



**AGENDA**

**BENTON COUNTY PUBLIC UTILITY DISTRICT NO. 1  
REGULAR COMMISSION MEETING**

Tuesday, April 14, 2026, 9:00 AM  
2721 West 10<sup>th</sup> Avenue, Kennewick, WA

**The meeting is also available via MS Teams  
The conference call line (audio only) is:  
1-323-553-2644; Conference ID: 359 861 969#**

***Special Recognition – Steve Hunter 40-Year Service Anniversary – Auditorium (9:00-9:30)***

**Regular Meeting – Commission Meeting Room (9:30)**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Agenda Review**

**4. Public Comment**

*(Individuals desiring to provide public comment during the meeting on items relating to District business, whether in person or remotely will be recognized by the Commission President and provided an opportunity to speak. Comments are limited to five minutes. Public Comment can also be sent to the Clerk of the Board in advance of the meeting at [commission@bentonpud.org](mailto:commission@bentonpud.org). Guidelines for Public Participation can be found on the Benton PUD District website at <https://www.bentonpud.org/About/Commission/Meeting-Agendas-Minutes>.)*

**5. Audit Exit Conference – 2025 Financial Audit – K. Zirker** pg. 3

**6. Treasurer’s Report – K. Mercer** pg. 4

**7. Approval of Consent Agenda**

*(All matters listed within the Consent Agenda have been distributed to each member of the Commission for reading and study, and are considered 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.)*

Executive Administration/Finance

a. Minutes of Regular Commission Meeting of March 24, 2026 pg. 8

b. Travel Report dated April 14, 2026 pg. 15

Finance

c. Vouchers dated April 14, 2026 pg. 16

Operations/Engineering

d. Riverfront-3 to Prosser2 - Feeder Tie - Work Order #753373 pg. 39

e. Quit Claim Deed – Okanogan Shell Building – Work Order #765187 pg. 41

Procurement

f. 2026 - 1<sup>st</sup> Quarter Procurement Contracts & Tariff Activity Report pg. 46

g. Completion & Acceptance of Alamon Inc. Contract #22-32-01 (Year 4) pg. 65

h. Completion & Acceptance of Absco Solutions Contract #25-20-02 pg. 67

- i. Completion/Acceptance-Paramount Communications Inc. Contract #25-46-08 pg. 69
- j. Contract Award - Padmount Switchgear - PME9 - Anixter Inc. (S&C)  
Contract #26-21-04 pg. 71

**8. Management Report**

**9. Business Agenda**

- a. Resource Plan – Set Public Hearing #1 - B. Scherer pg. 76
- b. Internal Audit (2026); Report on Internal Audits (2025) - K. Zirker pg. 78
- c. Contract Recommendation – Anterix, Inc. - Contract #26-20-01 – J. Holbrook pg. 86

**10. Other Business**

**11. Future Planning**

**12. Meeting Reports**


**13. Executive Session**

**14. Adjournment**

*(To request an accommodation to attend a commission meeting due to a disability, contact [dunlapk@bentonpud.org](mailto:dunlapk@bentonpud.org) or call (509) 582-1270, and the District will make every effort to reasonably accommodate identified needs.)*



# COMMISSION AGENDA ACTION FORM

<b>Meeting Date:</b>	April 14, 2026	
<b>Subject:</b>	Audit Exit Conference for 2025 Financial Audit	
<b>Authored by:</b>	Kent Zirker	Staff Preparing Item
<b>Presenter:</b>	Kent Zirker	Staff Presenting Item (if applicable or N/A)
<b>Approved by:</b>	Jon Meyer	Dept. Director/Manager
<b>Approved for Commission:</b>	Rick Dunn 	General Manager/Asst GM
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Business Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Other Business	<input type="checkbox"/> Pass Motion <input type="checkbox"/> Pass Resolution <input type="checkbox"/> Contract/Change Order <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Info Only <input type="checkbox"/> Info Only/Possible Action <input type="checkbox"/> Presentation Included	

**Motion for Commission Consideration:**

None.

**Background/Summary**

The District entered into a contract with Baker Tilly, formerly Moss Adams, to perform financial statement audit services for fiscal year 2025. Baker Tilly started field work in December 2025 and completed field work for the audit in March 2026. The audit helps assess the financial reporting and operations of the District and provides an important independent check and balance for public accountability.

The work of Baker Tilly included testing the District's financial statement balances for material misstatements, fair presentation, and accurate disclosure. The exit conference is an opportunity for Baker Tilly to present the results of the annual audit to the Commission. Keith Simovic, Partner, and Dan Roberts, Senior Manager, from Baker Tilly will review the audit results.

**Recommendation**

None

**Fiscal Impact**

Baker Tilly's not-to-exceed cost for the financial statement audit is \$69,000 and is included in the 2026 budget.

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

**TREASURER'S REPORT TO COMMISSION FOR MARCH 2026**

Apr 1, 2026

Final

**REVENUE FUND:**

	RECEIPTS	DISBURSEMENTS	BALANCE
<b>03/01/26 Cash Balance</b>			<b>\$ 3,112,839.30</b>
Collections	\$ 12,810,601.45		
Bank Interest Earned	4,248.53		
Investments Matured	6,970,895.77		
Miscellaneous - BAB's Subsidy	-		
Transfer from Debt Service Fund	-		
EFT Taxes		\$ 840,813.39	
Checks Paid		756,655.34	
Debt Service to Unrestricted		-	
Debt Service to Restricted		508,285.77	
Investments Purchased		5,609,487.17	
Deferred Compensation		199,545.63	
Department of Retirement Systems		156,152.16	
Purchase Inv		-	
Special Fund-Construction Funds		-	
Purchased Power		4,967,423.64	
Direct Deposit - Payroll & AP		5,198,394.67	
Credit Card Fees		36,222.43	
Miscellaneous - Purchase interest		604.17	
Sub-total	\$ 19,785,745.75	\$ 18,273,584.37	
<b>03/31/26 Cash Balance</b>			<b>\$ 4,625,000.68</b>

Investment Activity	Balance 03/01/26	Purchased	Matured	LGIP Interest	Balance 03/31/26
	\$45,393,474.55	6,011,035.77	6,970,895.77	\$106,737.17	\$44,540,351.72

Check Activity	Balance 03/01/26	Issued	Redeemed	Cancelled*	Balance 03/31/26
	\$301,998.68	\$619,394.47	\$756,655.34	\$309.98	\$164,427.83

Unrestricted Reserves:	03/01/26	03/31/26	Change
Minimum Operating Reserves (90 DCOH) Incl. RSA <sup>(1)</sup>	\$ 33,570,720.00	\$ 33,570,720.00	\$ -
Designated Reserves (Customer Deposits Account)	1,900,000.00	1,900,000.00	-
Designated Reserves (Power Market Volatility Account)	5,000,000.00	5,000,000.00	-
Designated Reserves (Special Capital Account)	4,986,027.87	4,986,027.87	-
Undesignated Reserves (Climate Commitment Act)	3,626,558.84	3,626,558.84	-
Undesignated Reserves (DCOH -6 days) <sup>(2)</sup>	(2,610,135.93)	(2,459,383.15)	150,752.78
<b>Unrestricted Reserves Total</b>	<b>\$ 46,473,170.78</b>	<b>\$ 46,623,923.56</b>	<b>\$ 150,752.78</b>
DCOH - Beginning and Ending of Month	125	125	
DCOH - Year-end Projection (Unrestricted \$43.3M)	142	117	
DCOH - Year-end Projection (Construction \$22.2M)	27	59	
<b>Restricted Reserves:</b>			
Bond Redemption Accounts	2,033,143.08	2,541,428.85	508,285.77
Construction Account	0.00	0.00	-
<b>Restricted Reserves Total</b>	<b>2,033,143.08</b>	<b>2,541,428.85</b>	<b>508,285.77</b>
<b>TOTAL RESERVES</b>	<b>\$ 48,506,313.86</b>	<b>\$ 49,165,352.41</b>	<b>\$ 659,038.55</b>

(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  
Keith Mercer, Treasurer

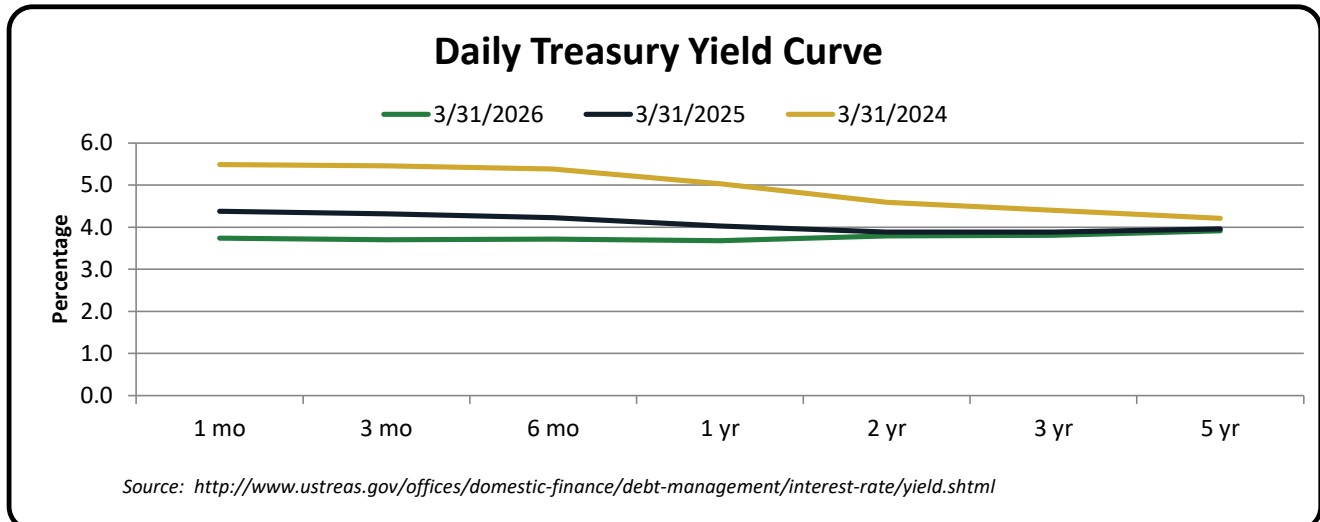
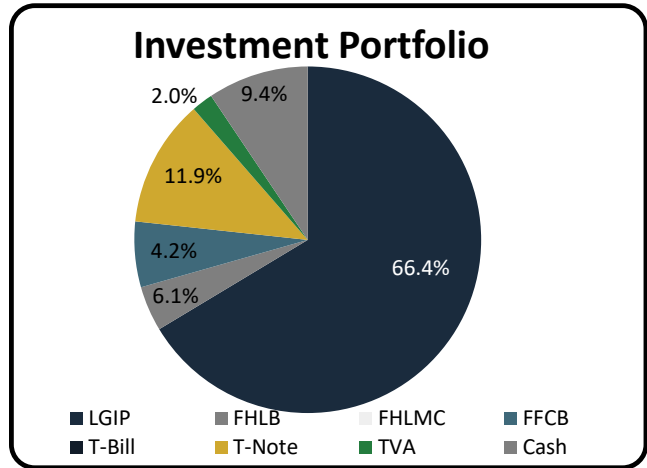
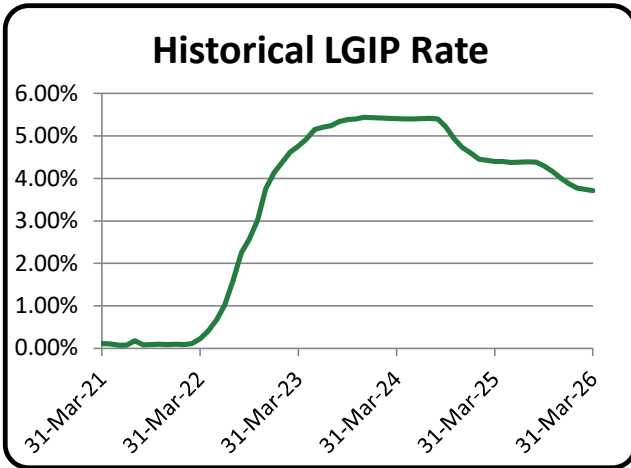
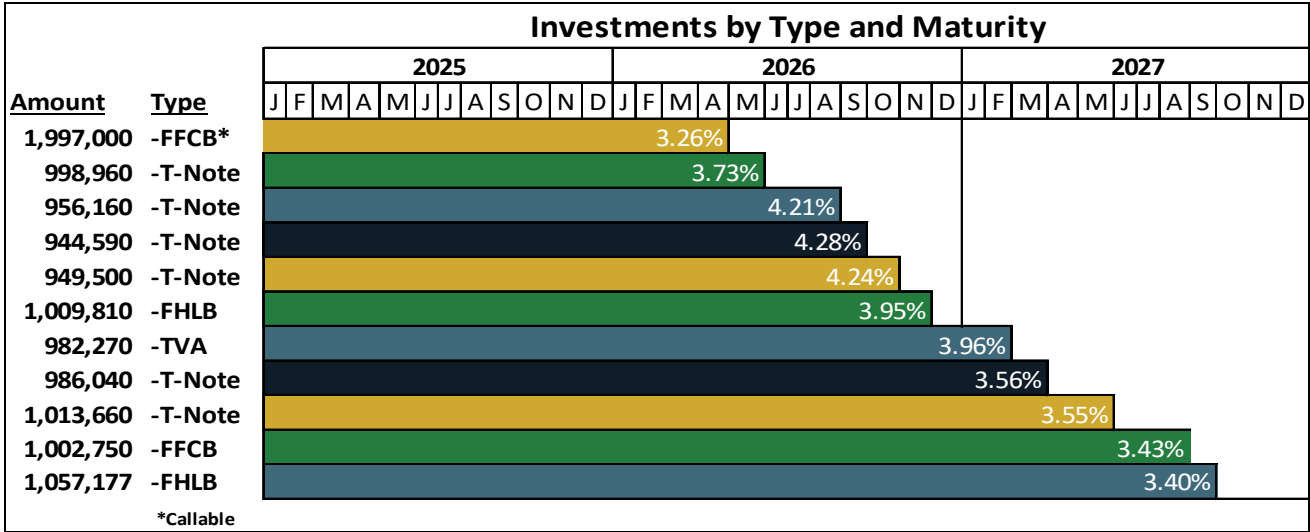
Certified by: Jon Meyer  
Jon Meyer, Auditor

# CASH & INVESTMENTS SUMMARY

as of March 31, 2026

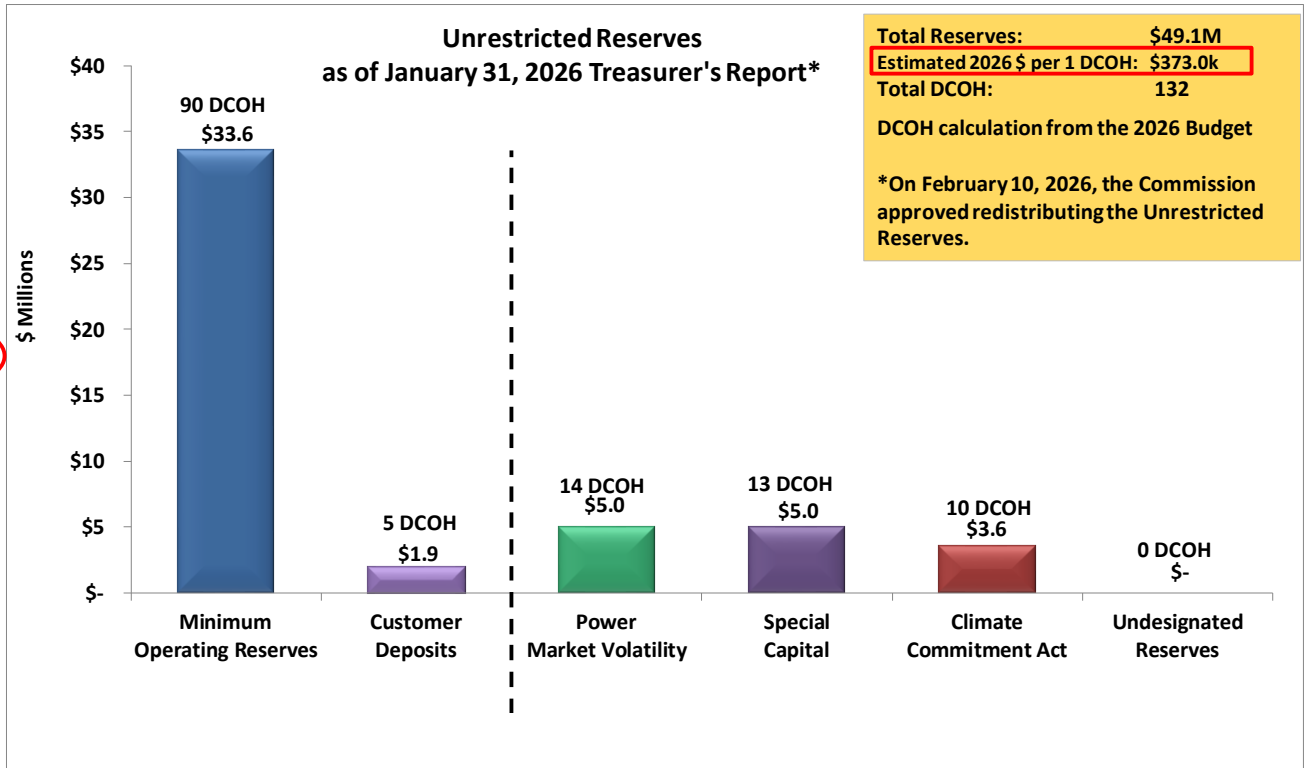
<b>Average Days to Maturity</b>	<b>66</b>	Investments see below*	11,897,917
		LGIP**	32,642,436
<b>Average Weighted Yield</b>	<b>3.715%</b>	<b>TOTAL INVESTMENTS</b>	<b>44,540,352</b>
		<b>CASH</b>	<b>4,625,001</b>
		<b>TOTAL CASH &amp; INVESTMENTS</b>	<b>\$ 49,165,353</b>

\* Held in custody at Principal Financial Group  
 \*\* Local Government Investment Pool

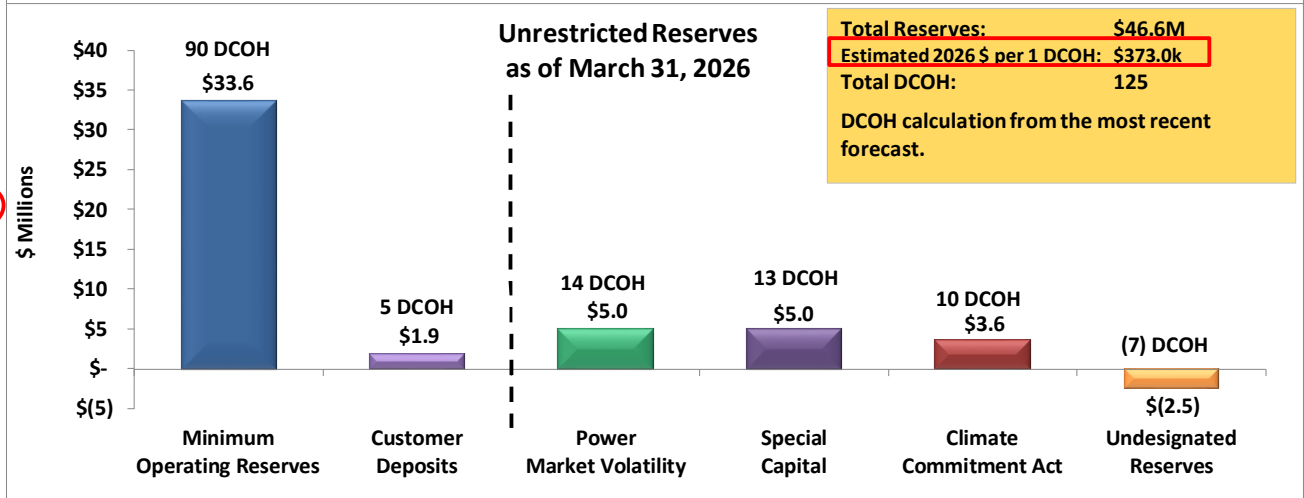


# Unrestricted Reserves and Days Cash on Hand (DCOH)

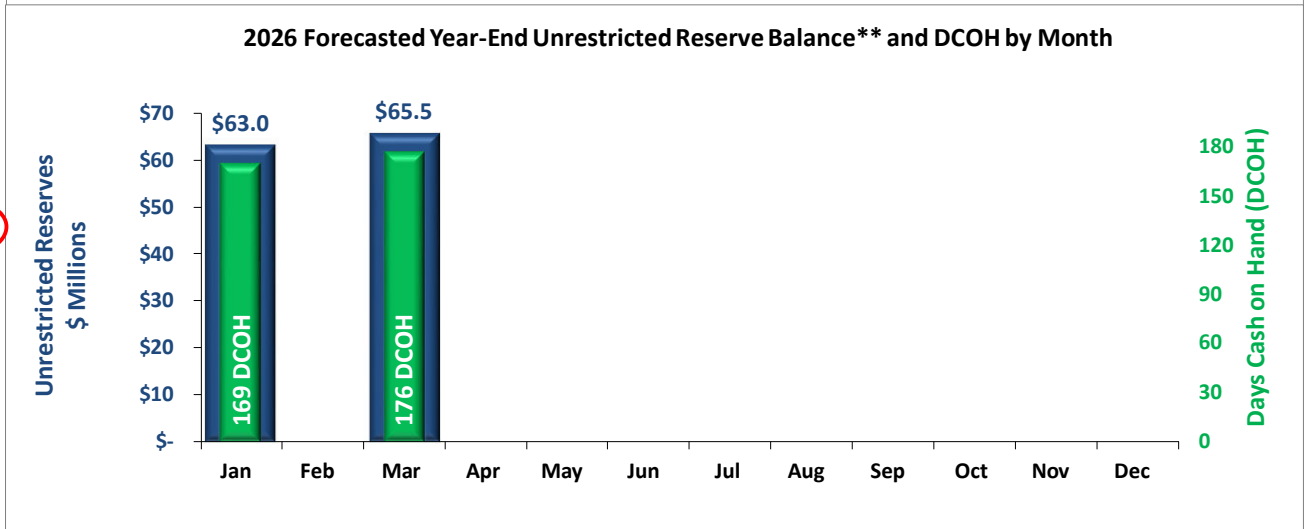
#1



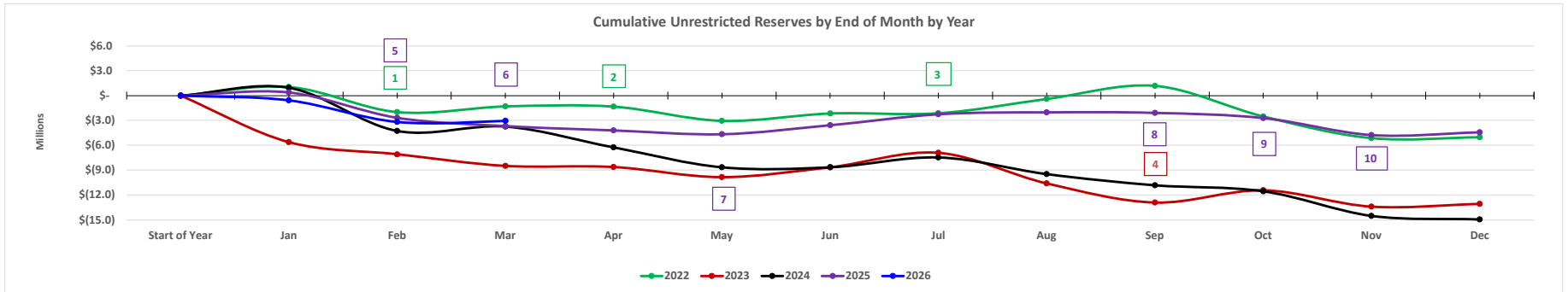
#2



#3



\*\*Includes proceeds from the planned 2026 bond issuance, including amounts allocated to the Construction Account.



Note: Any money disbursed for a bid guarantee, received from the Climate Commitment Act auction proceeds, or received from issuing bonds was removed for comparison purposes (i.e. 2023 bond issue).

Other Notable Information:

Weather can play a major factor with customer loads (retail revenue) that can ultimately increase or decrease the District's Unrestricted Reserves.

1. (2022 - February) Adjusted balance down ~\$6.3 million for January BPA invoices that were paid in March due to timing of when the invoices were issued. These invoices are typically paid in February.
2. (2022 - April) Adjusted balance down ~\$5.7 million for March BPA invoices that were paid in May due to timing of when the invoices were issued. These invoices are typically paid in April.
3. (2022 - July) Adjusted balance down ~\$4.3 million for June BPA Power invoice that was paid in August due to timing of when the invoice was issued. This invoice is typically paid in July.
4. (2023 - September) Adjusted balance down ~\$5.3 million for August BPA power and transmission invoices that were paid in October due to timing of when the invoice was issued. These invoice would typically pay in September.
5. (2025 - February) Adjusted balance down ~\$5.3 million for January BPA Invoices that were paid in March due to timing of when the invoices were issued. These invoices are typically paid in February.
6. (2025 - March) Adjusted balance down ~\$6.5 million for February BPA Invoices that were paid in April due to timing of when the invoices were issued. These invoices are typically paid in March.
7. (2025 - May) Adjusted balance down ~\$5.4 million for April BPA Invoices that were paid in June due to timing of when the invoices were issued. These invoices are typically paid in May.
8. (2025 - September) Adjusted balance down ~\$10.0 million for August BPA invoices that were paid in October due to timing of when the invoice was issued. These invoices are typically paid in September.
9. (2025 - October) Adjusted balance down ~\$7.2 million for September BPA invoices that were paid in November due to timing of when the invoice was issued. These invoices are typically paid in October.
10. (2025 - November) Adjusted balance down ~\$5.5 million for October BPA invoices that were paid in December due to timing of when the invoice was issued. These invoices are typically paid in November.

## MINUTES

### **PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY REGULAR COMMISSION MEETING**

Date: March 24, 2026

Time: 9:00 a.m.

Place: 2721 West 10<sup>th</sup> Avenue, Kennewick, Washington

**Present:** Commissioner Jeff Hall, President  
Commissioner Lori Kays-Sanders, Vice-President  
Commissioner Mike Massey, Secretary  
General Manager Rick Dunn  
Assistant General Manager/Sr. Director Engineering & Operations Steve Hunter  
Chief Financial Officer Jon Meyer  
Chief Operating Officer Chris Folta  
Director of IT & Broadband Services Jennifer Holbrook  
Director of Human Resources and Communications Karen Dunlap  
Director of Conservation & Distributed Energy Resources Chris Johnson  
Director of Customer Service and Treasury Keith Mercer  
Director of Engineering Evan Edwards  
Supervisor of Executive Administration/Clerk of the Board Cami McKenzie  
Records Program Administrator II Nykki Drake  
General Counsel Allyson Dahlhauser

**Benton PUD employees present during all or a portion of the meeting, either in person or virtually:** Annette Cobb, Manager of Customer Service; Blake Scherer, Manager of Power Supply & Transmission Service; Duane Crum, Manager of IT Infrastructure; Eric Dahl, Communications Specialist II; Jenny Sparks, Manager of Communications & Customer Engagement; Jodi Henderson, Manager Government & Community Relations; Katie Grandgeorge, Financial Analyst III; Kent Zirker, Manager of Accounting; Levi Lanphear, Procurement Administrator; Michelle Ness, Supervisor of Distribution Design; Michelle Ochweri, Manager of Procurement; Robert Inman, Superintendent of Transmission & Distribution; Robert Frost, Supervisor of Energy Programs; Shanna Everson, Distribution Designer; Shannon Sensibaugh, Administrative Assistant, II; Tyson Brown, Procurement Specialist II; Zach Underhill, Distribution Designer; Camron Smith, Engineer.

#### **Call to Order & Pledge of Allegiance**

The Commission and those present recited the Pledge of Allegiance.

#### **Agenda Review**

The agenda was approved as submitted.

## **Public Comment**

None.

## **Consent Agenda**

**MOTION:** Commissioner Sanders moved to approve the Consent Agenda items “a” through “i”. Commissioner Massey seconded and upon vote, the Commission unanimously approved the following:

- a. Regular Commission Meeting Minutes of March 10, 2026
- b. Travel Report dated March 24, 2026
- c. Vouchers (report dated March 24, 2026) 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 and approved as follows for payment:  
Accounts Payable: Automated Clearing House (DD) Payments: 113713-113749 and 113905-113939 in the amount of \$1,092,947.16.  
Checks & Customer Refund Payments (CHK): 91824-91893 in the amount of \$329,829.83;  
Electronic Fund Transfer (WIRE) Payments: 7545-7553 in the amount of \$441,080.04;  
Residential Conservation Rebates: Credits on Customer Accounts in the amount \$950.00;  
Payroll: Direct Deposit – 3/12/2026: 113750-113904 in the amount \$443,299.19;  
**Grand total - \$2,308,106.22**
- d. Quit Claim Deed – 8<sup>th</sup> & Auburn, Kennewick, WA
- e. Work Order No. 731506 – Urban Trails Phase 2
- f. Contract Change Order #12 – BCES – Contract #16-33-02
- g. Contract Award – 2026 Foundation for Water & Energy Education Interlocal Agreement – Contract #26-12-04
- h. Contract Award – Insight Public Sector – Solarwinds – Contract #26-15-03 - (WA State Contract #14922)
- i. Contract Award Recommendation – Washington State Auditor’s Office – Letters of Agreement - Contract #26-14-01

## **Management Report**

### ***HR/Communications– Director Karen Dunlap***

#### **1. Prosser Outage**

Jenny Sparks, Manager of Communications & Customer Engagement, reported that extensive outreach efforts are underway for the upcoming Prosser outage. Communications include bilingual postcards and radio announcements, reader boards, and direct outreach to key accounts via email, phone, and in-person contact. Critical need and life support customers have been identified and notified, with information provided on available resources, including the Prosser Hospital. Additional outreach includes SmartHub notifications, a dedicated webpage with preparation information, homepage

alerts, and advertisements in the Prosser Record Bulletin. Coordination has also been established with the local school district to distribute information to families, as well as with emergency services, the Red Cross, and other community partners. Staff will also conduct additional in-person outreach in the community.

***IT/Broadband – Director Jennifer Holbrook***

**1. NoaNet – Bigfoot Communications Update**

Director Jennifer Holbrook reported that NoaNet unanimously approved the resolution to admit Bigfoot Communications as a member, and the Interlocal Agreement was executed by General Manager Dunn and other participating parties. NoaNet now has a total of 11 members.

***Engineering/Operations - Assistant General Manager/Senior Director Steve Hunter***

**1. Benton City Outage**

Assistant GM/Senior Director Steve Hunter reported on the Benton City outage caused by high winds on March 12, 2026, with speeds reaching approximately 100 mph on Rattlesnake Mountain and the mid-60 mph range in Benton City. Approximately 470 customers were affected by the BEC-3 feeder, and 1,100 Benton PUD customers total.

***Chief Financial Officer - Jon Meyer***

**1. Financial Report**

Chief Financial Officer Jon Meyer provided the Commission with a financial report for February, 2026.

***General Manager – Rick Dunn***

**1. Seattle City Light Skagit Hydro**

The General Manager reported on Seattle City Light’s Skagit hydro system, noting the historical development of Gorge Dam (1924) and Diablo Dam (1936), which blocked fish passage. Seattle City Light currently serves approximately half of its load with its own hydro resources, with the remainder supplied by BPA. Ongoing discussions with tribes have been contentious, and there is now a proposed settlement estimated at \$4 billion. Proposed mitigation measures include trap-and-haul fish passage and an estimated \$1.9 billion capital investment. Rate impacts are projected at 0.5 percent annually from 2027 through 2032; however, costs beyond that period remain uncertain and may result in additional future rate increases.

**2. Williams Natural Gas Pipeline**

The General Manager reported on proposed Williams natural gas pipeline projects, which would add approximately 300 miles of new gas pipeline to Washington, including potential routes along the Columbia River Gorge and into Grant County of Washington. This proposal has generated concern among the typical so-called environmental groups like Columbia Riverkeepers which opposes hydropower, nuclear and natural gas power generation while remaining silent about land-intensive wind and solar farms. General Manager pointed out that Riverkeepers was quoted as saying “new gas is not welcome in the Pacific Northwest” and that the federal administration is full of “fossil fuel fanatics”.

This is not a helpful perspective given the increasing risk of blackouts in the Northwest and the gas-electric coordination efforts being undertaken by utilities who have indicated the need for new natural gas pipeline capacity, and the role new clean-burning natural gas infrastructure can have in meeting Washington and Oregon aggressive carbon reduction mandates and goals.

**3. Oregon Fast-Tracking Renewable Energy Projects**

The General Manager reported that Oregon is moving to fast-track renewable energy projects. Under recent actions by Governor Kotek, qualifying projects may bypass traditional site certification requirements from the Oregon Energy Facility Siting Council if certain criteria are met, creating a pathway for projects to proceed in time to qualify for federal tax credits. General Manager pointed out the inconsistency in Kotek’s messaging when she claims wind and solar are a low-cost solution for meeting “climate goals” but that she is willing to shortcut environmental and local permitting processes in order to ensure Oregon projects can be funded by taxpayers from other states, and that this is “critical” to the success of the proposed builds.

**4. Washington Transmission Authority**

General Manager Dunn reported that legislation establishing a Washington Transmission Authority has officially passed. He had expressed support for this legislation, not because he believes the state is competent and is likely to be successful, but because he wants the State to “own its own policies” and be forced to engage in the “dirty business” of exercising eminent domain, which always accompanies construction of high-voltage transmission lines. The State should be forced to make the case for transmission lines needed to meet aggressive carbon reduction mandates and that the interests of citizens within the state and in other states must be sacrificed for the “better good” of the public.

**5. Columbia Basin Badger Club Forum**

General Manager Dunn reported that he will participate as a panelist in an upcoming Badger Club forum on Thursday which will address “Our Power Future”. His presentation will focus on the fact firm hydropower is already spoken for and that the 10 average megawatt new-large-single-load (NLSL) limitations of BPA makes it difficult to impossible for Tri-Cities utilities to compete for additional industrial, manufacturing and data-center demand which is also made exponentially more difficult by Washington’s 100% carbon-free electricity mandate. The event will be held at the Richland Library, with doors opening at 11:30 a.m.

**Business Agenda**

**White Creek Wind I, LLC - Agreement to Waive Purchase Option; Contract #08-51-19, CO #2**

Blake Scherer, Manager of Power Supply & Transmission Service, indicated that in 2008, the Commission approved agreements for the White Creek project, including the Asset Purchase Option Agreement (AOPA), which provided Benton PUD and five other parties with the option to purchase the project in 2027.

The project owner has proposed a buyout to terminate the AOPA. Since becoming a BPA Load-Following customer, the District has not relied on White Creek energy to serve load and planned to exit the contract upon its expiration in 2027. All six Optionholders have agreed to waive the purchase option and terminate the AOPA. In exchange, the Optionholders will receive a one-time payment of \$5,000,000.00. The District's 3% share is \$150,000.00.

**MOTION:** Commissioner Massey moved to authorize the General Manager on behalf of the District to sign substantially the form presented, Agreement to Waive Option at Year 20 and to Terminate Asset Purchase Option Agreement related to the terms of Contract #08-51-19 with White Creek Wind I, LLC; CO #2. Commissioner Sanders seconded, and upon vote, the motion carried unanimously.

### **Revising Power Risk Management and Trading Policies; Resolution No. 2721**

Blake Scherer, Manager of Power Supply & Transmission Service, presented Resolution No. 2721 adopting the Revised Power Risk Management and Trading Policies.

The District maintains Power Risk Management and Trading Policies to guide management of its power supply resources and market activities. These Policies, administered by the Risk Management Committee (RMC), were last updated in August 2023.

Recent organizational changes effective March 2, 2026 require updates to reflect revised job titles, RMC membership, and minor administrative edits.

**MOTION:** Commissioner Sanders moved to adopt Resolution No. 2721 revising the District's Power Risk Management and Trading Policies in substantially the form presented. Commissioner Massey seconded, and upon vote, the motion carried unanimously.

### **BPA Provider of Choice-Above Contract High Water Mark Load Election**

Blake Scherer, Manager of Power Supply & Transmission Service, provided an informational presentation on the BPA Provider of Choice Above-CHWM Load Election, including Benton PUD's resource plan, Tier 1 and Tier 2 power structure, retail load electrification scenarios, and the election timeline.

Manager Scherer reported that in October, 2025, the Commission authorized execution of Provider of Choice Load Following Power Sales Agreement with BPA for a term of service from 2028-2044, including authority to take necessary implementation actions.

On February 11, 2026, BPA issued guidance to assist customers in making their upcoming Above-CHWM Load service election. The District is required to submit its election within 60 days of the final CHWM publication. The currently anticipated submittal deadline is July 14, 2026, assuming no dispute resolution.

Staff reviewed available election options (A-D), key changes, and planning considerations. Based on current analysis and the District's resource plan, staff indicated a preference for Option A, under which all Above-CHWM Load would be served with Firm Requirements Power at the Tier 2 Long-Term Rate. This item was presented for information only and staff will return at a future meeting with a recommendation and request for Commission authorization for the General Manager to execute the election.

The Commission recessed at 10:38 a.m., reconvening at 10:50 a.m.

### **Review Final 2025 Annual Financial Report**

CFO Jon Meyer and Manager Kent Zirker reviewed the District's 2025 Annual Financial Report. The audit, conducted by Baker Tilly US, LLP, resulted in an unmodified (clean) opinion issued on March 16, 2026, earlier than in prior years.

Staff highlighted key components of the report, including the financial statements, note disclosures, MD&A, and statistical section, with discussion of net income, long-term liabilities, power purchase obligations, self-insurance, and pension reporting. Additionally, the District recently received its 23rd consecutive GFOA Certificate of Achievement for Excellence in Financial Reporting. An exit conference with the auditors is scheduled for April 14, 2026.

### **Financial Forecast**

Chief Financial Officer Jon Meyer and Director of Customer Service and Treasury Keith Mercer presented a financial forecast based on 2025 actual results, the 2026 approved budget, and year-to-date actuals through February. The presentation also included a review of the District's financial policies and the draft schedule for the 2026 bond issuance.

Staff reviewed forecast scenarios with and without impact from the recent preliminary injunction regarding the Columbia River System Operations (CRSO) litigation. Preliminary estimates indicate potential wholesale power cost impacts that could result in an approximate 2.5% to 3.5% retail rate increase beginning in 2027.

Key discussion points included net power costs, updated forecast assumptions, and financial policy metrics. Staff emphasized the importance of maintaining liquidity compliance and adequate reserves, noting that power cost variability and BPA financial policies may significantly influence future rates.

Staff also outlined plans to move forward with a bond issuance in 2026 and will continue to monitor conditions and update the Commission throughout the year.

**Future Planning**

**WPUDA Annual Meeting**

General Manager Dunn said that he will be forwarding a dinner invitation for the WPUDA Annual meeting to the Commission.

**April 14, 2026 Meeting**

It was noted that Commissioners Massey and Sanders will participate remotely via Teams.

**Executive Session – Review Performance of Public Employee**

The Commission went into an executive session at 11:37 a.m. with General Manager Rick Dunn and Director of Human Resources and Communications Karen Dunlap for 10 minutes to review the performance of a public employee. The Commission came out of executive session at 11:45 a.m.

**MOTION:** Commissioner Sanders moved to approve Resolution No. 2723 approving the employment agreement with General Manager as presented. Commissioner Massey seconded and upon vote, the motion carried.

**Resolutions**

- No. 2721 – Revising Risk Management and Trading Policies
- No. 2723 - Approving the Employment Agreement with General Manager

**Adjournment**

Hearing no objection, President Hall adjourned the meeting at 11:47 a.m.

\_\_\_\_\_  
Jeff Hall, President

ATTEST:

\_\_\_\_\_  
Mike Massey, Secretary

## *Periodic Travel Report - April 14, 2026*

<i>Date Start</i>	<i>Business Days</i>	<i>Name</i>	<i>City</i>	<i>Purpose</i>
4/13/2026	3	Dax Berven	Roanoke, VA	TRANSFORMER WITNESS TESTING - SUNHEAVEN
4/13/2026	3	Evan Edwards	Roanoke, VA	TRANSFORMER WITNESS TESTING
4/13/2026	3	Christopher Rabben	Roanoke, VA	TRANSFORMER WITNESS TESTING
4/17/2026	1	Jodi Henderson	Wenatchee, WA	FWEE BOARD MEETING
5/4/2026	4	Angela Richman	Birmingham, AL	ALDEN ONE CONFERENCE
5/19/2026	4	Karen Dunlap	Spokane, WA	NWPPA ANNUAL CONFERENCE & MEMBERSHIP MTG




**PAYMENT APPROVAL**  
April 14, 2026


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
<b>Accounts Payable:</b>				
Automated Clearing House (DD) Payments	113940 - 114149	113996 - 114232	1 - 5 5 - 13	\$ 3,678,729.19
Checks & Customer Refund Payments (CHK)	91894 -	91972 -	14 - 19	
Electronic Fund Transfer (WIRE) Payments	7554 -	7572 -	20 - 21	\$ 5,817,346.24
<b>Residential Conservation Rebates:</b>				
Credits on Customer Accounts			22	\$ 130.00
<b>Purchase Card Detail:</b>				
<b>Payroll:</b>				
Direct Deposit - 3/26/2026	113997 -	114148 -		\$ 452,717.22
<b>TOTAL</b>				<b>\$ 10,289,828.92</b>
<b>Void DD</b>		March 2026	5, 6, 9	\$ 10,558.28
<b>Void Checks</b>		March 2026	14	\$ 309.98
<b>Void Wires</b>				\$ -

*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 L. Meyer, Auditor 4/6/2026  
Date

Reviewed by:

  
 Rick Dunn, General Manager

Approved by:

\_\_\_\_\_  
Jeffrey D. Hall, President

\_\_\_\_\_  
Lori Kays-Sanders, Vice-President

\_\_\_\_\_  
Michael D. Massey, Secretary

04/06/2026 8:36:37 AM

# Accounts Payable Check Register

Page 1

## 03/14/2026 To 04/03/2026

**Bank Account: 1 - Benton PUD ACH/Wire**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
113940 3/18/26	DD	11218	AIRGAS USA, INC	Nitrogen Gas	194.58
113941 3/18/26	DD	963	ANIXTER INC.	Bolts Guy Hook	2,034.56 1,608.34
<b>Total for Check/Tran - 113941:</b>					3,642.90
113942 3/18/26	DD	10496	ARNETT INDUSTRIES, LLC	Gloves Glove Testing Glove Testing	1,227.35 1,676.47 4,734.80
<b>Total for Check/Tran - 113942:</b>					7,638.62
113943 3/18/26	DD	11239	ASBESTOS AND MOLD SOLUTIONS IN	Air-O-Cell Microbial Sampling	416.70
113944 3/18/26	DD	3828	BORDER STATES INDUSTRIES, INC.	Coding Tape	652.80
113945 3/18/26	DD	3344	BOYD'S TREE SERVICE, LLC	Tree Trimming Svc	9,781.20
113946 3/18/26	DD	3520	CI INFORMATION MANAGEMENT	Onsite Destruction	204.05
113947 3/18/26	DD	10491	KELLY R COBB	Glove Pickup	6.25
113948 3/18/26	DD	2972	COMPUNET, INC.	Hilltop Routers Software License/support	13,407.50 145,106.16
<b>Total for Check/Tran - 113948:</b>					158,513.66
113949 3/18/26	DD	3167	COOPERATIVE RESPONSE CENTER, IN	CRCLink User Lic/Multispeak OMS	12,836.67
113950 3/18/26	DD	10896	CULLIGAN QUENCH	Ice/Water Machine Rental	270.91
113951 3/18/26	DD	10427	ROBERT J DAVIS	2026 WSU Pesticide Class	6.25
113952 3/18/26	DD	10627	DOUGLAS S DOBREC	Glove Pickup	6.25
113953 3/18/26	DD	11023	ELLERD, HULTGRENN & DAHLHAUSE	Professional Svc	3,400.00
113954 3/18/26	DD	1582	ENTERPRISE FABRICATORS CO., INC.	Suhneaven #3 Sub Steel Structures Sunheaven #3 Sub Steel Structure	66,074.24 -5,344.24
<b>Total for Check/Tran - 113954:</b>					60,730.00

04/06/2026 8:36:37 AM

# Accounts Payable Check Register

Page 2

03/14/2026 To 04/03/2026

**Bank Account: 1 - Benton PUD ACH/Wire**

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
113955	3/18/26	DD	10656	RYAN A FLEENOR	2026 WSU Pesticide Class	6.25
113956	3/18/26	DD	865	CHRISTOPHER J FOLTA	TechAdvantage Conf	315.65
113957	3/18/26	DD	3130	GDS ASSOCIATES, INC.	MERC/WECC Compliance	945.00
113958	3/18/26	DD	79	GENERAL PACIFIC, INC.	tubing	7,137.28
113959	3/18/26	DD	3969	GPS INSIGHT, LLC	Device Monitoring	2,302.16
113960	3/18/26	DD	10126	KATLIN M GRANDGEORGE	NWPPA Incident Investigation Training	599.49
113961	3/18/26	DD	2087	H2 PRECAST, INC.	Vault Base/Lid	24,480.00
113962	3/18/26	DD	10420	HEALTH INVEST HRA TRUST	HIRA Trust - ER	33,725.34
113963	3/18/26	DD	3232	JENNIFER M HOLBROOK	TechAdvantage Conf	322.12
113964	3/18/26	DD	10660	IRBY ELECTRICAL UTILITIES	Anchor Plate	1,616.33
113965	3/18/26	DD	103	KENNEWICK, CITY OF	Occupation Tax	549,153.85
113966	3/18/26	DD	11069	LINGUALINX, INC.	Translation Svc	18.36
113967	3/18/26	DD	10162	LINGUISTICA INTERNATIONAL, INC.	Interpreting Svc	37.72
113968	3/18/26	DD	3644	LOOMIS	Drop Box/Kiosks Safepoint Svc	2,039.09 1,471.18
<b>Total for Check/Tran - 113968:</b>						<b>3,510.27</b>
113969	3/18/26	DD	11027	MORGAN STANELY CAPITAL MGMT, L	Retirement Plan Consulting Fee	6,000.00
113970	3/18/26	DD	10565	NEOGOV	Learn/Perform Subscription	31,011.33
113971	3/18/26	DD	3821	NISC	envelopes/Mails Svc/Print Svc/forms Postage/ACH/Online Svc Postage/ACH/Online Svc Software Lic/Maintenance Software Lic/Maintenance	35,505.54 1,125.87 431.83 9,050.97 2,681.76

04/06/2026 8:36:37 AM

# Accounts Payable Check Register

Page 3

03/14/2026 To 04/03/2026

**Bank Account: 1 - Benton PUD ACH/Wire**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Software Lic/Maintenance	4,022.65
				Software Lic/Maintenance	17,766.70
<b>Total for Check/Tran - 113971:</b>					70,585.32
113972	3/18/26	DD 919	NOANET	Co Location Kennewick Verizon	1,460.00
				Broadband Billing	16,138.89
				Broadband Billing	64,555.55
				Washington St Outage	9,111.99
				Gum St Pole transfer	4,205.97
<b>Total for Check/Tran - 113972:</b>					95,472.40
113973	3/18/26	DD 286	NORTH COAST ELECTRIC COMPANY	Wire	12,185.60
113974	3/18/26	DD 11053	OBNEX TECHNOLOGIES AB	Software License/Subscription	-1,103.46
				Software License/Subscription	13,642.74
<b>Total for Check/Tran - 113974:</b>					12,539.28
113975	3/18/26	DD 3162	ONLINE INFORMATION SERVICES, INC.	Online Utility Exchange	1,121.41
113976	3/18/26	DD 2176	PACIFIC OFFICE AUTOMATION, INC.	Monthly Billing	97.62
				Monthly Billing	8.51
				Monthly Billing	128.02
				Monthly Billing	473.51
<b>Total for Check/Tran - 113976:</b>					707.66
113977	3/18/26	DD 585	PARADISE BOTTLED WATER CO.	Monthly Billing	452.08
				Monthly Billing	66.29
<b>Total for Check/Tran - 113977:</b>					518.37
113978	3/18/26	DD 10095	PASCO TIRE FACTORY, INC.	Tires	860.27
113979	3/18/26	DD 10608	GEORGE M PATRICK	2026 WSU Pesticide Class	12.50
113980	3/18/26	DD 1161	PRINT PLUS	Hydro Dam Handouts	-1.03
				Hydro Dam Handouts	1,124.99
<b>Total for Check/Tran - 113980:</b>					1,123.96

04/06/2026 8:36:37 AM

# Accounts Payable Check Register

Page 4

03/14/2026 To 04/03/2026

**Bank Account: 1 - Benton PUD ACH/Wire**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
113981 3/18/26	DD	2277	LORI K SANDERS	WPUDA/APPA Legislative Rally	2,078.48
				TES Energy Symposium	1,616.32
<b>Total for Check/Tran - 113981:</b>					3,694.80
113982 3/18/26	DD	2154	SENSUS USA, INC.	FlexNetMonitoring/SAAS/Alert Mgr	6,129.18
				FlexNetMonitoring/SAAS/Alert Mgr	9,905.47
				FlexNetMonitoring/SAAS/Alert Mgr	4,535.07
<b>Total for Check/Tran - 113982:</b>					20,569.72
113983 3/18/26	DD	10230	SMG-TRI CITIES, LLC	Advertising	2,520.00
113984 3/18/26	DD	2342	DUANE E SZENDRE	2026 WSU Pesticide Class	12.50
113985 3/18/26	DD	2777	JOHN C THARP	2026 WSU Pesticide Class	6.25
113986 3/18/26	DD	139	TOWNSQUARE MEDIA TRI CITIES	Advertising	3,144.00
113987 3/18/26	DD	11209	TRUCKPRO, LLC	Truck Box	5,777.22
113988 3/18/26	DD	1163	TYNDALE ENTERPRISES, INC.	Clothing-Osterhout/Niebuhr	724.07
				Clothing-Eby	383.53
<b>Total for Check/Tran - 113988:</b>					1,107.60
113989 3/18/26	DD	1369	UNITED SALES ASSOCIATES, INC.	Battery/charger	4,434.54
				Battery/charger	-358.68
<b>Total for Check/Tran - 113989:</b>					4,075.86
113990 3/18/26	DD	10154	US PAYMENTS, LLC	Paysite/Kiosk/Card Processing Fees	302.43
				Paysite/Kiosk/Card Processing Fees	1,440.00
<b>Total for Check/Tran - 113990:</b>					1,742.43
113991 3/18/26	DD	272	UTILITIES UNDERGROUND LOCATION	Underground Locate Svc	444.36
113992 3/18/26	DD	11235	VARDATA, LLC	Broadband Equipment	13,272.53
113993 3/18/26	DD	11062	VESTIS SERVICES, LLC	Weekly Svc	31.43
				Weekly Svc	27.73
				Weekly Svc	38.14

04/06/2026 8:36:37 AM

# Accounts Payable Check Register

Page 5

03/14/2026 To 04/03/2026

**Bank Account: 1 - Benton PUD ACH/Wire**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Weekly Svc	35.80
				Weekly Svc	18.39
<b>Total for Check/Tran - 113993:</b>					151.49
113994 3/18/26	DD	1935	VIRGINIA TRANSFORMER CORP.	Transformer	1,140,050.70
113995 3/18/26	DD	4235	WATER STREET PUBLIC AFFAIRS, LLC	Lobbying Svc	6,500.00
113996 3/18/26	DD	11134	WELLABLE LLC	Pr Wellness Plan	350.00
114149 3/25/26	DD	11171	AIRCARE HEATING & AIR CONDITIONI REEP		9,000.00 VOID
114150 3/25/26	DD	4218	AMERICAN WIRE GROUP	Wire	11,837.44
				Wire	-7.04
				Wire	6,963.20
				Transformers	170,388.42
<b>Total for Check/Tran - 114150:</b>					189,182.02
114151 3/25/26	DD	963	ANIXTER INC.	Washer Spring	1,138.05
114152 3/25/26	DD	34	BENTON PUD-ADVANCE TRAVEL	TechAdvantage & Power Xchange Expo	193.52
				3rd Year Apprenticeship Prg	578.29
				NWPPA Intro to Project Mgmt	112.89
<b>Total for Check/Tran - 114152:</b>					884.70
114153 3/25/26	DD	3828	BORDER STATES INDUSTRIES, INC.	Coding Tape	652.80
114154 3/25/26	DD	3344	BOYD'S TREE SERVICE, LLC	Tree Trimming Svc	6,659.31
				Tree Trimming Svc	9,781.20
<b>Total for Check/Tran - 114154:</b>					16,440.51
114155 3/25/26	DD	10837	CAMPBELL & COMPANY SERVICE COR REEP		400.00
				REEP	1,000.00
<b>Total for Check/Tran - 114155:</b>					1,400.00
114156 3/25/26	DD	10630	CAMPBELL TRAINING SOLUTIONS, LL	Empowered Prg	4,050.00

04/06/2026 8:36:37 AM

# Accounts Payable Check Register

Page 6

03/14/2026 To 04/03/2026

**Bank Account: 1 - Benton PUD ACH/Wire**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
114157 3/25/26	DD	166	CENTURYLINK	Monthly Billing	715.90
114158 3/25/26	DD	3496	CK HOME COMFORT SYSTEMS, LLC	REEP	400.00
114159 3/25/26	DD	10150	ANNETTE L COBB	NISC NW User Grp Mtg	332.51
114160 3/25/26	DD	3820	COLEMAN OIL COMPANY, LLC	Fuel Svc	18,541.66
114161 3/25/26	DD	2972	COMPUNET, INC.	SCADA Device Replacement	75,051.72
				Azure Monthly billing	195.84
				Software License/Subscription	9,537.04
<b>Total for Check/Tran - 114161:</b>					84,784.60
114162 3/25/26	DD	10857	D&R INSULATION, LLC	REEP	991.50
				REEP	1,998.75
<b>Total for Check/Tran - 114162:</b>					2,990.25
114163 3/25/26	DD	10968	ERIC L DAHL	NWPPA Leadership Skills Training	801.25
114164 3/25/26	DD	375	DAYCO HEATING & AIR	REEP	400.00 VOID
114165 3/25/26	DD	10934	EMPIRE ELELCTRIC USA	Meter Repair	380.80
114166 3/25/26	DD	10928	EQUIPMENTSHARE.COM INC.	Equipment Rental Return	-23.94
				Equipment Rental Return	295.94
<b>Total for Check/Tran - 114166:</b>					272.00
114167 3/25/26	DD	2686	ESRI, INC.	Software Maintenance	34,109.89
114168 3/25/26	DD	10169	FALCON SOFTWARE COMPANY, INC.	Software Monthly Support	5,625.00
				Azzure Monito/Host Fees	6,874.00
				Monthly Support	3,975.00
				Kentico Support	225.00
				Software License/Renewal	8,625.00
<b>Total for Check/Tran - 114168:</b>					25,324.00
114169 3/25/26	DD	79	GENERAL PACIFIC, INC.	Tape	2,962.49

04/06/2026 8:36:37 AM

# Accounts Payable Check Register

Page 7

03/14/2026 To 04/03/2026

**Bank Account: 1 - Benton PUD ACH/Wire**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				CURV 4X4X1/4 15/16 H	493.06
<b>Total for Check/Tran - 114169:</b>					3,455.55
114170 3/25/26	DD	2798	JESSIE E GRAD	TechAdvantage & Power xchange Expo	232.85
114171 3/25/26	DD	11206	SHAWN T HARPER	NWPPA Intro to Project Mgmt	186.18
114172 3/25/26	DD	10420	HEALTH INVEST HRA TRUST	Monthly Fees	88.93
114173 3/25/26	DD	11130	ETHAN J HENNING	CDL License Reimbursement	150.00
114174 3/25/26	DD	3387	DANIEL W HOLSTEN	NISC NW User Grp Mtg	704.07
114175 3/25/26	DD	374	HOWARD INDUSTRIES, INC.	Transformers	19,000.83
114176 3/25/26	DD	4207	INFORMATION FIRST, INC.	Content Mgr	2,000.00
114177 3/25/26	DD	10660	IRBY ELECTRICAL UTILITIES	CLAMP TRUNNION 336, 397 ACSR W DE GUY PREFORM 1/2	4,977.60
<b>Total for Check/Tran - 114177:</b>					7,379.90
114178 3/25/26	DD	877	CHRISTOPHER N JOHNSON	NEEA Board Mtg	246.32
114179 3/25/26	DD	10563	MESSAGE TECHNOLOGIES, INC.	IVR/SMS Service IVR/SMS Service	-92.84
<b>Total for Check/Tran - 114179:</b>					1,147.84
114180 3/25/26	DD	10565	NEOGOV	Software Service/Support	2,382.73
114181 3/25/26	DD	10647	JASON NIELSEN	NISC NW User Grp Mtg	702.63
114182 3/25/26	DD	919	NOANET	Clean Up Toyota Center	1,049.37
114183 3/25/26	DD	10769	ONEBRIDGE BENEFITS INC.	Flex Spending Dependent Care Flex Spending Health Care	288.47
<b>Total for Check/Tran - 114183:</b>					3,058.82
114184 3/25/26	DD	2176	PACIFIC OFFICE AUTOMATION, INC.	Monthly Billing	26.83
				Monthly Billing	155.67

04/06/2026 8:36:37 AM

# Accounts Payable Check Register

Page 8

03/14/2026 To 04/03/2026

**Bank Account: 1 - Benton PUD ACH/Wire**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Monthly Billing	87.00
				Monthly Billing	217.23
				Monthly Billing	95.53
<b>Total for Check/Tran - 114184:</b>					582.26
114185 3/25/26	DD	1241	PARAMOUNT COMMUNICATIONS, INC.	20 - Off-the-Dock Labor	4,119.82
				Sperline Raekes Law	91.39
				20 - Off-the-Dock Labor	5,117.37
<b>Total for Check/Tran - 114185:</b>					9,328.58
114186 3/25/26	DD	10671	PRINCIPAL BANK	EE Vision	61.22
				ER Vision	2,957.28
				EE Health	10,372.98
				ER Health	244,466.68
				EE Dental	378.05
				ER Dental	17,534.33
<b>Total for Check/Tran - 114186:</b>					275,770.54
114187 3/25/26	DD	10951	RELIANCE STANDARD LIFE INSURANC	STD Self Insured Fee	186.25
114188 3/25/26	DD	10947	RELIANCE STANDARD LIFE INSURANC	Basic AD&D	173.92
				Basic Life	869.60
				Non Barg Basic AD&D	83.01
				Non Barg Basic Dep Life	78.65
				Non Barg Basic Life	1,104.03
				Supplemental AD&D - Child	8.70
				Supplemental AD&D - EE	559.80
				Supplemental AD&D - Spouse	222.15
				Supplemental LIfe - Child	52.02
				Supplemental LIfe - EE	2,271.50
				Supplemental LIfe - Spouse	442.45
				LTD - Buy-Up	1,260.43
				LTD - Core No Buy-Up	3,240.96

04/06/2026 8:36:37 AM

# Accounts Payable Check Register

Page 9

03/14/2026 To 04/03/2026

**Bank Account: 1 - Benton PUD ACH/Wire**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
<b>Total for Check/Tran - 114188:</b>					10,367.22
114189 3/25/26	DD	11152	RIVERLINE POWER, LLC	Sunheaven Transmission Line	129,390.50
114190 3/25/26	DD	146	S&C ELECTRIC COMPANY	Power Fuse	13,727.84
114191 3/25/26	DD	2277	LORI K SANDERS	TEA Energy Symposium	28.90
114192 3/25/26	DD	11223	SEFCOR	2 Hole Paddle	2,149.60
114193 3/25/26	DD	985	SPECTRUM PACIFIC WEST, LLC	Monthly Billing	608.97
				Monthly Billing	592.12
<b>Total for Check/Tran - 114193:</b>					1,201.09
114194 3/25/26	DD	2342	DUANE E SZENDRE	TechAdvantage & Power Xchange Expo	273.41
114195 3/25/26	DD	11207	TRINITEL, LLC	50W PTC Heater	94.11 VOID
				50W PTC Thermostat	100.42 VOID
				6-position terminal block, 600V, 30A	23.07 VOID
				RLH 75W 24VDC Output Power Supply	716.55 VOID
				Slimline Nano Fiber Patch Panel	224.13 VOID
<b>Total for Check/Tran - 114195:</b>					1,158.28 VOID
114196 3/25/26	DD	1163	TYNDALE ENTERPRISES, INC.	Clothing-Mckee	117.50
				Clothing-Osterhout	417.79
				Clothing-Anderson	413.53
<b>Total for Check/Tran - 114196:</b>					948.82
114197 3/25/26	DD	1048	UNITED WAY OF BENTON & FRANKLI	EE United Way Contribution	417.23
114198 3/25/26	DD	11062	VESTIS SERVICES, LLC	Weekly Svc	35.80
				Weekly Svc	38.14
				Weekly Svc	27.73
				Weekly Svc	31.43
				WeeklySvc	18.39
<b>Total for Check/Tran - 114198:</b>					151.49

04/06/2026 8:36:37 AM

# Accounts Payable Check Register

Page 10

## 03/14/2026 To 04/03/2026

**Bank Account: 1 - Benton PUD ACH/Wire**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
114199 3/25/26	DD	11162	JANELLE R WASSING	NISC NW User Grp Mtg	626.13
114200 4/1/26	DD	10929	ABSCO SOLUTIONS	Computer Equipment	3,791.68
114201 4/1/26	DD	11171	AIRCARE HEATING & AIR CONDITIONI	REEP	9,000.00
114202 4/1/26	DD	4218	AMERICAN WIRE GROUP	Item # 415190 Wire Credit - PO 58412 additional 500ft	1,740.80 130,385.92 -1,740.80
<b>Total for Check/Tran - 114202:</b>					130,385.92
114203 4/1/26	DD	963	ANIXTER INC.	HAND HOLE FIBERGLASS, Pencil Rod Anchor Bolt Mach Belleville Washer Bolt Mach Ground Clamp/Connect	3,788.07 3,411.53 2,132.48 2,350.08 150.14 3,867.84
<b>Total for Check/Tran - 114203:</b>					15,700.14
114204 4/1/26	DD	34	BENTON PUD-ADVANCE TRAVEL	Wildfire Mitigation Wkshp	338.81
114205 4/1/26	DD	3828	BORDER STATES INDUSTRIES, INC.	Cap, end, PVC, 6" ALUM 4 TRIPLEX PERIWINKLE TERM 3/0-600, 35 KV, QUICK	438.66 1,191.37 3,934.31
<b>Total for Check/Tran - 114205:</b>					5,564.34
114206 4/1/26	DD	3344	BOYD'S TREE SERVICE, LLC	Tree Trimming Svc Tree Trimming Svc	9,781.20 9,553.20
<b>Total for Check/Tran - 114206:</b>					19,334.40
114207 4/1/26	DD	11025	CASCADIA MCLAREN	Beckwith M2001D LTC Control	3,518.59
114208 4/1/26	DD	394	COLUMBIA ELECTRIC SUPPLY	BEND 90 PVC SCH 40 3 IN 36 R 15A CC Fuses 20A CC Fuses 3A CC Fuses	5,385.60 175.38 175.39 165.81

04/06/2026 8:36:37 AM

# Accounts Payable Check Register

Page 11

03/14/2026 To 04/03/2026

**Bank Account: 1 - Benton PUD ACH/Wire**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
<b>Total for Check/Tran - 114208:</b>					5,902.18
114209 4/1/26	DD	2909	COMMERCIAL TIRE INC.	tires	871.91
114210 4/1/26	DD	57	CONSOLIDATED ELECTRICAL DISTRIB	CONDUIT PVC SCH 40 2 IN	9,724.11
114211 4/1/26	DD	11045	DAVIS ASPHALT MAINTENANCE	Asphalt Patch	-113.10
				Asphalt Patch	1,413.10
				Asphalt Patch	-95.70
				Asphlat Patch	1,195.70
				Concrete Pour	2,239.22
<b>Total for Check/Tran - 114211:</b>					4,639.22
114212 4/1/26	DD	375	DAYCO HEATING & AIR	REEP	400.00
114213 4/1/26	DD	339	DELL MARKETING CORP	Software Maintenance	-4.22
				ADOBE CREATIVE CLOUD	2,085.24
				Adobe Creative Cloud	2,502.12
<b>Total for Check/Tran - 114213:</b>					4,583.14
114214 4/1/26	DD	3029	DELTA HEATING & COOLING, INC.	Commercial Energy Efficiency Prg	600.00
				REEP	400.00
<b>Total for Check/Tran - 114214:</b>					1,000.00
114215 4/1/26	DD	3439	DJ'S ELECTRICAL, INC.	JU/NESC Compliance	80,876.26
				Cable Replacement	92,157.77
<b>Total for Check/Tran - 114215:</b>					173,034.03
114216 4/1/26	DD	11252	GALLAGHER BENEFIT SERVICES, INC.	Monthly Fees	111.00
				Monthly Fees	111.00
				Monthly Fees	108.00
<b>Total for Check/Tran - 114216:</b>					330.00
114217 4/1/26	DD	79	GENERAL PACIFIC, INC.	Wire, #6 solid bare copper, so	1,343.46
				Material	5,149.29
				Parallel groove clamp, all purpose, AL	307.90

04/06/2026 8:36:37 AM

# Accounts Payable Check Register

03/14/2026 To 04/03/2026

**Bank Account: 1 - Benton PUD ACH/Wire**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				CLAMP, DEADEND SHOE, AL, .410-	2,741.76
				<b>Total for Check/Tran - 114217:</b>	9,542.41
114218 4/1/26	DD	11253	IMGRAIL CONSULTING, INC.	Aerial Wireline Annual Billing	105.00
114219 4/1/26	DD	214	JACOBS & RHODES	REEP	400.00
114220 4/1/26	DD	209	M&M BOLT CO., LLC	Bolt, 1/2"-13x2", finished hex	7,024.05
114221 4/1/26	DD	11133	MICHAEL D MASSEY	WPUDA Mtg	563.64
114222 4/1/26	DD	3878	MILSOFT UTILITY SOLUTIONS, INC.	WindMil Support	13,194.72
114223 4/1/26	DD	11219	PERTEET, INC.	Sunheaven East A-Frame/foundation	55,142.70
114224 4/1/26	DD	1161	PRINT PLUS	Hydro Dam Handouts	-0.21
				Hydro Dam Handouts	228.48
				Power Outage Flyer	57.66
				<b>Total for Check/Tran - 114224:</b>	285.93
114225 4/1/26	DD	11242	SPVV LANDSCAPE ARCHITECTS	Professional Svc	3,980.00
114226 4/1/26	DD	2057	THE PRINT GUYS LLC	Prosser Outage Postcard/Postage	2,082.32
114227 4/1/26	DD	11046	TOPCON SOLUTIONS STORE	Software License/Renewal	1,631.56
114228 4/1/26	DD	11248	TRAILER BOSS	Utility Trailer	4,527.85
114229 4/1/26	DD	11207	TRINITEL, LLC	50W PTC Heater	94.11
				50W PTC Thermostat	100.42
				6-position terminal block, 600V, 30A	23.07
				RLH 75W 24VDC Output Power Supply	716.55
				Slimline Nano Fiber Patch Panel	224.13
				<b>Total for Check/Tran - 114229:</b>	1,158.28
114230 4/1/26	DD	1163	TYNDALE ENTERPRISES, INC.	Clothing-Decker/Eby	876.38
				Clothing-Niebuhr	160.16
				<b>Total for Check/Tran - 114230:</b>	1,036.54

04/06/2026 8:36:37 AM

# Accounts Payable Check Register

Page 13

03/14/2026 To 04/03/2026

**Bank Account: 1 - Benton PUD ACH/Wire**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
114231 4/1/26	DD	11062	VESTIS SERVICES, LLC	Weekly Svc	35.80
				Weekly Svc	38.14
				Weekly Svc	27.73
				Weekly Svc	27.51
				Weekly Svc	18.39
<b>Total for Check/Tran - 114231:</b>					147.57
114232 4/1/26	DD	205	WASHINGTON STATE AUDITOR'S OFFI	Accountability Audit	592.62
				Energy Compliance Attestation	1,634.86
<b>Total for Check/Tran - 114232:</b>					2,227.48

<b>Total Payments for Bank Account - 1 :</b>	(138)	3,678,729.19
<b>Total Voids for Bank Account - 1 :</b>	(3)	10,558.28
<b>Total for Bank Account - 1 :</b>	(141)	3,689,287.47

04/06/2026 8:36:37 AM

# Accounts Payable Check Register

03/14/2026 To 04/03/2026

**Bank Account: 2 - BPUD Accounts Payable Warrants**

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
91559	12/31/25	CHK	99999	MONIQUE BROOKS	Credit Balance Refund	309.98 VOID
91894	3/18/26	CHK	259	BENTON FRANKLIN COMMUNITY ACT	Helping Hands	2,259.91
91895	3/18/26	CHK	35	BENTON PUD - CUSTOMER ACCOUNT	Monthly Billing	322.45
91896	3/18/26	CHK	10660	IRBY ELECTRICAL UTILITIES	TERM 1/0 35 KV, QUICK	1,721.11
91897	3/18/26	CHK	10076	MAGNUM POWER, LLC	Sunheaven Sub #3	218,056.50
91898	3/18/26	CHK	3620	JAMES A TIETSORT	2026 WSU Pesticide Class	6.25
91899	3/18/26	CHK	992	VERIZON NORTHWEST	Monthly Billing	4,863.20
91900	3/18/26	CHK	100	WASTE MANAGEMENT OF WASHINGT	Monthly Billing Monthly Billing	1,270.97 389.80
<b>Total for Check/Tran - 91900:</b>						1,660.77
91901	3/18/26	CHK	10649	ZIPLY FIBER	Monthly Billing	1,126.40
91902	3/18/26	CHK	99999	AGUSTINA CAMPUZANO LOPEZ	Credit Balance Refund	119.33
91903	3/18/26	CHK	99999	ARNULFO DAVILA CAMACHO	Credit Balance Refund	239.52
91904	3/18/26	CHK	99999	ROSEANNE R DOOLEY	Credit Balance Refund	450.00
91905	3/18/26	CHK	99999	JANE EWER	District Claim	91.81
91906	3/18/26	CHK	99999	CESAR J FLORES	Credit Balance Refund	317.46
91907	3/18/26	CHK	99999	KATHRYN J HARRINGTON	Credit Balance Refund	42.40
91908	3/18/26	CHK	99999	ANDREW HOLLY	Credit Balance Refund	26.17
91909	3/18/26	CHK	99999	DAVID C IVESON	Credit Balance Refund	69.01
91910	3/18/26	CHK	99999	JOSE A JACOBO	Credit Balance Refund	228.37
91911	3/18/26	CHK	99999	DAVID MCCOLLOUGH	Credit Balance Refund	428.59

04/06/2026 8:36:37 AM

# Accounts Payable Check Register

Page 15

03/14/2026 To 04/03/2026

**Bank Account: 2 - BPUD Accounts Payable Warrants**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
91912 3/18/26	CHK	99999	JACK L MEEKS JR	Credit Balance Refund	225.00
91913 3/18/26	CHK	99999	CAROLEE MONCADA	Credit Balance Refund	425.00
91914 3/18/26	CHK	99999	MAYRIN PANIAGUA LLAMA	Credit Balance Refund	26.91
91915 3/18/26	CHK	99999	JAMES L RICHARDS	Credit Balance Refund	75.19
91916 3/18/26	CHK	99999	ALBERTO SANCHEZ	Credit Balance Refund	225.00
91917 3/18/26	CHK	99999	DEBORAH K SAXON	Credit Balance Refund	54.27
91918 3/18/26	CHK	99999	ANNE L SMITH	Credit Balance Refund	325.00
91919 3/18/26	CHK	99999	DONNA WILLIAMS	Credit Balance Refund	200.00
91920 3/18/26	CHK	99999	YES AND PRODUCTIONS LLC	Credit Balance Refund	259.20
91921 3/25/26	CHK	39	BENTON COUNTY	County GIS Prints	28.00
91922 3/25/26	CHK	259	BENTON FRANKLIN COMMUNITY ACT	REEP	17,595.75
91923 3/25/26	CHK	1663	CASCADE NATURAL GAS	Commercial Energy Efficiency Prg	8,876.00
91924 3/25/26	CHK	243	FEDERAL EXPRESS CORP	Mailing Svc	5.99
				Mailing Svc	10.14
				<b>Total for Check/Tran - 91924:</b>	16.13
91925 3/25/26	CHK	3478	FP MAILING SOLUTIONS	Postage Meter Deposit - 3 Additional	2,500.00
91926 3/25/26	CHK	233	INTERMOUNTAIN WEST INSULATION	REEP	1,328.88
91927 3/25/26	CHK	101	KENNEWICK IRRIGATION DISTRICT	2026 Irrigation Assessment	10,536.49
91928 3/25/26	CHK	128	PERFECTION GLASS, INC.	REEP	1,014.00
				REEP	216.00
				REEP	552.00
				REEP	780.00
				REEP	264.00

04/06/2026 8:36:37 AM

# Accounts Payable Check Register

03/14/2026 To 04/03/2026

Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
<b>Total for Check/Tran - 91928:</b>					<b>2,826.00</b>
91929 3/25/26	CHK	141	RICHLAND, CITY OF	Fiber Lease	586.98
				Fiber Lease	586.98
				Fiber Lease	146.75
				Fiber Lease	293.49
				Fiber Lease	293.49
				Fiber Lease	293.49
				Fiber Lease	293.49
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	1,467.45
				Fiber Lease	293.49
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	293.49
				Fiber Lease	146.75
				Fiber Lease	293.49

04/06/2026 8:36:37 AM

# Accounts Payable Check Register

Page 17

03/14/2026 To 04/03/2026

**Bank Account: 2 - BPUD Accounts Payable Warrants**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	293.49
<b>Total for Check/Tran - 91929:</b>					8,364.57
91930 3/25/26	CHK	2699	TOTAL ENERGY MANAGEMENT & HV	REEP	1,200.00
91931 3/25/26	CHK	11237	WESCO GROUP, LLC	Commercial Energy Efficiency Prg	2,448.00
91932 4/1/26	CHK	1751	AGRI NORTHWEST, INC.	Agricultural Energy Efficiency Prg	20,797.00
91933 4/1/26	CHK	2425	AT&T MOBILITY, LLC	Monthly Billing	5.45
91934 4/1/26	CHK	39	BENTON COUNTY	Easement 731350	305.50
				Easement 757892	305.50
				Easement 758161	308.50
				Easement 762541	305.50
				Easement 764017	305.50
				Easement 764816	305.50
				QCD 1-0189-4BP-5730-002	304.50
<b>Total for Check/Tran - 91934:</b>					2,140.50
91935 4/1/26	CHK	259	BENTON FRANKLIN COMMUNITY ACT	REEP	7,500.00
				Helping Hands	1,509.27
<b>Total for Check/Tran - 91935:</b>					9,009.27
91936 4/1/26	CHK	35	BENTON PUD - CUSTOMER ACCOUNT	Monthly Billing	384.86
91937 4/1/26	CHK	11229	DQ GRILL AND CHILL	Commercial Energy Efficiency Prg	4,402.90
91938 4/1/26	CHK	962	PACIFIC POWER	Monthly Billing	512.50
91939 4/1/26	CHK	992	VERIZON NORTHWEST	Monthly Billing	195.36
				Monthly Billing	2,261.25
				Monthly Billing	226.95

04/06/2026 8:36:37 AM

# Accounts Payable Check Register

Page 18

03/14/2026 To 04/03/2026

**Bank Account: 2 - BPUD Accounts Payable Warrants**

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
					Monthly Billing	346.91
					Monthly Billing	353.55
<b>Total for Check/Tran - 91939:</b>						3,384.02
91940	4/1/26	CHK	10649	ZIPLY FIBER	Monthly Billing	125.64
91941	4/1/26	CHK	99999	DELORES S ARRIAGA	Credit Balance Refund	682.74
91942	4/1/26	CHK	99999	LAWRENCE D BARNEY	Credit Balance Refund	1,000.00
91943	4/1/26	CHK	99999	MARIA SANDRA BENNETT	Credit Balance Refund	7.93
91944	4/1/26	CHK	99999	ELLEN M BENTLEY	Credit Balance Refund	200.00
91945	4/1/26	CHK	99999	JAN M BILLINGS	Credit Balance Refund	1,000.00
91946	4/1/26	CHK	99999	MONIQUE BROOKS	Credit Balance Refund	309.98
91947	4/1/26	CHK	99999	WALTER L DARBY	Credit Balance Refund	200.00
91948	4/1/26	CHK	99999	ROBERT C ELDER	Credit Balance Refund	200.00
91949	4/1/26	CHK	99999	JESSICA L FINCH	Credit Balance Refund	200.00
91950	4/1/26	CHK	99999	DENNIS J FINLEY	Credit Balance Refund	500.00
91951	4/1/26	CHK	99999	FIRST BAPTIST CHURCH	Credit Balance Refund	1,500.00
91952	4/1/26	CHK	99999	CHRIS FLODIN	Credit Balance Refund	250.00
91953	4/1/26	CHK	99999	PAUL M GOULET	Credit Balance Refund	250.00
91954	4/1/26	CHK	99999	KAY HALL	Credit Balance Refund	800.00
91955	4/1/26	CHK	99999	BRANDY L HENDRICKSON	Credit Balance Refund	275.00
91956	4/1/26	CHK	99999	STEPHINE HERNANDEZ	Credit Balance Refund	67.94
91957	4/1/26	CHK	99999	KENNETH L JOLLEY	Credit Balance Refund	200.00

04/06/2026 8:36:37 AM

# Accounts Payable Check Register

Page 19

03/14/2026 To 04/03/2026

**Bank Account: 2 - BPUD Accounts Payable Warrants**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
91958 4/1/26	CHK	99999	FRANCIS JORDAN	Credit Balance Refund	200.00
91959 4/1/26	CHK	99999	KIMBERLY E KENNEL	Credit Balance Refund	275.00
91960 4/1/26	CHK	99999	ROSA MADRIGAL	Credit Balance Refund	210.25
91961 4/1/26	CHK	99999	JAVIER MARTINEZ LUIS	Credit Balance Refund	26.72
91962 4/1/26	CHK	99999	MICHAEL R MCCOLLUM	Credit Balance Refund	200.00
91963 4/1/26	CHK	99999	DANIEL E MURCHISON	Credit Balance Refund	275.00
91964 4/1/26	CHK	99999	RAFAEL A NUNEZ	Credit Balance Refund	200.00
91965 4/1/26	CHK	99999	WILLIAM L PENWELL	Credit Balance Refund	200.00
91966 4/1/26	CHK	99999	PAULA PURDY	Credit Balance Refund	192.63
91967 4/1/26	CHK	99999	RITA RAMOS GONZALEZ	Credit Balance Refund	425.00
91968 4/1/26	CHK	99999	ELLICE A ROMANIK	Credit Balance Refund	200.00
91969 4/1/26	CHK	99999	UNITED EARLY LEARNING & FAMILY	Credit Balance Refund	192.53
91970 4/1/26	CHK	99999	ALMA URRUTIA	Credit Balance Refund	20.68
91971 4/1/26	CHK	99999	ISAIAH WILSON	Credit Balance Refund	43.09
91972 4/1/26	CHK	99999	RUTH A ZLATNIK	Credit Balance Refund	275.00

<b>Total Payments for Bank Account - 2 :</b>	(79)	340,906.27
<b>Total Voids for Bank Account - 2 :</b>	(1)	309.98
<b>Total for Bank Account - 2 :</b>	(80)	341,216.25
<b>Grand Total for Payments :</b>	(217)	4,019,635.46
<b>Grand Total for Voids :</b>	(4)	10,868.26
<b>Grand Total :</b>	(221)	4,030,503.72

04/06/2026 9:42:58 AM

# Accounts Payable Check Register

Page 20

ALL

**Bank Account: 1 - Benton PUD ACH/Wire**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
7554 3/16/26	WIRE	436	BANK OF AMERICA	Banking Fees	1,549.71
7555 3/16/26	WIRE	2570	THE ENERGY AUTHORITY, INC.	Purchased Power	35,407.57
7557 3/4/26	WIRE	10084	CITI MERCHANT SERVICES	Merchant Fees	36,222.43
7558 3/18/26	WIRE	169	ENERGY NORTHWEST	810 Rack Space Rental	9,762.44
7559 3/20/26	WIRE	169	ENERGY NORTHWEST	Purchased Power	136,405.22
7560 3/20/26	WIRE	2902	WHITE CREEK WIND I, LLC	Purchased Power	99,513.00
7563 3/25/26	WIRE	246	BONNEVILLE POWER ADMIN	Purchased Power	4,582,989.00
7564 3/26/26	WIRE	2205	UNITED STATES TREASURY	Federal Income Tax	79,293.56
				Medicare - Employee	10,302.14
				Medicare - Employer	10,302.14
				Social Security - Employee	44,050.18
				Social Security - Employer	44,050.18
<b>Total for Check/Tran - 7564:</b>					187,998.20
7565 3/26/26	WIRE	171	WASH STATE DEPT RETIREMENT SYS	ER PERS	39,986.26
				PERS Plan 2	35,673.54
				PERS Plan 3A 5% All Ages	1,548.17
				PERS Plan 3B 5% Up to Age 35	216.94
				PERS Plan 3B 6% Age 35-45	160.42
				PERS Plan 3E 10% All Ages	1,554.76
<b>Total for Check/Tran - 7565:</b>					79,140.09
7566 3/26/26	WIRE	424	WASH STATE DEPT REVENUE-EXCISE	Utility Tax	439,798.31
				Use Tax	9,334.75
				Retailing & Wholesaling Tax	988.49
				Retail Sales Tax - Kennewick	291.67
				Service Tax	13,170.23
<b>Total for Check/Tran - 7566:</b>					463,583.45

04/06/2026 9:42:58 AM

# Accounts Payable Check Register

Page 21

ALL

**Bank Account: 1 - Benton PUD ACH/Wire**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
7567 3/27/26	WIRE	1567	MISSIONSQUARE RETIREMENT	457(b) Leave EE Contribution	919.00
				457(b) Roth EE Contribution	19,836.13
				ER Def Comp 401	21,641.56
				ER Def Comp 457	3,214.44
				Plan A 457(b) Employee Contribution	5,268.94
				Plan B 457(b) Employee Contribution	24,454.80
				Plan C 401(a) Option 1 EE Contribution	3,541.46
				Plan C 401(a) Option 2 EE Contribution	2,506.98
				Plan C 401(a) Option 3 EE Contribution	596.03
				Plan C 401(a) Option 4, Step 1 EE Contri	127.69
				Plan C 401(a) Option 4, Step 2 EE Contri	1,114.72
				Plan C 401(a) Option 4, Step 3 EE Contri	2,553.88
				Plan C 401(a) Option 4, Step 4 EE Contri	1,332.35
				Plan C 401(a) Option 5, Step 4 EE Contri	1,442.04
				Plan C 457(b) Employee Contribution	6,471.48
				457 EE Loan Repayment #1	4,380.05
				457 EE Loan Repayment #2	679.39
				457 EE Loan Repayment #3	57.03
				457 EE Loan Repayment #4	71.97
				457 EE Loan Repayment #5	96.34
<b>Total for Check/Tran - 7567:</b>					100,306.28
7568 3/30/26	WIRE	2800	LL&P WIND ENERGY, INC.	Purchased Power	37,511.97
7571 4/3/26	WIRE	925	KLICKITAT COUNTY PUD	Transmission White Crk	4,026.64
7572 4/3/26	WIRE	169	ENERGY NORTHWEST	Purchased Power	42,486.75
				Fiber Lease	443.49
<b>Total for Check/Tran - 7572:</b>					42,930.24

**Total Payments for Bank Account - 1 :** (14) 5,817,346.24

**Total Voids for Bank Account - 1 :** (0) 0.00

37




**BENTON PUD - RESIDENTIAL CONSERVATION REBATE DETAIL**

<u>Date</u>	<u>Customer</u>	<u>Rebate Amount</u>	<u>Rebate Description</u>
03/19/2026	MATT S JACKSON	\$ 30.00	Rebate - Clothes Washer
03/26/2026	NORIKO LAMPMAN	\$ 30.00	Rebate - Clothes Washer
03/19/2026	ASHLEY A ROBINSON	\$ 50.00	Rebate - Clothes Dryer
03/19/2026	CLINT R WHITNEY	\$ 20.00	Rebate - Level 2 EV Charger

\$ 130.00



# COMMISSION AGENDA ACTION FORM

<b>Meeting Date:</b>	April 14 <sup>th</sup> , 2026	
<b>Subject:</b>	Work Order Approval – WO#753373 – Riverfront-3 to Prosser-2 Feeder Tie	
<b>Authored by:</b>	Zach Underhill	Staff Preparing Item
<b>Presenter:</b>	Evan Edwards	Staff Presenting Item (if applicable or N/A)
<b>Approved by:</b>	Evan Edwards	Dept. Director/Manager
<b>Approved for Commission:</b>	Rick Dunn 	General Manager
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Business Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Other Business	<input checked="" type="checkbox"/> Pass Motion <input type="checkbox"/> Pass Resolution <input type="checkbox"/> Contract / Change Order <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Info Only <input type="checkbox"/> Info Only/Possible Action <input type="checkbox"/> Presentation Included	

**Motion for Commission Consideration:**

Motion to approve WO#753373 – Riverfront-3 to Prosser-2 Feeder Tie.

**Background/Summary**

In June 2025, the Prosser-2 Feeder experienced an extended outage when agricultural equipment flipped a communication lashing into the overhead primary, causing a phase-to-ground fault. Both the line sectionalizing equipment and the upstream feeder breaker operated and locked out, limiting restoration options through existing feeder ties.

Following this event, District staff identified the need for an additional feeder tie between Riverfront-3 and Prosser-2 from an alternative route to improve system reliability. This additional feeder tie improves N-1 contingency capability, reducing prolonged outage exposure, and establish a second feeder source to critical facilities, including Prosser Memorial Hospital.

This project will reconductor approximately two miles of existing overhead line along Old Inland Empire Hwy. and N. Wilgus Rd., and construct three additional spans along N. Wilgus Rd. to establish the Riverfront-3 to Prosser-2 feeder tie.

**Recommendation**

This project establishes a new feeder tie between Riverfront-3 and Prosser-2, improving system reliability and contingency capability.

**Fiscal Impact**

The estimated project cost for WO#753373 is \$668,976. This estimate includes preliminary rock hole drilling costs. The 2026 Budget includes \$505,943 for this project, the 2026 Budget amount may require amendment.

# Projects to be Presented at the Benton PUD

Commission Meeting On

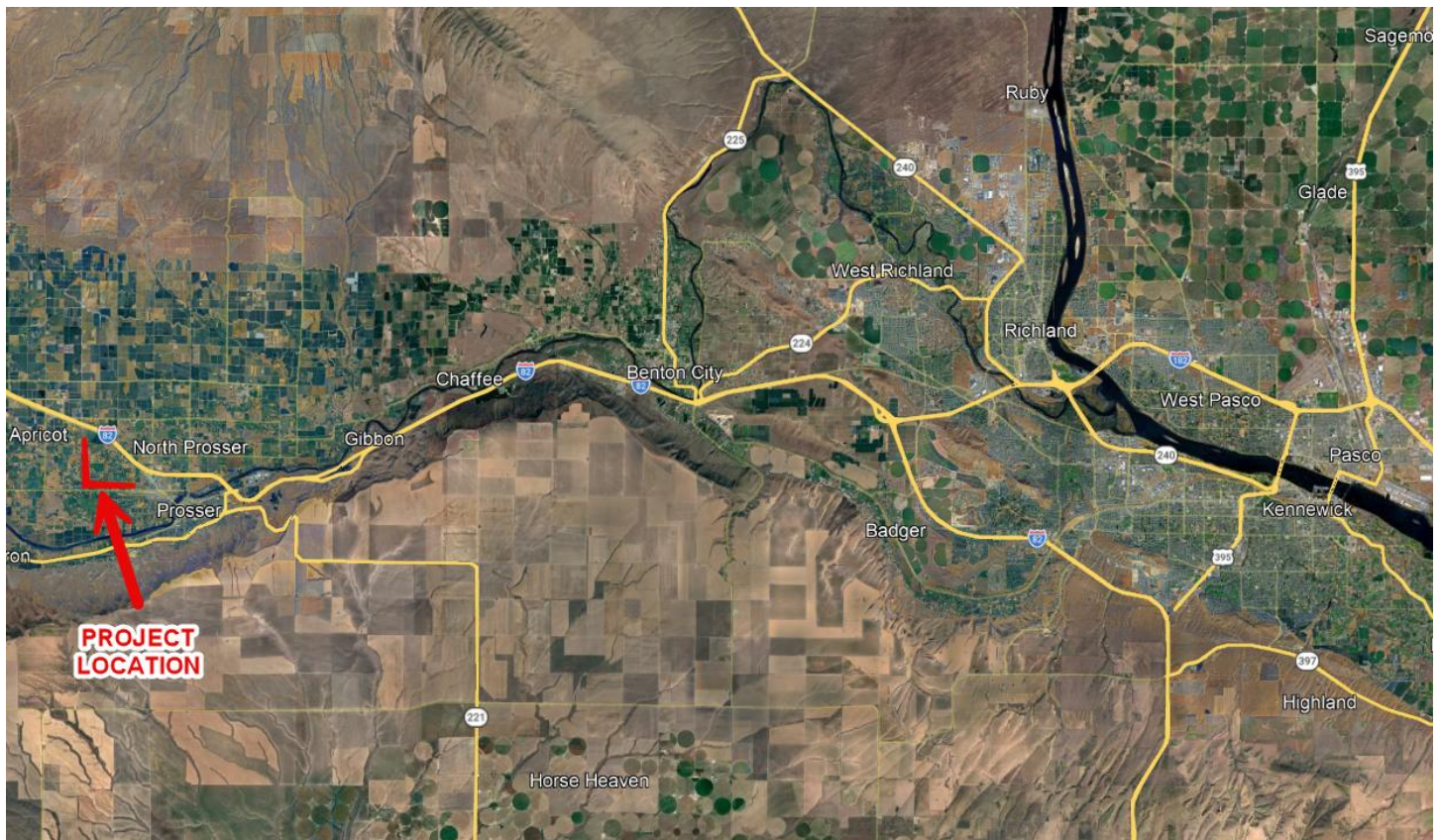
April 14<sup>th</sup>, 2026

**Project Name:** Riverfront-3 to Prosser-2 Feeder Tie **WO#:** 753373

**Location:** Old Inland Empire Hwy. & N. Wilgus Rd. - Prosser


**Justification:** Riverfront-3 to Prosser-2 Feeder Tie, System Reliability and Contingency Capability

Location Map





# COMMISSION AGENDA ACTION FORM

<b>Meeting Date:</b>	April 14, 2026	
<b>Subject:</b>	Quit Claim – Okanogan Shell Building - WO#765187	
<b>Authored by:</b>	Chad Brooks	Staff Preparing Item
<b>Presenter:</b>	Michelle Ness	Staff Presenting Item (if applicable or N/A)
<b>Approved by:</b>	Evan Edwards	Dept. Director/Manager
<b>Approved for Commission:</b>	Rick Dunn 	General Manager/Asst GM
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Business Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Other Business	<input checked="" type="checkbox"/> Pass Motion <input type="checkbox"/> Pass Resolution <input type="checkbox"/> Contract/Change Order <input checked="" type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Info Only <input type="checkbox"/> Info Only/Possible Action <input type="checkbox"/> Presentation Included	

**Motion for Commission Consideration:**

Motion to approve a Quit Claim Deed releasing an easement recorded under Auditor’s File Number 2023-003703 affecting parcel 1-3399-1BP-5081-005, at the request of the current property owner.

**Background/Summary**

A 10-foot utility easement affecting parcel 1-3399-1BP-5081-005 was recorded on March 1, 2023, under Auditor’s File Number 2023-003703. The facilities formerly associated with this easement have been removed.

The property owner will grant new easement(s) to the District to cover the new electric facilities needed for redevelopment of the parcel.

**Recommendation**

The property owner has requested that the District execute a Quit Claim Deed to release the previously recorded utility easement. Approval of the quit claim would remove the unused easement encumbrance from the parcel in preparation for redevelopment.

**Fiscal Impact**

In accordance with District policy, the developer will pay the \$500 recording fee for the Quit Claim Deed. Therefore, there is no net fiscal impact to Benton PUD.

# Projects to be Presented at the Benton PUD

## Commission Meeting On

April 14, 2026

**Project Name:** Quit Claim – Okanogan Shell Building

**WO#:** 765187

**Location:** 5222 W. Okanogan Pl., Kennewick, WA

**Justification:** The easement recorded in 2023 is no longer needed for District facilities and is currently encumbering the property from future development. Property owner has agreed to provide all necessary easements required to extend electrical facilities to new multi-unit commercial development on the property ensuring the District retains appropriate access, operation, and maintenance rights. Executing the quit claim removes an unnecessary encumbrance while preserving District interests.

### Location Map



Return To: Benton P.U.D.  
PO Box 6270  
Kennewick, WA 99336

## **QUIT CLAIM DEED**

The Grantor: PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, WASHINGTON  
for and in consideration of Mutual Covenants and Other Valuable Consideration, conveys and quit  
claims to TTB INVESTMENTS LLC, the following described real estate, situated in the County  
of Benton, State of Washington:

Assessor's Property Tax Parcel Acct. #: 1-3399-1BP-5081-005  
Previously Known As: 1-3399-1BP-5081-001 AND 1-3399-1BP-5081-002

### **DESCRIPTION:**

An easement 10.00-feet in width affecting that portion of Lot 1 and lot 2 of the Record of Survey  
recorded in Volume 1 of Surveys at Page 5081 for a binding Site Plan, lying in the Southwest  
quarter of the Northeast quarter of Section 33, Township 09 north, Range 29 east, W.M., City of  
Kennewick, Benton county, Washington, lying 5.00 feet on each side of the following described  
centerline:

COMMENCING at the Southwest corner of above said Lot 2 thence north 89°40'28" East along  
the southerly line of said Lot 5.00 feet to THE TRUE POINT OF BEGINNING;

Thence parallel with and 5.00 feet easterly of the westerly line of said Lot 2 North 00°19'32" West  
101.00 feet; thence South 89°40'28" West 13.00 feet to the point of TERMINUS.

Edges of said easement are to be lengthened or shortened to terminate on the said southerly  
property line.

SEE ATTACHED EXHIBIT A

This deed is given as a conveyance and abandonment of all right, title and interest in the above-described property as acquired under that certain *easement* of record under Auditor's File Number # 2023-003703, Records of Benton County, Washington.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, WASHINGTON**

BY: \_\_\_\_\_  
*President*

ATTEST: \_\_\_\_\_  
*Secretary*

ACKNOWLEDGEMENT OF CORPORATION

STATE OF WASHINGTON

County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, certify that I know or have satisfactory evidence that \_\_\_\_\_ and \_\_\_\_\_ known to me to be the President and Secretary of the Commission of *Public Utility District No. 1 of Benton County* and said person(s) acknowledged that he/they signed this instrument as his/their free and voluntary act for the uses and purposes mentioned in the instrument.

Witness my hand an official seal hereto affixed the day and year first above written.



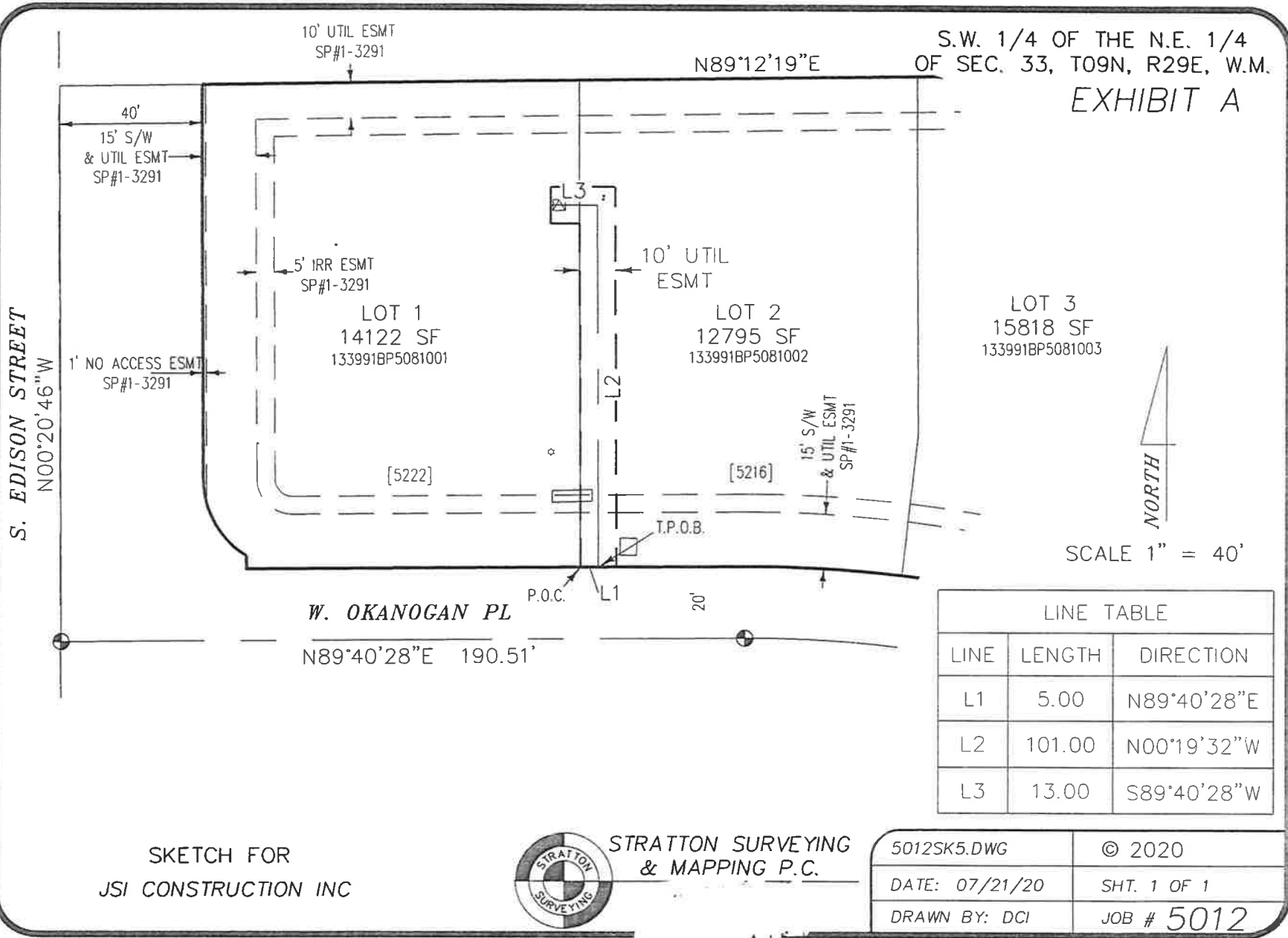
Notary Signature \_\_\_\_\_

My Commission Expires \_\_\_\_\_

NOTARY SEAL-Recordable Document, please follow RCW 65.04


S.W. 1/4 OF THE N.E. 1/4  
OF SEC. 33, T09N, R29E, W.M.

EXHIBIT A





# COMMISSION AGENDA ACTION FORM

<b>Meeting Date:</b>	January 27, 2026	
<b>Subject:</b>	2026 – 1st Quarter Procurement Contracts & Tariff – Activity Report	
<b>Authored by:</b>	Michelle Ochweri	Staff Preparing Item
<b>Presenter:</b>	Michelle Ochweri	Staff Presenting Item (if applicable or N/A)
<b>Approved by:</b>	Jon Meyer	Dept. Director/Manager
<b>Approved for Commission:</b>	Rick Dunn 	General Manager
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Business Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Other Business	<input type="checkbox"/> Pass Motion <input type="checkbox"/> Pass Resolution <input type="checkbox"/> Contract / Change Order <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Info Only <input type="checkbox"/> Info Only/Possible Action <input type="checkbox"/> Presentation Included	

**Motion for Commission Consideration:**

None.

**Background/Summary**

Prior to January 1, 2024, the Procurement Department tracked all contracts utilizing an Access database and generated two reports in compliance with Resolution No. 2511 (Contract Activity) and Resolution No. 2128 (Broadband Service Order Report). Effective January 1, 2024, this information has been transitioned to a new contract management system designed to enhance accessibility, streamline tracking, and improve reporting efficiency.

Attached is a combined report summarizing all contract activity for the first quarter of 2026. In addition, due to recent tariff implementations affecting goods, materials, and equipment, the Procurement Department has initiated a quarterly review process to monitor tariffs paid and evaluate their impact on District costs. A separate Tariff Report for the first quarter of 2026 is included, providing a detailed summary of tariffs incurred and their corresponding financial implications.

**Recommendation**

Information for Reference and Review only.

**Fiscal Impact**

N/A

BPUD Procurement Contracts - 2026 Q1

All Contracts that Started, were Changed, or have a Commission Approval Date in 2026 Q1

Contract #	Vendor	Contract Title	Description (Co)	Receivable / Payable	Original End Date	Original NTE \$	Current End Date	Current NTE \$	Commission Date
<b>12 - Government Relations</b>									
26-12-01	City of Prosser Parks and Recreation	2026 Touch A Truck		Payable	10/30/2026	\$750	10/30/2026	\$750	
26-12-02	Foundation for Water & Energy Education	2026 FWEE for TriCities STEM Career Academy		Payable	08/31/2026	\$7,500	08/31/2026	\$75,000	
02-43-19	Prosser Economic Development Council (PEDA)	Provide Research And Reference Services	#23 - Increase funds by \$3,500.00, and extend term of the contract to December 31, 2026.	Payable	12/31/2002	\$2,000	12/31/2026	\$56,000	
<b>14 - General Accounting</b>									
26-14-01	Washington State Auditor's Office	Finance and Conservation Audits		Payable	12/31/2029	\$131,550	12/31/2029	\$131,550	03/24/2026
<b>15 - IT Infrastructure</b>									
26-15-03	Insight Public Sector	Solarwinds Monitoring Platform Subscription		Payable	02/04/2029	\$136,694	02/04/2029	\$136,694	03/10/2026
26-15-01	Trace3	Pure Storage	#1 - Clarified the scope of work	Payable	01/27/2029	\$151,729	01/27/2029	\$151,729	01/13/2026
25-15-01	Trace3 LLC	VMware vSphere Foundation - 3 Year Subscription	#1 - Change order to change vendor name from Ivoxy Consulting to Trace3 LLC.	Payable	03/01/2028	\$290,232	03/01/2028	\$290,232	03/11/2025
<b>16 - Treasurer</b>									
09-16-04	Foster Garvey PC	Bond Counsel Services - Legal	#15 - Extend the term to December 31, 2026	Payable	09/15/2012	\$45,000	12/31/2026	\$115,000	09/15/2012
24-16-01	Piper Sandler Companies	Financial Advisory Services	#2 - Extend term of contact to 12/31/2026	Payable	12/31/2024	\$8,500	12/31/2026	\$8,500	
<b>18 - IT Applications</b>									
25-01-01	Gordon Thomas Honeywell LLP	2026 Legal Consulting Services		Payable	12/31/2026	\$10,000	12/31/2026	\$10,000	
25-18-08	National Information Solutions Cooperative (NISC)	Annual Agreement for NISC's Enterprise Software Solutions	#1 - DBVisit software renewal 2026	Payable	12/31/2026	\$955,000	12/31/2026	\$955,000	11/25/2025

BPUD Procurement Contracts - 2026 Q1

All Contracts that Started, were Changed, or have a Commission Approval Date in 2026 Q1

Contract #	Vendor	Contract Title	Description (Co)	Receivable / Payable	Original End Date	Original NTE \$	Current End Date	Current NTE \$	Commission Date
<b>18 - IT Applications</b>									
18-18-04	Sensus USA Inc	Master Products & Services Agreement	#9 - Change order to update Exhibit C price sheet on this contract to reflect the annual agreed upon 3% increase which is allowed in the signed contract. See the attached updated Exhibit C price sheet for 2025. No change to the contract NTE.	Payable	12/31/2023	\$1,051,758	12/31/2033	\$3,511,492	12/12/2023
<b>2 - Human Resources</b>									
26-02-01	Alliance 2020 Inc.	Pre- Employment Screening Services		Payable	12/31/2028	\$12,000	12/31/2028	\$12,000	
23-02-03	Campbell Training Solutions	PSA - Develop Episodes 5-16 For EmPOWERed	#2 - Extend term of contract to December 31, 2026	Payable	12/31/2024	\$119,000	12/31/2026	\$119,000	12/31/2024
13-02-06	Sylvan Learning Center	Administer Employee & Candidate Aptitude Testing	#5 - Extend term of contract through 05/01/2029, and increase funding by \$5,000.00.	Payable	05/01/2016	\$7,000	05/01/2029	\$20,000	
<b>20 - Operational Technology</b>									
25-20-07	Consolidated Analytical Systems	OT Test Lab Prefabricated Building		Payable	12/31/2026	\$102,252	12/31/2026	\$102,252	
25-20-05	Sensus USA, Inc.	Custom TGB Alerts	#1 - Change order to update language in Appendix C.	Payable	08/31/2026	\$13,000	08/31/2026	\$13,000	
<b>21 - Engineering</b>									
26-21-01	American Wire Group	Sunset-Dallas #795 ACSR, Code Drake, 26/7Str.		Payable	03/09/2026	\$256,320	03/09/2026	\$256,320	02/10/2026
25-21-19	Benton County	Sunset -Dallas Laydown Yard		Payable	01/01/2026	\$500	12/31/2027	\$500	
25-21-17	Benton REA	Construction Agreement - Structure Upgrades for 556 AAC	#1 - updated est. for project and changed out Exhibit showing breakdown	Receivable	12/31/2026	\$223,883	12/31/2026	\$1,831,829	

BPUD Procurement Contracts - 2026 Q1

All Contracts that Started, were Changed, or have a Commission Approval Date in 2026 Q1

Contract #	Vendor	Contract Title	Description (Co)	Receivable / Payable	Original End Date	Original NTE \$	Current End Date	Current NTE \$	Commission Date
<b>21 - Engineering</b>									
26-21-02	Benton REA	BREA Substation Fiber Construction Agreement		Receivable	12/31/2026		12/31/2026		
26-21-03	Bonneville Power Administration	Hedges 115kV Metering Point Construction Agreement		Receivable	06/30/2026		06/30/2026		
24-21-13	City of Kennewick	Interlocal Agreement - COK - Columbia Center Blvd. & Quinault	#2 - increase funding by \$18,505.77	Payable	12/31/2024	\$47,230	12/31/2025	\$67,153	12/31/2024
25-21-30	DJ's Electrical Inc.	Zephyr-Gum & River Switches Rock Drilling		Payable	01/22/2026	\$73,400	01/22/2026	\$73,400	
23-21-26	DJ's Electrical, Inc.	Cable Replacement/NESC Compliance & Special Projects	#7 - Extend term of contract to 12/31/2026 and increase funding by \$2,206,827.00	Payable	01/09/2024	\$2,206,827	12/31/2026	\$7,070,481	11/25/2025
25-21-33	GDS & Associates Inc.	NERC/WECC Regulatory Compliance Consulting			12/31/2026	\$30,000	12/31/2026	\$30,000	
25-21-32 B	Hyundai Corporation	2026-2027 - Transformer Inventory		Payable	07/13/2026	\$37,800	07/13/2026	\$37,800	02/10/2026
25-21-32 A	Irby Electrical Utilities	2026-2027 - Transformer Inventory		Payable	07/09/2026	\$355,825	07/09/2026	\$355,825	02/10/2026
25-21-32 C	Kerec Co.	2026-2027 - Transformer Inventory		Payable	07/02/2026	\$99,500	07/02/2026	\$99,500	02/10/2026
25-21-28	Perteet Inc.	Deadend Foundation & A-Frame Structure Analysis	#1 - Increase funding by \$6,045.00, for a new NTE of \$60,598.00.	Payable	03/31/2026	\$54,533	03/31/2026	\$60,598	

BPUD Procurement Contracts - 2026 Q1

All Contracts that Started, were Changed, or have a Commission Approval Date in 2026 Q1

Contract #	Vendor	Contract Title	Description (Co)	Receivable / Payable	Original End Date	Original NTE \$	Current End Date	Current NTE \$	Commission Date
<b>22 - Customer Engineering</b>									
22-22-01	Gary Lee & Associates LLC	Provide Field Work for Joint Use NESC Compliance	#5 - Correct billing errors for 2024-2025 and extend an additional year increasing funding to cover both actions	Payable	12/31/2022	\$65,000	12/31/2026	\$386,251	01/13/2026
15-51-82	Jeff Albertsen	Ely Solar Project Participation Agreement	#3 - Jeff Albertson moved from 210506 E. 193 Prse. Kennewick, WA 99336 to 313 E. 5th Ave., Kennewick, WA 99336	Payable	05/22/2035		05/22/2035		
<b>3 - Security</b>									
25-20-02	Absco Solutions	Phase 3 - Implementing Enterprise Security System	#4 - Increase funding by \$11,717.80 bringing the new not-to-exceed amount to \$223,531.51. this is to support Absco proposal number 27224-C-6.	Payable	03/01/2026	\$187,239	03/01/2026	\$223,531	01/13/2026
<b>31 - Operations</b>									
97-31-10	Benton County Emergency Services / SECOMM	Site Use for Radio Equipment Lease Agreement	#19 - Units remained the same, DNR fees have been adjusted including an annual 3% increase and CPI increase. Extended for 1 year, terms now aligning with yearend 12/31/2026.	Receivable	12/31/2024	\$0	12/31/2026	\$0	07/22/1997
02-31-03	Benton REA	Utility Tree Coordinator Service	#22 - Increase hourly rate to \$118.38 per hour and extend the term of the contract through December 31, 2025.	Receivable	12/31/2003	\$0	12/31/2026	\$0	
25-31-02	Big Bend Electric Cooprative, Inc.	Utility Tree Coordinator		Receivable	12/31/2026	\$0	12/31/2026	\$0	

BPUD Procurement Contracts - 2026 Q1

All Contracts that Started, were Changed, or have a Commission Approval Date in 2026 Q1

Contract #	Vendor	Contract Title	Description (Co)	Receivable / Payable	Original End Date	Original NTE \$	Current End Date	Current NTE \$	Commission Date
<b>31 - Operations</b>									
99-31-04	Columbia River Inter-Tribal Fish Commission	Jump Off Joe / Umatilla Ridge Communications Lease Agreement	#17 - Units remained the same, increased DNR for 2026 and CPI.  Extended for 1 year, terms now aligning with yearend 12/31/2026.	Receivable	03/31/2025	\$0	12/31/2026	\$0	
06-31-03A&B	Washington State Department of Transportation	Lease Agreement - Jump Off Joe, Umatilla, and Prosser Butte	#20 - Units remained the same - DNR and CPI 3% increase. New total units on sites: JOJ = 6; Umatilla = 4; Prosser = 5 Extended for 1 year, terms now aligning with yearend 12/31/2026.	Receivable	12/02/2008	\$0	12/31/2026	\$0	
06-31-01	Washington State Patrol	Prosser Butte Communications Site Lease	#10 - Units remained the same, DNR fees have been adjusted including an annual 3% increase and CPI increase. Extended for 1 year, terms now aligning with yearend 12/31/2026.	Receivable	03/31/2024	\$0	03/31/2026	\$0	
<b>32 - Supt of Transm &amp; Distribution</b>									
26-03-01	Absco Solutions	IR Illuminator Install, Radio Sites		Payable	12/31/2026	\$6,551	12/31/2026	\$6,551	
22-32-02	Boyd's Tree Service	Electric Utility Pruning - Vegetation Management	#8 - 2026 labor rate increase	Payable	12/31/2022	\$866,000	12/31/2026	\$3,929,000	11/25/2025
02-31-02	City Of Richland	Utility Tree Coordinator Service Agreement	#22 - Increase hourly rate to \$118.38 per hour and extend the term of the contract to December 31, 2026.	Receivable	12/31/2003	\$0	12/31/2026	\$0	
25-32-06	Empire Electric USA	2026 AMI Meter Repair Service		Payable	12/31/2026	\$50,000	12/31/2026	\$50,000	

BPUD Procurement Contracts - 2026 Q1

All Contracts that Started, were Changed, or have a Commission Approval Date in 2026 Q1

Contract #	Vendor	Contract Title	Description (Co)	Receivable / Payable	Original End Date	Original NTE \$	Current End Date	Current NTE \$	Commission Date
<b>32 - Supt of Transm &amp; Distribtution</b>									
02-31-01	Franklin PUD	Utility Tree Coordinator Service Agreement	#22 - Increase hourly rate to \$118.38 per hour and extend the contract term to December 31, 2026.	Receivable	12/31/2016		12/31/2026		
21-32-03	Jobs Nursery LLC	Vegetation Replacement Program - Nursery Participate Agreement	#2 - Extend the term of the agreement to December 31, 2026	Payable	12/31/2023	\$5,000	12/31/2026	\$5,000	
21-32-02	Mac's Garden Center	Vegetation Replacement Program - Nursery Participate Agreement	#2 - Extend term of contract to December 31, 2025	Payable	12/31/2023	\$5,000	12/31/2026	\$5,000	
25-32-05	Miller Electric Services, Inc.	2026 - AMI Meter Repair Service		Payable	12/31/2026	\$50,000	12/31/2026	\$50,000	
25-32-03	Sierra Electric	AMI Meter Repair		Payable	12/31/2026	\$50,000	12/31/2026	\$50,000	
25-32-04	Tolman Electric	2026 AMI Meter Repair Services		Payable	12/31/2026	\$50,000	12/31/2026	\$50,000	
81-32-01	Utilities Underground Location Center	One-Call Subsurface Warning System U-Dig	#21 - Internal change order to creat a new po (58057) for 2026 \$15,000 per year. Old PO 57413 will be closed January 1, 2026)	Payable	12/31/1982	\$0	12/31/2026	\$15,000	
<b>33 - Supt of Operations</b>									
16-33-02	Benton County Emergency Services (City of Richland)	800 Mhz Simulcast & Trunking Radio Service	#12 - Extend term of the contract and increase funding by \$47,770.	Payable	04/30/2022	\$15,000	04/30/2027	\$381,133	03/24/2026
22-33-01	Cooperative Response Center, Inc. (CRC)	2023-2026 - Utility Call Center Services	#3 - Extend term of contract increase funds for 2026	Payable	12/31/2025	\$360,000	12/31/2026	\$650,000	12/09/2025

BPUD Procurement Contracts - 2026 Q1

All Contracts that Started, were Changed, or have a Commission Approval Date in 2026 Q1

Contract #	Vendor	Contract Title	Description (Co)	Receivable / Payable	Original End Date	Original NTE \$	Current End Date	Current NTE \$	Commission Date
<b>33 - Supt of Operations</b>									
12-33-02	Energy Northwest	Radio Site Lease Agreement - Prosser Butte	#15 - Units remained the same, DNR fees have been adjusted including an annual 3% increase and CPI increase. Extended for 1 year, terms now aligning with yearend 12/31/2026.	Receivable	05/31/2015	\$0	12/31/2026	\$0	
20-33-03	Umatilla Morrow Radio Data District	Lease Agreement for Umatille Ridge Communication	#6 - No change in # of units, 7 total. Extended for 1 year, terms now aligning with yearend 12/31/2026.	Receivable	08/05/2022	\$0	12/31/2026	\$0	
<b>38 - Support Services</b>									
24-38-06	Co-Energy (Connell Oil, Inc.)	Prosser Fuel Cards	#2 - Increase funding by \$30,000.00 for a new not-to-exceed amount of \$90,000.00, and extend the term of this contract through March 19, 2027.	Payable	03/20/2024	\$30,000	03/19/2027	\$90,000	
26-38-03	Coffman Engineering	Mechanical and Electrical Engineering - Heat Pumps Replacements Adm. Bldg.			05/30/2026	\$27,000	05/30/2026	\$27,000	
21-38-04	Cook Security Group	Maintenance and Repair to Drive Thru System	#3 - Extend the term through 12/31/2026, and add \$2,000.00 bringing the total to \$27,000.00.	Payable	12/31/2023	\$15,000	12/31/2026	\$27,000	
25-38-02	Evergreen Services	Landscaping Maintenance for Kennewick & Prosser	#1 - Additional Funds of \$5,000 for added work to the scope. \$2,785.00 for high weed mow from J. Schafer.	Payable	04/30/2026	\$67,814	04/30/2026	\$72,814	03/31/2026

BPUD Procurement Contracts - 2026 Q1

All Contracts that Started, were Changed, or have a Commission Approval Date in 2026 Q1

Contract #	Vendor	Contract Title	Description (Co)	Receivable / Payable	Original End Date	Original NTE \$	Current End Date	Current NTE \$	Commission Date
<b>38 - Support Services</b>									
25-38-03	Meier Architecture & Engineering	Architecture & Engineering - Kennewick Administration Lobby Project	#2 - add additional scope of work to prepare detailed engineered cost estimate based on the final design documents	Receivable	03/31/2026	\$46,000	03/31/2026	\$49,366	
26-38-02	SPVV Lanscape Architects	Replacement of the Deteriorated entry stairs and accessible ramp at Operations		Payable	06/28/2026	\$4,500	06/28/2026	\$4,500	
<b>41 - Retail Services</b>									
97-41-04	Chelan County PUD	Enabling Agreement - Chelan County PUD	#2 - Extend term to 01/01/2030.		09/30/2022	\$0	01/01/2030	\$0	
<b>44 - Customer Service</b>									
26-44-02	Alisha Dixon	Pay As You Go Agreement		Receivable	02/11/2036		02/11/2036		
26-44-06	Benjamin & Cindy Wade	Benjamin & Cindy Wade - Pay As You Go		Receivable	02/25/2036	\$0	02/25/2036	\$0	
19-44-01	Benton & Franklin Counties Dept Of Human Services	Veterans & Active Military Low Income Discount Program	#2 - Extend contract term through 12/31/2030	Payable	12/31/2025	\$6,500	12/31/2030	\$6,500	02/12/2019
25-44-121	Benton Franklin Community Action Connections	2026 - 2028 Helping Hands & Discounts		Payable	12/31/2028	\$36,000	12/31/2028	\$36,000	
25-44-121`	Benton-Franklin Community Action Connections	2026-2028 Benton Franklin CAC - Helping Hands & Discounts - Agreement		Receivable	12/31/2028	\$36,000	12/31/2028	\$36,000	
17-43-02	Checkfree Service Corporation	Agent Authorization Agreement - Debit Settlement	#4 - Extend term to 01/31/2028.		01/31/2023	\$0	01/31/2028	\$0	
26-44-01	Cristin Pock	Cristin Pock		Receivable	02/05/2036	\$0	02/05/2036	\$0	
18-44-07	Evergreen Financial Services	Debt Collection Services	#3 - Extend term of the contract through 12/31/2029.	Payable	02/28/2022	\$0	12/31/2029	\$10,000	
26-44-04	Janet Sessoms	Pay As You Go		Receivable	02/17/2031		02/17/2031		
26-44-10	Jazmin Penaloza	Jazmin Penaloza - Pay As You Go		Receivable	03/05/2036	\$0	03/05/2036	\$0	

BPUD Procurement Contracts - 2026 Q1

All Contracts that Started, were Changed, or have a Commission Approval Date in 2026 Q1

Contract #	Vendor	Contract Title	Description (Co)	Receivable / Payable	Original End Date	Original NTE \$	Current End Date	Current NTE \$	Commission Date
<b>44 - Customer Service</b>									
26-44-09	Kimberly K. Pelletier	Kimberly K. Pelletier		Receivable	03/04/2036	\$0	03/04/2036	\$0	
26-44-12	Kyauna Hopkings	Kyauna Hopkins - Pay As You Go		Receivable	03/25/2036	\$0	03/25/2036	\$0	
26-44-07	Laurie Yniguez	Laurie Yniguez - Pay As You Go		Receivable	03/03/2036	\$0	03/03/2036	\$0	
24-44-10	Loomis Armored US, LLC	Armored Service and Electronic Safes	#1 - Increase funding by \$49,000.00, not a new NTE of \$95,200.00.	Payable	10/31/2029	\$46,200	10/31/2029	\$95,200	
26-44-03	Machelle Miller	Pay As You Go Agreement		Receivable	02/11/2036		02/11/2036		
17-43-01	Mastercard International Inc	Facilitate Online Bill Interface Through Nisc	#4 - Extend term to 01/31/2029.		01/31/2018		01/31/2029	\$0	
25-22-05	Rogers Surveying, Inc., P.S.	2026 - 2028 Annual Surveying Services		Payable	12/31/2028	\$30,000	12/31/2028	\$30,000	
26-44-08	Stephanie Livermore	Stephanie Livermore - Pay As You Go		Receivable	03/03/2036	\$0	03/03/2036	\$0	
26-44-05	Walter A. Gaviria-Ramirez	Walter A. Gaviria-Ramirez - Pay As You Go		Receivable	02/23/2036	\$0	02/23/2036	\$0	
<b>45 - Energy Programs</b>									
26-45-20	Absolute Comfort & Technology	Standard /Low Income Residential Energy Efficiency Program		Payable	09/30/2027	\$50,000	09/30/2027	\$50,000	
25-45-219	Alan Nielsen	Customer Generator Interconnection Agreement	#1 - Transferred from Lexar Homes to Alan Nielsen	Payable	12/31/2035	\$0	12/31/2035	\$0	
25-45-228	Angie & Bryan Lawson	Customer Generator Interconnection Agreement	#1 - Transferred from Landmark homes to Angie Lawson	Payable	12/31/2035	\$0	12/31/2035	\$0	
26-45-36	Ben & Ashley Giese	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
25-45-212	Benton Franklin Community Action Connection	Low-Income Energy Conservation Program Agreement			12/31/2026	\$300,000	12/31/2026	\$300,000	11/25/2025

BPUD Procurement Contracts - 2026 Q1

All Contracts that Started, were Changed, or have a Commission Approval Date in 2026 Q1

Contract #	Vendor	Contract Title	Description (Co)	Receivable / Payable	Original End Date	Original NTE \$	Current End Date	Current NTE \$	Commission Date
<b>45 - Energy Programs</b>									
25-45-213	Benton Franklin Community Action Connections (CAC)	2026-2028 Low Income Energy Conservation Program (LIECP)		Payable	12/31/2028	\$900	12/31/2028	\$900	
26-45-09	Better Mercado	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
23-22-02	Beyond the Rainbow LLC	Customer Generator Interconnection Agreement	#1 - Transferred from Dana Brown to Beyond the Rainbow LLC	Payable	12/31/2033		12/31/2033		
26-45-29	Bimalpreet Bath	Customer Generator Interconnection Agreement	#1 - Transferred from Prodigy Homes to Bimalpreet Bath	Payable	12/31/2026	\$0	12/31/2026	\$0	
25-45-110	Blair Kooper	Customer Generator Interconnection Agreement	#1 - Transferred from Titan Homes to Blair Kooper	Payable	12/31/2035	\$0	12/31/2035	\$0	
17-45-15	Bonneville Power Administration	Energy Conservation Agreement	#6 - Change order #5 was not supposed to be linked to this contract this change order removes that change order and corrects the contract back to the original Expiration date 09/30/2028.	Receivable	09/30/2021	\$0	09/30/2028	\$0	01/14/2025
26-45-01	Brett Lott Homes	Customer Generator Interconnection Agreement		Payable	12/31/2026	\$0	12/31/2036	\$0	
18-21-96	Cameron Derrick	Customer Generator Interconnection Agreement	#1 - Transferred from Max Cooper-Ford to Cameron Derrick	Payable	12/31/2028		12/31/2028		
09-45-40	Cascade Energy, LLC	NDA - Cascade Energy Engineering	#3 - Change order to update contact information, update vendor name, update CWM, and extend term through January 1, 2030.		01/01/2024	\$0	01/01/2030	\$0	
23-45-43	City of Kennewick	Authoriation to Proceed - COK Industrial Conservation Project	#1 - Extend term of contract through March 31, 2027.	Payable			03/31/2027	\$306,400	12/12/2023

BPUD Procurement Contracts - 2026 Q1

All Contracts that Started, were Changed, or have a Commission Approval Date in 2026 Q1

Contract #	Vendor	Contract Title	Description (Co)	Receivable / Payable	Original End Date	Original NTE \$	Current End Date	Current NTE \$	Commission Date
<b>45 - Energy Programs</b>									
23-45-44	City of Kennewick	Authorization to Proceed - COK Solids Facility Project	#1 - Extend term of contract through March 31, 2027.	Payable	12/12/2023	\$155,700	03/31/2027	\$155,700	12/12/2023
22-21-202	Cole Holland	Customer Generator Interconnection Agreement	#1 - Transferred from Michael Redding to Cole Holland	Payable	12/31/2032	\$0	12/31/2032	\$0	
20-21-17	Dan Ford	Customer Generator Interconnection Agreement	#1 - Transferred from Steven DeGraaf to Dan Ford	Payable	12/31/2030		12/31/2030		
26-45-37	David Sieler	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
22-21-216	Derek Keehr	Customer Generator Interconnection Agreement	#1 - Transferred from Don Cooper to Derek Keehr	Payable	12/31/2032		12/31/2032		
25-45-187	Don Cooper	Customer Generator Interconnection Agreement	#1 - Transferred from Landmark Homes to Don Cooper	Payable	12/31/2035	\$0	12/31/2035	\$0	
26-45-18	Ezekyel Ochoa	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
26-45-13	GIS Construction	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
26-45-21	Green Plan Construction	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
26-45-22	Green Plan Construction	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
26-45-23	Green Plan Construction	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
26-45-24	Green Plan Construction	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
26-45-27	Green Plan Construction	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	

BPUD Procurement Contracts - 2026 Q1

All Contracts that Started, were Changed, or have a Commission Approval Date in 2026 Q1

Contract #	Vendor	Contract Title	Description (Co)	Receivable / Payable	Original End Date	Original NTE \$	Current End Date	Current NTE \$	Commission Date
<b>45 - Energy Programs</b>									
26-45-35	Green Plan Construction	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
24-22-88	Harinder Bains	Customer Generator Interconnection Agreement	#1 - Transferred from Craftmark Custom Homes to Harinder Bains	Payable	06/13/2034	\$0	12/31/2034	\$0	
26-45-08	Jaspinder Dhillon	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
26-45-15	Jessica Roberts	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
18-21-197	Jessica Settle	Customer Generator Interconnection Agreement	#1 - Transferred from Frank Stafford to Jessica Settle	Payable	12/31/2028	\$0	12/31/2028	\$0	
26-45-10	Jimmie & Mildred Davis	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
26-45-17	Jose Monroy	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
26-45-12	Kasha Holverson	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
25-45-204	Keidryn Fabbri	Customer Generator Interconnection Agreement	#1 - Transferred from Landmark Homes to Keidryn Fabbri	Payable	12/31/2035	\$0	12/31/2035	\$0	
26-45-04	Landmark Homes	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
26-45-05	Landmark Homes	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
26-45-16	Landmark Homes	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
22-21-208	Lesly Gonzalez	Customer Generator Interconnection Agreement	#1 - Transferred from Anna Sutton to Lesly Gonzalez	Payable	12/31/2032	\$0	12/31/2032	\$0	

BPUD Procurement Contracts - 2026 Q1

All Contracts that Started, were Changed, or have a Commission Approval Date in 2026 Q1

Contract #	Vendor	Contract Title	Description (Co)	Receivable / Payable	Original End Date	Original NTE \$	Current End Date	Current NTE \$	Commission Date
<b>45 - Energy Programs</b>									
26-45-31	Morgan & Amanda Everett	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
25-45-218	Nalyta Tippalak	Customer Generator Interconnection Agreement	#1 - Transferred from Landmark Homes to Nalyta Tippalak	Payable	12/31/2035	\$0	12/31/2035	\$0	
26-45-28	Nester Valle & Johanna Guzman	Customer Generator Interconnection Agreement	#1 - Transferred from Landmark Homes to Nestor Valle & Johanna Guzman	Payable	12/31/2036	\$0	12/31/2036	\$0	
25-45-209	Nichole Icayan	Customer Generator Interconnection Agreement	#1 - Transferred from Landmark Homes to Nichole Icayan	Payable	12/31/2035	\$0	12/31/2035	\$0	
26-45-30	Pete Irby	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
26-45-19	Phillip Mar	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
26-45-34	Prodigy Homes	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
26-45-06	Prodigy Homes	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
26-45-11	Prodigy Homes	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
26-45-14	Prodigy Homes	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
25-45-100	Rodney Baugher	Customer Generator Interconnection Agreement	#1 - Transferred from Titan Homes to Rodney Baugher	Payable	12/31/2035	\$0	12/31/2035	\$0	
25-45-87	Sean Whilden	Customer Generator Interconnection Agreement	#1 - Transferred from Titan Homes to Sean Whilden	Payable	12/31/2035	\$0	12/31/2035	\$0	
23-22-56	Sonja Mata	Customer Generator Interconnection Agreement	#1 - Transferred from Gail Rice to Sonja Mata	Payable	12/31/2033	\$0	12/31/2033	\$0	

BPUD Procurement Contracts - 2026 Q1

All Contracts that Started, were Changed, or have a Commission Approval Date in 2026 Q1

Contract #	Vendor	Contract Title	Description (Co)	Receivable / Payable	Original End Date	Original NTE \$	Current End Date	Current NTE \$	Commission Date
<b>45 - Energy Programs</b>									
25-45-220	Steven Smith	Customer Generator Interconnection Agreement	#1 - Transferred from Sandhollow Homes to Steven Smith	Payable	12/31/2035	\$0	12/31/2035	\$0	
15-21-62	Theresa & Garry Eurich	Customer Generator Interconnection Agreement	#1 - Transferred from Kevin Morgan to Theresa & Garry Eurich	Payable	12/31/2025		12/31/2030		
26-45-02	Titan Homes	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
26-45-03	Titan Homes	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
26-45-32	Titan Homes	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
26-45-33	Titan Homes	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
26-45-25	Titan Homes	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
26-45-26	Titan Homes	Customer Generator Interconnection Agreement		Payable	12/31/2036	\$0	12/31/2036	\$0	
23-45-08	Xenergy Inc	NDA - Xenergy Inc	#2 - Extend NDA 07/21/2028		01/01/2026	\$0	07/21/2028	\$0	
<b>46 - Broadband</b>									
25-46-15	City of Richland	Fiber Lease Agreement - duportail & Bypass Highway COR #492-22		Payable	12/31/2030	\$16,200	12/31/2030	\$16,200	
21-46-04	Franklin PUD	Dark Fiber Lease Agreement	#2 - Increase funding for 02/01/2026 through 01/31/2027 by \$15,480.00, for a new NTE of \$92,880.00.	Payable	02/01/2026	\$31,915	01/31/2030	\$92,880	
23-46-21	Northwest Open Access Network (NoaNet)	Network Coordinated Services	#4 - Extend term of contract to 12/31/2026 and increase funding by \$1,223,719.00	Payable	12/31/2024	\$1,218,260	12/31/2026	\$3,701,157	12/09/2025

BPUD Procurement Contracts - 2026 Q1

All Contracts that Started, were Changed, or have a Commission Approval Date in 2026 Q1

Contract #	Vendor	Contract Title	Description (Co)	Receivable / Payable	Original End Date	Original NTE \$	Current End Date	Current NTE \$	Commission Date
<b>51 - Power Management</b>									
25-45-114 (B)	235 Montgomery St. Ste. 320	2026-2030 - REC Purchases		Payable	04/30/2031	\$3,197,500	04/30/2031	\$3,197,500	12/09/2025
25-51-02	Bonneville Power Administration	Power Sales Agreement - Provider of Choice Contract #26PS-25004	#1 - Change order to update Revision No. 1, Exhibit I, and update CWM.	Payable	09/30/2044	\$1,400,000,000	09/30/2044	\$1,400,000,000	10/14/2025
15-51-110	Bryce Holmes	Ely Solar Project Participation Agreement	#1 - Transferred from Leslie & Kenneth Egli to Bryce Holmes	Payable			06/30/2035		
25-45-114 (A)	Caely Renewables US, LLC	Renewable Energy Credits Purchase (2026)		Payable	04/15/2027	\$300,000	04/15/2027	\$300,000	12/09/2025
15-51-134	Citigroup Energy Inc	ISDA Agreement - Citigroup Energy Inc	#2 - Extend term of contract through January 1, 2030.		08/30/2022	\$0	01/01/2030	\$0	08/25/2015
08-51-10	Citigroup Inc C/O Citigroup Global Markets	Guarantee Of Citigroup Energy Inc.	#2 - Extend term through 01/01/2030.	Receivable	09/22/2022	\$0	01/01/2030	\$0	
01-51-13	Energy Northwest	Nine Canyon Wind Project Power Purchase Agreement	#5 - Letter of Intent - Nine Canyon Wind Project Life Extension Offtake		07/01/2023	\$0	07/01/2030	\$0	01/27/2026
13-51-03	ICE Trade Vault LLC	ICE Trade Vault Participant Agreement	#9 - Extend term of the contract through 01/01/2030.	Payable		\$5,000	01/01/2030	\$69,800	
13-51-04	ISDA Inc	ISDA Protocol Agreement Adherence Letter	#4 - Extend term of contract through 01/01/2030.		08/13/2013	\$0	01/01/2030	\$0	03/26/2013
13-51-14	Macquarie Energy LLC	Swap Reporting Agreement - Macquarie Energy LLC	#2 - Extend term of contract through 01/01/2030.		01/01/2024	\$0	01/01/2030	\$0	
96-41-08	PacifiCorp	Enabling Agreement - PacifiCorp	#2 - Extend term of contact through 01/01/2030 and update contact information.			\$0	01/01/2030	\$0	
98-41-12	PacifiCorp	Sale Netting Agreement	#2 - Extend term of contract through 01/01/2030, and update contact info.			\$0	01/01/2030	\$0	
05-51-09	Powerex Corp	ISDA Agreement - Powerex Corp	#6 - Update contract contact info.		09/30/2017	\$0	01/01/2030	\$0	61

BPUD Procurement Contracts - 2026 Q1

All Contracts that Started, were Changed, or have a Commission Approval Date in 2026 Q1

Contract #	Vendor	Contract Title	Description (Co)	Receivable / Payable	Original End Date	Original NTE \$	Current End Date	Current NTE \$	Commission Date
<b>51 - Power Management</b>									
15-51-56	Shanna Brost	Ely Solar Project Participation Agreement	#1 - Transferred from Jennifer & Hans Appel to Shanna Brost	Payable	06/30/2030	\$0	06/30/2035	\$0	
10-51-09	The Energy Authority (TEA)	Master Transmission Rights Assignment Agreement - (TEA)	#2 - Change order to extend the term of the contract through January 1, 2030.		09/30/2022	\$0	01/01/2030	\$0	
23-51-03	The Energy Authority (TEA)	Resource Management Agreement & Task Order 1	#7 - Change Order to sign Cal26WCW BPUD-TEA-Green Partial for 2026 TEA-BPUD-17k ?V26 RECs - WA RPA Partrial for 2026	Payable	09/30/2028	\$2,500,000	09/30/2028	\$2,500,000	08/22/2023



Tariff Reporting

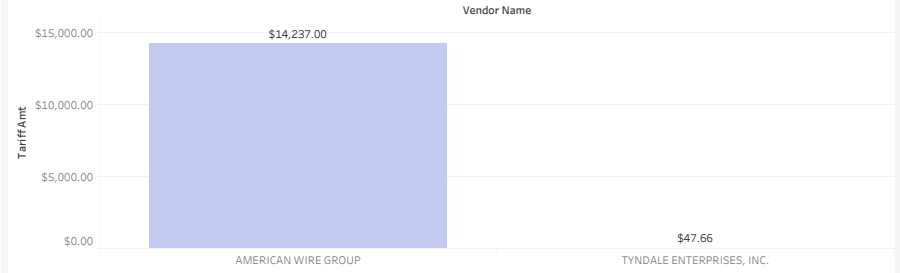
Start Date  
1/1/2026

End Date  
3/31/2026

Tariff Quarterly Summary

Vendor Name	Quarter of Invoice Date	Invoice Ttl Before Tariff	Invoice Total Tariff Amt	Invoice Total After Tariff	Tariff %
AMERICAN WIRE GROUP	2026 Q1	\$156,151.42	\$14,237.00	\$170,388.42	36.5%
	<b>Annual Total</b>	<b>\$156,151.42</b>	<b>\$14,237.00</b>	<b>\$170,388.42</b>	<b>36.5%</b>
TYNDALE ENTERPRISES, INC.	2026 Q1	\$1,333.75	\$47.66	\$1,381.41	17.9%
	<b>Annual Total</b>	<b>\$1,333.75</b>	<b>\$47.66</b>	<b>\$1,381.41</b>	<b>17.9%</b>
<b>Grand Total</b>		<b>\$157,485.17</b>	<b>\$14,284.66</b>	<b>\$171,769.83</b>	<b>54.3%</b>

Tariff Totals by Vendor




Tariff Line Detail

Vendor Id	Vendor Name	Invoice Number	Invoice Date	PO Number	PO Line Number	Amount	Addtl Charge Ttl	Discount	Invoice Discount	Use Tax	Sales Tax	Invoice Ttl Before Tariff	Tariff Amt	Invoice Total After Tariff	Tariff %
1163	TYNDALE ENTERPRISES, INC.	4232090	1/5/2026	56711	3	\$191.50	\$7.47	\$0.00	\$0.00	\$0.00	\$17.51	\$209.01	\$7.47	\$216.48	3.6%
1163	TYNDALE ENTERPRISES, INC.	4235120	1/6/2026	N/A	-5	(\$68.50)	(\$2.67)	\$0.00	\$0.00	\$0.00	(\$6.26)	(\$74.76)	(\$2.67)	(\$77.43)	3.6%
1163	TYNDALE ENTERPRISES, INC.	4237286	1/8/2026	N/A	-5	(\$323.50)	(\$12.62)	\$0.00	\$0.00	\$0.00	(\$29.58)	(\$353.08)	(\$12.62)	(\$365.70)	3.6%
1163	TYNDALE ENTERPRISES, INC.	4244926	1/14/2026	56711	3	\$1,279.00	\$49.88	\$0.00	\$0.00	\$0.00	\$116.96	\$1,395.96	\$49.88	\$1,445.84	3.6%
1163	TYNDALE ENTERPRISES, INC.	4258295	1/22/2026	56711	3	\$143.50	\$5.60	\$0.00	\$0.00	\$0.00	\$13.12	\$156.62	\$5.60	\$162.22	3.6%
4218	AMERICAN WIRE GROUP	AWG-ARI-006933	3/5/2026	57755	1	\$11,870.00	\$1,187.00	\$0.00	\$0.00	\$0.00	\$1,149.02	\$13,019.02	\$1,187.00	\$14,206.02	9.1%
4218	AMERICAN WIRE GROUP	AWG-ARI-006933	3/5/2026	57755	2	\$12,900.00	\$1,290.00	\$0.00	\$0.00	\$0.00	\$1,248.72	\$14,148.72	\$1,290.00	\$15,438.72	9.1%
4218	AMERICAN WIRE GROUP	AWG-ARI-006933	3/5/2026	57755	3	\$69,150.00	\$6,915.00	\$0.00	\$0.00	\$0.00	\$6,693.72	\$75,843.72	\$6,915.00	\$82,758.72	9.1%
4218	AMERICAN WIRE GROUP	AWG-ARI-006933	3/5/2026	57755	4	\$48,450.00	\$4,845.00	\$0.00	\$0.00	\$0.00	\$4,689.96	\$53,139.96	\$4,845.00	\$57,984.96	9.1%



# COMMISSION AGENDA ACTION FORM

<b>Meeting Date:</b>	April 14, 2026	
<b>Subject:</b>	Completion and Acceptance of Contract #22-32-01 Alamon Inc. (Year 4)	
<b>Authored by:</b>	Brian Cramer	Staff Preparing Item
<b>Presenter:</b>	Michelle Ochweri	Staff Presenting Item (if applicable or N/A)
<b>Approved by:</b>	Jon Meyer	Dept. Director/Manager
<b>Approved for Commission:</b>	Rick Dunn 	General Manager
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Business Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Other Business	<input checked="" type="checkbox"/> Pass Motion <input type="checkbox"/> Pass Resolution <input checked="" type="checkbox"/> Contract / Change Order <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Info Only <input type="checkbox"/> Info Only/Possible Action <input type="checkbox"/> Presentation Included	

**Motion for Commission Consideration:**

Motion authorizing the General Manager on behalf of the District to sign Contract Project Completion and Acceptance for Wood Pole Inspection and Treatment by Alamon Inc Contract #22-32-01, (CPO #55649 Year 4 of Contract), in the amount of \$249,928.45 including Washington State sales tax in accordance with RCW 54.04.080.

**Background/Summary**

The District entered into a contract on January 1, 2022, with Alamon Inc. to provide Wood Pole Inspections and Testing for a year with the option to extend annually up to four years. The work for the fourth year of this contract (2025) is complete.

**Recommendation**

The work for this project from Alamon Inc. has been provided and the invoices for services have been received and paid; therefore, the retainage is now ready to be released.


**Fiscal Impact**

This project completion and acceptance will have no additional fiscal impact on the District.





# COMMISSION AGENDA ACTION FORM

<b>Meeting Date:</b>	April 14, 2026	
<b>Subject:</b>	Completion and Acceptance of Contract #25-20-02 – Absco Solutions	
<b>Authored by:</b>	Jennifer Holbrook	Staff Preparing Item
<b>Presenter:</b>	Michelle Ochweri	Staff Presenting Item (if applicable or N/A)
<b>Approved by:</b>	Jon Meyer	Dept. Director/Manager
<b>Approved for Commission:</b>	Rick Dunn 	General Manager
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Business Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Other Business	<input checked="" type="checkbox"/> Pass Motion <input type="checkbox"/> Pass Resolution <input type="checkbox"/> Contract / Change Order <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Info Only <input type="checkbox"/> Info Only/Possible Action <input type="checkbox"/> Presentation Included	

**Motion for Commission Consideration:**

Motion authorizing the General Manager on behalf of the District to sign Contract Project Completion and Acceptance for Enterprise Security System by Absco Solutions Contract #25-20-02, in the amount of \$242,978.75 including Washington State sales tax in accordance with RCW 54.04.080.

**Background/Summary**

The District entered into a contract on March 1, 2025, with Absco Solutions for the implementation of phase three of our Enterprise Security System. This work was completed and accepted by the District on December 30, 2025.

**Recommendation**

The work for this project from Absco Solutions has been completed and the invoices have been received and paid; therefore, the retainage bond can be released.


**Fiscal Impact**

This project completion and acceptance will have no additional fiscal impact on the District.





# COMMISSION AGENDA ACTION FORM

<b>Meeting Date:</b>	April 14, 2026	
<b>Subject:</b>	Completion and Acceptance of Contract #25-46-08 – Paramount Communications Inc.	
<b>Authored by:</b>	Jennifer Holbrook	Staff Preparing Item
<b>Presenter:</b>	Michelle Ochweri	Staff Presenting Item (if applicable or N/A)
<b>Approved by:</b>	Jon Meyer	Dept. Director/Manager
<b>Approved for Commission:</b>	Rick Dunn 	General Manager
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Business Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Other Business	<input checked="" type="checkbox"/> Pass Motion <input type="checkbox"/> Pass Resolution <input type="checkbox"/> Contract / Change Order <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Info Only <input type="checkbox"/> Info Only/Possible Action <input type="checkbox"/> Presentation Included	

**Motion for Commission Consideration:**

Motion authorizing the General Manager on behalf of the District to sign Contract Project Completion and Acceptance for 2025 Badger Rd. TGB Backbone Build by Paramount Communications, Inc. Contract #25-46-08, in the amount of \$229,664.05 including Washington State sales tax in accordance with RCW 54.04.080.

**Background/Summary**

The District entered into a contract on September 23, 2025, with Paramount Communications, Inc. for the 2025 Badger Rd. TGB Backbone Build. This work was completed and accepted by the District on March 12, 2026.

**Recommendation**

The work for this project from Paramount Communications, Inc. has been completed and the invoices have been received and paid; therefore, the retainage bond can be released.

**Fiscal Impact**

This project completion and acceptance will have no additional fiscal impact on the District.



**PROJECT COMPLETION AND ACCEPTANCE  
(Contracts \$120,000 before tax and greater)**

TO: Commission/General Manager      CONTRACT NUMBER : 25-46-08  
BENTON PUD                                      PO NUMBER                                      : 58170

The following information is submitted to the Commission/General Manager after being reviewed and certified as being accurate by District staff. The work has been fully completed and approved by the staff.

CONTRACT TITLE                                      : 2025 Badger Rd. TGB Backbone Build  
CONTRACT DESCRIPTION                            : 2025 Badger Rd. TGB Backbone Build  
CONTRACTOR NAME                                 : Paramount Communications, Inc.  
UBI NUMBER                                         : 601685168  
AFFIDAVIT NUMBER                                 : 1505853  
DATE WORK COMMENCED                         : 10/07/2025  
DATE WORK COMPLETED                         : 12/29/2025  
DATE ACCEPTED BY STAFF                        : 03/12/2026  
CONTRACT BID AMOUNT                            : \$220,088.25  
CONTRACT ADDITIONS                             : (\$7,633.07)  
ACTUAL CONTRACT AMOUNT                       : \$212,455.18  
SALES TAX    : \$17,208.87  
TOTAL CONTRACT AMOUNT                        : \$229,664.05  
AMOUNT RETAINED                                : \$11,004.41 (retainage bond)

Submitted by Michelle Ochweri                      Date: 03/16/2026


Accepted by Commission 04/14/2026  
(Date)

\_\_\_\_\_  
Rick Dunn, General Manager

Bonding Co.      Nationwide Mutual Insurance Company



# COMMISSION AGENDA ACTION FORM

<b>Meeting Date:</b>	April 14 <sup>th</sup> ,2026	
<b>Subject:</b>	Contract Award – Padmount Switchgear – PME9 – Contract #26-21-04 - Anixter Inc. (S&C)	
<b>Authored by:</b>	Camron Smith	Staff Preparing Item
<b>Presenter:</b>	Evan Edwards	Staff Presenting Item (if applicable or N/A)
<b>Approved by:</b>	Steve Hunter	Dept. Director/Manager
<b>Approved for Commission:</b>	Rick Dunn 	General Manager
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Business Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Other Business	<input checked="" type="checkbox"/> Pass Motion <input type="checkbox"/> Pass Resolution <input checked="" type="checkbox"/> Contract / Change Order <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Info Only <input type="checkbox"/> Info Only/Possible Action <input type="checkbox"/> Presentation Included	

**Motion for Commission Consideration:**

Motion to reject Anixter Inc. (Hubbell), Hubbell is not currently a District approved manufacturer for Padmount Switchgear; and to authorize the General Manager, on behalf of the District, to award Contract #25-21-16 to Anixter Inc. (S&C) for four (4) – PME-9 Padmount Switchgear units in the amount of \$130,112.00 plus Washington State sales tax all in accordance with RCW 54.04.080 and applicable tariff costs at time of delivery.

**Background/Summary**

Bids were opened March 25<sup>th</sup>, 2026, at 3:00 p.m. for the procurement of 4 PME-9 Padmount Switchgear units.

Vendor / Manufacturer	Cost (\$ / Unit)	Total Price (\$)	Delivery	Engineer's Estimate (\$/unit)	Engineer's Estimate (\$/unit) +15%
Anixter / Hubbell	\$25,774.00	\$103,096.00	30-32 wks	\$41,077.016	\$47,238.568
<b>Anixter / S&amp;C</b>	<b>\$32,528.00</b>	<b>\$130,112.00</b>	<b>30-32 wks</b>		

Note: Tariffs shall be determined and negotiated by the district in accordance with the law.

**Recommendation**

Awarding this bid to Anixter for this equipment purchase will replenish the District’s inventory of PME-9 Padmount Switchgear.

**Fiscal Impact**

The PME-9 Padmount Switchgear costs in the recommendation are \$130,122 plus sales tax. These will be accounted for in main feeder related capital construction projects included in the 2026 capital budget.



Contract # 26-21-04

**CONTRACT  
MATERIALS/EQUIPMENT**

This agreement is made and entered into on the 14<sup>th</sup> day of April, 2026, by and between:

**PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY**, hereinafter referred to as "the District",  
AND  
**ANIXTER INC.** hereinafter referred to as "the Vendor".

WITNESSETH:

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

1. SCOPE OF WORK: Furnish Padmount Switchgear PME 9 per Bid pkg. #26-21-04.
2. DELIVERY & ACCEPTANCE:

The Vendor shall deliver the Padmount Switchgear PME 9 F.O.B. destination to the District 32 weeks After Receipt of Order (ARO); failure to do so may result in damage to the District.

Testing and Acceptance of conforming items by the District 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 of the Vendor 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 Vendor whichever occurs later.

The District agrees to pay the Vendor for the material/equipment the sum of One Hundred Thirty Thousand, One Hundred Twelve Dollars (\$130,112.00), plus applicable Washington State Sales Tax.

4. GUARANTEE:

The Vendor guarantees the Padmount Switchgear PME 9 against all defects in workmanship, materials, and in design as stated on the warranty provided by Anixter Inc.



Contract # 26-21-04

5. PERFORMANCE BOND:

The Vendor 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.

**PUBLIC UTILITY DISTRICT NO. 1  
OF BENTON COUNTY**

**ANIXTER INC.**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

UBI NO. \_\_\_\_\_



Contract # 26-21-04

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That whereas, **Public Utility District No. 1 of Benton County**, Washington, a municipal corporation, hereinafter designated as the "District", has entered into an agreement dated April 14, 2026, with, **Anixter Inc.** hereinafter designated as the "Vendor", providing for Padmount Switchgear PME 9, which agreement is on file at the District's office and by this reference is made a part hereof.

NOW, THEREFORE, We, the undersigned Vendor as principal, and a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ and duly authorized to do a surety business in the State of Washington, as surety, are held and firmly bound into the State of Washington and the District in the sum of

**(\$130,112.00) plus Washington State sales tax**

for the payment of which we do jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that if the said principal, his heirs, representatives or successors, shall well and truly keep and observe all of the covenants, conditions, and agreements in said contract and shall faithfully perform all of the provisions of the contract, pay all taxes of the Vendor arising therefrom, and pay all laborers, mechanics, subcontractors, and material men and all persons who shall supply such person or subcontractors with provisions and supplies for carrying on such work, and shall indemnify and save harmless the District, their officers, and agents, from any and all claims, actions or damage of every kind and description including attorneys' fees and legal expense and from any pecuniary loss resulting from the breach of any of said terms, covenants, or conditions to be performed by the Vendor:

AND FURTHER, that the Vendor will correct or replace any defective work or materials discovered by the said District within a period of one year from the date of acceptance of such work or material by said District, then this obligation shall become null and void; otherwise, it



Contract # 26-21-04

shall be and remain in full force and effect.

No change, extension of time, alteration, or addition to the work to be performed under the agreement shall in any way affect Vendor's or surety's obligation on this bond, and surety does hereby waive notice of any change, extension of time, alterations, or additions thereunder.

This bond is furnished in pursuance of the requirements of Sections 54.04.080 et seq. of Revised Code of Washington, and, in addition to other Vendors and surety to the District for the use and benefit of said District together with all laborers, mechanics, subcontractors, material men, and all persons who supply such person or subcontractors with provisions and supplies for the carrying on of the work covered by the agreement to the extent required by said Revised Code of Washington.

IN WITNESS WHEREOF, the said Vendor and the said surety have caused this bond to be signed and sealed by their duly authorized officers this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Surety


\_\_\_\_\_  
Title

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Title



# COMMISSION AGENDA ACTION FORM

<b>Meeting Date:</b>	April 14, 2026	
<b>Subject:</b>	Setting Public Hearing for public input on the 2026 Resource Plan	
<b>Authored by:</b>	Blake Scherer	Staff Preparing Item
<b>Presenter:</b>	Blake Scherer	Staff Presenting Item (if applicable or N/A)
<b>Approved by:</b>	Jon Meyer	Dept. Director/Manager
<b>Approved for Commission:</b>	Rick Dunn 	General Manager/Asst GM
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Business Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Other Business	<input checked="" type="checkbox"/> Pass Motion <input type="checkbox"/> Pass Resolution <input type="checkbox"/> Contract/Change Order <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Info Only <input type="checkbox"/> Info Only/Possible Action <input type="checkbox"/> Presentation Included	

## Motion for Commission Consideration:

Motion setting a Public Hearing for the purpose of public input on the 2026 Resource Plan on Tuesday, May 12, 2026, at 9:00 a.m., to be held at the District’s Administration Office located at 2721 West 10th Avenue, Kennewick, Washington, as well as via conference call at 1-323-553-2644, conference ID 359 861 969#, and directing the General Manager to publish the notice of the public hearing date, time and location.

## Background/Summary

Revised Code of Washington (RCW) Chapter 19.280 requires electric utilities to prepare resource plans every two years. The RCW requires the Commission to encourage participation of its consumers in development of the plans and to approve the plans after it has provided public notice and hearing. The final plan must be submitted to the Department of Commerce by September 1, 2026. The District’s 2024 Resource Plan was approved by Resolution No. 2681 on August 27, 2024. Refer to the District’s Resource Plan website for the latest information on the development of the 2026 Resource Plan. <sup>1</sup>

Today’s motion is to set the date and time for the first of three public hearings the District has planned to allow for customers and interested stakeholders to provide input. All meetings will include a virtual and phone option in addition to in-person attendance. The proposed public hearing schedule is shown below:

- |                                    |   |                                  |
|------------------------------------|---|----------------------------------|
| 1. 9 a.m., Tuesday, May 12, 2026:  | <b>Public Hearing #1 – Introduction</b> | <b>**Today’s motion to set**</b> |
| 2. 9 a.m., Tuesday, June 9, 2026:  | Public Hearing #2 – Draft review        | <b>**Proposed**</b>              |
| 3. 9 a.m., Tuesday, July 14, 2026: | Public Hearing #3 – Final approval      | <b>**Proposed**</b>              |

<sup>1</sup> Benton PUD’s website: <https://www.bentonpud.org/resource-plan>

**Recommendation**


Recommend setting a public hearing to provide an opportunity for customers and interested stakeholders to provide input to the District during the development of, and prior to the adoption of, the 2026 Resource Plan.

**Fiscal Impact**

N/A



# COMMISSION AGENDA ACTION FORM

<b>Meeting Date:</b>	April 14, 2026	
<b>Subject:</b>	2026 Internal Audit Plan & Report on 2025 Internal Audits	
<b>Authored by:</b>	Kent Zirker	Staff Preparing Item
<b>Presenter:</b>	Kent Zirker	Staff Presenting Item (if applicable or N/A)
<b>Approved by:</b>	Jon Meyer	Dept. Director/Manager
<b>Approved for Commission:</b>	Rick Dunn 	General Manager/Asst GM
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Business Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Other Business	<input type="checkbox"/> Pass Motion <input type="checkbox"/> Pass Resolution <input type="checkbox"/> Contract/Change Order <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Info Only <input type="checkbox"/> Info Only/Possible Action <input type="checkbox"/> Presentation Included	

**Motion for Commission Consideration:**

None.

**Background/Summary**

In accordance with the District’s Governance Policies, staff identifies an internal audit plan each year and provides the Commission with an update of the results of those audits. The agenda item contains a high-level summary of the plan for 2026 and results from the 2025 internal audits. More information and audit timing for each routine and special audit is provided in the attached 2026 Audit Plan. The audit plan includes a more detailed report on the 2025 internal audit results.

**2026 Audit Plan**

In addition to routine audits, special audits planned for 2026 include a review of line extensions/shared development costs and utility billing adjustments. Staff will periodically review the plan to consider if it should be updated. In accordance with the Governance Policies, the District Auditor has developed an internal audit plan for 2026 and will provide a periodic update of internal audit activities being performed.

**2025 Internal Audits**

*Routine Internal Audits*

The Accounting staff, including other departments, completed routine reviews as scheduled, which in part included monthly surprise cash counts, adjustments to employee accounts, review of city occupation tax, and Configuration Change Management. Staff also participated in the annual physical count of inventory. These audits were completed with no significant items to note. Scheduled routine audits will continue to be completed as scheduled.

### *Special Internal Audits*

The following special internal audits were conducted by Accounting staff and completed with no significant items to note:

1. Performed a review of various departments compliance with the District's non-capitalized items policy to determine if departments are maintaining a listing, descriptions, and detail adequate for tracking items.
2. Performed a review of gift cards and items purchased for District program awards and recognition to determine if purchases were made according to District policies, were authorized, support with adequate documentation, and were safeguarded until dispersed.
3. Performed a review of miscellaneous receivable (MR) billings to determine if MRs had sufficient documentation to support the amount and authorized to bill.
4. Performed a review of mileage reporting of fleet assets. Fleet expenses are allocated based on mileage. Mileage reporting has improved and Accounting staff continue monitor reporting.

### **Recommendation**

None.

### **Fiscal Impact**

None.

---

**PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY**  
*Internal Audit Plan*  
**2026**

---

**Purpose:** The internal audit plan is intended to demonstrate efforts by the District Auditor to provide reasonable assurance as to the internal control systems that provide for the safeguarding of assets from unauthorized use or disposition, adherence to District plans, policies, and procedures, and compliance with applicable laws and regulations. It is also intended to comply with the District’s Governance Policies.

The internal audit program is intended to provide management and employees with guidelines of good business practices and controls to assist them in fulfilling their responsibilities to the District. Various controls will be assessed through the internal audit process, and audits may be addressed proactively or investigated as a result of issues raised by management, employees or the Commission. Internal audits may not be inclusive of all risks, and sound management judgment should be exercised in all matters of District business.

**Planning:** Each employee performing an internal audit will determine and understand the District’s related policies and procedures, as well as any State or federal legal provisions related to the audit.

**Procedure:** Internal audit procedures will be developed for recurring internal audits, such as surprise cash counts, employee account adjustments, and for special audits.

**Documentation:** Appropriate documentation will be maintained for each internal audit.

**Reports:** The results of internal audits will be reviewed by the District Auditor and shared with the appropriate management. The District Auditor will report to the Commission on the progress and results of internal audits in accordance with the Governance Policies.

**PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY**  
**Internal Audit Plan**  
**2026**

The following internal audits are planned for 2026:

Audit Scope	Audit Period	Expected Review
<b>Special Audits:</b>		
Line Extensions/Shared Development Costs	2025-26	Q3
Utility Billing Adjustments	2025-26	Q3
<b>Routine Audits:</b>		
Configuration Change Management	2026	Q4
Surprise cash counts	Ongoing	Bi-Monthly
City tax audit	Ongoing	Quarterly
CAC file review	2026	Q3
Sales/use tax review (semi-annual)	7/25 - 6/26	Q2, Q4
Cashier overs/shorts (semi-annual)	7/25 - 6/26	Q2, Q4
Employee account adjustments (semi-annual)	7/25 - 6/26	Q2, Q4
Physical count of District inventory	2026	Q4

The following internal audits were conducted as part of the 2025 plan/report (see *Attachment I*):

Audit Scope	Audit Period
<b>Special Audits:</b>	
Miscellaneous Receivable Billings	2025
Gift Cards/Recognition items	2024-25
Noncapitalized Items	2025
Fleet Assets Mileage Reporting	2025
<b>Routine Audits:</b>	
Configuration Change Management	2025
Surprise cash counts	Ongoing
City tax audit	Ongoing
CAC file review	2024/25
Sales/use tax review (semi-annual)	7/23 - 6/24
Cashier overs/shorts (semi-annual)	7/23 - 6/24
Employee account adjustments (semi-annual)	7/23 - 6/24
Physical count of District inventory	2025

---

**PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY**  
***Internal Audits***  
**2025**

---

**SPECIAL AUDITS**

**Noncapitalized Items (Small & Attractive)**

***Scope***

Perform a review of departments compliance with the District's control over non-capitalized items policy. Determine if departments are maintaining a listing, descriptions, and detail adequate for tracking items.

***Results***

Staff completed the review and determined departments are tracking non-capitalized items in accordance with the policy.

**Gift Cards for Awards and Recognition**

***Scope***

Performed a review of gift cards and items purchased for District program awards and recognition to determine if purchases were made according to District policies, were authorized, adequate supporting documentation, and were safeguarded until dispersed.

***Results***

Staff completed the review and determined District policies were followed in purchasing and dispersing gift cards and items for District programs.

**Fleet Assets Mileage Reporting**

***Scope***

Perform a review of mileage reporting of fleet assets. Determine if the asset tracking list is up to date and current mileage is being properly collected and reported to Payroll.

***Results***

The review found most vehicle mileage was being reported to Accounting. There was one vehicle in which mileage was not reported. The mileage on this vehicle was inconsequential to the overall total mileage. Additionally, the vehicle usage did not warrant maintenance during the year, which if it had, the mileage would have been collected at that time. No further action is needed.

**Miscellaneous Receivable (MR) Billing Documentation****Scope**

Perform a review of MR billings and adjustments to determine if the billings/adjustments are authorized and have sufficient documentation support. Review MR billings for the period January 2025 through December 2025. A total of 490 MRs were identified for the period.

**Results**

The review found all MR billings/adjustments were for legitimate transactions, although supporting documentation for MR billings could be improved. The review identified 47 of the 490 MRs did not have sufficient documentation. Recommendations were made to respective staff and all items have been corrected.

**ROUTINE AUDITS****Physical Inventory**

The District's annual physical count of inventory items was conducted in Q4 of 2025. A total of 1578 items valued at \$13.1 million were counted with a net overage of \$2,526.

**Benton Franklin Community Action Connection (CAC)**

An review was performed reviewing 13 files for customers receiving low-income assistance with conservation measures in 2025. No exceptions were noted.

**City Tax Review****Scope**

The District regularly updates its data and reviews for tax compliance. District staff review changes in city boundaries, placement of meters, and irrigated parcels over five acres within and around city limits.

**Results**

Variances were reviewed and resolved in a timely manner.

**Sales/Use Tax Review****Scope**

Four internal reviews were conducted during 2025 of the District's accounts payable and purchase card transactions, two each respectively. The reviews covered the six-month periods of July-December 2024 and January-June 2025. The reviews included 99% of the dollar value of the District's accounts payable and purchase card transactions. Research was conducted on questionable items for compliance with State laws and follow-up communications were made with the appropriate staff.

**Results**

For accounts payable transactions, a review of 3,481 voucher lines identified a net underpayment of \$3154 of sales/use tax. For purchase card transactions, a review of 3,218 transactions identified a net overpayment of \$113 of sales/use tax. The District's records were

corrected and the net amount due from the District was applied on the next excise tax remittance to the Department of Revenue.

### **Surprise Cash Counts**

#### **Scope**

Surprise cash counts are conducted regularly with a program to count all 20 cash drawers and petty cash funds in both Kennewick and Prosser offices. The objective of these surprise cash counts is to ensure compliance with the District's *Cash Control Policy* and the *Petty Cash Policy and Procedure*. A report of each surprise cash count is made to the District Auditor, Director of Customer Service & Treasury Operation, Accounting Manager, and Customer Service management.

#### **Results**

No notable discrepancies were noted during the 2025 surprise cash counts.

### **Adjustments to Employee Accounts**

#### **Scope**

An internal review is performed on a semi-annual basis to review adjustments to employee accounts in NISC Service module. The objective of this review is to ensure that no employee is granted preferential treatment and that all account activity conforms to standard District policies and procedures.

#### **Results**

No unusual activity was noted during the year.

### **Cashier Over/Shorts**

#### **Scope**

An internal review is performed on a semi-annual basis to review cashier overages and shortages in the NISC Service module. The objective of this review is to ensure compliance with the District's *Cash Control Policy* and to provide performance information to management. This excludes deposits for electronic payment transactions, such as sales of wholesale power, investment maturities, and customer payments received directly or through District self-service payment options or customer bank bill payment sites. The results were shared with the Senior Director of Finance and Customer Service and Customer Service management.

#### **Results**

For the period of July 2024 to December 2024, 7,627 cash payments were tendered for approximately \$873,000. Of this total, there were 8 overages and 8 shortages for a net variance of \$103 and an error rate of 2.1 per 1,000 transactions (3-year average is 1.5 per 1,000).

For the period of January 2025 to June 2025, 8,439 cash payments were tendered for approximately \$1.2 million. Of this total, there were 10 overages and 6 shortages for a net variance of (\$6) and an error rate of 1.9 per 1,000 transactions. (3-year average is 2.0 per 1,000)

**Configuration Change Management**

***Scope***


IT staff performed a review of application changes for the Avigilon, and Tenable systems, as outlined in the IT Configurations and Change Management Program. The primary scope of the review was to ensure changes to the application were tracked, reviewed, approved, and controlled in accordance with District policies. In addition, IT staff performed its annual user security review of the SCADA, Cascade, TRIM, CIS, ABS, OMS, GIS, and AMI systems.

***Results***

There were no significant exceptions found.



# COMMISSION AGENDA ACTION FORM

<b>Meeting Date:</b>	April 14, 2026	
<b>Subject:</b>	Contract Recommendation – Anterix, Inc. Contract #26-20-01	
<b>Authored by:</b>	Jennifer Holbrook	Staff Preparing Item
<b>Presenter:</b>	Jennifer Holbrook	Staff Presenting Item (if applicable or N/A)
<b>Approved by:</b>	Jennifer Holbrook	Dept. Director/Manager
<b>Approved for Commission:</b>	Rick Dunn 	General Manager
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Business Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Other Business	<input checked="" type="checkbox"/> Pass Motion <input type="checkbox"/> Pass Resolution <input checked="" type="checkbox"/> Contract / Change Order <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Info Only <input type="checkbox"/> Info Only/Possible Action <input type="checkbox"/> Presentation Included	

**Motion for Commission Consideration:**

Motion Authorizing the General Manager on behalf of the District to sign and award Contract #26-20-01 in substantially the form presented to Anterix, Inc for the acquisition of licensed 900 MHz spectrum in the amount of \$771,000.00 plus Washington State sales tax all in accordance with RCW 54.04.080.

**Background/Summary**

Since 2023, staff have been evaluating long-term communication network alternatives to support the District’s Supervisory Control and Data Acquisition (SCADA) system and broader operational technology (OT) needs. This effort aligns with the District’s strategic objective to develop a next-generation telecommunications network that supports a reliable, resilient, and secure “21st Century Grid,” improving operational visibility, system efficiency, and service reliability.

Over the past decade, the District has made significant investments in foundational technologies, including deployment of a robust fiber network, advanced metering infrastructure (AMI), and two-way communications systems. However, continued growth in connected field devices and increasing data requirements have exposed limitations in the existing communications architecture.

The current SCADA communications system relies heavily on legacy narrowband radio (MAS) and commercial cellular networks. This architecture presents several challenges, including limited bandwidth, constrained data throughput, lack of redundancy, and insufficient coverage in portions of the service territory. Additionally, the system lacks modern capabilities such as remote device management, over-the-air updates, and advanced cybersecurity protections. These limitations are compounded by rapid system growth, with SCADA points and connected devices increasing significantly in recent years.

To address these challenges, the District completed a comprehensive telecommunications study, supported by Federal Engineering, to evaluate viable alternatives. Four primary options were considered: enhancing the existing radio network, implementing a point-to-multipoint field area network, deploying a mesh network, and implementing a private Long-Term Evolution (pLTE) network. Based on technical, operational, and financial analysis, pLTE emerged as the preferred solution due to its superior scalability, high data throughput, long-range coverage, and ability to support modern security standards and future applications.

A key outcome of this evaluation is the recognition that access to licensed spectrum is foundational to any long-term communications solution. Transitioning from narrowband, site-based licensing to geographically licensed spectrum enables significantly greater bandwidth, improved reliability, and enhanced scalability. pLTE technology operating in the 900 MHz band provides an optimal balance of coverage, performance, and infrastructure efficiency for utility operations.

### **Recommendation**

Staff recommends authorizing the acquisition of licensed 900 MHz spectrum from Anterix to support deployment of a private LTE (pLTE) communications network.

Acquiring this spectrum is a critical step in modernizing the District's communications infrastructure and will provide the foundation for a secure, reliable, and scalable network capable of supporting current SCADA requirements and future grid modernization initiatives over the next 20–30 years.

The proposed pLTE network will:

- Provide significantly increased data capacity and throughput
- Improve system reliability and resiliency through redundant communication paths
- Enable modern cybersecurity protections, including encryption and over-the-air updates
- Enhance operational visibility and control of field devices
- Support future applications such as advanced grid monitoring, automation, and potential commercial broadband opportunities

### **Fiscal Impact**

The not-to-exceed amount for the license sale agreement is \$771,000. This expenditure was included in the District's 2026 Capital Plan and is incorporated into the most recent financial forecasts. No additional budget appropriation is required at this time.

**CONFIDENTIAL & PROPRIETARY**

**SPECTRUM LICENSE SALE AGREEMENT**

**between**

**PDV SPECTRUM HOLDING COMPANY, LLC (“SELLER”)**

**and**

**PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY (“BUYER”)**

**THIS SPECTRUM LICENSE SALE AGREEMENT** (“Agreement”), dated as of [REDACTED], 2026 (“Effective Date”), is entered into by and between PDV Spectrum Holding Company, LLC, a Delaware limited liability company, a wholly owned subsidiary of Anterix Inc. (“Seller”), and Public Utility District No. 1 of Benton County, an Electric utility (Public Utility District) (“Buyer”). Buyer and Seller may be referred to individually as a “Party” or collectively as the “Parties”.

### RECITALS

**WHEREAS**, the Federal Communications Commission (“FCC”) has adopted rules designating the 897.5-900.5/936.5-939.5 MHz portion of the 896-901/935-940 band as the 900 MHz broadband segment (“900 MHz Broadband Segment”) and created the regulatory framework for 900 MHz broadband licensing;

**WHEREAS**, the Federal Communications Commission (“FCC”) has adopted rules designating the 896-901/935-940 band as an alternative 900 MHz broadband segment (“900 MHz Expanded Broadband Segment”) and created the regulatory framework for 900 MHz broadband licensing;

**WHEREAS**, Seller intends to acquire the licenses to be issued by the FCC for the 900 MHz Expanded Broadband Segment in the Buyer’s service geographic area (“Service Area”) as identified in Schedule A (“BB License”); and

**WHEREAS**, Seller desires to sell, and Buyer desires to purchase, all of Seller’s right, title and interest in and to the BB License authorizing use of the 900 MHz Expanded Broadband Segment spectrum (“Purchased Spectrum”) for Buyer’s deployment of broadband services and technologies in the Service Area(s), subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, warranties, covenants, agreements, and conditions herein contained, and intending to be legally bound, the Parties hereto agree as follows:

### ARTICLE I

#### THE TRANSACTION

**1.1 Sale and Purchase of BB License.** Upon the terms and subject to the conditions hereinafter set forth, at the Closing (as defined in Section 2.2), Seller shall sell and deliver to Buyer, and Buyer will purchase and acquire from Seller, all of Seller’s right, title and interest in and to the Purchased Spectrum in the Service Area, in consideration of the payment by Buyer to Seller of the Purchase Price (as defined below in Section 1.2). Such sale of Purchased Spectrum rights shall be effected by the assignment of the BB License in the Service Area from Seller to Buyer.

**1.2 Purchase Price.** The consideration to be paid by Buyer to Seller (or to Seller’s designated entity) for the Purchased Spectrum and the associated BB License hereunder shall be Seven Hundred Seventy-One Thousand Dollars (\$771,000.00) (the “Purchase Price”) which shall be payable in accordance with Section 1.3, Section 1.4, and Schedule A.

**1.3 Payment of Purchase Price.** Buyer shall pay the Purchase Price to Seller as set forth in this Section 1.3, Section 1.4, and in Schedule A, in immediately available funds to such account(s) as Seller shall designate, as follows:

1.3.1 **Upfront Payment.** Two Hundred Fifteen Thousand Dollars (\$215,000.00) due within thirty (30) days of the Effective Date of this Agreement as set forth in Schedule A (“Upfront Payment”); and

1.3.2 **Closing Payment.** The balance of Five Hundred Fifty-Six Thousand Dollars (\$556,000.00) due on the payment due date set forth in Section 1.4 and Schedule A. The payment for Delivery of the BB License for 5MHz x 5MHz shall be referred to as the “Closing Payment”.

**1.4 Payment Due Dates.** The Closing Payment shall be due and payable after Seller Delivers the 5MHz x 5MHz BB License(s) for the Purchased Spectrum in the Service Area, within thirty (30) days of the date of Seller’s invoice, in accordance with the Final BB License Delivery Date set forth in Schedule A.

## ARTICLE II SPECTRUM CLEARING AND CLOSING

**2.1 Spectrum Clearing and Pre-Closing Matters.** The Parties agree to undertake the following spectrum clearing and related pre-Closing steps necessary to effectuate the transactions contemplated by this Agreement, as applicable. Notwithstanding the preceding sentence, failure to perform the steps listed in this Section 2.1 in the manner set forth herein shall not constitute a breach of this Agreement.

2.1.1 **Spectrum Clearing Generally.** The terms “Clear,” “Clearing” or “Cleared” refer to the process of having incumbents removed from the Purchased Spectrum by either: a) reaching agreements with said incumbents to relocate their facilities to replacement spectrum; b) demonstrating how incumbents shall receive interference protection; or c) taking such other steps to have incumbents vacate the Purchased Spectrum so it can be used by Buyer for its broadband operations. Seller shall Clear the Purchased Spectrum and secure the BB License authorizing the use of the Purchased Spectrum (“Deliver,” “Delivery” or “Delivered”) in the Service Area prior to Closing (as defined in Section 2.2).

2.1.2 **Seller Spectrum Clearing Obligations.** Seller shall be responsible for Clearing all 900 MHz site-based licensees that are required under 47 CFR § 90.621(b) to be protected by a broadband licensee with a base station at any location within Benton County, Washington, and all 900 MHz geographic-based licensees whose license area completely or partially overlaps Benton County, Washington (“Covered Incumbents” [as defined in 47 CFR § 22.1501](#)), if any, in the Service Area, except for Buyer, and for the costs and expenses incurred in Clearing all such Covered Incumbents in the Service Area, except such costs and expenses associated with Clearing Buyer’s narrowband systems, in which case Buyer is responsible for Clearing and for covering the related costs and expenses.

2.1.3 **Buyer Clearing Obligations.** Buyer shall be solely responsible for Clearing 900 MHz narrowband spectrum it holds in its Service Area, if any, (see Schedule A) and for all costs and expenses incurred in connection therewith.

2.2 **Closing.** The delivery of the Cleared Purchased Spectrum and the assignment of the associated BB License shall be conducted at a single closing that shall occur based upon the Delivery of Purchased Spectrum for the Service Area in a 5MHz x 5MHz configuration (“Final BB License Delivery”) as described in Schedule A, and subject to the delivery of all items required to be delivered by the Parties in accordance with Section 2.3 (the “Closing”). The Closing shall occur within thirty (30) days after FCC grant of consent to an assignment of the BB License to Buyer constituting a Final Order (as defined below) and the satisfaction or waiver of all other conditions specified in this Agreement or at such other time or place as may be mutually agreed upon in writing by Buyer and Seller (“Closing Date”). The Closing shall be consummated via electronic transmission. At the Closing, Seller shall grant, sell, convey, assign, transfer and deliver to Buyer, free and clear of all Liens (as defined in Section 3.1.2), and Buyer shall purchase from Seller, all right, title and interest of Seller in and to the BB License that authorize the use of the Purchased Spectrum in the Service Area. “Final Order” shall mean the FCC’s issuance of consent as to which (a) no request for a stay or similar request or decision is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by law, it has passed; (b) no petition for rehearing or reconsideration of the action is pending before the FCC and the time for filing any such petition has passed; (c) the FCC does not have the action or decision under reconsideration on its own motion and the time for such reconsideration has passed; and (d) no appeal to a court, or request for stay by a court, of the FCC’s consent is pending or in effect, including other administrative or judicial review, and, any deadline for filing any such appeal or request has passed.

2.3 **Deliveries and Proceedings at Closing.** Seller shall provide written notice and a Closing Payment invoice to Buyer when it has completed Clearing and secured the BB License authorizing the use of the Purchased Spectrum for Benton County. At the Closing, and subject to the terms and conditions herein contained, the following deliveries will be made:

2.3.1 **Deliveries by Seller.** Seller shall deliver to Buyer the following:

- (i) An Instrument of Assignment in the form attached hereto as Exhibit A (“Instrument of Assignment”), duly executed by Seller; and
- (ii) Documentation satisfactory to Buyer evidencing the release of any Liens or interests identified on Schedule B, if any.
- (iii) Closing Certificate to Buyer, as applicable, and further described in Section 5.1.3 and in the form attached hereto as Exhibit A-1.

2.3.2 **Deliveries by Buyer.** At the Closing, Buyer shall deliver to Seller the Closing Payment in accordance with Sections 1.3 and 1.4 and Schedule A. The Closing Payment shall be delivered at Closing via wire transfer of immediately available funds in accordance with written wiring instructions provided by Seller. Buyer shall deliver to Seller the Closing certificate in the form attached hereto as Exhibit A-2.

2.3.3 Other Deliveries. The Parties shall also deliver to each other a cross receipt acknowledging the transfer and receipt of the Closing Payment and the agreements, certificates, and other documents and instruments required to be delivered pursuant to this Agreement.

### **ARTICLE III COVENANTS, REPRESENTATIONS AND WARRANTIES**

**3.1 Representations and Warranties of Seller.** Seller represents and warrants to Buyer, as of the date of this Agreement and as of the Closing Date, as follows:

3.1.1 Organization and Authority. Seller is a limited liability company, duly formed and validly existing under the laws of the State of Delaware. Seller has the requisite power, authority, and legal right to execute, deliver and perform this Agreement and all other Transaction Documents. As used herein, the term “Transaction Documents” means this Agreement and all other agreements, documents and instruments required to be executed and/or delivered by the Parties in accordance with the provisions of this Agreement. The execution, delivery, and performance by Seller of this Agreement and all other Transaction Documents have been duly authorized by all necessary action on the part of Seller. This Agreement has been, and the other Transaction Documents have been or will be, duly executed and delivered by Seller, and this Agreement constitutes, and all other Transaction Documents when executed and delivered constitute or will constitute, the legal, valid and binding obligations of Seller, enforceable against it in accordance with their respective terms, except as such enforceability may be limited by bankruptcy laws and other similar laws affecting creditors’ rights generally, and except that the remedy of specific performance and injunctive relief and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

3.1.2 Compliance with Law; BB License.

- (a) At the Closing, Seller will have complied in all material respects with, and not be in violation in any material respect of, any federal, state, or local law, ordinance, code, order or governmental rule or regulation applicable to the BB License subject to the Closing. At the Closing, the BB License will be in full force and effect, validly and exclusively held by Seller, and free and clear of any Liens. As used herein, the term “Liens” means any mortgage, lien, pledge, charge, security interest, encumbrance, easement, conditional sales contract, reversionary interest, transfer restriction, right of first refusal, voting trust agreement, preemptive right, or other adverse claim, defect of title, limitation or restriction of any type or nature whatsoever. There will be no existing applications, complaints or proceedings pending or, to Seller’s Knowledge (as defined in Section 8), threatened, before the FCC to suspend, revoke, terminate or challenge such BB License.
- (b) None of the Purchased Spectrum covered by the BB License is subject to any lease or other arrangement giving any third party any right to use such spectrum.

3.1.3 Litigation. There is no pending or, to Seller’s Knowledge, threatened litigation, arbitration, investigation or other proceeding of or before any court, arbitrator or governmental or regulatory official, body or authority against Seller or any of its affiliates to suspend, revoke, or

terminate the BB License at the Closing, and Seller does not Know of any reasonably likely basis for any such litigation, arbitration, investigation or proceeding.

3.1.4 No Conflicts; Consents.

- (a) Except as identified on Schedule B, and subject to the receipt of the requisite consent from the FCC as described in Section 3.6.1, neither the execution nor the delivery of this Agreement nor the consummation of the transaction contemplated hereby will conflict with, or result in any violation or default under, any term of the organizational documents of Seller, or any agreement, mortgage, indenture, permit, lease or other instrument, judgment, decree, order, law or regulation which is applicable to Seller or by which Seller is bound.
- (b) Except for the FCC Consents described in Section 3.6.1 and any notifications required by the FCC after the Closing, no authorization, approval or consent of, and no registration or filing with or notice to, any governmental or regulatory official, body or authority, any counterparty to any contract with Seller, or any other Person is required in connection with the execution, delivery or performance of this Agreement by Seller.

3.1.5 Insolvency. Seller is not the subject of any existing, pending or threatened insolvency or bankruptcy proceedings. The consummation of the transactions contemplated by this Agreement will not result in Seller being the subject of such proceedings.

3.1.6 Completeness of Disclosure. No representation or warranty by Seller in this Agreement or in any certificate, schedule, list, document, agreement or instrument furnished or to be furnished to Buyer in connection with the execution or performance of this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated herein or therein or necessary to make any statement herein or therein not misleading.

3.1.7 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE 3, THE PURCHASED SPECTRUM OFFERED BY SELLER HEREUNDER IS PROVIDED ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE WILL BE UNINTERRUPTED OR ERROR-FREE.

**3.2 Representations and Warranties of Buyer.** Buyer represents and warrants to Seller, as of the date of this Agreement and as of the Closing Date, as follows:

3.2.1 Existence and Authority. Buyer is a legal entity, duly formed and validly existing under the laws of the State of Washington, and has the requisite power, authority, and legal right to execute, deliver and perform this Agreement. The execution, delivery and performance by Buyer of this Agreement and all other Transaction Documents required to be executed and delivered by Buyer in accordance with the provisions of this Agreement (the "Buyer's Documents") have been duly authorized by all necessary corporate action. This Agreement, and the Buyer's Documents have been or will be, duly executed and delivered by Buyer, and this Agreement, and the Buyer's Documents, when executed and delivered constitute or will constitute, the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with their respective terms, except as such

enforceability may be limited by bankruptcy laws and other similar laws affecting creditors' rights generally, and except that the remedy of specific performance and injunctive relief and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

3.2.2 No Conflicts; Consents.

- (a) Except for the FCC Consents described in Section 3.6.1, the execution, delivery and performance of this Agreement and the Buyer's Documents by Buyer do not and will not violate, conflict with or result in the breach of any term, condition or provision of, or require the consent of any other Person under, (i) any existing law, ordinance, or governmental rule or regulation to which Buyer is subject, (ii) any judgment, order, writ, injunction, decree or award of any court, arbitrator or governmental or regulatory official, body or authority which is applicable to Buyer, or (iii) any mortgage, indenture, agreement, contract, commitment, lease, plan, license, permit, authorization, or other instrument, document or understanding, oral or written, to which Buyer is a party or by which Buyer is otherwise bound.
- (b) Except for the requisite consent from the FCC as described in Section 3.6.1 and any post-Closing notifications required by the FCC, no authorization, approval or consent of, and no registration, or filing with or notice to, any governmental or regulatory official, body or authority, any counterparty to any contract with Buyer, or any other Person is required in connection with the execution, delivery and performance of this Agreement by Buyer.

3.2.3 Litigation. There is (a) no suit, action or claim, (b) no investigation or inquiry by any administrative agency or governmental body, and (c) no legal, administrative or arbitration proceeding pending or, to Buyer's Knowledge, threatened against Buyer which seeks to terminate or modify, or which might affect this Agreement, or the consummation of the transactions contemplated herein.

3.2.4 FCC Matters. Buyer is fully qualified under the Communications Act of 1934, as amended, to be a BB Licensee and to be approved as the assignee of the BB License.

3.2.5 Completeness of Disclosure. No representation or warranty by Buyer in this Agreement or in any certificate, schedule, list, document, agreement or instrument furnished or to be furnished to Seller in connection with the execution or performance of this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated herein or therein or necessary to make any statement herein or therein not misleading.

3.2.6 Financial Obligations; Insolvency. Buyer is financially and legally able to meet its obligations hereunder. Buyer is not the subject of any existing, pending or threatened insolvency or bankruptcy proceedings. The consummation of the transactions contemplated by this Agreement will not result in Buyer being the subject of such proceedings.

**3.3 Survival of Representations and Warranties.** All representations and warranties made by the Parties in this Agreement or in any certificate, schedule, statement, document, or instrument furnished hereunder or in connection with the execution and performance of this Agreement shall survive for a period lasting twelve (12) months after the Closing Date.

**3.4 Covenants of Seller Pending the Closing.** Except as otherwise agreed to in writing by Buyer, Seller covenants and agrees that from the Effective Date until the Closing as follows:

3.4.1 BB License. Seller shall, with regard to the Purchased Spectrum:

- (a) not sell, lease, license, pledge or otherwise dispose of or encumber the BB License authorizing the use of the Purchased Spectrum or any interest therein or otherwise give any third party any right to use the Purchased Spectrum covered by the BB License;
- (b) not (i) take or agree to take any action that would make any representation or warranty of Seller inaccurate in any respect at the Closing Date, or (ii) omit, or agree to omit, to take any action necessary to prevent any such representation or warranty from being inaccurate in any respect at such time.

3.4.2 Compliance with Laws. Seller shall comply in all material respects with all laws, ordinances, rules, regulations and orders applicable to the BB License for the Purchased Spectrum and the transactions contemplated by this Agreement. Before Closing, Seller, at its sole cost and expense, shall take all action necessary to apply for and acquire, comply with and maintain the BB License(s), and to otherwise preserve its rights to use the BB License(s), including compliance in all material respects with all applicable laws, ordinance, rules, regulations, and orders. Each application for a BB License may be referred to herein as a “BB License Application.”

3.4.3 Non-solicitation. Prior to the Closing, Seller shall not, and Seller shall cause the officers, employees, agents and representatives of Seller not to, directly or indirectly (i) sell or agree to sell or grant any interest or license in the BB License to any third party, (ii) if and to the extent that any such act would be inconsistent with the sale of the BB License to Buyer hereunder, issue or agree to issue any equity interest in Seller or any Affiliate of Seller or merge or consolidate Seller or any Affiliate of Seller with any other entity, or (iii) solicit inquiries or proposals, furnish any non-public information or initiate or participate in any negotiations or discussions whatsoever with respect to any transaction that would be prohibited by the foregoing provisions of this Section 3.4.3.

3.4.4 Updates. Between the date hereof and the Closing, Seller shall promptly notify Buyer of (a) any fact or condition of which it acquires Knowledge that renders inaccurate any of the representations or warranties made by Seller herein as of the date of this Agreement or (b) the occurrence after the Effective Date any fact or condition that would, as of the time of such occurrence, constitute a failure on the part of Seller to meet the conditions set forth in Section 5.1. During the same period, Seller shall promptly notify Buyer of the occurrence of any breach of any covenant of Seller contained in this ARTICLE III, or of any event that may make the satisfaction of the conditions set forth in Section 5.1 impossible or unlikely.

**3.5 Covenants of Buyer Pending the Closing.** Except as otherwise agreed to in writing by Seller, Buyer covenants and agrees that, from the Effective Date until the Closing as follows:

3.5.1 Actions of Buyer. Buyer shall not take any action that would result in a breach of any of its representations and warranties hereunder.

3.5.2 Updates. Between the date hereof and the Closing, Buyer shall promptly notify Seller of (a) any fact or condition of which Buyer acquires Knowledge that renders inaccurate any of Buyer's representations or warranties made herein as of the Effective Date; or (b) the occurrence after the date of this Agreement of any fact or condition that would, as of the time of such occurrence, constitute a failure on the part of Buyer to meet the conditions set forth in Section 5.2. During the same period, Buyer shall promptly notify Seller of the occurrence of any breach of any covenant of Buyer contained in this ARTICLE III, or of any event that may make the satisfaction of the conditions set forth in Section 5.2 impossible or unlikely.

3.5.3 Compliance with Laws. Buyer shall comply in all material respects with all laws, ordinances, rules, regulations and orders applicable to the BB License for the Purchased Spectrum and the transactions contemplated by this Agreement.

**3.6 Mutual Covenants.** Except as otherwise agreed to in writing, Seller and Buyer further covenant and agree as follows:

3.6.1 Certain Filings and Consents. Seller and Buyer shall cooperate in the preparation and filing of applications with the FCC for consent to the assignment by Seller to Buyer of Seller's rights and interests in and to the BB License ("FCC Consent") consistent with Schedule A. Seller and Buyer shall diligently prosecute all such applications and shall take all such actions and give all such notices as may be required or requested by the FCC or any other regulatory agency or as may be appropriate in an effort to expedite the grant of such consent by the FCC.

3.6.2 Confidentiality. The terms of this Agreement and any information about the BB License or Buyer's or Seller's business shall be kept strictly confidential by the Parties, (the "Confidential Information"), which confidentiality shall survive the final Closing or termination of this Agreement for a period of five (5) years. Except for information (i) required to be disclosed in connection with the BB License (ii) required to be disclosed in any SEC filing or in any other required governmental filing, (iii) disclosed in a press release agreed to in writing by both Parties prior to issuance, or (iv) requested by the FCC, no Party will disclose the terms of this Agreement to any other person or entity, other than to the Party's affiliates, officers, directors, attorneys, accountants, contractors, consultants, agents and employees (all of whom are bound by confidentiality agreements) involved in the transactions contemplated hereby and only then on the condition that such individuals agree in writing not to disclose the information disclosed to them. Notwithstanding the foregoing, either Party may disclose the terms of this Agreement to any third party at any time if: (A) required to do so by law or pursuant to a regulatory proceeding or request (but only to the extent so required); (B) the other Party consents in writing to such disclosure; or (C) required to do so to assert its rights under this Agreement or before the FCC (but subject to the obligation to seek protective order). In the event any Party is required to disclose such Confidential Information by applicable law or by a governmental authority having jurisdiction over the Party, such Party shall notify the other Party prior to any disclosure (unless it is legally prohibited from providing such notification) so as to allow the other Party to resist such

disclosure before the governmental authority and/or to seek appropriate protection from further disclosure.

The Parties agree that disclosure of Confidential Information in breach of the confidentiality provisions of this Agreement constitutes an irreparable injury and that injunctive relief is an appropriate remedy to prevent the unwarranted disclosure of any Confidential Information.

The confidentiality provisions of this Agreement shall not apply to any Confidential Information: (i) the receiving Party developed independently without using the Confidential Information, (ii) that was in the public domain at the time of disclosure hereunder, (iii) which passes into the public domain by acts other than as a result of a breach by the receiving Party of its obligations under this Agreement, or (iv) thereafter is disclosed to the receiving Party by a third-party, provided that the receiving Party does not Know (or has no reasonable basis to Know) that the information was disclosed unlawfully.

Each Party expressly agrees to maintain communications from the other Party pursuant to or in connection with this Agreement in confidence so that the other Party may rely on the safe harbor provisions of Rule 100(b)(2)(ii) of SEC Regulation Fair Disclosure (17 CFR 243) with respect to such communications.

#### ARTICLE IV POST CLOSING OBLIGATIONS

**4.1 Right of First Refusal.** After the Closing occurs and Seller has received the applicable Closing Payment from Buyer, as set forth in Schedule A, if Buyer receives and intends to accept any third party offer for the purchase of the Purchased Spectrum, in whole or in part, Buyer shall grant to the Seller the right of first refusal (“ROFR”) to purchase such Purchased Spectrum from Buyer on the same terms and conditions offered to Buyer by such third party. Buyer shall notify Seller in writing of its intent to sell, including the terms of such third-party offer (“Offer”) and the Seller shall have thirty (30) Business Days thereafter to notify Buyer in writing if it accepts or rejects the Offer. If Seller rejects Buyer’s Offer, Buyer shall be entitled to sell and transfer such Purchased Spectrum to such third party.

**Commented [CC1]:** Benton - we reject the strike to Section 4.1. Because we have a nationwide asset, this provision is important to maintain the opportunity to achieve connectivity across the utility industry and our customer footprint.

#### **4.2 Buyer BB License Obligations.**

**4.2.1 Maintenance of BB License(s).** After the Closing, Buyer, at its sole cost and expense, shall take all action necessary to comply with and maintain the BB License(s), and to otherwise preserve its rights to use the BB License(s). Buyer shall comply in all material respects with all laws, ordinances, rules, regulations and orders applicable to the BB License(s) and the transactions contemplated by this Agreement.

**4.2.2 Compliance with Laws re: BB License(s).** Buyer shall comply in all material respects with all laws, ordinances, rules, regulations and orders applicable to the BB License(s) and the transactions contemplated by this Agreement.

**Commented [CC2]:** Benton - we reject the strike of 4.2.1 and 4.2.2 as these provisions are merely meant to clarify Buyer’s post-closing obligations

**4.2.3 No Assignment of BB License(s).** Until the Closing has occurred and Seller has received all Payments from Buyer, Buyer shall not sell, assign, or grant any security interest in respect of, or create any Liens on, any of the BB Licenses.

**4.3 Collaboration.** The Parties may collaborate to foster industry support for private LTE networks and mutually beneficial market initiatives through: (a) public endorsement to support Clearing efforts; (b) willingness to discuss 900 MHz PLTE in efforts to expand and enhance the 900 MHz ecosystem; (c) promotion of expanded availability of federal stimulus funding for private LTE network deployments; (d) reasonable efforts to evaluate participation in state-wide initiatives to implement and coordinate 900 MHz PLTE networks to enhance and support the modernization of the electric grid and (e) support for collaborative industry efforts to promote private LTE ecosystem expansion through participation in efforts such as the Utility Broadband Alliance (UBBA) or the Utility Strategic Advisory Board (USAB). This provision will survive termination of the Agreement.

**4.4 Other Regulatory Requirements.** Each Party agrees to reasonably cooperate with the other Party in connection with the other Party's efforts to satisfy any regulatory requirements in connection with the transactions contemplated by this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the provisions of this Article IV shall survive the Closing. Each of Seller and Buyer specifically acknowledges and agrees that the remedy at law for any breach of the provisions of this Section will be inadequate and that each Party, in addition to any other relief available to it, shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages in the event of any breach or threatened breach of the provisions of this Section by the other Party or such other Party's agents.

## ARTICLE V CONDITIONS PRECEDENT TO CLOSING

**5.1 Conditions Precedent to Buyer's Obligations.** All obligations of Buyer under this Agreement are subject to the Seller's fulfillment or satisfaction of each of the following conditions precedent, which may be waived in writing in whole or in part by Buyer:

5.1.1 Representations and Warranties True as of the Closing Date. All of the representations and warranties of Seller contained in this Agreement or in any schedule, certificate or document delivered to Buyer pursuant to the provisions hereof shall have been true in all material respects as of the date of this Agreement and on the Closing Date as if made on the Closing Date.

5.1.2 Compliance with this Agreement. Seller shall have performed and complied with all covenants and agreements required by this Agreement to be performed or complied with by it prior to or at the Closing.

5.1.3 Closing Certificates. Buyer shall have received a certificate from Seller, dated the Closing Date, as applicable, certifying that the conditions specified in Sections 5.1.1 and 5.1.2 have been fulfilled ("Closing Certificate(s)", as applicable).

5.1.4 No Injunction or Pending Litigation. On the Closing Date, no injunction or final judgment restraining or prohibiting the consummation of the transactions contemplated hereby shall have been issued by any court or governmental or regulatory official, body or authority, and no suit, action or other proceeding shall be pending before any court or governmental or regulatory official, body or authority in which any such equitable or legal relief is being sought or that could otherwise

reasonably be expected to have a material adverse effect on the BB License, or Buyer's ability to use the BB License from and after the Closing.

5.1.5 Regulatory Approvals. All consents, approvals, and waivers from and notifications to governmental or regulatory bodies necessary in connection with the consummation of the transactions contemplated hereby shall have been obtained or made, including FCC approval by Final Order of the assignment of the BB License.

5.1.6 Release of Liens. Seller shall have delivered to Buyer documentation satisfactory to Buyer evidencing the release of the liens or interests identified on Schedule B, if any.

**5.2 Conditions Precedent to Seller's Obligations.** All obligations of Seller under this Agreement are subject to the Buyer's fulfillment or satisfaction of each of the following conditions precedent which may be waived in whole or in part by Seller:

5.2.1 Representations and Warranties True as of the Closing Date. All of the representations and warranties of Buyer contained in this Agreement shall have been true in all material respects as of the date of this Agreement and on the Closing Date as if made on the Closing Date.

5.2.2 Compliance with this Agreement. Buyer shall have performed and complied with all covenants and agreements required by this Agreement to be performed or complied with by it prior to or at the Closing and the Closing Payment shall have been made in accordance with Section 1.

5.2.3 Closing Certificate. Seller shall have received a certificate from Buyer dated the Closing Date, as applicable, certifying that the conditions specified in Sections 5.2.1 and 5.2.2 have been fulfilled.

5.2.4 Regulatory Approvals. All consents, approvals, and/or waivers from and notifications to governmental or regulatory bodies necessary to permit the consummation of the transactions contemplated hereby shall have been obtained or made, including FCC approval by Final Order of the assignment of the BB License.

## ARTICLE VI INDEMNIFICATION

**6.1 General Indemnification Obligation of Seller.** Seller shall indemnify, defend and hold Buyer, its officers, directors, employees, and agents harmless from and against all third party demands, claims, actions, losses, damages, liabilities, costs, and expenses, including, without limitation, attorneys' fees and expenses (collectively, "Losses"), asserted against, imposed upon, or paid to third parties by Buyer, its affiliates or subsidiaries, ~~except to the extent any such third-party claim is related to or resulting results from the negligence, gross negligence, or willful misconduct of Buyer,~~ resulting from (i) ~~acts or omissions of Seller in connection with the performance of this Agreement~~ any material breach of any covenant, agreement, representation or warranty of Seller contained in or made pursuant to this Agreement; and (ii) any and all costs and expenses incident to any of the foregoing or incurred in

investigating or attempting to avoid the same or to oppose the imposition thereof. Buyer reserves the right to participate in the defense and/or settlement of any claim covered by this Section 6.1. Seller's obligations under this provision shall survive for a period of one (1) year from the Closing.

**6.2 General Indemnification Obligations of Buyer.** Buyer shall indemnify, defend and hold Seller, its officers, directors, employees, and agents harmless from and against all Losses asserted against, imposed upon or paid to third parties by Seller, its affiliates or subsidiaries, ~~except to the extent any such third-party claim is related to or resulting from results from the negligence, gross negligence, or willful misconduct of Seller,~~ resulting from (i) ~~acts or omissions of Buyer in connection with the performance of this Agreement~~ any material breach of any covenant, agreement, representation or warranty of Buyer contained in or made pursuant to this Agreement; and (ii) any and all costs and expenses incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof. Seller reserves the right to participate in the defense and/or settlement of any claim covered by this Section 6.2. Buyer's obligations under this provision shall survive for a period of one (1) year from the Closing.

**Commented [CC3]:** Benton - please see my edits to your proposed changes in 6.1 and 6.2.

**6.3 Indemnification Conditions.** The above indemnification obligations are conditioned on the following:

6.3.1 **Notice of Claims.** Any Party seeking indemnification ("Indemnified Party") shall promptly give to the Party obligated to provide indemnification ("Indemnitor") written notice ("Claim Notice") of receiving notice of a claim arising from Indemnitor's activities related to the Agreement to trigger indemnification protection as outlined in Sections 6.1 and 6.2. Such Claim Notice shall be given promptly after receiving notice of the action or suit and preferably prior to its commencement; and provided that failure to give such notice shall not relieve the Indemnitor of its obligations hereunder except to the extent it shall have been prejudiced by such failure.

6.3.2 **Sole Control.** If Indemnitor defends the Indemnified Party against such claim or demand, Indemnitor shall have sole control of the defense and any settlement of such claim, demand or action (provided that the Indemnitor shall not enter into any settlement that admits liability or incurs an obligation on behalf of the Indemnified Party without the Indemnified Party's consent, which shall not be unreasonably withheld). Indemnitor shall not be responsible for any settlement it does not approve.

**6.4 Other Rights and Remedies Not Affected.** The indemnification rights of the Parties under this ARTICLE VI are independent of and in addition to any equitable rights or remedies, including specific performance and right to rescission because of the other Party's misrepresentation fundamentally affecting the character of the transaction or fraud, and any rights or remedies because of the other Party's fraudulent action, none of which rights or remedies shall be affected or diminished hereby.

## ARTICLE VII TERMINATION

**7.1 Reasons for Termination.** This Agreement may be terminated as set forth below.

7.1.1 Termination of Entire Agreement. This Agreement may be terminated in its entirety, in the following circumstances:

- (a) Mutual Consent. By mutual written consent of the Parties.
- (b) Buyer Breach. By Seller, if there has been a material breach of any representation, warranty, covenant or agreement made by Buyer in this Agreement or in any certificate or document delivered by Buyer to Seller pursuant to the provisions thereof, or any such representation and warranty shall have become untrue after the date of this Agreement, in either case such that Section 5.2.1 or 5.2.2 would not be satisfied, and such breach or condition is not curable or, if curable, is not cured within thirty (30) Business Days, after written notice thereof is given by Seller to Buyer; or
- (c) Seller Breach. By Buyer if there has been a material breach of any representation, warranty, covenant or agreement made by Seller in this Agreement or in any schedule, certificate or document delivered by Seller to Buyer pursuant to the provisions thereof (other than Seller's failure to achieve the Delivery Date for Benton County within the Service Area as set forth in Schedule A), or any such representation and warranty shall have become untrue after the date of this Agreement, due to no fault of Buyer, in either case such that Section 5.1.1 or 5.1.2 would not be satisfied, and such breach or condition is not curable or, if curable, for any breach, except failed or delayed delivery, is not cured within thirty (30) Business Days after written notice thereof is given by Buyer to Seller.
- (d) Failure to Make Payments When Due. By Seller if after Delivery of a BB License by Seller, Buyer fails to make payments as required in Section 1.3 and 1.4 and fails to make such payment(s) within fifteen (15) days after written notice from Seller.
- (e) Bankruptcy. By either Party upon the filing of any petition by or against the other Party under the Bankruptcy Code or under any similar law or statute of the United States or any state thereof (which, in the case of an involuntary proceeding, is not permanently discharged, dismissed, stayed, or vacated, as the case may be, within one hundred eighty (180) calendar days of commencement), or if any order for relief shall be entered against such Party in any such proceedings or if the other Party becomes insolvent, makes a transfer in favor of creditors, or makes an assignment for the benefit of creditors.

7.1.2 Termination for Failure to Meet Delivery Date. This Agreement may be terminated if Benton County has not been Delivered by the Delivery Date set forth in Schedule A, which remains uncured for twelve (12) months, and for which a Closing has not occurred (a "Remaining Deliverable") in the following circumstances:

- (a) Failure to Meet Delivery Date(s). Buyer may terminate this Agreement with respect to a Remaining Deliverable Benton County if Seller has failed to meet the Delivery Date for such Remaining Deliverable county, due to no fault (in whole or in part) of Buyer and has

not cured such failure for a period of twelve (12) months after receipt of written notice from Buyer of its intent to terminate (“Delivery Date Cure Period”). [If Buyer does not terminate the Agreement within sixty \(60\) days after the end of the Delivery Date Cure Period, then Seller may choose to terminate the Agreement subject to Section 7.2.2.](#)

**7.2 Effects of Termination.** Unless otherwise expressly stated, the effects of any termination of this Agreement in accordance with Section 7.1 shall be as follows:

**7.2.1 Agreement Null and Void.** In the event of the termination of this Agreement pursuant to the provisions of Section 7.1.1, this Agreement shall become void as to any Remaining Deliverables, and have no effect, without any continuing liability on the part of any of the Parties in respect of this Agreement, with respect to any such Remaining Deliverables.

**7.2.2 Refund of Buyer Paid Amounts.** In the event of termination of this Agreement as to any Remaining Deliverable pursuant to Section [Sections 7.1.1\(c\), 7.1.1\(e\), or](#) 7.1.2, Seller shall refund to Buyer the amounts previously paid by Buyer, as indicated in Schedule A (each, a “Refund Amount”) not later than thirty (30) Business Days after such written notice of such termination.

## **ARTICLE VIII MISCELLANEOUS**

**8.1 Expenses.** Except as otherwise provided in this Agreement, Seller shall pay its own expenses, and Buyer shall pay its own expenses, incidental to the preparation of this Agreement, the carrying out of the provisions of this Agreement and the consummation of the transactions contemplated hereby. Buyer shall be responsible for the filing fees associated with the applications to the FCC for consent to the transactions contemplated by this Agreement and Buyer and Seller shall each be responsible for its own legal or other fees, costs and expenses incurred in connection with such application.

**8.2 Further Assurances.** Seller, from time to time after the Closing, at Buyer’s request, will execute, acknowledge, and deliver to Buyer such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as Buyer may reasonably require in order to vest more effectively in Buyer, or to put Buyer more fully in possession of, the BB License related to the Purchased Spectrum. Each Party will cooperate with the other and execute and deliver to the other Party such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other Party as necessary to carry out, evidence and confirm the intended purposes of this Agreement.

**8.3 Entire Agreement; Amendments.** This Agreement, including its Schedules and Exhibits, which are specifically incorporated herein, sets forth the entire understanding of the Parties hereto with respect to the transactions contemplated hereby and supersedes any and all previous agreements and understandings, oral or written, between or among the Parties regarding the

transactions contemplated hereby. This Agreement shall not be amended or modified except by written instrument duly executed by each of the Parties hereto.

**8.4 Assignment and Binding Effect.** This Agreement may not be assigned in whole or in part prior to the completion of Closing hereunder by either Party hereto without the prior written consent of the other Party, provided that either Party shall have the right to assign its rights and/or obligations under this Agreement in whole or in part to an entity owned or controlled by or under common control with that Party. Notwithstanding the above, (a) no assignment shall be permitted if such assignment would have an adverse impact on either the likelihood or timing of receipt of FCC Consent, and (b) assignment shall not relieve the assignor of any of its obligations hereunder.

**8.5 Waiver.** No waiver of any term or provision of this Agreement shall be effective unless in writing, signed by the Party against whom enforcement of the same is sought. The grant of a waiver in one instance does not constitute a waiver in any other instance. No failure to exercise, and no delay in exercising, by either Party, any right, remedy, power or privilege hereunder shall operate as a waiver thereof.

**8.6 Notices.** Any notice, request, instruction or other document to be given hereunder by a Party to the other Party shall be in writing and shall be deemed to have been given (i) the same day if delivered personally; (ii) the next business day if sent by overnight delivery via a nationally recognized reliable express delivery service; (iii) upon sender's receipt of an acknowledgement from the intended recipient (such as return receipt requested, return email or other written acknowledgement) if sent by email; or (iv) after five (5) business days if sent by certified mail, return receipt requested, postage prepaid and in each case at the respective addresses set forth below or such other address as such Party may have fixed by notice, as follows:

If to Buyer, to:  
Public Utility District No. 1 of Benton County  
P.O. Box 6270  
Kennewick, WA 99336  
Attention: Procurement  
[procurement@bentonpud.org](mailto:procurement@bentonpud.org)

With a required copy (which shall not itself constitute notice) to:

\_\_\_\_\_

Attn:

If to Seller, to:  
PDV Spectrum Holding Company, LLC  
3 Garret Mountain Plaza  
Suite 401  
Woodland Park, NJ 07424  
Attn: Chief Legal Officer and Corporate Secretary

With a required copy (which shall not itself constitute notice) to:

PDV Spectrum Holding Company, LLC  
3 Garret Mountain Plaza  
Suite 401  
Woodland Park, NJ 07424  
Attn: VP, Sales

or such other address as the addressee may have specified in a notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered.

**8.7 Schedules and Exhibits.** All Exhibits and Schedules referred to herein are intended to be and hereby are specifically made a part of this Agreement.

**8.8 Governing Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Washington without reference to its choice of law rules. In connection with any controversy arising out of or related to this Agreement, Seller and Buyer hereby irrevocably consent to the jurisdiction of the United States District Court for the Eastern District of Washington, if a basis for federal court jurisdiction is present, and, otherwise, in the state courts of the State of Washington, and, in addition, waive any rights to a jury trial.

**8.9 No Third-Party Beneficiaries.** The representations, warranties, covenants, and agreements contained in this Agreement are delivered solely by the Parties hereto and are for the sole benefit of the Parties hereto and, in the case of ARTICLE VI, the other indemnified parties, and their heirs, executors, administrators, legal representatives, successors and assigns, and they shall not be construed as conferring any rights on any other Persons.

**8.10 Headings, Gender, "Person," "including," "Knowledge" and "Business Day".** All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Unless otherwise specified, any reference herein to a section or article shall be a reference to such section or article of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. Any reference to a "Person" herein shall include an individual, firm, corporation, partnership, limited liability company, trust, governmental authority or body, association, unincorporated organization or any other entity. Whenever used in this Agreement, the word "including", and variations thereof shall not be construed to imply any limitation and shall mean "including but not limited to." "Knowledge" and "Know" and variations thereof as used with respect to either Party shall include the knowledge of its officers, directors, partners, members and shareholders and those of its affiliates in addition to the knowledge of the Party. "Business Day" means any day, other than a Saturday or Sunday, on which commercial banks and foreign exchange markets are open for business in the county of New York, State of New York.

**8.11 Severability.** Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and such invalidity or unenforceability in

any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. Moreover, the Parties agree that the invalid or unenforceable provision shall be enforced to the maximum extent permitted by law in accordance with the intention of the Parties as expressed by such provision.

**8.12 Publication Rights.** The Parties agree that within five (5) days after execution of this Agreement, each Party shall have the right to issue a press release in a format similar to that set forth in Exhibit B, with final language as mutually agreed upon by the Parties in writing prior to issuance of such press release. No other press release shall be issued without the prior written consent of the other Party unless expressly stated otherwise herein. Notwithstanding anything contained herein, nothing in this Agreement shall limit the ability of Seller to announce the existence of the transaction contemplated by this Agreement and to disclose information related to this Agreement to the extent such Party has determined is required by applicable law.

**8.13 Force Majeure.** Except as may be otherwise specifically provided in this Agreement and subject to FCC's rules, as applicable, neither Party shall be in default under this Agreement for any failure or delay if and to the extent that any such failure or delay in such Party's performance of one or more of its obligations hereunder (except for obligations to make payments to the other Party) is caused by the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, other disasters or catastrophes, such as epidemics or explosion, infrastructure collapse or breakdown; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) delay in obtaining necessary government permits or licenses due to government work stoppage; (h) telecommunication breakdowns, power outages or shortages; (i) inadequate transportation services or issues related to the operation of public transportation; or (j) global component or commodity shortages; and (x) such event is beyond the reasonable control of and not the result of the fault or negligence or breach of performance of the Party claiming Force Majeure, (y) such event could not have been prevented or avoided by the exercise of reasonable diligence by the Party claiming Force Majeure or its personnel or subcontractors; and (z) the Party claiming Force Majeure gives prompt written notice of the same to the other Party as soon as the Party claiming Force Majeure becomes aware of the risk of delay, and uses reasonable efforts to mitigate the effects of the Force Majeure Event (each, a "Force Majeure Event"). The Party claiming relief under this Clause shall notify the other Party in writing of the existence of the event relied on and the cessation or termination of said event. In the event of a delay excused by a Force Majeure Event, the remedy shall be a time extension for the performance dates required by the Agreement, which extension shall be the time period lost by reason of the Force Majeure Event plus reasonable, necessary time to recover from the effects of the Force Majeure Event not to exceed sixty (60) calendar days from the date of the non-claiming Party's receipt of prompt notice of a Force Majeure condition from the claiming Party (unless such performance issue is due to, or must be resolved by, an action of the FCC, in which case the time period for the claiming Party to comply shall be extended as is reasonable under the circumstances, but no longer than one-hundred twenty (120) additional days (beyond the initial sixty (60) days referenced above) from the date of the non-claiming Party's receipt of prompt notice from the claiming Party, without the non-claiming Party's written consent.

**8.14 Counterparts.** This Agreement may be executed in any number of counterparts and either Party hereto may execute any such counterpart, which may be delivered by electronic mail, each

of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by each of the Parties.

**8.15 Use of Buyer Marks:** Through the period ending six (6) months after Closing, Buyer grants Seller and its parent, Anterix Inc., a limited, non-exclusive, non-transferable, non-sublicensable, personal license to use, reproduce, distribute and display Buyer's name and logo, solely for the purpose of identifying Buyer as an Anterix customer on the Anterix website and in Anterix print materials, and in accordance with Buyer's guidelines, and for no other purpose. No other license to or right in any Buyer material is granted to or conferred upon Seller or Anterix.

## **ARTICLE IX REMEDIES; DISCLAIMER; LIMITATION OF LIABILITY**

**9.1 REMEDIES.** Each of the Parties acknowledges and agrees that the Purchased Spectrum is unique and that, prior to and following the Closing, remedies at law, including monetary damages, will be inadequate in the event of a breach by either Party in the performance of its obligations under this Agreement. Accordingly, the Parties agree that in the event of any such breach, the non-breaching Party shall (subject to any defenses available to the breaching Party other than the possible adequacy of remedies at law) be entitled to pursue a decree of specific performance or temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement pursuant to which the breaching Party is ordered to affirmatively carry out its pre-Closing obligations under this Agreement, subject to the conditions of this Agreement. The foregoing shall not be deemed to be or construed as a waiver or election of remedies by the non-breaching Party, and the non-breaching Party expressly reserves any and all rights and remedies available to it at law or in equity in the event of any breach or default by the breaching Party.

**9.2 LIMITATIONS OF LIABILITY.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR (I) INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, (II) LOSS OF PROFITS IN EACH CASE, OR (III) ANY AMOUNT IN THE AGGREGATE GREATER THAN ONE HUNDRED PERCENT (100%) OF THE AMOUNTS PAID BY BUYER HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLES, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

## **ARTICLE X ADDITIONAL SERVICES**

**10.1 Additional Services.** Seller offers additional commercial products, technology solutions and professional services to assist Buyer in the design, buildout, implementation, operation, security and

maintenance of its Purchased Spectrum, and enhance its use of the Purchased Spectrum (“Anterix Platform Solutions”). Anterix Platform Solutions help accelerate deployment and related grid applications and devices. Anterix Platform Solutions include:

- (a) CatalyX®: A turnkey service providing SIMs, connectivity management and private to public roaming;
- (b) TowerX™: (i) Access to a portfolio of third-party towers for PLTE deployment, secured through an Indefeasible Right of Use (IRU) exclusively through TowerX, with pre-negotiated pricing and terms; and (ii) Support services including program management, search ring development, zoning and permitting, and construction;
- (c) Devices: Testing and provision of compatible devices and other equipment for Buyer to use in its deployment;
- (d) Professional Services: (i) Consulting services related to all aspects of deployment and use of the Purchased Spectrum, and the development and use of additional products and services; and/or (ii) Other Services: including SIM Management and Optimization Services, Project Management, collaborative, support and maintenance services related to the Anterix Platform Solutions and additional products and services as may be mutually agreed to by the Parties.

The parties agree to further discuss the Anterix Platform Solutions available to Buyer. Buyer will have the option to purchase the Anterix Platform Solutions separately or as a bundle on terms and conditions as set forth in a separate agreement between Buyer and Seller.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first written above.

**PDV SPECTRUM HOLDING COMPANY, LLC**

By: \_\_\_\_\_  
Name: Scott Lang  
Title: President and Chief Executive Officer

Approved by Anterix Legal Date: _____ Initial: _____
--

**PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE A**

**PURCHASED SPECTRUM  
SERVICE AREA, DELIVERY SCHEDULE, AND PAYMENTS**

The Service Area shall consist of the county listed below in Table 1. Seller shall Deliver the Purchased Spectrum in the Service Area by the date set forth in Table 1 below, subject to the applicable cure period (“Delivery Date(s)”):

**TABLE 1**

Service Area	County Name	State Name	FIPS	Final BB License Delivery Date <sup>1</sup> (5MHz x 5MHz)
1	Benton	Washington	53005	18 months from contract execution

**Commented [CC4]:** Benton - we reject the strike of Footnote 1. Final BB License Delivery is subject to the items listed in the footnote.

All Payments are to be made upon the payment due dates listed in the Payment Table below.

**PAYMENT TABLE**

Purchase Price	\$771,000.00		
Payments	Invoice Date	Payment Due Date	Payment Amount
Upfront Payment	Effective Date	Within thirty (30) days of the invoice date	\$215,000.00
Closing Payment (5MHz x 5MHz)	Upon completion of Delivery	Within thirty (30) days of the invoice date	\$556,000.00

<sup>1</sup> Subject to approval of the 5MHz x 5MHz Report and Order by the FCC with provisions substantially similar to those approved by the FCC on February 18, 2026, publication in the Federal Register with no subsequent appeals or opposition, and FCC issuance of its final public notice authorizing 5MHz x 5MHz use.

**REFUND AMOUNT**

Refund Amount, per Article VII, means the amount previously paid by Buyer, as indicated in Table 2 below.

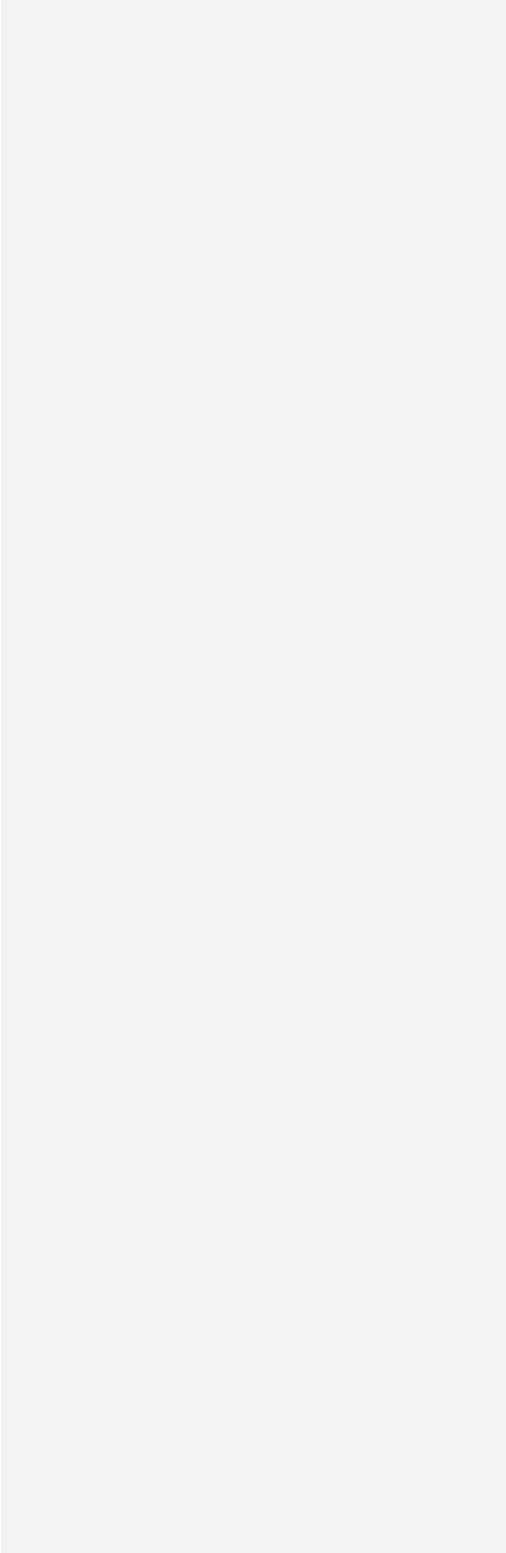
**TABLE 2**

<b>Service Area</b>	<b>County Name</b>	<b>State Name</b>	<b>FIPS</b>	<b>Refund Amount</b>
1	Benton	Washington	53005	\$215,000.00

Benton PUD Contract #26-20-01

**SCHEDULE B**

**RELEASE OF LIENS**



**EXHIBIT A**

**INSTRUMENT OF ASSIGNMENT**

THIS INSTRUMENT OF ASSIGNMENT, dated as of \_\_\_\_\_, 20\_\_, is executed by \_\_\_\_\_, a \_\_\_\_\_ (“Assignor”), in favor of \_\_\_\_\_, a \_\_\_\_\_ (“Assignee”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Spectrum License Sale Agreement (defined below).

WHEREAS, Assignor and Assignee have entered into a Spectrum License Sale Agreement, dated as of \_\_\_\_\_, 20\_\_, (“Spectrum License Sale Agreement”), pursuant to which Assignor agreed to convey to Assignee, and Assignee agreed to acquire from Assignor, the BB License;

WHEREAS, Assignor and Assignee have filed an application with the FCC with respect to the assignment to the Assignee of the BB License; and

WHEREAS, the FCC has granted such application.

NOW, THEREFORE, in consideration of the premises, Assignor covenants and agrees as follows:

1. **Assignment.** Pursuant to Section 1.1 of the Spectrum License Sale Agreement, for valuable consideration, receipt of which is hereby acknowledged, Assignor, intending to be legally bound, does hereby grant, sell, convey, assign, transfer and deliver to Assignee, its successors and assigns forever, all right, title and interest, legal and equitable, of Assignor in and to the BB License, free and clear of all Liens.
2. **No Merger.** Nothing contained in this Instrument of Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, diminish, exceed, expand, enlarge or otherwise affect the provisions of the License Purchase Agreement, including the warranties, covenants, agreements, conditions and representations contained in the Spectrum License Sale Agreement and, in general, any of the rights and remedies, and any of the obligations and indemnifications, of Assignor or Assignee set forth in the Spectrum License Sale Agreement.
3. **Further Assurances.** Assignor covenants and agrees, in connection with the Spectrum License Sale Agreement and this Instrument of Assignment, promptly to execute and deliver any additional documents and instruments and perform any additional acts that may be reasonably necessary or desirable to effectuate and perform more fully the assignment made pursuant to this Instrument of Assignment.
4. **Miscellaneous.** This Instrument of Assignment (a) is executed pursuant to the Spectrum License Sale Agreement, (b) shall be governed by and construed in accordance with the internal laws of the State of Washington, without giving effect to any of the conflict of law rules thereof that would require or permit the

Benton PUD Contract #26-20-01

application of the law of any other jurisdiction, and (c) shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

This Instrument of Assignment is being executed and delivered by Assignor and shall be effective as of the date first above written.

SELLER

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A-1**  
**CLOSING CERTIFICATE**

**SELLER**

[DATE]

The undersigned hereby certifies that they are a duly authorized representative of PDV Spectrum Holding Company, a Delaware limited liability company ("Seller"), and further certifies that pursuant to Section 2.3.1 of the Spectrum License Sale Agreement dated as of \_\_\_\_\_, 202\_\_ by and between Seller and \_\_\_\_\_ ("Buyer") (the "Agreement") that:

1. The representations and warranties of Seller contained in Section 3.1 of the Agreement are true, complete and correct in all material respects on and as of the date hereof with the same effect as though such representations and warranties had been made on and as of the date hereof.
2. Seller has performed or complied with all agreements, obligations, conditions and covenants contained in the Agreement that it is required to perform or comply with on or before the Closing (as defined in the Agreement).
3. All of the conditions set forth in Section 5.1 of the Agreement have been and remain satisfied as of the date hereof.

IN WITNESS WHEREOF, the undersigned has caused this certificate to be executed as of the date first written above.

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A-2**  
**CLOSING CERTIFICATE**  
**BUYER**

[DATE]

The undersigned hereby certifies that they are a duly authorized representative of \_\_\_\_\_, a \_\_\_\_\_ (“Buyer”) and further certifies that pursuant to Section 2.3.2 of the Spectrum License Sale Agreement dated as of \_\_\_\_\_, 202\_\_ by and between PDV Spectrum Holding Company, a Delaware limited liability company (“Seller”) and Buyer (the “Agreement”) that:

1. The representations and warranties of Buyer contained in Section 3.2 of the Agreement are true, complete and correct in all material respects on and as of the date hereof with the same effect as though such representations and warranties had been made on and as of the date hereof.
2. Buyer has performed or complied with all agreements, obligations, conditions and covenants contained in the Agreement that it is required to perform or comply with on or before the Closing (as defined in the Agreement).
3. All of the conditions set forth in Section 5.2 of the Agreement have been and remain satisfied as of the date hereof.

IN WITNESS WHEREOF, the undersigned has caused this certificate to be executed as of the date first written above.

By \_\_\_\_\_

Name: \_\_\_\_\_

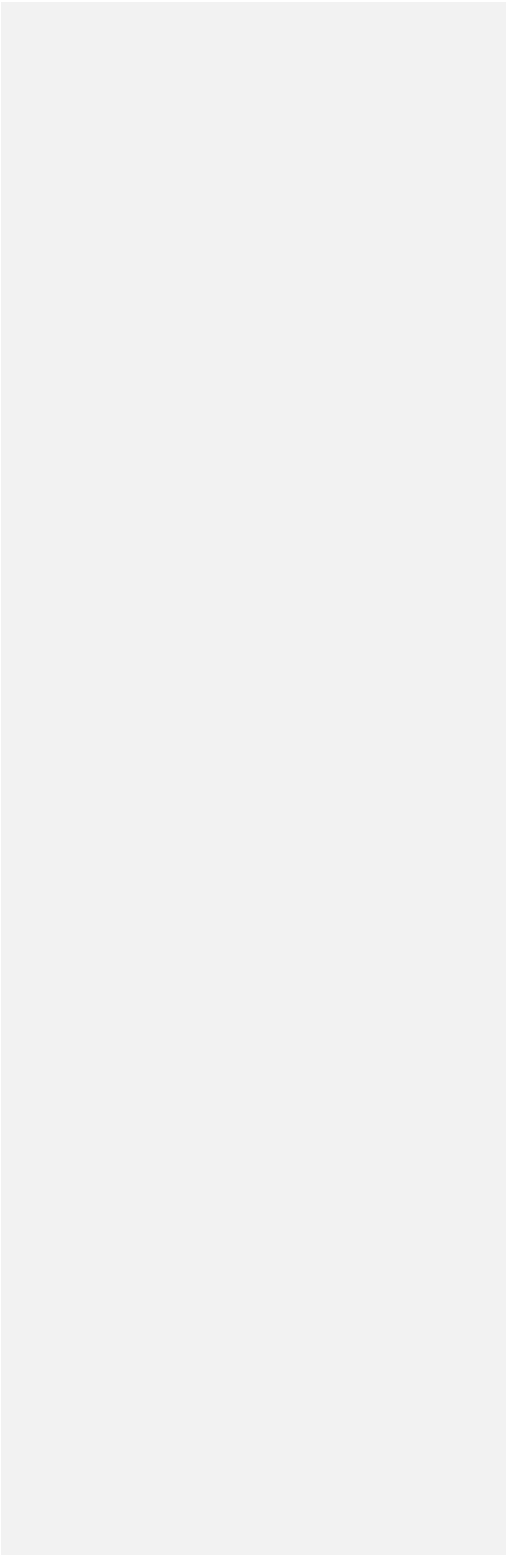
Title: \_\_\_\_\_

Benton PUD Contract #26-20-01

**EXHIBIT B**

**PRESS RELEASE FORMAT**

**[TO BE ADDED]**



# Signature Certificate



Envelope Ref:a58e4834eef1eb2f6b7738c3235153d74e676062

Author: Cami McKenzie      Creation Date: 07 Apr 2026, 16:40:08, PDT      Completion Date: 08 Apr 2026, 09:29:14, PDT

## Document Details:



Name: Commission Packet - 2026-04-14

Type:

Document Ref: 359a9094cdab8e02c1b5e6b20b21cdebaec2daab34d5f38d463f3be9dc5d  
cc4e

Document Total Pages: 116

## Document Signed By:

Name: Rick Dunn  
Email: dunnr@bentonpud.org  
IP: 64.146.233.129  
Location: KENNEWICK, WA (US)  
Date: 08 Apr 2026, 09:29:14, PDT  
Consent: eSignature Consent Accepted  
Security Level: Email

## Document History:

Envelope Created	Cami McKenzie created this envelope on 07 Apr 2026, 16:40:08, PDT
Invitation Sent	Invitation sent to Rick Dunn on 07 Apr 2026, 16:44:30, PDT
Invitation Accepted	Invitation accepted by Rick Dunn on 08 Apr 2026, 09:27:37, PDT
Signed by Rick Dunn	Rick Dunn signed this Envelope on 08 Apr 2026, 09:29:14, PDT
Executed	Document(s) successfully executed on 08 Apr 2026, 09:29:14, PDT
Signed Document(s)	Link emailed to dunnr@bentonpud.org
Signed Document(s)	Link emailed to mckenzie@bentonpud.org