# 26-05007

## Public Utilities Commission of Nevada
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Filed For: Amazon Data Services Inc

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Amazon Data Services Inc

**FILED WITH THE PUBLIC UTILITIES COMMISSION OF NEVADA - 11/13/2026**

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November 13, 2026

Trisha Osborne
Assistant Commission Secretary
Public Utilities Commission of Nevada
1150 E. William Street
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**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 Response to Phase II Opening Briefs.

Unfortunately, we were unable to meet the filing deadline due to circumstances beyond our control. Specifically, a widespread Microsoft Outlook outage prevented us from communicating with our client to obtain the necessary approval of the final document prior to submission. We understand the importance of timely filings and sincerely apologize for any inconvenience this delay may cause. We appreciate your understanding and will take steps to ensure such delays do not occur in the future.

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**

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|---|---|
| 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 RESPONSE TO PHASE II OPENING BRIEFS**

Amazon Data Services, Inc. ("Amazon") submits this response to the opening briefs filed November 6, 2026, by the parties that oppose giving customers with executed Large Load Electric Service Agreements ("LLESAs") any priority for service in a potential queue from the resources approved in this proceeding: Microsoft Corporation ("Microsoft")[1] and Western Power Association ("WPA"). Although their approaches differ, each would order service by reference to Rule 9 applications or agreements and give no weight to the commitments LLESA customers made at NV Energy's direction. As explained below, those proposals (1) disregard the objective, binding commitments LLESA customers made in reliance on NV Energy's process; (2) will cause delay, contrary to the broad consensus in this record that further delay in serving committed large load customers is unacceptable; and (3) do not address sleeved resources, the load of which should be exempt from any queue. Microsoft's proposal also injects a partial service request concept that is vague, unexplained, and presented for the first time in briefing.

## I. DISREGARDING LLESA COMMITMENTS IN SETTING SERVICE PRIORITY WOULD BE UNJUST AND UNREASONABLE

Microsoft supports Staff's recommendation to rank large load customers "by date of the customer's original Rule 9 application at the size originally stated/requested," and opposes any service preference based on LLESA execution.[2] Microsoft adds to that recommendation with an

[1] Microsoft adopts some positions proposed by Staff in the Staff's testimony; however, Staff did not file a brief.
[2] Microsoft Opening Brief at 6.

additional step – that customers may request service from the resources identified in this IRP for only a portion of their load, and that "[t]he unserved portion would then hold the same place in a new queue established following NV Energy's next resource procurement in a subsequent IRP or IRP Amendment proceeding."[3] The result is a pairing of Staff's Rule 9 ranking proposal with an unexplained second step of applying for partial service from this IRP and seeking service for remaining load in a later queue (together, the "Two-Queue Proposal").[4]

WPA takes a similar approach. Under its proposed framework, "[e]xecution of any particular form of service agreement is neither a condition of, nor preference in, service queue position," and queue position instead "follows the date of application and the executed Rule 9 agreement."[5]

Both proposals are unjust and unreasonable. LLESA signatories did what NV Energy required of them to acquire service on their requested timelines—putting hundreds of millions of dollars or more at stake in reliance of those agreements. As the record shows, NV Energy introduced the LLESA as a requirement of including a customer's unmitigated load in its long-term planning, and no alternative path to long-term utility service was available at the time.[6] Fleet likewise explains that NV Energy made the LLESA a prerequisite for including a customer's full load in the IRP and warned customers that declining would expose them to "additional restrictions."[7] LLESA signatories accepted NV Energy's requirements and committed to pay the incremental costs of serving their load, including minimum billing, minimum demand, termination payment, and security provisions designed to protect existing customers subject to customer reservations.[8]

The proposals of Microsoft and WPA would treat LLESA signatories the same as customers that made none of those commitments. As Amazon's witness testified, it is "not inherently unreasonable" for customers that made significant early commitments, "particularly . .

[3] *Id.* at 6-7.
[4] *Id.*
[5] WPA Opening Brief, Ex. A § 12.1.
[6] Amazon Opening Brief at 4.
[7] Fleet Opening Brief at 5.
[8] *Id.* at 10; NV Energy Opening Brief at 1.



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. where the regulated utility represented the appropriateness of the terms as a means to securing service," to proceed before customers that have made no comparable commitment.[9] This is especially true when those commitments to cover a large load's own costs are the only thing in this docket that all parties seem to agree on. LLESA execution is also an objective and administrable criterion demonstrating commitment to pay for incremental costs in connection with which signatories generated substantial reliance.[10] By contrast, whatever the Commission concludes about the obligations created by Rule 9 agreements, a Rule 9 application date alone does not show that a customer has committed to pay for and secure the incremental generation and energy supply a queue would allocate. Recognizing executed LLESAs is a just and reasonable criterion for prioritizing load if a queue is created. Rule 9s and LLESAs serve different purposes. While Rule 9 addresses the *transmission and distribution* infrastructure and service arrangements associated with connecting customer load, the LLESA establishes the financial commitments necessary for NV Energy to plan and procure the *generation* resources required to serve that load.

Indeed, Rule 9.A.1.a. states clearly: "Rule 9 specifies how Projects, which include both new physical connections and customer-requested modifications of Utility's existing electric system, are designed, constructed, inspected, paid for, owned and taxed."[11] It states further "[t]he Rule governs how the Total Costs and responsibilities for the construction of and modification of **Line Extensions** are allocated between Utility and Applicants according to relevant factors, including a Project's size, duration and risk."[12] This says nothing and provides no commitment nor terms for generation or actual service provision. Treating a Rule 9 application date as the sole criterion for service priority would disregard this fundamental distinction and place customers who have committed to funding their incremental generation needs on equal footing with customers who have made no comparable commitment.[13]

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[9] Bieber Response at 25-26.
[10] Fleet Opening Brief at 5.
[11] Sierra Pacific Power Company Rule 9.A.1.a.
[12] *Id.* (emphasis added).
[13] *Sw. Gas Corp. v. Pub. Serv. Comm'n*, 86 Nev. 662, 668, 474 P.2d 379, 383 (1970) (citing *Southwestern Bell Telephone Co. v. Lee*, 140 S.W.2d 132 (Ark. 1940)) ("The [PUCN] may not ignore such rules as to some customers and observe them as to others").

## II. THE TWO-QUEUE PROPOSAL IS UNJUST AND UNREASONABLE BECAUSE IT WILL CAUSE DELAY AND APPEARS FOR THE FIRST TIME IN BRIEFING

### A. The Two-Queue Proposal Has No End Point and Would Restart the Process When This Case Concludes

The Two-Queue Proposal contains no deadline, milestone, or outer limit. Load not served from the resources approved in this IRP would wait for "a new queue" to be "established following NV Energy's next resource procurement in a subsequent IRP or IRP Amendment proceeding."[14] The proposal does not identify when that procurement will occur, when the subsequent proceeding will be filed or decided, or how the new queue will be constructed. The accompanying proposed tariff process supplies no guardrails either: its 180-day clock begins only after an open-ended stakeholder workshop and a later NV Energy filing.[15] That structure is notably less defined than the timeline in Microsoft's own testimony, which proposed a compliance tariff filing within 60 days of the order and completion of any subsequent proceeding within 120 days.[16]

In practical effect, the Two-Queue Proposal would reset the entire process once this case concludes. Customers would be re-sorted by Rule 9 application date, would still have to apply for partial service from pooled resources, and would be left with part of their load unserved, to be addressed in a future proceeding and a second queue. This concept would do more than delay large load service; it would start the entire process over. Amazon agrees with Fleet's apt description of Staff's less onerous sequence as one that "would disproportionately burden the most committed customers."[17] Doubly so under the Two-Queue Proposal. The Commission should reject proposals that will result in unconstrained delays. This is a topic perhaps for a future investigatory docket, not to raise for the first time in post-hearing briefs to materially alter or eliminate another customer's rights and reasonable investment backed expectations.

### B. Parties Across the Record Agree That Delaying Service Is Unacceptable

Despite divergent positions on the best path forward, parties throughout this docket agree that delaying service to large load customers carries significant costs.[18] Specifically:

[14] Microsoft Opening Brief at 6-7.
[15] *Id.* at 4.
[16] Garrett Responsive Testimony at 18-19.
[17] Fleet Opening Brief at 3.
[18] *See* Amazon Opening Brief at 5-6.



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- Amazon: Because Amazon procured its own resources, "a prolonged investigatory docket would unduly prejudice Amazon's business and its ability to obtain timely service for its load."[19] Subjecting Amazon's projects to potential delay "would be emblematic of the perfect being the enemy of the good."[20]

- Fleet: "Large load customers have already spent hundreds of millions of dollars on their projects and need certainty of service now."[21] Fleet's projects "cannot be held in place indefinitely while a perfect system is designed," and "uncertain or delayed service is functionally equivalent to no service."[22] Committed customers "need service certainty now, not after an open-ended investigation and open season."[23]

- Prologis and North Las Vegas Power: Significant delays to the load ramp schedule "could be catastrophic to Prologis' investments in Nevada," and the LLESA framework offers "timeliness coupled with continuity of service."[24] Prologis testified that delay could cause financing commitments to "expire, be repriced, or become unavailable."[25]

- Novva: Delay would leave a completed facility "with a substantial portion of its capacity completely stranded and unable to come online."[26]

- WPA: When the governing service instrument is unsettled, a developer "cannot represent to an end user or to a lender that the contracted schedule will hold."[27]

- NV Energy: An investigative proceeding of indeterminate length would prevent the Companies from preserving their ability to meet in-service dates.[28]

- Advanced Energy United and SWEEP: Any investigatory docket should "have a schedule rather than be open-ended."[29]

[19] *Id.* at 8.
[20] *Id.* at 9.
[21] Fleet Opening Brief at 1.
[22] *Id.* at 3.
[23] *Id.* at 10 (emphasis in original).
[24] Prologis Opening Brief at 3-4.
[25] Augustine Response Q&A 9.
[26] Swenson Response at Q&A 14.
[27] Dave Brown Direct (WPA) Q&A 26.
[28] Ex. Bieber Phase II Response-1 at 27-28, NV Energy Resp. to Staff DR 336(a)(i).
[29] United/SWEEP Opening Brief at 4.

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Even the proponent of the Two-Queue Proposal recognizes the need for near-term certainty, invoking the Governor's Executive Order goal of facilitating "speed to power" and proposing a "bridge" contract for the near term.[30] The Two-Queue Proposal cannot be reconciled with those objectives or with the robust record in this case urging the Commission not to delay service for large load customers.

### C. The Two-Queue Proposal Does Not Address Sleeved Resources, Which Should Be Exempt from Any Queue.

The Two-Queue Proposal is silent on how sleeved, customer-supplied resources would be treated. It only mentions allocating "the resources identified in this IRP" and those secured in "NV Energy's next resource procurement."[31] It fails to distinguish resources a customer has itself brought forward and agreed to pay for in full from pooled resources, although both are identified in this IRP. That omission matters, because the Commission should make clear that load served by sleeved resources is exempt from any queue, as Staff seems to recognize.

A queue, if one is created, should exist to ration scarce, shared resources. Customer-supplied sleeved resources should not be treated as part of the pool of shared generation resources subject to allocation through a queue. When a customer brings forward dedicated generation resources and commits to paying their associated costs, it reduces the amount of generation NV Energy must otherwise procure to serve that customer's load. The capacity contribution of those resources should be recognized in determining the customer's service entitlement rather than being allocated among other customers through a general queue. WPA seems to agree and offers a carve-out for customer-supplied resources, noting that an applicant that has arranged to supply its load requires "none of the three things the service queue exists to ration" and may proceed ahead of applicants whose service depends on them.[32] Microsoft's own Ratepayer Protection Tariff likewise contemplates that a customer may "identify and propose one or more generation resources" to serve it, with that resource counting toward NV Energy's obligation to meet that customer's load ramp.[33]

[30] Microsoft Opening Brief at 4-5, 9-10.
[31] *Id.* at 6-7, 10.
[32] WPA Opening Brief, Ex. A § 12.3.
[33] Garrett Direct Testimony, Exh. Garrett-Direct-2 at 9.



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Staff, the original proponent of a Rule 9 date-based queue, itself recommends approving the Hot Pot, Iron Point, and NNGP PPAs now as sleeved resources for Amazon with costs assigned only to Amazon, warning that requiring them to return later could cause them not to be built, to be sold to other off-takers, or to be built years in the future.[34] If the Commission places the load those resources serve into any queue, it would produce the very harm Staff identified, and failure to exempt that load could itself constitute an unjust, unreasonable, and disparate practice.[35] For any remaining load that relies on NV Energy's shared resources, Amazon should receive appropriate consideration given its execution of an LLESA and the fact that it brought its own resources..[36] Amazon has not only agreed to substantial financial commitments under its LLESA but has also taken steps to bring forward dedicated generation resources to support its load. Requiring Amazon to compete for the capacity supported by those resources would undermine Amazon's reasonable investment backed expectations and the purpose of the sleeving arrangements and discourage similarly situated customers from securing their own generation resources in the future.

### D. The Partial Service Request Concept in the Two-Queue Proposal is Vague, Unexplained, and Presented for the First Time in Briefing.

The Two-Queue Proposal builds on Staff's Rule 9 date ranking and adds that large load customers "should be allowed to request service from the resources identified in this IRP for only a portion of their load, if desired," with the "unserved portion" holding its place in a future queue.[37] That concept is described in two sentences and nowhere else.

The concept leaves basic questions unanswered. It does not explain how a customer or NV Energy would select the portion of load to be served, by when, or whether that election could later change. It does not explain how resources identified in this IRP would be allocated among customers making partial requests, how a partial request would interact with executed LLESAs, minimum demand and energy obligations, security, or termination provisions, or what it means for

[34] *See* Olesky Rebuttal Testimony Q&A 9 (recommending approval of Hot Pot, Iron Point, and NNGP PPAs as sleeved resources for Amazon, with no costs recovered from any other customer); Exhibit Bieber Phase II Rebuttal-1 at 2-3, Staff Response to Amazon Data Request No. 09(a) (Oct. 12, 2026), (deferring approval could cause the resources not to be constructed, to be sold to other off-takers, or to be constructed years in the future).
[35] *See* Amazon Closing Brief at 7.
[36] *Id.* at 9.
[37] Microsoft Opening Brief at 6-7, 10.



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an unserved portion to "hold the same place" in a queue that has not yet been designed. Nor does it explain how NV Energy would plan or procure resources against load that may or may not be requested. Without those details, the Commission has no basis to evaluate whether the concept is workable, just, or reasonable. Moreover, the Commission cannot adopt it because the concept appears for the first time in a post-hearing brief, and no party has had the opportunity to conduct discovery on it, cross-examine a witness about it, or offer responsive testimony.[38]

## III. ANY REVISIONS TO THE LLESA SHOULD BE CONSISTENT WITH COST CAUSATION

Although Amazon does not support Microsoft's proposed bridge contract, Amazon shares Microsoft's concern with the LLESA revisions NV Energy proposed in Exhibit 190.[39] NV Energy introduced Exhibit 190 (without any discussions or negotiations with Amazon) to address concerns about stranded cost exposure before an LLESA's Effective Date, but its proposed "Pre-Effective Date Termination Payment" appears to reach beyond that purpose. If NV Energy terminates for a Pre-Effective Date Event of Default, the customer would be liable not only for unpaid Customer-Specific Generation Charges and BTGR charges, but also for its pro rata share of all costs associated with all power purchase agreements and all natural gas infrastructure and transportation agreements required to serve the aggregate maximum demand of all applicable customers, from the date of termination through the end of the Term, "as determined by NV Energy."[40] The provision contains no explicit requirement that NV Energy mitigate those costs, for example by redeploying the associated resources to serve other load, nor does it appear to contemplate the fact that NV Energy may have incurred very few project costs to that point.

Termination payment calculations this broad are inconsistent with the cost-causation principles that guide the Commission's decisions and, therefore, unjust and unreasonable. Any termination payment should be limited to costs actually incurred or reasonably unavoidable as a direct result of the customer's commitments, net of costs avoided, amounts recovered through

[38] Coury v. Whittlesea-Bell Luxury Limousine, 102 Nev. 302, 308, 721 P.2d 375, 378 (1986) (finding that it was improper for the PUCN to adopt an argument that was developed after hearing because intervenors had inadequate opportunity to prepare or oppose).
[39] Microsoft's Opening Brief at 7-8.
[40] Exhibit 190 at § 2.3(e)(ii)C(2); *see also id.* at § 2.3(e)(i).



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other mechanisms, and reasonable mitigation, including the redeployment of resources to serve other customers. Customers should not be exposed to the full cost of resources that can be repurposed or otherwise utilized by NV Energy. These same cost-causation principles should also govern any related financial security requirements. Consistent with Amazon's position in its Phase II testimony, they should not be included in any bridge agreement—whether an interim LLESA or another form of contract—or in any long-term large load tariff. The Commission should also bear in mind that, under the LLESA's own terms, revisions must be acceptable to the customer: if the Commission approves the LLESA with terms, conditions, or modifications that are not satisfactory to both NV Energy and the customer in each party's sole discretion, the PUCN ESA Approval is deemed not to have been obtained.[41] LLESA signatories have signaled to the Commission that they are fully committed to covering the costs they cause, but revisions that impose exposure untethered from cost causation risk leaving customers unwilling to proceed under the revised terms. Any revisions the Commission adopts should therefore be grounded in cost causation so that committed customers remain able to move forward.

## IV. CONCLUSION

For these reasons, Amazon respectfully requests that, if the Commission does adopt some form of queue, the Commission decline to adopt any queue structure that does not prioritize LLESA signatories, including the Two-Queue Proposal, and that it clarify that sleeved resources like Hot Pot, Iron Point, and NNGP are exempt from any load queue. Any framework adopted by the Commission should also preserve the benefit of customers' existing financial commitments including resources they secured for their service, recognize the capacity supported by customer-supplied resources, and establish a clear and expedited path to service without requiring committed customers to restart the procurement and approval process.

[41] Exhibit 190 at § 2.1(a) (reprinting the language in the form LLESA without modification).



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DATED this 13 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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DATED this 13 November 2026.

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