

**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**



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Dan Dugan, Chair

**ATTEST**



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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

PacifiCorp

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED AND AGREED:

[Insert Name of Party]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_