

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

ENERGY DIVISION

**RESOLUTION E-5128
May 6, 2021**

**REDACTED
RESOLUTION**

Resolution E-5128. PacifiCorp long-term Purchase and Sale Agreement for Renewable Energy Credits with Escalante Solar III, LLC.

PROPOSED OUTCOME:

- This Resolution approves without modification PacifiCorp's long-term Renewable Energy Credit Purchase and Sale Agreement with Escalante Solar III, LLC (Escalante) as requested per Advice Letters 617-E/E-A.

SAFETY CONSIDERATIONS:

- The Purchase and Sale Agreement will not alter existing agreements or any facility operations.

ESTIMATED COST:

- Costs of the Purchase and Sale Agreement are confidential at this time.

By Advice Letter 617-E, Filed on June 5, 2020 and supplemental Advice Letter 617-E-A on March 9, 2021.

SUMMARY

This Resolution approves PacifiCorp's Renewable Energy Credit (REC) Purchase and Sale Agreement (Agreement) with Escalante Solar III, LLC (Escalante), executed in May 2020. The Agreement is for Portfolio Content Category (PCC) 3 RECs commencing from the effective date of the contract and continuing for a 10-year term. The Escalante Solar III facility is owned by Escalante and located in Milford, UT, in the PacifiCorp East Control Area. It began commercial

operations on August 17, 2016 and has been certified as RPS-eligible since October 12, 2017.

Generating Facility	Type	Term (Years)	Capacity (MW)	Annual Deliveries (RECs)	COD	Project Location
Escalante Solar III	Solar PV	10	80	30,000	8/17/2016	Milford, Utah

PacifiCorp is already procuring the energy associated with the RECs from Escalante Solar III under a qualifying facility contract and will continue to procure the energy separately under the same contract.

While PacifiCorp conducted a Request for Proposals in November 2019, the Agreement was negotiated bilaterally and PacifiCorp asserts in AL 617-E/E-A that the Escalante Solar III facility satisfies all of the preferred project characteristics of the November 2019 RFP.

PacifiCorp has elected early compliance with the 65 percent long-term contracting requirement. This Agreement is intended to contribute towards PacifiCorp meeting its RPS and long-term contracting requirements in the 2017-2020 and future Compliance Periods.

PacifiCorp's execution of the Agreement is consistent with PacifiCorp's 2018 Off-Year Supplement, which the CPUC approved in Decision (D.) 19-02-007. Additionally, RPS deliveries pursuant to the Agreement are reasonably priced and the related costs to PacifiCorp are fully recoverable in rates over the life of the Agreement, subject to CPUC review of PacifiCorp's administration of the Agreement.

BACKGROUND

Overview of the Renewables Portfolio Standard (RPS) Program

The California RPS program was established by Senate Bill (SB) 1078, and has been subsequently modified by SB 107, SB 1036, SB 2 (1X), SB 350 and SB 100.¹ The RPS program is codified in Public Utilities Code Sections 399.11-399.33.²

The RPS program administered by the CPUC requires each retail seller to procure eligible renewable energy resources so that the amount of electricity generated from eligible renewable resources be an amount that equals an average 33 percent of retail sales by December 31, 2020 and 60 percent by 2030, while also requiring all of the state's electricity to come from zero carbon resources by 2045.³

Additional background information about the CPUC's RPS Program, including links to relevant laws and CPUC decisions, is available at:

<http://www.cpuc.ca.gov/RPS/> and

http://www.cpuc.ca.gov/RPS_Decisions_Proceedings/.

NOTICE

Notice of AL 617-E was made by publication in the CPUC's Daily Calendar. PacifiCorp states that a copy of the Advice Letter was mailed and distributed in accordance with Section 4 of General Order 96-B.

PROTESTS

Advice Letters 617-E and 617-E-A were not protested.

¹ SB 1078 (Sher, Chapter 516, Statutes of 2002); SB 107 (Simitian, Chapter 464, Statutes of 2006); SB 1036 (Perata, Chapter 685, Statutes of 2007); SB 2 (1X) (Simitian, Chapter 1, Statutes of 2011, First Extraordinary Session); SB 350 (de León, Chapter 547, Statutes of 2015); SB 100 (de León, Chapter 312, Statutes of 2018), effective on January 1, 2019.

² All further statutory references are to the Public Utilities Code unless otherwise specified.

³ SB 100 (De León, Chapter 312, Statutes of 2018) effective on January 1, 2019.

DISCUSSION

PacifiCorp requests approval of a REC Purchase and Sale Agreement with Escalante Solar III, LLC.

On June 5, 2020, PacifiCorp filed AL 617-E requesting CPUC approval of a long-term RPS Purchase and Sale Agreement with Escalante for Category 3 RECs from the Escalante Solar III facility located in Milford, UT. PacifiCorp filed supplement AL 617-E-A on March 9, 2021 providing additional information on compliance with D.10-03-021 requirements.

Pursuant to the Agreement terms PacifiCorp will purchase a specific number of RECs at a specific price, as given in Confidential Attachment A.

PacifiCorp requests that the CPUC issue a resolution that:

1. Approves the Agreement between PacifiCorp and Escalante Solar III, LLC.
2. Allows recovery of PacifiCorp's full cost for the RECs purchased under the terms and conditions of the Renewable Energy Certificate Purchase and Sale Agreement, subject to prudent administration of the Agreement.

Energy Division evaluated the Agreement based on the following criteria:

- Consistency with CPUC rules on the purchase of RECs from a Qualifying Facility;
- Consistency with PacifiCorp's RPS Procurement Plan;
- Consistency with RPS Portfolio Need;
- Consistency with CPUC's bilateral Contracting Rules;
- Consistency with CPUC's least-cost best-fit requirements;
- Cost reasonableness;
- Consistency with RPS standard terms and conditions (STC);
- Consistency with portfolio content categories;
- Consistency with long-term contracting requirements;
- Compliance with the Interim Greenhouse Gas Emissions Performance Standard; and,
- Safety Considerations.

Consistency with CPUC rules on the purchase of RECs from a Qualifying Facility

Decision (D.)10-03-021, as modified by D.11-01-025, authorized the use of RECs for compliance with the California RPS. It also addressed PU Code Section

399.21(a)(6)⁴ concerning RECs from electricity purchase contracts executed after January 1, 2005 pursuant to Public Utility Regulatory Policies Act of 1978 (16 U.S.C. Sec. 2601, et seq.).

D.10-03-021, as modified by D.11-01-025, acknowledged that California's law regarding creation of RECs from California PURPA contracts does not alter the laws of other states regarding the creation and designation of ownership of RECs associated with energy from PURPA contracts with utilities in those states. Thus, RECs associated with energy from a PURPA contract between a QF and a utility, both located in a state in the WECC other than California, could be sold to a California RPS-obligated LSE for RPS compliance if all of the following conditions were met:

- The state with jurisdiction over the PURPA contract allows the creation of RECs that can be sold separately from the associated energy;
- The RECs have not been used as the basis of any green energy claims or for compliance with another state's RPS;
- The generation associated with the RECs is RPS-eligible;
- The CEC's rules for delivery of the energy associated with the RECs are met;
- The energy associated with the RECs was generated on or after January 1, 2008; and,
- The RECs are properly recorded in WREGIS.⁵

As noted above, the Agreement is for RECs associated with electricity generation that PacifiCorp is already procuring pursuant to a PURPA contract with an RPS-eligible facility located in Utah, and it was executed in May 2020. Thus, the Agreement must satisfy the criteria.

While consistency with all of the above criteria cannot be determined until final RPS compliance determination, such as if the RECs were properly recorded in WREGIS, several can be reviewed at this time. First, Utah is the state with jurisdiction over the PacifiCorp's PURPA contract and Utah Code § 54-17-602 states that the facility retains ownership of the REC and the disposition of RECs has been previously ruled as "a contractual issue between the qualifying facility

⁴ Previously numbered as PU Code Section 399.16(a)(6)

⁵ D.10-03-021 p. 69.

and PacifiCorp.”⁶ Second, Escalante is registered with WREGIS, whose operating rules include the attestation that 100% of generation output be reported to and tracked by WREGIS. As the RECs have not been retired, they have not been used as the basis for any green energy claims or for compliance with another state's RPS requirement. Third, the Escalante Solar III facility is certified as RPS-eligible, and the Agreement is predicated on the facility retaining eligibility. Fourth, the delivery requirement is no longer applicable.⁷ Fifth, energy generation can only occur after January 1, 2008 given that the facility did not begin operation until 2016. The sixth point cannot be confirmed prior to generation of the RECs and verification by the CEC, but the Escalante Solar III facility is registered with and tracked by WREGIS, and certificate transfer in WREGIS is required as part of the Agreement and thus it should be able to comply.

As such, although RPS compliance cannot be conclusively determined at this time, it appears that the RECs that would be procured because of the Agreement would be able to comply with the six bulleted criteria.

As such, the Agreement with Escalante is consistent with CPUC rules regarding the purchase of RECs from Qualifying Facilities outside the state of California as established in D.10-03-021 and modified by D.11-01-025.

Consistency with PacifiCorp’s RPS Procurement Plan

Per SB 2 1X⁸, Small and Multi-jurisdictional Utilities (SMJUs) such as PacifiCorp may use an Integrated Resource Plan (IRP) prepared for regulatory agencies in other states to satisfy the RPS procurement plan requirement, so long as the IRP meets PUC §399.17(d) requirements. In D.08-05-029, issued May 30, 2008, the CPUC authorized PacifiCorp to use its IRP, supplemented with annual filings, to fulfil the requirement to prepare a renewable energy procurement plan. SMJUs were also directed to file a supplement in years in which the IRP is filed in other jurisdictions (on-year supplement) as well as years in which an IRP is not filed (off-year supplement). Accordingly, PacifiCorp filed its 2018 Off-Year Supplement to its 2017 IRP on October 8, 2018.

⁶ *Monticello Wind Farm, LLC v. Public Service Commission of Utah* (Utah 2019) 449 P.3d 128, 142; see also, *In Re PacifiCorp* (Oct. 31, 2005) No. 03-035-14, 2005 WL 3710324 (“REC ownership is a contractual issue between the QF and the Company.”).

⁷ “Delivery” requirement for RPS eligibility was repealed in D.11-12-052.

⁸ Simitian, Stats. 2011, ch. 1.

Pursuant to statute, PacifiCorp's 2018 Off-Year Supplement includes: an assessment of supply and demand; description of potential RPS compliance delays; status update of projects within its RPS portfolio; and an assessment of the project failure and delay risk within its RPS portfolio.

The 2018 Off-Year Supplement also included PacifiCorp's plan to procure and use PCC 3 "unbundled" RECs for California RPS compliance as needed. PacifiCorp asserts that as a SMJU they are not restricted by the portfolio content category limitations and plan to use "PCC 3 RECs to meet its RPS obligations as needed consistent with D.11-01-025." The CPUC accepted this approach, finding in D.19-02-007 that the 2017 IRP and 2018 Off-Year Supplement were consistent with CPUC requirements.

As such, the Agreement is consistent with PacifiCorp's 2018 Off-Year Supplement.

Consistency with RPS Portfolio Need

As noted in its 2018 Off-Year IRP Supplement and 2019 On-Year IRP Supplement, PacifiCorp forecasts a deficit with respect to California RPS requirements. PacifiCorp asserts in AL 617-E/E-A that the procurement quantity sought under this Agreement is sufficient to comply with California RPS requirements as shown in confidential Appendix A. As the procurement is for PCC 3 RECs, it will not affect PacifiCorp's power procurement or resource portfolio needs.

As the Agreement is long-term, it will help ensure PacifiCorp satisfy its long-term contracting obligation.

Bilateral Contracting

The CPUC has developed guidelines pursuant to which utilities may enter into bilateral RPS contracts. In D.03-06-071, the CPUC authorized entry into bilateral RPS contracts provided that such contracts did not require Public Goods Charge funds and that they were "prudent." In D.06-10-019, the CPUC established rules pursuant to which the IOUs could enter into bilateral RPS contracts. PacifiCorp adhered to these bilateral contracting rules because the Agreement with Escalante is longer than one month in duration, was filed by advice letter, and is reasonably priced.

In D.09-06-050, the CPUC also determined that bilateral agreements should be reviewed according to the same processes and standards as projects that come through a solicitation. Accordingly, as described above, the Agreement with Escalante was considered against RPS offers received in PacifiCorp's November, 2019 RPS solicitation.

As such, the Agreement with Escalante is consistent with the bilateral contracting guidelines established in D.06-10-019 and D.09-06-050.

Consistency with CPUC's Least-Cost Best-Fit requirements

In D.04-07-029, the CPUC directs the utilities to use certain criteria in their Least-Cost Best-Fit (LCBF) selection of renewable resources. The decision offers guidance regarding the process by which the utility ranks bids in order to select or "shortlist" the bids with which it will commence negotiations. Further, in D.10-03-021, as modified by D.11-01-025, the CPUC noted that utilities should explain in their advice letters seeking approval of REC-only contracts their methodology for evaluating the contracts.

In AL 617-E, PacifiCorp states that it compared the Agreement to results from a recent PacifiCorp solicitation and "the terms of the Agreement proved to be significantly better" than any of the solicitation bids.

Thus, AL 617-E/E-A is consistent with D.10-03-021, as modified, regarding providing the methodology for evaluating a REC-only contract.

Cost reasonableness

The CPUC's reasonableness review for RPS contract prices includes comparisons of proposed contracts to recent RPS solicitations and contracts executed in the 12 months prior to the proposed contracts execution date. Although the price from Escalante was bilaterally negotiated and not the direct result of a solicitation, PacifiCorp's November, 2019 RFP included soliciting long-term unbundled RECs, and as PacifiCorp asserts, the Escalante price was lower than the best long-term REC bid received for that RFP.

We determine that the Agreement's costs are reasonable.

For more information on the cost reasonableness analysis see Confidential Appendix A for a detailed discussion.

The total expected costs of the Agreement are reasonable based on its prices relative to PacifiCorp's recent solicitation.

Provided that the RECs are from an eligible renewable energy resource, payments made by PacifiCorp pursuant to the Agreement are fully recoverable in rates over the life of the Agreement, subject to CPUC review of PacifiCorp's administration of the Agreement.

Compliance with RPS Standard Terms and Conditions

The CPUC adopted a set of standard terms and conditions (STCs) required in RPS contracts, five of which are considered "non-modifiable." The STCs were compiled in D.08-04-009 and subsequently amended in D.08-08-028, D.10-03-021, as modified by D.11-01-025, and D.13-11-024.

The Agreement includes all of the CPUC adopted RPS "non-modifiable" standard terms and conditions, as set forth in D.08-04-009, D.08-08-028, and D.10-03-021, as modified by D.11-01-025 and D.13-11-024.

Consistency with portfolio content categories

In D.11-12-052, we defined and implemented portfolio content categories for the RPS program. In addition, we authorized the Director of Energy Division to require the investor-owned utilities to provide information regarding the proposed contract's portfolio content category classification in each advice letter seeking CPUC-approval of an RPS contract. The purpose of the information is to allow the CPUC to evaluate the claimed portfolio content category of the proposed RPS contract and the risks and value to ratepayers if the proposed contract is subsequently classified as a different portfolio content category. D.11-12-052 also affirmed that small and multi-jurisdictional utilities meeting the criteria set out in Section 399.18(b) and Section 399.17(b) are not subject to the requirements and limitations of procurement from each portfolio content category.

In AL 617-E/E-A, PacifiCorp claims that the procurement pursuant to the Agreement will be classified as Portfolio Content Category 3. To support its claim, PacifiCorp states that the products being purchased are unbundled RECs and that the RECs will be associated with energy generated from a certified RPS-eligible facility.

Consistent with D.11-12-052, PacifiCorp provided information in AL 617-E/E-A regarding the expected portfolio content category classification of the renewable energy credits procured pursuant to the Agreement.

In this resolution, however, the CPUC makes no determination regarding the proposed agreements' portfolio content category classification because RPS contract evaluation process is a separate process from the RPS compliance determination and portfolio content category classification which requires consideration of several factors based on various showings in a compliance filing⁹. Thus, making a portfolio content classification determination in this resolution regarding the procurement considered herein is not appropriate. PacifiCorp should incorporate the procurement resulting from the Agreement and all applicable supporting documentation to demonstrate portfolio content category classification in the appropriate compliance showing(s) consistent with all applicable RPS program rules.

Consistency with long-term contracting requirements

D.12-06-038 established a minimum quantity condition on the ability of retail sellers to count an eligible contract of less than 10 years duration for compliance with the RPS program. D.17-06-026 implemented new rules for long-term contracts and excess procurement for all Compliance Periods beginning 2021, and provided a means for retail sellers to comply with the new rules in the 2017-2020 Compliance Period if they chose to.

As PacifiCorp elected for early compliance, it must demonstrate that at least 65 percent of the RECs that it counts toward compliance with its RPS Procurement Quantity Requirement in the 2017-2020 Compliance Period are associated with contracts for eligible renewable energy resources that are long-term (10 or more years in duration).

Because the Agreement is 10 years in duration, it will contribute towards PacifiCorp' RPS long-term contracting requirements pursuant to D.12-06-038 and D.17-06-026.

⁹ D.11-12-052, pp. 8, 12.

Compliance with the Interim Greenhouse Gas Emissions Performance Standard

Sections 8340 and 8341 require that the CPUC consider emissions costs associated with new long-term (five years or greater) baseload power contracts procured on behalf of California ratepayers.

D.07-01-039 adopted an interim EPS that establishes an emission rate for obligated facilities at levels no greater than the greenhouse gas emissions of a combined-cycle gas turbine power plant. Generating facilities using certain renewable resources are deemed compliant with the EPS.

Section 8341(d)(9) allows an alternate compliance mechanism for an electrical corporation that provides electric service to 75,000 or fewer retail end-use customers in California. This alternate requires a showing by the electrical corporation of both of the following:

- (A) A majority of the electrical corporation's retail end-use customers for electric service are located outside of California; and,
- (B) The emissions of greenhouse gases to generate electricity for the retail end-use customers of the electrical corporation are subject to a review by the utility regulatory commission of at least one other state in which the electrical corporation provides regulated retail electric service.

Approximately 45,000 out of PacifiCorp's 1.8 million customers are in California, satisfying criteria (A).

Pursuant to D.07-01-039, an electrical corporation satisfies criteria (B) when any of the following occur: 1) a state jurisdiction requires the utility to review and report on the potential impacts of different carbon policies within its Integrated Resource Planning process; 2) when it requires the utility to disclose its greenhouse gas emissions or expected change in overall emissions as a result of changes to its portfolio, including new capacity additions; or 3) when a state jurisdiction adopts rules specifically regulating emissions of greenhouse gases from electricity generating facilities.

D.07-01-039 concluded that PacifiCorp met the alternative compliance requirements, but further required that multi-jurisdictional utilities file annual

advice letters annually on February 1 attesting that they continue to meet the alternative compliance requirements.

PacifiCorp filed its most recent annual filing on February 16, 2021, which was subsequently approved.

As such, PacifiCorp satisfies the Interim Emissions Performance Standard alternate compliance mechanism.

Safety Considerations

California PU Code §451 requires that every public utility maintain adequate, efficient, just, and reasonable service, instrumentalities, equipment and facilities to ensure the safety, health, and comfort of the public.

The Agreement is for the sale of "unbundled" PCC 3 RECs and does not alter existing power purchase agreements or any facility operations. Based on the information provided, the agreement does not appear to result in any adverse safety impacts on the facilities or operations of PacifiCorp.

RPS ELIGIBILITY AND CPUC APPROVAL

Pursuant to Pub. Util. Code § 399.25, the CEC certifies eligible renewable energy resources. Generation from a resource that is not CEC-certified cannot be used to meet RPS requirements. To ensure that only CEC-certified energy is procured under a CPUC-approved RPS contract, the CPUC has required standard and non-modifiable "eligibility" language in all RPS contracts. That language requires a seller to warrant that the project qualifies and is certified by the CEC as an "Eligible Renewable Energy Resource," that the project's output delivered to the buyer qualifies under the requirements of the California RPS, and that the seller use commercially reasonable efforts to maintain eligibility should there be a change in law affecting eligibility.¹⁰

The CPUC requires a standard and non-modifiable clause in all RPS REC-only contracts that requires "CPUC Approval" of an agreement to include an explicit finding that "any procurement pursuant to this Agreement is procurement from an eligible renewable energy resource for purposes of determining Buyer's compliance with any obligation that it may have to procure eligible renewable

¹⁰ See, e.g. D. 08-04-009 at Appendix A, STC 6, Eligibility.

energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 et seq.), D.11-12-020 and D.11-12-052, or other applicable law.”¹¹

Notwithstanding this language, the CPUC has no jurisdiction to determine whether a project is an eligible renewable energy resource, nor can the CPUC determine prior to final CEC certification of a project, that “any procurement” pursuant to a specific contract will be “procurement from an eligible renewable energy resource.”

Therefore, while we include the required finding here, this finding has never been intended, and shall not be read now, to allow the generation from a non-RPS eligible resource to count towards an RPS compliance obligation. Nor shall such a finding absolve a seller from its obligation to obtain CEC certification or absolve the purchasing utility of its obligation to enforce compliance with Standard Term and Condition 6, set forth in Appendix A of D.08-04-009 and included in the Agreement. Such contract enforcement activities shall be reviewed pursuant to the CPUC’s authority to review the administration of such contracts.

CONFIDENTIAL INFORMATION

The CPUC, in implementing Pub. Util. Code § 454.5(g), has determined in D.06-06-066, as modified by D.07-05-032, that certain material submitted to the CPUC as confidential should be kept confidential to ensure that market sensitive data does not influence the behavior of bidders in future RPS solicitations. D.06-06-066 adopted a time limit on the confidentiality of specific terms in RPS contracts. Such information, such as price, is confidential for three years from the date the contract states that deliveries begin, except contracts between IOUs and their affiliates, which are public.

The confidential appendices, marked “[REDACTED]” in the public copy of this resolution, as well as the confidential portions of the advice letter, should remain confidential at this time.

¹¹ See, e.g. D. 08-04-009 at Appendix A, STC 1, CPUC Approval.

COMMENTS

This is an uncontested matter in which the resolution grants the relief requested. Accordingly, pursuant to PU Code 311(g)(2), the otherwise applicable 30-day period for public review and comment is being waived.

FINDINGS

1. The Agreement is consistent with CPUC rules regarding the purchase of RECs from Qualifying Facilities as established in D.10-03-021 and modified by D.11-01-025.
2. The Agreement is consistent with PacifiCorp's 2018 Off-Year Supplement.
3. The Agreement is consistent with the bilateral contracting guidelines established in D.06-10-019 and D.09-06-050.
4. AL 617-E/E-A is consistent with D.10-03-021, as modified, regarding providing the methodology for evaluating a REC-only contract.
5. The price and total expected costs of the Agreement are reasonable based on the bids received in PacifiCorp's contemporaneous solicitation.
6. Provided that the Renewable Energy Credits are compliant with Standard Term and Condition 6, set forth in Appendix A of D.08-04-009 and included in the Agreement, payments made by PacifiCorp pursuant to the Agreement are fully recoverable in rates over the life of the Agreement, subject to CPUC review of PacifiCorp's administration of the Agreement and any other conditions contained herein or required by law.
7. The Agreement includes the CPUC-adopted RPS standard terms and conditions including those deemed "non-modifiable".
8. Consistent with D.11-12-052, PacifiCorp provided information in AL 617-E/E-A regarding the expected portfolio content category classification of the RECs procured pursuant to the Agreement.
9. The CPUC makes no determination regarding the proposed Agreements' Portfolio Content Classification because RPS contract evaluation process is a separate process from the RPS compliance determination and portfolio content category classification.

10. Because the Agreement is 10 years in duration, it will contribute towards PacifiCorp's RPS long-term contracting requirement per D.12-06-038 and 17-06-026.
11. PacifiCorp satisfies the Interim Emissions Performance Standard alternate compliance mechanism criteria.
12. Procurement pursuant to the Agreement is procurement from an eligible renewable energy resource for purposes of determining PacifiCorp's compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (*Public Utilities Code Section 399.11 et seq.*), D.11-12-020 and D.11-12-052, or other applicable law.
13. The immediately preceding finding has never been intended and shall not be read to allow generation from a non-RPS eligible renewable energy resource under the Agreement to count towards an RPS compliance obligation absent CEC certification. Nor shall that finding absolve PacifiCorp of its obligation to obtain CEC certification or the utility of its obligation to enforce compliance with the Agreement or pursue remedies for breach of contract.
14. The confidential appendices, marked "[REDACTED]" in the public copy of this resolution, as well as the confidential portions of the advice letter, should remain confidential at this time.
15. AL 617-E/E-A should be approved without modification.

THEREFORE IT IS ORDERED THAT:

1. PacifiCorp's request to enter into a Purchase and Sale Agreement for Renewable Energy Credits with Escalante Solar III, LLC, as requested in Advice Letters 617-E/E-A, is approved without modification.

This Resolution is effective as of May 6, 2021.

I certify that the foregoing resolution was duly introduced, passed and adopted at a conference of the Public Utilities Commission of the State of California held on May 6, 2021; the following Commissioners voting favorably thereon:

/s/ Rachel Peterson

RACHEL PETERSON
Executive Director

MARYBEL BATJER
President

MARTHA GUZMAN ACEVES
CLIFFORD RECHTSCHAFFEN
GENEVIEVE SHIROMA
DARCIE HOUCK
Commissioners

CONFIDENTIAL APPENDIX A

Evaluation Summary of the Agreement with Escalante Solar III, LLC

[REDACTED]