BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

IN THE MATTER OF THE APPLICATION OF OKLAHOMA GAS AND ELECTRIC COMPANY FOR COMMISSION APPROVAL OF ELECTRIC SERVICE AGREEMENTS AND PREAPPROVAL OF CAPACITY PURCHASE AGREEMENTS PURSUANT 17 O.S. § 286(C)	))))))	Case No. PUD2026-000031

HEARING: September 8–9, 2026, in Concourse Theater, C50 (live and virtual teleconference)
Will Rogers Memorial Office Building
2401 North Lincoln Blvd., Oklahoma City, Oklahoma 73105
Before Shawnae Robey, Administrative Law Judge

APPEARANCES: A. Chase Snodgrass and Deborah R. Thompson, Attorneys *representing* Oklahoma Gas and Electric Company
Mike S. Ryan, Deputy General Counsel and Natasha M. Scott, Chief Legal Counsel *representing* Public Utility Division, Oklahoma Corporation Commission
Ashley N. Youngblood, Acting Supervisory Assistant Attorney General *representing* Office of the Attorney General, State of Oklahoma
James A. Roth, Lindsey Pever, Niles Stuck, and Cole Peters, Attorneys *representing* GOOGLE LLC
Thomas P. Schroedter and Eric C. Money, Attorneys *representing* Oklahoma Industrial Energy Consumers
Adam J. Singer, Attorney *representing* Oklahoma Sustainability Network

PROPOSED JOINT FINDINGS OF FACT AND CONCLUSIONS OF LAW

This Case comes before the Corporation Commission ("Commission") of the State of Oklahoma, being regularly in session and the Commissioners present and participating, for consideration and action on the Application of Oklahoma Gas and Electric Company ("OG&E" or "Company") filed on May 1, 2026, requesting approval of three Electric Service Agreements ("ESAs") with Alliance Site & Grid, LLC, a wholly-owned subsidiary of Google, LLC ("Google"), and preapproval of two Capacity Purchase Agreements ("CPAs") pursuant to 17 O.S. § 286(C), and authorization to recover CPA costs through OG&E's Fuel Adjustment Clause ("FCA").

Following the filing of Direct, Responsive, and Rebuttal Testimony, OG&E, the Public Utility Division of the Oklahoma Corporation Commission ("PUD"), the Office of the Oklahoma Attorney General ("Attorney General"), and Google submitted a Joint Stipulation and Settlement Agreement ("Joint Stipulation"), including Exhibit A, Customer Impact Review Protocol, resolving the issues in this proceeding. Oklahoma Industrial Energy Consumers ("OIEC") did not join the Joint Stipulation but stated that it did not intend to present testimony in opposition. Oklahoma Sustainability Network ("OSN") was excused from the hearing and did not participate.

(9/9/26 Tr. 7:18–25; 8:1–14; 9:10–16; 9:18–25; 10:1–20.) The Joint Stipulation and Settlement Agreement is attached hereto as Attachment "A" and is incorporated as if set forth fully herein.

I. PROCEDURAL HISTORY

[PLACEHOLDER - PROCEDURAL HISTORY TO BE INSERTED]

A Pre-Hearing Conference was held and Public Comment was taken on September 8, 2026. The Hearing on the Merits was held before Administrative Law Judge Shawnae Robey on September 9, 2026. At the Hearing on the Merits, the parties presented the Joint Stipulation and Settlement Agreement and testimony in support thereof. (9/9/26 Tr. 12–55.)

II. NOTICE

At the Pre-Hearing Conference, counsel for OG&E announced that notice to the public had been provided in compliance with Order No. 758316 and the associated Customer Notice Affidavit, which includes a copy of the Notice provided to customers, was filed of record on September 3, 2026. The ALJ finds that notice has been accomplished in compliance with Order No. 758316 and Commission rules.

III. SUMMARY OF EVIDENCE

Documents filed in this Case, including pre-filed Direct, Responsive and Rebuttal Testimony, are contained in the records maintained by the Court Clerk of the Commission. In addition to the pre-filed testimony, parties presented live testimony at the Hearing on the Merits in support of the Joint Stipulation. Including herein is Attachment "B" which provides a summary of the pre-filed testimony and a summary of the relevant live testimony provided at the Hearing is set forth below, which is reflected in full of the transcript of the proceedings. The Commission has reviewed the evidentiary record, the Joint Stipulation, and the related testimony in reaching the findings and conclusions set forth below.

A. Oklahoma Gas and Electric Company Pre-Filed Direct and Rebuttal Testimony

OG&E witness Kimber L. Shoop testified regarding OG&E's capacity need, the statutory requirements of 17 O.S. § 286(C), and the reasonableness of the CPAs in light of available alternatives. He further testified that the ESAs contain substantial protections designed to ensure that costs attributable to serving Google are not shifted to other customer classes and that any future adverse rate impact may be reviewed and addressed by the Commission. In rebuttal he addresses Section 286(C) and discusses the "fail safe" provision. (Shoop Direct 3:7–10; 4:1–29; 5:1–3; 5:12–26; 6:1–5; 7:Chart 1 and 2, 1–5; 11:15–28; 9:20–27; 10:4–13 and 17–21; Shoop Rebuttal 3:9–30; 4:1–2; 5:24–29; 6:1–8; 6:12–28.)

OG&E witness John P. Laws described the overall business arrangement with Google for three new Oklahoma data centers and the principal protections contained in the ESAs. He explained that Google will fund 100 percent of the dedicated transmission infrastructure necessary to connect each site through contributions in aid of construction, while OG&E will acquire a portion of the capacity needed to meet its identified resource adequacy requirements through the two CPAs. He also describes the Supplemental Resource Administrative Charge ("SRAC")

charge, along with the long-term service commitments, minimum billing obligations, exit and capacity-reduction fees, credit support, and other contractual provisions intended to protect existing customers. (Laws Direct 3:22–30; 4:1–2; 4:26–31; 5:1; 7:23–26; 8:13–17, 20–31; 9:2–5; 9:8–11; 9:24–30.)

OG&E witness Gwin Cash explained the rate design, cost allocation, minimum billing demand and energy provisions, and other customer protections contained in the ESAs. He testified that the agreements preserve the ability for Google's rates to migrate to a future Commission-approved large-load tariff if applicable, while the non-rate contractual protections remain in effect according to the agreements through the term of the ESAs. (Cash Direct 3:13–19; 4:10–30; 5:26–31.)

OG&E witness Matthew J. Schuermann supported preapproval of the Rush Springs and High Spring CPAs. He testified that the two 15-year CPAs provide approximately 360 MW of accredited summer capacity and 120 MW of accredited winter capacity and are priced below the capacity alternatives available to OG&E through its 2024 All-Source Request for Proposals. He further testified that the agreements contain delivery and replacement protections and provide needed capacity without transferring energy-market price risk to OG&E customers. In Rebuttal Testimony, Mr. Schuermann supported the favorable evaluation of the CPAs compared to reasonable alternatives available to OG&E. (Schuermann Direct 3:30–31; 4:1–7; 4:9–14; 5:5–16; 5:22–31; Schuermann Rebuttal 3:5–19; 5:19–21; 6:3–13.)

OG&E witness Jason J. Thenmadathil presented analyses of the effect of Google's load on existing customer classes and explained the customer-impact review contemplated by the ESAs. He testified that Google's large and relatively steady load contributes to shared system costs and can place downward pressure on rates for existing customers. His rebuttal testimony also addressed the appropriate treatment of future costs and the importance of using actual, customer-specific information when future customer-impact reviews are conducted. (Thenmadathil Direct 4:1–15; 5:1–16; Thenmadathil Rebuttal 3:21–29; 4:1–6.)

OG&E witness Matthew DeCourcey addressed industry practice concerning service to very large loads. He testified that the ESAs contain protections against stranded costs and cross-subsidization that are consistent with, and in several respects stronger than, protections observed in other jurisdictions. He further explained that the unique contractual fail-safe mechanism permits future review and correction if circumstances change. (DeCourcey Direct 4:12–28; 5:1–6; 10:1–12; 13:1–9; 15:12–14; 17:17–20; 18:5–12; 20:12–25; 21:1–2; 21:4–8.)

B. Oklahoma Industrial Energy Consumers Pre-Filed Responsive Testimony

In response to the testimony of OG&E, OIEC witness Mark E. Garrett concluded that the cost-of-service analyses presented in this Case were reasonable and appropriate to show that Google's load provides a net benefit to OG&E's system at this time. He also concluded that the consumer protections in the ESAs demonstrate a fair and reasonable approach consistent with his recommendation in the PSO proceeding (Case No. PUD2025-000075) and are sufficient to protect other OG&E customers. He recommended continued review in future rate cases to demonstrate there is no net detriment to the system. (Garrett Responsive 6:1–10; 11:7–9; 15:20–21; 17:4–6; 17:10–11.)

C. Office of the Oklahoma Attorney General Pre-Filed Responsive Testimony

Attorney General witness Frank J. Beling evaluated the CPAs, the ESAs, and additional consumer protections. He testified that OG&E has a need for the capacity reflected in the CPAs and the CPAs have favorable pricing compared with the other capacity options available through OG&E's 2024 RFP and, based on the particular facts and circumstances of this Case, the Attorney General did not object to their selection. He further testified that the proposed special contracts comply with House Bill 2992 and that the Attorney General did not object to approval of the ESAs, including the SRAC which is acceptable because it is between Google and OG&E and does not affect other customers' rates. He recommended that while the "failsafe" analysis is a beneficial mechanism to identify any adverse rate impacts, he argued the analysis needed more details on the methodology. He further supported that should there be future network transmission upgrades required to serve Google's load, Google should pre-fund those costs and that large-load customers should pay their fair share of any approved Construction Work In Progress ("CWIP"). (Beling Responsive 6:17–20; 7:1-–2; 8:1–15; 8:17–19; 14:19–20; 15:1–2; 16:5–8; 24:11–18; 27:1–13; 28:5–17; 29:10–15; 32:13–15; 32:18–19; 33:12–14.)

D. Public Utility Division Pre-Filed Responsive Testimony

PUD witness John Givens addressed the proposed ESAs and CPAs, customer protections, potential impacts of the Google load on existing customers, and the appropriate framework for future customer-impact reviews. Mr. Givens concluded that the ESAs contain reasonable protections for existing customers, meet the requirements of HB 2992, and recognized the importance of reviewing future rate impacts as actual costs and loads become known. He recommended periodic review of the cost-of-service impacts associated with Google's load and proposed mechanisms for addressing any adverse impacts identified in future proceedings. Mr. Givens also addressed OG&E's consideration of reasonable alternatives to the CPAs and the standards that should apply when generation resources are acquired outside a competitive solicitation. (Givens Responsive 3:16–19; 3:24–25; 4:9–15; 9:6–15; 13:17–19; 14:1–7; 15:11–14; 16:11–19; 17:8; 21:7–9; 21;14–15; 22:3–5.)

PUD witness Frank Mossburg evaluated OG&E's need for additional generation capacity, the proposed CPAs, the protections contained in the ESAs, and the methodology for evaluating the future customer impacts of Google's load. Mr. Mossburg concluded that OG&E demonstrated a need for new generation supply; that the CPAs contain standard contractual protections, are priced below recent market transactions, and represent a unique opportunity; and that the ESAs contain reasonable protections for ratepayers. He further recommended that the Commission establish guidelines for evaluating the impact of the new load in future proceedings so that actual rate setting appropriately protects existing customers from adverse cost shifts. (Mossburg Responsive 24:4–12.)

E. Google LLC Pre-Filed Rebuttal Testimony

In his Rebuttal Testimony, Google witness Adrian J. Kimbrough supported approval of the ESAs and addressed the appropriate framework for future customer-impact assessments. He testified that Google is prepared to pay the incremental costs directly caused by serving its load, and future assessments should distinguish Google-caused costs from system costs. His testimony supported considering methodologies to review the cost shifts in future proceedings. (Kimbrough Rebuttal 4:5–8; 5:3–5; 11:5–19; 15:5–9 15:14–16.)

F. Joint Stipulation and Settlement Agreement

At the Hearing on the Merits the Commission heard testimony regarding the Joint Stipulation. The Joint Stipulation recommends (1) approval of the three ESAs, preapproval of the Rush Springs and High Spring CPAs pursuant to 17 O.S. § 286(C), recovery of CPA costs through the FCA subject to annual prudence review, (2) details of a Customer Impact Assessment, (3) addresses transmission costs, (4) Construction Work in Progress ("CWIP"), (5) certain annual projections, (6) approval of the Supplemental Resource Administrative Charge ("SRAC") as proposed in the Application, and (7) requires certain forecasts during the Integrated Resource Planning ("IRP") process. In particular, the Joint Stipulation establishes a Customer Impact Assessment framework, with Exhibit A providing a Customer Impact Review Protocol intended as a starting framework for future assessments, while preserving the Commission's authority and the parties' ability to address the methodology in future proceedings. (9/9/26 Tr. 23:14–25; 24:1–25; 25:1–19; 26:3–14.)

OG&E witness Kimber Shoop testified in support of the Joint Stipulation. Mr. Shoop described the settlement negotiations as robust and testified that the Joint Stipulation constitutes a fair, just, and reasonable compromise of the issues in the case. Mr. Shoop summarized the principal provisions of the Joint Stipulation, including Part II Paragraph A's approval of the three ESAs as special contracts and grant Section 286(C) preapproval of the two CPAs with FCA recovery subject to annual prudence review. (9/9/26 Tr. 22:22–25; 23:1–3; 23:20–25; 24:1–3.)

Mr. Shoop explained that the ESAs were negotiated to permit OG&E to serve Google's substantial new load while protecting existing customers from adverse rate impacts. He identified protections including substantial Contribution In Aid of Constriction ("CIAC") payments, significant performance security, a long-term service commitment, exit fees, minimum demand and energy payments, and allocation of costs based on contract demand. (9/9/26 Tr. 13:7–25; 14:1–3; 15:1–5; 17:1–25; 18:1–25; 19:1–11.)

Mr. Shoop further testified that the Rush Springs and High Spring CPAs will help meet OG&E's capacity obligations, were negotiated at prices below those reflected in OG&E's recent RFP, will benefit all customers rather than being dedicated solely to Google, and are proposed for recovery through the Fuel Adjustment Clause. He further stated ESAs will be governed during their term by the terms and conditions of service. He described that Paragraph A also requests approval of the SRAC paid to OG&E for administering the CPAs. (9/9/26 Tr. 19:19–25; 20:1–16; 21:5–13; 24:3–6.)

He then addressed Paragraph B regarding the Customer Impact Assessment and described how OG&E agreed it would conduct the with-and-without Google analysis in order to ensure customers would not be harmed by the addition of the Google load. He described how the Customer Impact Review Protocol in Exhibit A to the Joint Stipulation was adopted as starting principles for future with-and-without-Google analyses in future rate cases. He explained that the framework is not intended to bind the Commission or the parties to a single methodology in future proceedings and that the Commission will remain the ultimate arbiter of the appropriate methodology. (9/9/26 Tr. 23:11–15; 24:16–24; 25:1–25; 26:1–25; 27:1–3.)

As to Paragraph C, Mr. Shoop testified that Google has already agreed to fund 100 percent (and has already paid) for the dedicated transmission and distribution infrastructure needed to serve their load through CIAC. However, parties wanted to ensure that should any future transmission

costs come up in the future as a direct result of the Google load, that would be addressed as described in Paragraph C. (9/9/26 Tr. (9/9/26 Tr. 26:7–12; 27:13–25; 28:1–19.)

As to Paragraph D, Mr. Shoop described how this paragraph ensures that any concerns raised in testimony regarding recovery of Construction Work In Progress ("CWIP") from customers would also be collected from Google. (9/9/26 Tr. 28:22–25; 29:1–3.)

As to Paragraph E, Mr. Shoop described how in this provision OG&E agreed to provide to the Attorney General and PUD a 12-month projection of minimum bill revenues per site within 90 days of a final order and the updated annually until full contract demand is reached and, because it is customer-specific information, it would be provided to the Attorney General and PUD on a highly sensitive, confidential basis. He further described that this provision agrees that any cost components that are moved into rate base become subject to billing minimums established in the ESAs. In addition, Paragraph E requires OG&E to track the revenues it receives from Google for the SRAC. (9/9/26 Tr. 29:12–25; 30:4–19.)

As to Paragraph F regarding resource adequacy tracking, OG&E has agreed to provide forecast information for the large load customer class on a highly sensitive, confidential basis in a manner that will not identify any customer-specific information. (9/9/26 Tr. 30:11–19.)

Mr. Shoop ultimately recommended that the Commission approve the Joint Stipulation, including approval of the ESAs and CPAs, and find the settlement fair, just, reasonable, and in the public interest. (9/9/26 Tr. 32:6–16.)

Attorney General witness Frank Beling testified in support of approval of the Joint Stipulation. He agreed with Mr. Shoop's description of the settlement terms and did not identify any additional terms requiring clarification. Mr. Beling emphasized the importance of Exhibit A to the Joint Stipulation, explaining that the Customer Impact Review Protocol provides needed detail concerning how future customer impacts may be evaluated and serves as a useful roadmap while preserving the parties' ability to address the methodology in future proceedings. Mr. Beling also agreed with Mr. Shoop's characterization of the settlement and testified that Exhibit A provides helpful detail for future calculations and constitutes an important safeguard for other customers. Mr. Beling further testified that the Joint Stipulation addresses the Attorney General's concerns, reflects a collaborative compromise, and believes it is fair, just, reasonable, and in the public interest. He recommended that the Commission approve the Joint Stipulation. (9/9/26 Tr. 46:14–24; 47:1–25; 48:1–18; 49:3–15.)

PUD witness David Scalf testified on behalf of PUD and explained that, due to staff departures, he had assumed responsibility for the matter, had reviewed the testimony, discovery, and responses in the Case, and had participated in all settlement negotiations. He testified in support of the Joint Stipulation. Mr. Scalf characterized the settlement negotiations as involving substantial give-and-take and robust discussion. He testified that Exhibit A to the Joint Stipulation was a significant subject of negotiation and underwent multiple revisions before agreement was reached. Mr. Scalf agreed with the settlement testimony provided by Mr. Shoop and Mr. Beling, testified that the Joint Stipulation is fair, just, and reasonable and is in the public interest, and recommended that the Commission adopt and approve the Joint Stipulation. (9/9/26 Tr. 52:1–19; 52:20–24; 53:5–7; 53:8–25; 54:3–19.)

Following review of the record in this Case, the Joint Stipulation, and the testimony provided in support of the Joint Stipulation, the Administrative Law Judge recommended that

OG&E's Application be approved as modified by the Joint Stipulation and Settlement Agreement, and recommended approval of the Joint Stipulation and Settlement Agreement. (9/9/26 Tr. 57:1–7.)

IV. FINDINGS OF FACT AND CONCLUSIONS OF LAW

THE COMMISSION FINDS that it has jurisdiction over the subject matter and the parties pursuant to Article IX, § 18 of the Oklahoma Constitution, 17 O.S. §§ 152, 153, and 286(C), the Commission's Rules of Practice, OAC 165:5, and the Commission's Electric Utility Rules, OAC 165:35.

THE COMMISSION FURTHER FINDS that notice in this Case was proper, provided as required by law, Commission rules, and Order No. 758316.

THE COMMISSION FURTHER FINDS that the Joint Stipulation resolves all disputed issues in this Case and is supported by the evidentiary record; is fair, just, and reasonable, and in the public interest; and should be approved in its entirety.

THE COMMISSION FURTHER FINDS that OG&E's Application, as modified by the Joint Stipulation, should be approved.

THE COMMISSION FURTHER FINDS that OG&E executed three ESAs for retail electric service to three new Oklahoma data center sites. The ESAs contain long-term service commitments, minimum billing demand and energy provisions, credit support, termination and capacity-reduction protections, requirements for customer funding of dedicated transmission and distribution infrastructure, and provisions allowing future Commission review of potential adverse rate impacts.

THE COMMISSION FURTHER FINDS that the ESAs contain reasonable and substantial customer protections designed to mitigate stranded-cost risk, cost shifting, and other financial risks to existing OG&E customers and comply with the customer-protection requirements of House Bill 2992 (2026), codified at 17 O.S. §§ 900–906.

THE COMMISSION FURTHER FINDS that the three ESAs should be approved as special contracts under OAC 165:35-1-2 and deemed tariffs under OAC 165:35-5-1(d)

THE COMMISSION FURTHER FINDS that OG&E has demonstrated a need for generation capacity provided for by the two CPAs within the meaning of 17 O.S. § 286(C).

THE COMMISSION FURTHER FINDS that OG&E considered reasonable alternatives as set forth in 17 O.S. § 286(C) to the Rush Springs and High Spring CPAs and the record demonstrates that the CPAs were compared against capacity alternatives available through OG&E's 2024 All-Source RFP and market alternatives and provide favorable pricing relative to those alternatives.

THE COMMISSION FURTHER FINDS that the Rush Springs and High Spring CPAs are reasonable, prudent, and in the public interest and should be preapproved pursuant to 17 O.S. § 286(C).

THE COMMISSION FURTHER FINDS that, pursuant to 17 O.S. § 286(C), the Rush Springs and High Spring CPAs are considered used and useful, and recovery of the associated capacity costs through OG&E's FCA, subject to annual prudence review, is reasonable and should be approved.

THE COMMISSION FURTHER FINDS that the Customer Impact Review Protocol attached to the Joint Stipulation as Exhibit A provides a reasonable starting framework for future Customer Impact Assessments, while preserving the ability of the Commission and the parties to consider refinements or alternative methodologies in future proceedings based on the facts and evidence then available.

THE COMMISSION FURTHER FINDS that Google is required to fund 100 percent of dedicated transmission and distribution infrastructure as CIAC.

THE COMMISSION FURTHER FINDS that OG&E, consistent with cost causation principles as required by 17 O.S. Section 900–906, has not identified any necessary regional or network upgrades as a direct result of the Google load.

THE COMMISSION FURTHER FINDS that should the Southwest Power Pool identify any regional or network upgrades as a result of the Google load, OG&E and Google will negotiate regarding such costs and OG&E will propose a methodology to the Commission in a future proceeding, all as set forth in the Joint Stipulation.

THE COMMISSION FURTHER FINDS that, as specified in the Joint Stipulation, if CWIP is approved by the Commission to be recovered from customers, CWIP shall also be collected from Google.

THE COMMISSION FURTHER FINDS that it is reasonable and appropriate for OG&E to provide as Highly Sensitive Confidential to the Attorney General and the Public Utility Division a 12-month projection of minimum bill revenues per site until each site reaches full Contract Demand as set forth in the Joint Stipulation.

THE COMMISSION FURTHER FINDS that the SRAC as proposed by OG&E is reasonable and should be approved subject to the requirement that OG&E separately track these revenues as set forth in the Joint Stipulation.

THE COMMISSION FURTHER FINDS that during the Integrated Resource Planning process OG&E agrees to provide as Highly Confidential and subject to a protective order the forecast attributable to the XLPL Tariff customer class without any customer identifiable information as set forth in the Joint Stipulation.

ORDER

THE COMMISSION ORDERS that the Findings of Fact and Conclusions of Law set forth above are adopted as the Order of the Commission.

THE COMMISSION FURTHER ORDERS that OG&E's Application, as modified by the Joint Stipulation and Settlement Agreement, is hereby approved.

THE COMMISSION FURTHER ORDERS that the Joint Stipulation and Settlement Agreement, including Exhibit A, Customer Impact Review Protocol, as attached hereto as Attachment "A" is hereby approved and adopted.

THE COMMISSION FURTHER ORDERS that the three Electric Service Agreements between Oklahoma Gas and Electric Company and Alliance Site & Grid, LLC, a wholly-owned subsidiary of Google, LLC are approved.

THE COMMISSION FURTHER ORDERS that the Rush Springs and High Spring Capacity Purchase Agreements are preapproved pursuant to 17 O.S. § 286(C).

THE COMMISSION FURTHER ORDERS that OG&E is authorized to recover the costs of the Rush Springs and High Spring CPAs through its Fuel Adjustment Clause, subject to annual prudence review.

THE COMMISSION FURTHER ORDERS that the Supplemental Resource Administrative Charge is approved.

THE ORDER SHALL BE EFFECTIVE immediately.

REPORT OF THE ADMINISTRATIVE LAW JUDGE

The foregoing findings, conclusions, and order are the Report and Recommendation of the undersigned Administrative Law Judge.

_____ _____

SHAWNAE ROBEY Date

Administrative Law Judge