26-05007

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

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November 18, 2026

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

Re: Docket No.: 26-05007 – Joint Application of Nevada Power Company d/b/a NV Energy and Sierra Pacific Power Company d/b/a NV Energy for approval of their 2027-2046 Triennial Integrated Resource Plan and 2027-2029 Energy Supply Plan.

Dear Ms. Osborne:

Please find enclosed for filing, Amazon Data Services, Inc.'s Reply to Phase II Response Briefs.

If you have any questions, please feel free to contact me.

Very truly yours,

/s/ Lucas Foletta

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BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

Joint Application of Nevada Power Company d/b/a NV Energy and Sierra Pacific Power Company d/b/a NV Energy for approval of their 2027-2046 integrated resource plan, 2027-2029 Action Plan and 2027-2029 Energy Supply Plan.	Docket No. 26-05007

AMAZON DATA SERVICES, INC.'S REPLY TO PHASE II RESPONSE BRIEFS

Amazon Data Services, Inc. ("Amazon") replies to the responsive briefs of SV RNO Property Owner 1, LLC and PR RNO Property Owner 1, LLC ("Fleet"), the Regulatory Operations Staff ("Staff"), and the Bureau of Consumer Protection ("BCP"). Amazon has done what the Commission and NV Energy asked of large-load customers: it executed the LLESA, accepted significant financial obligations, and brought forward 700 MW of new, dedicated carbon-free resources at its own expense. Fleet's proposal, raised for the first time in its post-hearing brief, to defer those resources and cost responsibility to an extra-large load ("XLL") tariff proceeding running through December 2027 would stall resource development and jeopardize that investment. A Rule 9 line extension agreement is not a service agreement, and BCP's untimely "ready-date" queue is unworkable and unsupported by substantial evidence.

I. FLEET'S PROPOSAL TO DEFER EVERYTHING TO AN XLL TARIFF PROCEEDING IS UNTIMELY, UNWORKABLE, AND UNNECESSARY

Fleet's proposal, raised for the first time in its post-hearing brief, is untimely and unsupported by any testimony. Fleet would send Hot Pot Energy Center ("Hot Pot"), Iron Point Energy Center ("Iron Point"), and the North Nevada Geothermal Portfolio PPA ("NNGP") to a customer-supplied capacity "track" of an XLL proceeding that Fleet does not expect to conclude until December 2027.[1] That is not a path to timely service; it is a path to losing the resources.

[1] Fleet Phase II Responsive Br. at 5:13-15, 10:14-17.

Staff explained that denying the sleeved PPAs now "could cause those resources to: 1) not be constructed altogether, 2) to be constructed but sold to different off-takers . . . , or 3) . . . constructed years in the future,"[2] and recommends approving them now, with costs recoverable only from Amazon.[3] NV Energy agrees.[4] Amazon brought these resources forward after they failed in the 2024 RFP, holds the exclusive right to them, and bears 100 percent of their cost[5] and, for Hot Pot and Iron Point, Amazon bears curtailment risk of production shortfalls. Other parties likewise recognize that customer-supplied resources reduce cost-shift risk.[6]

Amazon's reliance is substantial. Amazon has operated in Nevada since 1999, employs more than 17,000 people in the State, and has contributed over $15 billion to the Nevada economy.[7] NV Energy communicated as early as May 2025 that executing an LLESA was a condition of including Amazon's load in the 2026 IRP forecast.[8] Amazon complied, accepting significant financial obligations in reliance on the requirements then in effect.

Fleet's own witness testified that a customer that brings its own generation "reduces the system procurement burden and the risk to other customers, and it is reasonable for such a customer to receive differentiated treatment."[9] Fleet's caveats—that queue advancement without standardized rules invites "pay-to-play," and that CIAC should not fund shared resources—do not apply: the resources are dedicated to Amazon under the approved LCMPE tariff, Amazon alone pays for them, and the arrangement supplements bundled service. The Commission has already approved sleeved LCMPE resources for Callisto in Docket No. 24-06014.

Fleet also "does not oppose Commission review of an already-negotiated resource agreement on its own merits."[10] That is exactly what Amazon seeks. The PPAs have been examined in this docket, and no party opposed their approval in testimony. Generic rules can

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[2] Ex. Bieber Phase II Rebuttal-1 at 2–3 (Staff Resp. to Amazon DR 09).
[3] Olesky Rebuttal Testimony at Q&A 9.
[4] NV Energy Reply Br. at 6:3-4.
[5] Amazon Phase II Closing Br. at 7:16–20 (citing Vol. 8 at 93–94; Supply Side Narrative at 89–90).
[6] *See* Google Phase II Opening Br. at 5:10-5–18; Tr. Vol. III at 209:15–210:2.
[7] Bieber Phase II Direct at 2:10-12; Amazon Phase II Closing Br. at 9.
[8] Clark Direct, Attachment GC-16 at 4 (Amazon Resp. to Staff DR 124).
[9] See Bartlett Supplemental at Q&A 26.
[10] Fleet Phase II Responsive Br. at 6:15-17.

follow. As Fleet itself warned, an extended process would operate "in practical effect, as a moratorium on service to committed large-load customers."[11]

Delay also creates concrete contractual risk: the Hot Pot and Iron Point PPAs terminate if the Commission has not approved the LLESA by the one-year anniversary of its approval of the PPAs.[12] Fleet's December 2027 timeline would pass that deadline. The consequences reach well beyond Amazon: construction of Hot Pot and Iron Point will employ approximately 1,060 workers, roughly 800 locally, and the three projects will produce a net economic impact to Nevada of more than $497 million, including new property tax revenue in four rural counties.[13] Those benefits, and the data center investment the resources are designed to serve, depend on and deserve timely approval.

Delay would also jeopardize NV Energy's system commitments. NV Energy has stated that a separate proceeding of indeterminate length means it "would not be able to preserve [its] ability to meet the in-service dates," and Staff does not dispute that NV Energy has already made financial commitments to suppliers to hold those dates.[14] As Fleet's witness explained, uncertainty about power "cascades through" the leases, financing, and construction contracts on which a data center campus rests,[15] and customers lacking confidence in power availability "may locate future investment in other markets." Data centers that relocate will take with them "the associated tax revenue, employment, and follow-on investment in suppliers and services," with each direct data center job supporting "approximately 4.5 additional jobs elsewhere in the economy."[16] Nevada's policy is that large-load customers should bring their own solutions; Amazon has done so, and procedural delay should not put those benefits at risk.[17]

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[11] Bartlett Supplemental at Q&A 18.
[12] Spitzer Phase III Rebuttal at Q&A 9; Olesky Phase III Direct at Q&A 23-24.
[13] Ex. 112 at 2 (Hot Pot: approximately 585 construction positions, 440 sourced locally; net economic impact of more than $139.8 million); Ex. 113 at 2 (Iron Point: approximately 475 construction positions, 360 sourced locally; net economic impact of more than $152.8 million); Ex. 117 at 2-3 (NNGP: approximately 768 construction positions, 550 sourced locally; net economic impact of more than $204.8 million; increased property tax in Humboldt, Pershing, Lander, and Esmeralda Counties).
[14] Ex. Bieber Phase II Response-1 at 27–28 (Response to Staff 336); Danise Supplemental Direct at 4–5 & n.4.
[15] Bartlett Supplemental Testimony at 13–14; *see* Amazon Phase II Closing Br. at 5–6.
[16] Gorman Phase III Direct at Q&A 29 (Tract).
[17] Danise Phase II Direct, Attach. AED-8 at 2 (Gov. Joe Lombardo, Nevada Is Proving Data Centers Can Be Done Right, Reno Gazette Journal (June 18, 2026)) ("If a company wants to build here, it needs to bring its own solutions.").

Fleet's timing is also unworkable. Fleet calls a ninety-day follow-on docket "too short."[18] But the parties have litigated these issues for months through four rounds of testimony, a hearing, and three rounds of briefing, and the form LLESA has been "vetted and reviewed extensively and publicly."[19] Staff therefore testified that a three-month follow-on docket could work.[20] Starting over on a year-or-longer schedule would impose the documented costs of delay.[21]

Finally, Fleet inaccurately contends that no costs shift before January 2028 because thermal generation costs will not enter rate base until the next general rate case.[22] That confuses when costs appear in rates with when the commitments creating them are made; as NV Energy explains, "the Companies have already invested."[23] The record identifies roughly $23 billion of PPA obligations and $5 billion of thermal generation tied to LLESA load.[24] Without resource approvals and a defined cost-responsibility framework now, NV Energy may not continue developing the projects, leaving committed customers in limbo just as procurement decisions must be made.

II. A RULE 9 AGREEMENT IS NOT A SERVICE AGREEMENT

Staff asks the Commission to find that Rule 9 Agreements "qualify as service contracts" that "obligate NV Energy to plan for and provide electric service."[25] They do not. A Rule 9 agreement governs the design, construction, and cost allocation of line extension facilities; it is not the contract for electric service,[26] and its "Total Costs" exclude generation.[27] Staff's witnesses agree that "Rule 9 is limited to the qualifying upstream substation, high-voltage distribution, and distribution facilities,"[28] and that Special Condition No. 10 lets NV Energy require a separate service agreement[29]—which would be unnecessary if the Rule 9 agreement were one already.

[18] Fleet Phase II Responsive Br. at 3:20 – 4:5.
[19] NV Energy Reply Br. at 3:7–8.
[20] Hrg. Tr. Vol. III at 110:5–24; 132:10–24; *see* Amazon Phase II Closing Br. at 6:10–20.
[21] *See, e.g.,* Ex. Bieber Phase II Response-1 at 27–28 (NV Energy Resp. to Staff DR 336); Danise Supplemental Direct at 4–5 & n.4; Amazon Phase II Closing Br. at 5:15-6:15.
[22] Fleet Phase II Responsive Br. at 4:6-15.
[23] NV Energy Reply Br. at 4:18-19.
[24] Hrg. Tr. Vol. IV at 188:19-24, 192:1-10 (attached to Tract's Opening Legal Brief as Exhibit A).
[25] Staff Responsive Br. at 4:8-10.
[26] Bieber Response Testimony at 28:20–29:4.
[27] *See* Danise Direct, Q&As 6, 26; Page Direct, Q/A.15; Elicegui Rebuttal at Q&A 7; see also NV Energy Phase II Opening Br. at 3:5-9 & n.7.
[28] Danise Direct Q&A 26.
[29] Danise Direct Q&A 44.

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Rule 10(A)(2) addresses the line extension commitment, not energy supply. Staff's reading would mean that agreements which parties may terminate on 30 days' notice and that were never approved under Rule 10 somehow entitle applicants to service for loads collectively exceeding Sierra's total peak load.[30]

Nor does historical practice help Staff:[31] serving smaller loads without a separate agreement reflects service under the applicable rate schedules, not a Rule 9 energy entitlement. Staff's reading would bypass the minimum billing, security, and termination protections all parties agree are needed.

III. BCP'S "READY-DATE" QUEUE PROPOSAL SHOULD BE REJECTED

First, BCP's responsive brief introduces, for the first time, a detailed, nine-element "ready-date" queue.[32] Amazon objects. No BCP witness sponsored it or was subject to discovery or cross-examination on it. Briefs are argument, not evidence, and Commission findings must rest on substantial evidence in the record.[33] A new proposal cannot be raised in a responsive brief.

Second, even if it were considered, the proposal fails on the merits. Capacity would be split pro rata among "ready" customers and reallocated with each IRP, giving no customer the certainty needed to finance a project, while customers would owe minimum bills and collateral from declared ramp dates "regardless of whether the load materializes."[34] BCP gives no weight to customers that, like Amazon, posted security and brought forward 700 MW of dedicated resources, and it ignores the difference between self-supplied and system-supplied load, even though BCP's witness "absolutely do[es] not have a problem" with a bring-your-own-power path.[35] Load served by a customer's own dedicated resources draws nothing from the shared pool. The record supports a measured alternative: priority for LLESA signatories and for the capability dedicated resources provide, with a limited exception for comparably diligent customers.

[30] NV Energy Reply Br. at 10:11-20.
[31] *See* Staff Responsive Br. at 6:14-23; NV Energy Phase II Opening Br. at 8:1–9.
[32] BCP Phase II Responsive Legal Br. at 2:7–4:7.
[33] NRS 703.373(11); *Sw. Gas Corp. v. PUC*, 138 Nev. 37, 49, 504 P.3d 503, 514 (2022).
[34] BCP Phase II Responsive Legal Br. at 3:11–28, 4:1–4.
[35] Tr. Vol. III at 209:14–210:2 (Morton) ("I absolutely do not have a problem with [bring your own power]").

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DATED this 18 November 2026.

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned certifies under penalty of perjury under the laws of the State of Nevada that, on the date given below, she caused to be served a copy of the foregoing document upon the following person(s) via electronic mail.

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