

Agenda 19-26; Item No. 2F Draft Order for discussion at agenda

**THIS ORDER IS NOT A FINAL ORDER AND MAY BE SUBSTANTIALLY REVISED
PRIOR TO ENTRY OF A FINAL ORDER BY THE PUBLIC UTILITIES COMMISSION
OF NEVADA**

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 Joint Natural) Docket No. 26-02034
Disaster Protection Plan for the period 2027-2029.)
_____)

At a general session of the Public Utilities
Commission of Nevada, held at its offices
on October 14, 2026.

PRESENT: Chair Hayley Williamson
Commissioner Tammy Cordova
Commissioner Randy J. Brown
Assistant Commission Secretary Trisha Osborne

[PROPOSED] ORDER

The Public Utilities Commission of Nevada ("Commission") makes the following
findings of fact and conclusions of law:

I. INTRODUCTION

On March 2, 2026, Nevada Power Company d/b/a NV Energy ("NPC") and Sierra Pacific Power Company d/b/a NV Energy ("SPPC") (together, "NV Energy") filed with the Commission a joint application, designated as Docket No. 26-02034, for approval of their Joint Natural Disaster Protection Plan ("NDPP") for the period 2027-2029.

On September 2, 2026, NV Energy, the Regulatory Operations Staff of the Commission ("Staff"), the Nevada Bureau of Consumer Protection ("BCP"), Boyd Gaming Corporation ("Boyd"), Station Casinos, LLC ("Station"), and Venetian Las Vegas Gaming, LLC (together with Boyd and Station, "Southern Nevada Gaming Group," or "SNGG"), Nevada Gold Mines ("NGM"), Nevada Resort Association ("NRA"), MGM Resort International ("MGM"), Caesars Enterprise Services, LLC ("Caesars"), Wynn Las Vegas, LLC ("Wynn"), and Switch, Ltd. ("Switch") (collectively, the "Signatories") filed a stipulated agreement (the "stipulation") resolving all issues in this docket. Northern Nevada Industrial Electric Users ("NNIEU") took no position on the stipulation.

//

II. SUMMARY

The Commission accepts the stipulation, attached as Attachment A, and grants NV Energy's joint application in this docket as modified by the stipulation. The approved NDPP budget for the 2027-2029 plan period is \$367,030,090, as reflected in the updated budget tables that NV Energy filed as Exhibit 104, which are attached as Attachment B.

III. PROCEDURAL HISTORY

- On March 2, 2026, NV Energy filed the joint application.
- NV Energy filed the joint application pursuant to the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC") Chapters 703 and 704, including, but not limited to, NRS 704.7983, Docket No. 19-06009, and Legislative Counsel Bureau ("LCB") File No. R181-24. Pursuant to NAC 703.527 – 703.5282, NV Energy requests confidential treatment of certain information submitted under seal with the joint application.
- Staff participates as a matter of right pursuant to NRS 703.301.
- On March 5, 2026, the Commission issued a notice of joint application and notice of prehearing conference.
- On March 18, 2026, BCP filed a Notice of Intent to Intervene pursuant to Chapter 228 of the NRS.
- On April 8, 2026, each of the following filed a petition for leave to intervene ("PLTI"): SNGG, Wynn, NNIEU, NGM, NRA, MGM, Caesars, and Switch.
- On April 14, 2026, the presiding officer held a prehearing conference. NV Energy, Staff, BCP, NNIEU, Wynn, SNGG, NRA, NGM, MGM, Caesars, and Switch all made appearances. A procedural schedule was agreed to, along with a discussion regarding discovery procedures and PLTIs.
- On April 17, 2026, the presiding officer issued Procedural Order No. 1, a notice of hearing, and a PLTI order. The PLTI order granted all PLTIs filed.
- On May 14, 2026, the presiding officer issued an amended Procedural Order No. 1 and an amended notice of hearing, which moved the hearing date to September 9, 2026, through September 11, 2026.
- On July 28, 2026, the presiding officer held a prehearing conference. NV Energy, Staff, BCP, NNIEU, Wynn, SNGG, NRA, NGM, MGM, Caesars, and Switch all made appearances. The parties confirmed that they would be moving forward with the filing of testimony.

- On August 5, 2026, Staff and BCP each filed direct testimony. On that same day, SNGG, NGM, MGM, NRA, and Caesars (together, “LCC”) collectively filed direct testimony.
- On August 6, 2026, BCP filed amended testimony.
- On August 7, 2026, BCP filed an errata to its testimony.
- On August 12, 2026, the presiding officer issued Procedural Order No. 2, containing hearing procedures.
- On August 19, 2026, NV Energy filed rebuttal testimony.
- On August 21, 2026, the presiding officer issued Procedural Order No. 3, seeking supplemental testimony regarding expenditures on pre-existing and proposed capital projects.
- On August 24, 2026, LCC filed a motion for a witness to appear remotely.
- On September 1, 2026, NV Energy filed supplemental testimony in the form of a cover letter and an executable spreadsheet.
- On September 2, 2026, NV Energy, Staff, BCP, LCC, Switch, and Wynn (collectively, the “Signatories”) filed a stipulation resolving all issues. NNIEU did not sign the stipulation but did not oppose the stipulation.
- On September 9, 2026, the presiding officer held a hearing in this matter. The Signatories and NNIEU made appearances. NV Energy presented the stipulation.
- On September 14, 2026, NV Energy filed Exhibit 104, containing updated budget tables pursuant to the stipulation.

IV. STIPULATION

Signatories’ Position

1. In its joint application, NV Energy requested a total triennial budget of \$410,945,615. (Ex. 100, Vol. 1, at 14.) The Signatories now recommend a triennial budget of \$367,030,090 for plan period 2027-2029, a reduction of approximately \$44,000,000 from NV Energy’s initial triennial budget request. (Ex. 104 at 1.) While operations, maintenance, administrative and general (“OMAG”) expenses remain unchanged by the stipulation, the stipulation contains reductions to the capital expenditures in the triennial budget. (Ex. 104 at 1.)

NV Energy initially requested a triennial total of \$81,641,463 in capital expenditures for NPC's service territory and also requested a triennial total of \$129,578,925 in capital expenditures for SPPC's service territory. (Ex. 100, Vol. 1, at 14.) Pursuant to the stipulation, the Signatories now agree to a triennial total of \$44,964,886 in capital expenditures for NPC's service territory, and a triennial total of \$122,339,977 for SPPC's service territory, a reduction of approximately \$36,600,000 and approximately \$7,200,000 in each respective service territory. (Ex. 104 at 1.)

The agreed-upon budget is broken down as follows:

Capital & OMAG Total	2027-2029 Budget	2027 Forecast	2028 Forecast	2029 Forecast
NPC				
Capital	\$44,964,886	\$17,897,023	\$18,350,169	\$8,717,694
OMAG	\$25,954,226	\$8,624,859	\$8,167,217	\$9,162,151
Subtotal	\$70,919,112	\$26,521,882	\$26,517,386	\$17,879,845
SPPC				
Capital	\$122,339,977	\$45,175,074	\$38,938,820	\$38,226,083
OMAG	\$173,771,001	\$55,698,724	\$58,734,619	\$59,337,658
Subtotal	\$296,110,978	\$100,873,798	\$97,673,439	\$97,563,741
Total NDPP	\$367,030,090	\$127,395,680	\$124,190,825	\$115,443,585

(Id.)

2. The Signatories agree to a triennial budget for OMAG expenses of \$199,725,227, which was the amount initially requested by NV Energy in its joint application and is unchanged by the stipulation, and for reference is broken down as follows:

OMAG	2027-2029 Budget	2027 Forecast	2028 Forecast	2029 Forecast
NPC				
Inspections and Corrections	\$2,269,505	\$462,217	\$544,342	\$1,262,947
Operational Practices	\$3,914,705	\$1,008,772	\$1,204,496	\$1,701,437
Risk Based Approach	\$293,936	\$95,121	\$97,949	\$100,865
Situational Awareness	\$2,833,955	\$840,749	\$933,054	\$1,060,151
System Hardening	\$928,125	\$300,000	\$309,375	\$318,750
Vegetation Management	\$15,714,000	\$5,918,000	\$5,078,000	\$4,718,000
NPC Total	\$25,954,226	\$8,624,859	\$8,167,217	\$9,162,151

SPPC				
Inspections and Corrections	\$16,403,989	\$4,388,753	\$6,381,314	\$5,633,922
Operational Practices	\$6,453,831	\$2,034,316	\$2,181,598	\$2,237,917
Risk Based Approach	\$3,713,071	\$1,201,597	\$1,237,321	\$1,274,153
Situational Awareness	\$24,524,855	\$7,665,860	\$8,127,588	\$8,731,407
System Hardening	\$18,808,654	\$6,235,998	\$6,184,598	\$6,388,058
Vegetation Management	\$103,866,600	\$34,172,200	\$34,622,200	\$35,072,200
SPPC Total	\$173,771,001	\$55,698,724	\$58,734,619	\$59,337,658
Grand Total	\$199,725,227	\$64,323,583	\$66,901,836	\$68,499,808

(Ex. 100 at 136.)

3. The Signatories also agree to a triennial budget for capital expenses of \$167,304,863, broken down as follows:

Capital	2027-2029 Updated Total Budget	2027 Updated Forecast	2028 Updated Forecast	2029 Updated Forecast
NPC				
Distribution Automation	\$321,157	\$30,261	\$133,965	\$156,931
Risk Based Approach	\$0	\$0	\$0	\$0
Situational Awareness	\$873,414	\$276,662	\$291,099	\$305,653
System Hardening	\$43,770,315	\$17,590,100	\$17,925,105	\$8,255,110
NPC Total	\$44,964,886	\$17,897,023	\$18,350,169	\$8,717,694
SPPC				
Distribution Automation	\$6,225,190	\$905,565	\$2,496,508	\$2,823,117
Risk Based Approach	\$1,100,000	\$1,100,000	\$0	\$0
Situational Awareness	\$3,334,334	\$1,057,437	\$1,110,106	\$1,166,791
System Hardening	\$111,680,453	\$42,112,072	\$35,332,206	\$34,236,175
SPPC Total	\$122,339,977	\$45,175,074	\$38,938,820	\$38,226,083
Grand Total	\$167,304,863	\$63,072,097	\$57,288,989	\$46,943,777

Capital	Sum of 2027-2029 Updated Total Budget	Sum of 2027 Updated Forecast	Sum of 2028 Updated Forecast	Sum of 2029 Updated Forecast
Distribution Automation				
Distribution Automation	\$321,157	\$30,261	\$133,965	\$158,931
Distribution Automation Total	\$321,157	\$30,261	\$133,965	\$158,931
Risk Based Approach				
Gridware	\$0	\$0	\$0	\$0

Risk Based Approach Total	\$0	\$0	\$0	\$0
Situational Awareness				
Weather Station	\$148,956	\$47,250	\$49,613	\$52,093
Wildfire Cameras	\$724,458	\$229,412	\$241,486	\$253,560
Situational Awareness Total	\$873,414	\$276,662	\$291,099	\$305,653
System Hardening				
Copper Wire Replacement	\$6,305,315	\$2,000,100	\$2,100,105	\$2,205,110
Grid Ruggedization – Critical Crossings	\$6,590,000	\$2,090,000	\$2,200,000	\$2,300,000
Grid Ruggedization – Pole Stoppers	\$7,875,000	\$2,500,000	\$2,625,000	\$2,750,000
Line Rebuilds – Mt. Charleston	\$23,000,000	\$11,000,000	\$11,000,000	\$1,000,000
System Hardening Total	\$43,770,315	\$17,590,100	\$17,925,105	\$8,255,110
NPC Total	\$44,964,886	\$17,897,023	\$18,350,169	\$8,717,694
SPPC				
Distribution Automation				
Distribution Automation	\$6,225,190	\$905,565	\$2,496,508	\$2,823,117
Distribution Automation Total	\$6,225,190	\$905,565	\$2,496,508	\$2,823,117
Risk Based Approach				
Gridware	\$1,100,000	\$1,100,000	\$0	\$0
Risk Based Approach Total	\$1,100,000	\$1,100,000	\$0	\$0
Situational Awareness				
Weather Station	\$1,397,500	\$443,000	\$465,500	\$489,000
Wildfire Cameras	\$1,936,834	\$614,437	\$644,606	\$677,791
Situational Awareness Total	\$3,334,334	\$1,057,437	\$1,110,106	\$1,166,791
System Hardening				
Copper Wire Replacement	\$5,090,850	\$401,530	\$2,120,620	\$2,568,700
Line Rebuilds – Curry 1280	\$2,677,600	\$1,128,400	\$168,000	\$1,381,200
Line Rebuilds – Incline 4100	\$4,685,100	\$2,101,000	\$1,249,700	\$1,334,400
Line Rebuilds – Muller 1295	\$4,803,600	\$1,480,160	\$1,239,980	\$2,083,460
Line Rebuilds – North East District	\$3,375,000	\$1,125,000	\$1,125,000	\$1,125,000
Non-Expulsion Fuses	\$17,600,000	\$6,300,000	\$5,650,000	\$5,650,000
Substation Hardening – Barrier Walls	\$1,250,288	\$1,250,288	\$0	\$0
Substation Hardening – Glenbrook Substation	\$4,677,304	\$1,294,783	\$1,133,581	\$2,248,940

Substation Hardening - Interior	\$2,804,845	\$2,688,238	\$116,607	\$0
Tree Attachments	\$6,960,000	\$2,250,000	\$2,320,000	\$2,390,000
Undergrounding – Cost Share Zephyr Cove	\$3,612,804	\$0	\$3,602,974	\$9,830
Undergrounding – Cost Share Glenbrook	\$100,000	\$100,000	\$0	\$0
Undergrounding – Cost Share TTD Bike Path	\$8,808,567	\$2,759,810	\$2,935,298	\$3,113,459
Undergrounding – Sierra Phase 1	\$7,445,000	\$6,695,000	\$750,000	\$0
Undergrounding – Sierra Phase 2	\$10,977,353	\$8,079,937	\$2,897,416	\$0
Undergrounding – Sierra Phase 3	\$26,812,142	\$4,457,926	\$10,023,030	\$12,331,186
System Hardening Total	\$111,680,453	\$42,112,072	\$35,332,206	\$34,236,175
SPPC Total	\$122,339,977	\$45,175,074	\$38,938,820	\$38,226,083
Grand Total	\$167,304,863	\$63,072,097	\$57,288,989	\$46,943,777

(Ex. 104 at 2.)

4. The Signatories recommend that the Commission find that NV Energy's Natural Disaster Risk Analysis ("Analysis") was provided for informational purposes only, as NV Energy is not seeking Commission approval of any new programs or expenditures associated with the Analysis. (Ex. 101 at 3.) The Signatories agree that NV Energy will file an updated analysis in the next triennial NDPR that justifies any expansion of the non-wildfire risk profiles in its service territories. (*Id.*) The Signatories agree that the justification for these risk profiles should be equivalent in rigor to the wildfire risk analysis and include, without limitation, the underlying methodology, quantitative thresholds, modeling parameters, and/or evaluation criteria to substantiate any proposed changes to non-wildfire risk profiles. (*Id.*)

5. The Signatories agree that the Commission should approve NV Energy's request for tree attachment removals subject to the following conditions:

- i. NV Energy may shut off service to a customer until the tree attachment removal is completed for the customers who do not allow NV Energy to remove tree attachments in the NDPP wildfire risk tiers, and which NV Energy is unable to or barred from installing enhanced risk mitigation measures, within 60 days of NV Energy's final communication to reach a customer resolution. (*Id.*) The Signatories agree that Tariff Rule 6 "Discontinuance, Termination, Restoration, and Refusal of Service" Section (B) Termination of Service by Utility, subsection 2.a.1.a, should be understood to cover hazardous conditions that could contribute to wildfire risk, specifically persistence of unmitigated tree attachments in wildfire risk areas. (*Id.* at 3-4.)
- ii. The Signatories agree that as a compliance item, NV Energy will provide a project execution plan within six months of the Commission's order that includes the scope, budget, and tentative schedule to remove all tree wire attachments and deploy or conduct additional enhanced risk mitigation measures as discussed in the stipulation within its NDPP wildfire risk tiers. (*Id.* at 4.) The Signatories agree that NV Energy shall incorporate the project execution plan into its next triennial NDPP filing and/or amendment. (*Id.*)
- iii. The Signatories agree that NV Energy shall deploy enhanced risk mitigation measures, including but not limited to insulating and protective line covers and service connection covers, on the tree wire attachments within the NDPP wildfire tier areas to mitigate the risk of vegetation

contact or spark near the tree in the project execution plan with installation occurring in 2027 and 2028 and will include the costs of deployment within their tree wire attachment removal budget in the instant docket.

(*Id.*) The Signatories agree that NV Energy shall track the locations of these covers and include the inspection of them on patrol and inspection cycles to ensure the mitigation is effective, and NV Energy will provide an update on the progress of this enhanced mitigation until all identified wire tree attachments are addressed. (*Id.*) The Signatories agree that NV Energy shall continue to pursue removal of tree attachments as a permanent solution to this risk and conduct additional enhanced risk mitigation measures, such as out of cycle patrols, inspections, and vegetation management it deems necessary until the permanent solution is executed. (*Id.*)

6. The Signatories agree that NV Energy's request for Gridware installation should be approved, subject to the following conditions:

- i. The Signatories agree that NV Energy shall implement the Gridware pilot for a not-to-exceed budget of \$1,100,000 for 300 Gridscopes targeting only NDPP risk-tier line miles. (*Id.*) The Signatories agree that NV Energy shall, before it seeks Commission approval to expand the Gridware program under the NDPP, provide evidence and support to justify the additional investment and file the evidence with its request to expand the program, if NV Energy chooses to pursue the program under a future plan filing. (*Id.* at 4-5.)

- ii. The Signatories agree that NV Energy shall recover the Gridware technology implementation costs in the service territory where the technology was deployed, for example, any unit deployed in the SPPC service territory will be charged exclusively to the SPPC territory, and vice versa. (*Id.* at 5.)

7. The Signatories agree that the Commission should modify the Mt. Charleston Rebuild approval request with the following conditions:

- i. The Signatories agree that NV Energy shall be allowed to record and seek recovery of no more than \$1,500,000 as part of the NDPP regulatory asset, which are the expected Mt. Charleston Rebuild Phase 1 costs for engineering and design through the end of 2027, as approved in Docket No. 24-12016. (*Id.*)
- ii. The Signatories agree that NV Energy shall re-bid construction and material procurement for the Mt. Charleston microgrid to an expanded bidders list and seek Commission approval of the rebid project in a future filing. (*Id.*) Staff agrees that the rebid itself is not a basis to challenge the prudence of costs recorded pursuant to Section 4.i. (*Id.*) The Signatories agree that the NDPP regulatory asset amount for the Mt. Charleston Rebuild Phase 1 shall not exceed \$1,500,000. (*Id.*)
- iii. The Signatories agree that nothing in the stipulation precludes Staff or any other party from challenging the prudence of the costs for the Mt. Charleston Rebuild in the future. (*Id.*)

- iv. The Signatories agree that NV Energy shall provide an update on the tariff refunds for the Mt. Charleston Rebuild and other applicable NDPP projects included in this docket in future NDPP cost recovery filings, until final resolution is reached on the tariff refunds. (*Id.*)

8. The Signatories agree and recommend that the Commission open an investigatory docket to assess and implement a circuit patrols, inspections, and corrections program for non-NDPP heightened fire risk tiers. (*Id.* at 6.) The Signatories agree that this investigatory docket should consider shifting some NDPP expenditures to operations and maintenance expenditures, the scope of any potential new non-NDPP program, opportunities for prioritization, and appropriate cost recovery mechanisms. (*Id.*)

9. The Signatories agree to modify NV Energy's updates to the wildfire risk areas and CloudFire's wildfire risk assessment as outlined below, and that NV Energy may seek Commission approval of the Tier 1 refresh withdrawn here in a future NDPP filing. (*Id.*)

- i. The Signatories agree that NV Energy shall withdraw the request to refresh its Tier 1 map for the NPC territory in the instant docket. (*Id.*)

- ii. The Signatories agree that NV Energy shall withdraw the request to refresh its Tier 1 map for the SPPC territory in Nevada for:

- a. The North and Northeast region around Elko and Battle Mountain;
- b. The Central area around Austin, Ely, and parallel to State Route 93; and

- c. The lines running near Black Rock Desert, Gerlach, Empire, and the Poito Valley. (*Id.*)

iii. The Signatories agree to accept the Tier 1 refresh for the Sierra territory in Nevada for:

- a. The Reno and Sparks area;
- b. The Carson Valley areas;
- c. The areas around Yerington, Smith Valley, Shurz, and along Walker Road;
- d. The Winnemucca, Red House Flat, Paradise Valley, Lovelock, and Blue Mountain areas; and,
- e. The areas on the California side of the border along Highway 395; and the segments on the Nevada side of the border along the same line.

(Id.)

iv. The Signatories agree to:

- a. Accept the Tier 2 Addition to the California Transmission Zone;
- b. Accept the Tier 1E promotion of the Arrowcreek and Steamboat Area in Reno, Nevada;
- c. Accept the Tier 1E promotion of the West Las Vegas, Nevada Area;
- d. Accept the Tier 1E promotion of the Washoe Valley, Nevada Area;
- e. Accept the Tier 1E promotion of the Austin, Nevada Area;
- f. Accept the Tier 1E promotion of the West and Southwest Reno, Nevada Areas;
- g. Accept the Tier 2 mapping correction near Elko, Nevada;
- h. Accept the Tier 1E mapping correction near Sun Valley, Nevada;

- i. Accept the Tier 1E mapping correction near Pyramid Lake, Nevada;
- j. Accept the Tier 1E mapping correction near Carson City, Nevada and Dayton, Nevada; and
- k. Accept the Tier 1E mapping correction near Winnemucca, Nevada.
(*Id.* at 6-7.)

10. The Signatories agree that NV Energy shall complete the actual backlog of 90 Tier 3 pole replacements by the end of year 2027 for the NPC and SPPC service territories. (*Id.* at 6-7.) The Signatories agree that NV Energy shall also complete an additional 130 of backlogged Tier 3 pole replacements that have been identified since filing the joint application by the end of year 2028 for its NPC and SPPC service territories. (*Id.*) The Signatories agree that, for the poles in Tier 3 that are marked for replacement located on federal or state lands, NV Energy will in good faith pursue replacement within the stated timeframes. (*Id.*) The Signatories agree that, to the extent that NV Energy is unable to perform the 90 Tier 3 pole replacements by end of year 2027, NV Energy shall file a written statement in its next annual status update explaining the reasons for each pole-replacement delay. (*Id.*) The Signatories agree that, to the extent that NV Energy is unable to perform the additional backlog of 130 Tier 3 pole replacements by the end of year 2028, NV Energy shall file a written statement in a subsequent annual status update or triennial NDPP filing, whichever comes first, explaining the reasons for each pole-replacement delay. (*Id.*)

11. The Signatories agree to modify NV Energy's blanket approval request for 30 cameras and 30 weather stations as follows:

- i. The Signatories agree that NV Energy may replace any damaged or inoperable cameras and/or weather stations and shall explain the reason for and location of each replacement in the annual status update. (*Id.*)
- ii. The Signatories agree that NV Energy shall only install new cameras and weather stations where NV Energy identifies gaps in camera or weather station coverage with the currently approved units. (*Id.* at 8.) The Signatories agree that the number of additional units in new locations shall not exceed 15 cameras and 15 weather stations between 2027 and 2029, and the total number of replaced and new units shall not exceed 30 cameras and 30 weather stations within the 2027-2029 period. (*Id.*) The Signatories agree that the prudence of these cameras and weather stations will be determined when NV Energy requests cost recovery in individual general rates cases. (*Id.*)
- iii. The Signatories agree that NV Energy has previously been ordered to pursue partnership with other entities that operate or have interest in cameras or weather stations to reduce the cost burden for customers. (*Id.*) The Signatories agree that NV Energy shall provide a written explanation of all efforts undertaken to this end in a given year in its annual status update. (*Id.*)

12. The Signatories agree that NV Energy filed the NDPP cost-benefit calculator (“Calculator”) and resulting Benefit-Cost Ratios (“BCRs”) to satisfy the requirements in LCB File No. R181-24, Section 7.3(b). (*Id.*) The Signatories agree that the Calculator and BCRs need substantial revisions to appropriately measure natural disaster risk, related risk reduction, and to

support program-element determination regarding cost-effectiveness within the NDPP under the regulations. (*Id.*) The Signatories agree that for purposes of this joint application and its corresponding 2027-2029 plan period only, these requirements should be deemed satisfied. (*Id.*) The Signatories agree that this provision shall have no precedential value and cannot be relied upon as authoritative or persuasive evidence that the Calculator and BCRs used in the joint application are or should be deemed sufficient for compliance showings in future NDPP filings. (*Id.*)

13. The Signatories agree that the legal and operational burden of providing a cost-benefit analysis that measures the reduction in the risk of natural disaster resulting from the implementation of NDPP program elements falls strictly on NV Energy, not on the Commission or any other party. (*Id.*)

14. The Signatories agree that NV Energy shall submit an updated quantitative cost-benefit framework that satisfies the requirements set forth in NRS 704.7983(2)(b) and Section 7.3(b) of LCB File No. R181-24 in its next NDPP triennial application or amendment. (*Id.* at 8-9.) The Signatories agree that this updated quantitative cost-benefit framework will comprehensively assess the cost-effectiveness of NDPP program elements, and NV Energy will explicitly demonstrate how they use the resulting cost-effectiveness metrics to prioritize NDPP program elements and allocate the proposed NDPP budget. (*Id.* at 9.) The Signatories agree that NV Energy will explicitly justify in writing any deviations where NDPP operations or expenditures diverge from the cost-effective, prioritized NDPP program elements established by this updated quantitative cost-benefit framework. (*Id.*)

15. The Signatories agree that once approved by the Commission, the accepted quantitative cost-benefit framework must also be updated with refreshed data in all subsequent annual NDPP progress report filings, triennial applications, and amendments. (*Id.*)

16. The Signatories agree that, should NV Energy fail to submit an updated quantitative cost-benefit framework pursuant to Section 9 of the stipulation, each NDPP program element within NV Energy's triennial application or amendment will presumptively be deemed to be not-cost-effective. (*Id.*) The Signatories agree that NV Energy may rebut this presumption on a program-element basis by providing clear, quantitative evidence of cost-effectiveness for each program element in its relevant filing. (*Id.*)

Commission Discussion and Findings

17. The Commission finds that the stipulation complies with the requirements of NAC 703.845 in that it settles only issues relating to the instant proceeding and does not seek relief the Commission is not otherwise empowered to grant. The stipulation is a consensus resolution of issues pursuant to the Signatories' negotiations and is a reasonable recommendation and resolution of the issues in this proceeding. Therefore, the Commission accepts the stipulation.

18. The Commission also accepts the Signatories' recommendation that the Commission open an investigatory docket to assess and implement a circuit patrols, inspections, and corrections program for non-NDPP heightened fire risk tiers, including consideration of the matters identified in Section 5 of the stipulation. The Signatories clarified at the hearing that the recommendation is for an open investigatory process focused on whether NDPP-type patrol, inspection, and correction practices should be applied to non-NDPP line miles, and that it would

not predetermine the scope of any new program. (Transcript 25, line 22 through page 27, line 19.) As a directive, the Assistant Commission Secretary shall open that docket.

19. The Commission finds that NV Energy's Natural Disaster Risk Analysis was provided for informational purposes only.

20. The Commission approves NV Energy's tree attachment removal request subject to the conditions in Section 2 of the stipulation, and finds that Tariff Rule 6, Section (B), subsection 2.a.1.a, covers hazardous conditions that could contribute to wildfire risk, including the persistence of unmitigated tree attachments in the NDPP wildfire risk tiers. The record establishes that the project execution plan and the enhanced risk mitigation measures required by Sections 2.ii and 2.iii of the stipulation will be carried out within the approved tree attachment removal budget of \$6,960,000 for 2027-2029, and that no increase in that budget is requested in this docket. (Tr. at 14-17; Ex. 104 at 2.)

21. The Commission finds that, for purposes of this joint application and the 2027-2029 plan period only, the requirements of NRS 704.7983(2)(b) and Section 7.3(b) of LCB File No. R181-24 are deemed satisfied by the cost-benefit calculator and Benefit-Cost Ratios filed in this docket. This finding has no precedential effect. Consistent with Section 10 of the stipulation, if NV Energy fails to submit the updated quantitative cost-benefit framework required by this order, each NDPP program element in its next triennial NDPP application or amendment will be presumed not cost-effective, subject to rebuttal on a program-element basis.

22. At the hearing, the Commission's Policy Advisor requested an updated Table 1 reflecting the NDPP budget as modified by the stipulation (Tr. at 13, lines 1-3). NV Energy stated that the stipulation changed the Gridware pilot and Mt. Charleston Rebuild budgets and offered to submit new tables as a late-filed exhibit (Tr. at 13, lines 6-9). The presiding officer

required NV Energy to circulate the tables to all parties before filing. (Tr. at 21, lines 7-9.) All Signatories agreed to admit the exhibit without further proceedings (Tr. at 22, line 10 through page 23, line 7). The exhibit, pre-marked as Exhibit 104, was admitted if filed within five business days, with one business day for objections. (Tr. at 30, line 17, through page 32, lines 15-17.) NV Energy filed Exhibit 104 on September 14, 2026, and there were no objections. The Commission confirms Exhibit 104 as part of the evidentiary record, approves the NDPP budgets in Exhibit 104 for 2027-2029, as modified by the stipulation, and attaches it as Attachment B.

23. All arguments of the Signatories raised in these proceedings not expressly addressed herein have been considered and either rejected or found to be non-essential for further discussion in this order. Any agreements and recommendations contained in the stipulation but not expressly addressed herein are either agreements by the Signatories regarding matters non-essential to the disposition of this Docket or are recommendations for specific findings that do not require delineation given the Commission's acceptance of the stipulation and corresponding approval of the joint application in Docket No. 26-02034.

Therefore, it is ordered.

1. The stipulation filed by Nevada Power Company d/b/a NV Energy and Sierra Pacific Power Company d/b/a NV Energy, the Regulatory Operations Staff of the Commission, the Nevada Bureau of Consumer Protection, Boyd Gaming Corporation, Station Casinos, LLC, and Venetian Las Vegas Gaming, LLC, Nevada Gold Mines, Nevada Resort Association, MGM Resort International, Caesars Enterprise Services, LLC, Wynn Las Vegas, LLC, and Switch, Ltd., attached as Attachment A, is accepted.

2. The joint application filed by Nevada Power Company d/b/a NV Energy and Sierra Pacific Power Company d/b/a NV Energy in Docket No. 26-02034, is granted, as

modified by the stipulation and by the updated budget tables filed as Exhibit 104 and attached to this order as Attachment B.

Compliances

3. Within 60 days of the issuance of the Commission's order, NV Energy shall file updated wildfire risk tier maps with the Commission that reflect the new wildfire risk tier areas, as delineated in the stipulation.

4. Within 60 days of the issuance of the Commission's order, NV Energy shall file updated versions of Table 1 (CloudFire Risk Assessment Summary – Nevada Power) and Table 2 (CloudFire Risk Assessment Summary – Sierra) (Ex. 100 at 56) that reflect the wildfire risk tier modifications adopted in the stipulation.

5. Within six months of the issuance of the Commission's order, NV Energy shall file a project execution plan that includes the scope, budget, and tentative schedule to remove all tree wire attachments and deploy or conduct additional enhanced risk mitigation measures as discussed in the stipulation within its NDPP wildfire risk tiers.

Directives

6. In its next triennial NDPP application, NV Energy shall file an updated risk analysis that justifies any expansion of the non-wildfire risk profiles in its service territories. Such an analysis shall include a justification for the risk profiles equivalent in rigor to the wildfire risk analysis and include, without limitation, the underlying methodology, quantitative thresholds, modeling parameters, and/or evaluation criteria to substantiate any proposed changes to non-wildfire risk profiles.

7. In its next triennial NDPP application or amendment, NV Energy shall incorporate the project execution plan filed pursuant to compliance paragraph 5, for Commission approval.

8. NV Energy shall complete the existing backlog of 90 Tier 3 pole replacements in the NPC and SPPC service territories by the end of 2027, and shall complete the additional backlog of 130 Tier 3 pole replacements identified since the filing of the joint application by the end of 2028.

9. In its next annual NDPP status update, to the extent that NV Energy is unable to perform the 90 Tier 3 pole replacements by end of year 2027, NV Energy shall file a written statement explaining the reasons for each pole-replacement delay.

10. In a subsequent annual NDPP status update or triennial NDPP filing, whichever comes first, to the extent that NV Energy is unable to perform the additional backlog of 130 Tier 3 pole replacements by end of year 2028, NV Energy shall file a written statement explaining the reasons for each pole-replacement delay.

11. In each annual NDPP status update, until all identified tree wire attachments have been addressed, NV Energy shall provide an update on the progress of the enhanced risk mitigation measures (including insulating and protective line covers and service connection covers) deployed on tree wire attachments in 2027 and 2028, including the location of the line or service connection cover, the estimated pre-installation cost, the cost of inspecting the line or service connection covers during patrols, the total amount spent, the total number of units required, the number of units deployed, and the percentage of completion.

12. In its next triennial NDPP application or amendment, NV Energy shall submit an updated quantitative cost-benefit framework that satisfies the requirements set forth in NRS

704.7983(2)(b) and Section 7.3(b) of LCB File No. R181-24. NV Energy shall explicitly demonstrate how it uses the resulting cost-effectiveness metrics to prioritize NDPP program elements and allocate the proposed NDPP budget.

13. Once the Commission has approved an updated quantitative cost-benefit framework, NV Energy shall update that framework with refreshed data in all subsequent annual NDPP progress reports, triennial NDPP applications, and amendments.

14. NV Energy shall re-bid construction and material procurement for the Mt. Charleston microgrid to an expanded bidders list and shall seek Commission approval of the re-bid project in a future filing. NV Energy shall be permitted to record and seek recovery of no more than \$1,500,000 as part of the NDPP regulatory asset for Phase 1 of the Mt. Charleston Rebuild.

15. In its future NDPP cost recovery filings, NV Energy shall provide an update on the tariff refunds for the Mt. Charleston Rebuild and the other applicable NDPP projects included in this docket, until final resolution is reached on the tariff refunds.

16. In any future triennial NDPP application or amendment in which NV Energy is seeking an expansion of the Gridware program, NV Energy shall seek Commission approval to expand the program under the NDPP by providing evidence and support to justify additional investment and file the evidence with their request to expand the program beyond the budget of \$1,100,000 for 300 Gridscopes. NV Energy shall recover Gridware technology implementation costs in the service territory where the technology was deployed.

17. In each annual NDPP status update, NV Energy shall submit a written explanation of its continued efforts to pursue partnerships with other entities that operate or have interest in cameras or weather stations to reduce the cost burden for customers.

18. In each annual NDPP status update, NV Energy shall explain the reason for, and the location of, each camera and weather station that it replaced during the preceding year. NV Energy shall not install any more than 15 new cameras and 15 new weather stations between 2027 and 2029, with the total number of replaced and new units not to exceed 30 cameras and 30 weather stations within the 2027-2029 period.

19. The Assistant Commission Secretary shall open an investigatory docket to consider shifting some NDPP expenditures to operations and maintenance expenditures, the scope of any potential new non-NDPP program, opportunities for prioritization, and appropriate cost recovery mechanisms.

By the Commission,

HAYLEY WILLIAMSON, Chair

TAMMY CORDOVA, Commissioner

RANDY J. BROWN,
Commissioner and Presiding Officer

Attest: TRISHA OSBORNE,
Assistant Commission Secretary

Dated: Carson City, Nevada

(SEAL)

ATTACHMENT A

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 Joint Natural Disaster
Protection Plan for the period 2027-2029.

Docket No. 26-02034

STIPULATION

Pursuant to Nevada Administrative Code (“NAC”) § 703.845, Nevada Power Company d/b/a NV Energy (“Nevada Power”) and Sierra Pacific Power Company d/b/a NV Energy (“Sierra” and together with Nevada Power, the “Companies”); the Regulatory Operations Staff (“Staff”) of the Public Utilities Commission of Nevada (“Commission”); the Bureau of Consumer Protection (“BCP”); Boyd Gaming Corporation (“Boyd”), Station Casinos, LLC (“Station”), and Venetian Las Vegas Gaming, LLC (“Venetian” and together with Boyd and Station, “Southern Nevada Gaming Group” or “SNGG”); Nevada Gold Mines (“NGM”); Wynn Las Vegas, LLC (“Wynn”); Switch, Ltd. (“Switch”); Caesars Enterprise Services, LLC (“Caesars”); MGM Resort International (“MGM”); and Nevada Resort Association (“NRA”) each individually a “Signatory” and together, the “Signatories,” enter into this Stipulation to resolve all issues in Docket No. 26-02034.¹

SUMMARY OF STIPULATION

The Signatories agree that this Stipulation provides a reasonable resolution of issues raised in Docket No. 26-02034 and that the Stipulation is in the public interest. The Stipulation only seeks relief that the Commission is empowered to grant. Accordingly, the Signatories recommend that the Commission accept the Stipulation and grant the requests for relief made in the Joint Application for approval of the Companies’ Joint Natural Disaster Protection Plan (“NDPP”) for the period 2027-2029, as modified by this Stipulation.

RECITALS

1. On March 2, 2026, the Companies filed with the Commission a joint application pursuant to the Nevada Revised Statutes (“NRS”) and the NAC Chapters 703 and 704, including

¹ Northern Nevada Industrial Electric Users takes no position on the Stipulation.

1 but not limited to NRS § 704.7983, Docket No. 19-06009, and Legislative Counsel Bureau
2 (“LCB”) File No. R181-24, for approval of their Joint NDPP for the period 2027-2029. The
3 Commission designated the proceeding as Docket No. 26-02034.

4 2. On March 5, 2026, the Commission issued a Notice of Joint Application and
5 Notice of Prehearing Conference.

6 3. Pursuant to §§ NRS 703.301 and 228.360, Staff and BCP participate as a matter
7 of right.

8 4. On March 18, 2026, BCP filed a Notice of Intent to Intervene.

9 5. On April 8, 2026, SNGG filed a petition for leave to intervene (“PLTI”). That
10 same day, Wynn, Switch, NRA, MGM, Caesars, and Northern Nevada Industrial Electric Users
11 (“NNIEU”) each also filed a PLTI.

12 6. On April 14, 2026, the presiding officer held a prehearing conference. The
13 Companies, Staff, BCP, NNIEU, Wynn, SNGG, NRA, NGM, MGM, Caesars, and Switch all
14 made appearances. A procedural schedule was agreed to, along with a discussion regarding
15 discovery procedures and PLTIs.

16 7. On April 17, 2026, the presiding officer issued Procedural Order No. 1, a Notice
17 of Hearing, and a PLTI order. The PLTI order granted all PLTIs filed.

18 8. On May 14, 2026, the presiding officer issued an Amended Procedural Order No.
19 1 and an Amended Notice of Hearing, which moved the hearing date to September 9, 2026,
20 through September 11, 2026.

21 9. On July 28, 2026, the presiding officer held a continued prehearing conference.
22 The Companies, Staff, BCP, NNIEU, Wynn, SNGG, NRA, NGM, MGM, Caesars, and Switch
23 all made appearances.

24 10. On August 5, 2026, Staff and BCP each filed direct testimony. That same day,
25 SNGG, NGM, MGM, NRA, and Caesars collectively filed direct testimony.

26 11. On August 6, 2026, BCP filed amended testimony.

27 12. On August 7, 2026, BCP filed an Errata to its testimony.

1 13. On August 12, 2026, the presiding officer issued Procedural Order No. 2,
2 containing hearing procedures.

3 14. On August 19, 2026, the Companies filed rebuttal testimony.

4 15. On August 21, 2026, the presiding officer issued Procedural Order No. 3, seeking
5 additional information regarding capital budgets requested in the Companies' Joint NDPP.²

6 **AGREEMENT**

7 NOW THEREFORE, in light of the foregoing considerations, the Signatories agree the
8 Commission should grant the requests for relief made in the Joint Application as modified by
9 this Stipulation and recommend the following:

10 1. Find that the Companies' non-wildfire Natural Disaster Risk Analysis
11 ("Analysis") was provided for informational purposes only, as the Companies are not seeking
12 Commission approval of any new programs or expenditures associated with the Analysis. The
13 Companies will file an updated analysis in their next Triennial NDPP that justifies any expansion
14 of the non-wildfire risk profiles in the service territories. The justification for the risk profiles
15 should be equivalent in rigor to the wildfire risk analysis and include, without limitation, the
16 underlying methodology, quantitative thresholds, modeling parameters, and/or evaluation
17 criteria to substantiate any proposed changes to non-wildfire risk profiles.

18 2. Approve the Companies' request for the tree attachment removals with the
19 following conditions:

20 i. The Companies may shut off service to a customer until the tree attachment
21 removal is completed for the customers who do not allow the Companies to
22 remove tree attachments in the NDPP wildfire risk tiers, and which the
23 Companies are unable to or barred from installing enhanced risk mitigation
24 measures, within 60 days of the Companies' final communication to reach a
25 customer resolution. The Parties agree that Rule 6 "DISCONTINUANCE,
26 TERMINATION, RESTORATION AND REFUSAL OF SERVICE" Section

27
28 ² Notwithstanding this Stipulation, the Companies intend to provide the information requested in Procedural Order No. 3.

- 1 (B) Termination of Service by Utility, subsection 2.a.1.a should be understood to
2 cover hazardous conditions that could contribute to wildfire risk, specifically
3 persistence of unmitigated tree attachments in wildfire risk tiers.
- 4 ii. As a compliance item, the Companies will provide a project execution plan within
5 six (6) months of the Commission's order that includes the scope, budget, and
6 tentative schedule to remove all tree wire attachments and deploy or conduct
7 additional enhanced risk mitigation measures as discussed in Section 2.iii below,
8 within their NDPP wildfire risk tiers. The Companies agree to incorporate the
9 project execution plan into their next Triennial NDPP filing and/or amendment
10 for Commission approval.
- 11 iii. The Companies agree to deploy enhanced risk mitigation measures, including but
12 not limited to insulating and protective line covers and service connection covers,
13 on the tree wire attachments within their NDPP wildfire tier areas to mitigate the
14 risk of vegetation contact or spark near the tree in the project execution plan with
15 installation occurring in 2027 and 2028 and will include the costs of deployment
16 within their tree wire attachment removal budget in the instant Docket. The
17 Companies agree to track the locations of these covers and include the inspection
18 of them on the patrol and inspection cycles to ensure the mitigation is effective.
19 The Companies will provide an update on the progress of this enhanced
20 mitigation until all identified tree wire attachments are addressed. The
21 Companies will continue to pursue removal of tree attachments as a permanent
22 solution to this risk and conduct additional enhanced risk mitigation measures,
23 such as out of cycle patrols, inspections, and vegetation management, it deems
24 necessary until the permanent solution is executed.
- 25 3. Approve the Companies' request for Gridware installation with the following
26 conditions:
- 27 i. The Companies agree to implement the Gridware pilot for a not-to-exceed budget
28 of \$1,100,000 for 300 Gridscopes targeting only NDPP risk tier line miles. The

Companies agree that before they seek Commission approval to expand the Gridware program under the NDPP, they will provide evidence and support to justify the additional investment and file the evidence with their request to expand the program, if the Companies choose to pursue the program under a future plan filing.

- ii. The Companies agree to recover the Gridware technology implementation costs in the service territory where the technology was deployed, i.e., any unit deployed in the Sierra service territory will be charged exclusively to the Sierra territory, and vice versa.

4. Modify the Mount Charleston Rebuild approval request with the following conditions:

- i. Allow the Companies to record and seek recovery of no more than \$1,500,000 as part of the NDPP regulatory asset, which are the expected Mount Charleston Rebuild Phase 1 costs for engineering and design through the end of 2027, as approved in Docket No. 24-12016.
- ii. The Companies agree to re-bid construction and material procurement for the Mount Charleston microgrid to an expanded bidders list and seek Commission approval of the rebid project in a future filing. Staff agrees that the re-bid itself is not a basis to challenge the prudence of costs recorded pursuant to Section 4.i. The NDPP regulatory asset amount for the Mount Charleston Rebuild Phase 1 shall not exceed \$1,500,000.
- iii. Nothing in this Stipulation precludes Staff or any other party from challenging the prudence of the costs for the Mount Charleston Rebuild in the future.
- iv. The Companies shall provide an update on the tariff refunds for the Mount Charleston Rebuild and other applicable NDPP projects included in this Docket in future NDPP cost recovery filings, until final resolution is reached on the tariff refunds.

1 5. The Parties recommend the Commission open an investigatory docket to assess
2 and implement a circuit patrols, inspections, and corrections program for non-NDPP heightened
3 fire risk tiers. The investigatory docket should consider shifting some NDPP expenditures to
4 O&M, the scope of any potential new non-NDPP program, opportunities for prioritization, and
5 appropriate cost recovery mechanisms.

6 6. Modify the Companies' updates to the wildfire risk areas and CloudFire's
7 Wildfire Risk Assessment as outlined below. The Companies may seek Commission approval
8 of the Tier 1 refresh withdrawn here in a future NDPP filing.

9 i. The Companies agree to withdraw the request to refresh its Tier 1 map for the
10 Nevada Power territory in the instant docket.

11 ii. The Companies agree to withdraw the request to refresh its Tier 1 map for the
12 Sierra territory for:

- 13 a. The North and North East region around Elko and Battle Mountain;
14 b. The Central area around Austin, Ely, and parallel to State Route 93; and
15 c. The lines running near Black Rock Desert, Gerlach, Empire, and the Poito
16 Valley.

17 iii. The Parties agree to accept the Tier 1 refresh for the Sierra territory for:

- 18 a. The Reno and Sparks area;
19 b. The Carson Valley areas;
20 c. The areas around Yerington, Smith Valley, Shurz, and along Walker
21 Road;
22 d. The Winnemucca, Red House Flat, Paradise Valley, Lovelock, and Blue
23 Mountain areas;
24 e. The areas on the California side of the border along Highway 395, and the
25 segments on the Nevada side of the border along the same line.

26 iv. The Parties agree to:

- 27 a. Accept the Tier 2 Addition to the California Transmission Zone;
28

- b. Accept the Tier 1E promotion of the Arrowcreek and Steamboat Area in Reno;
- c. Accept the Tier 1E promotion of the West Las Vegas Area;
- d. Accept the Tier 1E promotion of the Washoe Valley Area;
- e. Accept the Tier 1E promotion of the Austin Area;
- f. Accept the Tier 1E promotion of the West and Southwest Reno Areas;
- g. Accept the Tier 2 mapping correction Near Elko;
- h. Accept the Tier 1E mapping correction near Sun Valley;
- i. Accept the Tier 1E mapping correction near Pyramid Lake;
- j. Accept the Tier 1E mapping correction near Carson City and Dayton; and
- k. Accept the Tier 1E mapping correction near Winnemucca.

7. The Companies agree to complete the actual backlog of 90 Tier 3 pole replacements by end of year 2027 for the Nevada Power and Sierra service territories. The Companies also agree to complete an additional 130 of backlogged Tier 3 pole replacements that have been identified since filing the Joint Application by year end of 2028 for its Nevada Power and Sierra service territories. For the poles in Tier 3 that are marked for replacement but are on federal or state lands, the Companies will, in good faith, pursue replacement within the stated timeframes. To the extent the Companies are unable to perform the 90 Tier 3 pole replacements by end of year 2027, the Companies will file a written statement in its next annual status update explaining the reasons for each pole-replacement delay. To the extent the Companies are unable to perform the additional backlog of 130 Tier 3 pole replacements by end of year 2028, the Companies will file a written statement in a subsequent annual status update or Triennial NDPP filing, whichever comes first, explaining the reasons for each pole-replacement delay.

8. The Companies agree to modify the blanket approval request for 30 cameras and 30 weather stations as follows:

- i. The Companies may replace any damaged or inoperable cameras and/or weather stations and shall explain the reason for and location of each replacement in the annual status update.

1 ii. The Companies agree to only install new cameras and weather stations where the
2 Companies identify gaps in camera or weather station coverage with the currently
3 approved units. The number of additional units in new locations shall not exceed
4 15 cameras and 15 weather stations between 2027 and 2029. The total number
5 of replaced and new units shall not exceed 30 cameras and 30 weather stations
6 within the 2027-2029 period. The prudence of these cameras and weather
7 stations will be determined when the Companies request cost recovery in the
8 individual general rate cases.

9 iii. The Companies have previously been ordered to pursue partnership with other
10 entities that operate or have interest in cameras or weather stations to reduce the
11 cost burden for customers. The Companies shall provide a written explanation
12 of all efforts undertaken to this end in a given year in their annual status update.

13 9. The Companies filed the NDPP cost-benefit calculator (“Calculator”) and
14 resulting Benefit-Cost Ratios (“BCRs”) to satisfy the requirements in LCB File No. R181-24,
15 Section 7.3(b). The Parties agree that the Calculator and BCRs need substantial revisions to
16 appropriately measure natural disaster risk, related risk reduction, and to support program-
17 element determinations regarding cost-effectiveness within the NDPP under the regulations.
18 However, for purposes of this Joint Application and its corresponding 2027-2029 plan period
19 only, the Parties agree these requirements should be deemed satisfied. The Parties agree that
20 this stipulation provision shall have no precedential value and cannot be relied upon as
21 authoritative or persuasive evidence that the Calculator and BCRs used in this Joint Application
22 are or should be deemed sufficient for compliance showings in future NDPP filings.

23 i. The legal and operational burden of providing a cost-benefit analysis that
24 measures the reduction in the risk of natural disaster resulting from the
25 implementation of NDPP program elements falls strictly on the Companies, not
26 on the Commission or any other Party.

27 ii. The Companies shall submit an updated quantitative cost-benefit framework that
28 satisfies the requirements set forth in NRS 704.7983(2)(b) and Section 7.3(b) of

LCB File No. R181-24 in their next NDPP Triennial Application or amendment. This updated quantitative cost-benefit framework will comprehensively assess the cost-effectiveness of NDPP program elements, and the Companies will explicitly demonstrate how they use the resulting cost-effectiveness metrics to prioritize NDPP program elements and allocate the proposed NDPP budget. The Companies will explicitly justify in writing any deviations where NDPP operations or expenditures diverge from the cost-effective, prioritized NDPP program elements established by this updated quantitative cost-benefit framework.

iii. Once approved by the Commission, the accepted quantitative cost-benefit framework must also be updated with refreshed data in all subsequent annual NDPP progress report filings, Triennial Applications, and Amendments.

10. Should the Companies fail to submit an updated quantitative cost-benefit framework pursuant to Section 9 of this Stipulation, each NDPP program element within the Companies' Triennial application or amendment will presumptively be deemed to be not-cost-effective. The Companies may rebut this presumption on a program-element basis by providing clear, quantitative evidence of cost-effectiveness for each program element in their relevant filing.

GENERAL PROVISIONS

11. This Stipulation represents a compromise of the positions of the Signatories. Except as specifically indicated, neither the Stipulation nor the Commission's acceptance of the Stipulation shall have any precedential effect in future proceedings.

12. This Stipulation represents a negotiated settlement. No provision of the Stipulation is severable. If the Commission does not accept the Stipulation in whole, then the Stipulation shall be withdrawn, without prejudice to any claims or contentions that may have been made or are made in this docket; no part of the Stipulation shall be admissible in evidence; and no Signatory shall be bound by any of the provisions of the withdrawn Stipulation.

14. The Stipulation may be executed in one or more counterparts, all of which together shall constitute the original executed document. This Stipulation may be executed by Parties by electronic transmission, which signatures shall be as binding and effective as original signatures.

NEVADA POWER COMPANY d/b/a NV Energy
and SIERRA PACIFIC POWER COMPANY
d/b/a NV Energy

REGULATORY OPERATIONS STAFF

BUREAU OF CONSUMER PROTECTION

10

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

BOYD GAMING CORPORATION, STATION
CASINOS, LLC, VENETIAN LAS VEGAS
GAMING, NEVADA GOLD MINES, LLC

Dated: 9/2/2026

By:

/s/ Lucas Foletta

Name: Lucas Foletta

Title: Attorney for Boyd, Station, Venetian, and
NGM

WYNN LAS VEGAS, LLC, SWITCH , LTD.

Dated: 9/2/2026

By:

/s/ Dakota Councilman

Name: Dakota Councilman

Title: Attorney for Wynn and Switch

CAESARS ENTERPRISE SERVICES, LLC,
MGM RESORTS INTERNATIONAL, NEVADA
RESORT ASSOCIATION

Dated: 9/2/2026

By:

/s/ Laura Granier

Name: Laura Granier

Title: Attorney for Caesars, MGM, and NRA

ATTACHMENT B

EXHIBIT 104

Table 1

Capital & OMAG Total	2027-2029 Budget		2027 Forecast	2028 Forecast	2029 Forecast
Nevada Power					
Capital	\$ 44,964,886	\$ 17,897,023	\$ 18,350,169	\$ 8,717,694	
OMAG	\$ 25,954,226	\$ 8,624,859	\$ 8,167,217	\$ 9,162,151	
Subtotal	\$ 70,919,112	\$ 26,521,882	\$ 26,517,386	\$ 17,879,845	
Sierra Pacific Power					
Capital	\$ 122,339,977	\$ 45,175,074	\$ 38,938,820	\$ 38,226,083	
OMAG	\$ 173,771,001	\$ 55,698,724	\$ 58,734,619	\$ 59,337,658	
Subtotal	\$ 296,110,978	\$ 100,873,798	\$ 97,673,439	\$ 97,563,741	
Total NDPP	\$ 367,030,090	\$ 127,395,680	\$ 124,190,825	\$ 115,443,585	

Table 69

Capital	2027-2029 Updated Total Budget	2027 Updated Forecast	2028 Updated Forecast	2029 Updated Forecast
Nevada Power				
Distribution Automation	321,157	30,261	133,965	156,931
Risk Based Approach	0	0	0	0
Situational Awareness	873,414	276,662	291,099	305,653
System Hardening	43,770,315	17,590,100	17,925,105	8,255,110
Nevada Power Total	44,964,886	17,897,023	18,350,169	8,717,694
Sierra Pacific Power				
Distribution Automation	6,225,190	905,565	2,496,508	2,823,117
Risk Based Approach	1,100,000	1,100,000	0	0
Situational Awareness	3,334,334	1,057,437	1,110,106	1,166,791
System Hardening	111,680,453	42,112,072	35,332,206	34,236,175
Sierra Pacific Power Total	122,339,977	45,175,074	38,938,820	38,226,083
Grand Total	167,304,863	63,072,097	57,288,989	46,943,777

Capital	Sum of 2027-2029 Updated Total Budget	Sum of 2027 Updated Forecast	Sum of 2028 Updated Forecast	Sum of 2029 Updated Forecast
Nevada Power				
Distribution Automation				
Distribution Automation	321,157	30,261	133,965	156,931
Distribution Automation Total	321,157	30,261	133,965	156,931
Risk Based Approach				
Gridware	0	0	0	0
Risk Based Approach Total	0	0	0	0
Situational Awareness				
Weather Station	148,956	47,250	49,613	52,093
Wildfire Cameras	724,458	229,412	241,486	253,560
Situational Awareness Total	873,414	276,662	291,099	305,653
System Hardening				
Copper Wire Replacement	6,305,315	2,000,100	2,100,105	2,205,110
Grid Ruggedization - Critical Crossings	6,590,000	2,090,000	2,200,000	2,300,000
Grid Ruggedization - Pole Stoppers	7,875,000	2,500,000	2,625,000	2,750,000
Line Rebuilds - Mt Charleston	23,000,000	11,000,000	11,000,000	1,000,000
System Hardening Total	43,770,315	17,590,100	17,925,105	8,255,110
Nevada Power Total	44,964,886	17,897,023	18,350,169	8,717,694
Sierra Pacific Power				
Distribution Automation				
Distribution Automation	6,225,190	905,565	2,496,508	2,823,117
Distribution Automation Total	6,225,190	905,565	2,496,508	2,823,117
Risk Based Approach				
Gridware	1,100,000	1,100,000	0	0
Risk Based Approach Total	1,100,000	1,100,000	0	0
Situational Awareness				
Weather Station	1,397,500	443,000	465,500	489,000
Wildfire Cameras	1,936,834	614,437	644,606	677,791
Situational Awareness Total	3,334,334	1,057,437	1,110,106	1,166,791
System Hardening				
Copper Wire Replacement	5,090,850	401,530	2,120,620	2,568,700
Line Rebuilds - Curry 1280	2,677,600	1,128,400	168,000	1,381,200
Line Rebuilds - Incline 4100	4,685,100	2,101,000	1,249,700	1,334,400
Line Rebuilds - Muller 1295	4,803,600	1,480,160	1,239,980	2,083,460
Line Rebuilds - North East District	3,375,000	1,125,000	1,125,000	1,125,000
Non-Expulsion Fuses	17,600,000	6,300,000	5,650,000	5,650,000
Substation Hardening - Barrier Walls	1,250,288	1,250,288	0	0
Substation Hardening - Glenbrook Substation	4,677,304	1,294,783	1,133,581	2,248,940
Substation Hardening - Interior	2,804,845	2,688,238	116,607	0
Tree Attachments	6,960,000	2,250,000	2,320,000	2,390,000
Undergrounding - Cost Share Zephyr Cove	3,612,804	0	3,602,974	9,830
Undergrounding - Cost Share Glenbrook	100,000	100,000	0	0
Undergrounding - Cost Share TTD Bike Path	8,808,567	2,759,810	2,935,298	3,113,459
Undergrounding - Sierra Phase 1	7,445,000	6,695,000	750,000	0
Undergrounding - Sierra Phase 2	10,977,353	8,079,937	2,897,416	0
Undergrounding - Sierra Phase 3	26,812,142	4,457,926	10,023,030	12,331,186
System Hardening Total	111,680,453	42,112,072	35,332,206	34,236,175
Sierra Pacific Power Total	122,339,977	45,175,074	38,938,820	38,226,083
Grand Total	167,304,863	63,072,097	57,288,989	46,943,777

Table 60

Capital	Sum of 2027-2029 Updated Total Budget	Sum of 2027 Updated Forecast	Sum of 2028 Updated Forecast	Sum of 2029 Updated Forecast
System Hardening				
Nevada Power				
Phase One - Mt Charleston Microgrid	1,500,000	1,500,000	0	0
Nevada Power Total	1,500,000	1,500,000	0	0
System Hardening Total	1,500,000	1,500,000	0	0

Table 63

Capital	2027-2029 Updated Total Budget	2027 Updated Forecast	2028 Updated Forecast	2029 Updated Forecast
System Hardening				
Nevada Power				
Distribution Line Rebuilds	23,000,000	11,000,000	11,000,000	1,000,000
Line Rebuilds - Mt Charleston				
Phase One - Mt Charleston Microgrid	1,500,000	1,500,000	0	0
Phase Two - Kyle Canyon 1201 Feeder	11,250,000	7,500,000	3,500,000	250,000
Phase Three - Kyle Canyon Sub	10,250,000	2,000,000	7,500,000	750,000
Mt Charleston Land Rights	0	0	0	0
Line Rebuilds - Mt Charleston Total	23,000,000	11,000,000	11,000,000	1,000,000
Nevada Power Total	23,000,000	11,000,000	11,000,000	1,000,000
System Hardening Total	23,000,000	11,000,000	11,000,000	1,000,000

Table 64

Capital	2027-2029 Updated Total Budget	2027 Updated Forecast	2028 Updated Forecast	2029 Updated Forecast
Risk Based Approach	1,100,000	1,100,000	0	0
Gridware				
Nevada Power	0	0	0	0
Sierra Pacific Power	1,100,000	1,100,000	0	0
Gridware Total	1,100,000	1,100,000	0	0