



**AGREEMENT FOR STANDBY ELECTRIC SERVICE  
BETWEEN NEVADA POWER COMPANY AND  
THE U.S. DEPARTMENT OF VETERANS AFFAIRS**

This Agreement for Standby Electric Service ("**Agreement**") is made and entered into as of the date last executed below (the "**Effective Date**") between Nevada Power Company, a Nevada corporation d/b/a NV Energy ("**Utility**"), and the U.S. Department of Veterans Affairs, an agency of the United States Government ("**Customer**") (both hereinafter sometimes referred to individually as "**Party**" and collectively as "**Parties**").

**WHEREAS**, Utility is a public utility under Nevada Law, which pursuant to a certificate of public convenience and necessity issued by the Public Utilities Commission of Nevada ("Commission") owns and operates an integrated generation, transmission and distribution system ("System") and provides electric service to the public in a certificated service area in accordance with the rates, changes, terms and conditions for service set forth in its tariff for retail electric service filed with and approved by the Commission;

**WHEREAS**, Customer has asked Utility to provide Standby Service as defined in Rule 1 of the Utility's Tariff and as set forth in the applicable Standby Service Rider ("**Standby Service Rider**") and Tariffs; and

**WHEREAS**, Customer owns and operates a generating facility or facilities at 6900 N Pecos Road, known as a solar photovoltaic generating facility (premise # 2185307) (customer # 1007918) in Utility's certificated service area and purchases electric service therefore from Utility ("**Generating Facilities**"); and

**WHEREAS**, Utility and Customer have entered into a Rule 15 Interconnection and Operating Agreement ("Rule 15 Agreement") for the Generating Facilities on the Customer's Premises (the "**Customer Project**") which are more fully described and defined in the Rule 15 Agreement; and

**WHEREAS**, "**Backup Power**" is applicable for Customers who may call upon the Utility for their electricity and capacity needs in lieu of generation normally provided by the Generating Facilities during periods of unscheduled outages of the Generating Facilities or for generation at less than the generator rating; and

**WHEREAS**, "**Supplemental Power**" is applicable for Customers whose Generating Facilities do not regularly supply all electrical needs of the Customer; and

**WHEREAS**, "**Maintenance Backup Power**" is applicable for Customers who may call upon the Utility for their electrical needs in lieu of generation normally provided by the Generating Facilities during periods of scheduled maintenance of the Generating Facilities; and

**WHEREAS**, Customer understands that if its "**Backup Contract Demand**" requirement changes such that it is within a new Standby Service Rider and/or associated rate classification as defined in the applicable Standby Service Rider ("**Rate Classification**"), that Standby Service will be provided under the appropriate new Standby Service Rider and associated Rate Classification within the Standby Service Rider.



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**NOW THEREFORE**, in consideration of the above recitals and the mutual covenants, terms and conditions contained in this Agreement, Utility and Customer hereby agree as follows:

1. Backup Contract Demand Election. The Customer's Backup Contract Demand for Backup Power to the Project is 4,220 kW.

2. Supplemental Demand Election. The expected Supplemental Power of Customer is indicated by the selection marked below:

- ☐ Customer is a generator, without on-site load requirements other than station use load and it is expected that Customer's Supplemental Power requirements will be zero kilowatts.
- ☒ Customer's Generating Facilities do not regularly supply all electrical needs of Customer's requirements. Customer's initial Supplemental Power requirements (the maximum Supplemental Billing Demand) are estimated to be 1,700 kilowatts.

3. Standby Services and Payment. Utility will provide and Customer agrees to take and pay for Backup Power for the Customer Project, in accordance with the terms and conditions and rates and charges set forth in Utility's applicable Standby Service Schedule and the Electric Service Rules in the Tariff, as amended or superseded from time to time in accordance with the laws and regulations governing the provision of electric service by a public utility.

4. Applicable Rates. Based upon Customer's load and service voltage level, and the nominated Backup Contract Demand in Paragraph 1 above, the otherwise applicable rate schedule ("**Rate Schedule**") and the Standby Service Rate Classification to be applied initially to Customer's service will be per table below:

Nevada Power Company Rate Schedule No. LGS-3 Primary; and

- ☐ Small Standby Service Rider, SSR-II
- ☐ Small Standby Service Rider, SSR-III
- ☐ Large Standby Service Rider, LSR-I
- ☒ Large Standby Service Rider, LSR - II

(See Exhibit A for applicable Standby Service Rider and Rate Schedule.)

5. Commencement of Billing. Utility will commence billing Customer under the applicable Standby Service Rider on the date of the interconnection of the Generating Facilities to the Utility's electric grid.



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6. Change to Backup Contract Demand. If the initial Backup Contract Demand (as specified above in Paragraph 1) or subsequently established Backup Contract Demand is changed for any reason, the existing Backup Contract Demand will automatically be changed to that new value for the remaining term of service per the terms of the Standby Rider. If the Backup Contract Demand is modified or changes for any reason, the applicable Standby Service Rider and/or Rate Classification and the Rate Schedule under which the Customer is served may change accordingly.

7. Exceeding Backup Contract Demand. According to the terms and conditions of the applicable Standby Service Rider and Tariffs, if Customer's actual Backup Demand is later determined to be greater than Customer's then current Backup Contract Demand, the Utility may adjust the Backup Contract Demand and shall back bill the Customer for up to twelve (12) billing periods at the greater Backup Contract Demand.

8. Maintenance Contract Demand. Customer will provide written (electronically is acceptable) detailed Maintenance Backup Power requests to Utility for each period of scheduled maintenance. All requests must specify the kilowatt demand required, which will be the Maintenance Contract Demand, as well as the beginning and end of the requested period of maintenance. All Maintenance Backup Power requests and use shall be subject to the applicable Special Condition of the applicable Standby Service Rider, including Utility approval of the maintenance. If Customer does not provide the required maintenance notice and receive Utility approval of the maintenance schedule, any power used will be considered as non-maintenance backup or supplemental power. Maintenance Backup information shall be sent to the Utility contact designated in Exhibit B. Each Party may update Exhibit B by changing its designated contact and sending the updated Exhibit B to the other Party, without the necessity of an amendment to this Agreement. Utility reserves the right to modify the notification and approval procedures.

9. Change in Service. Any material change in the size, character or extent of Customer's operations shall be deemed to be a "change in service" within the meaning of Electric Service Rule 3 of the Tariff.

10. Customer Meter Responsibilities. In addition to the metering equipment required by Rule 16 of the Tariff for delivery of power, Customer will furnish, install, own, and maintain all meter sockets, cutouts, cabinets and similar devices for generation facility meters. Utility will, at Customer's expense, install, own, and maintain the generation facility meters, which, at Utility's sole discretion, may be five-minute interval meters. Customer meter responsibility also includes all costs for upgraded Current Transformers and Potential Transformers (PTs and CTs) and any other equipment and associated labor necessary for accurate measurement of the Customer's loads for billing purposes.

11. Commission Governance. Except as may be specifically agreed to herein, the terms and conditions of service set forth in the applicable Standby Service Rider or a superseding Standby Service Rider or Tariff, as filed with and approved by the Commission, shall govern service under this Agreement. This Agreement is subject to any changes or modifications the Commission may require from time to time in the exercise of its jurisdiction.



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12. Right to Seek Change in Tariffs. Nothing contained in this Agreement shall be construed as affecting in any way the right of Utility to file with the Commission or other agency having jurisdiction an application, advice letter, or other pleading requesting a change in the terms and conditions of and rates and charges for utility service in its tariffs. All rates and charges for service provided under this Agreement are subject to any adjustments the Commission or jurisdictional agency may make in future proceedings.

13. Change in Regulations. The Parties shall negotiate in good faith to determine and make necessary amendments to this Agreement if: (a) the Federal Regulatory Energy Commission, the State of Nevada, or the Commission implements a change in any applicable law, regulation, tariff, electric service rule, rate or service schedule, or permit; or (b) if any changes in Utility's Open Access Transmission Tariff, or any rule or practice of the National Electric Reliability Council, Western Systems Coordinating Council, or any regulatory agency, materially affects or is reasonably expected to materially affect the rights and obligations of the Parties under the terms of this Agreement. Amendments to this Agreement shall be in writing and shall be executed by an authorized representative of each Party.

14. Severability. If any portion or provision of this Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of this Agreement void, the other portions or provisions of this Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

15. Law Governing Agreement and Choice of Venue. This Agreement and the rights and obligations of the Parties shall be construed and governed by the laws of: (i) the United States of America; and (ii) to the extent that there is no applicable or controlling federal law, the State of Nevada as if executed and performed wholly within that state; and (iii) the Federal Power Act, to the extent the rights and obligations of the Parties are covered by such Act. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. The Parties agree they will not initiate an action against each other in any other jurisdiction.

16. Merger. Together with the Rule 15 Agreement, and the relevant provisions of the Tariff, this Agreement contains the entire agreement and understanding between the Parties with respect to the provision of electric service to the Customer's Premises, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter, including, but not limited to, if applicable, any provisions for billing the customer as may be set forth in a previously executed agreement between the parties. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.



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17. No Waiver of Rights. The failure of either Party to enforce any of the provisions of this Agreement at any time, or to require performance by the other Party of any of the provisions of this Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of this Agreement, or the right of any Party to enforce each and every provision.

18. Term and Termination of Agreement. This Agreement shall be effective on the Effective Date designated above and shall continue in full force and effect for twelve (12) months or unless terminated pursuant to the following::

- (a) By mutual agreement of the Parties in writing;
- (b) Upon thirty (30) days written notice by Customer;
- (c) Upon thirty (30) days written notice by Utility; or
- (d) Immediately upon termination of the Rule 15 Agreement.

Customer may not terminate this Agreement when the Generating Facilities are interconnected to the Utility's electric grid. Notwithstanding this requirement, if another standby service agreement is in the process of being negotiated in good faith and is expected to be executed within three (3) months of the termination of the Agreement, the Generating Facilities may remain interconnected to the Utility's electric grid, provided that Customer agrees that it shall continue to be billed under, and shall pay the rates specified in, Large Standby Service Rider, LSR-II, until a new standby service agreement is executed. If a new standby service agreement is not executed within three (3) months of the termination of the Agreement, the Generating Facilities shall be disconnected from the Utility's electric grid.

19. Assignment. This Agreement is binding upon the successors and assigns of Applicant effective upon receipt of written consent of Utility, such consent not to be unreasonably withheld. However, no assignment is effective until after the following requirements are complied with: (A) Customer's successor or assignee agrees in writing to assume all obligations and liabilities under this Agreement and (B) Customer (in Utility's discretion) agrees in writing to continuing liability in connection with certain obligations.

20. JURY TRIAL WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

21. Counterparts. The Parties may execute this Agreement in counterparts. Each of these counterparts, when signed and delivered is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.



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[Signature page follows]



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UTILITY:

Nevada Power Company d/b/a NV Energy

By: Trevor Dillard

Printed Name: Trevor Dillard

Title: Manager Regulatory Services

Date: 10/11/16

APPLICANT:

U.S. Department of Veterans Affairs

By: Daniel H. Bergdahl

Printed Name: DANIEL H. BERGDAL





Title: CONTRACTING OFFICER

Date: 10/11/2016



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NV Energy Signature Approvals (Internal) (Complete before NV Energy Execution)

	N/A if not required	Signature	Date
Major Accounts			
Major Projects	N/A		
Renewables	N/A		
Transmission Contracts	N/A		
Billing	Required		7-20-16
Rates/Regulation	Required		7/19/2016
Legal	Required		7/19/2016
Contract Administration	Required		07/20/2016





**AGREEMENT FOR STANDBY ELECTRIC SERVICE  
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**EXHIBIT A**

**STANDBY SERVICE RIDER**

**AND**

**RATE SCHEDULE**

**[Attached]**

NEVADA POWER COMPANY dba NV Energy  
P.O. Box 98910  
Las Vegas, NV 89151-0001  
Tariff No. 1-B  
cancels  
Tariff No. 1-A (withdrawn)

Cancelling 2nd Revised  
1st Revised

PUCN Sheet No. 33T  
PUCN Sheet No. 33T

**Schedule No. LSR**  
**LARGE STANDBY SERVICE RIDER**

**APPLICABILITY**

This tariff rider applies to electric service when, at the Service Location for this service, there exists electrical generation facilities not owned by the Utility including, but not limited to, small power production facilities and cogeneration facilities that are qualifying facilities as defined in Part 292 of Chapter 1, Title 18, Code of Federal Regulations. It is limited to non-residential Customers who, if not for such Generating Facilities would have monthly metered Maximum Demand equal to or greater than 300 kilowatts or whose service is established by an existing contract or contracts. (See Special Condition 16 for additional applicability pertaining to standby service for Emergency Response equipment) Electricity sold under this Rider may not be resold; nor may it be used to operate the auxiliary loads of the Generating Facilities while those facilities are generating electricity for sale to others, except during periods of emergency or maintenance on the Generating Facilities' service facilities and with approval by the Utility. An agreement pursuant to Rule No. 15 shall be executed. This Rider is not applicable to Generating Facilities requiring Backup Contract Demand that exceeds 20,000 kilowatts; Net Metering Systems; Eligible Customers as defined in Rule 1 who are receiving service under Schedule DOS; or Customers having a source of power that is maintained solely for use in case of interruption of the Utility's service under Rule 19. Service hereunder shall be for a term of not less than one year.

(N)  
(N)

The Generating Facilities may be connected for (1) Parallel Operation with the Utility's electrical system, or (2) isolated operation with service provided by the Utility by means of a double-throw switch.

Under this rider, three types of power supply are available and described hereunder: (1) Supplemental Power for Customers whose Generating facilities do not regularly supply all electrical needs of the Customer; (2) Backup Power for Customers who may call upon the Utility for their electricity and capacity needs in lieu of generation normally provided by Generating Facilities during periods of unscheduled outages; and (3) Maintenance Backup Power for Customers who may call upon the Utility for their electrical needs in lieu of generation normally provided by Generating Facilities during periods of scheduled maintenance of the Generating Facilities. All power described hereunder may be zero, or an amount greater than zero. Power provided to the Customer by the Utility shall be deemed to be Supplemental Power unless the Utility determines that it is Backup Power or Maintenance Backup Power described hereunder. See Special Conditions section for other availability conditions.

This rider is limited to the first 75,000 kilowatts of Backup Contract Demand of Customers who have (a) satisfied the requirements for an interconnection application under Rule 15 and (b) agreed upon a Backup Contract Demand in accordance with Special Condition 1 of this rider.

(Continued)

Issued: 07-15-15

Effective: 10-27-15

Advice No.: 452

Issued By:  
Shawn M. Elicegui  
Vice President

NEVADA POWER COMPANY dba NV Energy  
P.O. Box 98910  
Las Vegas, NV 89151-0001  
Tariff No. 1-B  
cancels  
Tariff No. 1-A (withdrawn)

Cancelling 7th Revised  
6th Revised

PUCN Sheet No. 33U  
PUCN Sheet No. 33U

**Schedule No. LSR**  
**LARGE STANDBY SERVICE RIDER**  
**(Continued)**

**APPLICABLE** (Continued)

Capitalized terms used herein are defined in this rider, Rule 1 or Rule 15.

**TERRITORY**

Available in the entire Nevada service area, as specified.

**RATES**

The monthly billing shall be the sum of the following charges; to the extent each charge is applicable.

Rate classifications for this schedule are:

- Rate I Service where monthly metered Maximum Demand during any period would otherwise be equal to or greater than 300 kilowatts but less than 1,000 kilowatts and usage greater than 3,500 kilowatts and another class is not specifically applicable (LGS-2 or LGS-2 WP).
- Rate II Service where monthly metered Maximum Demand during any period would otherwise be equal to or greater than 1,000 kilowatts and another class is not specifically applicable. (LGS-3 or LGS-3 WP). Rate II applicability includes Emergency Response Standby Service as outlined in Special Condition 16.
- Rate III Service for those individual Customers or Customers with contiguous properties under common ownership who request to be placed on the LGS-X and where 1) the Customer's aggregate coincident peak ("CP") load is 22 MW or greater during any one month of the most recent historical twelve month period, or 2) it has achieved a CP of 22 MW or greater within 12 months of its request for service. (LGS-X).

(N)  
(N)

All charges from the otherwise applicable rate schedule shall apply except that the Facilities, Reservation, Demand and Consumption charges for Back-up and Maintenance Power shall be as set forth below in this Rates section. These charges replace the comparable otherwise applicable charges for that service.

All Supplemental Power under this schedule will also be billed at the rates for such power under the otherwise applicable schedule. Additionally the Generating Facilities Meter Charge will apply to any combination of Supplemental, Backup, or Maintenance Backup Power.

(Continued)

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Shawn M. EliceGUI  
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NEVADA POWER COMPANY dba NV Energy  
P.O. Box 98910  
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Tariff No. 1-B  
cancels  
Tariff No. 1-A (withdrawn)

Cancelling 6th Revised  
5th Revised

PUCN Sheet No. 33V  
PUCN Sheet No. 33V

**Schedule No. LSR**  
**LARGE STANDBY SERVICE RIDER**  
**(Continued)**

**RATES** (Continued)

	Rate I LGS-2/LGS-WP-2	Rate II LGS-3/LGS-WP-3	Rate III LGS-X
<b>Generating Facilities Meter Charge:</b>			
Per Generator Meter			
Per month (See Special Condition 1.E)			
For Secondary Service	\$48.51/\$48.51	\$57.87/\$57.87	\$57.80
For Primary Service	\$164.41/\$164.41	\$172.38/\$172.38	\$181.80
For Transmission Service	\$172.38/\$172.38	\$216.70/\$216.70	\$328.40

Facilities Charges, for any combination of Supplemental, Backup, and Maintenance Backup Power, will be calculated by applying the highest Customer Billing Demand for the Billing Period and the prior 12 billing periods, unless Customer Specific Facilities (CSF) charges from the otherwise applicable rate schedule apply:

All kW, per Kw

Customer-supplied facilities (See Special Condition 9):

For Secondary Service	\$2.56/\$0.21	\$2.81/\$0.29	\$0.98
For Primary Service	\$2.17/\$0.92	\$2.89/\$0.80	\$1.63
For Transmission Service	CSF	CSF	CSF

All others

For Secondary Service	\$3.14/\$0.81	\$3.38/\$0.97	\$0.98
For Primary Service	\$2.47/\$1.23	\$3.20/\$1.16	\$1.63
For Transmission Service	CSF	CSF	CSF

**Supplemental Power Charges**

Supplemental Power shall be billed under the otherwise applicable rate schedule. All charges for Supplemental Power under the otherwise applicable rate schedule shall apply to Supplemental Power. Supplemental Power for LGS WP Customers taking Standby Service under Rate I, Rate II, or Rate III will be billed under the applicable LGS WP rate schedule.

**Backup Power Charges**

Backup Power shall be billed as follows:

Reservation Charge

For each kW of Backup

Contract Demand during

Summer on-peak hours:

For Secondary Service	\$2.54	\$3.10	\$2.03
For Primary Service	\$2.64	\$3.39	\$3.63
For Transmission Service	\$2.64	\$2.85	\$3.35

(Continued)

Issued: 12-05-14

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Advice No.: 439-R(2)

Issued By:  
Shawn M. Eliceagul  
Vice President

NEVADA POWER COMPANY dba NV Energy  
P.O. Box 98910  
Las Vegas, NV 89151  
Tariff No. 1-B  
cancels  
Tariff No. 1-A (withdrawn)

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5th Revised

PUCN Sheet No. 33W  
PUCN Sheet No. 33W

**Schedule No. LSR**  
**LARGE STANDBY SERVICE RIDER**  
**(Continued)**

**RATES** (Continued)

	Rate I	Rate II	Rate III
For each kW of Backup Contract Demand during Summer mid-peak hours:			
For Secondary Service	\$0.39	\$0.49	\$0.33
For Primary Service	\$0.40	\$0.55	\$0.60
For Transmission Service	\$0.40	\$0.44	\$0.56
For each kW of Backup Contract Demand during Other hours:			
For Secondary Service	\$0.08	\$0.10	\$0.11
For Primary Service	\$0.08	\$0.11	\$0.11
For Transmission Service	\$0.08	\$0.10	\$0.11
Backup Demand Charge:			
For Customers receiving service hereunder, a monthly Forced Outage Factor (FOF) will be calculated and applied to total Backup Demand Charges. See Special Condition 13.			
For each kW of Backup Billing Demand during Summer on-peak hours:			
For Secondary Service	\$10.81	\$13.20	\$8.63
For Primary Service	\$11.23	\$14.44	\$15.45
For Transmission Service	\$11.23	\$12.16	\$14.29
For each kW of Backup Billing Demand during Summer mid-peak hours:			
For Secondary Service	\$1.65	\$2.10	\$1.40
For Primary Service	\$1.73	\$2.35	\$2.58
For Transmission Service	\$1.73	\$1.87	\$2.39
For each kW of Backup Billing Demand during Other hours:			
For Secondary Service	\$0.32	\$0.45	\$0.49
For Primary Service	\$0.32	\$0.49	\$0.49
For Transmission Service	\$0.32	\$0.40	\$0.49

(Continued)

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Effective: **01-01-15**  
Advice No.: **439-R(2)**

Issued By:  
Shawn M. EliceGUI  
Vice President

NEVADA POWER COMPANY dba NV Energy  
P.O. Box 98910  
Las Vegas, NV 89151  
Tariff No. 1-B  
cancels  
Tariff No. 1-A (withdrawn)

Cancelling 8th Revised  
7th Revised

PUCN Sheet No. 33X  
PUCN Sheet No. 33X

**Schedule No. LSR**  
**LARGE STANDBY SERVICE RIDER**  
**(Continued)**

**RATES** (Continued)

**Maintenance Backup Power Charges:**

Maintenance Backup Power shall be billed as follows:

	Rate I	Rate II	Rate III
Maintenance Demand Charge:			
For each kW of Maintenance Backup			
Billing Demand during			
Summer on-peak hours:			
For Secondary Service	\$5.41	\$6.60	\$4.32
For Primary Service	\$5.62	\$7.22	\$7.73
For Transmission Service	\$5.62	\$6.08	\$7.15
For each kW of Maintenance Backup			
Billing Demand during			
Summer mid-peak hours:			
For Secondary Service	\$0.00	\$0.00	\$0.00
For Primary Service	\$0.00	\$0.00	\$0.00
For Transmission Service	\$0.00	\$0.00	\$0.00

**Maintenance Backup Power Demand Charge:**

For each kW of Maintenance Backup			
Billing Demand during			
Other hours:			
For Secondary Service	\$0.00	\$0.00	\$0.00
For Primary Service	\$0.00	\$0.00	\$0.00
For Transmission Service	\$0.00	\$0.00	\$0.00

**Backup and Maintenance Backup Power Consumption Charges**

These charges shall be the Base Tariff General Rate of the otherwise applicable rate schedule.

(Continued)

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Cancelling 6th Revised  
5th Revised

PUCN Sheet No. 33Y  
PUCN Sheet No. 33Y

**Schedule No. LSR**  
**LARGE STANDBY SERVICE RIDER**  
**(Continued)**

**POWER FACTOR ADJUSTMENT**

See the otherwise applicable rate schedule.

**TAX ADJUSTMENT CHARGE**

A charge as designated in specific franchise agreements or business license ordinances or described in the Utility's Special Supplementary Tariff shall be based upon gross receipts.

**LATE CHARGE**

The monthly bill is due and payable as of the date of presentation. A late charge as set forth in Schedule MC will be added to the bill if it is not paid within 15 days of the date of presentation.

**MINIMUM CHARGE**

The minimum bill for service hereunder shall be the sum of the (1) Basic Service Charge; (2) Reservation Charge; (3) Separate Billing Charge(s); (4) Additional Meter Charge(s); (5) Facilities Charges including Customer-specific Facilities Charges; and (6) any Revenue or Generator Facilities Meter Charge(s). Not all of these charges may be applicable to all customers.

**SPECIAL CONDITIONS**

The Special Conditions of the Customer's otherwise applicable rate schedule shall apply and are supplemented or modified as follows:

1. Backup Power. Backup Power will be available under the following conditions:
  - A. Establishment of Backup Contract Demand. Backup Contract Demand will be initially established as follows:
    - (1) Customer Normally Takes Supplemental Power. A standby service agreement is necessary. A Customer who normally takes Supplemental Power will nominate an appropriate Backup Contract Demand prior to the taking of Service hereunder. The amount nominated may be zero or any positive, whole number equal to or less than the Net Nameplate Rating of on-site Generators. In the event that the Utility does not agree with the Customer's nomination, the Net Nameplate Rating of on-site Generators shall be used for billing purposes hereunder until the dispute is resolved.

(Continued)

Issued: 12-05-14

Effective: 01-01-15

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Vice President

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Tariff No. 1-B  
cancels  
Tariff No. 1-A (withdrawn)

Cancelling 2nd Revised  
1st Revised

PUCN Sheet No. 33Z  
PUCN Sheet No. 33Z

**Schedule No. LSR**  
**LARGE STANDBY SERVICE RIDER**  
**(Continued)**

**SPECIAL CONDITIONS** (Continued)

1. Backup Power (Continued)
  - A. Establishment of Backup Contract Demand. (Continued)
    - (2) Customer Normally Does Not Take Supplemental Power. A standby service agreement is necessary. A Customer who normally does not take Supplemental Power will nominate an appropriate Backup Contract Demand prior to taking of Service hereunder. The amount nominated may be zero or any positive, whole number equal to or less than the estimated station use load of the Customer. In the event that the Utility does not agree with the Customer's nomination, a Utility-estimated Backup Contract Demand shall be used for billing purposes hereunder until the dispute is resolved.
  - B. The initial or subsequently established Backup Contract Demand may be adjusted by the Utility if:
    - (1) The Utility and the Customer have reason to believe that a Backup Contract Demand based upon Net Nameplate Rating(s) is unreasonable, based upon the operation, addition or deletion, or a redundancy of Generating Facilities, or
    - (2) The Customer installs devices or requests the Utility to install devices that act in such a way as to physically disconnect the Customer's load or a portion of the Customer's load to the satisfaction of the Utility in response to decreases in Generator output. The Utility shall not operate such devices except as necessary to respond to an Emergency, Unsafe Operating Conditions or any of the conditions listed in the Utility's Rule 6. Such devices shall be installed at the sole cost of the Customer, or
    - (3) The Customer has installed additional Generating Facilities to backup in whole or in part it's Generating Facilities. In this case, the Utility and the Customer may agree on the level of Backup Power required and the Utility has no obligation for providing Backup Power in excess of the Backup Contract Demand requested.

(Continued)

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PUCN Sheet No. 33AA  
PUCN Sheet No. 33AA

Schedule No. LSR  
**LARGE STANDBY SERVICE RIDER**  
(Continued)

**SPECIAL CONDITIONS** (Continued)

1. Backup Power (Continued)

- C. Unauthorized Use of Backup Power. If the Backup Contract Demand is lower than the Net Nameplate Rating of the Generating Facilities being backed up or the Utility's estimate of the Customer's station use load and Backup Demand is later determined to be greater than the initial or subsequently-established Backup Contract Demand, the Utility shall back bill the Customer for up to 12 billing periods at the greater Backup Contract Demand at the first occurrence of such unauthorized use of a duration greater than one hour during on-peak hours and at the third occurrence of such unauthorized use of a duration greater than one hour during all other periods. An increase in the amount of Supplemental Demand taken of over 10% of Supplemental Demand recorded 12 months prior may be considered as an increase in Backup Contract Demand required by the Customer if the Customer has not notified the Utility of an increase in Supplemental Demand 30 days' prior to the taking of such increased demand. In determining whether there has been an unauthorized use of Backup Power or an increase in Supplemental Power, the Utility will also consider other relevant factors, including but not limited to, generator output metering, previous history, and a Customer's load shedding procedures.
- D. Timing of Changes in Backup Contract Demand. If the Backup Contract Demand established in B, above, is changed for any reason, the existing Backup Contract Demand will automatically be changed to that new value for the remaining term of service, except as provided in B., above. Any excess will be billed as Supplemental Power for the initial month and billed as Backup Contract Demand for all subsequent periods.
- E. Net Generation Metering Required. Net Generation Metering will be required as specified in Rule 15. For Customers who normally take Supplemental Power, any such Net Generation Metering shall be required at the Generating Facilities bus after the point of auxiliary loads and prior to serving Host Load. For Customers who normally do not take Supplemental Power, Net Generation Metering shall be located at the Point of Common Coupling. Such Meter(s) will be installed as set forth in Rules 15 and 16. A single Generating Facility Meter may serve multiple Generating Facilities if Net Generation Output of all Generating Facilities can be measured at a single point. Otherwise, multiple Generating Facility Meters must be used. Generation Meter Charges will not be assessed for those Customers who, in accordance with the applicable rules for installation of Line Extensions and interconnection facilities, have funded the entire cost of the interconnection and Metering facilities.

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PUCN Sheet No. 33AB  
PUCN Sheet No. 33AB

**Schedule No. LSR**  
**LARGE STANDBY SERVICE RIDER**  
**(Continued)**

**SPECIAL CONDITIONS** (Continued)

2. Maintenance Backup Power. Maintenance Backup Power will be subject to the following constraints:

- A. All requests for Maintenance Backup Power must specify the kilowatt demand required, which will be the Maintenance Contract Demand, as well as the beginning and end of the period of maintenance.
- B. Maintenance Power shall be scheduled with the following notices as follows:

<u>Pre-scheduled Maintenance Outage</u>	<u>Minimum Required Advanced Notice</u>
1 day or less	5 calendar days
2 to 5 days	30 calendar days
6 to 30 days	90 calendar days

The Utility may deny the requested maintenance period due to reasonable operating concerns and if it does so the Customer shall delay the scheduled maintenance. If the Utility denies the requested prescheduled maintenance period the Utility shall propose an alternative maintenance period to be scheduled at the earliest opportunity acceptable to the Customer following resolution of the operating concerns.

- C. If the Customer ceases use of Maintenance Backup Power before the end of the scheduled period, the Customer must notify the Utility by telephone and send or deliver a notice in writing to the Utility no later than one business day after the Customer ceases such use.
- D. Maintenance Backup Power will not be provided for more than 15% of the hours in any twelve-billing cycle period. After those hours have been exhausted, any power supplied during outage conditions will be billed as Backup Power under the conditions of Special Condition 1.

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PUCN Sheet No. 33AC

**Schedule No. LSR**  
**LARGE STANDBY SERVICE RIDER**  
**(Continued)**

**SPECIAL CONDITIONS** (Continued)

**2. Maintenance Backup Power (Continued)**

- E. The Customer shall be deemed to have used Backup Power for any fifteen-minute interval during which: (a) Maintenance Backup Service was scheduled; and (b) the Maximum Demand recorded during the interval Maintenance Backup Service is scheduled exceeds the then-effective Maintenance Contract Demand.
- F. The amount of Maintenance Backup Power that the Utility is obligated to schedule shall be limited to the amount of Backup Contract Demand. The Utility may, under reasonable conditions, provide Maintenance Backup Power for amounts greater than Backup Contract Demand at the Customer's request under the following circumstances:
- (1) There is sufficient Utility capacity to provide the requested service;
  - (2) The service is taken during periods other than Summer on-peak periods;
  - (3) The service will not adversely impact any other Customers;
  - (4) The service will not be available if the provision of such service could potentially contribute to an Emergency or Unsafe Operating Conditions;
  - (5) The service will be billed at Supplemental Power Rates; and
  - (6) The taking of such service will be in accordance with this Special Condition 2.

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PUCN Sheet No. 33AC(1)

**Schedule No. LSR**  
**LARGE STANDBY SERVICE RIDER**  
**(Continued)**

**SPECIAL CONDITIONS** (Continued)

3. Customer Billing Demand. Customer Billing Demand shall be determined as follows:
- A. Supplemental Billing Demand for each period shall be determined as follows:
- (1) A Supplemental Demand for each 15-minute interval during the Billing Period shall be calculated as the metered demand less the Backup Billing Demand (as calculated in B., below), but not less than zero, for that interval. The Supplemental Billing Demand shall be the maximum of those values for each time-of-use period and Billing Period, when no Maintenance Backup Power is taken,
- Or
- (2) When Maintenance Backup Power is taken, the same process will occur, except that backup Billing Demand for the Billing Period will be adjusted for Maintenance Backup Billing Demand (as calculated in C, below), to a number not less than zero.
- B. Backup Billing Demand for each period shall be either:
- (1) The total Net Nameplate Rating for which the Utility is providing Backup Power less the lowest Net Generation Metering kilowatt value (or with multiple Generating Facilities, the lowest coincident sum of all Net Generation Metering), adjusted for Maintenance Backup Billing Demand (as calculated in C, below),
- Or
- (2) For Customers who normally have no Supplemental Power requirements, the Maximum Demand recorded, adjusted for Maintenance Backup Billing Demand (as calculated in C, below).
- C. Maintenance Backup Billing Demand shall be the lesser of the scheduled Maintenance Backup Contract Demand or the Maximum Demand for the period(s) during which Maintenance Backup Power is taken.
- D. The Customer's consumption shall be determined from period kilowatt-hour reads for the Billing Period and billed at the otherwise applicable rate.

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PUCN Sheet No. 33AD  
PUCN Sheet No. 33AD

**Schedule No. LSR**  
**LARGE STANDBY SERVICE RIDER**  
**(Continued)**

**SPECIAL CONDITIONS** (Continued)

4. Interconnection Requirements. Service hereunder is subject to the provisions of Rule No. 15.
5. Service Agreement. An agreement shall be required for service hereunder that includes, but is not limited to:
  - A. A term of not less than one year, automatically renewed unless the Customer or the Utility provides 30 days' notice of its intent to terminate the contract;
  - B. The amount of Backup Power (in kilowatts) as established in Special Condition 1.A, or, for an agreement that replaces a previous agreement, the level of Backup Contract Demand established in the previous agreement and modified by any action taken under Special Condition 1.B or 1.C, if applicable;
  - C. Estimated amount of Supplemental Power (in kilowatts) required, if applicable;
  - D. Election of metering regime, if applicable (See Special Condition 8);
  - E. Estimated amount of Net Generator Output (in kilowatts) upon which Backup Service and Maintenance Backup Service is based; and
  - F. Otherwise applicable rate schedule to be applied.
6. Standby Service Limitations. Standby Service hereunder is limited to the Utility's ability to serve such loads without jeopardizing service to existing Customers on rate schedules for firm service, including Standby Service. If standby service to any load or combination of loads is refused by the Utility, the Utility shall notify the Commission in writing. Standby Service will require a special contract which shall be subject to approval of the Commission in the case that the service is of an unusual character, as determined by the Utility or if the Customer has received an operating permit from the Commission to provide energy from a geothermal site pursuant to NAC 704.760 through NAC 704.782.
7. Split Loads. For purposes of this schedule, all power delivered shall be deemed to be delivered to one Premise and considered one Service Location. Nothing herein shall be construed as permitting split loads at the same Service Location.

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PUCN Sheet No. 33AE  
PUCN Sheet No. 33AE

**Schedule No. LSR**  
**LARGE STANDBY SERVICE RIDER**  
**(Continued)**

**SPECIAL CONDITIONS** (Continued)

8. QF Choice of Billing Regime. Customers whose Generating Facilities are small power production facilities or cogeneration facilities that are qualifying facilities as defined in Part 292 of Chapter 1, Title 18, Code of Federal Regulations will be offered the choice of one of the following two types of billing regimes:

- A. Power deliveries to and from the Customer's Premises shall be netted so that the Utility purchases the excess net energy that the Customer does not use but generates and sells to the Customer the net energy that the Customer uses but does not generate; or
- B. The Utility and the Customer shall operate in a simultaneous purchase and sale arrangement whereby all electricity produced by the Generating Facility(s) is sold to the Utility at the buy-back rate and all electricity used by the Customer at the Service Location is sold to the Customer at the applicable tariff rate.
- C. The selection of Metering regimes will be made at the time a service agreement as set forth in Special Condition 6, above, is executed, and will not be changed unless the Utility agrees. All such Metering will be installed as set forth in Rule 15.

9. Line Extension Costs. Certain Customers have installed facilities at their sole cost under Rule 15. Additionally, an impact study has been performed and all system improvements have been made. A reduced Facilities Charge shall be applied. Such reduced charge shall as a minimum fully recover any investment by the Utility in any Line Extension made pursuant to Rule 9 to serve the generating facility or the host load.

(T)

10. Past Regulatory Obligations. To ensure that customers that use on-site Generating Facilities that operate in parallel with the Utility's electrical system pay their fully allocated share of past regulatory obligations for deferred energy accounting balances through a non-bypassable charge, the Utility will determine the amount of liability that the Customer has incurred as of the date of the energization of the subject Generating Facilities.

A separate bill will be issued during the first quarter following energization of the subject Generating Facilities for the amount determined in of this Special Condition, and will be due within 30 days of its issue date that is printed on the bill. In the alternative, the Utility shall offer and the Customer may agree to alternative payment arrangements that are the same as those developed for Eligible Customers under the Utility's Schedule DOS.

Should the above result in a refund to the customer, Utility will provide a credit on the customer's bill within the first quarter following energization of the subject Generating Facilities for the amount determined in this Special Condition.

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PUCN Sheet No. 33AF  
PUCN Sheet No. 33AF

**Schedule No. LSR**  
**LARGE STANDBY SERVICE RIDER**  
**(Continued)**

**SPECIAL CONDITIONS** (Continued)

11. Daily Time Periods. Daily time periods will be based on Pacific Standard/Pacific Daylight Time and are defined as follows:

Season

Summer (June – September)

On-Peak 1PM – 7PM Daily  
Mid-Peak 10AM – 1PM and 7PM – 10PM Daily  
Off Peak 10PM – 10AM Daily

Winter All other (October – May)

12. Standby Service limited to Host, Station Use or Auxiliary Loads. Except as described in Special Condition 6, Standby Service hereunder shall be limited to the auxiliary or station use of Generating Facilities and Host Loads located at the Service Location where Standby Service is provided. Nothing hereunder should be construed as requiring or offering Backup Power for sales of power in excess of what is consumed as auxiliary or station use or consumed by the Host Load for the Generating Facilities. If the Utility agrees to provide Backup Power for power or energy generated in excess of that consumed as auxiliary or station use or consumed by the Host Load for the Generating Facilities, such service will be provided only pursuant to a special contract, the terms and conditions of which may vary from the terms and conditions of this Schedule, as provided in Special Condition 6.
13. Forced Outage Factor ("FOF") Calculation. For each of on-peak and mid-peak periods during the Billing Period, the Utility will calculate a Forced Outage Factor ("FOF"), to be applied in the calculation of Backup Demand Charges. The calculated FOF will be applied to the current month's calculation as an indication the duration of outages sustained by the Generating Facilities. The FOF will be calculated as follows:
- A. Using hourly recorder data that is derived by taking the average four 15-minute meter readings on each hour from the most recent month available, the number of hours in each of the on-peak and mid-peak time periods of the Billing Period when Backup Power was taken will be determined.

(Continued)

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PUCN Sheet No. 33AG  
PUCN Sheet No. 33AG

**Schedule No. LSR**  
**LARGE STANDBY SERVICE RIDER**  
**(Continued)**

**SPECIAL CONDITIONS** (Continued)

13. Forced Outage Factor ("FOF") Calculation (Continued)

B. The following sliding scale will be used to determine the FOF:

<u>If the total hours determined in A. are:</u>	<u>Use:</u>
2 hours or less	0.20
Greater than 2 hours but no more than 4	0.40
Greater than 4 hours but no more than 6	0.60
Greater than 6 hours but no more than 8	0.80
Greater than 8 hours	1.00

C. The result of the Backup Billing Demand and the appropriate Backup Billing Rate will be multiplied by the calculated FOF to arrive at the Backup Demand Charges for the applicable on-peak and mid-peak periods.

14. Minimum Capacity Factor Required. The Customer's generating facilities are expected to achieve an average minimum monthly capacity factor of 70 percent of the Backup Contract Demand during on-peak hours. Whenever a capacity factor of less than 70 percent during on-peak hours is determined by the Utility, on-peak consumption charges of the otherwise applicable rate schedule (BTGR and BTER) shall be increased by 20 percent when applied to consumption related to Backup Power. Revenues associated with this penalty charge are in addition to otherwise applicable on-peak consumption charges.

A. For purposes of this Special Condition, the capacity factor shall be calculated as follows:

- (1) The average Backup Demand for all 15-minute intervals in the on-peak time period for the Billing Period will be calculated and adjusted for average maintenance backup.
- (2) The average Backup Demand established in (1), above, will be divided by the Backup Contract Demand, and the result subtracted from one to arrive at a capacity factor.

B. Consumption associated with Backup Demand will be calculated using the ratio of the average backup demands determined in A (1), above and average 15-minute demand for the on-peak period. If no Supplemental power is taken, all consumption will be considered associated with Backup Power.

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**Schedule No. LSR**  
**LARGE STANDBY SERVICE RIDER**  
**(Continued)**

**SPECIAL CONDITIONS** (Continued)

14. Minimum Capacity Factor Required (Continued)

C. The provisions of this Special Condition will apply:

- (1) For up to 12 billing periods continuously. After 12 billing periods, the Utility and the Customer may agree to discontinue Standby Service hereunder.
- (2) Through the remaining time-of-use season during which the Utility and the Customer shall agree to renegotiate the service agreement.

D. The provisions of this Special Condition 14 do not apply to generation from wind, solar and from the reduction of high pressure in water transmission pipelines.

15. Customers are exempt from the provisions of this Schedule if the Generating Facilities operate only under the following conditions:

- A. During a Customer emergency;
- B. Upon request of the Utility; or
- C. For limited testing operations.

16. Emergency Response Standby Service is applicable under this schedule regardless of the existence of electrical generation facilities not owned by the Utility at the Service Location. This schedule is additionally applicable to customers who are required or elect to install emergency response equipment (such as, but not limited to, fire suppression) at a separate Service Location with capacity needs equal to or greater than 1,000 kW. Customer's Backup Contract Demand election must be equal to or greater than the maximum capacity necessary for all Emergency Response equipment served or the amount of capacity which is reserved. Power required for testing of such equipment must be scheduled and billed under the provisions of Special Condition 2 (Maintenance Backup Power). The Generation Facilities Meter Charge does not apply to this service. Special Conditions 1.E, 4, 8, 13, 14, and 15 do not apply to this service.

(N)

(N)

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**AGREEMENT FOR STANDBY ELECTRIC SERVICE  
BETWEEN NEVADA POWER COMPANY AND  
THE U.S. DEPARTMENT OF VETERANS AFFAIRS**

**EXHIBIT B**

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