

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 January 5th, 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
- 1.3 Shifting start times for February and March board meetings to 1:30 p.m.

2. Business Matters

- 2.1 Approval of December 1, 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 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.

- 2.5 Discussion and consideration of Resolution 26-01 Resolution of the Board Authorizing Chair to Sign Transmission Consulting Request Letter Agreement
- 2.6 Board member comments
- 2.7 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: 12/31/25

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 Weighted Vote?	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	MM-DD- 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%					
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, December 1, 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*
Glade Sowards, *Salt Lake City*
Drew Quinn, *Holladay*

Electronic

Chris Cawley, *Alta*
Dustin Gettel, *Midvale*
Thom DeSirant, *Millcreek*
Dave Graf, *Ogden*
Randy Aton, *Springdale*
Luke Cartin, *Park City*
Alexi Lamm, *Moab*
Kyla Topham, *Springdale*
Holly Smith, *Holladay*
Joe Frazier, *Oakley*
Kaitlyn Myers, *Moab*
Emily Paskett, *Salt Lake County*
David Brems, *Emigration Canyon*

In Person Attendees: Kurt Hansen, *Millcreek*; Alex Wendt, *Millcreek*

Electronic Attendees: Bob Davis, *Division of Public Utilities*; Brenda Salter, *Division of Public Utilities*; Glenn Symes, *Ogden staff*; Jeanne Evenden, *Ogden resident*; Sara Montoya, *Salt Lake City staff*; Sheldon Howa, *Cottonwood Heights staff*; Shawna Cuan, *SustainEnergy Finance*; Jeremy Shinoda, *Ogden resident*; Debbie Lyons, *Salt Lake City staff*

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 outside of the meeting can speak with Board Member Quinton.

2. Business Matters

2.1 Approval of November 3, 2025, Board Meeting Minutes

Board Member Quinn moved to approve November 3, 2025, Board Meeting Minutes. Board Member Quinton 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 gave the update. A few payments have gone out to the attorneys for the board.

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

Board Member Cawley gave the update for the Communication Committee. There will be one more newsletter in 2025 with a call to action about the hearing at the Public Service Commission. A newsletter went out on November 21st covering board member turnover and the upcoming PSC Hearing. Not all URC members have dedicated communications staff so board members may need to lead communications locally.

Board Member Quinton gave the update for the Low-Income Plan Committee. Board Member Quinton and Monica O’Malley are coordinating the Low-Income Plan meetings. They are closely watching the Low-Income Home Energy Assistance Program due to recent federal government shutdown concerns. The federal government has reopened, and funding should be coming to Utah soon. This is important because the URC low-income assistance is designed around LIHEAP eligibility. Board Members need to review their communities’ low-income plans to know what outreach is promised and what the local strategies are.

Board Member Sowards provided an update on the status of the program application docket and upcoming regulatory milestones. Direct testimony from Agency witnesses was submitted in July, direct testimony from other parties was filed in October, and rebuttal testimony was completed in November. Next, surrebuttal testimony from all parties is due December 11, 2025, in advance of the PSC hearing scheduled for December 16, which will include a technical hearing that may extend into December 17 and a public witness hearing on the evening of December 16. Board Member Sowards reported that the agency’s legal team, technical consultants, and subject matter experts are actively reviewing rebuttal testimony and preparing responses.

Board Member Sowards summarized key issues raised in testimony to date, including administrative cost assumptions, treatment and valuation of renewable energy certificates (RECs), resource valuation methodologies, program rates, and rate structure. Significant differences were highlighted between the agency’s proposal and Rocky Mountain Power’s (RMP) position, such as regarding the duration of administrative cost reserves, staffing levels, and the potential rate impacts. Board Member Sowards

emphasized concerns that higher reserve requirements, staffing costs, and unfavorable REC or resource valuation approaches could increase program rates for participants.

The discussion also addressed valuation of program resources using avoided-cost methodologies and recent reductions in the utility's avoided-cost values for solar and wind resources, which Board Member Sowards noted could shift a greater share of costs to participants. Board Member Sowards reiterated support for program participants receiving benefits if program benefits exceed costs, consistent with statutory intent, and expressed concern with positions that would prevent participants from realizing those benefits. Rate design options were also discussed, with Board Member Sowards reaffirming a preference for a fixed monthly residential charge in the range of \$3–\$4 to improve transparency and predictability for customers.

Finally, Board Member Sowards reviewed a projected timeline for the coming year, including anticipated PSC approval in late January, followed by a 90-day window for local governments to adopt program ordinances. Additional milestones include utility billing system preparation, customer noticing and opt-out periods, and an estimated program revenue start date in late November of next year. Members were encouraged to brief their respective councils or commissions on program status, promote awareness of the December 16 public witness hearing, utilize available briefing materials, and verify that community boundary maps are current.

2.4 Discussion Regarding What to Expect at the December 16, 2025, Public Service Commission Hearings

Board Member Quinton provided an overview of the Public Service Commission hearings scheduled for December 16. She stated that two hearings will be held that day, including a technical hearing beginning at 9:00 a.m., which may continue on December 17, and a public witness hearing at 6:00 p.m. Board Member Quinton explained that the technical hearing will consist of witnesses formally submitting testimony into the record and responding to cross-examination by other parties, and that the hearing may be viewed via live stream through the PSC's YouTube channel.

The public witness hearing is the designated opportunity for members of the public to provide oral comments to the Public Service Commission. She stated that the hearing will be in person and virtual via Google Meet and reviewed the process for participating virtually, including the use of the “raise hand” feature for those wishing to speak. Board Member Quinton noted that written public comments have been accepted throughout the docket, but that this hearing provides an opportunity for oral testimony.

Board Member Quinton reviewed logistical details for those attending in person, stating that the hearings will be held at the fourth floor hearing room of the Heber M. Wells Building in Salt Lake City and that public parking is not available at the facility. She stated that street parking and nearby garages are available.

Public comments are generally two to five minutes in length. Board Member Quinton stated that public comments should focus on community perspectives, the purpose of the program, and how the program aligns with local priorities, rather than technical testimony. Sample talking points are included in the meeting materials for reference and

she encouraged board members to share the information with interested community members.

2.5 Public Comment

There was no public comment.

2.6 Discussion and Consideration of Treasurer and Vice Chair Positions

Chair Dugan explained how since Mayor Silvestrini stepped down there needs to be a new treasurer for the Board. The Program Design Committee asked Mayor Jackson of Millcreek to be the treasurer.

Board Member Quinn moved to appoint Millcreek Mayor Cheri Jackson as the Board Treasurer. Board Member Gettel seconded the motion. Chair Dugan asked for the vote. All board members voted yes. The motion passed unanimously.

Chair Dugan explained how the Vice Chair Position is now open since Board Member Choberka will be leaving her position at Ogden and a new Vice Chair is needed. Board Member David Brems from Emigration Canyon township volunteered to be Vice Chair. **Board Member Gettel made the motion to make Board Member David Brems the board Vice Chair. Board Member DeSirant seconded the motion. Chair Dugan asked for the vote. All Board members voted yes. The motion passed unanimously.**

2.7 Discussion and Consideration of Resolution 25-13 Resolution of the Board Authorizing the Chair to Sign Bid Confidentiality Agreements

Board Member Quinton made the motion to approve resolution 25-13, Authorizing the Chair to Sign Bid Confidentiality Agreements. Board Member Quinn seconded the motion. Chair Dugan asked for the vote. All board members voted yes. The motion passed unanimously.

2.8 Board Member Comments

2.9 Closed Session if Needed

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 1:59 p.m.

APPROVED: _____ **Date**
Dan Dugan, Chair

ATTEST:

Emily Quinton, Secretary

Treasurer's Report for 1/5/26 Meeting

Billing report (p. 1 of 2)**For Date Range: 09/01/2021 - 12/30/2025****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 - 12/30/2025

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)**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**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**Grant Reimbursement**

Post Date	Vendor	Account Number	Account Name	Amount
11/28/2025	SustainEnergyFinance	701-3600-3601	Misc Revenue	25,002.50

Total Grant Reimbursements Received \$ 25,002.50**Total Received \$ 963,643.20**

Accounts payable report (p. 1 of 3)

For Date Range: 09/01/2021 - 12/30/2025

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

Balance Unspent \$ 221,819.52

Community Renewable Energy Agency Budget Status

Budget usage	Vendor	Budget (member payments)	Donations / Grants	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
Grant reimbursement for DPU & OCS expenses	SustainEnergy Finance		\$25,002.50			\$25,002.50
Unallocated portion of Agency budget	TBD					
Total		\$722,084.20	\$56,559.00	\$185,000.00	\$741,823.68	\$221,819.52

Remaining = Budget (member payments) + Donations / Grants + 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	\$25,002.50	\$24,997.50
Total MIF grant funds for URC activities			\$118,879.00	\$41,921.25	\$76,957.75

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
January 2026

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 once on December 15th
- Program Application
 - URC surrebuttal testimony submitted December 11
 - Other party surrebuttal testimony submitted by RMP, DPU, OCS, Sierra Club, and WRA
 - PSC technical hearing December 16-17
 - PSC public witness hearing December 16
- Solicitation/RFP
 - Received system benefit results from RMP
 - Energy Strategies conducted two rounds of analyses
 - Optional transmission study
 - Received pro forma bidder agreement letter from PacifiCorp

Public Service Commission Docket Schedule

Next steps: Await PSC decision(s) and prepare for Ordinance adoption

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.

[Link](#) to Program Application docket on PSC website

URC Program Application

Surrebuttal Testimony and Hearings debrief

- Technical hearing went well
 - Our witnesses did an outstanding job!
 - Good questions from the PSC
 - Awaiting potential approval/decision late-January or thereafter (could come in stages)
- Public witness hearing had a great turnout
 - Approximately 50 in-person and another 20 online
 - Great comments from elected officials, organizations, and the general public
 - Overwhelmingly supportive of the program
 - Comments from both inside and outside Program communities

URC RFP timeline

Next step: Select "Final Short List" for Board selection of projects for PPA negotiation

Milestone	Estimated Dates
Phase 3: PacifiCorp Delivers System Benefit Modeling Results to Agency	December 8, 2025
Phase 3: System Benefit and Indicative Costs Discussions with Agency Begins	December 22, 2025
Phase 3: System Benefit and Indicative Costs Discussions with Agency Ends	January 12, 2026
Phase 3: Agency Completes Final Short List (FSL) Evaluation	January 15, 2026 January 12, 2026
Bidders notified of FSL selection	On or after January 12, 2026
Agency selects "by a vote of its Board one or more project bids for contract negotiation"	February 2, 2026
Execute Agreements	March 9, 2026
File Selected Resource Valuation with Commission for Approval of Program Resource PPA and Associated Allocation of Costs	May 8, 2026
Targeted Hearing Date (75 days)	July 22, 2026

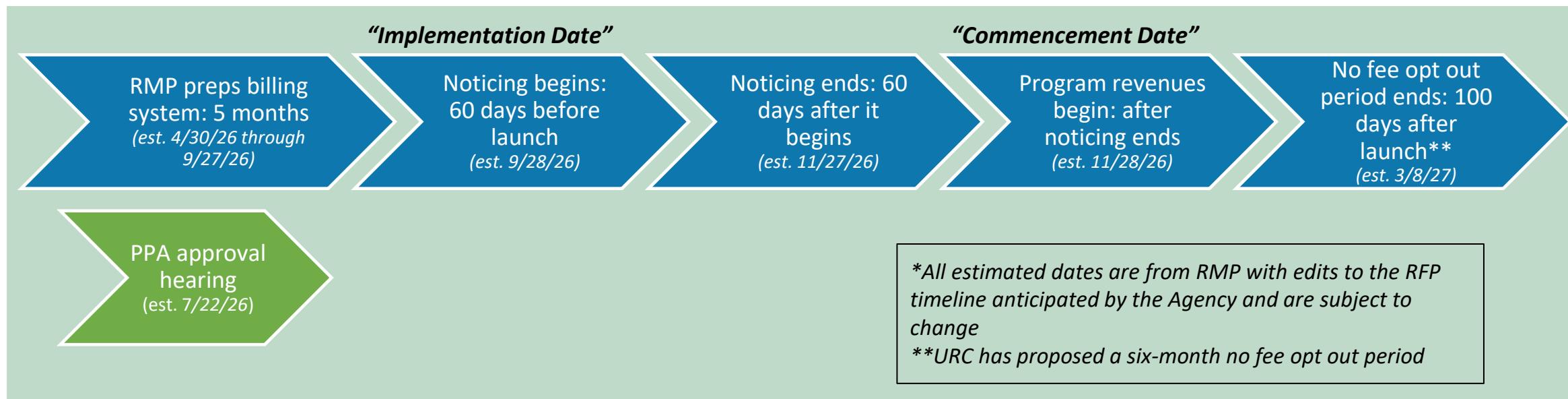
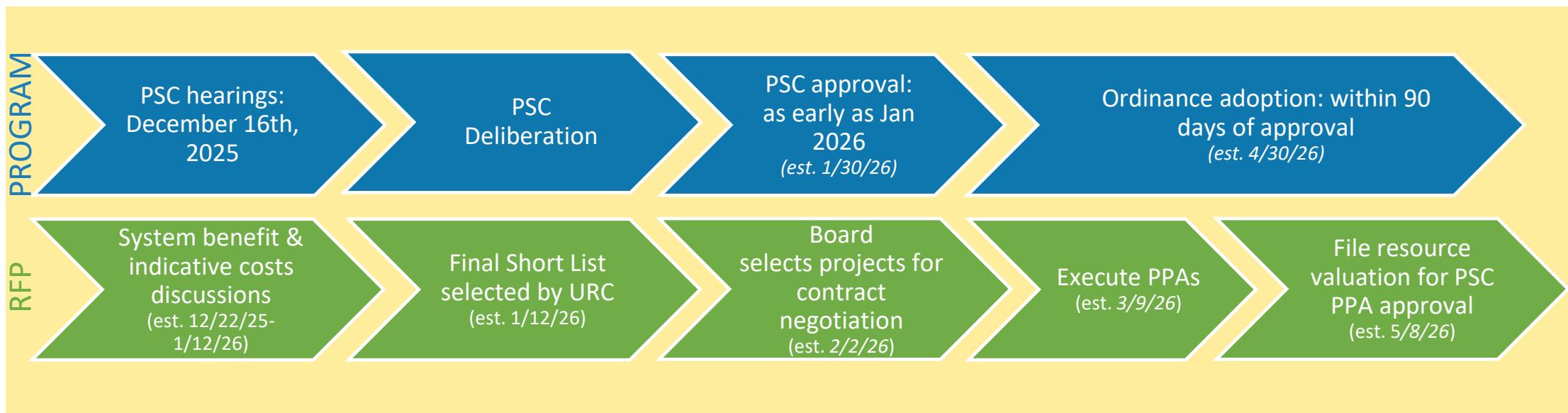
KEY:

- RMP surrebuttal estimates
- Agency updates/additions

URC RFP: System Benefit Results

- Reminder: Six projects were selected in September for Initial Short List (ISL) and submitted to PacifiCorp for modeling
- Received modeling results and met with PacifiCorp / RMP on December 8th
 - Modeled based on “generation only” (i.e. no battery storage)
 - Used different sets of assumptions that are simultaneously being considered regarding URC program resource valuation in the Program Application docket (e.g., considerations for whether a URC resource would “displace” a company resource)
- Energy Strategies conducted two rounds of analysis based on modeling results
 - Reviewed with Program Design Committee on 12/15/25, scheduled for additional review and discussion on 1/12/26
 - The Program Design Committee will use these results and Energy Strategies recommendations to select a Final Short List

Estimated* 2026 URC Timeline



Next Steps and Action Items

- Program Application:
 - Await PSC decision(s)
 - Continue to update councils/commissions (reminder: template slides and a memo were provided to board members in Fall 2025)
 - Prepare for Program Ordinance (must adopt within 90 days of PSC approval)
 - Prepare communications tools
- RFP:
 - Execute *Transmission Consulting Request Letter Agreement* to initiate optional transmission study
 - Select Final Short List by January 12, 2026
 - Board selects one or more projects for contract negotiation by February 2, 2026
 - RMP and bidders negotiate PPA and execute subject to Agency approval

THE COMMUNITY RENEWABLE ENERGY BOARD
RESOLUTION NO. 26-01

**A RESOLUTION OF THE BOARD AUTHORIZING CHAIR TO SIGN
TRANSMISSION CONSULTING REQUEST LETTER AGREEMENT**

WHEREAS, the Community Renewable Energy Board ("Board") met in a regular meeting on January 5th, 2025, to consider, among other things, initiation of an optional transmission study; 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"), in which the Agency reserved "the right to request an informal study from PacifiCorp transmission to identify potential network upgrade costs that might be necessary for the bidder's facility to be designated as a network resource on PacifiCorp's transmission system" ("Transmission Study"); and

WHEREAS, on May 22, 2025, the Agency 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, the Board now finds it necessary to request a Transmission Study to further evaluate the remaining Bids; and

WHEREAS, PacifiCorp requires the execution of a Transmission Consulting Request Letter Agreement (“Agreement”) by and between the Agency, PacifiCorp Energy Supply Management, and each bidder to initiate the Transmission Study; and

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

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

The Chair is hereby authorized, on behalf of the Agency, to sign the Transmission Consulting Request Letter Agreement, provided that the Agreement is not substantively or materially different from the draft Agreement attached hereto as Exhibit A.

This Resolution assigned No. 26-01, shall take effect immediately.

PASSED AND APPROVED by the Board this 5th day of January 2026.

COMMUNITY RENEWABLE ENERGY BOARD

Dan Dugan, Chair

ATTEST

Emily Quinton, Secretary

Exhibit A

[Date]

Community Renewable Energy Agency

[Address]

Re: Three-Party Transmission Consulting Study Request -- Transmission Consulting Request Letter Agreement (“Agreement”) by and between Community Renewable Energy Agency (“Requesting Party”), [bidder name] (“Asset Owner”), and PacifiCorp Energy Supply Management (“ESM” or “Transmission Customer”).

Overview

Requesting Party and Asset Owner desire that ESM exercise its right as Transmission Customer to enter into a Transmission Consulting Agreement with PacifiCorp Transmission Services (“PTS”) to procure transmission studies regarding certain potential assets (the “Assets”) identified in Attachment A to this Agreement. This Agreement sets forth the terms pursuant to which Transmission Customer agrees, pursuant to PTS’s “Transmission Consulting Agreement Offer” (the “Offer”) which is undated, but as it appears on the PacifiCorp OASIS web site on the date hereof (copy attached hereto as Attachment B), to accept such Offer and, after consultation with PTS, Requesting Party and Asset Owner, to prepare a proposed Transmission Consulting Letter Agreement (“Consulting Agreement”) for PTS’s, Asset Owner’s and Requesting Party’s consideration and, if all is in order, signature by Transmission Customer and PTS.

1. *Consulting Engagement.* ESM will request to engage PTS for transmission planning consulting services pursuant to the Offer. PTS shall act as Transmission Customer’s consultant, to evaluate specific study requests submitted from time to time by ESM on behalf of Requesting Party with regard to the Assets, and provide high level descriptions of facility requirements, and general cost estimates for those facilities, for possible Network Resource designations removal for ESM’s Network Transmission service obligations.
2. *Scope of Work.* Requesting Party shall be responsible for timely providing ESM with all information and documentation necessary for PTS to complete its work under the umbrella Agreement, as requested by ESM. For each requested study under the umbrella Agreement, Requesting Party will send ESM all required information and a written notice requesting such study from PTS, and ESM, in turn, will send written notice to PTS requesting such study under the terms thereof. The scope of work for each requested study under the umbrella Agreement will be outlined in the written notices and will be more fully defined in a kick-off meeting between [ESM and PTS, 3rd party or Requesting Party may attend but is not required]. During, or promptly after, the kick-off meeting, ESM, with support from Requesting Party] will present the full, detailed scope of work, refine as needed during the meeting or promptly thereafter, and provide all specific details necessary for PTS to complete the work requested.
3. *Limitations on Use of Results.* ESM, Asset Owner and Requesting Party understand and agree that results of such studies conducted under such Agreement are provided “as-is” without any warranty or further obligation of ESM, PTS or PacifiCorp, and are not reservations of available transmission capacity, and further, that the results will be estimates conducted at a high level

and will not guarantee, reserve, or otherwise provide transmission service, nor hold a queue position. If the Requesting Party or Asset Owner seeks to designate any new resources as Network Resources, they shall follow the separate requirements of the then-current PacifiCorp Open Access Transmission Tariff, including such other studies and procedures as are set forth therein. For the avoidance of doubt, neither PacifiCorp generally nor ESM or PTS specifically shall have any obligations arising from or responsibility for the results of such studies and Requesting Party and Asset Owner each releases PacifiCorp from any and all claims whatsoever with regard to the results thereof.

4. *Indemnity and Liabilities.*

- a. *Consequential Damages and Limitations of Liability.* EXCEPT IN THE CASE OF FRAUD OR WILLFUL MISCONDUCT, NO PARTY WILL BE LIABLE TO THE OTHER PARTIES FOR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE ALLOWED OR PROVIDED BY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR OTHERWISE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL ESM'S, PTS's OR PACIFICORP'S TOTAL LIABILITY UNDER OR RELATED TO THIS AGREEMENT EXCEED THE SUM TOTAL OF ALL AMOUNTS PAID TO IT BY REQUESTING PARTY AND/OR ASSET OWNER UNDER THIS AGREEMENT.
- b. *Indemnity.* To the extent permitted by applicable law and subject to Section 4(a) ("Consequential Damages"), Asset Owner shall indemnify, defend and hold harmless ESM, PacifiCorp and its Affiliates and each of its and their respective directors, officers, employees, agents, and representatives (collectively, the "Utility Indemnitees") from and against any and all losses, fines, penalties, claims, demands, damages, liabilities, actions or suits of any nature whatsoever (including legal costs and attorneys' fees, both at trial and on appeal, whether or not suit is brought) (collectively, "Liabilities") resulting from, arising out of, or in any way connected with, PTS's services, including, without limitation, any claims against ESM regarding performance or non-performance by PTS of its obligations or covenants under the umbrella agreement or any project studied thereunder, against PTS regarding performance or non-performance by ESM of its obligations or covenants under the umbrella agreement or relating to any project studied thereunder, or regarding performance or non-performance by ESM of any of its obligations or covenants made under this Agreement, or any claim against any Utility Indemnitee for or on account of injury, bodily or otherwise, to, or death of, or damage to, or destruction or economic loss of property, except to the extent such Liabilities are caused by the willful misconduct of the Utility Indemnitees. Without limiting the foregoing, Asset Owner is responsible for and will indemnify, defend, and hold harmless the Utility Indemnitees from and against any and all Liabilities resulting from, arising out of, or in any way connected with the breach by such indemnifying party of this Agreement. For the avoidance of doubt and subject to Section 4(a) and Section 17, nothing in this Section 4(b) shall operate to relieve any defaulting Party from liability to a non-defaulting Party for nonperformance of such defaulting Party's material obligations under this Agreement.

c. *Indemnification Procedures.* Any indemnified party seeking indemnification under this Agreement shall give the Indemnifying Party notice of such Liabilities promptly but in any event on or before thirty (30) days after the Indemnified Party's actual knowledge of the claim or action giving rise to the Liabilities. Such notice shall describe the Liability in reasonable detail and shall indicate the amount (estimated if necessary) of the Liability that has been, or may be sustained by, the Indemnified Party. To the extent that the indemnifying party will have been actually and materially prejudiced as a result of the failure to provide such notice within such thirty (30) day period, the indemnified party shall bear all responsibility for any additional costs or expenses incurred by the indemnifying party as a result of such failure to provide timely notice. The indemnifying party shall assume the defense of the claim or action giving rise to the Liabilities with counsel designated by the indemnifying party; provided, however, that if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party reasonably concludes that there may be legal defenses available to it that are different from or additional to, or inconsistent with, those available to the indemnifying party, the indemnified party shall have the right to select and be represented by separate counsel, at the expense of the indemnifying party. Notwithstanding anything to the contrary contained herein, an indemnified party shall in all cases be entitled to control its own defense, at the expense of the indemnifying party, in any claim or action if it: (a) may result in injunctions or other equitable remedies with respect to the indemnified party; (b) may result in material liabilities which may not be fully indemnified hereunder; or (c) may have a material and adverse effect on the indemnified party (including a material and adverse effect on the tax liabilities, earnings, ongoing business relationships or regulation of the indemnified party) even if the indemnifying party pays all indemnification amounts in full. If the indemnifying party fails to assume the defense of a claim or action, the indemnification of which is required under this Agreement, the indemnified party may, at the expense of the indemnifying party, contest, settle, or pay such claim; provided, however, that settlement or full payment of any such claim or action may be made only with the indemnifying party's consent, which consent will not be unreasonably withheld, conditioned or delayed, or, absent such consent, written opinion of the indemnified party's counsel that such claim is meritorious or warrants settlement.

5. *Posting of Results.* ESM, Requesting Party and Asset Owner agree that results of any studies under this Agreement will be public information and will be promptly posted by PTS on the PacifiCorp OASIS system.

6. *Rates and Billing.* Asset Owner shall be solely responsible for all costs incurred in connection with the Request. This payment obligation includes, without limitation, providing ESM on or by the Effective Date with Ten Thousand Dollars (\$10,000 USD), or such other amount that PTS charges as of the Effective Date, as a deposit against such costs (the "Deposit"). For the avoidance of doubt, ESM will not be obligated to commence any work toward preparing and submitting the Request from PTS until such Deposit is received. To the extent ESM's costs exceed the initial Deposit, Asset Owner shall, at ESM's request, promptly increase the amount of the Deposit by an additional amount sufficient to cover anticipated remaining costs as identified by ESM. In any case, PTS will invoice ESM, and ESM will invoice Asset Owner, in turn, for all such services at market competitive hourly rates for transmission planning consulting engineering services, which as of the date hereof are:

- \$300 per hour for a Principal Engineer
- \$250 per hour for a Sr. Engineer

- \$120 per hour for support staff

These rates may increase, with increases typically posted as an update to the Offer on the OASIS system, at least 30 days prior to their effectiveness. For the avoidance of doubt, any delay in posting of rate updates to OASIS shall not limit Asset Owner's obligation to pay the then-current rates, provided that ESM has provided Asset Owner with at least 30-days' written advance notice of such new rate. Please visit the following link for the most up to date information:

[Transmission Consulting Agreement Offer.pdf](#)

Detailed invoices relating to these amounts will be submitted by ESM to Asset Owner monthly and should contain, for each separate study, a description of the tasks undertaken, names, dates, and number of hours [(in 15-minute increments)] for each time entry. In addition, Asset Owner will reimburse ESM for its own administrative costs incurred in connection with the Agreement, which shall consist of a 10% administrative adder on each such invoice. All invoices are due and payable within thirty (30) days of receipt.

7. *Interest on Late Payments.* Any amounts not paid when due under this Agreement will bear interest at the rate of 10% per annum (the "Contract Interest Rate") from the date due until paid.
8. *Disputed Amounts.* If any Party, in good faith, disputes any amount due under an invoice provided under this Agreement, such Party must notify the other Parties of the specific basis for the dispute and, if the invoice shows an amount due, must pay that portion of the invoice that is undisputed on or before the due date. Any such notice of dispute must be provided within six (6) months of the date of the invoice in which the error first occurred, after which the Parties shall pursue dispute resolution pursuant to Section 11. If any amount disputed by such Party is determined to be due to the other Party, or if the Parties resolve the payment dispute, the amount due must be paid within five (5) business days after such determination or resolution, along with interest at the Contract Interest Rate from the date due until the date paid.
9. *Efforts of Consultant.* ESM cannot control the pace at which PTS completes work under the Agreement. ESM will provide Requesting Party and Asset Owner with advance best estimates of deliverable dates and milestones as they are made available by PTS to ESM.
10. *Term and Effective Date.* This Agreement shall be effective as of the date upon which it is executed by all parties (the "Effective Date") and shall remain in effect until September 30, 2026 (the "Termination Date"), unless extended by written agreement of the Parties or terminated earlier pursuant to the terms of this Agreement. Any Party may terminate this Agreement upon at least thirty (30) days written notice to the other Parties. In the event Requesting Party or Asset Owner requests early termination, ESM shall be entitled to payment by Asset Owner of all sums actually incurred by ESM prior to receipt of such notification.
11. *Disputes/Choice of Law/Forum.* Subject to the notice requirement set forth in Section 8, any disputes relating to the terms and work contemplated herein shall be promptly taken to the respective leadership of each Party, who shall, with the assistance of legal counsel, work to promptly resolve such dispute. If the Parties' leaders are not able to resolve the dispute within thirty (30) days, either Party may file suit in the Oregon state court for Multnomah County or United States District Court for Oregon, if such federal court has jurisdiction over the dispute and the Parties. In any such proceedings, the Parties agree to waive the right to trial by jury and

the right to combine any legal actions or which a jury cannot be waived. The Parties agree that any such dispute will be governed by the laws of the State of Oregon, without regard to its conflicts of laws provisions.

12. *No Waiver.* No waiver of any provision of this Agreement will be effective unless the waiver is provided in writing that (a) expressly identifies the provision being waived, and (b) is executed by the Party waiving the provision. A Party's waiver of one or more failures by another Party in the performance of any of the provisions of this Agreement will not be construed as a waiver of any other failure or failures, whether of a like kind or different nature.

13. *Publicity.* Before any Party issues any news release or publicly distributed promotional material regarding this Agreement, the Request, the study or any results or findings thereof, such Party must first provide a copy thereof to other Party for its review and approval. Any use of any trademark of the other Party or any of its affiliates requires the other Party's prior written consent.

14. *Partial Invalidity and Repeal.* If any term, provision or condition of this Agreement is held to be invalid, void or unenforceable by a governmental authority having jurisdiction over this Agreement and the Parties, and such holding is subject to no further appeal or judicial review, then such invalid, void, or unenforceable term, provision or condition shall be deemed severed from this Agreement and all remaining terms, provisions and conditions of this Agreement shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void or unenforceable terms, provisions or conditions with valid and enforceable terms, provisions or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law and preserve the balance of the economics and equities contemplated by this Agreement in all material respects. In the event the Public Utility Regulatory Policies Act ("PURPA"), related state law, and/or state or federal regulations and rules giving rise to this Agreement are repealed, this Agreement shall not terminate prior to the Termination Date, unless such termination is mandated by state or federal law.

15. *Several Obligations.* Nothing in this Agreement will be construed to create an association, trust, partnership, or joint venture or to impose a trust, partnership or fiduciary duty, obligation, or other such liability on or between the Parties.

16. *Representations and Warranties.*

16.1. *Mutual Representations.* Each Party represents and warrants to the others that:

- a. *Organization.* It is duly organized and validly exists under the laws of the State of its organization.
- b. *Authority.* It has the requisite power and authority to enter this Agreement and to perform according to the Agreement's terms.
- c. *Actions.* It has taken all corporate actions required to be taken by it to authorize the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated.
- d. *Contravention.* The execution and delivery of this Agreement does not contravene any provision of, or constitute a default under, any indenture, mortgage, security instrument or undertaking, or other material agreement to which it is a party or by which it is bound, or any valid order of any court, or any regulatory agency or other governmental authority having authority to which it is subject.

e. *Valid and Enforceable Agreement.* This Agreement is a valid and legally binding obligation of it, enforceable in accordance with its terms, except as enforceability may be limited by general principles of equity or bankruptcy, insolvency, bank moratorium, or similar laws affecting creditors' rights generally and laws restricting the availability of equitable remedies.

16.2 *Asset Owner Representations.* Asset Owner represents and warrants that it is the legal owner of the [development rights to the] Assets or has sufficient legal authority with regard to such Assets as required to provide all information and authorizations are as required hereunder with regard to such Assets.

17. *Defaults.* An event of default ("Event of Default") shall occur with respect to a Party (the "Defaulting Party") upon the occurrence of each of the following events and the expiration of any applicable cure period provided for below:

17.1 *Defaults by Any Party.*

(a) A Party fails to make a payment when due under this Agreement if the failure (i) is not subject to a good faith dispute of the amount due under Sections 8 and 11, and (ii) is not cured within thirty (30) days after the non-defaulting Party gives the Defaulting Party a written notice of the default;

(b) The Defaulting Party: (i) (a) makes a general assignment for the benefit of its creditors; (b) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or has such a petition filed against it and such petition is not withdrawn or dismissed within thirty (30) days after such filing; (c) becomes insolvent; or (d) is unable to pay its debts when due; and (ii) the Defaulting Party fails to cure such breach within thirty (30) days of written notice from the non-defaulting Party, provided, however, that the Defaulting Party shall be provided an additional ninety (90) days to cure if such breach cannot reasonably be cured within a thirty (30)-day period, is reasonably capable of being cured within the additional ninety (90)-day period, and the Defaulting Party commences the cure within the initial thirty (30)-day period.

(c) The Defaulting Party breaches one of its representations or warranties or fails to perform any material obligation in this Agreement for which an exclusive remedy is not provided and which is not otherwise an Event of Default under this Agreement and such breach or failure is not cured within thirty (30) days after the non-defaulting Party gives the Defaulting Party written notice of such breach; provided, however, that the Defaulting Party shall be provided an additional ninety (90) days to cure if such breach cannot reasonably be cured within a thirty (30)-day period, is reasonably capable of being cured within the additional ninety (90)-day period, and the Defaulting Party commences the cure within the initial thirty (30)-day period.

17.2 *Defaults by Requesting Party or Asset Owner.* Requesting Party and Asset Owner collectively fail to either: (a) timely submit to ESM the Deposit as set forth under this Agreement and such failure is not cured within thirty (30) days after Requesting Party's and Asset Owner's receipt of written notice from ESM; or (b) fails to provide ESM with such information as ESM may reasonably require in support of the

Request, and such failure is not cured within thirty (30) days after Requesting Party's written notice from ESM.

18. *Remedies for Events of Default.*

a. *Remedies Generally.* Except in circumstances in which a remedy provided for in this Agreement is described as a Party's sole or exclusive remedy, the non-defaulting Party may pursue any and all legal or equitable remedies provided by law, equity, or this Agreement, including terminating this Agreement upon at least ten (10) days' advance written notice. Further, in the case of a default by Asset Owner, Utility may offset its damages against any payment due Asset Owner. The rights contemplated by this Section are cumulative such that the exercise of one or more rights does not constitute a waiver of any other rights.

19. *Confidentiality.* Subject to Section 5, the information provided by Requesting Party to ESM under this Agreement will be treated as confidential for the duration of the term of this Agreement and for an additional one (1) year if such treatment is requested in writing by Requesting Party at the time the information is provided to ESM, subject to ESM's rights to disclose such information to: (a) those of its employees, affiliates, affiliates' employees, and consultants who have a need to know the information; (b) to PTS, subject to PTS's right to disclose such information to those of its consultants and advisors who may have a need to know the information for the purposes of the requested consulting services, and (c) pursuant to any applicable requirements of applicable law. Requesting Party will have the right to seek confidential treatment of any such information from any such governmental authority entitled to receive such information.

20. *Entire Agreement.* This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions, or letters, whether oral or in writing, regarding the subject matter of this Agreement. No modification of this Agreement is effective unless it is in writing and executed by both Parties.

21. *Restriction on Assignments.* Neither Party may transfer, sell, pledge, encumber or assign (collectively, "Assign") this Agreement nor any of its rights or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned, or delayed.

22. *Survival.* The provisions of Sections 3, 4, 7, 8, 11 12, 13, and 19 shall survive the termination or expiration of this Agreement.

23. *No Contra Proferentem.* The Parties have jointly negotiated and drafted this Agreement. In the event of any ambiguity, the Parties agree that this Agreement shall not be construed against any one Party as the drafter.

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SIGNATURE PAGE

Community Renewable Energy Agency

PacifiCorp Energy, Energy Supply Management

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

[ASSET OWNER]

By: _____

DRAFT

Its: _____

Date: _____

ATTACHMENT A

[Description of the Assets]

DRAFT

ATTACHMENT B

Transmission Consulting Agreement Offer

In an effort to provide Network Customer's and potential Network Customers of PacifiCorp Transmission Systems ("PTS"), PTS is offering transmission planning consulting services.

PTS will evaluate specific study requests submitted by Network Transmission Customer's and provide high-level descriptions of facility requirements, and general cost estimates for those facilities, for possible Network Resource designations for a Customer's Network Transmission Service obligations. These studies are not reservations of available transmission capacity. Results of studies conducted under this agreement will be estimates conducted at a high level and will not guarantee, reserve, or otherwise provide transmission service, nor hold a queue position for the Network Customer.

The Network Customer will submit a separate Application via PacifiCorp's OASIS, pursuant to PacifiCorp's Open Access Transmission Tariff ("Tariff"), for any new resources the Network Customer actually seeks to designate as a Network Resource. Subsequent studies under the Tariff study process will be performed in more detail and could lead to different results and requirements.

The scope of work for each requested study will be defined in a kickoff meeting between the Network Customer and PTS.

To qualify for this service, Network Customer must agree that results of any requested studies are public information and will be posted on the PacifiCorp OASIS system.

Interested parties must execute and return a letter agreement. Customers will be billed at market competitive hourly rates for transmission planning consulting engineering services, currently at \$250 per hour for a Sr. Engineer and \$300 per hour for a Principal Engineer. All support staff will be billed at \$120 per hour. PTS will use commercially reasonable efforts to complete work within a timely manner.

If you have any questions regarding the above, please contact Melanie Cunningham at (971) 242-6183.