

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 Indemnatee 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 tradename 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: _____

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.