AGENDA
BENTON COUNTY PUBLIC UTILITY DISTRICT NO. 1
COMMISSION MEETING

Wednesday *September 10, 2019* *9:00 a.m.*
2721 West 10th Ave., Kennewick

1. Pledge of Allegiance

2. Public Comment
Public in attendance should read the "Guidelines for Public Participation at Commission Meetings", available the day of the meeting, or at www.bentonpud.org, Guidelines.

3. Treasurer's Report *(pg.3)*

4. **APPROVAL OF CONSENT AGENDA**
(All matters listed within the Consent Agenda have been distributed to each member of the Commission for reading and study, are considered to be routine, and will be enacted by one motion of the Commission with no separate discussion. If separate discussion is desired by any member of the Commission, that item will be removed from the Consent Agenda and placed on the Regular Agenda by request.)

a) Commission Minutes of August 27, 2019. *(pg.6)*
b) Periodic Travel Report dated September 10, 2019. *(pg.10)*
c) Vouchers dated September 10, 2019. *(pg.11)*
d) City of Benton City, Interlocal Agreement, City-Owned Street Light Maintenance. *(pg.30)*
e) #2 – 15kv URD Cable, Bid Package No. 19-13, Contract Award Recommendation. *(pg.35)*
f) DJ's Electrical, Contract Change Order, extend term of contract and increase not-to-exceed amount. *(pg.38)*
g) City of Kennewick, Contract Change Order, extend contract term. (Franchise Agreement). *(pg.41)*

5. **REPORT FROM MANAGEMENT**

6. **BUSINESS AGENDA**

a) Energy Conservation Payment Approval
Action Item/Kent Zirker *(pg.44)*

b) Benton City Substation Rebuild, Contract Award Recommendation
Action Item/Evan Edwards *(pg.47)*

c) RPS Advisors, Firm Renewable Energy Credits (RECs), RFP Contract Award
Action Item/Chris Johnson *(pg.51)*

d) Resolution No. 2514, Amending Retail Electric Rate Schedules
Action Item/Jon Meyer *(pg.121)*

e) Strategic Planning Session – Broadband Business Planning *(pg.185)*
Action Item/Chris Folta/Dave Spencer and Rich Nall, Northwest Open Access Network

7. Other Business

8. Future Planning

9. Meeting Reports

10. Executive Session

(To request an accommodation to attend a commission meeting due to a disability, contact conoverm@bentonpud.org, or call (509) 582-1227, and the District will make every effort to reasonably accommodate identified needs.)

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON CO., WA.

TREASURER'S REPORT TO COMMISSION FOR AUGUST 2019

Sep 4, 2019

Final

REVENUE FUND:		RECEIPTS	DISBURSEMENTS	BALANCE
08/01/19	**Cash Balance**			$ 3,497,500.11
	Collections	$ 14,790,768.62		
	Investments Matured	4,012,118.03		
	Miscellaneous - BAB's Subsidy	-		
	Transfer from Debt Service Fund	-		
	EFT Taxes		$ 798,398.34	
	Checks Paid		872,637.79	
	Debt Service to Unrestricted		-	
	Debt Service to Restricted		512,118.03	
	Investments Purchased		6,088,321.29	
	Deferred Compensation		115,986.03	
	Department of Retirement Systems		226,050.65	
	Purchase Inv		-	
	Special Fund-Construction Funds		-	
	Purchased Power		9,124,903.68	
	Direct Deposit - Payroll & AP		2,451,296.28	
	Credit Card Fees		29,776.83	
	Miscellaneous - Rent Payments for BPA & EN		20,993.90	
	Sub-total	$ 18,802,886.65	$ 20,240,482.82	
08/31/19	**Cash Balance**			$ 2,059,903.94

Investment Activity	Balance 08/01/19	Purchased	Matured	LGIP Interest	Balance 08/31/19
	$48,782,692.70	6,512,118.03	4,012,118.03	$88,321.29	$51,371,013.99

Check Activity	Balance 08/01/19	Issued	Redeemed	Cancelled*	Balance 08/31/19
	$408,493.61	$690,785.76	$872,637.79	$14,298.03	$212,343.55

Unrestricted Reserves:	08/01/19	08/31/19	Change
Minimum Operating Reserves (90 DCOH) Incl. RSA (1)	$ 36,467,640.00	$ 36,521,190.00	$ 53,550.00
Designated Reserves (Bond Insurance Replacement)	2,612,152.17	2,612,152.17	-
Designated Reserves (Customer Deposits Account)	1,900,000.00	1,900,000.00	-
Designated Reserves (Power Market Volatility Account)	3,679,127.54	3,679,127.54	-
Designated Reserves (Special Capital Account)	-	-	-
Undesignated Reserves (DCOH 9 days) (2)	3,102,053.87	3,687,110.96	585,057.09
Unrestricted Reserves Total	47,760,973.58	48,399,580.67	**638,607.09**
DCOH - Based on Forecast (Unrestricted Reserves Total)	118	119	
Restricted Reserves:			
Bond Reserve Account	1,107,865.13	1,107,865.13	-
Bond Redemption Accounts	$3,411,354.09	$3,923,472.12	512,118.03
Restricted Reserves Total	**4,519,219.22**	**5,031,337.25**	**512,118.03**
TOTAL RESERVES	$ 52,280,192.80	$ 53,430,917.92	$ 1,150,725.12

(1) RSA (Rate Stabilization Account): $7,500,000.00

(2) Undesignated Reserves are periodically reviewed to reallocate to the Designated Reserve accounts

Prepared by: **Keith Mercer, Treasurer**

Certified by: **Jon Meyer, Auditor**

CASH & INVESTMENTS SUMMARY

as of August 31, 2019

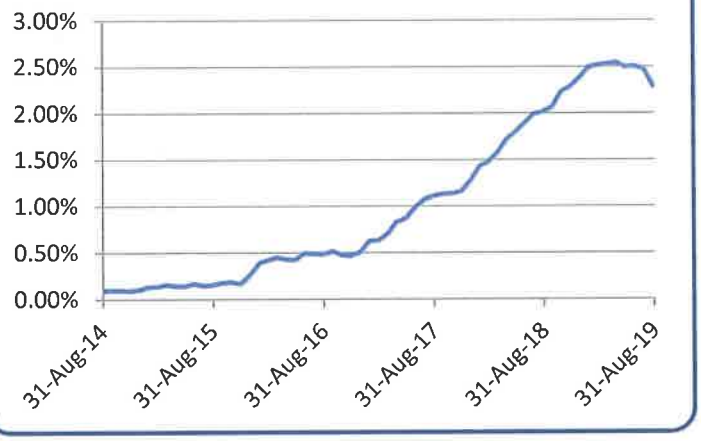
Average Weighted Yield	2.216%
Average Days to Maturity	13

	Maturity Date	Investment Instrument	Financial Institution	Call Provisions	Yield	Investment Date	Amount
1	15-Nov-19	FHLB	* Morgan Stanley	Bullet	1.36%	17-Nov-16	2,000,876
2	19-Dec-19	FFCB	* Piper Jaffray	Bullet	1.95%	22-Dec-17	743,423
3	30-Mar-20	FNMA	* TimeValue	Quarterly call beg. 3/30/17	1.50%	17-Nov-16	1,991,700
					TOTAL SECURITIES		4,735,999
	Daily	LGIP**		N/A	2.288%	Varied	46,635,016
					TOTAL INVESTMENTS		51,371,014
					CASH		2,059,904
					TOTAL CASH & INVESTMENTS		**$ 53,430,918**

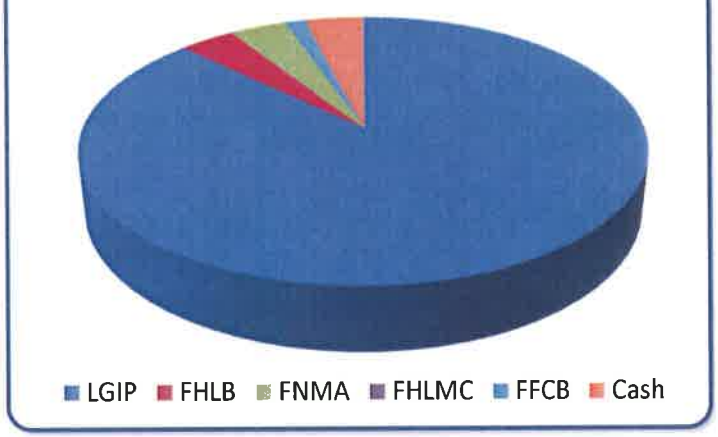
** Held in custody at Wells Fargo Bank*

*** Local Government Investment Pool*

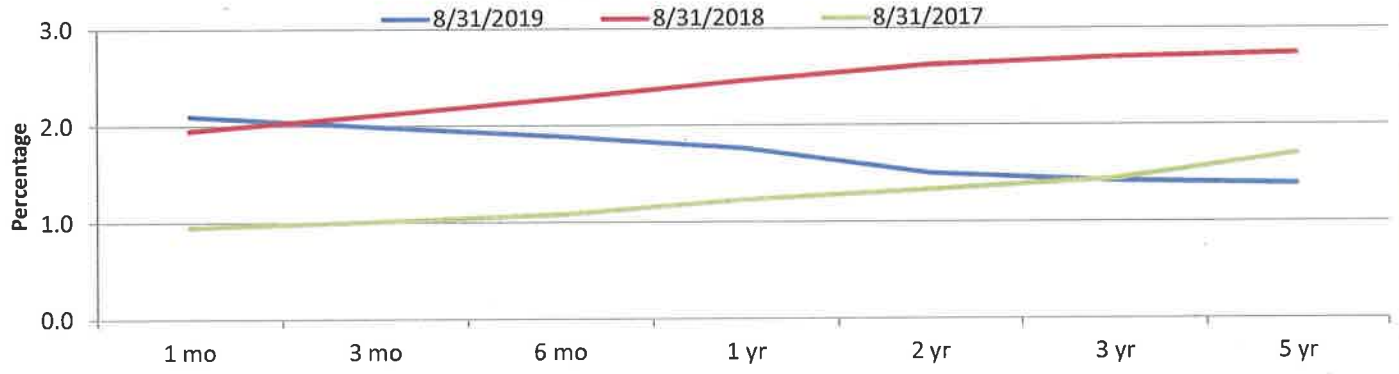
Historical LGIP Rate



Investment Portfolio



Daily Treasury Yield Curve

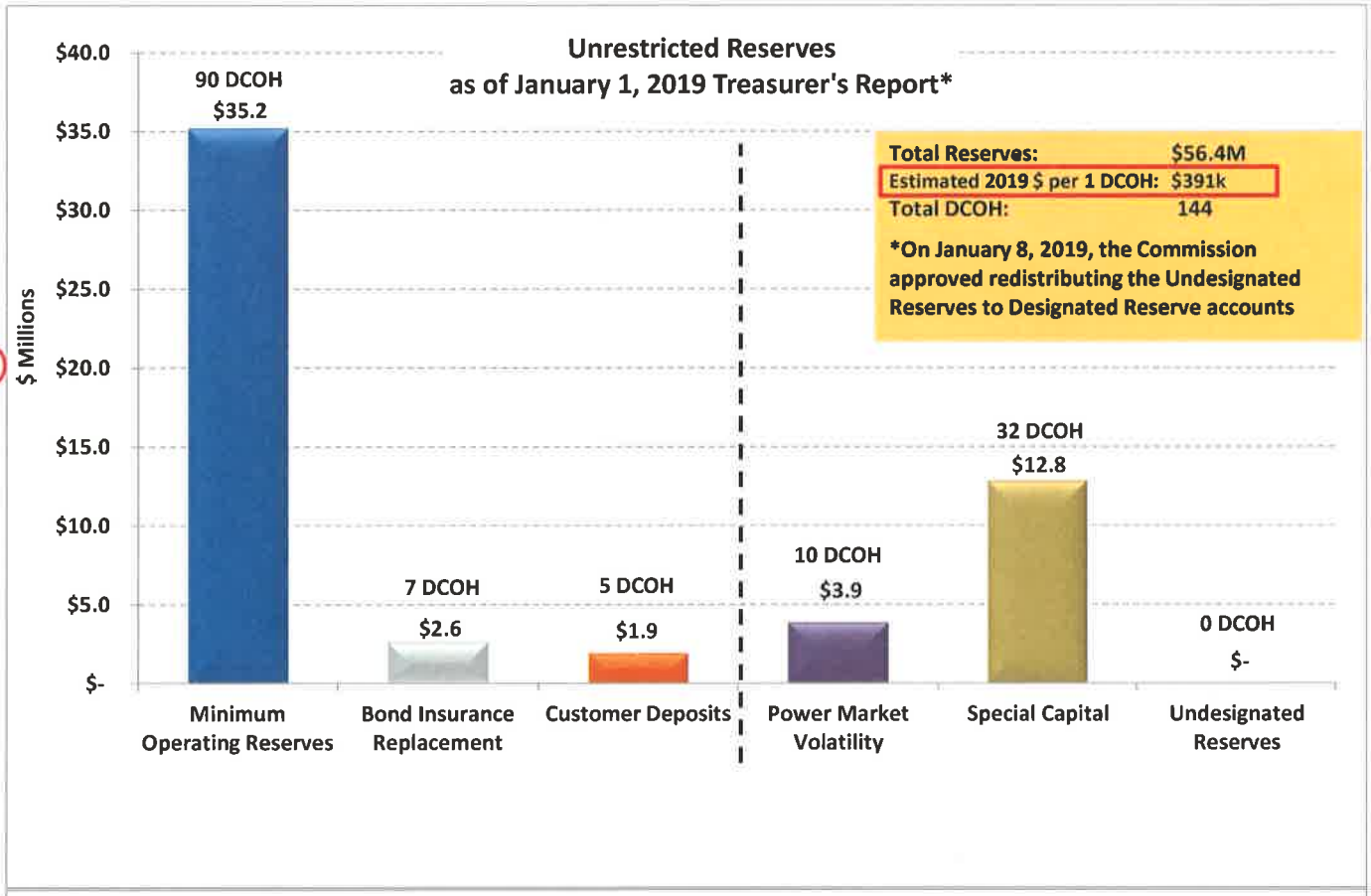


Source: http://www.ustreas.gov/offices/domestic-finance/debt-management/interest-rate/yield.shtml

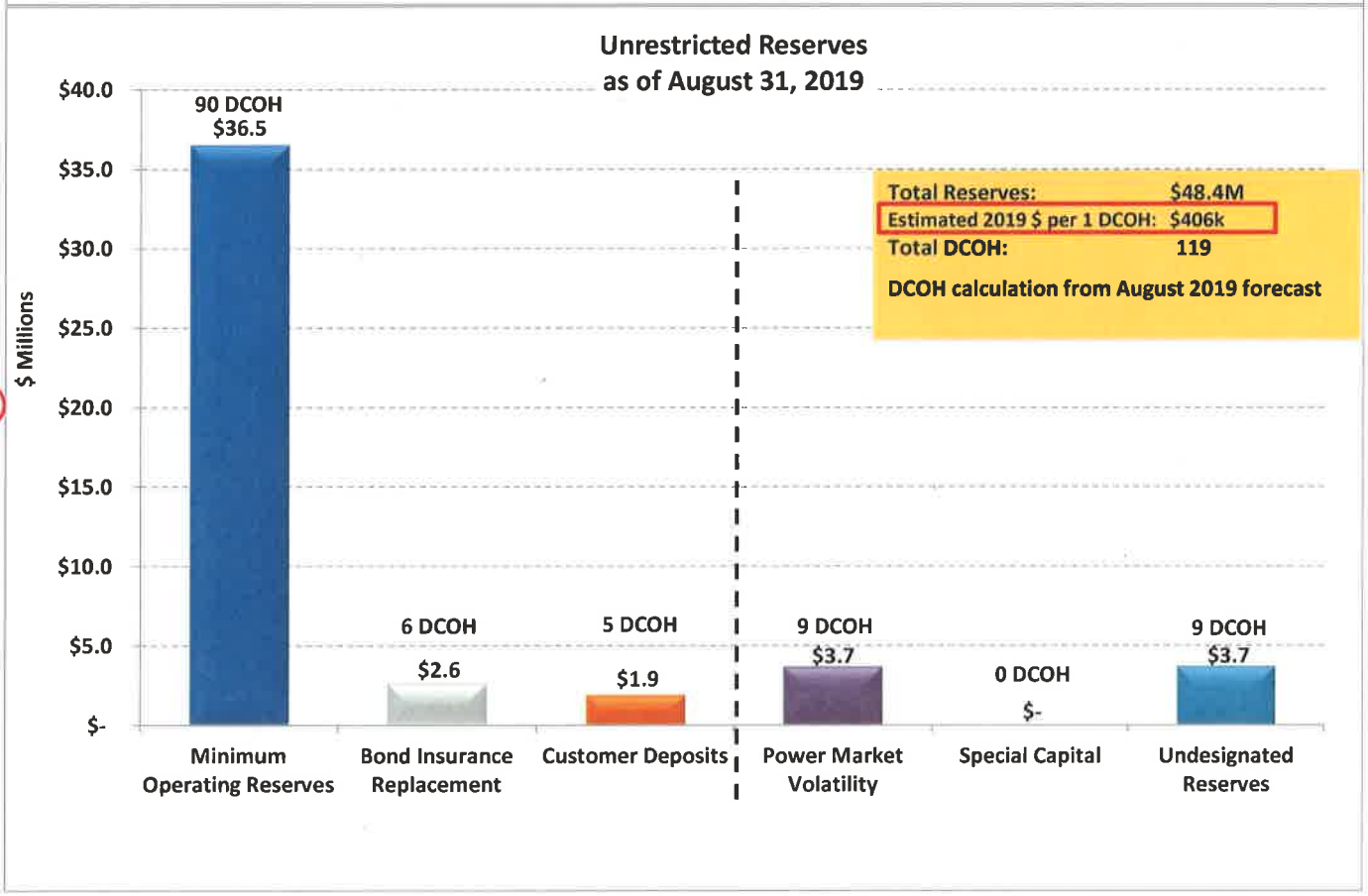
		2019					2020											2021										
		A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
2,000,876	1-FHLB	1.36%																												
743,423	2-FFCB	1.95%																												
1,991,700	3-FNMA	C*					1.50%																							

Unrestricted Reserves and Days Cash on Hand (DCOH)

#1



#2



PUBLIC UTILITY DISTRICT NO. 1
OF
BENTON COUNTY

Date: August 27, 2019
Time: 9:00 a.m.
Place: 2721 West 10th Avenue, Kennewick, Washington

Present:
Commissioners Hall and Bush
General Manager Bartram
Legal Counsel Hultgrenn
Assistant General Manager Hunter
Senior Director of Engineering & Power Management Dunn
Director of Finance and Business Services Meyer
Director of IT and Broadband Services Folta
Manager of Human Resources Conover
Manager of Communications and Governmental Relations Henderson
Manager of Contracts and Purchasing Ochweri
Manager of Conservation & Renewable Energy Programs Johnson
Director of Customer Programs & Services Ball
Manager of Power Contract & Analytics White
Manager of Risk Management & Treasury Mercer
Manager of Accounting Zirker
Supervisor of Executive Administration Cole
Superintendent of Support Services Schafer
Executive Assistant Schlekewey
Human Resources Generalist Sidwell
Customer Service Programs Analyst Demory

Excused: Commissioner Lori Sanders

Guest: Isaac Kastama, Water Street Public Affairs

The Pledge of Allegiance was given.

Commission President Jeff Hall excused Commissioner Lori Sanders from today's commission meeting.

Safety Incentive Program – End of Program Year 2018-2019 Recap
General Manager thanked Safety Committee team members for their work on a successful first year program under the District's new safety incentive program. Executive Assistant, Human

Resources Generalist and Customer Service Programs Analyst distributed a handout and discussed statistics and employee involvement in the new program and stated they considered it a big success.

General Manager recommended the Commission remove Consent Agenda Item No. 4e, RPS Advisors, Contract Award Recommendation, and add it to the end of the Business Agenda for discussion. The Commission concurred with the General Manager's recommendation.

Consent Agenda

Motion by Barry Bush, seconded by Jeff Hall, removing Consent Agenda Item No. 4e, RPS Advisors from the Consent Agenda, and approving the amended Consent Agenda as follows:

a) Approving minutes of the regular Commission Meeting of August 13, 2019.

b) Approving the Periodic Travel Report dated August 27, 2019.

c) Approving Vouchers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing made available to the Commission. As of this date, the Commission does approve the following for payment: Accounts Payable: Automated Clearing House (DD) payments 75871-75931 in the total amount of $960,277.55, Checks & Customer Refund payments (CHK) 76903-76932 76934-76970 in the total amount of $364,946.81, Electronic Fund Transfer (WIRE) payments 5012-5026 in the total amount of $1,212,615.81; Residential Conservation Rebates Credits on Customer Accounts in the total amount of $570.00; Purchase Card Detail for July 2019; Payroll: Direct Deposit 08/08/19 75714-75870 in the total amount of $350,059.50, for a grand total of $2,888,469.67. Voided checks in the total amount of $800.00 were included on the report.

d) Adopting Resolution No. 2513 declaring certain vehicles surplus to District needs according to the laws of the state of Washington, Title 54, RCW 54.16.180, and authorizing the General Manger, on behalf of the District, to dispose of same.

e) Removed from consideration (RFP Contract Award No. 19-51-03, RPS Advisors).

f) Authorizing the General Manager, on behalf of the District, to sign Change Order No. 27 of Contract No. 06-51-11 with TEA, to enter into a 24-month power sales transaction, in substantially the form presented, to sell District White Creek (energy only) purchases to Powerex Corp. (Powerex) beginning October 1, 2019 at ICE Daily Index (Heavy and light load hours) less $6.25/MWh of Schedule Quantity with an Energy Price floor of $0.

g) Authorizing the General Manager, on behalf of the District, to sign a contract with Silverbow Roofing, Inc., Contract No. 19-38-03, to remove and install a new roof on the Administration Building, for a not-to-exceed amount of $201,344.00, including Washington State sales tax.

h) Approving Check No. 76933 to Bauder Construction, Inc. in the amount of $1,042.43 for New Construction Home Rebate.
MOTION CARRIED.

Management Report

Assistant General Manager:

1. The Commission was updated on an accident involving contact with a distribution line by a contractor's construction truck. There were no injuries related to the accident.

Senior Director of Engineering and Power Management:

1. The Commission was updated on California resource adequacy deficiencies, and a graph was handed out and briefly discussed.

Director of Finance:

1. A recap was given on the two customer rate meetings held on Wednesday, August 21, 2019. A draft resolution and attached rate schedules were distributed and Director noted that Schedule 100 was being removed from the new rate schedules. The final proposed resolution will be brought to the September 10, 2019 commission meeting for consideration. One customer who attended the evening meeting requested an additional meeting with the General Manager, and that meeting has been scheduled.

Director of IT and Broadband Services:

1. The Commission was updated on a meeting with a national telecommunications carrier regarding potential site locations for future installations of advanced wireless technology or small cells.
2. The Commission was updated on the District's mandatory response to an issued Level 2 North American Electric Reliability Corporation (NERC) Alert pertaining to potential supply chain vulnerabilities for hardware and software systems that participate as part of the Bulk Electric System.

Manager of Communications and Governmental Relations:

1. District employees and their families participated in the Benton Franklin Fair parade, and employees also handed out safety information at the Fair throughout the week.

2019 Legislative Recap – Water Street Public Affairs

Mr. Kastama gave a presentation on the 2019 Legislative Session and a brief discussion was held.

At 10:20 a.m., Commission President Jeff Hall announced that the commission meeting would recess for 15 minutes.

At 10:35 a.m., Commission President Jeff Hall announced that the commission meeting would reconvene into regular open public session.

July 2019 Financials
Manager of Accounting reviewed the July 2019 financial statements.

RPS Advisors, Contract Award Recommendation, Renewable Energy Credits (Deferred Consent Agenda Item 4e)
General Manager acknowledged an e-mail received by the Commission from a proposer relative to a Request for Proposal (RFP) for the purchase of renewable energy credits. Manager of Conservation & Renewable Energy Programs, and Manager of Contracts and Purchasing distributed an amended recommendation memo addressing more detail relative to the questions addressed in the e-mail and provided information to the Commission relating to the staff recommendation awarding the contract to RPS Advisors.

General Manager recommended that this agenda item be brought to the next commission meeting when all Commissioners are present for further consideration.

Future Planning
Director of IT reminded the Commission that the September 10, 2019 commission meeting will be extended into the afternoon for a strategic planning session on broadband. Mr. Dave Spencer from the Northwest Open Access Network (NoaNet) will be attending the afternoon session.

Hearing no objection, Commission President Jeff Hall adjourned the Commission Meeting at 11:00 a.m.

_____
Jeff D. Hall, President

ATTEST:

_____
Barry A. Bush, Secretary

Periodic Travel Report - September 10, 2019

Date Start	Business Days	Name	City	Purpose
9/10/2019	1	Knight, Gayle	Yakima, WA	LEADWORKER EFFECTIVENESS
9/11/2019	1	Mapes, Terry	Portland, OR	BPA UTILITY SOUNDING BOARD MEETING
9/22/2019	4	McAloon, Christie	St. Louis, MO	2019 NISC MIC CONFERENCE
9/22/2019	4	Martin, Davene	St. Louis, MO	2019 NISC MIC CONFERENCE
9/22/2019	4	Kostenko, Marietta	St.Louis, MO	2019 NISC MIC CONFERENCE
9/22/2019	4	Holbrook, Jennifer	St. Louis, MO	2019 NISC MIC CONFERENCE
9/24/2019	3	Homer, Katie	Tacoma, WA	GOVERNOR INDUSTRIAL SAFETY AND HEALTH CONFERENCE
9/29/2019	6	Cobb, Annette	San Antonio, TX	APPA FALL INSTITUTE - CUSTOMER SERVICE MANAGEMENT

PAYMENT APPROVAL
September 10, 2019

The vouchers presented on this Payment Approval Report for approval by the Board of Commissioners have been audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims by officers and employees have been certified as required by RCW 42.24.090.

Type of Payment	Starting #		Ending #	Page #	Amount
Accounts Payable:					
Automated Clearing House (DD) Payments	76089	-	76154	1 - 7	$ 569,372.32
Checks & Customer Refund Payments (CHK)	76971 77035	- -	77033 77080	8 - 12 12 - 15	$ 306,850.52
Electronic Fund Transfer (WIRE) Payments	5029	-	5045	16 - 17	$ 9,067,477.03
Residential Conservation Rebates:					
Credits on Customer Accounts				18	$ 880.00
Purchase Card Detail:					
Payroll:					
Direct Deposit - 08/22/19	75932	- - -	76088		$ 366,604.97
TOTAL					**$ 10,311,184.84**
Void DD	19-Aug			4	$ 1,608.61
Void Checks	19-Aug			11	$ 13,412.00
Void Wires					

I, the undersigned Auditor of Public Utility District No. 1 of Benton County, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claims identified in this report are just, due and unpaid obligations against the District and that I am authorized to authenticate and certify to said claims.

9/3/19

Jon L. Meyer, Auditor *Date*

Reviewed by:

Chad B. Bartram, General Manager

Approved by:

Jeffrey D. Hall, President

Lori Kays-Sanders, Vice-President

Barry A. Bush, Secretary

Accounts Payable
Check Register

08/19/2019 To 09/01/2019

Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference		Amount
76089	08/21/2019	DD	2872	A W REHN & ASSOC	COBRA		25.00
76090	08/21/2019	DD	1736	A W REHN & ASSOCIATES,INC.	Flex Spending Dependent Care		977.57
					Flex Spending Health Care		1,960.05
						Total for Check/Tran - 76090:	2,937.62
76091	08/21/2019	DD	475	ABM JANITORIAL SERVICES	Janitorial svc		3,526.71
					Janitorial svc		4,276.61
					Janitorial svc		1,294.87
						Total for Check/Tran - 76091:	9,098.19
76092	08/21/2019	DD	963	ANIXTER INC.	ARRESTOR 9 KV COOPER #URT09050		1,889.64
					Material		4,243.55
					CURV 2 1/4 X 2 1/4 11/16H		62.99
					CURV 2 1/4 X 2 1/4 11/16H		62.99
						Total for Check/Tran - 76092:	6,259.17
76093	08/21/2019	DD	811	AUS WEST LOCKBOX	weekly svc		40.61
					weekly svc		30.52
					Weekly Svc		44.24
					weekly svc		32.09
						Total for Check/Tran - 76093:	147.46
76094	08/21/2019	DD	34	BENTON PUD-ADVANCE TRAVEL	EECSC and EUSAC Mtg		102.60
76095	08/21/2019	DD	3347	CANON BUSINESS SOLUTIONS, INC.	monthly billing		507.98
					monthly billing		138.33
					monthly billing		28.86
					monthly billing		38.01
					monthly billing		423.77
						Total for Check/Tran - 76095:	1,136.95
76096	08/21/2019	DD	8440	CC WEST PROPERTIES, LLC	Commercial Energy Efficiency Prg		2,818.20
76097	08/21/2019	DD	394	COLUMBIA ELECTRIC SUPPLY	CONDUIT PVC SCH 40		18,599.40
76098	08/21/2019	DD	2972	COMPUNET, INC.	phone support		1,293.67

Accounts Payable
Check Register

08/19/2019 To 09/01/2019

Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference		Amount
76099	08/21/2019	DD	3167	COOPERATIVE RESPONSE CENTER, INC	Multispeak/User License/Call Center		9,087.68
76100	08/21/2019	DD	10512	DENYS COTERO	Travel to Kennewick		83.98
76101	08/21/2019	DD	2757	RICK DUNN	PPC / PNUCC Mtg		806.62
76102	08/21/2019	DD	3174	EES CONSULTING, INC.	2019 CPA		360.00
76103	08/21/2019	DD	3742	EMPLOYMENT SCREENING SERVICES, I	Screening Svc		218.50
76104	08/21/2019	DD	865	CHRISTOPHER J FOLTA	NoaNet		9.00
76105	08/21/2019	DD	75	FRANKLIN PUD	CWPU Membership Assessment		1,093.41
76106	08/21/2019	DD	79	GENERAL PACIFIC, INC.	BOLTS MACH 5/8 X 10		210.68
					INSUL PIN TYPE 55/4 FNECK		969.06
					CLEVIS INSUL 9 SQ D		1,587.30
					BOLTS MACH 5/8 X 9		168.33
						Total for Check/Tran - 76106:	2,935.37
76107	08/21/2019	DD	3969	GPS INSIGHT, LLC	vehicle monitoring svc		-159.56
					vehicle monitoring svc		2,014.91
						Total for Check/Tran - 76107:	1,855.35
76108	08/21/2019	DD	10420	HEALTH INVEST HRA TRUST	HIRA Trust - ER		980.77
76109	08/21/2019	DD	98	KELLEY'S TELE-COMMUNICATIONS, IN	paging svc		21.61
76110	08/21/2019	DD	10546	LYNSIE KENNEDY	Travel to Kennewick		198.35
76111	08/21/2019	DD	10055	LOGMEIN USA, INC.	web conferencing svc		-0.65
					web conferencing svc		518.08
						Total for Check/Tran - 76111:	517.43
76112	08/21/2019	DD	3644	LOOMIS	safepoint svc		593.44
					safepoint svc		626.47
						Total for Check/Tran - 76112:	1,219.91
76113	08/21/2019	DD	10057	TERRY MAPES	ACEEE Summer Study - SEM Summit		76.29

Accounts Payable
Check Register

08/19/2019 To 09/01/2019

Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference		Amount
76114	08/21/2019	DD	3821	NISC	mail svc/envelopes/postage/print svc		2,497.14
					mail svc/envelopes/postage/print svc		19,674.28
					Software license/maintenance		7,990.44
					Software license/maintenance		2,367.53
					Software license/maintenance		3,551.30
					Software license/maintenance		15,684.92
					postage/on line banking		338.12
					postage/on line banking		393.75
						Total for Check/Tran - 76114:	52,497.48
76115	08/21/2019	DD	919	NOANET	Kenn Verizon Co-Location		1,460.00
					Broadband billing		14,265.94
					Broadband billing		57,063.76
					Emergency Restoration GWW		20,153.27
					City Hall Repair		1,293.27
						Total for Check/Tran - 76115:	94,236.24
76116	08/21/2019	DD	3407	NRC ENVIRONMENTAL SERVICES INC.	asbestos samples/analyze at substations		5,545.39
76117	08/21/2019	DD	3162	ONLINE INFORMATION SERVICES, INC.	Online Utility Exchange		-130.94
					Online Utility Exchange		1,653.49
						Total for Check/Tran - 76117:	1,522.55
76118	08/21/2019	DD	585	PARADISE BOTTLED WATER CO.	monthly billing		816.46
76119	08/21/2019	DD	1241	PARAMOUNT COMMUNICATIONS, INC.	Mustang Signs		1,316.78
76120	08/21/2019	DD	821	SCHWEITZER ENGINEERING LABORAT	SEL-2431 Reg. Ctrl - Siemens		2,710.68
					SEL-2431 Reg. Ctrl - Siemens		4,066.02
						Total for Check/Tran - 76120:	6,776.70
76121	08/21/2019	DD	2154	SENSUS USA, INC.	monitoring svc/analytic alert mgr/prof		4,941.93
					monitoring svc/analytic alert mgr/prof		7,986.73
					monitoring svc/analytic alert mgr/prof		3,656.04
						Total for Check/Tran - 76121:	16,584.70

Accounts Payable
Check Register

08/19/2019 To 09/01/2019

Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference		Amount
76122	08/21/2019	DD	2437	JENNY SPARKS	Prosser Chamber Luncheon		13.95
76123	08/21/2019	DD	1163	TYNDALE ENTERPRISES, INC.	Clothing - Patrick		142.48
					Clothing - Tharp, Wurz		255.16
						Total for Check/Tran - 76123:	397.64
76124	08/21/2019	DD	1048	UNITED WAY OF BENTON & FRANKLIN	EE United Way Contribution		793.70
76125	08/21/2019	DD	10154	US PAYMENTS, LLC	kiosk processing/transactions		168.61VOID
					kiosk processing/transactions		1,440.00VOID
						Total for Check/Tran - 76125:	1,608.61VOID
76126	08/21/2019	DD	272	UTILITIES UNDERGROUND LOCATION	Excavation svc		869.46
76127	08/21/2019	DD	182	WESCO DISTRIBUTION	Clamp, two bolt hot line conne		5,189.13
					TERM END VHCL-500 12 BN		1,200.03
					CLAMPS 2 BOLT HL GA 103L		1,728.37
					CU 2 STR DB 600V		2,371.82
					CU 1/0 STR DB 600V		1,895.07
						Total for Check/Tran - 76127:	12,384.42
76128	08/28/2019	DD	963	ANIXTER INC.	NUTS TE 5/8		244.35
					Insulator, Spool, ANSI 53-2, P		71.94
					WASHER ROUND GALV 1/2		108.60
					WASHER SP LOCK GALV 5/8		217.20
						Total for Check/Tran - 76128:	642.09
76129	08/28/2019	DD	811	AUS WEST LOCKBOX	weekly svc		44.24
					weekly svc		40.61
					weekly svc		30.52
					weekly svc		32.89
					weekly svc		21.94
						Total for Check/Tran - 76129:	170.20
76130	08/28/2019	DD	1948	VICKIE L BERGUM	BPA Utility Roundtable		128.86
76131	08/28/2019	DD	2932	BRASHEAR ELECTRIC, INC.	LEEP		1,428.00

Accounts Payable
Check Register

08/19/2019 To 09/01/2019

Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference		Amount
76132	08/28/2019	DD	394	COLUMBIA ELECTRIC SUPPLY	Voltage Disconnect		342.09
					Voltage Disconnect		342.09
						Total for Check/Tran - 76132:	684.18
76133	08/28/2019	DD	57	CONSOLIDATED ELECTRICAL DISTRIB	CONDUIT PVC SCH 40 2 IN		8,058.12
76134	08/28/2019	DD	3515	KRISTEN DEMORY	NISC NW Regional User Grp		551.19
76135	08/28/2019	DD	3742	EMPLOYMENT SCREENING SERVICES, I	Screening Svc		160.00
76136	08/28/2019	DD	75	FRANKLIN PUD	CWPU Membership Assessment		1,395.96
					fiber		1,290.00
						Total for Check/Tran - 76136:	2,685.96
76137	08/28/2019	DD	3175	FRONTIER COMMUNICATIONS NW INC.	monthly billing		2,499.88
76138	08/28/2019	DD	10085	ROBERT S FROST	BPA Utility Roundtable		32.00
76139	08/28/2019	DD	79	GENERAL PACIFIC, INC.	Tape, Electrical, Vinyl, Scotch		1,182.65
					DE PREF SG 2 ACSR		260.64
					Samlex 1200W, 120V 12V Inverter/Charger		796.48
					DJI FLIR XT2 Thermal Camera, 9mm, 640		14,335.20
					DJI Matrice M210; Package includes:		10,425.60
					DJI Z30 Zoom Camera		3,256.91
					GCP Waterproof Case for M210		759.12
					TB55 Batteries for M210		2,404.40
						Total for Check/Tran - 76139:	33,421.00
76140	08/28/2019	DD	2087	H2 PRECAST, INC.	Vault Base/Lid		11,294.40
76141	08/28/2019	DD	214	JACOBS & RHODES	REEP		500.00
76142	08/28/2019	DD	103	KENNEWICK, CITY OF	monthly billing		372.95
					monthly billing		289.82
					monthly billing		570.37
					monthly billing		1,428.56
						Total for Check/Tran - 76142:	2,661.70

Accounts Payable
Check Register

08/19/2019 To 09/01/2019

Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference		Amount
76143	08/28/2019	DD	10057	TERRY MAPES	BPA Utility Roundtable		32.00
76144	08/28/2019	DD	919	NOANET	Edison to Hawthorne Outage		772.49
					replaced failed PFannenberg Compressor		1,419.43
						Total for Check/Tran - 76144:	2,191.92
76145	08/28/2019	DD	2632	PASCOR ATLANTIC CORPORATION	Pascor Atlantic TTR-8 2000A 15kV Switch		9,051.81
					Pascor Atlantic TTR-8 2000A 15kV Switch		-716.81
						Total for Check/Tran - 76145:	8,335.00
76146	08/28/2019	DD	893	NANCY PHILIPP	BPA Utility Roundtable		32.00
76147	08/28/2019	DD	821	SCHWEITZER ENGINEERING LABORAT	SEL-2890 ETHERNET TRANSCEIVER		1,125.10
76148	08/28/2019	DD	10028	SYMETRA LIFE INSURANCE COMPANY	Non Barg Basic AD&D		178.32
					Non Barg Basic Dep Life		105.84
					Non Barg Basic Life		1,129.36
					Self Insured STD		369.75
					Basic AD&D		376.08
					Basic LIfe		1,215.99
					Increase by .13 for rounding		0.13
					Supplememtal AD&D - Child		5.10
					Supplememtal AD&D - Spouse		195.15
					Supplememtal Life - Spouse		909.00
					Supplemental AD&D - EE		333.00
					Supplemental LIfe - Child		59.40
					Supplemental Life - EE		3,528.30
					LTD Buy Up		1,000.00
					LTD Core No Buy Up		2,997.60
					Self Insured STDLTD 88		12.28
						Total for Check/Tran - 76148:	12,415.30
76149	08/28/2019	DD	10194	KATIE TIMMERMAN	NISC NW Regional User Grp		94.19
76150	08/28/2019	DD	10154	US PAYMENTS, LLC	kiosk processing/transactions		168.61

Accounts Payable
Check Register

08/19/2019 To 09/01/2019

Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference		Amount
					kiosk processing/transactions		1,440.00
					Merchant Services Contract w/Chase		122.35
					Transaction Fees for Kiosks		61.50
					Provide Kiosk for Prosser/Kennewick		1,440.00
						Total for Check/Tran - 76150:	3,232.46
76151	08/28/2019	DD	4235	WATER STREET PUBLIC AFFAIRS, LLC	lobbying		5,100.00
76152	08/28/2019	DD	575	WELLS FARGO BANK	EE Vision		159.08
					ER Vision		2,940.05
					EE Health		13,058.69
					ER Health		170,493.53
					EE Dental		882.76
					ER Dental		16,363.41
						Total for Check/Tran - 76152:	203,897.52
76153	08/28/2019	DD	182	WESCO DISTRIBUTION	CU 2 MHDB 7 STR		1,802.76
					CONN. PED./ CLEAR 4 POS		7,040.67
					CLAMPS 2 BOLT HL GA 103L		3,456.74
						Total for Check/Tran - 76153:	12,300.17
76154	08/28/2019	DD	3415	KEVIN K WHITE	WA Dept of Commerce - Rulemaking Wkshp		61.08

Total Payments for Bank Account - 1 :	(65)	569,372.32
Total Voids for Bank Account - 1 :	(1)	1,608.61
Total for Bank Account - 1 :	(66)	570,980.93
Grand Total for Payments :	(65)	569,372.32
Grand Total for Voids :	(1)	1,608.61
Grand Total :	(66)	570,980.93

Accounts Payable Check Register

ALL

Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference		Amount
76971	08/21/2019	CHK	258	APOLLO MECHANICAL CONTRACTORS	Lighting Energy Efficiency Prg		8,424.00
76972	08/21/2019	CHK	3344	BOYD'S TREE SERVICE, LLC	Tree Trimming Svc		7,703.36
					Tree Trimming Svc		8,010.95
						Total for Check/Tran - 76972:	15,714.31
76973	08/21/2019	CHK	10166	BYRNES OIL COMPANY, INC.	gasoline svc		4,981.51
					gasoline svc		5,720.33
						Total for Check/Tran - 76973:	10,701.84
76974	08/21/2019	CHK	138	CCR - TRI-CITIES ,LLC	Advertising		640.00
					Advertising		640.00
					Advertising		600.00
						Total for Check/Tran - 76974:	1,880.00
76975	08/21/2019	CHK	166	CENTURYLINK	monthly billing		547.42
76976	08/21/2019	CHK	4216	CNA SURETY	WA Blanket Permit Bond 10/19-10/20		200.00
76977	08/21/2019	CHK	321	COSTCO WHOLESALE CORPORATION	Commercial Energy Efficiency Prg		28,655.00
76978	08/21/2019	CHK	10169	FALCON SOFTWARE COMPANY, INC.	maintenance/support		-129.00
					maintenance/support		1,629.00
						Total for Check/Tran - 76978:	1,500.00
76979	08/21/2019	CHK	3478	FP MAILING SOLUTIONS	Postage Meter Deposit 2019-8		3,600.00
					Postage Meter Deposit 2019-8		400.00
					Postage Meter Deposit 2019-8		200.00
						Total for Check/Tran - 76979:	4,200.00
76980	08/21/2019	CHK	10499	INDUSTRIAL CONSTRUCTORS, INC.	PUD wall repair		1,677.85
76981	08/21/2019	CHK	99	KIE SUPPLY CORP	BEND 90 SCH 40		2,395.17
					Cap, end, PVC, 3"		305.82
						Total for Check/Tran - 76981:	2,700.99
76982	08/21/2019	CHK	10162	LINGUISTICA INTERNATIONAL, INC.	phone translation svc		118.08
					phone translation svc		83.79

Accounts Payable
Check Register

ALL

Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference		Amount
					phone translation svc		128.32
						Total for Check/Tran - 76982:	330.19
76983	08/21/2019	CHK	10149	MASTERPIECE BUILDER	Refund MR Inv. #3096 -Unmetered Temp Fee		200.00
76984	08/21/2019	CHK	310	MOON SECURITY SERVICES, INC.	monitoring svc		288.87
					monitoring svc		109.69
					monitoring svc		79.28
					monitoring svc		79.28
					monitoring svc		79.28
					monitoring svc		131.95
						Total for Check/Tran - 76984:	768.35
76985	08/21/2019	CHK	2176	PACIFIC OFFICE AUTOMATION, INC.	monthly billing		30.18
					monthly billing		9.04
						Total for Check/Tran - 76985:	39.22
76986	08/21/2019	CHK	3054	PROFESSIONAL CREDIT SERVICE (PCS)	Debit Collection Svc		65.25
76987	08/21/2019	CHK	10230	SMG-TRI CITIES, LLC	Advertising		1,120.00
					Advertising		800.00
					Advertising		1,400.00
						Total for Check/Tran - 76987:	3,320.00
76988	08/21/2019	CHK	139	TOWNSQUARE MEDIA TRI CITIES	Advertising		680.00
					Advertising		680.00
					Advertising		720.00
						Total for Check/Tran - 76988:	2,080.00
76989	08/21/2019	CHK	99999	KRISTI ADKINS	Credit Balance Refund		59.46
76990	08/21/2019	CHK	99999	SHABAN AHMED	Credit Balance Refund		34.46
76991	08/21/2019	CHK	99999	RACHEL BOATRIGHT	Credit Balance Refund		136.64
76992	08/21/2019	CHK	99999	CHRIS CALHOUN	Credit Balance Refund		61.95
76993	08/21/2019	CHK	99999	YAJAIRA CERVANTES	Credit Balance Refund		157.30

Accounts Payable
Check Register

ALL

Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
76994	08/21/2019	CHK	99999	ALEXANDRA A CHAVEZ	Credit Balance Refund	23.14
76995	08/21/2019	CHK	99999	SERGIO CONTRERAS	Credit Balance Refund	16.66
76996	08/21/2019	CHK	99999	LORENA C FLAMENCO	Credit Balance Refund	51.14
76997	08/21/2019	CHK	99999	BLANCA A GONZALEZ	Credit Balance Refund	47.29
76998	08/21/2019	CHK	99999	CHRIS D GROSS	Credit Balance Refund	46.95
76999	08/21/2019	CHK	99999	NICOLE GUMMOW	Credit Balance Refund	147.12
77000	08/21/2019	CHK	99999	WENDY HOLDEN	Credit Balance Refund	117.00
77001	08/21/2019	CHK	99999	BLANCA JACQUEZ	Uncashed Warrant #65708	47.59
77002	08/21/2019	CHK	99999	JESSICA E JAMES	Credit Balance Refund	60.31
77003	08/21/2019	CHK	99999	KRISTYN L JELMBERG	Credit Balance Refund	30.29
77004	08/21/2019	CHK	99999	LEANNE LORD	Credit Balance Refund	30.19
77005	08/21/2019	CHK	99999	COREY K MOORE	Credit Balance Refund	63.40
77006	08/21/2019	CHK	99999	THOMAS RABON	Credit Balance Refund	52.49
77007	08/21/2019	CHK	99999	CRISTINA RODRIGUEZ	Credit Balance Refund	36.62
77008	08/21/2019	CHK	99999	ANGELIQUE M ROMAN	Credit Balance Refund	35.98
77009	08/21/2019	CHK	99999	LETICIA SANCHEZ	Credit Balance Refund	141.83
77010	08/21/2019	CHK	99999	PATRICIA SHANNON	Credit Balance Refund	111.31
77011	08/21/2019	CHK	99999	SHAKYA M SHOWS	Credit Balance Refund	122.77
77012	08/21/2019	CHK	99999	VICTOR SILVA	Credit Balance Refund	82.21
77013	08/21/2019	CHK	99999	ANTHONY SIMENTAL	Credit Balance Refund	136.53
77014	08/21/2019	CHK	99999	TIFFANY STEWART	Credit Balance Refund	49.05
77015	08/21/2019	CHK	99999	BRADEN THOMAS	Credit Balance Refund	31.33
77016	08/21/2019	CHK	99999	JIM WAYNE	Credit Balance Refund	44.11

Accounts Payable
Check Register

ALL

Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference		Amount	
77017	08/21/2019	CHK	99999	DEBRA WEISEL	Credit Balance Refund		175.00	
77018	08/21/2019	CHK	99999	PRESTON WHITED	Credit Balance Refund		90.16	
77019	08/21/2019	CHK	99999	ELLIE WOLFE	Credit Balance Refund		21.84	
77020	08/21/2019	CHK	35	BENTON PUD - CUSTOMER ACCOUNT D	monthly billing		387.43	
77021	08/21/2019	CHK	174	WASH STATE DEPT EMPLOYMENT SEC	Paid Family Med Leave 1st & 2nd Qtr		13,412.00	VOID
77022	08/21/2019	CHK	174	WASH STATE DEPT EMPLOYMENT SEC	Paid Family Med Leave 1st & 2nd Qtr		13,412.00	
77023	08/28/2019	CHK	215	ALLAN ELECTRIC	relocate meter base		3,638.10	
77024	08/28/2019	CHK	2425	AT&T MOBILITY	monthly billing		15.23	
77025	08/28/2019	CHK	689	BENTON FRANKLIN COMMUNITY ACTI	REEP		9,529.74	
					REEP		3,800.00	
						Total for Check/Tran - 77025:	13,329.74	
77026	08/28/2019	CHK	35	BENTON PUD - CUSTOMER ACCOUNT D	monthly billing		549.01	
77027	08/28/2019	CHK	54	BNSF RAILWAY COMPANY	Bowles Rd Fiber Crossing/Insurance		4,206.00	
77028	08/28/2019	CHK	3344	BOYD'S TREE SERVICE, LLC	Tree Trimming Svc		7,703.36	
					Tree Trimming Svc		8,216.36	
						Total for Check/Tran - 77028:	15,919.72	
77029	08/28/2019	CHK	3496	CK HOME COMFORT SYSTEMS, LLC	REEP		500.00	
77030	08/28/2019	CHK	459	COLUMBIA MALL PARTNERSHIP	Commercial Energy Efficiency Prg		40,711.00	
77031	08/28/2019	CHK	2406	FINLEY SCHOOL DISTRICT	Lighting Energy Efficiency Prg		42,323.00	
					Lighting Energy Efficiency Prg		10,990.00	
					Lighting Energy Efficiency Prg		22,540.00	
					Lighting Energy Efficiency Prg		33,655.00	
						Total for Check/Tran - 77031:	109,508.00	
77032	08/28/2019	CHK	2176	PACIFIC OFFICE AUTOMATION, INC.	monthly billing		229.52	
77033	08/28/2019	CHK	128	PERFECTION GLASS, INC.	REEP		21.51	

Accounts Payable Check Register

ALL

Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference		Amount
					REEP		62.52
					REEP		630.00
					REEP		120.00
					REEP		408.69
						Total for Check/Tran - 77033:	1,242.72
77035	08/28/2019	CHK	379	PURMS JOINT SELF INSURANCE FUND	District Claim - Hatley 19-34-L		250.00
77036	08/28/2019	CHK	141	RICHLAND, CITY OF	fiber lease		1,466.10
					fiber lease		1,172.88
					fiber lease		434.40
					fiber lease		293.22
					fiber lease		293.22
					fiber lease		293.22
					fiber lease		293.22
					fiber lease		146.61
					fiber lesae		146.61
					fiber lease		439.83
					fiber lease		146.61
						Total for Check/Tran - 77036:	5,125.92
77037	08/28/2019	CHK	3507	STORAGE BATTERY SYSTEMS LLC	SBS 55Ah, 12VDC, VRLA Battery		298.65
					SBS Lead battery, 12V, 70Ah		691.78
						Total for Check/Tran - 77037:	990.43
77038	08/28/2019	CHK	1304	US CELLULAR	monthly billing		130.51
77039	08/28/2019	CHK	992	VERIZON NORTHWEST	monthly billing		106.92
					monthly billing		156.95
					monthly billing		147.00
					monthly billing		136.98
					monthly billing		1,027.22
					monthly billing		20.06
						Total for Check/Tran - 77039:	1,595.13

Accounts Payable
Check Register

ALL

Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
77040	08/28/2019	CHK	99999	MICHAEL A BARTOL	Credit Balance Refund	40.11
77041	08/28/2019	CHK	99999	DYLAN R BRADY	Credit Balance Refund	131.81
77042	08/28/2019	CHK	99999	ROBERTA A BRIDGES	Credit Balance Refund	124.50
77043	08/28/2019	CHK	99999	MICHAEL F BROOKS	Credit Balance Refund	180.47
77044	08/28/2019	CHK	99999	JOSHUA BROWN	Credit Balance Refund	273.44
77045	08/28/2019	CHK	99999	SARA CADWELL	Credit Balance Refund	159.95
77046	08/28/2019	CHK	99999	JESSE CALDWELL	Credit Balance Refund	75.78
77047	08/28/2019	CHK	99999	LINDA M CASTILLO	Credit Balance Refund	155.82
77048	08/28/2019	CHK	99999	ALONDRA CAZARES	Credit Balance Refund	230.18
77049	08/28/2019	CHK	99999	VERONICA M CEJA	Credit Balance Refund	12.82
77050	08/28/2019	CHK	99999	DIEP DAM	Credit Balance Refund	19.63
77051	08/28/2019	CHK	99999	RAFAEL H DELGADO	Credit Balance Refund	66.50
77052	08/28/2019	CHK	99999	VICTORIA C FIELD	Credit Balance Refund	67.61
77053	08/28/2019	CHK	99999	NICOLAS GONZALES CLITES	Credit Balance Refund	42.76
77054	08/28/2019	CHK	99999	ANTONIO HARTMAN	Credit Balance Refund	88.42
77055	08/28/2019	CHK	99999	JAMIE HATTLEY	Credit Balance Refund	85.50
77056	08/28/2019	CHK	99999	JENNIFER A IMMELE	Credit Balance Refund	126.24
77057	08/28/2019	CHK	99999	JACKSON KENDALL INVEST LLC	Credit Balance Refund	119.60
77058	08/28/2019	CHK	99999	JONES LANG LASALLE AMERICAS INC	Credit Balance Refund	4,245.00
77059	08/28/2019	CHK	99999	SHAWN JORDAN	Credit Balance Refund	32.10
77060	08/28/2019	CHK	99999	ANNA LAHIRI	Credit Balance Refund	104.62
77061	08/28/2019	CHK	99999	LISARAE LATTIN	Credit Balance Refund	63.96
77062	08/28/2019	CHK	99999	JAMEY LEISLE	Credit Balance Refund	113.46

Accounts Payable
Check Register

ALL

Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
77063	08/28/2019	CHK	99999	ANGELICA OLIVERA	Credit Balance Refund	23.50
77064	08/28/2019	CHK	99999	PAULINO PARRA PARDO	Credit Balance Refund	138.04
77065	08/28/2019	CHK	99999	CHERYL A PEREIRA	Credit Balance Refund	104.73
77066	08/28/2019	CHK	99999	OMAR PUENTE RENTERIA	Credit Balance Refund	64.21
77067	08/28/2019	CHK	99999	RAINIER PARK APARTMENTS	Credit Balance Refund	134.80
77068	08/28/2019	CHK	99999	AIMEE RIOS	Credit Balance Refund	53.99
77069	08/28/2019	CHK	99999	JOSE RUEDA	Credit Balance Refund	53.48
77070	08/28/2019	CHK	99999	DOUG SCHNEIDER	Credit Balance Refund	87.51
77071	08/28/2019	CHK	99999	HALEY SHANNON	Credit Balance Refund	25.64
77072	08/28/2019	CHK	99999	TONY STUHR	Credit Balance Refund	185.03
77073	08/28/2019	CHK	99999	RICHARD E TISDALE	Credit Balance Refund	237.00
77074	08/28/2019	CHK	99999	KISHORE VARADA	Credit Balance Refund	207.38
77075	08/28/2019	CHK	99999	STEVEN D VICKERY	Credit Balance Refund	61.85
77076	08/28/2019	CHK	99999	NATHAN VINSON	Credit Balance Refund	35.04
77077	08/28/2019	CHK	99999	HAYLIE L WARREN	Credit Balance Refund	48.78
77078	08/28/2019	CHK	99999	CHEYENNE WEBB	Credit Balance Refund	31.42
77079	08/28/2019	CHK	99999	ASHLEY WORTHY	Credit Balance Refund	65.84
77080	08/28/2019	CHK	1633	AUTOBAHN AUTO CARE CENTER	Lighting Energy Efficiency Prg	1,725.00

Total Payments for Bank Account - 2 :	(108)	306,850.52
Total Voids for Bank Account - 2 :	(1)	13,412.00
Total for Bank Account - 2 :	(109)	320,262.52
Grand Total for Payments :	(108)	306,850.52
Grand Total for Voids :	(1)	13,412.00

Grand Total :	(109)	320,262.52

Accounts Payable
Check Register

ALL

Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference		Amount
5029	08/20/2019	WIRE	169	ENERGY NORTHWEST	Purchased Power 08/19		163,119.30
5030	08/20/2019	WIRE	1787	BP ENERGY COMPANY	Purchased Power 07/19		366,600.00
5031	08/22/2019	WIRE	2205	UNITED STATES TREASURY	Federal Income Tax		59,081.51
					Medicare - Employee		8,206.16
					Medicare - Employer		8,206.16
					Social Security - Employee		33,979.79
					Social Security - Employer		33,979.79
						Total for Check/Tran - 5031:	143,453.41
5032	08/22/2019	WIRE	1567	ICMA RETIREMENT CORP	Deferred Comp - ER		9,261.91
					457(b) Leave EE Contribution		1,422.27
					457(b) Roth EE Contribution		2,769.63
					Plan A 457(b) Employee Contribution		6,703.67
					Plan B 457(b) Employee Contribution		21,099.01
					Plan C 401(a) EE Contribution		1,471.15
					Plan C 401(a) Option 1 EE Contribution		3,370.60
					Plan C 401(a) Option 2 EE Contribution		1,546.22
					Plan C 401(a) Option 4, Step 1 EE Contri		90.80
					Plan C 401(a) Option 4, Step 2 EE Contri		347.09
					Plan C 401(a) Option 4, Step 3 EE Contri		1,299.03
					Plan C 401(a) Option 4, Step 4 EE Contri		707.64
					Plan C 401(a) Option 5, Step 4 EE Contri		1,707.91
					Plan C 457(b) Employee Contribution		6,061.03
						Total for Check/Tran - 5032:	57,857.96
5033	08/22/2019	WIRE	437	WASH STATE DEPT SUPPORT REGIST	Garnishment - Child Support		925.24
5034	08/22/2019	WIRE	171	WASH STATE DEPT RETIREMENT SYS	PERS - ER		71,220.69
					PERS Plan 2		39,567.99
					PERS Plan 3A 5% All Ages		1,985.17
					PERS Plan 3B 5% Up to Age 35		176.16
					PERS Plan 3B 6% Age 35-45		31.36

Accounts Payable
Check Register

ALL

Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference		Amount
					PERS Plan 3D 7% All Ages		128.12
					PERS Plan 3E 10% All Ages		737.54
						Total for Check/Tran - 5034:	113,847.03
5035	08/23/2019	WIRE	933	POWEREX CORPORATION	Purchased Gas 07/19		533,194.90
5036	08/26/2019	WIRE	1821	FREDERICKSON POWER L.P.	Purchased Gas 07/19		829,696.54
5037	08/26/2019	WIRE	246	BONNEVILLE POWER ADMIN	Transmission Bill 07/19		973,448.00
5038	08/27/2019	WIRE	246	BONNEVILLE POWER ADMIN	Purchased Power 07/19		5,280,199.00
5039	08/27/2019	WIRE	424	WASH STATE DEPT REVENUE-EXCISE T	Utility Tax		501,531.77
					Use Tax		2,883.82
					Retailing & Wholesaling Tax		822.45
					Service Tax		7,106.30
						Total for Check/Tran - 5039:	512,344.34
5040	08/19/2019	WIRE	2902	WHITE CREEK WIND I, LLC	Purchased Power 07/19		11,299.00
5042	08/29/2019	WIRE	169	ENERGY NORTHWEST	Rent - Rattlesnake Mt O&M		16,993.90
5043	08/30/2019	WIRE	10052	JACK HENRY & ASSOCIATES, INC.	Merchant Svc		552.20
5044	08/30/2019	WIRE	2800	LL&P WIND ENERGY, INC.	Purchased Power 07/19		59,887.75
5045	08/30/2019	WIRE	925	KLICKITAT COUNTY PUD	TX White Crk/Rock Crk		4,058.46

Total Payments for Bank Account - 1 :	(16)	9,067,477.03
Total Voids for Bank Account - 1 :	(0)	0.00
Total for Bank Account - 1 :	(16)	9,067,477.03
Grand Total for Payments :	(16)	9,067,477.03
Grand Total for Voids :	(0)	0.00
Grand Total :	(16)	9,067,477.03

BENTON PUD - RESIDENTIAL CONSERVATION REBATE DETAIL

Date	Customer	Rebate Amount	Rebate Description
08/26/2019	Phipps, Heather	$ 500.00	Rebate - Energy Star Water Heater
08/26/2019	Garcia, Jorge	$ 100.00	Rebate - Energy Star Smart Thermostat
08/26/2019	Dutton, John	$ 100.00	Rebate - Energy Star Smart Thermostat
08/26/2019	Velasquez, Nancy	$ 20.00	Rebate - Energy Star Clothes Washer
08/26/2019	Velasquez, Nancy	$ 50.00	Rebate - Energy Star Clothes Dryer
08/26/2019	Lockhard, Deborah	$ 20.00	Rebate - Energy Star Clothes Washer
08/26/2019	OO, Kyaw	$ 20.00	Rebate - Energy Star Clothes Washer
08/26/2019	Bell, Daniel	$ 20.00	Rebate - Energy Star Clothes Washer
08/26/2019	Bell, Daniel	$ 50.00	Rebate - Energy Star Clothes Dryer
		$ 880.00	

BENTON P.U.D

	Business Agenda
	Second Reading
X	*Consent Agenda*
	Info Only/Possible Action
	Info Only

COMMISSION MEETING AGENDA ITEM

Subject:	Contract Award Recommendation for Contract #19-45-08 – City of Benton City	
Agenda Item No:	4L	
Meeting Date:	September 10, 2019	
Presented by:	Chris Johnson	*Staff Presenting Item*
Approved by (dept):	Rick Dunn	*Director/Manager*
Approved for Commission review:	Chad B. Bartram	*General Manager/Asst GM*

Motion for Commission Consideration

Motion authorizing the General Manager on behalf of the District, to sign an Interlocal Cooperative Agreement, in substantially the form presented, with the City of Benton City, Contract #19-45-08, to recover maintenance costs incurred by the District for Benton City owned Street Lights.

Background

At the February 11, 2014 Commission Meeting, Resolution No.'s 2261 and 2262, were adopted declaring certain District owned street lights, excess to District needs, be transferred to the City of Benton City (City), the new owners of the street lights. As a result, the City was able to replace all of the lights within the City which maximized energy savings and provided a consistent light color and intensity throughout the community. The City did not request an agreement for maintenance at that time and a maintenance agreement must be in place to allow the District to recover maintenance costs incurred.

Summary

The District will continue to provide the energy requirements and the operation of these lights. The City will engage the services of either the District or a qualified contractor, at its sole discretion and cost, for the purposes of maintaining and replacing the street lights. Street lights within the District power space will be maintained by either the District or a District approved contractor, as per RCW 39.33, paragraph #3 of the Maintenance Agreement.

Fiscal Impact

The District is no longer responsible for street light replacements costs estimated to be $45k for the 121 units transferred to the City in 2014. The District will recover the fully burdened labor, equipment, material and administrative costs to provide the maintenance service to Benton City.

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
THE CITY OF BENTON CITY
AND
PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY
FOR STREET LIGHT MAINTENANCE
Contract #19-45-08

1. **PARTIES**

THIS INTERLOCAL AGREEMENT is entered into by and between ***Public Utility District No. 1 of Benton County*** with its principal place of business located at 2721 W. 10th Avenue, Kennewick, Washington, hereinafter referred to as the "*District*" and ***City of Benton City*** with offices and its principal place of business located at 708 – 9th Street, Benton City, WA, hereinafter referred to as the "*City*," collectively referred to as "Parties".

The Parties are, pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act) authorized to exercise their powers jointly, thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Parties.

2. **STATEMENT OF WORK**

This Agreement is being used to facilitate the *District* providing services to the *City* for the purposes of maintaining and replacing street lights owned by the *City*. Upon request, the *District* will work cooperatively with the *City* to prioritize and schedule completion of the requested services appropriate for the circumstances with the objective of completing work in no more than 30 calendar days. The *City* will supply the luminaries and photocells.

3. **COMPENSATION**

The *City* may request services under this Agreement on an as-needed basis and agrees to reimburse the *District* for fully burdened labor, equipment, material and administrative costs to provide the services in accordance with Exhibit A – Fee Schedule. The *District* will invoice the *City* on a regular basis as frequently as monthly depending on the level of services required.

The *City* agrees to pay the *District* within a period of thirty (30) days after receipt of invoice.

4. **TERM OF AGREEMENT**

This Agreement shall commence on the final date of execution by the Parties and shall continue until terminated by the *City* or the *District upon thirty (30) days prior written notice to the other party.*

5. **ADMINISTRATION**

This Agreement shall be administered by the following:
The Administrator of this Agreement shall be the District's Technical Representative for this work is Chris Johnson.

The *District's* Contracting Officer for this work is Michelle Ochweri.

The operational points-of-contact for day-to-day coordination of services provided under this agreement:
City Contact: City Clerk – Treasurer
District Contact: Superintendent of Transmission and Distribution

6. **NOTICE**

Any notices or submittals required or permitted under this Agreement may be delivered either personally, sent by email or mailed first class, return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery, confirmation of email, or three days after being mailed, whichever is applicable.

To *District*:
Benton PUD – Contracts & Purchasing
2721 West 10th Ave.
PO Box 6270
Kennewick, WA 99336-0270

To *City*:
_____
_____
_____
_____

7. **INDEMNIFICATION**

Each party shall defend, indemnify, and hold the other harmless from any claims, damages, causes of action, or judgments arising from, or as a direct result of the negligent or intentional acts of its agents, employees, or officers associated with this Agreement.

8. **BOUND PARTIES**

This Agreement shall be binding upon the parties hereto and their representatives, heirs, executors, successors and assigns. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, verbal or otherwise, in regard to the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties. This Agreement may be changed, modified, or amended only upon written agreement executed by the parties.

9. **LEGAL ENTITIES**

There is no separate legal or administrative entity contemplated by this Agreement. Each party will retain ownership of any real or personal property used in the performance of this contract.

10. **PUBLIC RECORDS**

The Parties are public entities, subject to the disclosure requirements of the Washington Public Records Act of RCW 42.56, and agree to cooperate with each other in good faith with respect to public records requests made under RCW 42.56.

11. **DISPUTE RESOLUTION**

In the event of a dispute between the parties regarding the interpretation, breach or enforcement of this Agreement, the parties shall first meet in a good faith effort to resolve the dispute by themselves or with the assistance of a mediator. The remaining dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, the Mandatory Rules of Arbitration (MAR), with all parties waiving the right of a jury trial upon de novo review, with the substantially prevailing party being awarded its reasonable attorney

12. **GENERAL PROVISIONS**

This Agreement shall be recorded or otherwise comply with the requirements of RCW 39.34.040.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY

By _____

Title *General Manager*

Date *September 10, 2019*

CITY OF BENTON CITY

By _____

Title *Mayor*

Date _____

Exhibit A – Rate Schedule

Year		Serviceman		Lineman		Foreman
2019	$ 49.72	Rate	$ 46.52	Rate	$ 52.22	Rate
2020	$ 50.75		$ 47.55		$ 53.25	
2021	$ 51.78		$ 48.58		$ 54.28	
2022	$ 52.81		$ 49.61		$ 55.31	
2023	$ 53.84		$ 50.64		$ 56.34	
2024	$ 54.87		$ 51.67		$ 57.37	
2025	$ 55.90		$ 52.70		$ 58.40	
2026	$ 56.93		$ 53.73		$ 59.43	
2027	$ 57.96		$ 54.76		$ 60.46	
2028	$ 58.99		$ 55.79		$ 61.49	

All years assume 3% increase for estimated planning purposes

BENTON P·U·D

	Business Agenda
	Second Reading
X	*Consent Agenda*
	Info Only/Possible Action
	Info Only

COMMISSION MEETING AGENDA ITEM

Subject:	Contract Award Recommendation, #2-15kV URD Cable, Bid Package #19-13	
Agenda Item No:	4e	
Meeting Date:	September 10, 2019	
Presented by:	Evan Edwards	*Staff Presenting Item*
Approved by (dept):	Rick Dunn	*Director/Manager*
Approved for Commission review:	Chad B. Bartram CBB	*General Manager/Asst GM*

Motion for Commission Consideration

Motion to declare General Pacific / CME Wire & Cable non-responsive and award the contract for #2-15kV URD Cable to WESCO / Okonite of Portland, OR, Bid Package #19-13, for a total amount of $173,250.00 plus Washington State sales tax in accordance with RCW 54.04.080.

Background

Bids were opened on Tuesday, August 27, 2019 for 99,000 feet of #2-15kV URD cable for District stock. Bids were received as follows:

Vendor/Mfr	Unit Pricing ($/1000')	Total Price for this bid	Exceptions to BPUD spec	Delivery	Engineer's Estimate ($/1000')
General Pacific / CME Wire & Cable	$1,460.80	$144,619.00	Yes	9-13 Weeks	$1,860
Wesco / Okonite	$1,750.00	$173,250.00	Yes	2 Weeks	
General Pacific / Kerite *(Marmon)*	$1,889.00	$187,011.00	No	13-15 Weeks	

General Pacific submitted a bid for CME Wire & Cable and they are not on the list of approved manufacturers for this type of wire. Therefore, they were deemed non-responsive.

Okonite submitted a bid with reel widths larger than the specification. An exception was granted to allow the larger reel widths as similar size reels have been accepted previously.

General Pacific provided pricing with metals adjustment at time of shipment instead of the required firm price and was deemed non-responsive.

CONTRACT

Contract #19-13

This agreement is made and entered into on the _____ day of _____, 201_, by and between:

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, hereinafter referred to as "the District",

AND

WESCO, hereinafter referred to as "the Contractor"

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, and the District, for the consideration of material furnished, agrees that:

1. SCOPE OF WORK: Furnish #2 – 15kV URD Cable per specifications in Bid Pkg. #19-13, P.O. #_____, and award letter dated_____.

2. DELIVERY & ACCEPTANCE:

The Contractor shall deliver the #2 – 15kV URD Cable F.O.B. destination to Benton PUD by September 21, 2019; failure to do so may result in damage to the District.

Testing and Acceptance of conforming items by Benton PUD shall occur within the number of days after delivery as specified in the bid specification (if applicable). Items that fail to meet acceptance criteria as specified in the bid specifications shall be rejected. Acceptance or rejection by the District to the Contractor shall be in writing.

3. PAYMENT:

Payment will be made within thirty days of Acceptance by the District or receipt of a valid invoice from the Contractor, whichever occurs later.

The District agrees to pay the Contractor for the material/equipment the sum of One Hundred Seventy Three Thousand Two Hundred Fifty Dollars ($173,250.00), plus applicable Washington State Sales Tax.

4. GUARANTEE:

The Contractor guarantees the #2 – 15kV URD Cable against all defects in workmanship, materials, and in design as stated on the warranty provided by Okonite.

5. PERFORMANCE BOND:

The Contractor shall furnish, in favor of the District, a Performance Bond as required by the Contract Documents, and this Contract shall not obligate the District until such Performance Bond has been tendered.

The District is a public entity subject to the disclosure requirements of the Washington Public Records Act of RCW 42.56. The vendor expressly acknowledges and agrees that its proposal and any information vendor submits with its proposal or which vendor submits to the District in its performance of any contract with the District is subject to public disclosure pursuant to the Public Records Act or other applicable law and the District may disclose vendor's proposal and/or accompanying information at its sole discretion in accordance with its obligations under applicable law.

The District must comply with the Preservation and Destruction of Public Records RCW 40.14. The vendor expressly acknowledges and agrees that it will maintain all records and documentation related to the contract in accordance with its obligations under applicable law.

In the event that the District receives a request pursuant to the Washington Public Records Act, or other legal process requesting or mandating disclosure of any information or documents submitted to the District by vendor, the District's sole obligation shall be to notify the vendor promptly, so that the vendor at vendor's expense and cost, may seek court protection of any of the requested information vendor deems confidential.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

WESCO	**PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY**
_____	Chad B. Bartram, General Manager
Authorized by: (Print name & title)	Authorized by: (Print name & title)
Signature: _____	Signature: _____
Date: _____	Date: September 10, 2019
UBI No. _____	

	Business Agenda
	Second Reading
X	*Consent Agenda*
	Info Only/Possible Action
	Info Only

COMMISSION MEETING AGENDA ITEM

Subject:	Contract Change Order #6 – DJ's Electrical, Inc. Contract #17-07	
Agenda Item No:	4f	
Meeting Date:	September 10, 2019	
Presented by:	Evan Edwards	*Staff Presenting Item*
Approved by (dept):	Rick Dunn	*Director/Manager*
Approved for Commission review:	Chad B. Bartram CBB	*General Manager/Asst GM*

Motion for Commission Consideration

Motion to authorize the General Manager on behalf of the District to sign Change Order #6 of contract #17-07 with DJ's Electrical, Inc., to extend the term of the contract to September 30, 2020 and increase the not-to-exceed amount of the contract by $1,995,000.00, ($900,000 for cable replacement projects and $1,095,000 for JU-NESC Compliance projects); bringing the new not-to-exceed amount to $7,430,209.00.

Background

Staff recommends extending the contract term for Contract 17-07 with DJ's Electric Inc. to September 30, 2020. The contract was awarded in September 2017 with up to a three-year term, renewable on an annual basis. The current term ends September 30,2019; which is the last renewal of the contract. In order to continue efforts for Joint Use – NESC Compliance, Cable Replacement and Construction Projects it will be necessary to go out for bid in 2020.

DJ's Electric has been highly responsive to the District's emerging work load and project priorities and has been a very valuable partner in the District's ongoing construction efforts related to Joint Use NESC Corrections, cable replacement, and capital projects. Extending the contract term ensures continuity for our Joint Use NESC Correction program as well as our Cable Replacement program and makes labor resources available for system improvement projects that otherwise compete with District labor who have customer related projects as the highest priority.

With the extension of the contract term staff recommends the NTE amount of the contract be increased to ensure funding to the end of the extended contact term.

One of the primary work scopes for this contract is the District's long-term Cable Replacement program. At the beginning of 2018 the District had over 24 miles of single-phase cable and over 10 miles of three phase cable planned for replacement. The estimated cost of contact labor to meet cable replacement objectives was $800,000 per year in 2017 and 2018; and $1,200,000 in

2019. Staff's latest estimates are that future budgeting will remain at $1,200,000 per year in order to complete the back log of cable replacements in about five years.

DJ's will continue to replace single and three phase cable that requires conduit to be installed either by trenching or directional boring. DJ's is completing roughly 2000 feet per month at a cost of roughly $100,000 per month.

To ensure Cable Replacement program contract labor is available through September 2020, the 2020 Budget includes $1,200,000 for the year, and a Contract line item increase of $900,000.

The District's Joint Use NESC Compliance program is the other primary work scope of this contract. The proposed 2020 budget is $1,460,000. Because the term of the contract is being extended, staff recommends an increase to include proposed 2020 budget dollars through the end of the contract term in the amount of $1,095,000. This allocates $1,095,000 towards our "One Touch" program of which we expect to receive $525,000 in reimbursement from our Joint Use partners.

Summary

This NTE increase and contract term extension will continue the momentum of cable replacement and Joint Use Corrections and avoid mobilization and de-mobilization cost.

Fiscal Impact

The proposed 2020 budget includes allocations for continued Joint Use corrections efforts and cable replacements and the requested contract NTE increase is for through the end of the third quarter of 2020.

This contract change order assumes that both the 2019 amended budget and the 2020 proposed budget receive commission approval in the coming months.

Description	Contract #17-07 Totals	Expected Joint User Contribution	BPUD Net Expense	2020 Budget Amount
17-07 Current Contract Amount Following CO#4	**$5,435,209**	**$1,405,154**	**$4,030,055**	**n/a**
Change Order #6 Cable Replacement (thru Q3 20')	$900,000	n/a	$900,000	$1,200,000
Change Order #6 JU-NESC Compliance (thru Q3 20')	$907,500	$525,000	$382,500	$1,460,000
Change Order #6 OWS Removal (thru Q3 20')	$187,500	n/a	$187,500	n/a
Totals	**$7,430,209**	**$1,930,154**	**$5,500,055**	**$2,660,000**

***Note:** Change Order #5 (CO#5) was to allow for an annual negotiated Union Labor wage adjustment to the unit pricing per the contract.

Contract Change Order

2721 W. 10th Ave.
PO Box 6270
Kennewick, WA 99336

1. Contract Change No.	2. Contract No.	3. Effective Date
6	17-07	September 10, 2019

4. Contract Name & Address

DJ's Electrical, Inc.
2319 SE Grace Avenue
Battle Ground, WA 98604

5. Contract Cost Adjustment – This Change Only

__X__ - INCREASE $1,995,000.00

____ - DECREASE $

+ Washington State Sales Tax

6. Contract Schedule Adjustment – This Change Only

New Expiration Date: September 30, 2020

7. Description of Changes:

Extend the term of the contract to September 30, 2020 and increase the not-to-exceed amount of the contract by $1,995,000.00, ($900,000 for cable replacement projects and $1,095,000 for JU-NESC Compliance projects); bringing the new not-to-exceed amount of the contract to $7,430,209.00.

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT

8. Name of Contractor (Print or Type)	9. Benton PUD (Print or Type)
Signature _____	Signature _____
By _____	By Stephen B. Hunter
Title _____	Title Assistant General Manager
Date _____	Date _____

BENTON P.U.D

	Business Agenda
	Second Reading
X	*Consent Agenda*
	Info Only/Possible Action
	Info Only

COMMISSION MEETING AGENDA ITEM

Subject:	Contract Change Order #1 - #04-00-01 – City of Kennewick	
Agenda Item No:	4g	
Meeting Date:	September 10, 2019	
Presented by:	Rick Dunn	*Staff Presenting Item*
Approved by (dept):	Rick Dunn	*Director/Manager*
Approved for Commission review:	Chad B. Bartram	*General Manager/Asst GM*

Motion for Commission Consideration

Motion to authorize the General Manager on behalf of the District to sign Change Order #1 of Contract #04-00-01 with the City of Kennewick, to extend the term of the contract to December 31, 2019.

Background

City Ordinance 5044 was agreed to by the City and the District on June 8, 2004 with a term of 25 years.

As the renewal date approached, the City decided to update the franchise agreement. The City is working with a consultant to develop a new franchise agreement and did not believe it would be complete before the expiration. Therefore, City Ordinance 5810 was passed at the June 4, 2019 City Council meeting to extend the agreement to no later than December 31, 2019.

Summary

By signing this City Ordinance 5810, the District agrees to extend its franchise agreement with the City through the end of 2019.

Fiscal Impact

There is no fiscal impact.

CITY OF KENNEWICK
ORDINANCE NO. 5810

AN ORDINANCE EXTENDING THE TERM OF A FRANCHISE AGREEMENT WITH PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY TO NO LATER THAN DECEMBER 31, 2019.

WHEREAS, Ordinance No. 5044 was passed by the City Council of the City of Kennewick, Washington on June 1, 2004, and affirmed by Public Utility District No. 1 of Benton County on June 8, 2004; and

WHEREAS, Ordinance No. 5044 granted a non-exclusive right and franchise to Public Utility District No. 1 of Benton County for a period of fifteen (15) years; and

WHEREAS, more time is required to finalize a new Franchise Ageement beyond the expiring term of the current Agreement; and

WHEREAS, Section 13 of Ordinance 5044 states that the Franchise Ageement may be amended only by written instrument, signed by both parties; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The term for the Franchise Ageement granted to Public Utility District No. 1 of Benton County is extended until no later than December 31, 2019.

Section 2. All other conditions set forth by Ordinance No. 5044 remain in place and are fully enforceable.

Section 3. This ordinance shall be in full force and effect on June 8, 2019.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 4th day of June, 2019, and signed in authentication of its passage this 4th day of June, 2019.

DON BRITAIN, Mayor

Attest:

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5810 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 5th day of June, 2019.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION 6-8-19

We, JEFFREY D. HALL and BARRY BUSH, the president and secretary, respectively, of Public Utility District No. 1 of Benton County have read Ordinance 5810 and on behalf of said corporation do hereby accept the same and agree to abide by the terms and conditions set forth therein, and we further state that we are authorized by said corporation to accept the said franchise.

DATED this _____ day of June, 2019.

PUBLIC UTILITY DISTRICT NO. 1
OF BENTON COUNTY

BY _____
JEFFREY D. HALL, President

BY _____
BARRY BUSH, Secretary

BENTON P.U.D

✓	*Business Agenda*
	Second Reading
	Consent Agenda
	Info Only/Possible Action
	Info Only

COMMISSION MEETING AGENDA ITEM

Subject:	Energy Conservation Payment Approval	
Agenda Item No:	6a	
Meeting Date:	September 10, 2019	
Presented by:	Kent Zirker KZ	*Staff Presenting Item*
Approved by (dept):	Jon L. Meyer	*Director/Manager*
Approved for Commission review:	Chad B. Bartram	*General Manager/Asst GM*

Motion for Commission Consideration:

Motion to approve check number 77034 to Prodigy Homes, Inc. in the amount of $1,049.29 for New Construction Home Rebate.

Recommendation/Background

In accordance with RCW 42.23 et seq. and Resolution No. 2422, adopting the amended Governance of the Benton PUD Commission, this item is being presented for approval separately from the Payment Approval report in order to allow for more discussion by the Commission.

Summary

Motion to approve payment to Prodigy Homes, Inc. in the amount of $1,049.29.

PAYMENT APPROVAL
September 10, 2019

The vouchers presented on this Payment Approval Report for approval by the Board of Commissioners have been audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims by officers and employees have been certified as required by RCW 42.24.090.

Type of Payment	Starting #	Ending #	Page #	Amount
Accounts Payable:				
Prodigy Homes, Inc.	77034 - - -	77034	1	$ 1,049.29
TOTAL				**$ 1,049.29**

I, the undersigned Auditor of Public Utility District No. 1 of Benton County, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claims identified in this report are just, due and unpaid obligations against the District and that I am authorized to authenticate and certify to said claims.

Jon E. Meyer, Auditor — *Date* 9/3/19

Reviewed by:

Chad B. Bartram, General Manager

Approved by:

Jeffrey D. Hall, President

Barry A. Bush, Secretary

Accounts Payable
Check Register

ALL

Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
77034	08/28/2019	CHK	10382	PRODIGY HOMES,INC.	REEP	1,049.29

Total Payments for Bank Account - 2 :	(1)	1,049.29
Total Voids for Bank Account - 2 :	(0)	0.00
Total for Bank Account - 2 :	(1)	1,049.29
Grand Total for Payments :	(1)	1,049.29
Grand Total for Voids :	(0)	0.00
Grand Total :	(1)	1,049.29

BENTON P.U.D

- [x] *Business Agenda*
- [ ] *Second Reading*
- [x] *Consent Agenda*
- [ ] *Info Only/Possible Action*
- [ ] *Info Only*

COMMISSION MEETING AGENDA ITEM

Subject:	Contract Bid Award Recommendation, Benton City Substation Rebuild – Prater Electric, Inc. – Contract #19-12	
Agenda Item No:	6b	
Meeting Date:	September 10, 2019	
Presented by:	Evan Edwards	*Staff Presenting Item*
Approved by (dept):	Rick Dunn	*Director/Manager*
Approved for Commission review:	Chad B. Bartram CBB	*General Manager/Asst GM*

Motion for Commission Consideration

Motion to declare Allstar Construction Group, Inc. non-responsive and award the contract for Benton City Substation Rebuild to Prater Electric, Inc. of Kennewick, WA, Bid Package #19-12, for the total amount of $350,000.00 plus Washington State sales tax in accordance with RCW 54.05.080.

Background

Bids were opened on Tuesday, August 27, 2019 for foundation removal and foundation, ground grid, and conduit installation civil work as part of the Benton City substation rebuild project. Bids were received as follows:

Bidder/Contractor	Total Price Before Taxes	7/8" Rock Hole (ea.)	Engineer's Estimate	Engineer's Estimate + 15%
Allstar Construction Group, Inc	$314,824.00	$100.00	$536,253.00	$616,690.95
Prater Electric	$350,000.00	$200.00		
Summit Line Construction	$679,612.00	$373.30		

Allstar Construction Group was deemed non-responsive as they are not on the District's pre-qualified bidders list for electrical work. Summit Line was deemed non-responsive as they exceeded 115% of the Engineer's Estimate. Prater Electric took a single exception to the bid requirements. The District reviewed and granted the exception.

Benton City Substation was constructed in 1950 and is home to the District's oldest power transformer (69 years) which is at the end of its serviceable life. As with other substations acquired by the District from BPA, the installed equipment and associated technology is outdated and is in need of replacement. Rebuilding Benton City Substation includes civil construction efforts in order to incorporate current District substation design and operational requirements.

Summary

Awarding this bid will prepare Benton City substation for the scheduled deliveries of the metalclad switchgear, power transformer, and structural steel components under WO #559337 and meet the targeted energization date of December 2019.

Fiscal Impact

The portion of WO #559337 for this contracted civil construction work was included in the 2019 budget. WO #559337 was previously approved by the Commission at the February 20th, 2019 meeting.

BPUD CONTRACT #19-12

AGREEMENT

THIS AGREEMENT AND CONTRACT, made and entered into at Kennewick, Washington,

This ____ day of _____, 201_, by and between:

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, Washington, a municipal corporation hereinafter designated as the "District",

AND

PRATER ELECTRIC hereinafter designated as the "Contractor".

WITNESS:

That whereas the District has heretofore caused to be prepared Call for Bids, Definitions, General Instructions to Bidders, Special Instructions to Bidders, Affidavit of Pre-Qualified Bidder, Contractor's Proposal, Specifications for Construction, Performance Bond Form, and Plans and Construction Drawings, hereinafter referred to as "Contract Documents" for the construction of the

Benton City Substation Rebuild Project

Project and the Contractor did on the 27th day of August 2019, file with the District a proposal to construct said Project and agreed to accept as payment therefore the sum fully stated and set forth in the proposal, AND

WHEREAS, the said Contract Documents fully and accurately describe the terms and conditions upon which the Contractor proposes to furnish said equipment, labor, material, and appurtenances and perform said work, together with the manner and time of furnishing same;

IT IS THEREFORE AGREED, first, that said Contract Documents do in all particulars become a part of the Agreement and Contract by and between the parties hereto in all matters and things therein set forth and described; and further, that the District and the Contractor hereby accept and agree to the terms and conditions of said Contract Documents as filed as completely as if said terms and conditions and plans were herein set out in full.

IN FAITH WHEREOF, witness the signatures of both parties, below, on the day and year in this Agreement first above written.

The District is a public entity subject to the disclosure requirements of the Washington Public Records Act of RCW 42.56. The vendor expressly acknowledges and agrees that its proposal and any information vendor submits with its proposal or which vendor submits to the District in its performance of any contract with the District is subject to public disclosure pursuant to the Public Records Act or other applicable law and the District may disclose vendor's proposal and/or accompanying information at its sole discretion in accordance with its obligations under applicable law.

The District must comply with the Preservation and Destruction of Public Records RCW 40.14. The vendor expressly acknowledges and agrees that it will maintain all records and documentation related to the contract in accordance with its obligations under applicable law.

In the event that the District receives a request pursuant to the Washington Public Records Act, or other legal process requesting or mandating disclosure of any information or documents submitted to the District by vendor, the District's sole obligation shall be to notify the vendor promptly, so that the vendor at vendor's expense and cost, may seek court protection of any of the requested information vendor deems confidential.

BENTON PUD

Authorized By: _____
Chad B. Bartram, General Manager

Signature: _____ Date: _____

PRATER ELECTRIC

Address: _____ Address: _____
(street) (mailing)
_____ _____

Telephone: _____

FAX: _____

_____ / _____ _____
Wash. State Contractor's Reg. No. & Expiration Date UBI No.

Authorized By: _____
(Print Name & Title)

Signature: _____ Date: _____

X	*Business Agenda*
	Second Reading
	Consent Agenda
	Info Only/Possible Action
	Info Only

COMMISSION MEETING AGENDA ITEM

Subject:	RFP Contract Award - #19-51-03 – RPS Advisors	
Agenda Item No:	6c	
Meeting Date:	September 10, 2019	
Presented by:	Chris Johnson	*Staff Presenting Item*
Approved by (dept):	Rick Dunn	*Director/Manager*
Approved for Commission review:	Chad B. Bartram	*General Manager/Asst GM*

Motion for Commission Consideration

Motion authorizing the General Manager on behalf of the District to sign a contract with RPS Advisors, Contract #19-51-03, substantially in the form presented, for the purchase of 40,000 (4.56 aMW) Firm Renewable Energy Credits (RECs) with a not-to-exceed amount of $2,200,000.00, beginning in 2020 for 10 years.

Background

On June 17, 2019, staff issued a Request for Proposal (RFP) asking for proposals for delivery of 40,000 (4.56 aMW) RECs annually beginning in 2020 to bridge the gap of the Energy Independence Act (EIA) renewable resource requirement moving from 9% to 15%.

The RFP and proposals were due July 11th and there were four respondents. The four responses received were from RPS Advisors, Constellation, and 2 from Enerparc. The District evaluated respondents based on evaluation criteria; which includes that the District will review "Any respondent(s) offering the District the best combination of proposal features, risk factors, and price, all as determined by the District in its sole discretion, will be selected for contract negotiations". Through this evaluation process staff scored each of the respondents and collectively recommended awarding the contract to RPS Advisors.

On June 25th, 2019, staff presented information to Commission, under management report, on the REC purchases needed to meet EIA requirements. Staff also advised Commission of the plan to provide a contract recommendation in 2019 for Commission consideration following negotiations with the recommended respondent.

During the RFP process, staff and the District's Risk Management Committee discussed the RFP responses. The two lowest cost responses were from Enerparc, however their proposal was for 33,000 REC's of the 40,000 REC's requested by the District and were from a site under construction. Additionally, 28,000 of the 33,000 were firm and 5,000 were estimated at unit contingent adding additional risk to the District.

The other two proposals were for 40,000 firm REC's. RPS Advisors offered multiple projects which can individually support the firm 40,000 REC's proposed. RPS Advisor's price for the ten-year contract was fixed at $5.50 with no escalation for Firm RECS and no collateral. The other proposal from Constellation, was nearly double the price over the ten-year period as that contract escalated from $6.00 to $12.25. After the District's full evaluation, it is the staff and the District's Risk Management Committee recommendation to award to RPS Advisors.

Since the evaluation, additional questions and comments have been received from the broker that submitted Enerparc's proposals regarding the District's recommendation. The District reviewed these questions and comments and has maintained its recommendation to proceed to contract with RPS Advisors.

RPS Advisors has been active in renewable energy markets since 2009. In 2018 they bought and sold over 4.8 million RECs. The proposal is for Firm delivery of 4.56 aMW RECs from existing wind sites located in Idaho or a Biomass site in Washington. RPS retains the right to deliver RECs from other like facility projects including solar so long as they comply with Washington States Energy Independence Act.

The contract term and price for RPS Advisors is summarized in the table below.

Resource	REC Vintage	Number of Firm RECs	Price per REC	Annual Price
Biomass/Wind/Solar compliant with WA RPS legislation.	2020-2029	40,000 RECs	$5.50	$ 220,000.00

Summary

Contracting with RPS Advisors to purchase 40,000 (4.56 aMW) of Firm RECs will contribute towards bridging the gap of the 2020 Energy Independence Act (EIA) renewable resource requirement of 15% and adds diversity to the District's overall REC portfolio.

Fiscal Impact

The 2020 department 51 budget includes $220,000.00 for REC purchases. The not-to-exceed amount beginning in 2020 for 10 years is $2,200,000.00.

Master Power Purchase & Sale Agreement

MASTER POWER PURCHASE AND SALES AGREEMENT

TABLE OF CONTENTS

COVER SHEET 84

GENERAL TERMS AND CONDITIONS 88

ARTICLE ONE: GENERAL DEFINITIONS 88

ARTICLE TWO: TRANSACTION TERMS AND CONDITIONS 93
2.1 Transactions 93
2.2 Governing Terms 93
2.3 Confirmation 93
2.4 Additional Confirmation Terms 93
2.5 Recording 94

ARTICLE THREE: OBLIGATIONS AND DELIVERIES 94
3.1 Seller's and Buyer's Obligations 94
3.2 Transmission and Scheduling 94
3.3 Force Majeure 94

ARTICLE FOUR: REMEDIES FOR FAILURE TO DELIVER/RECEIVE 94
4.1 Seller Failure 94
4.2 Buyer Failure 95

ARTICLE FIVE: EVENTS OF DEFAULT; REMEDIES 95
5.1 Events of Default 95
5.2 Declaration of an Early Termination Date and Calculation of Settlement Amounts 96
5.3 Net Out of Settlement Amounts 96
5.4 Notice of Payment of Termination Payment 97
5.5 Disputes With Respect to Termination Payment 97
5.6 Closeout Setoffs 97
5.7 Suspension of Performance 97

ARTICLE SIX: PAYMENT AND NETTING 98
6.1 Billing Period 98
6.2 Timeliness of Payment 98
6.3 Disputes and Adjustments of Invoices 98
6.4 Netting of Payments 98
6.5 Payment Obligation Absent Netting 99
6.6 Security 99
6.7 Payment for Options 99
6.8 Transaction Netting 99

ARTICLE SEVEN: LIMITATIONS 99
7.1 Limitation of Remedies, Liability and Damages 99

ARTICLE EIGHT: CREDIT AND COLLATERAL REQUIREMENTS 100
8.1 Party A Credit Protection 100
8.2 Party B Credit Protection 101
8.3 Grant of Security Interest/Remedies 103

ARTICLE NINE: GOVERNMENTAL CHARGES 103
9.1 Cooperation 103
9.2 Governmental Charges 103

ARTICLE TEN: MISCELLANEOUS 104
10.1 Term of Master Agreement 104
10.2 Representations and Warranties 104
10.3 Title and Risk of Loss 105
10.4 Indemnity 105
10.5 Assignment 105
10.6 Governing Law 106
10.7 Notices 106
10.8 General 106
10.9 Audit 107
10.10 Forward Contract 107
10.11 Confidentiality 107

SCHEDULE M: GOVERNMENTAL ENTITY OR PUBLIC POWER SYSTEMS 108

SCHEDULE P: PRODUCTS AND RELATED DEFINITIONS 111

EXHIBIT A: CONFIRMATION LETTER 117

MASTER POWER PURCHASE AND SALE AGREEMENT

COVER SHEET

This *Master Power Purchase and Sale Agreement* ("*Master Agreement*") is made as of the following date: _____ ("Effective Date"). The *Master Agreement*, together with the exhibits, schedules and any written supplements hereto, the Party A Tariff, if any, the Party B Tariff, if any, any designated collateral, credit support or margin agreement or similar arrangement between the Parties and all Transactions (including any confirmations accepted in accordance with Section 2.3 hereto) shall be referred to as the "Agreement." The Parties to this *Master Agreement* are the following:

Name ("_____" or "Party A")

All Notices:

Street: _____

City: _____ Zip: _____

Attn: Contract Administration
Phone: _____
Facsimile: _____
Duns: _____
Federal Tax ID Number: _____

Invoices:
Attn: _____
Phone: _____
Facsimile: _____

Scheduling:
Attn: _____
Phone: _____
Facsimile: _____

Payments:
Attn: _____
Phone: _____
Facsimile: _____

Wire Transfer:
BNK: _____
ABA: _____
ACCT: _____

Credit and Collections:
Attn: _____
Phone: _____
Facsimile: _____

With additional Notices of an Event of Default or Potential Event of Default to:
Attn: _____
Phone: _____
Facsimile: _____

Name Public Utility District No. 1 of Benton County ("Party B")

All Notices:

Street: _____

City: _____ Zip: _____

Attn: Contract Administration
Phone: _____
Facsimile: _____
Duns: _____
Federal Tax ID Number: _____

Invoices:
Attn: _____
Phone: _____
Facsimile: _____

Scheduling:
Attn: _____
Phone: _____
Facsimile: _____

Payments:
Attn: _____
Phone: _____
Facsimile: _____

Wire Transfer:
BNK: _____
ABA: _____
ACCT: _____

Credit and Collections:
Attn: _____
Phone: _____
Facsimile: _____

With additional Notices of an Event of Default or Potential Event of Default to:
Attn: _____
Phone: _____
Facsimile: _____

The Parties hereby agree that the General Terms and Conditions are incorporated herein, and to the following provisions as provided for in the General Terms and Conditions:

Party A Tariff Tariff _____ Dated _____ Docket Number _____

Party B Tariff Tariff _____ Dated _____ Docket Number _____

Article Two

Transaction Terms and Conditions

[] Optional provision in Section 2.4. If not checked, inapplicable.

Article Four

Remedies for Failure to Deliver or Receive

[] Accelerated Payment of Damages. If not checked, inapplicable.

Article Five

Events of Default; Remedies

[] Cross Default for Party A:

[] Party A:_____ Cross Default Amount $_____

[] Other Entity:_____ Cross Default Amount $_____

[] Cross Default for Party B:

[] Party B:_____ Cross Default Amount $_____

[] Other Entity:_____ Cross Default Amount $_____

5.6 Closeout Setoff

[] Option A (Applicable if no other selection is made.)

[] Option B - Affiliates shall have the meaning set forth in the Agreement unless otherwise specified as follows:_____

_____

[] Option C (No Setoff)

Article 8

Credit and Collateral Requirements

8.1 Party A Credit Protection:

(a) Financial Information:

[] Option A
[] Option B Specify: _____
[] Option C Specify: _____

(b) Credit Assurances:

[] Not Applicable
[] Applicable

(c) Collateral Threshold:

[] Not Applicable
[] Applicable

If applicable, complete the following:

Party B Collateral Threshold: $ _____; provided, however, that Party B's Collateral Threshold shall be zero if an Event of Default or Potential Event of Default with respect to Party B has occurred and is continuing.

Party B Independent Amount: $_____

Party B Rounding Amount: $_____

(d) Downgrade Event:

[] Not Applicable
[] Applicable

If applicable, complete the following:

[] It shall be a Downgrade Event for Party B if Party B's Credit Rating falls below _____ from S&P or _____ from Moody's or if Party B is not rated by either S&P or Moody's

[] Other:
Specify:_____

(e) Guarantor for Party B:_____

Guarantee Amount:_____

8.2 Party B Credit Protection:

(a) Financial Information:

[] Option A
[] Option B Specify: _____
[] Option C Specify: _____

(b) Credit Assurances:

[] Not Applicable
[] Applicable

(c) Collateral Threshold:

[] Not Applicable
[] Applicable

If applicable, complete the following:

Party A Collateral Threshold: $ _____; provided, however, that Party A's Collateral Threshold shall be zero if an Event of Default or Potential Event of Default with respect to Party A has occurred and is continuing.

Party A Independent Amount: $_____

Party A Rounding Amount: $_____

(d) Downgrade Event:

[] Not Applicable
[] Applicable

If applicable, complete the following:

[] It shall be a Downgrade Event for Party A if Party A's Credit Rating falls below _____ from S&P or _____ from Moody's or if Party A is not rated by either S&P or Moody's

[] Other:
Specify:_____

(e) Guarantor for Party A:_____

Guarantee Amount:_____

Article 10

Confidentiality [] Confidentiality Applicable If not checked, inapplicable.

Schedule M

[] Party A is a Governmental Entity or Public Power System
[] Party B is a Governmental Entity or Public Power System
[] Add Section 3.6. If not checked, inapplicable
[] Add Section 8.6. If not checked, inapplicable

Other Changes Specify, if any: _____

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be duly executed as of the date first above written.

Party A Name	Public Utility District No. 1 of Benton County ("Party B")
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

DISCLAIMER: This Master Power Purchase and Sale Agreement was prepared by a committee of representatives of Edison Electric Institute ("EEI") and National Energy Marketers Association ("NEM") member companies to facilitate orderly trading in and development of wholesale power markets. Neither EEI nor NEM nor any member company nor any of their agents, representatives or attorneys shall be responsible for its use, or any damages resulting there from. By providing this Agreement EEI and NEM do not offer legal advice and all users are urged to consult their own legal counsel to ensure that their commercial objectives will be achieved and their legal interests are adequately protected.

GENERAL TERMS AND CONDITIONS

ARTICLE ONE: GENERAL DEFINITIONS

1.1 "Affiliate" means, with respect to any person, any other person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person. For this purpose, "control" means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.

1.2 "Agreement" has the meaning set forth in the Cover Sheet.

1.3 "Bankrupt" means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

1.4 "Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party from whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

1.5 "Buyer" means the Party to a Transaction that is obligated to purchase and receive, or cause to be received, the Product, as specified in the Transaction.

1.6 "Call Option" means an Option entitling, but not obligating, the Option Buyer to purchase and receive the Product from the Option Seller at a price equal to the Strike Price for the Delivery Period for which the Option may be exercised, all as specified in the Transaction. Upon proper exercise of the Option by the Option Buyer, the Option Seller will be obligated to sell and deliver the Product for the Delivery Period for which the Option has been exercised.

1.7 "Claiming Party" has the meaning set forth in Section 3.3.

1.8 "Claims" means all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of an indemnity, and the resulting losses, damages, expenses, attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

1.9 "Confirmation" has the meaning set forth in Section 2.3.

1.10 "Contract Price" means the price in $U.S. (unless otherwise provided for) to be paid by Buyer to Seller for the purchase of the Product, as specified in the Transaction.

1.11 "Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace a Terminated Transaction; and all reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with the termination of a Transaction.

1.12 "Credit Rating" means, with respect to any entity, the rating then assigned to such entity's unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as an issues rating by S&P, Moody's or any other rating agency agreed by the Parties as set forth in the Cover Sheet.

1.13 "Cross Default Amount" means the cross default amount, if any, set forth in the Cover Sheet for a Party.

1.14 "Defaulting Party" has the meaning set forth in Section 5.1.

1.15 "Delivery Period" means the period of delivery for a Transaction, as specified in the Transaction.

1.16 "Delivery Point" means the point at which the Product will be delivered and received, as specified in the Transaction.

1.17 "Downgrade Event" has the meaning set forth on the Cover Sheet.

1.18 "Early Termination Date" has the meaning set forth in Section 5.2.

1.19 "Effective Date" has the meaning set forth on the Cover Sheet.

1.20 "Equitable Defenses" means any bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the court before which proceedings to obtain same may be pending.

1.21 "Event of Default" has the meaning set forth in Section 5.1.

1.22 "FERC" means the Federal Energy Regulatory Commission or any successor government agency.

1.23 "Force Majeure" means an event or circumstance which prevents one Party from performing its obligations under one or more Transactions, which event or circumstance was not anticipated as of the date the Transaction was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of Buyer's markets; (ii) Buyer's inability economically to use or resell the Product purchased hereunder; (iii) the loss or failure of Seller's supply; or (iv) Seller's ability to sell the Product at a price greater than the Contract Price. Neither Party may raise a claim of Force Majeure based in whole or in part on curtailment by a Transmission Provider unless (i) such Party has contracted for firm transmission with a Transmission Provider for the Product to be delivered to or received at the Delivery Point and (ii) such curtailment is due

to "force majeure" or "uncontrollable force" or a similar term as defined under the Transmission Provider's tariff; provided, however, that existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of a Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that a Force Majeure as defined in the first sentence hereof has occurred. The applicability of Force Majeure to the Transaction is governed by the terms of the Products and Related Definitions contained in Schedule P.

1.24 "Gains" means, with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of a Terminated Transaction, determined in a commercially reasonable manner.

1.25 "Guarantor" means, with respect to a Party, the guarantor, if any, specified for such Party on the Cover Sheet.

1.26 "Interest Rate" means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in *The Wall Street Journal* under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published), plus two percent (2%) and (b) the maximum rate permitted by applicable law.

1.27 "Letter(s) of Credit" means one or more irrevocable, transferable standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a credit rating of at least A- from S&P or A3 from Moody's, in a form acceptable to the Party in whose favor the letter of credit is issued. Costs of a Letter of Credit shall be borne by the applicant for such Letter of Credit.

1.28 "Losses" means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of a Terminated Transaction, determined in a commercially reasonable manner.

1.29 "Master Agreement" has the meaning set forth on the Cover Sheet.

1.30 "Moody's" means Moody's Investor Services, Inc. or its successor.

1.31 "NERC Business Day" means any day except a Saturday, Sunday or a holiday as defined by the North American Electric Reliability Council or any successor organization thereto. A NERC Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party from whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

1.32 "Non-Defaulting Party" has the meaning set forth in Section 5.2.

1.33 "Offsetting Transactions" mean any two or more outstanding Transactions, having the same or overlapping Delivery Period(s), Delivery Point and payment date, where under one or more of such Transactions, one Party is the Seller, and under the other such Transaction(s), the same Party is the Buyer.

1.34 "Option" means the right but not the obligation to purchase or sell a Product as specified in a Transaction.

1.35 "Option Buyer" means the Party specified in a Transaction as the purchaser of an option, as defined in Schedule P.

1.36 "Option Seller" means the Party specified in a Transaction as the seller of an option, as defined in Schedule P.

1.37 "Party A Collateral Threshold" means the collateral threshold, if any, set forth in the Cover Sheet for Party A.

1.38 "Party B Collateral Threshold" means the collateral threshold, if any, set forth in the Cover Sheet for Party B.

1.39 "Party A Independent Amount" means the amount, if any, set forth in the Cover Sheet for Party A.

1.40 "Party B Independent Amount" means the amount, if any, set forth in the Cover Sheet for Party B.

1.41 "Party A Rounding Amount" means the amount, if any, set forth in the Cover Sheet for Party A.

1.42 "Party B Rounding Amount" means the amount, if any, set forth in the Cover Sheet for Party B.

1.43 "Party A Tariff" means the tariff, if any, specified in the Cover Sheet for Party A.

1.44 "Party B Tariff" means the tariff, if any, specified in the Cover Sheet for Party B.

1.45 "Performance Assurance" means collateral in the form of cash, Letter(s) of Credit, or other security acceptable to the Requesting Party.

1.46 "Potential Event of Default" means an event which, with notice or passage of time or both, would constitute an Event of Default.

1.47 "Product" means electric capacity, energy or other product(s) related thereto as specified in a Transaction by reference to a Product listed in Schedule P hereto or as otherwise specified by the Parties in the Transaction.

1.48 "Put Option" means an Option entitling, but not obligating, the Option Buyer to sell and deliver the Product to the Option Seller at a price equal to the Strike Price for the Delivery Period for which the option may be exercised, all as specified in a Transaction. Upon proper exercise of the Option by the Option Buyer, the Option Seller will be obligated to purchase and receive the Product.

1.49 "Quantity" means that quantity of the Product that Seller agrees to make available or sell and deliver, or cause to be delivered, to Buyer, and that Buyer agrees to purchase and receive, or cause to be received, from Seller as specified in the Transaction.

1.50 "Recording" has the meaning set forth in Section 2.4.

1.51 "Replacement Price" means the price at which Buyer, acting in a commercially reasonable manner, purchases at the Delivery Point a replacement for any Product specified in a Transaction but not delivered by Seller, plus (i) costs reasonably incurred by Buyer in purchasing such substitute Product and (ii) additional transmission charges, if any, reasonably incurred by Buyer to the Delivery Point, or at Buyer's option, the market price at the Delivery Point for such Product not delivered as determined by Buyer in a commercially reasonable manner; provided, however, in no event shall such price include any penalties, ratcheted demand or similar charges, nor shall Buyer be required to utilize or change its utilization of its owned or controlled assets or market positions to minimize Seller's liability. For the purposes of this definition, Buyer shall be considered to have purchased replacement Product to the extent Buyer shall have entered into one or more arrangements in a commercially reasonable manner whereby Buyer repurchases its obligation to sell and deliver the Product to another party at the Delivery Point.

1.52 "S&P" means the Standard & Poor's Rating Group (a division of McGraw-Hill, Inc.) or its successor.

1.53 "Sales Price" means the price at which Seller, acting in a commercially reasonable manner, resells at the Delivery Point any Product not received by Buyer, deducting from such proceeds any (i) costs reasonably incurred by Seller in reselling such Product and (ii) additional transmission charges, if any, reasonably incurred by Seller in delivering such Product to the third party purchasers, or at Seller's option, the market price at the Delivery Point for such Product not received as determined by Seller in a commercially reasonable manner; provided, however, in no event shall such price include any penalties, ratcheted demand or similar charges, nor shall Seller be required to utilize or change its utilization of its owned or controlled assets, including contractual assets, or market positions to minimize Buyer's liability. For purposes of this definition, Seller shall be considered to have resold such Product to the extent Seller shall have entered into one or more arrangements in a commercially reasonable manner whereby Seller repurchases its obligation to purchase and receive the Product from another party at the Delivery Point.

1.54 "Schedule" or "Scheduling" means the actions of Seller, Buyer and/or their designated representatives, including each Party's Transmission Providers, if applicable, of notifying, requesting and confirming to each other the quantity and type of Product to be delivered on any given day or days during the Delivery Period at a specified Delivery Point.

1.55 "Seller" means the Party to a Transaction that is obligated to sell and deliver, or cause to be delivered, the Product, as specified in the Transaction.

1.56 "Settlement Amount" means, with respect to a Transaction and the Non-Defaulting Party, the Losses or Gains, and Costs, expressed in U.S. Dollars, which such party incurs as a result of the liquidation of a Terminated Transaction pursuant to Section 5.2.

1.57 "Strike Price" means the price to be paid for the purchase of the Product pursuant to an Option.

1.58 "Terminated Transaction" has the meaning set forth in Section 5.2.

1.59 "Termination Payment" has the meaning set forth in Section 5.3.

1.60 "Transaction" means a particular transaction agreed to by the Parties relating to the sale and purchase of a Product pursuant to this Master Agreement.

1.61 "Transmission Provider" means any entity or entities transmitting or transporting the Product on behalf of Seller or Buyer to or from the Delivery Point in a particular Transaction.

ARTICLE TWO: TRANSACTION TERMS AND CONDITIONS

2.1 Transactions. A Transaction shall be entered into upon agreement of the Parties orally or, if expressly required by either Party with respect to a particular Transaction, in writing, including an electronic means of communication. Each Party agrees not to contest, or assert any defense to, the validity or enforceability of the Transaction entered into in accordance with this Master Agreement (i) based on any law requiring agreements to be in writing or to be signed by the parties, or (ii) based on any lack of authority of the Party or any lack of authority of any employee of the Party to enter into a Transaction.

2.2 Governing Terms. Unless otherwise specifically agreed, each Transaction between the Parties shall be governed by this Master Agreement. This Master Agreement (including all exhibits, schedules and any written supplements hereto), , the Party A Tariff, if any, and the Party B Tariff, if any, any designated collateral, credit support or margin agreement or similar arrangement between the Parties and all Transactions (including any Confirmations accepted in accordance with Section 2.3) shall form a single integrated agreement between the Parties. Any inconsistency between any terms of this Master Agreement and any terms of the Transaction shall be resolved in favor of the terms of such Transaction.

2.3 Confirmation. Seller may confirm a Transaction by forwarding to Buyer by facsimile within three (3) Business Days after the Transaction is entered into a confirmation ("Confirmation") substantially in the form of Exhibit A. If Buyer objects to any term(s) of such Confirmation, Buyer shall notify Seller in writing of such objections within two (2) Business Days of Buyer's receipt thereof, failing which Buyer shall be deemed to have accepted the terms as sent. If Seller fails to send a Confirmation within three (3) Business Days after the Transaction is entered into, a Confirmation substantially in the form of Exhibit A, may be forwarded by Buyer to Seller. If Seller objects to any term(s) of such Confirmation, Seller shall notify Buyer of such objections within two (2) Business Days of Seller's receipt thereof, failing which Seller shall be deemed to have accepted the terms as sent. If Seller and Buyer each send a Confirmation and neither Party objects to the other Party's Confirmation within two (2) Business Days of receipt, Seller's Confirmation shall be deemed to be accepted and shall be the controlling Confirmation, unless (i) Seller's Confirmation was sent more than three (3) Business Days after the Transaction was entered into and (ii) Buyer's Confirmation was sent prior to Seller's Confirmation, in which case Buyer's Confirmation shall be deemed to be accepted and shall be the controlling Confirmation. Failure by either Party to send or either Party to return an executed Confirmation or any objection by either Party shall not invalidate the Transaction agreed to by the Parties.

2.4 Additional Confirmation Terms. If the Parties have elected on the Cover Sheet to make this Section 2.4 applicable to this Master Agreement, when a Confirmation contains provisions, other than those provisions relating to the commercial terms of the Transaction (e.g., price or special transmission conditions), which modify or supplement the general terms and conditions of this Master Agreement (e.g., arbitration provisions or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 2.3 unless agreed to either orally or in writing by the Parties; provided that the foregoing shall not invalidate any Transaction agreed to by the Parties.

2.5 Recording. Unless a Party expressly objects to a Recording (defined below) at the beginning of a telephone conversation, each Party consents to the creation of a tape or electronic recording ("Recording") of all telephone conversations between the Parties to this Master Agreement, and that any such Recordings will be retained in confidence, secured from improper access, and may be submitted in evidence in any proceeding or action relating to this Agreement. Each Party waives any further notice of such monitoring or recording, and agrees to notify its officers and employees of such monitoring or recording and to obtain any necessary consent of such officers and employees. The Recording, and the terms and conditions described therein, if admissible, shall be the controlling evidence for the Parties' agreement with respect to a particular Transaction in the event a Confirmation is not fully executed (or deemed accepted) by both Parties. Upon full execution (or deemed acceptance) of a Confirmation, such Confirmation shall control in the event of any conflict with the terms of a Recording, or in the event of any conflict with the terms of this Master Agreement.

ARTICLE THREE: OBLIGATIONS AND DELIVERIES

3.1 Seller's and Buyer's Obligations. With respect to each Transaction, Seller shall sell and deliver, or cause to be delivered, and Buyer shall purchase and receive, or cause to be received, the Quantity of the Product at the Delivery Point, and Buyer shall pay Seller the Contract Price; provided, however, with respect to Options, the obligations set forth in the preceding sentence shall only arise if the Option Buyer exercises its Option in accordance with its terms. Seller shall be responsible for any costs or charges imposed on or associated with the Product or its delivery of the Product up to the Delivery Point. Buyer shall be responsible for any costs or charges imposed on or associated with the Product or its receipt at and from the Delivery Point.

3.2 Transmission and Scheduling. Seller shall arrange and be responsible for transmission service to the Delivery Point and shall Schedule or arrange for Scheduling services with its Transmission Providers, as specified by the Parties in the Transaction, or in the absence thereof, in accordance with the practice of the Transmission Providers, to deliver the Product to the Delivery Point. Buyer shall arrange and be responsible for transmission service at and from the Delivery Point and shall Schedule or arrange for Scheduling services with its Transmission Providers to receive the Product at the Delivery Point.

3.3 Force Majeure. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under the Transaction and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable, then, unless the terms of the Product specify otherwise, the Claiming Party shall be excused from the performance of its obligations with respect to such Transaction (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

ARTICLE FOUR: REMEDIES FOR FAILURE TO DELIVER/RECEIVE

4.1 Seller Failure. If Seller fails to schedule and/or deliver all or part of the Product pursuant to a Transaction, and such failure is not excused under the terms of the Product or by Buyer's failure to perform, then Seller shall pay Buyer, on the date payment would otherwise be due in respect of the month in which the failure occurred or, if "Accelerated Payment of Damages" is specified on the Cover Sheet,

within five (5) Business Days of invoice receipt, an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the Contract Price from the Replacement Price. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

4.2 Buyer Failure. If Buyer fails to schedule and/or receive all or part of the Product pursuant to a Transaction and such failure is not excused under the terms of the Product or by Seller's failure to perform, then Buyer shall pay Seller, on the date payment would otherwise be due in respect of the month in which the failure occurred or, if "Accelerated Payment of Damages" is specified on the Cover Sheet, within five (5) Business Days of invoice receipt, an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the Sales Price from the Contract Price. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

ARTICLE FIVE: EVENTS OF DEFAULT; REMEDIES

5.1 Events of Default. An "Event of Default" shall mean, with respect to a Party (a "Defaulting Party"), the occurrence of any of the following:

(a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) Business Days after written notice;

(b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated;

(c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to deliver or receive the Product, the exclusive remedy for which is provided in Article Four) if such failure is not remedied within three (3) Business Days after written notice;

(d) such Party becomes Bankrupt;

(e) the failure of such Party to satisfy the creditworthiness/collateral requirements agreed to pursuant to Article Eight hereof;

(f) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party;

(g) if the applicable cross default section in the Cover Sheet is indicated for such Party, the occurrence and continuation of (i) a default, event of default or other similar condition or event in respect of such Party or any other party specified in the Cover Sheet for such Party under one or more agreements or instruments, individually or collectively, relating to indebtedness for borrowed money in an aggregate amount of not less than the applicable Cross Default Amount (as specified in the Cover Sheet),

which results in such indebtedness becoming, or becoming capable at such time of being declared, immediately due and payable or (ii) a default by such Party or any other party specified in the Cover Sheet for such Party in making on the due date therefore one or more payments, individually or collectively, in an aggregate amount of not less than the applicable Cross Default Amount (as specified in the Cover Sheet);

(h) with respect to such Party's Guarantor, if any:

(i) if any representation or warranty made by a Guarantor in connection with this Agreement is false or misleading in any material respect when made or when deemed made or repeated;

(ii) the failure of a Guarantor to make any payment required or to perform any other material covenant or obligation in any guaranty made in connection with this Agreement and such failure shall not be remedied within three (3) Business Days after written notice;

(iii) a Guarantor becomes Bankrupt;

(iv) the failure of a Guarantor's guaranty to be in full force and effect for purposes of this Agreement (other than in accordance with its terms) prior to the satisfaction of all obligations of such Party under each Transaction to which such guaranty shall relate without the written consent of the other Party; or

(v) a Guarantor shall repudiate, disaffirm, disclaim, or reject, in whole or in part, or challenge the validity of any guaranty.

5.2 Declaration of an Early Termination Date and Calculation of Settlement Amounts. If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party (the "Non-Defaulting Party") shall have the right (i) to designate a day, no earlier than the day such notice is effective and no later than 20 days after such notice is effective, as an early termination date ("Early Termination Date") to accelerate all amounts owing between the Parties and to liquidate and terminate all, but not less than all, Transactions (each referred to as a "Terminated Transaction") between the Parties, (ii) withhold any payments due to the Defaulting Party under this Agreement and (iii) suspend performance. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for each such Terminated Transaction as of the Early Termination Date (or, to the extent that in the reasonable opinion of the Non-Defaulting Party certain of such Terminated Transactions are commercially impracticable to liquidate and terminate or may not be liquidated and terminated under applicable law on the Early Termination Date, as soon thereafter as is reasonably practicable).

5.3 Net Out of Settlement Amounts. The Non-Defaulting Party shall aggregate all Settlement Amounts into a single amount by: netting out (a) all Settlement Amounts that are due to the Defaulting Party, plus, at the option of the Non-Defaulting Party, any cash or other form of security then available to the Non-Defaulting Party pursuant to Article Eight, plus any or all other amounts due to the Defaulting Party under this Agreement against (b) all Settlement Amounts that are due to the Non-Defaulting Party, plus any or all other amounts due to the Non-Defaulting Party under this Agreement, so that all such

amounts shall be netted out to a single liquidated amount (the "Termination Payment") payable by one Party to the other. The Termination Payment shall be due to or due from the Non-Defaulting Party as appropriate.

5.4 Notice of Payment of Termination Payment. As soon as practicable after a liquidation, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to or due from the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment shall be made by the Party that owes it within two (2) Business Days after such notice is effective.

5.5 Disputes With Respect to Termination Payment. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within two (2) Business Days of receipt of Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute; provided, however, that if the Termination Payment is due from the Defaulting Party, the Defaulting Party shall first transfer Performance Assurance to the Non-Defaulting Party in an amount equal to the Termination Payment.

5.6 Closeout Setoffs.

Option A: After calculation of a Termination Payment in accordance with Section 5.3, if the Defaulting Party would be owed the Termination Payment, the Non-Defaulting Party shall be entitled, at its option and in its discretion, to (i) set off against such Termination Payment any amounts due and owing by the Defaulting Party to the Non-Defaulting Party under any other agreements, instruments or undertakings between the Defaulting Party and the Non-Defaulting Party and/or (ii) to the extent the Transactions are not yet liquidated in accordance with Section 5.2, withhold payment of the Termination Payment to the Defaulting Party. The remedy provided for in this Section shall be without prejudice and in addition to any right of setoff, combination of accounts, lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

Option B: After calculation of a Termination Payment in accordance with Section 5.3, if the Defaulting Party would be owed the Termination Payment, the Non-Defaulting Party shall be entitled, at its option and in its discretion, to (i) set off against such Termination Payment any amounts due and owing by the Defaulting Party or any of its Affiliates to the Non-Defaulting Party or any of its Affiliates under any other agreements, instruments or undertakings between the Defaulting Party or any of its Affiliates and the Non-Defaulting Party or any of its Affiliates and/or (ii) to the extent the Transactions are not yet liquidated in accordance with Section 5.2, withhold payment of the Termination Payment to the Defaulting Party. The remedy provided for in this Section shall be without prejudice and in addition to any right of setoff, combination of accounts, lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

Option C: Neither Option A nor B shall apply.

5.7 Suspension of Performance. Notwithstanding any other provision of this Master Agreement, if (a) an Event of Default or (b) a Potential Event of Default shall have occurred and be continuing, the Non-Defaulting Party, upon written notice to the Defaulting Party, shall have the right (i) to suspend

performance under any or all Transactions; provided, however, in no event shall any such suspension continue for longer than ten (10) NERC Business Days with respect to any single Transaction unless an early Termination Date shall have been declared and notice thereof pursuant to Section 5.2 given, and (ii) to the extent an Event of Default shall have occurred and be continuing to exercise any remedy available at law or in equity.

ARTICLE SIX: PAYMENT AND NETTING

6.1 Billing Period. Unless otherwise specifically agreed upon by the Parties in a Transaction, the calendar month shall be the standard period for all payments under this Agreement (other than Termination Payments and, if "Accelerated Payment of Damages" is specified by the Parties in the Cover Sheet, payments pursuant to Section 4.1 or 4.2 and Option premium payments pursuant to Section 6.7). As soon as practicable after the end of each month, each Party will render to the other Party an invoice for the payment obligations, if any, incurred hereunder during the preceding month.

6.2 Timeliness of Payment. Unless otherwise agreed by the Parties in a Transaction, all invoices under this Master Agreement shall be due and payable in accordance with each Party's invoice instructions on or before the later of the twentieth (20th) day of each month, or tenth (10th) day after receipt of the invoice or, if such day is not a Business Day, then on the next Business Day. Each Party will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any amounts not paid by the due date will be deemed delinquent and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full.

6.3 Disputes and Adjustments of Invoices. A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice, rendered under this Agreement or adjust any invoice for any arithmetic or computational error within twelve (12) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within two (2) Business Days of such resolution along with interest accrued at the Interest Rate from and including the due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 6.3 within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made. If an invoice is not rendered within twelve (12) months after the close of the month during which performance of a Transaction occurred, the right to payment for such performance is waived.

6.4 Netting of Payments. The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other on the same date pursuant to all Transactions through netting, in which case all amounts owed by each Party to the other Party for the purchase and sale of Products during the monthly billing period under this Master Agreement, including any related damages calculated pursuant to Article Four (unless one of the Parties elects to accelerate payment of such amounts

as permitted by Article Four), interest, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it.

6.5 Payment Obligation Absent Netting. If no mutual debts or payment obligations exist and only one Party owes a debt or obligation to the other during the monthly billing period, including, but not limited to, any related damage amounts calculated pursuant to Article Four, interest, and payments or credits, that Party shall pay such sum in full when due.

6.6 Security. Unless the Party benefiting from Performance Assurance or a guaranty notifies the other Party in writing, and except in connection with a liquidation and termination in accordance with Article Five, all amounts netted pursuant to this Article Six shall not take into account or include any Performance Assurance or guaranty which may be in effect to secure a Party's performance under this Agreement.

6.7 Payment for Options. The premium amount for the purchase of an Option shall be paid within two (2) Business Days of receipt of an invoice from the Option Seller. Upon exercise of an Option, payment for the Product underlying such Option shall be due in accordance with Section 6.1.

6.8 Transaction Netting. If the Parties enter into one or more Transactions, which in conjunction with one or more other outstanding Transactions, constitute Offsetting Transactions, then all such Offsetting Transactions may by agreement of the Parties, be netted into a single Transaction under which:

(a) the Party obligated to deliver the greater amount of Energy will deliver the difference between the total amount it is obligated to deliver and the total amount to be delivered to it under the Offsetting Transactions, and

(b) the Party owing the greater aggregate payment will pay the net difference owed between the Parties.

Each single Transaction resulting under this Section shall be deemed part of the single, indivisible contractual arrangement between the parties, and once such resulting Transaction occurs, outstanding obligations under the Offsetting Transactions which are satisfied by such offset shall terminate.

ARTICLE SEVEN: LIMITATIONS

7.1 Limitation of Remedies, Liability and Damages. EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE

REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES IS WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

ARTICLE EIGHT: CREDIT AND COLLATERAL REQUIREMENTS

8.1 Party A Credit Protection. The applicable credit and collateral requirements shall be as specified on the Cover Sheet. If no option in Section 8.1(a) is specified on the Cover Sheet, Section 8.1 (a) Option C shall apply exclusively. If none of Sections 8.1(b), 8.1(c) or 8.1(d) is specified on the Cover Sheet, Section 8.1(b) shall apply exclusively.

(a) Financial Information. Option A: If requested by Party A, Party B shall deliver (i) within 120 days following the end of each fiscal year, a copy of Party B's annual report containing audited consolidated financial statements for such fiscal year and (ii) within 60 days after the end of each of its first three fiscal quarters of each fiscal year, a copy of Party B's quarterly report containing unaudited consolidated financial statements for such fiscal quarter. In all cases the statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as Party B diligently pursues the preparation, certification and delivery of the statements.

Option B: If requested by Party A, Party B shall deliver (i) within 120 days following the end of each fiscal year, a copy of the annual report containing audited consolidated financial statements for such fiscal year for the party(s) specified on the Cover Sheet and (ii) within 60 days after the end of each of its first three fiscal quarters of each fiscal year, a copy of quarterly report containing unaudited consolidated financial statements for such fiscal quarter for the party(s) specified on the Cover Sheet. In all cases the statements shall be for the most recent accounting period and shall be prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as the relevant entity diligently pursues the preparation, certification and delivery of the statements.

Option C: Party A may request from Party B the information specified in the Cover Sheet.

(b) Credit Assurances. If Party A has reasonable grounds to believe that Party B's creditworthiness or performance under this Agreement has become unsatisfactory, Party A will provide Party B with written notice requesting Performance Assurance in an amount determined by Party A in a commercially reasonable manner. Upon receipt of such notice Party B shall have three (3) Business Days

to remedy the situation by providing such Performance Assurance to Party A. In the event that Party B fails to provide such Performance Assurance, or a guaranty or other credit assurance acceptable to Party A within three (3) Business Days of receipt of notice, then an Event of Default under Article Five will be deemed to have occurred and Party A will be entitled to the remedies set forth in Article Five of this Master Agreement.

(c) Collateral Threshold. If at any time and from time to time during the term of this Agreement (and notwithstanding whether an Event of Default has occurred), the Termination Payment that would be owed to Party A plus Party B's Independent Amount, if any, exceeds the Party B Collateral Threshold, then Party A, on any Business Day, may request that Party B provide Performance Assurance in an amount equal to the amount by which the Termination Payment plus Party B's Independent Amount, if any, exceeds the Party B Collateral Threshold (rounding upwards for any fractional amount to the next Party B Rounding Amount) ("Party B Performance Assurance"), less any Party B Performance Assurance already posted with Party A. Such Party B Performance Assurance shall be delivered to Party A within three (3) Business Days of the date of such request. On any Business Day (but no more frequently than weekly with respect to Letters of Credit and daily with respect to cash), Party B, at its sole cost, may request that such Party B Performance Assurance be reduced correspondingly to the amount of such excess Termination Payment plus Party B's Independent Amount, if any, (rounding upwards for any fractional amount to the next Party B Rounding Amount). In the event that Party B fails to provide Party B Performance Assurance pursuant to the terms of this Article Eight within three (3) Business Days, then an Event of Default under Article Five shall be deemed to have occurred and Party A will be entitled to the remedies set forth in Article Five of this Master Agreement.

For purposes of this Section 8.1(c), the calculation of the Termination Payment shall be calculated pursuant to Section 5.3 by Party A as if all outstanding Transactions had been liquidated, and in addition thereto, shall include all amounts owed but not yet paid by Party B to Party A, whether or not such amounts are due, for performance already provided pursuant to any and all Transactions.

(d) Downgrade Event. If at any time there shall occur a Downgrade Event in respect of Party B, then Party A may require Party B to provide Performance Assurance in an amount determined by Party A in a commercially reasonable manner. In the event Party B shall fail to provide such Performance Assurance or a guaranty or other credit assurance acceptable to Party A within three (3) Business Days of receipt of notice, then an Event of Default shall be deemed to have occurred and Party A will be entitled to the remedies set forth in Article Five of this Master Agreement.

(e) If specified on the Cover Sheet, Party B shall deliver to Party A, prior to or concurrently with the execution and delivery of this Master Agreement a guarantee in an amount not less than the Guarantee Amount specified on the Cover Sheet and in a form reasonably acceptable to Party A.

8.2 Party B Credit Protection. The applicable credit and collateral requirements shall be as specified on the Cover Sheet. If no option in Section 8.2(a) is specified on the Cover Sheet, Section 8.2(a) Option C shall apply exclusively. If none of Sections 8.2(b), 8.2(c) or 8.2(d) are specified on the Cover Sheet, Section 8.2(b) shall apply exclusively.

(a) Financial Information. Option A: If requested by Party B, Party A shall deliver (i) within 120 days following the end of each fiscal year, a copy of Party A's annual report containing audited consolidated financial statements for such fiscal year and (ii) within 60 days after the end of each of its first three fiscal quarters of each fiscal year, a copy of such Party's quarterly report containing unaudited

consolidated financial statements for such fiscal quarter. In all cases the statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as such Party diligently pursues the preparation, certification and delivery of the statements.

Option B: If requested by Party B, Party A shall deliver (i) within 120 days following the end of each fiscal year, a copy of the annual report containing audited consolidated financial statements for such fiscal year for the party(s) specified on the Cover Sheet and (ii) within 60 days after the end of each of its first three fiscal quarters of each fiscal year, a copy of quarterly report containing unaudited consolidated financial statements for such fiscal quarter for the party(s) specified on the Cover Sheet. In all cases the statements shall be for the most recent accounting period and shall be prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as the relevant entity diligently pursues the preparation, certification and delivery of the statements.

Option C: Party B may request from Party A the information specified in the Cover Sheet.

(b) Credit Assurances. If Party B has reasonable grounds to believe that Party A's creditworthiness or performance under this Agreement has become unsatisfactory, Party B will provide Party A with written notice requesting Performance Assurance in an amount determined by Party B in a commercially reasonable manner. Upon receipt of such notice Party A shall have three (3) Business Days to remedy the situation by providing such Performance Assurance to Party B. In the event that Party A fails to provide such Performance Assurance, or a guaranty or other credit assurance acceptable to Party B within three (3) Business Days of receipt of notice, then an Event of Default under Article Five will be deemed to have occurred and Party B will be entitled to the remedies set forth in Article Five of this Master Agreement.

(c) Collateral Threshold. If at any time and from time to time during the term of this Agreement (and notwithstanding whether an Event of Default has occurred), the Termination Payment that would be owed to Party B plus Party A's Independent Amount, if any, exceeds the Party A Collateral Threshold, then Party B, on any Business Day, may request that Party A provide Performance Assurance in an amount equal to the amount by which the Termination Payment plus Party A's Independent Amount, if any, exceeds the Party A Collateral Threshold (rounding upwards for any fractional amount to the next Party A Rounding Amount) ("Party A Performance Assurance"), less any Party A Performance Assurance already posted with Party B. Such Party A Performance Assurance shall be delivered to Party B within three (3) Business Days of the date of such request. On any Business Day (but no more frequently than weekly with respect to Letters of Credit and daily with respect to cash), Party A, at its sole cost, may request that such Party A Performance Assurance be reduced correspondingly to the amount of such excess Termination Payment plus Party A's Independent Amount, if any, (rounding upwards for any fractional amount to the next Party A Rounding Amount). In the event that Party A fails to provide Party A Performance Assurance pursuant to the terms of this Article Eight within three (3) Business Days, then an Event of Default under Article Five shall be deemed to have occurred and Party B will be entitled to the remedies set forth in Article Five of this Master Agreement.

For purposes of this Section 8.2(c), the calculation of the Termination Payment shall be calculated pursuant to Section 5.3 by Party B as if all outstanding Transactions had been liquidated, and in addition

thereto, shall include all amounts owed but not yet paid by Party A to Party B, whether or not such amounts are due, for performance already provided pursuant to any and all Transactions.

(d) Downgrade Event. If at any time there shall occur a Downgrade Event in respect of Party A, then Party B may require Party A to provide Performance Assurance in an amount determined by Party B in a commercially reasonable manner. In the event Party A shall fail to provide such Performance Assurance or a guaranty or other credit assurance acceptable to Party B within three (3) Business Days of receipt of notice, then an Event of Default shall be deemed to have occurred and Party B will be entitled to the remedies set forth in Article Five of this Master Agreement.

(e) If specified on the Cover Sheet, Party A shall deliver to Party B, prior to or concurrently with the execution and delivery of this Master Agreement a guarantee in an amount not less than the Guarantee Amount specified on the Cover Sheet and in a form reasonably acceptable to Party B.

8.3 Grant of Security Interest/Remedies. To secure its obligations under this Agreement and to the extent either or both Parties deliver Performance Assurance hereunder, each Party (a "Pledgor") hereby grants to the other Party (the "Secured Party") a present and continuing security interest in, and lien on (and right of setoff against), and assignment of, all cash collateral and cash equivalent collateral and any and all proceeds resulting there from or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of, such Secured Party, and each Party agrees to take such action as the other Party reasonably requires in order to perfect the Secured Party's first-priority security interest in, and lien on (and right of setoff against), such collateral and any and all proceeds resulting there from or from the liquidation thereof. Upon or any time after the occurrence or deemed occurrence and during the continuation of an Event of Default or an Early Termination Date, the Non-Defaulting Party may do any one or more of the following: (i) exercise any of the rights and remedies of a Secured Party with respect to all Performance Assurance, including any such rights and remedies under law then in effect; (ii) exercise its rights of setoff against any and all property of the Defaulting Party in the possession of the Non-Defaulting Party or its agent; (iii) draw on any outstanding Letter of Credit issued for its benefit; and (iv) liquidate all Performance Assurance then held by or for the benefit of the Secured Party free from any claim or right of any nature whatsoever of the Defaulting Party, including any equity or right of purchase or redemption by the Defaulting Party. The Secured Party shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce the Pledgor's obligations under the Agreement (the Pledgor remaining liable for any amounts owing to the Secured Party after such application), subject to the Secured Party's obligation to return any surplus proceeds remaining after such obligations are satisfied in full.

ARTICLE NINE: GOVERNMENTAL CHARGES

9.1 Cooperation. Each Party shall use reasonable efforts to implement the provisions of and to administer this Master Agreement in accordance with the intent of the parties to minimize all taxes, so long as neither Party is materially adversely affected by such efforts.

9.2 Governmental Charges. Seller shall pay or cause to be paid all taxes imposed by any government authority ("Governmental Charges") on or with respect to the Product or a Transaction arising prior to the Delivery Point. Buyer shall pay or cause to be paid all Governmental Charges on or with respect to the Product or a Transaction at and from the Delivery Point (other than ad valorem, franchise or income taxes which are related to the sale of the Product and are, therefore, the responsibility of the Seller). In the event Seller is required by law or regulation to remit or pay Governmental Charges which are Buyer's

responsibility hereunder, Buyer shall promptly reimburse Seller for such Governmental Charges. If Buyer is required by law or regulation to remit or pay Governmental Charges which are Seller's responsibility hereunder, Buyer may deduct the amount of any such Governmental Charges from the sums due to Seller under Article 6 of this Agreement. Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under the law.

ARTICLE TEN: MISCELLANEOUS

10.1 Term of Master Agreement. The term of this Master Agreement shall commence on the Effective Date and shall remain in effect until terminated by either Party upon (thirty) 30 days' prior written notice; provided, however, that such termination shall not affect or excuse the performance of either Party under any provision of this Master Agreement that by its terms survives any such termination and, provided further, that this Master Agreement and any other documents executed and delivered hereunder shall remain in effect with respect to the Transaction(s) entered into prior to the effective date of such termination until both Parties have fulfilled all of their obligations with respect to such Transaction(s), or such Transaction(s) that have been terminated under Section 5.2 of this Agreement.

10.2 Representations and Warranties. On the Effective Date and the date of entering into each Transaction, each Party represents and warrants to the other Party that:

(i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(ii) it has all regulatory authorizations necessary for it to legally perform its obligations under this Master Agreement and each Transaction (including any Confirmation accepted in accordance with Section 2.3);

(iii) the execution, delivery and performance of this Master Agreement and each Transaction (including any Confirmation accepted in accordance with Section 2.3) are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;

(iv) this Master Agreement, each Transaction (including any Confirmation accepted in accordance with Section 2.3), and each other document executed and delivered in accordance with this Master Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to any Equitable Defenses.

(v) it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt;

(vi) there is not pending or, to its knowledge, threatened against it or any of its Affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Master Agreement and each Transaction (including any Confirmation accepted in accordance with Section 2.3);

(vii) no Event of Default or Potential Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Master Agreement and each Transaction (including any Confirmation accepted in accordance with Section 2.3);

(viii) it is acting for its own account, has made its own independent decision to enter into this Master Agreement and each Transaction (including any Confirmation accepted in accordance with Section 2.3) and as to whether this Master Agreement and each such Transaction (including any Confirmation accepted in accordance with Section 2.3) is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Master Agreement and each Transaction (including any Confirmation accepted in accordance with Section 2.3);

(ix) it is a "forward contract merchant" within the meaning of the United States Bankruptcy Code;

(x) it has entered into this Master Agreement and each Transaction (including any Confirmation accepted in accordance with Section 2.3) in connection with the conduct of its business and it has the capacity or ability to make or take delivery of all Products referred to in the Transaction to which it is a Party;

(xi) with respect to each Transaction (including any Confirmation accepted in accordance with Section 2.3) involving the purchase or sale of a Product or an Option, it is a producer, processor, commercial user or merchant handling the Product, and it is entering into such Transaction for purposes related to its business as such; and

(xii) the material economic terms of each Transaction are subject to individual negotiation by the Parties.

10.3 Title and Risk of Loss. Title to and risk of loss related to the Product shall transfer from Seller to Buyer at the Delivery Point. Seller warrants that it will deliver to Buyer the Quantity of the Product free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point.

10.4 Indemnity. Each Party shall indemnify, defend and hold harmless the other Party from and against any Claims arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to Product is vested in such Party as provided in Section 10.3. Each Party shall indemnify, defend and hold harmless the other Party against any Governmental Charges for which such Party is responsible under Article Nine.

10.5 Assignment. Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent may be withheld in the exercise of its sole discretion; provided, however, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder), (i) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, (ii) transfer

or assign this Agreement to an affiliate of such Party which affiliate's creditworthiness is equal to or higher than that of such Party, or (iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets whose creditworthiness is equal to or higher than that of such Party; provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurance as the non-transferring Party may reasonably request.

10.6 Governing Law. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

10.7 Notices. All notices, requests, statements or payments shall be made as specified in the Cover Sheet. Notices (other than scheduling requests) shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service or facsimile. Notice by facsimile or hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day. Notice by overnight United States mail or courier shall be effective on the next Business Day after it was sent. A Party may change its addresses by providing notice of same in accordance herewith.

10.8 General. This Master Agreement (including the exhibits, schedules and any written supplements hereto), the Party A Tariff, if any, the Party B Tariff, if any, any designated collateral, credit support or margin agreement or similar arrangement between the Parties and all Transactions (including any Confirmation accepted in accordance with Section 2.3) constitute the entire agreement between the Parties relating to the subject matter. Notwithstanding the foregoing, any collateral, credit support or margin agreement or similar arrangement between the Parties shall, upon designation by the Parties, be deemed part of this Agreement and shall be incorporated herein by reference. This Agreement shall be considered for all purposes as prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof. Except to the extent herein provided for, no amendment or modification to this Master Agreement shall be enforceable unless reduced to writing and executed by both Parties. Each Party agrees if it seeks to amend any applicable wholesale power sales tariff during the term of this Agreement, such amendment will not in any way affect outstanding Transactions under this Agreement without the prior written consent of the other Party. Each Party further agrees that it will not assert, or defend itself, on the basis that any applicable tariff is inconsistent with this Agreement. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement). Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default. Any provision declared or rendered unlawful by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change (individually or collectively, such events referred to as "Regulatory Event") will not otherwise affect the remaining lawful obligations that arise under this Agreement; and provided, further, that if a Regulatory Event occurs, the Parties shall use their best efforts to reform this Agreement in order to give effect to the original intention of the Parties. The term "including" when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation. The headings used herein are for convenience and

reference purposes only. All indemnity and audit rights shall survive the termination of this Agreement for twelve (12) months. This Agreement shall be binding on each Party's successors and permitted assigns.

10.9 Audit. Each Party has the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Master Agreement. If requested, a Party shall provide to the other Party statements evidencing the Quantity delivered at the Delivery Point. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall bear interest calculated at the Interest Rate from the date the overpayment or underpayment was made until paid; provided, however, that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twelve (12) months from the rendition thereof, and thereafter any objection shall be deemed waived.

10.10 Forward Contract. The Parties acknowledge and agree that all Transactions constitute "forward contracts" within the meaning of the United States Bankruptcy Code.

10.11 Confidentiality. If the Parties have elected on the Cover Sheet to make this Section 10.11 applicable to this Master Agreement, neither Party shall disclose the terms or conditions of a Transaction under this Master Agreement to a third party (other than the Party's employees, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential) except in order to comply with any applicable law, regulation, or any exchange, control area or independent system operator rule or in connection with any court or regulatory proceeding; provided, however, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation.

SCHEDULE M

(THIS SCHEDULE IS INCLUDED IF THE APPROPRIATE BOX ON THE COVER SHEET IS MARKED INDICATING A PARTY IS A GOVERNMENTAL ENTITY OR PUBLIC POWER SYSTEM)

A. The Parties agree to add the following definitions in Article One.

"Act" means _____.[1]

"Governmental Entity or Public Power System" means a municipality, county, governmental board, public power authority, public utility district, joint action agency, or other similar political subdivision or public entity of the United States, one or more States or territories or any combination thereof.

"Special Fund" means a fund or account of the Governmental Entity or Public Power System set aside and or pledged to satisfy the Public Power System's obligations hereunder out of which amounts shall be paid to satisfy all of the Public Power System's obligations under this Master Agreement for the entire Delivery Period.

B. The following sentence shall be added to the end of the definition of "Force Majeure" in Article One.

If the Claiming Party is a Governmental Entity or Public Power System, Force Majeure does not include any action taken by the Governmental Entity or Public Power System in its governmental capacity.

C. The Parties agree to add the following representations and warranties to Section 10.2:

Further and with respect to a Party that is a Governmental Entity or Public Power System, such Governmental Entity or Public Power System represents and warrants to the other Party continuing throughout the term of this Master Agreement, with respect to this Master Agreement and each Transaction, as follows: (i) all acts necessary to the valid execution, delivery and performance of this Master Agreement, including without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures has or will be taken and performed as required under the Act and the Public Power System's ordinances, bylaws or other regulations, (ii) all persons making up the governing body of Governmental Entity or Public Power System are the duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with the Act and other applicable law, (iii) entry into and performance of this Master Agreement by Governmental Entity or Public Power System are for a proper public purpose within the meaning of the Act and all other relevant

[1] Cite the state enabling and other relevant statutes applicable to Governmental Entity or Public Power System.

constitutional, organic or other governing documents and applicable law, (iv) the term of this Master Agreement does not extend beyond any applicable limitation imposed by the Act or other relevant constitutional, organic or other governing documents and applicable law, (v) the Public Power System's obligations to make payments hereunder are unsubordinated obligations and such payments are (a) operating and maintenance costs (or similar designation) which enjoy first priority of payment at all times under any and all bond ordinances or indentures to which it is a party, the Act and all other relevant constitutional, organic or other governing documents and applicable law or (b) otherwise not subject to any prior claim under any and all bond ordinances or indentures to which it is a party, the Act and all other relevant constitutional, organic or other governing documents and applicable law and are available without limitation or deduction to satisfy all Governmental Entity or Public Power System' obligations hereunder and under each Transaction or (c) are to be made solely from a Special Fund, (vi) entry into and performance of this Master Agreement and each Transaction by the Governmental Entity or Public Power System will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any obligation of Governmental Entity or Public Power System otherwise entitled to such exclusion, and (vii) obligations to make payments hereunder do not constitute any kind of indebtedness of Governmental Entity or Public Power System or create any kind of lien on, or security interest in, any property or revenues of Governmental Entity or Public Power System which, in either case, is proscribed by any provision of the Act or any other relevant constitutional, organic or other governing documents and applicable law, any order or judgment of any court or other agency of government applicable to it or its assets, or any contractual restriction binding on or affecting it or any of its assets.

D. The Parties agree to add the following sections to Article Three:

Section 3.4 Public Power System's Deliveries. On the Effective Date and as a condition to the obligations of the other Party under this Agreement, Governmental Entity or Public Power System shall provide the other Party hereto (i) certified copies of all ordinances, resolutions, public notices and other documents evidencing the necessary authorizations with respect to the execution, delivery and performance by Governmental Entity or Public Power System of this Master Agreement and (ii) an opinion of counsel for Governmental Entity or Public Power System, in form and substance reasonably satisfactory to the Other Party, regarding the validity, binding effect and enforceability of this Master Agreement against Governmental Entity or Public Power System in respect of the Act and all other relevant constitutional organic or other governing documents and applicable law.

Section 3.5 No Immunity Claim. Governmental Entity or Public Power System warrants and covenants that with respect to its contractual obligations hereunder and performance thereof, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from (a) suit, (b) jurisdiction of court (including a court located outside the jurisdiction of its organization), (c) relief by way of injunction, order for specific performance or

recovery of property, (d) attachment of assets, or (e) execution or enforcement of any judgment.

E. If the appropriate box is checked on the Cover Sheet, as an alternative to selecting one of the options under Section 8.3, the Parties agree to add the following section to Article Three:

> Section 3.6 Governmental Entity or Public Power System Security. With respect to each Transaction, Governmental Entity or Public Power System shall either (i) have created and set aside a Special Fund or (ii) upon execution of this Master Agreement and prior to the commencement of each subsequent fiscal year of Governmental Entity or Public Power System during any Delivery Period, have obtained all necessary budgetary approvals and certifications for payment of all of its obligations under this Master Agreement for such fiscal year; any breach of this provision shall be deemed to have arisen during a fiscal period of Governmental Entity or Public Power System for which budgetary approval or certification of its obligations under this Master Agreement is in effect and, notwithstanding anything to the contrary in Article Four, an Early Termination Date shall automatically and without further notice occur hereunder as of such date wherein Governmental Entity or Public Power System shall be treated as the Defaulting Party. Governmental Entity or Public Power System shall have allocated to the Special Fund or its general funds a revenue base that is adequate to cover Public Power System's payment obligations hereunder throughout the entire Delivery Period.

F. If the appropriate box is checked on the Cover Sheet, the Parties agree to add the following section to Article Eight:

> Section 8.4 Governmental Security. As security for payment and performance of Public Power System's obligations hereunder, Public Power System hereby pledges, sets over, assigns and grants to the other Party a security interest in all of Public Power System's right, title and interest in and to [specify collateral].

G. The Parties agree to add the following sentence at the end of Section 10.6 - Governing Law:

> NOTWITHSTANDING THE FOREGOING, IN RESPECT OF THE APPLICABILITY OF THE ACT AS HEREIN PROVIDED, THE LAWS OF THE STATE OF _____[2] SHALL APPLY.

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[2] Insert relevant state for Governmental Entity or Public Power System.

SCHEDULE P: PRODUCTS AND RELATED DEFINITIONS

"Ancillary Services" means any of the services identified by a Transmission Provider in its transmission tariff as "ancillary services" including, but not limited to, regulation and frequency response, energy imbalance, operating reserve-spinning and operating reserve-supplemental, as may be specified in the Transaction.

"Capacity" has the meaning specified in the Transaction.

"Energy" means three-phase, 60-cycle alternating current electric energy, expressed in megawatt hours.

"Firm (LD)" means, with respect to a Transaction, that either Party shall be relieved of its obligations to sell and deliver or purchase and receive without liability only to the extent that, and for the period during which, such performance is prevented by Force Majeure. In the absence of Force Majeure, the Party to which performance is owed shall be entitled to receive from the Party which failed to deliver/receive an amount determined pursuant to Article Four.

"Firm Transmission Contingent - Contract Path" means, with respect to a Transaction, that the performance of either Seller or Buyer (as specified in the Transaction) shall be excused, and no damages shall be payable including any amounts determined pursuant to Article Four, if the transmission for such Transaction is interrupted or curtailed and (i) such Party has provided for firm transmission with the transmission provider(s) for the Product in the case of the Seller from the generation source to the Delivery Point or in the case of the Buyer from the Delivery Point to the ultimate sink, and (ii) such interruption or curtailment is due to "force majeure" or "uncontrollable force" or a similar term as defined under the applicable transmission provider's tariff. This contingency shall excuse performance for the duration of the interruption or curtailment notwithstanding the provisions of the definition of "Force Majeure" in Section 1.23 to the contrary.

"Firm Transmission Contingent - Delivery Point" means, with respect to a Transaction, that the performance of either Seller or Buyer (as specified in the Transaction) shall be excused, and no damages shall be payable including any amounts determined pursuant to Article Four, if the transmission to the Delivery Point (in the case of Seller) or from the Delivery Point (in the case of Buyer) for such Transaction is interrupted or curtailed and (i) such Party has provided for firm transmission with the transmission provider(s) for the Product, in the case of the Seller, to be delivered to the Delivery Point or, in the case of Buyer, to be received at the Delivery Point and (ii) such interruption or curtailment is due to "force majeure" or "uncontrollable force" or a similar term as defined under the applicable transmission provider's tariff. This transmission contingency excuses performance for the duration of the interruption or curtailment, notwithstanding the provisions of the definition of "Force Majeure" in Section 1.23 to the contrary. Interruptions or curtailments of transmission other than the transmission either immediately to or from the Delivery Point shall not excuse performance

"Firm (No Force Majeure)" means, with respect to a Transaction, that if either Party fails to perform its obligation to sell and deliver or purchase and receive the Product, the Party to which performance is owed shall be entitled to receive from the Party which failed to perform an amount determined pursuant to Article Four. Force Majeure shall not excuse performance of a Firm (No Force Majeure) Transaction.

"Into _____ (the "Receiving Transmission Provider"), Seller's Daily Choice" means that, in accordance with the provisions set forth below, (1) the Product shall be scheduled and delivered to an interconnection or interface ("Interface") either (a) on the Receiving Transmission Provider's transmission system border or (b) within the control area of the Receiving Transmission Provider if the Product is from a source of generation in that control area, which Interface, in either case, the Receiving Transmission Provider identifies as available for delivery of the Product in or into its control area; and (2) Seller has the right on a daily prescheduled basis to designate the Interface where the Product shall be delivered. An "Into" Product shall be subject to the following provisions:

1. Prescheduling and Notification. Subject to the provisions of Section 6, not later than the prescheduling deadline of 11:00 a.m. CPT on the Business Day before the next delivery day or as otherwise agreed to by Buyer and Seller, Seller shall notify Buyer ("Seller's Notification") of Seller's immediate upstream Party B and the Interface (the "Designated Interface") where Seller shall deliver the Product for the next delivery day, and Buyer shall notify Seller of Buyer's immediate downstream Party B.

2. Availability of "Firm Transmission" to Buyer at Designated Interface; "Timely Request for Transmission," "ADI" and "Available Transmission." In determining availability to Buyer of next-day firm transmission ("Firm Transmission") from the Designated Interface, a "Timely Request for Transmission" shall mean a properly completed request for Firm Transmission made by Buyer in accordance with the controlling tariff procedures, which request shall be submitted to the Receiving Transmission Provider no later than 30 minutes after delivery of Seller's Notification, provided, however, if the Receiving Transmission Provider is not accepting requests for Firm Transmission at the time of Seller's Notification, then such request by Buyer shall be made within 30 minutes of the time when the Receiving Transmission Provider first opens thereafter for purposes of accepting requests for Firm Transmission.

Pursuant to the terms hereof, delivery of the Product may under certain circumstances be redesignated to occur at an Interface other than the Designated Interface (any such alternate designated interface, an "ADI") either (a) on the Receiving Transmission Provider's transmission system border or (b) within the control area of the Receiving Transmission Provider if the Product is from a source of generation in that control area, which ADI, in either case, the Receiving Transmission Provider identifies as available for delivery of the Product in or into its control area using either firm or non-firm transmission, as available on a day-ahead or hourly basis (individually or collectively referred to as "Available Transmission") within the Receiving Transmission Provider's transmission system.

3. Rights of Buyer and Seller Depending Upon Availability of/Timely Request for Firm Transmission.

A. Timely Request for Firm Transmission made by Buyer, Accepted by the Receiving Transmission Provider and Purchased by Buyer. If a Timely Request for Firm Transmission is made by Buyer and is accepted by the Receiving Transmission Provider and Buyer purchases such Firm Transmission, then Seller shall deliver and Buyer shall receive the Product at the Designated Interface.

i. If the Firm Transmission purchased by Buyer within the Receiving Transmission Provider's transmission system from the Designated Interface ceases to be available to Buyer for any reason, or if Seller is unable to deliver the Product at the

Designated Interface for any reason except Buyer's non-performance, then at Seller's choice from among the following, Seller shall: (a) to the extent Firm Transmission is available to Buyer from an ADI on a day-ahead basis, require Buyer to purchase such Firm Transmission from such ADI, and schedule and deliver the affected portion of the Product to such ADI on the basis of Buyer's purchase of Firm Transmission, or (b) require Buyer to purchase non-firm transmission, and schedule and deliver the affected portion of the Product on the basis of Buyer's purchase of non-firm transmission from the Designated Interface or an ADI designated by Seller, or (c) to the extent firm transmission is available on an hourly basis, require Buyer to purchase firm transmission, and schedule and deliver the affected portion of the Product on the basis of Buyer's purchase of such hourly firm transmission from the Designated Interface or an ADI designated by Seller.

ii. If the Available Transmission utilized by Buyer as required by Seller pursuant to Section 3A(i) ceases to be available to Buyer for any reason, then Seller shall again have those alternatives stated in Section 3A(i) in order to satisfy its obligations.

iii. Seller's obligation to schedule and deliver the Product at an ADI is subject to Buyer's obligation referenced in Section 4B to cooperate reasonably therewith. If Buyer and Seller cannot complete the scheduling and/or delivery at an ADI, then Buyer shall be deemed to have satisfied its receipt obligations to Seller and Seller shall be deemed to have failed its delivery obligations to Buyer, and Seller shall be liable to Buyer for amounts determined pursuant to Article Four.

iv. In each instance in which Buyer and Seller must make alternative scheduling arrangements for delivery at the Designated Interface or an ADI pursuant to Sections 3A(i) or (ii), and Firm Transmission had been purchased by both Seller and Buyer into and within the Receiving Transmission Provider's transmission system as to the scheduled delivery which could not be completed as a result of the interruption or curtailment of such Firm Transmission, Buyer and Seller shall bear their respective transmission expenses and/or associated congestion charges incurred in connection with efforts to complete delivery by such alternative scheduling and delivery arrangements. In any instance except as set forth in the immediately preceding sentence, Buyer and Seller must make alternative scheduling arrangements for delivery at the Designated Interface or an ADI under Sections 3A(i) or (ii), Seller shall be responsible for any additional transmission purchases and/or associated congestion charges incurred by Buyer in connection with such alternative scheduling arrangements.

B. Timely Request for Firm Transmission Made by Buyer but Rejected by the Receiving Transmission Provider. If Buyer's Timely Request for Firm Transmission is rejected by the Receiving Transmission Provider because of unavailability of Firm Transmission from the Designated Interface, then Buyer shall notify Seller within 15 minutes after receipt of the Receiving Transmission Provider's notice of rejection ("Buyer's Rejection Notice"). If Buyer timely notifies Seller of such unavailability of Firm Transmission from the Designated Interface, then Seller shall be obligated either (1) to the extent Firm Transmission is available to Buyer from an ADI on a day-ahead basis, to require Buyer to purchase (at Buyer's own expense) such Firm Transmission from such ADI and schedule and deliver the Product to such ADI on the basis of Buyer's purchase of Firm Transmission, and thereafter the provisions in Section 3A shall apply, or (2) to require Buyer

to purchase (at Buyer's own expense) non-firm transmission, and schedule and deliver the Product on the basis of Buyer's purchase of non-firm transmission from the Designated Interface or an ADI designated by the Seller, in which case Seller shall bear the risk of interruption or curtailment of the non-firm transmission; provided, however, that if the non-firm transmission is interrupted or curtailed or if Seller is unable to deliver the Product for any reason, Seller shall have the right to schedule and deliver the Product to another ADI in order to satisfy its delivery obligations, in which case Seller shall be responsible for any additional transmission purchases and/or associated congestion charges incurred by Buyer in connection with Seller's inability to deliver the Product as originally prescheduled. If Buyer fails to timely notify Seller of the unavailability of Firm Transmission, then Buyer shall bear the risk of interruption or curtailment of transmission from the Designated Interface, and the provisions of Section 3D shall apply.

C. Timely Request for Firm Transmission Made by Buyer, Accepted by the Receiving Transmission Provider and not purchased by Buyer. If Buyer's Timely Request for Firm Transmission is accepted by the Receiving Transmission Provider but Buyer elects to purchase non-firm transmission rather than Firm Transmission to take delivery of the Product, then Buyer shall bear the risk of interruption or curtailment of transmission from the Designated Interface. In such circumstances, if Seller's delivery is interrupted as a result of transmission relied upon by Buyer from the Designated Interface, then Seller shall be deemed to have satisfied its delivery obligations to Buyer, Buyer shall be deemed to have failed to receive the Product and Buyer shall be liable to Seller for amounts determined pursuant to Article Four.

D. No Timely Request for Firm Transmission Made by Buyer, or Buyer Fails to Timely Send Buyer's Rejection Notice. If Buyer fails to make a Timely Request for Firm Transmission or Buyer fails to timely deliver Buyer's Rejection Notice, then Buyer shall bear the risk of interruption or curtailment of transmission from the Designated Interface. In such circumstances, if Seller's delivery is interrupted as a result of transmission relied upon by Buyer from the Designated Interface, then Seller shall be deemed to have satisfied its delivery obligations to Buyer, Buyer shall be deemed to have failed to receive the Product and Buyer shall be liable to Seller for amounts determined pursuant to Article Four.

4. Transmission.

A. Seller's Responsibilities. Seller shall be responsible for transmission required to deliver the Product to the Designated Interface or ADI, as the case may be. It is expressly agreed that Seller is not required to utilize Firm Transmission for its delivery obligations hereunder, and Seller shall bear the risk of utilizing non-firm transmission. If Seller's scheduled delivery to Buyer is interrupted as a result of Buyer's attempted transmission of the Product beyond the Receiving Transmission Provider's system border, then Seller will be deemed to have satisfied its delivery obligations to Buyer, Buyer shall be deemed to have failed to receive the Product and Buyer shall be liable to Seller for damages pursuant to Article Four.

B. Buyer's Responsibilities. Buyer shall be responsible for transmission required to receive and transmit the Product at and from the Designated Interface or ADI, as the case may be, and except as specifically provided in Section 3A and 3B, shall be responsible for any costs associated with transmission there from. If Seller is attempting to complete the designation of an

ADI as a result of Seller's rights and obligations hereunder, Buyer shall co-operate reasonably with Seller in order to effect such alternate designation.

5. Force Majeure. An "Into" Product shall be subject to the "Force Majeure" provisions in Section 1.23.

6. Multiple Parties in Delivery Chain Involving a Designated Interface. Seller and Buyer recognize that there may be multiple parties involved in the delivery and receipt of the Product at the Designated Interface or ADI to the extent that (1) Seller may be purchasing the Product from a succession of other sellers ("Other Sellers"), the first of which Other Sellers shall be causing the Product to be generated from a source ("Source Seller") and/or (2) Buyer may be selling the Product to a succession of other buyers ("Other Buyers"), the last of which Other Buyers shall be using the Product to serve its energy needs ("Sink Buyer"). Seller and Buyer further recognize that in certain Transactions neither Seller nor Buyer may originate the decision as to either (a) the original identification of the Designated Interface or ADI (which designation may be made by the Source Seller) or (b) the Timely Request for Firm Transmission or the purchase of other Available Transmission (which request may be made by the Sink Buyer). Accordingly, Seller and Buyer agree as follows:

A. If Seller is not the Source Seller, then Seller shall notify Buyer of the Designated Interface promptly after Seller is notified thereof by the Other Seller with whom Seller has a contractual relationship, but in no event may such designation of the Designated Interface be later than the prescheduling deadline pertaining to the Transaction between Buyer and Seller pursuant to Section 1.

B. If Buyer is not the Sink Buyer, then Buyer shall notify the Other Buyer with whom Buyer has a contractual relationship of the Designated Interface promptly after Seller notifies Buyer thereof, with the intent being that the party bearing actual responsibility to secure transmission shall have up to 30 minutes after receipt of the Designated Interface to submit its Timely Request for Firm Transmission.

C. Seller and Buyer each agree that any other communications or actions required to be given or made in connection with this "Into Product" (including without limitation, information relating to an ADI) shall be made or taken promptly after receipt of the relevant information from the Other Sellers and Other Buyers, as the case may be.

D. Seller and Buyer each agree that in certain Transactions time is of the essence and it may be desirable to provide necessary information to Other Sellers and Other Buyers in order to complete the scheduling and delivery of the Product. Accordingly, Seller and Buyer agree that each has the right, but not the obligation, to provide information at its own risk to Other Sellers and Other Buyers, as the case may be, in order to affect the prescheduling, scheduling and delivery of the Product

"Native Load" means the demand imposed on an electric utility or an entity by the requirements of retail customers located within a franchised service territory that the electric utility or entity has statutory obligation to serve.

"Non-Firm" means, with respect to a Transaction, that delivery or receipt of the Product may be interrupted for any reason or for no reason, without liability on the part of either Party.

"System Firm" means that the Product will be supplied from the owned or controlled generation or pre-existing purchased power assets of the system specified in the Transaction (the "System") with non-firm transmission to and from the Delivery Point, unless a different Transmission Contingency is specified in a Transaction. Seller's failure to deliver shall be excused: (i) by an event or circumstance which prevents Seller from performing its obligations, which event or circumstance was not anticipated as of the date the Transaction was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Seller; (ii) by Buyer's failure to perform; (iii) to the extent necessary to preserve the integrity of, or prevent or limit any instability on, the System; (iv) to the extent the System or the control area or reliability council within which the System operates declares an emergency condition, as determined in the system's, or the control areas, or reliability council's reasonable judgment; or (v) by the interruption or curtailment of transmission to the Delivery Point or by the occurrence of any Transmission Contingency specified in a Transaction as excusing Seller's performance. Buyer's failure to receive shall be excused (i) by Force Majeure; (ii) by Seller's failure to perform, or (iii) by the interruption or curtailment of transmission from the Delivery Point or by the occurrence of any Transmission Contingency specified in a Transaction as excusing Buyer's performance. In any of such events, neither party shall be liable to the other for any damages, including any amounts determined pursuant to Article Four.

"Transmission Contingent" means, with respect to a Transaction, that the performance of either Seller or Buyer (as specified in the Transaction) shall be excused, and no damages shall be payable including any amounts determined pursuant to Article Four, if the transmission for such Transaction is unavailable or interrupted or curtailed for any reason, at anytime, anywhere from the Seller's proposed generating source to the Buyer's proposed ultimate sink, regardless of whether transmission, if any, that such Party is attempting to secure and/or has purchased for the Product is firm or non-firm. If the transmission (whether firm or non-firm) that Seller or Buyer is attempting to secure is from source to sink is unavailable, this contingency excuses performance for the entire Transaction. If the transmission (whether firm or non-firm) that Seller or Buyer has secured from source to sink is interrupted or curtailed for any reason, this contingency excuses performance for the duration of the interruption or curtailment notwithstanding the provisions of the definition of "Force Majeure" in Article 1.23 to the contrary.

"Unit Firm" means, with respect to a Transaction, that the Product subject to the Transaction is intended to be supplied from a generation asset or assets specified in the Transaction. Seller's failure to deliver under a "Unit Firm" Transaction shall be excused: (i) if the specified generation asset(s) are unavailable as a result of a Forced Outage (as defined in the NERC Generating Unit Availability Data System (GADS) Forced Outage reporting guidelines) or (ii) by an event or circumstance that affects the specified generation asset(s) so as to prevent Seller from performing its obligations, which event or circumstance was not anticipated as of the date the Transaction was agreed to, and which is not within the reasonable control of, or the result of the negligence of, the Seller or (iii) by Buyer's failure to perform. In any of such events, Seller shall not be liable to Buyer for any damages, including any amounts determined pursuant to Article Four.

EXHIBIT A

MASTER POWER PURCHASE AND SALE AGREEMENT
CONFIRMATION LETTER

This confirmation letter shall confirm the Transaction agreed to on _____, ___ between _____ ("Party A") and _____ Public Utility District No. 1 of Benton County ("Party B") regarding the sale/purchase of the Product under the terms and conditions as follows:

Seller: _____

Buyer: _____

Product:

[] Into _____, Seller's Daily Choice

[] Firm (LD)

[] Firm (No Force Majeure)

[] System Firm

(Specify System: _____)

[] Unit Firm

(Specify Unit(s): _____)

[] Other _____

[] Transmission Contingency (If not marked, no transmission contingency)

[]	FT-Contract Path Contingency	[]	Seller	[]	Buyer
[]	FT-Delivery Point Contingency	[]	Seller	[]	Buyer
[]	Transmission Contingent	[]	Seller	[]	Buyer
[]	Other transmission contingency				

(Specify: _____)

Contract Quantity: _____

Delivery Point: _____

Contract Price:

Energy Price: _____

Other Charges: _____

Delivery Period: _____

Special Conditions: _____

Scheduling: _____

Option Buyer: _____

Option Seller: _____

Type of Option: _____

Strike Price: _____

Premium: _____

Exercise Period: _____

This confirmation letter is being provided pursuant to and in accordance with the Master Power Purchase and Sale Agreement dated _____ (the "Master Agreement") between Party A and Party B, and constitutes part of and is subject to the terms and provisions of such Master Agreement. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement.

[Party A]	Public Utility District No. 1 of Benton County [Party B]
Name: _____	Name: _____
Title: _____	Title: _____
Phone No: _____	Phone No: _____
Fax: _____	Fax: _____

MASTER POWER PURCHASE AND SALE AGREEMENT
COVER SHEET

This *Master Power Purchase and Sale Agreement* ("*Master Agreement*") is made as of the following date: [TO BE COMPLETED], 2019 ("Effective Date"). The *Master Agreement*, together with the exhibits, schedules and any written supplements hereto, the Party A Tariff, if any, the Party B Tariff, if any, the Collateral Annex between the Parties and all Transactions (including any confirmations accepted in accordance with Section 2.3 hereto) shall be referred to as the "Agreement." The Parties to this *Master Agreement* are the following:

Name Renewable Power Strategies, LLC d/b/a RPS Advisors ("Party A")

All Notices:

Street: 2535 S. Fillmore Street

City: Denver, CO 80210

Attn: Kristin M. Janicek, President, or Kyle Smith
Phone: 303-324-9115 (Kristin) 303-217-3727 (Kyle)
Alternate Phone: 303-974-5284
Email: Kristin@rpsadvisors.com
Email: Kyle@rpsadvisors.com
Duns: Not Applicable
Federal Tax ID Number: 47-7122364

Invoices:
Attn: Not Applicable
Phone: Not Applicable
Facsimile: Not Applicable

Scheduling:
Attn: Not Applicable
Phone: Not Applicable
Facsimile: Not Applicable

Payments:
Attn: Not Applicable
Phone: Not Applicable
Facsimile: Not Applicable

Wire Transfer:
BNK: Not Applicable
ABA: Not Applicable
ACCT: Not Applicable

Credit and Collections:
Attn: Not Applicable
Phone: Not Applicable
Facsimile: Not Applicable

Name Public Utility District No. 1 of Benton County ("Party B")

All Notices:

Street: 2721 W. 10th Ave.

City: Kennewick Zip: 99336

Attn: Contract Administration
Phone: (509) 582-1239
Facsimile: (509) 582-1285
Duns: 00-354-7122 STA
Federal Tax ID Number: 91-6001045

Invoices:
Attn: AP Coordinator
Phone: (509) 582-1206
Facsimile: (509) 582-1294

Scheduling:
Attn: N/A
Phone:
Facsimile:

Payments:
Attn: Katie Homer-Grandgeorge - Chris Johnson
Phone: (509) 582-1275 – (509) 585-5389
Facsimile: (509) 582-1294

Wire Transfer:
BNK: Bank of America
ABA: 026009593
ACCT: 21119201

Credit and Collections:
Attn: N/A
Phone:
Facsimile:

With additional Notices of an Event of Default or Potential Event of Default to:
Attn: Not Applicable
Phone: Not Applicable
Facsimile: Not Applicable

With additional Notices of an Event of Default or Potential Event of Default to:
Attn: Contracts & Purchasing
Phone: (509) 582-1239
Facsimile: (509) 582-1285

The Parties hereby agree that the General Terms and Conditions are incorporated herein, and to the following provisions as provided for in the General Terms and Conditions:

Party A Tariff Not Applicable Dated Not Applicable Docket Number Not Applicable

Party B Tariff Not Applicable Dated Not Applicable Docket Number Not Applicable

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Article Two

Transaction Terms and Conditions

[x] Optional provision in Section 2.4. If not checked, inapplicable.

Article Four

Remedies for Failure to Deliver or Receive

[] Accelerated Payment of Damages. If not checked, inapplicable.

Article Five

Events of Default; Remedies

[] Cross Default for Party A:

[] Party A:_____ Cross Default Amount $

[] Other Entity: Cross Default Amount $

[] Cross Default for Party B:

[] Party B Cross Default Amount $

[] Other Entity:_____ Cross Default Amount $_____

5.6 Closeout Setoff

[x] Option A (Applicable if no other selection is made.)

[] Option B - Affiliates shall have the meaning set forth in the Agreement unless otherwise specified as follows:_____

_____

[] Option C (No Setoff)

Article 8

Credit and Collateral Requirements

8.1 Party A Credit Protection

(a) Financial Information:

[] Option A
[] Option B Specify: _____
[x] Option C Specify: Most recent audited financials and current balance sheet provided upon request.

(b) Credit Assurances:

[x] Not Applicable
[] Applicable

(c) Collateral Threshold:

[x] Not Applicable
[] Applicable

Party B Independent Amount: Not applicable

Party B Rounding Amount: Not applicable

(d) Downgrade Event:

[x] Not Applicable
[] Applicable

(e) Guarantor for Party B: Not applicable

Guarantee Amount: Not applicable

8.2 Party B Credit Protection:

(a) Financial Information:

[] Option A
[] Option B Specify:
[x] Option C Specify: Most recent audited financials and current balance sheet provided upon request.

(b) Credit Assurances:

[x] Not Applicable
[] Applicable

(c) Collateral Threshold:

[x] Not Applicable
[] Applicable

Party A Independent Amount: Not applicable

Party A Rounding Amount: Not applicable

(d) Downgrade Event:

[x] Not Applicable
[] Applicable

(e) Guarantor for Party A: Not Applicable

Guarantee Amount: Not Applicable

Article 10	
Confidentiality	[x] Confidentiality Applicable If not checked, inapplicable.
Collateral Annex Applicability to Outstanding Transactions	[] The Parties agree that all outstanding transactions entered into by them shall be subject to the Collateral Annex, including Paragraph 10 thereof.
Schedule M	[] Party A is a Governmental Entity or Public Power System [] Party B is a Governmental Entity or Public Power System

[] Add Section 3.6. If not checked, inapplicable
[] Add Section 8.6. If not checked, inapplicable

Other Changes Specify, if any: **The following changes shall be applicable:**

Part 1. GENERAL TERMS AND CONDITIONS

(a) Definitions. Article One is amended as set forth below:

(1) Article One is amended to add the following defined terms and definitions:

1.22.1 "Fitch" means Fitch Ratings (a subsidiary of Fimilac, S.A.), or its successor.

1.24.1 "Governmental Charges" means all applicable federal, state and local ad valorem, property, occupation, severance, generation, first use, conservation, Btu or energy, transmission, utility, gross receipts, privilege, sales, use, consumption, excise and other taxes (other than taxes based on income or net worth), governmental charges, emission allowance, renewable energy certificate, benefit, reduction, offset or other beneficial allowances costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), however styled or payable, imposed or authorized by a governmental authority, independent system operator, utility, transmission and distribution provider or similar person on or with respect to the Product or a Transaction.

1.29.1 "Merger Event" means: (i) with respect to a Party, that such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity, and (A) the resulting, surviving or transferee entity fails to assume, effective immediately upon the effectiveness of such consolidation, amalgamation, merger or transfer, each and all of the obligations of such Party under this Agreement or under any guaranty or Letter of Credit or other Performance Assurance provided under or in connection with this Agreement, either by operation of law or pursuant to an agreement reasonably satisfactory to the other Party, or (B) any guaranty, Letter of Credit and other Performance Assurance or credit support requirements that are applicable to a Party under this Agreement fail, at any time following such consolidation, amalgamation, merger or transfer, to be satisfied in full by or with respect to such resulting, surviving or transferee entity; and (ii) with respect to a Party's Guarantor, that such Guarantor consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity, and (A) the resulting, surviving or transferee entity fails to assume, effective immediately upon the effectiveness of such consolidation, amalgamation, merger or transfer, each and all of the obligations of such Guarantor under any guaranty provided under or in connection with this Agreement, either by operation of law or pursuant to an agreement reasonably satisfactory to the other Party, (B) the Credit Rating of the resulting, surviving or transferee entity is less than "BBB-" from S&P, "Baa3" from Moody's or BBB-" from Fitch, or (C) the resulting, surviving or transferee entity is not rated by at least one of S&P, Moody's or Fitch.

1.48.1 "Qualified Institution" means a major U.S. or Canadian commercial bank or a U.S. branch office of a foreign bank having, in either case, (i) assets of at least USD $10 billion and (ii) a Credit Rating from two or more of S&P, Moody's and Fitch, which Credit Rating is at least "A-" from S&P (in the event that such bank has a Credit Rating from S&P), "A3" from Moody's (in the event that such bank has a Credit Rating from Moody's) and "A-" from Fitch (in the event that such bank has a Credit Rating from Fitch).

(2) Bankrupt. Section 1.3 is amended and restated to read in its entirety as follows:

"1.3 'Bankrupt' means that a Party or other entity (as applicable): (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation; (v)

commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an effect analogous to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts."

(3) **Credit Rating**. Section 1.12 is amended and restated to read in its entirety as follows:

"1.12 'Credit Rating' means (i) with respect to any entity other than a financial institution, the current (A) rating issued or maintained by S&P, Moody's or Fitch, as applicable, with respect to such entity's long-term senior, unsecured, unsubordinated debt obligations (not supported by third party credit enhancements) or (B) corporate credit rating or long-term issuer rating issued or maintained with respect to such entity by S&P, Moody's or Fitch, as applicable, notched down one (1) rating grade (e.g., if an entity's issuer credit rating is BBB-, its Credit Rating will be BB+) or (ii) with respect to an entity that is a financial institution, the ratings issued or maintained by S&P, Moody's or Fitch, as applicable, with respect to such entity's long-term, unsecured, unsubordinated deposits."

(4) **Letter of Credit**. Section 1.27 is amended and restated to read in its entirety as follows:

"1.27 'Letter of Credit' means an irrevocable, transferable, standby letter of credit, issued by a Qualified Institution, which letter of credit is reasonably acceptable in form and substance to the beneficiary thereof. The cost of any Letter of Credit shall be borne by the applicant therefore."

(5) **Recording.** Section 1.50 is amended by deleting "Section 2.4" and substituting "Section 2.5".

(b) **Events of Default.**

(1) Section 5.1(f) is amended and restated to read in its entirety as follows:

"(f) a Merger Event occurs with respect to such Party;"

(2) Section 5.1(g) is amended and restated to read in its entirety as follows:

"(g) if the applicable cross default section in the Cover Sheet is indicated for such Party, the occurrence and continuation of (i) a default, event of default or other similar condition or event in respect of such Party or any other party specified in the Cover Sheet for such Party under one or more agreements or instruments, individually or collectively, relating to indebtedness for borrowed money, in an aggregate amount of not less than the applicable Cross Default Amount (as specified in the Cover Sheet), which default, event of default or other similar condition or event (after giving effect to any applicable notice requirement or grace period) results in such indebtedness becoming immediately due and payable or (ii) a default by such Party or any other party specified in the Cover Sheet for such Party (after giving effect to any applicable notice requirement or grace period) in making on the due date therefore one or more payments, individually or collectively, in an aggregate amount not less than the applicable Cross Default Amount (as specified in the Cover Sheet) (after giving effect to any applicable notice requirement or grace period); provided, however, that an Event of Default shall not occur with respect to a Party under this Section 5.1(g) if, as demonstrated to the reasonable satisfaction of the other Party, the Event of Default or the failure to pay is the result of a good faith dispute, or an error or omission of an administrative or clerical nature, and funds were available to the defaulting Party or other party (as applicable) to enable it to make the relevant payment when due, and, in the case of any such

error or omission, such payment is made within three (3) Business Days following receipt of written notice from such other Party to the Party or other party (as applicable) from which the payment is owed;"

(c) **Declaration of an Early Termination Date and Calculation of Settlement Amount.** Section 5.2 is amended and restated to read in its entirety as follows:

"5.2 Effect of Event of Default. If at any time an Event of Default with respect to a Defaulting Party has occurred and is continuing, the Non-Defaulting Party may do one or more of the following: (a) withhold any payments due to the Defaulting Party under this Agreement; (b) suspend performance due to the Defaulting Party under this Agreement; or (c) by giving not more than twenty (20) days notice, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all outstanding Transactions (each referred to as a "Terminated Transaction"). The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for each such Terminated Transaction as of the Early Termination Date (or, to the extent that in the reasonable opinion of the Non-Defaulting Party certain of such Terminated Transactions are commercially impracticable to liquidate and terminate or may not be liquidated and terminated under applicable law on the Early Termination Date, then each such Transaction (each, an "Excluded Transaction") shall be terminated as soon thereafter as reasonably practicable, and upon termination shall be deemed to be a Terminated Transaction and the Termination Payment payable in connection with all such Transactions shall be calculated in accordance with Section 5.3 below. The Gains and Losses for each Terminated Transaction shall be determined by calculating the amount that would be incurred or realized to replace or to provide the economic equivalent of the remaining payments or deliveries in respect of that Terminated Transaction. The Non-Defaulting Party (or its agent) may determine its Gains and Losses by reference to information either available to it internally or supplied by one or more third parties including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets. Third parties supplying such information may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information."

(d) **Net Out of Settlement Amounts**. Section 5.3 is amended and restated to read in its entirety as follows:

"5.3 Net Out of Settlement Amounts. The Non-Defaulting Party shall aggregate all Settlement Amounts into a single amount by netting (a) all Settlement Amounts that are due to the Defaulting Party, plus any or all other amounts due to the Defaulting Party under this Agreement, against (b) all Settlement Amounts that are due to the Non-Defaulting Party, plus any or all other amounts due to the Non-Defaulting Party under this Agreement, such that all such amounts are netted to a single liquidated amount (the "Termination Payment") payable by one Party to the other. For purposes of determining the Termination Payment, the Non-Defaulting Party may, at its option, include in such netting, or set off, any or all cash or other form of security then available to the Non-Defaulting Party and any and all cash or other form of security then available to the Defaulting Party. [The Termination Payment shall be due to or due from the Non-Defaulting Party, as applicable.]"

(e) **Notice of Payment of Termination Payment**. Section 5.4 is amended by adding the following at the end thereof: "Notwithstanding any provision to the contrary contained in this Agreement, the Non-Defaulting Party shall not be required to pay to the Defaulting Party any amount under Article Five until the Non-Defaulting Party receives confirmation satisfactory to it in its reasonable discretion (which may include an opinion of its counsel) that all other obligations of any kind whatsoever of the Defaulting Party to make any payments to the Non-Defaulting Party under this Agreement (including any amounts payable pursuant to Excluded Transactions) have been fully and finally performed."

(f) **Disputes With Respect to Termination Payment**. Section 5.5 is amended by deleting "first transfer Performance Assurance to the Non-Defaulting Party in an amount equal to the Termination Payment" and substituting "prior to or concurrently with, and within the time frame required for providing such notice of dispute, nonetheless pay, in full, the Termination Payment."

(g) **Closeout Setoffs**. Section 5.6, Closeout Setoffs (Options A and B), is hereby amended to replace the words "due and owing" in line 4 with the words "payable (whether at such time or in the future)" and by adding the following sentence at the end of Options A and B: "If any obligation is unascertained, the Non-Defaulting Party may in good faith estimate

that obligation and set-off in respect of the estimate, subject to the Non-Defaulting Party accounting to the other when the obligation is ascertained."

(h) **Netting and Payments**. Section 6.4, Netting of Payments. of the Master Agreement is hereby amended to add the words "(the "Aggregate Amount")" after the phrase "to the other Party" in the third line; add the words "(the "Net Remittance Amount")" after the words "amount remaining due" in the seventh line; and add the following at the end of Section 6.4:

> "The net invoice shall identify each of the Transactions included in the calculation of the Net Remittance Amount (i.e., each of the Transactions included in each Party's Aggregate Amount for the billing period) and provide sufficient detail to enable the Party owing payment to ascertain its accuracy. Payment of the Net Remittance Amount shall constitute full and final payment and satisfaction for the Transactions included in each Party's Aggregate Amount for the applicable billing period, except to the extent that (i) any portion of any Aggregate Amount has, prior to payment, been identified as a subject of a good faith dispute; or (ii) if either Party's records reveals an inaccuracy or discrepancy in an invoice delivered to the other Party, each Party shall have a period of up to one (1) year from the date on which the original invoice should have been delivered to submit a new invoice. Guarantees, letters of credit, escrow accounts and any other security arrangements in effect between the Parties at the time of the monthly settlement or netting shall be disregarded when determining the Aggregate Amount owed by each Party to the other."

(i) **Limitation of Remedies, Liability and Damages.** Section 7.1 is amended : (i) to add the following proviso at the end of the fourth sentence thereof: "PROVIDED, HOWEVER, THAT NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL THE FOREGOING LIMITATIONS OF LIABILITY BE APPLIED TO LIMIT THE EXTENT OF THE LIABILITY OF EITHER PARTY TO THE OTHER FOR OR WITH RESPECT TO ANY INDEMNITY CLAIMS"; (ii) to delete from the beginning of the fifth sentence the phrase "UNLESS EXPRESSLY HEREIN PROVIDED" and substituting the phrase "WITHOUT PREJUDICE TO THE CALCULATION OF ANY SETTLEMENT OR TERMINATION PAYMENT AMOUNT"; and (iii) to add at the end of such section the following: "NOTHING IN THE FOREGOING SHALL BE CONSTRUED TO LIMIT ANY LEGAL, EQUITABLE OR STATUTORY RIGHTS OF SETOFF OR ANY RIGHTS UNDER ANY PERFORMANCE ASSURANCE, OR TO PROHIBIT ANY ACTION TO ENFORCE ANY REMEDY PROVIDED UNDER THIS AGREEMENT. THE PROVISIONS OF THIS ARTICLE SEVEN SHALL SURVIVE THE TERMINATION FOR ANY REASON OF THIS AGREEMENT."

(j) **Uniform Commercial Code Waiver**. The following provision is added as Section 8.4:

"8.4. Uniform Commercial Code Waiver. Section 8 of this Agreement sets forth the entirety of the agreement of the Parties regarding credit, collateral and adequate assurances. Except as expressly set forth in the options elected by the Parties in respect of Sections 8.1 and 8.2, in Section 8.3, neither Party:

(a) has or will have any obligation to post margin, provide letters of credit, pay deposits, make any other prepayments or provide any other financial assurances, in any form whatsoever, or

(b) will have reasonable grounds for insecurity with respect to the creditworthiness of a Party that is complying with the relevant provisions of Section 8 of this Agreement;

and the Parties hereby waive all implied rights relating to financial assurances arising from Section 2-609 of the Uniform Commercial Code or case law applying similar doctrines.

(k) **Governmental Charges.** The first sentence of Section 9.2 is amended and restated to read in its entirety as follows: "Seller shall pay or cause to be paid all Governmental Charges on or with respect to the Product or a Transaction arising prior to the Delivery Point."

(l) **Representations and Warranties.**

(1) The first two lines of Section 10.2 are hereby deleted and replaced with the following: "Each Party hereby represents and warrants, as of the Effective Date and the date of entering into each Transaction, and (with the exception of the representation and warranty set forth in Section 10.2(vi)) on a continuing basis throughout the entire term of each and every Transaction (including each and every Confirmation accepted in accordance with Section 2.3), that:"

(2) Section 10.2(vi) is amended and restated to read in its entirety as follows:

"(vi) there is not pending or, to its knowledge, threatened against it or any of its Affiliates any legal proceedings that reasonably might materially adversely affect its ability to perform its obligations under this Master Agreement or any Transaction (including any Confirmation accepted in accordance with Section 2.3);"

(3) Section 10.2(viii) is amended by adding at the end thereof: "; it is understood that information and explanations of the terms and conditions of each such Transaction shall not be considered investment or trading advice or a recommendation to enter into such Transaction; no communication (written or oral) received by either Party from the other Party shall be deemed to be an assurance or guarantee as to the expected results of such Transaction; and neither Party is acting as a fiduciary for or an adviser to the other Party or its Affiliates in respect of such Transaction;".

(4) Section 10.2(ix) is amended and restated to read in its entirety as follows: "(ix) (1) it is a 'forward contract merchant' within the meaning of the United States Bankruptcy Code; (2) it is a "swap participant" within the meaning of the United States Bankruptcy Code; (3) it is an 'eligible commercial entity' within the meaning of Section 1a (11) of the Commodity Exchange Act, as amended (the 'Commodity Exchange Act'); and (4) it is an 'eligible contract participant' within the meaning of Section 1a (12) of the Commodity Exchange Act."

(m) **Indemnity.** Section 10.4 is amended and restated to read in its entirety as follows:

"10.4 Indemnity. Seller hereby indemnifies and agrees to defend and hold harmless Buyer from and against any and all Claims resulting from or arising out of any event, circumstance, act or incident first occurring or existing prior to the Delivery Point. Buyer hereby indemnifies and agrees to defend and hold harmless Seller from and against any and all Claims resulting from or arising out of any event, circumstance, act or incident first occurring or existing at, from or after the Delivery Point. Notwithstanding the foregoing, neither Party shall have any obligation to indemnify the other Party from or against any Claims to the extent caused by, resulting from, relating to or arising out of the negligence or intentional misconduct of such other Party. Each Party hereby indemnifies and agrees to defend and hold harmless the other Party from and against any Governmental Charges for which such Party is responsible under Article Nine. The obligations of the Parties under this Agreement with respect to indemnification shall survive the termination of this Agreement and shall continue for a period of two (2) years following any termination of this Agreement, provided, however, that such obligations with respect to indemnification shall continue only with respect to claims for indemnification based upon events or circumstances occurring or arising on or before the termination of this Agreement."

(n) **Assignment.** Section 10.5 is amended and restated to read in its entirety as follows:

"10.5 Assignment. Neither Party shall, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, assign, pledge or transfer all or any part of, or any right or obligation under, this Agreement, whether voluntarily or by operation of law, and any such assignment or transfer without such consent shall be null and void; provided, however, that either Party may, without the consent of the other Party (and without relieving itself of any liability hereunder), (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof for security purposes in connection with any financing or other financial arrangements, (b) transfer or assign this Agreement to an Affiliate of such Party, provided that the Credit Rating of such Affiliate (or, if such Affiliate is not rated, of such Affiliate's Guarantor) is equal to or higher than the Credit Rating of such Party (or, if such Party is not rated, of such Party's Guarantor), or (c) transfer or assign all (but not less than all) of such Party's right, title and interest in and to this Agreement to any Person succeeding to all or substantially all of such Party's assets, provided that the Credit Rating of such Person (or, if such Person is not rated, of such Person's Guarantor)

is equal to or higher than the Credit Rating of such Party (or, if such Party is not rated, of such Party's Guarantor). As a condition to the effectiveness of any transfer or assignment of this Agreement or any rights or obligations under this Agreement, the applicable transferee or assignee shall agree in writing to be bound by the terms and conditions of this Agreement and the transferring or assigning Party shall deliver such tax and enforceability assurance as the other Party may reasonably request. Subject to the foregoing restrictions on assignment, this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. No transfer or assignment permitted hereunder shall, except as and to the extent otherwise agreed in writing between the Parties, relieve the transferring or assigning Party of any of its obligations under this Agreement."

(o) **Governing Law**. The first sentence of Section 10.6 is amended and restated to read in its entirety as follows: "THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION."

(p) **Notices**. Section 10.7 is amended as follows: (i) by inserting ", electronic means" in the fourth line after the word "service"; (ii) by inserting "electronic means," in the fourth line after the word "by"; and (iii) by inserting the following at the end of the sentence in the fourth line: "provided, however, that any non-routine notices (e.g., notices of default) shall be delivered by a means other than an electronic means."

(q) **General**. Section 10.8 is amended as follows:

(1) To add the following sentence after the sentence "Except to the extent herein provided for, no amendment or modification to this Master Agreement shall be enforceable unless reduced to writing and executed by both Parties.": "Furthermore, no amendment or modification to any Confirmation which has been fully executed by both Parties shall be enforceable unless reduced to writing and executed by both Parties."

(2) To add the following new sentence on the 27th line, immediately before the sentence "The headings used herein are for convenience and reference purposes only.": "References in this Agreement to "or" shall be deemed to be disjunctive but not necessarily exclusive (i.e., unless the context dictates otherwise, "or" shall be interpreted to mean "and/or" rather than "either/or")."

(3) To add the following at the end of the section: "This Agreement, including any Confirmations, may be executed in counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same original instrument. Delivery of an executed counterpart of a signature page to this Agreement or to any Confirmation by facsimile or electronic means shall be effective as delivery of a manually executed counterpart of this Agreement or Confirmation. Electronic or fax copies of executed original copies of this Agreement and any Confirmation shall be sufficient and admissible evidence of the content and existence of this Agreement or any Confirmation to the same extent as the originally executed copy or copies (if executed in counterpart)".

(r) **Bankruptcy Issues**. Section 10.10 is hereby amended and restated to read in its entirety as follows:

"10.10 Bankruptcy Issues. The Parties intend that (i) each Transaction constitutes a "forward contract" (except such Transactions that provide for delivery of a Product within two (2) days after the Transaction has been agreed to by the Parties) within the meaning of the United States Bankruptcy Code or a forward agreement and therefore a "swap agreement" within the meaning of the United States Bankruptcy Code; (ii) all payments made or to be made by one Party to the other Party pursuant to this Agreement constitute "settlement payments" within the meaning of the United States Bankruptcy Code; (iii) all transfers of Performance Assurance by one Party to the other Party under this Agreement constitute "margin payments" within the meaning of the United States Bankruptcy Code; and (iv) this Agreement constitutes a "master netting agreement" within the meaning of the United States Bankruptcy Code."

(s) **Confidentiality.** Section 10.11 is amended and restated to read in its entirety as follows:

"10.11 Confidentiality.

(a) If the Parties have elected on the Cover Sheet to make this Section 10.11 applicable to this Master Agreement, neither Party shall disclose the terms or conditions of a Transaction under this Master Agreement or the completed Cover Sheet to, or any annex to, this Master Agreement to a third party (other than the Party's or any of the Party's Affiliates' employees, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein) except in order to comply with any applicable law, regulation, or any exchange, control area or independent system operator rule or in connection with any court or regulatory proceeding or request by a regulatory authority; provided, however, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit any such disclosure. The Parties shall be entitled to all remedies available at law or in equity (including preliminary and permanent injunctive relief) to enforce, or seek relief in connection with, this confidentiality obligation. It is understood that (i) each Party will inform each and all of its or its Affiliates' employees, lenders, counsel, accountants or advisors to whom any confidential information under this Agreement shall be disclosed or be accessible of the confidential nature of such confidential information, and (ii) in any event, shall be responsible for any breach of any of the confidentiality obligations set forth in this Section 10.11 by any of its or its Affiliates' employees, lenders, counsel, accountants or advisors.

(b) In the event the recipient Party is requested or ordered in any legal proceeding or process (including, without limitation, requests under state or federal public disclosure laws) to disclose any of the confidential information, the recipient Party shall not make any voluntary disclosure without the prior written authorization of the disclosing Party, and the recipient Party shall take all reasonable steps to resist, clarify or narrow such requests or orders, as appropriate, and obtain other reliable assurances of nondisclosure in order to maintain the confidential and secret nature of the confidential information. The recipient Party further shall provide the disclosing Party with immediate notice of any such requests or orders so that the disclosing Party can take independent steps to resist, clarify or narrow such requests or orders and seek and obtain appropriate protective orders or other reliable assurances of nondisclosure, and the recipient Party shall reasonably cooperate with the disclosing Party, at the disclosing Party's cost and expense, in connection therewith. However, notwithstanding the foregoing or any other provision of this Agreement, Party A acknowledges that Party B, as a Washington State municipal corporation, is subject to the Washington State Public Records Act, Ch. 42.56 RCW, and Party A agrees that Party B shall not be in breach of this Agreement or have any liability whatsoever under this Agreement or otherwise for any claims or causes of action whatsoever resulting from or arising out of Party B's copying or releasing to a third party any of the confidential information of Party A when ordered or instructed to do so by a court of competent jurisdiction, or when, in the professional judgment of Party B's counsel, Party B is compelled to permit such disclosure or copying or else risk civil or criminal liability. Party B shall provide timely notice to Party A of any public records request, claim or action reasonably placing at risk the release of any confidential information of Party A, in order to permit Party A to intervene therein, or initiate an action to enjoin release of the confidential information, at Party A's own cost and expense. Under no circumstances will Party B have any responsibility or obligation whatsoever to initiate or defend against any inquiry, investigation, action, claim, suit, arbitration or proceeding relating to the confidentiality of any material furnished to Party B by Party A. The provisions of this section shall survive the expiration or termination of this Agreement.

(c) Notwithstanding the foregoing, a Party shall not be deemed to be in breach of this Section 10.11 for any disclosure by such Party to any Product industry price source publication generally recognized in the commodities markets the terms or conditions of a Transaction, provided that the name of and any other identifying information relating to the other Party is redacted and otherwise not disclosed.

(d) The requirements of this Section 10.11 shall not apply to information that (i) is or becomes generally available to the public other than as a direct or indirect result of an intentional or inadvertent disclosure in violation of this Agreement by the recipient Party or any representative or Affiliate of the recipient Party or anyone to whom the recipient Party or any of its representatives or Affiliates transmits the information, (ii) was available to the recipient Party prior to its disclosure to the recipient Party by the disclosing Party or any of the disclosing Party's Affiliates or its or their representatives, provided that such information is not known to the recipient Party to be subject to another confidentiality agreement with, or other obligation of secrecy to, the disclosing Party or another party, (iii) becomes available to the recipient Party from a source

other than the disclosing Party or any of the disclosing Party's Affiliates or its or their representatives, provided that such source is not known to the recipient Party to be subject to another confidentiality agreement with, or other obligation of secrecy to, the disclosing Party or another party, or (iv) is independently developed by the recipient Party, without reference to or use of Confidential Information received hereunder."

(t) Attorneys Fees. The following provision is added as Section 10.12:

"10.12 Attorneys' Fees. In the event of any action between the Parties relating to this Agreement or the subject matter hereof, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and expenses and costs of litigation, in addition to any other relief granted or awarded."

(u) Electronic Imaged Documents. The following provision is added as Section 10.13:

"10.13. Electronic Imaged Documents. Any original executed Agreement, Confirmation or other related document may be photocopied and stored on computer tapes and disks (an "Imaged Agreement"). Any Imaged Agreement, if introduced as evidence on paper, the Confirmation, if introduced as evidence in automated facsimile form, the Recording, if introduced as evidence in its original form and as transcribed onto paper, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the Recording, the Confirmation or the Imaged Agreement (or photocopies of the transcription of the Recording, the Confirmation or the Imaged Agreement) on the basis that such were not originated or maintained in documentary form under the hearsay rule, the best evidence rule or other rule of evidence."

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be duly executed in one or more counterparts (each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same agreement) as of the date first above written. The Parties expressly acknowledge that delivery of an executed counterpart of a signature page of this Master Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Master Agreement.

Renewable Power Strategies, LLC d/b/a RPS Advisors		**Public Utility District No. 1 of Benton County**	
By:	_____	By:	_____
Name:		Name:	Chad B. Bartram
Title:		Title:	General Manager
Date:	_____	Date:	September 10, 2019

DISCLAIMER: This Master Power Purchase and Sale Agreement was prepared by a committee of representatives of Edison Electric Institute ("EEI") and National Energy Marketers Association ("NEM") member companies to facilitate orderly trading in and development of wholesale power markets. Neither EEI nor NEM nor any member company nor any of their agents, representatives or attorneys shall be responsible for its use, or any damages resulting therefrom. By providing this Agreement EEI and NEM do not offer legal advice and all users are urged to consult their own legal counsel to ensure that their commercial objectives will be achieved and their legal interests are adequately protected.

RENEWABLE ENERGY CERTIFICATES ANNEX
to the
EEI MASTER POWER PURCHASE & SALE AGREEMENT

Name: Renewable Power Strategies, LLC d/b/a RPS Advisors, a limited liability company organized under the laws of the State of Colorado ("Party A")

Name: **Public Utility District No. 1 of Benton County**, a public utility district organized under the laws of the State of Washington ("Party B")

Effective Date of EEI Master Agreement between Party A and Party B: [TO BE COMPLETED], 2019
Effective Date of this EEI Renewable Energy Certificates Annex: [TO BE COMPLETED], 2019
Paragraph 8 Renewable Energy Certificate Elections Cover Sheet:

All Notices:
As set forth on the EEI Master Agreement Cover Sheet unless otherwise set forth below:

Street: _____
City: _____
Attn: _____
Phone: _____
Facsimile: _____

All Notices:
As set forth on the EEI Master Agreement Cover Sheet unless otherwise set forth below:

Street: 2721 W. 10th Ave.
City Kennewick, WA 99336
Attn: Contracts & Purchasing
Phone: (509) 582-1239
Facsimile: (509) 582-1285

Invoices:
As set forth on the EEI Master Agreement Cover Sheet unless otherwise set forth below:

Attn: _____
Phone: _____
Facsimile: _____

Invoices:
As set forth on the EEI Master Agreement Cover Sheet unless otherwise set forth below:

Attn: AP Coordinator
Phone: (509) 582-1206
Facsimile: (509) 582-1294

Confirmations:
As set forth on the EEI Master Agreement Cover Sheet unless otherwise set forth below:

Attn: _____
Phone: _____
Facsimile: _____

Confirmations:
As set forth on the EEI Master Agreement Cover Sheet unless otherwise set forth below:

Attn: Contracts & Purchasing
Phone: (509) 582-1239
Facsimile: (509) 582-1285

Payments:
As set forth on the EEI Master Agreement Cover Sheet unless otherwise set forth below:

Attn:
Phone:

Payments:
As set forth on the EEI Master Agreement Cover Sheet unless otherwise set forth below:

Attn: Katie Homer-Grandgeorge – Chris Johnson
Phone: (509) 582-1275 – (509) 585-5389

Facsimile:	Facsimile: (509) 582-1294
BNK: ABA: ACCT:	BNK: Bank of America ABA: 026009593 ACCT: 21119201

Additional elections for EEI Master Agreement Section 2.1 Transactions

Outstanding RECs Transactions. This EEI RECs Annex applies to the following pre-existing RECs Transactions:

- ☐ Option A: All RECs Transactions outstanding between the parties as of the Effective Date of this EEI RECs Annex. – If no options are selected, Option A applies.
- ✓ Option B: The RECs Transactions listed in Schedule 1 to this EEI RECs Annex only.
- ☐ Option C: None of the RECs Transactions between the Parties that were executed prior to the Effective Date of this EEI RECs Annex.

Applicability of Articles 8.1, 8.2, and, if applicable, the Collateral Annex

- ☐ Option A: Articles 8.1, 8.2 and, if applicable, the Collateral Annex, apply to all RECs Transactions. – If no options are selected, Option A applies.
- ✓ Option B: Articles 8.1, 8.2 and, if applicable, the Collateral Annex, do not apply to any RECs Transactions.
- ☐ Option C: Articles 8.1, 8.2 and, if applicable, the Collateral Annex, apply to all RECs Transactions except those RECs Transactions set forth in Schedule 2 as amended from time to time.

Elections for Paragraph Three:

3.5 **Payment Netting**

- ☐ Option A (Payment Netting) – If neither Option A nor Option B is checked, Option A shall apply.
- ☐ Option B (No Payment Netting)

Other Changes Specify, if any:

[Parties should refer to any provisions of their EEI Cover Sheet and optional provisions that should not govern RECs Transactions, for example Mobile-Sierra waivers.]

IN WITNESS WHEREOF, the Parties have caused this EEI RENEWABLE ENERGY CERTIFICATES ANNEX to be duly executed in one or more counterparts (each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same agreement) effective as of the Effective Date of this EEI RECs Annex. The Parties expressly acknowledge the validity of facsimile counterparts of this EEI RECs Annex, if any, which may be transmitted in advance of, or in lieu of, executed original documents.

Party A: Renewable Power Strategies, LLC d/b/a RPS Advisors	Party B: Public Utility District No. 1 of Benton County
By:_____ Printed Name: _____ Title:_____	By:_____ Printed Name: Chad B. Bartram Title: General Manager

RENEWABLE ENERGY CERTIFICATES ANNEX
TO THE
EEI MASTER POWER
PURCHASE & SALE AGREEMENT

WHEREAS, Party A and Party B have entered into an EEI Master Power Purchase & Sale Agreement (including any amendments, annexes or Cover Sheet thereto which are provided for and incorporated into the EEI Master Power Purchase & Sale Agreement, the "EEI Master Agreement"), which EEI Master Agreement governs the terms and conditions pursuant to which the Parties may enter into transactions relating to the purchase and sale of electric capacity, energy and other products related thereto; and

WHEREAS, the Parties desire to enter into this Renewable Energy Certificates Annex to the EEI Master Agreement to provide terms and conditions under which the Parties may enter into Transactions relating to the purchase and sale of Renewable Energy Certificates (as hereinafter defined; each such Transaction, a "RECs Transaction");

NOW, THEREFORE, the Parties agree as follows:

PARAGRAPH ONE: GENERAL TERMS

1.1 Scope of Agreement. The Parties enter into this Renewable Energy Certificates Annex to the EEI Master Agreement (this "EEI RECs Annex") in order to provide for the terms and conditions pursuant to which they may enter into Transactions for RECs Products (as defined below). This EEI RECs Annex, together with the Paragraph 8 Renewable Energy Certificate Elections Cover Sheet ("Paragraph 8 Cover Sheet"), supplements, forms a part of, and is incorporated into, the EEI Master Agreement. Capitalized terms used in this EEI RECs Annex but not defined herein shall have the meanings given such terms in the EEI Master Agreement.

1.2 The terms set forth in the EEI Master Agreement and this EEI RECs Annex applies to those Transactions that relate to RECs Products (each such Transaction, a "RECs Transaction"). Unless otherwise expressly amended by this EEI RECs Annex, all of the terms and conditions set forth in the EEI Master Agreement apply to RECs Transactions. "Transaction" as used in the EEI Master Agreement includes both Transactions relating to Power Products and RECs Products and except as otherwise provided in this EEI RECs Annex, the EEI Master Agreement shall apply equally to all such Transactions without differentiation. By way of example only, the Parties intend that the occurrence of an Event of Default under Section 5.1 of the EEI Master Agreement would enable the Non-Defaulting Party to exercise any or all of the rights of Article Five with respect to all Transactions notwithstanding whether such Transactions are for RECs Products or Power Products. In the event of any inconsistency among or between the EEI Master Agreement and this EEI RECs Annex, this EEI RECs Annex will govern with respect to RECs Transactions only.

PARAGRAPH TWO: DEFINITIONS

2.1 Definitions. With respect to RECs Transactions, these terms have the following meanings, and if the same term is defined in the EEI Master Agreement, the definition herein supersedes and replaces that in the EEI Master Agreement:

2.1.1 `"Administrator" means an administrator, Certifier, Governmental Authority or other body with jurisdiction over Certification or transfer of Environmental Attributes in the Applicable Program.

2.1.2 "Alternative Compliance Payment" means a monetary amount under Applicable Law for an Applicable Program the payment of which is in lieu of compliance or other maximum amount agreed upon by the Parties.

2.1.3 "Applicable Law" means all legally binding constitutions, treaties, statutes, laws, ordinances, rules, regulations, orders, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority or arbitrator that apply to the Applicable Program or any one or both of the Parties or the terms hereof.

2.1.4 "Applicable Program" means a mandatory or voluntary domestic, international or foreign RPS, renewable energy, or other program, scheme or organization, with respect to a market, registry or reporting for Environmental Attributes specified in a RECs Transaction.

2.1.5 "Attestation" means a Transfer Certificate or Certification in form and substance as agreed to by the Parties separate and apart from the RECs Confirmation, an example of which for voluntary and potentially other Applicable Programs is attached as Exhibit C.

2.1.6 "Certification" means, if applicable, the certification by the Certifier of the Applicable Program of (i) the creation and characteristics of a REC, (ii) the qualification of a Renewable Energy Facility under the Applicable Program, (iii) Delivery of a REC or (iv) other compliance with the requirements of the Applicable Program.

2.1.7 "Certifier" means an entity that certifies the generation, characteristics or Delivery of a REC, or the qualification of a Renewable Energy Facility under the Applicable Program, and may include the Administrator, a GIS, a Governmental Authority, one or both of the Parties, an independent auditor or other third party, and should include (i) absent an Applicable Program, the Seller, or the generator of the RECs if the Seller is not the generator, (ii) if the RECs are to be Delivered pursuant to the Applicable Program, the Administrator of the Applicable Program, or such other person or entity specified by the Applicable Program to perform Certification or (iii) such other person or entity specified by the Parties.

2.1.8 "Certified Renewable Energy Facility" means a Renewable Energy Facility that is certified under or pursuant to the Applicable Program.

2.1.9 "Delivered" or "Delivery" means the transfer from Seller to Buyer of the Contract Quantity of the RECs Product in accordance with the Applicable Program and recognition by any applicable Administrator, Certifier, or GIS that such transfer has completed.

2.1.10 "Delivery Date" means the dates specified in the RECs Transaction for Delivery of the RECs Product to the Buyer.

2.1.11 "Environmental Attribute" means an aspect, claim, characteristic or benefit, howsoever entitled, associated with the generation of a quantity of Energy by a Renewable Energy Facility, other than the electric energy produced, and that is capable of being measured, verified or calculated, including any fuel, emissions, air quality or other environmental characteristics, credits, benefits, reductions, offsets and allowances resulting from the purchase, generation or use of energy from a Renewable Energy Facility or the avoidance of any emission of any gas, chemical or other substance to the air, soil or water attributable to such energy generation or arising out of any present or future Applicable Law. An Environmental Attribute may include one or more of the following identified with a particular megawatt hour of generation by a Renewable Energy Facility designated prior to Delivery: the Renewable Energy Facility's use of a particular renewable energy source, avoided NO_x, SO_x, CO_2 or greenhouse gas emissions, avoided water use (but not water rights or other rights or credits obtained pursuant to requirements of Applicable Law in order to site and develop the Renewable Energy Facility itself), or as otherwise defined under the Applicable Program or as agreed by the Parties. Environmental Attributes do not include any Energy, capacity, reliability or other power attributes from the Renewable Energy Facility, production tax credits or other direct third-party subsidies, filed rates, or feed-in tariffs for generation of electricity by the Renewable Energy Facility.

2.1.12 "GIS" means a generation information system or generation attribute tracking system operated by an Independent System Operator or a Regional Transmission Organization, or any other system that records generation from Renewable Energy Facilities.

2.1.13 "Government Action" means action (and not merely the speculation thereof) by a Governmental Authority, Administrator, Certifier, or by the governing body of the Applicable Program, including a Regulatory Event, which results in a change to the eligibility of a RECs Product for the Applicable Program or a substantial change to the requirements for compliance by persons or entities obligated to comply with the Applicable Program which in either case has a material effect on the supply or value of a RECs Product that is the subject of a particular RECs Transaction, and includes a change in Applicable Law that disqualifies any previously qualifying or Certified Renewable Energy Facilities (by Energy sources, Initial Operating Date or otherwise) or previously complying RECs Product, that is the subject of a RECs Transaction entered into prior to the change under an existing Applicable Program, including a change that that (i) eliminates or discontinues certification of the RECs Product, or (ii) creates any adverse material change in the application of the Applicable Program regarding a Party's authority to sell or purchase the RECs Product.

2.1.14 "Governmental Authority" means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity

operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

2.1.15 "Initial Operating Date" means the date when a particular Renewable Energy Facility first became commercially operational.

2.1.16 "Penalties" means, with respect to the Non-Defaulting Party, the present value of any Alternative Compliance Payments, penalties, fines or fees imposed or assessed against the Non-Defaulting Party by an Administrator or Governmental Authority on account of Delivery not occurring on the Delivery Date, as determined by the Non-Defaulting Party in a commercially reasonable manner.

2.1.17 "RECs Product" means the RECs and Environmental Attributes to be delivered in a particular RECs Transaction.

2.1.18 "RECs Confirmation" is the form used by the Parties in the form of Exhibit A or Exhibit B or as otherwise agreed by the Parties, specifying the terms of a RECs Transaction.

2.1.19 "RECs Product Reporting Rights" means the exclusive right to report sole ownership of the RECs Product to any Certifier, GIS, Administrator, Governmental Authority or other party, including under Section 1605(b) of the Energy Policy Act of 1992, or under any present or future Applicable Program.

2.1.20 "RECs Transaction" is a Transaction under the Agreement governed by this EEI RECs Annex.

2.1.21 "Regulatorily Continuing" means, with respect to a RECs Transaction represented by a Party as complying with an Applicable Program, such compliance will be as of both the Delivery Date and the Trade Date notwithstanding any Government Action.

2.1.22 "Renewable Energy Certificate" or "REC" means a certificate, credit, allowance, green tag or other transferable indicia, howsoever entitled, created by or pursuant to the Applicable Program or Certifier indicating generation of a particular quantity of energy, or RECs Product associated with the generation of a specified quantity of Energy from a renewable energy source by a Renewable Energy Facility, separate from the Energy produced.

2.1.23 "Renewable Energy Facility" means an electric generation unit or other facility or installation that produces Energy qualifying under the Applicable Program, and includes a Certified Renewable Energy Facility.

2.1.24 "Renewable Portfolio Standard" or "RPS" means a domestic, international, or foreign state, provincial or federal law, rule or regulation that requires a stated amount or minimum proportion or quantity of electricity that is sold or used by specified entities to be generated from renewable energy.

2.1.25 "Replacement Price" means the price at which Buyer, acting in a commercially reasonable manner, purchases replacement RECs Product for any RECs Product specified in the

RECs Transaction but not delivered by Seller, which replacement RECs Product complies with the Applicable Program as of the Delivery Date for a Regulatorily Continuing RECs Transaction and as of the Trade Date for a RECs Transaction that is not Regulatorily Continuing, and have the same Vintage as the RECs Product not Delivered, plus Costs reasonably incurred by Buyer in purchasing such substitute RECs Product, or absent a purchase, the market price for such RECs Product not delivered, as determined by Buyer in a commercially reasonable manner; provided, however, in no event shall such market price exceed any applicable Alternative Compliance Payment set forth in the Applicable Program (if any), nor shall Buyer be required to acquire replacement RECs or utilize or change its utilization of its market positions to minimize Seller's liability.

2.1.26 "Reporting Year" means a twelve-month compliance period specified under the Applicable Program.

2.1.27 "Sales Price" means the price at which Seller, acting in a commercially reasonable manner, resells any RECs Product specified in the RECs Transaction not received by Buyer deducting from such proceeds any Costs reasonably incurred by Seller in reselling such RECs Product and Delivering to a third party purchaser thereof, or absent a sale, the market price for such RECs Product that complies with the Applicable Program as of the Delivery Date for a Regulatorily Continuing RECs Transaction and as of the Trade Date for a RECs Transaction that is not Regulatorily Continuing, and have the same Vintage as the RECs Product not received, as determined by Seller in a commercially reasonable manner; provided, however, in no event shall such market price include any Penalties or similar charges or stranded costs unless specified in the applicable RECs Transaction, nor shall Seller be required to utilize or change its utilization of its market positions to minimize Buyer's liability; and provided further that if Seller is unable after using commercially reasonable efforts to obtain a market price or resell all or a portion of the RECs Product not received by Buyer, then the Sales Price with respect to such unsold RECs Product shall be deemed equal to zero dollars ($0).

2.1.28 "Trade Date" means the date a RECs Transaction is entered into by the Parties.

2.1.29 "Transfer Certificate" means an Attestation, GIS record of ownership transfer or other document evidencing Delivery of a REC and otherwise satisfying the requirements of the Parties and any Applicable Program.

2.1.30 "Vintage" means the calendar year, Reporting Year or other period specified by the Parties or the Certifier, as applicable, in which the RECs Product is created or first valid for use under the Applicable Program.

2.2 Rules of Interpretation. Unless otherwise required by the context in which any term appears, (i) the singular includes the plural and vice versa; (ii) all references to a particular entity or market price index include a reference to such entity's or index's successors and (if applicable) permitted assigns; and (iii) a reference to a statute or to a regulation issued by a Governmental Authority includes the statute or regulation in force as of the Trade Date, or Delivery Date with respect to a RECs Product that is Regulatorily Continuing; and (iv) the word "or" is not necessarily exclusive.

PARAGRAPH THREE: AMENDMENTS TO THE EEI MASTER AGREEMENT

3.1 Definitions. Section 1.47 of the EEI Master Agreement is amended by adding to the end thereof "in the EEI RECs Annex or RECs Product Transactions thereunder."

3.2 Confirmation. The first sentence of Section 2.3 of the EEI Master Agreement shall be modified by the addition of the following at the end thereof: "and substantially in the form of a RECs Confirmation with respect to RECs Transactions."

3.3 Additional Confirmation Terms. Section 2.4 of the EEI Master Agreement shall apply only to Power Products.

3.4 Obligations and Deliveries. Sections 3.1 and 3.2 of the EEI Master Agreement shall apply only to Power Products. The applicable provisions with respect to RECs Products are set forth in Paragraph 4.1 below.

3.5 Payment and Netting.

Option A: Payment Netting with Payment for Power and RECs Transactions on the same payment date. Section 6.2 of the EEI Master Agreement shall apply to Power Products and RECs Products, it being the intent of the Parties that monthly payments for Power Products shall be netted with monthly payments for RECs Products, all in accordance with Article 6 of the EEI Master Agreement, including Section 6.4 thereof. In addition to the netting of monthly payments in respect of RECs Products and Power Products, if an Early Termination Date is declared by the Non-Defaulting Party pursuant to Article 5 of the EEI Master Agreement, then all Settlement Amounts and any other payments for all Transactions whether for Power Products or RECs Products shall be netted in calculating the Early Termination Payment pursuant to the provisions of Section 5.3 of the EEI Master Agreement.

Option B: No Payment Netting with Payment for RECs Transactions on the 5th Business Day following Delivery of RECs. The first sentence of Section 6.2 of the EEI Master Agreement shall apply only to Power Products. With respect to RECs Products only, the first sentence of Section 6.2 shall be replaced with the following sentence: "Unless otherwise agreed by the Parties in a RECs Transaction, all invoices under this EEI Master Agreement for RECs Products shall be due and payable in accordance with each Party's invoice instructions on or before the later of the 5th Business Day following Delivery, or the 5th Business Day after receipt of the invoice by Buyer." Section 6.4 of the EEI Master Agreement shall apply to both Power Products and RECs Products; provided, however, for this limited purpose only, monthly payments for Power Products shall be netted only with monthly payments for other Power Products and monthly payments for RECs Products shall be netted only with monthly payments for other RECs Products. If an Early Termination Date is declared by the Non-Defaulting Party, then all Settlement Amounts and any other payments for all Transactions whether for Power Products or RECs Products shall be netted in calculating the Early Termination Payment pursuant to the provisions of Section 5.3 of the EEI Master Agreement.

3.6 Title and Indemnity. Sections 10.3 and 10.4 of the EEI Master Agreement shall apply only to Power Products. The provisions that apply to RECs Products are set forth in Paragraph 4.3 below.

PARAGRAPH FOUR: SUPPLEMENTS TO THE EEI MASTER AGREEMENT FOR TRANSACTIONS RELATING TO RECs PRODUCTS

The following provisions apply to RECs Products only.

4.1 Delivery. Seller shall deliver the RECs Product, and Buyer shall receive and pay for the RECs Product, in the manner required to comply with the terms of this RECs Annex and any RECs Transactions into which the Parties may from time to time enter.

4.2 Taxes and Fees. In any RECs Transaction, the term "Delivery Point" as used in the EEI Master Agreement is defined in the RECs Confirmation, if applicable. Each Party will be responsible for the payment of any fees, including broker's fees, incurred by it in connection with any RECs Transactions hereunder.

4.3 Transfer of Title. Unless otherwise specified in a RECs Transaction, none of Seller's applicable property and other right, title and interests in the RECs Product will pass to Buyer until the Delivery and payment are complete and upon such completion, all rights, title and interest in and to the RECs Product, to the full extent the same is property, will transfer to Buyer.

4.4 Effect of Transfer of Environmental Attributes. By transferring RECs Product in a RECs Transaction, Seller transfers any and all, and the exclusive, right to use that RECs Product in any Applicable Program, whether or not the RECs Transaction specifies that the RECs Product is eligible for an Applicable Program, and whether or not the particular RECs Product or any Environmental Attribute therein constitutes property, as well as any and all RECs Product Reporting Rights. Transfer of an Environmental Attribute does not transfer eligibility for production tax credits or other direct third-party subsidies for generation of electricity by any specified Renewable Energy Facility. Delivery of a RECs Product grants the Buyer the right, exclusive to the full extent applicable, to verify, certify and otherwise take advantage of the rights, claims and ownership in the RECs Product.

4.5 Certifying. The type and amount of any Environmental Attribute transferred and Delivered will be measured, calculated, verified and certified as agreed by the Parties or as required pursuant to the Applicable Program, if any. Unless otherwise specified in a RECs Transaction or the Applicable Program, Seller will (a) ensure that the selection of the Certifier complies with this EEI RECs Annex and the Applicable Program and (b) be responsible for the costs of the Certifier required for Delivery.

4.6 Secondary Markets; Exclusion of Warranties. Unless otherwise specified in a RECs Transaction, neither Seller nor Buyer will have any liability to the other for any act, omission, misrepresentation or breach by a Certifier (other than those due to failure to pay required fees, charges or expenses). Except as required under the Applicable Program, to the extent a RECs

Product is evidenced or Delivered with a Transfer Certificate or other documents executed by or setting forth the findings of third parties, the sole representations of Seller with respect thereto will be that (i) Seller has no actual knowledge that any statement therein is false or intentionally misleading, and (ii) the documents provided by it are true and correct copies of the documentation it has. All representations and warranties made by a Seller to a Buyer with respect to the Environmental Attributes, Renewable Energy Facility, Energy delivery location or Vintage of a RECs Product are transferable by the Buyer. However, as different Applicable Programs have differing compliance requirements, any representation that a RECs Product is Regulatorily Continuing applies solely to the Delivery by the Seller of RECs Product under the Applicable Program to the Buyer and only up to the Delivery Date, and the benefit of such representation is not assignable by Buyer, except as consented to by Seller in writing. Any other representation of compliance with the Applicable Program applies only up to the Trade Date. A RECs Transaction may provide by its terms that the Renewable Energy Facility will be designated by the Seller after the Trade Date and on or before the Delivery Date, so long as once having been designated, the Delivery complies with the requirements of the Applicable Program, in the manner represented by Seller.

4.7 Tariffs; Energy. Party A Tariff and Party B Tariff do not apply to RECs Transactions unless specifically so stated in the RECs Confirmation. A RECs Transaction may be entered into in connection with a Transaction for Energy. Delivery of RECs Product can be with or independent of delivery of the Energy with which the RECs Product is associated if so permitted under the Applicable Program.

PARAGRAPH FIVE: FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Mutual Representations and Warranties. On the Effective Date and on each Trade Date, each Party represents and warrants to the other what it has represented and warranted in Section 10.2 of the EEI Master Agreement and that: (i) it is an "eligible commercial entity" and an "eligible contract participant" within the meaning of United States Commodity Exchange Act §§1a(17) and 1a(18), respectively and (ii) except as otherwise provided in Paragraph 4.6, all applicable information, documents or statements that have been furnished in writing by or on behalf of it to the other Party in connection with this Agreement are true, accurate and complete in every material respect and do not omit a material fact that would otherwise make the information, document or statement misleading.

5.2 Warranties and Certain Covenants of Seller. With respect to each RECs Transaction, Seller represents and warrants to Buyer on the Trade Date and on the Delivery Date for all RECs Product that: (i) Seller has good and marketable title to such RECs Product; (ii) Seller has not, under any Applicable Program or otherwise, sold to any other person or entity, retired for its own benefit, or represented as part of any Energy sale the RECs Product or any Environmental Attribute of the RECs Product to be transferred to Buyer; (iii) all right, title and interest in and to such RECs Product are free and clear of any liens, taxes, claims, security interests or other encumbrances except for any right or interest by any entity claiming through Buyer; (iv) each Environmental Attribute and REC meets the specifications set forth in the RECs Transaction; (v)

the RECs Product is separate from the Energy generated by the Renewable Energy Facility, unless otherwise specified by the Parties; (vi) such RECs Product complies with the Applicable Program for which the RECs Product requires compliance until (a) Delivery for RECs Transactions that are Regulatorily Continuing, or (b) the Trade Date for RECs Transactions that are not Regulatorily Continuing; (vii) unless expressly set forth in a RECs Transaction, with respect to Seller, the RECs Product is not transferred, and has not been transferred pursuant to a contract filed or required to be filed with or approved by any Governmental Authority having jurisdiction over the sale of Energy; (viii) the representations and warranties set forth in the form of Attestation, if any, as of the Delivery Date are true and correct, provided that if the RECs Transaction is not Regulatorily Continuing, this representation is only as to the form of Attestation in effect as of the Trade Date; and (ix) subject to Paragraph 4.6 and unless otherwise specified to the contrary on the RECs Transaction, Seller has disclosed to Buyer any and all Transfer Certificates, Attestations, and all other relevant documentation received by it in connection with its acquisition of the RECs Product sold to Buyer hereunder, and any use by any Environmental Attribute of the RECs Product by Seller or any other person or entity to comply with any Applicable Program. With respect to any RECs Transaction, absent a representation by Seller that the RECs Product complies with the requirements of a specified Applicable Program, Buyer bears the risk that the RECs Product is or will be in compliance with such Applicable Program. With respect to any RECs Transaction, if Seller represents that a RECs Product complies with the Applicable Program, such representation is made and effective as of the Trade Date, and Seller will not be in breach of such representation on account of any Government Action occurring after the Trade Date, unless the RECs Transaction is Regulatorily Continuing, in which case Seller must Deliver RECs Product that complies with the Applicable Program as of the Delivery Date. If the RECs Transaction is Regulatorily Continuing, Seller will cause the RECs Product that is Delivered to comply with the requirements of the Applicable Program on the Delivery Date, including Delivering substitute RECs Product acceptable to Buyer if appropriate.

5.3 LIMITATION OF WARRANTIES. THE EXPRESS WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE RECS PRODUCT DELIVERED AND TRANSFERRED WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER, INCLUDING WITH RESPECT TO ANY GOVERNMENT ACTION OR ANY OTHER FUTURE ACTION OR FAILURE TO ACT OR APPROVAL OR FAILURE TO APPROVE BY ANY GOVERNMENTAL AUTHORITY OR ADMINISTRATOR.

5.4 Cooperation on Delivery; Review of Records. Upon either Party's receipt of notice from the Administrator that the transfer of RECs pursuant to a RECs Transaction will not be recognized or a RECs Product Delivery was not made as required pursuant to the terms of a RECs Transaction, that Party will immediately so notify the other Party, providing a copy of such notice, and both Parties will cooperate in taking such actions as are necessary and commercially reasonable to cause such transfer to be recognized and RECs Product Delivered. Each Party agrees to provide copies of its records to the extent reasonably necessary for the Certifier to perform the functions designated on the RECs Transaction, and to verify the accuracy of any fact, statement, charge or computation made pursuant hereto if requested by the other Party. If, as a result of

Seller's failure to provide Buyer with documentation and records it has agreed in the RECs Transaction to provide any or all of the Contract Quantity of RECs Product is disallowed ("Disallowed RECs") Seller will pay damages for such Disallowed RECs as if there had been a failure to Deliver them and Buyer shall after receipt of such damages return the Disallowed RECs to Seller. If Seller is not the owner or operator of the Renewable Energy Facility that generated the RECs Product, Seller will cooperate with Buyer in any efforts to review the records of the original Seller of such RECs Product. If Seller is the owner or operator of the Renewable Energy Facility that generated the RECs Product in a RECs Transaction, it consents to the Buyer's assignment of rights under this Paragraph to any subsequent purchaser of such RECs Product. The obligations set forth in this Paragraph terminate with respect to any particular RECs Transaction on the later of thirty days following the last banking date under the Applicable Program for the Vintage of the RECs Product Delivered, or the third anniversary of the Delivery Date. Notwithstanding any provisions in the EEI Master Agreement regarding confidentiality, Buyer, and any affiliates or customers of Buyer to which Buyer resells the Product delivered by Seller hereunder, will have the right to disclose (i) to any entity or governmental authority having jurisdiction, any information necessary to demonstrate compliance with any RPS, and (ii) to any customer of Buyer or Buyer's affiliates that is participating in any voluntary renewable energy retail electric service customer choice program, the RECs Product content and characteristics.

PARAGRAPH SIX: ADDITIONAL TERMS RESPECTING REMEDIES AND FORCE MAJEURE

6.1 Not a Penalty. The Parties intend that no remedy or amount due hereunder represents a penalty to the Defaulting Party.

6.2 Registry Failure. If a Party is unable to Deliver or receive RECs due to the occurrence of a disruption in Deliveries caused by the applicable Administrator or GIS, as applicable which is not subject to Paragraph 7.11 and is not within the reasonable control of, or the result of the negligence of, such Party, by the exercise of due diligence, such Party was unable to avoid (a "Registry Failure"), it shall provide the other Party with written notice and full details within two (2) Business Days. The Parties will use their best efforts to cause Delivery and give effect to the original intention of the Parties. No Party will be relieved due to a Registry Failure from any obligation to provide any notice or make any payments due.

6.3 Scope of Force Majeure. This Paragraph 6.3 is in addition to and not in replacement of the provisions respecting Force Majeure in the EEI Master Agreement. With respect to Unit Specific RECs, Force Majeure includes events of Force Majeure that disrupt the operation of the specified Renewable Energy Facility. Force Majeure may not be based upon change in Applicable Law or Government Action in a Regulatorily Continuing RECs Transactions. In the case of a Party's obligation to make payments hereunder, Force Majeure will be only an event or act of a Governmental Authority that on any day disables the banking system through which a Party makes such payments.

PARAGRAPH SEVEN: APPLICABLE LAW

7.11 Government Action. The Parties acknowledge that the Applicable Programs, which among other things establish the conditions for a market for certain RECs Products, may be the subject of Government Action. Unless otherwise provided in a RECs Transaction, Government Action that changes in any respect the value of a RECs Product, without rendering the RECs Product out of compliance with the Applicable Program if Regulatorily Continuing, including the Applicable Program being discontinued, suspended, cancelled, repealed, or otherwise no longer scheduled to proceed, will have no effect on the obligation of the Parties to purchase and sell such RECs Product at the price and on the terms set forth in the RECs Transaction. To the extent that Government Action (i) renders Delivery illegal under Applicable Law, or (ii) makes impossible the trading or transferring of the RECs Product, then promptly after the occurrence of such Government Action, the Parties will use their best efforts to reform the affected RECs Transaction(s) in order to give effect to the original intention of the Parties or transfer the RECs Product under another Applicable Program or method if possible. For purposes of the affected RECs Transaction(s) only, if the Parties are unable, despite such efforts, to reform such RECs Transaction(s) or transfer the RECs Product within ten (10) Business Days following the Government Action, either Party may, at its sole option terminate the affected RECs Transaction(s) without terminating the EEI Master Agreement and with no further payment or performance obligation; provided that the Parties shall make any payments due in accordance with obligations already performed and that portion of whatever has been paid for the quantity of RECs Product not yet Delivered will be refunded by Seller, to the extent it is lawful to do so. If Government Action results in the Applicable Program being superseded by another state, regional or federal renewable energy program, then, Seller shall Deliver either under the existing Applicable Program or under the superseding program, to the extent possible and commercially reasonable. Notwithstanding the foregoing, no RECs Transaction will be affected, cancelled or otherwise impaired by Government Action that is specific to a Party under Applicable Law taken by a Governmental Authority alleging that Party's violation thereof.

7.2 Governing Law. Notwithstanding Section 10.6 of the EEI Master Agreement, the creation, issuance, transfer, tracking and retirement of RECs shall be governed by the laws, rules and regulations of the Applicable Program, if any.

SCHEDULE P-RECS: RECS PRODUCT DEFINED TERMS

"Basic REC" means a REC that consists solely of a Certification of the generation of electricity by a Renewable Energy Resource, without any additional Environmental Attributes.

"Firm" means, with respect to a RECs Transaction, that if either Party fails to perform its obligation to sell and deliver or purchase and receive the RECs Product, the Party to which performance is owed shall be entitled to receive from the Party that failed to perform an amount determined pursuant to Article 4 of the EEI Master Agreement. Force Majeure shall not excuse performance of a Firm RECs Transaction.

"Resource Type Specific" when referring to RECs Product means that the Renewable Energy Facility that has generated or is eligible to generate the RECs Product utilizes a specified type of renewable energy.

"Specified REC" means a REC that includes or excludes specified Environmental Attributes.

"Standard REC" means a REC that includes all Environmental Attributes arising as a result of the generation of electricity associated with the REC, whether such Environmental Attributes have been certified and whether creditable under any existing Applicable Program.

"Unit Contingent" means that Seller is excused from any failure to Deliver RECs Product quantity on account of failure of a specified Renewable Energy Facility to generate the amount of RECs necessary in the Vintage or other time period indicated. In such event, Seller shall not be liable to Buyer for any damages, including any amounts determined pursuant to Article 4.

"Unit Contingent-Allocated" means that Seller is excused from any failure to Deliver RECs Product quantity on account of failure of a specified Renewable Energy Facility to generate the amount of RECs necessary in the Vintage or other time period indicated to satisfy all obligations of RECs delivery to all purchasers as assigned by Seller to the Renewable Energy Facility. In such event, Seller shall not be liable to Buyer for any damages, including any amounts determined pursuant to Article 4.

"Unit Non-specific" means that the Renewable Energy Facility generating the RECs Product need not be specified.

"Unit Specific" means that the Renewable Energy Facility generating the RECs Product is and must be specified.

Schedule 1: Outstanding RECs Transactions

The RECs Transactions set forth below constitute Outstanding RECs Transactions:

Schedule 2: Applicability of Collateral Annex

The Collateral Annex does not apply to any RECs Transactions.

EXHIBIT A: EXAMPLE RECS CONFIRMATION

RECS TRANSACTION CONFIRMATION
BETWEEN
RENEWABLE POWER STRATEGIES, LLC D/B/A RPS ADVISORS
AND
PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY

This confirmation ("Confirmation") confirms the transaction ("Transaction") between **Renewable Power Strategies, LLC d/b/a RPS Advisors** ("Seller") and **Public Utility District No. 1 of Benton County** ("Buyer"), each individually a "Party" and together the "Parties", effective as of [TO BE COMPLETED], 2019 (the "Trade Date"). This Transaction is governed by the pursuant to the terms of the EEI Master Power Purchase and Sale Agreement between them dated [TO BE COMPLETED], 2019 and the EEI Renewable Energy Certificates Annex dated [TO BE COMPLETED], 2019 ("EEI RECs Annex") thereto (collectively, the "Agreement"). Initially capitalized terms used and not otherwise defined herein are defined in the Agreement and Schedule P-RECs or in the Applicable Program.

<table>
<tr><td colspan="2">Seller: Renewable Power Strategies, LLC d/b/a RPS Advisors</td><td>Buyer: Public Utility District No. 1 of Benton County</td></tr>
<tr><td>Contact Information:</td><td colspan="2">Seller
Tel: 303-974-5284
Fax: Not Applicable

Buyer
Tel: (509) 582-1239
Fax: (509) 582-1285</td></tr>
<tr><td>Product:</td><td colspan="2">
<table>
<tr><th>Type of REC</th></tr>
<tr><td>☒ Standard REC</td></tr>
<tr><td>□ Basic REC</td></tr>
<tr><td>□ Other RECs Product [describe]: _____</td></tr>
</table>
<table>
<tr><th></th><th>Applicable Program</th></tr>
<tr><td></td><td>□ United States Renewable Energy Standard</td></tr>
<tr><td></td><td>□ California RPS</td></tr>
<tr><td></td><td>☒ Washington State Energy Independence Act (RCW 19.285) and the regulations thereunder (WAC 194-37)</td></tr>
<tr><td></td><td></td></tr>
<tr><td></td><td>□ Certified by Green-e Energy Center For Resource Solutions or Green-e approved entity</td></tr>
<tr><td></td><td>□ Certifiable by Green-e Energy Center For Resource Solutions</td></tr>
<tr><td></td><td>□ Other _____</td></tr>
<tr><td></td><td>□ None</td></tr>
</table>
<table>
<tr><th>Product: (Check One):</th></tr>
<tr><td>☒ Firm</td></tr>
<tr><td>□ Unit Contingent</td></tr>
<tr><td>□ Unit Contingent-Allocated</td></tr>
<tr><td>□ Unit Specific:</td></tr>
</table>
<table>
<tr><th>Certifier</th></tr>
<tr><td>☒ WREGIS</td></tr>
<tr><td>□ Center for Resource Solutions Green-e Energy</td></tr>
<tr><td>□ Other: _____.</td></tr>
</table>
</td></tr>
<tr><td>Contract Quantity:</td><td colspan="2">40,000 RECs per year for each of 10 years</td></tr>
</table>

<table>
<tr><td>Vintage:

Reporting Year:</td><td>Vintage 2020 through Vintage 2029
Reporting Year 2020 through Reporting Year 2029</td></tr>
<tr><td>Renewable Energy Resource (if applicable):</td><td>
<table>
<tr><td>Name of Facility(ies):</td><td>Renewable Energy Facilities producing energy that is an eligible renewable resource under the Applicable Program.</td></tr>
<tr><td>Location:</td><td>Seller's choice in the Pacific Northwest (as defined in the Applicable Program)</td></tr>
<tr><td>EIA Number:</td><td>Seller's choice</td></tr>
<tr><td>California Energy Commission ID (or other Applicable Program Renewable Energy Facility Certifier ID:</td><td>Seller's choice</td></tr>
<tr><td>GIS ID:</td><td>Seller's choice</td></tr>
<tr><td>Certification Date:</td><td>Seller's choice</td></tr>
<tr><td>On-line Date:</td><td>Seller's choice</td></tr>
</table>
</td></tr>
<tr><td>Resource-Type (if applicable)</td><td>Seller's choice of type of eligible renewable resource (as defined in the Applicable Program). In the case of each type of eligible renewable resource (as defined in the Applicable Program), the WREGIS certificate eligibility indicator shall, if and to the extent available from WREGIS, be marked to reflect that the energy from the applicable Renewable Energy Facility is an eligible renewable resource under the Applicable Program; provided, however, that if such eligibility for the Applicable Program is not indicated on any WREGIS certificates that are Delivered by Seller to Buyer under this Agreement, Seller will provide Buyer with written confirmation that the applicable resource has been designated by the Washington State Department of Commerce as an eligible renewable resource (as defined in the Applicable Program).</td></tr>
<tr><td>Contract Price:</td><td>$5.50 per REC</td></tr>
<tr><td>Delivery Term:</td><td>The Delivery Term of this Transaction shall commence no earlier than January 1, 2020 and shall continue until April 15, 2030. Deliveries shall be made by Seller at any time during the Delivery Term with delivery of no less than 40,000 RECs for each Reporting Year required to be completed on or before April 15 of the following year.</td></tr>
<tr><td>Alternate Payment Terms:</td><td>□ Prepay
□ Payment under Article Six of EEI Master Agreement based on time of upon Delivery of electricity with which RECs Product is associated, if applicable
☒ Payment not later than 30 days after Delivery of GIS Certificates</td></tr>
<tr><td>Allocation of Change in Law Risk: (check one)</td><td>Seller's representations of compliance with the Applicable Program in Paragraph 5.2 are:
□ made as of the Trade Date;
☒ made as of each Delivery Date during the Delivery Term and hence Regulatorily Continuing;
□ excluded and shall not apply to this Transaction.</td></tr>
</table>

Delivery Point:	☒ Buyer's GIS account (specify account information) □ Other _____
Alternate Title Transfer	☒ Title transfers from Seller to Buyer upon the completion of both Delivery and payment for the RECs □ Title transfers from Seller to Buyer upon the completion of Delivery of the RECs, regardless of payment
Additional Terms:	The following additional terms shall apply: _____

The Parties agree to the RECs Transaction set forth herein.

Party A: Renewable Power Strategies, LLC d/b/a RPS Advisors	**Party B: Public Utility District No. 1 of Benton County**
Signed: _____ Name: _____	Signed: _____ Name: Chad B. Bartram

BENTON P.U.D

- [x] *Business Agenda*
- [ ] *Second Reading*
- [ ] *Consent Agenda*
- [ ] *Info Only/Possible Action*
- [ ] *Info Only*

COMMISSION MEETING AGENDA ITEM

Subject:	Resolution No. 2514 Amending Retail Electric Rate Schedules	
Agenda Item No:	6d	
Meeting Date:	September 10, 2019	
Presented by:	Jon Meyer	*Staff Presenting Item*
Approved by (dept):	Jon Meyer JM	*Director/Manager*
Approved for Commission review:	Chad Bartram CBB	*General Manager/Asst GM*

Motion for Commission Consideration

Motion to adopt Resolution No. 2514 Amending Retail Electric Rate Schedules effective October 1, 2019.

Background

District staff reviewed a draft customer rate information presentation with the Commission on August 13, 2019 to review staff's preliminary recommendation pertaining to a 2.9% revenue increase effective October 1, 2019. A similar presentation was also shared at two customer meetings held on August 21, 2019. Customer feedback from these meetings was shared with the Commission on August 27, 2019 along with the draft resolution and draft rate schedule changes. Staff will review the final proposed rate resolution and rate schedules with the Commission for consideration of adoption.

The attached Resolution describes the factors and considerations leading to the recommendation.

Summary

District staff will review the final recommended electric rate schedule changes and request a motion to adopt this Resolution to amend the electric rate schedules effective October 1, 2019.

Fiscal Impact

None

RESOLUTION NO. 2514

September 10, 2019

A RESOLUTION OF THE COMMISSION OF PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, AMENDING RETAIL RATE SCHEDULES

WHEREAS, the District has established rate setting principles in Resolution 2458, Adopting Rate Strategy of the District, including the principle of "gradualism" in enacting changes to rates, customer classes, and rate components; AND

WHEREAS, the District has established financial policies in Resolution 2313, Modifying Financial Policies of the District, including Policy Number 6 stating "Maintain competitive retail rates sufficient to meet normal operating and capital requirements, consistent with financial goals of the District."; AND

WHEREAS, the District's 2019 budget assumed a 2.4% revenue increase effective May 1, 2019; AND

WHEREAS, subsequent to several financial updates provided to the Commission throughout 2019, staff presented a draft rate recommendation to the Commission at the August 13, 2019 meeting calling for a 2.9% revenue increase effective October 1, 2019; AND

WHEREAS, the Bonneville Power Administration (BPA) released its Record of Decision (ROD) regarding rates for FY 2020-2021 on July 25, 2019; AND

WHEREAS, while BPA kept the Base Power Rate increase to zero, the ROD includes a 3.6% increase to Transmission rates and establishes a Financial Reserve Surcharge that will trigger starting in FY 2020; AND

WHEREAS, the total effect of these new rates and surcharge will increase the District's BPA costs by about $800,000 annually starting in FY 2020; AND

WHEREAS, BPA's generation forecast for FY 2020 and beyond is lower than previously projected with significant reductions in generation in the summer as a result of recent trends with water runoff and implementation of a new spill regime; AND

WHEREAS, since the District is a Slice customer of BPA, the amount of power received under the BPA contract will decrease which increases the District's net power costs by an estimated $500,000 to $1,300,000 annually; AND

WHEREAS, the District is subject to the Energy Independence Act (EIA) that requires a portion of the District's load to be met with qualifying renewable power; AND

WHEREAS, the EIA requirement for renewable power increases to 15% (from 9%) of the District's load starting in 2020 increasing the District's costs by approximately $600,000 annually; AND

WHEREAS, the District has experienced two market volatility events in the last year increasing net power costs (August 2018 and February/March 2019), which the District used excess reserves to handle; AND

WHEREAS, the District's Financial Policies state that Minimum Operating Reserves shall be no less than 90 Days Cash on Hand and that the District shall establish financial plans to maintain Total Unrestricted Reserves to maintain a bond rating that is the median of public power electric utilities; AND

WHEREAS, the District's projected reserves are at the lower end of these planning targets; AND

WHEREAS, the District's previous Cost of Service Analysis (COSA) and Revenue Requirement showed the need for a 5.9% increase for the entire calendar year of 2018; however, consistent with the principle of gradualism and in an effort to mitigate and delay the increase, the Commission opted to defer the increase to 2019 and instead utilize financial reserves; AND

WHEREAS, the District's most recent Cost of Service Analysis (COSA) and Revenue Requirement shows the need for a 8.5% increase for the entire calendar year of 2019; however, consistent with the principle of gradualism and in an effort to mitigate and smooth out increases over time, the Commission opted to utilize financial reserves to hold the increase at 2.9%, which covers the BPA power increase, effective October 1, 2019; AND

WHEREAS, consistent with the principle of gradualism, staff has recommended the overall 2.9% rate action be applied to each customer class (except the Unmetered customer class described below) to minimize increases to individual classes in consecutive years and for the increase to be spread proportionately to each of the rate components; AND

WHEREAS, the Unmetered customer class is currently at 74% of the COSA revenue requirement; AND

WHEREAS, the District's Rate Strategy (Resolution 2458) states that COSA boundary targets should be established to gradually move each rate class's projected revenue within 90% and 110% of the rate class's revenue requirement over a ten-year period, therefore staff has recommended the rate action for the Unmetered customer class to be 5%; AND

WHEREAS, the District implemented Schedule 100 Green and Carbon Free Rate Options in 2018 providing options for Medium and Large General customers to meet green or carbon free goals; AND

WHEREAS, the District's fuel mix is now 97% carbon free and may exceed 100% starting in 2020 with the increase in the EIA requirement; AND

WHEREAS, no customers have chosen Schedule 100, therefore staff has recommended removing Schedule 100; AND

WHEREAS, in addition to the reasons laid out in this resolution for the need for a revenue increase, the District still faces a large amount of uncertainty in the future; AND

WHEREAS, the Cost Recovery Adjustment Clause (CRAC) provision contained within the District's BPA contract which allows for a temporary, one-year adjustment to the base BPA rates if BPA's Power Business Line's net revenues fall below a preset threshold; while BPA does not currently anticipate a CRAC, implementation of a CRAC would require an assessment by the District as to whether such costs would be funded through reserves or a pass-through to customer bills; AND

WHEREAS, the region is starting to assess future capacity concerns in light of significant planned retirements of coal generation; AND

WHEREAS, the Pacific Northwest Utilities Conference Committee's latest Northwest Regional Forecast shows the region currently has a capacity deficit in Winter and will have a deficit in the Summer starting in 2021; AND

WHEREAS, the Northwest Power and Conservation Council's Adequacy Assessment states that the loss of load probability will be 7 percent in 2022, above the Council's standard of 5 percent; AND

WHEREAS, this may result in future power market volatility, like that experienced in August 2018 and February/March 2019, creating additional pressure on retail rates; AND

WHEREAS, staff held two customer meetings on August 21, 2019 to hear customer comments on the proposed revenue increase; AND

WHEREAS, staff has considered customer input relative to its draft recommendation; AND

WHEREAS, staff reviewed with the Commission customer comments and a draft resolution on August 27, 2019 to take actions necessary to implement new rates for all customer rates classes effective October 1, 2019; AND

(Retail Electric Rate Schedules Attached)

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 1 of Benton County that the attached Retail Electric Rate Schedules be approved, reflecting a 2.9% overall revenue increase, effective October 1, 2019.

FURTHER BE IT RESOLVED that due to billing system limitations, certain rates and charges are not able to be prorated for billing periods that span October 1, 2019 and will be applied to billing periods that begin on or after October 1, 2019.

FURTHER BE IT RESOLVED that this Resolution supersedes Resolution No. 2420 effective October 1, 2017 and replaces all other Resolutions pertaining to the same rate schedules herein.

APPROVED AND ADOPTED by the Commission of Public Utility District No. 1 of Benton County at an open meeting, with notice of such meeting being given as required by law, this 10th day of September, 2019.

_____
Jeffrey D. Hall, President

ATTEST:

_____
Barry A. Bush, Secretary

SCHEDULE 11
RESIDENTIAL

AVAILABLE: In all territory served by the District.

APPLICABLE: To domestic use of electric energy by all residential urban and rural customers which may include community lawn irrigation systems and single family residential swimming pools.

CHARACTER OF SERVICE: Sixty hertz alternating current of such phase and voltage as the District may have available.

RATE:

Daily System Charge:

$0.63 per day

Monthly Energy Charge:

$0.0739 per kWh

MINIMUM MONTHLY BILL: Shall be the daily system charge before any applicable adjustments.

DELIVERY POINT: The above rates are based upon the supply of service to the entire premises through a single delivery and metering point. Separate supply for the same customer at other points of consumption shall be separately metered and billed.

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District.

SCHEDULE 12
RESIDENTIAL – SECONDARY METER

AVAILABLE: In all territory served by the District.

APPLICABLE: To domestic use of electric energy by all residential customers with a second electrical service (meter) at a service location that is a single-family residence. To qualify for this rate schedule, the second service must meet all of the following criteria: 1) be fed from the same transformer that serves the primary residence, AND 2) be served by a 50 kVa or less sized transformer, AND 3) not be a living space. The secondary electrical service may include services to a detached structure (e.g. barn, garage, shed, shop, etc.) located on the same parcel of land as the primary electrical service, a single family residential swimming pool, or household water pump. The secondary electrical service shall not be used to serve commercial businesses and buildings, secondary livings spaces, security lighting, or irrigation accounts. The District may waive the requirement for services to be located on the same parcel of land in the case of a shared service providing benefit to multiple property owners (e.g. community well).

Customers may apply for the secondary service rate and eligibility will be verified by District field personnel. Customers who are on this schedule and convert the second service to a different usage (i.e. a shop is converted to a commercial business or a separate residence) are required to notify the District prior to any change of use. In the event of a change in use that no longer qualifies for this rate schedule, the account will be changed to the applicable rate schedule (residential, commercial, etc.). If the District is not notified of the change, and it is determined the change disqualifies the secondary service from this rate schedule, the District reserves the right to adjust prior bills from the date an increase of load appears on the monthly readings or as otherwise reasonably determined by the District.

CHARACTER OF SERVICE: Sixty (60) hertz alternating current of such phase and voltage as the District may have available.

RATE:

Daily System Charge:

$0.32 per day

Monthly Energy Charge:

$ 0.0739 per kWh

MINIMUM MONTHLY BILL: Shall be the daily system charge before any applicable adjustments.

DELIVERY POINT: The above rates are based upon the supply of service to the entire premises through a single delivery and multiple metering points.

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District.

SCHEDULE 21
SMALL GENERAL SERVICE

AVAILABLE: In all territory served by the District.

APPLICABLE: To commercial, industrial, public buildings, and other services not eligible under other rate schedules where measured demand is less than 50 kW at all times.

CHARACTER OF SERVICE: Sixty hertz alternating current of such phase and voltage as the District may have available.

RATE:

Daily System Charge:

Single-phase..... $0.55 per day
Multi-phase..... $0.82 per day

Monthly Energy Charge:

$0.0663 per kWh

MINIMUM MONTHLY BILL: Shall be the daily system charge before any applicable adjustments.

DELIVERY POINT: The above rates are based upon the supply of service to the entire premises through a single delivery and metering point. Separate supply for the same customer at other points of consumption shall be separately metered and billed.

SCHEDULE 22
MEDIUM GENERAL SERVICE

AVAILABLE: In all territory served by the District.

APPLICABLE: To commercial, industrial, public buildings, and other services not eligible under other rate schedules where measured demand is greater than 50 kW anytime and less than 300 kW at least ten (10) times during any calendar year.

CHARACTER OF SERVICE: Sixty hertz alternating current of such phase and voltage as the District may have available.

RATE:

Daily System Charge:

$1.65 per day

Monthly Energy Charge effective through December 31, 2019:

April 1 through August 31, inclusive:
$0.0524 per kWh

September 1 through March 31, inclusive:
$0.0614 per kWh

Monthly Energy Charge effective January 1, 2020:

$ 0.0577 per kWh

Monthly Demand Charge:

First 50 kW of demand per month: no demand charge.
Excess above 50 kW of demand per month: $9.82 per kilowatt billing demand per billing period.

BILLING DEMAND: The billing demand under this rate schedule shall be the highest of the following:

1. The measured demand for the month adjusted for power factor less 50 kW.

2. Or as specified in a separate contract.

MINIMUM MONTHLY BILL: Shall be the daily system charge before any applicable adjustments.

DELIVERY POINT: The above rates are based upon the supply of service to the entire premises through a single delivery and metering point. Separate supply for the same customer at other points of consumption shall be separately metered and billed.

DETERMINATION OF DEMAND: Demand measurement shall be made by suitable instruments at the point of delivery. Demand for any month shall be defined as the average kilowatt delivery during the thirty-minute period in which the consumption of energy is the greatest during the month for which determination is made.

POWER FACTOR ADJUSTMENTS:

If the average power factor at which power is delivered to the customer during the billing period is 95% or more, no adjustment will be made in the registered kilowatt demand.

If the average power factor is less than 95%, then the registered kilowatt demand (KW) shall be adjusted. This adjustment will consist of:

1. Calculate the average power factor using the formula below
2. Subtract the average power factor from 95%
3. Multiply the average power factor difference by the registered KW, rounded up to nearest whole number
4. Multiply the product by the Monthly Demand Charge rate to determine the Power Factor Adjustment.

The average power factor will be determined by measurement of kilowatt-hours and reactive kilovolt-ampere-hours during the Billing Period using the following formula:

$$pf = \frac{kWh}{\sqrt{(kWh)^2+(kvarh)^2}}$$

Where pf = Average Power Factor
Where kWh = Kilowatt-Hours
Where kvarh = Reactive-Kilovolt-Ampere Hours

The meter measuring reactive volt-ampere-hours shall be ratcheted to prevent reverse rotation when the power factor of the load is leading.

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District.

SCHEDULE 23
LARGE GENERAL SERVICE NON TIME-OF-USE

AVAILABLE: In all territory served by the District.

APPLICABLE: To commercial, industrial, public buildings, and other services not eligible under other rate schedules, where measured demand equals or exceeds 300 kW at least 3 months in a calendar year, but never exceeds 3500 kW.

CHARACTER OF SERVICE: Sixty hertz alternating current of such phase and voltage as the District may have available.

RATE:

Daily System Charge:

Multi-phase.....$2.01per day

Monthly Energy Charge effective through December 31, 2019:

Non Time of Use:

April 1 through August 31, inclusive:
$0.0423 per kWh

September 1 through March 31, inclusive:
$0.0506 per kWh

Monthly Energy Charge effective January 1, 2020:

$0.0471 per kWh

Monthly Demand Charge:
First 50 kW of demand per month: no demand charge.
Excess above 50 kW of demand per month: $8.15 per kilowatt billing demand per billing period.

BILLING DEMAND: The billing demand under this rate schedule shall be the highest of the following:

1. The measured demand for the month adjusted for power factor less 50 kW.

2. Or as specified in a separate contract.

MINIMUM MONTHLY BILL: Shall be the daily system charge before any applicable adjustments.

DELIVERY POINT: The above rates are based upon the supply of service to the entire premises through a single delivery and metering point. Separate supply for the same customer at other points of consumption shall be separately metered and billed.

DETERMINATION OF DEMAND: Demand measurement shall be made by suitable instruments at the point of delivery. Demand for any month shall be defined as the average kilowatt delivery during the thirty-minute period in which the consumption of energy is the greatest during the month for which determination is made.

POWER FACTOR ADJUSTMENTS:

If the average power factor at which power is delivered to the customer during the billing period is 95% or more, no adjustment will be made in the registered kilowatt demand.

If the average power factor is less than 95%, then the registered kilowatt demand (KW) shall be adjusted. This adjustment will consist of:

1. Calculate the average power factor using the formula below
2. Subtract the average power factor from 95%
3. Multiply the average power factor difference by the registered KW, rounded up to nearest whole number
4. Multiply the product by the Monthly Demand Charge rate to determine the Power Factor Adjustment.

The average power factor will be determined by measurement of kilowatt-hours and reactive kilovolt-ampere-hours during the Billing Period using the following formula:

$$pf = \frac{kWh}{\sqrt{(kWh)^2+(kvarh)^2}}$$

Where pf = Average Power Factor
Where kWh = Kilowatt-Hours
Where kvarh = Reactive-Kilovolt-Ampere Hours

The meter measuring reactive volt-ampere-hours shall be ratcheted to prevent reverse rotation when the power factor of the load is leading.

SCHEDULE DURATION: Customers meeting the Large General Service criteria and taking service under this schedule must be served under this rate schedule for a minimum of 12 consecutive months before choosing to take service under an alternative Large General Service rate schedule.

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District or as specified in a special power sales contract. Primary Facility charges will apply. Additionally the District may require a contribution from the customer if an electric system improvement such as a new substation is needed as a result of new or additional load.

SCHEDULE 24
LARGE GENERAL SERVICE – TIME-OF-USE

AVAILABLE: In all territory served by the District.

APPLICABLE: To commercial, industrial, public buildings, and other services not eligible under other rate schedules, where measured demand equals or exceeds 300 kW at least 3 months in a calendar year, but never exceeds 3500 kW. Time-of-use metering may be provided by the District upon receipt of a customer's written request and may be at customer expense. The District may also install time-of-use metering at its discretion and expense.

CHARACTER OF SERVICE: Sixty hertz alternating current of such phase and voltage as the District may have available.

RATE:

Daily System Charge:

Multi-phase..... .....$2.01 per day

Monthly Energy Charge effective through December 31, 2019:

Time of Use:

April 1 through August 31, inclusive:
kWh: used Monday through Saturday,
6:00 a.m. to 10:00 p.m.....$0.0425 per kWh
used all other hours.....$0.0392 per kWh

September 1 through March 31, inclusive:
kWh: used Monday through Saturday,
6:00 a.m. to 10:00 p.m.....$0.0521 per kWh
used all other hours.....$0.0445 per kWh

Monthly Energy Charge effective January 1, 2020:

Time of Use:

kWh: used Monday through Saturday,
6:00 a.m. to 10:00 p.m.....$0.0479 per kWh
used all other hours.....$0.0423 per kWh

Monthly Demand Charge:
First 50 kW of demand per month: no demand charge.
Excess above 50 kW of demand per month: $8.15 per kilowatt billing demand per billing period.

BILLING DEMAND: The billing demand under this rate schedule shall be the highest of the following:

1. The measured demand for the month adjusted for power factor less 50 kW.

2. Or as specified in a separate contract.

MINIMUM MONTHLY BILL: Shall be the daily system charge before any applicable adjustments.

DELIVERY POINT: The above rates are based upon the supply of service to the entire premises through a single delivery and metering point. Separate supply for the same customer at other points of consumption shall be separately metered and billed.

DETERMINATION OF DEMAND: Demand measurement shall be made by suitable instruments at the point of delivery. Demand for any month shall be defined as the average kilowatt delivery during the thirty-minute period in which the consumption of energy is the greatest during the month for which determination is made.

POWER FACTOR ADJUSTMENTS:

If the average power factor at which power is delivered to the customer during the billing period is 95% or more, no adjustment will be made in the registered kilowatt demand.

If the average power factor is less than 95%, then the registered kilowatt demand (KW) shall be adjusted. This adjustment will consist of:

1. Calculate the average power factor using the formula below
2. Subtract the average power factor from 95%
3. Multiply the average power factor difference by the registered KW, rounded up to nearest whole number
4. Multiply the product by the Monthly Demand Charge rate to determine the Power Factor Adjustment.

The average power factor will be determined by measurement of kilowatt-hours and reactive kilovolt-ampere-hours during the Billing Period using the following formula:

$$pf = \frac{kWh}{\sqrt{(kWh)^2+(kvarh)^2}}$$

Where pf = Average Power Factor
Where kWh = Kilowatt-Hours
Where kvarh = Reactive-Kilovolt-Ampere Hours

The meter measuring reactive volt-ampere-hours shall be ratcheted to prevent reverse rotation when the power factor of the load is leading.

SCHEDULE DURATION: Customers meeting the Large General Service criteria and taking service under this schedule must be served under this rate schedule for a minimum of 12 consecutive months before choosing to take service under an alternative Large General Service rate schedule.

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District or as specified in a special power sales contract. Primary Facility charges will apply. Additionally the District may require a contribution from the customer if an electric system improvement such as a new substation is needed as a result of new or additional load.

SCHEDULE 34
LARGE INDUSTRIAL

AVAILABLE: In all territory served by the District.

APPLICABLE: To existing or new large industrial loads greater than 3,500 kW demand and no more than 10,000 kW demand. In order to qualify for this rate schedule a customer must submit prior to initiation of service a District approved electrical capacity and energy consumption plan which shows the customer will be eligible for this rate within the first three months of service. If such a plan is submitted showing that a customer will meet eligibility for this rate, then regardless of actual consumption, the customer will be billed using this rate schedule. After the first three months, the customer will be billed each month using the current billed month demand as the criteria to determine the appropriate rate schedule. A customer that has established eligibility for this rate class for a previous twelve month time period may remain on this rate schedule up to six months without needing to meet the criteria solely at the District's discretion. This rate schedule may apply to Electricity Intensive Loads (EILs – See Customer Service Policies) but is subject to limitations based on the District's assessment of available distribution system capacity.

CHARACTER OF SERVICE: Sixty hertz alternating current of such phase and voltage as the District may have available.

RATE:

Daily System Charge:

$7.75 per day

Monthly Energy Charge:

$0.0395 per kWh

Monthly Demand Charge:

$8.77 per kilowatt billing demand per billing period

MINIMUM MONTHLY BILL: Shall be the daily system charge before any applicable adjustments.

BILLING DEMAND: The billing demand shall be the measured demand for the month and will adjusted for power factor if the average power factor is less than 95%.

DELIVERY POINT: For purposes of meeting the criteria for this rate schedule, the aggregated load of a customer's entire industrial campus or property will be used to determine eligibility. All separately metered services located in the industrial property will be billed separately using this rate schedule. Customer loads at multiple campuses or properties may not be aggregated for purposes of qualifying for this rate schedule.

DETERMINATION OF DEMAND: Demand measurement shall be made by suitable instruments at the point of delivery. Demand for any month shall be defined as the average kilowatt delivery during the one-hour period in which the consumption of energy is the greatest during the month for which determination is made.

POWER FACTOR ADJUSTMENT:

If the average power factor at which power is delivered to the customer during the billing period is 95% or more, no adjustment will be made in the registered kilowatt demand.

If the average power factor is less than 95%, then the registered kilowatt demand (KW) shall be adjusted. This adjustment will consist of:

1. Calculate the average power factor using the formula below
2. Subtract the average power factor from 95%
3. Multiply the average power factor difference by the registered KW, rounded up to nearest whole number
4. Multiply the product by the Monthly Demand Charge rate to determine the Power Factor Adjustment.

The average power factor will be determined by measurement of kilowatt-hours and reactive kilovolt-ampere-hours during the Billing Period using the following formula:

$$pf = \frac{kWh}{\sqrt{(kWh)^2+(kvarh)^2}}$$

Where pf = Average Power Factor
Where kWh = Kilowatt-Hours
Where kvarh = Reactive-Kilovolt-Ampere Hours

The meter measuring reactive volt-ampere-hours shall be ratcheted to prevent reverse rotation when the power factor of the load is leading.

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District or as specified in a special power sales contract. The District may require a contribution from the Customer for the Customer's requested special facilities investment.

SCHEDULE 51
STREET LIGHTING

AVAILABLE: In all territory served by the District.

APPLICABLE: To governmental agencies and municipal corporations upon receipt of an authorized application for the supply of lighting facilities or energy and maintenance of lighting systems for public streets, alleys, thoroughfares, grounds and parks.

TYPES OF LIGHTING: Lighting systems installed and owned by the District shall consist of mast arms and luminaries mounted on poles. Customer-owned systems will be supplied at voltages specified by the District.

MONTHLY RATES:

	District-Owned Facilities		Customer-Owned Facilities	
Type and Size of Lamp	Metered	Unmetered	Metered (See Small General Service Rates)	Unmetered
50w. Ind.				$2.07
135w. Ind.				$3.46
200w. Ind.				$4.58
42w. LED	$2.20	$4.10		$1.91
53w. LED	$2.20	$4.60		$2.40
54w. LED				$2.44
101w. LED	$2.20	$5.65		$3.45
110w. LED				$3.48
139w. LED	$2.20	$5.73		$3.52
180w. LED				$4.55
220w. LED				$5.22
260w. LED				$5.88
100w.H.P.S.	$6.09	$7.72		$4.32
150w.H.P.S.		$8.59		$5.15
200w.H.P.S.	$6.11	$9.67		$6.24
250w.H.P.S.	$6.13	$10.63		$7.22
400w.H.P.S.	$6.14	$12.98		$9.56
*175w.Mer.Vap.	$5.78	$8.73		$5.33
*250w.Mer.Vap.	$5.99	$10.51		$7.11

* *No longer available after March 1, 1982.*

The rate for District-owned systems includes routine maintenance and replacement of light emitting diode (LED), high pressure sodium (HPS), and Mercury Vapor lamps, photocells and luminaries. The monthly rate for Induction (IND) type lighting does not include routine maintenance and replacement. Routine maintenance and replacement of Induction lighting is the customers' responsibility. The rate does not cover unusual damage or failure of the system requiring major component replacements. Maintenance of the system will be performed during normal District working hours. It is the customer's responsibility to provide ingress/egress easements for the District to perform any necessary repairs. Customer will provide trench and backfill for installation or replacement of underground conditions. The cost of additional District-owned poles (wood or metal) including installation is to be collected by the District at the time of construction.

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District.

SCHEDULE 61
SECURITY LIGHTING

AVAILABLE: In all territory served by the District.

APPLICABLE: To any electric customer where the District has existing facilities or public accessible locations.

TYPE OF LIGHTING: The District will furnish and install lighting fixtures, overhead, electrical equipment, lamps and electric energy, and will maintain and relamp the units.

MONTHLY RATES: Where a suitable pole for mounting the luminaries exists, the District will furnish and maintain the above described service at the following monthly rate:

	Customer-Owned Facilities			District-Owned Facilities	
Type & Size of lamp	Metered	Unmetered	Energy Only	Metered	Unmetered
46w. LED		$4.09	$1.10		$7.34
58w. LED		$4.18	$1.38		$7.52
*100w.H.P.S.		$6.13	$2.38	$8.62	$11.01
*150w.H.P.S.		$7.66	$3.69	$9.05	$12.15
*175w.Mer.Vap.		$7.94	$4.40	$8.65	$12.38
*250w.Mer.Vap.		$10.57	$6.71	$8.94	$14.77
*400w.Mer.Vap.		$14.14	$10.19	$9.01	$18.31
*1000w.Mer.Vap.		$28.85	$24.28	$8.97	$33.23

If the luminare location is such that a pole is required and is in public accessible areas, the District will install and maintain a pole at the monthly rates listed below added to the rate for the luminare:

Standard Wood Pole, 30-35 feet $3.28
Standard Wood Pole with an
Underground Feed, 30-35 feet $4.99
**Direct Burial Steel with an
Underground Feed, 30 feet $5.87

The above charge will be applicable where the installation is made on a non-District joint use pole. The customer shall provide trench and backfill work on all underground installations.

SPECIAL CONDITIONS: The property owner shall agree to accept and pay for the service set forth in this rate schedule for a minimum period of three years.

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District. If a customer would like to request a change to their light type, please contact Benton PUD at 509-582-2175 for a cost estimate.

* No longer available for future installation.
** Not available as a standard installation after April 1, 1975.

SCHEDULE 71
SMALL AGRICULTURAL IRRIGATION

AVAILABLE: In all territory served by the District.

APPLICABLE: To electric services primarily used in irrigation pumping for agricultural food production on a commercial consumption basis or for services used in livestock food production with 300 horsepower or less. Energy delivered under this schedule may also be used for lighting essential to the pumping operation.

CHARACTER OF SERVICE: Sixty hertz alternating current, single-phase and three-phase, at available secondary voltage. At the discretion of the District single-phase service may be furnished provided individual motor capacity is not in excess of 7.5 horsepower.

RATE:

Daily System Charge:
$0.19 per day

Monthly Energy Charge:
$0.0535 per kWh

Monthly Demand Charge:
$3.43 per kW billing demand per billing period

MINIMUM MONTHLY BILL: Shall be the daily system charge before any applicable adjustments.

BILLING DEMAND: The billing demand shall be the measured demand for the month.

DELIVERY POINT: The above rates are based upon the supply of service through a single delivery and metering point.

DETERMINATION OF DEMAND: Demand measurement shall be made by suitable instruments at the point of delivery. Demand for any month shall be defined as the average kilowatt delivery during the thirty-minute period in which the consumption of energy is the greatest during the month for which determination is made.

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District.

SCHEDULE 72
LARGE AGRICULTURAL IRRIGATION

AVAILABLE: In all territory served by the District.

APPLICABLE: To agricultural irrigation power in excess of 300 horsepower served by one meter or as covered by special power sales contract and not subject to the District's Miles of Line Charge served by the District's distribution system.

CHARACTER OF SERVICE: Sixty hertz alternating current, three-phase, sixty-hertz, at available secondary voltage.

RATE:

Daily System Charge:

$1.23 per day

Monthly Energy Charge:

$0.0454 per kWh

Monthly Demand Charge:

$3.67 per kilowatt billing demand per billing period

MINIMUM MONTHLY BILL: Shall be the daily system charge before any applicable adjustments.

BILLING DEMAND: The billing demand shall be the measured demand for the month, adjusted for power factor if the average power factor is less than 95%.

DELIVERY POINT: The above rates are based upon the supply of service through a single delivery and metering point or as specified in a special power sales contract.

DETERMINATION OF DEMAND: Demand measurement shall be made by suitable instruments at the point of delivery. Demand for any month shall be defined as the average kilowatt delivery during the thirty-minute period in which the consumption of energy is the greatest during the month for which determination is made.

POWER FACTOR ADJUSTMENT:

If the average power factor at which power is delivered to the customer during the billing period is 95% or more, no adjustment will be made in the registered kilowatt demand.

If the average power factor is less than 95%, then the registered kilowatt demand (KW) shall be adjusted. This adjustment will consist of:

1. Calculate the average power factor using the formula below
2. Subtract the average power factor from 95%
3. Multiply the average power factor difference by the registered KW, rounded up to nearest whole number

4. Multiply the product by the Monthly Demand Charge rate to determine the Power Factor Adjustment.

The average power factor will be determined by measurement of kilowatt-hours and reactive kilovolt-ampere-hours during the billing period using the following formula:

$$pf = \frac{kWh}{\sqrt{(kWh)^2+(kvarh)^2}}$$

Where pf = Average Power Factor
Where kWh = Kilowatt-Hours
Where kvarh = Reactive-Kilovolt-Ampere Hours

The meter measuring reactive volt-ampere-hours shall be ratcheted to prevent reverse rotation when the power factor of the load is leading.

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District or as specified in a special power sales contract.

INCREMENTAL LOAD: Additional irrigation load for a customer served under this schedule is to be billed under this same schedule.

SCHEDULE 73

LARGE AGRICULTURAL IRRIGATION PUMPING STATION WITH MILES OF LINE CHARGE

AVAILABLE: In all territory served by the District.

APPLICABLE: To agricultural irrigation power in excess of 300 horsepower served by one meter, served by a District substation at 2.4kV or higher voltage, or as covered by special power sales contract and subject to the District's Miles of Line Charge.

CHARACTER OF SERVICE: Sixty hertz alternating current, three-phase, at available secondary voltage.

RATE:

Monthly Miles of Line Charge:

$252.77 per mile of distribution feeder line

Monthly Energy Charge:

$0.0426 per kWh

Monthly Demand Charge:

$4.33 per kilowatt billing demand per billing period

MINIMUM ANNUAL BILL: Shall be the Monthly Miles of Line Charge before any applicable adjustments.

MILES OF LINE CHARGE: Monthly miles of line charge will be based on each customer's miles of distribution line that serve irrigation load. The District's geographical information system (GIS) will be utilized to determine the miles of line for each customer and will be updated on an annual basis in accordance with the District's internal directive.

BILLING DEMAND: The billing demand shall be the measured demand for the month, adjusted for power factor if the average power factor falls below 95%.

DELIVERY POINT: The above rates are based upon the supply of service through a single delivery and metering point or as specified in a special power sales contract.

DETERMINATION OF DEMAND: Demand measurement shall be made by suitable instruments at the point of delivery. Demand for any month shall be defined as the average kilowatt delivery during the thirty-minute period in which the consumption of energy is the greatest during the month for which determination is made.

POWER FACTOR ADJUSTMENTS:

If the average power factor at which power is delivered to the customer during the billing period is 95% or more, no adjustment will be made in the registered kilowatt demand.

If the average power factor is less than 95%, then the registered kilowatt demand (KW) shall be adjusted. This adjustment will consist of:

1. Calculate the average power factor using the formula below

2. Subtract the average power factor from 95%
3. Multiply the average power factor difference by the registered KW, rounded up to nearest whole number
4. Multiply the product by the Monthly Demand Charge rate to determine the Power Factor Adjustment.

The average power factor will be determined by measurement of kilowatt-hours and reactive kilovolt-ampere-hours during the billing period using the following formula:

$$pf = \frac{kWh}{\sqrt{(kWh)^2+(kvarh)^2}}$$

Where pf = Average Power Factor
Where kWh = Kilowatt-Hours
Where kvarh = Reactive-Kilovolt-Ampere Hours

The meter measuring reactive volt-ampere-hours shall be ratcheted to prevent reverse rotation when the power factor of the load is leading.

ANNUAL FACILITIES CHARGE UNWIND: In addition to all other charges above, there may be an Annual Facilities Charge unwind charge or credit applied to the bill on a monthly basis until each customer has paid or received their full unwind charge or credit.

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District or as specified in a special power sales contract.

INCREMENTAL LOAD: Additional irrigation load for a customer served under this schedule is to be billed under this same schedule.

SCHEDULE 74
AGRICULTURAL IRRIGATION SPRINKLER WHEELTURNING

AVAILABLE: In all territory served by the District.

APPLICABLE: To agricultural irrigation power for wheelturning for customers that are not subject to the Miles of Line Charge.

CHARACTER OF SERVICE: Sixty hertz alternating current, three-phase, at available secondary voltage.

RATE:

Monthly Energy Charge:

$0.0502 per kWh

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District or as specified in a special power sales contract.

SCHEDULE 75
AGRICULTURAL IRRIGATION SPRINKLER WHEELTURNING WITH MILES OF LINE

AVAILABLE: In all territory served by the District.

APPLICABLE: To agricultural irrigation power for wheelturning for customers that are subject to the Miles of Line Charge.

CHARACTER OF SERVICE: Sixty hertz alternating current, three-phase, at available secondary voltage.

RATE:

Monthly Energy Charge:

$0.0438 per kWh

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District or as specified in a special power sales contract.

SCHEDULE 76
LARGE AGRICULTURAL IRRIGATION PUMPING STATION

AVAILABLE: In all territory served by the District.

APPLICABLE: To agricultural irrigation power in excess of 300 horsepower served by one meter, served by a District substation at 2.4kV or higher voltage, or as covered by special power sales contract.

CHARACTER OF SERVICE: Sixty hertz alternating current, three-phase, at available secondary voltage.

RATE:

Daily System Charge:

$1.23 per day

Monthly Energy Charge:

$0.0426 per kWh

Monthly Demand Charge:

$3.74 per kilowatt billing demand per billing period

MINIMUM ANNUAL BILL: Shall be the Daily System Charge before any applicable adjustments.

BILLING DEMAND: The billing demand shall be the measured demand for the month, adjusted for power factor if the average power factor falls below 95%.

DELIVERY POINT: The above rates are based upon the supply of service through a single delivery and metering point or as specified in a special power sales contract.

DETERMINATION OF DEMAND: Demand measurement shall be made by suitable instruments at the point of delivery. Demand for any month shall be defined as the average kilowatt delivery during the thirty-minute period in which the consumption of energy is the greatest during the month for which determination is made.

POWER FACTOR ADJUSTMENTS:

If the average power factor at which power is delivered to the customer during the billing period is 95% or more, no adjustment will be made in the registered kilowatt demand.

If the average power factor is less than 95%, then the registered kilowatt demand (KW) shall be adjusted. This adjustment will consist of:

1. Calculate the average power factor using the formula below
2. Subtract the average power factor from 95%
3. Multiply the average power factor difference by the registered KW, rounded up to nearest whole number

4. Multiply the product by the Monthly Demand Charge rate to determine the Power Factor Adjustment.

The average power factor will be determined by measurement of kilowatt-hours and reactive kilovolt-ampere-hours during the billing period using the following formula:

$$pf = \frac{kWh}{\sqrt{(kWh)^2+(kvarh)^2}}$$

Where pf = Average Power Factor
Where kWh = Kilowatt-Hours
Where kvarh = Reactive-Kilovolt-Ampere Hours

The meter measuring reactive volt-ampere-hours shall be ratcheted to prevent reverse rotation when the power factor of the load is leading.

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District or as specified in a special power sales contract.

INCREMENTAL LOAD: Additional irrigation load for a customer served under this schedule is to be billed under this same schedule.

SCHEDULE 80
NEW LARGE SINGLE LOAD

AVAILABLE: In all territory served by the District.

APPLICABLE: To new large industrial loads greater than 10,000 kW demand, served under a power sales contract with the District.

CHARACTER OF SERVICE: Sixty hertz alternating current of such phase and voltage as the District may have available.

RATE: New large load customers will be served at rates determined under a contract negotiated with the District.

SCHEDULE 85
FLATS - UNMETERED ELECTRIC SERVICE

AVAILABLE: In all territory served by the District.

APPLICABLE: To electric services with fixed and known monthly kWh usages designated by the District. Examples of this include, but are not limited to, flashing crosswalk lights, amplifiers for cable TV, etc.

CHARACTER OF SERVICE: Sixty hertz alternating current, single-phase, at available secondary voltage.

RATE:

Monthly Energy Charge:

$0.0710 per kWh

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District or as specified in a special power sales contract.

SCHEDULE 90
INTERCONNECTION, TRANSFER OF POWER AGREEMENTS, AND CONSTRUCTION OPERATION AND MAINTENANCE AGREEMENTS

AVAILABLE: In all territory served by the District.

APPLICABLE: To interconnection agreement customers generating not more than 300kW measured demand at all times. To transfer of power agreements, and construction operation and maintenance agreements. A connection fee may apply per the District's Standards for Interconnection with Electric Generators with a capacity of not more than 300 kilowatts.

CHARACTER OF SERVICE: Sixty hertz alternating current of such phase and voltage as the District may have available.

RATE:

Monthly Energy Charge:

$0.0483

DELIVERY POINT: The above rates are based upon the supply of service to the entire premises through a single delivery and metering point. Separate supply for the same customer at other points of consumption shall be separately metered and billed.

SCHEDULE 95
PILOT ELECTRIC VEHICLE PUBLIC CHARGING STATION SERVICE

AVAILABLE: In all territories served by the District.

APPLICABLE: To public electric vehicle charging stations related to federal, state or industry EV grant programs.

CHARACTER OF SERVICE: 60 hertz alternating current of such phase and voltage as the District may have available.

RATE:

Daily System Charge
Single-phase: $0.00 per day
Multi-phase: $0.00 per day

Monthly Energy Charge
$0.0663 per kWh

MINIMUM MONTHLY BILL: Shall be based on kWh sold.

DELIVERY POINT: The above rates are based upon the supply of service to the entire premises through a single delivery point and metering point. Separate supply for the same customer at other points of consumption shall be separately metered and billed.

GLOSSARY

DAILY SYSTEM CHARGE: Rate component designed to recover certain fixed costs involved in providing electricity to a home or business, including such things as maintaining substations, poles and lines, meters, issuing bills, and maintaining records. There is a minimum level of infrastructure required to serve a customer.

MONTHLY ENERGY CHARGE: Rate component designed to recover variable power supply costs. Monthly energy charge currently includes a portion of fixed costs.

MONTHLY DEMAND CHARGE: Rate component designed to recover fixed costs associated with sizing the system to handle the maximum amount of energy consumed at a moment in time.

SCHEDULE 11
RESIDENTIAL

AVAILABLE: In all territory served by the District.

APPLICABLE: To domestic use of electric energy by all residential urban and rural customers which may include community lawn irrigation systems and single family residential swimming pools.

CHARACTER OF SERVICE: Sixty hertz alternating current of such phase and voltage as the District may have available.

RATE:

Daily System Charge:

$0.63~~$0.62~~ per day

Monthly Energy Charge:

$0.0739~~$ 0.0718~~ per kWh

MINIMUM MONTHLY BILL: Shall be the daily system charge before any applicable adjustments.

DELIVERY POINT: The above rates are based upon the supply of service to the entire premises through a single delivery and metering point. Separate supply for the same customer at other points of consumption shall be separately metered and billed.

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District.

SCHEDULE 12
RESIDENTIAL – SECONDARY METER

AVAILABLE: In all territory served by the District.

APPLICABLE: To domestic use of electric energy by all residential customers with a second electrical service (meter) at a service location that is a single-family residence. To qualify for this rate schedule, the second service must meet all of the following criteria: 1) be fed from the same transformer that serves the primary residence, AND 2) be served by a 50 kVa or less sized transformer, AND 3) not be a living space. The secondary electrical service may include services to a detached structure (e.g. barn, garage, shed, shop, etc.) located on the same parcel of land as the primary electrical service, a single family residential swimming pool, or household water pump. The secondary electrical service shall not be used to serve commercial businesses and buildings, secondary livings spaces, security lighting, or irrigation accounts. The District may waive the requirement for services to be located on the same parcel of land in the case of a shared service providing benefit to multiple property owners (e.g. community well).

Customers may apply for the secondary service rate and eligibility will be verified by District field personnel. Customers who are on this schedule and convert the second service to a different usage (i.e. a shop is converted to a commercial business or a separate residence) are required to notify the District prior to any change of use. In the event of a change in use that no longer qualifies for this rate schedule, the account will be changed to the applicable rate schedule (residential, commercial, etc.). If the District is not notified of the change, and it is determined the change disqualifies the secondary service from this rate schedule, the District reserves the right to adjust prior bills from the date an increase of load appears on the monthly readings or as otherwise reasonably determined by the District.

CHARACTER OF SERVICE: Sixty (60) hertz alternating current of such phase and voltage as the District may have available.

RATE:

Daily System Charge:

$~~0.31~~0.32 per day

Monthly Energy Charge:

$ ~~0.0718~~0.0739 per kWh

MINIMUM MONTHLY BILL: Shall be the daily system charge before any applicable adjustments.

DELIVERY POINT: The above rates are based upon the supply of service to the entire premises through a single delivery and multiple metering points.

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District.

SCHEDULE 21
SMALL GENERAL SERVICE

AVAILABLE: In all territory served by the District.

APPLICABLE: To commercial, industrial, public buildings, and other services not eligible under other rate schedules where measured demand is less than 50 kW at all times.

CHARACTER OF SERVICE: Sixty hertz alternating current of such phase and voltage as the District may have available.

RATE:

Daily System Charge:

Single-phase..... $0.55~~$0.54~~ per day
Multi-phase..... $0.82~~$0.80~~ per day

Monthly Energy Charge:

$0.0663~~$0.0644~~ per kWh

MINIMUM MONTHLY BILL: Shall be the daily system charge before any applicable adjustments.

DELIVERY POINT: The above rates are based upon the supply of service to the entire premises through a single delivery and metering point. Separate supply for the same customer at other points of consumption shall be separately metered and billed.

SCHEDULE 22
MEDIUM GENERAL SERVICE

AVAILABLE: In all territory served by the District.

APPLICABLE: To commercial, industrial, public buildings, and other services not eligible under other rate schedules where measured demand is greater than 50 kW anytime and less than 300 kW at least ten (10) times during any calendar year.

CHARACTER OF SERVICE: Sixty hertz alternating current of such phase and voltage as the District may have available.

RATE:

Daily System Charge:

~~Single-phase..... $1.08 per day~~
~~Multi-phase..... $1.65 $1.61~~ per day

Monthly Energy Charge effective through December 31, 2019:

April 1 through August 31, inclusive:
$0.0524~~$ 0.0509~~ per kWh

September 1 through March 31, inclusive:
$0.0614~~$ 0.0597~~ per kWh

Monthly Energy Charge effective January 1, 2020:

$ 0.0577 per kWh

Monthly Demand Charge:

First 50 kW of demand per month: no demand charge.
Excess above 50 kW of demand per month: $9.82~~$9.55~~ per kilowatt billing demand per billing period.

BILLING DEMAND: The billing demand under this rate schedule shall be the highest of the following:

1. The measured demand for the month adjusted for power factor less 50 kW.

2. Or as specified in a separate contract.

MINIMUM MONTHLY BILL: Shall be the daily system charge before any applicable adjustments.

DELIVERY POINT: The above rates are based upon the supply of service to the entire premises through a

single delivery and metering point. Separate supply for the same customer at other points of consumption shall be separately metered and billed.

DETERMINATION OF DEMAND: Demand measurement shall be made by suitable instruments at the point of delivery. Demand for any month shall be defined as the average kilowatt delivery during the thirty-minute period in which the consumption of energy is the greatest during the month for which determination is made.

POWER FACTOR ADJUSTMENTS:

If the average power factor at which power is delivered to the customer during the billing period is 95% or more, no adjustment will be made in the registered kilowatt demand.

If the average power factor is less than 95%, then the registered kilowatt demand (KW) shall be adjusted. This adjustment will consist of:

1. Calculate the average power factor using the formula below
2. Subtract the average power factor from 95%
3. Multiply the average power factor difference by the registered KW, rounded up to nearest whole number
4. Multiply the product by the Monthly Demand Charge rate to determine the Power Factor Adjustment.

The average power factor will be determined by measurement of kilowatt-hours and reactive kilovolt-ampere-hours during the Billing Period using the following formula:

$$pf = \frac{kWh}{\sqrt{(kWh)^2+(kvarh)^2}}$$

Where pf = Average Power Factor
Where kWh = Kilowatt-Hours
Where kvarh = Reactive-Kilovolt-Ampere Hours

The meter measuring reactive volt-ampere-hours shall be ratcheted to prevent reverse rotation when the power factor of the load is leading.

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District.

SCHEDULE 23
LARGE GENERAL SERVICE NON TIME-OF-USE

AVAILABLE: In all territory served by the District.

APPLICABLE: To commercial, industrial, public buildings, and other services not eligible under other rate schedules, where measured demand equals or exceeds 300 kW at least 3 months in a calendar year, but never exceeds 3500 kW.

CHARACTER OF SERVICE: Sixty hertz alternating current of such phase and voltage as the District may have available.

RATE:

Daily System Charge:

Multi-phase.....$2.01~~$1.96~~ per day

Monthly Energy Charge effective through December 31, 2019:

Non Time of Use:

April 1 through August 31, inclusive:
$0.0423~~$ 0.0411~~ per kWh

September 1 through March 31, inclusive:
$0.0506~~$ 0.0492~~ per kWh

Monthly Energy Charge effective January 1, 2020:

$0.0471 per kWh

Monthly Demand Charge:
First 50 kW of demand per month: no demand charge.
Excess above 50 kW of demand per month: $8.15~~$7.93~~ per kilowatt billing demand per billing period.

BILLING DEMAND: The billing demand under this rate schedule shall be the highest of the following:

1. The measured demand for the month adjusted for power factor less 50 kW.

2. Or as specified in a separate contract.

MINIMUM MONTHLY BILL: Shall be the daily system charge before any applicable adjustments.

DELIVERY POINT: The above rates are based upon the supply of service to the entire premises through a single delivery and metering point. Separate supply for the same customer at other points of consumption shall be separately metered and billed.

DETERMINATION OF DEMAND: Demand measurement shall be made by suitable instruments at the point of delivery. Demand for any month shall be defined as the average kilowatt delivery during the thirty-

minute period in which the consumption of energy is the greatest during the month for which determination is made.

POWER FACTOR ADJUSTMENTS:

If the average power factor at which power is delivered to the customer during the billing period is 95% or more, no adjustment will be made in the registered kilowatt demand.

If the average power factor is less than 95%, then the registered kilowatt demand (KW) shall be adjusted. This adjustment will consist of:

1. Calculate the average power factor using the formula below
2. Subtract the average power factor from 95%
3. Multiply the average power factor difference by the registered KW, rounded up to nearest whole number
4. Multiply the product by the Monthly Demand Charge rate to determine the Power Factor Adjustment.

The average power factor will be determined by measurement of kilowatt-hours and reactive kilovolt-ampere-hours during the Billing Period using the following formula:

$$pf = \frac{kWh}{\sqrt{(kWh)^2+(kvarh)^2}}$$

Where pf = Average Power Factor
Where kWh = Kilowatt-Hours
Where kvarh = Reactive-Kilovolt-Ampere Hours

The meter measuring reactive volt-ampere-hours shall be ratcheted to prevent reverse rotation when the power factor of the load is leading.

SCHEDULE DURATION: Customers meeting the Large General Service criteria and taking service under this schedule must be served under this rate schedule for a minimum of 12 consecutive months before choosing to take service under an alternative Large General Service rate schedule.

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District or as specified in a special power sales contract. Primary Facility charges will apply. Additionally the District may require a contribution from the customer if an electric system improvement such as a new substation is needed as a result of new or additional load.

SCHEDULE 24
LARGE GENERAL SERVICE – TIME-OF-USE

AVAILABLE: In all territory served by the District.

APPLICABLE: To commercial, industrial, public buildings, and other services not eligible under other rate schedules, where measured demand equals or exceeds 300 kW at least 3 months in a calendar year, but never exceeds 3500 kW. Time-of-use metering may be provided by the District upon receipt of a customer's written request and may be at customer expense. The District may also install time-of-use metering at its discretion and expense.

CHARACTER OF SERVICE: Sixty hertz alternating current of such phase and voltage as the District may have available.

RATE:

Daily System Charge:

Multi-phase..... .....$2.01~~$1.96~~ per day

Monthly Energy Charge effective through December 31, 2019:

Time of Use:

April 1 through August 31, inclusive:
kWh: used Monday through Saturday,
6:00 a.m. to 10:00 p.m.....$0.0425~~$0.0413~~ per kWh
used all other hours.....$0.0392~~$0.0381~~ per kWh

September 1 through March 31, inclusive:
kWh: used Monday through Saturday,
6:00 a.m. to 10:00 p.m.....$0.0521~~$ 0.0506~~ per kWh
used all other hours.....$0.0445~~$ 0.0432~~ per kWh

Monthly Energy Charge effective January 1, 2020:

Time of Use:

kWh: used Monday through Saturday,
6:00 a.m. to 10:00 p.m.....$0.0479 per kWh
used all other hours.....$0.0423 per kWh

Monthly Demand Charge:
First 50 kW of demand per month: no demand charge.
Excess above 50 kW of demand per month: $~~7.93~~8.15 per kilowatt billing demand per billing period.

BILLING DEMAND: The billing demand under this rate schedule shall be the highest of the following:

1. The measured demand for the month adjusted for power factor less 50 kW.

2. Or as specified in a separate contract.

MINIMUM MONTHLY BILL: Shall be the daily system charge before any applicable adjustments.

DELIVERY POINT: The above rates are based upon the supply of service to the entire premises through a single delivery and metering point. Separate supply for the same customer at other points of consumption shall be separately metered and billed.

DETERMINATION OF DEMAND: Demand measurement shall be made by suitable instruments at the point of delivery. Demand for any month shall be defined as the average kilowatt delivery during the thirty-minute period in which the consumption of energy is the greatest during the month for which determination is made.

POWER FACTOR ADJUSTMENTS:

If the average power factor at which power is delivered to the customer during the billing period is 95% or more, no adjustment will be made in the registered kilowatt demand.

If the average power factor is less than 95%, then the registered kilowatt demand (KW) shall be adjusted. This adjustment will consist of:

1. Calculate the average power factor using the formula below
2. Subtract the average power factor from 95%
3. Multiply the average power factor difference by the registered KW, rounded up to nearest whole number
4. Multiply the product by the Monthly Demand Charge rate to determine the Power Factor Adjustment.

The average power factor will be determined by measurement of kilowatt-hours and reactive kilovolt-ampere-hours during the Billing Period using the following formula:

$$pf = \frac{kWh}{\sqrt{(kWh)^2+(kvarh)^2}}$$

Where pf = Average Power Factor
Where kWh = Kilowatt-Hours
Where kvarh = Reactive-Kilovolt-Ampere Hours

The meter measuring reactive volt-ampere-hours shall be ratcheted to prevent reverse rotation when the power factor of the load is leading.

SCHEDULE DURATION: Customers meeting the Large General Service criteria and taking service under this schedule must be served under this rate schedule for a minimum of 12 consecutive months before choosing to take service under an alternative Large General Service rate schedule.

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer

Service Policies of the District or as specified in a special power sales contract. Primary Facility charges will apply. Additionally the District may require a contribution from the customer if an electric system improvement such as a new substation is needed as a result of new or additional load.

SCHEDULE 34
LARGE INDUSTRIAL

AVAILABLE: In all territory served by the District.

APPLICABLE: To existing or new large industrial loads greater than 3,500 kW demand and no more than 10,000 kW demand. In order to qualify for this rate schedule a customer must submit prior to initiation of service a District approved electrical capacity and energy consumption plan which shows the customer will be eligible for this rate within the first three months of service. If such a plan is submitted showing that a customer will meet eligibility for this rate, then regardless of actual consumption, the customer will be billed using this rate schedule. After the first three months, the customer will be billed each month using the current billed month demand as the criteria to determine the appropriate rate schedule. A customer that has established eligibility for this rate class for a previous twelve month time period may remain on this rate schedule up to six months without needing to meet the criteria solely at the District's discretion. This rate schedule may apply to Electricity Intensive Loads (EILs – See Customer Service Policies) but is subject to limitations based on the District's assessment of available distribution system capacity.

CHARACTER OF SERVICE: Sixty hertz alternating current of such phase and voltage as the District may have available.

RATE:

Daily System Charge:

$7.75~~$7.54~~ per day

Monthly Energy Charge:

$0.0395~~$0.0384~~ per kWh

Monthly Demand Charge:

$8.77~~$8.53~~ per kilowatt billing demand per billing period

MINIMUM MONTHLY BILL: Shall be the daily system charge before any applicable adjustments.

BILLING DEMAND: The billing demand shall be the measured demand for the month and will adjusted for power factor if the average power factor is less than 95%.

DELIVERY POINT: For purposes of meeting the criteria for this rate schedule, the aggregated load of a customer's entire industrial campus or property will be used to determine eligibility. All separately metered services located in the industrial property will be billed separately using this rate schedule. Customer loads at multiple campuses or properties may not be aggregated for purposes of qualifying for this rate schedule.

DETERMINATION OF DEMAND: Demand measurement shall be made by suitable instruments at the point of delivery. Demand for any month shall be defined as the average kilowatt delivery during the one-hour period in which the consumption of energy is the greatest during the month for which determination is made.

POWER FACTOR ADJUSTMENT:

If the average power factor at which power is delivered to the customer during the billing period is 95% or more, no adjustment will be made in the registered kilowatt demand.

If the average power factor is less than 95%, then the registered kilowatt demand (KW) shall be adjusted. This adjustment will consist of:

1. Calculate the average power factor using the formula below
2. Subtract the average power factor from 95%
3. Multiply the average power factor difference by the registered KW, rounded up to nearest whole number
4. Multiply the product by the Monthly Demand Charge rate to determine the Power Factor Adjustment.

The average power factor will be determined by measurement of kilowatt-hours and reactive kilovolt-ampere-hours during the Billing Period using the following formula:

$$pf = \frac{kWh}{\sqrt{(kWh)^2+(kvarh)^2}}$$

Where pf = Average Power Factor
Where kWh = Kilowatt-Hours
Where kvarh = Reactive-Kilovolt-Ampere Hours

The meter measuring reactive volt-ampere-hours shall be ratcheted to prevent reverse rotation when the power factor of the load is leading.

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District or as specified in a special power sales contract. The District may require a contribution from the Customer for the Customer's requested special facilities investment.

SCHEDULE 51
STREET LIGHTING

AVAILABLE: In all territory served by the District.

APPLICABLE: To governmental agencies and municipal corporations upon receipt of an authorized application for the supply of lighting facilities or energy and maintenance of lighting systems for public streets, alleys, thoroughfares, grounds and parks.

TYPES OF LIGHTING: Lighting systems installed and owned by the District shall consist of mast arms and luminaries mounted on poles. Customer-owned systems will be supplied at voltages specified by the District.

MONTHLY RATES:

	District-Owned Facilities		Customer-Owned Facilities	
Type and Size of Lamp	Metered	Unmetered	Metered (See Small General Service Rates)	Unmetered
50w. Ind.				$2.072.02
135w. Ind.				$3.463.37
200w. Ind.				$4.584.46
42w. LED	$2.202.14	$4.103.99		$1.911.86
53w. LED	$2.202.14	$4.604.48		$2.402.34
54w. LED				$2.442.38
101w. LED	$2.202.14	$5.655.50		$3.453.36
110w. LED				$3.483.39
139w. LED	$2.202.14	$5.735.57		$3.523.43
180w. LED				$4.554.43
220w. LED				$5.225.08
260w. LED				$5.885.72
100w.H.P.S.	$6.095.92	$7.727.51		$4.324.20
150w.H.P.S.		$8.598.35		$5.155.01
200w.H.P.S.	$6.115.94	$9.679.40		$6.246.07
250w.H.P.S.	$6.135.96	$10.6310.34		$7.227.02
400w.H.P.S.	$6.145.97	$12.9812.62		$9.569.30
*175w.Mer.Vap.	$5.785.62	$8.738.49		$5.335.18
*250w.Mer.Vap.	$5.995.83	$10.5110.22		$7.116.91

* *No longer available after March 1, 1982.*

The rate for District-owned systems includes routine maintenance and replacement of light emitting diode (LED), high pressure sodium (HPS), and Mercury Vapor lamps, photocells and luminaries. The monthly rate for Induction (IND) type lighting does not include routine maintenance and replacement. Routine maintenance and replacement of Induction lighting is the customers' responsibility. The rate does not cover unusual damage or failure of the system requiring major component replacements. Maintenance of the system will be performed during normal District working hours. It is the customer's responsibility to provide ingress/egress easements for the District to perform any necessary repairs. Customer will provide trench and backfill for installation or replacement of underground conditions. The cost of additional District-owned poles (wood or metal) including installation is to be collected by the District at the time of construction.

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District.

SCHEDULE 61
SECURITY LIGHTING

AVAILABLE: In all territory served by the District.

APPLICABLE: To any electric customer where the District has existing facilities or public accessible locations.

TYPE OF LIGHTING: The District will furnish and install lighting fixtures, overhead, electrical equipment, lamps and electric energy, and will maintain and relamp the units.

MONTHLY RATES: Where a suitable pole for mounting the luminaries exists, the District will furnish and maintain the above described service at the following monthly rate:

	Customer-Owned Facilities			District-Owned Facilities	
Type & Size of lamp	Metered	Unmetered	Energy Only	Metered	Unmetered
46w. LED		$4.09~~$3.98~~	$1.10~~$1.07~~		$7.34~~$7.14~~
58w. LED		$4.18~~$4.07~~	$1.38~~$1.35~~		$7.52~~$7.31~~
*100w.H.P.S.		$6.13~~5.96~~	$2.38~~2.32~~	$8.62~~8.38~~	$11.01~~10.70~~
*150w.H.P.S.		$7.66~~7.45~~	$3.69~~3.59~~	$9.05~~8.80~~	$12.15~~11.81~~
*175w.Mer.Vap.		$7.94~~7.72~~	$4.40~~4.28~~	$8.65~~8.41~~	$12.38~~12.04~~
*250w.Mer.Vap.		$10.57~~10.28~~	$6.71~~6.53~~	$8.94~~8.69~~	$14.77~~14.36~~
*400w.Mer.Vap.		$14.14~~13.75~~	$10.19~~9.91~~	$9.01~~8.76~~	$18.31~~17.80~~
*1000w.Mer.Vap.		$28.85~~28.04~~	$24.28~~23.60~~	$8.97~~8.72~~	$33.23~~32.30~~

If the luminare location is such that a pole is required and is in public accessible areas, the District will install and maintain a pole at the monthly rates listed below added to the rate for the luminare:

Standard Wood Pole, 30-35 feet .....$3.28~~3.19~~
Standard Wood Pole with an
Underground Feed, 30-35 feet .....$4.99~~4.85~~
**Direct Burial Steel with an
Underground Feed, 30 feet .....$5.87~~5.71~~

The above charge will be applicable where the installation is made on a non-District joint use pole. The customer shall provide trench and backfill work on all underground installations.

SPECIAL CONDITIONS: The property owner shall agree to accept and pay for the service set forth in this rate schedule for a minimum period of three years.

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District. If a customer would like to request a change to their light type, please contact Benton PUD at 509-582-2175 for a cost estimate.

* No longer available for future installation.
** Not available as a standard installation after April 1, 1975.

SCHEDULE 71
SMALL AGRICULTURAL IRRIGATION

AVAILABLE: In all territory served by the District.

APPLICABLE: To electric services primarily used in irrigation pumping for agricultural food production on a commercial consumption basis or for services used in livestock food production with 300 horsepower or less. Energy delivered under this schedule may also be used for lighting essential to the pumping operation.

CHARACTER OF SERVICE: Sixty hertz alternating current, single-phase and three-phase, at available secondary voltage. At the discretion of the District single-phase service may be furnished provided individual motor capacity is not in excess of 7.5 horsepower.

RATE:

Daily System Charge:
$0.19~~$0.18~~ per day

Monthly Energy Charge:
$0.0535~~$0.0520~~ per kWh

Monthly Demand Charge:
$3.43~~$3.34~~ per kW billing demand per billing period

MINIMUM MONTHLY BILL: Shall be the daily system charge before any applicable adjustments.

BILLING DEMAND: The billing demand shall be the measured demand for the month.

DELIVERY POINT: The above rates are based upon the supply of service through a single delivery and metering point.

DETERMINATION OF DEMAND: Demand measurement shall be made by suitable instruments at the point of delivery. Demand for any month shall be defined as the average kilowatt delivery during the thirty-minute period in which the consumption of energy is the greatest during the month for which determination is made.

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District.

SCHEDULE 72
LARGE AGRICULTURAL IRRIGATION

AVAILABLE: In all territory served by the District.

APPLICABLE: To agricultural irrigation power in excess of 300 horsepower served by one meter or as covered by special power sales contract and not subject to the District's Miles of Line Charge served by the District's distribution system.

CHARACTER OF SERVICE: Sixty hertz alternating current, three-phase, sixty-hertz, at available secondary voltage.

RATE:

Daily System Charge:

$1.23~~$1.20~~ per day

Monthly Energy Charge:

$0.0454~~$0.0441~~ per kWh

Monthly Demand Charge:

$3.67~~$3.57~~ per kilowatt billing demand per billing period

MINIMUM MONTHLY BILL: Shall be the daily system charge before any applicable adjustments.

BILLING DEMAND: The billing demand shall be the measured demand for the month, adjusted for power factor if the average power factor is less than 95%.

DELIVERY POINT: The above rates are based upon the supply of service through a single delivery and metering point or as specified in a special power sales contract.

DETERMINATION OF DEMAND: Demand measurement shall be made by suitable instruments at the point of delivery. Demand for any month shall be defined as the average kilowatt delivery during the thirty-minute period in which the consumption of energy is the greatest during the month for which determination is made.

POWER FACTOR ADJUSTMENT:

If the average power factor at which power is delivered to the customer during the billing period is 95% or more, no adjustment will be made in the registered kilowatt demand.

If the average power factor is less than 95%, then the registered kilowatt demand (KW) shall be adjusted. This adjustment will consist of:

1. Calculate the average power factor using the formula below
2. Subtract the average power factor from 95%

3. Multiply the average power factor difference by the registered KW, rounded up to nearest whole number
4. Multiply the product by the Monthly Demand Charge rate to determine the Power Factor Adjustment.

The average power factor will be determined by measurement of kilowatt-hours and reactive kilovolt-ampere-hours during the billing period using the following formula:

$$pf = \frac{kWh}{\sqrt{(kWh)^2+(kvarh)^2}}$$

Where pf = Average Power Factor
Where kWh = Kilowatt-Hours
Where kvarh = Reactive-Kilovolt-Ampere Hours

The meter measuring reactive volt-ampere-hours shall be ratcheted to prevent reverse rotation when the power factor of the load is leading.

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District or as specified in a special power sales contract.

INCREMENTAL LOAD: Additional irrigation load for a customer served under this schedule is to be billed under this same schedule.

SCHEDULE 73
LARGE AGRICULTURAL IRRIGATION PUMPING STATION WITH MILES OF LINE CHARGE

AVAILABLE: In all territory served by the District.

APPLICABLE: To agricultural irrigation power in excess of 300 horsepower served by one meter, served by a District substation at 2.4kV or higher voltage, or as covered by special power sales contract and subject to the District's Miles of Line Charge.

CHARACTER OF SERVICE: Sixty hertz alternating current, three-phase, at available secondary voltage.

RATE:

Monthly Miles of Line Charge:

$252.77~~$245.65~~ per mile of distribution feeder line

Monthly Energy Charge:

$0.0426~~$0.0414~~ per kWh

Monthly Demand Charge:

$4.33~~$4.21~~ per kilowatt billing demand per billing period

MINIMUM ANNUAL BILL: Shall be the Monthly Miles of Line Charge before any applicable adjustments.

MILES OF LINE CHARGE: Monthly miles of line charge will be based on each customer's miles of distribution line that serve irrigation load. The District's geographical information system (GIS) will be utilized to determine the miles of line for each customer and will be updated on an annual basis in accordance with the District's internal directive.

BILLING DEMAND: The billing demand shall be the measured demand for the month, adjusted for power factor if the average power factor falls below 95%.

DELIVERY POINT: The above rates are based upon the supply of service through a single delivery and metering point or as specified in a special power sales contract.

DETERMINATION OF DEMAND: Demand measurement shall be made by suitable instruments at the point of delivery. Demand for any month shall be defined as the average kilowatt delivery during the thirty-minute period in which the consumption of energy is the greatest during the month for which determination is made.

POWER FACTOR ADJUSTMENTS:

If the average power factor at which power is delivered to the customer during the billing period is 95% or more, no adjustment will be made in the registered kilowatt demand.

If the average power factor is less than 95%, then the registered kilowatt demand (KW) shall be adjusted. This adjustment will consist of:

1. Calculate the average power factor using the formula below
2. Subtract the average power factor from 95%
3. Multiply the average power factor difference by the registered KW, rounded up to nearest whole number
4. Multiply the product by the Monthly Demand Charge rate to determine the Power Factor Adjustment.

The average power factor will be determined by measurement of kilowatt-hours and reactive kilovolt-ampere-hours during the billing period using the following formula:

$$pf = \frac{kWh}{\sqrt{(kWh)^2+(kvarh)^2}}$$

Where pf = Average Power Factor
Where kWh = Kilowatt-Hours
Where kvarh = Reactive-Kilovolt-Ampere Hours

The meter measuring reactive volt-ampere-hours shall be ratcheted to prevent reverse rotation when the power factor of the load is leading.

ANNUAL FACILITIES CHARGE UNWIND: In addition to all other charges above, there may be an Annual Facilities Charge unwind charge or credit applied to the bill on a monthly basis until each customer has paid or received their full unwind charge or credit.

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District or as specified in a special power sales contract.

INCREMENTAL LOAD: Additional irrigation load for a customer served under this schedule is to be billed under this same schedule.

SCHEDULE 74
AGRICULTURAL IRRIGATION SPRINKLER WHEELTURNING

AVAILABLE: In all territory served by the District.

APPLICABLE: To agricultural irrigation power for wheelturning for customers that are not subject to the Miles of Line Charge.

CHARACTER OF SERVICE: Sixty hertz alternating current, three-phase, at available secondary voltage.

RATE:

Monthly Energy Charge:

$0.0502~~$0.0488~~ per kWh

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District or as specified in a special power sales contract.

SCHEDULE 75
AGRICULTURAL IRRIGATION SPRINKLER WHEELTURNING
WITH MILES OF LINE

AVAILABLE: In all territory served by the District.

APPLICABLE: To agricultural irrigation power for wheelturning for customers that are subject to the Miles of Line Charge.

CHARACTER OF SERVICE: Sixty hertz alternating current, three-phase, at available secondary voltage.

RATE:

Monthly Energy Charge:

$0.0438~~$0.0426~~ per kWh

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District or as specified in a special power sales contract.

SCHEDULE 76
LARGE AGRICULTURAL IRRIGATION PUMPING STATION

AVAILABLE: In all territory served by the District.

APPLICABLE: To agricultural irrigation power in excess of 300 horsepower served by one meter, served by a District substation at 2.4kV or higher voltage, or as covered by special power sales contract.

CHARACTER OF SERVICE: Sixty hertz alternating current, three-phase, at available secondary voltage.

RATE:

Daily System Charge:

$1.23~~$1.20~~ per day

Monthly Energy Charge:

$0.0426~~$0.0414~~ per kWh

Monthly Demand Charge:

$3.74~~$3.64~~ per kilowatt billing demand per billing period

MINIMUM ANNUAL BILL: Shall be the Daily System Charge before any applicable adjustments.

BILLING DEMAND: The billing demand shall be the measured demand for the month, adjusted for power factor if the average power factor falls below 95%.

DELIVERY POINT: The above rates are based upon the supply of service through a single delivery and metering point or as specified in a special power sales contract.

DETERMINATION OF DEMAND: Demand measurement shall be made by suitable instruments at the point of delivery. Demand for any month shall be defined as the average kilowatt delivery during the thirty-minute period in which the consumption of energy is the greatest during the month for which determination is made.

POWER FACTOR ADJUSTMENTS:

If the average power factor at which power is delivered to the customer during the billing period is 95% or more, no adjustment will be made in the registered kilowatt demand.

If the average power factor is less than 95%, then the registered kilowatt demand (KW) shall be adjusted. This adjustment will consist of:

1. Calculate the average power factor using the formula below
2. Subtract the average power factor from 95%
3. Multiply the average power factor difference by the registered KW, rounded up to nearest whole number

4. Multiply the product by the Monthly Demand Charge rate to determine the Power Factor Adjustment.

The average power factor will be determined by measurement of kilowatt-hours and reactive kilovolt-ampere-hours during the billing period using the following formula:

$$pf = \frac{kWh}{\sqrt{(kWh)^2+(kvarh)^2}}$$

Where pf = Average Power Factor
Where kWh = Kilowatt-Hours
Where kvarh = Reactive-Kilovolt-Ampere Hours

The meter measuring reactive volt-ampere-hours shall be ratcheted to prevent reverse rotation when the power factor of the load is leading.

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District or as specified in a special power sales contract.

INCREMENTAL LOAD: Additional irrigation load for a customer served under this schedule is to be billed under this same schedule.

SCHEDULE 80
NEW LARGE SINGLE LOAD

AVAILABLE: In all territory served by the District.

APPLICABLE: To new large industrial loads greater than 10,000 kW demand, served under a power sales contract with the District.

CHARACTER OF SERVICE: Sixty hertz alternating current of such phase and voltage as the District may have available.

RATE: New large load customers will be served at rates determined under a contract negotiated with the District.

SCHEDULE 85
FLATS - UNMETERED ELECTRIC SERVICE

AVAILABLE: In all territory served by the District.

APPLICABLE: To electric services with fixed and known monthly kWh usages designated by the District. Examples of this include, but are not limited to, flashing crosswalk lights, amplifiers for cable TV, etc.

CHARACTER OF SERVICE: Sixty hertz alternating current, single-phase, at available secondary voltage.

RATE:

Monthly Energy Charge:

$0.0710~~$0.0676~~ per kWh

GENERAL TERMS AND CONDITIONS: Service under this classification is subject to the Customer Service Policies of the District or as specified in a special power sales contract.

SCHEDULE 90
INTERCONNECTION, TRANSFER OF POWER AGREEMENTS, AND
CONSTRUCTION OPERATION AND MAINTENANCE AGREEMENTS

AVAILABLE: In all territory served by the District.

APPLICABLE: To interconnection agreement customers generating not more than 300kW measured demand at all times. To transfer of power agreements, and construction operation and maintenance agreements. A connection fee may apply per the District's Standards for Interconnection with Electric Generators with a capacity of not more than 300 kilowatts.

CHARACTER OF SERVICE: Sixty hertz alternating current of such phase and voltage as the District may have available.

RATE:

Monthly Energy Charge:

$0.0483~~$0.0469 per kWh~~

DELIVERY POINT: The above rates are based upon the supply of service to the entire premises through a single delivery and metering point. Separate supply for the same customer at other points of consumption shall be separately metered and billed.

SCHEDULE 95
PILOT ELECTRIC VEHICLE PUBLIC CHARGING STATION SERVICE

AVAILABLE: In all territories served by the District.

APPLICABLE: To public electric vehicle charging stations related to federal, state or industry EV grant programs.

CHARACTER OF SERVICE: 60 hertz alternating current of such phase and voltage as the District may have available.

RATE:

Daily System Charge
Single-phase: $0.00 per day
Multi-phase: $0.00 per day

Monthly Energy Charge
$0.0663~~$0.0644~~ per kWh

MINIMUM MONTHLY BILL: Shall be based on kWh sold.

DELIVERY POINT: The above rates are based upon the supply of service to the entire premises through a single delivery point and metering point. Separate supply for the same customer at other points of consumption shall be separately metered and billed.

SCHEDULE 100

GREEN 100 - GREEN AND CARBON FREE RATE OPTIONS

AVAILABLE: In all territory served by the District.

APPLICABLE: To all Medium and Large General Service customers who elect to have a green or carbon free rate option added to their monthly bill. Benton PUD reserves the right to limit customer participation in the Green and Carbon Free Rate Options subject to availability of Renewable Energy or Renewable Energy Credits.

CHARACTER OF SERVICE: Benton PUD's power supply is approximately 90% carbon free largely due to hydro and nuclear power. Through a people's initiative in 2007, Washington State implemented the Energy Independence Act (EIA) which requires utilities like Benton PUD to purchase 9% (15% starting in 2020) of its power supply from "qualified" renewable projects. Under the current law, "qualified" does not include some carbon free resources such as hydro and nuclear, but does include wind, solar, and other renewable resources. Power generated from these qualified resources also creates an environmental attribute known as a Renewable Energy Credit (REC). The REC can be purchased with the power generated (Renewable Energy), or can be separated from the power and sold by itself (RECs). To meet the requirements of the EIA, Benton PUD currently uses a combination of Renewable Energy and RECs.

The Green and Carbon Free Rate Options provide customers a choice to have 100% of their energy consumption associated with green and/or carbon free energy. Multiple options are provided to accommodate different views on the definition of green or carbon free energy (Green versus Carbon Free; Renewable Energy versus RECs). Each option has been developed based on the incremental cost of the option and its associated attributes and definition. RECs are registered in the Western Renewable Energy Generation Information System (WREGIS), a regional REC repository, and will be assigned to the group of customers participating in the Green and Carbon Free Options on a periodic basis.

Customer participation is voluntary and customers can sign up for or withdraw from an option at any point in time. If choice is elected or withdrawn, the changes will begin with the next billing cycle after the request has been made.

DEFINITIONS:

RATE OPTIONS

Green: 100% of the customer's energy consumption is associated with qualified renewable resources that comply with the EIA

Carbon Free: 100% of the customer's energy consumption is associated with carbon free resources which includes all hydro and nuclear resources

RESOURCE OPTIONS

Renewable Energy: Bundled energy with RECs will be utilized on behalf of the customer

RECs: Unbundled RECs will be utilized on behalf of the customer

RATE OPTION CHARGES: The following rate options are available and will be in addition to the monthly energy charge rate paid under the customer's rate schedule.

Rate Option	Monthly Energy Charge
Green Option 1: Renewable Energy	Rate Schedule Energy Rate + $0.0309 per kWh
Green Option 2: RECs	Rate Schedule Energy Rate + $0.0060 per kWh
Carbon Free Option 1: Renewable Energy	Rate Schedule Energy Rate + $0.0027 per kWh
Carbon Free Option 2: RECs	Rate Schedule Energy Rate + $0.0005 per kWh

GLOSSARY

DAILY SYSTEM CHARGE: Rate component designed to recover certain fixed costs involved in providing electricity to a home or business, including such things as maintaining substations, poles and lines, meters, issuing bills, and maintaining records. There is a minimum level of infrastructure required to serve a customer.

MONTHLY ENERGY CHARGE: Rate component designed to recover variable power supply costs. Monthly energy charge currently includes a portion of fixed costs.

MONTHLY DEMAND CHARGE: Rate component designed to recover fixed costs associated with sizing the system to handle the maximum amount of energy consumed at a moment in time.

x	*Business Agenda*
	Second Reading
	Consent Agenda
	Info Only/Possible Action
x	*Info Only*

COMMISSION MEETING AGENDA ITEM

Subject:	Strategic Session: Broadband Business Planning	
Agenda Item No:	6e	
Meeting Date:	September 10, 2019	
Presented by:	Chris Folta CJF	*Staff Presenting Item*
Approved by (dept):	Steve Hunter SBH	*Director/Manager*
Approved for Commission review:	Chad Bartram CBB	*General Manager/Asst GM*

Motion for Commission Consideration:

None.

Recommendation/Background

The Commission will be presented an overview for discussion on the District's Broadband Business Planning

Information will be presented by District staff, as well as Dave Spencer and Rich Nall from NoaNet.

Information will include Broadband Business Performance, Impacting Technologies, Challenges, NoaNet, and Opportunities.

Presentation material will be available at the Commission meeting.

Summary

This session is part of the strategic planning process completed by the District in preparation to develop the 2020-2021 Strategic Plan.

Fiscal Impact

None.

SBH/das