

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UE 399, UM 1964, UM 2134, UM 2142, UM 2167, UM 2185, UM 2186, UM 2201

In the Matters of

PACIFICORP dba PACIFIC POWER,

Request for a General Rate Revision
(UE 399),

Application for Approval of Deferred
Accounting for a Balancing Account Related
to the Transportation Electrification Program
(UM 1964),

Application to Defer Costs Relating to Cedar
Springs II (UM 2134),

Application for Approval of Deferred
Accounting for Cholla Unit 4-Related
Property Tax Expense (UM 2142),

Application for Approval of Deferred
Accounting for Revenues Associated with
Renewable Energy Credits from Pryor
Mountain, (UM 2167),

Application for Approval of Deferred
Accounting and Accounting Order Related to
Non-Contributory Defined Benefit Pension
Plans (UM 2185),

Application for Approval of Deferred
Accounting for Costs Relating to a
Renewable Resource Pursuant to ORS
469A.120 (UM 2186), and

Alliance of Western Energy Consumers,
Application for an Accounting Order
Requiring PacifiCorp to Defer Fly Ash
Revenues (UM 2201).

ORDER

DISPOSITION: FOURTH PARTIAL STIPULATION ADOPTED

This order addresses the second phase of a request for a general rate revision by PacifiCorp dba Pacific Power. This proceeding was bifurcated and all rate issues were addressed in our earlier order, issued on December 16, 2022.¹ There, we adopted the first three stipulations filed by the parties; the new rates specified by those stipulations became effective on January 1, 2023.

In this order, we adopt the Fourth Partial Stipulation, dismissing the objections brought by NewSun Energy LLC (NewSun).

I. BACKGROUND AND PROCEDURAL HISTORY

On March 1, 2022, PacifiCorp filed this general rate case for rates to be effective January 1, 2023. It asked for a revenue requirement increase of \$81.4 million, as well as for changes to its rate structure and spread and for structural changes to its Transition Adjustment Mechanism (TAM) and Power Cost Adjustment Mechanism (PCAM). Staff of the Public Utility Commission of Oregon (Staff); the Alliance of Western Energy Consumers (AWEC); Calpine Energy Solutions, LLC (Calpine); Fred Meyer Stores and Quality Food Centers, divisions of The Kroger Co. (Fred Meyer); the Klamath Water Users Association (KWUA); NewSun; the Northwestern and Intermountain Power Producers Coalition (NIPPC); the Oregon Citizens' Utility Board (CUB); the Oregon Farm Bureau Federation (OFBF); Small Business Utility Advocates (SBUA); Vitesse LLC; and Walmart, Inc., all participated as parties to the proceeding. During the investigation, parties filed testimony and exhibits.

The parties filed four partial stipulations. The first three, collectively, resolved all rate issues in this case. The history and substance of those stipulations were recounted in our December 16, 2022, order.

On September 30, 2022, PacifiCorp filed a Fourth Partial Stipulation that was joined by Commission Staff, CUB, Walmart, Vitesse, and NIPPC (collectively, the Stipulating Parties). Several other parties—AWEC, SBUA, Fred Meyer, KWUA, and OFBF—indicated that they did not oppose the stipulation. NewSun opposes the stipulation. NewSun and the Stipulating Parties subsequently filed testimony explaining their positions.

¹ Order No. 22-491(Dec. 16, 2022).

A hearing was held on November 18, 2022, at which counsel for NewSun cross-examined witnesses for the Stipulating Parties. The Stipulating Parties waved cross-examination of NewSun's witness.

Oral argument before the Commission was held on January 5, 2023.

II. APPLICABLE LAW

ORS 757.210 establishes the applicable standard and burden of proof. It provides that in a rate case, "the utility shall bear the burden of showing that the rate or schedule of rates proposed to be established or increased or changed is fair, just and reasonable." Thus, PacifiCorp must submit evidence showing that its proposed rates, including the terms and conditions of service, are just and reasonable. The Commission must also determine that stipulations result in just and reasonable rates.²

III. THE FOURTH PARTIAL STIPULATION

The Fourth Partial Stipulation is limited to issues regarding PacifiCorp's Accelerated Commitment Tariff (ACT program). The Stipulating Parties agreed on language to be included in PacifiCorp's ACT program memorialized in a proposed revised tariff included with the stipulation. The Fourth Partial Stipulation is attached to this order as Attachment A. The proposed tariff language included with that stipulation is attached as Attachment B.

In summary, the Stipulating Parties agreed to tariff language containing the following conditions (among others, omitted for brevity but included in the attachments):

ACT Participation Cap. the ACT program would have a general participation cap of 175 average megawatts (aMW). Once that cap has been reached, a customer with a new load of 10 aMW or higher may request that the Commission raise the cap. *ACT Energy and Capacity Credit.* The energy and capacity credit in the ACT cannot exceed a customer's cost of participating.

Direct Access Customers. Customers receiving energy service for cost-of-service and direct access loads may participate in the ACT program for the cost-of-service loads; all parties reserve their rights to advocate on other direct access issues in docket UM 2024 and other related proceedings.

² See *Portland General Electric Company*, Docket No. UM 2152, Order No. 21-463 at 7 (Dec. 15, 2021).

ACT Accounting. PacifiCorp will use separate accounting for all administrative costs using a fully loaded rate, which shall be recovered directly from ACT program participants.

ACT Customer Share. Participants shall take a percentage of variable output from participating ACT resources based on their proportional percentage of customer participating load to total load participating in a resource of portfolio of resources. This is contingent on PacifiCorp receiving a no action letter from the Securities and Exchange Commission stating that program design does not involve the sale of securities.³

ACT Program Participation. PacifiCorp will solicit initial interest from customers who may wish to participate in the ACT program and may work with large customers directly to identify resources for those customers. It may then solicit additional interest from customers wishing to participate in incremental renewable resources.

Competitive Bidding Rules. The Commission's competitive bidding rules will apply and the 2022 All-Source Request for Proposals may be used to identify resources, assuming PacifiCorp receives Commission approval prior to the bid validity date on November 21, 2023.

Company Owned-resource. PacifiCorp will not develop a company-owned resource as an ACT program resource without submitting a filing detailing accounting methods and safeguards for Commission approval.

Customer Supply Option. PacifiCorp will work with customers that have identified a potential ACT program resource to evaluate it for service to that Participant's load; if PacifiCorp rejects the customer's proposed resource and terms of service, the customer may contest that with the Commission.

IV. OPPOSITION TO FOURTH PARTIAL STIPULATION

NewSun opposes the Fourth Partial Stipulation, arguing that its language would lead to unreasonable terminations of participating resource PPAs in the case of under delivery and default. For the reasons discussed below, we reject NewSun's alternative language and adopt the stipulation in its entirety.

³ This section of the stipulation also details certain actions on the part of PacifiCorp if a ACT resource defaults; those provisions are the subject of a dispute and are quoted in full below.

A. Relevant Portion of Proposed Tariff and Stipulation

In its opposition to the settlement, NewSun points to one portion of the tariff and to corresponding language in the stipulation. The relevant portion of the proposed tariff is section 4 of the attached proposed Schedule 273, which contains provisions to be included in the customer contract. Subsection 4(a) states that the customer contract will include:

The amount of renewable energy to be acquired on behalf of the Customer annually. This amount shall not exceed the reasonably projected annual amount of energy to be consumed by the Customer. In the event that the renewable energy supplier is in default of the terms of its PPA or is no longer able to supply bundled renewable energy to the Customer, the Company shall make reasonable efforts to begin to procure a new PPA with another renewable energy supplier as soon as practicable with the cost of the renewable energy to the Customer revised accordingly.

The parallel section of the stipulation is in section 13, which focuses on ACT customer share, and states: “PacifiCorp shall take reasonable efforts to begin procurement of a replacement resource(s) if an ACT program resource defaults under the PPA, so that in the event of a termination, a replacement resource(s) can be available as soon as practicable.”

The Stipulating Parties’ testimony in support of the stipulation contains similar language with an additional sentence that notes “PacifiCorp will coordinate with participating customers if the PPA is terminated.”⁴

B. Parties’ Positions

1. NewSun

NewSun contests the Fourth Partial Stipulation on the ground that the default and replacement of resources language quoted above is unjust and unreasonable. NewSun would replace the proposed tariff language quoted above with the following:

In the event an ACT program resource(s) (cumulatively or individually) either (i) underperforms relative to participants’ demand or (ii) are

⁴ Joint Stipulating Parties/100; 5:1-2.

terminated, PacifiCorp will take reasonable efforts to remediate associated shortfall with bundled RECs subject to coordination with participating customers on any associated impacts projected including price, clean attributes, and the schedule and timing affecting the participants related to the shortfalls and proposed remedial actions. Remedial actions may be long-term or short-term, may include working with the resource owner(s) to take remedial actions for a given facility, retirement of banked RECs (as below) or further procurement of new resources and shall include competitive evaluation of non-utility owned resources and take into account resources' associated weather-related generation variability.

NewSun states that its preference for this language is because it would require PacifiCorp not merely to terminate in the case of under delivery or default but rather to remediate any shortfall with bundled RECs and to take other remedial actions.

It also argues that this language better parallels industry standard agreements, including those used by Portland General Electric, and industry form contracts such as those developed by the Edison Electric Institute (EEI) and the International Swaps and Derivatives Association (ISDA).

2. The Stipulating Parties

The Stipulating Parties argue that neither the stipulation nor the language of the schedule filed with the stipulation requires PacifiCorp to terminate the PPA in the event of under-delivery. Instead, they require PacifiCorp to take reasonable efforts to begin procurement of a replacement resource in the event of default or if the supplier is no longer able to supply bundled renewable energy.

The Stipulating Parties contend the ACT PPAs themselves will contain specific events of defaults and remedies—and the terms of those contracts are to be determined by bilateral negotiations between PacifiCorp and the resource, then approved by the Commission. The Stipulating Parties state: “The Commission should not rule on PPA terms in advance of these negotiations as NewSun urges, because this could limit the ability of PacifiCorp to obtain the most advantageous agreements for customers and, conversely, for ACT developers to freely negotiate certain terms with PacifiCorp.”⁵ It also cites to the Stipulating Parties' testimony in support of the stipulation, which stated that “[t]he Stipulating Parties agree that the proposed Schedule 273 includes a commitment from

⁵ Stipulating Parties' Reply Br. at 3(Dec. 22, 2022).

PacifiCorp that it will coordinate with participating customers in the event that PacifiCorp is required to replace an underperforming resource.”⁶

The Stipulating Parties argue that the industry form contracts are inapposite because they are intended to facilitate spot purchases and short-term trades rather than long-term renewable resource PPAs. For instance, they state that PacifiCorp’s participation in the WSPP agreement is limited to terms of one year or less, whereas ACT resources must commit to at least 5 years.

3. Resolution

We find that the Fourth Partial Stipulation is just and reasonable and we adopt it in its entirety. In doing so, we do not find that PPAs should provide that under delivery should lead to default and termination of the resource in all circumstances, as NewSun fears. Instead, we agree with the Stipulating Parties that this language is appropriate for a customer-centric tariff that outlines the rights and obligations of customers taking service under this tariff. We expect that the actual PPAs entered into by ACT resources will contain negotiated conditions on what triggers default and termination, and in approving the tariff do not pass judgment on these terms, which have not yet been proposed or negotiated. Reading approval of this stipulation to dictate specific termination and default terms would be inconsistent with our limited determination in this order and may be brought to the attention of the Commission.

As the Stipulating Parties emphasized, neither the stipulation nor the language of the proposed tariff requires PacifiCorp to terminate the PPA in the event of under-delivery. Nor do they declare that under delivery is inherently an event of default, or that will inevitably result in termination. NewSun emphasizes the language in the proposed tariff that states: “In the event that the renewable energy supplier is in default of the terms of its PPA or is no longer able to supply bundled renewable energy to the Customer, the Company shall make reasonable efforts to begin to procure a new PPA with another renewable energy supplier as soon as practicable.” That language itself speaks to an event of default but does not mandate default or termination. Moreover, the language of the stipulation that accompanies the proposed Tariff is conditional. It states that the company will begin procuring potential replacement resources “so that in the event of a termination” a replacement resource can come online as quickly as possible. The language would have the company be prepared to offer alternatives to customers; but does not dictate when or why that termination happens.⁷

⁶ Joint Stipulating Parties/200, McVee, Bolton, Gehrke, Kronauer, Cebulko, Gray/10.

⁷⁷ And we note explicitly that the commitments made by the Stipulating Parties in the stipulation are adopted here and part of how that tariff language must be interpreted.

The tariff is customer facing in that it gives customers a list of their rights and obligations in taking service under the tariff. Under the stipulation, PacifiCorp is obligated to make reasonable efforts to procure a replacement PPA resource even in situations where it may not ultimately be necessary and as the Stipulating Parties note in their testimony, PacifiCorp must then consult with the customer on those resources. The tariff specifically lays out what must be in the customer contract which will itself provide more details on customer-facing issues, such as when the customer must be consulted on replacement resources. That customer contract will ultimately be filed with the Commission for approval.

Conversely, the PPA that PacifiCorp enters into with participating resources is meant to outline the rights and obligations that those resources have when participating in the ACT program. That document should be clear as to what constitutes default, and when termination is a potential outcome; but the stipulation and the tariff do not define these events.

Further, we are not persuaded that the alternative language proffered by NewSun would be less problematic, either for customers or for participating resources themselves. While NewSun accuses the Stipulating Parties of dictating PPA language through the tariff, it appears that NewSun's proposed language would do exactly that. It details a list of remedial actions in case of default or under delivery that PacifiCorp may take with respect to the participating resource including "working with the resource owner(s) to take remedial actions for a given facility." We find that this type of detail is inappropriate in this tariff given these circumstances, and that the language in the Fourth Partial Stipulation is more clear and practical.

Finally, we find that it is neither necessary nor appropriate to require the use of language identical to that found in industry-standard PPAs or in PGE's tariff. As to the first, as PacifiCorp's witness testified at hearing, those agreements are generally used to facilitate short-term purchases;⁸ and, at any rate, it is not clear that the language proposed in the stipulation would preclude use of those agreements. As to the second, we are conscious that there is not one just and reasonable rate or tariff; the language proposed in the Fourth Partial Stipulation reflects bargained for benefits and detriments and the Stipulating Parties reasonably explained at oral argument why they departed from the language used in PGE's parallel tariff.

We therefore reject NewSun's alternate proposal and find that the Fourth Partial Stipulation is just and reasonable.

⁸ Hearing Tr.at 31-32(Nov. 18, 2022)

V. ORDER

IT IS ORDERED that:

1. The Fourth Partial Stipulation, as appended to this order, is adopted in its entirety.
2. Advice No. 22-002, filed on March 1, 2022, is permanently suspended.
3. PacifiCorp, dba Pacific Power, must file a new tariff consistent with this order no later than 3:00 p.m. on February 24, 2023, to be effective on March 1, 2023.

Made, entered, and effective Feb 17, 2023.

Megan W. Decker

Megan W. Decker
Chair

Not Available for Signature

Letha Tawney
Commissioner



Mark R. Thompson

Mark R. Thompson
Commissioner

A party may request rehearing or reconsideration of this order under ORS 756.561. A request for rehearing or reconsideration must be filed with the Commission within 60 days of the date of service of this order. The request must comply with the requirements in OAR 860-001-0720. A copy of the request must also be served on each party to the proceedings as provided in OAR 860-001-0180(2). A party may appeal this order by filing a petition for review with the Court of Appeals in compliance with ORS 183.480 through 183.484.

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UE 399

In the Matter of
PACIFICORP, d/b/a PACIFIC POWER,
Request for a General Rate Revision

**FOURTH PARTIAL
STIPULATION**

1 This Fourth Partial Stipulation resolves issues related to the proposed Accelerated
2 Commitment Tariff (ACT) in PacifiCorp d/b/a Pacific Power’s (PacifiCorp or Company) 2022
3 general rate case related to the, docket UE 399, now pending before the Public Utility
4 Commission of Oregon (Commission).

PARTIES

5
6 1. The parties to this Fourth Partial Stipulation are PacifiCorp, Staff of the Public
7 Utility Commission of Oregon (Staff), the Oregon Citizens’ Utility Board (CUB), Walmart Inc.
8 (Walmart), Vitesse, LLC (Vitesse), and the Northwest & Intermountain Power Producers
9 Coalition (NIPPC), together referred to as the Stipulating Parties. A copy of this Fourth Partial
10 Stipulation has been shared with all parties to this case, and no party has objected to it.

BACKGROUND

11
12 2. On March 1, 2022, PacifiCorp filed its 2022 general rate case, which included
13 direct testimony and exhibits on the ACT.

14 3. On June 22, 2022, Staff and intervenors filed opening testimony.

15 4. On July 1, 2022, the parties to docket UE 399 convened a settlement conference.
16 Staff, NIPPC, Vitesse, and CUB filed testimony on the proposed ACT.

17 5. Thereafter, PacifiCorp filed reply testimony on July 19, 2022, addressing the

1 issues raised by parties on the ACT.

2 6. The parties to docket UE 399 then held additional settlement conferences on July
3 28, 2022, August 19, 2022, August 24, 2022, August 26, 2022, and August 31, 2022. As a result
4 of these settlement conferences, the Stipulating Parties have reached an agreement that resolves
5 the issues contained herein. The terms of the settlement are captured in this Fourth Partial
6 Stipulation.

7 **AGREEMENT**

8 7. Overall Agreement: The Stipulating Parties agree to submit this Fourth Partial
9 Stipulation to the Commission and request that the Commission approve the Fourth Partial
10 Stipulation as presented. The Stipulating Parties agree that the proposed tariffs resulting from the
11 Fourth Partial Stipulation are fair, just, and reasonable, as required by ORS 756.040.

12 8. The Accelerated Commitment Tariff: Parties agree to support Commission
13 approval of the ACT program, as filed with the following conditions described below. These
14 conditions have been reflected in a revised proposed tariff, which is provided as Attachment A to
15 this stipulation.

16 9. ACT Participation Cap: The Program will have a general participation cap of 175
17 average megawatts (aMW). Once the cap has been reached, a customer with 10 aMW or greater
18 of new load may request Commission approval of an increase to the participation cap, along with
19 a request that the Commission issue a decision within six months of the filing. PacifiCorp shall
20 provide the customer an estimated impact analysis that approximates how increasing the cap
21 could impact PacifiCorp's energy and capacity needs based on the new load and a proxy
22 renewable resource to be used in the customer's request for an increase to the cap. The
23 Commission shall evaluate the increase in the participation cap, to determine, among other

1 things, whether the proposed increase:

- 2 a. Poses no significant risk or cost to non-participating cost-of-service
- 3 customers associated with the increase;
- 4 b. Poses no significant impacts to the competitive market;
- 5 c. Advances the goals reflected in HB 2021, including but not limited to
- 6 emissions impacts;
- 7 d. Other criteria as determined by the Commission or raised by
- 8 stakeholders to demonstrate good cause;
- 9

10 10. ACT Energy and Capacity Credit: The energy and capacity credit in the ACT
11 cannot exceed an ACT program participant's cost of participation.

12 11. Direct Access Customers: Customers receiving energy service under both direct
13 access and cost-of-service rates are eligible to participate in the program for those loads
14 receiving energy service under cost-of-service rates. Any other Direct access issues will be
15 addressed in docket UM 2024 and other proceedings related to the Commission's direct access
16 investigation. Nothing in this partial settlement prevents Parties from taking any position in
17 docket UM 2024 and other proceedings related to the Commission's direct access investigation.

18 12. ACT Accounting: PacifiCorp will use separate accounting for all administrative
19 costs using a fully loaded rate, which shall be recovered directly from ACT program participants.

20 13. ACT Customer share: Participants shall take a percentage of variable output from
21 ACT program resources based on their proportional percentage of customer participating load to
22 total load participating in a resource or portfolio of resources; provided that PacifiCorp receives a
23 no action letter from the Securities and Exchange Commission that the design does not involve a
24 sale of securities. If PacifiCorp does not receive a no action letter from the Securities and
25 Exchange Commission, the company will develop and file a new program proposal. PacifiCorp
26 shall take reasonable efforts to begin procurement of a replacement resource(s) if an ACT
27 program resource defaults under the PPA, so that in the event of termination, a replacement

1 resource(s) can be available as soon as practicable. PacifiCorp will coordinate with participating
2 customers if the PPA is terminated. RECs resulting from a resource's performance above any
3 performance guarantee shall be banked on behalf and for the benefit of participants in the event
4 of future underperformance. At PacifiCorp's discretion, it may retire on behalf of participants
5 some or all of the banked RECs based on consistent performance of the resource. PacifiCorp
6 shall retire RECs for all program participants and shall have no obligation to manage different
7 WREGIS accounts for each participating customer.

8 14. SEC No-Action Letter: The structure of this program is contingent upon
9 PacifiCorp receiving a no-action letter from the Securities and Exchange Commission that the
10 design of this program does not involve the sale of securities. If PacifiCorp does not receive a
11 no-action letter from the Securities and Exchange Commission, the company will develop and
12 file a new program proposal.

13 15. ACT Program Participation: PacifiCorp will solicit interest in an initial offering to
14 customers to determine participation levels following approval of the ACT. Following this
15 initial offering, PacifiCorp may work with individual large customers to identify specific
16 resources for those customers. PacifiCorp may also make another offering to identify multiple
17 customers wishing to participate in incremental renewable resources. Each portfolio (initial or
18 subsequent) will receive the costs and benefits from those resources identified for the customers
19 participating in those resources, and not receive the costs or benefits of other resources.

20 Administrative costs will be socialized across all ACT program participants.

21 16. Competitive Bidding Rules: The Stipulating Parties agree that the Commission's
22 competitive bidding rules, including the ability to apply for an exemption or seek a waiver,
23 should apply and that PacifiCorp's 2022 All-Source Request for Proposal (2022AS RFP) can be

1 used to identify resources, provided negotiations and Commission approvals are completed prior
2 to the bid validity date on November 21, 2023.

3 17. Company Owned-resource: Prior to PacifiCorp committing to develop a
4 company-owned resource as an ACT program resource, PacifiCorp agrees that it will submit a
5 filing detailing accounting methods and safeguards, including treatment of the subscriber
6 mismatch fee for Commission approval. Nothing in this partial settlement prevents Parties from
7 taking any position on the applicability of the Commission's Voluntary Renewable Energy Tariff
8 (VRET) Design Criteria Condition 7 or other matter of law or policy in that proceeding.

9 18. ACT Workshops: PacifiCorp agrees to hold a workshop before December 31,
10 2023 to discuss:

- 11 a. Issues encountered during program implementation;
- 12 b. Potential modifications to help refine the program.

13 19. Customer Supply Option: PacifiCorp will meet with customers that have
14 identified a potential ACT program resource to evaluate the resource for service to that
15 participant's load, PacifiCorp retains the right to reject the resource if the participant, utility, and
16 developer cannot agree on risk allocation or the structure of such shifts undue costs to non-
17 participating customers. PacifiCorp's review of the customer identified resource will consider,
18 among other things, whether the resource and qualifying PPAs shift costs and risks onto non-
19 participating customers or PacifiCorp, including but not limited to interconnection costs and
20 risks. If the customer-supplied resource and terms of service are acceptable to PacifiCorp and
21 the participating customer, PacifiCorp and the participating customer shall file a request with the
22 Commission seeking approval of the resource. If the customer-supplied resource and terms of
23 service are not acceptable to PacifiCorp, the participating customer can file a request with the

1 Commission seeking approval of the resource. Prior to filing any request with the Commission,
2 PacifiCorp and the participating customer shall hold an informational meeting for interested
3 stakeholders to discuss the risk allocation and structure of the proposal, and the interested
4 stakeholders may raise concerns. A customer proposing an ACT program resource must take the
5 entire output of a facility and take variable annual delivery, and PacifiCorp will not procure
6 replacement RECs due to under-delivery. PacifiCorp will post required terms for a customer
7 supplied PPA.

8 20. Entire Agreement: The Stipulating Parties agree that this agreement represents a
9 compromise among competing interests and a resolution of all contested issues in this docket
10 which are contained in this agreement.

11 21. This Fourth Partial Stipulation will be offered into the record of this proceeding as
12 evidence pursuant to OAR 860-001-0350(7). The Stipulating Parties agree to support this
13 Stipulation throughout this proceeding and any appeal, provide witnesses to sponsor this Fourth
14 Partial Stipulation at the hearing, and recommend that the Commission issue an order adopting
15 the settlements contained herein. The Stipulating Parties also agree to cooperate in drafting and
16 submitting joint testimony or a brief in support of the Fourth Partial Stipulation in accordance
17 with OAR 860-001-0350(7). Individual Stipulating Parties remain free to file their own
18 testimony or brief in support of the Fourth Partial Stipulation.

19 22. If this Fourth Partial Stipulation is challenged, the Stipulating Parties agree that
20 they will continue to support the Commission's adoption of the terms of this Fourth Partial
21 Stipulation. The Stipulating Parties agree to cooperate in any hearing and put on such a case as
22 they deem appropriate to respond fully to the issues presented, which may include raising issues
23 that are incorporated in the settlements embodied in this Fourth Partial Stipulation.

1 23. The Stipulating Parties have negotiated this Fourth Partial Stipulation as an
2 integrated document. If the Commission rejects all or any material part of this Fourth Partial
3 Stipulation or adds any material condition to any final order that is not consistent with this
4 Fourth Partial Stipulation, each Party reserves its right, pursuant to OAR 860-001-0350(9), to
5 present evidence and argument on the record in support of the Fourth Partial Stipulation or to
6 withdraw from the Fourth Partial Stipulation. The Stipulating Parties agree that in the event the
7 Commission rejects all or any material part of this Fourth Partial Stipulation or adds any material
8 condition to any final order that is not consistent with this Fourth Partial Stipulation, the
9 Stipulating Parties will meet in good faith within 15 days and discuss next steps. A Stipulating
10 Party may withdraw from the Fourth Partial Stipulation after this meeting by providing written
11 notice to the Commission and other Stipulating Parties. The Stipulating Parties shall be entitled
12 to seek rehearing or reconsideration pursuant to OAR 860-001-0720 in any manner that is
13 consistent with the agreement embodied in this Fourth Partial Stipulation.

14 24. By entering into this Fourth Partial Stipulation, no Stipulating Party shall be
15 deemed to have approved, admitted, or consented to the facts, principles, methods, or theories
16 employed by any other Stipulating Party in arriving at the terms of this Fourth Partial Stipulation,
17 other than those specifically identified in the body of this Fourth Partial Stipulation. No
18 Stipulating Party shall be deemed to have agreed that any provision of this Fourth Partial
19 Stipulation is appropriate for resolving issues in any other proceeding, except as specifically
20 identified in this Fourth Partial Stipulation.

21 25. The Stipulating Parties agree to make best efforts to provide each other any and
22 all news releases that any Stipulating Party intends to make about the Fourth Partial Stipulation
23 two business days in advance of publication. This provision is not binding on the Commission

1 itself.

2 26. This Fourth Partial Stipulation is not enforceable by any Stipulating Party unless
3 and until adopted by the Commission in a final order. Each signatory to this Fourth Partial
4 Stipulation acknowledges that they are signing this Fourth Partial Stipulation in good faith and
5 that they intend to abide by the terms of this Fourth Partial Stipulation unless and until the Fourth
6 Partial Stipulation is rejected or adopted only in part by the Commission. The Stipulating Parties
7 agree that the Commission has exclusive jurisdiction to enforce or modify the Fourth Partial
8 Stipulation.

9 27. This Fourth Partial Stipulation may be executed in counterparts and each signed
10 counterpart shall constitute an original document. The Stipulating Parties further agree that any
11 electronically-generated signature of a Stipulating Party is valid and binding to the same extent
12 as an original signature.

13 28. This Fourth Partial Stipulation may not be modified or amended except by written
14 agreement among all Stipulating Parties who have executed it.

**PUBLIC UTILITY COMMISSION OF
OREGON STAFF**

PACIFICORP

By: /s/ Johanna Riemenschneider

By: _____

Date: 09/29/2022

Date: _____

**OREGON CITIZENS' UTILITY
BOARD**

VITESSE, LLC

By: _____

By: _____

Date: _____

Date: _____

WALMART INC.

**NORTHWEST INTERMOUNTAIN
POWER PRODUCERS COALITION**

By: _____

By: _____

Date: _____

Date: _____

**PUBLIC UTILITY COMMISSION OF
OREGON STAFF**

By: _____

Date: _____

**OREGON CITIZENS' UTILITY
BOARD**

By: _____

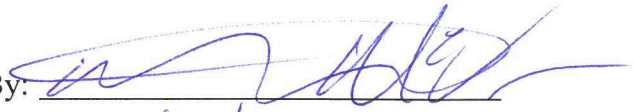
Date: _____

WALMART INC.

By: _____

Date: _____

PACIFICORP

By:  _____

Date: September 30, 2022

VITESSE, LLC

By: _____

Date: _____

**NORTHWEST INTERMOUNTAIN
POWER PRODUCERS COALITION**

By: _____

Date: _____

PUBLIC UTILITY COMMISSION OF OREGON STAFF

PACIFICORP

By: _____

By: _____

Date: _____

Date: _____

OREGON CITIZENS' UTILITY BOARD

VITESSE, LLC

By:  _____

By: _____

Date: 9/29/2022 _____

Date: _____

WALMART INC.

NORTHWEST INTERMOUNTAIN POWER PRODUCERS COALITION

By: _____

By: _____

Date: _____

Date: _____



**PUBLIC UTILITY COMMISSION OF
OREGON STAFF**

PACIFICORP

By: _____

By: _____

Date: _____

Date: _____

**OREGON CITIZENS' UTILITY
BOARD**

VITESSE, LLC

By: _____

By: *Luoi Sangz*

Date: _____

Date: 09/29/2022

WALMART INC.

**NORTHWEST INTERMOUNTAIN
POWER PRODUCERS COALITION**

By: _____

By: _____

Date: _____

Date: _____

**PUBLIC UTILITY COMMISSION OF
OREGON STAFF**

PACIFICORP

By: _____

By: _____

Date: _____

Date: _____

**OREGON CITIZENS' UTILITY
BOARD**

VITESSE, LLC

By: _____

By: _____

Date: _____

Date: _____

WALMART INC.

**NORTHWEST INTERMOUNTAIN
POWER PRODUCERS COALITION**

By:  _____

By: _____

Date: September 29, 2022 _____

Date: _____

PUBLIC UTILITY COMMISSION OF OREGON STAFF

PACIFICORP

By: _____

By: _____

Date: _____

Date: _____

OREGON CITIZENS' UTILITY BOARD

VITESSE, LLC

By: _____

By: _____

Date: _____

Date: _____

WALMART INC.

NORTHWEST INTERMOUNTAIN POWER PRODUCERS COALITION

By: _____

By: Carol C. Ogden

Date: _____

Date: 29 September 2022

SCHEDULE 273
NONRESIDENTIAL ACCELERATED
COMMITMENT TARIFF (ACT)

Purpose

This Schedule governs contract guidelines for the Company to acquire renewable energy from new renewable resources on behalf of participating Customers. Under this Schedule, a Nonresidential Consumer may commit to the purchase of bundled renewable energy from a new renewable facility, or group of facilities, in a quantity not to exceed the Customer's yearly consumption.

Available

In all territory served by the Company in the State of Oregon.

Applicable

To Nonresidential Consumers served by the Company in the state of Oregon whose total aggregated electric load is at least 30 kW, based on annual peak load. A Customer may aggregate multiple metered delivery points, including individual delivery points with less than 30 kW of demand, under a single entity to satisfy the 30 kW threshold, based on annual peak load at each delivery point. Annual peak load will be based on the Customer's highest demand reading during the prior 12-month period or its reasonably projected demand including planned load expansions in the subsequent 12-month period. For new Customers, annual peak load will be based on the Customer's Contract Demand, to be reached within a ramp-up period of 36 months or such other period approved by the Commission.

Conditions of Service

- 1) A contract is required for each Customer taking service under this Schedule. The Customer contract is subject to approval by the Commission.
- 2) While a participant in this Schedule, each Customer shall continue to take service under, and pay all components of, their applicable rate schedule and all supplemental schedules and riders as determined for each delivery point. Customers who subscribe to Direct Access Service, are ineligible for this program, for those loads subject to Direct Access Service.
- 3) The Customer contract will provide for delivery of bundled renewable electricity to the Customer by the Company from one or more renewable energy resources. See Conditions of Service paragraph 6, below, for eligible renewable energy resources criteria.
- 4) The Customer contract will include:
 - a) The amount of renewable energy to be acquired on behalf of the Customer annually. This amount shall not exceed the reasonably projected annual amount of energy to be consumed by the Customer. In the event that the renewable energy supplier is in default of the terms of its PPA or is no longer able to supply bundled renewable energy to the Customer, the Company shall make reasonable efforts to begin to procure a new PPA with another renewable energy supplier as soon as practicable with the cost of the renewable energy to the Customer revised accordingly.

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- b) The Customer contract will include rates calculated to cover all costs associated with acquiring the renewable energy resource(s) and operating this supplemental program. Under the Customer contract the Customer shall pay:
 - i) The Customer's normal tariff rate as specified in the applicable Electric Service Schedule for each delivery point;
 - ii) The cost for the contracted percentage of megawatt-hours (MWh) of bundled renewable energy generated by renewable energy resource(s) facilitated through the contract and delivered to the customer;
 - iii) Cost-based administrative fees that account for program costs, billing, and other relevant program expenses;
 - iv) The credit for the contracted MWh that reflects the energy and capacity value, as well as integration, shaping, and firming costs. The bill credit amount is determined by the Company, using the Company's integrated resource plan (IRP) portfolio-based valuation methodology. The credit value will include a risk adjustment, will be determined at the time of resource procurement, and will be fixed over the contract period. The credit shall not exceed the Customer's total cost of participation; and
 - v) The subscriber mismatch charge that ensures that incremental renewable energy resource costs are recovered during the term of the Customer's agreement.
 - c) The Customer contract will include a term no less than five years, as agreed to between the Company and the Customer. Should the term of the contract differ from the term of the renewable energy resource(s), the subscriber mismatch charge identified in the contract will recover all of the costs identified using the IRP portfolio-based valuation methodology to protect non-participating cost of service Customers from the mismatch between contract durations.
 - d) The Customer contract will contain service termination provisions obligating the Customer to pay all of the costs of the renewable energy resource(s) procured by the Company on the Customer's behalf in the event the Customer contract is terminated early, and a cost obligation related to the renewable energy resource(s) continues beyond the termination. At the discretion of the Company, a Customer with multiple delivery points shall have the option to transfer the renewable energy resource obligation of one delivery point to a new or existing delivery point within the Company's Oregon service territory without termination fees.
 - e) The Customer shall be required to provide adequate credit assurances.
- 5) At the request of a Customer, the Company may agree to enter into a new contract with another Customer to accommodate a transfer of the Customer's rights and obligations with respect to a renewable energy resource to another Customer, subject to Commission approval of the new contract.
- 6) The following provisions set out the criteria for renewable energy resources eligible under this Schedule:
- a) A renewable resource must derive its energy from a renewable energy source as defined in Oregon Revised Statute 469A.025. Non-carbon emitting energy storage resources

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may be included, but only in conjunction with Renewable Portfolio Standards- compliant resources.

- b) A renewable resource must be located where it can provide bundled renewable energy to the Company, as such it must be located in the United States and within the geographic boundary of the Western Electricity Coordinating Council consistent with Oregon Revised Statute 469A.135. The Company will take physical delivery of output from the renewable resource and will provide electric service to the Customer.
 - c) A renewable resource must be new, meaning that the facility must not have been operational earlier than one year prior to the resource being included in the program.
 - d) A renewable resource eligible for contract under this Schedule must not already be included in the Company's rates.
 - e) The renewable resource procurement will be negotiated by the Company and all terms and conditions are subject to the Company's agreement.
- 7) RECs associated with renewable energy delivered under this Schedule will be deposited into an account maintained by or on behalf of the Customer and will be retired.

Participation Cap

- 1) Participation in the program will be limited to 175 average megawatts (aMW) of combined participating demand from Customers.
- 2) Once the cap has been reached, a customers with 10 aMW or great of new load may file a request with the Public Utility Commission of Oregon for an increase to the cap to apply to that Customer. Customers may aggregate new loads to reach the 10 aMW requirement. The Company will provide the Customer seeking to increase the cap an estimated impact analysis that approximates how increasing the cap could impact the Company's energy and capacity needs based on the new load and a proxy resource. The Customer shall include in any such filing:
 - a) The Company's analysis energy and capacity needs;
 - b) A showing of how the cap increase poses no significant risk or cost to non-participating Customers;
 - c) A showing of how the cap increase poses no significant impacts to the competitive market;
 - d) A discussion on how the cap increase advances the emissions goals reflected in ORS 469A.405 to ORS 469A.480, including but not limited to emissions impacts; and
 - e) Other information as directed by the Public Utility Commission of Oregon or raised by stakeholders to demonstrate good cause.

The Public Utility Commission of Oregon will review the request and strive to issue a decision no later than 180 calendar days after the filing.

Customer-Supplied Option

- 1) PacifiCorp will meet with customers that have identified a renewable energy resource to evaluate the resource for service to that Customer's load. PacifiCorp retains the right to reject the resource if the participant, utility, and developer cannot agree on risk allocation or the structure of such shifts undue costs to non-participating customers. PacifiCorp's review of the customer identified resource will consider, among other things, whether the resource and qualifying PPAs shift costs and risks onto non-participating customers or PacifiCorp shareholders, including but not limited to interconnection costs and risks. If the customer-supplied resource and terms of service are acceptable to PacifiCorp and the participating customer, PacifiCorp and the participating customer shall file a request with the Commission seeking approval of the resource. Prior to filing any request with the Commission, PacifiCorp and the participating customer shall hold an informational meeting for interested stakeholders to discuss the risk allocation and structure of the proposal where the interested stakeholders may raise concerns. If the customer-supplied resource and terms of service are not acceptable to PacifiCorp, the participating customer can file a request with the Commission seeking approval of the resource. A customer proposing an ACT program resource must take the entire variable output of the renewable energy resource, and PacifiCorp will not procure replacement RECs for the Customer in the event of default by the renewable energy resource.