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25-09008

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POWERLINE LAW

ENERGY · INFRASTRUCTURE · REGULATORY

September 10, 2026

Trisha Osborne
Assistant Commission Secretary
Public Utilities Commission of Nevada
1150 East Williams Street
Carson City, Nevada 89701-3109

Re: Petition of Reno Power NR I LLC for an Advisory Opinion or Declaratory Order as to Confirming the Applicability of Sierra Pacific Power d/b/a NV Energy's Rule 9.A.16 to Proportionate Share Allocations for Subsequent Interconnections to a Master Planned Community Line Extension.
Docket No. 25-09008

Dear Ms. Osborne:

Please find enclosed Reno Power NR I, LLC's Exceptions to Proposed Order in the above-referenced docket.

Please note that Reno Power NR I LLC's Exceptions includes commercially sensitive information that Reno Power has designated as confidential pursuant to NAC 703.5274. The confidential pages that include this information are attached hereto and have been printed on pink paper, stamped "Confidential" and placed into a sealed envelope as required by NAC 703.5274(1). Reno Power will provide copies of the confidential materials to Regulatory Operations Staff and NV Energy under the protective agreement in place. Reno Power requests that this confidential information be maintained as confidential for a period of five (5) years or as long as lawfully allowed, whichever is longer. Confidential treatment of the designated information will not impair the ability of the Commission or any party to this proceeding to fully evaluate this Application.

Please feel free to contact me with any questions regarding this filing.

Sincerely,

POWERLINE LAW

<u>/s/ Bob Sweetin, Esq.</u>
Bob Sweetin, Esq.

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BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

Petition of Reno Power NR I, LLC for an Advisory Opinion or Declaratory Order as to the Confirming the Applicability of Sierra Pacific Power Company, d/b/a NV Energy's Rule 9.A.16 to Proportionate Share Allocations for Subsequent Interconnections to a Master Planned Community Line Extension.	Docket No. 25-09008 **RENO POWER NR I, LLC'S EXCEPTIONS TO PROPOSED ORDER**

SUMMARY OF DISPUTE

On September 15, 2025, pursuant to NAC 703.540 and NAC 703.825, Reno Power NR I, LLC, an affiliate of Tract Capital Management, LP ("Reno Power" or "Petitioner"), petitioned the Public Utilities Commission of Nevada ("PUCN" or "Commission") for a Declaratory Order, or in the alternative, an Advisory Opinion, confirming the applicability of Sierra Pacific Power Company ("NV Energy" or "NVE") Northern Nevada Electric Service Rule 9.A.16 to proportionate share allocations for subsequent interconnections to a master planned community line extension.

On April 10, 2026, Petitioner submitted a Post Hearing Brief in support of its Corrected Petition for an Advisory Opinion or Declaratory Order. On April 24, 2026, NV Energy, Regulatory Operations Staff of the Commission ("Staff"), and Intervenor Switch, Ltd. ("Switch" or "Subsequent Gosling Applicant") submitted briefs in response.

On September 3, 2026, the Commission issued Procedural Order No. 3, which attached a proposed order setting forth the findings and conclusions of the Hearing Officer (the "Proposed Order"), and directed the parties to file any exceptions on or before September 10, 2026. Pursuant to Procedural Order No. 3, Reno Power hereby respectfully submits the following exceptions.

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RENO POWER'S EXCEPTIONS TO PROPOSED ORDER

I. INTRODUCTION[1]

The core issue before the Commission is whether Reno Power is entitled to a Proportionate Share Refund under Rule 9.A.16 when a Subsequent Applicant interconnects at Gosling to serve load located entirely outside the Peru Shelf Master Planned Community ("MPC"). The Proposed Order concludes that Reno Power is not entitled to such a refund, reasoning that the plain text of Rule 9.A.16.d.2 excludes MPC high-voltage distribution ("HVD") Total Costs from Proportionate Share Allocations.

As set forth in these Exceptions, the Proposed Order's analysis contains several fundamental errors. ***First***, Paragraph 93 imposes an extra-textual temporal restriction on Rule 9.C.4.b.3, finding that the proration of Total Costs must occur at the time the SHVD Agreement is executed—a requirement found nowhere in Rule 9's plain text. ***Second***, Paragraphs 88 through 91 erroneously treat Rule 9.A.16.d.2 as clear and unambiguous, when NVE itself has construed the provision two opposite ways and the Proposed Order's contrary findings rest in part on evidence the Hearing Officer excluded. ***Third***, Paragraphs 96 and 97 contain findings that are either contradicted or unsupported by record evidence, or else based on assumptions about matters outside the record. ***Fourth***, Footnote 1 conflates the Disputes provision in Rule 9.A.28.a with the Deviations provision in Rule 9.A.28.b, erroneously requiring prospective approval of a deviation where none was sought. Finally, several factual findings in the Proposed Order require correction or clarification to accurately reflect the record.

Critically, the Proposed Order's "plain text" reading of Rule 9.A.16.d.2 fails to account for Rule 9.C.4.b.3, which expressly provides for proration of Total Costs "[w]here the substation and/or HVD shall also serve Customers located outside the MPC boundary." Once Gosling's Total Costs are prorated to exclude the capacity allocated to serve the Subsequent Gosling Applicant,

[1] Capitalized terms herein are afforded the meaning ascribed in Petitioner's Post Hearing Brief, in Rule 9 of NVE's Electric Tariff, and in the Master Planned Community Umbrella Agreement No. 23-00131 and the Substation and High Voltage Distribution Agreement No. 23-00129 (the "SHVD Agreement," and together the "Rule 9 Agreements"), as applicable. "Hrg. Tr." citations refer to the March 27, 2026 hearing transcript filed April 2, 2026.

the prorated portion attributable to outside-MPC load is no longer "MPC HVD Total Costs" within the meaning of Rule 9.A.16.d.2 and therefore remains eligible for Proportionate Share Allocation. The Proposed Order's interpretation renders Rule 9.C.4.b.3 superfluous—a result that contradicts established principles of tariff interpretation and Nevada law.

For the reasons that follow, Reno Power respectfully requests that the Commission issue corrections to the Proposed Order consistent with the suggestions detailed herein.

II. LEGAL STANDARDS

NAC 703.785(3) provides that an exception to a proposed order "must be in writing and include: (a) A clear statement of the matter to which the exception is made; (b) The grounds which support the exception; and (c) A suggested correction of the matter which is excepted." NAC 703.785(3). After full consideration of the proposed order, the exceptions, and any answers, the Commission may modify the proposed order before entering its final order. NAC 703.785(6). The Commission may also hold a hearing on an excepted matter where the public interest would be served. NAC 703.785(4).

Reno Power reserves the right to answer exceptions filed by other parties pursuant to Procedural Order No. 3.

III. RENO POWER'S EXCEPTIONS

A. Paragraph 93's Imposition of a Temporal Restriction Tied to Contract Execution Erroneously Departs from Rule 9's Plain Text.

1. Grounds for Exception to Paragraph 93

Rule 9.C.4.b.3 provides that:

> Where the substation and/or HVD shall also serve Customers located outside the MPC boundary, the Total Costs shall be prorated by capacity allocated to Applicant and Applicant shall then only be required to advance the prorated portion allocated to Applicant.

Paragraph 93 of the Proposed Order states that "the plain text of Rule 9.C.4.b.3 is prospective in nature" and that Rule 9.C.4.b.3 "applies when a substation and/or HVD is conceived of, designed, and built for multiple applicants[.]" Paragraph 93 of Proposed Order goes on to state that Rule

9.C.4.b.3 is applied "when service to customer outside the MPC is known at the time the agreement is drafted," and that "[t]he rule does not require re-allocation, re-calculation, or refunding of the Total Costs when a subsequent non-MPC applicant appears after the advance has been made."

None of those temporal preconditions are found in the "plain text" of Rule 9.C.4.b.3. To the extent that Rule 9.C.4.b.3 is "prospective in nature," it contemplates infrastructure that "shall also serve" outside-MPC customers, a forward-looking statement about a future customer that is in no way conditioned on NVE's knowing who the outside-MPC customer might be "at the time the agreement is drafted[.]" NVE admits there is no temporal restriction in the "plain text" of Rule 9.C.4.b.3.[2] NVE's testimony as to what it does in practice—how and when NVE "applies the proration in Rule 9.C.4.b.3"—falls outside of the "plain text" of the Rule. In no event can NVE's administrative practice inform the Commission's "plain text" reading.

More importantly, the Proposed Order's finding that Rule 9.C.4.b.3 "does not require re-allocation, re-calculation, or refunding of the Total Costs when a subsequent non-MPC applicant appears after the advance has been made" is in direct conflict with Rule 9.C.4.a.2(a). Rule 9.C.4.a.2(a) provides that Construction Complete is the milestone at which the capacity of an HVD is tested to determine whether it should be "deemed to be required principally for the purpose of providing service to a MPC Project[.]"

In addition to Rule 9.C.4.a.2(a)'s Construction Complete milestone, Rule 9.A.24.b.1 requires [redacted] agreements, like Reno Power's SHVD Agreement, to provide for a Total Cost True-up. Reno Power's SHVD Agreement does so in Section 12.6(B). The Total Cost True-up mechanism exists precisely *because* the Total Costs in Exhibit B-1 ("Estimated Cost[s]") are merely *estimates*. NVE's Clyyne Cook made clear that costs only become fixed at the Total Cost True-up stage: [redacted][3] Staff's witnesses also confirmed that capacity assigned to other customers by Construction Complete counts toward that determination: "where capacity

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[2] Hrg. Tr. 61:23-62:5 ("Can you point to the provision of [Rule 9 Section] C.4.B.3 related to timing? LILA YOCOM: It doesn't say specifically, timing[.]").

[3] 2026.02.09 Corr. Petition Ex. 4C at 3.

associated with future customers is not assigned or available at the time of construction complete, . . . such capacity would not be included in the calculation under Section C.4.a.2(a)."[4] The Total Cost True-up mechanism in Rule 9.A.24.b.1 belies any assertion that Total Costs are fixed and unamendable. Gosling will not reach Construction Complete until 2027, and what capacity Gosling has been designated to serve when that milestone arrives is not in dispute. The Proposed Order itself recognizes that Subsequent Gosling Applicant holds "its own Rule 9 agreement with Sierra" for service at Gosling, and NVE has reported to the Commission that its Rule 9 Agreement with that customer was amended so that the Naniwa Switching Station, once planned to serve that load, is no longer required.[5] NVE has told the Commission throughout this proceeding that Gosling will serve load from outside the MPC, taking the position that Reno Power's Rule 9.C.6 refunds will be computed on "the load connecting to Gosling . . . including the subsequent applicant's load."[6] NVE cannot count that outside-MPC load toward Gosling's experienced demand for purposes of Rule 9.C.6 while denying that Gosling "shall also serve" it for purposes of Rule 9.C.4.b.3. Capacity Gosling is designated to serve before Construction Complete is capacity Gosling "shall also serve" within the meaning of Rule 9.C.4.b.3, precisely the capacity Rule 9.A.16.d.2's limitation does not reach.

Moreover, the Proposed Order's reliance on the fact that NVE "did not know of any subsequent applicant" misreads Rule 9.C.4.b.3. The rule turns on whether the facility "shall also serve" customers outside the MPC. That is a question about what the facility is built to do, not about who the customer will be, and Rule 9.C.4.b.3 nowhere conditions proration on NVE identifying the outside-MPC customer before it drafts the agreement. Gosling's function was settled when the parties executed the SHVD Agreement. NVE designed Gosling with two

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[4] 2026.02.10 Staff (Cameron) Testimony at 3:24-26.

[5] Proposed Order at ¶ 85; *see also id.* at ¶¶ 96, 97; 2026.01.13 Bartlett Testimony at 14:10-16 (quoting NVE's compliance filing in Docket No. 24-05041); Section III.G.2 *infra*.

[6] 2025.10.15 NVE's Comments at 5 ("Section C.6 of Rule 9 provides for the recovery of the Petitioner's Advance as the load connecting to Gosling materializes, including the subsequent applicant's load."); *see also* 2026.04.24 Staff Response Brief at 14 (Reno Power "is entitled to a refund of the advance paid for Gosling, which will be paid annually based on the load experienced"). Reno Power disputes that its Rule 9.C.6 refunds are measured on outside-MPC load under the terms of its SHVD Agreement. *See* Section III.C *infra*. The point here is narrower: NVE's own position concedes that Gosling will serve that load.

terminals reserved for future customers and reserved for itself, in Section 2.4(B) of the SHVD Agreement, the right to use those terminals to serve any customer.[7] NVE contemplated at execution that Gosling would serve customers other than Reno Power. Rule 9.C.4.b.3 requires that the shared Total Costs of such a facility "be prorated by capacity allocated," and it sets no deadline for that proration tied to execution of the agreement. Rule 9.C.4.a.2(a) supplies the timing the Proposed Order says is missing by fixing Construction Complete as the point at which Rule 9 measures the capacity Gosling serves. The Proposed Order's temporal restriction has no basis in either provision. Reno Power did not need a deviation, and NVE did not need to know a specific customer's name, for the rule to operate as written.

Paragraph 93 erroneously adds words to a "plain text" interpretation and the reasoning of Paragraph 93 is otherwise internally inconsistent, as well as inconsistent with a "plain text interpretation" of Rule 9.C.4.b.3 and is also contradictory to Rule 9.C.4.a.2(a).

2. Suggested Correction to Paragraph 93

Paragraph 93 should be revised to find that Rule 9.C.4.b.3's "plain text" contains no precondition tied to NVE's knowledge, at the time the SHVD Agreement was drafted, of the identity of any customer to be served outside the MPC. Gosling was designed and built with terminals reserved for future customers outside the MPC, and Section 2.4(B) of the SHVD Agreement independently confirms that NVE retained the right to use those terminals to serve any customer.[8] Rule 9.C.4.a.2(a) measures whether an HVD facility is "principally required" for the MPC at the Construction Complete milestone, *not* at execution of the agreement, and the proration Rule 9.C.4.b.3 requires should be performed on that basis. Paragraph 94 and Ordering Paragraph 2, which adopt Paragraph 93's temporal restriction, should also be conformed accordingly.

[7] Hrg. Tr. at 28:5-9 (Yocom) (Gosling "was designed for two future terminals"); 2026.02.10 Staff (Cameron) Testimony at 2 (the two remaining terminals "were designed to be expandable to serve future customers' load, should any arise"); 2026.02.09 Corr. Petition Ex. 2C at § 2.4(B).

[8] 2026.02.09 Corr. Petition Ex. 2C at § 2.4(B).

B. Paragraphs 88 - 91 Err In Treating Rule 9.A.16.d.2 As Unambiguous; NVE Itself Has Read It Two Opposite Ways.

1. Grounds for Exception to Paragraphs 88-91

Reno Power excepts to the finding that Rule 9.A.16.d.2 is clear and unambiguous as applied to a non-MPC interconnection to MPC-funded HVD, and to the resulting refusal to consider Section 12.3(A) of the SHVD Agreement within the structure of Rule 9 and its purpose. The Proposed Order adopts the correct legal standard: clear and unambiguous language is given its plain meaning while ambiguous language is construed to give effect to intent.[9] However, as is self-apparent from the Petition and the fact leading to its filing, neither NVE nor Reno Power view the language as clear and unambiguous.

NVE read Rule 9.A.16.d.2 in November 2024 to permit a Proportionate Share Refund for Gosling, and revised that reading in July 2025 to forbid one. The July 2025 communication conceded that "[redacted]" and Ms. Yocom testified that Reno Power is the first large-user, high-voltage MPC that NVE has served.[10] Thus NVE itself has afforded Rule 9.A.16.d.2 two conflicting meanings, including the meaning ascribed to it by Reno Power in its Petition. NVE's own evidence concedes that the application of Rule 9.A.16.d.2 to a large load high voltage MPC is novel. On these facts, there cannot be a finding that Rule 9.A.16.d.2 is clear and unambiguous. Rather, the evidence shows ambiguity that must be resolved by looking to evidence of Rule 9.A.16.d.2's intent, and the Proposed Order should have conducted the appropriate analysis to resolve the ambiguity.

Looking to Rule 9.A.16.d.2's intent, the Proposed Order's findings are not supported. The Proposed Order would render Section 12.3(A) of the SHVD Agreement meaningless because, on the Proposed Order's construction, the only Project to which a Rule 9 applicant could attach is one

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[9] Proposed Order at ¶ 88 (quoting *Moore v. State*, 136 Nev. 620, 622 to 623, 475 P.3d 33, 36 (2020), and *Hobbs v. State*, 127 Nev. 234, 237, 251 P.3d 177, 179 (2011)).

[10] 2026.02.09 Corr. Petition Ex. 4C ([redacted]"); Hrg. Tr. at 67:11-13 (Yocom) (Reno Power is "the first large user high-voltage master plan community that we've had").

for which Rule 9.A.16.d.2 forbids any refund.[11] Staff concedes that, if the Proposed Order's reading is correct, Section 12.3(A) is boilerplate that "may or may not apply."[12] In 2024, NVE applied Section 12.3(A) as it was written. The only evidence of what the contracting parties contemporaneously understood Rule 9.A.16.d.2 to mean demonstrates that both parties understood it to permit what Reno Power now requests—a Proportionate Share Refund for Subsequent Gosling Applicant's interconnection to Gosling. The Proposed Order does not address that evidence at all, which is the evidence on which Reno Power's Petition principally relied. The Commission cannot resolve the meaning of Rule 9.A.16.d.2 as applied to Reno Power's Rule 9 Agreements without addressing the contract term that applies it, or the foundational evidence supporting Reno Power's Petition.[13]

Moreover, the Proposed Order's findings rest in part on evidence the Hearing Officer excluded. At the hearing, the Hearing Officer sustained Subsequent Gosling Applicant's objections to testimony about contemporaneous understandings of the SHVD Agreement, and directed the witness not to answer.[14] However, the Proposed Order finds that the Commission "presumes" both parties understood the tariff to control and that Reno Power "cannot claim surprise."[15] A finding about what Reno Power understood cannot rest on excluded testimony.

2. Suggested Correction for Paragraphs 88–91

Reno Power requests that the Commission revise Paragraphs 88 through 91 to find that Rule 9.A.16.d.2 is ambiguous as applied to a subsequent applicant connecting to MPC-funded HVD to serve load outside the MPC. Reno Power requests Paragraphs 88 through 91 be revised to construe Rule 9.A.16.d.2 consistently with Section 12.3(A) of the SHVD Agreement and NVE's

[11] 2026.02.09 Corr. Petition Ex. 2C at § 12.3(A) ("[redacted].").

[12] 2026.04.24 Staff Response Brief at 14, n.39.

[13] *Compare* Proposed Order at ¶¶ 6, 12, 71, 74, which quote and rely on Section 12.3(A), *with* ¶¶ 84 to 98, which do not reference Section 12.3(A) at all.

[14] Hrg. Tr. at 132:13–134:18 (Hearing Officer: "I'm going to sustain this objection" as to discussion about the historical understanding of the agreement).

[15] Proposed Order at ¶ 86 ("the Commission presumes [both parties] read and understood the tariffs at issue"); *see also id.* at ¶ 96) (finding "Reno Power cannot claim surprise at a plain-text interpretation of the rule").

contemporaneous construction—the construction on which Reno Power relied. In the alternative, Reno Power requests that the Commission hold a hearing on this excepted matter under NAC 703.785(4), limited to the parties' understanding at execution of the SHVD Agreement, or else receive Mr. Bartlett's excluded testimony on that subject.[16] The public interest is served by a complete record on the first proceeding of its kind, one the Proposed Order itself recognizes will inform other pending Rule 9 dockets.

C. Paragraph 96 Contains Findings Contradicted by the Record.

1. Grounds for Exception to Paragraph 96

The Proposed Order concludes that, by the mere fact of Subsequent Gosling Applicant's interconnection, Reno Power is in a better position than if no subsequent applicant sought interconnection at all and therefore finds that Reno Power's equity arguments under Rule 9.A.28.a.3 fail. The Proposed Order reasons that "Reno Power's equity argument concerns the timing, not the fact, of its recovery" and that the "Total Costs subject to refund are the same under either mechanism; only the timing of recovery differs." Both of those findings are contradicted by unrefuted record evidence.[17]

The premise that the two mechanisms deliver to Reno Power the same dollars is also contradicted by the tariff itself. Rule 9.A.17.e provides that any Advance Subject to Potential Refund that is not refunded before the expiration of the agreement "shall be forfeited by the Applicant and accounted for by Utility as a CIAC [Contribution in Aid of Construction]." Ms. Yocom, NVE's witness, confirmed that the possibility of a refund expires at the term of the agreement.[18] A Proportionate Share Refund, by contrast, is a fixed payment due within sixty days of the subsequent applicant's interconnection.[19] One is certain; the other converts to a permanent loss if load never materializes. The difference is the risk of non-recovery, not the timing of

[16] NAC 703.785(4) ("The Commission will hold a hearing on the matter which is excepted if the public interest would be served by a hearing.").
[17] *See e.g.* RP's Post-Hrg. Brief at 9-10.
[18] Hrg. Tr. at 66:18–67:1 (Yocom).
[19] Rule 9.A.32.b.4.

recovery as confirmed by the tariff's text. Staff's witness admitted that one of the key differences between the Rule 9.C.6 refund mechanism and Proportionate Share Refunds was the time value of money.[20] NVE admitted that load must materialize at Gosling to trigger a Rule 9.C.6 refund.[21] The Proposed Order ignores that unrefuted evidence.

The Proposed Order's finding that Reno Power is "in a better position" also rests on the unsupported assumption that Subsequent Gosling Applicant's load will accelerate Reno Power's Rule 9.C.6 refund.[22] By the SHVD Agreement's own terms, the Rule 9.C.6 refund is measured only against load inside Reno Power's MPC; load that Subsequent Gosling Applicant brings from outside the MPC does not count toward that calculation and does not accelerate anything.

Finally, the Proposed Order asserts that as a "sophisticated business customer, Reno Power cannot claim surprise" at an interpretation of Rule 9. That comment ignores that NVE—itself a "sophisticated business" entity and the party that drafted and administers the tariff—confirmed Reno Power's interpretation in November 2024, before reversing its position in July 2025. No matter how "sophisticated" they are, a customer cannot be faulted for taking NVE at its word before NVE changed its mind. Reno Power's "surprise" at NVE's flip-flop is completely reasonable, especially when NVE's now-reversed interpretation was memorialized under contract.

The refund formula on which the Proposed Order relies only compounds the problem. Paragraph 96 describes Reno Power's refund recovery under Section 12.2 of the SHVD Agreement. But Section 12.2 substitutes a [redacted] denominator for Rule 9.C.6.c's 22 MW ceiling—a substitution negotiated specifically because the standard formula was not built for a project this size.[23] The Proposed Order cannot rely on that modified [redacted] denominator—which NVE negotiated—to describe Reno Power's recovery while treating Section 12.3(A) of the same

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[20] Hrg. Tr. at 85:8-24 (Cameron) ("time value money seems likely that in a lot of scenarios through proportionate share a developer would get back some of their total costs sooner than waiting for their own load to materialize.").

[21] Hrg. Tr. at 35:7-23 (Yocom); *cf.* RP's Post-Hrg. Brief at 9-10 ("By contrast, Proportionate Share Allocation and Refunds are triggered at the time of interconnection and is based on committed use of capacity. Proportionate Share provides immediate, certain cost allocation.").

[22] 2026.02.24 Bartlett Rebuttal Testimony at 10:19-11:9 (quoting SHVD Agreement Ex. B-3); *see also* 2026.02.09 Corr. Petition Ex. 2C at Exhibit B-3 (the MPC Allowance for Gosling "[redacted]").

[23] 2026.02.24 Bartlett Rebuttal Testimony at 11:10-12:7.

agreement as irrelevant or inadmissible to resolve the textual tension in the tariff. Either both negotiated provisions—Section 12.2 and Section 12.3(A)—reflect the parties' agreed administration of Rule 9, or neither does.

2. Suggested Correction to Paragraph 96

Paragraph 96's findings that "Reno Power's equity argument concerns the timing, not the fact, of its recovery" and that the "Total Costs subject to refund are the same under either mechanism; only the timing of recovery differs" should be stricken. Any conclusions in Paragraph 96 that rely on those findings should likewise be stricken. Additionally, the statement that Reno Power "cannot claim surprise" at NVE's changed interpretation should be stricken.

D. Paragraph 96 Relies on Facts Outside the Record.

1. Further Grounds for Exception to Paragraph 96

The Proposed Order finds that "the deviation Reno Power requests would impose on the Subsequent Gosling Applicant a payment obligation that Rule 9 does not require and that was not contemplated when it contracted with" NVE. There is no record evidence of what Subsequent Gosling Applicant's Rule 9 Agreements show, nor is there any record evidence of what either NVE or Subsequent Gosling Applicant contemplated when the two contracted.

In relying on assumptions as to what extra-record evidence might show, the Proposed Order contradicts its own terms.[24] The evidence the Proposed Order surmises must exist could have been presented by either Subsequent Gosling Applicant or NVE but was not.[25] If such evidence does not exist, then there is no basis for the Proposed Order's finding. Either way, on this score, the Proposed Order is unsupported by the record evidence. No witness testified to what Subsequent Gosling Applicant's Rule 9 Agreements provide or what NVE or Subsequent Gosling Applicant contemplated when they contracted, and no exhibit reflects the terms of Subsequent Gosling Applicant's agreements.

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[24] See Proposed Order ¶ 85 ("The Commission's determinations herein are confined to the facts presented in the Petition and to the rights and obligations of Reno Power and [NVE] under Rule 9 and the Rule 9 Agreements.").

[25] Proposed Order at ¶ 85 ("The Commission does not in this Order determine the rights or obligations of the Subsequent Gosling Applicant under its own Rule 9 agreement with Sierra, which is not in the record.").

Again, Reno Power's Petition does not seek to modify Subsequent Gosling Applicant's agreements. However, to make findings as to when Subsequent Gosling Applicant's load might materialize at Gosling, the Commission must reopen these proceedings to take evidence as to what those agreements say. Otherwise, such findings are unsupported by any record evidence.

2. Further Suggested Correction to Paragraph 96

Paragraph 96, starting with "Reno Power's equity argument" and continuing throughout the paragraph, should be stricken. To the extent the Commission wishes to make findings as to when Subsequent Gosling Applicant's load will materialize at Gosling, Reno Power requests that the Commission reopen this proceeding to take evidence on the terms of Subsequent Gosling Applicant's Rule 9 Agreements, rather than resting findings on assumptions about a contract that is not in the record.

E. Paragraph 97 Makes Findings Regarding Subsequent Gosling Applicant's Knowledge and Awareness Without Record Evidence.

1. Grounds for Exception to Paragraph 97

The Proposed Order finds that "Subsequent Gosling Applicant is also a sophisticated business entity with extensive experience interconnecting large loads to NV Energy's system" thus was "aware of the mechanisms for refunding advances pursuant to Rule 9.C.6" and therefore "knew that such a disclosure [of its confidential load characteristics] was probable and elected to proceed nonetheless."

None of that—the sophistication of Subsequent Gosling Applicant, its experience interconnecting loads of any size with NV Energy's system, or the size of its historic interconnection requests—is supported by *any* record evidence. Moreover, Subsequent Gosling Applicant produced no documents, and no Subsequent Gosling Applicant witness provided any testimony. Without record evidence, the Commission cannot make findings as to Subsequent Gosling Applicant's knowledge or awareness of any fact, much less base the findings of Paragraph 97 on those suppositions.

This proceeding is not a party-specific dispute for which resolution turns on the sophistication of the entities involved. Reno Power's Petition seeks a Declaratory Order or Advisory Opinion clarifying how Rule 9.A.16.d.2 applies, as a general matter, to Proportionate Share Allocations for subsequent interconnections. Accordingly, whether Subsequent Gosling Applicant—or any other party—is "sophisticated" has no bearing on the proper construction of the Rule. Yet the "sophistication" of the parties is the sole premise on which the Proposed Order's conclusion regarding the equities of applying Rule 9 to deny Reno Power any Proportionate Share Allocation relies. Staff's witness conceded that the proportionate share framework "reflects some kind of fairness that isn't there in the rule for HVD facilities inside an MPC."[26] Staff's acknowledgment, together with the Proposed Order's own recognition that the MPC framework is "not an exact fit" for data center campuses, conflict with the Proposed Order's conclusion that Reno Power's "sophistication" precludes Reno Power's equitable arguments.

2. Suggested Correction to Paragraph 97

Portions of Paragraph 97, starting with "Moreover" and continuing throughout the remainder of the paragraph should be stricken.

F. Footnote 1 Erroneously Imposes a Prospective Requirement for Deviations Not Found in the Text, and is in Conflict with Paragraph 98

1. Grounds for Exception

Rule 9.A.28.a concerns "Disputes" which necessarily arise after agreements are signed. Rule 9.A.28.b concerns "Deviations" which must be submitted "to the Commission to review and approve." Footnote 1 of the Proposed Order collapses those separate provisions, finding that since Reno Power did not submit a request for Deviation before signing its Rule 9 Agreements, it cannot now invoke the Disputes provision. But Reno Power's Petition *does not seek* a Deviation under Rule 9.A.28.b. Instead, Reno Power invoked Rule 9.A.28.a.3 because NVE's interpretation and application of Rule 9 in these circumstances is "impractical, inequitable or otherwise inappropriate[.]" *See* Rule 9.A.28.a.3.

[26] Hrg. Tr. at 85:5–7 (Cameron).

The Proposed Order, Paragraph 98, acknowledges that Rule 9's MPC framework "is not an exact fit for data center campuses." NVE has described this situation as novel.[27] The Commission itself has described NVE's application of Rule 9 to large-load MPCs like Reno Power as "clunky[,]" and it was Staff who first suggested Rule 9.A.28 at the March 27, 2026 Hearing.[28] Footnote 1's restraints are illusory; Rule 9.A.28.a.3 holds the key: the Commission is empowered to grant "appropriate relief" that does not require Reno Power to have submitted a request for Deviation.

The Proposed Order's premise that a deviation should have been sought at execution also fails on the facts. A party seeks a deviation when it believes a tariff rule does not permit contract terms that party wants. As discussed above, NVE *confirmed* Reno Power's entitlement to a refund without treating the SHVD Agreement as requiring amendment, or a deviation. Section 12.3(A) provides that "[i]f a Rule 9 applicant attaches to the Project, pursuant to Rule 9, Section A.16, Applicant shall be entitled to a Proportionate Share Refund." Rule 9 itself draws the line the Proposed Order overlooks. Rule 9.A.28.b.2 provides that:

> Deviations are distinct and different from Utility's applied practices and administration of Rule 9 that are consistent with, but not directly specified in Rule 9.

NVE's interpretation of Section 12.3(A) in 2024 is administration of NVE's applied practice, not a deviation from it. A deviation request under Rule 9.A.28.b presupposes a departure known at the time of contracting. Yet the Proposed Order improperly faults Reno Power for not seeking approval of a departure that NVE, by its own account, was not requesting from the Commission. In doing so, the Proposed Order suggests that, when contracting with NVE, customers cannot rely on the parties' mutually agreed interpretation that a provision is harmonious with Rule 9 and must instead check NVE's work by initiating clarification proceedings to seek declaratory relief when there is no dispute among the counterparties. That is fundamentally inconsistent with the equities at play here.

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[27] Corrected Petition at Ex. 5, Yocom July 18, 2025 Email; *see also* Ex. 2C to Post Hearing Brief (Hrg. Tr.) at 67: 11-12 ("Reno Power is the first large user high-voltage master plan community that we've had.").

[28] Post Hearing Brief Ex. 2c (Hrg. Tr.) at 67:2-19 (Yocom); *id* at 91: 1-23 (Cameron).

2. Suggested Correction to Footnote 1 and Paragraph 98.

Footnote 1 should be stricken and Paragraph 98 should be revised to reflect acknowledgment of the Commission's authority to grant "appropriate relief" where NVE's interpretation of Rule 9 is "impractical, inequitable or otherwise inappropriate[.]"

Furthermore, Paragraph 98's directive that NVE "discuss with the parties a data-center-campus MPC rule framework and report back to the Commission" is too narrow, and too vague to compel NVE to any real action. The circumstances giving rise to this dispute—a subsequent applicant interconnecting to MPC-funded HVD facilities to serve load outside the MPC boundary—are not unique to data center campuses; the same issue can arise for large-load customers of any kind. Reno Power requests that the Commission revise the Proposed Order and direct NV Energy to file, no later than November 2, 2026, in Docket Nos. 26-03009 and 26-03010, a specific proposal addressing how to resolve the Rule 9 ambiguities identified in this proceeding, framed as a large-load MPC rule framework rather than one limited to data center campuses, for consideration at the November 17, 2026 workshop in those dockets. A dated filing is necessary here because NV Energy's regular comments and proposed alternatives in those dockets are due September 17, 2026—the same day this Order would be adopted—leaving no other mechanism to ensure the ambiguities raised here are squarely addressed before the next substantive milestone. Reno Power further requests that the Commission adopt a policy statement that any revised rules must, to the extent feasible, treat similarly situated customers on a consistent and equal basis.

3. Suggested Correction to Footnote 2

Footnote 2 presupposes that Reno Power was required to submit a request for Deviation under Rule 9.A.28.b.1 to request relief under the Disputes provision in Rule 9.A.28.a.3. For the reasons explained above, that premise is inconsistent with the text of Rule 9 and Footnote 2 should therefore be stricken.

4. Suggested Corrections to Paragraph 96

Paragraph 96 states that "if Reno Power and [NVE] wanted an enforceable deviation from Rule 9, they should have requested approval of such a deviation, prospectively, from the Commission, pursuant to Rule 9.A.28.b." Paragraph 96's statement that "Reno Power cannot claim surprise at a plain-text interpretation" of Rule 9.A.28.a.3 likewise relies on the same faulty premise—that Reno Power is requesting a Deviation. However, no party is requesting a Deviation. Therefore, the language from Paragraph 96 identified in this Subsection should be stricken.

G. Reno Power Requests that the Recited Factual Record Be Corrected.

The Proposed Order contains several recitations of the factual record that are incorrect, either in whole or in part. Reno Power requests the Commission make the following corrections.

1. Paragraph 24

Paragraph 24 states that "no portion of Reno Power's line extension is located outside of the MPC." That statement, drawn from Subsequent Gosling Applicant's post hearing brief (where it was presented without citation) is unsupported by the record. It is also factually inaccurate. The SHVD Agreement's own cost schedule, Exhibit B-1 itemizes a 345 kV line fold connecting Gosling to NVE's existing transmission line, infrastructure that necessarily originates outside the Peru Shelf MPC boundary.[29] The language from Paragraph 24 quoted above should therefore be stricken.

A similar error appears in Paragraph 90, which states that: "no portion of the facilities for which Reno Power paid and to which a Proportionate Share Allocation could apply is located outside the MPC." This language should likewise be stricken.

2. Paragraph 27

Paragraph 27 states that "there was no other subsequent applicant at the time that Reno Power signed its Rule 9 Agreement[.]" Public documents from the 2024 IRP show that, at the time Reno Power signed its Rule 9 Agreements, Subsequent Gosling Applicant's load was studied and

[29] 2026.02.09 Corr. Petition at Ex. 2C (SHVD Agreement Ex. B-1).

contracted to be served by interconnection at Naniwa.[30] Subsequent Gosling Applicant depended on the study and queue position for its Naniwa load, yet changed its point of delivery to Gosling. Therefore, Paragraph 27 is either misleading or incorrect. Paragraph 27's error is not merely one of fact, but illustrates why the Proposed Order's timing requirement cannot work. NVE studies and contracts with each applicant separately and does not share one applicant's identity, load, or agreement with another; Ms. Yocom confirmed that NVE does not disclose customer-specific information to third parties and treats load ramps of large users as confidential.[31] A Rule 9 applicant cannot seek Commission approval at execution for a proration keyed to a customer it is not permitted to know about, which is why Rule 9.C.4.a.2(a) measures allocated capacity at Construction Complete rather than at signing.

It would be accurate to say that "Reno Power was not aware of Subsequent Gosling Applicant's intent to take delivery of service at a facility other than Naniwa at the time Reno Power signed its Rule 9 Agreements." Paragraph 27 should be revised accordingly, or the language quoted above should be stricken.

3. Paragraph 36

Paragraph 36 credits NVE's argument that "Reno Power's project itself benefits from system facilities that Reno Power did not fund[.]" However, the Proposed Order does not address Reno Power's rebuttal of that argument. Mr. Bartlett testified that the upstream facilities Ms. Yocom identified "were already contemplated and approved as utility network investments prior to Reno Power executing any Rule 9 agreement," and that those facilities "are fundamentally different from specific customer-funded pioneer investments which are the subject of this petition."[32] He further testified that, had Reno Power connected to facilities funded by a prior

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[30] See RP's Reply Brief at 13, n.54; Docket No. 24-05041, Compliance Filing of NV Energy, September 5, 2025 ("As amended, the Companies' Rule 9 Agreement with the customer does not require construction of the Naniwa Switching Station. Accordingly, the Companies will not proceed with the construction of the Naniwa Switching Station.").

[31] Hrg. Tr. at 28:17-29:3 (Yocom) ("we do not share customer-specific information with third parties"); *id.* at 59:15-19 (Yocom) (load ramps and megawatt usage of large users are "confidential proprietary information"); *see also id.* at 13:7-13 (Bartlett) (Reno Power has never seen Subsequent Gosling Applicant's agreement).

[32] 2026.02.24 Bartlett Rebuttal Testimony at 8:13-21 (Q&A 12); *see also* RP's Post Hrg. Brief at 13:9-12.

customer, Reno Power would have been required to pay a Proportionate Share, which "highlights a distinct asymmetry in NV Energy's proposed application of proportionate share."[33]

Reno Power's rebuttals to NVE's arguments recited in Paragraph 36 should be acknowledged, or else Paragraph 36 should be stricken.

4. Paragraph 43

Paragraph 43 states that the Commission approved construction of Gosling in "NV Energy's 20**25** Integrated Resource Plan, Docket No. 24-05041." Docket No. 24-05041 is NV Energy's 20**24** Joint Integrated Resource Plan. Reno Power requests that the reference be corrected accordingly.

5. Paragraph 65

The Proposed Order does not address Reno Power's arguments that it recites in Paragraph 65. Reno Power argued that Rule 9.C.4.a.2(a) dictates that only once construction is completed should NVE measure whether Gosling is an HVD facility that is "required principally for the purpose of providing service to a MPC Project[.]"[34] Reno Power requests that the Proposed Order address Rule 9.C.4.a.2(a) in lieu of the findings in Paragraph 93 of the Proposed Order, which impose extra-textual temporal restrictions regarding when to determine whether Rule 9.C.4.b(3) applies.

6. Paragraph 70

Paragraph 70 contains a typo in the second clause ("**Reo** Power's Total Costs") which should be corrected to read "Reno Power's Total Costs[.]"

IV. CONCLUSION

For the foregoing reasons, Reno Power respectfully requests that the Commission revise the Proposed Order consistent with these Exceptions, including: (1) revising Paragraph 93 to find that Rule 9.C.4.b.3 contains no precondition tied to NVE's knowledge of the identity of any

[33] *Id.*
[34] *See* 2026.02.24 Bartlett Rebuttal Testimony at 9-10.

outside-MPC customer at the time the SHVD Agreement was drafted, and conforming Paragraph 94 and Ordering Paragraph 2 accordingly; (2) revising Paragraphs 88 through 91 to find that Rule 9.A.16.d.2 is ambiguous as applied to a subsequent applicant that connects to an MPC-funded HVD to serve load outside the MPC, or in the alternative holding a hearing on that excepted matter; (3) striking those portions of Paragraphs 96 and 97 that are contradicted by or unsupported by record evidence; (4) striking Footnotes 1 and 2; and (5) making the factual corrections and clarifications identified herein.

Respectfully submitted: September 10, 2026.

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CERTIFICATE OF SERVICE

Pursuant to NAC 703.615, I hereby certify that I have this day served the foregoing document upon all parties of record in this proceeding by electronic service to:

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Dated September 10, 2026.

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