

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Complainant,

v.

PACIFICORP, d/b/a PACIFIC POWER
& LIGHT COMPANY,

Respondent.

DOCKET UE-220376

**SETTLEMENT AGREEMENT TO
WITHDRAW STAFF’S COMPLAINT**

1 Washington Utilities and Transportation Commission Staff (Staff), PacifiCorp
d/b/a Pacific Power & Light Company (PacifiCorp), Sierra Club, and NW Energy
Coalition (NVEC) (collectively the Parties) submit this Agreement to Withdraw Staff’s
Complaint in docket UE-220376 (Agreement), for consideration by the Washington
Utilities and Transportation Commission (Commission). This Agreement is submitted
concurrently with Staff’s Motion to Withdraw in the same docket.

2 This Agreement provides the basis for Staff’s Motion to Withdraw, and is
consistent with Commission regulations that require any motion to withdraw to include
“any settlement or other agreement pursuant to which the party is seeking withdrawal.”
WAC 480-07-380(3)(a). The Alliance of Western Energy Customers (AWEC) does not
oppose the Agreement. Public Counsel opposes the Agreement.

I. AGREEMENT

A. Withdraw Complaint and Revise CEIP

3 Withdraw Complaint. The Parties agree that Staff will file a motion withdraw
Staff’s Complaint in Docket No. UE-220376 by December 1, 2022.

4 Revised CEIP. The Parties agree that PacifiCorp will file a revised Clean Energy Implementation Plan (CEIP) in Docket No. UE-210829, subject to the Preclearance Requirement discussed below, within 30 days of a written Commission decision that grants Staff’s Motion to Withdraw in Docket No. UE-220376 (Revised CEIP).

5 Preferred and Alternative Lowest Reasonable Cost Portfolios. PacifiCorp will use the P02-SCGHG portfolio as the basis of the CEIP preferred portfolio and to develop the alternative lowest reasonable cost portfolios in the Revised CEIP.¹ The Revised CEIP preferred portfolio will include all Washington-allocated resources selected in P02-SCGHG, and any additional Washington-allocated resources that are necessary to comply with the Clean Energy Transformation Act (CETA).

6 Detailed Explanation. PacifiCorp will include in its filing a thorough and detailed explanation of how the Revised CEIP preferred portfolio applied a SCGHG cost adder to each Washington-allocated resource in the preferred portfolio, along with a step-by-step roadmap as part of the detailed explanation PacifiCorp will also provide workpapers to the other Parties that demonstrate the inputs and outputs that went into the preferred portfolio. The Company will also detail how the final P02-SCGHG portfolio was incorporated into the P02-MM-CETA portfolio, along with a step-by-step roadmap as part of the detailed explanation indicating how the P02-SCGHG portfolio was incorporated into the P02-MM-CETA portfolio in the initial final CEIP filing.

7 Public Interest. Consistent with WAC 480-07-380(3)(b), the Parties agree that a Revised CEIP based on this Agreement is in the public interest.

¹ The P02-SCGHG Portfolio is the same portfolio that is identified as P02-SCGHG in PacifiCorp’s Final CEIP filed December 30, 2021 in Docket UE-210829.

8 Preclearance Requirement. The Parties agree that PacifiCorp will provide a draft Revised CEIP to the Parties seven business days prior to the deadline to file with the Commission, as provided in paragraph 4 of this Agreement. After a draft Revised CEIP is provided, the Parties, excluding PacifiCorp, have five business days to determine whether the draft Revised CEIP is consistent with this Agreement. If the draft Revised CEIP is consistent with the terms of this Agreement, PacifiCorp will file the Revised CEIP with the Commission. If the draft Revised CEIP is not consistent with the terms of this Agreement, the Parties will use reasonable efforts to timely address and resolve any inconsistencies and the Parties will notify the Commission and develop a revised filing schedule once any inconsistencies are resolved.

B. General Provisions

9 No Fault and No Administrative Penalties. The Parties agree that this Agreement does not resolve any contested issue of fact or law presented in Staff’s Complaint regarding PacifiCorp’s alleged fault, including whether PacifiCorp lawfully incorporated the SCGHG in the 2021 CEIP. Accordingly, there is no adequate factual or legal basis to determine whether PacifiCorp is liable for requested administrative penalties.

10 Support of Agreement and Staff’s Motion to Withdraw. The Parties will cooperate in submitting the Agreement promptly to the Commission and cooperate in supporting the Agreement and Staff’s Motion to Withdraw in Docket UE-220376. No party to this Agreement or their agents, employees, consultants, or attorneys will oppose the terms of this Agreement in any judicial or administrative proceeding or submit written comments to an administrative agency or file or join litigation opposing the terms of this Agreement or Staff’s motion to Withdraw.

11 Not Precedential. The Parties agree that using the P02-SCGHG portfolio as the basis of PacifiCorp's CEIP preferred and alternative lowest reasonable cost portfolios is not precedential for PacifiCorp or other Washington utilities. Parties agree that any party can advocate for different SCGHG methodologies in future proceedings. Parties agree they have entered into this Agreement to avoid further expense, uncertainty, and delay of continuing litigation. The Parties recognize this Agreement represents a compromise of the Parties' positions. Conduct, statements, and documents disclosed during negotiations of the Agreement shall not be admissible as evidence in this or any other proceeding. By executing this Agreement, no Party shall be deemed to have agreed that any provision of this Agreement is appropriate for resolving issues in any other proceeding.

12 Integrated Agreement. The Parties agree that this Agreement represents the entire agreement between the Parties, and supersedes all prior oral and written agreements on the issues addressed. The Parties have negotiated this Agreement as an integrated document that is binding based on the Effective Date.

13 Execution and Effective Date. The Parties may execute the Agreement in counterparts and as executed shall constitute one agreement. Copies sent by facsimile or electronic mail are as effective as original documents. This Agreement is effective once each Party has executed the Agreement.

14 Termination. The Parties agree that this Agreement is terminated if the Commission denies Staff's Motion to Withdraw the Complaint.

II. EXECUTED MEMORIAL

15 This Agreement is executed by each Party on the dates below.

ROBERT W. FERGUSON
Attorney General

PACIFICORP

s/Nash Callaghan
Nash Callaghan
Assistant Attorney General
Counsel for the Washington Utilities and
Transportation Commission Staff

Matthew McVee
Vice President
PacifiCorp

Dated: December 1, 2022

Dated: _____, 2022

SIERRA CLUB

NW ENERGY COALITION

s/Rose Monahan (telephonically approved 12/1/22)
Rose Monahan
Sierra Club

Lauren McCloy
NW Energy Coalition

Dated: December 1, 2022

Dated: _____, 2022

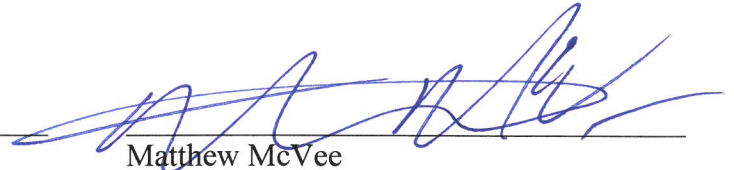
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Attorney General

PACIFICORP

Nash Callaghan
Assistant Attorney General
Counsel for the Washington Utilities and
Transportation Commission Staff



Matthew McVee
Vice President
PacifiCorp

Dated: _____, 2022

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