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FILED WITH THE PUBLIC UTILITIES COMMISSION OF NEVADA - 11/18/2026

Davison Van Cleve PC
Attorneys at Law
(725) 735.1718 • crl@dvclaw.com
4675 W Teco Ave., Suite 230
Las Vegas, Nevada 89118

November 18, 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 Reply Brief on behalf of Prologis, L.P. and North Las Vegas Power LLC ("Prologis"), 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 contact the undersigned with any questions regarding this filing. Thank you for your attention to this matter.

Sincerely,

/s/ Curt R. Ledford
Curt R. Ledford
Nevada Bar No. 9101
4675 W. Teco Ave., Suite 230
Las Vegas, NV 89118
(725) 735-1718
crl@dvclaw.com
Attorney for Prologis, L.P. and North Las Vegas Power 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 Action Plan and 2027-2029 Energy Supply Plan.	Docket No. 26-05007

REPLY BRIEF ON LARGE LOAD ELECTRIC SERVICE AGREEMENT ISSUES BY PROLOGIS, L.P. AND NORTH LAS VEGAS POWER LLC

Pursuant to the in-hearing offering[1] by Chair Williamson of the Public Utilities Commission of Nevada ("PUCN" or "Commission") for parties to file legal briefs regarding the Large Load Electric Service Agreement ("LLESA") issues in the Phase II proceeding, Prologis, L.P. and North Las Vegas Power LLC (collectively, "Prologis") respectfully files this brief in reply to the responsive briefs of the Bureau of Consumer Protection ("BCP") and Microsoft Corporation ("Microsoft").

Specifically, Prologis addresses: 1) three problematic aspects of BCP's "ready-date" proposal; and 2) Microsoft's renewed argument that the Commission cannot approve the LLESA in this proceeding.

I. BCP's "Ready-Date" Proposal Contains Several Key Flaws

BCP's "ready-date" proposal, first presented in its responsive brief filed November 12, 2026, contains elements Prologis supports and elements that are problematic for large-load customers. Specifically, Prologis supports 1) the "first-ready first-served" principle of BCP's proposal, including site control requirements; 2) the requirement that NV Energy publish its annual deliverable MW capacity; 3) exclusion of study loads that lack a signed Rule 9 agreement, a generation commitment such as an LLESA, and posted collateral; and 4) the treatment of executed LLESA ramps as each customer's declared dates, under which ready LLESA customers "are the first to receive capacity."[2] Available capacity is a scarce resource, and it should be allocated to customers that are both ready to use it and willing and able to pay for it. This support is subject to preservation of existing contractual rights and satisfaction of any security requirement through the

[1] Phase II Tr. Vol. I at 286:5-21.
[2] BCP Response Br. at 2, 5, November 12, 2026.

Commission-approved LLESA's security and creditworthiness provisions.[3] Nor does it endorse reallocating capacity already committed under existing contractual ramps.

However, Prologis objects to: 1) minimum bills and collateral for ramp dates without any exception if NV Energy is unable to meet the ramp; 2) pro rata cuts when demand exceeds capacity; and 3) collateral requirements that are duplicative of the LLESA's collateral requirement. Prologis also notes that BCP raised the proposal for the first time in its responsive brief. No BCP witness sponsored it, and no party has had an opportunity to test it through discovery or cross-examination.[4]

A. BCP's proposal makes no exception to minimum billing if NV Energy is unable to deliver.

BCP proposed that "[e]ach customer must declare its anticipated load ramp by year, specifying the MW it expects to use in each year. Minimum billing obligations and collateral requirements would commence on the customer's declared ramp dates, regardless of whether the load materializes."[5] However, there is no exception to these minimum billing requirements if the customer is ready to take service but NV Energy is not able to deliver sufficient service or serve at all. That result would penalize a ready customer for NV Energy's non-performance. It is the same imbalance Prologis identified in BCP's reading of Rule 9 agreements, under which a customer would owe charges tied to a minimum load that NV Energy had no obligation to serve.[6] Prologis and many other intervenors accept responsibility for the attributable and incremental costs of serving them. But a customer that is ready to take service should not incur minimum billing for capacity NV Energy is unable to deliver. The executed LLESAs already reflect this principle: each LLESA's Effective Date, on which the minimum billing obligations depend, does not occur until the project "has received permanent electric service from NV Energy under the GS-3 Tariff."[7] The Commission should ensure that customers do not pay penalties in the form of minimum billing if NV Energy fails to deliver.

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[3] Hub 1 LLESA § 6.1(a)-(b), Exhibit Wells-Direct-2 at 19, Docket No. 26-05030, May 27, 2026.

[4] BCP Response Br. at 1-5, November 12, 2026. The brief cites only the testimony of NV Energy and Staff witnesses.

[5] BCP Response Br. at 3:6-9, November 12, 2026.

[6] Prologis Response Br. at 1-2, November 12, 2026.

[7] Hub 1 LLESA § 2.2, Exhibit Wells-Direct-2 at 9, Docket No. 26-05030, May 27, 2026. The Hub 2 and Gateway LLESAs contain the same provision.

B. BCP relieves NV Energy of its contracted service obligations without accountability.

BCP also proposed that "[e]ach year, available capacity would be allocated among customers that have declared their load ready for service in that year. If the load has been oversubscribed by NV Energy, every ready customer gets the same percentage. Any remaining load would roll to the following year. Customers may elect an all-or nothing allocation and roll its entire request forward."[8] That rule is difficult to reconcile with BCP's own statement that ready LLESA customers "are the first to receive capacity."[9] Prologis and other LLESA signatories have already committed to the load ramps specified in their LLESAs and Rule 9 agreements. As explained in prior briefing, these are contractual service obligations. Customers who have made significant capital commitments in reliance on receiving service on a contracted-for schedule should receive that level of service, rather than see their allocations reduced by the same percentage as customers that did not make those commitments. As Staff's responsive brief aptly observed, "Through the Rule 9 process, the applicant is committing its own resources (i.e., advances, contributions in aid of construction, security, site and easement obligations, and other financial responsibilities), toward facilities that are designed to accommodate an identified electrical load and development. The commercial purpose of the Rule 9 Agreements is clear - to receive electric service."[10] That commercial purpose should be honored for signatories of existing LLESAs and Rule 9 agreements. At minimum, executed LLESA ramps should receive the priority BCP itself proposes before any pro-rata allocation is applied to remaining capacity.

C. BCP proposes to require duplicative collateral obligations.

BCP also proposes that "every customer must provide hard collateral equal to 100% of the cost the customer causes or the Commission-approved financial security."[11] Prologis supports requiring large-load customers to pay all incremental and attributable costs of serving their projects, but hard collateral equal to 100 percent of the cost a customer causes is unreasonably onerous. Moreover, the LLESA already contains collateral requirements in Section 6.1, ESA Customer Security, which requires security equal to the aggregate Minimum Demand and Minimum Energy multiplied by the ESA Overall Rate for the remaining Term.[12] The Commission

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8 BCP Response Br. at 3:17-21, November 12, 2026.
9 BCP Response Br. at 5, November 12, 2026.
10 Staff Br. at 5:11-14, November 12, 2026.
11 BCP Response Br. at 3:1-2, November 12, 2026.
12 Hub 1 LLESA § 6.1(a), Exhibit Wells-Direct-2 at 19, Docket No. 26-05030, May 27, 2026.

should confirm that security approved for an LLESA, including its creditworthiness provisions, satisfies BCP's alternative of "Commission-approved financial security." The Commission should set commercially reasonable collateral requirements in the LLESA under its authority to approve or amend service contracts under Rule 10 and not impose double-posting of collateral.

II. The Commission Has Authority to Approve the LLESA Framework in This Proceeding and Approve Individual LLESAs in Their Standalone Dockets

Microsoft reiterates that the Commission lacks authority to approve the LLESA framework because the LLESA sets rates and therefore cannot be approved outside a proceeding based on either NRS §§ 704.100 or 704.110.[13]

Microsoft again leans heavily on the procedural requirements for rate-change proceedings and argues that this Integrated Resource Plan ("IRP") proceeding is "far afield from that statutory process."[14] But individual LLESAs need not be approved in this proceeding, only the framework. Approval of the framework in this proceeding does not, by itself, set any customer's rates. It establishes the commitments large-load customers must make before NV Energy procures resources to serve them. This directly addresses the core purpose of an IRP proceeding: to identify future resource needs and approve a plan to meet those needs.

The individual executed LLESAs are pending approval in their separate and properly noticed dockets.[15] NV Energy has acknowledged that the LLESAs take effect only upon Commission approval (and subsequent ratification by the signatories).[16] Apart from not using the label Microsoft prefers, NV Energy has given the public an extensive opportunity to be heard on each LLESA and has sought approval from the Commission. Nor does Staff DR 219 help Microsoft. It shows that prior service contracts implemented separately approved tariffs, not that Rule 10 limits them to that role, and each listed agreement was filed for Commission approval, as the LLESAs have been.[17]

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[13] Microsoft Response Br. at 2:11-14, November 12, 2026.

[14] Microsoft Response Br. at 2:3-5, 2:13-14 ("attempting to label the LLESA a service contract does not save it from being an impermissible end run around the procedural requirements for a tariff."), November 12, 2026.

[15] Docket No. 26-05030, Application, May 27, 2026 (Gateway and Hub LLESAs).

[16] Hub 1 LLESA § 2.1(a), Exhibit Wells-Direct-2 at 8, Docket No. 26-05030, May 27, 2026.

[17] Microsoft Response Br. at 2:15-3:11, November 12, 2026; Danise Phase II Direct, Attachment AED-5 (NV Energy Response to Staff DR 219), September 22, 2026.

Rule 10 allows the Commission to amend contracts or condition approval on those amendments, as confirmed by the Resorts World order addressed in Prologis' initial brief.[18] Microsoft distinguishes that order because the tariff there provided for an energy charge set by contract,[19] but Prologis cited it for the Commission's remedy, not for the source of the rate. On that basis, the Commission can approve the LLESA framework (with Commission amendments) for resource-allocation purposes in this docket and condition approval of individual LLESAs on conforming amendments in their respective individual dockets.

III. Conclusion

For the foregoing reasons, Prologis respectfully requests that the Commission:

- Approve a modified pro forma LLESA as an interim framework for customers with executed LLESAs;
- If the Commission considers BCP's ready-date proposal, preserve the ramps and energization schedules reflected in Prologis's executed LLESAs, subject to Commission-approved amendments, and provide that no minimum bill accrues for capacity NV Energy cannot deliver;
- Incorporate Prologis's Exhibit G revisions, and prevent duplicative security, charges, or cost recovery in the LLESA in this proceeding under the authority to modify the LLESA vested in this Commission;
- Direct NV Energy to submit conforming LLESAs on an expedited schedule and preserve energization schedules therein;
- Preserve customer rights and schedules under executed HVD agreements; and
- Permit migration to a future tariff without losing service priority, agreed schedules, or existing financial commitments should a large-load tariff be implemented.

[18] Docket No. 21-06011, Modified Final Order ¶ 64, March 18, 2022 (finding the applicant had not met its burden of proof but allowing it to file "an amended ESA [Energy Supply Agreement] that conforms to the terms outlined above").

[19] Microsoft Response Br. at 3:12-4:6, November 12, 2026.

DATED this 18th day of November 2026.

Respectfully submitted,

DAVISON VAN CLEVE, P.C.

/s/ Curt R. Ledford
Curt R. Ledford, Esq.
Nevada Bar No. 9101
4675 W. Teco Ave., Suite 230
Las Vegas, NV 89118
(725) 735-1718
crl@dvclaw.com
Attorneys for Prologis, L.P. and North Las Vegas Power LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this day served the foregoing REPLY BRIEF ON LARGE LOAD ELECTRIC SERVICE AGREEMENT ISSUES OF PROLOGIS, L.P. AND NORTH LAS VEGAS POWER LLC upon each of the parties on the attached service list in this proceeding via electronic mail.

DATED this 18th day of November 2026.

/s/ Miriam Harris
Miriam Harris
Paralegal

Staff Counsel Support
Public Utilities Commission of Nevada
Mr. Don Lomoljo, Staff Counsel
1150 E. William Street
Carson City, Nevada 89701-3109
dlomoljo@puc.nv.gov
pucn.sc@pucn.nv.gov

Office of the Attorney
General Bureau of Consumer Protection
Michelle Badorine
100 North Carson Street
Carson City, Nevada 89701
bcp@ag.nv.gov
mbadorine@ag.nv.gov

Nevada State Clearinghouse
Skip Canfield
901 S Stewart St Ste 5003
Carson City, NV 89701
nevadaclearinghouse@lands.nv.gov

General Bureau of Consumer Protection
Michael Saunders
8945 W Russell Rd Ste 204
Las Vegas, NV 89148
msaunders@ag.nv.gov

Advanced Energy United
Brian Turner
Emma Hibbard
1801 Pennsylvania Ave NW Ste 410
Washington, DC 20006
bturner@advancedenergyunited.org
ehibbard@advancedenergyunited.org

Amazon
Aisling Scott
Brittany Iles
2121 8th Ave
Seattle, WA 98121
aiscot@amazon.com
beiles@amazon.com

NV Energy Regulatory Dept
NV Energy
6100 Neil Rd
Reno, NV 89511
regulatory@nvenergy.com

Keyes & Fox LLP
Scott Dunbar
1580 Lincoln St Ste 1105
Denver, CO 80203
sdunbar@keyesfox.com

Holland & Hart LLP
Amanda Sanchez
Kristine Roach
Laura Granier
Lucas Foletta
5470 Kietzke Ln Ste 100
Reno, NV 89511
alsanchez@hollandhart.com
karoach@hollandhart.com
lkgranier@hollandhart.com
lmfoletta@hollandhart.com

Caesars Enterprise Services LLC
Jeffery Ruskowitz
One Caesars Palace Dr
Las Vegas, NV 89109
jruskowitz@caesars.com

McDermott Will & Schulte LLP
Hafsa Tout
Hallie Fox
Joseph McClure
444 W Lake St Ste 4000
Chicago, IL 60606
htout@mcdermottlaw.com
hfox@mcdermottlaw.com
jmcclure@mcdermottlaw.com

Colovore LLC
Mike Fulkerson
1101 Space Park Dr
Santa Clara, CA 95054
fulkerson@colovore.com

PR RNO Property Owner 1, LLC
SV RNO Property Owner 1, LLC
3200 Cherry Creek S Dr., Ste 700
Denver, CO 80209
Attn: Shalini Sharma
Shalini.sharma@fleetdatacenters.com

Interwest Energy Alliance
Hunter Holman
400 Gold Ave SW Ste 700
Albuquerque, NM 87102
hunter@interwest.org

Davis Wright Tremaine LLP
Anna Fero
Chasity Hendren
Vidhya Prabhakaran
50 California St 23rd FL
San Francisco, CA 94111
annafero@dwt.com
chasityhendren@dwt.com
sfopuncdocket@dwt.com
vidhyaprabhakaran@dwt.com

Davison Van Cleve PC
Curt Ledford
Dakota Councilman
4675 W Teco Ave Ste 230
Las Vegas, NV 89118
crl@dvclaw.com
dlc@dvclaw.com

Parsons Behle & Latimer
Justina Caviglia
Shawna Blank
50 W Liberty St Ste 750
Reno, NV 89501
jcaviglia@parsonsbehle.com
sblank@parsonsbehle.com

Bates White LLC
Carolyn Berry
2001 K St NW North BLDG Ste 500
Washington, DC 20006
carolyn.berry@bateswhite.com

Google LLC
Sydney Henry
12396 Grant St
Thornton, CO 80241
sydneyhenry@google.com

Interwest Energy Alliance
Nina Peluso
PO Box 587
Hinesburg, VT 05461
npeluso@energyfuturesgroup.com

MGM Resorts International
Henry Shields
3260 Sammie Davis Jr Dr BLD A
Las Vegas, NV 89109
hshields@mgmresorts.com

Pepple Moser PC
Anna Congdon
Tyler Pepple
1500 SW First Ave Ste 980
Portland, OR 97201
anna@pepplemoser.com
tyler@pepplemoser.com

Nevada Resort Association
Virginia Valentine
10000 W Charleston Blvd Ste 165
Las Vegas, NV 89135
valentine@nevadaresorts.org

Womble Bond Dickerson LLP
Lucy Crow
One E Liberty St Ste 300
Reno, NV 89501
lucy.crow@wbd-us.com

Womble Bond Dickerson (US) LLP
Dietrich Hoefner
Michelle Gaeng
1601 19th St Ste 100
Denver, CO 80202
dietrich.hoefner@wbd-us.com
michelle.gaeng@wbd-us.com

Arnold & Porter Kaye Scholer LLP
Randall Miller
1144 15th St Ste 3100
Denver, CO 80202
randy.miller@arnoldporter.com

Keyes & Fox
Scott Dunbar
1580 Lincoln St Ste 1105
Denver, CO 80203
sdunbar@keyesfox.com

Sklar Williams PLLC
Ann Pongracz
410 S Rampart Blvd Ste 350
Las Vegas, NV 89145
apongracz@sklar-law.com

Nevada Gold Mines LLC
Hiliary Wilson
1655 Mountain City Hwy
Elko, NV 89801
hiliary.wilson@barrick.com

Nevada Workers For Clean and AFF
Hunter Stern
30 Orange Tree Cir
Vacaville, CA 95687
hls5@ibew1245.com

Arnold & Porter Kaye Scholer LLP
David Jelsma
1144 15th St Ste 3100
Denver, CO 80202
david.jelsma@arnoldporter.com

Reese Ring Velto PLLC
Monique Rodriguez
Nathan Ring
3100 W Charleston Blvd Ste 208
Las Vegas, NV 89102
monique@rrvlawyers.com
nathan@rrvlawyers.com

Redwood Materials INC
Alma Chao
Josh Gubkin
2801 Lockheed Way
Reno, NV 89706
alma@redwoodmaterials.com
joshgubkin@redwoodmaterials.com

Solar United Neighbors
Shannon Anderson
1350 Connecticut Ave NW Ste 412
Washington, DC 20036
sanderson@solarunitedneighbors.org

Western Resource Advocates
George Cavros
Jeff Griffin
Zoe Harrold
Nicolas Oliver
275 Hill St Ste 210
Reno, NV 89501
george.cavros@westernresources.org
jeff.griffin@westernresources.org
nicolas.oliver@westernresources.org
zoe.harrold@westernresources.org

Solar Energy Industries Association
Kevin Lucas
Wil Gehl
1425 K St NW Ste 1000
Washington, DC 20005
klucas@seia.org
wgehl@seia.org

Tahoe Spark
Danielle Hughes
PO Box 144
Carnelian Bay, CA 96140
jointahoespark@gmail.com

Earth Justice
David Bender
3916 Nakoma Rd
Madison, WI 53711
dbender@earthjustice.org

Powerline Law
Robert Sweetin
4775 W Teco Ave Ste 205
Las Vegas, NV 89118
bob@powerline.law

Sierra Club
Joseph Halso
Maddie Lipscomb
Patrick Woolsey
2101 Webster St Ste 1300
Oakland, CA 94612
joe.halso@sierraclub.org
maddie.lipscomb@sierraclub.org
patrick.woolsey@sierraclub.org

Southwest Energy Efficiency Project
Courtney Fieldman
Travis Madsen
2334 Broadway Ste A
Boulder, CO 80304
cfieldman@swenergy.org
tmadsen@swenergy.org

Vote Solar
Brad Heusinkveld
Christopher Mixson
4111 W Kootenai St
Boise, ID 83705
bheusinkveld@votesolar.org

Walmart Inc
Jamie McGovern
814 Respect Dr
Bentonville, AR 72716
jamie.mcgovern@walmart.com

Reno Power NR 1, LLC
3200 E Cherry Creek Dr., Suite 700
Denver, CO 80206
Attn: Molly Watters
molly.watters@tractcapital.com