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FILED WITH THE PUBLIC UTILITIES COMMISSION OF NEVADA - 11/9/2026

November 9, 2026

Ms. Trisha Osborne, Assistant Commission Secretary
Public Utilities Commission of Nevada
Capitol Plaza
1150 East William Street
Carson City, Nevada 89701-3109

RE: Docket No. 26-05007- 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 2027-2046 Triennial Integrated Resource Plan and 2027-2029 Energy Supply Plan.

Dear Ms. Osborne:

On May 6, 2026, Sierra Pacific Power Company d/b/a NV Energy ("Sierra") and Nevada Power Company d/b/a NV Energy ("Nevada Power" and, together, the "Companies") filed their Joint Application seeking approval of their 2027-2046 joint triennial integrated resource plan ("2026 Joint IRP"). On November 6, 2026, the Companies submitted a Motion to Strike portions of the Phase III testimony and a Request for Deviation.

This corrected Motion includes Attachments A, B, and C, which were inadvertently excluded from the original filing.

Should you have any questions regarding this filing, please contact me at 775-834-3470 or at Roman.Borisov@nvenergy.com.

Sincerely,

/s/ Roman Borisov
Roman Borisov
Senior Attorney

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 MOTION TO STRIKE PORTIONS OF PHASE III TESTIMONY AND REQUEST FOR DEVIATION

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") hereby submit this Motion to Strike (the "Motion") pursuant to Nevada Administrative Code ("NAC") 703.712 to strike portions of the Phase III testimony filed on October 16, 2026. The Companies respectfully request the Public Utilities Commission of Nevada ("Commission") strike certain portions of testimony submitted by Reno Power NR 1, LLC ("Tract") and PowerHouse Reno Britain, LLC ("PowerHouse Reno," and, collectively with Tract, the "Parties") which the Companies identify with highlighting in Attachments A and B to this Motion.

BACKGROUND

On May 6, 2026, the Companies filed their joint triennial integrated resource plan (the "2026 Joint IRP"). On June 18, 2026, the Commission issued Procedural Order No. 1, which, among other things, established that the proposed Large Load Electric Service Agreement ("LLESA") and other large load framework issues would be addressed in Phase II of this proceeding. The Commission, in Procedural Order No. 1, ordered that "Intervenors shall file with the Commission and serve on all parties of record PREPARED DIRECT TESTIMONY" regarding Phase II "on or before TUESDAY, SEPTEMBER 22, 2026, by 12:00 p.m."[1] Accordingly, interveners in this docket filed testimony of 37 separate witnesses on September 22, 2026. The Procedural Order further permitted two additional rounds of testimony by interveners within Phase II as it related to large load issues: responsive testimony to the

[1] Procedural Order No. 1 at paragraph 14(b)(i).

September 22 direct testimony on Friday, October 2, and responsive testimony to the October 2 testimony on Friday, October 16. Therefore, interveners had three opportunities to file prepared testimony relating to Phase II topics.[2]

Procedural Order No. 1 also established that interveners prepared direct testimony related to Phase III of this proceeding, regarding the Companies' load forecast, proposed supply-side resources, financial plan, etc., were to be filed on Friday, October 16, 2026.[3] On October 16, 2026, the Parties submitted Phase III testimony.

The Commission conducted the Phase II hearing in this proceeding from October 26, 2026, through October 29, 2026. At the Phase II hearing, the Commission, the Companies, and the intervening parties extensively litigated, in addition to the proposed LLESA, issues relating to other proposed framework ideas including the Ratepayer Protection Tariff and issues related to the function and limitations of a Rule 9 agreement with respect to electric supply. The Commission ordered supplemental briefing on any Phase II issues, with opening briefs to be filed on November 6, 2026, responsive briefing to be filed on November 12, 2026, and final briefing to be filed on November 18, 2026.

The issues identified below were properly and extensively a part of Phase II of this proceeding. Continued litigation of these issues in Phase III unnecessarily complicates Phase III proceedings, inappropriately breaks the clear separation between phases intended by the Commission, and risks mooting what was intended to be final briefing on these topics in the post-Phase II briefing schedule. Accordingly, the Companies hereby move to strike certain portions of the Parties' Phase III testimony that directly address issues before the Commission in Phase II of this proceeding.[4]

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[2] *Id.* at paragraphs 14(b)(ii) and (iv).
[3] *Id.* at paragraph 14(c)(i).
[4] The Companies note that they responded to certain of this testimony within Section V of Mr. Elicegui's Phase III rebuttal. As noted in that testimony, however, the Companies are prepared to withdraw the corresponding portions of Section V if the Commission determines that the portions of Parties' testimony described in this motion concern issues that should have been raised in Phase II and strikes those portions from the record. *See* Phase III Prepared Rebuttal Testimony of Shawn Elicegui at 5, Q&A 19.

ARGUMENT

The Companies identify, below, portions of each of the Parties' Phase III testimonies that address Phase II topics.

I. *Tract*

Tract witness Michael Gorman testifies at various points about the meaning and effect of a Rule 9 agreement with respect to electric service: Tract recommends that the Commission find that the Companies have "an obligation to serve all customers, including customers like Tract that have singed Rule 9 agreements;"[5] Tract argues that a Rule 9 agreement is a "firm contractual commitment" to serve in its discussion of resource planning;[6] Tract asserts in various portions of testimony that a Rule 9 agreement obligates the Companies to provide electric service.[7] The purpose and function of Rule 9 agreements, including whether such agreements include provision of electric service, were extensively litigated in Phase II of this proceeding, in both written[8] and oral[9] testimony, including by the witness for SV RNO Property Owner 1, LLC and PR RNO Property Owner 1, LLC (together, "Fleet"), Dennis Bartlett, the Vice President of Energy for Tract.[10]

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[5] Docket No. 26-05007, Phase III Prepared Direct Testimony of Michael Gorman at 5, Q&A 8.
[6] *Id.* at 21-22, Q&A 21.
[7] *Id.* at 27, 34, 38, Q&As 26, 33, 36, 39.
[8] *See e.g.* Docket No. 26-05007, Phase II Prepared Direct Testimony of Adam Danise at 2, Q&A 4; Phase II Prepared Direct Testimony of Alex Heard at 7, Q&A 15;; Phase II Prepared Rebuttal Testimony of Jimmy Daghlian at 3, Q&A 7; Phase II Prepared Rebuttal Testimony of Shawn Elicegui at 6-11, Q&As 7-11.
[9] *See* e.g., Phase II Hearing Transcript, Vol. II, Oct. 27, 2026, at 42:22-43:25 (EdgeCore's witness testifying that a Rule 9 agreement "entitles EdgeCore to receive energy supply electric service up to the amounts included in the HVD Agreement." (sic.)); Phase II Hearing Transcript, Vol. III, Oct. 28, 2026, at 31:12-15 (Staff's witness Adam Danise testifying to the belief that "when you sign a contract for a load ramp and Rule 9, that contemplates the obligation to provide that service at that level at that time . . ."); Phase II Hearing Transcript, Vol. IV, Oct. 29, 2026, at 30:7-32:15, 60:21-64:5 (Companies witness Jimmy Daghlian cross examined regarding whether Rule 9 agreements entitle applicant to electric service); Phase II Hearing Transcript, Vol. IV, Oct. 29, 2026, at 120:20-127:24 (Companies witness Janet Wells cross examined regarding whether Rule 9 agreements entitle applicant to electric service); Phase II Hearing Transcript, Vol. IV, Oct. 29, 2026, at 181:6-183:1 (Companies witness Shawn Elicegui cross examined regarding whether Rule 9 agreements entitle applicant to electric service).
[10] Docket No. 26-05007, Phase II Prepared Direct Testimony of Dennis Bartlett at 23, Q&A 27 ("Historically, Rule 9 provides the existing Commission-approved process through which a large-load customer establishes its service request and load requirements and NV Energy determines and develops the facilities, transmission, distribution, generation or otherwise, necessary to serve that load."); Phase II Supplemental Direct Testimony of Dennis Bartlett at 9, Q&As 13-14; Phase II Hearing Transcript, Vol. II, Oct. 27, 2026, at 66:21-25 (Fleet Witness Bartlett agreeing that he testified that "no customer would sign an HVD Agreement without an expectation of energy service.")

Attachment A highlights the portions of Mr. Gorman's testimony that should be stricken on pages 5, 9-11, 20-21, 27, 34, 36 and 38.

The Companies also note that Tract served the Companies with new data requests, attached as Attachement C, that continue to seek information on Phase II topics, going so far as to include, for example, Data Request No. 57, which exclusively references Phase II hearing testimony. The Companies provide Tract's recently served set of data requests to show Tract's continued efforts and intention to re-litigate Phase II issues in Phase III of this proceeding.

Accordingly, the Companies respectfully request that the highlighted portions of Tract's Phase III testimony identified in Attachment A be stricken.

II. *PowerHouse Reno*

PowerHouse Reno witness William McCausland provides extensive support for Microsoft's proposed Ratepayer Protection Tariff ("RPT") in Phase III testimony, along with additional commentary on the LLESA framework.[11] Procedural Order No. 1 in this proceeding explicitly included "proposals from Docket No. 20-08014" within Phase II. Microsoft first proposed its RPT in Docket No. 20-08014, and reproposed and addressed its proposal in Phase II of this proceeding.[12] Other parties, including PowerHouse Reno, testified in Phase II regarding the RPT.[13]

Accordingly, the Companies respectfully request that the highlighted portions of PowerHouse Reno's Phase III testimony identified in Attachment B on pages 3 and 9-12 be stricken.

III. *NV Energy's Phase III Rebuttal Testimony*

As stated in the Companies' Phase III rebuttal testimony, the Companies had to respond to the Phase II intervener testimony inappropriately filed in Phase III in an abundance

[11] Docket No. 26-05007, Phase III Prepared Direct Testimony of William McCausland at 9-12, Q&As 17-21.
[12] *See* Docket No. 26-05007, Phase II Prepared Direct Testimony of Mark Garrett; Phase II Prepared Supplemental Direct Testimony of Mark Garrett; Phase II Prepared Rebuttal Testimony of Mark Garrett.
[13] *See* Docket No. 26-05007, Phase II Prepared Direct Testimony of William McCausland at 15-20, Q&As 25-29; *see also* Docket No. 26-05007, Phase II Prepared Supplemental Direct Testimony of Dr. Carolyn Berry at 16-22, Q&As 20-34.

of caution.[14] Granting this Motion to Strike will streamline the proceeding by removing inappropriately filed intervener testimony as well as reducing the number of issued addressed in the Companies' rebuttal testimony.

REQUEST FOR DEVIATION

The Companies request the Commission grant a deviation from the provision of NAC 703.712(1)(a) requiring that a motion to strike be filed no later than 10 business days after the testimony subject of the motion to strike is filed or not later than 3 business days before hearing, whichever date occurs earlier. While the Companies are filing the Motion to Strike well in advance of the 3 business days before the November 16, 2026, hearing, the 10 business days period ran on November 2, 2026.

The Companies are requesting a deviation pursuant to NAC 703.115. The Companies' decision to file this limited and tailored Motion to Strike, as well as the resulting timing of the Motion, was guided by the Commission's direction to strictly adhere to the separation between the Phases of this proceeding articulated during the Phase II hearing.[15] Further, Tract's Discovery Requests 52-57 received by the Companies earlier this week have made the filing of the Motion imperative to preclude continued proliferation of Phase II issues into Phase III. Finally, the Companies' ability to file the Motion on or before November 2, 2026, was restricted due to the demanding schedule of the IRP proceeding as well as the general workload. The Companies were in the Phase II hearing through October 29, 2026, and were then required to file Phase III rebuttal testimony by November 2, 2026. Granting this deviation request will not be prejudicial, as responses to the Motion will be received well before the November 16, 2026, Phase III hearing. Further, granting the deviation request allows Commission's consideration of the Motion to Strike, which in turn, can streamline the proceeding. For these reasons, good cause appears to grant the deviation from NAC 703.712(a)(b). The deviation is not contrary to statute.

[14] *See., e.g.,* Docket No. 26-05007, Phase III Rebuttal Testimony of Jimmy Daghlian at 2. *See also* n. 4.
[15] During the Phase II hearing, the Commission has made clear at its intent to "keep[] phases very strictly set." Phase II Hearing Transcript, Vol. II at 17:13-16.

CONCLUSION

The Commission's rules and clear delineation between the topics of Phase II and Phase III within its procedural orders exist to provide for an orderly and fair process for assessing the Joint 2026 IRP. The purpose and function of Rule 9 agreements and the RPT were topics that were extensively and properly addressed in Phase II and are topics that will, presumably, be addressed in Commission-ordered post-hearing briefing. Allowing an intervener to submit in Phase III testimony addressing issues already addressed in Phase II makes the deadline established by the Commission as well as the established Phase II post-hearing briefing schedule moot and unnecessarily and inappropriately complicates the issues addressed in Phase III.

For these reasons, the Companies respectfully request that the Commission strike the portions of testimony identified in Attachments A and.

Dated this 9th day of November, 2026.

Respectfully submitted,

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

/s/ Roman Borisov

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ATTACHMENT A

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October 16, 2026

Trisha Osborne
Assistant Commission Secretary
Public Utilities Commission of Nevada
1150 E. William Street
Carson City, NV 89701

Re: 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 2027-2046 Triennial Integrated Resource Plan and 2027-2029 Energy Supply Plan.
Docket No. 26-05007

Dear Ms. Osborne:

Please find enclosed the Direct Testimony of Michael P. Gorman, on behalf of Reno Power NR I, LLC ("Tract"), for electronic filing in the above-referenced docket. This filing is being served on the parties on the official service list in this docket via electronic mail, as reflected on the enclosed certificate of service.

Please note that the filing includes commercially sensitive information that Tract has designated as confidential pursuant to NAC 703.5274. Pursuant to NAC 703.5274(8), Tract will provide copies of the confidential materials to Staff, BCP, and NV Energy upon the execution of a protective agreement. Tract requests that this confidential information be maintained as confidential for a period of five (5) years or as long as lawfully allowed, whichever is longer. Confidential treatment of the designated information will not impair the ability of the parties to fully evaluate this Supplemental Filing.

Please contact the undersigned with any questions regarding this filing. Thank you for your attention to this matter.

Sincerely,

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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 2027-2046 Triennial Integrated Resource Plan and 2027-2029 Energy Supply Plan	Docket No. 26-05007

Direct Testimony of

Michael P. Gorman

On behalf of

Reno Power NR I, LLC

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Exhibit List

Exhibit Gorman-Direct-1	Statement of Qualifications
Exhibit Gorman-Direct-2	NV Energy's Response to Tract DR 05, Attach. 1 (Confidential)
Exhibit Gorman-Direct-3	NV Energy Response to Tract DR 27 (Confidential)
Exhibit Gorman-Direct-4	Tract Response to Staff DR 118 (Confidential)

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 2027-2046 Triennial Integrated Resource Plan and 2027-2029 Energy Supply Plan	Docket No. 26-05007

DIRECT TESTIMONY OF MICHAEL P. GORMAN

I. INTRODUCTION

A. Witness Identification and Qualifications

Q.1. Please state your name and business address.

A.1. My name is Michael P. Gorman. My business address is 16690 Swingley Ridge Road, Suite 140, Chesterfield, MO 63017.

Q.2. What is your occupation?

A.2. I am a consultant in the field of public utility regulation and a Managing Principal with the firm of Brubaker & Associates, Inc. ("BAI"), which specializes in energy, economic and regulatory consulting.

Q.3. Please describe your educational background and experience.

A.3. This information is attached to my testimony as **Exhibit Gorman-Direct-1**.

Q.4. On whose behalf are you appearing in this proceeding?

A.4. I am appearing on behalf of Reno Power NR I, LLC ("Tract"). Tract is a master planned community developer that identifies and prepares sites capable of supporting large-scale digital infrastructure, including land acquisition, zoning, entitlements, permitting, planning, and development of the utility and other infrastructure. These activities reduce development risk and give future developers and customers greater certainty about whether,

when, and at what scale a site can be developed. By mitigating typical development risks, Tract provides value to its customers in the form of speed (reduced development intervals) and certainty (removal of financial and execution risks) that are critical factors in approving investment decisions that involve tens of billions of dollars. Tract is partnering with Nevada Power Company d/b/a NV Energy ("Nevada Power") and Sierra Pacific Power Company d/b/a NV Energy ("Sierra") (together, "NV Energy") (as it does with other utilities in other markets in which it operates) to develop capacity for service for the years ahead, solving the ad hoc planning of past data center development. Importantly, these activities also allow Tract to engage and partner with the specific communities where it prepares sites for future digital infrastructure development to create mutually agreed-upon standards for that future development.

Q.5. What is Tract's interest in this proceeding?

A.5. Tract has executed two Master Planned Community Umbrella Line Extension Agreements with NV Energy pursuant to Rule 9 ("Tract's Rule 9 Agreements"). The load associated with Tract's Rule 9 Agreements was included in the Public Utilities Commission of Nevada ("Commission")-approved Joint 2025-2044 Integrated Resource Plan ("2024 IRP"), and the 2024 IRP included approval to construct the Substation High Voltage Distribution ("SHVD") facilities associated with the first phase of delivery at each Tract site.[1] Despite that prior inclusion and approval, the load associated with Tract's Rule 9 Agreements has been severely discounted in NV Energy's planning scenarios in this proceeding. Although Tract has given NV Energy years to plan for Tract's load (starting first with engagements in 2022 and

[1] *See* Docket No. 24-05041, 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 2025-2044 Triennial Integrated Resource Plan and 2025-2027 Energy Supply Plan, Order (Dec. 27, 2024) at 292-293, 294, 296-297, and 324; *see also* NV Energy's Response to Tract DR 05, Attach. 1 (Confidential) ("Exhibit-Gorman-Direct-2").

contracts establishing load ramps in 2023), Tract is concerned that NV Energy has failed to plan to meet all customers' demand, including all signed Rule 9 customer load like that associated with Tract's Rule 9 Agreements.

Additionally, Tract, through its affiliates, has "study-phase" projects with NV Energy that either contemplate augmented delivery or new points of delivery on the system. These are advancing through the Rule 9 contracting process, with similar concerns relative to future capacity.

Tract is not an end-use customer taking bundled retail electric service. Tract's sites host present and prospective end-use customers, as developers within Tract's MPC, such as SV RNO Property Owner 1, LLC and PR RNO Property Owner 1, LLC (together, "Fleet"). Fleet is a separate affiliate that develops and operates data center facilities and has separately intervened and filed its own testimony in the instant proceeding. Tract and Fleet are complementary but independent businesses.

Q.6. What investments has Tract made relative to its Rule 9 Agreements?

A.6. I understand from my discussions with principals at Tract that for more than three years, Tract has been building the foundation for NV Energy service at its Peru Shelf and South Valley sites in Storey County, involving heavy investment years ahead of establishing service.[2] I also understand each project included long-term load ramps, stretching out nearly a decade from commencement of service, based on grounded assumptions for the pace of development and a mutually agreed-upon approach for securing end-use customers within the developments (and consequences if not achieved) over time. Tract has committed more than

[2] *See id.* at 292-293 (recognizing the Mackay 345-kV and Gosling 345-kV facilities contracted for or contingent on Tract's Peru Shelf and South Valley projects provide "benefits beyond Tract's immediate use by strengthening the regional integrated network, creating additional points of interconnection into NV Energy's high voltage network, and providing a 25 percent reservation for future use.").

[redacted] in payments, security, and financial obligations to NV Energy under those agreements, has spent over [redacted] more in on-site improvements for NV Energy facilities, and has conveyed over [redacted] worth of property to NV Energy for electrical infrastructure at no cost (plus Tract has borne responsibility for the associated income tax gross-up). In support of the second phase of the agreement, Tract also initiated federal permitting with the Bureau of Land Management, which it has since assigned to NV Energy, and has financed the ordering by NV Energy of [redacted] pieces of major long-lead electrical equipment, including high voltage breakers and large power transformers. Tract made these investments in reliance on Tract's Rule 9 Agreements, including the contracted load ramps. Consistent with those load ramps and the schedules contemplated under those agreements, Tract has been successful in allocating capacity available for the next several years.

B. Purpose and Summary of Recommendations

Q.7. What is the purpose of your direct testimony?

A.7. My testimony responds to the requests made by NV Energy in its 2026 Joint Integrated Resource Plan ("2026 IRP").[3] Specifically, I respond to the following:

1) NV Energy's proposal for approval of the Preferred Plan and Action Plan, and whether the proposed resource plan and short-term investment plan are designed to integrate into a longer-term investment plan designed to develop sufficient infrastructure capacity to provide reliable service to Nevada customers.

2) NV Energy's risk-conscious planning methodology and whether it reasonably captures the risk of insufficient resource capacity needed to reliably serve Nevada customers.

3) Whether NV Energy should include an option for new large load customers to bring their own capacity as a means of mitigating

[3] *See* Docket No. 26-05007, 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 2027-2046 Triennial Integrated Resource Plan and 2027-2029 Energy Supply Plan (May 7, 2026) ("Application"), Vol. 2 at 25-31.

4) NV Energy's investment risk while maintaining its ability to provide reliable service to all of its customers.

In addition, NV Energy notes that it must file an updated IRP with the Commission every three years but may file updates more frequently when necessary.[4] As I explain below, the unprecedented pace of large load growth combined with the stated intent to mitigate NV Energy's investment risk makes more frequent updates necessary and prudent. Frequent updates to the resource plan and short-term investment Action Plan will help to mitigate NV Energy's financial risk of resource development while continuing to prioritize reliable service to all customers.

Q.8. Please summarize your recommendations and findings.

A.8. In this testimony, I first explain how NV Energy's proposed "risk-conscious" Preferred Plan fails to include sufficient generation and transmission capacity to serve projected system peak demand, including the load of customers like Tract that have signed Rule 9 agreements. As a result, the Preferred Plan exposes customers to the risk that NV Energy will not have sufficient accredited capacity to provide reliable firm service to all customers, particularly after new large load facilities come online.

Accordingly, I then recommend that:

1. The Commission should approve the Preferred Plan in this application to ensure that NV Energy expeditiously moves forward to procure and develop the resources identified in the Preferred Plan and Action Plan.

2. The Commission should also find that NV Energy has an obligation to serve all customers, including customers like Tract that have signed Rule 9 agreements, and must immediately begin to develop a new, complete, and supplemental Integrated Resource Plan and Action Plan for filing in 2027 to set plans to secure additional resource capacity that is sufficient to provide all customers with reliable service consistent with the contracted

[4] *See* Application, Vol. 2, Prepared Direct Testimony of Janet Wells ("Wells Direct") at 6:12-14.

loads and schedules set forth in the executed Rule 9 agreements (including Tract's Rule 9 Agreements). NV Energy's IRP and Action Plan should be updated at least annually until load growth slows to a more manageable pace. To develop that supplemental IRP and Action Plan in 2027, the Commission should direct NV Energy to:

a. Include planning scenarios that reflect: 1) resources needed to serve all customers' demand including all signed Rule 9 customer load additions, and 2) a risk-conscious planning scenario that reflects uncertainty of the amount of load additions.

b. List the resource investments NV Energy is planning to make over the short-term Action Plan period and show how the short-term Action Plan aligns with the development of resources that are needed over the full IRP planning period.

c. Ensure that the Action Plan meets the resource adequacy planning targets for Nevada Power and for Sierra individually, as well as on a combined, joint planning basis over both the short-term Action Plan period and the long-term planning period.

d. Revise its plan for transmission capacity additions to reliably serve all customers' peak demand and energy requirements and to meet the resource adequacy needs of Nevada Power and Sierra individually and as a combined system.

3. Given NV Energy's obligation to serve all customers, including customers that have signed Rule 9 agreements, and its failure to plan to procure the additional resource capacity that is sufficient to provide reliable service to those customers, the Commission can mitigate the risk that NV Energy is unable to satisfy its obligation to serve all customers by ordering the development of a voluntary option for new large load customers to bring their own capacity.

a. The Commission should ensure that NV Energy revises how it processes generation interconnection requests for capacity brought by new large load customers to ensure that these requests are treated on an equal priority basis with the capacity additions and Power Purchase Agreements ("PPAs") NV Energy

secures to meet its own resource adequacy requirements.

b. The Commission should ensure that NV Energy's obligation to plan for and serve customer load should continue until a customer affirmatively selects such a voluntary option.

II. NV ENERGY'S 2026 IRP AND PREFERRED PLAN

A. Overview of the 2026 IRP and the Preferred Plan

Q.9. Describe the components of NV Energy's 2026 IRP that NV Energy is asking the Commission to approve in this Phase 3.

A.9. NV Energy requests approval of a Preferred Plan (also referred to as the "Obsidian Plan"), which it selected after evaluating five resource plans using the 2026 IRP study inputs.[5] The resource plans project resource requirements over the planning period of 2027 through 2046. NV Energy witness Wells explains that "given the step-change load growth and a constrained regional resource adequacy environment, the Companies emphasized resource deliverability, near-term reliability, and flexibility to adjust course in future filings."[6]

NV Energy is also requesting approval of a short-term Action Plan and Energy Supply Plan that cover the period 2027-2029.[7]

NV Energy witness Wells opines that the Preferred Plan "maintains the flexibility to pivot as the load develops, technology advances, the economic environment changes, and federal and state policy evolve."[8] NV Energy witness Wells describes the requested approvals for resource additions that are identified over the period 2027 through 2033 within the Preferred Plan as including:

[5] Wells Direct at 10:16-20.
[6] Wells Direct at 10:20-23.
[7] *See* Application, Vol. 2 at 1:13-14.
[8] Wells Direct at 10:26-11:2.

1) Approximately 802 MW of simple cycle aeroderivative peaking turbines at Churchill in 2030 and 2031;

2) 421 MW of frame peaking turbines in 2032;

3) 4,370 MW of solar photovoltaic resources with in-service dates from 2027 through 2030;

4) 180 MW of geothermal resources with in-service dates from 2027 to 2033; and

5) 4,895 MW of four-hour battery storage with in-service dates from 2027 through 2030, and an 800 MW eight-hour battery storage resource with an in-service date in 2029.[9]

Q.10. How does NV Energy attempt to justify its Preferred Plan?

A.10. NV Energy argues in its 2026 IRP that its Preferred Plan is justified because:

1) NV Energy should outline a forward-looking strategy to meet Nevada's future energy needs safely, reliably, and affordably.

2) Nevada is experiencing unprecedented growth in electricity demand, driven largely by large industrial customers, including data centers. This demand represents a fundamental shift in the state's growth patterns and exceeds levels previously anticipated in long-term planning efforts.[10]

3) According to the North American Electric Reliability Corporation ("NERC"), the industry is "entering a period of load growth unprecedented in recent memory, driven by data centers [(*e.g.,* artificial intelligence and computational load)] that support" daily life and "advance North America's leadership in the deployment of artificial intelligence." Nevada is experiencing this same data-center-driven load growth dynamic.[11]

4) Nevada—and northern Nevada in particular—is a sought-after location for data centers due to the expanse of developable land, a favorable climate for efficient cooling, and robust fiber connectivity. NV Energy has

[9] *Id.*, Table Wells-Direct-1 at 9:13-22.
[10] *See* Application, Vol. 2 at 1:22-2:3; *id.*, Vol. 7, Narrative at 1-2.
[11] Application at 1:18-23.

received approximately 22,000 megawatts ("MW") or 22 gigawatts ("GW") of interest inquiries from data centers and has executed approximately 6 GW of signed Rule 9 agreements (generally consisting of master planned community ("MPC") umbrella agreements, substation high voltage distribution ("SHVD") agreements, to facilitate the transmission, substation, and high voltage distribution infrastructure needed to interconnect these large loads). These agreements do not address generation and electric supply. As interconnecting load is typically heavily discounted in IRP load forecasts, NV Energy must plan prudently for the potential that these loads materialize. This planning is particularly critical given that approximately 84% (almost 5 GW) of the signed agreements are with large-load customers in northern Nevada—Sierra's load forecast projects kilowatt-hour ("kWh") sales will double by 2029. Putting it in perspective, Nevada Power's peak load for 2025 was 6,168 MW and Sierra's peak load for 2025 was 2,073 MW.[12]

5) There has been a significant increase in the number of signed Rule 9 agreements since the 2024 IRP, which materially increased each of the utilities' projected peak demand over the 2030-2036 period.[13]

B. The Obligation to Plan for Customers with Signed Rule 9 Agreements

Q.11. NV Energy states that signed Rule 9 agreements "do not address generation and electric supply." Does this relieve NV Energy of the obligation to plan for generation and transmission capacity to serve these customers?

A.11. No. NV Energy is misstating the words and intent of Rule 9 agreements – including Tract's Rule 9 Agreements. Customers do not sign Rule 9 agreements and commit to fund transmission, substation, and high voltage distribution infrastructure simply to connect to the utility system without the certainty of electric supply. Rather, these customers plan to take electric service from NV Energy as bundled service customers, with the limited exception of

[12] *Id.* at 2:1-14 (emphasis added).

[13] See Application, Vol. 2, Prepared Direct Testimony of Timothy Pollard ("Pollard Direct") at 25:21-26:5.

customers who specifically elected an alternate supplier, applied for and received regulatory approvals to take alternate supply, and can take alternate supply against system constraints as Distribution Only Service ("DOS") customers.[14] Customers that have signed Rule 9 agreements have done so because they expect NV Energy to develop resource plans that will enable them to receive reliable electric service (via sufficient transmission and production resource capacity in bundled service) once their facilities begin operation.[15] In fact, if the customers fail to consume such electric service as specified in their Rule 9 agreements, they are subject to severe penalties such as drawing of posted security, forfeiture of cash advances, or a capacity reallocation ("clawback"). These customer obligations are the counterpart to NV Energy's obligation to plan for and serve the contracted load. It would be unreasonable (and illogical) to hold a customer to a minimum consumption obligation, backed by these penalties, if NV Energy has not planned for the supply needed to serve that consumption.

NV Energy recognizes that the large customer service assessment begins with a "Study Phase" that examines the high voltage distribution connections and transmission capacity upgrades that may be needed to connect the new customers to NV Energy's system.[16] NV Energy witness Maxfield addresses several distribution and transmission upgrades needed to connect signed Rule 9 agreement customers to NV Energy's system, which are summarized in his testimony and in Technical Appendices TRAN-1 through TRAN-10.[17]

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[14] *See* Application, Vol. 6, Section III – Forecast of Growth: NAC § 704.9215(2)(b) at 14 (showing 0 MW of capacity available for 704B customers in Sierra Pacific's service territory until 2032).

[15] NV Energy Response to Tract DR 11 ("The Rule 9 applicant-identified load is then mitigated in the IRP load forecast for consideration of the generation and energy. NV Energy seeks and plans to provide generation and energy for the load forecast, which includes mitigated loads, as approved through the IRP."); *See* NV Energy Response to Staff DR 70 (showing NV Energy began writing generation agreements in October 2024).

[16] *See* Application, Vol. 7, Load Forecast, Market Fundamentals, Fuel and Purchase Power Price Forecasts at 2.

[17] *See* Application, Vol. 4, Prepared Direct Testimony of Layne Maxfield ("Maxfield Direct").

After the Rule 9 Study Phase, and once a new large load customer and NV Energy execute an agreement pursuant to Rule 9, the customer generally bears "Total Cost" responsibility for its Project as defined in NV Energy's tariff and must advance those Total Costs before construction begins.[18] This shows that both the customers and NV Energy have examined the new customer-requested service and are committing to plan to meet the service obligations after a Rule 9 agreement is executed. As such, NV Energy has contractually committed to serve the load, and it is therefore reasonable for these large load customers to expect that NV Energy is developing resource planning studies that identify the resource additions that will be needed to provide service to the new large load customers under a signed Rule 9 agreement.[19] Indeed, NV Energy acknowledges this obligation in its filing:

> As interconnecting load is typically heavily discounted in IRP load forecasts, the Companies must plan prudently for the potential that these loads materialize. This planning is particularly critical given that approximately 84 percent (almost 5 GW) of the signed agreements are with large-load customers in northern Nevada-Sierra's load forecast projects kilowatt-hour ("kWh") sales will double by 2029.[20]

Service to new large load customers with executed Rule 9 agreements includes high-voltage distribution interconnection and related transmission upgrades, but may also require transmission delivery and power supply capacity additions as identified via prudent resource planning studies.[21] Reliable service to Rule 9 customers will require adequate capacity upgrades to all of NV Energy's electric service functions. These transmission delivery and production capacity upgrades should be identified via planning in an IRP long-term resource plan that includes all Rule 9 load in the forecast.

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[18] Sierra Pacific Power Company d/b/a NV Energy, Tariff No. Electric No. 1, Rule No. 9, Section A.15.a (PUCN Sheet No. 41G) ("Except as otherwise specifically provided in this Rule, Applicant has Total Cost responsibility for Applicant's Project and is required to advance Total Costs prior to the start of construction.").
[19] *See* NV Energy Response to Tract DR 11.
[20] Application, Vol. 6, Section I – Executive Summary at 1-2.
[21] *See* Application, Vol. 2, Prepared Direct Testimony of Elicegui ("Elicegui Direct") at 7:23-8:2.

It is therefore prudent for NV Energy to include a long-term resource plan that examines the resources that are needed to serve the system, including customers with executed Rule 9 agreements that may require power supply additions. NV Energy's resource portfolio planning in the 2026 IRP does not include these resource planning options, and therefore NV Energy is failing to develop resource plans that are needed to meet its service obligation despite NV Energy executing the Rule 9 agreements that commit it to that service.[22] NV Energy's ability to provide reliable firm service to all retail customers under the 2026 IRP is, at best, unclear.

Importantly, NV Energy does not dispute that it is obligated to serve all customers in its service territory, including new large load customers. NV Energy witness Elicegui states: "The Companies are obligated to plan for requests for service, regardless of the characteristic of the type of load" and the "Companies must identify the resources needed to meet large load service requests."[23] Yet the 2026 IRP does not even include a resource plan that attempts to identify the resources that will be needed to serve the full retail system, including all signed Rule 9 customer loads. Hence, NV Energy's planning efforts fail to prudently plan for the resources needed to serve new large load customers with executed Rule 9 agreements. NV Energy's resource plan fails to "study" the resource additions needed to serve Rule 9 customer load additions, and its planning fails to produce a complete assessment of the resources needed to provide reliable firm service to NV Energy's customers.[24]

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[22] NV Energy Response to Fleet DR 34 ("The Base Plus Load Forecast removes the mitigation for customers with signed Rule 9 agreements and, as showing in the filing, additional resources are needed to meet the full load needs of the Base Plus Load Forecast"); *see* NV Energy Response to Staff DR 84(c) ("Additional generation and energy needs beyond those requested in the Preferred Plan would need to be requested in a future Amendment or IRP").

[23] Elicegui Direct at 6:10-12.

[24] NV Energy Response to Fleet DR 34 ("[…] if large-load customer placed loads on the system at levels matching the Base Plus Load Forecast while the resources approved are based on the Preferred Plan, NV Energy's ability to provide reliable firm service to all customers could be impaired if NV Energy is unable to procure additional resources after taking actions such as procuring short-term resources, filing an IRP amendment, or filing a full IRP."); *see also* NV Energy Response to Tract DR 34 (acknowledging that "NV

III. THE PREFERRED PLAN DOES NOT PROVIDE SUFFICIENT CAPACITY TO RELIABLY SERVE ALL CUSTOMERS

A. The Preferred Plan's Open Capacity Position

Q.12. Is the Preferred Plan designed to ensure that NV Energy can provide reliable service to its Nevada customers?

A.12. No. NV Energy witness Wells acknowledges that the Preferred Plan leaves a capacity "open position," which places NV Energy at risk of being unable to provide reliable service to its customers:

> As described in the 2026 Joint IRP Economic Analysis, the Companies' "open position" represents the portion of the Companies' capacity needs that are not met by resources under the Companies ownership or long-term contract. A larger open position increases exposure to the uncertain availability and deliverability of market capacity and energy-particularly during stressed system conditions-thereby increasing reliability risk. Accordingly, the Companies' planning approach emphasizes adding deliverable resources and contracts within the Companies' balancing authority area and otherwise reducing market reliance to prudently support peak capacity needs under the updated 2026 Joint IRP load outlook.[25]

NV Energy also acknowledges that this rapid load growth is occurring amid continued supply constraints and uncertain availability of market capacity and energy—the very conditions that make a large open position risky:

> Unprecedented load growth and a flattening load, particularly in northern Nevada, drive the economic analysis of this 2026 Joint IRP. This rapid growth comes amid continued supply constraints and continued uncertain availability and deliverability of market capacity and energy. Resource adequacy remains a key priority in this 2026 Joint IRP as the Companies strive to provide reliable service to customers.[26]

Energy did not perform the requested analysis" in response to a request to "[i]dentify the amount of the capacity shortfall that would exist in the Preferred Plan if 100% of the Rule 9…load is included in the Preferred Plan load forecast.").

[25] Wells Direct at 12:3-11 (emphasis added).

[26] Application, Vol. 9, Section 3 - Economic Analysis at 324.

Q.13. Does the open position estimated by NV Energy witness Wells based on the Preferred Plan fully capture the resources NV Energy needs to provide reliable service to retail customers?

A.13. No. The Preferred Plan is based on NV Energy's "Base" load forecast, which does not include the full expected peak demand of customers with signed Rule 9 agreements. How much of the load associated with signed Rule 9 agreements the Base forecast does include is itself unclear. Based on NV Energy witness Pollard's testimony, the Base forecast includes, on average, only about 62% of signed Rule 9 demand (a 38% reduction of projected load) when measuring resource adequacy under the 2026 IRP portfolios, including the Preferred Plan.[27] In response to Staff DR 46, NV Energy states that, on average, the Base forecast includes approximately 53% of the load associated with more than 6.2 gigawatts of signed Rule 9 agreements.[28] The difference between 62% of 6.2 gigawatts and 53% of 6.2 gigawatts is nearly 560 MW – a meaningful discrepancy. NV Energy has not reconciled these figures nor identified which one reflects the load actually used to develop the Preferred Plan.

As charted by NV Energy witness Pollard, the Base forecast understates signed Rule 9 peak demand by approximately 100 MW to 400 MW for Nevada Power and by approximately 650 MW to almost 2,000 MW for Sierra, where most of the new large load is expected to locate.[29] These figures do not include the additional effect of mitigating study phase load.

Q.14. What is NV Energy's open capacity position under the Preferred Plan, and how would it change if all signed Rule 9 load was reflected in the resource adequacy projections?

A.14. NV Energy prepared an alternative load forecast that reflects all signed Rule 9 contract load without mitigation while retaining mitigation of study phase load, which it refers

[27] Pollard Direct at 24:8-10.
[28] NV Energy Response to Staff DR 46.
[29] Pollard Direct, Table Pollard-Direct-8 at 25.

to as the Base Plus forecast.[30] Table 1 below compares the Preferred Plan's open capacity position under (1) the Base forecast on which the Preferred Plan relies, and (2) the Base Plus forecast.

Table 1

Preferred Plan -- Open Position
Base Load Forecast vs. Base Plus Load Forecast
MW

Description	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Preferred Plan - Base Load Forecast										
Total NV Energy	1,683	567	961	720	489	501	378	500	501	501
Nevada Power	978	1,085	1,169	1,853	1,264	1,382	1,451	1,993	2,121	2,391
Sierra	709	(520)	(207)	(1,135)	(773)	(882)	(1,068)	(1,494)	(1,621)	(1,890)
Preferred Plan - Base Plus Load Forecast										
Total NV Energy	2,633	1,605	2,331	2,286	2,158	2,308	2,295	2,462	2,692	2,839
Nevada Power	1,127	1,294	1,610	2,315	1,660	1,753	2,009	2,307	2,401	2,633
Sierra	1,507	310	721	(32)	500	554	290	156	291	209
Difference										
Total NV Energy	950	1,038	1,370	1,566	1,670	1,807	1,917	1,962	2,190	2,338
Nevada Power	150	209	441	462	396	371	558	314	280	242
Sierra	799	829	928	1,103	1,274	1,436	1,358	1,649	1,911	2,098

Source:
Schedule MPG-___

As shown in Table 1, reflecting all signed Rule 9 load materially increases the open position on each utility's system. On a combined basis, the open position in 2027 increases from 1,683 MW to 2,633 MW, an increase of 950 MW, and the gap widens to more than 2,300 MW by 2036. For Nevada Power, the open position increases by approximately 150 MW to 560 MW each year when the Base Plus forecast is substituted for the Base forecast. The change is most pronounced for Sierra. Under the Base forecast, Sierra has an open position only in 2027 (709 MW) and a capacity surplus every year thereafter. Under the Base Plus forecast, Sierra has an open position of approximately 1,500 MW in 2027 and remains short by roughly 150 MW to 720 MW in every other year through 2036, except for a modest 32 MW surplus in 2030. In other words, the Sierra capacity surplus shown in the Preferred Plan is not reliable

[30] Pollard Direct at 24:3-7.

because it exists only because the Base forecast excludes a substantial portion of signed Rule 9 load and assumes no study phase loads move forward into signed Rule 9 agreements.

B. Reliance on the Base Forecast and the Lack of Alternative Resource Scenarios

Q.15. Did NV Energy develop a planning forecast that fully reflected the executed Rule 9 additions?

A.15. Yes. The "Base Plus" forecast produced by NV Energy assigns full unmitigated weight to Major Projects with executed Rule 9 customer agreements.[31] However, the Base Plus forecast was informational only and not filed for approval; hence, the unmitigated load forecast was available, but it does little to support a resource plan that identifies the resources needed to serve customers' Rule 9 load additions if they come online.[32] Staff asked for this information, but NV Energy only provided a high-level list of over 2,200 MW of CT Aero and CT Frame natural gas-fired resource additions through 2030 that would be needed only under the Base Plus forecast, without resource-planning details such as open positions and the impact on the system cost of service.[33]

Q.16. Did NV Energy include any alternative resource plan scenarios that relied on any forecast other than the Base Load forecast?

A.16. No. NV Energy witness Wells outlines the five plans offered by NV Energy, including NV Energy's proposed Preferred Plan. Importantly, all of these long-term resource plans were based on the Base load forecast, which does not fully reflect NV Energy's service obligations to large load customers with executed Rule 9 agreements.

NV Energy witness Wells describes the four alternative resource plans – all based on the Base forecast – as:

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[31] *See* NV Energy Response to Fleet DR 34.
[32] *See* NV Energy Response to Tract DR 34(b), (d), (f).
[33] *See* NV Energy Response to Staff DR 22, Attachment 1.

1) The Ward Plan, which differs from the Preferred Plan by adding more thermal capacity in 2030 and 2031;

2) The Wildhorse Plan, which also adds more thermal capacity than the Preferred Plan in 2031;

3) The Low Carbon Plan, which targets an 80 percent cut in CO_2 emissions from 2005 levels by 2030; and,

4) The No Open Position Plan, which closes the open position under the Preferred Plan, based on the Base forecast, by 2032.[34]

NV Energy's five resource plans were all based on its Base forecast, which, as noted above, mitigates risk by including, according to NV Energy witness Pollard's direct testimony, only about 62% of the load and demand additions for executed Rule 9 interconnection agreement customers and 17% of the load and demand additions for study phase customer additions.[35]

Q.17. Did NV Energy offer alternative load and demand forecasts with its IRP?

A.17. Yes. NV Energy witness Pollard's direct testimony describes the alternative load forecasts that were produced but not used by NV Energy in developing resource plans.[36] These alternative load forecasts include:

1) The Base Minus scenario that modified the Base Load Forecast to remove all new or expanding large load customer projects, including data center projects that are continuing to increase in frequency and size.[37] This presents a scenario for comparison purposes only.

2) The Base Plus scenario, in which customers' Major Projects with signed agreements are considered at the full unmitigated levels that have been requested by the customer. Study phase projects are included at mitigated amounts consistent with the Base Forecast. This provides a higher load forecast demonstrating the potential incremental load that could be placed onto the system if

[34] Wells Direct at 15:6-16:15.
[35] Pollard Direct at Table Pollard-Direct-8 at 25.
[36] *See* Pollard Direct at 27:7-28:2.
[37] *See* Pollard Direct at 27:7-10.

the load for these projects followed the ramp schedule included in the customer Rule 9 agreements.[38]

Additionally, in its amendment filing on June 4, 2026, NV Energy provided additional alternative load forecasts, including the "Test Scenario," "Second Test Scenario," and "LLESA Scenario."[39]

Q.18. Did NV Energy offer any expansion plans to gain insight into the resources that will be needed to reliably serve its customers if the Rule 9 signed contract loads arrive?

A.18. Yes, but they are similarly incomplete, inconsistent, or comparative in nature, and NV Energy did not specifically request approval of any of those plans. NV Energy produced two "Test" expansion plans, as described in NV Energy witness Pollard's direct testimony. These included 1) the "Test Scenario," which added to the Base Minus Load Forecast the load of three customers who said they intend to sign LLESAs, and 2) the "Second Test Scenario," which added load from two entities developing land under two MPC agreements in the Tahoe Reno Industrial Center, starting in 2029.[40] These forecasts altered the large load component of the "Base Forecast" to further augment specific Rule 9 loads, while retaining the treatment of all other large load customers in the Base Forecast.

NV Energy also produced a "LLESA Scenario." Importantly, this scenario removed load from all other Rule 9 large load customers except those who had executed a LLESA, providing an incomplete assessment of the system's overall resource capacity needs to serve the large load customers with executed Rule 9 agreements. NV Energy did not file or seek

[38] *See* Pollard Direct at 27:12-18.
[39] *See* Docket No. 26-05007, Supplement to the 2027-2046 Integrated Resource Plan (Jun. 4, 2026) at 1.
[40] *See* Pollard Direct at 29:25-30:5.

approval of an expansion plan that estimated the resource capacity additions – production and transmission – that would be needed to reliably serve all executed Rule 9 load additions.[41]

C. Transmission Import Constraints in Sierra's Service Territory

Q.19. Does NV Energy's evidence show adequate transmission import capacity to support reliable service in Sierra's service territory until NV Energy can add owned or contracted capacity to serve its customers' demands?

A.19. No. NV Energy witness Pollard summarizes the transmission limits for the Action Plan period in Table Pollard-Direct-10. That table shows that, because of import capacity limits, approximately zero MW of additional import capacity is available to serve customers on Sierra's northern system.[42] Sierra therefore cannot rely on market imports to close the open position shown in Table 1; that capacity must be located in, or deliverable to, northern Nevada.

In terms of the transmission plan included in the 2026 IRP, NV Energy states:

> The regulations governing integrated resource planning require that the Companies include in their triennial IRPs (Integrated Resource Plan) a 20-year plan to meet the transmission needs of native load customers and service requests from third parties. This transmission plan is built upon the load forecasts, system characteristics, existing and future transmission facilities and obligations as described in this section. Based in part on these key system characteristics, the transmission plan examines the capabilities of the existing transmission system to determine the need for and timing of any additional transmission facilities.[43]

Hence, NV Energy's transmission expansion plan is based on the Base forecast, which includes only mitigated load for customers with executed Rule 9 agreements and heavily mitigated load for study phase customers. This forecast is inadequate, as shown by the fact that

[41] *See* NV Energy Response to Fleet DR 34; *see also* NV Energy Response to Staff DR 84(c).
[42] Pollard Direct, Table Pollard-Direct-10 at 32:25-33:18.
[43] Application, Vol. 8, Section 2, Supply Plan at 189 (emphasis added) (footnotes omitted).

the LLESA Scenario, which includes only a subset of executed Rule 9 customers, exceeds the Base forecast.

D. The Preferred Plan Does Not Meet Prudent Planning Objectives

Q.20. Does NV Energy plan to close the open capacity positions in the Preferred Plan?

A.20. NV Energy witness Wells testifies that NV Energy is focused on reducing the open position, limiting reliance on the external market, and supporting service reliability.[44] She also notes that meeting the planned in-service date of the Greenlink Nevada Transmission Project (targeted for late 2028) is important to resource adequacy on the Sierra system.[45] However, the Preferred Plan does not identify resources sufficient to close the open position under the Base Plus forecast, and resource adequacy on the Sierra system depends on a major transmission project that is not yet in service.

IV. NV ENERGY'S "RISK-CONSCIOUS" PLANNING APPROACH

A. Prudent Planning

Q.21. Has NV Energy described the objectives of prudent resource planning?

A.21. Yes. In Nevada, prudent resource planning is not left to the utility's discretion. It is defined by statute and by the Commission's regulations, and NV Energy itself lists those requirements in its IRP.[46] Taken together, they establish four planning objectives that bear directly on whether the Preferred Plan is prudent.

First, the plan must be built on the demand the utility is actually obligated to serve. NRS 704.741(1) requires a utility to submit a plan "to increase its supply of electricity or decrease the demands made on its system by its customers" at least every three years, "or more often if

[44] Wells Direct at 11:8-12.
[45] *Id.* at 11:14-17 and footnote 2.
[46] *See* Application, Exhibit C.

necessary." The Commission's regulations require that the demand and consumption data in a resource plan include the demands of ultimate customers reflecting firm contractual commitments, and that all assumptions, forecasts and conclusions be "[b]ased on substantially accurate data."[47] Executed Rule 9 agreements, including Tract's Rule 9 Agreements, are exactly that kind of firm contractual commitment.

Second, the plan must evaluate alternatives capable of meeting that demand reliably, including a scenario that closes the open position. NRS 704.741 requires the plan to include at least one scenario "that provides for the construction or acquisition of energy resources through contract or ownership to be placed into service to close an open position utilizing dedicated energy resources in this State and dedicated energy resource delivered through firm transmission." For each proposed resource, NRS 704.741(4)(a)(1)-(4) requires the utility to describe the resource, its cost, whether it will be owned or contracted, and "[a]ny other information required by the Commission to evaluate the prudence of the scenario." The regulations further require a sensitivity analysis "for all major assumptions and estimates used in [the] resource plan" and a discussion of the alternative strategies the utility would pursue if a preferred resource is not available.[48]

Third, the plan must integrate demand, supply, financial and regulatory planning to identify the least-cost way to serve customers. The regulations provide that "[t]he primary function of the integrated analysis is to establish priorities among the utility's options for demand and supply so that the utility can demonstrate the minimum costs of providing electric energy to its customers," and that the utility must use that analysis as the basis for its preferred

[47] *See* NRS 704.741(1); NAC 704.9281(2); NAC 704.9321(1)(a).
[48] *See* NRS 704.741(3)(c)(2); NRS 704.741(4)(a)(1)-(4); NAC 704.9475; NAC 704.937.

plan.[49] The plan must also include, for each supply plan analyzed, a table of loads and resources showing the forecasted peak demand, required planning reserves, and "[t]he excess or deficiency of capacity" with and without additional planned resources.[50] A least-cost showing is only meaningful if the demand being served is the demand the utility has committed to serve.

Fourth, the plan must provide adequate reliability.[51] The Commission evaluates the adequacy of the plan and may accept it, modify it, or specify the portions it deems inadequate.[52] These requirements matter because Commission approval of an action plan constitutes a finding that the programs and projects contained in that action plan are prudent, and the utility may then recover the costs it prudently and reasonably incurs in carrying out that plan.[53]

The Preferred Plan's resources are a reasonable and necessary first step, and the Commission can and should find them prudent. But the statute also contemplates that a plan be updated as necessary, and the record shows that additional planning is necessary here to address all load under executed Rule 9 agreements.[54] NV Energy must plan prudently for the potential that these loads materialize.

Q.22. Does the Preferred Plan satisfy these prudent planning objectives?

A.22. Not fully, and that is why the Commission should both approve it and require NV Energy to finish the planning required to meet these requirements. The resources in the Preferred Plan are needed under any reasonable forecast, so approving them is prudent. But the

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[49] *See* NAC 704.9465.
[50] *See* NAC 704.945.
[51] *See* NAC 704.937(7).
[52] *See* NRS 704.746(4)-(5); NRS 704.751(1).
[53] *See* NAC 704.9494(3), (8).
[54] *See* NV Energy Response to Fleet DR 34 ("The Base Plus Load Forecast removes the mitigation for customers with signed Rule 9 agreements and, as shown in the filing, additional resources are needed to meet the full load needs of the Base Plus Load Forecast."); NV Energy Response to Staff DR 84(c) ("Additional generation and energy needs beyond those requested in the Preferred Plan would need to be requested in a future Amendment or IRP.")

plan does not yet show how NV Energy will reliably serve all load under executed Rule 9 agreements. Even under the Base forecast, the Preferred Plan does not include sufficient capacity resources to provide reliable firm service to NV Energy's customers; instead, it leaves open positions that must be filled from an uncertain market. The Preferred Plan therefore does not maximize the reliability of supply over the term of the plan. That reliability risk grows substantially when the full expected addition of customers with signed Rule 9 agreements comes online, which increases the open position (i.e., the resource capacity deficiency) in the Preferred Plan, as shown in Table 1 above.

Q.23. What would a prudent, risk-conscious resource plan include?

A.23. NV Energy should be obligated to seek approval for a resource plan that includes a comprehensive load forecast scenario. A prudent, risk-conscious resource plan would estimate how much capacity is needed to reliably serve customers over the planning period, including the ability to develop or procure the capacity resource additions under assumed ramp schedules, and the expected cost of service under these projections.

Nevada's resource-planning regulations expressly require demand and consumption data to include the demands of ultimate customers reflecting firm contractual commitments and require NV Energy to evaluate supply portfolios capable of meeting expected future demand with adequate reliability.[55]

A resource portfolio based on that comprehensive forecast, along with the risk mitigation portfolio proposed by NV Energy, should be relied on to seek Commission approval of short-term resource investment/procurement plans that balance investment risk mitigation

[55] *See* NAC 704.9281(2) (requiring resource-plan demand and consumption data to include demands of ultimate customers reflecting firm contractual commitments).

with a transparent and fully developed plan that identifies the resource additions that are necessary to serve all retail customers over the planning forecast period.[56]

The updated plan should outline NV Energy's risk-mitigated short-term investment plans and should ultimately be capable of serving all customers that NV Energy has an obligation to serve over both short-term and long-term planning periods. The Preferred Plan, built solely on the Base forecast, does not provide this information.

B. NV Energy's Rationale and the Proposed LLESA Requirements

Q.24. Has NV Energy explained why the Preferred Plan does not reflect all signed Rule 9 large load?

A.24. Yes. NV Energy witness Elicegui explains that NV Energy deliberately adopted a "risk-conscious" planning approach, designing the Preferred Plan to preserve flexibility and to limit NV Energy's risk of serving new large load customers. He states that NV Energy faces unique risks and opportunities associated with the significant generation and transmission investments needed to meet Nevada Power's and Sierra's energy needs, particularly when new large loads are included.[57] He also observes that once large data center and hyperscale loads reach full operation, they will use energy consistently in all hours of the year, improving system

[56] *See* NRS 704.741(1)-(4) (requiring utilities to forecast future customer demands, determine the best combination of supply resources to meet those demands, and evaluate alternative resource portfolios); NRS 704.746(4)-(5) (requiring Commission review of the adequacy of the resource plan and consideration of resources that provide adequate and reliable service); NAC 704.9281(2) (requiring resource-plan demand and consumption data to include demands of ultimate customers reflecting firm contractual commitments); NAC 704.937(1)-(8) (requiring evaluation of alternative supply portfolios to meet expected future demand, consideration of risk mitigation and reliability, and alternative plans that provide adequate reliability); NAC 704.9465 (requiring integrated demand, supply, financial, and regulatory planning as the basis for the preferred plan); NAC 704.948 (requiring analysis of cost, reliability, financial, and other risks and the relationship between risk mitigation, cost and reliability); NAC 704.9489 (requiring a detailed three-year Action Plan based on integrated demand- and supply-side analysis and identifying planned resource acquisitions).

[57] *See* Elicegui Direct at 8:12-18.

asset utilization and spreading fixed costs across more kWh sales.[58] He notes that this lowers the system's per-unit cost of power ($/kWh) for all customers.

At the same time, NV Energy is concerned that if the large load does not materialize, the cost of investments made to serve it would be spread across existing customers unless proper protections are in place.[59] To mitigate this risk, NV Energy asks the Commission to approve after the fact what NV Energy terms to be a "risk-conscious" and "flexible" planning approach that includes the following elements:

- A Letter of Intent that provides a pathway for large load customers to include 100% of the projected load ramp in the Base load forecast;
- A Base Minus load forecast, which removes the mitigated load ramps associated with specified large load service requests from the Base load forecast. NV Energy uses the Base Minus forecast with the Preferred Plan to estimate the incremental costs of serving new large load customers;
- A Large Load Electric Service Agreement ("LLESA"); and
- A revised approach to resource selection that places more weight on deliverability and near-term present worth of capital costs, to preserve flexibility and avoid decisions that are difficult to reverse. This element reflects NV Energy's recognition of current constraints on new gas turbine supply, and of the much longer lead times and higher execution risk of procuring large frame combined cycle units. NV Energy witness Elicegui notes practical limitations on the availability and delivery timeframes for certain thermal technologies. For these reasons, NV Energy proposes to place greater weight on resource options that can be delivered in a shorter time and deployed in a modular manner, such as aeroderivative gas units, while recognizing that procurement windows for these units are also tightening.[60]

[58] *See* Elicegui Direct at 8:20-24.
[59] *Id.* at 6:24-7:5; 8:17-18.
[60] *Id*. at 9:9-20, 17:16-24.

Q.25. Has NV Energy proposed additional requirements that new large load customers must meet before their projected loads are fully reflected in the IRP?

A.25. Yes. NV Energy proposes the LLESA as a prerequisite for planning the production and transmission capacity needed to serve new large loads. NV Energy witness Wells states that the LLESA is designed to operate in conjunction with Rule 9 agreements and will align responsibility with cost causation by pairing NV Energy's obligation to plan to serve significant load with customer commitments that reduce stranded-investment risk and protect existing customers.[61] The proposed LLESA includes maximum demand, a ramp schedule, minimum billing demand and energy provisions, security provisions, and early termination provisions, among other terms.[62]

The LLESA also assumes that the incremental thermal generation needed to serve new large load customers will be provided only by NV Energy. NV Energy witness Wells states:

> The agreement uses three complementary features. First, the Customer-Specific Generation Charge ("CSGC") begins shortly after Commission approval and is intended to collect, through a Contribution In Aid of Construction ("CIAC"), the incremental costs for new thermal generation and related transmission projects that are not needed in the Base Minus informational case. CSGC thus helps align future rate base investment with the embedded cost of generation at the time resources are placed in rate base. In other words, the contributions by the large load customers during construction will result in the new thermal generation having the same cost as the existing entire generation fleet developed and depreciated over many years.[63]

NV Energy intends the LLESA to moderate its financial risk of investing in capacity needed to serve new large load customers, while protecting other customers from the risk that the new load does not materialize and the cost of that investment is instead spread over existing

[61] Wells Direct at 18:4-6.
[62] *Id.* at 18:6-10.
[63] *Id.* at 25:4-12.

customers. While moderating NV Energy's risk is reasonable when addressed through the appropriate regulatory process, the IRP should also produce long-term planning information that informs Rule 9 customers of NV Energy's ability to develop adequate resource capacity to serve their load, meet their planned load and ramping schedules, and keep the cost of electric service reasonable.

Q.26. Should the proposed LLESA determine whether NV Energy plans for load under Rule 9 agreements that have already been executed?

A.26. No. Regardless of whether a customer executes a LLESA or other supply agreement, executed Rule 9 agreements have been, and should remain, the basis of NV Energy's load forecast and resource planning. NV Energy needs to develop resource plans to identify the resources, and related costs, to meet its tariff and contractual obligations to provide service.

The Commission may determine, in an appropriate proceeding, that augmented terms of service or different cost allocations for large customers are reasonable. That is different from applying the proposed LLESA terms to a Rule 9 agreement that has already been executed as a prerequisite for NV Energy to plan the production and transmission capacity needed to serve that customer's contracted load. The proposed LLESA terms were introduced years after many Rule 9 agreements, including Tract's Rule 9 Agreements, were executed.

Those executed agreements already establish contracted load ramps and customer obligations. Conditioning that planning obligation on a later agreement would, in effect, change the terms on which customers relied when they executed their Rule 9 agreements. These concerns are particularly relevant for MPC agreements, where the master plan developer is not the end-use customer that would execute such an electric service contract. Accordingly, any terms of service the Commission approves should not condition NV Energy's obligation to plan for load under existing Rule 9 agreements.

C. The Risk-Conscious Framework's Track Record and the Effect of Under-Forecasting

Q.27. Has NV Energy's "risk-conscious" planning framework proven effective in meeting its customer commitments?

A.27. No. In the 2024 IRP, NV Energy acknowledged that "[i]f updated Major Project information were included in the 2024 Joint IRP forecast it would be expected that the overall load levels would in fact be higher than those included in the Companies' base load forecast" and that "applying a consistent approach to the mitigation of these requested amounts results in a net increase of approximately 800 MW of expected load by 2033."[64] Since then, there have been clear disconnects between NV Energy's forecasting methods and customer progression. The disconnect has grown in the 2026 IRP, in which NV Energy stated that "[s]ince the completion of the 2026 Joint IRP Load Forecast…the combined impact of these updates is an increase of more than 5,500 MW in total requested capacity."[65] The root of the problem is in the load forecasting itself, from study phase through executed Rule 9 agreement, not the insertion of potential risk mitigation or cost allocation measures under supply agreements. In fact, even after NV Energy introduced such measures under the proposed LLESA, the effect was not to decrease the load forecast, but to increase it as loads from Rule 9 customers were no longer heavily mitigated.

Q.28. Why do you believe NV Energy has not only under-forecasted Rule 9 agreement loads, but has even failed to apply a logical or consistent approach to the mitigations it has applied in its forecast?

A.28. Based on my consultation with principals at Tract, I understand there are clear disconnects in the mitigation methodologies applied by NV Energy to large loads. *First*, NV

[64] *See* Docket No. 24-05041, 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 2025-2044 Triennial Integrated Resource Plan and 2025-2027 Energy Supply Plan, Vol. 2, Prepared Direct Testimony of Timothy Pollard (May 31, 2024) at 20:7-18.
[65] Application, Vol. 2, Pollard Direct at 26:11-15.

Energy has inserted higher thresholds for capacity utilization under certain large customer Rule 9 agreements but then failed to recognize such thresholds in the load forecast. If a customer has an obligation to use a minimum of 80% of its contract capacity or face penalties from NV Energy, as is the case for Tract's Rule 9 Agreements, then there is no rational basis for NV Energy to plan for 50% or less of that customer's peak demand. A customer's penalties for failing to meet its minimums can be severe, including draws on posted security, forfeiture of cash advances, and reallocation of capacity ("clawback"). *Second*, NV Energy fails to sufficiently recognize the actual performance of customers in its load forecasting methodology, which should result in less mitigation of customer load. In Tract's case, it is my understanding that the mitigated load levels included in the 2024 IRP are comparable to the mitigated load levels included in the 2026 IRP, despite Tract meeting significant performance and payment obligations in the intervening time.[66] Continuing to heavily mitigate the load of customers that meet their commitments may also encourage future customers to inflate requested load in anticipation of mitigation, which would reduce, rather than improve, forecast accuracy over time. *Finally*, NV Energy appears to use subjective criteria to determine load mitigations on a customer-by-customer basis that result in significant differences in the load mitigations ultimately applied.[67] These differences may ultimately prove to advantage certain customers

[66] *See* NV Energy Response to Tract DR 05 (confidential); NV Energy Response to Staff DR 190 (Tract Peru Shelf and South Valley forecasts manually decreased below the mitigation calculation); *see also* NV Energy Response to Tract DR 27 (confidential), Tract Response to Staff DR 118 (confidential) ("Exhibit-Gorman-Direct-4").

[67] *Compare, e.g.*, Docket No. 20-08014, Comments of Google LLC at 2:6 (stating that LLESA customers "will receive only sixty-five percent (65%) of their load inclusion in the 2026 IRP," or a mitigation of only 35%), *with* NV Energy Response to Tract DR 05, Attach. 1 (Confidential) (including only [redacted]% of Tract's requested load, or a mitigation of [redacted]%, in each year from 2027 through 2036); *See* NV Energy's Response to Tract DR 27(d) (Confidential) (confirming that the initial mitigation factor for Peru Shelf and South Valley was "set to [redacted] percent of the customer-identified ramp schedule for the Base load forecast") ("Exhibit-Gorman-Direct-3.

versus others where scarcity arises and where no rules exist to permit or justify such disparate treatment of similarly situated customers by NV Energy.

Q.29. What is the effect of consistently under-forecasting?

A.29. As described in testimony submitted by Tract in the 2024 IRP, "Under-forecasting can result in delayed or inadequate infrastructure investment, leaving utilities unable to meet the growing energy needs of large-scale developments and its other customers in a timely manner, foregoing service to new loads, and leads to higher costs, while inhibiting the economic benefits of new development."[68] NV Energy's own filings indicate that this concern is no longer hypothetical, and discussions with Tract affirm that the consequences are already materializing. A forecast that continues to heavily mitigate load will cause NV Energy to identify additional resources on a reactive basis, when options are, at best, uncertain or limited, or available only with concessions in cost or terms. At worst, the needs are identified only after the lead time to procure those resources has become a constraint, disrupting customer commitments and economic development.

Rule 9 customers fund interconnection facilities, post security, and in some cases convey land to NV Energy years before taking service, and they face penalties if they do not take service as contracted. However, NV Energy's planning does not account for the risk that the supply needed to serve them is not available. The costs of failing to plan for growth also extend beyond those customers. Large-scale investment decisions depend on confidence that power will be available on a predictable schedule. Where that confidence is lacking, large load customers may locate future investment in other markets, taking with it the associated tax revenue, employment, and follow-on investment in suppliers and services. A recent study prepared by PwC estimates that each direct job in the U.S. data center industry supports

[68] Docket No. 24-05041, Prepared Direct Testimony of Dennis Bartlett on behalf of Tract Capital Management, LP (Oct. 18, 2024) at 20:5-8.

approximately 4.5 additional jobs elsewhere in the U.S. economy.[69] Planning that consistently understates committed load may therefore affect Nevada's broader economy, not only the customers with signed Rule 9 agreements.

Q.30. If NV Energy does not prudently plan to serve its obligations under Rule 9 agreements, does NV Energy's "risk-conscious" framework reflect all the risks that NV Energy faces with respect to Rule 9 customers?

A.30. No. Risk-conscious planning should contemplate a scenario where all resource additions needed to reliably serve the projected load are considered, including new large load customers with signed Rule 9 agreements. NV Energy's planning mitigates load additions in the Preferred Plan based on the risk that the full amount of load does not materialize, but it fails to also plan for the risk that the load will materialize. Hence, NV Energy's planning does not fully evaluate its service risk and the investments that reasonably mitigate this risk.

Q.31. Does a scenario based on all executed Rule 9 load mean NV Energy should seek approval to build to 100% of that load in an IRP?

A.31. No, and I want to be clear on this point. I am highlighting two points: 1) NV Energy has documented for years that the methodology used to mitigate large customer loads has proven to be inadequate, and 2) there is a need to comprehensively study and present a resource plan that allows NV Energy to "flex up" to serve all of its contractually committed load. Load mitigation is a legitimate statistical planning tool, but the levels NV Energy applies are inconsistent and understate, and will continue to understate, actual needs, which undermines prudent resource planning.[70] In some cases, the mitigation methodology appears illogical or overly subjective, and it has not been applied consistently to similarly situated customers, as discussed above. Additionally, the purpose of such a methodology is not to truncate specific

[69] *See* PwC, Economic Contributions of Data Centers in the United States 2023-2024 (May 2026) at 5.
[70] *See* Q&A 28, *supra*; *see also* Q&A 27, *supra*.

customer commitments – doing so negates the entire purpose of such statistical analysis. The insertion of additional terms, conditions, and risk mitigations on customers, such as the LLESA, is clearly not a substitute for adequate planning. Absent a consensus on the proper methodology for mitigations, it is prudent that in the future NV Energy perform comprehensive modeling and seek contingent approval of resources that may be necessary to meet all customer needs.

D. Mitigating the Forecast Does Not Mitigate Reliability Risk

Q.32. Will NV Energy's risk-conscious planning approach allow it to quickly develop additional generation and transmission capacity, if needed, to provide reliable firm service to existing customers and to new customers with signed Rule 9 agreements?

A.32. No. The Preferred Plan does not provide a clear outlook on the total capacity additions NV Energy may need to meet the service demands of its interconnected customers. As discussed above, the Preferred Plan is capacity deficient relative to NV Energy's resource adequacy requirements and does not fully reflect contracted Rule 9 customer load obligations. NV Energy's Resource Plan and Action Plan should therefore be updated more frequently than every three years to provide reliable service to Nevada customers.

Delaying necessary updates to the IRP and Action Plan could materially impair NV Energy's ability to provide reliable service to its customers. As NV Energy witness Elicegui explains, demand for new gas turbines is extremely high, and delivery lead times are constrained by manufacturer production limits and by national, if not worldwide, demand for these resources.[71] In this environment, a delay in identifying the need for, and committing to, new resources can delay the commercial operation dates of the resources necessary for service reliability and cause financial difficulties and service reliability challenges for Nevada customers.

[71] *See* Elicegui Direct at 17:16-18.

V. THE COMMISSION SHOULD ALLOW NEW LARGE LOAD CUSTOMERS TO BRING THEIR OWN CAPACITY

A. A Voluntary Bring-Your-Own-Capacity Option

Q.33. Do you believe that NV Energy has sufficiently planned to invest in the capacity needed to serve new large load customers?

A.33. As I noted previously, NV Energy has the obligation to serve the load associated with all Rule 9 Agreements, including Tract's Rule 9 Agreements.[72] However, NV Energy has failed to adequately plan to invest in the capacity necessary to serve these new large load customers, in part because of its misguided attempts or deferred action to mitigate its risks of investing in that needed capacity.

Q.34. Are there other ways to mitigate NV Energy's risk of investing in capacity needed to serve new large load customers?

A.34. Yes. NV Energy's risk can also be mitigated by allowing new large load customers to exercise all options available to them to maintain supply assurances underpinning major investments, such as bringing their own capacity, while remaining bundled customers of NV Energy.[73] To the extent a new large load customer is able to supply its own capacity, NV Energy would not need to build the capacity needed to serve all or a portion of that customer's load, and the costs of that customer-supplied resource would be borne by that specific customer rather than by other customers.[74] To avoid conflicts with resource planning, NV Energy should continue to plan to serve such customers until such avenues are readily available and a customer makes such an election, and NV Energy should coordinate with new customers that opt to bring

[72] *See* Q&A 11, *supra*.
[73] NRS 704.021(13) (allowing data centers to secure alternative energy supply arrangements outside of NV Energy's procurement portfolio).
[74] *See* NV Energy Response to Fleet DR 37(d) (stating that a dedicated resource reduces the capacity and energy NV Energy must plan to serve retail load and it models such a resource as a must-take).

their own capacity to serve part or all of their load in developing the updated IRP load and resource plans.

Coordinating NV Energy's and customers' investment plans in this way will directly reduce NV Energy's investment risk of serving all large loads and better ensure that NV Energy can reliably provide service to new large load customers. Therefore, such coordination is fully consistent with the risk-conscious IRP that NV Energy proposes. Allowing new large load customers the option to bring their own capacity will help close NV Energy's open position identified above without requiring NV Energy to further extend its capital to meet future load growth needs.

Q.35. Would allowing new large load customers to bring their own capacity mitigate NV Energy's risk?

A.35. Yes. *First*, it would give new large load customers assurance that they are served by the most economical resources available in the market. If a new large load customer can secure capacity at a lower cost or on better terms than a new NV Energy-built resource, then the new customer's total cost of service would be reduced at no harm to other ratepayers.[75]

Second, because customer-supplied capacity would be sleeved to specific customers, it would not cause NV Energy to incur generation costs above the embedded cost of the generation currently serving other customers. While there may ultimately be a premium associated with the specific resource PPA passed on to the customer, there would be no need for a CSGC collected through a CIAC or Long-Term Energy Rate surcharge for pipeline and transmission improvements.

Third, the CIAC requirement itself may impose an uneconomic burden on new large load customers. A large upfront payment departs from the manner in which capacity costs are

[75] *See id.*

normally recovered—either through a levelized cost of service over the life of a generating asset or through PPA pricing that spreads the all-in fixed costs over the contract term. Additionally, NV Energy's collection of such offsets for financing projects, unavailable to the broader market, may skew the competitive landscape.

NV Energy acknowledges that the supply of new generation resources is constrained, and that these constraints affect the timing and cost of new capacity and the selection of optimal resources.[76] While there is no certainty, to the extent new large load customers can bring capacity resources that are a more economical source of power than those NV Energy has access to, all stakeholders benefit. Further, to the extent new, more efficient thermal generating resources are added to NV Energy's balancing area, all customers may benefit from improved system fuel efficiency, resiliency, and power quality.

B. Equal Treatment of Customer-Sponsored Generation Interconnection Requests

Q.36. How should capacity brought by new large load customers be coordinated in NV Energy's IRP resource planning studies?

A.36. As I noted previously, NV Energy has the obligation to serve the load associated with all Rule 9 Agreements, including Tract's Rule 9 Agreements.[77] Capacity resource options that new large load customers are investigating or have identified to serve their own load should be considered by NV Energy as resource options available to meet NV Energy's capacity needs under a resource planning scenario that includes all Rule 9 customer load projections. NV Energy should identify reasonable measures to ensure that capacity brought by customers meets NV Energy's accredited capacity requirements, and that the operation of that capacity can be coordinated in a manner that ensures NV Energy can maintain adequate planning and operating

[76] *See* Elicegui Direct at 17:16-21.
[77] *See* Q&A 11, *supra*.

reserves, as well as service quality, on the system. The Commission should direct NV Energy to file these coordination requirements for transparent review by new large load customers and third-party power suppliers. The operating and financial requirements for capacity brought by new large load customers should be reasonably aligned with the terms of NV Energy's own PPAs with third-party suppliers.

VI. RECOMMENDATIONS

Q.37. Should the Commission approve the Preferred Plan as recommended by NV Energy?

A.37. Yes. The Commission should approve the Preferred Plan in this proceeding to ensure that NV Energy expeditiously moves forward to procure the resources identified. While the Preferred Plan is massively undersized relative to the committed load, it nonetheless remains the only comprehensive plan presented to the Commission in this proceeding with robust supporting analysis. A delay in the approval of the Preferred Plan and its Action Plan creates execution risk for NV Energy, which ultimately creates a service risk borne by large load customers who have relied on NV Energy's Rule 9 agreement contractual commitments and the utility's obligation to serve in funding the customer's infrastructure development, commencing development, and signing end-use customer agreements.

Many of the projects that may be impacted by such delay, including Tract's projects, are loads that were already reviewed and approved in a prior IRP. The evidence is clear that this Preferred Plan is a necessary "floor" for resource commitment that needs to be included in an Action Plan.

Q.38. Please summarize your recommendation on how NV Energy should develop prudent IRPs and Action Plans.

A.38. I recommend that the Commission direct NV Energy to:

a. include planning scenarios that reflect: 1) resources needed to serve all customers' demand including all signed Rule 9 customer load additions, and 2) a risk-conscious planning scenario that reflects uncertainty of the amount of load additions.
b. list the resource investments NV Energy is planning to make over the short-term Action Plan period and show how the short-term Action Plan aligns with the development of resources that are needed over the full IRP planning period.

c. ensure that the Action Plan meets the resource adequacy planning targets for Nevada Power and for Sierra individually, as well as on a combined, joint planning basis over both the short-term Action Plan period and the long-term planning period.

d. revise its plan for transmission capacity additions to reliably serve all customers' peak demand and energy requirements and to meet the resource adequacy needs of Nevada Power and Sierra individually and as a combined system.

Q.39. Should the Commission direct NV Energy to permit new large load customers to bring their own capacity which will be treated as a capacity resource option to NV Energy in developing an updated IRP resource plan?

A.39. Yes. While NV Energy continues to have the obligation to serve its large load customers that have signed Rule 9 Agreements, a voluntary option for new large load customers to bring their own capacity can mitigate NV Energy's risk of investing in additional capacity that is needed to serve new large loads, which is consistent with a risk-conscious planning approach. Also, if the new large load customers have access to generation resources on better economics or better terms than those available to NV Energy to meet the planned ramp load of the new large load customers, then all stakeholders will benefit from this option.

To implement this option, the Commission should ensure that NV Energy revises how it processes generation interconnection requests for capacity brought by new large load customers to ensure that these requests are treated on an equal priority basis with the capacity

additions and Power Purchase Agreements NV Energy secures to meet its own resource adequacy requirements.

VII. CONCLUSION

Q.40. Does this conclude your direct testimony?

A.40. Yes, it does.

EXHIBIT GORMAN-DIRECT-1

STATEMENT OF QUALIFICATIONS

APPENDIX A

QUALIFICATIONS OF MICHAEL P. GORMAN

PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A.1. Michael P. Gorman. My business address is 16690 Swingley Ridge Road, Suite 140, Chesterfield, MO 63017.

Q.2. PLEASE STATE YOUR OCCUPATION.

A.2. I am a consultant in the field of public utility regulation and a Managing Principal with the firm of Brubaker & Associates, Inc. ("BAI"), energy, economic and regulatory consultants.

Q.3. PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND WORK EXPERIENCE.

A.3. In 1983 I received a Bachelor of Science Degree in Electrical Engineering from Southern Illinois University, and in 1986, I received a Master's Degree in Business Administration with a concentration in Finance from the University of Illinois at Springfield. I have also completed several graduate level economics courses.

In August of 1983, I accepted an analyst position with the Illinois Commerce Commission ("ICC"). In this position, I performed a variety of analyses for both formal and informal investigations before the ICC, including marginal cost of energy, central dispatch, avoided cost of energy, annual system production costs, and working capital. In October of 1986, I was promoted to the position of Senior Analyst. In this position, I assumed the additional responsibilities of technical leader on projects, and my areas of responsibility were expanded to include utility financial modeling and financial analyses.

In 1987, I was promoted to Director of the Financial Analysis Department. In this position, I was responsible for all financial analyses conducted by the Staff. Among other

things, I conducted analyses and sponsored testimony before the ICC on rate of return, financial integrity, financial modeling and related issues. I also supervised the development of all Staff analyses and testimony on these same issues. In addition, I supervised the Staff's review and recommendations to the Commission concerning utility plans to issue debt and equity securities.

In August of 1989, I accepted a position with Merrill Lynch as a financial consultant. After receiving all required securities licenses, I worked with individual investors and small businesses in evaluating and selecting investments suitable to their requirements.

In September of 1990, I accepted a position with Drazen-Brubaker & Associates, Inc. ("DBA"). In April 1995, the firm of Brubaker & Associates, Inc. was formed. It includes most of the former DBA principals and Staff. Since 1990, I have performed various analyses and sponsored testimony on cost of capital, cost/benefits of utility mergers and acquisitions, utility reorganizations, level of operating expenses and rate base, cost of service studies, and analyses relating to industrial jobs and economic development. I also participated in a study used to revise the financial policy for the municipal utility in Kansas City, Kansas.

At BAI, I also have extensive experience working with large energy users to distribute and critically evaluate responses to requests for proposals ("RFPs") for electric, steam, and gas energy supply from competitive energy suppliers. These analyses include the evaluation of gas supply and delivery charges, cogeneration and/or combined cycle unit feasibility studies, and the evaluation of third-party asset/supply management agreements. I have participated in rate cases on rate design and class cost of service for electric, natural gas, water and wastewater utilities. I have also analyzed commodity pricing indices and forward pricing methods for third-party supply agreements and have also conducted regional electric market price forecasts.

Q.4. HAVE YOU EVER TESTIFIED BEFORE A REGULATORY BODY?

A.4. Yes. I have sponsored testimony on cost of capital, revenue requirements, cost of service and other issues before the Federal Energy Regulatory Commission and numerous state regulatory commissions including: Alaska, Arizona, Arkansas, California, Colorado, Delaware, the District of Columbia, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and before the provincial regulatory boards in Alberta, Nova Scotia, and Quebec, Canada. I have also sponsored testimony before the Board of Public Utilities in Kansas City, Kansas; presented rate setting position reports to the regulatory board of the municipal utility in Austin, Texas, and Salt River Project, Arizona, on behalf of industrial customers; and negotiated rate disputes for industrial customers of the Municipal Electric Authority of Georgia in the LaGrange, Georgia district.

Q.5. PLEASE DESCRIBE ANY PROFESSIONAL REGISTRATIONS OR ORGANIZATIONS TO WHICH YOU BELONG.

A.5. I earned the designation of Chartered Financial Analyst ("CFA") from the CFA Institute. The CFA charter was awarded after successfully completing three examinations which covered the subject areas of financial accounting, economics, fixed income and equity valuation and professional and ethical conduct. I am a member of the CFA Institute's Financial Analyst Society.

EXHIBIT GORMAN-DIRECT-2

NV ENERGY'S RESPONSE TO TRACT DR 05, ATTACH. 1 (CONFIDENTIAL)

EXHIBIT IS CONFIDENTIAL IN ITS ENTIRETY

EXHIBIT GORMAN-DIRECT-3

NV ENERGY RESPONSE TO TRACT DR 27
(CONFIDENTIAL)

EXHIBIT IS CONFIDENTIAL IN ITS ENTIRETY

EXHIBIT GORMAN-DIRECT-3

NV ENERGY RESPONSE TO TRACT DR 27
(CONFIDENTIAL)

EXHIBIT IS CONFIDENTIAL IN ITS ENTIRETY

EXHIBIT GORMAN-DIRECT-4

TRACT RESPONSE TO STAFF DR 118
(CONFIDENTIAL)

EXHIBIT IS CONFIDENTIAL IN ITS ENTIRETY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this day served the foregoing Direct Testimony of Michael P. Gorman on behalf of Reno Power NR I, LLC in reference to Docket No. 26-05007, 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 2027-2046 Triennial Integrated Resource Plan and 2027-2029 Energy Supply Plan, upon each of the parties on the attached service list in this proceeding via electronic mail.

DATED this 16th day of October 2026.

Sincerely,

/s/ Kim Chan
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ATTACHMENT B

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WOMBLE BOND DICKINSON

October 16, 2026

Trisha Osborne
Assistant Commission Secretary
Public Utilities Commission of Nevada
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Carson City, NV 89701-3109

RE: *Docket No. 26-05007 — 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 2027-2046 Triennial Integrated Resource Plan and 2027-2029 Energy Supply Plan*

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Phase III Prepared Direct Testimony of William McCausland On behalf of PowerHouse Reno Britain, LLC

Dear Ms. Osborne:

Please find enclosed the Phase III Prepared Direct Testimony of William McCausland on behalf of PowerHouse Reno Britain, LLC ("PowerHouse Reno") in the above-referenced docket.

A portion of Phase III Prepared Direct Testimony of William McCausland on behalf of PowerHouse Reno contains confidential information and is being filed with the Public Utilities Commission of Nevada pursuant to NAC 703.5274. The testimony contains commercially sensitive information, including requested load, that PowerHouse Reno has designated as confidential pursuant to NAC 703.5274. The commercially sensitive information could put PowerHouse Reno at a competitive disadvantage with industry competitors. The confidential information has been highlighted in the enclosed document. Pursuant to NAC 703.5274(8), PowerHouse Reno will provide copies of the confidential materials to Commission Staff, and to Bureau of Consumer Protection upon the execution of a protective agreement. Powerhouse Reno requests that this confidential information be maintained as confidential for a period of five (5) years or as long as lawfully allowed, whichever is longer. Confidential treatment of the designated information will not impair the ability of the parties to fully evaluate this testimony.

Should you have any questions regarding this filing, please contact me at Lucy.Crow@wbd-us.com.

Best regards,

Womble Bond Dickinson (US) LLP

Lucy C. Crow

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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 2027-2046 Triennial Integrated Resource Plan and 2027-2029 Energy Supply Plan.	Docket No. 26-05007

Phase III Prepared Direct Testimony of

William McCausland

On behalf of PowerHouse Reno Britain, LLC

October 16, 2026

I. INTRODUCTION AND PURPOSE

1. Q. PLEASE STATE YOUR NAME, OCCUPATION, BUSINESS ADDRESS, AND THE PARTY ON WHOSE BEHALF YOU ARE FILING TESTIMONY.

A. My name is William McCausland, and I am Senior Vice President of Data Center Utilities at American Real Estate Partners ("AREP"), located at 1660 International Drive, McLean, Virginia. I am filing testimony on behalf of PowerHouse Reno Britain, LLC ("PowerHouse Reno"), which, as discussed in my Phase II testimony, is developing the PowerHouse Reno facility.

2. Q. HAVE YOU PREVIOUSLY SUBMITTED PRE-FILED TESTIMONY IN THIS PROCEEDING?

A. Yes. I submitted Phase II prepared direct testimony on behalf of PowerHouse Reno on September 22, 2026. My qualifications are attached to that testimony as Exhibit WM-1 and are incorporated here by reference.

3. Q. WHAT IS THE PURPOSE OF YOUR PHASE III TESTIMONY?

A. My Phase II testimony addressed Nevada Power Company and Sierra Pacific Power Company's (collectively, "NV Energy") proposed Large Load Electric Service Agreement ("LLESA") and PowerHouse Reno's support for

Microsoft's Ratepayer Protection Tariff ("RPT"). My Phase III testimony addresses the consequences of relying on the current, as-filed LLESA framework to support and inform the load forecast and supply-side resource plan that NV Energy asks the Commission to approve. The proposed load forecast and supply-side resource plan suffer from myriad issues, including inconsistent treatment of large loads, unexplained mitigation levels, and requested ramp schedules that do not match what customers submitted. NV Energy improperly links a customer's inclusion in the forecast to the execution of agreements the Commission has not yet approved, which undermines the forecast's reliability as a planning tool. On the supply side, the resource buildout has been driven heavily by pooled large-load demand, with cost responsibility that is not clearly defined and that risks shifting forecast uncertainty and stranded-asset exposure to others. In the following testimony, I explain specifically (1) why NV Energy's load forecast understates committed large-load demand because it screens customers by contract execution rather than project commitment; (2) why the resource plan should provide commercially reasonable near-term and bridging supply for committed customers and should accommodate competitive and customer-sponsored supply; (3) how resources can be planned to support large loads in a manner that successfully allocates cost responsibility; and (4) why the Commission should adopt risk-allocation mechanisms that protect both existing ratepayers and large-load customers.

4. Q. PLEASE SUMMARIZE YOUR RECOMMENDATIONS.

A. PowerHouse Reno recommends that the Commission: (i) direct NV Energy to include PowerHouse Reno's [redacted] load in its load forecast at the

ramp levels PowerHouse Reno submitted to NV Energy in early 2026[1]; (ii) prohibit NV Energy from conditioning a customer's queue position or inclusion in the load forecast on execution of agreements the Commission has not approved; (iii) require NV Energy to adopt objective, commitment-based criteria for including large loads in the forecast; (iv) direct NV Energy to plan for commercially reasonable bridging and near-term supply for committed customers, including through competitive procurement and customer-sponsored resources; (v) adopt a cost allocation framework aligned with the RPT for resource planning; (vi) ensure that resource approvals in this phase do not lock in LLESA-based cost recovery before the Commission resolves the large-load service framework; and (vii) provide intervenors in this Integrated Resource Plan ("IRP") proceeding who did not sign the LLESA with at least 60 days following the entry of any order approving any agreement in this proceeding to consider and sign any such agreement.

II. THE POWERHOUSE RENO PROJECT AND ITS CURRENT STATUS

5. Q. PLEASE BRIEFLY DESCRIBE THE POWERHOUSE RENO PROJECT.

A. PowerHouse Reno is developing a large-scale data center at the Tahoe Reno Industrial Center in NV Energy's northern service territory. The project has requested [redacted] MW of capacity at full load, with readiness to receive initial power as early as August 2027, ramping to full capacity by 2030. NV Energy is the sole provider of electric service in the area and has a corresponding obligation to serve new loads at just and reasonable rates.

[1] On July 28, 2023, PowerHouse Reno sent NV Energy an original load ramp request. Because of NV Energy's delays over the course of the next 2.5 years, the load ramp was adjusted and the final ramp submitted in early 2026, which remains significantly different than the load ramp request reflected in NV Energy's Integrated Resource Plan.

6. Q. WHAT IS THE STATUS OF POWERHOUSE RENO'S REQUEST FOR SERVICE?

A. PowerHouse Reno has engaged with NV Energy since 2023, executed an Engineering Study Agreement on July 28, 2023, and has invested tens of millions of dollars in project development, including procuring easements that it transferred to NV Energy for bridging-power circuits at NV Energy's request in anticipation of receiving service. PowerHouse Reno has not executed the LLESA, the Abnormal Risk Rule 9 Large Project Line Extension Agreement ("ARLPLEA"), or the Rule 9 High Voltage Distribution Agreement ("HVD") because, as explained in my Phase II testimony, NV Energy withheld information and terms for the agreements and, later, when NV Energy finally produced the LLESA, it was not Commission-approved and the agreements contain improper, extraordinary, excessive and commercially unreasonable terms.

In April 2026, NV Energy informed PowerHouse Reno that its load would not be included in the IRP filing because it had not executed those agreements. NV Energy later agreed to hold PowerHouse Reno's queue position until 30 days after the Commission's decision in this proceeding, after which PowerHouse Reno would be removed if it has not signed the LLESA. PowerHouse Reno remains ready and willing to take service and to pay just and reasonable rates.

III. NV ENERGY'S LOAD FORECAST UNDERSTATES COMMITTED LARGE-LOAD DEMAND

a. Exclusion of Committed Load Based on Contract Status

7. Q. HOW DID NV ENERGY TREAT POWERHOUSE RENO'S LOAD IN THE FORECAST FILED IN THIS PROCEEDING?

A. On April 29, 2026, NV Energy notified PowerHouse Reno that its requested load was not included in the IRP filing because PowerHouse Reno had

not executed the LLESA, ARLPLEA, and HVD. Despite that PowerHouse Reno had signed an Engineering Study Agreement, obtained and transferred to NV Energy easements worth many millions of dollars and that are needed to serve its project, and remained actively engaged in efforts to move its project forward on the timeline set forth in its ramp schedule, NV Energy inappropriately used only the litmus test of a counterparty's willingness to sign agreements with missing terms and that the Commission had not yet determined were just and reasonable for inclusion of load in its load forecast.

8. Q. WHY DOES THAT APPROACH UNDERMINE THE RELIABILITY OF THE LOAD FORECAST?

A. A load forecast is intended to be NV Energy's best estimate of the demand it will actually be obligated to serve. Whether a customer has signed a particular bilateral agreement, especially one the Commission has not yet approved and whose terms remain in dispute in this proceeding, says little about whether that customer's load will materialize. PowerHouse Reno has a site, a defined capacity request, a ramp schedule, a multi-year engineering relationship with NV Energy, and tens of millions of dollars invested. Excluding that load because PowerHouse Reno declined to sign terms dictated by the utility in the utility's favor that have not been adjudicated to be just and reasonable and are not in fact just and reasonable produces a forecast that reflects NV Energy's negotiating posture rather than expected demand.

That distortion carries through to resource planning. If committed load is left out of the forecast, the supply-side plan will be sized for less demand than NV Energy will actually face, which risks reliability shortfalls, reliance on high-cost emergency or market purchases, and later out-of-cycle resource additions that are more costly for all customers.

9. Q. IS POWERHOUSE RENO THE ONLY LARGE-LOAD CUSTOMER AFFECTED?

A. No. As I explained in Phase II, other data center developers intervening in this proceeding have raised similar concerns, and it is my understanding that various other new large-load customers have not executed the agreements NV Energy has provided. To the extent NV Energy applied the same screen to those customers, the forecast may omit a material amount of large-load demand. The Commission should require NV Energy to disclose, on a confidential basis as necessary, every large-load request it has received in its service territory, the requested capacity and ramp for each, and whether and why each was included in or excluded from the forecast.

b. Inaccurate Ramp Schedule

10. Q. DOES THE FORECAST ACCURATELY REFLECT POWERHOUSE RENO'S REQUESTED RAMP?

A. No. After filing its IRP, NV Energy provided PowerHouse Reno with a ramp schedule identified as PowerHouse Reno's requested load. That schedule does not match the ramp schedule PowerHouse Reno submitted, and NV Energy has not explained the discrepancy. To the extent any forecast or resource need in this proceeding pertaining to PowerHouse Reno relies on a modified ramp, it does not reflect PowerHouse Reno's actual expected demand. The Commission should direct NV Energy to use the ramp schedule PowerHouse Reno submitted, or to explain on the record, with supporting data, any departure from customer-submitted ramps.

c. Timing of Forecast Inputs

11. Q. DID THE TIMING OF THE LLESA PROCESS AFFECT THE FORECAST?

A. Yes. NV Energy informed PowerHouse Reno in May 2025 that a separate service agreement would be required but did not provide a draft LLESA to PowerHouse Reno until November 2025, after NV Energy had already finalized its load forecast inputs. Customers therefore could not have satisfied NV Energy's contract-execution expectation before the forecast was set, even if the terms had been acceptable. A forecast methodology that depends on customers signing an agreement they had not yet seen should not satisfy Commission expectations for sound long-term resource planning.

d. Recommended Forecast Inclusion Criteria

12. Q. SHOULD THE COMMISSION REVISE THE NV ENERGY LOAD FORECAST?

A. Yes, the Commission should do so by evaluating criteria such as site control, executed engineering study or design agreements, funding of studies, easements, or other utility-requested infrastructure, a defined capacity request and ramp schedule, and the customer's demonstrated willingness to pay just and reasonable, Commission-approved rates. PowerHouse Reno satisfies each of these indicators. Applying such criteria uniformly would improve forecast accuracy, treat similarly situated customers consistently, and prevent queue position or forecast inclusion from being used as leverage in contract negotiations.

IV. SUPPLY-SIDE RESOURCES AND PROCUREMENT

a. Near-Term and Bridging Supply

13. Q. HOW HAS NV ENERGY PROPOSED TO SUPPLY POWERHOUSE RENO BEFORE PERMANENT SERVICE IS AVAILABLE?

A. In March 2026, NV Energy advised that it could not serve PowerHouse Reno's bridging load from system capacity and would instead purchase market

supply, at a proposed bridging-power rate of approximately $[redacted] per kWh. That rate is more than [redacted] times NV Energy's current GS-3 tariff rate for comparable high-load-factor customers and roughly [redacted] times what PowerHouse Reno would expect to pay for bridging power of this size and duration based on its experience across its 4 GW+ national portfolio.

14. Q. WHAT DOES THAT EXPERIENCE INDICATE ABOUT NV ENERGY'S SUPPLY-SIDE PLAN?

A. It indicates that the plan does not provide adequate near-term capacity or an appropriate procurement strategy to serve committed load at reasonable cost. When a utility with an obligation to serve tells a committed customer that it has no system capacity and can only offer market power at a substantial premium, the gap should be addressed in the resource plan rather than passed through to the customer as a take-it-or-leave-it price. That obligation is the utility's side of the regulatory compact embodied in Nevada law: in exchange for a certificated, protected service territory, NV Energy must furnish reasonably adequate service and facilities to the load in that territory at just and reasonable charges. The Commission should direct NV Energy to identify, in this phase, the near-term capacity and energy resources, including short-term contracts and competitively procured market products, it will use to serve committed large loads during the period before customer-specific resources are in service, and to plan for commercially reasonable bridging supply for customers that have demonstrated project commitment through substantial investment.

b. Competitive and Customer-Sponsored Supply

15. Q. DID POWERHOUSE RENO PROPOSE ALTERNATIVES TO NV ENERGY'S BRIDGING SUPPLY?

A. Yes. PowerHouse Reno proposed that NV Energy either access competitive wholesale power supply from third parties or allow PowerHouse

Reno to identify supply sources at reasonable rates, with PowerHouse Reno backstopping any such contract. PowerHouse Reno was and remains willing to assume the financial risk of those arrangements. NV Energy declined to pursue that alternative.

16. Q. HOW SHOULD THE RESOURCE PLAN ACCOMMODATE THOSE ALTERNATIVES?

A. The Commission should require NV Energy's procurement framework to permit competitive solicitations for supply serving large loads and to allow customer-sponsored resources, in which a large-load customer arranges a third-party generation provider to sell power to the utility on the customer's behalf. This approach is consistent with the power purchase agreement and "bring your own power" feature of the RPT, under which the customer is billed at its contracted energy rate and the accredited capacity of its resource is subtracted from its load ramp so that NV Energy does not also plan to serve that capacity from its own portfolio. Customer-sponsored supply expands the pool of available resources, places the cost and risk of those resources on the customer that benefits from them, and avoids double-planning for the same capacity.

c. Tying Planned Resources to the Large Loads That Cause Them

17. Q. HOW SHOULD THE COMMISSION ENSURE COST RESPONSIBILITY IS PROPERLY ALLOCATED TO LARGE LOAD CUSTOMERS CONSISTENT WITH COST CAUSATION PRINCIPLES?

A. PowerHouse Reno supports aligning cost responsibility with cost causation and it has consistently stated its willingness to pay just and reasonable rates and to pay its own way. The Commission can determine whether a large-load customer is paying its fair share under Microsoft's RPT framework. Under that framework, the utility first determines whether existing infrastructure can serve the new load and, if not, identifies the new generation, transmission, and

substation facilities needed to serve that customer. Each customer-caused asset is divided into a Customer Contributed Share funded directly by the customer and a System Benefit Share that enters rate base only if the utility demonstrates broader system benefits and the Commission approves. Shifting customer-funded costs into general rates later requires a Commission-approved process meeting the same standards of need and prudence that apply to any other resource. That structure prevents the cost shifts to residential and commercial customers that both the Commission, NV Energy, and PowerHouse Reno seek to avoid.

18. **Q. SHOULD NV ENERGY BE REQUIRED TO ABIDE BY COST CAUSATION PRINCIPLES IN ITS DEALINGS WITH LARGE LOAD CUSTOMERS?**

A. Yes. Appropriate charges and security can be calculated consistent with cost-causation principles. Once the specific resources serving a customer are identified, charges and security can be measured against their actual cost. In its dealings with PowerHouse Reno, NV Energy deviated from cost causation as a guiding principal. It requested security of $[redacted] for PowerHouse Reno's [redacted] MW, approximately $[redacted] per MW, compared with a typical cost to build generation of $2 to $2.5 million per MW. That demand exceeds NV Energy's own calculated maximum termination exposure of $[redacted] by an eye-watering $[redacted]. A transparent link between planned resources and the loads that cause them would make such a gap visible and would support security and termination payments tied to actual cost exposure, and a Customer-Specific Generation Charge that is quantified before execution and has a defined end date.

19. **Q. WHAT SPECIFICALLY SHOULD THE COMMISSION REQUIRE OF NV ENERGY?**

A. The Commission should require NV Energy to identify, for each supply-side resource proposed that is driven in whole or in part by large-load growth, the large loads to which it is attributable, its estimated cost, and the proposed allocation of that cost between the customer and the general body of ratepayers. That disclosure is necessary both for a reliable forecast and for cost-based charges and security. It also exposes an inconsistency in NV Energy's current approach: NV Energy proposes to charge PowerHouse Reno for customer-specific resources while excluding PowerHouse Reno's load from the plan and attributing to it a ramp it did not submit. Costs cannot be fairly assigned to a load that the plan does not accurately include.

V. RISK ALLOCATION AND STRANDED-ASSET PROTECTION

20. Q. HOW SHOULD THE COMMISSION ADDRESS THE RISK THAT LARGE-LOAD FORECASTS DO NOT MATERIALIZE?

A. The answer to forecast risk is not to exclude committed load or to demand security far in excess of actual exposure. It is to adopt mechanisms that reallocate the cost of under-used assets fairly. The RPT includes such mechanisms. If a customer no longer needs a portion of its funded assets, it may designate that portion as a Repurposable Share, and the utility may reclassify it as System Benefit Share with a refund to the customer, identify a Replacement Customer to assume cost responsibility, or market the excess capacity and credit resulting revenues to the original customer. The utility also has a recurring obligation to evaluate acquiring remaining customer-funded assets at depreciated book value in subsequent IRP proceedings.

21. Q. HOW DOES RISK ALLOCATION IMPLICATE THE LLESA?

A. The form LLESA caps any change in Maximum Demand at ten percent, subject to NV Energy's sole reasonable discretion, and requires the customer to pay ninety percent of the remainder regardless of actual usage. It does not reduce

a customer's costs when NV Energy has a replacement customer that will take the unused capacity. That structure allows NV Energy to recover the same capacity costs twice and gives large-load customers no means to mitigate. In a constrained system with substantial large-load demand, as this proceeding reflects, replacement customers for released capacity are likely to exist, and the framework should credit them.

VI. REQUEST FOR RELIEF

22. Q. WHAT RELIEF IS POWERHOUSE RENO REQUESTING IN PHASE III?

A. PowerHouse Reno respectfully requests that the Commission: (i) direct NV Energy to include PowerHouse Reno's [redacted] MW load in the load forecast at the ramp levels PowerHouse Reno originally submitted; (ii) prohibit NV Energy from conditioning a customer's queue position or inclusion in the load forecast on execution of agreements the Commission has not approved, and direct NV Energy to maintain PowerHouse Reno's queue position pending resolution of the large-load service framework; (iii) require NV Energy to adopt and publish objective, commitment-based criteria for including large loads in the forecast and to disclose all large-load requests and the basis for their inclusion or exclusion; (iv) direct NV Energy to plan for commercially reasonable near-term and bridging supply for committed customers, including through competitive procurement and customer-sponsored resources; (v) require NV Energy to adopt a cost allocation framework aligned with the RPT for resource planning; (vi) ensure that any resource approvals in this phase do not lock in LLESA-based cost recovery, security, or terms before the Commission resolves the large-load service framework, and that any approved framework incorporates fair capacity-adjustment and replacement-customer mechanisms such as those in Microsoft's RPT; and (vii) provide intervenors in this IRP proceeding who did not sign the

LLESA with at least 60 days following the entry of any order approving any agreement in this proceeding to consider and sign any such agreement..

23. Q. DOES THIS CONCLUDE YOUR PREPARED DIRECT TESTIMONY?

A. Yes.

DATED this 16th day of October, 2026.

BY:

s/ Lucy C. Crow
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AFFIRMATION

COMMONWEALTH OF VIRGINIA)
: ss.
COUNTY OF FAIRFAX)

Pursuant to the requirements of NRS 53.045(1) and NAC 703.710, William McCausland, being first duly sworn under penalty of perjury, says:

That he is the person identified in the prepared Phase III Direct Testimony of William McCausland filed in Docket No. 26-05007 and the exhibits applicable to his Testimony; that such Testimony and exhibits were prepared by or under his direction; that the answers and information set forth therein are true to the best of his knowledge and belief; and that if asked the questions set forth therein, his answers thereto would, under oath, be the same.

I declare under penalty of perjury that the foregoing is true and correct.

William McCausland

10/14/2024

Date

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have served the foregoing **PHASE III PREPARED DIRECT TESTIMONY OF WILLIAM MCCAUSLAND** upon each of the following parties via electronic mail:

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DATED this 16th day of October, 2026.

s/ Veronica S. Blake
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Re: 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 2027-2046 Action Plan and 2027-2029 Energy Supply Plan.
Docket No. 26-05007

Dear Mr. Borisov:

Enclosed please find the Data Requests 52-59 of Reno Power NR I LLC ("Tract") ("Requesting Party"), to Nevada Power Company d/b/a NV Energy and Sierra Pacific Power Company d/b/a NV Energy (collectively the "Companies") in the above-referenced matter. Pursuant to NAC 703.680(6)-(7), responses are due by November 13, 2026 unless otherwise ordered by the Commission.

Sincerely,



Vidhya Prabhakaran
Partner
Davis Wright Tremaine LLP

Attorney for Reno Power NR I LLC

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 2027-2046 integrated resource plan, 2027-2029 Action Plan and 2027-2029 Energy Supply Plan.	Docket No. 26-05007

RENO POWER NR I LLC ("TRACT") DATA REQUESTS 52-59 TO NEVADA POWER COMPANY D/B/A NV ENERGY AND SIERRA PACIFIC POWER COMPANY D/B/A NV ENERGY

I. DEFINITIONS

1. "Application," "IRP Application," "Integrated Resource Plan," "IRP," or "Joint IRP" means the 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 2027–2046 Integrated Resource Plan, 2027–2029 Action Plan, and 2027–2029 Energy Supply Plan filed in Docket No. 26-05007, including all testimony, exhibits, schedules, and workpapers submitted in support of that filing.

2. "Commission" means the Public Utilities Commission of Nevada.

3. "Companies," "NV Energy," "Nevada Power Company," or "Sierra Pacific Power Company" mean Nevada Power Company d/b/a NV Energy and Sierra Pacific Power Company d/b/a NV Energy, including employees, agents, or representatives responsible for preparing or supporting the Application or responding to these Data Requests.

4. "Companies," "NV Energy," and "NVE" means Nevada Power Company d/b/a NV Energy and Sierra Pacific Power Company d/b/a NV Energy.

5. "Document," "documents," or "documentary material" include, but are not limited to, the following items, whether printed, recorded, or written or reproduced by hand: reports, studies, statistics, projections, forecasts, decisions and orders, intra-office and interoffice communications, correspondence, e-mail, memoranda, financial data, summaries or records of conversations or interviews, statements, returns, diaries, calendars, work papers, graphs, notebooks, notes, charts,

computations, plans, drawings, sketches, computer printouts, summaries or records of meetings or conferences, summaries or reports of investigations or negotiations, opinions or reports of consultants, photographs, brochures, bulletins, records or representation or publications of any kind (including microfilm, videotape, and records however produced or reproduced), electronic or mechanical or electrical records of any kind (including, without limitation, tapes, tape cassettes, discs, and records) other data compilations (including, without limitation, input/output files, source codes, object codes, program documentation, computer programs, computer printouts, cards, tapes, discs and recordings used in automated data processing, together with the programming instructions and other material necessary to translate, understand, or use the same), and other documents or tangible things of whatever description which constitute or contain information within the scope of a Request to Produce.

6. "Identify" or "Identification" means:

   a. For a document: provide the title or description of the document, its date, author(s), and its location or custodian.

   b. For a person: provide the person's name, employer or organizational affiliation, and title or role.

7. "Include" or "including" means "including but not limited to."

8. "Requesting Party" means Reno Power NR I LLC ("Tract").

9. "Workpapers" means spreadsheets, models, calculations, and supporting materials used to develop the testimony, schedules, or analyses included in the Application.

II. INSTRUCTIONS

1. Each Request is intended to elicit discovery of all documents, tangible things, and knowledge or information of the Companies, its employees and agents, and any person acting on its behalf.

2. In responding to each Request, please state the text of the Request prior to providing the response and provide the name of the person or persons answering, the title of such person(s), the person they work for, and the name of the witness or witnesses who will be prepared to testify concerning the matters contained in each response or document produced.

3. Each Request is continuing in nature. Thus, if the Companies acquire additional information after any Request has been answered initially, the Companies are required to supplement its response following the receipt of such additional information, giving the information to the same extent as originally requested. If the Companies are unwilling to supplement its responses, so state in the form of an objection so that the Requesting Parties may have the opportunity to seek updated information again at a later date.

4. In the event that the Companies assert that any requested information is "public information" otherwise available to the Requesting Parties, please identify the following: (a) the document or file in which the requested material is contained; (b) the title of the document or file; (c) the specific chapter, section, page and line number on which the requested material is contained; and (d) the office and location nearest Las Vegas where such document or file with the requested material is maintained and available for public inspection.

5. In the event that the Companies assert that any requested information is confidential or otherwise privileged and not subject to disclosure to the Requesting Parties, please provide the following: (a) a general description of the document or information with respect to which such privilege is claimed; (b) the title of the document or file containing the information; (c) the date of the document or date on which the information was prepared; (d) the author and names of any recipients shown on the document and any other individuals known to have received copies; (e) the purpose for which the document or information was prepared; and (f) the privilege asserted with respect to the document. Please also state whether the Companies would agree to produce the information to the Requesting Parties subject to a confidentiality agreement.

6. If any requested document no longer exists or is no longer in the Companies' possession, custody or control, please: (a) describe the document, including its title and date; (b) identify the last known custodian and location of the document; and state with specificity; (c) the date upon which the document was lost, destroyed or otherwise became unavailable, and (d) the circumstances under which it was lost, destroyed or otherwise became unavailable, including the reason for its destruction or unavailability.

7. Unless otherwise ordered by the Commission, responses and objections should be served electronically on counsel for the Requesting Parties:

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III. DATA REQUESTS

Data Request No. 52

Reference: Companies' Response to Fleet DR 06 (attached to the Phase II Direct Testimony of Therese Kerfoot as Exhibit Kerfoot-Direct-4); Phase III Rebuttal Testimony of Shawn Elicegui at 16-17, Q&A 21, and at 20–21, Q&A 26

Request: Mr. Elicegui testifies that an applicant "must apply under Rule 3 and, if required, sign a service contract under Rule 10," (lines 13-14, p.16, Q&A 21, Phase III Rebuttal Testimony of Shawn Elicegui) and that Schedules GS-3 and LGS-3 permit the Companies to require a contract for electric service (lines 17-18, p.20, Q&A 26, Phase III Rebuttal Testimony of Shawn Elicegui). For each bundled GS-3 and LGS-3 customer identified in the Companies' Response to Fleet DR 06 (the "Fleet DR 06 Customers"):

(a) State whether the customer has executed (i) a Rule 9 Agreement and (ii) any Service Agreement or other contract for service with the Companies.

(b) For each Service Agreement or other contract for service identified in part (a)(ii), provide its title, execution date, and the tariff schedule or rider under which the customer takes Service. State whether the Companies required it as a condition of Service (and, if so, identify the tariff provision relied on) or the customer elected it to obtain an optional tariff or service. State whether it was filed with or approved by the Commission under Rule No. 10, Section C, and if so, provide the docket number.

(c) For each Fleet DR 06 Customer that has not executed any contract for service other than a Rule 9 Agreement, identify the document or documents the Companies contend constitute that customer's "contract" for purposes of Rule No. 2 and Rule No. 10. Alternatively, state that the Companies contend no contract for service exists for that customer.

(d) If the Companies contend that no contract for service exists for any Fleet DR 06 Customer, state the basis on which the Companies currently provide Service to that customer.

Data Request No. 53

Reference: Companies' Responses to Staff DR 219 and EdgeCore DR 4

Request: For each agreement identified in the Companies' Responses to Staff DR 219 and EdgeCore DR 4:

(a) Identify the customer, the agreement's execution date, and the docket (if any) in which it was filed with or approved by the Commission.

(b) Identify the tariff schedule, rider, or optional service under which the customer takes service pursuant to the agreement (for example, Market Price Energy, Large Customer Market Price Energy, Clean Transition Tariff, a GS-4 long-term service agreement, or non-firm service).

(c) State whether (i) the Companies required the agreement as a condition of receiving bundled Service under the otherwise applicable tariff schedule,

and if so identify the tariff provision relied on, or (ii) the customer elected to enter the agreement to obtain an optional tariff, rider, or service.

(d) State whether the customer also executed a Rule 9 Agreement for the same premises or project, and if so identify it by number and date.

(e) State whether the Companies contend the list of agreements in those responses to Staff DR 219 and EdgeCore DR 4 is complete. If it is not, identify every other Service Agreement executed since January 1, 2005 and provide the information requested in parts (a) through (d) for each.

Data Request No. 54

Reference: Phase III Rebuttal Testimony of Shawn Elicegui at 15–17, Q&A 21, and at 20–21, Q&A 26; Hearing Tr. Vol. IV (Oct. 29, 2026) at 123:18–22 (Wells).

Request: For each instance since January 1, 2005 in which the Companies relied on Special Condition 10 in either Sierra Pacific Power Company Schedule No. GS 3 or Nevada Power Company Schedule No. LGS 3 to require a customer or applicant to execute a contract for service:

(a) Identify the customer or applicant, the date the requirement was communicated, the title or form of the contract, and its term.

(b) State whether, at the time, the customer or applicant (i) had already executed a Rule 9 Agreement for the same premises or project and (ii) was already taking Service.

(c) State whether the contract was executed and whether it was filed with or approved by the Commission under Rule No. 10, Section C. If so, provide the docket number.

(d) If the Companies have never relied on Special Condition 10 to require a contract for service from a customer or applicant that had already executed a Rule 9 Agreement, so state.

Data Request No. 55

Reference: Phase III Rebuttal Testimony of Jimmy Daghlian at 5, Q&A 8 and n.5 (citing Exhibits AED-2 and AED-3).

Request: Mr. Daghlian testifies that the Companies' HVD agreements "have also required, or reserved the Companies' right to require," a separate written service agreement (Phase III Rebuttal Testimony of Jimmy Daghlian at 5, lines 8-10, Q&A 8).

(a) Identify each version of the Companies' form HVD Agreement, S/HVD Agreement, MPC Umbrella Agreement, Large Project Line Extension Agreement, Abnormal Risk Agreement, and Abnormal Risk Large Project Line Extension Agreement used at any time since January 1, 2015. State the date each version was first offered to applicants and produce each version.

(b) For each version, identify by section number any language that (i) requires, or (ii) reserves the Companies' right to require, execution of a Service

Agreement as a condition of Service. Identify the version in which that language first appeared and the date it first appeared.

Data Request No. 56

Reference: Hearing Tr. Vol. IV (Oct. 29, 2026) at 66–68 (Daghlian); Companies' Responses to Staff DR 70 and Staff DR 220

Request: Mr. Daghlian testified that since March 2025 the Companies have told applicants that "they would be required to sign a service agreement," and that the Companies' service agreement form has existed since approximately November 2025.

(a) Identify the date on which the Companies first informed any Rule 9 applicant or customer that execution of a Service Agreement would be required as a condition of Service. Identify the applicant or customer, the communication, and the Companies' employees involved.

(b) Identify the person or persons who decided to impose that requirement, and the date of the decision.

(c) Produce all documents that reflect the decision or its rationale, including presentations, management or board materials, talking points, and template communications to applicants, to the extent not already produced in response to Staff DR 70 or Staff DR 220. If no such documents exist, so state.

Data Request No. 57

Reference: Hearing Tr. Vol. IV (Oct. 29, 2026) at 64–66 (Daghlian); Hearing Tr. Vol. IV (Oct. 29, 2026) at 77–78 (Wells).

Request: Mr. Daghlian testified that he is aware of one or more customers that were required to sign a service agreement after they had begun taking Service. Identify each customer that the Companies have required to execute a Service Agreement after the customer began taking Service, and for each:

(a) State the date Service commenced and identify any Rule 9 Agreement for the premises by number and date.

(b) State the date the requirement was communicated, and identify the title and/or form of the Service Agreement.

(c) Identify the tariff provision or other authority on which the Companies relied in imposing the requirement.

(d) State whether the customer executed the Service Agreement, and whether it was filed with or approved by the Commission under Rule No. 10, Section C.

(e) Describe what the Companies told the customer would occur if it declined to execute the Service Agreement. State whether the customer's Service was limited, curtailed, deferred, or denied for failure to execute it.

Data Request No. 58

Reference: Phase III Rebuttal Testimony of Shawn Elicegui at 2–3, Q&A 3 and n.4; at 14, Q&A 17.

Request: Mr. Elicegui proposes that, if commitments exceed the large-load component of the Base Load Forecast, the Companies "adjust customer load ramps to remain within the approved supply plan" and "align customer load ramps with the approved supply plan pending approval of additional resources." (Phase III Rebuttal Testimony of Shawn Elicegui at line 16-17, at 3, Q&A 3 and lines 5-6, at 14, Q&A 17)

(a) Identify the "customer load ramps" that would be adjusted under the proposal by reference to one of the following: (i) load ramps stated in executed Rule 9 Agreements, (ii) load ramps stated in executed LLESAs, or (iii) load ramps identified elsewhere.

(b) State whether the Companies contend they may adjust, limit, or defer the load ramp stated in an executed Rule 9 Agreement without the counterparty's written consent or Commission approval. If so, identify every tariff provision or other authority on which the Companies rely.

(c) If a load ramp is adjusted under the proposal, state whether the Reduction of Service, Reduction of Service or Termination Charge, security, and capacity-reallocation provisions of the affected Rule 9 Agreement would be measured against the original or the adjusted ramp.

(d) For a customer or applicant that has an executed Rule 9 Agreement but no executed LLESA, identify the "electric service agreement" through which, under n.4, any service limit would be established.

Data Request No. 59

Reference: Phase III Rebuttal Testimony of Jimmy Daghlian at 5, Q&A 9 and fn.6–7.

Request: Mr. Daghlian testifies that, unless modified in an agreement, the Reduction of Service threshold is 25 percent of the stated load, and that "[t]he Companies are recommending that the RSTC be increased to 50 percent" in Docket Nos. 26-03009 and 26-03010 (Phase III Rebuttal Testimony of Jimmy Daghlian at 5, fn.7).

(a) State whether the referenced 50 percent recommendation refers to the Reduction of Service threshold in Rule No. 1, and identify by page the filing in Docket No. 26-03009 or 26-03010 that contains the recommendation.

(b) Explain why the Reduction of Service threshold is measured against the load specified in the Line Extension Agreement, rather than against load specified in any other agreement.

(c) Identify any Rule 9 Agreement in which Reduction of Service is measured against load stated in a separate Service Agreement.

CERTIFICATE OF SERVICE

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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