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In accordance with NRS Chapter 719,  
this filing has been electronically signed and filed  
by: /s LynnDInnocenti

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the filer attests to the authenticity of the electronic signature(s) contained therein.

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This filing has been electronically filed and deemed to be signed by an authorized  
agent or  
representative of the signer(s) and  
NPC



FILED WITH THE PUBLIC UTILITIES COMMISSION OF NEVADA - 10/16/2019

October 16, 2019

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

RE: Docket No. 19-10\_\_ 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 Nevada Power Company d/b/a NV Energy's Application for approval of an energy supply agreement with LV Stadium Events Company, LLC and LVR Real Property, LLC ("Raiders Facilities ESA"). Consistent with NAC § 703.535, the filing is made up of this Application, the Raiders Facilities ESA, a draft notice, and a white paper supporting the Raiders Facilities ESA.

Portions of the filing accompanying this transmittal letter are to be kept under seal pursuant to NAC § 703.527 *et seq.* This information is contained in a sealed envelope, appropriately marked, and contains the unredacted pages from of the Raiders Facilities ESA and related white paper, which includes customer-specific information. The Company requests that this confidential information remain under seal for a period of at least two years following the expiration or earlier termination of the attached energy supply agreement.

Should you have any questions regarding this filing, please contact me at (775) 834-5692 or MGreene@nvenergy.com.

Respectfully submitted,

/s/Michael Greene  
Michael Greene  
Deputy General Counsel

# **APPLICATION**

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**BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA**

Application of Nevada Power Company d/b/a )  
NV Energy for Approval of an Energy Supply )  
Agreement with LV Stadium Events Company, ) Docket No. 19-10\_\_  
LLC and LVR Real Property, LLC. )  
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**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.**

Nevada Power Company, d/b/a NV Energy (“NV Energy” or “Company”), hereby  
makes this Application pursuant to Nevada Administrative Code (“NAC”) NAC § 703.535.

The subject matter of this Application is an energy supply agreement (“Raiders Facilities  
ESA”) between NV Energy and LV Stadium Events Company, LLC, and LVR Real Property,  
LLC, for purposes of providing electric service to Allegiant Stadium, located at 3333 Al Davis  
Way, Las Vegas, NV, as well as the Las Vegas Raiders administrative facilities and practice  
facility (together with Allegiant Stadium, the “Raiders Facilities”), located in Henderson,  
Nevada. Essentially, the Raiders Facilities ESA will provide a mechanism to allow the  
Raiders Facilities to take service under the Market Price Energy Program (“MPE Program”)  
tariff.

This Application for approval of the Raiders Facilities ESA is related to the approval  
of the MPE Program. An advice letter requesting approval of the MPE Program tariff is being  
filed simultaneously with the Commission. Given the overlapping nature and relationship  
between these two cases, NV Energy respectfully requests that the Commission consolidate  
these related cases.

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**I.**

**THE APPLICANT NEVADA POWER COMPANY**

Nevada Power is a Nevada corporation and wholly-owned subsidiary of NV Energy, Inc. Nevada Power is a public utility as defined in Nevada Revised Statutes (“NRS”) § 704.020, and is subject to the jurisdiction of the Commission. Nevada Power has been authorized by the Commission to conduct its business within its certificated areas in Nevada pursuant to Certificates of Public Convenience and Necessity issued by the Commission. Nevada Power is engaging in providing electric service to the public in portions of Clark and Nye Counties, Nevada.

Nevada Power’s primary business office is located 6226 West Sahara Ave., Las Vegas, Nevada. All correspondence related to this Application should be served electronically upon the following address: regulatory@nvenergy.com. Hardcopy documents should be transmitted to Nevada Power’s counsel and to the Manager, Regulatory Services as set forth below:

Michael Greene  
Deputy General Counsel  
6100 Neil Road  
Reno, NV 89511  
775-834-5692  
mgreene@nvenergy.com

LoreLei Reid  
Manager, Regulatory Services  
6100 Neil Road  
Reno, NV 89511  
775-834-5823  
regulatory@nvenergy.com

**II.**

**OVERVIEW**

In 1997 the Commission issued an Advisory Opinion confirming its authority under NRS Chapter 704 to consider and approve special contracts with special contract rates for electric service entered into between utilities and uniquely situated customers. There the Commission stated that it “will continue to exercise such authority in those instances where

1 approval of a special contract is sought consistent with those special contract filings  
2 previously approved by the Commission.” Thus the Commission has expressly determined  
3 that it has the statutory authority to consider and approve special contracts for electric service  
4 where such special contracts 1) address unique needs for electric service, and 2) are filed  
5 pursuant to approved tariffs that establish the availability of special contract rates. Based on  
6 these two elements being met by the proposed MPE Program, the Commission has the  
7 authority pursuant to Chapter 704 to consider and approve special contracts for electric  
8 service.

9 The Raiders Facilities ESA provides a vehicle to allow the Raiders Facilities to receive  
10 bundled electric service, reflecting the market price of energy, using energy resources that  
11 will not subject the Raiders Facilities to the imposition of an impact fee based on Nevada  
12 Power’s other generation, fuel and purchased power costs, in the event the LV Stadium Events  
13 Company subsequently exercises its rights under NRS Chapter 704B and the Commission’s  
14 order in Docket No. 18-09003.

### 15 III.

### 16 THE FILING

17 Consistent with NAC § 703.535, the filing is made up of this application, the Raiders  
18 Facilities ESA, a draft notice, and a white paper supporting the ESA:

19 **Raiders Facilities ESA.** The Raiders Facilities ESA provides a means for the Raiders  
20 Facilities to purchase to receive bundled electric service, reflecting the market price of energy,  
21 using energy resources that will not subject the LV Stadium Events Company to the  
22 imposition of an impact fee based on Nevada Power’s other generation, fuel and purchased  
23 power costs, while not shifting costs to other customer classes.



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Dated this 16<sup>th</sup> day of October, 2019.

Respectfully submitted,

NEVADA POWER COMPANY  
D/B/A NV ENERGY

/s/Michael Greene  
Michael Greene  
Deputy General Counsel  
Nevada Power Company  
6100 Neil Road  
Reno, NV 89511  
775-834-5692  
mgreene@nvenergy.com



# **ENERGY SUPPLY AGREEMENT**

**SCHEDULE NO. MPE  
ENERGY SUPPLY AGREEMENT**

**AMONG**

**NEVADA POWER COMPANY d/b/a NV ENERGY,**

**as NV Energy,**

**AND**

**LV STADIUM EVENTS COMPANY, LLC, and**

**LVR REAL PROPERTY, LLC**

**as Customer**

**dated October 1, 2019**

## EXECUTION VERSION

This **SCHEDULE NO. MPE ENERGY SUPPLY AGREEMENT** (this "Agreement"), dated as of October 1, 2019 (the "Execution Date"), is made by and among NEVADA POWER COMPANY, a Nevada corporation doing business as NV Energy ("NV Energy"), LV STADIUM EVENTS COMPANY, LLC, a Nevada limited liability company ("LV Stadium") AND LVR REAL PROPERTY, LLC, a Nevada limited liability company ("LV Practice" and together with LV Stadium, "Customer"). NV Energy and Customer are also each referred to herein as a "Party" and collectively as the "Parties".

### RECITALS

**WHEREAS**, NV Energy is an electric service provider, as defined in NRS Chapter 704;

**WHEREAS**, Customer is in the process of constructing the Las Vegas Stadium, a stadium project that will be located at 3333 Al Davis Way, Las Vegas, NV 89118 (the "Stadium Facilities");

**WHEREAS**, Customer is in the process of constructing the Raiders' practice and administration facilities that will be located in Henderson, Nevada (the "Practice Facility" and together with the Stadium Facilities, the "Raiders Facilities");

**WHEREAS**, Customer is not currently taking retail electric service from NV Energy with respect to the Raiders Facilities;

**WHEREAS**, on September 7, 2018, Customer filed with the PUCN an application (Docket No. 18-09003) to purchase energy, capacity, and/or ancillary services from a provider of new electric resources with respect to the Stadium Facilities, pursuant to the applicable provisions of the NRS and the NAC Chapters 704B (as amended, the "704B Application");

**WHEREAS**, on February 1, 2019, the PUCN issued a final order (the "704B Order") conditionally approving the 704B Application, subject to the satisfaction of the compliances and directives delineated in the 704B Order;

**WHEREAS**, Customer desires that NV Energy provide the Raiders Facilities with certain short-term and long-term electric service to achieve Customer's environmental objectives;

**WHEREAS**, NV Energy intends to file with the PUCN within fifteen (15) days after the Execution Date, a tariff sheet for a new, proposed market-priced energy supply tariff, to be named NV Energy Schedule No. MPE ("Schedule No. MPE"), which would permit NV Energy to enter into energy supply agreements such as this Agreement with eligible retail customers such as Customer; and

**WHEREAS**, if Schedule No. MPE is approved by the PUCN, it is the intent of the Parties that this Agreement serve as the agreement that will permit Customer to take retail electric service from NV Energy with respect to the Raiders Facilities pursuant to Schedule No. MPE.

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

**AGREEMENT**

1. **DEFINITIONS.** As used in this Agreement, defined terms shall have the meaning set forth in this Agreement or as set forth in this Section 1.

1.1 **“704B Application”** has the meaning set forth in the Recitals hereto.

1.2 **“704B Order”** has the meaning set forth in the Recitals hereto.

1.3 **“Action”** means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

1.4 **“Affiliate”** means, with respect to NV Energy, Berkshire Hathaway Energy Company and its direct and indirect wholly-owned subsidiaries and, with respect to Customer, any other Person who, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control of a Person.

1.5 **“Agreement”** has the meaning set forth in the preamble hereto.

1.6 **“Best Efforts”** means using the efforts that a prudent person desiring to achieve a particular result would use under similar industry-specific circumstances in order to achieve such result as expeditiously as possible.

1.7 **“Business Day”** means any day, other than a Saturday, Sunday or legal holiday, on which commercial banks in Clark County, Nevada, are generally open for the transaction of business.

1.8 **“Change of Control”** has the meaning set forth in Section 9.2.

1.9 **“Customer”** has the meaning set forth in the preamble hereto.

1.10 **“Effective Date”** has the meaning set forth in Section 2.2.

1.11 **“Event of Default”** has the meaning set forth in Section 8.1.

1.12 **“Execution Date”** has the meaning set forth in the preamble hereto.

1.13 **“Fixed Renewable Energy Charge”** means a fixed price for energy, capacity and Renewable Energy Benefits in the amount of [REDACTED] per MWh.

1.14 **“Generating Facility”** has the meaning given in the Long-Term Power Purchase Agreement.

1.15 **“Governmental Entity”** means any federal, state, or local government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such

organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

1.16 **“Green-e Credits”** means renewable energy credits certified by Green-e as being from a renewable energy source located within the United States of America from a solar, wind, biomass, geothermal or other renewable resource acceptable to the Parties.

1.17 **“kWh”** means kilowatt-hour.

1.18 **“Long-Term Energy”** has the meaning set forth in Section 4.3.

1.19 **“Long-Term Energy Rate”** means a rate calculated by NV Energy to include (a) the Fixed Renewable Energy Charge, (b) all costs of transmission and distribution with respect to the delivery of Long-Term Energy at the otherwise applicable rate(s), (c) a credit for costs related to generation, and (d) all associated rate components specified in NV Energy’s effective Statement of Rates with respect to the otherwise applicable rate schedule (currently LGS-3P); provided, however, that the Long-Term Energy Rate shall not include any of the following components under the otherwise applicable rate schedule: (1) the Base Tariff Energy Rate, (2) the Deferred Energy Accounting Adjustment charge, (3) the Renewable Energy Program Rates, (4) the Temporary Renewable Energy Development charge, (5) Energy Efficiency rates, and (6) Public Program Costs (unless applicable law, or order of the PUCN, requires Public Program Costs to be paid by the Customer, in which case Customer shall pay the Public Program Costs to NV Energy in addition to any other payments owed under this Agreement). The calculation of the Long-Term Energy Rate is set forth in Exhibit B.

1.20 **“Long-Term Energy Supply Commencement Date”** means the date that the Generating Facility and its associated Storage Facility have achieved commercial operation, as determined by NV Energy.

1.21 **“Long-Term Power Purchase Agreement”** means one or more Power Purchase Agreements for a Renewable-Dispatchable Generating Facility, to be entered into by NV Energy and the applicable Supplier which NV Energy shall purchase from the applicable Supplier energy, capacity, renewable energy attributes and ancillary services from the applicable Generating Facility and its associated Storage Facility.

1.22 **“Market-Based Energy”** has the meaning set forth in Section 4.1.2(c).

1.23 **“Market-Based Energy Rate”** means a rate calculated by NV Energy to include (a) all amounts paid by NV Energy with respect to the procurement of Market-Based Energy, [REDACTED] (b) all costs of transmission and distribution with respect to the delivery of Market-Based Energy at the otherwise applicable rate(s), (c) a credit for costs related to generation, and (d) all associated rate components specified in NV Energy’s effective Statement of Rates with respect to the otherwise applicable rate schedule; provided, however, that the Market-Based Energy Rate shall not include any of the following components under the otherwise applicable rate schedule: (1) the Base Tariff Energy Rate, (2) the Deferred Energy Accounting Adjustment charge, (3) the Renewable Energy Program Rates, (4) the Temporary Renewable Energy Development charge, (5) Energy Efficiency rates, and (6) Public Program Costs (unless applicable law, or order of the PUCN, requires Public Program Costs to be paid by the Customer,

in which case Customer shall pay the Public Program Costs to NV Energy in addition to any other payments owed under this Agreement).

1.24 “**MW**” means megawatt.

1.25 “**MWh**” means megawatt-hour.

1.26 “**NAC**” means the Nevada Administrative Code, as amended.

1.27 “**NFL**” means the National Football League.

1.28 “**NRS**” means the Nevada Revised Statutes, as amended.

1.29 “**NV Energy**” has the meaning set forth in the preamble hereto.

1.30 “**Party**” and “**Parties**” have the meanings set forth in the preamble hereto.

1.31 “**PC Administrator**” means the Person appointed by the PUCN to administer the system of Portfolio Energy Credits established pursuant to the Renewable Energy Law or a successor law if the Renewable Energy Law is replaced, superseded or preempted by another law or regulatory regime tasked with enforcement of renewable energy quotas by users or utility providers in Nevada.

1.32 “**Person**” means an individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, sole proprietorship, unincorporated organization, Governmental Entity, or other entity.

1.33 “**Portfolio Energy Credit**” means a unit of credit which equals one kilowatt-hour of electricity generated, acquired or saved (or deemed so), all as calculated by the PUCN Regulatory Operations Staff and certified by the PC Administrator pursuant to the Renewable Energy Law (or by a successor Governmental Entity pursuant to a successor law if the Renewable Energy Law is replaced, superseded or preempted by another law or regulatory regime tasked with enforcement of renewable energy quotas by utility providers in Nevada), and certified by WREGIS.

1.34 “**Practice Facilities**” has the meaning set forth in the Recitals hereto.

1.35 “**Practice Facilities Load**” has the meaning set forth in Section 4.1.1(b).

1.36 “**Public Program Costs**” means costs associated with PUCN or legislatively mandated programs.

1.37 “**PUCN**” means the Public Utilities Commission of Nevada and any successor entity thereto.

1.38 “**PUCN PPA Approval**” means a final order issued by the PUCN that (a) approves the transactions contemplated by the Long-Term Power Purchase Agreement, in form and substance satisfactory to NV Energy in its sole discretion, and (b) is not the subject of (i) a