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26-05007

Public Utilities Commission of Nevada

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Filed For: Novva Holdings LLC on behalf of its subsidiaries Novva Las Vegas
LLC Nova Reno LLC and Proton NLV LLC

In accordance with NRS Chapter 719,
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This filing has been electronically filed and deemed to be signed by an
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Novva Holdings LLC on behalf of its subsidiaries Novva Las Vegas LLC Nova
Reno LLC and Proton NLV LLC

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September 22, 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 Wes Swenson, on behalf of Novva Holdings, LLC on behalf of its subsidiaries Novva Las Vegas, LLC; Novva Reno, LLC; and Proton NLV, LLC ("Novva"), 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 Novva has designated as confidential pursuant to NAC 703.5274. Pursuant to NAC 703.5274(8), Novva will provide copies of the confidential materials to Staff and BCP upon the execution of a protective agreement. Novva 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,

/s/ Curt R. Ledford

Curt R. Ledford

Nevada Bar No. 9101

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Attorney for Novva

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

PREPARED DIRECT TESTIMONY OF WES SWENSON

ON BEHALF OF

**NOVVA HOLDINGS, LLC ON BEHALF OF ITS SUBSIDIARIES NOVVA LAS VEGAS,
LLC; NOVVA RENO, LLC; AND PROTON NLV, LLC**

SEPTEMBER 22, 2026

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SWENSON**

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Exhibit Swenson-Direct-1: Statement of Qualifications

Exhibit Swenson-Direct-2: Exhibit RMS-7 to the Testimony of Ryan Sinclair,
Docket 24-05041, Phase III, NV Energy Response
to Staff DR 261, TRAN-4 Revision

I. INTRODUCTION

Q.1. Please state your name, occupation, business address, and the party on whose behalf you are filing testimony.

A.1. My name is Wes Swenson. I am the Chief Executive Officer of Novva Holdings, LLC. My business address is 6477 West Wells Park Rd, West Jordan, UT 84081. I am testifying on behalf of Novva Holdings, LLC and its subsidiaries Novva Las Vegas, LLC; Novva Reno, LLC; and Proton NLV, LLC (collectively, "Novva"), in connection with three data center development projects in the service territory of Nevada Power Company d/b/a NV Energy ("Nevada Power") and Sierra Pacific Power Company d/b/a NV Energy ("Sierra Pacific") (together, "NV Energy").

Q.2. Please describe your background and experience.

A.2. I am a founder, investor, and the CEO of Novva, as well as the former CEO and founder of Utah-based C7 Data Centers. Additional details regarding my professional background and experience is set forth in my Statement of Qualifications, attached as Exhibit Swenson-Direct-1.

Q.3. What are your duties and responsibilities as Chief Executive Officer of Novva Holdings, LLC?

A.3. As Chief Executive Officer, I am responsible for Novva's overall business strategy, including the strategic direction of Novva's data center development in Nevada and Novva's relationship with NV Energy as it relates to electric service for that development.

Q.4. Have you previously submitted pre-filed testimony before this Commission?

A.4. No.

Q.5. What is the basis for the factual statements in your testimony?

1 A.5. My testimony reflects my own knowledge of Novva's business and the strategic decisions
2 Novva has made regarding its Nevada developments, together with information provided to
3 me by Novva personnel and outside advisors who have direct knowledge of the underlying
4 facts described below. I have reviewed that information and adopt it as my own for purposes
5 of this testimony.

6 **Q.6. What is the purpose of your testimony?**

7 A.6. My testimony addresses the application of NV Energy, in this docket, to establish a Large Load
8 Electric Service Agreement ("LLESA") framework for extra-large load customers, and the
9 application of that framework to Novva's three Nevada data center projects.

10 Novva's projects sit in two different postures with respect to the LLESA. Novva Reno,
11 LLC executed its High Voltage Distribution Agreement ("HVD") with Sierra Pacific before
12 the LLESA existed as a concept, and the load reflected in that HVD was subsequently
13 incorporated into the load forecast the Commission reviewed and approved as part of a prior
14 integrated resource plan proceeding. Novva Las Vegas, LLC and Proton NLV, LLC, by
15 contrast, have each executed an HVD and have since executed an LLESA with NV Energy.

16 My testimony explains why service to the Novva Reno project under its HVD should
17 not be conditioned on execution of a new LLESA adopted years later, and why the LLESA
18 framework the Commission approves in this docket for Novva Las Vegas and Proton NLV
19 should include Commission-ordered revisions to specific commercial terms, so that the
20 framework is commercially just, reasonable, and consistent with NRS 704.040. Novva is
21 willing to pay for all incremental costs associated with service to its projects but asks that it do
22 so under terms that are commercially reasonable, not commercially unreasonable or
23 unconscionable.

1 **Q.7. Please summarize your specific recommendations.**

2 A.7. My specific recommendations are as follows:

- 3 1. First, I recommend that the Commission confirm that service to the Novva Reno project
4 under its HVD - whose load has already incorporated into an approved load forecast -
5 cannot be conditioned on execution of a new LLESA adopted years later.
- 6 2. Second, I recommend that the Commission approve the LLESA framework at issue in
7 this docket for Novva Las Vegas and Proton NLV, but only with Commission-ordered
8 revisions to specific commercial terms, consistent with the recommendations of other
9 parties in this docket that Novva adopts below, so that the framework is commercially
10 just, reasonable, and consistent with NRS 704.040.
- 11 3. Third, I recommend that the Commission preserve Novva's ability to transition, at its
12 election, to any large-load tariff or other framework the Commission may adopt in the
13 future, without forfeiting the rights and benefits Novva has already secured under its
14 existing HVDs or its executed LLESAs.
- 15 4. Finally, I recommend that the Commission direct NV Energy to develop a large-load
16 customer tariff through a separate, dedicated ratemaking proceeding, with full
17 stakeholder participation.

18 **II. NOVVA'S BUSINESS AND INVESTMENT IN NEVADA**

19 **Q.8. Please describe Novva's business.**

20 A.8. Novva is a data center developer, owner, and operator. Founded in 2019, Novva focuses
21 exclusively in the Western U.S. with data centers in Utah, Reno and Las Vegas Nevada,
22 California, Colorado, and Arizona. Novva develops and operates purpose-built wholesale and
23 hyperscale data center campuses for Artificial Intelligence, Cloud and Enterprise deployments.

Q.9. Please describe Novva's corporate structure and the entities relevant to this proceeding.

A.9. Novva Holdings, LLC is the parent company of Novva Las Vegas, LLC; Novva Reno, LLC; and Proton NLV, LLC (collectively, "Novva"). Novva Reno, LLC's development is the subject of Section IV of this testimony, below. Novva Las Vegas, LLC's development is the subject of Section V. Proton NLV, LLC's development is the subject of Section VI.

Q.10. At a high level, what is the status of Novva's three Nevada developments?

A.10. Novva's Tahoe Reno facility sits on a [REDACTED] campus in the Tahoe Reno Industrial Center. Under the HVD, Novva Reno is contracted for [REDACTED]

[REDACTED]
[REDACTED]

Novva's first Las Vegas facility ("Quasar") is a [REDACTED]. Under the HVD, Novva Las Vegas is contracted for [REDACTED]
[REDACTED]
[REDACTED].

Novva acquired approximately [REDACTED] currently in the development process which is its second Las Vegas facility ("Proton"). Under the HVD, Proton NLV is contracted for [REDACTED]
[REDACTED]

Across these three projects, Novva has invested approximately [REDACTED] and anticipates investing an additional approximately [REDACTED] across the Reno and Las Vegas facilities and approximately [REDACTED]
[REDACTED], for a total anticipated capital investment of nearly [REDACTED]
[REDACTED] That figure reflects capital expenditures only and does not include operating costs or investment in human resources.

III. NOVVA'S TWO CATEGORIES OF PROJECTS

Q.11. Please describe the current contractual status of each of Novva's projects with NV Energy.

A.11. Novva Reno's HVD [REDACTED] with Sierra Pacific, has an effective date of [REDACTED], which was subsequently assigned to Novva Reno. and the load reflected in that HVD was subsequently incorporated into NV Energy's load forecast, which the Commission reviewed and approved as part of NV Energy's 2024 IRP.

Novva Las Vegas's HVD [REDACTED]), with Nevada Power, was originally executed [REDACTED], and was amended and restated effective [REDACTED], at which time the agreement was assigned into Novva Las Vegas, LLC's name. Novva Las Vegas executed its LLESA with Nevada Power on [REDACTED].

Proton NLV's HVD [REDACTED] also with Nevada Power, was originally executed in the name of Novva Holdings, LLC, effective [REDACTED] and was assigned to Proton NLV, LLC effective [REDACTED]. Proton NLV executed its LLESA with Nevada Power that same day, [REDACTED]. Nevada Power's application for Commission approval of the Novva Las Vegas and Proton NLV LLESA's is pending in Docket No. 26-05029.

Q.12. Why does it matter that Novva's projects sit in two different postures?

A.12. Novva Reno's relief depends on the fact that its load is already reflected in a Commission-approved load forecast and does not require the Commission to evaluate any LLESA terms at all. Novva Las Vegas's and Proton NLV's relief instead depends on the Commission ordering specific revisions to LLESA's that Novva has already signed. Presenting both postures through a single witness lets the Commission see the full range of positions large-load customers occupy under NV Energy's current approach to implementing the LLESA.

IV. NOVVA RENO, LLC

Q.13. At a high level, please describe how Novva Reno obtained its HVD from NV Energy.

A.13. Novva Reno, under the Project name “Astro,” proceeded through Sierra Pacific’s standard Rule 9, Section B.2 process for a large-load customer designated Abnormal Risk. Novva and Sierra Pacific were parties to an Engineering Study Agreement dated [REDACTED] and Sierra Pacific completed a Load Addition Transmission Study, dated [REDACTED] identifying the facilities required to serve an Estimated Full Build-out Project Load of [REDACTED]. The resulting HVD [REDACTED] has an effective date of [REDACTED]. I personally signed the HVD on Novva’s behalf, as Chief Executive Officer.

Q.14. Did the Commission review and approve Novva Reno’s HVD itself?

A.14. No. It is my understanding that HVDs are executed under NV Energy’s Rule 9 tariff and are not individually submitted to the Commission for case-specific approval. What Novva relies on is the Commission’s approval, as part of NV Energy’s 2024 Joint IRP, Docket No. 24-05041, in which the Commission issued its order in December 2024, of NV Energy’s load forecast - a forecast built in part from customer HVDs, including Novva Reno’s HVD. Based on my review, Novva Reno’s Astro project load was incorporated into that forecast.¹ NV Energy’s load forecast testimony in that docket identified anticipated large-customer growth in the Tahoe-Reno Industrial Center, where Astro is located, as a driver of the forecast, and NV Energy’s own Tran-4 agreement list was revised to include Novva Reno’s full [REDACTED]

¹ Exhibit Swenson-Direct-2, Exhibit RMS-7 to the Testimony of Ryan Sinclair, Docket 24-05041, Phase III, NV Energy Response to Staff DR 261, TRAN-4 Revision.

1 HVD load. That Tran-4 revision was included in the testimony of Staff witness Ryan Sinclair,
2 as Exhibit 309, and was submitted to the Commission as part of the 2024 IRP record.

3 **Q.15. At the time Novva Reno executed its HVD, did NV Energy indicate that an LLESA or**
4 **other additional contractual agreement would also be required?**

5 A.15. No. The HVD itself, in Recital (H)(1), acknowledges only in generic, boilerplate terms that
6 Novva Reno “may be required to enter into a service agreement prior to taking Service” under
7 the GS-3T rate schedule - standard language that predates, and does not reference, the LLESA.
8 My understanding is that the LLESA did not exist as a concept in February 2023, when Novva
9 Reno’s HVD was executed, or in December 2024, when the load it reflects was incorporated
10 into the Commission-approved 2024 IRP forecast.

11 **Q.16. Has Novva Reno operated on the assumption that GS-3T is the applicable rate schedule**
12 **for its service, given that it is referenced in the HVD?**

13 A.16. Yes. Because Novva Reno’s HVD itself references the GS-3T rate schedule, Novva Reno has
14 operated on the assumption that GS-3T has been the operative tariff schedule governing its
15 service. That reliance on GS-3T as the operative rate schedule referenced in an HVD that
16 predates the LLESA, with no additional agreement ever required as a condition of service,
17 further supports Novva Reno’s position that a new LLESA should not now be imposed as a
18 condition of service.

19 **Q.17. Has Novva relied on the Commission’s approval of the load forecast that incorporates**
20 **Novva Reno’s HVD load in making business, leasing, and financing decisions for that**
21 **project?**

22 A.17. Yes. Novva made its investment, leasing, and financing decisions for Novva Reno on the
23 understanding that Sierra Pacific’s HVD, and the incorporation of that HVD’s load into NV
24 Energy’s Commission-approved load forecast, together reflected NV Energy’s obligation to
25 serve that project. Further, Novva and Novva’s end-users relied heavily on this forecast in

1 structuring our commercial arrangements, including entering into client leases based on pricing
2 and delivery assumptions and expectations reflected in the forecast. Those commitments are
3 now embedded in our existing agreements, and a material pivot from the forecast would
4 significantly undermine Novva's ability to perform in accordance with those obligations and
5 could jeopardize the viability of the agreements already in place.

6 **Q.18. What would be the commercial impact on Novva Reno if NV Energy did not perform, or**
7 **did not provide the load ramp specified in Novva Reno's HVD?**

8 A.18. It would be significant. Novva Reno structured its investment, leasing, and financing decisions,
9 and its own commercial arrangements with its customers, around the load ramp NV Energy
10 committed to provide under the HVD and the associated Commission-approved load forecast.
11 If NV Energy did not perform, or delayed or reduced that load ramp, Novva Reno would be
12 unable to meet the delivery and capacity commitments it has made to its own customers under
13 agreements priced and scheduled on the assumption that NV Energy's service would be
14 available as and when the HVD specifies. That mismatch would expose Novva Reno to
15 commercial and financial harm including lost revenue, exposure to its own customers for
16 breach, and impaired ability to finance or lease the facility.

17 Further, that kind of de facto revision of signed agreements by regulatory action
18 presents legal concerns for Novva, up to and including whether such action would constitute a
19 regulatory taking of Novva's property rights secured by contract.

20 **Q.19. What standard does NV Energy use, in its own testimony filed in this docket, to determine**
21 **whether the LLESA applies to an existing customer?**

22 A.19. Based on my review of the testimony NV Energy has filed in this docket, NV Energy witness
23 Janet Wells testifies that the form LLESA is intended to apply where a customer's requested
24 load size, ramp timing, or load volatility "may require the Companies to develop incremental

resources beyond what would otherwise be necessary to serve existing customers,”² and that for an existing customer specifically, applicability turns on “an increase that accelerates an existing customer’s load above prior expectations.”³ Novva Reno’s full, contracted HVD load of [REDACTED] was already known to NV Energy, and incorporated into the load forecast the Commission approved in NV Energy’s 2024 IRP, well before this docket was filed. Applying the LLESA to Novva Reno’s already-known, already-forecasted load is inconsistent with the very standard NV Energy has proposed for determining when the LLESA should apply to an existing customer.

Q.20. What concerns does this raise, and what does Novva recommend the Commission do?

A.20. Requiring Novva Reno to execute an LLESA as a condition of continued service under its existing HVD would undermine the finality of the Commission’s approval of a load forecast that already accounts for that load; would retroactively condition continued service on a requirement that did not exist when Novva made its investment and financing decisions in reliance on that approved forecast; and would treat a project whose load was incorporated into an earlier-in-time, Commission-approved forecast the same as, or worse than, large-load customers whose HVDs were executed after Novva Reno’s. Because the Commission already approved a load forecast that incorporates Novva Reno’s full HVD load, before NV Energy required, or even contemplated, an LLESA, Novva recommends that the Commission confirm that Novva Reno’s load, as already reflected in that approved forecast, is not subject to a new LLESA requirement, and that Novva Reno is entitled to continue receiving generation consistent with its HVD.

² Docket No. 26-05007, Vol. 2, Wells-DIRECT at Q/A 22.

³ Docket No. 26-05007, Vol. 2, Wells-DIRECT at Q/A 23.

V. NOVVA LAS VEGAS, LLC

Q.21. Please describe, at a high level, the history of Novva Las Vegas's HVD and LLESA with NV Energy.

A.21. Novva Las Vegas, under the Project name "Quasar," originally executed its HVD [REDACTED] [REDACTED] with Nevada Power on [REDACTED], reflecting an Estimated Full Build-out Project Load of [REDACTED]. Nevada Power and Novva Las Vegas amended and restated that HVD effective [REDACTED] at which time the agreement was assigned into Novva Las Vegas, LLC's name. NV Energy first provided the form LLESA framework agreement to Novva's project team on [REDACTED] when Janet Wells transmitted the form to Novva personnel, stating that NV Energy intended to use the agreement for customers meeting a requirement specified in Novva's Rule 9 contract. NV Energy issued a revised form LLESA on [REDACTED], and a further-revised form on [REDACTED], in response to Novva's successive comments and redlines. Novva Las Vegas executed its LLESA with Nevada Power on [REDACTED]

Q.22. Does Novva generally support the use of an LLESA for Novva Las Vegas?

A.22. Yes, consistent with NV Energy's obligation to serve and the legitimate need to protect existing ratepayers from unreasonable costs associated with large-load service, provided the terms of the LLESA are commercially reasonable.

Q.23. Does Novva believe the LLESA's specific commercial terms, as currently drafted, are commercially reasonable?

A.23. No. Novva has concerns regarding the LLESA's rate structure; its eligibility and cost-attribution criteria; its minimum demand and minimum energy provisions; its contract term; its security and collateral requirements; its treatment of load ramp flexibility; its curtailment standards; and its minimum billing and termination fee provisions.

1 **Q.24. Does Novva offer its own detailed, quantitative analysis of these specific terms?**

2 A.24. Novva has already identified, in writing, the terms it disputes. Exhibit G to Novva Las Vegas's
3 executed LLESA - filed by Nevada Power as part of its application in Docket No. 26-05029 -
4 lists the Customer-Reserved Provisions Novva identified at signing, including the calculation
5 of the Customer-Specific Generation Charge, the ESA Overall Rate, and the Long-Term
6 Energy Rate; the calculation of the Termination Payment and the ESA Customer Security; and
7 the 25 year contract term. Exhibit G also includes Novva's Execution Disclaimer and
8 Statement of Intent, in which Novva stated that it was not being offered a service option other
9 than executing the LLESA, that it executed the agreement solely because Nevada Power had
10 conditioned electric service upon its execution, and that execution did not reflect good-faith
11 commercial negotiation and did not waive any of Novva's rights or legal positions.

12 **Q.25. Are you an attorney?**

13 A.25. No.

14 **Q.26. Without offering a legal conclusion, what is your understanding, as a business person, of**
15 **the Commission's obligation to ensure that utility rates and service terms are just and**
16 **reasonable?**

17 A.26. My lay understanding is that Nevada law requires that charges for utility service be just and
18 reasonable, and that an unjust or unreasonable charge is unlawful. It is on that basis that Novva
19 asks the Commission to order the specific revisions to the LLESA's commercial terms
20 recommended in the adopted testimony referenced above.

21 **Q.27. Is there a separate docket in which the Commission is asked to approve Novva Las**
22 **Vegas's executed LLESA specifically, apart from the form LLESA reviewed in this**
23 **docket?**

24 A.27. Yes. Nevada Power's application for Commission approval of Novva Las Vegas's executed
25 LLESA is pending in Docket No. 26-05029.

Q.28. Are the revisions Novva has requested to Exhibit G's Customer-Reserved Provisions just and reasonable?

A.28. Yes. Each of the provisions Novva identified in Exhibit G including the calculation of the Customer-Specific Generation Charge, the ESA Overall Rate, and the Long-Term Energy Rate; the calculation of the Termination Payment and the ESA Customer Security; and the 25-year contract term - reflects a term NV Energy drafted unilaterally and that Novva was required to accept, without negotiation, as a condition of receiving service. Revising those provisions consistent with the recommendations Novva provides in Exhibit G to its LLESA would create a just and reasonable framework.

VI. PROTON NLV, LLC

Q.29. Please describe, at a high level, the history of Proton NLV's HVD and LLESA with NV Energy.

A.29. Proton NLV's HVD () was originally executed in the name of Novva Holdings, LLC, effective , reflecting an Estimated Full Build-out Project Load of . It was preceded by an Engineering Study Agreement (), effective , and twice amended. Effective , Novva Holdings, LLC assigned the HVD and the ESA to Proton NLV, LLC pursuant to an Assignment and Assumption Agreement, which I signed personally, as Chief Executive Officer, on behalf of both the assignor, Novva Holdings, LLC, and the assignee, Proton NLV, LLC.

As with Novva Las Vegas, Nevada Power first provided the form LLESA framework agreement to Novva's project team on with a revised form issued , and a further-revised form issued . Proton NLV executed its LLESA

with Nevada Power on [REDACTED]. Nevada Power is seeking approval of Proton NLV's LLESA as part of its application in Docket No. 26-05029.

Q.30. Does Novva ask the Commission to address the same categories of LLESA terms, on the same basis, for Proton NLV as it does for Novva Las Vegas?

A.30. Yes. Proton NLV executed the same form of LLESA, on the same commercial terms, as Novva Las Vegas, and Exhibit G to Proton NLV's executed LLESA identifies the same categories of Customer-Reserved Provisions - including the Customer-Specific Generation Charge, ESA Overall Rate, Long-Term Energy Rate, Termination Payment, ESA Customer Security, and 300-month contract term - together with the same Execution Disclaimer and Statement of Intent described in Section V above.⁴ For the reasons described in Section V, Novva likewise adopts the detailed analysis and specific recommendations presented in the testimony referenced there with respect to Proton NLV's rate structure, eligibility and cost-attribution criteria, minimum demand and minimum energy provisions, contract term, security and collateral requirements, load ramp flexibility, curtailment standards, and minimum billing and termination fee provisions.

Q.31. Is there a separate docket in which the Commission is asked to approve Proton NLV's executed LLESA specifically, apart from the form LLESA reviewed in this docket?

A.31. Yes. As noted above, Nevada Power's application for Commission approval of Proton NLV's executed LLESA is pending in Docket No. 26-05029, together with Novva Las Vegas's executed LLESA.

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⁴ Docket No. 26-05007, Vol. 2, Wells-DIRECT-3 at 18-22.

1 **VII. COMMISSION APPROVED TARIFFS**

2 **Q.32. Does Novva otherwise support the concept of large-load customers bearing the costs**
3 **attributable to serving their own load?**

4 A.32. Yes. Novva agrees that data centers should pay their own way and should not increase costs
5 for other customers. Novva supports the Commission's continued oversight of these issues in
6 this docket, and its commitment to developing large-load service arrangements through a
7 transparent process that gives affected parties a meaningful opportunity to be heard before
8 those arrangements become binding.

9 **Q.33. Does Novva support development of a large-load tariff?**

10 A.33. Yes. Novva recommends that the Commission requires NV Energy to file for a new tariff
11 addressing large-load customer projects. That framework should be developed alongside the
12 Commission and other stakeholders in a proper ratemaking proceeding, not adopted piecemeal
13 through individualized agreements in this IRP docket.

14 **Q.34. Does Novva have a recommendation regarding the specific load threshold at which a**
15 **large-load tariff, or any comparable large-load framework, should apply?**

16 A.34. Yes. Novva recommends that the Commission adopt a 100 MW aggregate peak demand
17 threshold, measured at a single site or campus, for defining the large-load customers subject to
18 any large-load tariff or comparable framework the Commission later adopts. That threshold is
19 consistent with the approach other jurisdictions have taken. The U.S. House of Representatives
20 passed H.R. 9340, the Ratepayer Protection Act, on September 16, 2026, which would amend
21 the Public Utility Regulatory Policies Act to define a "large-load customer," for facilities
22 whose energy use is primarily for information-technology infrastructure or data storage, as one
23 with an aggregate peak electric demand of 100 MW or more at a single site or campus. Utah's
24 S.B. 132 (2025 General Session), which enacted Title 54, Chapter 26 of the Utah Code

governing large-scale electric service, likewise uses a 100 MW cumulative demand threshold throughout its definitions of a large-scale service request, a private generation contract, and a closed private generation system. A 100 MW threshold, consistent with both examples, is just and reasonable and would properly distinguish extra-large load customers from ordinary commercial and industrial customers.

Q.35. What does Novva recommend regarding customer flexibility if the Commission later adopts a different large-load framework, such as a tariff?

A.35. Novva recommends that the Commission preserve customer flexibility going forward. A customer whose HVD load has already been incorporated into a Commission-approved load forecast, or that has executed an LLESA the Commission approves, should retain the sole option to transition to whatever large-load framework the Commission later adopts, without forfeiting rights or benefits already accrued.

VIII. RECOMMENDATIONS

Q.36. Please summarize Novva's position in this proceeding.

A.36. Novva's three Nevada data center projects sit in two different postures with respect to NV Energy's proposed LLESA. Novva Reno's load was already incorporated into a Commission-approved load forecast before the LLESA existed as a concept, and that approval should not be reopened through a new contractual requirement adopted years later. Novva Las Vegas and Proton NLV, by contrast, have each already executed an LLESA, and Novva supports Commission approval of the LLESA framework for those projects, provided the Commission orders the revisions Novva proposed in Exhibit G of its LLESA, so that the framework is commercially reasonable and consistent with NRS 704.040. Both recommendations rest on the same underlying principle: NV Energy's obligation to serve, and the reasonable reliance large-load customers place on the agreements NV Energy asks them to sign.

1 **Q.37. Please summarize the relief Novva requests from the Commission.**

2 A.37. Novva respectfully requests that the Commission:

- 3 1. Confirm that Novva Reno's HVD, whose load ramp is already reflected in a Commission-
- 4 approved integrated resource plan forecast, is not subject to retroactive modification through
- 5 imposition of a new LLESA requirement, and that Novva Reno should continue to receive
- 6 generation consistent with that load ramp;
- 7 2. Approve the LLESA framework at issue in this docket for Novva Las Vegas and Proton NLV
- 8 only with the term-specific revisions recommended in the testimony Novva adopts in
- 9 Sections V and VI above, so that the framework is commercially reasonable and consistent
- 10 with NRS 704.040;
- 11 3. Confirm that a customer whose HVD load has already been incorporated into a Commission-
- 12 approved load forecast, or that has executed a Commission-approved LLESA, retains the
- 13 sole option to transition to any large-load framework the Commission later adopts, without
- 14 forfeiting rights or benefits already accrued; and
- 15 4. Direct NV Energy to file for a new large-load customer tariff, to be developed through a
- 16 separate, dedicated ratemaking proceeding with full stakeholder participation.

17 **IX. CONCLUSION**

18 **Q.38. Does this conclude your testimony?**

19 A.38. Yes.

EXHIBIT SWENSON-DIRECT-1

STATEMENT OF QUALIFICATIONS

WES SWENSON

Wes Swenson, CEO

Wes is a founder, investor, and the CEO of Novva, as well as the former CEO and founder of Utah-based C7 Data Centers (acquired by DataBank in 2017). With 35 years of experience working in the tech industry — including 15 years in the data center industry — Wes has a deep bench of tech knowledge including semi-conductors, desktop software, network software and hardware, web security, consumer products, and data centers.

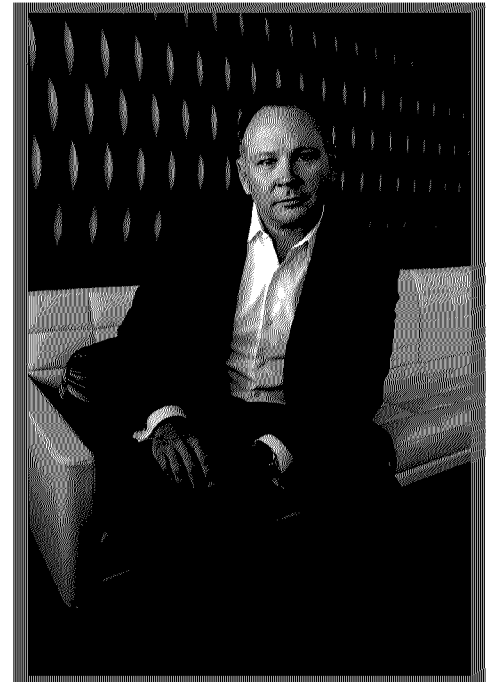


EXHIBIT SWENSON-DIRECT-2

EXHIBIT RMS-7 TO THE TESTIMONY OF RYAN
SINCLAIR, DOCKET 24-05041, PHASE III, NV ENERGY
RESPONSE TO STAFF DR 261, TRAN-4 REVISION

WES SWENSON

NV Energy

RESPONSE TO INFORMATION REQUEST

DOCKET NO:	24-05041	REQUEST DATE:	08-08-2024
REQUEST NO:	Staff 261	KEYWORD:	TRAN-4 update agreement list 2024; new agreements
REQUESTER:	Sinclair	RESPONDER:	Maxfield, Layne (NV Energy)

REQUEST:

Reference: Tran 4

Question: Please provide an updated Tran 4 Agreements List 2024 to include any new agreements. Also, please include the expected load in MW that each project in Tran 4 is expected to serve and the expected load from each Rule 9 customer that has been executed.

RESPONSE CONFIDENTIAL (yes or no): No

ATTACHMENT CONFIDENTIAL (yes or no): No

TOTAL NUMBER OF ATTACHMENTS: One (Zipped)

RESPONSE:

There are no new signed agreements that are applicable to the 2024 IRP. However, please note that agreements 23-00061 and 23-00062 have been replaced by 23-000129 and 23-000133, but the MWs did not change. This replacement is reflected in the revised TRAN - 4 attached, which includes the agreement #'s & MW for each.

DR 019387 STAFF 261

TRAN – 4

REVISION

<u>Project Name</u>	<u>Associated Agreements: MW</u>
Greenlink	<u>LGIA</u> ¹ (Multiple Clusters) <u>NITS</u> ² <u>Customers</u> Liberty Utilities BPA Nevada Gold Mines Switch North Plumas Sierra REC NV Energy ³ <u>Rule 9</u> ⁴ 24-00004; 315 MW 23-00061 23-00062 23-000129; 450 MW ⁵ 23-000133; 450 MW 23-00085; 625 MW 22-00068; 461 MW 24-00020; 461 MW - negotiating 24-00039; 461 MW - negotiating
Reid Gardner – Harry Allen 230 kV line #3 & separation of #1 and #2 lines	<u>LGIA</u> 21-00014: 200 MW (Other LGIAs are suspended)

¹ Large Generator Interconnection Agreement

² Network Integrated Transmission Service

³ Idaho Wind (DNR), Amargosa (DNR) and Libra, etc.

⁴ NV Energy's - Rule 9

⁵ 23-000129: 450 MW & 23-000133: 450 MW are Substation High Voltage Distribution (SHVD) Agreements for the first phase of Master Planned Community (MPC) Agreements 23-000131: 810 MW and 23-000132: 1215 MW respectively.

<u>Project Name</u>	<u>Associated Agreements: MW</u>
Lantern-Comstock 345 kV line	<u>LGIA</u> 22-00090: 400 MW 22-00091: 600 MW 22-00032: 115 MW <u>NITS Customers</u> - NV Energy ⁶ <u>Rule 9</u> 24-00004; 315 MW 23-00061 23-00062 23-000129; 450 MW 23-000133; 450 MW 23-00085; 625 MW 22-00068; 461 MW 24-00020; 461 MW - negotiating 24-00039; 461 MW - negotiating
Comstock Meadows transformer #2 280 MVA 345/120 kV	<u>Rule 9</u> 24-00004; 315 MW 23-00061 23-00062 23-000129; 450 MW 23-000133; 450 MW 23-00085; 625 MW 22-00068; 461 MW 24-00020; 461 MW - negotiating 24-00039; 461 MW - negotiating

⁶ Sierra Solar's phase 2 required Lantern – Comstock Meadows 345 kV line

<u>Project Name</u>	<u>Associated Agreements: MW</u>
West Tracy transformer #1 (second installed) 280 MVA 345/120 kV	<u>Rule 9</u> 16-00051; 500 MW 18-00017; 25 MW 18-00016; 303 MW 22-00001; 140 MW 23-00015; 100 MW 24-00004; 315 MW 23-00061 23-00062 23-000129; 450 MW 23-000133; 450 MW 23-00085; 625 MW 22-00068; 461 MW 24-00020; 461 MW - negotiating 24-00039; 461 MW - negotiating
Darling substation two (2) 37 MVA 230/12 kV	<u>Rule 9</u> 3011004285 - negotiating
Log Cabin substation 37 MVA 230/12 kV	<u>Rule 9</u> 3010603085 - negotiating
Spring Canyon substation Three (3) 37 MVA 230/12 kV	<u>Rule 9</u> 3010047083 - negotiating 3010833586 - negotiating 3010840442 - negotiating 3010885444 - negotiating
Ft Churchill-Comstock Meadow 345 kV line #2 and Ft Churchill third and fourth 600 MVA 525/345 kV transformers	<u>Rule 9</u> 24-00004; 315 MW 23-00061 23-00062 23-000129; 450 MW 23-000133; 450 MW 23-00085; 625 MW 22-00068; 461 MW 24-00020; 461 MW - negotiating 24-00039; 461 MW - negotiating
Mackay 345 kV switching station	<u>Rule 9</u> 23-00062 23-000133; 450 MW

<u>Project Name</u>	<u>Associated Agreements: MW</u>
Gosling 345 kV switching station	<u>Rule 9</u> 23-00061 23-000129; 450 MW
Ft Churchill –Veterans 525 kV line (siting and permitting only)	<u>Rule 9</u> 23-00061 23-00062 23-000129; 450 MW 23-000133; 450 MW 23-00085; 625 MW
Naniwa 345 kV (new) switching station	<u>Rule 9</u> 23-00085; 625 MW
Nighthawk 345/120 kV substation	<u>Rule 9</u> 22-00068; 461 MW
Vaquero 345/120 kV substation	<u>Rule 9</u> 24-00039; 461 MW - negotiating
Viking 345 kV switching station	<u>Rule 9</u> 24-00020; 461 MW - negotiating
Veterans 345/120 kV substation	<u>Rule 9</u> 99196; 29072 KVA
Prospector 230 kV line terminal	<u>Rule 9</u> 23-00044; 7.3 MW
Valmy CTs 411 MW	<u>LGIA</u> ⁷ - Two Pending & PLGIA ⁸ : 411 MW <u>NITS Customers</u> -NV Energy
Dry Lake East II PV/BESS 200/200 MW	<u>LGIA</u> 19-00072: 200 MW <u>NITS Customers</u> NV Energy
Libra PV/BESS 700/700 MW	<u>LGIA</u> 22-00008: 700 MW <u>NITS Customers</u> NV Energy ⁹

Larg Generator Interconnection Agreement – application in facility study of 5/15/2024

⁸ Provisional Larg Generator Interconnection Agreement – application in review as of 5/15/2024

⁹ Designated Network Resource request has been submitted as of 5/15/2024 – Expected result is that Ft Churchill – Comstock Meadows 345 kV line #1 and #2 to be a “required network upgraded pursued by NV Energy”. Provisionally the CT’s will connect at the Valmy 345 kV bus.

<u>Project Name</u>	<u>Associated Agreements: MW</u>
Corsac Geothermal Geothermal 115 MW	<u>LGIA</u> 22-00032: 115 MW <u>NITS Customers</u> NV Energy ¹⁰

¹⁰ Designated Network Resource request has been submitted as of 5/15/2024 – Expected result is that Lantern – Comstock Meadows 345 kV line to be a “required network upgraded pursued by a prior queued customer”.

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I, Wes Swenson, do hereby swear under penalty of perjury the following:

That I am the person identified in the foregoing Direct Testimony and that such testimony was prepared by me or under my direct supervision; that the answers and information set forth therein are true to the best of my knowledge and belief as of the date of this Affirmation; that I have reviewed and approved any modifications after the date of this Affirmation; and that if asked the questions set forth therein, my answers thereto would, under oath, be the same.

/s/ Wes Swenson

Wes Swenson

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this day served the foregoing Direct Testimony of Wes Swenson on behalf of Novva Holdings, LLC on behalf of its subsidiaries Novva Las Vegas, LLC; Novva Reno, LLC; and Proton NLV, LLC in reference to 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 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 22nd day of September 2026.

Sincerely,

/s/ Miriam S. Harris

Miriam S. Harris

Paralegal

Davison Van Cleve, PC

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