

**BEFORE THE WASHINGTON  
UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of  PACIFICORP, d/b/a PACIFIC POWER & LIGHT COMPANY'S  Clean Energy Implementation Plan	Docket UE-210829  FULL MULTI-PARTY SETTLEMENT AGREEMENT
--	--

**I. Parties**

*1* This Full Multi-Party Settlement Agreement (Agreement) is entered into by PacifiCorp d/b/a Pacific Power & Light Company (PacifiCorp or Company), Commission Staff (Staff), NW Energy Coalition (NVEC), Sierra Club, The Energy Project (TEP), and the Public Counsel Unit of the Washington State Office of the Attorney General (Public Counsel) (collectively, Settling Parties). This Agreement represents a comprehensive settlement under WAC 480-07-730(3)(a) of all issues in this case by the Settling Parties. The only party to this docket that does not join the Agreement is the Alliance of Western Energy Consumers (AWEC), and AWEC does not oppose the Agreement.

**II. Background**

*2* PacifiCorp filed its initial 2021 CEIP with the Commission on December 30, 2021 (CEIP). Among other things, the CEIP included the Company's anticipated interim and specific targets to achieve Washington's Clean Energy Transformation Act (CETA) clean energy standards. These interim targets were based primarily on the Company's

2021 Integrated Resource Plan (IRP)<sup>1</sup> that was filed with the Commission in September of 2021,<sup>2</sup> and was the result of a years-long stakeholder process to inform the Company’s 20-year planning document. The Clean Energy Implementation Plan is a four-year action plan specific to Washington customers and communities that focuses on community-based actions that move us toward meeting the Clean Energy Transformation Act’s milestones.

3           Representatives of all parties to this docket appeared at settlement conferences held on July 7 and August 21, 2023, and for the purpose of narrowing or resolving the contested issues in this proceeding. Those discussions led to this Agreement.

4           The Settling Parties have reached a full settlement of the issues in this proceeding. The Settling Parties understand that this Agreement is subject to approval by the Commission and respectfully request that the Commission issue an order approving this Agreement in its entirety.

### **III. Agreement**

5           The Settling Parties agree that the Commission should approve PacifiCorp’s Revised CEIP, subject to the conditions identified in Attachment A.<sup>3</sup>

### **IV. Effect of the Settlement Agreement**

6           Binding on Settling Parties. The Settling Parties agree to support the terms of this Agreement throughout this proceeding and recommend that the Commission issue an order approving and adopting this Agreement. The Settling Parties understand that this Agreement is subject to Commission approval. If the Commission does not accept this

---

<sup>1</sup> *In re PacifiCorp’s 2021 CEIP*, Docket No. UE-210829, Final 2021 CEIP, at 7, Figure 1.1 (available here: <https://apiproxy.utc.wa.gov/cases/GetDocument?docID=85&year=2021&docketNumber=210829>).

<sup>2</sup> *In re PacifiCorp’s 2021 IRP*, Docket No. UE-220420, 2021 Final IRP (Sept. 1, 2021).

<sup>3</sup> *In re PacifiCorp’s 2021 CEIP*, Docket No. UE-210829, Revised 2021 CEIP (Mar. 13, 2023).

Agreement, then the Settling Parties shall be free to assert their pre-settlement positions and agree that neither this Agreement nor any statements or admissions contained herein shall be admissible or used for any purpose in this docket or any other proceeding for any purpose; provided, however, that any Settling Party may disclose the existence or terms of this Agreement when required to do so by law.

7           Settlement is a Compromise. The Settling Parties agree that this Agreement represents a compromise of the positions of the Settling Parties.

8           Negotiations not Admissible. Conduct, statements, and documents disclosed while negotiating this Agreement shall not be admissible evidence in this or any other proceeding except in any proceeding to enforce the terms of this Agreement or any Commission Order adopting those terms.

9           Integrated Terms of Agreement. The Settling Parties have negotiated this Agreement as an integrated document. Accordingly, the Settling Parties recommend that the Commission adopt this Agreement in its entirety. Each Settling Party has participated in the drafting of this Agreement, so it should not be construed in favor of, or against, any Settling Party.

10          Procedure. The Settling Parties shall cooperate in submitting this Agreement promptly to the Commission for acceptance. Each Settling Party shall make available a witness or representative in support of this Agreement. The Settling Parties agree to cooperate, in good faith, in the development of such other information as may be necessary to support and explain the basis of this Agreement and to supplement the record accordingly.

11           Reservation of Rights. Each Settling Party may offer into evidence its pre-filed testimony and exhibits as they relate to the issues in this proceeding, together with such evidence in support of this Agreement as may be offered at the time of the hearing on this Agreement. If the Commission rejects all or any material portion of this Agreement, or adds additional material conditions, each Settling Party reserves the right, upon written notice to the Commission and all Settling Parties to this proceeding within seven days of the date of the Commission's Order, or within any shorter notice period the Commission may require under WAC 480-07-750(2)(b)(ii), to withdraw from this Agreement. If any Settling Party exercises its right of withdrawal, this Agreement shall be void and of no effect, and the Settling Parties will support a joint motion for a procedural schedule to address the issues that would otherwise have been settled herein.

12           News Releases. All Settling Parties agree to include in any news release or announcement a statement that Staff's recommendation to approve the Agreement is not binding on the Commission itself. This subsection does not apply to any news release or announcement that otherwise makes no reference to Staff.

13           No Precedent. The Settling Parties enter into this Agreement to avoid further expense, uncertainty, and delay. By executing this Agreement, no Settling Party shall be deemed to have accepted or consented to the facts, principles, methods or theories employed in arriving at this Agreement and, except to the extent expressly set forth in this Agreement, no Settling Party shall be deemed to have agreed that this Agreement is appropriate for resolving any issue in any other proceeding.

14           Public Interest. The Settling Parties agree that this Agreement is in the public interest.

Execution. This Agreement may be executed by the Settling Parties in several counterparts and as executed shall constitute a single settlement agreement.

Entered into this 22nd, day of September 2023,

PacifiCorp:

  
\_\_\_\_\_  
Matt McVee  
Vice President, Regulatory Policy and Operations

Staff of the Washington  
Utilities and Transportation  
Commission:

/s/ Nash Callaghan  
Nash Callaghan  
Assistant Attorney General

Public Counsel Unit  
Washington State Office of the  
Attorney General:

\_\_\_\_\_  
Ann Paisner, WSBA No. 50202  
Assistant Attorney General

NW Energy Coalition:

\_\_\_\_\_  
Lauren McCloy  
Policy Director

Sierra Club:

\_\_\_\_\_  
Lindsay Beebe  
State Lobbying and Advocacy Representative

The Energy Project:

\_\_\_\_\_  
Shaylee Stokes  
Director

Execution. This Agreement may be executed by the Settling Parties in several counterparts and as executed shall constitute a single settlement agreement.

Entered into this 22nd, day of September 2023,

PacifiCorp:

\_\_\_\_\_  
Matt McVee  
Vice President, Regulatory Policy and Operations

Staff of the Washington  
Utilities and Transportation  
Commission:

/s/ Nash Callaghan  
Nash Callaghan  
Assistant Attorney General

Public Counsel Unit  
Washington State Office of the  
Attorney General:

*Ann Paisner*  
\_\_\_\_\_  
Ann Paisner, WSBA No. 50202  
Assistant Attorney General

NW Energy Coalition:

\_\_\_\_\_  
Lauren McCloy  
Policy Director

Sierra Club:

\_\_\_\_\_  
Lindsay Beebe  
State Lobbying and Advocacy Representative

The Energy Project:

\_\_\_\_\_  
Shaylee Stokes  
Director

Execution. This Agreement may be executed by the Settling Parties in several counterparts and as executed shall constitute a single settlement agreement.

Entered into this 22nd, day of September 2023,

PacifiCorp:

\_\_\_\_\_  
Matt McVee  
Vice President, Regulatory Policy and Operations

Staff of the Washington  
Utilities and Transportation  
Commission:

\_\_\_\_\_  
Nash Callaghan  
Assistant Attorney General

Public Counsel for the  
Washington State Office of the  
Attorney General:

\_\_\_\_\_  
Ann Paisner  
Assistant Attorney General

NW Energy Coalition:

  
\_\_\_\_\_  
Lauren McCloy  
Policy Director

Sierra Club:

\_\_\_\_\_  
Lindsay Beebe  
State Lobbying and Advocacy Representative

The Energy Project:

\_\_\_\_\_  
Shaylee Stokes  
Director

Execution. This Agreement may be executed by the Settling Parties in several counterparts and as executed shall constitute a single settlement agreement.

Entered into this 22nd, day of September 2023,

PacifiCorp:

\_\_\_\_\_  
Matt McVee  
Vice President, Regulatory Policy and Operations

Staff of the Washington  
Utilities and Transportation  
Commission:

\_\_\_\_\_  
Nash Callaghan  
Assistant Attorney General

Public Counsel for the  
Washington State Office of the  
Attorney General:

\_\_\_\_\_  
Ann Paisner  
Assistant Attorney General

NW Energy Coalition:

\_\_\_\_\_  
Lauren McCloy  
Policy Director

Sierra Club:

  
\_\_\_\_\_  
Lindsay Beebe  
State Lobbying and Advocacy Representative

The Energy Project:

\_\_\_\_\_  
Shaylee Stokes  
Director

Execution. This Agreement may be executed by the Settling Parties in several counterparts and as executed shall constitute a single settlement agreement.

Entered into this 22nd, day of September 2023,

PacifiCorp:

\_\_\_\_\_  
Matt McVee  
Vice President, Regulatory Policy and Operations

Staff of the Washington  
Utilities and Transportation  
Commission:

/s/ Nash Callaghan  
Nash Callaghan  
Assistant Attorney General

Public Counsel Unit  
Washington State Office of the  
Attorney General:

\_\_\_\_\_  
Ann Paisner, WSBA No. 50202  
Assistant Attorney General

NW Energy Coalition:

\_\_\_\_\_  
Lauren McCloy  
Policy Director

Sierra Club:

\_\_\_\_\_  
Lindsay Beebe  
State Lobbying and Advocacy Representative

The Energy Project:

  
Ellison Folk, Shute, Mihaly & Weinberger  
LLP for  
Shaylee Stokes  
Director

## V. Attachment A – PacifiCorp’s Revised 2021 CEIP Conditions List

1. Implementation Deadlines. Each condition will be implemented in the July 2024 CEIP progress report (2024 Filing), in the 2025 CEIP, or as otherwise discussed in each condition below.
2. Rate Recovery. Ratemaking treatment of prudently incurred costs will be fully determined in a separate proceeding. To recover prudently incurred costs associated with implementing this CEIP and associated conditions, the Company will file a separate accounting petition to address deferred accounting for such costs until they are reviewed and deemed prudent for recovery, or not, by the Commission. Due Date: N/A
3. CBI Condition 1. PacifiCorp agrees to track and report the CBIs and metrics included in its Revised CEIP and this Settlement in future CEIP progress and compliance reports. PacifiCorp commits to work to expand data availability during this CEIP period. The Company does not have to duplicate data collection efforts if it is collecting the same data in other dockets, but it may use that data for CBI and metric reporting. Due Date: 2024 Filing and 2025 CEIP.
4. CBI Condition 2. For its CBI – Residential customer disconnections – PacifiCorp agrees to replace its metric (“number of residential customer disconnections including disconnections within named communities”) with the following metric: Number and percentage of residential electric disconnections for nonpayment by month, measured by location and demographic information (zip code/census tract, KLI customers, Vulnerable Populations (where known), Highly Impacted Communities, and for all customers in total). If residential disconnections are not required to be reported quarterly to the Commission in any other docket (e.g., U-200281 or U-210800) or rule, PacifiCorp will report residential disconnections as reported pursuant to Commission Order 04 (Appendix A Third Revised Term Sheet, Section J, Part 2 a), in Docket U-200281, on a quarterly basis through the end of this CEIP implementation period (December 31, 2025). Due Date: 2024 Filing and 2025 CEIP.
5. CBI Condition 3. For its CBI – Residential customer disconnections – PacifiCorp agrees to add the following metric: Residential arrearages as reported pursuant to Commission Order 04 (Appendix A Third Revised Term Sheet, Section J, Part 8 a-c) in Docket U-200281 (arrearage data for Section J, Part 2 is reported quarterly by zip code). If residential arrearages are not required to be reported to the Commission in any other docket (e.g., U-200281 or U-210800) or rule, PacifiCorp will track the following residential electric data by month, measured by location and demographic information (zip code/census tract, KLI customers, Vulnerable Populations (where known), Highly Impacted Communities, and for all customers in total) and report the data to the Commission on a quarterly basis through the end of this CEIP implementation period (December 31, 2025) The number of customers with past-due balances (arrearages); and, the amount of past-due balances that are 30+, 60+, and

90+ days past due, and the total amount of arrearages. Due Date: 2024 Filing and 2025 CEIP.

6. CBI Condition 4. For its CBI – Households experiencing high energy burden – PacifiCorp agrees to revise its metrics to include the following: Number and percent of households with high energy burden, with high energy burden defined as greater than or equal to six percent of household annual income; and average excess burden per household. This CBI will be separately tracked and reported for all PacifiCorp customers, known low income (KLI) customers and Named Communities. KLI customers are defined as those who have received energy assistance during the prior two years. Due Date: 2024 Filing and 2025 CEIP.
7. CBI Condition 5. For its CBI – Culturally and linguistically responsive outreach and program communication – PacifiCorp agrees to add “including increased availability of translation services for all PacifiCorp programs, including credit, collection, and payment”, and to add the following metrics: Number of programs for which PacifiCorp provides translation services or translated material; and Number of languages PacifiCorp uses for translated material. PacifiCorp will also provide a list of all programs for which it provides translation services or translated material and the format of the service or material (e.g., telephone translation, brochure, notice, website). Due Date: 2024 Filing and 2025 CEIP.
8. CBI Condition 6. For its CBI – Participation in company energy efficiency programs and billing assistance programs – PacifiCorp agrees to track both “number and percentage” for its metrics for participation in energy efficiency and bill assistance programs. PacifiCorp agrees to add the following metrics: Number of residential appliance and equipment rebates provided to Named Community customers (where known); Number of residential rebates provided to customers residing in rental units; and Investment and/or energy efficiency savings in rental residential housing stock. PacifiCorp agrees to discuss strategies to increase the number of participating households in Named Communities with its EAG, LIAC, and DSMAG, and will move forward with feasible strategies, if identified. Due Date: 2024 Filing and 2025 CEIP.
9. CBI Condition 7. PacifiCorp agrees to add the following CBI and metrics to the CETA category of Energy Benefits CBI: Increase named community clean energy. Metrics: (1) Total MWh of distributed energy resources 5 MW and under, where benefits and control of the resource accrue to members of named communities; (2) Total MWs of energy storage resources 5 MW and under, where benefits and control of the resource accrue to members of named communities; (3) Number (i.e., sites, projects, and/or households) of distributed renewable generation resources and energy storage resources, where benefits and control of the resource accrue to members of named communities, including storage/backup/emergency powered centers for emergencies; and (4) Total MWh of energy savings from EE programs, where benefits and control of the savings accrue to members of named communities. ; and (5) Where known, for 1, 2, 3, and 4 above, PacifiCorp will specify whether the named

community resources are HIC and/or VP and/or known LI. For vulnerable populations, where known, PacifiCorp will specify named community resources broken down by the sensitivity factors and/or socioeconomic factors that led the customer or community to be designated vulnerable. Due Date: 2024 Filing and 2025 CEIP.

10. CBI Condition 8. PacifiCorp agrees that the metric, “SAIDI, SAIFI, and CAIDI\* at area level including and excluding major events” for the CBI “Frequency and duration of energy outages” will also include data for the frequency of customer outages for Vulnerable Populations (where available). PacifiCorp will also measure the frequency of outages using the IEEE index Customers Experiencing Multiple Outages (CEMI) “0” as this is more specific to customer outages than a system level metric. The Company will report CEMI values after discussing relevant threshold values with its stakeholders and comparison to peer utilities. Due Date: 2024 Filing and 2025 CEIP.
11. CBI Condition 9. After coordinating with PacifiCorp’s stakeholders, PacifiCorp will create a separate column in Table 2.3 of the 2021 PacifiCorp CEIP that indicates the desired goal, objective, target or directionality for each CBI, and another separate column that indicates specific actions that are relevant to meeting each CBI goal (as referenced in Appendix C), objective, target, or directionality. PacifiCorp will include the specific metrics agreed to in this Settlement in a separate column in Table 2.3 in the July 2024 filing, and 2025 CEIP.
12. CBI Condition 10. PacifiCorp recognizes that not all CBIs and metrics will be relevant or applicable to resource selection. PacifiCorp will develop, in conjunction with relevant advisory groups (including but not limited to the DSMAG, EAG, and LIAC) and stakeholders, a transparent methodology for applying CBIs and metrics that are appropriate for future resource planning and acquisition decisions. This will include changes to its weighting and scoring processes for future resource acquisition processes. Due Date: 2025 CEIP.
13. CBI Condition 11. PacifiCorp will incorporate CEIP CBIs and metrics into a publicly accessible comprehensive report card that includes all metrics and baseline data that the Company reports to the Commission, available on the Company’s CEIP website within 60 days of the final order. If data for all metrics is not available for any final approved metrics, PacifiCorp will list the metric and indicate in the report card “data coming soon”. PacifiCorp also agrees to prepare and file with the Commission in the CEIP docket a comprehensive list of all Customer Benefit Indicators, related metrics, and baseline data. Due Date: Within 60 days of final order in Docket UE-210829 for CBIs and metrics from the initial CEIP, and in the 2024 Filing to incorporate additional CBIs and metrics required by these Conditions.
14. CBI Condition 12. In its 2025 CEIP, PacifiCorp will provide a clear explanation of how it arrived at each CBI and metric, and how those metrics will be impacted by PacifiCorp’s specific actions. Due Date: 2025 CEIP.

15. CBI Condition 13. PacifiCorp must choose at least two of its current CBIs and work with stakeholders to determine which five subsets of PacifiCorp’s named communities in its system, and at what granularity, should be tracked and reported for the chosen CBIs. Due Date: 2024 Filing, or 2025.
16. CBI Condition 14. PacifiCorp will convene interested stakeholders for up to two workshops to review and improve the Company’s approach to identifying and tracking vulnerable populations. These workshops will consider the vulnerability factors listed below (including reasonable alternatives or additions), and determine the extent to which the Company should incorporate each into the 2025 CEIP. Due Date: Workshops will be initiated no later than July 1, 2024, and findings from these workshops shall be incorporated and reported on within the Company’s 2025 CEIP. Factors include:
- Sensitive populations (disability, cardiovascular disease, low birth weights, higher rates of hospitalization, home care);
  - Energy security/insecurity (arrearage/disconnections, estimated energy burden, housing burden);
  - Other socioeconomic factors (access to digital/internet resources, access to food, access to health care, educational attainment level, historical redline influence, linguistic isolation, race, transportation expense, unemployment, poverty, deep poverty, renter status, seniors with fixed income, housing quality);
  - Geographic areas that PacifiCorp identified as “high needs” or “underserved” in the most recent Biennial Conservation Plan;
  - Geographic areas with an average home energy burden of 6% or more for income for households with annual income less than 200% of the federal poverty level;
  - Qualified Census Tracts as defined by HUD for purposes of the Low-Income Housing Tax Credit program; and
  - Geographic areas considered to be a “community in economic distress” as defined by the U.S. Department of Treasury for purposes of the New Markets Tax Credit program.
17. Transparency Condition 1. PacifiCorp will provide a copy of its PLEXOS model database files in native file format upon request by any intervenor with a signed confidentiality agreement, subject to relevant and appropriate confidentiality concerns. The compressed version will include the PLEXOS database file (with a .xml extension) or the functional equivalent, and all data input files (with .csv extensions), organized using a structure that will allow a party knowledgeable in PLEXOS to load, execute, and run the Company’s CEIP portfolio model via PLEXOS. Additionally, PacifiCorp will include a “readme” file with instructions for how interested parties that are knowledgeable in PLEXOS can load, execute, and run the compressed CEIP portfolio model using the PLEXOS long-term capacity

expansion software. PacifiCorp will also file a version of the same PLEXOS input and output files in an easily accessible format, such as Excel. Due Date: 2025 CEIP.

18. Transparency Condition 2. PacifiCorp will make a meaningful effort to review each workpaper file for sensitive commercial information and to the extent reasonable ensure that any non-confidential information within a workpaper designated as confidential is also provided in a non-confidential workpaper. With this understanding, PacifiCorp will not file with confidential designation any information that is not commercially sensitive, including (but not limited to) information filed with the Commission in other dockets without confidential designation, and information reported to the Commission or any other regulatory body that is reported without confidential designation. Due Date: 2025 CEIP.
19. Transparency Condition 3. PacifiCorp's workpaper index will include a parenthetical, naming convention, taxonomy, or other description that is intuitive and makes it easy to tell what is in each file and how one file connects with another. Due Date: 2025 CEIP.
20. Transparency Condition 4. PacifiCorp will provide non-disclosure agreements (NDAs) for interested parties to sign in future CEIP dockets subject to relevant and appropriate confidentiality objections, even if the CEIP is not being adjudicated, so that those individuals can view confidential data filed in the docket. Due Date: 2025 CEIP.
21. Transparency Condition 5. PacifiCorp will include a read-me tab at the beginning of each summary report Excel workpaper that explains what information or data is in each subsequent tab, and PacifiCorp's workpaper index will crosswalk how that data flows through to other tabs and other workpapers (i.e., analytic files) that may depend on data from the given file. Due Date: 2025 CEIP.
22. Transparency Condition 6. PacifiCorp will: (1) fund the purchase of four (4) full or partial licenses for Staff to use the PLEXOS model, including reasonable development, training, and support provided by Energy Exemplar to train Staff how to use and operate the software; (2) use reasonable efforts to support WUTC's contract negotiations with Energy Exemplar; and (3) provide live PLEXOS support to Staff regarding PacifiCorp's CEIP modeling, not to exceed 4 hours each month, that includes but is not limited to, live demonstration of portfolio runs, and review of file inputs for all relevant models used in PacifiCorp's CEIP (if relying on screen shots of PLEXOS files or email question-and-answer support is not sufficient). This support provided by PacifiCorp shall not include general PLEXOS development, training, or support. The parties do not object to the Company seeking full cost-recovery of these PLEXOS-related licensing costs, expenses, and support. Due Date: Contract discussions to begin within 60 days of the date of the Commission's final order in this case.
23. Transparency Condition 7. As part of its CEIP workpapers, PacifiCorp will provide a list of all the resources (including generating units, conservation, demand response,

- and any other resource types) that it allocates to serve Washington customers throughout that CEIP, the fuel source for each resource, and a yearly breakdown of the forecasted MWh allocated to Washington from that resource. Due date: 2024 Filing and 2025 CEIP.
24. Transparency Condition 8. PacifiCorp will clearly identify an allocation of resources from both the 2020 RFP and 2022 RFP that the Company is specifically forecasting as dedicated for Washington CETA compliance, subject to applicable confidentiality concerns. Due Date: 2025 CEIP.
  25. DSP Condition 1. PacifiCorp will conduct distribution system planning for Washington, including incorporating relevant learnings from the Company's similar efforts in Oregon, and evaluate Washington-specific costs and benefits, including the equitable distribution of benefits and burdens to vulnerable populations and highly impacted communities. During this process, PacifiCorp will solicit stakeholder input regarding options and priorities for various strategies, including resources that are not owned or controlled by PacifiCorp. The parties do not object to the Company seeking full cost-recovery of these DSP costs and expenses. Due Date: 2025 CEIP.
  26. Stakeholder Engagement Condition 1. For the 2025 CEIP, after consultation with the LIAC, DSMAG, and EAG, PacifiCorp will file a draft CEIP on a timeline the Company and parties to this CEIP determine sufficient to incorporate comments from the advisory groups on the draft CEIP into the final CEIP. PacifiCorp must offer at least one joint consultation session in which all advisory group members are invited to attend and converse with members of other advisory groups with the purpose of sharing feedback on both the draft CEIP and the consultation process itself. Due date: To be determined in consultation with parties to the CEIP.
  27. Incremental Cost Condition 1. PacifiCorp will only report the results of the incremental cost calculation required by rule, or Commission order in related docket(s) (e.g., UE-220376). Due Date: 2025 CEIP.
  28. Incremental Cost Condition 2. The workpapers that PacifiCorp supplies to support its incremental cost calculation will list all investments and expenses that the utility plans to make during the period in order to comply with the requirements of RCW 19.405.040 and 19.405.050, and demonstrate that those investments and expenses are directly attributable to actions necessary to comply with, or make progress towards, the same RCW provisions. Due Date: 2025 CEIP.
  29. Incremental Cost Condition 3. PacifiCorp will participate in any further discussions and/or workshops regarding incremental cost calculations and incorporate any changes necessary to their methodology. Due Date: As applicable.
  30. Interim Target Condition 1. The parties agree that the Commission should approve PacifiCorp's 2022-2025 Revised CEIP interim targets that were based on then-

reasonable information, and permit the Company to update these targets as necessary in the 2023 Biennial CEIP Update. Due Date: N/A

31. Interim Target Condition 2. In accordance with WAC 480-100-610(4)(c) and WAC 480-100-640(2)(a)(ii), PacifiCorp will demonstrate how its interim targets ensure that all customers are benefiting from the transition to clean energy through: the equitable distribution of energy and nonenergy benefits and reduction of burdens to vulnerable populations and highly impacted communities; long-term and short-term public health and environmental benefits and reduction of costs and risks; and energy security and resiliency. Due Date: 2024 Filing.
32. Interim Target Condition 3. PacifiCorp will optimize its resource portfolio at lowest reasonable cost, when accounting for risk, using its long-term capacity expansion portfolio optimization software (PLEXOS) to model its CEIP targets for the entire compliance period through 2045, and not linearly interpolate its 2041-2045 targets from its modeling of the 2021-2040 time period. Due Date: 2025 CEIP.
33. Interim Target Condition 4. In future CEIPs, PacifiCorp will continue to include descriptions of quantitative (i.e., cost based) and qualitative (e.g., equity considerations) analyses that support interim targets to comply with CETA's 2030 and 2045 clean energy standards. Due Date: 2025 CEIP.
34. Interim Target Condition 5. In its 2025 CEIP, PacifiCorp will continue to advance the application of Non-Energy Impacts and Customer Benefit Indicators to all resource and program selections in determining its Washington resource strategy and will incorporate any guidance given by the Commission on how to best utilize CBIs in CEIP planning and evaluation. PacifiCorp agrees to engage and consult with its applicable advisory groups (including the IRP, demand-side management, and Equity advisory groups) regarding an appropriate methodology for including NEIs and CBIs in its resource selection. Due Date: 2025 CEIP.
35. Interim Target Condition 6. PacifiCorp will update its CEIP with accurate and up-to-date cost information for all its specific actions, including incorporating applicable provisions of the Inflation Reduction Act (IRA). At a minimum, PacifiCorp should incorporate, from the IRA, assumptions pertaining to bonus tax credits for replacement generation in "energy communities," the availability of low-cost financing from the U.S. Department of Energy under the Energy Infrastructure Reinvestment (EIR) program, and make adjustments to the Company's load forecast to account for the Greenhouse Gas Reduction Fund and the High-Efficiency Electric Home Rebate Program, if warranted. Due Date: 2025 CEIP.
36. Interim Target Condition 7. PacifiCorp will rewrite its specific actions chapter to demonstrate how each specific action clearly addresses each provision of WAC 480-100-640(5) and (6), including each specific action's general location, proposed timing and estimated cost; whether it will be located in a highly impacted community; whether a supply-side or demand-side resource will be governed by, serve, or benefit

- highly impacted communities or vulnerable populations; how each action impacts applicable CBIs (including direction and magnitude); how each action demonstrates progress toward or is consistent with the standards in WAC 480-100-610; how each action is consistent with the proposed interim and specific targets, the utility's IRP, and its resource adequacy requirements; and how each action helps the utility meet the clean energy transformation standards at the lowest reasonable cost. Due Date: 2024 Filing.
37. Interim Target Condition 8. PacifiCorp will demonstrate, through its CEIP narrative and associated workpapers, how its chosen specific actions are designed to impact its chosen CBIs, and how its chosen CBIs influenced how it chose its specific actions. Due Date: 2025 CEIP.
  38. Interim Target Condition 9. PacifiCorp will clearly express its 2022-2025 renewable energy target as a percent of the Company's Washington retail sales of electricity supplied by renewable resources. Due Date: 2024 Filing.
  39. Interim Target Condition 10. If PacifiCorp does not update in its 2023 Biennial CEIP Update, PacifiCorp will update its demand response target, and the steps it has taken since the filing of the original CEIP to implement demand response programs, and evaluate methods to acquire additional demand response outside of the responses it received in its 2021 request for proposals. Due Date: 2025 CEIP.
  40. Interim Target Condition 11. PacifiCorp will provide a sensitivity analysis from the CEIP portfolio that removes the Natrium demonstration project from the preferred portfolio in 2028 that identifies resource alternatives and system impacts. Inclusion of the Natrium demonstration project in the CEIP portfolio in no way pre-determines the prudence of the Company's decision to invest in the Natrium plant. Due Date: 2024 Filing.
  41. Interim Target Condition 12. Regarding PacifiCorp's specific actions in the category of community outreach and engagement, PacifiCorp will include details in the CEIP about the Company's marketing plans, including any measurable targets, goals, or objectives such as number of events or customers and small businesses that they hope to reach. Due Date: 2025 CEIP.
  42. Miscellaneous Condition 1. PacifiCorp will fully and actively engage with all of its advisory groups, including the LIAC and DSM Advisory Group, in developing future CEIPs and CEIP updates. PacifiCorp will offer at least one joint consultation session in which all advisory group members are invited to attend and converse with members of other advisory groups with the purpose of sharing feedback on the CEIP, CEIP updates, and the consultation process itself. PacifiCorp will also, in future CEIPs and CEIP updates, describe how feedback is incorporated both from its advisory groups and the public into its CEIP. Due Date: 2025 CEIP.

43. Miscellaneous Condition 2. PacifiCorp will include a publicly available and regularly updated list of its EAG members and their organization or community affiliations on its website and in future Biennial CEIP Updates and CEIPs. Due Date: 2024 Filing and 2025 CEIP.
44. Miscellaneous Condition 3. In collaboration with its EAG, and LIAC, and per WAC 480-100-640(5)(a) and (c), PacifiCorp agrees to identify at least one specific action that will serve a designated subset of Named Communities, and to identify and track all CBIs relevant to this specific action. The location identified for the specific action will be at the granularity of the designated Named Communities subset. Due Date: 2025 CEIP.
45. Miscellaneous Condition 4. PacifiCorp will evaluate methods to improve the alignment of the Company's planning and procurement processes and provide a narrative description of how it plans to align the planning and procurement processes in the 2025 CEIP. Due Date: 2025 CEIP.
46. Miscellaneous Condition 5. PacifiCorp will incorporate its ongoing climate analysis into the 2025 CEIP and future CEIPs. Due Date: 2025 CEIP.
47. Miscellaneous Condition 6. PacifiCorp will prepare a sensitivity PLEXOS model run that excludes non-commercialized resources from the candidate resource list and relies upon clean resources, including offshore wind, demand response, enhanced geothermal, iron-air batteries or similar long duration storage, and high-capacity factor solar plus storage (among other resources), to meet identified reliability gaps. Due Date: 2025 CEIP.
48. Miscellaneous Condition 7. While inclusion in the CEIP could factor into a prudence determination, PacifiCorp agrees not to rely solely on the 2021 CEIP to justify prudence of utility scale renewable resource acquisitions made on or after January 1, 2022. While the CEIP may include specific actions PacifiCorp may take to comply with CETA's clean energy targets, prudence determinations of utility scale renewable resource acquisitions will be made through the general rate case process. Due Date: N/A.
49. Miscellaneous Condition 8. PacifiCorp must demonstrate or describe the steps it is taking or plans to take to make it easier for customers to self-report status as a member of a vulnerable population; how it has used census data to identify vulnerable populations, and how it has taken other steps to identify customers who are members of vulnerable populations in connection with the CBIs in its Revised CEIP and this Settlement Document, which should target vulnerable populations and not just Highly Impacted Communities. Due Date: 2025 CEIP.
50. Miscellaneous Condition 9. PacifiCorp must specify whether it has sold any Washington-allocated renewable energy credits (RECs) from renewable resources identified for CEIP compliance. Due Date: 2024 Filing and 2025 CEIP.