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September 16, 2026

VIA EMAIL TO

Public Utility Commission of Oregon
Filing Center
201 High Street SE, Suite 100
Salem, Oregon 97301-3398

Re: Docket No. UE 463 – In the Matter of PacifiCorp d/b/a Pacific Power, Advice No. 25-015, Schedule 401 – Service to New Large Energy Use Facilities.

Attention Filing Center:

Attached for filing in the above-captioned docket, please find the Stipulation signed by PacifiCorp d/b/a Pacific Power; Staff of the Public Utility Commission of Oregon; the Oregon Citizens' Utility Board; and Community Energy Project, Climate Solutions, Oregon Environmental Council, and Sierra Club.

Please contact this office with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Hanna Campbell', written over a light blue horizontal line.

Hanna Campbell
Paralegal
McDowell Rackner Gibson PC

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UE 463

In the Matter of

PACIFICORP d/b/a PACIFIC POWER,

Advice No. 25-015, Schedule 401 – Service to
New Large Energy Use Facilities.

STIPULATION

1 This Stipulation resolves all issues among the stipulating parties regarding PacifiCorp d/b/a
2 Pacific Power’s (PacifiCorp or the company) docket UE 463 now pending before the Public Utility
3 Commission of Oregon (Commission). Docket UE 463 addressed PacifiCorp’s proposed tariff
4 revisions regarding service to new Large Energy Use Facilities (LEUFs) and certain issues
5 regarding service to existing LEUFs to implement the POWER Act.¹

PARTIES

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7 1. The parties to this Stipulation are PacifiCorp; Staff of the Public Utility
8 Commission of Oregon (Staff); the Oregon Citizens’ Utility Board (CUB); and Community
9 Energy Project, Climate Solutions, Oregon Environmental Council, and Sierra Club
10 (Environmental Intervenors) (collectively, the Stipulating Parties).

11 2. The Alliance of Western Energy Consumers (AWEC); Amazon Data Services, Inc.
12 (ADS); and Vitesse, LLC (Vitesse) are also parties to this docket. A copy of this Stipulation has
13 been shared with these parties, and the Stipulating Parties are authorized to represent that these
14 parties do not oppose the Stipulation.

15 3. The Data Center Coalition (DCC) and Rowan Percheron, LLC (Rowan Percheron)
16 are also parties to this docket. A copy of this Stipulation has been shared with these parties, and

¹ Oregon House Bill (HB) 3546 (2025).

1 DCC opposes the Stipulation. Rowan Percheron has not provided a position on the Stipulation as
2 of the date of filing.

3 **BACKGROUND**

4 4. On October 2, 2025, PacifiCorp filed Advice No. 25-015, proposing new tariff
5 sheets for Schedule 401 – Service to New Large Energy Use Facilities, and revised tariff sheets
6 for Schedule 47 – Large General Service Partial Requirements 1,000 KW and Over Delivery
7 Service, Schedule 48 – Large General Service 1,000 KW and Over Delivery Service, and Schedule
8 90 – Summary of Effective Rate Adjustments (Initial Filing). In its Initial Filing, PacifiCorp
9 proposed to implement the POWER Act, Oregon Laws 2025 Chapter 323 (POWER Act) for
10 PacifiCorp by establishing a new customer class for new Large Energy Use Facilities (LEUFs)
11 and LEUFs with existing contracts with the company that require the company to make significant
12 investments or incur significant costs. The company proposed to require LEUFs taking service
13 under Schedule 401 to enter a contract with PacifiCorp establishing their rates, terms, and
14 conditions of service that would be subject to the Commission’s approval. The company requested
15 an effective date of January 1, 2026.

16 5. On October 31, 2025, ADS filed a petition requesting the Commission to initiate
17 an investigation and contested case hearing regarding PacifiCorp’s Advice No. 25-015 and
18 suspend Schedule 401 for the pendency of the investigation and hearing. PacifiCorp responded on
19 November 11, 2025, requesting the Commission to adopt an expedited schedule for the contested
20 case and make Schedule 401 effective on an interim basis during the pendency of any investigation.
21 ADS filed a reply on November 18, 2025, opposing PacifiCorp’s proposed case schedule.

22 6. On November 17, 2025, AWEC filed a motion to dismiss PacifiCorp’s
23 Advice No. 25-015, requesting the Commission to dismiss Advice No. 25-015 for not proposing

1 a stated, cost-of-service rate for customers in the new customer class. AWEC also requested that
2 the Commission require PacifiCorp to develop a stated, cost-of-service rate option for LEUF
3 customers. ADS and DCC filed responses generally supporting AWEC's motion, and PacifiCorp
4 filed a response requesting that the Commission deny AWEC's motion.

5 7. On December 16, 2025, the Commission issued an Order opening an investigation
6 into PacifiCorp's proposed Schedule 401 and suspending PacifiCorp's proposed tariff revisions
7 for ten months. The Commission also denied AWEC's motion to dismiss and PacifiCorp's request
8 that the tariff changes take effect on an interim basis.

9 8. On January 27, 2026, Administrative Law Judge (ALJ) Mapes issued a procedural
10 schedule for this docket. On February 12, 2026, ALJ Mapes granted PacifiCorp's unopposed
11 motion to revise the procedural schedule.

12 9. On May 14, 2026, Staff, AWEC, CUB, ADS, DCC, Environmental Intervenors,
13 and Vitesse filed opening testimony, with many parties expressing concern regarding the lack of
14 detail in PacifiCorp's tariff proposal and recommending the Commission adopt a stated,
15 cost-of-service rate for the new LEUF class.

16 10. On June 11, 2026, PacifiCorp filed reply testimony. PacifiCorp defended its
17 approach to implementing the POWER Act through a direct contracting methodology and
18 provided in-depth testimony explaining its approach to contracting with LEUFs through proposed
19 Schedule 401. PacifiCorp's testimony included two proposed contract structures indicative of how
20 PacifiCorp proposed to implement the POWER Act through a direct contracting methodology.

21 11. On July 9, 2026, Staff, AWEC, CUB, ADS, DCC, Environmental Intervenors, and
22 Vitesse filed rebuttal testimony. In general, although some parties continued to oppose a direct
23 contracting approach and recommend a stated rate approach, some parties expressed openness to

1 a direct contracting approach and provided revisions and input on how to implement PacifiCorp's
2 tariff proposal, as clarified through PacifiCorp's reply testimony.

3 12. On July 28, 2026, PacifiCorp filed surrebuttal testimony, which provided additional
4 details and information in response to parties' testimony and committed to reflecting the two
5 contract structures detailed in PacifiCorp's reply testimony in its proposed Schedule 401 tariff.

6 13. The parties convened settlement conferences on July 17, 2026; August 6, 2026;
7 August 13, 2026; and August 18, 2026. After all parties exchanged numerous settlement offers, on
8 August 19, 2026, the Stipulating Parties reached a settlement in principle that resolves the issues
9 contained herein. The terms of the settlement are captured in this Stipulation.

10 **AGREEMENT**

11 14. Overall Agreement: The Stipulating Parties agree to submit this Stipulation to the
12 Commission and request that the Commission approve the Stipulation as presented. The
13 Stipulating Parties agree that the revisions to Schedules 47, 48, 90, and 401 resulting from the
14 Stipulation will result in fair, just, and reasonable rates that appropriately implement the
15 requirements of the POWER Act for PacifiCorp.

16 15. Definition of "New LEUF": A "New Large Energy Use Facility" (New LEUF) is
17 defined as a Large Energy Use Facility that has not entered into a contract for electric service with
18 PacifiCorp before June 16, 2025, or has entered into a contract for electric service with PacifiCorp
19 before June 16, 2025 for the provision of electricity service that requires PacifiCorp to make
20 significant investments or incur significant costs after June 16, 2025 that could result in increased
21 costs or risks to PacifiCorp's other retail electricity consumers. Any customer contributions via a
22 contribution in aid of construction (CIAC) that have been paid by the LEUF customer would not
23 be included in any calculation used to determine this designation. Significant investments or costs

1 after June 16, 2025, that could result in increased costs or risks to PacifiCorp's other retail
2 electricity consumers are defined as cumulative investments of \$10 million or more for any
3 combination of the following components:

- 4 a. New transmission facilities placed in service after June 16, 2025,
- 5 b. New distribution facilities placed in service after June 16, 2025, and
- 6 c. Generation and power purchase agreement costs placed in service after June 16,
7 2025, for a LEUF that has not entered into a Schedule 272 agreement with
8 PacifiCorp before June 16, 2025.

9 "Significant investment" or "significant cost" does not include investments or costs
10 incurred after June 16, 2025, to maintain, repair, renew, or replace facilities placed into service
11 before June 16, 2025, and necessary to continue providing existing service, up to the contract
12 demand in place on June 16, 2025.

13 Notwithstanding anything to the contrary herein, the determination of whether the LEUFs
14 presently engaged in a contested case proceeding (Contested LEUFs) concerning PacifiCorp's
15 performance of its obligations under existing service agreements entered into before June 16, 2025
16 (Complaint Proceeding) are subject to Schedule 401 as a "New LEUF" shall be decided through
17 the Complaint Proceeding and not Paragraph 15 above. If the Commission declines to decide the
18 issue or the Complaint Proceeding is resolved without resolution of this issue, Paragraph 15 shall
19 apply to the Contested LEUFs.

20 16. Increases in contract demand by existing LEUFs: In the event that an existing LEUF
21 that is not on Schedule 401 increases its contract demand by 10 megawatts (MW) or more, but
22 does not meet the definition of a New LEUF described in Paragraph 15, PacifiCorp must submit a
23 study into docket UE 463 showing the impact of this increase on the system and what, if any,

upgrades are required to accommodate the increase in contract demand.

17. LEUF Agreements: New LEUFs must sign a LEUF Agreement to receive service from PacifiCorp.

18. Limitation on Usage: New LEUFs that are already energized may not exceed their highest actual measured peak demand as of the day the Commission issues a final order in this proceeding until a LEUF Agreement is approved by the Commission.

19. LEUF Agreement Filing Timeline: Within 45 days after execution, a LEUF Agreement will be filed with the Commission for approval. If the parties have not executed a LEUF Agreement within 180 days of completion of the service study, either party may file an unexecuted LEUF Agreement and request Commission resolution of disputed terms.

20. Commission Review of LEUF Agreements: The Commission will have 90 days to approve or reject a standard LEUF Agreement. PacifiCorp or the LEUF may propose a non-conforming contract structure, in which case the Commission will have 180 days to approve or reject the LEUF Agreement. For either standard or non-standard contracts, the Commission may extend the review period for good cause.

a. In the filing seeking Commission approval, PacifiCorp will provide a description of how the contract structure is designed to avoid double-counting.

21. LEUF Agreement Terms: The following terms shall be included in each LEUF Agreement and reflected in Schedule 401, unless PacifiCorp and the LEUF agree to and the Commission approves a specialized structure:

a. Rule 13 will apply to line extensions for New LEUFs, but any Network Upgrades (as defined in Rule 13, including bulk transmission) required to serve the New LEUF's load will be paid for upfront by the New LEUF, unless each of the

1 following criteria are met, in which instance the proportionate share of the cost of
2 the Qualified Network Upgrade meeting each of the criteria will be paid by the
3 LEUF through time, as detailed in Paragraph 21.b below:

- 4 i. The Network Upgrade is a transmission facility of 230 kV and above,
- 5 ii. The Network Upgrade is utilized and defined as a transmission path or
6 facility that is on the Western Electric Coordinating Council (WECC)
7 critical path list, and
- 8 iii. Less than 80 percent of the Network Upgrade's presently known capacity
9 needs allocated to PacifiCorp are comprised of LEUF customer(s) demand.

10 LEUFs will pay the share of costs related to Qualified Network Upgrades
11 based on the proportion of the LEUF's usage of the Qualified Network Upgrade
12 versus the total presently known capacity needs by PacifiCorp of the Qualified
13 Network Upgrade. "Presently known capacity needs" are forecasted needs no more
14 than five years in the future that are likely to prudently use a Network Upgrade.

15 Multiple LEUFs may agree to share line extension, Network Upgrade, or
16 Qualified Network Upgrade costs. Provided the LEUF makes all required payments
17 under this section, PacifiCorp will reserve sufficient transmission rights to provide
18 electric service to meet the LEUF's contract demand.

- 19 b. The recuperation of the LEUF's share of a Qualified Network Upgrade will be set
20 as a monthly fee equal to the then-current revenue requirement for the assigned
21 portion of the Qualified Network Upgrade. The revenue requirement for these
22 assets will be calculated based on final actual costs as if the asset's depreciable life
23 was equal to the remaining contract length of the customer's LEUF Agreement, and

1 the rate of return will be PacifiCorp's Commission-approved rate of return. In the
2 event of default by the LEUF, PacifiCorp may seek recovery of unrecovered
3 Qualified Network Upgrade costs in a future Oregon rate case to the extent that it
4 demonstrates that (i) PacifiCorp has not fully recovered the final actual costs
5 through the combination of monthly fees and default collateral; (ii) continued
6 operation of the Qualified Network Upgrade provides greater net benefits to
7 PacifiCorp's Oregon customers than removal or sale of the Qualified Network
8 Upgrade; and (iii) PacifiCorp demonstrates that including these costs in other
9 customers' rates will lead to fair, just, and reasonable rates.

10 c. The New LEUF will reimburse PacifiCorp for any actual third-party transmission
11 service costs needed to serve the customer.

12 d. The New LEUF will pay an hourly energy charge equal to the
13 Energy Day-Ahead Market (EDAM) Locational Marginal Price (LMP) at a node
14 that both parties agree upon and is approved by the Commission.

15 e. The New LEUF will be subject to a Peak Demand Charge that is based on
16 Customer's highest demand during the month to the nearest kilowatt equal to the
17 sum of the following PacifiCorp Open Access Transmission Tariff (OATT)
18 Schedule monthly rates:

19 i. Schedule 1

20 ii. Schedule 3

21 iii. Network Integration Transmission Service. This charge will be updated
22 with changes to pricing in the OATT and will be subject to the annual
23 true-up of OATT rates. PacifiCorp will utilize the Oregon-allocated portion

1 of LEUF OATT-based revenues to lower the revenue requirement for other
2 Oregon non-LEUF customers in any ratemaking proceeding when the
3 revenue requirement from OATT revenue is considered.

- 4 f. PacifiCorp will analyze the generation and capacity resources necessary to serve
5 the New LEUF's load without impeding PacifiCorp's compliance with HB 2021 or
6 its small-scale renewable mandate from ORS 469A.210. Any incremental resources
7 PacifiCorp acquires for the purpose of serving a New LEUF will be non-emitting.
8 The analysis used to support the LEUF Agreement will ensure that to the extent a
9 New LEUF is served with existing, emitting resources, the New LEUF will be
10 responsible for emissions reductions associated with electricity delivered to other
11 Oregon PacifiCorp customers such that the New LEUF does not cause an increase
12 in PacifiCorp's emissions or shift the costs of HB 2021 compliance onto other
13 customer classes. Each LEUF Agreement will ensure that the New LEUF's load is
14 served in a manner that does not harm PacifiCorp's resource adequacy position or
15 impede its HB 2021 or small-scale renewable compliance positions for existing
16 customers. PacifiCorp's analysis used to determine a New LEUF's impact on
17 HB 2021 compliance will be included in its filing for LEUF Agreement approval
18 with the Commission.
- 19 g. In the event that PacifiCorp's legal requirements regarding emissions or its
20 generation mix change in the future, the Stipulating Parties will reconvene to ensure
21 that Schedule 401 does not impede PacifiCorp's ability to comply with the law.
- 22 h. The New LEUF will compensate PacifiCorp for the full cost of all necessary
23 generation and storage resources through either: (a) a Reservation Charge based on

1 the Contract Demand and paid monthly during the term, beginning with the
2 commencement date, or; (b) the sum of (i) direct reimbursement of the actual costs
3 of the Customer Resources (those dictated by the Customer) inclusive of capacity
4 costs in \$/kW-month, energy costs in \$/MWh, costs associated with compensable
5 curtailment of the Customer Resource, internal costs associated with procurement
6 or management of third-party contracts and interconnection-related upgrades and
7 improvements and network service-related upgrades and improvements; (ii) a
8 Portfolio Risk Management Charge that will be based on Contract Demand and will
9 be proportionate to the additional pass through agreements PacifiCorp is required
10 to carry on its balance sheet; and (iii) a System Firming and Balancing Charge set
11 at 33 percent of System Fixed Generation applicable to Schedule 48 less a
12 generation credit applicable to Customer Generation priced at the EDAM LMP
13 applicable to the hour of scheduled energy generation, net of all imbalance charges
14 associated with variances between scheduled and actual generation amounts, and
15 not to exceed the actual cost of energy from the Customer Resource.

16 i. The Reservation Charge will be set to compensate all capital and
17 maintenance costs of constructing and operating all of the necessary load
18 interconnection facilities, network improvements associated with the
19 designation of network load, the necessary generation and storage facilities
20 to reliably serve the load and comply with Oregon emissions and
21 small-scale renewable standards on a 24x7 basis without customer load
22 flexibility, the resource and storage interconnection facilities, the network
23 improvements associated with the designation of network resources, and the

1 company's return on these investments at a rate that will prevent any
2 subsidization from existing customers. This rate will be set to recover these
3 costs over the life of the customer's contract.

4 ii. The Portfolio Risk Management Charge will be designed to avoid harming
5 the company's credit metrics.

6 i. The New LEUF will be subject to the Schedule 300 Excess Demand Charge.
7 PacifiCorp will provide an analysis in each of its Power Cost Adjustment
8 Mechanism filings documenting the frequency and severity of LEUF excess
9 demand events. In this analysis, the company will provide the number of excess
10 demand events, the duration of the events, and the amount of excess demand per
11 event by anonymized customer account for the prior year.

12 j. Any Excess Demand greater than Contract Demand requires prior company
13 approval and will be subject to curtailment if needed to maintain system reliability,
14 safety, or if it will risk unwarranted cost shifting to other customers.

15 k. The New LEUF will pay all of the surcharges applicable to Schedule 401 at the
16 same price applicable to Schedule 48 customers. To achieve this, all surcharges will
17 be calculated recursively so that the original rate spread is applied to a revenue
18 requirement that accounts for the additional revenues raised by Schedule 401
19 customers. This will be done by subtracting the forecasted revenue from
20 Schedule 401 from the original revenue requirement, then recursively solving for a
21 set of rates that maintains the intended rate spread on the modified revenue
22 requirement while keeping Schedule 401 rates equal to Schedule 48 rates.

23 l. The New LEUF will be subject to an Exit Fee that is set to recover infrastructure

costs that are funded by PacifiCorp. The Exit Fee will include the net book value of company-funded infrastructure, the net cost of customer-specific power/tolling agreements, the Reservation Charge for the remainder of the customer's contract, and the net cost of removing facilities no longer needed. If another large customer takes service within three years of an exiting LEUF's departure, the Exit Fee will be refunded by a pro-rata share of the capacity assumed by the new large customer. No refund will be given for the net cost of removing facilities that served the exiting LEUF.

- m. The New LEUF will pay a surcharge that will be equal to (i) PacifiCorp's forecasted administrative and general expense included in the final cost of service study in its most recent general rate case divided by forecast energy sales from the general rate case; (ii) any charges that get folded into base rates that Schedule 401 LEUFs are eligible for; and (iii) any other shared costs the Commission deems appropriate. In between general rate case filings, this surcharge shall be adjusted annually by the Consumer Price Index until the rules for the Multi-Year Rate Plan are developed, at which time, this surcharge will be adjusted by the I-factor determined in those rules (if one is included). In addition, costs recovered through the Z-factor may be included in the surcharge if the Commission deems appropriate.

22. Demonstrated System Benefits: A LEUF Agreement may include provisions that account for demonstrated system benefits provided by interruptible service as detailed in Paragraph 28 below.

23. Application Fee: Applicants seeking New LEUF agreements with PacifiCorp shall pay a \$25,000 nonrefundable fee as offset to the costs of the company preparing the LEUF

1 Agreement, but this does not cover the cost of the engineering studies which will be entirely
2 allocated to the New LEUF. As part of any study agreement, the LEUF will agree to true-up
3 PacifiCorp's costs of preparing and negotiating the LEUF Agreement to be recovered from the
4 LEUF, regardless of whether the LEUF Agreement is ultimately executed.

5 24. Minimum Contract Term: The minimum term for a LEUF Agreement will be
6 10 years, and the maximum term will be 30 years, inclusive of any ramp period.

7 25. LEUFs Not Subject to Schedule 401: Within 60 days of the rate effective date of
8 docket UE 470, PacifiCorp will make a tariff filing to create a new rate class for LEUFs that are
9 not subject to Schedule 401 that assigns the cost of serving such LEUFs to that class consistent
10 with the POWER Act, including net power costs. The tariff filing will restate the revenue
11 requirement from docket UE 470 with a new rate class allocation that includes the new rate class.
12 This new tariff will use a similar structure to Schedule 48. PacifiCorp will provide notice of the
13 new tariff filing to the parties in dockets UE 470 and UE 463.

14 26. Community Energy Benefits Charge: LEUFs over 100 MW will be charged a
15 1 cent/kWh charge to fund non-cost-effective energy efficiency, critical home repairs ("enabling
16 repairs"), or distributed energy resources for low-income customers in PacifiCorp's Oregon
17 service territory. This charge will be set at 0 cents/kWh in the event the same charge ordered by
18 the Commission for Portland General Electric Company (PGE) in docket UM 2377 is found to be
19 unlawful by a court of competent jurisdiction, at the time the decision becomes final and not
20 subject to appeal. The charge will revert back to 1 cent/kWh if, at some point thereafter, the Oregon
21 Legislature fixes the legal infirmity identified by the court or otherwise allows for a substantially
22 similar surcharge to be established. Rules governing the administration of any funds generated will
23 be established within a separate docket.

1 27. Site Aggregation: The following two criteria will apply for purposes of determining
2 whether a customer is eligible for Schedule 401:

3 a. If two or more sites have common ownership and are within 2,500 feet of each
4 other or are served by the same substation, the sites will be treated as one for the
5 purpose of capacity allocation and the qualification for a LEUF Agreement.

6 b. Data center customers with similar ownership that are located anywhere in
7 PacifiCorp's territory must have their Contract Demand summed for the purposes
8 of LEUF qualification.

9 28. Flexibility Compensation: PacifiCorp will propose a uniform flexibility
10 compensation program based on avoided cost principles for New LEUF customers in its next
11 General Rate Case or in its filing to establish a tariff for LEUFs not subject to Schedule 401,
12 whichever is first. Since non-LEUF customers would compensate LEUF customers for flexibility,
13 the analysis of the LEUF customer's resource need would not consider any assumed flexibility.
14 An alternative compensation for flexibility could still be proposed as part of a non-standard LEUF
15 Agreement filing.

16 29. Collateral and Credit Requirements: A LEUF shall, at the company's election, be
17 required to provide sufficient creditworthiness or post collateral to cover the customer's Exit Fee.
18 This determination will be made using the credit requirements described below. This amount will
19 be reassessed every two years to reflect the customer's current Exit Fee.

20 a. The senior unsecured long term debt of a customer has a rating of A- or higher by
21 Standard & Poor's or Fitch, A (low) or higher by DBRS, or A3 or higher by
22 Moody's Investor Services, Inc.; provided that if an entity is rated by multiple credit
23 rating agencies, the entity will be deemed to satisfy the Creditworthiness

- 1 Requirements only if at least two of the foregoing standards are met, or
- 2 b. If there is no such rating of the customer's senior unsecured long-term debt, the
- 3 customer has an equivalent rating as determined by the utility through its standard
- 4 internal process review.
- 5 30. Biennial Reporting: PacifiCorp will submit a report every other year regarding its
- 6 LEUF Customers.
- 7 a. The report will contain the following information:
- 8 i. Number of LEUFs
- 9 ii. Aggregated Reserved Capacity (or Contract Capacity) of LEUF Customers
- 10 iii. Aggregated peak monthly Demand of LEUFs
- 11 iv. Aggregated monthly energy usage of LEUFs
- 12 v. The total number of instances a LEUF requested to exceed its Reserved
- 13 Capacity (or Contract Capacity) during the calendar year, the date of each
- 14 request, and whether PacifiCorp granted the request.
- 15 vi. Anonymized, individualized monthly peak demand of each LEUF
- 16 vii. Anonymized, individualized monthly usage of each LEUF
- 17 b. The report will be filed in docket UE 463 no later than March 31 of the year
- 18 following the reporting year (i.e., reporting for 2026 would be due March 31, 2027).
- 19 c. Information contained in Paragraph 30(a)(vi) through (viii) above will be provided
- 20 confidentially. Information contained in Paragraph 30(a)(i) through (v) will be
- 21 made publicly available. Until PacifiCorp has at least four LEUFs with distinct
- 22 ownership, the information contained in Paragraph 30(a)(i) through (v) made
- 23 publicly available will be provided in ranges appropriate to prevent disaggregation.

d. PacifiCorp's reporting obligation will conclude after the 2040 reporting year, unless the Commission determines that continued reporting is necessary to continue to assess the efficacy of the approach adopted here to adhere to the laws and principles established in the POWER Act.

31. Renewals: LEUF Agreement renewals will be a minimum of 10 years in length.

32. Interconnection of LEUFs: LEUF customer interconnection will be on a first-come, first-served basis, meaning that LEUF customers will be interconnected in the order in which they execute a LEUF Agreement, subject to agreed-upon construction timelines, and system constraints (including proposals such as flexibility to address system constraints). The load interconnection queue for LEUF interconnection will be shared with the Commission in a confidential report that is updated whenever the queue changes, but not more frequently than once per quarter. PacifiCorp will provide a justification for any changes made to the queue. A public version of the report shall be made available in a manner that protects the confidentiality of all LEUF customers. The Commission will have the right to make changes to the queue for good cause, if the change does not result in unfair or unduly discriminatory treatment of any other LEUF customers.

33. LEUF Resource Eligibility: Any resource, including company-owned benchmark resources, that are actively participating in a formal system procurement request, whether the request for proposals (RFP) is for Oregon specifically or another state in PacifiCorp's service territory, would be ineligible to support a LEUF. A resource that chooses to participate in a formal system procurement may become eligible for a LEUF if the resource's participation in the RFP ends, such as in the event the resource does not make a short list or other key milestone.

34. Tax on CIAC: Any forecasted negative tax implications for a customer's CIAC must be documented by PacifiCorp, paid for by the customer, and included in any LEUF

1 Agreement presented to the Commission.

2 35. Direct Assignment of Unrecovered Investments: Any and all unrecovered portions
3 of the proportionate share of investments identified in service contracts between PacifiCorp and
4 LEUFs subject to Schedule 401 are directly assigned, in a manner consistent with Paragraph 21,
5 to the customer on a going forward basis as part of the LEUF Agreement for customers eligible
6 for Schedule 401.

7 36. LEUF Contributions to Future Shared Facility Costs: If, when studying the LEUF's
8 load request, PacifiCorp determines that the LEUF's load will accelerate PacifiCorp's need to
9 construct a planned facility, the LEUF Agreement will identify the facility for future cost recovery
10 from the LEUF. In the proceeding when the facility goes into rates for Oregon customers, a
11 surcharge will be developed that will recover the LEUF's proportionate share of the facility based
12 upon total presently known capacity need and over the remaining life of the LEUF Agreement.

13 37. Rule 15: LEUFs will not be exempted from the requirements of Rule 15 as a result
14 of entering a LEUF Agreement.

15 38. This Stipulation will be offered into the record of this proceeding as evidence
16 pursuant to OAR 860-001-0350(7). The Stipulating Parties agree to support this Stipulation
17 throughout this proceeding and any appeal, provide witnesses to sponsor this Stipulation at any
18 hearing, and recommend that the Commission issue an order adopting the settlements contained
19 herein. The Stipulating Parties also agree to cooperate in drafting and submitting joint testimony
20 or briefing in support of the Stipulation in accordance with OAR 860-001-0350(7)(a).

21 39. If this Stipulation is challenged, the Stipulating Parties agree that they will continue
22 to support the Commission's adoption of the terms of this Stipulation. The Stipulating Parties agree
23 to cooperate in any hearing and put on such a case as they deem appropriate to respond fully to the

1 issues presented, which may include raising issues that are incorporated in the settlements
2 embodied in this Stipulation.

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

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

21 42. This Stipulation is not enforceable by any Stipulating Party unless and until adopted
22 by the Commission in a final order. Each signatory to this Stipulation acknowledges that they are
23 signing this Stipulation in good faith and that they intend to abide by the terms of this Stipulation

1 unless and until the Commission rejects or adopts only in part the Stipulation. The Stipulating
2 Parties agree that the Commission has exclusive jurisdiction to enforce or modify the Stipulation.

3 43. This Stipulation may be executed in counterparts and each signed counterpart shall
4 constitute an original document. The Stipulating Parties further agree that any electronically
5 generated signature of a Stipulating Party is valid and binding to the same extent as an original
6 signature.

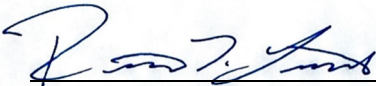
7 44. This Stipulation may not be modified or amended except by written agreement
8 among all Stipulating Parties who have executed it.

STAFF

By: /s/ Betsy Bridge
Betsy Bridge

Date: September 16, 2026

PACIFICORP

By: 
Rick Link

Date: September 16, 2026

ENVIRONMENTAL INTERVENORS

By: /s/ Cole Souder
Cole Souder

Date: September 16, 2026

OREGON CITIZENS' UTILITY BOARD

By: /s/ Claire Valentine-Fossum
Claire Valentine-Fossum

Date: September 16, 2026