

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Complainant,

v.

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

Respondent.

In the Matter of

ALLIANCE OF WESTERN ENERGY
CONSUMERS’

Petition for Order Approving Deferral of
Increased Fly Ash Revenues

Docket No. UE-230172
(*Consolidated*)

SETTLEMENT STIPULATION

Docket No. UE-210852
(*Consolidated*)

- I.* PacifiCorp d/b/a Pacific Power & Light Company (PacifiCorp or Company), Staff of the Washington Utilities and Transportation Commission (Staff), the Alliance of Western Energy Consumers (AWEC), The Energy Project (TEP), the NW Energy Coalition (NVEC), and Walmart Inc. (Walmart) submit this Settlement Stipulation (Stipulation) for approval from the Washington Utilities and Transportation Commission (Commission). PacifiCorp, Staff, AWEC, TEP, NVEC, and Walmart (collectively, the “Parties,” and individually “Party”) have reached a partial multiparty settlement as defined under WAC 480-07-730(3)(b).¹ The Sierra Club and the Public Counsel Unit of

¹ WAC 480-07-730(3)(b) (“A partial multiparty settlement is an agreement among some, but not all, parties to resolve some, but not all, disputed issues between them”).

the Attorney General’s Office (Public Counsel) do not join the Stipulation; Sierra Club does not oppose the Stipulation and Public Counsel has not yet stated its position.

2. This Stipulation is being filed with the Commission as a partial multiparty settlement of the issues in this proceeding in accordance with WAC 480-07-730(3)(b). The Stipulation resolves all issues among the Parties in this proceeding except for net power costs (NPC) and the Power Cost Adjustment Mechanism (PCAM), which remain litigated issues. The Stipulation consists of this document, entitled “Settlement Stipulation.” The Parties understand that the Stipulation is not binding on the Commission or any Party unless the Commission approves it.²

I. RECITALS

3. On April 19, 2023, PacifiCorp filed this general rate case in Docket UE-230172.³ PacifiCorp proposed a two-year rate plan, in accordance with Washington Engrossed Substitute Senate Bill 5295, codified at RCW 80.28.425. The Company’s filing is based on a historical test period of the 12 months ended June 30, 2022, adjusted for known and measurable changes. In its initial filing, PacifiCorp requested an increase in revenues of approximately \$26.8 million from Washington operations for the Rate Year 1 (RY1). For Rate Year 2 (RY2), the requested increase in the initial filing was approximately \$27.9 million. In the Company’s rebuttal filing, the Company revised its request to \$18.7 million in RY1 and approximately \$22.0 million in RY2 for the proposed multi-year rate

² The exception is that before the Commission’s approval of the Stipulation, the Parties agree to support approval of the Stipulation by the Commission.

³ The Company initially filed the general rate case on March 17, 2023, but refiled the case on April 19, 2023, in accordance with communications received from the Administrative Law and Policy Director of the Commission.

plan (MYRP), which is a decrease of approximately \$8.0 million in RY1 and approximately \$6.0 in RY2 from the amounts requested in the Company's initial filing.

4. On November 8, 2021, AWEC filed a petition for accounting order (Petition) in Docket UE-210852. In its Petition, AWEC requested the Commission enter an order requiring PacifiCorp to defer from the date of the Petition the revenue generated by the Company's increased Jim Bridger fly ash sales. On April 28, 2023, AWEC filed a Motion to Consolidate its accounting petition in Docket UE-210852 with PacifiCorp's general rate case in Docket UE-230172.
5. On May 2, 2023, the Commission issued an order suspending PacifiCorp's tariffs and allowing parties to conduct discovery consistent with the Commission's procedural rules.⁴ On May 17, 2023, the Commission convened a prehearing conference. No party objected to AWEC's Motion to Consolidate, and the Motion was granted.⁵ On May 24, 2021, the Commission issued a Prehearing Conference Order that set a procedural schedule.⁶ The Prehearing Conference Order also approved the interventions of the AWEC, NWECC, TEP, Walmart, and the Sierra Club.⁷
6. On September 14, 2023, the non-Company parties filed Response Testimony, and on October 27, 2023, PacifiCorp filed Rebuttal Testimony and the non-Company parties filed Cross-Answering Testimony. The Parties have conducted discovery and held multiple settlement conferences in this proceeding. The Parties held an initial settlement conference on August 9, 2023, and held subsequent meetings on October 23, 2023, and

⁴ Order 01 (May 2, 2023).

⁵ Order 03/01 at 3 (May 24, 2023).

⁶ *Id.* at Appendix B.

⁷ *Id.* at 2.

November 29, 2023, and thereafter continued to communicate electronically and in teleconferences. Over the course of these meetings and follow up communications, the Parties presented proposals and counterproposals that culminated in this Stipulation. The Company notified the administrative law judge on December 6, 2023, that an agreement in principle had been reached.

7. This Stipulation is a partial resolution of the issues in this proceeding. The terms of the Stipulation are set forth herein, which the Parties have entered into voluntarily to resolve matters in dispute in the interests of expediting the orderly disposition of this proceeding. The Parties intend to file the Stipulation with the Commission and request Commission approval of the Stipulation.

II. AGREEMENT

A. Specific Provisions

1. Overall Revenue Requirement

8. The revenue requirement increase will be \$13,786,955 for RY1⁸ and \$21,065,564 for RY2, which is based on the Company's rebuttal testimony unless agreed on otherwise in the Stipulation. These numbers are subject to change based on a final Commission determination on litigated NPC issues, and a final NPC update.
9. Consistent with the Company's rebuttal testimony of Sherona L. Cheung:
- a. The Company agrees to exclude projects that are no longer expected to be in service in 2025.
 - b. The Company will additionally reflect all projects actually placed in service before December of 2022 as traditional pro-forma capital additions.⁹

⁸ The overall revenue requirement for RY1 is based on the company's position on net power costs in rebuttal testimony, namely a forecast of \$190.2 million. The overall revenue requirement also includes the Jim Bridger and Colstrip costs in base rates that would be recovered through the coal-fired facilities tracker.

⁹ Cheung, Exh. SLC-8T 2:9-5:13.

The revenue requirement increases identified in Paragraph 8 include the project exclusions and inclusions identified above, as well as the other adjustments identified in this Settlement Stipulation. All other revenue requirement adjustments raised by any party in this proceeding, other than adjustments related to NPC, are resolved by this Settlement Stipulation without any Party taking a position on such adjustments.

2. Cost of Capital

10. Parties agree to an overall rate of return of 7.29 percent. The Parties also agree that the specific return on equity, cost of debt, and capital structure shall remain unspecified.

3. Power Costs

11. The Parties agree that power costs (including items to be updated in any power cost updates during the MYRP) and changes to the structure of the PCAM will remain litigated issues in this proceeding.

4. Capital Additions for Colstrip Unit 4

12. The Parties agree that all pro-forma capital additions for Colstrip Unit 4 are excluded from the revenue requirement in Paragraph 8 above.

5. Coal-fired Facilities Tracker

13. The Company agrees to establish a tracker for non-NPC costs associated with coal-fired facilities for ease of review during provisional capital review filings requirement. Parties retain the right to challenge the prudence of coal-fired generation expenses through this tracker or any other Company filing related to coal-fired generation.

**6. Operation & Maintenance (O&M) and Capital Additions for Jim
Bridger Units 1 and 2**

14. Following the gas conversion of Jim Bridger Units 1 and 2, Washington will continue to pay for its allocated share of O&M and capital additions subject to the Commission's normal process for prudence and cost recovery.
15. The Company will reduce O&M associated with Jim Bridger Units 1 and 2 by \$3.1 million in RY1 with an increase from the revised RY1 amount by approximately \$760 thousand in RY2 (net total reduction in both years) as reflected in the rebuttal testimony of Company witness Sherona Cheung.

7. Fly Ash

16. Fifty percent of the excess actual revenues from Jim Bridger fly ash sales deferred beginning in October of 2020 will be amortized to customers over a two-year period. The balances will be subject to the Federal Energy Regulatory Commission (FERC) interest rate for deferrals. This is equivalent to a rate reduction of approximately \$3.4 million that will occur through a separate tracking mechanism over two years.

8. Decoupling

17. The Parties agree to continue the current decoupling mechanism, but remove the earnings test component of the decoupling mechanism. Instead, the RCW 80.28.425(6) earnings test will be applied annually, as described in section 14(b) of this Stipulation. Please refer to Item 14 below for further discussion regarding decoupling and the MYRP.

9. Equity

18. The Company agrees to collaborate with the Parties on a methodology to develop an equity framework to evaluate in the Company's next general rate case based on the tenets of equity developed by the Lawrence Berkeley National Laboratory.¹⁰ As a multi-state utility, extending the Commission's guidance concerning assessment of equity on all of PacifiCorp's operations outside of Washington would present difficulties. In light of those constraints, the Parties agree to the following:

- a. The Company will develop a distributional equity analysis (DEA) to be used alongside the traditional benefit-cost analysis in the capital planning process for capital projects that are situs-assigned to Washington. The Company will submit a compliance filing at the end of the MYRP demonstrating that this DEA has been incorporated into the capital planning process for capital projects situs-assigned to Washington. This DEA may be modified in response to Commission guidance on DEA. PacifiCorp shall participate in the DEA workshops within the Commission's equity docket.
- b. PacifiCorp will develop benefits and costs (with associated weights where applicable) related to equity for use in its planning framework for distribution capital projects situs-assigned to Washington. The Company must, at minimum, collaborate with its Equity Advisory Group (EAG), Integrated Resource Plan Advisory Group, and its customers, particularly in Named Communities.

¹⁰ Cascade GRC Order at 18, ¶ 56 (citing Jenkins, K., McCauley, D., Heffron, R., Stephan, H., & Rehner, R., Energy Justice: A Conceptual Review. *Energy Research & Social Science* 11, 174-82 (2016). See also McCauley, D., Heffron, R., Stephan, H. & Jenkins, K. Advancing Energy Justice: The Triumvirate of Tenets. *International Energy Law Review*, 32, 107-110 (2013); and Carley & Konisky, The Justice and Energy Implications of the Clean Energy Transition. *Nature Energy*, 5, 596-577 (2020)

Engagement with these groups will occur at least at the “Collaboration” level on the International Association for Public Participation Spectrum.¹¹ New benefits and costs should reflect the tenets of energy justice described in the Cascade General Rate Case Order.¹² At minimum, these benefits and costs should include, but are not limited to, societal impacts, non-energy benefits and burdens, and the social cost of greenhouse gases, as well as any other benefits and costs deemed appropriate after engagement with PacifiCorp’s advisory groups and customers.

10. Low-Income / Language Access Plan / Disconnection

19. The Company will work with the Low-Income Advisory Group (LIAG) and EAG to develop enhancements to the Low-Income Bill Assistance (LIBA) Program and create an arrearage management plan. PacifiCorp will discuss and seek consensus regarding the following elements of the programs:

- a. Number of discount tiers.
- b. Use of self-declaration of income with eligibility verification for a randomly selected group.
- c. Low-income arrearage management plan.
- d. Community-based organization outreach program.
- e. Changing the billing logic so that federal assistance is applied before bill discounts.

20. Based on those discussions, PacifiCorp will propose a package addressing the items above for low-income program changes by April 30, 2025, requesting Commission

¹¹ Under the IAP2 Spectrum, “collaboration” is described as “partner[ing] with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.” Available at: https://iap2.org.au/wp-content/uploads/2020/01/2018_IAP2_Spectrum.pdf

¹² *Wash. Utils. & Trans. Comm’n v. Cascade Natural Gas Corporation*, Docket UG-210755, Final Order 09, 16-20, ¶¶ 52-60 (Cascade GRC Order).

approval before October 1, 2025. The package of low-income program changes will be provided to the Parties two weeks in advance of any filing made at the Commission.¹³

21. The increases to the LIBA discount percentages proposed in the testimony of Robert Meredith will occur at the start of rate year 1 and rate year 2.¹⁴
22. The Company will develop a Language Access Plan as detailed below:
 - a. Develop a draft language access plan within six months of the Commission's final order in this proceeding and share the draft Language Access Plan with the LIAG, Demand Side Management (DSM) Advisory Group, and EAG.
 - b. PacifiCorp will work with the LIAG, DSM Advisory Group, and the EAG to further develop the Language Access Plan and seek consensus on a final Language Access Plan.
 - c. PacifiCorp will make best efforts to implement the Language Access Plan prior to the filing of PacifiCorp's next general rate case and will provide this timeline to the LIAG, DSM Advisory Group, and EAG after the Language Access Plan is finalized.
 - d. In each LIBA annual report, PacifiCorp will report on the accomplishment of any objectives in the Language Access Plan and assess the need to update the Language Access Plan.
23. Until the credit and collections rulemaking (Docket U-210800) is completed, PacifiCorp will make the following temporary change to its disconnection policies:
 - a. Raise the dollar threshold for disconnecting residential customers for nonpayment from \$50 to \$150.Additionally, PacifiCorp will conduct a robust equity review of policies and procedures for disconnecting customers for nonpayment, in consultation with the LIAG and EAG.
24. PacifiCorp will work with its DSM Advisory Group to develop the following enhancements to its low-income weatherization programs:

¹³ These programs will continue to be recovered through a separate surcharge, Schedule 91.

¹⁴ Meredith, Exh. RMM-1T at 28-29.

- a. Pilot program to overcome inability to weatherize homes because of deferred maintenance or large repairs.
- b. Progress payments to weatherization agencies.

11. Inflation Reduction Act (IRA) / Infrastructure Investment and Jobs Act (IIJA)

25. As part of the Company's annual capital review filing, PacifiCorp will report, during the MYRP, on all IRA/IIJA benefits for which it has applied. PacifiCorp will participate in a collaborative with other investor-owned utilities regarding the potential benefits of the IRA and IIJA.

12. Wildfire Mitigation Costs

26. The Parties accept the Company's request for recovery of wildfire mitigation costs as identified in Table 1, page 2 of the Rebuttal Testimony of Allen L. Berreth, Exh. No. ALB-3T. This term does not address or include any costs associated with PacifiCorp's deferral in Docket UE-230495.

13. Performance Metrics

27. PacifiCorp agrees to report on the following metrics along with those already identified in the Company's rebuttal filing:
- a. Average annual bill for the Washington residential class by zip code.
 - b. Percentage of LIBA program funding dispersed to Washington customers.
 - c. Washington-allocated net-plant-in-service per customer.
 - d. Washington-allocated O&M per customer.
 - e. Change in average annual price per megawatt-hour for the residential class as compared to inflation.
28. In addition to these metrics, PacifiCorp will investigate the costs associated with providing affordability data at census tract level and provide that information in its next general rate case proceeding. Customer benefit indicator conditions will be addressed in

PacifiCorp's Clean Energy Implementation Plan proceedings. Additional metrics may be adopted in PacifiCorp's next MYRP, or based on Commission guidance in the ongoing performance-based policy proceeding, Docket U-210590.

14. MYRP Annual Review of Provisional Pro-Forma Capital and Earnings Test

29. The Parties agree that the annual provisional pro-forma capital reviews will be performed at the portfolio level,¹⁵ with the exception of Gateway South, Gateway West, and new wind resources. However, the review of the costs of these projects will be included in the same provisional pro-forma review filing.
30. The Parties agree to the following structure for the earnings test and provisional pro-forma capital review:
- a. PacifiCorp will make a filing to initiate the provisional pro-forma capital review proceeding, which will determine if any refund is necessary through that process (Capital Review Refund). For the avoidance of doubt, PacifiCorp will refund all amounts for plant not placed in service by the forecasted date, regardless of the Company's earnings.
 - b. After the determination of any refund under the capital review process, the Company's revised rate of return¹⁶ will be compared against the authorized rate of return to determine if any deferral under RCW 80.28.425(6) is necessary (MYRP Earnings Test Deferral). All refunds and deferrals will accrue interest at the FERC interest rate.

¹⁵ For the purpose of this settlement, performing the annual, provisional pro-forma capital reviews "at the portfolio level" means, when determining whether refunds are warranted, comparing the actual, overall level (\$ amount) of used and useful plant placed in service to the overall level of plant included in rates on a provisional basis. This entails that neither the individual projects nor the ultimate cost of each project needs to match precisely with what was included provisionally in rates. For example, if a \$10 million dollar project that was included in rates as provisional pro forma is cancelled, but the utility prudently spends \$10 million dollars on a different project that was not included in provisional rates, that will not result in a reduction to used and useful pro forma plant during that rate year, and therefore would not trigger the need for a refund in the annual review process. However, all plant placed in service during the "provisional pro forma period" is subject to a prudence examination, including those projects placed in service that were not identified in the general rate proceeding.

¹⁶ The revised rate of return will be calculated by taking the reported non-weather normalized rate of return from the Commission Basis Report and recalculating it based on any refunds that result from the pro-forma provisional capital review process.

Provisional Capital Review Year	Investment Period	Filing Date	Review Period Ends	Rate Effective Date
2023	January 1, 2023, to December 31, 2023	July 15, 2024	February 15, 2025	March 1, 2025, rate reduction to reflect the true-up and refund ordered by the Commission.
2024	January 1, 2024, to December 31, 2024	July 15, 2025	February 15, 2026	True-up and refund will occur after Commission decision.
2025	January 1, 2025, to December 31, 2025	July 15, 2026	February 15, 2027	True-up and refund will occur after Commission decision.

15. Cost of Service / Rate Spread / Rate Design

31. The Parties agree to the following terms regarding cost of service, rate spread, and rate design:

- a. Parties agree to remove the Net Metering/Net Billing Proposal but PacifiCorp reserves the right to raise this issue in an upcoming proceeding.
- b. The price change will be implemented as an equal percentage price change for all classes for both years of the MYRP.
- c. Residential energy charges transition to non-tiered pricing over the two years of the MYRP, with the current tiers being flattened 50 percent in the first year and the remaining change taking effect in the second year.
- d. Residential Basic Charge increases by \$0.75 for single-family customers and decreases by \$1.00 for multi-family customers.
- e. The load size charge for Schedule 48T will change by the same percentage as the price change for the overall Schedule 48T class.

- f. All other unopposed rate design changes proposed by the Company are accepted with the exception of seasonal pricing for Schedule 24. This includes, but is not limited to the following:
- i. Eliminate Schedule 18 – Three Phase Residential Rider and implement an \$8 higher basic charge for three phase residential customers.
 - ii. Merge the 2nd and 3rd energy price tiers for Schedule 24.
 - iii. Implement a time of use option for Schedule 24.
 - iv. Eliminate energy charge tiers for Schedule 36.
 - v. Implement transmission voltage delivery pricing for Schedule 48T.

B. General Provisions

32. **Comprehensive Settlement.** The agreement above includes specific items reflected in the Company’s revenue requirement. This Stipulation resolves all the disputed issues in this proceeding except for NPC and PCAM, which remain litigated issues, and acts as a modification to PacifiCorp’s rebuttal filing on the issues included in this Stipulation. While certain adjustments were specifically addressed in the Stipulation, they are being accepted only as part of this Stipulation that resolves all issues associated with the Company’s initial filing except for NPC and PCAM. As such, they should be viewed in the broader context of the total Stipulation.
33. **Discovery.** Discovery in this proceeding concluded on November 27, 2023. In the event that the Administrative Law Judge re-opens discovery to allow parties not joining the Stipulation to conduct discovery regarding the terms of the Stipulation the Parties joining the Stipulation agree not to request discovery of each other, but may request discovery of parties not joining the Stipulation.

34. Public Interest. The Parties agree that this Stipulation is in the public interest and will produce rates for the Company that are fair, just, reasonable, equitable, and sufficient.
35. Binding on Parties. The Parties agree to support this Stipulation as a settlement of the contested issues between them in this consolidated proceeding. The Parties understand that this Stipulation is not binding on the Commission or any Party unless the Commission approves it.¹⁷ If approved by the Commission, the Parties shall take all actions necessary, as appropriate, to carry out this Stipulation.
36. Integrated Agreement. The Parties agree that this Stipulation represents a compromise among competing interests and a resolution of the contested issues in this proceeding except for NPC and the PCAM. The Parties agree that this Stipulation represents the entire agreement of the Parties and supersedes all prior oral and written agreements on the issues addressed. Any adjustment to PacifiCorp's rebuttal filing not incorporated into this Stipulation directly or by reference would be resolved without an adjustment or recommendation for the purposes of this proceeding. The Parties have negotiated this Stipulation as an integrated document to be effective upon execution and Commission approval. Accordingly, the Parties recommend that the Commission adopt this Stipulation in its entirety.
37. Procedure for Supporting Stipulation. The Parties shall cooperate in submitting this Stipulation promptly to the Commission for acceptance and shall cooperate in supporting this Stipulation throughout the Commission's consideration of this

¹⁷ The exception is that prior to the Commission's approval of the Stipulation, the Parties agree to support the Stipulation before the Commission.

Stipulation. In particular, each Party shall cooperate in developing testimony and offering to present one or more witnesses to testify in support of the Stipulation, as described in WAC 480-07-740(2)(a) and (3)(a)-(b). If necessary, each Party will provide a witness to sponsor and support this Stipulation at a Commission hearing. If the Commission decides to hold such a hearing, each Party will recommend that the Commission issue an order adopting the Stipulation. No Party to this Stipulation or their agents, employees, consultants, or attorneys will engage in advocacy contrary to the Commission's adoption of this Stipulation.

38. Reservation of Rights. If the Commission accepts the Stipulation with new conditions or approves the resolution of this proceeding through provisions that are different than recommended in this Stipulation, WAC 480-07-750(2)(b) shall apply. Consistent with WAC 480-07-750(2)(b)(ii), each Party reserves the right, upon written notice to the Commission and all Parties within seven (7) days of the Commission's order, to state its rejection of the conditions. Otherwise, pursuant to WAC 480-07-750(2)(b)(i), each Party will notify the Commission within seven (7) days of the Commission's order that it accepts the conditions. If the Commission rejects this Stipulation, WAC 480-07-750(2)(c) shall apply. In the event that the Commission rejects this Stipulation or if any Party rejects a new condition imposed by the Commission, the Parties will: (1) request the prompt reconvening of a prehearing conference for purposes of establishing a procedural schedule for the completion of the case consistent with WAC 480-07-750(2)(c); and (2) cooperate in the development of a schedule that concludes the proceeding on the earliest possible date, taking into account the needs of the Parties in participating in hearings and preparing briefs.

39. Advance Review of News Releases. The Parties agree: (1) to provide each other the right to review in advance of publication any and all announcements or news releases that any Party intends to make about the Stipulation (with the right of review to include a reasonable opportunity to request changes to the text of such announcements), and (2) to include in any news release or announcement a statement that the Staff's recommendation to approve the settlement is not binding on the Commission itself.

40. No Precedent. The Parties have entered into the Stipulation to avoid further expense, inconvenience, uncertainty, and delay of continuing litigation. The Parties recognize that the Stipulation represents a compromise of the Parties' positions. As such, conduct, statements, and documents disclosed during negotiations of the Stipulation shall not be admissible as evidence in this or any other proceeding. By executing this Stipulation, no Party shall be deemed to have agreed that any provision of this Stipulation is appropriate for resolving issues in any other proceeding.

41. Execution. The Parties may execute the Stipulation in counterparts and as executed shall constitute one agreement. Copies sent by facsimile or electronic mail are as effective as original documents.

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42. Effective date. The effective date of the Stipulation is the date of the Commission order approving it.

43. This STIPULATION is entered into by each Party as of the date entered below.

Dated: December 14, 2023

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, Regulatory Policy and
Operations
PacifiCorp

Dated: December 14, 2023.

Dated: _____, 2023.

ALLIANCE OF WESTERN ENERGY
CONSUMERS

NW ENERGY COALITION

Tyler Pepple
Davison Van Cleve
Counsel for AWEC

/s/ Irion Sanger
Irion Sanger
Sanger Law P.C.
Counsel for NWEC

Dated: _____, 2023.

Dated: December 14, 2023

THE ENERGY PROJECT

WALMART INC.

/s/ Yochanan Zakai
Yochanan Zakai
Shute, Mihaly & Weinberger, LLP
Counsel for The Energy Project

/s/ Justina A. Caviglia
Justina A. Caviglia
Parsons Behle & Latimer
Counsel for Walmart

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PACIFICORP

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



Matthew McVee
Vice President, Regulatory Policy and
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CONSUMERS

NW ENERGY COALITION

Tyler Pepple
Davison Van Cleve
Counsel for AWEC

Irion Sanger
Sanger Law P.C.
Counsel for NWECC

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THE ENERGY PROJECT

WALMART INC.

Yochanan Zakai
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ALLIANCE OF WESTERN ENERGY
CONSUMERS

NW ENERGY COALITION

Tyler Pepple

Tyler Pepple
Davison Van Cleve
Counsel for AWEC

Irion Sanger
Sanger Law P.C.
Counsel for NWEC

Dated: December 14 _____, 2023.

Dated: _____, 2023

THE ENERGY PROJECT

WALMART INC.

Yochanan Zakai
Shute, Mihaly & Weinberger, LLP
Counsel for The Energy Project

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