

THE COMMUNITY RENEWABLE ENERGY BOARD
RESOLUTION NO. 26-03

A RESOLUTION OF THE BOARD AUTHORIZING CHAIR TO SIGN NON-RELIANCE LETTERS

WHEREAS, the Community Renewable Energy Board ("Board") met in a regular meeting on March 2, 2026, to consider, among other things, authorizing the Chair to sign a Non-Reliance Letter on behalf of the Agency as required to initiate contract negotiations with selected bidders; 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 ("Company"), the parent entity of Rocky Mountain Power, as a qualified utility under the Act, filed an Application for Approval of Solicitation Process ("Application") with the Commission on November 19, 2024; and

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

WHEREAS, the Board previously adopted Resolution 25-04, approving the publication of a solicitation for Program resources ("Solicitation"), which included a requirement that, "All parties will be required to sign Appendix G-2 - Non-Reliance Letter if they qualify for the Initial Short List prior to the Company modeling the financial impact of the project bid" ("Letter"); and

WHEREAS, the Letter, sent to all resource bidders, clarifies the rights of the Agency and the Company "relating to their further evaluation and discussion" of proposals submitted in response to the Solicitation and "any subsequent negotiations regarding the terms of any agreement or agreements entered into" in connection with a Program resource project; and

WHEREAS, on May 22, 2025, the Agency published 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 (“Initial Short List”) from the total pool of bids received in response to the Solicitation for further evaluation and consideration; and

WHEREAS, Initial Short List bidders submitted signed copies of the Letter as required prior to Company financial impact modeling; and

WHEREAS, based upon further evaluation of the Initial Short List, the Program Design Committee selected a final short list of four resource project bids (“Final Short List”); and

WHEREAS, as specified in the Solicitation, “the Agency may select by a vote of its Board one or more project bids for contract negotiation” and the “Company will not enter into any agreement without Agency approval”; and

WHEREAS, at their February 2, 2026, meeting, the Board voted to select all four project bids from the Final Short List to enter into contract negotiations with the Company; and

WHEREAS, the Board now finds it necessary to sign the Letter in order to facilitate contract negotiations between the Company and the selected Final Short List bidders; and

WHEREAS, the Board intends to hold a future vote to determine which project(s) are ultimately approved for contract execution.

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

The Chair is hereby authorized, on behalf of the Agency, to sign the Non-Reliance Letter attached hereto as Exhibit A.

This Resolution assigned No. 26-03, shall take effect immediately.

PASSED AND APPROVED by the Board this 2nd day of March 2026.

COMMUNITY RENEWABLE ENERGY BOARD



Dan Dugan, Chair

ATTEST



Emily Quinton, Secretary

Exhibit A

Appendix G-2

Non-Reliance Letter

Date

[Name]

[Address]

Re: Community Renewable Energy Agency's 2024 URC Request for Proposals

Dear [_____]:

This letter clarifies the rights of the Community Renewable Energy Agency ("Agency") and PacifiCorp ("PacifiCorp") relating to their further evaluation and discussion of your possible involvement with _____ ("Counterparty") proposal submitted in response to the Utah Renewable Communities Request for Proposals ("2024 URC RFP") (collectively with Counterparty's proposal and all matters relating thereto, the "Project") and any subsequent negotiations regarding the terms of any agreement or agreements entered into with you or any other party in connection with the Project. The Agency and PacifiCorp will agree to enter into further discussions with you only upon your prior acknowledgement of these rights. "You" and similar words (whether or not capitalized) refer to the addressee of this letter, Counterparty, and any Project development entity or other affiliate of the addressee in any way involved in the Project.

The Agency and PacifiCorp are committed to following a fair process in selecting the winning proposal. However, the Agency reserves the right, in its sole discretion, to terminate the consideration of the Project and any discussions with you or any other parties (such as your lenders) relating to the Project at any time and for any reason without the Agency or PacifiCorp incurring any liability for costs or expenses incurred by you in the course of, or as a result of, your participation in the bidding process or negotiations respecting the Project, including but not limited to any costs or expenses related to or arising from the preparation or submission of your proposal, your legal fees, transmission or environmental studies or reviews, expenses of any third party incurred at your behest, your participation in discussions with the Agency or PacifiCorp, the Project, or any development costs incurred by you in connection with this process. The submission of a proposal by Counterparty and the Agency's decision to engage in further discussions with you does not constitute acceptance of the Project, and will not obligate the Agency to accept or to proceed further with the Project and does not obligate PacifiCorp to enter into a contract with You regarding the Project. The acceptance of any proposal and the commencement of the Project are contingent on a number of factors, including but not limited to financial and creditworthiness considerations, strategic decisions, resource planning, regulatory approvals, and the approval of the Agency and its Board and of PacifiCorp's board of directors and/or shareholders. Neither the Agency nor PacifiCorp makes any representation as to the likelihood of Counterparty's proposal being accepted or of the Project being commenced and, if the Agency or PacifiCorp decide not to accept Counterparty's proposal or the Project, you hereby fully and forever release and discharge the Agency and PacifiCorp of all liability whatsoever, whether arising from your alleged reliance

on the Agency's or PacifiCorp's acceptance of the Project or any part thereof or whether based upon any other action or claim in tort, contract, promissory estoppel, equity, negligence or intentional conduct, and neither the Agency nor PacifiCorp will be liable for any amount of liability or damages, including but not limited to any amounts for incidental, special, consequential or punitive damages.

The Agency and PacifiCorp each reserve the right to engage in discussions with multiple parties simultaneously with respect to this RFP or any other matter, and to accept or reject any type of proposal of any party in their sole discretion. The Agency also reserves the rights to reject all proposals relating to this RFP, and to pursue any other course it deems appropriate.

Neither the Agency nor PacifiCorp will have any obligations to you with respect to the Project unless and until the execution by all applicable parties of one or more definitive written agreements (the "Definitive Agreements") in form and substance satisfactory to the parties entering into such Definitive Agreements and then only to the extent stated therein. No contract will exist, nor will any contract be deemed to exist, whether by estoppel or otherwise, in any other way than execution and delivery (if ever) of the Definitive Agreements. The execution (if any) of any Definitive Agreements would be subject, among other things, to the satisfactory completion of due diligence by such parties as well as the satisfaction of applicable financial, environmental and other regulatory requirements as determined by the Agency and/or PacifiCorp. If the Agency or PacifiCorp selects the Project, then except as specifically set forth in the Definitive Agreements, neither the Agency nor PacifiCorp will have any obligations to you in the event that the Project or any part thereof is discontinued, cancelled, stopped, or terminated for any reason whatsoever, including without limitation financial or creditworthiness considerations concerning you or any contemplated source of Project-related funds, third-party delay or failure (with PacifiCorp's transmission function constituting a third party for purposes hereof), regulatory restrictions, transmission infrastructure restrictions, environmental or community challenges, or the Project is embargoed, restrained, subject to labor strike or lockout, destroyed, subject to terrorist attack or any other force beyond your control, is incapable of receiving required electricity transmission or network service, or is otherwise rendered impossible to complete by the times set forth in the Definitive Agreements for any other reason, whether your fault or not.

Whether or not the Project is commenced and Definitive Agreements executed, you will be responsible to pay your own fees and expenses, including without limitation legal fees and expenses, incurred in connection with the preparation, discussion and negotiation of the Project as well as the preparation, negotiation, execution and delivery of the Definitive Agreements and any other agreements or documents contemplated thereby, and PacifiCorp will not be responsible for any of those fees and expenses.

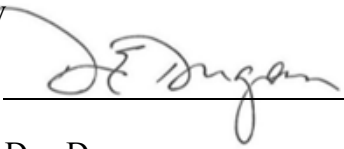
In the event of early termination of any Definitive Agreements executed as part of the Project due to termination of the Agency's Community Renewable Energy Program, PacifiCorp shall have no further obligations to you as the Counterparty, and the Agency, nor shall PacifiCorp be liable for any termination costs as a result of termination of any Definitive Agreements.

If the foregoing is acceptable, please indicate so by executing and dating this letter in the space indicated below.

Sincerely,

Agency

PacifiCorp

By:  _____

By: _____

Name: Dan Dugan

Name: _____

Title: Chair

Title: _____

Date: March 4, 2026

Date: _____

ACCEPTED AND AGREED:

[Insert Name of Party]

By: _____

Name: _____

Title: _____

Date: _____