

Community Renewable Energy Agency Board

Meeting Agenda

Public Notice is hereby given that the Community Renewable Energy Agency Board will assemble in a regular public meeting on December 1st, 2025, at the Millcreek City Hall located at 1330 East Chambers Avenue (3205 South), 84106 Millcreek UT, commencing at 1:00 p.m. The Board will convene in an electronic meeting. Board members may participate from remote locations. Board members will be connected to the electronic meeting by GoToMeeting, Zoom or telephonic communications. The anchor location will be Millcreek City Hall. Members of the public who are not physically present at the anchor location may attend the meeting remotely by electronic means at <https://global.gotomeeting.com/join/890138285>.

REGULAR MEETING of the Board:

1. Welcome, Introduction and Preliminary Matters

- 1.1 Purpose and overview of meeting
- 1.2 Current participation percentages included in Board packet

2. Business Matters

- 2.1 Approval of November 3, 2025 Board Meeting Minutes
- 2.2 Treasurer Report (year-to-date contributions and expenses)
- 2.3 Reports from committees (Communications, Low-Income Plan, Program Design)
- 2.4 Discussion regarding what to expect at December 16 Public Service Commission hearings
- 2.5 Public Comments

Audience members may bring any item to the Board's attention. Comments are subject to the Public Comment Policy and Procedure set forth below.

- 2.6 Discussion and consideration of Treasurer and Vice-Chair positions
- 2.7 Discussion and consideration of Resolution 25-13 Resolution of the Board Authorizing Chair to Sign Bid Confidentiality Agreements
- 2.8 Board member comments
- 2.9 Closed Session (if needed): the Board may convene in a closed session to discuss items as provided by Utah Code Ann. §52-4-205

3. Adjournment

In accordance with the Americans with Disabilities Act, the Board will make reasonable accommodation for participation in the meeting. Individuals may request assistance by contacting adainfo@millcreekut.gov at least 48 hours in advance of the meeting.

Public Comment Policy and Procedure: The purpose of public comment is to allow citizens to address items on the agenda. Citizens requesting to address the Board may be asked to complete a written comment form and present it to the Millcreek Recorder's Office. In general, the Chair will allow an individual two minutes to address the Board. At the conclusion of the citizen comment time, the Chair may direct staff or Board members to assist the citizen on the issue presented; direct the citizen to the proper entity; or take no action. This policy also applies to all public hearings. Citizens may also submit

written requests (outlining their issue) for an item to be considered at a future council meeting. The Chair may place the item on the agenda under citizen comments; direct staff or Board members to assist the citizen; direct the citizen to the entity; or take no action.

THE UNDERSIGNED HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS EMAILED OR POSTED TO:

Millcreek City Hall

Utah Public Notice Website
<http://pmn.utah.gov>

DATE: 11/26/25

Emily Quinton

Alex Wendt

Note agenda items may be moved in order, sequence, and time to meet the needs of the Board.

This meeting will be live streamed via <https://www.millcreekut.gov/373/Meeting-Live-Stream>.

Participation Percentages

Community Renewable Energy Agency Board

Date Deemed Withdrawn	Listed Entities or Prospective Parties:	Phase 1 Initial Payments (Schedule 1, column D)	Phase 1 Anchor Payment Max (Schedule 2, column D)	Phase 2 Initial Payments (Schedule 1, column E)	Phase 2 Anchor Payment Max (Schedule 2, column G)	Weighted Votes Occuring After MONTH, DAY YEAR						Participation Percentage for Weighted Votes After Resolution XX-XX	Yes vote on Resolution XX-XX	Total Yes Percentage on Resolution XX-XX
						Aggregate Total of Actual Phase 1 Initial, Phase 1 Anchor, and Phase 2 Initial Payments	Phase 2 Anchor Proportionate Shares, based on Max Anchor Payments	Balance Distributed Proportionally Among Anchors (Phase 2 Anchor Payment)	Prospective Party Payments Authorized by Resolution 24-05	Total Phase 1 and 2 and Prospective Party Payments as of Meeting Date Above	Weighted YYYY			
Grand County	2,109.37	3,110.81	2,109.37	3,110.81	\$ 6,364.78	1.49%	\$ 1,692.07	\$ 8,056.85	1.12%	0.00%				
Salt Lake County	11,570.26		11,570.26		\$ 23,140.52	0.00%	\$ -	\$ 23,140.52	3.21%	0.00%				
Summit County	10,759.97	15,868.33	10,759.97	15,868.33	\$ 32,466.94	7.61%	\$ 8,631.28	\$ 41,098.22	5.69%	0.00%				
Town of Alta	218.93		218.93		\$ 437.86	0.00%	\$ -	\$ 437.86	0.06%	0.00%				
Bluffdale City	11,088.57		11,088.57		\$ -	0.00%	\$ -	\$ -	0.00%	0.00%				
Town of Castle Valley	106.74	157.42	106.74	157.42	\$ 322.08	0.08%	\$ 85.63	\$ 407.71	0.06%	0.00%				
Coalville City	562.99		562.99		\$ 1,125.98	0.00%	\$ -	\$ 1,125.98	0.16%	0.00%				
Cottonwood Heights	10,942.10		10,942.10		\$ 21,884.20	0.00%	\$ -	\$ 21,884.20	3.03%	0.00%				
Emigration Canyon Township	456.22		456.22		\$ 912.44	0.00%	\$ -	\$ 912.44	0.13%	0.00%				
Francis City	421.54		421.54		\$ 843.08	0.00%	\$ -	\$ 843.08	0.12%	0.00%				
City of Holladay	9,387.72		9,387.72		\$ 18,775.44	0.00%	\$ -	\$ 18,775.44	2.60%	0.00%				
Kamas City	743.49		743.49		\$ -	0.00%	\$ -	\$ -	0.00%	0.00%				
Kearns	9,606.01		9,606.01		\$ 19,212.02	0.00%	\$ -	\$ 19,212.02	2.66%	0.00%				
Moab City	2,237.95	3,300.43	2,237.95	3,300.43	\$ 6,752.75	1.58%	\$ 1,795.21	\$ 8,547.96	1.18%	0.00%				
Midvale City							\$ 21,884.20	\$ 21,884.20	3.03%	0.00%				
Millcreek	18,421.40	27,167.05	18,421.40	27,167.05	\$ 55,584.39	13.03%	\$ 14,777.00	\$ 70,361.39	9.75%	0.00%				
Oakley City	520		520		\$ 1,040.00	0.00%	\$ -	\$ 1,040.00	0.14%	0.00%				
Ogden City	35,737.26		35,737.26		\$ 71,474.52	0.00%	\$ -	\$ 71,474.52	9.90%	0.00%				
City of Orem	31,019.52		31,019.52		\$ -	0.00%	\$ -	\$ -	0.00%	0.00%				
Park City	6,742.38	9,943.35	6,742.38	9,943.35	\$ 20,344.33	4.77%	\$ 5,408.50	\$ 25,752.83	3.57%	0.00%				
Salt Lake City	101,050.33	149,024.48	101,050.33	149,024.48	\$ 304,907.42	71.45%	\$ 81,059.05	\$ 385,966.47	53.47%	0.00%				
Town of Springdale	481.26		481.26		\$ 962.52	0.00%	\$ -	\$ 962.52	0.13%	0.00%				
West Jordan City	37,916.77		37,916.77		\$ -	0.00%	\$ -	\$ -	0.00%	0.00%				
West Valley City	47,899.22		47,899.22		\$ -	0.00%	\$ -	\$ -	0.00%	0.00%				
	350,000.00	208,571.87	350,000.00	208,571.87	586,551.27	100.00%	113,448.73	\$ 721,884.20	100%	0.00%				

Community Renewable Energy Agency Board

Meeting Minutes

The Community Renewable Energy Agency Board met in a regular public meeting on **Monday, November 3, 2025**, at Millcreek City Hall, located at 1330 E. Chambers Avenue, Millcreek, UT 84106 and participated electronically via GoToMeeting.

PRESENT:

Board Members

In person

Dan Dugan, *Salt Lake City* (Chair)
Emily Quinton, *Summit County*
Chris Cawley, *Alta*
Dave Graf, *Ogden*
Glade Sowards, *Salt Lake City*
Drew Quinn, *Holladay*

Electronic

Lorenzo Long, *Ogden*
Randy Aton, *Springdale*
Melodie McCandless, *Grand County*
Pamela Gibson, *Castle Valley*
Luke Cartin, *Park City*
Jeremy Rubell, *Park City*
Patrick Schaeffer, *City of Kearns*
Alexi Lamm, *Moab*
Kyla Topham, *Springdale*
Holly Smith, *Holladay*
Joe Frazier, *Oakley*
Emily Paskett, *Salt Lake County*
David Brems, *Emigration Canyon*

In Person Attendees: Kurt Hansen, *Millcreek*; Alex Wendt, *Millcreek*, Monica O'Malley, *Salt Lake City*; Sophia Nicholas, *Salt Lake City*; Phillip Russell

Electronic Attendees: Bob Davis, *Division of Public Utilities*; Brenda Salter, *Division of Public Utilities*; Glenn Symes, *Ogden staff*; Jeanne Evenden, *Ogden resident*; Samantha Pensari, *Stewardship Utah*; Sheldon Howa, *Cottonwood Heights staff*; Sara Montoya, *Salt Lake City staff*; Nader Sobhani; *Daymark Energy Advisors*

REGULAR MEETING: 1:00 p.m.

TIME COMMENCED: 1:03 p.m.

- 1. Welcome, Introduction, and Preliminary Matters**

1.1 Purpose and Overview of Meeting

Chair Dan Dugan called the meeting to order, and introduction of attendees was made.

1.2 Current Participation Percentages included in Board Packet

Chair Dugan said the participation percentages are in the packet. Board members with questions can speak with Board Member Quinton.

2. Business Matters

2.1 Approval of October 6, 2025, Board Meeting Minutes

Board Member Quinn, moved to approve October 6, 2025, Board Meeting Minutes. Board Member Brems seconded the motion. Chair Dugan asked for the vote. All Board Members voted yes. The motion passed unanimously.

2.2 Treasurer Report (Year-to-Date Contributions and Expenses).

Board Member Quinton said there was a new table added to account for external funds that are benefiting the Agency.

2.3 Reports From Committees (Program Design, Low-Income Plan, Communications)

Board Member Cawley gave the update for the Communication Committee. He spoke about transitioning the URC website to the word press platform with more customer-oriented tone and content. There is an updated social media strategy that partners and member communities can use. The Communications Committee also worked on new messaging for board awareness. Look for a November newsletter and the next committee meeting will be on November 14th, 2025.

Monica O'Malley gave the update for the Low-Income Plan Committee. Each community has a plan for low-income assistance that was submitted to the Public Service Commission with the program application. All plans list the same five outreach strategies. Each community is responsible for outreach to organizations from the low-income plan. The outreach must include offering a one-on-one meeting with the organization, providing the organization with a copy of the informational poster and FAQ sheet. There are English and Spanish versions of the informational poster. The Committee will continue to watch the LIHEAP funding decisions.

Board Member Glade Sowards gave the update from the Program Design Committee. Other parties testimony for the Program Application has been filed with the Public Service Commission. URC sent additional data requests to PacifiCorp regarding system benefit modeling methodology and expected outputs, and URC is proposing an optional transmission study for the shortlisted bids. The transmission study scope is being discussed and once finalized, it will be submitted to PacifiCorp Merchant who will make the request to PacifiCorp Transmission to initiate the study.

URC program approval could come from the Utah Public Service commission in January, but it could be later. Rebuttal testimony is due November 13th, surrebuttal testimony is due December 11th, and the hearing is on December 16th. Key issues being addressed in rebuttal are avoided costs, program rates and rate structure, administrative

costs and reserve, and REC valuation and treatment. The Committee anticipates a similar process after November 13th to prepare for the surrebuttal. After program approval there are 90 days to adopt the Program Ordinance. Board Member Quinton has template materials for updating the Councils and Commissions. There are slides and associated supplemental documents with talking points, and a memo to customize.

Phil Russell provided an overview of the program ordinance required for community participation in the approved program. He explained that each community must complete certain steps before and after the Public Service Commission decision, including joining the agency, entering into agreements, and, crucially, passing an ordinance to implement the program if approval is granted. The ordinance must be adopted within 90 days of the PSC's order for a community's residents to take part in the program.

Mr. Russell clarified that the ordinance template was updated to reflect current law, removing the former requirement for a 100% renewable energy resolution, which is no longer necessary for participation. The ordinance must be consistent with the utility agreement and spell out the community's obligations. He discussed timing, noting an earliest possible PSC order in mid-January, and recommended communities prepare for a quick adoption process. Mr. Russell also offered to answer specific questions and walk through the ordinance in more detail if needed.

2.4 Public Comment

There were no comments.

2.5 Board Member Comments

Chair Dugan said that this meeting is Mayor Silvestrini's last meeting as a member of this board. He expressed his appreciation and thanks for all the hard work that Mayor Silvestrini has done.

2.6 Closed Session if Needed

Board Member Quinton moved to enter closed session per Utah code 52-4-205 to discuss pending or reasonably imminent litigation. Board member Quinn seconded the motion. Chair Dugan led the roll call vote. Board Member Graff voted yes, Board Member Quinn voted yes, Board Member Quinton voted yes, Board Member Cawley voted yes, Board Member Schaeffer voted yes, Board Member Aton voted yes, Board Member McCandless voted yes, Board Member Rubell voted yes, Board Member Brems voted yes, Board Member Paskett voted yes, Board Member Gibson voted yes, Board Member Frazier voted yes, Board Member Lamm voted yes, Chair Dugan voted yes. The motion passed unanimously to enter closed session at 2:03 p.m.

The Board left the closed session at 2:44 p.m.

3. Adjournment

Board Member Graff moved to adjourn the meeting. Board Member McCandless seconded the motion. Chair Dugan called for the vote. All Board Members voted yes. The meeting adjourned at 2:45 p.m.

APPROVED: _____ Date
Dan Dugan, Chair

ATTEST:

Emily Quinton, Secretary

DRAFT

Treasurer's Report for 12/1/25 Meeting

Billing report (p. 1 of 2)

For Date Range: 09/01/2021 - 11/26/2025

CRE - CRE MEMBERSHIP

Date Billed	Name	Account Name	Amount
9/15/2021	GRAND COUNTY	Membership Fee - Phase I Initial Payment	2,109.37
9/15/2021	SUMMIT COUNTY	Membership Fee - Phase I Initial Payment	10,759.97
9/15/2021	TOWN OF ALTA	Membership Fee - Phase I Initial Payment	218.93
9/15/2021	TOWN OF CASTLE VALLEY	Membership Fee - Phase I Initial Payment	106.74
9/15/2021	COTTONWOOD HEIGHTS	Membership Fee - Phase I Initial Payment	10,942.10
9/15/2021	FRANCIS CITY	Membership Fee - Phase I Initial Payment	421.54
9/15/2021	CITY OF HOLLADAY	Membership Fee - Phase I Initial Payment	9,387.72
9/15/2021	KEARNS	Membership Fee - Phase I Initial Payment	9,606.01
9/15/2021	MOAB CITY	Membership Fee - Phase I Initial Payment	2,237.95
9/15/2021	MILLCREEK	Membership Fee - Phase I Initial Payment	18,421.40
9/15/2021	OGDEN CITY	Membership Fee - Phase I Initial Payment	35,737.26
9/15/2021	PARK CITY	Membership Fee - Phase I Initial Payment	6,742.38
9/15/2021	SALT LAKE CITY	Membership Fee - Phase I Initial Payment	101,050.33
9/15/2021	SPRINGDALE CITY	Membership Fee - Phase I Initial Payment	481.26
10/19/2021	SALT LAKE COUNTY	Membership Fee - Phase I Initial Payment	11,570.26
11/10/2021	GRAND COUNTY	Anchor Payment - Phase I	2,146.04
11/10/2021	SUMMIT COUNTY	Anchor Payment - Phase I	10,947.00
11/10/2021	TOWN OF CASTLE VALLEY	Anchor Payment - Phase I	108.60
11/10/2021	MOAB CITY	Anchor Payment - Phase I	2,276.85
11/10/2021	MILLCREEK	Anchor Payment - Phase I	18,741.59
11/10/2021	PARK CITY	Anchor Payment - Phase I	6,859.57
11/10/2021	SALT LAKE CITY	Anchor Payment - Phase I	102,806.76

Billing report (p. 2 of 2)

4/12/2022 GRAND COUNTY	Membership Fee - Phase II Initial Payment	2,109.37
4/12/2022 SUMMIT COUNTY	Membership Fee - Phase II Initial Payment	10,759.97
4/12/2022 TOWN OF ALTA	Membership Fee - Phase II Initial Payment	218.93
4/12/2022 TOWN OF CASTLE VALLEY	Membership Fee - Phase II Initial Payment	106.74
4/12/2022 COTTONWOOD HEIGHTS	Membership Fee - Phase II Initial Payment	10,942.10
4/12/2022 FRANCIS CITY	Membership Fee - Phase II Initial Payment	421.54
4/12/2022 CITY OF HOLLADAY	Membership Fee - Phase II Initial Payment	9,387.72
4/12/2022 KEARNS	Membership Fee - Phase II Initial Payment	9,606.01
4/12/2022 MOAB CITY	Membership Fee - Phase II Initial Payment	2,237.95
4/12/2022 MILLCREEK	Membership Fee - Phase II Initial Payment	18,421.40
4/12/2022 OGDEN CITY	Membership Fee - Phase II Initial Payment	35,737.26
4/12/2022 PARK CITY	Membership Fee - Phase II Initial Payment	6,742.38
4/12/2022 SALT LAKE CITY	Membership Fee - Phase II Initial Payment	101,050.33
4/12/2022 SPRINGDALE CITY	Membership Fee - Phase II Initial Payment	481.26
4/12/2022 SALT LAKE COUNTY	Membership Fee - Phase II Initial Payment	11,570.26
5/4/2022 COALVILLE CITY	Membership Fee - Phase I Initial Payment	562.99
5/4/2022 OAKLEY CITY	Membership Fee - Phase I Initial Payment	520.00
5/4/2022 COALVILLE CITY	Membership Fee - Phase II Initial Payment	562.99
5/4/2022 OAKLEY CITY	Membership Fee - Phase II Initial Payment	520.00
6/15/2022 EMIGRATION CANYON METRO TOWNSHIP	Membership Fee - Phase I Initial Payment	456.22
6/15/2022 EMIGRATION CANYON METRO TOWNSHIP	Membership Fee - Phase II Initial Payment	456.22
9/27/2022 GRAND COUNTY	Anchor Payment - Phase II	1,692.06
9/27/2022 SUMMIT COUNTY	Anchor Payment - Phase II	8,631.28
9/27/2022 TOWN OF CASTLE VALLEY	Anchor Payment - Phase II	85.62
9/27/2022 MOAB CITY	Anchor Payment - Phase II	1,795.21
9/27/2022 MILLCREEK	Anchor Payment - Phase II	14,777.01
9/27/2022 PARK CITY	Anchor Payment - Phase II	5,408.50
9/27/2022 SALT LAKE CITY	Anchor Payment - Phase II	81,059.05

*Grand County Invoice resent on February 7, 2023

Total Billed \$ 700,000.00

Revenue report (p. 1 of 3 - membership)**For Date Range: 09/01/2021 - 11/26/2025****CRE - CRE MEMBERSHIP**

Post Date	Receipt Name	Account Number	Account Name	Amount
9/24/2021 TOWN OF ALTA		701-3450-0000	Membership Fee - Phase I Initial Payment	218.93
9/24/2021 KEARNS -GREATER SALT LAKE MUNICIPAL SERVICES		701-3450-0000	Membership Fee - Phase I Initial Payment	9,606.01
9/24/2021 TOWN OF CASTLE VALLEY		701-3450-0000	Membership Fee - Phase I Initial Payment	106.74
9/27/2021 CITY OF HOLLADAY		701-3450-0000	Membership Fee - Phase I Initial Payment	9,387.72
9/27/2021 SUMMIT COUNTY		701-3450-0000	Membership Fee - Phase I Initial Payment	10,759.97
9/29/2021 COTTONWOOD HEIGHTS		701-3450-0000	Membership Fee - Phase I Initial Payment	10,942.10
9/30/2021 MILLCREEK		701-3450-0000	Membership Fee - Phase I Initial Payment	18,421.40
10/4/2021 CITY OF MOAB		701-3450-0000	Membership Fee - Phase I Initial Payment	2,237.95
10/4/2021 OGDEN CITY		701-3450-0000	Membership Fee - Phase I Initial Payment	35,737.26
10/4/2021 SALT LAKE CITY		701-3450-0000	Membership Fee - Phase I Initial Payment	101,050.33
10/8/2021 FRANCIS CITY		701-3450-0000	Membership Fee - Phase I Initial Payment	421.54
10/8/2021 TOWN OF SPRINGDALE		701-3450-0000	Membership Fee - Phase I Initial Payment	481.26
10/28/2021 PARK CITY		701-3450-0000	Membership Fee - Phase I Initial Payment	6,742.38
11/10/2021 GRAND COUNTY		701-3450-0000	Membership Fee - Phase I Initial Payment	2,109.37
11/23/2021 PARK CITY		701-3450-0000	Anchor Payment - Phase I	6,859.57
11/23/2021 SUMMIT COUNTY		701-3450-0000	Anchor Payment - Phase I	10,947.00
11/23/2021 SALT LAKE CITY		701-3450-0000	Anchor Payment - Phase I	102,806.76
11/29/2021 MILLCREEK		701-3450-0000	Anchor Payment - Phase I	18,741.59
11/29/2021 TOWN OF CASTLE VALLEY		701-3450-0000	Anchor Payment - Phase I	108.60
11/29/2021 CITY OF MOAB		701-3450-0000	Anchor Payment - Phase I	2,276.85
12/7/2021 SALT LAKE COUNTY		701-3450-0000	Membership Fee - Phase I Initial Payment	11,570.26
2/17/2022 GRAND COUNTY		701-3450-0000	Anchor Payment - Phase I	2,146.04
4/18/2022 COTTONWOOD HEIGHTS		701-3450-0000	Membership Fee - Phase II Initial Payment	10,942.10
4/21/2022 KEARNS -GREATER SALT LAKE MUNICIPAL SERVICES		701-3450-0000	Membership Fee - Phase II Initial Payment	9,606.01
4/21/2022 TOWN OF ALTA		701-3450-0000	Membership Fee - Phase II Initial Payment	218.93
4/25/2022 TOWN OF CASTLE VALLEY		701-3450-0000	Membership Fee - Phase II Initial Payment	106.74
4/25/2022 PARK CITY		701-3450-0000	Membership Fee - Phase II Initial Payment	6,742.38
5/2/2022 SUMMIT COUNTY		701-3450-0000	Membership Fee - Phase II Initial Payment	10,759.97
5/10/2022 GRAND COUNTY		701-3450-0000	Membership Fee - Phase II Initial Payment	2,109.37
5/19/2022 OAKLEY CITY		701-3450-0000	Membership Fee - Phase I Initial Payment	520.00
6/1/2022 COALVILLE CITY		701-3450-0000	Membership Fee - Phase I Initial Payment	562.99
6/1/2022 SPRINGDALE CITY		701-3450-0000	Membership Fee - Phase II Initial Payment	481.26
6/21/2022 SALT LAKE COUNTY		701-3450-0000	Membership Fee - Phase II Initial Payment	11,570.26
6/27/2022 EMIGRATION CANYON METRO TOWNSHIP		701-3450-0000	Membership Fee - Phase I Initial Payment	456.22
6/27/2022 EMIGRATION CANYON METRO TOWNSHIP		701-3450-0000	Membership Fee - Phase II Initial Payment	456.22

Revenue report (p. 2 of 3 - membership)

Post Date	Receipt Name	Account Number	Account Name	Amount
7/7/2022	MILLCREEK	701-3450-0000	Membership Fee - Phase II Initial Payment	18,421.40
7/19/2022	SALT LAKE CITY	701-3450-0000	Membership Fee - Phase II Initial Payment	101,050.33
7/27/2022	OGDEN CITY	701-3450-0000	Membership Fee - Phase II Initial Payment	35,737.26
7/27/2022	CITY OF HOLLADAY	701-3450-0000	Membership Fee - Phase II Initial Payment	9,387.72
7/29/2022	COALVILLE CITY	701-3450-0000	Membership Fee - Phase II Initial Payment	562.99
7/29/2022	FRANCIS CITY	701-3450-0000	Membership Fee - Phase II Initial Payment	421.54
7/29/2022	CITY OF MOAB	701-3450-0000	Membership Fee - Phase II Initial Payment	2,237.95
8/8/2022	OAKLEY CITY	701-3450-0000	Membership Fee - Phase II Initial Payment	520.00
10/6/2022	SUMMIT COUNTY	701-3450-0000	Anchor Payment - Phase II	8,631.28
10/6/2022	SALT LAKE CITY	701-3450-0000	Anchor Payment - Phase II	81,059.05
10/6/2022	CITY OF MOAB	701-3450-0000	Anchor Payment - Phase II	1,795.21
10/17/2022	MILLCREEK	701-3450-0000	Anchor Payment - Phase II	14,777.01
10/27/2022	TOWN OF CASTLE VALLEY	701-3450-0000	Anchor Payment - Phase II	85.62
11/16/2022	PARK CITY	701-3450-0000	Anchor Payment - Phase II	5,408.50
3/3/2023	GRAND COUNTY	701-3450-0000	Anchor Payment - Phase II	1,692.06
7/18/2024	MIDVALE CITY	701-3420-3429	URC Prospective Party Application Fee	100.00
8/1/2024	SANDY CITY	701-3420-3429	URC Prospective Party Application Fee	100.00
8/29/2024	MIDVALE CITY	701-3420-3429	Prospective Party - Phase I Initial Payment	10,942.10
5/13/2025	MIDVALE CITY	701-3420-3429	Prospective Party - Phase I Final Payment	10,942.10

Total Membership Received \$ 722,084.20

Revenue report (p. 3 of 3 – bid fees & Stewardship Utah reimbursement)**CRE - Bid Fees**

Post Date	Receipt Name	Account Number	Account Name	Amount
6/30/2025		701-3600-3601	Bid Fee	15,000.00
7/3/2025		701-3600-3601	Bid Fee	30,000.00
7/8/2025		701-3600-3601	Bid Fee	30,000.00
7/9/2025		701-3600-3601	Bid Fee	30,000.00
7/9/2025		701-3600-3601	Bid Fee	45,000.00
7/10/2025		701-3600-3601	Bid Fee	15,000.00
7/10/2025		701-3600-3601	Bid Fee	15,000.00
7/10/2025		701-3600-3601	Bid Fee	5,000.00
7/25/2025		701-3600-3601	Bid Fee	15,000.00
8/26/2025		701-3600-3601	Refund Bid Fee	(15,000.00)

Total Bid Fees Received \$ 185,000.00**Stewardship Utah Reimbursement**

Post Date	Vendor	Account Number	Account Name	Amount
5/12/2025	STEWARDSHIP UTAH REIMBURSEMENT	701-3600-3601	Misc Revenue	6,133.00
6/10/2025	STEWARDSHIP UTAH REIMBURSEMENT	701-3600-3601	Misc Revenue	2,126.00
7/21/2025	STEWARDSHIP UTAH REIMBURSEMENT	701-3600-3601	Misc Revenue	956.25
8/18/2025	STEWARDSHIP UTAH REIMBURSEMENT	701-3600-3601	Misc Revenue	3,083.25
11/24/2025	STEWARDSHIP UTAH REIMBURSEMENT	701-3600-3601	Misc Revenue	19,258.00

Total Reimbursements Received \$ 31,556.50**Total Received \$ 938,640.70**

Accounts payable report (p. 1 of 3)**For Date Range: 09/01/2021 - 11/26/2025**

Post Date	Vendor	Account Number	Account Name	Amount
12/21/2021	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	2,425.50
1/25/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	5,184.00
3/8/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	6,615.00
3/29/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	15,481.35
4/12/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	23,526.27
6/21/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	20,222.91
6/30/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	6,242.87
8/9/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	9,643.00
10/11/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	26,701.25
10/25/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	15,702.75
11/8/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	2,320.25
12/13/2022	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	9,047.50
1/10/2023	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	11,118.50
2/14/2023	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	11,243.25
3/7/2023	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	18,049.50
5/2/2023	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	11,833.50
5/16/2023	PENNA POWERS, INC.	701-7110-3100	Professional Services	562.50
5/16/2023	PENNA POWERS, INC.	701-7110-3100	Professional Services	1,312.50
5/31/2023	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	3,096.00
6/21/2023	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	12,683.00
6/21/2023	PENNA POWERS, INC.	701-7110-3100	Professional Services	7,375.00
7/18/2023	PENNA POWERS, INC.	701-7110-3100	Professional Services	5,766.75
7/26/2023	PENNA POWERS, INC.	701-7110-3100	Professional Services	812.50
7/26/2023	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	7,818.50
8/31/2023	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	8,926.00
9/19/2023	PENNA POWERS, INC.	701-7110-3100	Professional Services	13,312.50
10/3/2023	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	11,549.25
10/17/2023	PENNA POWERS, INC.	701-7110-3100	Professional Services	6,812.50
10/31/2023	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	10,727.00
11/14/2023	PENNA POWERS, INC.	701-7110-3100	Professional Services	8,943.74
12/5/2023	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	8,554.50
12/27/2023	PENNA POWERS, INC.	701-7110-3100	Professional Services	4,500.00
1/3/2024	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	17,269.50
1/23/2024	PENNA POWERS, INC.	701-7110-3100	Professional Services	1,588.75
2/8/2024	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	4,675.50
2/21/2024	PENNA POWERS, INC.	701-7110-3100	Professional Services	3,125.00

Accounts payable report (p. 2 of 3)

Post Date	Vendor	Account Number	Account Name	Amount
3/5/2024	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	9,475.00
3/26/2024	PENNA POWERS, INC.	701-7110-3100	Professional Services	1,843.75
4/2/2024	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	7,212.50
4/16/2024	PENNA POWERS, INC.	701-7110-3100	Professional Services	343.75
4/30/2024	PACIFICORP/J. KENNEDY & ASSOC.	701-7110-3100	Professional Services	898.75
5/7/2024	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	10,881.75
5/14/2024	PENNA POWERS, INC.	701-7110-3100	Professional Services	781.25
6/13/2024	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	8,439.00
6/30/2024	PENNA POWERS, INC.	701-7110-3100	Professional Services	753.23
6/30/2024	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	13,412.00
8/27/2024	PENNA POWERS, INC.	701-7110-3100	Professional Services	1,352.32
9/24/2024	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	11,351.25
10/18/2024	PENNA POWERS, INC.	701-7110-3100	Professional Services	187.50
10/29/2024	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	17,594.50
11/26/2024	PENNA POWERS, INC.	701-7110-3100	Professional Services	2,619.53
12/31/2024	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	7,218.00
1/22/2025	PENNA POWERS, INC.	701-7110-3100	Professional Services	937.50
1/28/2025	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	4,356.00
3/4/2025	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	13,611.00
3/25/2025	PACIFICORP	701-7110-3100	Professional Services	5,603.75
3/25/2025	PACIFICORP	701-7110-3100	Professional Services	4,986.25
3/25/2025	PENNA POWERS, INC.	701-7110-3100	Professional Services	1,218.75
4/8/2025	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	13,811.75
4/15/2025	PACIFICORP	701-7110-3100	Professional Services	1,608.75
4/22/2025	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	7,558.00
4/29/2025	PACIFICORP	701-7110-3100	Professional Services	1,567.50
5/28/2025	PACIFICORP	701-7110-3100	Professional Services	132.50
6/4/2025	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	2,393.75
6/4/2025	PACIFICORP	701-7110-3100	Professional Services	130.00
6/17/2025	PACIFICORP	701-7110-3100	Professional Services	260.00
6/30/2025	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	6,664.27
6/30/2025	PACIFICORP	701-7110-3100	Professional Services	21,923.75
6/30/2025	JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	8,627.25
7/25/2025	Wire In Bank Transaction Fee (\$15.00 x 8 each)	701-7110-3100	Professional Services	120.00
8/19/2025	PACIFICORP	701-7110-3100	Professional Services	29,515.00
8/26/2025	Wire Out Bank Transaction Fee on Refund	701-7110-3100	Professional Services	(15.00)

Accounts payable report (p. 3 of 3)

9/16/2025 JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	70,469.19
9/16/2025 PACIFICORP	701-7110-3100	Professional Services	33,333.75
10/28/2025 PACIFICORP	701-7110-3100	Professional Services	39,810.00
11/4/2025 JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	12,143.75
11/25/2025 PACIFICORP	701-7110-3100	Professional Services	31,736.25
11/25/2025 JAMES DODGE RUSSELL & STEPHENS, P.C.	701-7110-3100	Professional Services	187.50
		Total Paid	\$ 741,823.68
		<i>Balance Unspent</i>	\$ 196,817.02

Community Renewable Energy Agency Budget Status

Budget usage	Vendor	Budget (member payments)	Donations	Bid Fee	Spent	Remaining
Legal & technical	James Dodge Russell & Stephens P.C.	\$456,084.20	\$31,556.50	\$185,000.00	\$506,168.11	\$166,472.59
Communications	Penna Powers (not to exceed)	\$66,000.00			\$64,149.32	\$1,850.68
DPU and OCS (payments to PacifiCorp)	Third-party consultants (not to exceed)	\$200,000.00			\$171,506.25	\$28,493.75
Unallocated portion of Agency budget	TBD					
Total		\$722,084.20	\$31,556.50	\$185,000.00	\$741,823.68	\$196,817.02

Remaining = Budget (member payments) + Donations + Bid Fees – Spent

Municipal Investment Fund Grant to SustainEnergyFinance in partnership with SLC, \$118,879 to benefit URC					
MIF Grant Funds Usage	Vendor	Direct from SEF to vendor or through Agency?	Grant budget	Spent	Remaining
Legal & technical	James Dodge Russell & Stephens P.C.	Direct	\$50,000.00	\$16,918.75	\$33,081.25
Communications	Penna Powers	Direct	\$18,879.00	\$0.00	\$18,879.00
DPU and OCS (payments to PacifiCorp)	Third-party consultants	Through Agency	\$50,000.00	\$0.00	\$50,000.00
Total MIF grant funds for URC activities			\$118,879.00	\$16,918.75	\$101,960.25

Additional notes about MIF grant

- The URC Board adopted Resolution 25-12 Recognizing External Funds to Supplement Agency Costs (see [here](#))
- The MIF grant was awarded to SustainEnergyFinance with partner Salt Lake City. \$118,879 of the awarded funds allocated to benefit URC development
 - \$50,000 is budgeted for URC legal counsel, to be paid directly from SEF to James Dodge Russell & Stephens P.C.
 - \$50,000 is budgeted for reimbursement to the URC Agency for costs the Agency is obligated to cover to reimburse the Office of Consumer Services and Division of Public Utilities for their third-party consultants
 - \$18,879 is budgeted for URC communications costs, to be paid directly from SEF to Penna Powers

Agenda Item 2.3

Program Design Committee Update

Utah Renewable Communities (URC) Board Meeting
December 2025

Program Design Committee Membership

- Summit County
- Holladay
- Millcreek
- Ogden
- Park City
- Salt Lake City
- Springdale

[Resolution 21-05](#)

[Resolution 21-06](#)

Key Activities

- Committee met twice in November (November 10 and 24)
- Program Application
 - URC rebuttal testimony submitted November 13
 - Other party rebuttal testimony from RMP, DPU, OCS, Sierra Club
- Solicitation/RFP
 - Proposed optional transmission study to PacifiCorp Merchant
 - Submitted revised study scope to PacifiCorp Merchant for review
 - Awaiting bidder agreements from PacifiCorp
 - Ultimately, PacifiCorp Merchant will apply to PacifiCorp Transmission to initiate study
 - Outcomes will help us in Phase 3 evaluation to help mitigate transmission roadblocks

Public Service Commission Docket Schedule

Next steps: Surrebuttal due December 11; Hearings December 16

From Public Service Commission Docket No. 25-036-06 Scheduling Order, Notice of Hearing, and Notice of Public Witness Hearing	
ITEM	DEADLINE/DATE/TIME/LOCATION
Direct testimony, "Communities" (as defined in Rocky Mountain Power's Application)	Friday, July 18, 2025
Direct testimony, all other parties	Friday, October 10, 2025
Intervention deadline	Friday, October 24, 2025
Rebuttal testimony, all parties	Thursday, November 13, 2025
Surrebuttal testimony, all parties	Thursday, December 11, 2025
Hearings	<ul style="list-style-type: none">• Hearing: Tuesday, December 16, 2025, beginning at 9:00 a.m. (Parties should also reserve December 17 in case hearing lasts more than one day.)• Public Witness Hearing: Tuesday, December 16, 2025, beginning at 6:00 p.m.

URC Program Application

Surrebuttal Testimony and Hearings

- Received rebuttal testimony from parties November 13
- Phil Russell, Kevin Higgins, and Christopher Thomas are reviewing this testimony and developing surrebuttal responses due December 11
- Key issues include:
 - Administrative costs and reserve
 - REC valuation and treatment
 - Resource valuation
 - Program rates and rate structure
- We anticipate a similar process after November 13 to prepare surrebuttal by the December 11 deadline

Program Application

Positions on Key Issues

Issue	RMP Position	URC Position	Potential Impact on Program Rate
Duration of ongoing administrative costs to be pre-funded by program participants	5-year reserve (\$5,074,240); will consider 3 years	1-year reserve (\$738,679); will consider 2 years proposed by DPU	Longer duration will drive up administrative costs, increasing program rate for participants
Full-time RMP staff person for managing URC program at \$150,000 per year	RMP wants to hire one full-time employee to manage URC program for company; if pre-funded for 5 years = \$750,000	A full-time position is not warranted, and URC should only pay for as-needed staff support for program administration	The expense of an FTE will drive up administrative costs, increasing program rate for participants
Compensation for "lost" renewable energy certificate (REC) value	URC participants should reimburse non-participants for RECs retained and retired by program	URC should own the RECs at no extra charge, similar to other large-scale customer choice clean energy programs used by Meta and Google	The need to reimburse "lost" REC value will drive up net program costs, increasing program rates for participants
Allowing URC to turn RECs over to the Company to reduce rates [Alternative REC Proposal]	Does not support allowing URC to turn RECs over to the Company to reduce rates	If Commission determines that participants must reimburse non-participants for "lost" REC value, URC instead requests to turn RECs over to Company to reduce rates	Allowing URC to turn RECs over to the company, while not preferred, would help keep program rates affordable

Program Application

Positions on Key Issues (continued)

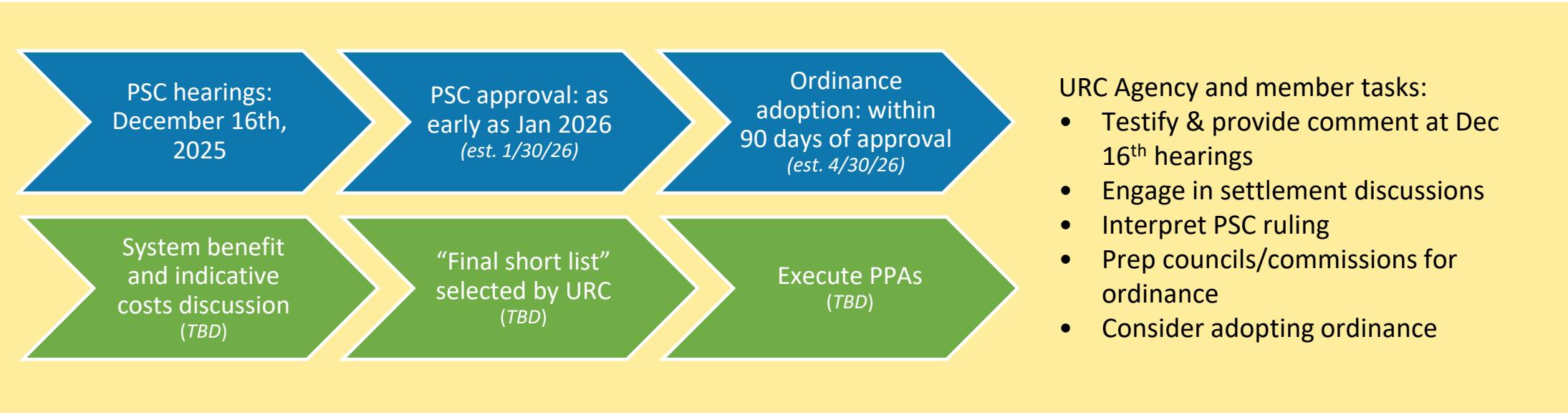
Issue	RMP Position	URC Position	Potential Impact on Program Rate
How URC clean energy projects are valued (e.g, avoided cost)	Company wants to use an avoided cost methodology that recently slashed the value of solar by >80%, even though the PSC has not approved it	Avoided cost method <i>may</i> be appropriate if used correctly; otherwise, the same method RMP uses to value resources should be considered	Unfairly low valuation of URC resources could drive the program rate substantially higher
Payment to participants in the event of net cost savings	Does not support paying benefit to participants if Program benefits exceed costs	Supports participants receiving payments if Program benefits exceed costs	Accounting for net cost savings, if and when they occur, will help reduce program rates and is more consistent with the statutory requirement that costs and benefits not be shifted from program participants to non-participants
Fixed monthly charge for residential customers	Prefers \$/kWh charge that scales with each customer's usage	Prefer a fixed \$3-4 per month fee per residential customer based on average usage	While a per kWh monthly fee could be selected that would result in the same monthly average residential bill impact of \$3-4, a fixed monthly charge will be more easily understood and budgeted for by potential participants, which could help reduce Program opt-outs and strengthen program reserves

URC RFP timeline

Next step: Receive modeling results and discuss with RMP

Date	Milestone/Event
11/19/2024	RFP Submitted to UT Public Service Commission for review
5/22/2025	RFP issued to market and Q&A period begins
6/10/2025	Q&A period ends
7/10/2025	RFP Bids Due
7/25/2025	Phase 1: Consultant Completes Bid Eligibility Screening and Begins Phase 2 Evaluation
9/15/2025	Phase 2: Agency Selects Initial Short List
9/29/2025	Phase 3: PacifiCorp Begins Modeling System Benefits
11/5/2025	Submit revised optional transmission study request to PacifiCorp
12/6/2025	Phase 3: PacifiCorp Delivers System Benefit Modeling Results to Agency
12/8/2025	Modeling Result Discussion Meeting with PacifiCorp

Estimated* 2026 URC Timeline



URC Agency and member tasks:

- Supplement noticing with communications efforts
- Conduct outreach strategies outlined in Plans for Low-Income Assistance
- Revisit Agency membership and operations shifting from pre-approval to post-approval reality

**All estimated dates come from RMP's June 2025 Program Application filing and are subject to change*

***URC has proposed a six-month no fee opt out period*

Next Steps

Program Application:

- Dec. 11: Surrebuttal testimony due
- Dec. 16: Public Service Commission hearing
 - 9am: Technical hearing (could spill over to a second day on Dec. 17)
 - 6pm: Public witness hearing
 - This second hearing is an opportunity for your community to weigh in and provide comment

RFP:

- TBD: Final submission of optional transmission study
- Dec. 6: (though possibly earlier): PacifiCorp target for returning system benefit modeling results
- Dec. 8: Modeling results discussion meeting

Action items

- Update your respective Councils/Commissions on the status of the program:
 - The December 16 hearings (with focus on evening public witness hearing)
 - Possible program approval as early as January 2026
 - 90 days to adopt Program Ordinance following program approval
 - Template materials for updating your Councils/Commissions
 - Slides and associated supplemental document (how to use slides)
 - Memo (customize for your community)
 - Assistance for your community from Board officers and staff
- See email from Emily Quinton re: reviewing boundary map for your community

Agenda Item 2.4

What to expect: Dec 16th PSC hearings

Utah Renewable Communities (URC) Board Meeting
December 2025

Hearings Overview

There are two hearings scheduled for December 16th at the Heber M. Wells Building

1. 9:00 a.m. hearing
 - a. Technical portion of the day
 - b. Prior testimony provided by all witnesses will be formally entered into the record
 - c. Opportunity for additional explanation and cross examination
 - d. Only witnesses and key support staff will be called on to speak and contribute
 - i. URC representatives: Phil Russell, Kevin Higgins, Christopher Thomas, Dan Dugan, Jeff Silvestrini
 - e. If not concluded on Dec 16, may be continued on Dec 17

1. 6:00 p.m. public witness hearing
 - a. Public comment portion of the day
 - b. Opportunity for anyone to provide oral public comment
 - c. Anyone, including elected officials, staff, and community members all welcome to provide public comment
 - d. **Participation from URC members encouraged**

Logistics

Planning to attend in person?

- Address: Fourth Floor Hearing Room 403, Heber M. Wells Building, 160 East 300 South, Salt Lake City, Utah
- No public parking at the Heber M. Wells building - there is street parking and other garages in the vicinity
- The building may be locked - knock/wave and a staff member will let you in
- Practice standard conduct like you would for any public input opportunity

Planning to attend virtually?

- Stay muted unless you have been called on to speak
 - If you are planning to participate in the 6 p.m. public witness hearing, use the “raise hand” feature on Google meet and wait for your name to be called
- If possible, find a quiet location to reduce background noise if you are speaking and to ensure you can hear the virtual broadcast

Virtual hearing information

9 a.m. hearing:

- Audio and video via PSC livestream on YouTube:

<https://www.youtube.com/@publicservicecommissionofu8944streams>

6 p.m. public witness hearing

- Google Meet link for virtual attendance and participation: <https://meet.google.com/gof-knxx-czd>
or by phone:
 - Number: 406-848- 1986
 - PIN: 338 285 083#

You can also find the location information for both hearings posted along with other documents for [Docket No. 25-035-06](#) and on the [Utah Public Notice site's](#) page for the PSC (selected “State Agency” and “Public Service Commission” for notices)

Public comments tips

The Public Witness Hearing is the place to express your support and other comments regarding the PSC's evaluation of the URC program. Public comments should:

- Be 2-3 minutes long
- Provide unique perspective or be very succinct if largely repeating previous comments

Talking point themes: help the PSC understand the “why”?

- Share your community's perspective and interest in the URC program, such as what motivated you to join URC and why you would like to see the program approved
- Connect the URC program to your community's goals and priorities, as well as your hopes for your region and throughout Utah
- Consider emphasizing the following:
 - Consumer choice - the option to support clean energy
 - Air and water stewardship
 - Investment in clean energy as key to Utah's energy future
 - Desire for the program to be approved in such a way that it is affordable, fair, and workable

Example talking points

The following examples could be borrowed and expanded into public comments:

- “Many in my community would like to support clean energy but cannot afford to install solar on their home or are renters. The URC program will make supporting clean energy easy through the automatic enrollment, while remaining easy to opt out of for those that don’t want to participate...”
- “The URC has presented a case for the fair treatment of clean energy resources brought on by the program on behalf of homes and businesses, I ask the Public Service Commission to support the URC’s efforts to create an affordable program...”
- “At a time when demand for new energy is surging and the State of Utah is pushing to support new energy development, I urge the Public Service Commission to rule in support of the URC program, which will bring new energy onto the grid...”
- “Clean air and clean water are resources that all Utah communities and families need to live healthy lives. Our constituents expect that cities and counties do their part to be stewards of these resources. This helps to drive our participation in URC...”

THE COMMUNITY RENEWABLE ENERGY BOARD
RESOLUTION NO. 25-13

**A RESOLUTION OF THE BOARD ADOPTING BIDDER CONFIDENTIALITY
AGREEMENT AND AUTHORIZING CHAIR TO SIGN**

WHEREAS, the Community Renewable Energy Board ("Board") met in a regular meeting on December 1st, 2025, to consider, among other things, Program resource bidder confidentiality agreements; and

WHEREAS, in 2019, the Utah State Legislature enacted House Bill 411, codified as Utah Code §§ 54-17-901 through 909 ("Act"), titled the "Community Renewable Energy Act"; and

WHEREAS, in 2024, the Utah State Legislature enacted House Bill 241 and Senate Bill 214 which, collectively, renamed the Act the "Community Clean Energy Act" and amended certain provisions of the Act; and

WHEREAS, the Act authorizes the Public Service Commission of Utah ("Commission") to establish a program ("Program") whereby qualifying communities may cooperate with qualified utilities to provide electric energy for participating customers from clean energy resources; and

WHEREAS, on March 31, 2021, and thereafter, the Community Renewable Energy Agency ("Agency") was formed by nineteen communities pursuant to the Interlocal Cooperation Agreement Among Public Entities Regarding the Community Renewable Energy Program, in part to "establish a decision-making process for Program design, resource solicitation, [and] resource acquisition"; and

WHEREAS, PacifiCorp, the parent entity of Rocky Mountain Power, as a qualified utility under the Act, filed an Application for Approval of Solicitation Process ("Application") with the Commission on November 19, 2024; and

WHEREAS, the Commission approved the Application on May 13, 2025; and

WHEREAS, the Board previously adopted Resolution 25-04, approving the publication of a solicitation for Program resources ("Solicitation"), which included a pro forma Confidentiality Agreement between the Agency, PacifiCorp, and any Program resource bidder, intended to protect confidential information relating to the Program resource bids or the evaluation of those bids; and

WHEREAS, on May 22, 2025, the Board issued the Solicitation, in response to which it received several bids from resource bidders; and

WHEREAS, on July 13, 2021, the Board adopted Resolution 21-05, creating a Program Design Committee to act as an advisory body to the Board on issues related to Program design, including resource solicitation, among other duties; and

WHEREAS, the Program Design Committee selected an initial short list of six resource

project bids (“Bids”) from the total pool of bids received in response to the Solicitation for further evaluation and consideration; and

WHEREAS, on October 18, 2021, the Board adopted Resolution 21-18 to engage James Dodge Russell & Stephens (“Legal Counsel”) to provide legal services to the Agency for the Program and related energy and utility matters; and

WHEREAS, Legal Counsel negotiated with PacifiCorp and the initial six resource project bidders to amend the Confidentiality Agreement to ensure that confidential Bid information could be shared with Agency consultants and representatives in evaluating the Bids; and

WHEREAS, the Board now finds it necessary to adopt and execute the amended Confidentiality Agreement; and

WHEREAS, the Board further wishes to authorize the Chair of the Board to sign the adopted Confidentiality Agreement on behalf of the Agency with respect to each of the Bids.

NOW, THEREFORE, BE IT RESOLVED by the Board the following:

1. That the Board adopts the amended Confidentiality Agreement attached hereto as Exhibit A; and
2. That the Chair is authorized, on behalf of the Agency, to sign the adopted Confidentiality Agreement.

This Resolution assigned No. 25-13, shall take effect immediately.

PASSED AND APPROVED by the Board this 1st day of December 2025.

COMMUNITY RENEWABLE ENERGY BOARD

Dan Dugan, Chair

ATTEST

Emily Quinton, Secretary

Exhibit A

APPENDIX G-1
Confidentiality Agreement

MUTUAL CONFIDENTIALITY AGREEMENT

This MUTUAL CONFIDENTIALITY AGREEMENT (this “Agreement”) is entered into as of the _____ day of _____ (2024) (the “Effective Date”) by and between the Community Renewable Energy Agency (“Agency”), PacifiCorp, an Oregon corporation (“PacifiCorp”), and _____ (“Counterparty”).

WHEREAS, Counterparty is submitting a bid in response to the Utah Renewable Community’s Request for Proposals (“2024 URC RFP”) hosted by the Agency (the “Bid”), which bid will be evaluated by the Agency and by PacifiCorp, and in connection therewith the parties wish to exchange certain Confidential Information (as hereinafter defined).

NOW, THEREFORE, in consideration of the above and the mutual promises herein contained, the parties hereto agree as follows:

1. Confidential Information. “Confidential Information” means information made available by one party (the “Disclosing Party”) to the other (the “Recipient”) on or after the Effective Date, that is in a writing marked conspicuously as “CONFIDENTIAL,” and is any of the following in relation to the Bid or the Agency’s or PacifiCorp’s evaluation of the Bid: (a) non-public financial information of the Disclosing Party or its proposed guarantor, if any, (b) the specifics of the price and business terms and conditions of the Bid; or (c) documentation exchanged between the parties pertaining to PacifiCorp’s evaluation of the Bid or negotiation with Counterparty on a definitive agreement in relation to the Bid. Confidential Information does not include information which at the time of disclosure: (x) is generally available to the public (other than as a result of disclosure by Recipient), (y) was available to Recipient on a non-confidential basis from a source other than a Disclosing Party not actually known by Recipient to be under a duty of confidentiality to a Disclosing Party, or (z) independently developed by Recipient without reliance on the Confidential Information.

2. Confidentiality; Disclosure.

(a) Until the establishment of a docket or proceeding relating to the Bid before any public service commission, public utility commission, or other agency having jurisdiction over PacifiCorp, the Confidential Information will be kept confidential by Recipient and will not be used knowingly for any purpose by Recipient other than for the purpose set forth above and Recipient must restrict the dissemination of the Confidential Information to its officers, directors, members, employees, contractors, consultants, advisors, investors and financing parties to whom disclosure is necessary for the purpose set forth above and who have been made aware that the Confidential Information is confidential and are legally bound to treat it as such (such persons, the “Representatives”). Recipient is responsible for breaches of this agreement caused by its Representatives.

(b) Upon the establishment of a docket or proceeding relating to the Bid before any public service commission, public utility commission, or other agency having jurisdiction over PacifiCorp, Recipient's obligations to Disclosing Party with respect to the Confidential Information will automatically be governed solely by the rules and procedures governing such docket and not by this Agreement.

3. Protective Order. Except as provided in Section 2(b) of this Agreement, if Recipient becomes legally compelled to disclose any Confidential Information, it must provide Disclosing Party with prompt prior written notice so that Disclosing Party may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, Recipient must (i) furnish only that portion of the Confidential Information which, in accordance with the advice of its own counsel, is legally required to be furnished, and (ii) exercise reasonable efforts to obtain assurances that confidential treatment will be accorded the Confidential Information so furnished.

Notwithstanding the foregoing, and without limiting Section 2(b), the parties acknowledge that PacifiCorp is required by law or regulation to report certain information that could embody Confidential Information from time to time, and may do so from time to time without providing prior notice to Counterparty. Such reports include models, filings, and reports of PacifiCorp's net power costs, general rate case filings, power cost adjustment mechanisms, FERC-required reporting such as those made on FERC Form 1, Form 12, or Form 714, market power and market monitoring reports, annual state reports that include resources and loads, integrated resource planning reports, reports to entities such as the North American Electric Reliability Corporation, Western Electricity Coordinating Council, Pacific Northwest Utility Coordinating Committee, Western Regional Generation Information System, or similar or successor organizations, or similar or successor forms, filings, or reports, the specific names of which may vary by jurisdiction, along with supporting documentation. Additionally, in regulatory proceedings in all state and federal jurisdictions in which it does business, PacifiCorp will from time to time be required to produce Confidential Information, and may do so without prior notice and use its business judgment in its compliance with all of the foregoing and the appropriate level of confidentiality it seeks for such disclosures.

4. Government Records Access and Management Act. Parties agree and acknowledge that the member communities of the Agency are subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor (GRAMA). The Parties acknowledge that the Bid, any underlying project data, and other accompanying records are not expected to be prepared, owned, received, or retained by any member communities of the Agency, but that such records may nonetheless become subject to GRAMA. Any materials submitted by Counterparty pursuant to this Agreement that may become subject to disclosure may nonetheless be claimed exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Counterparty. Any materials for which Counterparty claims a privilege from disclosure shall be submitted marked as "Business Confidential" and accompanied by a concise statement of reasons supporting Counterparty's claim of business confidentiality. Counterparty may, at its sole expense, take any appropriate actions to prevent disclosure of such material.

5. Conduct of Process. Neither the Agency, PacifiCorp, nor Counterparty is under any obligation, and each party is free to elect not to consummate an agreement or to furnish or receive information. Nothing contained in this Agreement will prevent the Agency or PacifiCorp from negotiating with or entering into a definitive agreement with any other person or entity without prior notice to Counterparty. Until the Agency, PacifiCorp and Counterparty enter into a definitive agreement, no contract or agreement or other investment or relationship is deemed to exist between them as a result of this Agreement, the issuance of a term sheet, the issuance, receipt, review or analysis of information, the negotiation of definitive documentation, or otherwise, and none of the foregoing may be relied upon as the basis for an implied contract or a contract by estoppel.

6. Intellectual Property Rights. Nothing contained herein grants any rights respecting any intellectual property (whether or not trademarked, copyrighted or patented) or uses thereof.

7. Costs and Expenses. Except as otherwise provided in any other written agreement between the parties, the parties will bear their own costs and expenses, including without limitation fees of counsel, accountants and other consultants and advisors.

8. Remedies. Disclosing Party is entitled to equitable relief, including injunction and specific performance, in the event of any breach hereof, in addition to all other remedies available to it at law or in equity. In no event will any party be liable to the other for punitive or consequential damages for any alleged breach hereof. No failure or delay by a party in exercising any right, power or privilege hereunder will operate as a waiver, nor will any single or partial exercise or waiver of a right, power or privilege preclude any other or further exercise thereof. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. SUCH WAIVERS WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

9. Venue and Choice of Law. This Agreement is governed by the laws of the State of Utah. Any suit, action or proceeding arising out of the subject matter hereof, or the interpretation, performance or breach hereof, will be instituted in any State or Federal Court in Salt Lake County, Utah (the "Acceptable Forums"). Each party agrees that the Acceptable Forums are convenient to it, and each party irrevocably submits to the jurisdiction of the Acceptable Forums, and waives any and all objections to jurisdiction or venue that it may have any such suit, action or proceeding.

10. Miscellaneous. The term of this Agreement is two years from the date hereof. This Agreement constitutes the entire agreement of the parties relating to its subject matter, and supersedes all prior communications, representations, or agreements, verbal or written. This Agreement may only be waived or amended in writing. Notices hereunder must be in writing and become effective when actually delivered. This Agreement may be executed in counterparts, each of which, when taken together, will constitute one and the same original instrument. Neither party may assign or otherwise transfer its rights or delegate its duties hereunder without the prior written consent of the other party, and any attempt to do so is void.

IN WITNESS WHEREOF, the undersigned parties have executed this Mutual Confidentiality Agreement as of the date first written above.

Agency

By: _____

Name: _____

Title: _____

Date: _____

PacifiCorp

By: _____

Name: _____

Title: _____

Date: _____

ACCEPTED AND AGREED:

[Insert Name of Party]

By: _____

Name: _____

Title: _____

Date: _____