

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

Application of Nevada Power Company d/b/a NV)	
Energy, filed under Advice Letter No. 496, to revise)	
Tariff No. 1-B to implement Market Price Energy)	
Schedule No. MPE to allow eligible customers to)	Docket No. 19-10011
receive bundled electric service, reflecting the market)	
price of energy, using energy resources that will not)	
subject the customer to the imposition of an impact)	
fee.)	

Application of Nevada Power Company d/b/a NV)	
Energy for approval of an Energy Supply Agreement)	Docket No. 19-10012
with LV Stadium Events Company, LLC and LVR)	
Real Property, LLC.)	

At a general session of the Public Utilities
Commission of Nevada, held at its offices
on January 29, 2020.

PRESENT: Chair Hayley Williamson
 Commissioner C.J. Manthe
 Assistant Commission Secretary Trisha Osborne

ORDER

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

I. INTRODUCTION

On October 16, 2019, Nevada Power Company d/b/a NV Energy (“NPC”) filed with the Commission an Application, designated as Docket No. 19-10011, under Advice Letter No. 496, to revise Tariff No. 1-B to implement Market Price Energy Schedule No. MPE to allow eligible customers to receive bundled electric service, reflecting the market price of energy, using energy resources that will not subject the customer to the imposition of an impact fee.

Also on October 16, 2019, NPC filed with the Commission an Application, designated as Docket No. 19-10012, for approval of an Energy Supply Agreement (the “ESA”) with LV Stadium Events Company, LLC and LVR Real Property, LLC (“LV Stadium”).

On January 6, 2020, NPC, LV Stadium, the Nevada Bureau of Consumer Protection (“BCP”), and the Regulatory Operations Staff of the Commission (“Staff” collectively, the “Parties”) filed a Stipulation, attached hereto as Attachment 1, resolving Docket No. 19-10011 in its entirety.

Also on January 6, 2020, the Parties filed a Stipulation, attached hereto as Attachment 2, resolving Docket No. 19-10012 in its entirety.

II. SUMMARY

The Commission accepts the Stipulations, attached hereto as Attachments 1 and Attachment 2, and grants NPC’s Applications, as modified by the respective Stipulations.

III. PROCEDURAL HISTORY

- On October 16, 2019, NPC filed its Application, designated as Docket No. 19-10011, under Advice Letter No. 496, to revise Tariff No. 1-B to implement Market Price Energy Schedule No. MPE to allow eligible customers to receive bundled electric service, reflecting the market price of energy, using energy resources that will not subject the customer to the imposition of an impact fee.
- Also on October 16, 2019, NPC filed its Application, designated as Docket No. 19-10012, for approval of an ESA with LV Stadium.
- NPC filed the Applications in accordance with the Nevada Revised Statutes (“NRS”) and the Nevada Administrative Code (“NAC”), Chapters 703 and 704, including, but not limited to, NRS 704.100, NAC 703.400, and NAC 703.535.
- Staff participates as a matter of right pursuant to NRS 703.301.
- On October 21, 2019, the Commission issued a Notice of Application in each of these Dockets.
- On October 21, 2019, the Commission issued a Notice of Prehearing Conference in each of these Dockets.
- On October 22, 2019, the BCP filed a Notice of Intent to Intervene pursuant to Chapter 228 of the NRS in Docket No. 19-10011.
- On October 24, 2019, BCP filed a Notice of Intent to Intervene pursuant to Chapter 228 of the NRS in Docket No. 19-10012.
- On October 30, 2019, LV Stadium filed a petition for leave to intervene (“PLTI”) in each of these Dockets.

- On November 7, 2019, Staff filed a Motion in Docket No. 19-10011 for an Order Requiring NPC to Amend its Filing (“Motion”).
- On November 14, 2019, the Hearing Officer held a prehearing conference in each of these Dockets in accordance with NAC 703.655. The Parties attended each prehearing conference. The Parties agreed that the DocketNos. 19-10011 and 19-10012 should be consolidated for hearing purposes. The Parties briefly discussed the Motion¹ and agreed to a continued prehearing conference.
- On November 15, 2019, NPC and LV Stadium filed Responses to the Motion in Docket No. 19-10011.
- On November 18, 2019, the Hearing Officer issued a procedural order consolidating Docket Nos. 19-10011 and 19-10012 for hearing purposes, as well as orders granting LV Stadium’s PLTIs in each of these Dockets.
- On November 22, 2019, Staff filed a Reply to NPC and LV Stadium’s Responses to the Motion.
- On December 2, 2019, the Hearing Officer held a continued prehearing conference in accordance with NAC 703.655. The Parties attended the prehearing conference. The Parties agreed on a procedural schedule. The hearing Officer continued the prehearing conference until December 19, 2019.
- On December 2, 2019, the Hearing Officer issued Procedural Order No. 2 setting forth a procedural schedule.
- On December 2, 2019, the Commission issued a Notice of Hearing,
- On December 19, 2019, the Hearing Officer held a continued prehearing conference. The Hearing Officer excused the Parties from appearing and continued the prehearing at the request of the Parties.
- On January 6, 2020, the Parties filed the Stipulations.
- On January 6, 2020, the Hearing Officer held a continued prehearing conference. The Parties made appearances and discussed the Stipulations. At the conclusion of the prehearing conference, the Hearing Officer granted an oral motion to accept Exhibit Nos. 1-5 and Confidential Exhibits C-1 and C-2 into the record pursuant to NAC 703.730.

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¹ BPC orally responded to Staff’s Motion expressing support for the positions taken by Staff in the Motion. (Docket No. 19-10011, Nov. 14, 2019, Prehearing Tr. at 10.)

IV. STIPULATIONS

Parties' Position

Docket No. 19-10011

1. The Parties recommend that the Commission Approve Advice Letter No. 496 and the revised Tariff No. 1-B (attached to the Stipulation) to implement Market Price Energy Schedule No. MPE. (Ex. 4 at 3.)

2. Schedule No. MPE generally provides that the schedule is applicable to all non-residential service customers demonstrating that they have an average annual load of one megawatt or more, are not a fully bundled retail customer of NPC, and have been approved by the Commission to purchase energy, capacity, and ancillary services from a provider of new electric resources under NRS chapter 704B, without the imposition of an impact fee, and are approved by the Commission to take service under Schedule No. MPE. Schedule No. MPE is not applicable to customers that currently receive fully bundled electric service from NPC, or to customers that currently receive energy, capacity, or ancillary services from a provider of new electric resources pursuant to NRS Chapter 704B. Schedule No. MPE also specifies the rates and charges that a customer receiving service under the schedule will be subject to. The energy charge specific to a customer taking service under Schedule No. MPE will be specified in an energy supply agreement between NPC and the customer. An energy supply agreement must be approved by the Commission for a customer to take service under Schedule No. MPE. (Ex. 4 at Ex. A.)

Docket No. 19-10012

3. The Parties recommend that the Commission find that the ESA is in the public interest for the following reasons:

- The ESA is consistent with the legislative and policy objectives of the State of Nevada by supporting the development of renewable resources and the reduction of carbon emissions; and
- The ESA provides for a “Customer Margin Benefit” that provides monetary benefit to other customers as a result of the transaction. The Parties agree that any portion of this benefit that goes to NPC is subject to the terms and conditions of the “Earnings Sharing” approved in Docket No. 17-06003. (Ex. 5 at 3.)

4. The Parties further recommend that the Commission approve the ESA subject to the following conditions:

- Although the Las Vegas Raiders administrative facilities and practice facility, located in Henderson, Nevada (“Practice Facilities”) were not included in the Application of LV Stadium to purchase energy, capacity, and ancillary services from a provider of new electric resources as required under Schedule No. MPE, the Parties agree that this requirement shall be waived for the Practice Facilities and that the Practice Facilities are eligible to receive service under Schedule No. MPE.
- The Practice Facilities shall be subject to all current and future public program costs required to be paid under applicable law or order of the Commission, including the Renewable Base Tariff Energy Rate (“R-BTER”), as calculated based upon the Power Purchase Agreement as specified in Docket No. 18-06008, October 31, 2018, Order, Ordering Paragraph 121 for the term of twenty years, the Renewable Energy Program Rate (“REPR”), the Temporary Renewable Energy Development charge (“TRED”), the Energy Efficiency rate (“EE”), the

Universal Energy Charge (“UEC”), and the Economic Development Rate Rider (“EDRR”).

- Allegiant Stadium, located at 3333 Al Davis Way, Las Vegas, Nevada (the “Stadium”) shall be required to pay the EDRR consistent with the February 1, 2019, Order in Docket No. 18-09003, as well as any other public program cost required to be paid under applicable law or order of the Commission, provided, however, consistent with its approved application in Docket No. 18-09003 and the Raiders Facilities ESA, the Stadium shall not be required to pay the R-BTER, REPR, TRED, and EE.
- If LV Stadium decides to exercise the option under NRS Chapter 704B to apply to take service from an alternative provider of new electric resources, LV Stadium shall provide the signatories to the Stipulation in Docket No. 19-10012 no less than 90-days’ notice prior to filing its application pursuant to NRS Chapter 704B.
- The Customer Margin Benefits to be split 80 percent benefit to NPC’s other bundled customers and the remaining 20 percent benefit to NPC. NPC’s 20 percent share of the Customer Margin Benefit is subject to the terms and conditions of the “Earnings Sharing” approved in Docket No. 17-06003. (Ex. 5 at 3-4.)

Commission Discussion and Findings

5. The Commission finds that the Stipulations comply with the requirements of NAC 703.845, in that they settle only issues relating to the instant proceedings and do not seek relief the Commission is not otherwise empowered to grant. The Stipulations are a consensus resolution of the issues pursuant to the Parties’ negotiations and are reasonable recommendations

and resolutions of the issues in this proceeding. Therefore, the Commission accepts the Stipulations.

6. All arguments of the Parties 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 Stipulations, but not expressly addressed herein, are either agreements by the Parties regarding matters non-essential to the disposition of these Dockets, or are recommendations for specific findings that do not require delineation given the Commission's acceptance of the Stipulations and corresponding approval of the Applications.

THEREFORE, it is ORDERED:

1. The Stipulation filed by Nevada Power Company d/b/a NV Energy; LV Stadium Events Company, LLC and LVR Real Property, LLC; the Nevada Bureau of Consumer Protection; and the Regulatory Operations Staff of the Commission in Docket No. 19-10011, attached hereto as Attachment 1, is ACCEPTED.

2. The Application of Nevada Power Company d/b/a NV Energy designated as Docket No. 19-10011 is GRANTED as modified by the Stipulation.

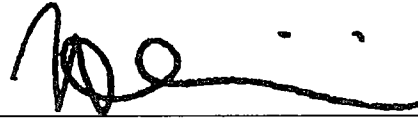
3. The Stipulation filed by Nevada Power Company d/b/a NV Energy; LV Stadium Events Company, LLC and LVR Real Property, LLC; the Nevada Bureau of Consumer Protection; and the Regulatory Operations Staff of the Commission in Docket No. 19-10012, attached hereto as Attachment 2, is ACCEPTED.

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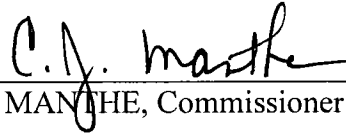
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4. The Application of Nevada Power Company d/b/a NV Energy designated as Docket No. 19-10012 is GRANTED as modified by the Stipulation.

By the Commission,




HAYLEY WILLIAMSON, Chair



C.J. MANTHE, Commissioner

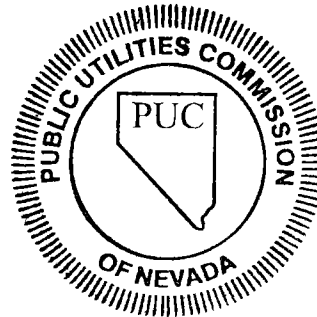
Attest:



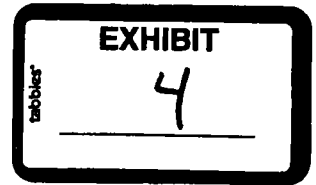
TRISHA OSBORNE,
Assistant Commission Secretary

Dated: Carson City, Nevada

1/30/20
(SEAL)



ATTACHMENT 1



January 6, 2020

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

RE: **Docket No. 19-10011** – Application of Nevada Power Company d/b/a NV Energy, filed under Advice Letter No. 496, to revised Tariff No. 1-B to implement Market Price Energy Schedule No. MPE to allow eligible customers to receive bundled electric service, reflecting market price of energy, using energy resources that will not subject the customer to the imposition of an impact fee.

Dear Ms. Osborne:

Enclosed for filing please find the Stipulation resolving all issues in the above-referenced docket.

If you have any questions about this filing, please do not hesitate to contact me at 775-834-5692 or mgreene@nvenergy.com.

Respectfully submitted,

/s/ Michael Greene
Michael Greene
Deputy General Counsel

1 **BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA**

2 Application of Nevada Power Company d/b/a)
3 NV Energy, filed under Advice Letter No. 496,)
4 to revise Tariff No. 1-B to implement Market)
5 Price Energy Schedule No. MPE to allow)
6 eligible customers to receive bundled electric)
7 service reflecting the market price of energy,)
8 using energy resources that will not subject the)
9 customer to the imposition of an impact fee. /

Docket No. 19-10011

8 **STIPULATION**

9 Pursuant to Nevada Administrative Code ("NAC") §§ 703.750 and 703.845, Nevada
10 Power Company, d/b/a NV Energy ("NV Energy" or "Company"), the Regulatory Operations
11 Staff ("Staff") of the Public Utilities Commission of Nevada ("Commission"), the Office of
12 the Attorney General's Bureau of Consumer Protection ("BCP"), and LV Stadium Events
13 Company, LLC, and LVR Real Property, LLC (collectively "LV Stadium"), each individually
14 a "Signatory" and together the "Signatories," enter this Stipulation to resolve all issues related
15 to the Company's application filed under Advice Letter No. 496, to revise Tariff No. 1-B to
16 implement Market Price Energy Schedule No. MPE ("Advice Letter").

17 **SUMMARY OF STIPULATION**

18 The Signatories agree this Stipulation provides a reasonable resolution of issues raised
19 in the Advice Letter and that the Stipulation is in the public interest.

20 The Stipulation only settles issues related to this docket. The Stipulation only seeks
21 relief the Commission is empowered to grant. Accordingly, the Signatories recommend the
22 Commission accept the Stipulation, and grant certain requests for relief made by the Company
23 in its Advice Letter.

24 **RECITALS**

25 1. On October 16, 2019, the Company filed an Application with the Commission,
26 designated as Docket No. 19-10011, under Advice Letter No. 496, to revise Tariff No. 1-B to
27 implement Market Price Energy Schedule No. MPE to allow eligible customers to receive
28

1 bundled electric service, reflecting the market price of energy, using energy resources that will
2 not subject the customer to the imposition of an impact fee.

3 2. The Company filed the Applications in accordance with the Nevada Revised
4 Statutes ("NRS") and the Nevada Administrative Code ("NAC"), Chapters 703 and 704,
5 including, but not limited to, NRS 704.100, NAC 703.400, and NAC 703.535.

6 3. On October 21, 2019, the Commission issued a Notice of Application.

7 4. On October 21, 2019, the Commission issued a Notice of Prehearing
8 Conference.

9 5. Pursuant to NRS 703.301 Staff participates in this proceeding as a matter of
10 right.

11 6. On October 22, 2019, the BCP filed a Notice of Intent to Intervene and
12 participates as a matter of right pursuant to NRS 228.360.

13 7. On October 30, 2019, LV Stadium filed a petition for leave to intervene
14 ("PLTI").

15 8. On November 14, 2019, the Hearing Officer held a prehearing conference in
16 accordance with NAC 703.655. The Company, LV Stadium, BCP, and Staff (collectively, the
17 "Parties") made appearances. The Parties agreed that Dockets Nos. 19-10011 and 19-10012
18 should be consolidated for hearing purposes. The Parties also agreed to a continued prehearing
19 conference.

20 9. On November 18, 2019, the Hearing Officer issued a procedural order
21 consolidating Docket Nos. 19-10011 and 19-10012 for hearing purposes, as well as orders
22 granting LV Stadium's PLTI.

23 10. On December 2, 2019, the Hearing Officer held a continued prehearing
24 conference in accordance with NAC 703.655. The Parties attended the prehearing conference
25 and agreed on a procedural schedule.

26 11. LV Stadium, Staff and BCP have investigated the Advice Letter, conducted
27 analysis of the Company's requests and made recommendations to revise Tariff No. 1-B to
28

1 implement Market Price Energy Schedule No. MPE. The revised Tariff No. 1-B is included
2 with the Stipulation as Exhibit A.

3 12. NV Energy, LV Stadium, Staff and BCP agree to enter into the Stipulation with
4 the understanding that the number of customers eligible to receive power under Schedule MPE
5 is likely very limited.

6 13. This Stipulation resolves all issues related to the Advice Letter in the above-
7 referenced docket.

8 **AGREEMENT OF THE SIGNATORIES**

9 NOW THEREFORE, in light of the foregoing considerations, the Signatories agree and
10 recommend that the Commission approve Advice Letter No. 496 and revised Tariff No. 1-B
11 to implement Market Price Energy Schedule No. MPE.

12 **GENERAL PROVISIONS**

13
14 A. This Stipulation shall not serve as precedent for the resolution of any
15 issue in the future by the Commission, with the exception of the matters enumerated herein
16 and the findings that follow.

17 B. In accordance with NAC § 703.845, this Stipulation settles only issues
18 relating to the present proceeding and seeks relief that the Commission is empowered to grant.

19 C. This Stipulation is entered into for the purpose of resolving all the issues
20 in this Docket by and among the signatories as set forth above. This Stipulation is made upon
21 the express understanding that it constitutes a negotiated settlement. The provisions of this
22 Stipulation are not severable.

23 D. This Stipulation represents a compromise of the positions of the
24 Signatories. As such, conduct, statements and documents disclosed in the negotiation of this
25 Stipulation shall not be admissible as evidence in this Docket or any other proceeding. Except
26 as set forth herein, neither this Stipulation, nor its terms, nor the Commission's acceptance or
27 rejection of the terms contained in this Stipulation shall have any precedential effect in future
28

1 proceedings.

2 E. This Stipulation may be executed in one or more counterparts, all of
3 which together shall constitute the original executed document. This Stipulation may be
4 executed by Signatories by electronic transmission, which signatures shall be as binding and
5 effective as original signatures.

6 This Stipulation is entered into by each Signatory as of the date entered below:

7
8 NEVADA POWER COMPANY
d/b/a NV ENERGY

9 Jan 6, 2020
10 Date

11 
By: Michael Greene, Esq.
Deputy General Counsel

12
13 REGULATORY OPERATIONS STAFF OF
THE PUBLIC UTILITIES COMMISSION OF
NEVADA

14 1/6/20
15 Date

16 
By: Meredith Barnett, Esq.
Assistant Staff Counsel

17
18 BUREAU OF CONSUMER PROTECTION

19
20 Date

21 By: Michael Saunders, Esq.
Senior Deputy Attorney General

22
23 LV STADIUM EVENTS COMPANY, LLC and
LVR REAL PROPERTY, LLC

24 JAN 6, 2020
25 Date

26 
By: Curt R. Edford, Esq.
Davison Van Cleve, P.C.

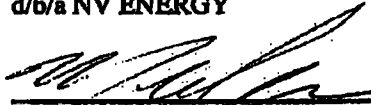
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5 effective as original signatures.

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7 NEVADA POWER COMPANY
8 d/b/a NV ENERGY

9 Jan 6, 2020
10 Date

11 
12 By: Michael Greene, Esq.
13 Deputy General Counsel

14 REGULATORY OPERATIONS STAFF OF
15 THE PUBLIC UTILITIES COMMISSION OF
16 NEVADA

17 Date

18 By: Meredith Barnett, Esq.
19 Assistant Staff Counsel

20 BUREAU OF CONSUMER PROTECTION

21 1-6-2020
22 Date

23 
24 By: Michael Saunders, Esq.
25 Senior Deputy Attorney General

26 LV STADIUM EVENTS COMPANY, LLC and
27 LVR REAL PROPERTY, LLC

28 JAN. 6, 2020
Date

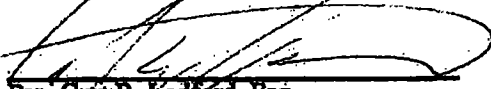
29 
30 By: Curt R. Ledford, Esq.
31 Davison Van Cleve, P.C.

EXHIBIT A

NEVADA POWER COMPANY dba NV Energy
P.O. Box 98910
Las Vegas, NV 89151-001
Tariff No. 1-B

Cancels

Tariff No. 1-A (withdrawn)

Original

Cancelling

PUCN Sheet No. 36Z(16)

PUCN Sheet No. _____

Schedule No. MPE
MARKET PRICE ENERGY

(N)

APPLICABLE

This market price energy rate schedule is applicable to all non-Residential Service Customers demonstrating that they will have an average annual load of one megawatt or more, are not a fully bundled retail customer of the Utility, and have been approved by the Commission to purchase energy capacity and ancillary services from a provider of new electric resources under NRS Chapter 704B, without the imposition of an impact fee, and are approved by the Commission to take service under this market price energy rate schedule. This market price energy rate schedule is not applicable to Customers that currently receive fully bundled electric service from the Utility, or to Customers that currently receive energy, capacity, or ancillary services from a provider of new electric resources pursuant to NRS Chapter 704B.

TERRITORY

Entire Nevada service territory, as specified.

RATES

A. A Customer receiving service under this schedule will pay the following rates and charges:

1. The BTGR of the otherwise applicable rate schedule of the Customer, with the cost of generation capacity and energy supply removed through bill credits.
2. A demand charge, if applicable, under the otherwise applicable rate schedule.
3. A facilities charge, if applicable, under the otherwise applicable rate schedule.
4. The BSC of the otherwise applicable rate schedule.

(N)

(Continued)

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NEVADA POWER COMPANY dba NV Energy
P.O. Box 98910
Las Vegas, NV 89151-001
Tariff No. 1-B

Cancels

Tariff No. 1-A (withdrawn)

Original

Cancelling

PUCN Sheet No. 36Z(16)

PUCN Sheet No. _____

Schedule No. MPE
MARKET PRICE ENERGY
(Continued)

(N)

RATES (continued)

5. The UEC as described in Special Condition 1.
 6. Franchise Fees, Taxes and Mill Assessment that are assessed under the otherwise applicable rate schedule.
 7. Public Program Costs pursuant to any applicable law or order of the PUCN.
 8. An energy charge as specified in an Energy Supply Agreement between the Utility and the Customer.
- B. A Customer receiving service under this schedule will not pay the following rates and charges unless otherwise ordered by the Commission:
1. The Net-BTER and DEAA.
 2. The REPR, TRED, EE and any other public policy costs if the Customer has a Commission order exempting the Customer from paying these costs.

SPECIAL CONDITIONS

1. **UEC.** The Universal Energy Charge (UEC), pursuant to NAC 702.150 through 702.450, will go to fund the Nevada fund for energy assistance and conservation. Under certain circumstances, Customers will be refunded amounts paid in excess of \$25,000 per calendar quarter. The Commission will administer the collection of the UEC, certify exemptions, and administer refunds. Exemptions are generally kWh sold to:
 - a) Any governmental agency, including the State of Nevada and any political subdivision thereof, and
 - b) Any Customer using electrolytic-manufacturing processes.

Except as provided above, all kWh sold are subject to the charge. The UEC is not subject to the charges applicable under the Special Supplementary Tariff.

2. **Rights and Obligations.** The rights and obligations of the parties with respect to the supply of energy will be specified in an Energy Supply Agreement.

(Continued)

(N)

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NEVADA POWER COMPANY dba NV Energy
P.O. Box 98910
Las Vegas, NV 89151-001
Tariff No. 1-B

Cancels

Tariff No. 1-A (withdrawn)

Original

Cancelling

PUCN Sheet No. 36Z(16)

PUCN Sheet No. _____

Schedule No. MPE
MARKET PRICE ENERGY
(Continued)

(N)

SPECIAL CONDITIONS (continued)

3. **Energy Supply Agreement.** The Energy Supply Agreement must be approved by the Commission.

The Energy Supply Agreement shall:

- a. Be in the public interest;
- b. Provide for payment by the Customer of the Utility's incremental cost in procuring the energy;
- c. Provide a contribution to the Utility's fixed transmission and distribution costs;
- d. Not impair the reliability of the Utility's system or the Utility's ability to provide electric service to its other customers;
- e. Include other terms and conditions related to the respective rights and obligations of the Utility and Customer to take service under this schedule;
- f. Identify the basis for the calculation of the price of energy; and
- g. Be the same term as the underlying renewable resource unless otherwise specified and explained in the Energy Supply Agreement.

4. **Termination.** The termination rights of the Customer and the Utility will be specified in an Energy Supply Agreement.

5. **RPS Compliance.** For every Customer that takes service under this schedule, the Utility shall retire portfolio energy credits in compliance with the RPS. The Utility shall retain the difference between the amount of portfolio energy credits procured pursuant to the Energy Supply Agreement and the RPS, unless as specified otherwise under the terms and conditions of the Energy Supply Agreement between the Customer and the Utility.

DEFINITIONS

For purposes of this Schedule No. MPE, the following definitions apply.

- A. BSC: The Basic Service Charge, which is approved by the Commission.
- B. BTER: A rate consisting of the base tariff energy rate which is approved by the Commission.
- C. BTGR: A rate consisting of the base tariff general rate which is approved by the Commission.

(Continued)

(N)

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NEVADA POWER COMPANY dba NV Energy
P.O. Box 98910
Las Vegas, NV 89151-001
Tariff No. 1-B

Cancels

Tariff No. 1-A (withdrawn)

Original

Cancelling

PUCN Sheet No. **36Z(16)**

PUCN Sheet No.

Schedule No. MPE
MARKET PRICE ENERGY
(Continued)

DEFINITIONS (continued)

- D. DEAA: A rate consisting of the deferred energy accounting adjustment, which is approved by the Commission.
- E. EE: A rate consisting of the energy efficiency charge, which is approved by the Commission.
- F. Energy resources: energy used to supply the Customer with energy pursuant to the terms of the Energy Supply Agreement, which may include market purchases made on behalf of the eligible customer, and energy from the Utility's other generation and purchased power that was not procured on behalf of the eligible customer, but is available to be sold into the market.
- G. Energy Supply Agreement: Is the contract approved by the Commission that is executed by the Customer and Utility pursuant to terms of Schedule No. MPE.
- H. Renewable Energy: As defined in NRS 704.7811, Renewable Energy means biomass, geothermal, solar, waterpower, and wind.
- I. RPS: As defined in NRS 704.7805, Portfolio Standard means a portfolio standard for Renewable Energy and energy from a qualified energy recovery process established by the Commission pursuant to NRS 704.7821. The Portfolio Standard provides for increasing minimum amounts of Renewable Energy to be added annually to the Utility's mix of resources required to meet its load requirements.
- J. REPR: A rate consisting of the renewable energy program rate, which is approved by the Commission.
- K. TRED: A rate consisting of the temporary renewable energy development charge, which is approved by the Commission.
- L. UEC: A rate consisting of the universal energy charge, which is approved by the Commission.

(Continued)

(N)

(N)

CERTIFICATE OF SERVICE

I hereby certify that I have served the foregoing **NEVADA POWER COMPANY
D/B/A NV ENERGY'S FILING** in Docket No. 19-10011 upon all parties of record in this proceeding by electronic service to the following:

Tammy Cordova
Public Utilities Comm. of Nevada
1150 E. William Street
Carson City, NV 89701-3109
tcordova@puc.nv.gov

Staff Counsel Division
Public Utilities Comm. of Nevada
9075 West Diablo, Suite 250
Las Vegas, NV 89148
pucn.sc@puc.nv.gov

Attorney General's Office
Bureau of Consumer Protection
100 N. Carson St.
Carson City, NV 89701
bcpserv@ag.nv.gov

Attorney General's Office
Bureau of Consumer Protection
8945 W. Russell Road, Suite 204
Las Vegas, NV 89148
bcpserv@ag.nv.gov

Curt R. Ledford (LV Stadium)
Davison Van Cleve, PC
5795-B Rogers St.
Las Vegas, NV 89118
crl@dvclaw.com

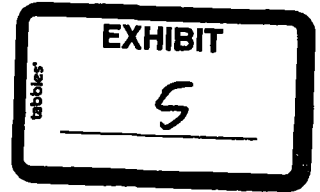
Baird Fogel
Morgan, Lewis & Bockius LLP
One Market, Spear Street Tower
San Francisco, CA 94105
Baird.fogel@morganlewis.com

DATED this 6th day of January, 2020.

/s/ Lori Petersen

Lori Petersen
Senior Legal Administrative Assistant
Nevada Power Company d/b/a NV Energy
Sierra Pacific Power Company d/b/a NV Energy

ATTACHMENT 2



January 6, 2020

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

RE: **Docket No. 19-10012** – Application of Nevada Power Company d/b/a NV Energy for Approval of an Energy Supply Agreement with LV Stadium Events Company, LLC and LVR Real Property, LLC.

Dear Ms. Osborne:

Enclosed for filing please find the Stipulation resolving all issues in the above-referenced docket.

If you have any questions about this filing, please do not hesitate to contact me at 775-834-5692 or mgreene@nvenergy.com.

Respectfully submitted,

/s/ Michael Greene
Michael Greene
Deputy General Counsel

1 **BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA**

2 Application of Nevada Power Company d/b/a)
3 NV Energy for Approval of an Energy Supply)
4 Agreement with LV Stadium Events Company,) Docket No. 19-10012
 LLC and LVR Real Property, LLC.)
 /

5 **STIPULATION**

6 Pursuant to Nevada Administrative Code ("NAC") §§ 703.750 and 703.845, Nevada
7 Power Company, d/b/a NV Energy ("NV Energy" or "Company"), the Regulatory Operations
8 Staff ("Staff") of the Public Utilities Commission of Nevada ("Commission"), the Office of
9 the Attorney General's Bureau of Consumer Protection ("BCP"), and LV Stadium Events
10 Company, LLC, and LVR Real Property, LLC, (collectively "LV Stadium") each individually
11 a "Signatory" and together the "Signatories," enter this Stipulation to resolve all issues related
12 to the Company's application ("Application") for approval of an Energy Supply Agreement
13 ("Raiders' Facilities ESA") with LV Stadium for purposes of providing electric service to
14 Allegiant Stadium, located at 3333 Al Davis Way, Las Vegas, NV ("Stadium"), as well as the
15 Las Vegas Raiders administrative facilities and practice facility, located in Henderson,
16 Nevada ("Practice Facility" and collectively with the Stadium the "Raiders' Facilities"). The
17 Raiders' Facilities ESA will provide a mechanism that allows the Raiders Facilities' to take
18 service under the Market Price Energy Program ("MPE") tariff, which was filed
19 contemporaneously with this Application in Docket No. 19-10011.

20
21 **SUMMARY OF STIPULATION**

22 The Signatories agree this Stipulation provides a reasonable resolution of issues raised
23 in the Application and that the Stipulation is in the public interest.

24 The Stipulation only settles issues related to this docket. The Stipulation only seeks
25 relief the Commission is empowered to grant. Accordingly, the Signatories recommend the
26 Commission accept the Stipulation, and grant certain requests for relief made by the Company
27 in its Application to approve the Raiders' Facilities ESA.
28

RECITALS

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2 1. On October 16, 2019, the Company filed with the Commission an Application,
3 designated as Docket No. 19-10012, for approval of an Energy Supply Agreement with LV
4 Stadium.

5 2. The Company filed the Applications in accordance with the Nevada Revised
6 Statutes ("NRS") and the Nevada Administrative Code ("NAC"), Chapters 703 and 704,
7 including, but not limited to, NRS 704.100, NAC 703.400, and NAC 703.535.

8 3. On October 21, 2019, the Commission issued a Notice of the Joint Petition.

9 4. On October 21, 2019, the Commission issued a Notice of Prehearing
10 Conference.

11 5. Pursuant to NRS 703.301 Staff participates in this proceeding as a matter of
12 right.

13 6. On October 24, 2019, the BCP filed a Notice of Intent to Intervene and
14 participates as a matter of right pursuant to NRS 228.360.

15 7. On October 30, 2019, LV Stadium filed a petition for leave to intervene
16 ("PLTI").

17 8. On November 14, 2019, the Hearing Officer held a prehearing conference in
18 accordance with NAC 703.655. The Company, LV Stadium, BCP, and Staff (collectively, the
19 "Parties") made appearances. The Parties agreed that Dockets Nos. 19-10011 and 19-10012
20 should be consolidated for hearing purposes. The Parties also agreed to a continued prehearing
21 conference.

22 9. On November 18, 2019, the Hearing Officer issued a procedural order
23 consolidating Docket Nos. 19-10011 and 19-10012 for hearing purposes, as well as orders
24 granting LV Stadium's PLTI.

25 10. On December 2, 2019, the Hearing Officer held a continued prehearing
26 conference in accordance with NAC 703.655. The Parties attended the prehearing conference
27 and agreed on a procedural schedule.

11. LV Stadium, Staff and BCP have investigated the Application, conducted analysis of the Company's requests and agree to enter into the Stipulation.

12. This Stipulation resolves all issues related to the Application in the above-referenced docket.

AGREEMENT OF THE SIGNATORIES

NOW THEREFORE, in light of the foregoing considerations, the Signatories agree and recommend that the Commission:

1. Find that the Raiders' Facilities ESA is in the public interest for the following reasons:

a. Is Consistent with the legislative and policy objectives of the state by supporting the development of renewable resources and the reduction of carbon emissions; and

b. Provides for a "Customer Margin Benefit" that provides monetary benefit to other customers as a result of the transaction. The Signatories agree that any portion of this benefit that goes to the Company is subject to the terms and conditions of the "Earnings Sharing" approved in Docket No. 17-06003.

2. Approve the Raiders' Facilities ESA with the following conditions:

a. Although the Practice Facilities were not included in the Application of LV Stadium to purchase energy capacity and ancillary services from a provider of electric new resource as required by Schedule MPE, the Signatories agree that this requirement shall be waived for the Practice Facilities and the Practice Facilities are eligible to receive service under Schedule MPE.

b. The Practice Facilities shall be subject to all current and future public program costs required to be paid under applicable law or order of the Commission, including the Renewable Base Tariff Energy Rate (R-BTER), as calculated based upon the Power Purchase Agreements as specified in Docket

1 No. 18-06008 Order paragraph 121¹ for the term of twenty years, Renewable
2 Energy Program Rate (REPR), Temporary Renewable Energy Development
3 (TRED), Energy Efficiency (EE), Universal Energy Charge (UEC), and
4 Economic Development Rate Rider (EDRR).

5 c. The Stadium shall be required to pay the EDRR consistent with the
6 February 1, 2019 Order in Docket No. 18-09003, as well as any other public
7 program cost required to be paid under applicable law or order of the
8 Commission, provided, however, consistent with its approved application in
9 Docket No. 18-09003 and the Raiders Facilities ESA, the Stadium shall not be
10 required to pay the R-BTER, REPR, TRED, and EE.

11 d. If the Raiders decide to exercise the option under NRS 704B to apply to
12 take service from an alternative provider of new electric resources, the Raiders
13 shall provide the Signatories with no less than 90-days' notice prior to filing
14 their application pursuant to NRS Chapter 704B.

15 e. The Customer Margin Benefit is to be split 80 percent benefit to the
16 Company's other bundled customers and the remaining 20 percent benefit to
17 the Company. The Company's 20 percent share of the Customer Margin
18 Benefit is subject to the terms and conditions of the "Earnings Sharing"
19 approved in Docket No. 17-06003.

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21 **GENERAL PROVISIONS.**

22 A. This Stipulation shall not serve as precedent for the resolution of any
23 issue in the future by the Commission, with the exception of the matters enumerated herein
24 and the findings that follow.

25 B. In accordance with NAC 703.845, this Stipulation settles only issues
26 relating to the present proceeding and seeks relief that the Commission is empowered to grant.
27

28 ¹ See Order issued October 31, 2018 at pages 48-49.

1 C. This Stipulation is entered into for the purpose of resolving all the issues
2 in this Docket by and among the signatories as set forth above. This Stipulation is made upon
3 the express understanding that it constitutes a negotiated settlement. The provisions of this
4 Stipulation are not severable.

5 D. This Stipulation represents a compromise of the positions of the
6 Signatories. As such, conduct, statements and documents disclosed in the negotiation of this
7 Stipulation shall not be admissible as evidence in this Docket or any other proceeding. Except
8 as set forth herein, neither this Stipulation, nor its terms, nor the Commission's acceptance or
9 rejection of the terms contained in this Stipulation shall have any precedential effect in future
10 proceedings.

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

15 This Stipulation is entered into by each Signatory as of the date entered below:

16 NEVADA POWER COMPANY
17 d/b/a NV ENERGY

18 Jan 6, 2020
19 Date

20 
21 By: Michael Greene
22 Deputy General Counsel

23 REGULATORY OPERATIONS STAFF OF
24 THE PUBLIC UTILITIES COMMISSION OF
25 NEVADA


26 1/6/20
27 Date

28 
By: Meredith Barnett, Esq.
Assistant Staff Counsel

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BUREAU OF CONSUMER PROTECTION

1-6-2020
Date


By: Michael Saunders, Esq.
Senior Deputy Attorney General

LV STADIUM EVENTS COMPANY, LLC and
LVR REAL PROPERTY, LLC

JAN 6, 2020
Date


By: Curt R. Ledford, Esq.
Davison Van Cleve, P.C.

BUREAU OF CONSUMER PROTECTION

Date

By: Michael Saunders, Esq.
Senior Deputy Attorney General

LV STADIUM EVENTS COMPANY, LLC and
LVR REAL PROPERTY, LLC

JAN 6, 2020

Date

By: Curt R. Ledford, Esq.
Davison Van Cleve, P.C.

CERTIFICATE OF SERVICE

I hereby certify that I have served the foregoing **NEVADA POWER COMPANY
D/B/A NV ENERGY'S FILING** in Docket No. 19-10012 upon all parties of record in this proceeding by electronic service to the following:

Tammy Cordova
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Baird.fogel@morganlewis.com

DATED this 6th day of January, 2020.

/s/ Lori Petersen
Lori Petersen
Senior Legal Administrative Assistant
Nevada Power Company d/b/a NV Energy
Sierra Pacific Power Company d/b/a NV Energy