

-
-
-

26-05007

Public Utilities Commission of Nevada
Electronic Filing

Submitted: 10/16/2026 11:21:11 AM

Reference: 4f870da5-f34f-42e4-8408-8093513fcf67

Payment Reference: e4-8408-8093513fcf67

Filed For: SV RNO Property Owner 1 LLC and PR RNO Property Owner 1 LLC

In accordance with NRS Chapter 719,
this filing has been electronically signed and filed
by: /s Kim Chan

By electronically filing the document(s),
the filer attests to the authenticity of the electronic signature(s) contained therein.

This filing has been electronically filed and deemed to be signed by an authorized
agent or
representative of the signer(s) and
SV RNO Property Owner 1 LLC and PR RNO Property Owner 1 LLC

Davison Van Cleve PC

Attorneys at Law

(725) 735.1719 • crl@dvclaw.com
4675 W Teco Ave., Suite 230
Las Vegas, Nevada 89118

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 Rebuttal Testimony of Dennis Bartlett, on behalf of SV RNO Property Owner 1, LLC and PR RNO Property Owner 1, LLC ("Fleet"), 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
Davison Van Cleve PC
4675 W. Teco Ave., Suite 230
Las Vegas, NV 89118
Tel. (725) 735-1718
crl@dvclaw.com

/s/ Vidhya Prabhakaran

Vidhya Prabhakaran
California Bar No. 245795
Davis Wright Tremaine LLP
50 California Street, 23rd Floor
San Francisco, CA 94111
Tel. (415) 276-6500
vidhyaprabhakaran@dwt.com

*Attorneys for SV RNO Property Owner 1, LLC and
PR RNO Property Owner 1, 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
Triennial Integrated Resource Plan and 2027-2029
Energy Supply Plan.

Docket No. 26-05007

REBUTTAL TESTIMONY OF DENNIS BARTLETT

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	1
II. THE COMMISSION SHOULD APPROVE THE NINE EXECUTED LLESAs WITH MODIFICATIONS AND OPEN A NEW XLL PROCEEDING	2
III. THE COMMISSION SHOULD DECIDE SERVICE PRIORITY AND PRIORITIZE LEGACY LOAD AND EXECUTED LLESA COMMITMENTS	13
IV. CONCLUSION.....	17

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

**Nevada Power Company d/b/a NV Energy
Sierra Pacific Power Company d/b/a NV Energy
2026 Joint Integrated Resource Plan (2027-2046)
Docket No. 26-05007**

REBUTTAL TESTIMONY OF DENNIS BARTLETT

I. INTRODUCTION

Q.1. Please state your name and on whose behalf you are testifying.

A.1. My name is Dennis Bartlett. I am Vice President of Energy for Tract Capital Management, LP, the asset manager for SV RNO Property Owner 1, LLC and PR RNO Property Owner 1, LLC (together, “Fleet”), and I am testifying on Fleet’s behalf.

Q.2. Have you previously filed testimony in Phase II of this proceeding?

A.2. Yes. I filed Direct Testimony on September 22, 2026 (“Bartlett Direct”) and Supplemental Testimony on October 2, 2026 (“Bartlett Supplemental”).

Q.3. What is the purpose of your rebuttal testimony?

A.3. I respond to the supplemental testimony filed by Staff and other parties on October 2, 2026, and present Fleet’s concluding recommendations for Phase II. *First*, I explain why the Commission should approve the nine executed Large Load Electric Service Agreements (“LLESAs”) on an interim basis, subject to targeted security-related revisions and a stay of the Customer-Specific Generation Charge (“CSGC”) and Long-Term Energy Rate (“LTER”) surcharges pending further vetting in a dedicated extra-large load (“XLL”) tariff proceeding. Doing so retains the following protections for ratepayers and NV Energy: minimum demand, minimum energy, administrative fees, limits on early exit and the termination payment, limits on changes to Ramp Demand and Maximum Demand, emergency curtailment, and no performance obligations for NV Energy. *Second*, I recommend that the Commission expressly set service

1 priority, giving first priority to legacy load included in the Commission-approved 2024 Joint IRP
2 forecast and second priority to executed LLESAs commitments.

II. THE COMMISSION SHOULD APPROVE THE NINE EXECUTED LLESAS WITH MODIFICATIONS AND OPEN A NEW XLL PROCEEDING

Q.4. Having reviewed the supplemental testimony filed on October 2, 2026, what is Fleet's final recommendation with respect to the executed LLESAs?

5 A.4. Consistent with my Direct and Supplemental Testimony, Fleet's final
6 recommendation for this phase of the proceeding is that the Commission should approve the nine
7 executed LLESAs filed in Docket Nos. 26-05026 through 26-05030 on an interim basis, with the
8 modifications discussed below.¹ Fleet also continues to support Staff's position that an executed
9 Rule 9 agreement serves as the service contract under Rule 10, provided such determination does
10 not impact the Commission authorizing adequate resource procurement in this IRP to ensure
11 service continuity. Nothing in the subsequent testimony undermines that recommendation. To
12 the contrary, the supplemental record has converged on two points that, together, make interim
13 approval of the executed LLESAs the most practical path forward. *First*, continuity of service is
14 paramount. The customers that signed LLESAs have already committed billions of dollars to
15 Nevada in reliance on NV Energy's promise of service; Fleet alone expects to invest over \$8
16 billion in its first two Nevada campuses.² *Second*, the parties all agree to the principles of
17 ratepayer protection but vary greatly on the details. The executed LLESAs place the cost and risk
18 of serving the LLESA load on the LLESA customers, in addition to the existing protections for
19 customers and NV Energy contained in their Rule 9 agreements.³ The Commission should
20 therefore approve the LLESAs on an interim basis, with the reasonable modifications discussed

¹ See NV Energy Response to BCP 2-04 (listing nine LLESA contracts across Docket Nos. 26-05026 through 26-05030).

² Bartlett Supplemental at 7:5-6.

³ Bartlett Supplemental at 16:14-22.

1 below, so that it can then authorize the procurement needed to serve customers with committed
2 load in this proceeding rather than delay procurement pending resolution of a permanent
3 framework.⁴

4 **Q.5. If the Commission approves the executed LLESAs on an interim basis, which**
5 **modifications should it adopt?**

6 A.5. Fleet has reviewed the LLESA revisions recommended by Staff, BCP, and the
7 other customer parties and does not object to any of them; many are directionally consistent with
8 Fleet's Exhibit G Customer-Reserved Provisions.⁵ Fleet also continues to reserve the full set of
9 objections described in my Direct Testimony and in Exhibit G of Fleet's LLESA for
10 consideration in a dedicated XLL tariff proceeding, including among other items the minimum
11 demand and energy billings.⁶ For purposes of interim approval, however, the following limited
12 modifications are paramount: a reduction of the outlier security requirement, a reasonable
13 extension of the security posting deadline, flexibility to allow a creditworthy tenant to provide
14 the guaranty, and a stay of the CSGC and LTER surcharges until they are fully vetted.⁷ NV
15 Energy asks the Commission to approve the LLESAs as filed. But the October 2 supplemental
16 testimony only reinforced the record that both the security and the surcharge provisions require
17 correction: there is broad agreement that the security requirement is excessive (even exceeding
18 the termination penalty proposed by NV Energy) and misaligned with actual stranded-cost
19 exposure, and Staff identified errors in the CSGC and LTER that must be corrected before any
20 charges are collected.⁸

⁴ See Responsive Testimony of Paul Augustine on behalf of Prologis, L.P. and North Las Vegas Power LLC (Oct. 2, 2026) at 20:7-21:18 (asking the Commission to approve resources now for customers with executed LLESAs rather than defer procurement).

⁵ Bartlett Supplemental at 23:9-11.

⁶ Bartlett Supplemental at 21:16-22:2.

⁷ Bartlett Direct at 71:14-72:2; Bartlett Supplemental at 22:8-23:4.

⁸ Bartlett Supplemental at 22:8-23:4.

1 Targeted changes would make interim approval workable while preserving the ability to
2 resolve the broader rate design issues that belong in a dedicated tariff proceeding. Even with
3 these modifications, interim approval of the executed LLESA's would mark a significant step
4 forward in both customer commitment and ratepayer protection, adding substantial financial
5 obligations in addition to the executed Rule 9 agreements that Staff maintains serve as the
6 service contract under NV Energy's Rule 10.⁹

7 **Q.6. Why should the security requirement be reduced?**

8 A.6. There is broad agreement among the customer parties that the LLESA's security
9 requirement is excessive and misaligned with actual stranded-cost exposure.¹⁰ As I explained in
10 my Direct Testimony, the form LLESA calculates security on minimum charges across all billing
11 determinants for the entire term. Based on NV Energy's billing models, the resulting requirement
12 initially exceeds \$18.5 million per MW of Maximum Demand and exceeds the Termination
13 Payment itself. Security should be sized to NV Energy's demonstrable stranded-cost exposure,
14 net of reasonably expected mitigation, so that it protects other ratepayers. Although NV Energy
15 presents the security requirement as necessary to protect other customers, as designed it goes

⁹ Prepared Direct Testimony of Adam E. Danise, P.E., on behalf of the Regulatory Operations Staff (Sept. 22, 2026) ("Danise Direct") at 14:18-23; *see also id.* at 2:5-9; Bartlett Supplemental at 8:6-9:18.

¹⁰ Phase II Direct Testimony of Justin Bieber on behalf of Amazon Data Services, Inc. (Sept. 22, 2026) at 40:15-41:6 (because security is calculated on the full ESA Overall Rate, while the Termination Payment excludes BTER, DEAA, and other usage-based rates, the required security "may materially exceed" the customer's potential Termination Payment); *id.* at 12:3-14, 42:14-21 (security should be capped at the Termination Payment and trued up at least annually as the remaining term declines); Prepared Direct Testimony of Lee Ye on behalf of Prologis, L.P. and North Las Vegas Power LLC (Sept. 22, 2026) ("Ye Direct") at 11:14-18, 12:8-12 (explaining the collateral is calculated over the full 25-year term with no refund or reduction mechanism and asking that security be sized to actual stranded-cost exposure, net of reasonable mitigation, on a rolling basis); Supplemental Direct and Rebuttal Testimony and Exhibits of Dr. Carolyn Berry on behalf of Google LLC (Oct. 2, 2026) ("Berry Supplemental") at 12:23-13:15 (security amount "is excessive" because it reflects neither risk nor the reduction in risk over the life of the contract); Prepared Responsive and Supplemental Direct Testimony of Mark E. Garrett on behalf of Microsoft Corporation (Oct. 2, 2026) ("Garrett Supplemental") at 16:6-8 (customers may be required to provide security with no guarantee of timely service); Bartlett Direct at 57:13-18 (the security exceeds the termination payment and is not calibrated to stranded-cost exposure), 60:16-61:2 (the security and termination-payment methods do not match), 64:19-65:4 (security should equal the termination payment net of mitigation); Bartlett Supplemental at 22:8-14.

1 much further: it insulates NV Energy’s own performance and shareholder risk, allowing NV
2 Energy to make essentially riskless investments while still earning a return that compensates for
3 investment risk it is not taking. Ratepayer protection is not the same as shareholder protection;
4 security should be sized to protect other NV Energy ratepayers, not to insulate NV Energy
5 shareholders.¹¹

6 Additionally, NV Energy’s proposed security methodology depends on unresolved
7 commercial terms—including the CSGC rate, LTER rate, applicability of administrative fees,
8 minimum billing thresholds, agreement term, discount rate used to determine net present value,
9 and termination-payment methodology. Seeking alignment on the interim security while these
10 aspects remain debated is a nearly impossible task. Fleet’s proposed interim security requirement
11 of \$1.5 million per MW of Maximum Demand—benchmarked to Dominion’s GS-5 tariff,
12 approved by the Virginia SCC in November 2025 after extensive regulatory review—avoids that
13 problem by using a simple, objective benchmark that can confirm customer commitment and
14 protect against stranded-cost risk while the permanent tariff framework is developed.¹² It also
15 totals over \$5 billion across the approximately 3.4 GW of pending LLESA customers and would
16 exceed NV Energy’s incremental capital risk for these customers during the pendency of a
17 follow-on proceeding.¹³

18 Finally, the record increasingly points to an under-procurement risk, not an over-
19 procurement risk.¹⁴ If the principal near-term problem is insufficient approved capacity to serve

¹¹ Bartlett Direct at 57:21-58:3, 64:19-65:4, 80:1-3.

¹² Va. State Corp. Comm’n, Final Order, Case No. PUR-2025-00058, at 25 (Nov. 25, 2025); Bartlett Direct at 71:16-72:2.

¹³ Bartlett Direct at 71:14-72:2 (my Direct Testimony inadvertently states that this amount totals nearly \$5 billion across 3.3 GW of pending LLESA customers; the correct amount is more than \$5 billion across 3.4 GW, as stated herein.)

¹⁴ See Danise Direct at 21:1-3 (by design, the Obsidian Plan “does not demonstrate resource sufficiency for the unmitigated load ramp requested by large load customers through their executed Rule 9 Agreements”); Prepared Supplemental Direct Testimony of Adam E. Danise, P.E., on behalf of the Regulatory Operations Staff (Oct. 2,

1 committed load, then a simple, substantial interim security amount is adequate to confirm
2 customer commitment and protect against genuine stranded-cost exposure while the Commission
3 develops a permanent XLL framework.

4 **Q.7. What is your recommendation with regard to the security posting deadline?**

5 A.7. Consistent with Fleet’s recommendations in Exhibit G, I propose that the deadline
6 to post security after the PUCN Approval Date should be extended from fifteen (15) to thirty
7 (30) business days. Fifteen business days is not a practicable period in which to arrange a letter
8 of credit of this magnitude. Issuance may require approval at the highest levels of a customer’s
9 organization, as well as coordination with financial institutions that may be unable to issue the
10 required instrument within NV Energy’s proposed timeframe. Extending the deadline to thirty
11 business days would accommodate these practical constraints without diminishing ratepayer
12 protections.

13 **Q.8. Why should the Commission allow security to be provided through a**
14 **guaranty from a customer’s tenant or tenant parent that satisfies the**
15 **Creditworthiness Requirements?**

16 A.8. The ESA Customer Security is intended to provide NV Energy reasonable
17 assurance that the customer’s obligations will be satisfied. That purpose is met if the guarantor—
18 whether the customer, an affiliate, or a tenant/tenant parent—satisfies the same Creditworthiness
19 Requirements and provides a guaranty in form and substance reasonably satisfactory to NV
20 Energy. Allowing a creditworthy tenant or tenant parent to provide the guaranty adds practical

2026) (“Danise Supplemental Direct”) at 5:6-20 (NV Energy’s ability to procure additional thermal and renewable generation above the Preferred Plan levels “is constrained, which limits the amount and timing of electric service that can be provided to large load customers”); Bartlett Supplemental at 10:20-11:17 (the Base Load Forecast reflects only about 53% of the load under more than 6.2 GW of executed Rule 9 agreements, and executed LLESA loads “may utilize all of, or exceed,” the load supported by the Preferred Plan); Berry Supplemental at 6:13-21 (NV Energy should be required to add resources to the Preferred Plan to serve signed contract load at 100% of contract capacity); NV Energy Response to Fleet Data Request (“DR”) 34 (reliable firm service “could be impaired” if loads reach Base Plus levels while resources are sized to the Preferred Plan).

flexibility without reducing protection for NV Energy or other customers, particularly where that entity is the party with the economic stake in the project and the strongest balance sheet.

Q.9. What specific revisions to the security requirement provisions does Fleet propose?

A.9. I propose the following revision to Section 6.1 (with the additions double-underlined):

6.1 ESA Customer Security

(a) Promptly, and in any event not more than ~~fifteen (15)~~ thirty (30) Business Days, after the PUCN Approval Date, Customer shall provide to NV Energy, and thereafter maintain, financial security for its obligations under this Agreement in an amount equal to one million, five hundred thousand dollars (\$1,500,000) per MW of Maximum Demand ~~the sum of the aggregate applicable Minimum Demand and Minimum Energy multiplied by the ESA Overall Rate for the remaining Term, as determined by NV Energy~~ (the “ESA Customer Security”); provided, however, that Customer shall not be obligated to provide the ESA Customer Security to NV Energy on or before the PUCN Approval Date if Customer has, as of the PUCN Approval Date, ~~both~~ (i) a credit rating with respect to Customer’s long-term, senior, unsecured, non-credit-enhanced indebtedness of (A) not lower than “A-” from S&P Global Ratings (or any successor) and (B) not lower than “A3” from Moody’s Investor Services, Inc. (or any successor), ~~and~~ or (ii) liquidity greater than ten (10) times the aggregate Minimum Demand ~~multiplied by the ESA Overall Rate for the Term~~ (collectively, the “Creditworthiness Requirements”), as reasonably determined by NV Energy. In the event that Customer was not required to provide the ESA Customer Security to NV Energy as of the PUCN Approval Date pursuant to the preceding sentence and Customer ceases to satisfy the Creditworthiness Requirements at any time during the Term, Customer shall have a period of thirty (30) days in which to comply with the Creditworthiness Requirements before Customer is obligated to provide the ESA Customer Security to NV Energy. If Customer has not achieved compliance with the Creditworthiness Requirements within such thirty (30) day period, Customer shall be obligated to provide to NV Energy, and thereafter maintain, the ESA Customer Security.

(b) The ESA Customer Security shall be in the form of either (i) a letter of credit issued by a financial institution reasonably satisfactory to NV Energy and in form and substance reasonably satisfactory to NV Energy, (ii) a cash deposit to be held by NV Energy, ~~or~~ (iii) a guaranty from an Affiliate of Customer (so long as such Affiliate initially satisfies, and during the Term continues to satisfy, the Creditworthiness Requirements) in form and substance reasonably satisfactory to NV Energy, or (iv) a

1 guaranty from Customer's tenant or tenant parent that satisfies the Creditworthiness
2 Requirements in form and substance reasonably satisfactory to NV Energy. For the
3 avoidance of doubt, the Parties agree that any ESA Customer Security shall be available
4 to NV Energy to satisfy any failure by Customer to comply with its obligations under this
5 Agreement.

6 **Q.10. Why should the CSGC be stayed?**

7 A.10. There is concern with the methodology underlying the CSGC, especially as it
8 relates to future class-based service rates and the imposition of ratemaking of a substantial
9 magnitude outside an appropriate proceeding. The CSGC's calculations contain errors that
10 produce cost shifts and potential double charging. The record shows that the CSGC must be
11 corrected and finalized before NV Energy begins to collect a charge of such magnitude. In
12 particular, parties across the record share concerns that the CSGC is opaque and effectively
13 uncapped, is collected as a non-refundable contribution before the facilities it funds are in
14 service, and risks recovering the same costs more than once.¹⁵ NV Energy also did not address
15 how the form LLESA interacts with existing tariffs and generation credits, so that vetting cannot
16 occur in this docket. Rather than allow NV Energy to collect a sizable charge that the record
17 shows must first be revised and finalized to be accurate and meet its purpose, the Commission
18 should stay the CSGC until it is fully vetted in the new XLL proceeding.

19 Moreover, the CSGC methodology has changed during this docket. Customers like Fleet
20 who would pay these charges were not shown the updated rates during negotiations or during the

¹⁵ Bartlett Direct at 52:14-54:13 (explaining that CSGC premiums are effectively uncapped and may escape prudence review, and that collecting the CSGC as a non-refundable contribution before facilities are used and useful departs from normal practice); Berry Supplemental at 13:23-25 (Item 13) (urging rejection of the CSGC as "an opaque charge into which the Company can collect undefined and unlimited costs"); Ye Direct at 14:11-15:15, 16:9-19 (describing the CSGC's contribution structure as "an interest-free loan to the utility" and requesting a methodology demonstrating that no cost is recovered more than once); Prepared Direct Testimony of Patrick Morton, Senior Economist on behalf of the Bureau of Consumer Protection (Sept. 22, 2026) at 19:19-20:8 (Q&A 25) (observing that the CSGC's attribution of resources is "contestable line by line"); Garrett Supplemental at 16:2-5 (noting the lack of clarity in the CSGC and LTER calculation methodology and questioning whether LLESA charges result in duplicate fees).

1 course of this proceeding.¹⁶ These substantial charges also constitute customer-specific
2 ratemaking, and the CSGC's demand-proportional allocation cannot fairly attribute thermal costs
3 among customers.¹⁷

4 Lastly, staying the CSGC is the least disruptive way to make the LLESA workable on an
5 interim basis. It allows the other protections in the Form LLESA to take effect before service
6 begins, without requiring the Commission to rework the CSGC methodology in this proceeding.
7 Fleet's request is not a request to avoid paying for its service. Fleet remains committed to paying
8 the full cost of the service it receives; it asks only that the CSGC be properly vetted and finalized
9 before NV Energy begins collecting it.

10 **Q.11. Does staying the CSGC expose other customers to higher rates during the**
11 **pendency of the dedicated proceeding?**

12 A.11. No. A stay does not, by itself, shift these costs to other customers. NV Energy
13 designed the CSGC as a contribution collected in advance of the resources entering rate base,
14 sized so that existing customers' rates do not increase when those resources are incorporated in
15 subsequent general rate cases.¹⁸ The thermal resources and related transmission the CSGC funds
16 are not expected to be in service before 2029, and NV Energy's own illustration assumes the first
17 of them enters rate base in a 2030 Sierra general rate case.¹⁹ Until then, those costs are not in the

¹⁶ See Fleet Response to Staff DR 237 (Confidential) (explaining in relevant part that NV Energy did not provide Fleet with the underlying calculations for the CSGC during negotiations, and that Fleet is unable to fully evaluate the CSGC rates in the confidential attachments to NV Energy's responses to Staff DRs 108 and 143 because it does not have access to the underlying confidential rate calculations and supporting assumptions).

¹⁷ Bartlett Direct at 13:12-14:9 (explaining that the CSGC and LTER are customer-specific ratemaking rather than risk mitigations, and that the CSGC alone would collect over \$700 million per year while the LTER represents a 73 percent increase over the current BTER); *id.* at 38:3-16, 51:9-52:13 (showing that NV Energy's own planning scenarios contradict the CSGC's demand-proportional allocation); Prepared Direct Testimony of Manuel N. Lopez on behalf of the Regulatory Operations Staff (Sept. 22, 2026) at 7:17-9:6.

¹⁸ NV Energy Response to Staff DR 26, Attach. 1, Exhibit Direct Pascal-2 ("CSGC White Paper") § I.

¹⁹ *Id.* §§ III-IV; Docket No. 26-05007, Vol. 2, Prepared Direct Testimony of Janet Wells ("Wells Direct"), Exhibit Wells-Direct-2 ("Form LLESA") at recitals; Docket No. 26-05007, Vol. 4, Prepared Direct Testimony of Fady Atala at 5.

1 rates of any customer.²⁰ NV Energy has already acknowledged that collection is not likely to
2 begin in January 2027 as originally designed.²¹

3 **Q.12. Why should the LTER be stayed?**

4 A.12. The LTER raises a methodology concern similar to the concerns surrounding the
5 CSGC. Under the proposed LLESA terms, the LTER is a fixed per-MWh rate, applied to the
6 hours an applicable Generating Facility produces.²² It recovers the cost of incremental PPAs that
7 NV Energy identifies as needed for large-load requests, along with the fixed cost of a gas
8 pipeline expansion serving the Fort Churchill thermal additions.²³ Which resources are
9 attributed, especially as it relates to future class-based service rates, is unclear. The proposed
10 LLESA terms do not identify the Generating Facilities that apply to each customer, and they
11 allow NV Energy to substitute alternative facilities.²⁴ Similar to the CSGC, the LTER imposes
12 ratemaking of a substantial magnitude outside an appropriate proceeding. Fleet remains
13 committed to paying the full cost of the service it receives; it asks only that the LTER or
14 comparable surcharge relative to standard GS-3/LGS-3 rates be properly vetted and finalized
15 before NV Energy begins collecting it.

16 **Q.13. Does staying the LTER expose other customers to higher rates during the**
17 **pendency of the dedicated proceeding?**

18 A.13. No. A stay does not, by itself, shift these costs to other customers. The LTER
19 recovers the incremental cost of PPAs and the fixed cost of a gas pipeline expansion that NV

²⁰ CSGC White Paper § IV.

²¹ NV Energy Response to Staff DR 288.

²² Form LLESA § 1.1, definition of “Long-Term Energy Rate.”

²³ Wells Direct at 28:5-9; NV Energy Response to Staff DR 126(A).

²⁴ NV Energy Supplemental Response to Staff DR 20 at 3 (“The LLESA rates are based on a set of resources, rather than a specific individual resource tied to a specific project.”); Berry Supplemental at 14:7-9 (“The concern with the LTER is that NV Energy has complete control over the selection of the Generating Facility, and thus the rate that the LL customer will pay”); Form LLESA § 5.5(a).

Energy attributes to LLESA customers;²⁵ it begins when the first PPA reaches commercial operation and is updated as each subsequent facility enters service.²⁶ The pipeline component depends on the same thermal resources discussed in relation to the CSGC. For PPA resources, the first Generating Facility does not reach commercial operation until December 2027.²⁷ Until that time, there is no LTER to recover. The timing of these resources is a reason for the Commission to open the XLL proceeding on an expedited schedule. However, if the XLL proceeding has not concluded by then, the Commission could direct NV Energy to record the incremental costs in a deferred balancing account for recovery from LLESA customers. That approach keeps those costs with LLESA customers while the rates and methodology are reviewed.

Q.14. What specific revisions to the CSGC and LTER provisions do you recommend?

A.14. My proposed revisions are as follows.

The Commission should strike the following Recitals:

WHEREAS, as of the Effective Date and pursuant to and in accordance with this Agreement, Customer shall be obligated to pay to NV Energy (as part of the ESA Overall Rate) the Customer Specific Generation Charge, which payment obligation precedes the dates on which such thermal generating facilities, and such transmission infrastructure projects, are anticipated to achieve commercial operation and to be placed in service; and

WHEREAS, the Customer Specific Generation Charge to be paid by Customer to NV Energy (as part of the Overall ESA Rate) is a non-refundable payment.

The Commission should add the following language to the definition of “Customer-Specific Generation Charge”:

The Customer-Specific Generation Charge shall be stayed during the Stay Period as provided in Section 5.2(d).

²⁵ Prepared Direct Testimony of Swetha Venkat on behalf of the Regulatory Operations Staff (Sept. 22, 2026) at 4:11-14.

²⁶ NV Energy Response to Staff DR 244.

²⁷ NV Energy Response to Staff DR 332, Attach. 02 (setting the first LTER charge in January 2028, the “first full month after the earliest resource COD (12/31/2027)”).

1 The Commission should add the following language to the definition of “Long-Term Energy
2 Rate”:

3 The fixed rate described in clause (a) of this definition shall be stayed during the Stay
4 Period as provided in Section 5.2(d).

5 The Commission should add a new Section 5.2(d) as follows:

6 Billing During Stay Period. Notwithstanding anything to the contrary in this Agreement,
7 during the period commencing on the PUCN Approval Date and ending on the effective
8 date of a final order of the PUCN, issued in a dedicated tariff proceeding, establishing a
9 cost-allocation methodology for extra-large load customers (the “Stay Period”), the ESA
10 Overall Rate shall be calculated and billed without the Customer-Specific Generation
11 Charge and without the fixed rate described in clause (a) of the definition of Long-Term
12 Energy Rate (collectively, the “Stayed Charges”). NV Energy shall continue to provide
13 electric service to the Project during the Stay Period. Following the Stay Period, the
14 Stayed Charges, as modified or superseded by such order, shall apply prospectively only,
15 except as the PUCN may order with respect to any amounts recorded in a deferred
16 account, and any allocation among applicable customers shall be made pursuant to the
17 methodology approved in such order.

18 These revisions are intentionally narrow. The stay reaches only the CSGC and the fixed-
19 rate component of the LTER. The stayed charges apply prospectively once the Commission’s
20 order in the XLL proceeding takes effect, while preserving the Commission’s option, discussed
21 above, to direct NV Energy to record incremental costs in a deferred account for recovery from
22 LLESA customers.

23 **Q.15. What provisions of the LLESA would remain, on an interim basis, until the**
24 **resolution of a dedicated tariff proceeding?**

25 A.15. Almost all of them. Fleet’s modifications are narrow. They reduce the security
26 requirement and stay the surcharges (CSGC and LTER). Every other core protection in NV
27 Energy’s Form LLESA would remain in effect until the Commission adopts a permanent XLL
28 framework. Those protections include minimum demand, minimum energy, administrative fees,
29 limits on early exit and the termination payment, limits on changes to Ramp Demand and
30 Maximum Demand, emergency curtailment, and no performance obligations for NV Energy.

1 Essentially, the modified LLESA provides risk-conscious GS-3/LGS-3 service while class-
2 specific terms and rates are resolved in a dedicated proceeding.

3 These provisions are sufficient to protect NV Energy and its other ratepayers in the
4 interim. Chiefly, there is significant revenue assurance under GS-3/LGS-3 service, there are
5 limits to early exit, there are pathways to resolve rate and cost shifting concerns, the termination
6 payment will protect against stranded costs,²⁸ and Fleet's proposed security of \$1.5 million per
7 MW of Maximum Demand would total more than \$5 billion across all LLESA customers and
8 would exceed NV Energy's incremental capital risk.²⁹ Moreover, all of these LLESA protections
9 sit on top of the protections already in customers' Rule 9 agreements.³⁰ As a result, staying the
10 CSGC and LTER while they are being properly vetted does not leave existing customers
11 exposed. It only puts the steps in the right order, so the charges are finalized before NV Energy
12 starts collecting them.

13 **III. THE COMMISSION SHOULD DECIDE SERVICE PRIORITY AND** 14 **PRIORITIZE LEGACY LOAD AND EXECUTED LLESA COMMITMENTS**

13 **Q.16. Your prior testimony did not address service priority. Why does Fleet now**
14 **ask the Commission to decide it?**

15 A.16. Because the record has made clear that the resources proposed in the Preferred
16 Plan in this IRP are not enough to serve every Rule 9 customer, and that someone must decide
17 who is served first. Staff explains that if NV Energy cannot deliver sufficient resources for all
18 large-load ramps, the next increment of service "must be sequenced amongst the affected
19 requests," and asks the Commission to expressly determine which load treatment governs and to
20 establish a queue.³¹ With Staff, NV Energy, EdgeCore, Novva, and Google each proposing

²⁸ Wells Direct at 22:1-8.

²⁹ Bartlett Direct at 71:14-72:2; *see supra* note 11.

³⁰ Bartlett Supplemental at 16:14-22.

³¹ Danise Supplemental Direct at 5:17-25.

1 different treatment for different groups of customers, priority is no longer a hypothetical
2 question. If the Commission does not decide it in this proceeding, it will be decided by default,
3 through NV Energy’s discretion or the order in which agreements happened to be negotiated.³²
4 Fleet’s recommendation is therefore that the Commission expressly set service priority in its
5 final order in this proceeding. This builds on my recommendation in Supplemental Testimony
6 that queue position be governed by objective, public, and nondiscriminatory criteria.

7 **Q.17. How should the Commission treat load that was already included in the 2024**
8 **IRP load forecast?**

9 A.17. As legacy load, and the Commission should apply that principle consistently. In
10 supplemental testimony, Staff reaffirmed that EdgeCore’s Phase 1 and 2 projects and Redwood’s
11 Phase 1 project are legacy projects that should be included in the Base Minus Load Forecast, and
12 asked the Commission to expressly determine their status rather than leave priority to the
13 sequence in which LLESAs were negotiated.³³ EdgeCore and Novva each responded that the
14 same principle applies to load already included in the forecast the Commission approved in the
15 2024 Joint IRP, and Novva asks the Commission to extend legacy treatment to all such load.³⁴
16 Fleet agrees, and Fleet’s load falls squarely within that principle. Fleet’s Rule 9 agreements were
17 executed under, and allocate capacity from, Reno Power NR I, LLC’s (“Tract’s”) Peru Shelf and
18 South Valley master planned community (“MPC”) agreements, whose load NV Energy
19 forecasted and the Commission approved in the 2024 Joint IRP.³⁵ Fleet’s load is therefore not a
20 new request for service; it is part of legacy load the Commission has already recognized.

³² *Id.* at 6:11-17.

³³ *Id.* at 6:7-17.

³⁴ Prepared Responsive Testimony of Therese Kerfoot on behalf of MECP 1 Reno 1, LLC (Oct. 2, 2026) at 1:18-2:4; Prepared Responsive 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 (Oct. 2, 2026) at 4:3-13, 5:7-10.

³⁵ Bartlett Supplemental at 8:8-12, 9:11-19; Fleet Response to Staff DR 117(E)-(F).

1 The Commission should define legacy load by an objective criterion—such as inclusion
2 in the 2024 Joint IRP forecast—rather than by customer, and treat Tract’s 2024 IRP load, and
3 therefore Fleet’s load, on the same basis as EdgeCore, Redwood, and Novva Reno. Staff’s
4 caution that adding legacy load may require resources beyond the Preferred Plan³⁶ is a reason to
5 decide priority now, not a reason to treat similarly situated legacy customers differently.

6 **Q.18. After legacy load, why should executed LLESA commitments come next in**
7 **any service queue?**

8 A.18. For four reasons. *First*, these customers did everything NV Energy required: they
9 executed and performed under their Rule 9 agreements; executed LLESAs (and in some cases,
10 short-term supply agreements) to show good-faith alignment with the principles of bearing their
11 associated costs and risks despite reservations about proper process; brought forward
12 constructive criticism in this proceeding on the appropriate terms of such agreements; and made
13 substantial investments in reliance on NV Energy’s service commitments.³⁷ *Second*, the executed
14 LLESAs already contain enforceable financial commitments that place the cost and risk of
15 serving that load on those customers.³⁸ *Third*, load beyond what the Preferred Plan supports must
16 be met through a future IRP or IRP amendment.³⁹ Until additional capacity is approved,
17 available capacity should go first to customers whose commitments are already in place. *Fourth*,
18 objective, sequential milestones such as execution of agreements and posting of required security
19 are the fairest and most administrable basis for queue position.⁴⁰

³⁶ Danise Supplemental Direct at 8:14-21.

³⁷ Bartlett Supplemental at 5:23-6:22, 7:5-9, 21:16-22:2.

³⁸ *Id.* at 16:14-22.

³⁹ NV Energy Response to Staff DR 159.

⁴⁰ Prepared Direct Testimony of Terry Page on behalf of Western Power Association (Sept. 22, 2026) at 22:19-23; Bartlett Supplemental at 21:3-4.

1 **Q.19. What does Google propose?**

2 A.19. Google proposes that all customers with HVD agreements signed before January
3 1, 2026 be allowed to sign an “Interim LLESA,” that their contract load be included in the
4 resource plan at 100% of contract capacity, and that NV Energy be required to add resources to
5 its Preferred Plan to serve that load.⁴¹

6 **Q.20. Is Google’s proposal workable in this IRP?**

7 A.20. No. While I am not an attorney, it is my understanding that Google’s proposal is
8 not procedurally possible in this proceeding because NV Energy has no resource plan for that
9 scenario. NV Energy has stated that if the pending LLESAs are reaffirmed and even one other
10 customer signs an LLESA, it would likely need to pursue an IRP amendment to acquire
11 additional supply-side resources, and that any load exceeding the loads that support the Preferred
12 Plan must be met through a future IRP or IRP amendment.⁴² NV Energy has likewise confirmed
13 that it has not modeled resource selection for expanded load scenarios.⁴³ Unfortunately, there is
14 no record on which the Commission could approve the additional resources Google’s proposal
15 would require.⁴⁴

16 **Q.21. What would happen if newly signed Interim LLESA load were simply added**
17 **to the forecast approved in this IRP, without establishing a service queue**
18 **that prioritizes legacy load and LLESA commitments?**

19 A.21. Without a resource plan to serve that increased load, adding additional “Interim
20 LLESA” load to the forecast approved in this IRP would dilute service to legacy load and
21 executed LLESA customers or result in imbalances between system capacity and load. The
22 resources in this IRP are finite; NV Energy acknowledges that new LLESA load could only be

⁴¹ Berry Supplemental at 4:6-21, 5:16-20.

⁴² NV Energy Response to Staff DR 159.

⁴³ NV Energy Response to Staff DR 133.

⁴⁴ See *supra* note 38.

1 served from capacity that existing LLESA customers do not use.⁴⁵ Adding new load without new
2 resources—and without a service queue—would merely spread the same resources across more
3 customers, undermining the commitments on which Fleet and other LLESA customers relied. As
4 Staff acknowledges, there is no perfect fix to address the inequities created by NV Energy’s
5 process in this proceeding.⁴⁶ Allowing customers who did not previously sign LLESA to “jump
6 the line” and dilute service to legacy load and existing LLESA customers is neither equitable nor
7 workable. Fleet’s affiliate, Tract, intends to submit testimony in Phase III of this proceeding
8 explaining NV Energy’s failure to appropriately plan and forecast for its large load customers, as
9 well as providing recommendations on load and resource planning in future IRPs or further IRP
10 amendments so that such gaps do not become a persistent issue that creates continued disruption.

IV. CONCLUSION

Q.22. Please summarize your additional recommendations for Phase II.

12 A.22. Fleet’s additional recommendations for Phase II are that the Commission should:
13 (1) approve the nine executed LLESA on an interim basis, subject to a reduction of the outlier
14 security requirement, a reasonable extension of the security posting deadline, flexibility to allow
15 a creditworthy tenant to provide the guaranty, and a stay of the CSGC and LTER surcharges; (2)
16 promptly open and schedule a dedicated proceeding to develop permanent class-based service
17 rates, in parallel with approval of the Preferred Plan in Phase III of this proceeding; (3) expressly
18 set service priority in its order, rather than leave it to NV Energy’s discretion; and (4) prioritize

⁴⁵ NV Energy Response to Staff DR 159.

⁴⁶ See Prepared Direct Testimony of Karen R. Olesky on behalf of the Regulatory Operations Staff at 14:11-19 (acknowledging that “the IRP does not present an ideal solution to having more demand than supply, and Staff’s recommendation is similarly not ideal,” but “this is the predicament we find ourselves in”); Prepared Supplemental Direct Testimony of Anne-Marie Preisach on behalf of the Regulatory Operations Staff (Oct. 2, 2026) at 8:21-26 (acknowledging that “with any ordering/ranking of the queue there will be customers who get service sooner than others”).

1 in that order both legacy load included in the Commission-approved 2024 Joint IRP forecast and
2 executed LLESA commitments.

3 **Q.23. Should your silence on any issue raised by other parties be construed as**
4 **agreement?**

5 A.23. No.

6 **Q.24. Does this conclude your rebuttal testimony?**

7 A.24. Yes.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this day served the foregoing Rebuttal Testimony of Dennis Bartlett on behalf of SV RNO Property Owner 1, LLC and PR RNO Property Owner 1, 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

Kim Chan

Document Clerk

Davis Wright Tremaine LLP

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

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

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

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

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

NV Energy Regulatory Dept
NV Energy
6100 Neil Rd
Reno, NV 89511
regulatory@nvenergy.com
aaron.schaar@nvenergy.com
jfedinee@nvenergy.com
roman.borisov@nvenergy.com
trevor.dillard@nvenergy.com

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

Holland & Hart LLP
Amanda Sanchez
Kristine Roach
Larura 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

Fleet Data Centers
Shalini Sharma
3200 Cherry Creek S Dr Ste 500
Denver, CO 80209
Shalini.sharma@fleetdatacenters.com

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

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

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
Virgina 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

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

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

Nevada Gold Mines LLC
Hillary 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

Resse 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

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
Robert Rigonan
3916 Nakoma Rd
Madison, WI 53711
dbender@earthjustice.org
rrigonan@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
Bosie, ID 83705
bheusinkveld@votesolar.org
c.mixson@kempjones.com

Walmart Inc

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

Tract Management Co

Molly Watters
3300 E 1st Ave Ste 600
Denver, CO 80206
molly.watters@tractcapital.com

Kirsten Stasio
Nevada Clean Energy Fund
1515 Plumas St
Reno, NV 89509
kirsten@nevadacef.org

Mohammad Sadollah
Mohammad Sadollah
6388 Lauren Ashton Ave
Las Vegas NV
Sadollah2002@yahoo.com

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

Mary House
CHR INC
4616 W Sahara Ave #436
Las Vegas, NV 89102
drmlhouse@chrinc.net

Will Drier
Electrification Coalition
1119 19th St NW Ste 406
Washington, DC 20036
wdrier@electrificationcoalition.org