

**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-191024, UE-190750,
UE-190929, UE-190981, UE-
180778 (Consolidated)

REVISED AND AMENDED
SETTLEMENT STIPULATION

1 PacifiCorp d/b/a Pacific Power & Light Company (PacifiCorp or Company); Staff of the Washington Utilities and Transportation Commission (Staff); Packaging Corporation of America (PCA), the Public Counsel Unit of the Attorney General’s Office (Public Counsel), The Energy Project (TEP), and Walmart, Inc. (Walmart) submit this Settlement stipulation for PacifiCorp’s General Rate Case for approval from the Washington Utilities and Transportation Commission (Commission). The parties to this proceeding, PacifiCorp, Staff, Public Counsel, PCA, TEP, and Walmart (collectively, the “Parties,” and individually “Party”) have reached a Settlement Stipulation (Stipulation) resolving all the issues in this proceeding.

2 This Stipulation is being filed with the Commission as a full settlement of the issues in this consolidated proceeding in accordance with WAC 480-07-730(1), with the exception of Docket UE-180778, which is the subject of a separate settlement stipulation.¹ The Stipulation consists of this document, entitled “Settlement Stipulation”.

¹ The settlement for that proceeding is filed separately.

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 December 13, 2019, PacifiCorp filed a general rate case with the Commission requesting an increase in revenues of approximately \$3.1 million from Washington operations, offset by the approximately \$7.1 million proposed amortization of certain tax reform benefits, resulting in an overall price reduction of approximately 1.1 percent, or \$4.0 million.

4 The filing was based on an historical twelve-month period ended June 30, 2019, adjusted for known and measurable changes. In particular, net power costs reflected the normalized pro forma costs for the 12-month period ending December 31, 2021, the rate effective period in this case, scaled back to the historical test period using the production factor.³

5 On January 9, 2020, the Commission issued an order suspending PacifiCorp's tariffs and allowing parties to conduct discovery consistent with the Commission's procedural rules.⁴ On February 3, 2020, the Commission issued a Pre-Hearing Conference Order that set a procedural schedule, which allowed for the filing of Supplemental Testimony updating PacifiCorp's revenue requirement on April 1, 2020, based on decommissioning studies that were currently ongoing at the time.⁵ The Pre-Hearing Conference Order also approved the interventions of PCA, TEP, and Walmart,

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 production factor is the ratio of the loads in the historical test period to the loads in the forecast period.

⁴ Order 01 (Jan. 9, 2020).

⁵ Order 03 at Appendix B (Feb. 3, 2020).

and granted consolidation of Dockets UE-190750, UE-190929, UE-190981, and UE-180778.

6 On March 13, 2020, the Commission issued an order that among other rulings, directed PacifiCorp to file supplemental testimony on the Colstrip coal supply agreement, also on April 1, 2020.⁶ PacifiCorp filed supplemental testimony on April 1, 2020. This supplemental testimony identified an increase in revenues of approximately \$29.8 million from Washington operations, offset by approximately \$18.8 million proposed amortization of certain tax reform benefits, resulting in an overall price increase of approximately 3.2 percent, or \$11.0 million.

7 The Parties have conducted extensive discovery in this proceeding. The Parties held an initial settlement conference on April 30, 2020, and held subsequent meetings on May 18, 2020, and May 28, 2020. The Parties presented proposals and counter-proposals which culminated in this settlement. Staff notified the administrative law judge on May 29, 2020, that an agreement had been reached.

8 This settlement is a comprehensive resolution of this consolidated proceeding, except for the issues in Docket UE-180778, which are addressed in a separate stipulation. The terms of the settlement are set forth in the following Stipulation, 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.

⁶ Order 05 at ¶11 (Mar. 13, 2020).

II. AGREEMENT

A. Rate Decrease and Rate Effective Date

9 The Parties agree that PacifiCorp shall be authorized to implement rate changes based on a revenue requirement decrease of \$5.61 million, netted against a transmission adjustment of \$5.4 million, for a total decrease of PacifiCorp's annual revenues from Washington customers of \$0.21 million (or a 0.06 percent rate decrease). This amount also includes an approximate \$1.48 million revenue requirement reduction resulting from modifications to PacifiCorp's depreciation rates, as agreed to in the separate stipulation filed in Docket UE-180778. Under Schedule 197, the Stipulation provides for a five-year amortization of the remaining tax credit balances, which is an \$11.94 million tax credit annually.⁷ Offset by the expiration on January 1, 2021, of the approximate \$8 million currently being passed back to customers through Schedule 197, this results in a total decrease of \$4.15 million for customers (1.18 percent rate decrease) in 2021 and no rate change in 2022 and 2023, subject to the results of the updates and additional proceedings agreed to in this Stipulation. Appendix A reflects the calculation of this rate change. The Parties agree that the rate change identified herein will be effective with service on and after January 1, 2021. The suspension period in this case ends on December 31, 2020.

10 As shown in Appendix A and detailed below, the Parties agree that the proposed \$4.15 million rate decrease reflects specific updates and adjustments to the Company's filed case, as well as an additional non-specific adjustment related to a compromise of issues on which resolution could not be reached.

⁷ Schedule 197 currently credits approximately \$8 million to customers. This credit expires on January 1, 2021.

B. Rate Plan

11 PacifiCorp accepts a 3-year rate plan from 2021 to 2023, with no base rate changes through 2023, except as specifically provided for in this Stipulation. To implement the rate plan, the Company agrees not to file a general rate case for rates that would be effective before January 1, 2024. However, consistent with Section II.(E) below, PacifiCorp will file a Power Cost Only Rate Case (PCORC) in 2021 to update its net power cost (NPC) baseline to reflect the day-ahead dispatch expected to occur beginning January 2021.

12 The base rates resulting from the settlement, effective January 1, 2021, include production related plant that will be in service during the latter half of 2020. The intent of this settlement and the rate plan is to provide rate stability, through a rate decrease in 2021, and no change in base rates in years 2022 and 2023, subject to the results of the updates and additional proceedings agreed to in this Stipulation. Nothing in this settlement precludes PacifiCorp or other parties from seeking deferred accounting for unanticipated costs or revenues during the rate plan period; PacifiCorp may also seek deferred accounting as appropriate under Washington's emissions performance standard, RCW 80.80.060(6) during the rate plan period. No party waives its rights to substantively object to any such deferred accounting filing.

C. Rate of Return

13 For purposes of this settlement and rate plan, the Parties agree to maintain the current authorized capital structure and cost of equity that were previously approved for

PacifiCorp in Docket UE-152253, which supports a rate of return of 7.17 percent.⁸ The Parties agree to update the cost of long-term debt to 4.92 percent.

D. Pro Forma Major Capital Additions

14 The Parties agree to a limited-issue rate filing in 2021 for review of the major capital additions included in this case that are placed in service after May 1, 2020.⁹ Rates based on the costs and benefits of the following assets are subject to refund pending review in the limited-issue filing:

- Ekola Wind Project
- TB Flats Wind Project
- Cedar Spring I Wind Project
- Cedar Springs III Wind Project
- Pryor Mountain Wind Project
- Dunlap Wind Repowering Project
- Foote Creek I Wind Repowering Project
- Aeolus to Bridger/Anticline 500kv Transmission Line Sequence 4
- Associated 230kv network upgrades

15 In the limited-issue filing, the Company will demonstrate the prudence and actual costs of major production and transmission related assets placed in service between May 2020 and the filing in 2021. The Commission will set final rates based on its review of prudence and actual project costs, which may be higher or lower than what was filed in this case. The Parties agree to support a procedural schedule that will provide for issuance of a decision by the Commission in no less than 6 months and no more than 7 months following the filing.

⁸ PacifiCorp's previously authorized return on equity was 9.5 percent, with an authorized capital structure of Long-Term Debt at 50.88 percent, Common Stock Equity at 49.10 percent, and Preferred Stock at 0.02 percent.

⁹ Consistent with this Stipulation's general provision on "No Precedent", the Parties specifically agree that the handling of pro forma capital additions as specified in this stipulation is non-precedential, and that this stipulation does not bind any party to a specific position on how proforma capital additions should be handled in any future rate proceeding.

16 The Parties agree there will be no further incorporation of capital additions into rates through 2023. PacifiCorp may include in the limited-issue filing in 2021 any unanticipated capital additions placed into service prior to the filing, which if found prudent by the Commission, will be recovered in rates as a part of the Company's next general rate case. Any such unanticipated capital additions will be excluded from the calculation of the Company's baseline NPC in the PCORC specified below, unless the Company is allowed to defer the revenue requirement associated with unanticipated capital additions until its next rate case, in which case the associated benefits will be included in baseline NPC.

E. Net Power Costs

17 Parties agree that the NPC baseline will be updated based on a nodal dispatch through a PCORC filed in 2021. The only effect from this PCORC on rates will be a change in the NPC baseline which could be higher or lower. The prudence of any costs associated with nodal dispatch and modeling nodal dispatch will also be subject to review in the PCORC. For the purposes of NPC baseline until the baseline is revised in the PCORC in 2021, the parties agree to the following provisions below.

1. Energy Imbalance Market

18 Energy Imbalance Market (EIM) forecast costs (normally included in NPC) and benefits will be included in base NPC and actual EIM costs and benefits will flow through PacifiCorp's power cost adjustment mechanism (PCAM). Non-NPC EIM costs will be moved to base rates as per the Commission's final order in Docket UE-152253.¹⁰ The Parties agree not to oppose a Staff or Generic Commission investigation into the

¹⁰ *WUTC v. Pacific Power & Light Co., a division of PacifiCorp*, Docket No. UE-152253, Order 12 at ¶14 (Sept. 1, 2016).

modeling of EIM benefits. This agreement does not bind any party to a specific approach, calculation, or method for determining or modeling EIM benefits.

2. Production Tax Credits

19 Production tax credits (PTCs) will be credited to customers in a manner that matches the costs in the PCAM without running through the mechanism; differences between the actual and projected PTCs will not flow through the PCAM deferral account. Instead, these amounts will receive separate accounting treatment and be trued up on an annual basis. In accordance with the Parties' intent to align costs and benefits, PTCs associated with the pro forma capital additions identified in Section II.(D) are subject to refund. The Parties agree that this settlement does not foreclose any Party from taking any position on expiring PTCs.

3. Baseline

20 The revenue requirement in this Settlement Stipulation includes a NPC baseline of approximately \$102 million, representing an approximate \$10.5 million reduction from the baseline included in PacifiCorp's April 1, 2020 filing. The NPC baseline will be updated on October 15, 2020 (October Update). Except as explicitly stated below, the October Update will be calculated in the same manner as the baseline that was used to derive the revenue requirement in this settlement. The October Update must be based on the most recent Official Forward Price Curve (OFPC) available (September 2020 OFPC) and treat EIM costs consistent with Section II.(E)(1) above. This update will also include: a black box adjustment reducing NPC by \$1,357,952, line loss savings of 11.5 aMW, and reliability cost savings of 36.5 aMW for the Energy Vision 2020 additions (Ekola, TB Flats, and Cedar Springs), if beneficial to Washington customers.

21 If necessary and to the extent possible, deviations in the positive direction
(increase in rates) from the NPC baseline estimated in this settlement as a result of the
October Update will ~~be offset by the balance~~ be reflected in the deferral account for the
PCAM.

4. Colstrip Unit 4

22 The Parties support deferred accounting treatment for major maintenance
expenses at Colstrip Unit 4 through 2020 and early 2021. This deferral can be reviewed
for prudence as a part of the 2021 PCORC and prudent expenses can be recovered in
rates as part of the Company's next general rate case, notwithstanding the limitations
specified above.

F. WIJAM MOU & 2020 Protocol

23 The Parties support the implementation of the Washington Interjurisdictional
Allocation Methodology Memorandum of Understanding (WIJAM MOU)¹¹ and 2020
Protocol¹² according to their relevant terms and conditions.

1. Transmission Adjustment

24 The WIJAM MOU originally outlined a three-year phase-in approach to including
these costs in Washington's rates through a combination of an update to the revenue
requirement in this case and a separate tariff rider, the System Transmission Adjustment.
However, this settlement eliminates the three-year phase-in and provides for an allocation
of PacifiCorp's System Transmission costs in base rates on January 1, 2021. Consistent
with the WIJAM MOU, before December 31, 2023, the Company will need to present a

¹¹ Wilding, Exh. MGW-2.

¹² Lockey, Exh. EL-3.

method for excluding the costs and benefits of all transmission-voltage, radial lines connecting resources not otherwise included in Washington rates to PacifiCorp's interconnected, network transmission system.¹³

2. Accelerated Depreciation

25 The Parties' stipulated revenue requirement includes the acceleration of depreciation for Colstrip Unit 4 and the Jim Bridger Plant to year-end 2023. Once Colstrip Unit 4 or the Jim Bridger Plant facilities are removed from the Company's revenue requirement, PacifiCorp will not seek to recover additional investments in those facilities in Washington rates.

3. Decommissioning and Remediation

26 The Parties' stipulated revenue requirement includes the recovery of additional Decommissioning & Remediation (D&R) costs¹⁴ over 10 years (2021 through 2030) in the amount of \$10,867,247 (total company) and other plant-related closure costs in the amount of \$6,283,189 (total company) per year for Colstrip Unit 4 and the Jim Bridger Plant. Parties agree to the decommissioning balancing account as proposed in Exhibit MGW-1CT, where Washington's share of the costs are recorded in a balancing account that is reflected as a reduction to rate base. Parties agree to use the D&R cost estimates provided in PacifiCorp's April 1, 2020 supplemental filing for purposes of setting rates in this proceeding only, but take no position on the accuracy of this estimate overall or of the individual D&R components. Parties further agree that these estimates are not

¹³ WIJAM MOU at 4.1.3.1. Staff anticipates this process being collaborative. However, if it need be it can be subject to adjudication as a part of the compliance with this docket or in a future general rate case.

¹⁴ The additional decommissioning and remediation is based on the Decommissioning Studies issued in January and March 2020 as compared to the level of decommissioning and remediation originally included in the Company's 2018 Depreciation Study.

precedential in any way, and reserve all rights to challenge future decommissioning cost estimates in subsequent general rate cases or other proceedings in which such costs are at issue.

4. Bridger Coal Company

27 The Company's current baseline NPC include \$18,753,699 (total company) of contributions to the Bridger Coal Company (BCC) Reclamation Trust Fund through fuels costs for the Jim Bridger Plant. The Parties' stipulated revenue requirement also includes recovery of additional, incremental reclamation and depreciation over 10 years (2021 through 2030) in the amount of \$11,815,290 per year (total company), for Bridger Mine reclamation and depreciation costs beyond 2023. As with the D&R costs above, Washington's share of these costs will be recorded in a balancing account that will be part of rate base.

28 PacifiCorp agrees to hold a workshop during the fall of 2020 on BCC costs, which will include, but not be limited to: (1) customers' historical contribution to BCC costs; (2) how BCC costs are reflected in Washington rates and in what amount; and (3) the estimated remaining contribution of Washington customers to these costs. PacifiCorp agrees to provide presentation materials and work papers relevant to the workshop at least two weeks prior to the workshop. PacifiCorp further agrees to track customers' contribution to BCC costs over the period of the rate plan in a manner that allows Parties to review these contributions in PacifiCorp's next general rate case.

G. Rate Spread

29 The Parties agree that the rate decrease under this settlement will be spread to all rate schedules, other than street lighting, on an equal percentage of revenue basis. Street

lighting schedules will be set at their cost of service as specified in the initial application. Appendix B to this Stipulation shows the results of the agreed rate spread by rate schedule.

H. Rate Design

30 Appendix B demonstrates the Parties' agreed upon rate design, shows the monthly impact of the rate change on residential customers, and contains the workpapers reflecting the rates designed to collect the revenue requirement specified in this settlement. ~~Appendix C contains the proposed tariff schedules designed to collect this revenue requirement.~~

1. Residential Rate Design

31 The Parties agree that the Company's residential basic charge will be set at \$7.75 and the inclining block tiered energy charge rate structure will be flattened by 25 percent.

2. Non-Residential Rate Design

32 All of the Company's changes for non-residential rate design proposed in the Company's initial filing are implemented, except that the relationship between the first and second block energy charges on Schedule 36 are maintained and the billing determinants used to set rates for Schedule 48T – Dedicated Facilities are re-calculated to be based upon calendar year 2019 information.

3. Pilot Programs

33 The Parties support the Company's proposed pilot programs identified in its December 13, 2019 filing. As part of PacifiCorp's pilot program to remove fees associated with payment methods, all paystation fees will be eliminated. Staff and interested Parties will work with the Company over the next few months to develop a

Monitoring and Reporting plan for these pilot programs. At a minimum, the Monitoring and Reporting plan will include the impacts on low-income and other vulnerable customers. The Company will host a regional meeting by June 30, 2021, on emerging technologies that may help it meet its future resource adequacy needs.

I. Low Income Programs

34 The Parties agree to the formation of an Advisory Group for the LIBA Program consisting of PacifiCorp, The Energy Project, Public Counsel, Commission Staff, NW Energy Coalition, and agency representatives and other interested stakeholders. The first meeting will be held within 60 days of the final order adopting this Stipulation, with quarterly meetings thereafter. The Advisory Group will have the following goals:

- Keep customers connected to electric service;
- Provide assistance to more customers than are currently served;
- Lower the energy burden of LIBA Program participants;
- Collect data necessary to assess LIBA Program effectiveness;
- Inform ongoing policy discussions.

35 The LIBA Advisory Group will specifically review: (1) the sufficiency of funding levels and other mechanisms to expand access to bill assistance, and (2) the possibility of increasing the size of the first energy block to 800 or 1000 kWh in order to create an initial “lifeline” block.

36 The Parties agree that the LIBA Advisory Group will use best efforts to develop a bill discount proposal for the LIBA program with equitable impacts across usage levels, with the Advisory Group process to be completed within one year of the final order adopting this Stipulation.

37 The Company agrees to file annual reports of the LIBA program status with the Commission, with content comparable to the PSE HELP and Avista LIRAP annual

reports where applicable. The first report will be filed one year after the final order adopting this Stipulation, with subsequent reports due 120 days after the end of the program year. The Company agrees to provide a draft report to the LIBA Advisory Group for comment before filing the first annual report.

J. Disconnection Practices

1. Disconnection Data Reporting

38 PacifiCorp agrees to continue to provide its current monthly State of Washington Low-income Data Tracking report and to include the following information on disconnections, credit, and collection data, in the LIBA program annual report:

- Total disconnections for all purposes
- Total disconnections of residential customers for non-payment
- Total disconnections of LIBA and LIHEAP participants for non-payment
- Total remote disconnection, if any, for non-payment
- Total remote disconnection of LIBA and LIHEAP customers for non-payment if any
- Total disconnections of customers with a medical emergency verified at the premises within the previous two years
- Number of payments, amount received, and mode of payment (cash, check, electronic, etc.) received during a field/premise visit to the service address, made by the customer to prevent disconnection
- Number of free and fee-paid pay stations
- Number and nature of customer complaints related to disconnection
- Number of deferred payment plans and the amount deferred
- Arrearage amounts

2. Disconnection Reduction Plan

39 In consultation with the LIBA Advisory Group, PacifiCorp agrees to develop a Disconnection Reduction Plan and to file the Plan with the Commission within one year of the final order adopting this Stipulation.

3. Premise Visits

40 Consistent with Commission regulations, PacifiCorp agrees to continue premise visits to residential service addresses to disconnect service for non-payment. PacifiCorp will accept payment, including cash payment, at the service address during the premise visit to allow the residential customer to avoid disconnection.

K. Additional Provisions

1. Renewable Energy Credits

41 The Parties agree with the Company's proposed treatment for Renewable Energy Credits (RECs).¹⁵ However, the \$300,000 REC one-time purchase should be amortized and tracked for true-up in the existing mechanism over three years.

2. Decoupling

42 The Parties agree to the proposed changes to the decoupling mechanism as specified in PacifiCorp's initial filing.¹⁶

3. Idaho Asset Exchange

43 The Parties agree that the investments related to the Idaho Asset Exchange¹⁷ are prudent and deem the requirements from Docket UE-152253 to have been satisfied.

4. Investor Supplied Working Capital

44 Work papers related to Investor Supplied Working Capital (ISWC) in future rate cases will use the format provided in the Company's 2nd Supplemental Response to UTC Data Request No. 81.¹⁸ Specifically, ISWC will reflect AMA account balances, by subaccount, in one of the following categories: current assets, current liabilities, average

¹⁵ Lockey, Exh. EL-1T at 34-36.

¹⁶ Meredith, Exh. RMM-1T at 61-64.

¹⁷ Vail, Exh. RAV-1T at 11-15.

¹⁸ Attached as Appendix CD.

invested capital, and investments. The ISWC presentation will then categorize the investment AMA amounts as Washington, Other States, or Non-Operating/Other. Then, it will multiply ISWC by the percentage of the total investment representing Washington, to calculate ISWC for Washington.

5. Tax Normalization

45 Parties agree that the Company will use a normalized method of accounting for all temporary book-tax differences, with the exception of equity AFUDC, on a prospective basis beginning January 1, 2021.

L. General Provisions

46 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 and acts as a modification to PacifiCorp's proposed filing on the issues included in this Stipulation. While certain adjustments were specifically addressed in the settlement, they are being accepted only as part of a comprehensive settlement stipulation that resolves all issues associated with the Company's initial filing. As such, they should be viewed in the broader context of the total settlement stipulation.

47 Discovery. The Parties agree to suspend all discovery in this proceeding pending filing and consideration of this Stipulation. In the event the case resumes, the Parties agree to work cooperatively to develop a new schedule taking into consideration the delay associated with this settlement.

48 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, and sufficient.

49 Binding on Parties. The Parties agree to support this Stipulation as a settlement of the contested issues between them in this consolidated proceeding, except for the issues raised in Docket UE-180778, which are the subject of a separate settlement stipulation. The Parties understand that this Stipulation is not binding on the Commission or any Party unless the Commission approves it.¹⁹ If approved by the Commission, the Parties shall take all actions necessary, as appropriate, to carry out this Stipulation.

50 Integrated Agreement. 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. 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.

51 Procedure for Supporting Stipulation. The Parties shall cooperate in submitting this Stipulation promptly to the Commission for acceptance, and cooperate in supporting this Stipulation throughout the Commission’s consideration of this 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.

¹⁹ The exception is that prior to the Commission’s approval of the Stipulation, the Parties agree to support the Stipulation before the Commission.

52 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 proposed new condition, 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.

53 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.

54 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.

55 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.

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

This STIPULATION is entered into by each Party as of the date entered below.
DATED: ~~November 6~~July 17, 2020.

ROBERT W. FERGUSON
Attorney General

PACIFICORP

Jennifer Cameron-Rulkowski
Assistant Attorney General
Counsel for the Washington Utilities and
Transportation Commission Staff

Etta Lockey
Vice President, Regulation
Pacific Power

Dated: _____, 2020

Dated: _____, 2020

ROBERT W. FERGUSON
Attorney General

PACKAGING CORPORATION OF
AMERICA

Nina Suetake
Assistant Attorney General
Public Counsel Unit of the Attorney General's
Office

Tyler Pepple
Davison Van Cleve
Counsel for Packaging Corporation of
America

Dated: _____, 2020

Dated: _____, 2020

THE ENERGY PROJECT

WALMART, Inc.

Simon ffitich
Counsel for The Energy Project

Vicki Baldwin
Parsons Behle & Latimer
Counsel for Walmart

Dated: _____, 2020

Dated: _____, 2020