



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

Tuesday, October 14, 2025, 9:00 AM
2721 West 10th Avenue, Kennewick, WA

The meeting is also available via MS Teams
The conference call line (audio only) is:
1-323-553-2644; Conference ID: 649 302 643#

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Agenda Review**
- 4. Public Hearing**
 - a. 2026-2029 Clean Energy Implementation Plan – Preliminary Review - B. Scherer pg. 3
- 5. Business Agenda**
 - a. Setting Public Hearing #4 - Consider Adoption of the 2026-2029 Clean Energy Implementation Plan - B. Scherer pg. 22
- 6. 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. Guidelines for Public Participation can be found on the Benton PUD District website at <https://www.bentonpud.org/About/Commission/Meeting-Agendas-Minutes>.)
- 7. Treasurer’s Report** pg. 24
- 8. Approval of Consent Agenda**

(All matters listed within the Consent Agenda have been distributed to each member of the Commission for reading and study, are considered 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 September 23, 2025 pg. 28
 - b. Travel Report dated October 14, 2025 pg. 34
 - c. Vouchers dated October 14, 2025 pg. 35

Operations/Engineering

 - d. Work Order #733851 – Ridgeline Overhead Line Reconductor pg. 66

Procurement

 - e. Contract Award to TUPS, LLC for Purchase of #795 ACSR Drake Conductor Sunset-Dallas Contract #25-21-23 pg. 68
 - f. Contract Award to McWane, Inc. - Sunheaven #3 Transmission Project – Ductile Iron Poles - Contract #25-21-25 pg. 74

- g. Ellerd, Hultgrenn & Dahlhauser, LLP – Legal Services - Contract #23-01-03 – CO #1 pg. 85

9. Management Report

10. Business Agenda - Continued

- a. T&R Electric Supply Company Inc. - Power Transformer District #31 Inspection Repair
Contract #24-21-24 – CO #2 – D. Szendre pg. 87
- b. Resolution No. 2708 – One-Time Schedule Change to Commission Meeting – C. McKenzie pg. 90
- c. Set Public Hearing – Preliminary 2026 Budget and Rate Increase – K. Mercer pg. 92
- d. Resolution No. 2709 – Bonneville Power Administration – Execution of Power Sales
Agreement – Provider of Choice Contract #26PS (Benton PUD Contract #25-51-02) –
C. Johnson pg. 94

11. Other Business

12. Future Planning

13. Meeting Reports

14. Executive Session

15. Adjournment

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



COMMISSION AGENDA ACTION FORM

Meeting Date:	October 14, 2025	
Subject:	2026-2029 Clean Energy Implementation Plan – Preliminary Review	
Authored by:	Blake Scherer	Staff Preparing Item
Presenter:	Blake Scherer	Staff Presenting Item (if applicable or N/A)
Approved by:	Chris Johnson	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager/Asst GM

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
☐ Consent Agenda	☐ Pass Motion	☐ Decision / Direction
☐ Business Agenda	☐ Pass Resolution	☒ Info Only
☒ Public Hearing	☐ Contract/Change Order	☐ Info Only/Possible Action
☐ Other Business	☐ Sign Letter / Document	☐ Presentation Included

Motion for Commission Consideration:

None

Background/Summary

Washington's Clean Energy Transformation Act (CETA) was enacted in 2019—Revised Code of Washington (RCW) Chapter 19.405—and established the following clean energy standards:

- ✓ **No coal** resources by the end of 2025
- ✓ **Greenhouse gas neutral** by 2030
- ✓ **100% clean** electricity by 2045

CETA requires consumer owned utilities to develop and submit to the Department of Commerce a four-year Clean Energy Implementation Plan (CEIP) identifying:

1. **specific actions** to demonstrate progress toward meeting the clean energy standards
2. **interim target** for the percentage of retail load served using clean energy resources
3. **specific targets** for energy efficiency, demand response, and renewable energy
4. **specific actions to support an equitable transition**

Today’s public hearing is the **third of four** public hearings the District has planned to allow for customers and interested stakeholders to provide input to the 2026-2029 CEIP. 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. Aug 26, 2025, Public Hearing #1 – CEIP Introduction | <i>Closed</i> |
| 2. 9 a.m. Sep 23, 2025, Public Hearing #2 – CEIP Draft review | <i>Closed</i> |
| 3. 9 a.m. Oct 14, 2025, Public Hearing #3 – CEIP Preliminary review | <u>Today’s hearing</u> |
| 4. 9 a.m. Oct 28, 2025, Public Hearing #4 – CEIP Final approval | <i>Proposed</i> |

The 2026-2029 CEIP must be submitted to the Department of Commerce by January 1, 2026.

The District’s previous CEIP for 2022-2025 was approved by Resolution No. 2585 on November 9, 2021.

Refer to the District’s CEIP website for the latest information on the development of the 2026-2029 CEIP.¹

Recommendation

Providing an opportunity for customers and interested stakeholders to provide input to the District during the development of, and prior to the adoption of, the 2026-2029 CEIP.

Fiscal Impact

N/A

¹ Benton PUD’s CEIP website: <https://www.bentonpud.org/ceip>

Clean Energy Implementation Plan Reporting Template

Published: March 10, 2026

Deadline: January 1, 2026

Submission: [Submit this workbook and all supporting documentation via Smartsheet.](#)

Questions: [Aaron Tam](#), [Austin Scharff](#), [Glenn Blackmon](#), [Energy Office](#), CETA@commerce.wa.gov.



Washington State
Department of
Commerce

Enter information in yellow fields

Select drop-down option from list in orange fields

Do not modify grey-shaded fields.

Note: this Excel workbook is macro-enabled to allow for the selection of multiple CETA categories on the Indicators & Forecast tab. If you have security restrictions or have no use for this feature, you do not have to enable macros.

Relevant Clean Energy Transformation Act Statutes and Rules

RCW 19.405.060

Clean energy implementation plan—Compliance criteria—Incremental cost of compliance.

(2)(a) By January 1, 2022, and every four years thereafter, each consumer-owned utility must develop and submit to the department a four-year clean energy implementation plan for the standards established under RCW 19.405.040(1) and 19.405.050(1) that: (i) Proposes interim targets for meeting the standard under RCW 19.405.040(1) during the years prior to 2030 and between 2030 and 2045, as well as specific targets for energy efficiency, demand response, and renewable energy; (ii) Is informed by the consumer-owned utility's clean energy action plan developed under RCW 19.280.030(1) or other ten-year plan developed under RCW 19.280.030(5); (iii) Is consistent with subsection (4) of this section; and (iv) Identifies specific actions to be taken by the consumer-owned utility over the next four years, consistent with the utility's long-range resource plan and resource adequacy requirements, that demonstrate progress towards meeting the standards under RCW 19.405.040(1) and 19.405.050(1) and the interim targets proposed under (a)(i) of this subsection. The specific actions identified must be informed by the consumer-owned utility's historic performance under median water conditions and resource capability and by the consumer-owned utility's participation in centralized markets. In identifying specific actions in its clean energy implementation plan, the consumer-owned utility may also take into consideration any significant and unplanned loss or addition of load it experiences.

(b) The governing body of the consumer-owned utility must, after a public meeting, adopt the consumer-owned utility's clean energy implementation plan. The clean energy implementation plan must be submitted to the department and made available to the public. The governing body may adopt more stringent targets than those proposed by the consumer-owned utility and periodically adjust or expedite timelines if it can be demonstrated that such targets or timelines can be achieved in a manner consistent with the following: (i) Maintaining and protecting the safety, reliable operation, and balancing of the electric system; (ii) Planning to meet the standards at the lowest reasonable cost, considering risk; (iii) Ensuring that all customers are benefiting from the transition to clean energy: Through the equitable distribution of energy and nonenergy benefits and reduction of burdens to vulnerable populations and highly impacted communities; long-term and short-term public health and environmental benefits and reduction of costs and risks; and energy security and resiliency; and (iv) Ensuring that no customer or class of customers is unreasonably harmed by any resulting increases in the cost of utility-supplied electricity as may be necessary to comply with the standards.

(4)(a) A consumer-owned utility must be considered to be in compliance with the standards under RCW 19.405.040(1) and 19.405.050(1) if, over the four-year compliance period, the average annual incremental cost of meeting the standards or the interim targets established under subsection (2) of this section meets or exceeds a two percent increase of the consumer-owned utility's retail revenue requirement above the previous year. All costs included in the determination of cost impact must be directly attributable to actions necessary to comply with the requirements of RCW 19.405.040 and 19.405.050.

(b) If a consumer-owned utility relies on (a) of this subsection as a basis for compliance with the standard under RCW 19.405.040(1), and it has not met eighty percent of its annual retail electric load using electricity from renewable resources and nonemitting electric generation, then it must demonstrate that it has maximized investments in renewable resources and nonemitting electric generation prior to using alternative compliance options allowed under RCW 19.405.040(1)(b).

WAC 194-40-200**Clean energy implementation plan.**

(1) **Specific actions.** Each utility must identify in each CEIP the specific actions the utility will take during the next interim performance period or GHG neutral compliance period to demonstrate progress toward meeting the standards under RCW 19.405.040(1) and 19.405.050(1) and the interim targets under subsection (2) of this section and the specific targets under subsection (3) of this section. Specific actions must be consistent with the requirements of RCW 19.405.060 (2)(a)(iv).

(2) **Interim target.** The CEIP must establish an interim target for the percentage of retail load to be served using renewable and nonemitting resources during the period covered by the CEIP. The interim target must demonstrate progress toward meeting the standards under RCW 19.405.040(1) and 19.405.050(1), if the utility is not already meeting the relevant standard.

(3) **Specific targets.** The CEIP must establish specific targets, for the interim performance period or GHG neutral compliance period covered by the CEIP, for each of the following categories of resources:

(a) **Energy efficiency.** (i) The CEIP must establish a target for the amount, expressed in megawatt-hours of first-year savings, of energy efficiency resources expected to be acquired during the period. The energy efficiency target must comply with WAC 194-40-330(1). (ii) A utility may update its CEIP to incorporate a revised energy efficiency target to match a biennial conservation target established by the utility under RCW 19.285.040 (1)(b) and WAC 194-37-070.

(b) **Demand response resources.** The CEIP must specify a target for the amount, expressed in megawatts, of demand response resources to be acquired during the period. The demand response target must comply with WAC 194-40-330(2).

(c) **Renewable energy.** The utility's target for renewable energy must identify the quantity in megawatt-hours of renewable electricity to be used in the period.

(4) **Specific actions to ensure equitable transition.** To meet the requirements of RCW 19.405.040(8), the CEIP must, at a minimum:

(a) Identify each highly impacted community, as defined in RCW 19.405.020(23), and its designation as either: (i) A community designated by the department of health based on cumulative impact analyses; or (ii) A community located in census tracts that are at least partially on Indian country.

(b) Identify vulnerable populations based on the adverse socioeconomic factors and sensitivity factors developed through a public process established by the utility and describe and explain any changes from the utility's previous CEIP, if any;

(c) Report the forecasted distribution of energy and nonenergy costs and benefits for the utility's portfolio of specific actions, including impacts resulting from achievement of the specific targets established under subsection (3) of this section. The report must: (i) Include one or more indicators applicable to the utility's service area and associated with energy benefits, nonenergy benefits, reduction of burdens, public health, environment, reduction in cost, energy security, or resiliency developed through a public process as part of the utility's long-term planning, for the provisions in RCW 19.405.040(8); (ii) Identify the expected effect of specific actions on highly impacted communities and vulnerable populations and the general location, if applicable, timing, and estimated cost of each specific action. If applicable, identify whether any resource will be located in highly impacted communities or will be governed by, serve, or otherwise benefit highly impacted communities or vulnerable populations in part or in whole; and (iii) Describe how the specific actions in the CEIP are consistent with, and informed by, the utility's longer-term strategies based on the analysis in RCW 19.280.030 (1)(k) and clean energy action plan in RCW 19.280.030(1)(l) from its most recent integrated resource plan, if applicable.

(d) Describe how the utility intends to reduce risks to highly impacted communities and vulnerable populations associated with the transition to clean energy.

(5) **Use of alternative compliance options.** The CEIP must identify any planned use during the period of alternative compliance options, as provided for in RCW 19.405.040 (1)(b).

(6) The CEIP must be consistent with the most recent integrated resource plan or resource plan, as applicable, prepared by the utility under RCW 19.280.030.

(7) The CEIP must be consistent with the utility's clean energy action plan developed under RCW 19.280.030(1) or other ten-year plan developed under RCW 19.280.030(5).

(8) The CEIP must identify the resource adequacy standard and measurement metrics adopted by the utility under WAC 194-40-210 and used in establishing the targets in its CEIP. (9) If the utility intends to comply using the two percent incremental cost approach specified in WAC 194-40-230, the CEIP must include the information required in WAC 194-40-230(3) and, if applicable, the demonstration required in WAC 194-40-350(2).

(10) Any utility that is not subject to RCW 19.280.030(1) may meet the requirements of this section through a simplified reporting form provided by commerce.

Utility Name & Contact Information

Note: if you list multiple contacts, please separate their information by a comma and a space.

Report Year	2026	
Compliance Period	2026-2029	
Utility Name	Benton County PUD #1	
Report Date		
Contact Name	Blake Scherer	
Phone Number	509-585-5361	
Email	schererb@bentonpud.org	
Web address of published CEIP	https://www.bentonpud.org/about-benton-pud/planning-performance/resource-planning?tab=Clean_Energy	
Are you a "qualifying utility" under the EIA?	Yes	
Are you a BPA "full requirements" customer?	Yes	

Targets

Interim targets: percentage of retail load to be served using renewable and nonemitting resources (WAC 194-40-200(2))

Utilities with less than 25,000 customers only need to complete cells H8 and H9 in the interim targets table below.

Clean Energy Type	Units	2026	2027	2028	2029	4-year Period
Renewable	%	84%	84%	84%	84%	84%
Nonemitting	%	11%	11%	11%	11%	11%
Total		95%	95%	95%	95%	95%

Describe how the target demonstrates progress toward meeting the 2030 and 2045 CETA standards (WAC 194-40-200(2)).

Benton PUD's interim target of 95% clean energy exceeds the 80% minimum required by 2030 and is an increase over its average of 86% from 2021-2024. Benton PUD's clean energy forecast has increased from recent actuals primarily due to Benton PUD's conversion of its BPA Power Sales Agreement from Slice/Block to Load Following, effective October 1, 2023. The clean energy forecast is also more favorable than recent actuals due to recent low water years reducing hydroelectric production, whereas the forecast assumes average water. Having recent actuals above 80% and a 95% clean energy forecast demonstrates progress toward meeting the CETA standards. Furthermore, it demonstrates that no incremental specific actions are needed at this time to meet the CETA standards, except for the specific actions to ensure an equitable transition.

Specific targets (WAC 194-40-200(3))

Utilities with less than 25,000 customers only need to complete cells H17-19 in the specific targets table below.

Resource Category	Units	2026	2027	2028	2029	4-year Period
Renewable Energy	MWh to be used over the interim performance period	1,525,885	1,528,686	1,535,566	1,533,974	6,124,111
Energy Efficiency	MWh to be acquired over the interim performance period	4,555	5,120	5,800	7,191	22,666
Demand Response	MW to be acquired over the interim performance period	-	-	-	-	-

Energy efficiency assessment methodology details

Conservation Assessment Method	Conservation Potential Assessment
Hyperlink to Relevant Assessment	https://www.bentonpud.org/about-benton-pud/planning-performance/resource-planning?tab=Conservation
Notes	Benton PUD prepares a Conservation Potential Assessment (CPA) every 2 years, as required by the Energy Independence Act (RCW 19.285). Benton PUD's most recent CPA was approved by Commission Resolution No. 2700 on 8/12/2025 and is available for download at the website linked above.

Demand response assessment methodology details

Did your utility conduct a demand response assessment?	Yes
Please briefly describe your demand response assessment findings. Please describe if there are DR opportunities for particular customer classes or barriers to utilizing DR in your service territory. Please describe which DR technologies were found to be cost-effective, reliable, and feasible.	At this time, Benton PUD has not found demand response (DR) to be cost-effective, reliable, and feasible. Benton PUD's DR target of 0 MW, same as the 2022-2025 CEIP, remains sufficient for Benton PUD to meet its obligation to comply with the CETA Standards and is consistent with Benton PUD's resource plan. If meeting the CETA standards required pursuing new resources in the future, Benton PUD would reference its latest Demand Response Potential Assessment (DRPA) to identify cost-effective DR product candidates that would then be subjected to further evaluation to determine if pursuing DR is cost-effective, reliable and feasible and if pursuing DR achieves the CETA targets and resource plan needs at the lowest reasonable cost, considering risk. Benton PUD's DRPA should be considered an initial screening of the relative cost-effectiveness between DR products rather than a final conclusion that a particular DR product is or is not cost-effective. The 2025 DRPA identified DR opportunities across a mix of residential, commercial, industrial, and agricultural irrigation. Referring to Table 1-1, the top three cost-effective summer DR candidates were: 1) 15 MW of Residential Critical Peak Pricing, 2) 14 MW of Large Farm Irrigation Demand Curtailment, and 3) 1 MW of Industrial Demand Curtailment. Referring to Table 1-2, the top three cost-effective winter DR candidates were: 1) 1 MW of Industrial Demand Curtailment, 2) 6 MW of Residential Space Heating Switch, and 3) 2 MW of Residential Critical Peak Pricing. Refer to Section 7 of the 2025 DRPA for a discussion on barriers to pursuing DR, which includes the recognition that the District has already implemented residential time-of-day demand rates, independent of any CETA requirements. Furthermore, Benton PUD's DR target is derived from other considerations beyond its DRPA, including, but not limited to, the following: whether or not DR is needed to meet the CETA standards or resource planning needs, whether or not BPA's current or future contracts and rate structures incentivize demand response, and whether or not it's feasible for Benton PUD to stand-up a DR program within a given time period. Lastly, DR as defined in CETA, is more closely aligned with utilities facing wholesale power market price volatility and capacity needs related to resource adequacy, which are not drivers for a BPA full requirements utility with a BPA load following contract, like Benton PUD.
Hyperlink to Relevant Assessment	https://www.bentonpud.org/about-benton-pud/planning-performance/resource-planning?tab=Demand Response
Notes	Benton PUD prepares a Demand Response Potential Assessment every two years to support the Clean Energy Transformation Act requirement to assess the amount of demand response resource that is cost-effective, reliable, and feasible. Benton PUD's most recent DRPA was completed 6/20/2025 and is available for download at the website linked above.

Indicators & Forecast

Specific actions to ensure equitable transition (WAC 194-40-200(1)(4))

Enter information in the yellow fields below. Each indicator should correspond with the

Index	Ind_ID	Indicator	CETA Category	Specific Action 1	Specific Action 2	Specific Action 3	Specific Action 4	Outcome Metric 1	Outcome Metric 2	Outcome Metric 3	Outcome Metric 4	Outcome Metric 5	How will the indicator and its associated metrics look different across the service territory in four years after taking the specific actions?
1	2026_4_1	Reduce household energy burden	Reduction of Burdens to Vulnerable Populations and Highly Impacted Communities; Reduction of Costs and Risks	Offer a residential low income conservation program to reduce energy burden	n/a	n/a	n/a	Amount (\$) of energy assistance need by utility service area <i>Derived from Department of Commerce data & Department of Energy Low-Income Energy Affordability Data (LEAD) tool.</i>	Count (#) of late payment event history	n/a	n/a	n/a	Reducing energy burden should lead to long-term improvements in the outcome metrics. However, attributing changes in these metrics solely to this action may be difficult, given other external influences such as changes in the economy, household income, non-electricity energy costs and weather.

Specific Actions & Equity

Specific actions to ensure equitable transition (WAC 194-40-200(1)(4))

Click "Data">"Refresh All" to auto-populate the specific actions list below with the specific actions

Please enter "N/A" where the question is not applicable to the specific action.

												What is the expected effect of this specific action on highly impacted communities and vulnerable populations?	How will the specific action and its resources be governed by (if applicable), serve, or benefit highly impacted communities or vulnerable populations, if at all?	What are the risks to highly impacted communities and vulnerable populations associated with the clean energy transition? How does the utility intend to reduce these risks through this specific action (if applicable)?	Will resources be located in highly impacted communities or vulnerable populations? (Y/N/Not Applicable)	What is the general location of this specific action and its resources (if applicable)?	What is the timing of this specific action?	What is the estimated cost of this specific action?	What other benefits does the specific action bring that isn't covered by the listed metrics? (optional)
SA_ID	Specific Action	Long Description	Resource Category	Program Type	Program Name	Input Metric 1	Input Metric 2	Input Metric 3	Output Metric 1	Output Metric 2	Output Metric 3								
2026_4_1_1	Offer a residential low-income conservation program to reduce energy burden	n/a	Energy Efficiency	Weatherization	Residential low-income conservation	Budget (\$) for internal program	Budget (\$) for third-party program	n/a	Count (#) & map of customers served	Amount (\$) of energy assistance provided	Amount (kWh) of energy savings achieved	Reduction of energy burden and late payments events	Reduction of energy burden and late payment events	The clean energy transition will likely increase energy bills for all customers. This program helps protect energy-burdened households by lowering their cost risk, particularly for highly impacted communities and vulnerable populations who may be disproportionately affected.	N/A	Benton PUD service territory	Offer annually	\$2.8M total budget forecast for 2026-2029 (\$700K per year)	This program not only lowers electricity bills for low-income customers, but also improves household comfort, health, and weather resilience. At the same time, the energy savings reduces system demand and helps delay costly investments in new resources and transmission and distribution facilities, keeping power reliable and affordable for the entire community.

Highly Impacted Communities & Vulnerable Populations

Highly impacted communities (WAC 194-40-200(4))

Highly Impacted Community is defined in RCW 19.405.020(23) as:

(23) "Highly impacted community" means a community designated by the department of health based on cumulative impact analyses in RCW 19.405.140 or a community located in census tracts that are fully or partially on "Indian country" as defined in 18 U.S.C. Sec. 1151.

Department of Health has designated Highly Impacted Communities as those ranking 9 or 10 on the Environmental Health Disparities (EHD) map.

[Link to Instructions to Identify Highly Impacted Communities \(HIC\)](#)

[Link to the Environmental
Health Disparities \(EHD\) Map](#)

Which methodology did you use to identify highly impacted communities (HIC)?	Highly Impacted Communities Data Table
# of census tracts that are HIC (Rank 9 or 10 under EHD v2.0 or at least partially on "Indian Country")	8
# of census tracts that are at least partially on "Indian Country"	-
Average EHD v2.0 rank for service territory	6

What are the top 1-3 EHD factors in your highly impacted communities? What are the rankings for these EHD factors and the associated metrics?	Details of the EHD data for Benton PUD's service territory, including identification of highly impacted communities, was included in the "Draft Review Presentation" (see slides 15-16) presented at Public Hearing #2 on September 23, 2025. Of the eight census tracts identified as HIC, one tract has an overall EHD rank of 10 and the other seven tracts have an overall EHD rank of 9. <u>Summarized below are the four EHD themes sorted by their HIC tract count by highest ranking:</u> 1) Socioeconomic Factors: Rank of 10 = 4 tracts; 9 = 3 tracts; 8 = 1 tract 2) Sensitive Populations: Rank of 10 = 1 tract; 9 = 2 tracts; 8 = 3 tracts; < 8 = 2 tracts 3) Environmental Effects: Rank of 9 = 2 tracts; 8 = 5 tracts; < 8 = 1 tract 4) Environmental Exposures: Rank of 8 = 4 tracts; < 8 = 4 tracts <u>Summarized below are the highest ranking EHD metrics by EHD theme and their HIC tract count:</u> 1) Socioeconomic Factors (Top 3 of 7 metrics in theme) 1.a) <i>No High School Diploma</i> : Rank of 10 = 4 tracts; 9 = 3 tracts; < 8 = 1 tract 1.b) <i>Population Living in Poverty</i> : Rank of 10 = 4 tracts; 9 = 1 tract; 8 = 3 tracts 1.c) <i>Primary Language other than English</i> : Rank of 10 = 2 tracts; 9 = 3 tracts; 8 = 2 tracts; < 8 = 1 tract 2) Sensitive Populations (Top 2 of 2 metrics in theme) 2.a) <i>Death from Cardiovascular Disease</i> : Rank of 10 = 2 tracts; 9 = 2 tracts; 8 = 1 tract; < 7 = 3 tracts 2.b) <i>Low Birth Weight</i> : Rank of 10 = 1 tract; 8 = 3 tracts; 7 = 1 tract; < 7 = 3 tracts 3) Environmental Effects (Top 3 of 5 metrics in theme) 3.a) <i>Proximity to Risk Management Plan Facilities</i> : Rank of 10 = 4 tracts; 9 = 1 tract; 8 = 2 tracts; 6 = 1 tract 3.b) <i>Lead Risk from Housing</i> : Rank of 10 = 1 tract; 8 = 1 tract; 7 = 4 tracts; < 7 = 2 tracts 3.c) <i>Proximity to Hazardous Waste Facilities</i> : Rank of 8 = 1 tract; 7 = 2 tracts; 6 = 2 tracts; 5 = 3 tracts 4) Environmental Exposures (Top 3 of 5 metrics in theme) 4.a) <i>Ozone Concentration</i> : Rank of 10 = 8 tracts 4.b) <i>PM2.5 Concentration</i> : Rank of 9 = 5 tracts; 6 = 3 tracts 4.c) <i>Diesel Exhaust PM2.5 Emissions</i> : Rank of 6 = 4 tracts, 5 = 2 tracts, 3 = 2 tracts
How do your planned specific actions address the EHD factors for HICs (if applicable)?	For highly impacted communities (HIC) that may be living in poverty, Benton PUD's planned specific action to offer a residential low-income conservation program will help to reduce energy burden. "Populations Living in Poverty" is one of the metrics within the "Socioeconomic Factors" theme of the EHD Map and it contributes to the overall EHD Map rank that is used to identify HIC.

Vulnerable populations (WAC 194-40-200(4))

Please list all socioeconomic factors and sensitivity factors developed through a public process and used to identify Vulnerable Populations based on the definition in RCW 19.405.020(40):

(40) "Vulnerable populations" means communities that experience a disproportionate cumulative risk from environmental burdens due to:

(a) Adverse socioeconomic factors, including unemployment, high housing and transportation costs relative to income, access to food and health care, and linguistic

Please describe how your utility identified vulnerable populations through a public process (e.g., surveys, focus groups, public forums, etc.)	Benton PUD's public process for identifying vulnerable populations began with a description of its proposed methodology at Public Hearing #1 on slides #17-21 of its "Introduction Presentation". Benton PUD described its methodology to identify vulnerable populations as those census tracts served by Benton PUD having a theme rank of 9 or 10 in either the "Socioeconomic Factors" or "Sensitive Populations" themes of the Environmental Health Disparities Map (EHD Map). Slide #21 described the change in methodology from the previous CEIP. Benton PUD's public process continued at Public Hearing #2 with a "Draft Presentation" that described the methodology on slides #12-16 and specifically identified 13 census tracts as vulnerable populations on slides #15-16, including their EHD Map rankings. Public Hearing #2 also included a "Draft Review Reporting Template" describing how vulnerable populations are identified. The public process continued at Public Hearing #3 where Benton PUD shared its "Preliminary Review Reporting Template" and at Public Hearing #4 where the "Final Reporting Template" was shared with the public.
How does your utility's planned specific actions address the vulnerable population factors (if applicable)?	For vulnerable populations that may be living in poverty, Benton PUD's planned specific action to offer a residential low-income conservation program will help to reduce energy burden. "Populations Living in Poverty" is one of the metrics within the "Socioeconomic Factors" theme of the EHD Map that is used to identify vulnerable populations.

CETA CEIP 2026-2029 - Commerce Reporting Template - Benton PUD Preliminary Review.XLSM

Factor Category	Factor	Details	Source	Date Last Updated
<i>E.g., Employment</i>	<i>Unemployment</i>	<i>% unemployed over 16 years old</i>	<i>American Community Survey</i>	<i>12/15/2019</i>
Other	Socioeconomic Factors EHD Rank	Census tracts served by Benton PUD having a "Socioeconomic Factors" theme rank of 9 or 10 in the EHD map.	Washington Environmental Health Disparities (EHD) Map	4/26/2023 (EHD v2.0)
Health	Sensitive Populations EHD Rank	Census tracts served by Benton PUD having a "Sensitive Populations" theme rank of 9 or 10 in the EHD map.	Washington Environmental Health Disparities (EHD) Map	4/26/2023 (EHD v2.0)

Describe and explain any changes to the factors from your utility's previous Clean Energy Implementation Plan (CEIP), if any:

At Public Hearing #1, Benton PUD described and explained the changes, from its previous CEIP, to the factors used to identify vulnerable populations. The proposed methodology was described within slides #17-21 of its "Introduction Presentation" and the changes were explained on slide #21. The explanation of changes included that the new methodology allows for identification by EHD map data, is consistent with the Revised Code of Washington (RCW) definition and Department of Health EHD data, and allows for mapping Benton PUD's actions to the EHD map census tracts.

Vulnerable populations in the 2022-2025 CEIP were identified based on the following factors:

- 1) Population Living <=185% Federal Poverty Level (FPL)
- 2) Percentage Share of Low Income (<125% of FPL)
- 3) Population of Limited English Speaking
- 4) Percentage Share of Population Seniors (age 65 or older)
- 5) Percentage Share of Veterans
- 6) Percentage Share of Individuals with Disability

Public Participation

Public participation (WAC 194-40-200(4), -220(1))

Provide a summary of the public input process conducted in compliance with WAC 194-40-220.

For its 2024 Resource Plan (2024 RP), inclusive of a 10-year action plan for complying with the Clean Energy Transformation Act, Benton PUD provided opportunities for its customers and interested stakeholders to provide input during the development of, and prior to the adoption of, the plan. The 2024 RP was initiated on June 25, 2024, with an agenda item at Benton PUD's public Commission meeting where an "Introduction Presentation" was reviewed. On August 13, 2024, at Benton PUD's public Commission meeting, a "Draft Plan" was reviewed and then the Commission passed a motion setting a Public Hearing for final approval on August 27, 2024. At the Public Hearing on August 27, 2024, after receiving public comment, the Commission approved a resolution adopting the final plan. All presentations and materials were made available electronically throughout the process and they continue to be available on Benton PUD's resource planning webpage: https://www.bentonpud.org/about-benton-pud/planning-performance/resource-planning?tab=Resource_Plan

For its 2026-2029 Clean Energy Implementation Plan (CEIP), Benton PUD provided opportunities for its customers and interested stakeholders to provide input during the development of, and prior to the adoption of, the plan. Benton PUD's public input process included several public meetings, public advertisement requesting input, and a newly created, dedicated CEIP webpage (<https://www.bentonpud.org/ceip>) for accepting public input and for providing electronic access to related materials and presentations. All public hearings included the opportunity for public input prior to any subsequent Commission action. All presentations and materials were made available electronically throughout the process and they continue to be available on Benton PUD's resource planning webpage: https://www.bentonpud.org/about-benton-pud/planning-performance/resource-planning?tab=Clean_Energy

The CEIP process was initiated on July 22, 2025, when the Benton PUD Commission passed a motion setting Public Hearing #1 on August 26, 2025 and the CEIP webpage and input form were live. At Public Hearing #1, an "Introduction Presentation" was reviewed and then the Commission passed a motion setting Public Hearing #2 on September 23, 2025. Prior to the next public hearing, low-income advocacy groups were invited to a workshop hosted by Benton PUD on September 17, 2025, to learn more about Benton PUD's low-income energy assistance programs and the CEIP input process, including the upcoming Public Hearing #2. At Public Hearing #2, a "Draft Review Presentation" and a "Draft Review Reporting Template" were reviewed and then the Commission passed a motion setting Public Hearing #3 on October 14, 2025. *(The following are future items subject to change)* At Public Hearing #3, a "Preliminary Review Presentation" and a "Preliminary Review Reporting Template" were reviewed and then the Commission passed a motion setting Public Hearing #4 on October 28, 2025. The public comment period ended on October 16, 2025, to allow time for Benton PUD to incorporate any public comments. At Public Hearing #4, a "Final Review Presentation" and a "Final Review Reporting Template" were reviewed and then, after accepting public comment, the Commission passed a resolution adopting the final plan.

What barriers to public participation does your utility's community face due to language, cultural, economic, technology, or other factors?	Benton PUD considered the following barriers to public participation faced by our customers and community: 1) Language: Access to information for non-English speaking, predominantly Spanish speaking 2) Cultural: May be a lack of familiarity with Benton PUD's public processes or information 3) Economic: Inability to attend Benton PUD's public meetings due to work or travel expense 4) Technology: Lack of access to technology may prevent access to information or participation 5) Disability: Accommodations may be needed for individuals with a disability
What reasonable accommodations has your utility provided to reduce barriers to public participation?	Benton PUD provided the following reasonable accommodations to reduce barriers to public participation: 1) Language 1.a) Spanish translation is continually provided for Benton PUD's main website (www.bentonpud.org) 1.b) Spanish translation was provided for a newly created CEIP webpage (www.bentonpud.org/CEIP) 1.c) Spanish translation was provided for a newly created CEIP input form, available on the CEIP webpage 1.d) Ran radio ads in English and Spanish over a three month period 2) Cultural 2.a) Hosted a workshop for low-income advocacy groups and invited their representation in the CEIP process 2.b) Advertised CEIP public input process across a variety of media platforms to reach different audiences 3) Economic 3.a) No travel costs for public meetings, as all meetings included virtual and phone attendance options 3.b) Hosted multiple public meetings with prior notice over a four month period, to increase participation opportunities 3.c) CEIP webpage enabled independent review of public meeting materials and submitting CEIP input 4) Technology 4.a) All public meetings included a virtual and phone option in addition to in-person attendance 4.b) Advertised CEIP process on multiple technology platforms: website, newspaper, radio, social media (Facebook, Instagram, X) 4.c) Provided other contact options for questions or to request assistance with participating in the public feedback process: Email power@bentonpud.org or Call Blake Scherer, Senior Engineer at (509) 585-5361 5) Disability 5.a) Per Commission Resolution No. 2324, approved September 8, 2015, it is Benton PUD's policy that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of its services, programs, or activities, or be subjected to discrimination. The policy and the Request for Reasonable Accommodation Form are available online (https://www.bentonpud.org/ada-accommodation), or contact: Benton PUD Human Resources Manager, 2721 W 10th Avenue, Kennewick, WA 99336, Fax to (509) 582-1246 or email to dunlapk@bentonpud.org

Describe how public comments were reflected in the specific actions under WAC 194-40-200(4), including the development of one or more indicators and other elements of the CEIP and your utility's supporting integrated resource plan or resource plans, as applicable.

For the 2024 Resource Plan, public comments were clarifying questions on ancillary topics, rather than direct input to be reflected in the plan. The only public comments received were the following two comments from the August 27, 2024, public hearing, copied here from the minutes:

- 1) *"Comment one from the public - Why does BPA have a constraint of a 20 year contract and why is there is no flexibility there? Answer - Senior Director Jon Meyer responded and stated the requirement for BPA to limit contracts to 20 years is in federal statute."*
- 2) *"Comment two from the public – Would the District serve a new 3-5 MW load at BPA's Tier 2 pricing or not? Answer - Senior Director Jon Meyer responded and stated that at this time, loads under 10 aMW are served with established rate schedules that meld all power costs including BPA Tier 1 and Tier 2, with one exception for Electricity Intensive Loads over 3.5 aMW that would be served with rates based on the marginal cost of power."*

For the 2026-2029 CEIP, public comments were reflected in the CEIP by 1) ensuring that Benton PUD's low-income energy assistance funding assessment considered potential changes to the federal Low-Income Home Energy Assistance Program (LIHEAP), and 2) by including within the CEIP a description of how the clean energy forecast is based on average water and how Benton PUD's conversion of its BPA Power Sales Agreement from Slice/Block to Load Following improved the forecast, and 3) by emphasizing in the CEIP how Benton PUD is already meeting the CETA standard and that no incremental resource actions are necessary. Below is a summary of the public input received:

- 1) August 26, 2025, Public Hearing #1, as copied from the minutes: *"Chuck Torelli raised concern that the federal Low-Income Energy Initiative (LIEI) program had been discontinued. Director Johnson acknowledged the concern and confirmed that staff were actively monitoring the issue."*
- 2) August 26, 2025, Public Hearing #1, as copied, in part, from the minutes: *"Roger Ovic raised questions regarding the energy category labeled 'Unspecified' and its drop after 2024. He also inquired about potential impacts of the Columbia River Treaty between the United States and Canada. Engineer Blake Scherer explained that the reduction was due to low water years and the transition in 2024 to Benton PUD's first year operating under load following rather than the previous 'slice' customer block arrangement. General Manager Dunn explained that an agreement in principle on the Columbia River Treaty had been reached..."* (See minutes for the full response on this ancillary topic.)
- 3) September 11, 2025, CEIP webpage input from Richard Stemson: *"we are over 80% clean energy from the dams This law is a waste of what money we have left."* (The comment was shared publicly at the September 23, 2025, Public Hearing #2).

Long-term Plans

Integrated resource plan & clean energy action plan compliance (WAC 194-40-200(6-7), WAC 194-40-200(4)(c)(iii))

Is your clean energy implementation plan (CEIP) consistent with the most recent integrated resource plan or resource plan, as applicable, prepared by your utility under RCW 19.280.030?	Yes
Is your CEIP consistent with your utility's clean energy action plan developed under RCW 19.280.030(1) or other 10-year plan developed under RCW 19.280.030(5)?	Yes
How are the specific actions consistent with your utility's resource plan and clean energy action plan?	Benton PUD's most recent resource plan, the 2024 Resource Plan for 2025-2034 (2024 RP), prepared under RCW 19.280.030(5), was approved by Commission Resolution No. 2681 on 8/27/2024 and is available for download from the website linked below. Benton PUD's specific actions are consistent with the resource strategy described within Section 5 (Pages 9-11) of the 2024 RP and summarized here: 1) continuing to pursue cost-effective, reliable, and feasible conservation, consistent with the requirements of the Energy Independence Act and CETA, 2) continuing with Packwood hydroelectric as a dedicated resource, per the BPA contractual commitment, 3) continuing with BPA's load following contract. Benton PUD's specific actions are consistent with the 10-year plan to implement the CETA standards described within Section 7 (Pages 14-15) of the 2024 RP. In the 2024 RP, Benton PUD's clean energy forecast was 4% non-clean. For the 2026-2029 CEIP, Benton PUD's clean energy forecast has been updated to 5% non-clean, derived from a 13-year average of BPA's fuel mix from 2012-2014 and a 5-year average of Packwood hydroelectric. Consistent with the 2024 RP, the 2026-2029 CEIP includes procuring unbundled renewable energy credits to offset its 5% non-clean energy, which is an allowable alternative compliance option (up to a maximum of 20%), to meet the CETA greenhouse gas neutral standard, while also satisfying the renewable energy requirements of the Energy Independence Act. Benton PUD's actions follow Department of Commerce guidance that a CEIP should only include incremental steps taken to comply with CETA, not actions the utility would undertake regardless. Consistent with the 2024 RP, the 2026-2029 CEIP requires no additional actions to meet CETA. As noted in the submitted "Targets" worksheet, Benton PUD's recent actuals exceed 80% clean and its forecast of 95% already meets the greenhouse gas neutral standard. Therefore, the 2026-2029 CEIP aligns with the 2024 RP in that no incremental specific actions are included, aside from those supporting an equitable transition.
Hyperlink to Relevant Assessment/Resource	https://www.bentonpud.org/about-benton-pud/planning-performance/resource-planning?tab=Resource_Plan

Resource Adequacy Standard

Resource adequacy standard (WAC 194-40-200(8))

Identify the resource adequacy standard and measurement metrics adopted by the utility under WAC 194-40-210 and used in establishing the targets in the CEIP. Identify and explain any changes to your resource adequacy standard.

Resource adequacy standard (e.g., peak load standards, loss of load probability or loss of load expectation)	Benton PUD's resource adequacy standard has changed since its 2022-2025 CEIP due to the conversion of its BPA Power Sales Agreement from Slice/Block to Load Following, effective October 1, 2023. Under the load following contract, BPA is responsible for resource adequacy. BPA provides resource adequacy for Benton PUD and supplied the following language as of July 9, 2025: <i>"BPA assures its power supply is available to meet its firm power supply obligation on a long term planning, forecast, basis. As directed by the Pacific Northwest Electric power planning and Conservation Act, a fundamental statutory purpose for BPA is to assure it has an adequate supply of power, which BPA meets through its power planning function, as guided by the Northwest power and Conservation Council power Plan.</i> <i>BPA's firm power supply obligation under the Northwest power Act means BPA supplies all the power a customer needs to serve their retail consumer demands on a continuous basis except for reasons of force majeure. This obligation takes into account and is adjusted by the amount of non-federal power/resources Benton County PUD #1 uses to serve their load and by the type of product the Benton County PUD #1 elects to purchase from BPA. BPA's currently effective Regional Dialogue load Following Contracts obligates BPA to supply all the electricity required to meet the second to second variation in the Benton County PUD #1's load net of the Benton County PUD #1's non-federal resources."</i>
Methods of measurement (e.g., probabilistic assessments of resource adequacy)	BPA provides resource adequacy for Benton PUD and supplied the following language as of July 9, 2025: <i>"BPA uses its Resource Program, which includes a Needs Assessment that examines on a 20-year forecast basis the uncertainty in customer loads, expected water conditions affecting federal hydro production (including Biological Opinion requirements), resource availability, natural gas prices, and electricity market prices to develop a least-cost portfolio of resources that meet Bonneville's obligations. The goal of the Needs Assessment, which is one of the early steps in the Resource Program, is to measure Bonneville's existing system, in relative isolation, against Bonneville's obligations to supply power to show whether any long-term energy and/or capacity shortfalls may occur over the 20-year study horizon. The Needs Assessment forecasts Bonneville's needs for long-term energy and capacity based on resource capabilities and projected obligations to serve power. The Needs Assessment informs later steps of the Resource Program, where resource optimization techniques are used to evaluate and select potential solutions for meeting Bonneville's long-term needs based on cost and risk.</i> <i>The Needs Assessment uses the following metrics to assess Bonneville's long-term energy and capacity needs:</i> <i>1. Annual Energy: Evaluates the annual average energy surplus/deficit under p10-by-month critical water conditions.</i> <i>2. Monthly p10 Average (AVG) Energy: Evaluates the monthly average surplus/deficit over all hours under p10-by-month critical water conditions.</i> <i>3. Monthly p10 Heavy Load Hour (HLH) Energy: Evaluates the monthly average surplus/deficit over heavy load hours (hours ending 7-22, Monday-Saturday, excluding holidays) under p10-by[1]month critical water conditions.</i> <i>4. Monthly p10 Superpeak (SPK) Energy: Evaluates the monthly average surplus/deficit over the six peak HLH each weekday (Monday-Friday) under p10-by-month critical water conditions. The roughly 120 superpeak hours per month are a subset of the roughly 384 heavy load hours per month.</i> <i>5. 18-Hour Capacity: Evaluates the monthly average surplus/deficit over six peak load hours each day across three-day extreme weather load events under median water (p50) conditions. Winter events used actual temperatures from the January 2024 event for Dec/Jan/Feb, while summer events relied on actual temperature from the June 2021 event for July/August."</i>

Incremental Cost

Incremental cost calculation (WAC 194-40-230)

Do not complete this section unless the utility intends to comply using the 2% incremental cost approach specified in WAC 194-40-230.

Please upload separately documentation and detailed reporting necessary to comply with the CEIP incremental cost reporting requirements in WAC 194-40-230.

You may use the calculator below to help estimate incremental costs; however, submission of detailed reporting is still required to comply with WAC 194-40-230. Delete the example numbers provided in the

Summary of Results	
Total Incremental Cost	\$ -
Average annual incremental cost	\$ -
Annual threshold amount	\$ -
Meets threshold?	Yes

Year	Retail revenue requirement	Annual amount from revenue increase equal to 2% of prior year revenue requirement	Number of years in effect	Threshold amount over four years	Sum of threshold amounts	Annual threshold amount
0						
1		\$ -	4	\$ -	\$ -	\$ -
2		\$ -	3	\$ -		
3		\$ -	2	\$ -		
4		\$ -	1	\$ -		
Annual threshold amount as a percentage of average retail revenue requirement						#DIV/0!

Itemize all lowest reasonable costs the utility intends to incur during this interim period in order to comply with the requirements of the Clean Energy Transformation Act (CETA), RCW 19.405.040 and 19.405.050. Also, provide the alternative lowest reasonable cost if the utility did not have to comply with CETA. If a resource included in an actual or alternative portfolio has a useful life or contract duration of greater than one year, the cost of that resource must be allocated over the expected useful life or contract duration using a levelized cost or fixed charge factor.

[illegible]

COMMISSION AGENDA ACTION FORM

Meeting Date:	October 14, 2025	
Subject:	Setting Public Hearing for considering adoption of the 2026-2029 Clean Energy Implementation Plan	
Authored by:	Blake Scherer	Staff Preparing Item
Presenter:	Blake Scherer	Staff Presenting Item (if applicable or N/A)
Approved by:	Chris Johnson	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager/Asst GM

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
☐ Consent Agenda	☒ Pass Motion	☐ Decision / Direction
☒ Business Agenda	☐ Pass Resolution	☐ Info Only
☐ Public Hearing	☐ Contract/Change Order	☐ Info Only/Possible Action
☐ Other Business	☐ Sign Letter / Document	☐ Presentation Included

Motion for Commission Consideration:

Motion setting a Public Hearing for the purpose of considering adoption of the 2026-2029 Clean Energy Implementation Plan on Tuesday, October 28, 2025, 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 700 722 151#, and directing the General Manager to publish the notice of the public hearing date, time and location.

Background/Summary

Washington's Clean Energy Transformation Act (CETA) was enacted in 2019—Revised Code of Washington (RCW) Chapter 19.405—and established the following clean energy standards:

- ✓ **No coal** resources by the end of 2025
- ✓ **Greenhouse gas neutral** by 2030
- ✓ **100% clean** electricity by 2045

CETA requires consumer owned utilities to develop and submit to the Department of Commerce a four-year Clean Energy Implementation Plan (CEIP) identifying:

1. **specific actions** to demonstrate progress toward meeting the clean energy standards
2. **interim target** for the percentage of retail load served using clean energy resources
3. **specific targets** for energy efficiency, demand response, and renewable energy
4. **specific actions to support an equitable transition**

Today's motion is to set the date and time for the **fourth and final public hearing** the District has planned to allow for customers and interested stakeholders to provide input to the 2026-2029 CEIP. 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. Aug 26, 2025, Public Hearing #1 – CEIP Introduction | <i>Closed</i> |
| 2. 9 a.m. Sep 23, 2025, Public Hearing #2 – CEIP Draft review | <i>Closed</i> |
| 3. 9 a.m. Oct 14, 2025, Public Hearing #3 – CEIP Preliminary review | <i>Today's hearing</i> |
| 4. 9 a.m. Oct 28, 2025, Public Hearing #4 – CEIP Final approval | <u>Motion today for proposed hearing</u> |

The 2026-2029 CEIP must be submitted to the Department of Commerce by January 1, 2026.

The District's previous CEIP for 2022-2025 was approved by Resolution No. 2585 on November 9, 2021.

Refer to the District's CEIP website for the latest information on the development of the 2026-2029 CEIP.¹

Recommendation

Recommend setting a public hearing to provide an opportunity for customers and interested stakeholders to provide comment to the District prior to considering adoption of the final 2026-2029 CEIP.

Fiscal Impact

N/A

¹ Benton PUD's CEIP website: <https://www.bentonpud.org/ceip>

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

TREASURER'S REPORT TO COMMISSION FOR SEPTEMBER 2025

Oct 1, 2025

Final

REVENUE FUND:

	RECEIPTS	DISBURSEMENTS	BALANCE
09/01/25 Cash Balance			\$ 4,021,989.89
Collections	\$ 17,050,353.78		
Bank Interest Earned	5,931.73		
Investments Matured	9,058,950.73		
Miscellaneous - BAB's Subsidy	-		
Transfer from Debt Service Fund	-		
EFT Taxes		\$ 1,005,330.76	
Checks Paid		265,165.67	
Debt Service to Unrestricted		-	
Debt Service to Restricted		558,950.73	
Investments Purchased		9,652,124.85	
Deferred Compensation		199,570.02	
Department of Retirement Systems		158,038.43	
Purchase Inv		-	
Special Fund-Construction Funds		-	
Purchased Power		803,895.61	
Direct Deposit - Payroll & AP		4,135,318.61	
Credit Card Fees		39,121.27	
Miscellaneous - Purchase interest on an investment		-	
Sub-total	\$ 26,115,236.24	\$ 16,817,515.95	
09/30/25 Cash Balance			\$ 13,319,710.18

Investment Activity	Balance 09/01/25	Purchased	Matured	LGIP Interest	Balance 09/30/25
	\$52,019,836.09	10,058,950.73	9,058,950.73	\$152,124.85	\$53,171,960.94

Check Activity	Balance 09/01/25	Issued	Redeemed	Cancelled*	Balance 09/30/25
	\$82,804.96	\$290,889.67	\$265,165.67	\$1,597.63	\$106,931.33

Unrestricted Reserves:	08/31/25	09/30/25	Change
Minimum Operating Reserves (90 DCOH) Incl. RSA ⁽¹⁾	\$ 32,771,070.00	\$ 32,771,070.00	\$ -
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)	10,766,308.29	10,766,308.29	-
Undesignated Reserves (Climate Commitment Act)	3,626,558.84	3,626,558.84	-
Undesignated Reserves (DCOH 20 days) ⁽²⁾	(1,965,414.04)	7,925,480.37	9,890,894.41
Unrestricted Reserves Total**	\$ 52,098,523.09	\$ 61,989,417.50	\$ 9,890,894.41
DCOH - Beginning and Ending of Month	143	170	
DCOH - Year-end Projection (Unrestricted \$41.8M)	115	115	
DCOH - Year-end Projection (Construction \$0.0M)	0	0	
Restricted Reserves:			
Bond Redemption Accounts	3,943,302.90	4,502,253.63	558,950.73
Construction Account	0.00	0.00	-
Restricted Reserves Total	3,943,302.90	4,502,253.63	558,950.73
TOTAL RESERVES	\$ 56,041,825.99	\$ 66,491,671.13	\$ 10,449,845.14

(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

**The balance includes \$9.96M for BPA's August power and transmission bill, which was issued later than usual and isn't due until October 1st. Typically, this bill would have been paid in September resulting in a lower month-end reserve balance.

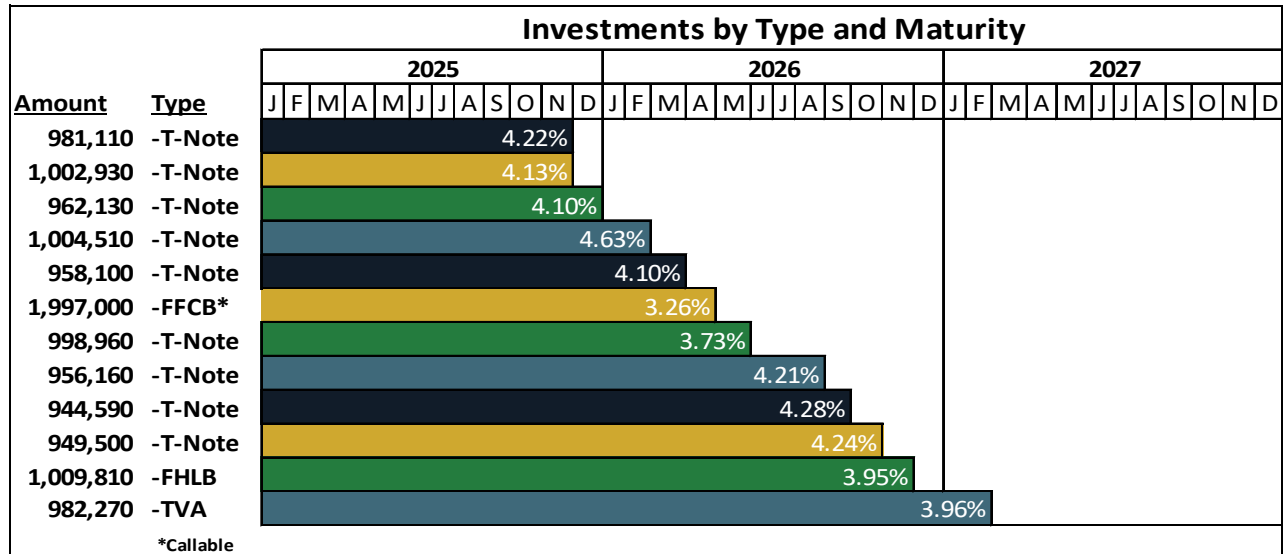
CASH & INVESTMENTS SUMMARY

as of September 30, 2025

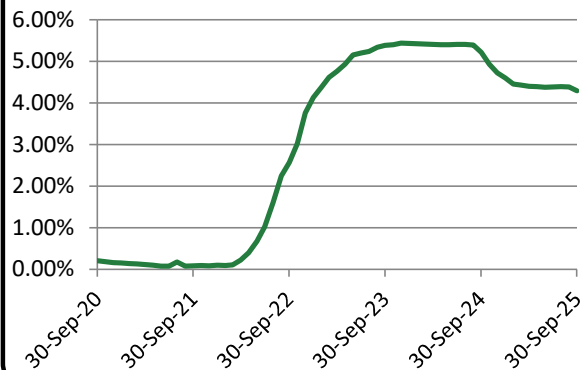
Average Days to Maturity	56	Investments see below*	12,747,070
		LGIP**	40,424,892
Average Weighted Yield	4.223%	TOTAL INVESTMENTS	53,171,962
		CASH	13,319,710
		TOTAL CASH & INVESTMENTS	\$ 66,491,672

* Held in custody at Principal Financial Group

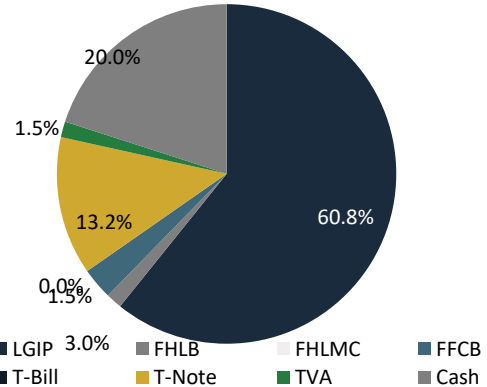
** Local Government Investment Pool



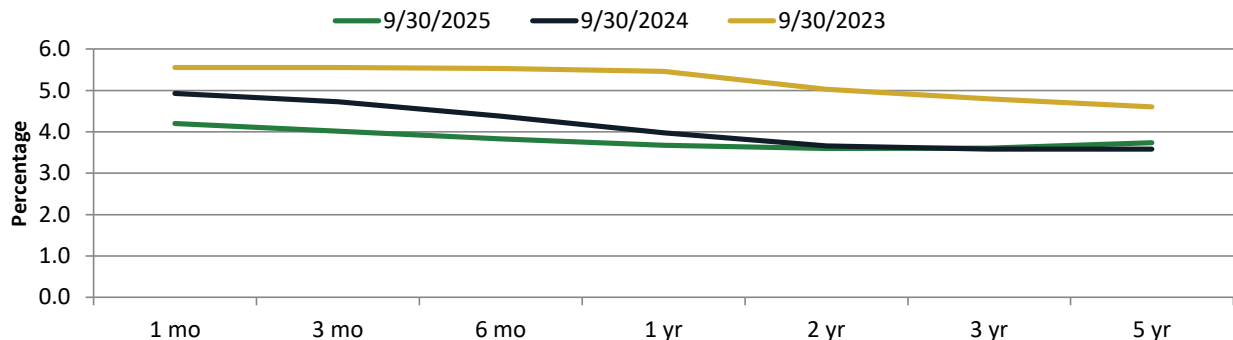
Historical LGIP Rate



Investment Portfolio



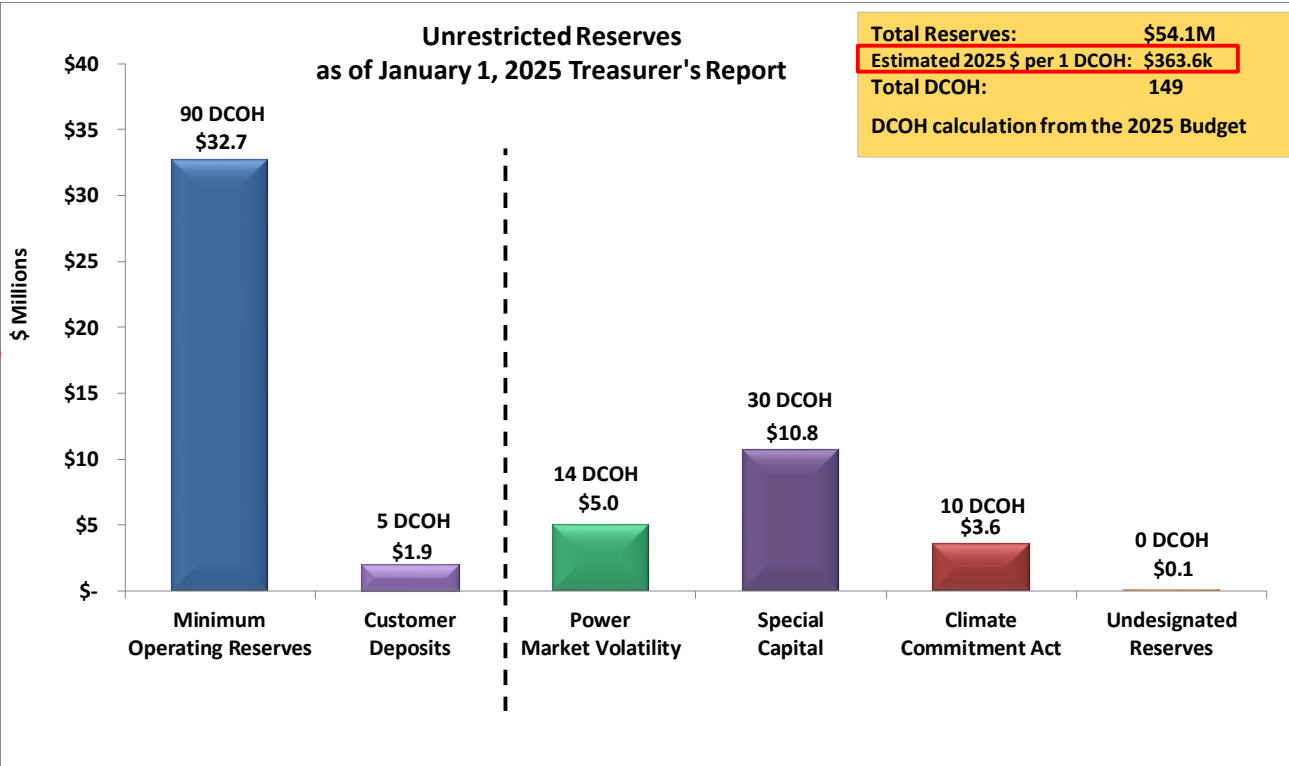
Daily Treasury Yield Curve



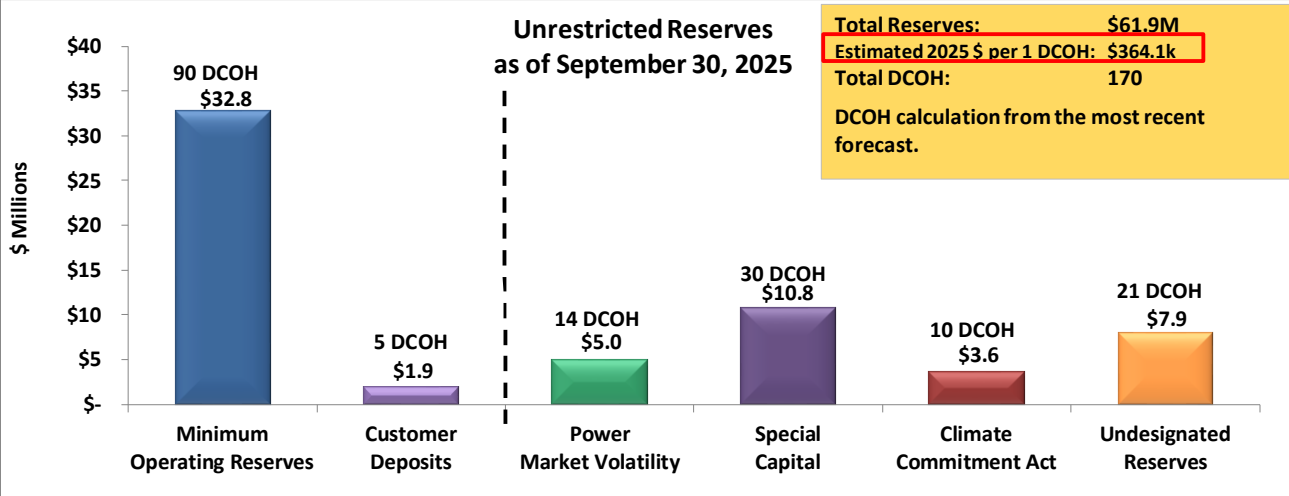
Source: <http://www.ustreas.gov/offices/domestic-finance/debt-management/interest-rate/yield.shtml>

Unrestricted Reserves and Days Cash on Hand (DCOH)

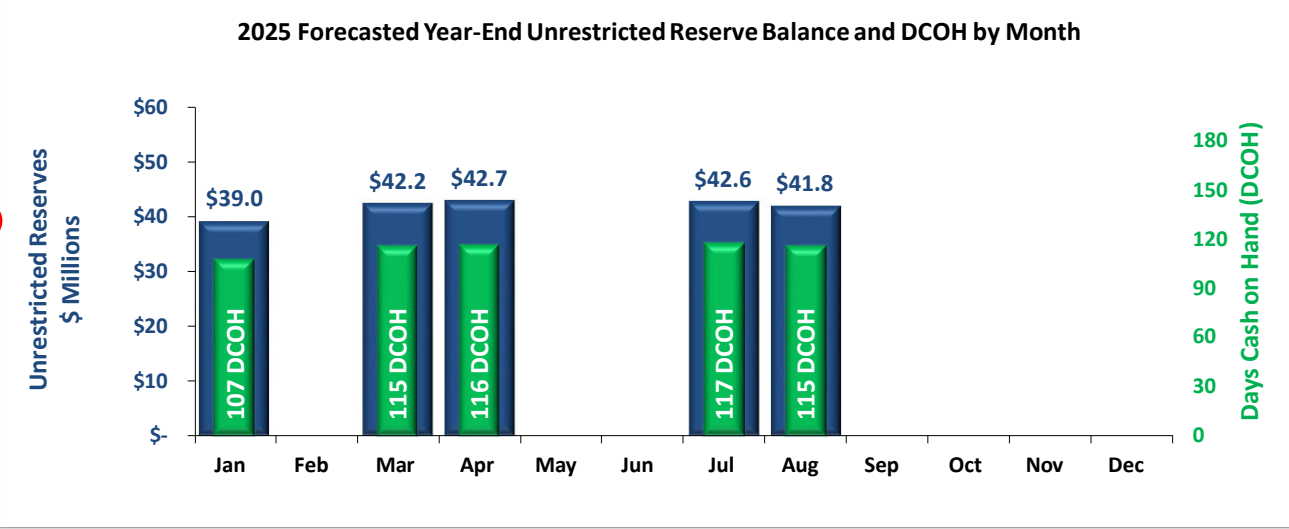
#1

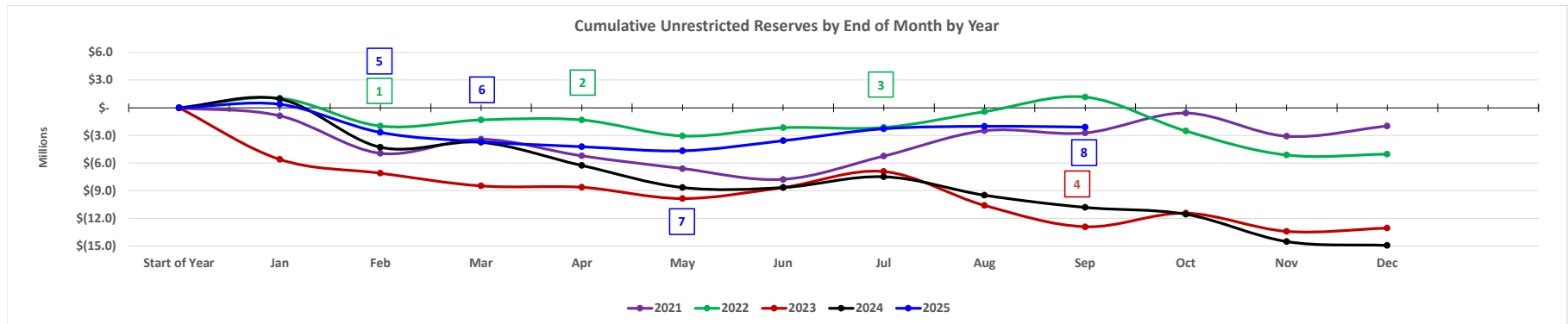


#2



#3





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.

MINUTES

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

Date: September 23, 2025

Time: 9:00 a.m.

Place: 2721 West 10th Avenue, Kennewick, Washington

Present: Commissioner Jeff Hall, President
Commissioner Lori Kays-Sanders, Vice-President
Commissioner Mike Massey, Secretary
General Manager Rick Dunn
Senior Director of Finance & Executive Administration Jon Meyer
Assistant General Manager/Sr. Director Engineering & Operations Steve Hunter
Director of Power Management Chris Johnson
Director of IT & Broadband Services Chris Folta
Director of Customer Service and Treasury Keith Mercer
Supv. 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: Blake Scherer, Senior Engineer Power Management; Duane Szendre, Superintendent of Operations; Evan Edwards, Manager of System Engineering; Jennifer Holbrook, Senior Manager of Applied Technology; Jenny Sparks, Manager of Customer Engagement; Katie Grandgeorge, Financial Analyst III; Karen Dunlap, Manager of Human Resources; Michelle Ochweri, Manager of Procurement; Paul Holgate, Cyber Security Engineer III; Robert Inman, Superintendent of Transportation & Distribution; Robert Frost, Supervisor of Energy Programs; Tyson Brown, Procurement Specialist II; Zach Underhill, Distribution Designer; Jody George, HR Generalist III; Roxie Weller, Admin Assistant II, Power Management; Kayla Sidwell, Sr. Communications Specialist; Kristen Demory, Customer Service Business Analyst III.

Call to Order & Pledge of Allegiance

The Commission and those present recited the Pledge of Allegiance.

Agenda Review

No changes.

Public Hearing - 2026-2029 Clean Energy Implementation Plan - Draft Review

President Hall opened the public hearing and stated its purpose was to provide customers and stakeholders the opportunity to share input with the District as it develops the 2026-2029 Clean Energy Implementation Plan, prior to its adoption.

Blake Scherer, Senior Engineer- Power Management, stated this was the second of four planned public hearings. He reviewed the CEIP draft and highlighted the following key areas:

- CETA Standards and CEIP Requirements – overview of the Clean Energy Transformation Act (CETA), coal elimination by 2025, greenhouse gas neutrality by 2030, and 100% clean electricity by 2045.
- Resource Plan and Clean Energy Forecast – CEIP must be consistent with the most recent 2024 Resource Plan; proposed 95% clean electricity target for 2026–2029.
- Specific Actions and Alternative Compliance – currently at 100% compliance so there is no incremental resource actions planned.
- Named Communities and Environmental Health Disparities (EHD) Map Data – identification of highly impacted and vulnerable populations as defined by statute.
- Equity Actions and Metrics / Energy Assistance – programs to reduce household energy burden, including low-income energy conservation measures and energy assistance forecasting.
- Public Input Process – hearings and online options to gather community feedback.

Mr. Scherer also noted the presentation was posted on the Benton PUD website for public access.

Public Testimony

The following public comment was received via the website:

Richard Stemsen, Kennewick, expressed opposition to the clean energy law, stating it was a waste of money.

As there was no one present to testify, public comments and the hearing were closed.

Business Agenda

Setting Public Hearing #3 - 2026-2029 Clean Energy Implementation Plan

Senior Engineer Blake Scherer requested the Commission set the third public hearing for the 2026-2029 Clean Energy Implementation Plan.

MOTION: Commissioner Sanders moved to set a Public Hearing for the purpose of receiving input on the 2026-2029 Clean Energy Implementation Plan on Tuesday, October 14, 2025, at 9:00

a.m., to be held at the District's Administration Office located at 2721 West 10th Avenue, Kennewick, Washington, as presented. Commissioner Massey seconded and upon vote, the motion carried unanimously.

Public Comment – Regular Meeting

None.

Consent Agenda

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

- a. Regular Commission Meeting Minutes of September 9, 2025
- b. Travel Report dated September 23, 2025
- c. Vouchers (report dated September 23, 2025) 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: 110743-110774 and 110929-110963 in the amount of \$1,712,922.03.
Checks & Customer Refund Payments (CHK): 90740-90827 in the amount of \$84,626.10;
Electronic Fund Transfer (WIRE) Payments: 7388-7392 in the amount of \$86,078.15;
Residential Conservation Rebates: Credits on Customer Accounts in the amount \$910.00;
Payroll: Direct Deposit – 9/11/2025: 110775-110928 in the amount \$450,116.29;
Grand total - \$2,334,652.57
- d. Canyon View Estates – Work Order #742733
- e. BPUD Ridgeline Drive Feeder – Work Order #743811
- f. Spectrum Enterprise/Ethernet Service Lease Agreement CO#5/Contract #21-46-11
- g. Contract Recommendation - Cabling & Technology Services/Contract #25-46-09
- h. Contract Recommendation – Paramount Communications/Contract #25-46-08

Management Report

Engineering/Operations:

1. **Sunheaven #3 Project Update** - Assistant GM/Sr. Director Steve Hunter provided an update on the Sunheaven #3 Project: Transmission line design is nearly complete and out for pole bids, with bids expected by the end of the week. This will set the schedule to move forward with a labor bid for pole installation to meet the aggressive August 15, 2026 deadline. The substation design work is underway, and the transformer is already on order. Agreement negotiations are ongoing, with significant back-and-forth. Two issues being discussed are “capacity”, with Benton REA requesting 10 MW and Sunheaven requesting 15 MW of substation capacity and “liquidated damages.” Parties are scheduled to meet again on

Thursday, with different solutions identified, depending on the outcome. Construction will proceed on a pay-as-you-go basis, with invoices billed directly upon receipt by the District.

IT & Broadband Services:

1. **NoaNet Update** - Director Chris Folta reported that on September 10, NoaNet member representatives unanimously approved the following: Amendments to the governing interlocal cooperation agreement, bylaws, articles of incorporation and membership of the Spokane Regional Broadband Development Authority ("Broadlinc"). With the addition of Broadlinc as a member, Benton PUD is now a 10% owner.

The Commission recessed at 10:09 a.m., reconvening at 10:19 a.m.

Finance/Executive Administration:

1. **Financial Report** - Senior Director Jon Meyer provided the Commission with a financial report for August, 2025.
2. **NWPPA Bulletin Cover Story** – Senior Director Meyer reported that Benton PUD will be featured on the cover of next month's NWPPA Bulletin for its EmPOWERed program.
3. **Employee Incentive Programs Annual Update** – HR Manager Karen Dunlap, along with Kristen Demory and Roxie Weller reported that employee participation in incentive programs remains strong, with 99% engagement in the Safety Program and 90% in the 360 Well-Being Program with 64% reaching the highest incentive level. They also highlighted the Incentive Power App, which makes it easy for employees to submit activities and sign up for programs.

General Manager:

1. **Flag Flying Protocol & 9/11 Display** – General Manager Rick Dunn reported that Benton PUD has displayed a 9/11 tribute for many years and follows proper flag protocol, raising and lowering the flag according to official federal and state flag-lowering directives.
2. **Columbia River Treaty - Agreement in Principle Level Setting (AIP)** – General Manager Dunn stated that BPA assumed full responsibility for Canada's power entitlement after the Mid-C utilities' 27.5% contribution ended following the agreement in principle (AIP) reached between the United States and Canada in July 2024. The AIP reduced BPA's obligation from 1,141 MW/454 aMW to 660 MW/305 aMW with a glide path to 550/225 by 2044. However, the expiration of the Mid-C contribution offset much of the benefit, leaving only a modest net reduction. Mid-C utilities are now in litigation/mediation with BPA over the issue.
3. **Site 1 SMR Path to Approval** – General Manager Dunn and the Commission discussed recent developments in Energy Northwest's small modular reactor (SMR) project.
 - a. On August 13, Energy Northwest's Board of Directors held a special meeting to discuss conditions for advancing the SMR project, with a conditional approval vote scheduled for October 23.
 - b. Key issues include member utility risk, agency risk, and reputational risk, with safeguards and mitigation measures requested by participating utilities.
 - c. The Commission emphasized the need for clarity on risk measures, potential off-

ramps, and mitigation steps before providing an affirmative vote on the project. Energy Northwest has offered to send a representative to present to the Commission, and GM Dunn will follow up on that offer.

4. **Webber Canyon Project Substation** – General Manager Dunn reported that KID is planning to build a water reservoir project in Badger Canyon and have concerns about the placement of 115-kilovolt transmission line poles near the reservoir. KID and BPA are at an impasse over the transmission line right-of-way across KID property. Manager Dunn has offered to facilitate a meeting at the District to help move the discussion forward.

Business Agenda - Continued

Rattlesnake Mountain Rebuild/Contract BID Award #25-21-22

Manager Evan Edwards reported that the District received two formal quotes for a labor contract to replace temporary cabling with permanent armored cable installation at the Combined Community Communications Facility located on Rattlesnake Ridge. He recommended awarding the contract to DJ's Electrical, Inc.

MOTION: Commissioner Massey moved to authorize the General Manager on behalf of the District to sign Contract #25-21-22 for Rattlesnake Mountain Rebuild to DJ's Electrical, Inc. of Battleground, WA for a not to exceed amount of \$242,885.00 plus WA State sales tax in accordance with RCW 54.04.080 as presented. Commissioner Sanders seconded, and upon vote, the motion carried unanimously.

Future Planning

November 11 Commission Meeting

The Commission agreed to reschedule the regular meeting originally set for November 11, 2025 (Veterans Day) to Wednesday, November 12, 2025. A resolution will be adopted at the next regular Commission meeting.

Public Hearing - Preliminary 2026 Budget and Rate Increase

The Commission agreed to hold a Public Hearing on the Proposed 2026 Budget and Rate Increase on November 12, 2025 at 6:00 p.m.

Meeting Reports

Low Income Advocacy Group Meeting

Commissioner Sanders reported on her attendance at the workshop and discussions regarding the Pay-As-You-Go program. Following discussion, the Commission agreed to have Director

Mercer present the Pay-As-You-Go program for further review and clarification at the next Commission meeting.

WPUDA Member Meeting

Commissioners Hall and Massey reported on their attendance at the September WPUDA meeting.

Adjournment

Hearing no objection, President Hall adjourned the meeting at 11:39 a.m.

Jeff Hall, President

ATTEST:

Lori Sanders, Secretary

Periodic Travel Report - October 14, 2025

<i>Date Start</i>	<i>Business Days</i>	<i>Name</i>	<i>City</i>	<i>Purpose</i>
9/12/2025	1	Doug Dobrec	Otis Orchards, WA	GLOVES
10/6/2025	2	Jessie Grad	Portland, OR	TESTING OF ELECTRICAL EQUIPMENT
10/6/2025	2	Katie Grandgeorge	Portland, OR	TESTING OF ELECTRICAL EQUIPMENT



PAYMENT APPROVAL
October 14, 2025

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

Type of Payment	Starting #	Ending #	Page #	Amount
Accounts Payable:				
Automated Clearing House (DD) Payments	110964 - 111175	111019 - 111233	1 - 5 5 - 14	\$ 2,218,005.69
Checks & Customer Refund Payments (CHK)	90828 -	90919 -	15 - 26	\$ 245,714.21
Electronic Fund Transfer (WIRE) Payments	7393 -	7411 -	27 - 29	\$ 12,090,281.18
Residential Conservation Rebates:				
Credits on Customer Accounts			30	\$ 1,830.00
Purchase Card Detail:				
Payroll:				
Direct Deposit - 9/25/2025	111020 -	111174 -		\$ 468,555.59
TOTAL				\$ 15,024,386.67
Void DD	September 2025		6	\$ 7,378.74
Void Checks	September 2025		15	\$ 1,597.63
Void Wires				\$ -

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

Jon Meyer
Jon L. Meyer, Auditor

10/6/2025
Date

Reviewed by:

Approved by:


Rick Dunn, General Manager

Jeffrey D. Hall, President

Lori Kays-Sanders, Vice-President

Michael D. Massey, Secretary

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
110964 9/17/25	DD	10929	ABSCO SOLUTIONS	Labor - Benton PUD IDS	4,090.49
110965 9/17/25	DD	963	ANIXTER INC.	MaterialTransformer, 25 kVA, single ph	34,308.08
				Transformer, 15 kVA, single ph	26,092.31
				Transformer, 37.5 kVA, single	14,999.33
				Transformer, 50 kVA, single ph	13,241.78
				Transformer	31,905.60
				Wire	1,047.20
Total for Check/Tran - 110965:					121,594.30
110966 9/17/25	DD	34	BENTON PUD-ADVANCE TRAVEL	NW Electric Meter School	730.30
110967 9/17/25	DD	3344	BOYD'S TREE SERVICE, LLC	Tree Trimming Svc	8,228.90
				Tree Trimming Svc	7,222.18
Total for Check/Tran - 110967:					15,451.08
110968 9/17/25	DD	10837	CAMPBELL & COMPANY SERVICE COR REEP		1,200.00
			REEP		200.00
			REEP		200.00
Total for Check/Tran - 110968:					1,600.00
110969 9/17/25	DD	394	COLUMBIA ELECTRIC SUPPLY	8PIN SCREW TERM SKT	286.14
				Relay, loss of DC, 48VDC	795.98
Total for Check/Tran - 110969:					1,082.12
110970 9/17/25	DD	2972	COMPUNET, INC.	Software Support/Maintenance	6,542.62
110971 9/17/25	DD	57	CONSOLIDATED ELECTRICAL DISTRIB	Unistrut, 1 5/8 inch by 13/16 inch.	176.79
110972 9/17/25	DD	3167	COOPERATIVE RESPONSE CENTER, IN	CRCLink User Lic/Multispeak OMS	11,711.14
110973 9/17/25	DD	10896	CULLIGAN QUENCH	Ice/Water Machine Rental	270.91
110974 9/17/25	DD	339	DELL MARKETING CORP	Credit - Inv 10820893012	-12,406.37
				Computers	12,406.42
				Hardware Warranty/Advanced Exchange Svc	685.53

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
Total for Check/Tran - 110974:					685.58
110975 9/17/25	DD	2898	ELECTRICAL CONSULTANTS, INC.	Professional Svc	1,589.50
110976 9/17/25	DD	11023	ELLERD, HULTGRENN & DAHLHAUSE	Professional Svc	3,780.00
110977 9/17/25	DD	10423	EVERGREEN SERVICES	Landscaping Svc	2,067.58
110978 9/17/25	DD	10169	FALCON SOFTWARE COMPANY, INC.	Software Support	3,262.50
				Software Support	2,962.50
Total for Check/Tran - 110978:					6,225.00
110979 9/17/25	DD	3130	GDS ASSOCIATES, INC.	NERC/WECC Compliance	337.50
110980 9/17/25	DD	79	GENERAL PACIFIC, INC.	ARM ROD 4 ACSR TAP	268.74
				PRO MT-1/Mag Magnetic Adapter	223.04
				PRO MT-1/PUL-3 Pulse Pickup w Suction Cp	516.80
Total for Check/Tran - 110980:					1,008.58
110981 9/17/25	DD	11048	GLOBAL SAFETY NETWORK	Background Screening Svc	-0.15
				Background Screening Svc	166.97
Total for Check/Tran - 110981:					166.82
110982 9/17/25	DD	3969	GPS INSIGHT, LLC	Device Monitoring	2,192.27
110983 9/17/25	DD	1624	JEFFREY D HALL	NoaNet	323.98
110984 9/17/25	DD	10056	HUMINSKYS HEATING & COOLING, LL	REEP	9,000.00
110985 9/17/25	DD	10660	IRBY ELECTRICAL UTILITIES	Splice, Automatic, #4-7/1 ACSR	1,769.09
110986 9/17/25	DD	446	JIMS PACIFIC GARAGES, INC.	Vehicle Parts	7,983.52
				Credit - PO 57853 Inv X100529164:01	-1,243.43
Total for Check/Tran - 110986:					6,740.09
110987 9/17/25	DD	11191	KELLER AND HECKMAN LLP	Professional Svc	3,010.00
110988 9/17/25	DD	103	KENNEWICK, CITY OF	Occupation Tax	548,271.02

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
110989 9/17/25	DD	10325	KNUTZEN ENGINEERING	Sunheaven Farm Substation	1,625.00
110990 9/17/25	DD	10162	LINGUISTICA INTERNATIONAL, INC.	Intrepreting Svc	90.11
110991 9/17/25	DD	3644	LOOMIS	Drop Box/Kiosks	1,979.71
				Safepoint Svc	1,374.94
				Total for Check/Tran - 110991:	3,354.65
110992 9/17/25	DD	1557	MOODY'S INVESTORS SERVICE	Annual Surveillance Fee	1,500.00
110993 9/17/25	DD	3821	NISC	Envelopes/Postage/Print Svc	4,142.23
				Envelopes/Postage/Print Svc	43,512.14
				Online Pymnts/ACH/Eft	1,085.21
				Online Pymnts/ACH/Eft	509.12
				Software License/Maintenance	8,734.28
				Software License/Maintenance	2,587.94
				Software License/Maintenance	3,881.90
				Software License/Maintenance	17,145.07
				Total for Check/Tran - 110993:	81,597.89
110994 9/17/25	DD	919	NOANET	Professional Svc	1,680.00
				Broadband Billing	15,874.45
				Broadband Billing	63,497.80
				MacDonald Miller	1,186.33
				Kennewick Co-Location	1,460.00
				Total for Check/Tran - 110994:	83,698.58
110995 9/17/25	DD	10770	ONEBRIDGE BENEFITS INC. (ADMIN)	Adminstrative Fees	111.00
110996 9/17/25	DD	3162	ONLINE INFORMATION SERVICES, INC.	Online Utility Exchange	1,326.50
110997 9/17/25	DD	2176	PACIFIC OFFICE AUTOMATION, INC.	Monthly Billing	62.02
110998 9/17/25	DD	11072	PPC SOLUTIONS INC.	Monthly Patrol	685.00
110999 9/17/25	DD	1161	PRINT PLUS	Brochures	-0.23

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Accounts Payable Check Register

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Brochures	251.65
				Total for Check/Tran - 110999:	251.42
111000 9/17/25	DD	10566	LANCE M PYLE	Altec Svc Repair - Equipment	64.00
111001 9/17/25	DD	10800	RADIAN RESEARCH, INC.	Material	-3,646.72
				Material	45,086.72
				Total for Check/Tran - 111001:	41,440.00
111002 9/17/25	DD	146	S&C ELECTRIC COMPANY	FUSE MT. ASSY,S&C,SMU-20,VERT.	5,352.96
111003 9/17/25	DD	2154	SENSUS USA, INC.	Meter, Sensus 2SRD Stratus IQ 200A, 240V	94,353.10
				Software Subscription	1,500.00
				Total for Check/Tran - 111003:	95,853.10
111004 9/17/25	DD	10230	SMG-TRI CITIES, LLC	Advertising	2,520.00
111005 9/17/25	DD	11194	SPECIALIZED PAVEMENT MARKING, L	BPUD Parking Lot Maintenance	-400.40
				BPUD Parking Lot Maintenance	4,950.40
				Total for Check/Tran - 111005:	4,550.00
111006 9/17/25	DD	2745	STELLA-JONES CORP.	Fire Pole Wrap	21,107.20
111007 9/17/25	DD	219	STONEWAY ELECTRIC SUPPLY	Conduit - Bend 90	7,026.66
				Conduit - Bend 90	-6.46
				Total for Check/Tran - 111007:	7,020.20
111008 9/17/25	DD	1124	THE PAPE GROUP, INC.	Warehouse Door Repair/Replace	-1.61
				Warehouse Door Repair/Replace	1,781.95
				Total for Check/Tran - 111008:	1,780.34
111009 9/17/25	DD	11042	TITAN TELECOM INTERNATIONAL	Communication Equipment	15,242.88
				Communication Equipment	-1,232.88
				Total for Check/Tran - 111009:	14,010.00
111010 9/17/25	DD	3589	TOTAL QUALITY AIR, LLC	REEP	7,500.00
111011 9/17/25	DD	139	TOWNSQUARE MEDIA TRI CITIES	Advertising	3,130.00

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Accounts Payable Check Register

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
111012 9/17/25	DD	3441	TRAVIS PATTERN & FOUNDRY INC.	Cable	5,434.40
111013 9/17/25	DD	1163	TYNDALE ENTERPRISES, INC.	Clothing-Anomasiri	115.87
111014 9/17/25	DD	193	UNITED PARCEL SERVICE OF AMERIC	Mailing Svc	48.64
				Mailing Svc	48.29
Total for Check/Tran - 111014:					96.93
111015 9/17/25	DD	10154	US PAYMENTS, LLC	Paysite/Kiosk/Card Processing Fees	320.22
				Paysite/Kiosk/Card Processing Fees	1,440.00
Total for Check/Tran - 111015:					1,760.22
111016 9/17/25	DD	272	UTILITIES UNDERGROUND LOCATION	Underground Locate Svc	523.80
111017 9/17/25	DD	11062	VESTIS SERVICES, LLC	Weekly Svc	35.80
				Weekly Svc	27.73
				Weekly Svc	22.08
				Weekly Svc	38.14
				Weekly Svc	18.39
Total for Check/Tran - 111017:					142.14
111018 9/17/25	DD	4235	WATER STREET PUBLIC AFFAIRS, LLC	Lobbying	6,500.00
111019 9/17/25	DD	11134	WELLABLE LLC	Pro Wellness Plan	350.00
111175 9/23/25	DD	963	ANIXTER INC.	Transformers	7,945.07
				Wire, 12.5M, 7 str.	1,196.80
Total for Check/Tran - 111175:					9,141.87
111176 9/23/25	DD	10496	ARNETT INDUSTRIES, LLC	Tool Repair	1,547.45
				Tool Repair	998.74
Total for Check/Tran - 111176:					2,546.19
111177 9/23/25	DD	34	BENTON PUD-ADVANCE TRAVEL	EnerSys Lead Acid Battery Seminar	146.20
111178 9/23/25	DD	10837	CAMPBELL & COMPANY SERVICE COR REEP		200.00
			REEP		200.00

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				REEP	200.00
				REEP	200.00
				REEP	1,000.00
				REEP	1,000.00
				REEP	200.00
				REEP	200.00
				REEP	200.00
				Total for Check/Tran - 111178:	3,400.00
111179 9/23/25	DD	10630	CAMPBELL TRAINING SOLUTIONS, LL	Empowered Episodes	1,402.50
111180 9/23/25	DD	166	CENTURYLINK	Monthly Billing	702.46
111181 9/23/25	DD	2972	COMPUNET, INC.	Azure Monthly Billing	21.76
				Software License	9,537.04
				Total for Check/Tran - 111181:	9,558.80
111182 9/23/25	DD	2757	RICK T DUNN	IOU Residential Exchange Discussion	830.00
111183 9/23/25	DD	10423	EVERGREEN SERVICES	Landscaping Svc	9,814.49
111184 9/23/25	DD	10982	FEDERAL ENGINEERING, INC.	Professional Svc	1,469.00
111185 9/23/25	DD	10255	FOUNDATION FOR WATER & ENERGY	Professional Svc	7,378.74 VOID
111186 9/23/25	DD	11116	FRONTLINE MEDICAL, PLLC	Employee Physicals	110.00
111187 9/23/25	DD	1624	JEFFREY D HALL	WPUDA Mtg	650.45
111188 9/23/25	DD	4207	INFORMATION FIRST, INC.	Content Mgr	2,000.00
111189 9/23/25	DD	214	JACOBS & RHODES	REEP	200.00
				REEP	200.00
				Total for Check/Tran - 111189:	400.00
111190 9/23/25	DD	10563	MESSAGE TECHNOLOGIES, INC.	IVR/SMS Serivce	1,680.00
111191 9/23/25	DD	10769	ONEBRIDGE BENEFITS INC.	Flex Spending Dependent Care	185.19

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Flex Spending Health Care	2,856.37
				Total for Check/Tran - 111191:	3,041.56
111192 9/23/25	DD	2176	PACIFIC OFFICE AUTOMATION, INC.	Monthly Billing	21.56
				Monthly Billing	190.17
				Monthly Billing	173.29
				Total for Check/Tran - 111192:	385.02
111193 9/23/25	DD	585	PARADISE BOTTLED WATER CO.	Monthly Billing	640.08
				Monthly Billing	9.78
				Total for Check/Tran - 111193:	649.86
111194 9/23/25	DD	1241	PARAMOUNT COMMUNICATIONS, INC.	Richland CRAN Splice	2,167.48
				20 - Off-the-Dock Labor	16,257.29
				Washington Monitoring Behavioral Health	398.04
				20 - Off-the-Dock Labor	2,716.50
				Total for Check/Tran - 111194:	21,539.31
111195 9/23/25	DD	10095	PASCO TIRE FACTORY, INC.	Tires	1,215.10
111196 9/23/25	DD	10671	PRINCIPAL BANK	EE Vision	78.19
				ER Vision	3,002.24
				EE Health	11,284.36
				ER Health	225,965.18
				EE Dental	477.22
				ER Dental	17,731.09
				Total for Check/Tran - 111196:	258,538.28
111197 9/23/25	DD	985	SPECTRUM PACIFIC WEST, LLC	Monthly Billing	607.81
				Monthly Billing	591.01
				Total for Check/Tran - 111197:	1,198.82
111198 9/23/25	DD	3502	SYLVAN LEARNING CENTER	Employee/Candidate Testing	50.00
111199 9/23/25	DD	11046	TOPCON SOLUTIONS STORE	Pole Clamp	730.35

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
111200 9/23/25	DD	1027	UNION PACIFIC RAILROAD	Wireline Crossing Permit - Union Pacific	19,300.00
111201 9/23/25	DD	1048	UNITED WAY OF BENTON & FRANKLI	EE United Way Contribution	381.23
111202 9/23/25	DD	11062	VESTIS SERVICES, LLC	Weekly Svc	35.80
				Weekly Svc	38.14
				Weekly Svc	27.73
				Weekly Svc	22.08
				Weekly Svc	18.39
Total for Check/Tran - 111202:					142.14
111203 10/1/25	DD	433	ALTEC INDUSTRIES, INC.	Cab & Chassis	363,610.69
111204 10/1/25	DD	10496	ARNETT INDUSTRIES, LLC	Gloves	938.21
				Electrical Testing	1,180.44
Total for Check/Tran - 111204:					2,118.65
111205 10/1/25	DD	36	BENTON PUD - REVOLVING FUND-MAI	Revolving Fund Admin - QCD 720827	306.50
111206 10/1/25	DD	34	BENTON PUD-ADVANCE TRAVEL	Governors Health & Safety Conf	177.38
				Governors Health & Safety Conf	375.48
				NWPPA Incident Investigation Taining	412.48
Total for Check/Tran - 111206:					965.34
111207 10/1/25	DD	3828	BORDER STATES INDUSTRIES, INC.	Test Sw. FT-1,(3C,4P)	1,658.61
				Clamp, two bolt hot line conn	24,620.35
				Material	22,837.12
				TERM END VACL 350 12 BN	2,549.06
				TERM END VHCL-500 12 BN	4,887.29
				Long Ball Stud	8,020.73
				ANIMAL BIRD GUARDS	1,446.60
				Clamp, two bolt hot line conn	14,253.90
				Meter Base 20A 13 Jaw Mtr Skt	8,075.79
Total for Check/Tran - 111207:					88,349.45

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
111208 10/1/25	DD	3344	BOYD'S TREE SERVICE, LLC	Tree Trimming Svc	3,465.03
				Tree Trimming Svc	7,199.67
				Tree Trimming Svc	2,324.93
Total for Check/Tran - 111208:					12,989.63
111209 10/1/25	DD	3439	DJ'S ELECTRICAL, INC.	Hedges Substation	91,165.26
				Cable Replacement	4,355.21
				Cable Replacement	1,224.91
				Cable Replacement	57,939.28
Total for Check/Tran - 111209:					154,684.66
111210 10/1/25	DD	10627	DOUGLAS S DOBREC	Glove Pickup	25.00
111211 10/1/25	DD	2571	GN NORTHERN, INC.	Sun Heaven #3 - Site Report	20,700.00
111212 10/1/25	DD	10420	HEALTH INVEST HRA TRUST	Monthly Fees	92.85
111213 10/1/25	DD	3171	JODI A HENDERSON	NWPPA NIC Conf	932.80
111214 10/1/25	DD	10660	IRBY ELECTRICAL UTILITIES	DE BODIES 795 DRAKE	11,362.90
				DE AL DBL TONGUE IBIS	4,175.09
				DE AL DBL TONGUE IBIS	1,192.88
Total for Check/Tran - 111214:					16,730.87
111215 10/1/25	DD	877	CHRISTOPHER N JOHNSON	NEEA Qtr 3 - Board Mtg	486.10
111216 10/1/25	DD	11133	MICHAEL D MASSEY	WPUDA	155.94
111217 10/1/25	DD	919	NOANET	Porfessional Svc	840.00
				Porfessional Svc	280.00
Total for Check/Tran - 111217:					1,120.00
111218 10/1/25	DD	2176	PACIFIC OFFICE AUTOMATION, INC.	Monthly Billing	373.62
				Monthly Billing	167.56
Total for Check/Tran - 111218:					541.18
111219 10/1/25	DD	1241	PARAMOUNT COMMUNICATIONS, INC.	Kennewick CRAN 022	1,433.03

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				20 - Off-the-Dock Labor	5,441.00
				McNary River Sub	2,334.96
				20 - Off-the-Dock Labor	6,030.67
Total for Check/Tran - 111219:					15,239.66
111220 10/1/25	DD	4254	POWERWORLD CORP	PowerWorld Maintenance	6,702.08
111221 10/1/25	DD	1161	PRINT PLUS	Riverfest/Pad Mount Xfr Post Card	-0.21
				Riverfest/Pad Mount Xfr Post Card	232.76
				New Customer Post Cards	-1.20
				New Customer Post Cards	1,298.01
Total for Check/Tran - 111221:					1,529.36
111222 10/1/25	DD	10718	PUBLIC UTILITY DIST PEND ORIELLE C CWPU UIP Expenses		1,417.73
111223 10/1/25	DD	10800	RADIAN RESEARCH, INC.	Tool Recertification	102.90
				Tool Recertification	90.00
				Three Phase Analyzer	887.29
				Tool Recertification	90.00
Total for Check/Tran - 111223:					1,170.19
111224 10/1/25	DD	10951	RELIANCE STANDARD LIFE INSURANC	Self Insured STD Fee	186.25
111225 10/1/25	DD	10947	RELIANCE STANDARD LIFE INSURANC	Basic Life	827.55
				Basic Life AD&D	165.51
				Non Barg Basic AD&D	80.47
				Non Barg Basic Dep Life	78.65
				Non Barg Basic Life	1,069.99
				Supplemental AD&D - Child	8.16
				Supplemental AD&D - EE	535.20
				Supplemental AD&D - Spouse	231.90
				Supplemental Life - Child	48.96
				Supplemental Life - EE	2,007.60
				Supplemental Life - Spouse	414.65

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				LTD Core Buy Up	880.23
				LTD Core No Buy Up	3,329.03
Total for Check/Tran - 111225:					9,677.90
111226 10/1/25	DD	11152	RIVERLINE POWER, LLC	Benton City Feeder Buildout	4,103.46
111227 10/1/25	DD	396	SD MYERS, LLC	Oil Testing - Windfarm	13,056.00
111228 10/1/25	DD	11080	SHANNON L SENSIBAUGH	Governors Health & Safety Conf	746.92
111229 10/1/25	DD	11046	TOPCON SOLUTIONS STORE	Clip Mount	293.78
111230 10/1/25	DD	2490	TRI CITIES AREA JOURNAL OF BUSINE	Advertising	1,665.00
111231 10/1/25	DD	193	UNITED PARCEL SERVICE OF AMERIC	Mailing Svc	48.16
111232 10/1/25	DD	11062	VESTIS SERVICES, LLC	Weekly Svc	35.80
				Weekly Svc	38.14
				Weekly Svc	27.73
				Weekly Svc	22.08
				Weekly Svc	18.39
Total for Check/Tran - 111232:					142.14
111233 10/1/25	DD	724	HERITAGE PROFESSIONAL LANDSCAP	Landscape Svc	19.85
				Landscape Svc	85.40
				Landscaping Svc	54.50
				Landscaping Svc	46.93
				Landscaping Svc	13.24
				Landscaping Svc	17.99
				Landscaping Svc	14.75
				Landscaping Svc	15.98
				Landscape Svc	85.40
				Landscape Svc	13.24
				Landscape Svc	14.75
				Landscape Svc	17.99

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Landscape Svc	54.50
				Landscape Svc	15.98
				Landscape Svc	46.93
				Landscape Svc	19.85
				Landscape Svc	85.40
				Landscape Svc	13.24
				Landscape Svc	14.75
				Landscape Svc	17.99
				Landscape Maintenance	54.50
				Landscape Svc	15.98
				Landscape Svc	46.93
				Landscape Svc	19.85
				Landscaping Svc	85.40
				Landscaping Svc	13.24
				Landscaping Svc	14.75
				Landscaping Svc	17.99
				Landscaping Svc	54.50
				Landscaping Svc	15.98
				Landscaping Svc	46.93
				Landscaping Svc	19.85
				Landscaping Svc	85.40
				Landscaping Svc	13.24
				Landscaping Svc	14.75
				Landscaping Svc	17.99
				Landscaping Svc	54.50
				Landscaping Svc	15.98
				Landscaping Svc	46.93
				Landscaping Svc	19.85
				Landscaping Svc	85.40
				Landscaping Svc	13.24
				Landscaping Svc	14.75

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Landscaping Svc	17.99
				Landscaping Svc	54.50
				Landscaping Svc	15.98
				Landscaping Svc	46.93
				Landscaping Svc	19.85
				Landscaping Svc	85.40
				Landscaping Svc	13.24
				Landscaping Svc	14.75
				Landscaping Svc	17.99
				Landscaping Svc	54.50
				Landscaping Svc	15.98
				Landscaping Svc	46.93
				Landscaping Svc	19.85
				Landscaping Svc	85.40
				Landscaping Svc	13.24
				Landscaping Svc	14.75
				Landscaping Svc	17.99
				Landscaping Svc	54.50
				Landscaping Svc	15.98
				Landscaping Svc	46.93
				Landscaping Svc	19.85
				Landscaping Svc	85.40
				Landscaping Svc	13.24
				Landscaping Svc	14.75
				Landscaping Svc	17.99
				Landscaping Svc	54.50
				Landscaping Svc	15.98
				Landscaping Svc	46.93
				Landscaping Svc	19.85
				Landscape Svc	14.75
				Landscape Svc	17.99

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Landscape Svc	54.50
				Landscape Svc	15.98
				Landscape Svc	46.93
				Landscape Svc	19.85
				Landscape Svc	13.24
				Landscape Svc	85.40
				Landscaping Svc	85.40
				Landscaping Svc	13.24
				Landscaping Svc	14.75
				Landscaping Svc	17.99
				Landscaping Svc	54.50
				Landscaping Svc	15.98
				Landscaping Svc	46.93
				Landscaping Svc	19.85
				Landscaping Svc	19.85
				Landscaping Svc	85.40
				Landscaping Svc	13.24
				Landscaping Svc	14.75
				Landscaping Svc	17.99
				Landscaping Svc	46.93
				Landscape Svc	54.50
				Landscape Svc	15.98
Total for Check/Tran - 111233:					3,223.68

Total Payments for Bank Account - 1 :	(114)	2,218,005.69
Total Voids for Bank Account - 1 :	(1)	7,378.74
Total for Bank Account - 1 :	(115)	2,225,384.43

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Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
90691 8/27/25	CHK	3459	ALMETEK INDUSTRIES INC.	Transformer Numbers (100 Pack)	203.23 VOID
				Transformer Numbers (100 Pack)	1,016.17 VOID
				Transformer Numbers (100 Pack)	203.23 VOID
Total for Check/Tran - 90691:					1,422.63 VOID
90739 8/27/25	CHK	99999	RANDALL YEATS	Credit Balance Refund	175.00 VOID
90828 9/17/25	CHK	3459	ALMETEK INDUSTRIES INC.	Transformer Numbers (100 Pack)	203.23
				Transformer Numbers (100 Pack)	1,016.17
				Transformer Numbers (100 Pack)	203.23
Total for Check/Tran - 90828:					1,422.63
90829 9/17/25	CHK	258	APOLLO MECHANICAL CONTRACTOR	REEP	200.00
90830 9/17/25	CHK	259	BENTON FRANKLIN COMMUNITY ACT	Helping Hands	1,106.55
90831 9/17/25	CHK	37	BENTON PUD - REVOLVING FUND-OPE	Meals - King	49.09
				Meals - Koerperich	37.09
				Meals - Neibuhr	46.64
				Meals - michel	49.91
				Welch - 3 Gal Water Reimbursement	9.11
				Meals - Michel	34.22
				Meals - Niebuhr	25.73
Total for Check/Tran - 90831:					251.79
90832 9/17/25	CHK	1002	CALHOUN & DEJONG, INC.	Material	-0.35
				7x18 1/2 Micron Pleated Paper Cartridge	308.30
				O-Ring	91.38
Total for Check/Tran - 90832:					399.33
90833 9/17/25	CHK	32	CITY OF BENTON CITY	Occupation Tax	12,938.47
90834 9/17/25	CHK	10615	CONCRETE SPECIAL TIES, INC.	Screed pins 2 footers	316.61
90835 9/17/25	CHK	2831	CORRECTIONAL INDUSTRIES	Office Furniture	6,190.35

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Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
90836 9/17/25	CHK	4947	KENNEWICK CITY OF	District Claim - 25-41-L	1,005.45
90837 9/17/25	CHK	10954	MILLERS ELECTRIC SERVICE, LLC	Meter Install	-2.97
				Meter Install	3,227.60
				Remove/Replace Meter Base	3,578.08
Total for Check/Tran - 90837:					6,802.71
90838 9/17/25	CHK	310	MOON SECURITY SERVICES, INC.	Monitoring Svc	271.48
				Monitoring Svc	203.89
				Monitoring Svc	102.12
				Monitoring Svc	102.12
				Monitoring Svc	102.12
				Monitoring Svc	193.76
Total for Check/Tran - 90838:					975.49
90839 9/17/25	CHK	128	PERFECTION GLASS, INC.	Install Exterior Door	3,209.60
				REEP	126.00
Total for Check/Tran - 90839:					3,335.60
90840 9/17/25	CHK	135	PROSSER, CITY OF	Occupation Tax	46,157.96
90841 9/17/25	CHK	379	PURMS JOINT SELF INSURANCE FUND	Liability General Assessment	45,401.60
90842 9/17/25	CHK	141	RICHLAND, CITY OF	Occupation Tax	308.63
90843 9/17/25	CHK	3961	SIERRA ELECTRIC, INC.	Repair/Replace Meter Base	299.91
				Repair/Replace Meter Base	316.79
Total for Check/Tran - 90843:					616.70
90844 9/17/25	CHK	100	WASTE MANAGEMENT OF WASHINGT	Monthly Billing	1,043.76
				Monthly Billing	320.11
				Monthly Billing	599.24
Total for Check/Tran - 90844:					1,963.11
90845 9/17/25	CHK	10649	ZIPLY FIBER	Monthly Billing	125.16

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Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
90846 9/17/25	CHK	99999	TERRI L ALLESSIO	Credit Balance Refund	250.00
90847 9/17/25	CHK	99999	NIKILYN BOWER	Credit Balance Refund	250.00
90848 9/17/25	CHK	99999	AGATHA M CHRONOS	Credit Balance Refund	21.00
90849 9/17/25	CHK	99999	AUDELIA E CORTEZ	Credit Balance Refund	450.00
90850 9/17/25	CHK	99999	MELVA GOMEZ	Credit Balance Refund	225.71
90851 9/17/25	CHK	99999	TERRI L HANSEN	Credit Balance Refund	488.59
90852 9/17/25	CHK	99999	HOGBACK CANAL DRIVE LLC	Credit Balance Refund	84.09
90853 9/17/25	CHK	99999	LEWIS JOHNSON	Credit Balance Refund	242.44
90854 9/17/25	CHK	99999	SUE C LEONARD	Credit Balance Refund	375.00
90855 9/17/25	CHK	99999	DALIA E MARTINEZ	Credit Balance Refund	249.90
90856 9/17/25	CHK	99999	DUANE MCPHERON	Reimbursement - Trenching Cost	1,000.00
90857 9/17/25	CHK	99999	DANE OSTREM	Credit Balance Refund	89.25
90858 9/17/25	CHK	99999	KENNETH S OWENS	Credit Balance Refund	1,000.00
90859 9/17/25	CHK	99999	THOMAS E PICKETT	Credit Balance Refund	350.00
90860 9/17/25	CHK	99999	RICHARDS LIVING TRUST	Credit Balance Refund	1,496.59
90861 9/17/25	CHK	99999	JAZMEIR RUSSELL	Credit Balance Refund	162.28
90862 9/17/25	CHK	99999	CHELSEA R SALDANA	Credit Balance Refund	108.83
90863 9/17/25	CHK	99999	ELAINE D WEATHERBY	Credit Balance Refund	400.00
90864 9/17/25	CHK	3344	BOYD'S TREE SERVICE, LLC	Tree Trimming Svc	261.20
				Tree Trimming Svc	451.47
				Tree Trimming Svc	348.26
				Tree Trimming Svc	496.20

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Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Tree Trimming Svc	228.55
				Tree Trimming Svc	348.26
				Tree Trimming Svc	468.34
				Tree Trimming Svc	348.26
				Tree Trimming Svc	348.26
				Tree Trimming Svc	462.94
				Tree Trimming Svc	441.32
				Tree Trimming Svc	375.28
				Tree Trimming Svc	468.34
				Tree Trimming Svc	348.26
				Tree Trimming Svc	441.32
				Tree Trimming Svc	348.26
				Tree Trimming Svc	351.39
				Tree Trimming Svc	117.09
				Tree Trimming Svc	468.34
				Tree Trimming Svc	348.26
				Tree Trimming Svc	360.26
				Tree Trimming Svc	348.26
				Tree Trimming Svc	351.26
				Tree Trimming Svc	348.26
				Tree Trimming Svc	468.34
				Tree Trimming Svc	348.26
				Tree Trimming Svc	265.69
				Tree Trimming Svc	348.26
				Tree Trimming Svc	468.34
				Tree Trimming Svc	348.26
				Tree Trimming Svc	348.26
				Tree Trimming Svc	207.15
				Tree Trimming Svc	632.64
				Tree Trimming Svc	441.32
				Tree Trimming Svc	348.26

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Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Tree Trimming Svc	339.84
				Tree Trimming Svc	348.26
				Tree Trimming Svc	215.15
				Tree Trimming Svc	348.26
				Tree Trimming Svc	180.13
				Tree Trimming Svc	87.07
				Tree Trimming Svc	468.34
				Tree Trimming Svc	261.20
				Tree Trimming Svc	468.34
				Tree Trimming Svc	348.26
				Tree Trimming Svc	595.17
				Tree Trimming Svc	468.34
				Tree Trimming Svc	174.13
				Tree Trimming Svc	351.26
				Tree Trimming Svc	174.13
				Tree Trimming Svc	414.30
				Tree Trimming Svc	348.26
				Tree Trimming Svc	468.34
				Tree Trimming Svc	174.13
				Tree Trimming Svc	441.32
				Tree Trimming Svc	468.34
				Tree Trimming Svc	261.20
				Tree Trimming Svc	387.28
				Tree Trimming Svc	261.20
				Tree Trimming Svc	409.80
				Tree Trimming Svc	456.34
				Tree Trimming Svc	351.26
				Tree Trimming Svc	348.26
				Tree Trimming Svc	292.71
				Tree Trimming Svc	612.10
				Tree Trimming Svc	175.63
				Tree Trimming Svc	

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Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Tree Trimming Svc	315.24
				Tree Trimming Svc	436.82
				Tree Trimming Svc	405.29
				Tree Trimming Svc	348.26
				Tree Trimming Svc	480.48
				Landscaping Svc	468.34
				Landscaping Svc	348.26
				Tree Trimming Svc	430.30
				Tree Trimming Svc	348.26
				Tree Trimming Svc	468.34
				Tree Trimming Svc	441.32
				Tree Trimming Svc	348.26
				Tree Trimming Svc	441.32
				Tree Trimming Svc	296.02
				Tree Trimming Svc	297.22
				Tree Trimming Svc	348.26
				Tree Trimming Svc	468.34
				Tree Trimming Svc	348.26
				Tree Trimming Svc	348.26
				Tree Trimming Svc	456.63
				Tree Trimming Svc	468.34
				Tree Trimming Svc	348.26
				Tree Trimming Svc	351.26
				Tree Trimming Svc	261.20
				Tree Trimming Svc	451.91
				Tree Trimming Svc	354.51
				Tree Trimming Svc	348.26
				Tree Trimming Svc	468.34
				Tree Trimming Svc	468.34
				Tree Trimming Svc	348.26
				Tree Trimming Svc	297.22

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Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Tree Trimming Svc	261.20
				Tree Trimming Svc	234.17
				Tree Trimming Svc	174.13
Total for Check/Tran - 90864:					36,479.65
90865 9/23/25	CHK	1733	ATOMIC SCREEN PRINTING & EMBROI	Employee Clothing	635.04
				Employee Clothing	1,065.70
				Employee Clothing	117.44
				Employee Clothing	154.43
				Employee Clothing	130.49
				Employee Clothing	715.51
				Employee Clothing	621.97
				Employee Clothing	145.73
				Employee Clothing	42.41
				Employee Clothing	89.15
				Employee Clothing	324.07
				Employee Clothing	864.50
Total for Check/Tran - 90865:					4,906.44
90866 9/23/25	CHK	39	BENTON COUNTY	County GIS Prints	40.00
90867 9/23/25	CHK	259	BENTON FRANKLIN COMMUNITY ACT	REEP	4,819.40
				REEP	6,761.92
Total for Check/Tran - 90867:					11,581.32
90868 9/23/25	CHK	35	BENTON PUD - CUSTOMER ACCOUNT	Monthly Billing	439.61
90869 9/23/25	CHK	1002	CALHOUN & DEJONG, INC.	Micron Aquacon Cartridge	-0.34
				Micron Aquacon Cartridge	381.50
Total for Check/Tran - 90869:					381.16
90870 9/23/25	CHK	10615	CONCRETE SPECIAL TIES, INC.	Material	-194.30
				Hilti Foam CF-AS CJP	2,402.30
Total for Check/Tran - 90870:					2,208.00

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09/15/2025 To 10/03/2025

Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
90871 9/23/25	CHK	2831	CORRECTIONAL INDUSTRIES	Office Chair	484.16
90872 9/23/25	CHK	77	FRONTIER FENCE, INC.	Fence Repair	435.20
90873 9/23/25	CHK	2699	TOTAL ENERGY MANAGEMENT & HV	REEP	1,200.00
90874 9/23/25	CHK	992	VERIZON NORTHWEST	Monthly Billing	2,446.21
90875 9/23/25	CHK	232	WASHINGTON STATE UNIVERSITY	Power eng Partner Membership	8,000.00
90876 9/23/25	CHK	99999	THOMAS BUSHAW	Heat Pump Water Heater Rebate	900.00
90877 10/1/25	CHK	2425	AT&T MOBILITY, LLC	Monthly Billing	5.45
90878 10/1/25	CHK	259	BENTON FRANKLIN COMMUNITY ACT	Helping Hands	2,614.01
90879 10/1/25	CHK	35	BENTON PUD - CUSTOMER ACCOUNT	Monthly Billing	554.27
90880 10/1/25	CHK	54	BNSF RAILWAY COMPANY	Permit - Kiona	225.00
				Permit - Badger	200.00
				Permit - Vista	100.00
				Land Lease - Paterson	4,223.38
Total for Check/Tran - 90880:					4,748.38
90881 10/1/25	CHK	243	FEDERAL EXPRESS CORP	Mailing Svc	111.43
				Mailing Svc	124.84
				Mailing Svc	138.02
				Mailing Svc	42.43
Total for Check/Tran - 90881:					416.72
90882 10/1/25	CHK	1970	FITCH, RATINGS, INC.	Annual Surveillance Fee	7,500.00
90883 10/1/25	CHK	77	FRONTIER FENCE, INC.	Gate/Fence Repair	652.20
90884 10/1/25	CHK	141	RICHLAND, CITY OF	Fiber Lease	293.49
				Fiber Lease	586.98
				Fiber Lease	586.98
				Fiber Lease	146.75

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Accounts Payable Check Register

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09/15/2025 To 10/03/2025

Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
90885 10/1/25	CHK	3961	SIERRA ELECTRIC, INC.	Repair/Replace Meter	499.34
				Repair/Replace Meter	349.98
				Repair/Replace Meter	408.73
				Repair/Replace Meter	1,195.22
				Repair/Replace Meter	231.93
Total for Check/Tran - 90885:					2,685.20
90886 10/1/25	CHK	3620	JAMES A TIETSORT		41.28
90887 10/1/25	CHK	992	VERIZON NORTHWEST	Monthly Billing	2,161.17
				Monthly Billing	226.95
				Monthly Billing	346.91
				Monthly Billing	353.54
				Monthly Billing	196.42
				Monthly Billing	360.09
				Monthly Billing	116.94
Total for Check/Tran - 90887:					3,762.02
90888 10/1/25	CHK	10649	ZIPLY FIBER	Monthly Billing	1,121.97
90889 10/1/25	CHK	99999	MARIELA P ALENCASTRO	Credit Balance Refund	77.38
90890 10/1/25	CHK	99999	AMBIA ENERGY, LLC	Credit Balance Refund	182.05
90891 10/1/25	CHK	99999	ADRIAN BELTRAN GONZALEZ	Credit Balance Refund	71.33
90892 10/1/25	CHK	99999	JILL S BILOW	Credit Balance Refund	120.14
90893 10/1/25	CHK	99999	ROXANNA S BOWLIN	Credit Balance Refund	317.99
90894 10/1/25	CHK	99999	JEFF CRATTY	Credit Balance Refund	170.71
90895 10/1/25	CHK	99999	TYLOR DAVIS	Credit Balance Refund	173.81
90896 10/1/25	CHK	99999	JOEL DEAN	Credit Balance Refund	40.79
90897 10/1/25	CHK	99999	IRMA P GARCIA	Credit Balance Refund	322.05

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09/15/2025 To 10/03/2025

Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
90898 10/1/25	CHK	99999	GAEL GETTELMAN	Reimbursement for trenching cost	1,000.00
90899 10/1/25	CHK	99999	SERGIO GUZMAN	Credit Balance Refund	34.10
90900 10/1/25	CHK	99999	DIAN HAYNES	Credit Balance Refund	228.96
90901 10/1/25	CHK	99999	KYLEE JOHNSTON	Credit Balance Refund	27.78
90902 10/1/25	CHK	99999	MAKO KAWO	Credit Balance Refund	530.07
90903 10/1/25	CHK	99999	LINDSAY KEEL	Credit Balance Refund	46.33
90904 10/1/25	CHK	99999	JUAN C MORALES VALENCIA	Credit Balance Refund	101.07
90905 10/1/25	CHK	99999	TAMYRA REYNOLDS	Credit Balance Refund	81.58
90906 10/1/25	CHK	99999	VALENTINO ROBLES	Credit Balance Refund	76.68
90907 10/1/25	CHK	99999	TITUS ROSS	Credit Balance Refund	10.49
90908 10/1/25	CHK	99999	SHERIL SOKEY	Credit Balance Refund	171.67
90909 10/1/25	CHK	99999	ELON STATEN	Credit Balance Refund	559.90
90910 10/1/25	CHK	99999	JOHN M TANKERSLEY	Credit Balance Refund	31.24
90911 10/1/25	CHK	99999	JAIME TORRES	Credit Balance Refund	33.58
90912 10/1/25	CHK	99999	DINE TUYISABE	Credit Balance Refund	103.35
90913 10/1/25	CHK	99999	NEIL E VAN WYK	Credit Balance Refund	826.92
90914 10/1/25	CHK	99999	JESSICA VANDENBOS NIELSEN	Credit Balance Refund	14.38
90915 10/1/25	CHK	99999	AMANDA VILLALPANDO	Credit Balance Refund	143.03
90916 10/1/25	CHK	99999	TENA L WALTON	Credit Balance Refund	837.79
90917 10/1/25	CHK	99999	CALEB WARNER	Credit Balance Refund	129.17
90918 10/1/25	CHK	99999	SIERRA WITTELL	Credit Balance Refund	93.61

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Accounts Payable Check Register

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09/15/2025 To 10/03/2025

Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
90919 10/1/25	CHK	99999	DONNA J YAKAWICH	Credit Balance Refund	133.13

Total Payments for Bank Account - 2 : (92) 245,714.21

Total Voids for Bank Account - 2 : (2) 1,597.63

Total for Bank Account - 2 : (94) 247,311.84

Grand Total for Payments : (206) 2,463,719.90

Grand Total for Voids : (3) 8,976.37

Grand Total : (209) 2,472,696.27

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
7393 9/12/25	WIRE	1567	ICMA RETIREMENT CORP	457(b) Leave EE Contribution	1,470.93
				457(b) Roth EE Contribution	17,381.99
				ER Def Comp 401	21,107.96
				ER Def Comp 457	3,299.31
				Plan A 457(b) Employee Contribution	4,330.89
				Plan B 457(b) Employee Contribution	22,446.84
				Plan C 401(a) Option 1 EE Contribution	3,503.99
				Plan C 401(a) Option 2 EE Contribution	1,798.59
				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	1,738.24
				Plan C 401(a) Option 4, Step 3 EE Contri	1,578.19
				Plan C 401(a) Option 4, Step 4 EE Contri	1,190.93
				Plan C 401(a) Option 5, Step 4 EE Contri	1,366.57
				Plan C 457(b) Employee Contribution	5,803.23
				457 EE Loan Repayment #1	3,310.58
				457 EE Loan Repayment #2	566.73
				457 EE Loan Repayment #3	57.03
				457 EE Loan Repayment #4	71.97
Total for Check/Tran - 7393:					91,747.69
7394 9/15/25	WIRE	2570	THE ENERGY AUTHORITY, INC.	Purchased Power	37,284.79
7396 9/11/25	WIRE	2205	UNITED STATES TREASURY	Federal Income Tax	84,593.70
				Medicare - Employee	10,661.86
				Medicare - Employer	10,464.28
				Social Security - Employee	43,382.74
				Social Security - Employer	43,382.74
Total for Check/Tran - 7396:					192,485.32
7397 9/11/25	WIRE	171	WASH STATE DEPT RETIREMENT SYS	ER PERS	39,423.26
				PERS Plan 2	35,365.24

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				PERS Plan 3A 5% All Ages	1,343.70
				PERS Plan 3B 5% Up to Age 35	193.32
				PERS Plan 3B 6% Age 35-45	207.54
				PERS Plan 3E 10% All Ages	1,496.48
				Total for Check/Tran - 7397:	78,029.54
7398 9/19/25	WIRE	2902	WHITE CREEK WIND I, LLC	Purchased Power	102,943.00
7399 9/19/25	WIRE	169	ENERGY NORTHWEST	Purchased Power	137,614.10
7401 9/22/25	WIRE	1680	MORGAN STANLEY	Purchased Power	281,249.28
				Purchased Power	142,020.00
				Total for Check/Tran - 7401:	423,269.28
7403 9/15/25	WIRE	436	BANK OF AMERICA	Banking Fees	1,352.24
7406 9/25/25	WIRE	2205	UNITED STATES TREASURY	Federal Income Tax	85,275.16
				Medicare - Employee	10,973.36
				Medicare - Employer	10,781.66
				Social Security - Employee	44,380.50
				Social Security - Employer	44,380.50
				Total for Check/Tran - 7406:	195,791.18
7407 9/25/25	WIRE	171	WASH STATE DEPT RETIREMENT SYS	ER PERS	40,426.99
				PERS Plan 2	36,320.37
				PERS Plan 3A 5% All Ages	1,351.49
				PERS Plan 3B 5% Up to Age 35	219.90
				PERS Plan 3B 6% Age 35-45	160.42
				PERS Plan 3E 10% All Ages	1,529.72
				Total for Check/Tran - 7407:	80,008.89
7408 9/26/25	WIRE	1567	ICMA RETIREMENT CORP	457(b) Leave EE Contribution	17,901.40
				457(b) Roth EE Contribution	17,441.77
				ER Def Comp 401	21,118.90
				ER Def Comp 457	3,342.78

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Accounts Payable Check Register

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Plan A 457(b) Employee Contribution	4,355.04
				Plan B 457(b) Employee Contribution	21,888.27
				Plan C 401(a) Option 1 EE Contribution	3,503.99
				Plan C 401(a) Option 2 EE Contribution	1,798.59
				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	1,738.24
				Plan C 401(a) Option 4, Step 3 EE Contri	1,578.19
				Plan C 401(a) Option 4, Step 4 EE Contri	1,190.93
				Plan C 401(a) Option 5, Step 4 EE Contri	1,430.97
				Plan C 457(b) Employee Contribution	5,803.23
				457 EE Loan Repayment #1	3,310.58
				457 EE Loan Repayment #2	566.73
				457 EE Loan Repayment #3	57.03
				457 EE Loan Repayment #4	71.97
Total for Check/Tran - 7408:					107,822.33
7409 9/26/25	WIRE	424	WASH STATE DEPT REVENUE-EXCISE	Utility Tax	582,427.22
				Use Tax	23,595.93
				Retailing & Wholesaling Tax	972.37
				Service Tax	10,058.74
Total for Check/Tran - 7409:					617,054.26
7410 9/30/25	WIRE	2800	LL&P WIND ENERGY, INC.	Purchased Power	55,827.56
7411 10/1/25	WIRE	246	BONNEVILLE POWER ADMIN	Purchased Power	9,969,051.00
Total for Bank Account - 1 :					(14) 12,090,281.18
Grand Total :					(14) 12,090,281.18



BENTON PUD - RESIDENTIAL CONSERVATION REBATE DETAIL

<u>Date</u>	<u>Customer</u>	<u>Rebate Amount</u>	<u>Rebate Description</u>
09/11/2025	SCOTT COLEMAN	\$ 30.00	Rebate - Clothes Washer
09/18/2025	DORIS J MILLER	\$ 30.00	Rebate - Clothes Washer
09/11/2025	SCOTT COLEMAN	\$ 50.00	Rebate - Clothes Dryer
09/11/2025	CONNIE L MCEL RATH	\$ 50.00	Rebate - Clothes Dryer
09/18/2025	DORIS J MILLER	\$ 50.00	Rebate - Clothes Dryer
09/18/2025	ASHTON GONZALES	\$ 100.00	Rebate - Smart Thermostat
09/18/2025	JOSIE L SCHULTZ	\$ 100.00	Rebate - Smart Thermostat
09/18/2025	JAKE J HAERTLING	\$ 900.00	Rebate - Heat Pump Water Heater
09/11/2025	JAMES W ROGERS	\$ 250.00	Rebate - Electric Vehicle
09/11/2025	JOAN GRIBSKOV	\$ 250.00	Rebate - Electric Vehicle
09/11/2025	SHUHONG CHEN	\$ 20.00	Rebate - Level 2 EV Charger

\$ 1,830.00



COMMISSION AGENDA ACTION FORM

Meeting Date:	October 14, 2025	
Subject:	Work Order 733851 – Ridgeline Overhead Line Reconductor	
Authored by:	Tina Glines	Staff Preparing Item
Presenter:	Michelle Ness	Staff Presenting Item (if applicable or N/A)
Approved by:	Steve Hunter	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager/Asst GM

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
☒ Consent Agenda	☒ Pass Motion	☐ Decision / Direction
☐ Business Agenda	☐ Pass Resolution	☐ Info Only
☐ Public Hearing	☐ Contract/Change Order	☐ Info Only/Possible Action
☐ Other Business	☐ Sign Letter / Document	☐ Presentation Included

Motion for Commission Consideration:

Motion approving work order 733851 for the extension and upgrade of primary electric facilities in the Southridge area.

Background/Summary

This project aligns with the District's long-term plans to enhance reliability and outage response through the installation of additional feeder ties. Extending and upgrading this portion of the system was previously identified as a desirable long-term feeder improvement in this area.

Completing the extension and upgrade at this time is more efficient than performing smaller, incremental upgrades a few spans at a time as each new development occurs. The next Five Year Plan of Service will identify when the tie-in on the West end will be required to complete the planned system improvements.

Recommendation

Approval of work order 733851 will authorize the construction necessary to extend and upgrade primary electric facilities to improve reliability, support future load growth, and enhance outage response capabilities in the Southridge area.

Fiscal Impact

The estimated project cost is \$122,043.07. The District's investment includes required labor, materials, and traffic control. This project is included in the proposed 2025 budget amendment.

Projects to be Presented at the Benton PUD

Commission Meeting On

October 14, 2025

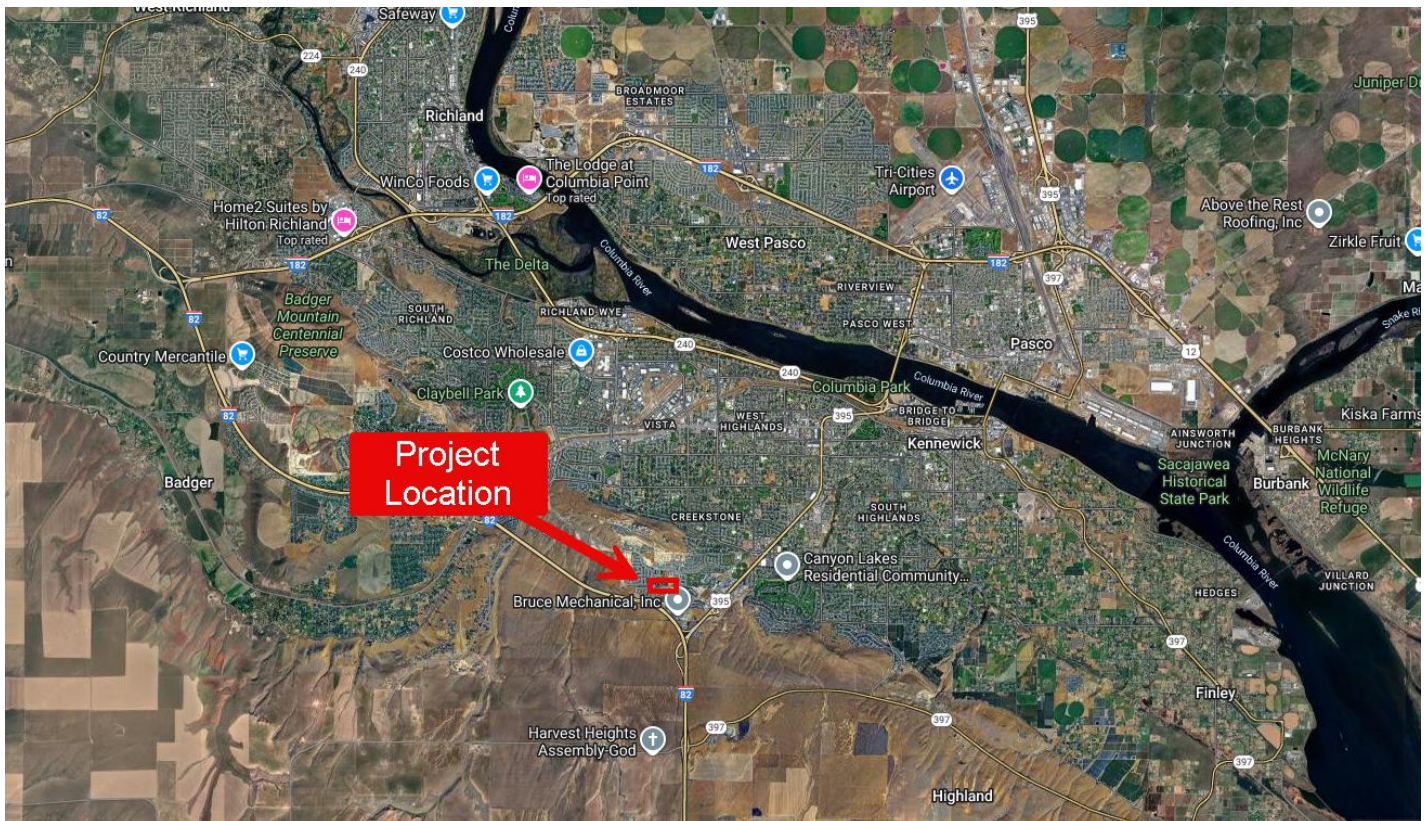
Project Name: Ridgeline Drive Reconductor

WO#: 733851

Location: Ridgeline Drive/Sherman Ave

Justification: Improve system reliability and outage response

Location Map





COMMISSION AGENDA ACTION FORM

Meeting Date:	October 14th, 2025	
Subject:	Contract Award – #795 ACSR, Drake Conductor, 26/7 Str. – Bid Package #25-21-23	
Authored by:	Camron Smith	Staff Preparing Item
Presenter:	Evan Edwards	Staff Presenting Item (if applicable or N/A)
Approved by:	Steve Hunter	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
☒ Consent Agenda	☒ Pass Motion	☐ Decision / Direction
☐ Business Agenda	☐ Pass Resolution	☐ Info Only
☐ Public Hearing	☒ Contract / Change Order	☐ Info Only/Possible Action
☐ Other Business	☐ Sign Letter / Document	☐ Presentation Included

Motion for Commission Consideration:

Motion authorizing the General Manager, on behalf of the District, to sign and award Contract #25-21-23 to TUPS LLC for the purchase of #795 ACSR, Drake Conductor, 26.7 Str. in the amount of \$209,862.00, plus Washington State sales tax, all in accordance with RCW 54.04.080, and including tariff fees at the time of award.

Background/Summary

Bids were opened September 24th, 2025, at 3:00pm for the procurement of 80,100 ft. of #795 ACSR (Drake) conductor. Bids were received as follows:

Vendor / Manufacturer	Cost (\$ / ft)	Total Price (\$)	Delivery	Engineer's Estimate (\$ / ft)	Engineer's Estimate (\$ / ft) +15%
TUPS LLC / APAR	\$1.836	\$147,063.30	18-20 wks	\$2.810	\$3.232
Anixter / Priority Wire and Cable	\$2.21	\$177,043.05	18-20 wks		
General Pacific / CME	\$2.642	\$211,620.30	9-11 wks		
Irby / Southwire	\$3.700	\$296,370.00	22-24 wks		

Note: Cost for #795 ACSR, Code Drake, excluding tariffs.

Vendor / Manufacturer	Cost (\$ / ft)	Total Price (\$)	Delivery	Engineer's Estimate (\$ / ft)	Engineer's Estimate (\$ / ft) +15%
TUPS LLC / APAR	\$2.620	\$209,862.00	18-20 wks	\$4.215	\$4.847
Anixter / Priority Wire and Cable	\$3.154	\$252,657.99	18-20 wks		
General Pacific / CME	\$3.224	\$258,224.48	9-11 wks		
Irby / Southwire	\$3.700	\$296,370.00	22-24 wks		

Note: Cost for #795 ACSR, Code Drake, including tariffs at time of Bid.

Recommendation

Staff recommends awarding the contract to TUPS – APAR. TUPS offers firm pricing and is the lowest responsive bid.

Placing this order for 795 ACSR conductor will ensure the District maintains an adequate supply for maintenance and repairs, while also supporting anticipated capital construction timelines.

Fiscal Impact

Total costs included in this recommendation are \$209,862.00 plus applicable taxes and includes current tariffs. This conductor is anticipated to deliver in 2026. These costs are included in transmission capital projects sections in the 2026 proposed capital budget.



Contract # 25-21-23

**CONTRACT
MATERIALS/EQUIPMENT**

This agreement is made and entered into on the 14th day of October, 2025, by and between:

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, hereinafter referred to as "the District",
AND
TUPS, LLC 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 #795 ACSR, Code Drake per specifications in Bid Pkg. #25-21-23.
2. DELIVERY & ACCEPTANCE:

The Vendor shall deliver the #795 ACSR, Code Drake F.O.B. destination to the District by March 3, 2026; 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 to 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 Two Hundred and nine thousand Eight hundred and sixty-two hundred (\$209,862.00), plus applicable Washington State Sales Tax.

4. GUARANTEE:

The Vendor guarantees the #795 ACSR, Code Drake against all defects in workmanship, materials, and in design as stated on the warranty provided by TUPS, LLC (APAR).



Contract # 25-21-23

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**

TUPS, LLC

BY: _____

BY: _____

PRINT: _____

PRINT: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

UBI NO. _____



Contract # 25-21-23

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 October 14, 2025, with, **TUPS, LLC** hereinafter designated as the "Vendor", providing for #795 ACSR, Code Drake, 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

(\$209,862.00) 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 # 25-21-23

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 _____, 202__.

Surety

Title

Vendor

Title



COMMISSION AGENDA ACTION FORM

Meeting Date:	October 14 th , 2025	
Subject:	Contract Award – #25-21-25 – Sunheaven #3 T-Line Ductile Iron Poles	
Authored by:	Evan Edwards	Staff Preparing Item
Presenter:	Evan Edwards	Staff Presenting Item (if applicable or N/A)
Approved by:	Steve Hunter	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
☒ Consent Agenda	☒ Pass Motion	☐ Decision / Direction
☐ Business Agenda	☐ Pass Resolution	☐ Info Only
☐ Public Hearing	☒ Contract / Change Order	☐ Info Only/Possible Action
☐ Other Business	☐ Sign Letter / Document	☐ Presentation Included

Motion for Commission Consideration:

Motion authorizing the General Manager on behalf of the District to award and sign Contract #25-21-25, with McWane, Inc. in the amount of \$544,685.81; plus, Washington State sales tax in accordance with RCW 54.04.080.

Background/Summary

In early 2025 Sunheaven Farms LLC. approached the District about the addition of processing facilities on the 12.47kV Sunheaven Feeder providing service to the majority of their farming operation. The proposed 2.5 MW load addition was studied, and it was determined that additional substation capacity was needed to serve this load addition. It was determined that the additional capacity would come from the construction of a new 115kV transmission Line and associated substation. The transmission line is designed to carry distribution under build, communications fiber and large transmission conductor for the first 3 miles, and smaller transmission conductor, distribution under build and communication fiber for the final 1.5 miles using ductile iron pole construction.

Bids were opened September 24th, 2025. The District received one qualified bid with McWane Inc. submitting a bid for 87 Ductile Iron poles of varying height and class in the amount of \$544,685.81, plus applicable taxes, to begin delivery at the beginning February 2026, and is well with the engineer's estimate of \$624,535.04. Bids were evaluated against budgetary wood pole pricing for equivalent heights and classes with Ductile Iron poles being roughly 1% in additional cost.

Recommendation

Awarding this contract will help ensure the construction of the Sunheaven #3 transmission line is completed by the customer's requested mid-August energization date and the two additional poles are available for their respective District Project.

Fiscal Impact

Pole costs are included in the inventory and capital projects sections of the 2026 proposed budget. A portion of the cost of the poles related to the Sunheaven #3 Transmission line will be reimbursed by the customer in the form of contribution in aid to construction (CIAC) in accordance with the terms of the construction agreement for the project.



Contract # 25-21-25

CONTRACT
MATERIALS / EQUIPMENT

This agreement is made and entered into on the 14 day of October, 2025, by and between:

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

AND

MCWANE, 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 Ductile Iron Poles per specifications in Bid Pkg. #25-21-25.

2. DELIVERY & ACCEPTANCE:

The Vendor shall deliver the Ductile Iron Poles F.O.B. destination to the District by February 16, 2026; 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 to 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 Five hundred forty-four thousand, six hundred eighty-five Dollars and eighty-one cents (\$544,685.81), plus applicable Washington State Sales Tax.



Contract # 25-21-25

4. GUARANTEE:

The Vendor guarantees the Ductile Iron Poles against all defects in workmanship, materials, and in design as stated on the warranty provided by McWane, Inc.

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**

MCWANE, INC.

BY: _____

BY: _____

PRINT: _____

PRINT: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

UBI NO. _____



EXHIBIT A

**McWane, Inc. Terms and Conditions of Sale with Public Utility District No. 1 of Benton County
Extracted from #22-21-37**

- 1. ENTIRE AGREEMENT.** Each party agrees that all sales of goods ("Goods") by McWane, Inc. ("Seller") to Buyer are governed by these Terms and Conditions of Sale (the "Terms and Conditions") which supersede any other or inconsistent terms of Buyer or Seller. Each party agrees that the Terms and Conditions will also govern all sales of Goods to Buyer by any McWane, Inc. subsidiary, affiliate or division, in which case such subsidiary, affiliate or division will be the "Seller" under this Agreement (unless otherwise agreed in writing by such subsidiary, affiliate or division). ~~Buyer acknowledges that these Terms and Conditions are subject to change from time to time and the parties agree that each sale of Goods will be governed by the version of Terms and Conditions available online at www.mcwane.com at the time of acceptance by Seller of an order for such Goods.~~ The Terms and Conditions and the order for Goods from Buyer and agreed by Seller ("Order") or other contract documents to which they apply constitute the entire agreement between the parties with respect to Goods ("Agreement"). All references by Seller to Buyer's specifications and similar requirements are only to describe Goods and work covered hereby and no warranties or other terms will have any force or effect. No other or inconsistent terms of Buyer, no modification, amendment or waiver to this Agreement and no cancellation, change or return of any Order under this Agreement will be binding on Seller until agreed in writing by Seller's authorized representative. Buyer may not rely on any representation, promise or term not set forth herein and Seller expressly objects to and rejects all terms not contained in this Agreement. Seller's acceptance of Orders, whether oral or written, and/or its delivery of Goods to Buyer is based on the express condition that Buyer agrees to all of these Terms and Conditions.
- 2. QUOTATIONS.** Where this Agreement is used by Seller to place a bid, Seller's quotation is for prompt acceptance and Seller may change and/or withdraw without notice. Buyer's prompt acceptance of the quotation is a material term of the bid and any subsequent agreement. In cases where freight allowance is included in the quotation, Buyer is liable for any rate increase and/or additional expense over the calculated allowance resulting from compliance with Buyer's shipping instructions.
- 3. DELIVERY.** Delivery terms (stated in Incoterms® 2010) are as stated on each Order. All shipping dates are approximate and any time period indicated for a shipment will not begin until receipt at Seller's plant of complete manufacturing, shipping and credit information. Tender of delivery is deemed to occur at the earliest of (A) acceptance of shipment by designated shipper, (B) allocation of Goods to Buyer at premises other than Seller's, (C) delivery to Buyer's representative or designee or (D) mailing of an invoice to Buyer. Title to Goods will pass to Buyer on tender of delivery, subject to Seller's right of stoppage in transit and to any interest of Seller reserved to secure Buyer's payment or performance, irrespective of any freight allowance or prepayment of freight. If Seller holds Goods per Buyer's instructions or because Buyer has failed to supply shipping instructions or because Seller, in its sole discretion, determines that any part of Goods should be held for Buyer's account, Seller may invoice for the Goods and Buyer agrees to make payment at the maturity of the invoice rendered. Goods invoiced and held at any location for whatever reason will be at Buyer's risk and Seller may charge for (but is not obligated to carry) insurance, storage and other expenses incident to such delay at its prevailing rates. Partial deliveries will be accepted by Buyer and paid for at Agreement prices and terms. When Buyer has declared or manifested an intention not to accept delivery, no tender will be necessary, but Seller may, at its option, give written notice to Buyer that Seller is ready and willing to deliver and such notice will constitute a valid tender of delivery. Buyer must report any shortages in shipments within three (3) calendar days of receipt of the initial shipment. Buyer may not make any deduction from any payment due hereunder by reason of loss or damage to Goods in transit. On Buyer's written request, Seller, in its sole discretion, may agree as a service to Buyer to process Buyer's claim against the carrier for any loss or damage in transit, provided that Seller receives such claim within five (5) days of delivery of the Goods. All claims must be accompanied by a delivery receipt, signed by carrier's agent at time of delivery, on which receipt the loss or damage has been noted, or such claims will be waived.



Contract # 25-21-25

If delivery is not accepted by Benton PUD by February 16, 2026, Vendor reserves the right to review and adjust pricing at that time. (6/10/2025 update to 22-21-37)

4. PRICES; PAYMENT. Prices and payment terms are stated on Seller's Order or invoice document. Seller may make partial shipments and payment for that portion will be due as provided on Seller's Order or invoice document based on time of shipment. If, at any time or for any reason, Seller has cause to question Buyer's ability to perform, Seller may demand such assurances of Buyer's performance as Seller deems necessary in its discretion, including payment in advance for all shipments. In the event (A) Buyer fails within ten (10) calendar days of Seller's demand to provide Seller with such assurance, or (B) Buyer is declared bankrupt or insolvent or any proceeding is brought against Buyer, voluntarily or involuntarily, under any bankruptcy or insolvency laws, or (C) Buyer fails to make payment for Goods when due, Seller may suspend its performance, cancel any Order then outstanding, receive reimbursement for its reasonable and proper cancellation charges and collect any sums due and owing, its reasonable cancellation charges and all damages resulting from Buyer's default. Additionally, if Buyer fails to make payment for Goods when due, Buyer's account will be deemed delinquent and Buyer will be liable to Seller for a service charge of eighteen percent (18%) per annum or the maximum allowed by law, whichever is greater, on any unpaid amount Buyer will be liable to Seller for all costs and expenses of collection, including court costs and reasonable attorneys' fees. Seller's prices do not include sales, use, excise or other similar taxes and Buyer agrees to pay the amount of any present or future such tax in addition to the price specified in each Order, unless Buyer, at the time of sale, provides Seller with all tax-exemption certificates required by taxing authorities.

5. CANCELLATION, CHANGES AND RETURNS. If Buyer properly requests a cancellation, change or return, Seller may, at its option: (A) charge Buyer for any costs Seller incurred prior to or as a result of such cancellation, change or return; (B) revise its prices and delivery dates to reflect such change; and/or (C) accept returned Goods for credit if, in Seller's sole discretion, it finds such Goods to be standard stock and in good condition. The credit will be, in Seller's sole discretion, either the invoice price less a percentage to be determined by Seller or the scrap value of the Goods, along with shipping and handling charges to be determined by Seller. All returned Goods must be securely packed by Buyer to ensure that returned material is not damaged during shipment.

6. FORCE MAJEURE; DEFERRED DELIVERY. Seller will not be liable for any expense, loss or damage resulting from delay in delivery or prevention of performance caused by any event beyond Seller's reasonable control ("Force Majeure"), including without limitation: fire; flood; storm; act of God; strike, labor dispute or labor shortage; lack of or inability to obtain materials, fuels, supplies or equipment; civil unrest or riot; accident; transportation delay or shortage; act or failure to act of Buyer or any government; or any other cause whatsoever, provided that such cause is beyond Seller's reasonable control. Seller will have such additional time for performance as may be reasonably necessary under the circumstances and may adjust the price to reflect increases occasioned by Force Majeure. Buyer's acceptance of any Goods will constitute Buyer's waiver of any claim for damages on account of any delay in delivery of such Goods. If delivery is delayed or interrupted by Force Majeure, Seller may store the Goods at Buyer's expense and risk and charge Buyer a reasonable storage rate. If Seller is delayed because it is awaiting Buyer's approval or acceptance of designs, drawings, prints or engineering or technical data, or is awaiting Buyer's approval or acceptance of Goods, Seller will be entitled to an adjustment in price equal to any increase in Seller's production costs and any other losses and expenses incurred by Seller attributable to such delays. If Buyer requests and Seller approves in writing a deferred delivery on any Order, Seller may charge Buyer for the completed portion of the Order and warehouse all completed Goods at Buyer's expense and risk of loss. As to any uncompleted portion of the Order, Seller may, at its option, cancel said uncompleted portion in accordance with Section 5 above or revise its prices and delivery schedules on the portion not completed to reflect its increased costs and expenses attributable to the delay.

7. WARRANTY; PATENTS. Seller warrants that Goods will be of the kind described in this Agreement and free from defects in material and workmanship under conditions of normal use. Seller reserves the right to make any modifications required by production conditions to information set forth in Seller's catalogues and advertising literature. Seller will not be liable or responsible, however, for (A) any defects attributed to normal wear and tear, erosion or



Contract # 25-21-25

corrosion, improper storage, use or maintenance or use of Goods with incompatible products, or (B) defects in any portion or part of Goods manufactured by others. If (B) above is applicable, Seller will, as an accommodation to Buyer, assign to Buyer any warranties given to it by any such other manufacturers; provided, however, that the foregoing will not extend Seller's warranty to any accessory products unless otherwise agreed to in writing by Seller. All warranties are void if Goods are modified or used in conjunction with products or accessories not manufactured or approved by Seller or which are incompatible with Goods. Any claim by Buyer with reference to Goods for any cause will be deemed waived by Buyer unless submitted to Seller in writing within ten (10) calendar days from the date Buyer discovered, or should have discovered, any claimed breach. Buyer will give Seller an opportunity to investigate. If Buyer furnishes prompt notice to Seller of any defect and an opportunity to inspect the alleged defect as provided herein, Seller will, in its sole discretion, either: (i) repair the defective or non-conforming Goods; (ii) replace nonconforming Goods, or part thereof, which are sent to Seller by Buyer within sixty (60) calendar days after receipt of the Goods at Buyer's plant or storage facilities; or (iii) if Seller is unable or chooses not to repair or replace, return the purchase price paid and cancel any obligation to pay unpaid portions of the purchase price of nonconforming Goods. In no event will any obligation to pay or refund exceed the purchase price actually paid. Repair and/or replacement as provided above will be shipped EXW {Ex-Works} Seller's facility (per Incoterms® 2010) unless otherwise agreed in writing by Seller. Buyer will prepay all transportation charges for return of Goods or part thereof to Seller, unless otherwise agreed in writing by Seller. Seller will not be responsible for any labor, removal or installation charges that may result from the above-described repair and/or replacement of any Goods. This warranty does not cover failure of any part or parts manufactured by others, failure of any part or parts from external forces, including without limitation corrosive soils, earthquake, installation, vandalism, vehicular or other impact, application of excessive torque to the operating mechanism, frost heave or other Force Majeure. Buyer's exclusive remedy and Seller's sole liability for any loss, damage, injury or expense of any kind arising from manufacture, delivery, sale, installation, use or shipment of Goods will be, at Seller's option, the remedies described above, whether based on contract, warranty, tort or any other basis of recovery whatsoever. If any claim is made against Buyer based on a claim that any Goods constitute an infringement of any U.S. Letter Patent, Buyer will notify Seller immediately. Seller may, with Buyer's assistance, if required, but at Seller's expense, conduct settlement negotiations or defense of any litigation. If any Goods are held to infringe any U.S. Letter Patent, and their use is enjoined or, if as a result of a settlement, Seller deems their continued use unadvisable and provided that Buyer has given Seller the immediate notice required above and has used Goods only in accordance with the provisions of this Agreement and has not altered or changed them in any material way, Seller will, at its option and expense, procure for Buyer the right to continue using Goods, modify Goods so that they become non-infringing, replace Goods with non-infringing Goods of substantially equal quality or replace Goods and refund the purchase price, less reasonable depreciation. The above is intended as a complete allocation of risks between the parties, including without limitation liability for patent infringement. Buyer understands that it will not be able to recover consequential damages even though it may suffer such damages in substantial amounts. Because this Agreement and the price paid reflect such allocation, this limitation will not have failed of its essential purpose even if it operates to bar recovery for such consequential damages.

8. LIMITATION OF LIABILITY. THE WARRANTIES IN SECTION 7 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED BY LAW OR STATUTE OR ARISING FROM TRADE USAGE OR COURSE OF DEALING. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, WILL SELLER BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, LOSS OF USE OF GOODS OR OTHER PROPERTY OR EQUIPMENT, DAMAGE TO OTHER PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, DOWNTIME OR CLAIMS OF BUYER'S CUSTOMERS FOR ANY OF THE AFORESAID DAMAGES. ~~SELLER WILL NOT BE LIABLE AND~~ BUYER AGREES TO INDEMNIFY SELLER FOR ALL PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LIABILITY ~~RESULTING IN WHOLE OR IN PART FROM BUYER'S NEGLIGENCE~~ TO THE EXTENT OF BUYER'S NEGLIGENCE EMPLOYING WASHINGTON'S COMPARATIVE NEGLIGENCE LAW. NO CLAIMS OF ANY NATURE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE MAY BE BROUGHT AGAINST SELLER MORE THAN TWENTY-FOUR (24) MONTHS AFTER DELIVERY OF GOODS TO BUYER. In any contract by Buyer for resale of Goods, Buyer will effectively disclaim, as against Seller, any implied warranty of



Contract # 25-21-25

merchantability and all liability for property damage or personal injury resulting from handling, possession or use of Goods, and will exclude, as against Seller, any liability for special or consequential damages.

9. CONTROLLING LAW; CONSENT TO VENUE; DISPUTE RESOLUTION. This Agreement and all rights and obligations hereunder will be governed by, and construed in accordance with, the laws of the State of ~~Delaware~~ Washington, without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. All disputes, claims or controversies (individually or collectively, a "Dispute") between Seller and Buyer arising out of or relating to this Agreement, including without limitation Disputes based on or arising from an alleged tort, will be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Disputes will be arbitrated in ~~Dover, Delaware~~ Benton County, Washington, U.S.A. Defenses based on statutes of limitation and similar doctrines will be applicable in any such proceeding, and commencement of an arbitration proceeding under this Agreement will be deemed commencement of an action for such purposes. The parties will select arbitrators in accordance with the Commercial Arbitration Rules of the AAA. The AAA will designate a panel of ten (10) potential arbitrators knowledgeable in the subject matter of the Dispute. Seller and Buyer will each designate, within thirty (30) calendar days of receipt of the list of potential arbitrators, one of the potential arbitrators to serve, and the two arbitrators so designated will select a third arbitrator from the eight remaining candidates. No Dispute will be arbitrated as a class action, representative or general public action, collective action, private attorney-general action, or otherwise be joined with claims of any other person ("Collective Proceedings"). Accordingly, AAA's Supplementary Rules for Class Arbitrations will not be applicable. If this limitation on Collective Proceedings is held by a court of competent jurisdiction to be unenforceable or interpreted to not prevent a Collective Proceeding, then such action will proceed in a court of law as provided below and not arbitration. If any arbitrator renders a decision regarding the question of arbitrability of the above limitation or orders any form of Collective Proceeding, then the arbitrator has exceeded its powers under the Federal Arbitration Act. Notwithstanding the foregoing, Seller reserves the right to resolve or bring any Dispute in a court of competent jurisdiction in the state or federal courts of ~~Delaware~~ Washington and the parties irrevocably agree that, except when the Dispute is arbitrated, the exclusive venue for all Disputes between the parties will be the state and federal courts of ~~Delaware~~ Washington, to which jurisdiction each party hereby irrevocably submits. Each party waives any objection or defense that it is not personally subject to jurisdiction of the state and federal courts of ~~Delaware~~ Washington; that venue of the action is improper; and that the action, suit or proceeding is brought in an inconvenient forum. In addition to any other mode of service of process authorized by law, each party consents to service of process by registered or certified mail.

10. COMPLIANCE WITH LAWS. Each party represents and warrants, in connection with transactions contemplated by this Agreement, and any other agreement contemplated by or entered into pursuant to this Agreement, that it will comply with all applicable federal, state and local laws, codes, regulations, orders and ordinances, including without limitation: (A) all applicable laws and regulations regarding export controls, economic sanctions, trade embargoes and anti-boycott restrictions, and all applicable anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act (as amended) and the United Kingdom Bribery Act (collectively, "Applicable International Trade and Anti-Corruption Laws"); and (B) all applicable equal opportunity requirements including those set forth in U.S. Executive Order 11246, the U.S. Rehabilitation Act of 1973, as amended, and the U.S. Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and regulations promulgated thereunder, and laws prohibiting discrimination against any person because of veteran status, disability, race, creed, color, national origin, religion, age or sex in any term or condition of employment, all of which are incorporated by reference into this Agreement; and (C) all applicable laws and regulations addressing human trafficking and slavery. Each party acknowledges and confirms that it and its officers, directors, employees, agents, Vendors, designees and/or any other party acting on its behalf (collectively "Related Parties") are familiar with the provisions of Applicable International Trade and Anti-Corruption Laws. Each party agrees to indemnify, defend and hold harmless the other party and its employees from and against any and all claims, demands, costs, penalties and fines arising in connection with any alleged breach by the indemnifying party or any of its Related Parties of this Section. Seller may terminate this Agreement in its entirety, without liability to Buyer, if Seller believes in good faith that Buyer or any of its Related Parties has violated or intends to violate this Section.



11. MISCELLANEOUS.

- (A) No waiver of any provision, right or remedy contained in this Agreement, including the terms of this Section 11(A), is binding on or effective against a party unless expressly stated in writing and signed by such party's authorized representative. Each party expressly agrees that no right or remedy provided for in this Agreement can be waived through course of dealing, course of performance or trade usage and that reliance on any waiver without the other party's written consent is unreasonable. Waiver by a party of any breach will be limited to the specific breach so waived and will not be construed as a waiver of any subsequent breach. A party's approval or consent to any action proposed by the other will not be considered an agreement to the propriety, fitness or usefulness of the proposed action, and will not affect the proposing party's obligation to strictly comply with this Agreement and all related Orders.
- (B) ~~Buyer may not~~ Neither party shall assign this Agreement or any rights or obligations hereunder without ~~Seller's~~ the other party's prior written consent. Any attempted assignment in violation of this Section is void; however, this Agreement and the Terms and Conditions contained herein are enforceable against ~~Buyer's~~ the assigning party's successors and permitted assigns.
- (C) Seller's remedies in this Agreement are cumulative and in addition to any other remedies available to Seller, whether at law, equity or otherwise.
- (D) If any provision or part of a provision contained in this Agreement is held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions of the Agreement will remain in full force and effect.
- (E) No provision of this Agreement may be construed against either party as the drafting party.



Contract # 25-21-25

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 October 14, 2025, With, **McWane, Inc.** hereinafter designated as the "Vendor", providing for Ductile Iron Poles, 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

(\$544,685.81) 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



Contract # 25-21-25

material by said District, then this obligation shall become null and void; otherwise, it 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 Vendor 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 _____, 202__.

Surety

Title

Vendor

Title

COMMISSION AGENDA ACTION FORM

Meeting Date:	October 14, 2025	
Subject:	Contract # 23-01-03 - Legal Services – Ellerd, Hultgrenn & Dahlhauser, LLP, CO # 1	
Authored by:	Cami McKenzie	Staff Preparing Item
Presenter:	N/A	Staff Presenting Item (if applicable or N/A)
Approved by:	Rick Dunn	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
☒ Consent Agenda	☒ Pass Motion	☐ Decision / Direction
☐ Business Agenda	☐ Pass Resolution	☐ Info Only
☐ Public Hearing	☒ Contract / Change Order	☐ Info Only/Possible Action
☐ Other Business	☐ Sign Letter / Document	☐ Presentation Included

Motion for Commission Consideration:

Motion authorizing the General Manager on behalf of the District to sign Change Order #1 of Contract #23-01-03, with Ellerd Hultgrenn and Dahlhauser, LLP for Legal Services, to increase the not-to-exceed amount by \$75,000.00, bringing the new not-to-exceed amount of the contract to \$150,000.00 plus Washington State sales tax in accordance with RCW 54.04.080.

Background/Summary

The District entered into an agreement for attorney services with Ellerd, Hultgrenn & Dahlhauser for the period of January 1, 2024, through December 31, 2026, under Contract #23-01-03. The Agreement established an annual not-to-exceed (NTE) amount of \$75,000 for each year of the contract.

This contract did not previously come before the Commission for approval. Purchase Order #56784 was authorized at an NTE amount of \$75,000. To date, \$70,663.75 has been paid under the contract. To fulfill the terms of the Agreement, a change order is required. As the total contract amount now exceeds \$120,000, Commission approval is necessary.

Recommendation

Staff recommends approval of Change Order #1 in the amount of \$75,000. This would bring the total contract amount to an NTE amount of \$150,000.

Fiscal Impact

Funding for attorney services in the amount of \$75,000 annually has already been included in both the 2025 budget and the proposed 2026 budget. Approval of this change order does not require a budget amendment.



CONTRACT CHANGE ORDER

Contract #:

Change Order #:

Vendor Name:

E-Mail:

Effective Date:

Contract Work Manager:

Contract Title:

Change Order Description:

Change order Total:

Original Contract Total:

New Contract Total:

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED AND IN FULL FORCE AND AFFECT
The District is a public entity subject to the disclosure requirements of the Washington Public Records Act of RCW 42.56.

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

BY:

PRINT:

TITLE:

DATE:

BY:

PRINT:

TITLE:

DATE:

COMMISSION AGENDA ACTION FORM

Meeting Date:	October 14 th , 2025	
Subject:	Contract #24-21-24 – T & R Electric Supply Inc. – Power Transformer District #31 Inspection & Repair, CO#2	
Authored by:	Duane Szendre	Staff Preparing Item
Presenter:	Duane Szendre	Staff Presenting Item (if applicable or N/A)
Approved by:	Steve Hunter	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
☐ Consent Agenda	☒ Pass Motion	☐ Decision / Direction
☒ Business Agenda	☐ Pass Resolution	☐ Info Only
☐ Public Hearing	☒ Contract / Change Order	☐ Info Only/Possible Action
☐ Other Business	☐ Sign Letter / Document	☐ Presentation Included

Motion for Commission Consideration:

Motion authorizing the General Manager on behalf of the District to sign Change Order #2 of Contract #24-21-24, with T&R Electric Supply Company Inc. for Power Transformer District #31 Inspection & Repair, to increase the not-to-exceed amount by \$32,317.00 for return transportation of the unit, bringing the new not-to-exceed amount of the contract to \$232,317.00 plus Washington State sales tax in accordance with RCW 54.04.080.

Background/Summary

Bids were opened on Wednesday, January 22nd at 3:00pm for the inspection, testing, and possible repair of power transformer District # 31, which was damaged by a thru fault on December 24th, 2023.

The District solicited bids from 17 vendors and received one response. T&R Electric Supply Company Inc. (T&R) was awarded a contract of \$30,000.00 for the inspection and transport of the unit to their facility located in South Dakota. T&R provided an estimated cost of \$200,000.00 for repair of the unit.

Following an external and internal inspection coupled with electrical testing, it was determined that a fault had occurred on the de-energized tap changer, and this would need to be repaired.

T&R provided a quote for the price of the recondition and repair in the amount of \$169,317.00. The additional cost of \$63,000.00 was added to cover return shipping costs of the repaired unit to District property.

Recommendation

Staff recommends the District add \$32,317.00 to contract # 24-21-24 to T&R Electric Supply Company Inc. to cover shipping costs of the unit.

Fiscal Impact

This effort was not included in the 2025 budget, and a budget amendment will be required. The initial cost of the evaluation is \$30,000.00, plus an estimated \$10,000.00 for District and Contract labor to prepare and load District # 31 for travel. T&R's estimated repair cost was \$200,000.00.

The original engineering estimate was \$521,739.13 and includes the initial estimate of \$40,000.00 for evaluation with the remainder for repairs and return shipping. The additional \$63,000.00 will push the NTE amount to \$232,317.00.



CONTRACT CHANGE ORDER

Contract #:

Change Order #:

Vendor Name:

E-Mail:

Effective Date:

Contract Work Manager:

Contract Title:

Change Order Description:

Change order Total:

Original Contract Total:

New Contract Total:

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED AND IN FULL FORCE AND AFFECT
The District is a public entity subject to the disclosure requirements of the Washington Public Records Act of RCW 42.56.

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

BY:

PRINT:

TITLE:

DATE:

BY:

PRINT:

TITLE:

DATE:



COMMISSION AGENDA ACTION FORM

Meeting Date:	October 14, 2025	
Subject:	One Time Schedule Change to a Regularly Scheduled Commission Meeting	
Authored by:	Cami McKenzie	Staff Preparing Item
Presenter:	Cami McKenzie	Staff Presenting Item (if applicable or N/A)
Approved by:	Rick Dunn	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager/Asst GM

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
☐ Consent Agenda	☒ Pass Motion	☐ Decision / Direction
☒ Business Agenda	☒ Pass Resolution	☐ Info Only
☐ Public Hearing	☐ Contract/Change Order	☐ Info Only/Possible Action
☐ Other Business	☐ Sign Letter / Document	☐ Presentation Included

Motion for Commission Consideration:

Motion approving Resolution No. 2708, adopting a one-time schedule change to a regularly scheduled meeting of the Commission of Public Utility District No. 1 of Benton County from Tuesday, November 11, 2025, at 9:00 a.m. to Wednesday, November 12, 2025, at 9:00 a.m. The meeting shall be held at the Commission's regular meeting location, 2721 West 10th Avenue, Kennewick, Washington.

Background/Summary

The regularly scheduled Commission meeting is set to occur on Tuesday, November 11, 2025, which coincides with Veterans Day, and District offices will be closed. It is appropriate to reschedule the November 11, 2025 regular meeting to the following day to ensure the continuity of District business.

Recommendation

Adopt a one-time schedule change to the regularly scheduled meeting from November 11, 2025, at 9:00 a.m. to Wednesday, November 12, 2025 at 9:00 a.m., to be held at the regular meeting location.

Fiscal Impact

N/A

RESOLUTION NO. 2708

October 14, 2025

**A RESOLUTION ADOPTING A ONE-TIME SCHEDULE CHANGE TO A
REGULARLY SCHEDULED MEETING OF THE COMMISSION OF
PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY**

WHEREAS, the regularly scheduled meeting of the Commission of Public Utility District No. 1 of Benton County ("Commission") is set to occur on Tuesday, November 11, 2025, which coincides with Veterans Day, a day on which District offices will be closed; AND

WHEREAS, the Commission finds it appropriate and desirable to reschedule the November 11, 2025 regular meeting to the following day to ensure the continuity of District business;

NOW, THEREFORE BE IT RESOLVED that the regular meeting of the Commission originally scheduled for Tuesday, November 11, 2025, at 9:00 a.m. shall be rescheduled to **Wednesday, November 12, 2025, at 9:00 a.m.** The meeting shall be held at the Commission's regular meeting location at **2721 West 10th Avenue, Kennewick, Washington.**

BE IT FURTHER RESOLVED that all other regular meetings of the Commission shall continue to be held pursuant to Resolution No. 1427, except as expressly modified by this Resolution.

APPROVED AND ADOPTED by the Commission of Public Utility District No. 1 of Benton County, Washington, at an open public meeting, as required by law, this 14th day, of October, 2025.

Jeff Hall, President

ATTEST:

Secretary

COMMISSION AGENDA ACTION FORM

Meeting Date:	October 14, 2025	
Subject:	Set Public Hearing on the Preliminary 2026 Budget and Rate Increase	
Authored by:	Keith Mercer	Staff Preparing Item
Presenter:	Keith Mercer	Staff Presenting Item (if applicable or N/A)
Approved by:	Keith Mercer	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager/Asst GM

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
☐ Consent Agenda	☒ Pass Motion	☐ Decision / Direction
☒ Business Agenda	☐ Pass Resolution	☐ Info Only
☐ Public Hearing	☐ Contract/Change Order	☐ Info Only/Possible Action
☐ Other Business	☐ Sign Letter / Document	☐ Presentation Included

Motion for Commission Consideration:

Motion setting a Public Hearing on the Preliminary 2026 Budget and rate increase for November 12, 2025, at 6:00 p.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 647 406 974#, and directing the General Manager to publish the notice of the public hearing date, time and location.

Background/Summary

Notice of the public hearing on the Preliminary 2026 Budget and rate increase will be provided on the two consecutive Wednesdays prior to the hearing date. The public comment period will be opened on Wednesday, November 12, 2025 and will remain open until Tuesday, December 2, 2025. Staff will share comments received with the Commission on Tuesday, December 9, 2025. It is anticipated that the final 2026 Budget and rate increase will be brought to the Commission for adoption on December 9, 2025. Listed below are key dates for the budget process:

- ✓ Thursday, Nov. 6 Distribute preliminary budget
- ✓ Wednesday, Nov. 12 Public hearing – open public comment period
- ✓ Tuesday, Nov. 25 Commission Meeting
- ✓ Tuesday, Dec. 2 Public comment period closed
- ✓ Tuesday, Dec. 9 Review public comments and review any changes to preliminary budget
Consider adoption of budget and rate increase

A presentation on the Preliminary 2026 Budget and rate increase will be provided to the Commission and any public in attendance at the November 12, 2025 public hearing.

Recommendation

Staff recommends setting the Public Hearing on the Preliminary 2026 Budget and rate increase for November 12, 2025, at 6:00 p.m.

Fiscal Impact

Advertising costs were included in the budget. No additional costs associated with conducting the public hearing.



COMMISSION AGENDA ACTION FORM

Meeting Date:	October 14, 2025	
Subject:	Resolution 2709 – Bonneville Power Administration – Execution of Power Sales Agreement – Provider of Choice Contract #26PS-25004 (Benton PUD Contract #25-51-02)	
Authored by:	Chris Johnson	Staff Preparing Item
Presenter:	Chris Johnson	Staff Presenting Item (if applicable or N/A)
Approved by:	Chris Johnson	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
☐ Consent Agenda	☒ Pass Motion	☐ Decision / Direction
☒ Business Agenda	☒ Pass Resolution	☐ Info Only
☐ Public Hearing	☒ Contract / Change Order	☐ Info Only/Possible Action
☐ Other Business	☐ Sign Letter / Document	☐ Presentation Included

Motion for Commission Consideration:

Motion adopting Resolution No. 2709 to execute in substantially the form presented Power Sales Agreement – Provider of Choice Contract (Benton PUD Contract #25-51-02) with Bonneville Power Administration (BPA) for a term of October 1, 2028, through September 30, 2044, and a total estimated not to exceed amount of \$1.4B.

Background/Summary

The Regional Dialogue Power Sales Agreements with BPA will expire on September 30, 2028. Throughout the last couple of years, BPA has worked closely with the region to develop the next Power Sales Agreement - Provider of Choice Contract. Staff has been engaged in the Provider of Choice workshops alongside Public Power Council and fellow public power members.

On May 13, 2025, staff presented to commission the BPA Provider of Choice Contract request timeline. During this meeting the Commission approved submitting the District's request to BPA to prepare our October 1, 2028, through September 30, 2044, Load Following product Power Sales Agreement.

On September 26, 2025, BPA offered for signature our Power Sales Agreement – Provider of Choice, BPA Contract No. 26PS-25004 (Benton PUD Contract #25-51-02) for the purchase of the Load Following product and requested the Agreement to be executed and returned no later than 4:30 p.m. PST, December 5, 2025.

Recommendation

Recommend authorizing the General Manager to take all actions necessary or appropriate to implement the attached Power Sales Agreement – Provider of Choice, BPA Contract No. 26PS-25004 (Benton PUD Contract #25-51-02) for the period of our October 1, 2028, through September 30, 2044.

Fiscal Impact

The estimated power cost for the first year of this October 1, 2028, through September 30, 2044, contract is approximately \$72M. BPA rate increases may occur every two-year rate case for the duration of this contract which will be reflected in the District power budget.

RESOLUTION NO. 2709

October 14, 2025

A RESOLUTION OF THE COMMISSION OF PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY REGARDING AUTHORIZING THE EXECUTION OF A LOAD FOLLOWING POWER SALES AGREEMENT WITH THE BONNEVILLE POWER ADMINISTRATION

WHEREAS, Public Utility District No. 1 of Benton County (the “District”) currently purchases power from the Bonneville Power Administration (“BPA”) under a Regional Dialogue Load Following contract, pursuant to Amendment No. 7 of Power Sales Agreement, Contract No. 09PB-13005 (District Contract #11-51-01); AND

WHEREAS, through BPA’s “Provider of Choice” process, BPA and its customers have collectively negotiated new power sales contracts intended to replace the “Regional Dialogue” contracts, which expire on September 30, 2028; AND

WHEREAS, when requested by an eligible entity, BPA will offer a Provider of Choice contract for the power delivery period of October 1, 2028, through September 30, 2044; AND

WHEREAS, on May 13, 2025, the Commission of Public Utility District No. 1 of Benton County passed a motion to authorize General Manager authority to request a BPA Provider of Choice contract with the Load Following product; AND

WHEREAS, on May 20, 2025, the District sent a letter to BPA requesting a Provider of Choice Contract for the Load Following product choice for the power delivery period of October 1, 2028, through September 30, 2044; AND

WHEREAS, on September 26, 2025, BPA offered for signature Power Sales Agreement, Contract No. 26PS-25004 (District Contract #25-51-02) for the purchase of the Load Following product and requested the Agreement to be executed and returned no later than 4:30 p.m. PST, December 5, 2025; AND

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Commission of Public Utility District No. 1 of Benton County, that the General Manager is authorized to execute the Load Following BPA Power Sales Agreement in substantially the form presented, effective October 14, 2025.

BE IT FURTHER RESOLVED that the General Manager and/or his designees are hereby authorized to take any and all actions necessary or appropriate to implement the Agreement.

APPROVED AND ADOPTED By the Commission of Public Utility District No. 1 of Benton County at an open meeting, with notice of such meeting given as required by law, this 14th day of October 2025.

Jeffrey D. Hall, President

ATTEST:

Lori Kays-Sanders, Secretary

POWER SALES AGREEMENT
executed by the
BONNEVILLE POWER ADMINISTRATION
and
PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY

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Exhibit A Net Requirements and Resources

Exhibit B Contract High Water Marks

Exhibit C Purchase Obligations

Exhibit D Additional Products and Special Provisions

Exhibit E Metering

Exhibit F Transmission Scheduling Service

Exhibit G Terms Related to Transfer Service

Exhibit H Renewable Energy Certificates and Environmental Attributes

This POWER SALES AGREEMENT (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA), and the PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY (Benton PUD), hereinafter individually referred to as “Party” and collectively referred to as the “Parties”. Benton PUD is a public utility district, organized and authorized under the laws of the State of Washington, to purchase and distribute electric power to serve retail consumers from its distribution system within its service area.

RECITALS

Benton PUD’s power sales agreement Contract No. 09PB-13005 continues through September 30, 2028, and power sales under this Agreement begin on October 1, 2028. All obligations and liabilities accrued under Contract No. 09PB-13005 are preserved until satisfied.

BPA is a functionally separated organization with distinct administrative and decision-making activities for BPA’s power and transmission functions. References in this Agreement to Power Services or Transmission Services are solely for the purpose of clarifying which BPA function is responsible for such administrative and decision-making activities.

BPA is authorized to market electric power to qualified entities eligible to purchase such power. Under Section 5(b)(1) of the Pacific Northwest Electric Power Planning and Conservation Act (Northwest Power Act), 16 U.S.C. § 839c(b)(1), BPA is obligated to offer a power sales agreement to any eligible customer for the sale and purchase of electric power to serve the customer’s regional consumer load not served by the customer’s resources.

In the final Provider of Choice Policy, March 2024 BPA proposed to develop the contracts requested under Section 5(b) of the Northwest Power Act consistent with a tiered rates pricing construct for the Section 7(b) rate, in order to provide signals and to encourage the timely development of regional power resource infrastructure to meet regional consumer loads under this Agreement.

This Agreement effectuates a Contract High Water Mark (CHWM) for Benton PUD that establishes the amount of power Benton PUD may purchase from BPA at Tier 1 Rates.

The Parties agree:

1. TERM

This Agreement takes effect on the date signed by the Parties and expires on September 30, 2044. Power sales by BPA to Benton PUD under this Agreement shall commence on October 1, 2028, provided that the Parties have completed any obligations required between the Effective Date and October 1, 2028 as specified under this Agreement.

Until October 1, 2028, section 19, Governing Law and Dispute Resolution will only apply to the extent there is a dispute regarding actions required under this Agreement that occur prior to October 1, 2028.

All obligations and liabilities accrued under this Agreement are preserved until satisfied.

2. DEFINITIONS

Capitalized terms below shall have the meaning stated. Capitalized terms that are not listed below are either defined within the section or exhibit in which the term is used, or if not so defined, shall have the meaning stated in BPA's applicable Power Rate Schedules, including the General Rate Schedule Provisions (GRSPs) or Public Rate Design Methodology (PRDM). Definitions in **bold** indicate terms that are both defined in the PRDM and that the Parties agree should conform to the PRDM as it may be revised. The Parties agree that if such definitions are revised pursuant to the PRDM, then BPA shall promptly and unilaterally amend this Agreement to incorporate such revised definitions from the PRDM, to the extent they are applicable.

- 2.1 "5(b)/9(c) Policy" means BPA's Policy on Determining Net Requirements of Pacific Northwest Utility Customers Under Sections 5(b)(1) and 9(c) of the Northwest Power Act issued May 23, 2000, and its revisions or successors.
- 2.2 "**7(i) Process**" means a public process conducted by BPA, pursuant to Section 7(i) of the Northwest Power Act, 16 U.S.C. § 839e(i), or its successor, to establish rates for the sale of power and other products.
- 2.3 "Above-CHWM Load" means the forecasted portion of a customer's Preliminary Net Requirement that is in excess of the customer's CHWM, if any, as determined in the Above-CHWM Load Process.
- 2.4 "Above-CHWM Load Process" means the public process conducted during each Forecast Year, in which BPA will calculate the following values for the upcoming Rate Period: (1) each customer's Preliminary Net Requirement; (2) adjusted CHWMs; and (3) each customer's Above-CHWM Load.
- 2.5 "Annexed Load" means existing load, distribution system (regardless of voltage), or service territory Benton PUD acquires after the Effective Date from another utility, by means of annexation, merger, purchase, trade, or other acquisition of rights, the acquisition of which BPA determines is consistent with BPA's standards of service and has been authorized by agreement between the impacted utilities or by a final state, regulatory, or court action. The Annexed Load must be served from distribution facilities of any voltage that are owned or acquired by Benton PUD.
- 2.6 "Attribute Pools" shall have the meaning as defined in section 2 of Exhibit H.

- 2.7 “Average Megawatts” or “aMW” means the amount of electric energy in megawatt-hours (MWh) during a specified period of time divided by the number of hours in such period.
- 2.8 “Balancing Authority” shall have the meaning as defined in section 1 of Exhibit F.
- 2.9 “Balancing Authority Area” shall have the meaning as defined in section 1 of Exhibit F.
- 2.10 “Block” or “Block Product” means a planned amount of Firm Requirements Power sold to a customer to meet a portion of its regional consumer load.
- 2.11 “Business Day(s)” means every Monday through Friday, except federal holidays.
- 2.12 “**CHWM Contract**” means the power sales agreement between a customer and BPA that contains a Contract High Water Mark (CHWM), and under which the customer purchases power from BPA at rates established by BPA in accordance with the PRDM.
- 2.13 “Committed Power Purchase Amount” means an amount of firm energy, listed in sections 3 and 4 of Exhibit A, that Benton PUD has agreed to supply and use to serve its Total Retail Load. Such amount is not attributed to a Specified Resource.
- 2.14 “Consumer-Owned Resource” means a Generating Resource connected to Benton PUD’s distribution system (regardless of voltage) from which the output is owned by a retail consumer, has a nameplate capability greater than 1.000 megawatt, is operated to serve load, and is not operated occasionally or intermittently as a back-up energy source at times of maintenance or forced outage. Consumer-Owned Resource does not include a resource where the owner of the resource is a retail consumer that exists solely for the purpose of selling wholesale power and for which Benton PUD only provides incidental station service energy for local use at the retail consumer’s generating plant for uses such as lighting, heat and the operation of auxiliary equipment.
- 2.15 “Contracted For, or Committed To” or “CF/CT” shall have the meaning as described in section 20.3.1.1.
- 2.16 “Contract High Water Mark” or “CHWM” means the amount of Firm Requirements Power (expressed in annual Average Megawatts) that a customer is eligible to access at Tier 1 Rates. The amount of Firm Requirements Power a customer purchases at Tier 1 Rates is limited to the lesser of its CHWM or its Net Requirement as established consistent with section 1 of Exhibit A.

- 2.17 “Contract High Water Mark (CHWM) Implementation Policy” means the policy that documents the process details around the FY 2026 CHWM Calculation Process and Above-CHWM Load Process.
- 2.18 “Cumulative Prior Load” shall have the meaning as established in section 20.3.5.2.
- 2.19 “Cycle” shall have the meaning as defined in section 6 of Exhibit J.
- 2.20 “Cycles per Day” shall have the meaning as defined in section 6 of Exhibit J.
- 2.21 “Dedicated Resource” means a Specified Resource or a Committed Power Purchase Amount listed in Exhibit A that Benton PUD is required by statute to provide or obligates itself to provide under this Agreement for use to serve its Total Retail Load.
- 2.22 “Dispatchable Resource” means a Specified Resource from which generation amounts can be intentionally increased or decreased by the resource owner or operator, and which has capacity capability greater than the energy capability as defined in Exhibit J.
- 2.23 “Diurnal” means the division of hours within a month between Heavy Load Hours (HLH) and Light Load Hours (LLH).
- 2.24 “Due Date” shall have the meaning as described in section 16.2.
- 2.25 “Effective Date” means the date on which this Agreement has been signed by both Benton PUD and BPA.
- 2.26 “Electronic Tag” or “E-Tag” shall have the meaning as defined in section 1 of Exhibit F.
- 2.27 “Eligible Annexed Load” shall have the meaning as defined in section 3.5.7.
- 2.28 “Emissions Allowance” shall have the meaning as defined in section 2 of Exhibit H.
- 2.29 “Energy Storage Device” or “ESD” means a facility used to hold generated electric energy for release at a later time. Energy Storage Devices include energy storage facilities such as batteries. In Exhibit J, BPA documents Energy Storage Devices with alternating current (AC) nameplates (in some cases stated as facility interconnection AC nameplates) greater than 1.000 megawatt.
- 2.30 “Environmental Attribute Accounting Process” shall have the meaning as defined in section 2 of Exhibit H.
- 2.31 “Environmental Attributes” shall have the meaning as defined in section 2 of Exhibit H.

- 2.32 “Existing Resource” means a Specified Resource listed in section 2 of Exhibit A that Benton PUD was obligated by contract or statute to use to serve Benton PUD’s Total Retail Load prior to October 1, 2023.
- 2.33 “Federal Columbia River Power System” or “FCRPS” means the integrated power system that includes, but is not limited to, the transmission system constructed and operated by BPA and the hydroelectric dams in the Pacific Northwest constructed and operated by the U.S. Army Corps of Engineers and the Bureau of Reclamation.
- 2.34 “FERC” means the Federal Energy Regulatory Commission, or its successor.
- 2.35 “Firm Requirements Power” means electric power that BPA sells under this Agreement and makes continuously available to Benton PUD to meet BPA’s obligations to Benton PUD under Section 5(b) of the Northwest Power Act.
- 2.36 “Fiscal Year” or “FY” means the period beginning each October 1 and ending the following September 30.
- 2.37 “Fiscal Year Transfer Cap” shall have the meaning as defined in section 1 of Exhibit G.
- 2.38 “Flat Annual Shape” means a distribution of energy having the same Average Megawatt value of energy in each month of the year.
- 2.39 “Flat Within-Month Shape” means a distribution of energy having the same Average Megawatt value of energy in each Diurnal period of the month.
- 2.40 “Forecast Year” means the Fiscal Year ending one full year prior to the commencement of a Rate Period.
- 2.41 “FY 2026 CHWM Calculation Process” means the public process where BPA shall calculate each customer’s CHWM in accordance with section 2.4 of the Provider of Choice Policy, March 2024, as amended or revised.
- 2.42 “Generating Resource” means any source or amount of electric power from an identified electricity-producing unit, and for which the amount of power received by Benton PUD or Benton PUD’s retail consumer is determined by the power produced from such identified electricity-producing unit. Such unit may be owned by Benton PUD or Benton PUD’s retail consumer in whole or in part, or all or any part of the output from such unit may be owned for a defined period by contract.
- 2.43 “Heavy Load Hours” or “HLH” shall have the meaning as defined in section 1 of Exhibit F.

- 2.44 “HLH Diurnal Shape” means a distribution of energy between the Diurnal periods in which more megawatt-hours per hour are applied in the Heavy Load Hour (HLH) periods than megawatt-hours per hour applied in the Light Load Hour (LLH) periods. Such distributions are determined by Benton PUD consistent with section 8 of Exhibit A.
- 2.45 “Hours of Maximum Discharge” shall have the meaning as defined in section 6 of Exhibit J.
- 2.46 “Initial Transfer Study Deposit” shall have the meaning as defined in Exhibit G.
- 2.47 “Interchange Points” shall have the meaning as defined in section 1 of Exhibit F.
- 2.48 “Inventory” or “Inventories” shall have the meaning as defined in section 2 of Exhibit H.
- 2.49 “Issue Date” shall have the meaning as described in section 16.1.
- 2.50 “Joint Operating Entity” or “JOE” means an entity that meets the requirements of Section 5(b)(7) of the Northwest Power Act.
- 2.51 “Last Transfer Segment” shall have the meaning as defined in section 1 of Exhibit G.
- 2.52 “Light Load Hours” or “LLH” shall have the meaning as defined in section 1 of Exhibit F.
- 2.53 “Low Voltage Segment” means the facilities of a Third-Party Transmission Provider that are below 34.5kV.
- 2.54 “Maximum Charge Rate” shall have the meaning as defined in section 6 of Exhibit J.
- 2.55 “Maximum Potential CHWM” shall have the meaning as defined in section 1.2.5 of Exhibit B.
- 2.56 “Maximum Single Hour Discharge” shall have the meaning as defined in section 6 of Exhibit J.
- 2.57 “Net Requirement” means the amount of electric power that a customer may purchase from BPA to serve its Total Retail Load, minus amounts of its Dedicated Resources shown in Exhibit A, as determined consistent with Section 5(b)(1) of the Northwest Power Act.
- 2.58 “Network Load” shall have the meaning as defined in section 1 of Exhibit G.

- 2.59 “Network Resource” shall have the meaning as defined in section 1 of Exhibit G.
- 2.60 “New Large Single Load” or “NLSL” shall have the meaning as specified in Section 3(13) of the Northwest Power Act and in the April 2001 Bonneville Power Administration New Large Single Load Policy or its successor (BPA’s NLSL Policy).
- 2.61 “New Resource” means: (1) a Specified Resource listed in section 2 of Exhibit A that Benton PUD was or is obligated by contract to use to serve Benton PUD’s Total Retail Load after September 30, 2023, and (2) any Committed Power Purchase Amounts listed in Exhibit A.
- 2.62 “**New Resource Rate**” or “NR Rate” means the rate for requirements firm power sold to an investor-owned utility (IOU) or public customer pursuant to Section 7(f) of the Northwest Power Act, 16 U.S.C. § 839e(c).
- 2.63 “Northwest Power Act” means the Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. § 839 et seq., Public Law No. 96-501, as amended.
- 2.64 “On-Site Consumer Load” means the load of an identified retail consumer of Benton PUD that is electrically interconnected at the same Point of Delivery to Benton PUD’s system with a Consumer-Owned Resource of that same identified retail consumer. Such load does not utilize BPA or Third-Party Transmission Provider transmission facilities to deliver the generation from the Consumer-Owned Resource to the consumer load.
- 2.65 “Open Access Transmission Tariff” or “OATT” shall have the meaning as defined in section 1 of Exhibit F.
- 2.66 “Peak Load Variance Service” or “PLVS” means a resource-capacity planning-based service for instances when planned load exceeds expected load forecast values.
- 2.67 “Planned NLSL” means the load at a facility that BPA and a customer have agreed, pursuant to the provisions of Section V.B. of BPA’s NLSL Policy, is expected to become an NLSL during the facility’s next consecutive 12-month monitoring period.
- 2.68 “Planned Transmission Outage” shall have the meaning as defined in section 1 of Exhibit F.
- 2.69 “Point of Delivery” or “POD” means the point where power is transferred from a transmission provider to Benton PUD.
- 2.70 “Point of Metering” or “POM” means the point at which power is measured.

- 2.71 “Potential NLSL” means a load at a facility that BPA determines is capable of growing ten Average Megawatt or more in a consecutive 12-month monitoring period that may qualify as an NLSL.
- 2.72 “Power Services” means the organization, or its successor organization, within BPA that is responsible for the management and sale of BPA-provided electric power.
- 2.73 “**Preliminary Net Requirement**” means a customer’s annual Net Requirement prior to accounting for any New Resources a customer may elect to serve its Above-CHWM Load. Preliminary Net Requirement is determined as the forecasted annual Total Retail Load less Existing Resources, NLSLs, Specified Resources added to Tier 1 Allowance Amount, and Consumer-Owned Resources serving On-Site Consumer Load, as determined in the Above-CHWM Load Process.
- 2.74 “Primary Points of Receipt” shall have the meaning as defined in section 14.1.
- 2.75 “**Public Rate Design Methodology**” or “**PRDM**” means the methodology describing the manner in which BPA will collect a portion of its Power Revenue Requirement from public customers with a CHWM Contract through a combination of charges, credits, fees, and discounts, as well as the terms and conditions related to any potential changes to the methodology.
- 2.76 “Qualified Capacity Contribution” or “QCC” means the megawatt quantity of capacity provided by a resource, contract, or portfolio as defined by the Western Resource Adequacy Program (WRAP).
- 2.77 “Rate Case Year” means the Fiscal Year ending prior to the commencement of a Rate Period. The Rate Case Year immediately follows the Forecast Year and is the year in which the 7(i) Process for the next Rate Period is conducted.
- 2.78 “Rate Period” means the period of time during which a specific set of rates established by BPA pursuant to the PRDM is intended to remain in effect.
- 2.79 “Region” means the Pacific Northwest as defined in Section 3(14) of the Northwest Power Act.
- 2.80 “Renewable Energy Certificates” or “Renewable Energy Credits” or “RECs” shall have the meaning as defined in section 2 of Exhibit H.
- 2.81 “Retire” or “Retirement” shall have the meaning as defined in section 2 of Exhibit H.
- 2.82 “Resource Diurnal Shape” means a distribution of energy within each Diurnal period that a Specified Resource is expected to produce, as agreed to by the Parties in accordance with section 3.4.1(1).

- 2.83 “Resource Monthly Shape” means a distribution of energy within each month that a Specified Resource is expected to produce, as agreed to by the Parties in accordance with section 3.4.1(1).
- 2.84 “Resource Support Services” or “RSS” means a suite of services BPA Power Services provides to integrate federal and non-federal resources defined in Exhibit J and priced in each regular 7(i) Process consistent with chapter 6 of the PRDM.
- 2.85 “Round Trip Efficiency” shall have the meaning as defined in section 6 of Exhibit J.
- 2.86 “Scheduling Points of Receipt” shall have the meaning as defined in section 14.1.
- 2.87 “Slice/Block Product” means a customer’s purchase obligation under the Slice Product and the Block Product to meet its regional consumer load obligation as described in section 3.1 of the Slice/Block Product CHWM Contract.
- 2.88 “Slice Percentage” means the percentage used to determine the amount of the Slice Product a customer purchases, pursuant to its CHWM Contract.
- 2.89 “Slice Product” means the power product defined in section 5 of the Slice/Block Product CHWM Contract.
- 2.90 “Small Utility Adjustment” means the subsequent CHWM adjustment as provided in section 2.4.2.1 of the Provider of Choice Policy, March 2024, as amended or revised.
- 2.91 “Specified Resource” means a Generating Resource that has a nameplate capability or maximum hourly purchase amount greater than 1.000 megawatt, that a customer is required by statute or has agreed to use to serve its Total Retail Load. Each such resource is identified as a specific Generating Resource listed in sections 2 and 4 of Exhibit A.
- 2.92 “Storage Capacity” shall have the meaning as defined in section 6 of Exhibit J.
- 2.93 “Submitted Schedule” shall have the meaning as defined in section 3.7.
- 2.94 “Support Services” means a suite of services Power Services provides to customers, including RSS and other Support Services, as defined in Exhibit J and priced in each 7(i) Process consistent with chapter 6 of the PRDM.
- 2.95 “Surplus Firm Power” means firm power that is in excess of BPA’s obligations, including those incurred under Sections 5(b), 5(c), and 5(d) of the Northwest Power Act, as available.

- 2.96 “Third-Party Transmission Provider” means a transmission provider other than BPA that provides transmission service to serve Benton PUD’s load.
- 2.97 “Tier 1 Allowance Amount” means the aggregate total nameplate capacity of qualifying Specified Resources listed in section 2 of Exhibit A that Benton PUD is applying to offset its purchase obligation in accordance with section 3.5.2.
- 2.98 “**Tier 1 Marginal Energy True-Up**” means an end-of-Fiscal-Year process that evaluates the difference between forecast and actual energy usage and aligns that difference with appropriate Tier 1 Rate and market-based pricing levels, as described in chapter 4.2 of the PRDM.
- 2.99 “Tier 1 Rate(s)” shall have the meaning as described in chapter 4 of the PRDM.
- 2.100 “Tier 2 Long-Term Rate” means a Tier 2 Rate at which customers may elect to purchase Firm Requirements Power in accordance with section 2.3 of Exhibit C.
- 2.101 “Tier 2 Rate(s)” shall have the meaning as described in chapter 5 of the PRDM.
- 2.102 “Tier 2 Short-Term Rate” means a Tier 2 Rate at which customers may elect to purchase Firm Requirements Power in accordance with section 2.4 of Exhibit C.
- 2.103 “Tier 2 Vintage Rate” means a Tier 2 Rate(s) at which customers may elect to purchase Firm Requirements Power in accordance with section 2.5 of Exhibit C.
- 2.104 “Total Retail Load” or “TRL” means all retail electric power consumption, including electric system losses, within a customer’s electrical system, excluding:
- (1) those loads BPA and the customer have agreed are non-firm or interruptible loads,
 - (2) loads of other utilities served by such customer, and
 - (3) any loads not on such customer’s electrical system or not within such customer’s service territory, unless specifically agreed to by BPA.
- 2.105 “Transfer Market Purchase” shall have the meaning as defined in section 1 of Exhibit G.
- 2.106 “Transfer Service” means the transmission, distribution and other services provided by a Third-Party Transmission Provider to BPA to serve customer load over its transmission system, as listed in Exhibit E.

- 2.107 “Transfer Request” shall have the meaning as defined in section 1 of Exhibit G.
- 2.108 “Transfer Service Eligible Resource” means any (1) Dedicated Resource serving Total Retail Load, (2) Consumer-Owned Resource serving On-Site Consumer Load, or (3) any new non-federal resource pursuant to section 14.6.7.2.
- 2.109 “Transfer Study” shall have the meaning as defined in section 1 of Exhibit G.
- 2.110 “Transmission Curtailment” shall have the meaning as defined in section 1 of Exhibit F.
- 2.111 “Transmission Curtailment Management Service” or “TCMS” shall have the meaning as defined in section 1 of Exhibit F.
- 2.112 “Transmission Event” shall have the meaning as defined in section 1 of Exhibit F.
- 2.113 “Transmission Scheduling Service” or “TSS” shall have the meaning as defined in section 1 of Exhibit F.
- 2.114 “Transmission Scheduling Service-Full” or “TSS-Full” shall have the meaning as defined in section 1 of Exhibit F.
- 2.115 “Transmission Scheduling Service-Partial” or “TSS-Partial” shall have the meaning as defined in section 1 of Exhibit F.
- 2.116 “Transmission Services” means the organization, or its successor organization, within BPA that is responsible for the management and sale of transmission service on the Federal Columbia River Transmission System.
- 2.117 “Transmission System Delivery Plan” or “Delivery Plan” means the plan for each Dedicated Resource serving Benton PUD’s load or Consumer-Owned Resource serving On-Site Consumer Load that states the transmission system of the load that resource will serve.
- 2.118 “Uncontrollable Force” shall have the meaning as defined in section 18.
- 2.119 “Vintage Resource” shall have the meaning as defined in section 2.5 of Exhibit C.

3. LOAD FOLLOWING POWER PURCHASE OBLIGATION

3.1 Purchase Obligation

From October 1, 2028, and continuing through September 30, 2044, BPA shall sell and make available, and Benton PUD shall purchase, Firm

Requirements Power in hourly amounts equal to Benton PUD's hourly Total Retail Load minus the hourly firm energy from each of Benton PUD's Dedicated Resources listed in sections 2, 3, and 4 of Exhibit A and Consumer-Owned Resources listed in sections 7.1, 7.3, and 7.4 of Exhibit A. Benton PUD shall determine the hourly firm energy from each of its Dedicated Resources pursuant to section 3.3. Such amounts of energy are subject to change pursuant to section 3.5 and section 10.

3.2 Take or Pay

Benton PUD shall pay for the Firm Requirements Power it is obligated to purchase and that BPA makes available under section 3.1, at the rates BPA establishes in a 7(i) Process pursuant to the PRDM, as applicable to such power, whether or not Benton PUD took delivery of such power.

3.3 Application of Dedicated Resources

Benton PUD shall serve a portion of its Total Retail Load with the Dedicated Resources listed in Exhibit A as follows:

- (1) Specified Resources, listed in section 2 of Exhibit A, and
- (2) Committed Power Purchase Amounts, listed in section 3.1 of Exhibit A.

Benton PUD shall use its Dedicated Resources to serve its Total Retail Load, and the Parties shall specify amounts of such Dedicated Resources in Exhibit A as stated below for each specific resource and type. BPA shall use the amounts listed in Exhibit A in determining Benton PUD's Net Requirement. The amounts listed are not intended to govern how Benton PUD operates its Specified Resources, except for those resources applied to the Tier 1 Allowance Amount and those resources supported with RSS from BPA.

3.3.1 Specified Resources

3.3.1.1 Application of Specified Resources

Benton PUD shall apply the output of all Specified Resources, listed in section 2 of Exhibit A, to Benton PUD's Total Retail Load in predefined hourly amounts consistent with section 3.7 except for those Specified Resources applied to Benton PUD's Tier 1 Allowance Amount, those Existing Resources that are Dispatchable Resources, and those Specified Resources that Benton PUD is supporting with RSS from BPA. For those Specified Resources applied to Benton PUD's Tier 1 Allowance Amount, Benton PUD shall apply all of the output as it is generated to Benton PUD's Total Retail Load. Benton PUD shall apply all Existing Resources that are Dispatchable Resources consistent with section 4 of Exhibit J. Benton PUD shall apply all Specified Resources

supported with RSS from BPA to Benton PUD's Total Retail Load consistent with section 3 of Exhibit J.

3.3.1.2 Determining Specified Resource Amounts

For each Specified Resource, BPA, in consultation with Benton PUD, shall determine firm energy amounts for each Diurnal period and peak amounts for each month beginning with the later of the date the resource was dedicated to load or October 1, 2028, through the earlier of the date the resource will be permanently removed or September 30, 2044, and BPA shall list such amounts in section 2 of Exhibit A. BPA shall determine such amounts consistent with the 5(b)/9(c) Policy, and using the allowable shapes established in section 3.4.

3.3.2 Committed Power Purchase Amounts

3.3.2.1 Application of Committed Power Purchase Amounts

To serve Benton PUD's Above-CHWM Load that it commits to meet with Dedicated Resources in Exhibit C, Benton PUD shall provide and use Committed Power Purchase Amounts to meet any amount of such load not met with its Specified Resources during each Rate Period. Benton PUD shall apply its Committed Power Purchase Amounts, listed in section 3 of Exhibit A, to Benton PUD's Total Retail Load in predefined hourly amounts consistent with section 3.7.

3.3.2.2 Determining Committed Power Purchase Amounts

By March 31 of each Rate Case Year, BPA shall calculate and update the table in section 3.1.2 of Exhibit A with Benton PUD's Committed Power Purchase Amounts for each year of the upcoming Rate Period. BPA shall calculate such Committed Power Purchase Amounts using the monthly and Diurnal shapes stated in section 3.1.1 of Exhibit A. Upon termination or expiration of this Agreement, any Committed Power Purchase Amounts listed in Exhibit A shall expire, and Benton PUD shall have no further obligation to apply Committed Power Purchase Amounts.

3.4 Shaping of Dedicated Resources

Benton PUD's Dedicated Resource amounts shall be shaped as follows.

3.4.1 Initial Monthly and Diurnal Resource Shapes

BPA shall initially state Benton PUD's Dedicated Resource amounts in Exhibit A with one of the following shapes:

- (1) Specified Resources in the amount of energy within each month and Diurnal period of a year that each resource is expected to generate output as determined pursuant to section 3.3.1.2; and

- (2) Committed Power Purchase Amounts in equal megawatt amounts for each hour in a year.

3.4.2 **Reshaping Dedicated Resources**

By October 31, 2027, and by October 31 of each Rate Case Year thereafter, Benton PUD may elect in writing, pursuant to section 3.4.3, to reshape its amounts of Dedicated Resources listed in sections 2 and 3.1 of Exhibit A, except for those Specified Resources applied to Benton PUD's Tier 1 Allowance Amount, those Existing Resources that are Dispatchable Resources, and those Specified Resources Benton PUD is supporting with RSS from BPA, for the next Rate Period. After BPA receives such written notice from Benton PUD, BPA shall, by the following March 31, revise Exhibit A to reflect such election.

3.4.3 **Monthly and Diurnal Reshaping Options**

Consistent with section 3.4.2, Benton PUD may elect to reshape one or more of its Dedicated Resources using the allowable shapes described below. If Benton PUD elects to reshape its Specified Resources, then Benton PUD shall elect both a monthly and a Diurnal shape for each Specified Resource that is reshaped. If Benton PUD elects to reshape its Committed Power Purchase Amounts, then the applicable monthly shape will be the Flat Annual Shape and Benton PUD shall elect a Diurnal shape.

3.4.3.1 **Specified Resources**

For each Specified Resource listed in section 2 of Exhibit A Benton PUD may elect to apply each resource, in any of the following shapes:

- (1) Monthly shapes: (A) Resource Monthly Shape; or (B) Flat Annual Shape.
- (2) Diurnal shapes: (A) Resource Diurnal Shape; (B) Flat Within-Month Shape; or (C) HLH Diurnal Shape.

3.4.3.2 **Committed Power Purchase Amounts**

Benton PUD may elect to apply its Committed Power Purchase Amounts, listed in section 3.1 of Exhibit A, in either of the following Diurnal shapes: (A) Flat Within-Month Shape; or (B) HLH Diurnal Shape.

3.4.4 **Hourly Resource Shape**

Benton PUD shall apply its Dedicated Resources stated in sections 2 and 3.1 of Exhibit A in equal megawatt amounts during all LLH of a month and in equal megawatt amounts during all HLH of a month, except for those Specified Resources applied to Benton PUD's Tier 1 Allowance Amount, those Existing Resources that are Dispatchable

Resources, and those Specified Resources Benton PUD is supporting with RSS from BPA.

3.5 Changes to Dedicated Resources

3.5.1 Specified Resource Additions to Meet Above-CHWM Load

With written notice to BPA by July 31 of a Forecast Year, Benton PUD may elect to add Specified Resources to section 2 of Exhibit A, with amounts effective at the start of the upcoming Rate Period, to meet any obligation Benton PUD may have in Exhibit C to serve its Above-CHWM Load with Dedicated Resources. The following apply for such Specified Resources:

- (1) BPA shall determine amounts for such Specified Resources in accordance with section 3.3.1.2.
- (2) Benton PUD may elect to reshape such Specified Resources in accordance with section 3.4.3, or may elect to purchase RSS from BPA to support such Specified Resources.

BPA shall revise Exhibit A consistent with Benton PUD's elections by March 31 following Benton PUD's elections under this section 3.5.1.

3.5.2 Specified Resources Added to Tier 1 Allowance Amount

At any time over the term of the Agreement and by written notice to BPA, Benton PUD may request for BPA to add Specified Resources that meet the qualifying criteria in section 3.5.2.2 to its Tier 1 Allowance Amount in section 2 of Exhibit J. BPA shall review such request and revise Exhibit A as soon as reasonably practical to include such resources, provided that BPA determines in its sole discretion that the Specified Resources meet such qualifying criteria. Any qualifying Specified Resource included in the Tier 1 Allowance Amount shall remain in the Tier 1 Allowance Amount for the term of the Agreement unless the resource is removed consistent with section 3.5.6. Any qualifying Specified Resource included in the Tier 1 Allowance Amount shall be treated as an Existing Resource for purposes of temporary resource removal as provided in section 10. Benton PUD's qualifying Specified Resources included in the Tier 1 Allowance Amount may be subject to charges pursuant to the applicable Power Rate Schedules and GRSPs.

3.5.2.1 Tier 1 Allowance Amount Limit

Benton PUD's Tier 1 Allowance Amount shall be limited to the amount stated in section 2 of Exhibit J, and shall not exceed the lesser of 5 MW or 50 percent of Benton PUD's CHWM reflected as a megawatt value. Such value will be considered the Tier 1 Allowance Amount limit. If BPA changes Benton PUD's CHWM consistent with section 1.2 of Exhibit B, then BPA shall recalculate Benton PUD's Tier 1

Allowance Amount limit and update Exhibit J if necessary. If Benton PUD has a reduction to its CHWM, then BPA shall determine whether a reduction in the Tier 1 Allowance Amount limit is appropriate. In the event that BPA reduces Benton PUD's Tier 1 Allowance Amount limit, BPA will determine on a case-by-case basis the treatment of Benton PUD's resource(s).

3.5.2.2 Qualifying Specified Resources For Tier 1 Allowance Amount

Any Specified Resource Benton PUD elects to add to its Tier 1 Allowance Amount must meet the following qualifying criteria:

- (1) the Specified Resource is a New Resource;
- (2) the Specified Resource is connected to Benton PUD's distribution system, regardless of voltage, and does not utilize BPA or Third-Party Transmission Provider transmission facilities; and,
- (3) the Specified Resource reduces Benton PUD's Total Retail Load.

3.5.3 Resource Additions for a BPA Insufficiency Notice

If BPA provides Benton PUD a notice of insufficiency and reduces its purchase obligation, in accordance with section 20.2, then Benton PUD may temporarily add Dedicated Resources to replace amounts of Firm Requirements Power BPA will not be providing due to insufficiency. The Parties shall revise Exhibit A to reflect such additions.

3.5.4 Decrements for 9(c) Export

If BPA determines, in accordance with section 20.6, that an export of a Specified Resource listed in section 2 of Exhibit A requires a reduction in the amount of Firm Requirements Power BPA sells Benton PUD, then BPA shall notify Benton PUD of the amount and duration of the reduction in Benton PUD's Firm Requirements Power purchases from BPA. Within 20 calendar days of such notification Benton PUD may temporarily add a Specified Resource to section 2 of Exhibit A in the amount and for the duration of such decrement. If Benton PUD does not add a Specified Resource to meet such decrement, then within 30 calendar days of such notification BPA shall add Committed Power Purchase Amounts to section 3.2 of Exhibit A in the amount and for the duration of such decrement.

3.5.5 Temporary Resource Removal

By March 31 of each Rate Case Year, BPA shall revise Benton PUD's Dedicated Resource amounts listed in the tables of Exhibit A

consistent with Benton PUD's resource removal elections made in accordance with section 10.

3.5.6 Permanent Discontinuance of Resources

Benton PUD may permanently remove a Specified Resource listed in section 2 of Exhibit A, consistent with the 5(b)/9(c) Policy on statutory discontinuance for permanent removal. If BPA makes a determination that Benton PUD's Specified Resource has met BPA's standards for a permanent removal, then BPA shall revise Exhibit A accordingly. If Benton PUD does not replace such resource with another Dedicated Resource, then Benton PUD's additional Firm Requirements Power purchases under this Agreement, as a result of such a resource removal, shall be subject to the applicable rates or charges as established in the Power Rate Schedules and GRSPs.

3.5.7 Resource Additions for Annexed Loads

If Benton PUD acquires an Annexed Load, Benton PUD may add Dedicated Resources to Exhibit A, subject to sections 3.5.7.1 and 3.5.7.2 below, to serve amounts of such Annexed Load that are Eligible Annexed Load. "Eligible Annexed Load" means an Annexed Load: (1) that is added after the Effective Date, and (2) for which Benton PUD did not receive a CHWM addition pursuant to section 1.2.2 of Exhibit B.

3.5.7.1 During the Rate Period in which Benton PUD acquires an Eligible Annexed Load, Benton PUD may serve such load for the remainder of that Rate Period with Dedicated Resources in the shape of the load, as negotiated by the Parties, or with additional power purchased from BPA. If Benton PUD elects to serve such load with Dedicated Resources, then Benton PUD shall apply such resources for the remainder of the Rate Period. If Benton PUD elects to purchase additional power from BPA for the Annexed Load, then during that Rate Period such power purchases shall be subject to the applicable rates or charges as established in the Power Rate Schedules and GRSPs and as applicable to the shape of the Eligible Annexed Load.

3.5.7.2 For all Rate Periods after the Rate Period when Benton PUD acquires an Eligible Annexed Load, Benton PUD shall serve such load pursuant to Benton PUD's elections and either (1) apply Dedicated Resources or (2) purchase Firm Requirements Power at the applicable rates or charges as established in the Power Rate Schedules and GRSPs.

3.5.8 Resource Additions/Removals for NLSLs

3.5.8.1 To serve a Planned NLSL or an NLSL listed in Exhibit D that is added after the Effective Date, Benton PUD may add

Dedicated Resources to section 4 of Exhibit A. Benton PUD may discontinue serving its NLSL with the Dedicated Resources listed in section 4 of Exhibit A if BPA determines that Benton PUD's NLSL is no longer: (1) an NLSL, or (2) in Benton PUD's service territory.

3.5.8.2 If Benton PUD elects to serve a Planned NLSL or an NLSL with Dedicated Resources, then Benton PUD shall specify in section 4 of Exhibit A the maximum monthly and Diurnal Dedicated Resource amounts that Benton PUD plans to use to serve the NLSL. Benton PUD shall establish such firm energy amounts and BPA shall state such amounts in section 4 of Exhibit A for each month beginning with the date the resource was dedicated to the Planned NLSL or NLSL through the earlier of the date the resource will be removed or September 30, 2044. Benton PUD shall serve the actual load of the Planned NLSL or NLSL up to such maximum amounts with such Dedicated Resource amounts. To the extent that the load at a Planned NLSL or an NLSL is less than the maximum amount in any monthly or Diurnal period, Benton PUD shall have no right or obligation to use such amounts to serve load other than a Planned NLSL or an NLSL. Specific arrangements to match such resources to the Planned NLSL or NLSL on an hourly basis shall be established in Exhibit D.

3.5.9 PURPA Resources

If Benton PUD is required by the Public Utility Regulatory Policies Act (PURPA) to acquire output from a Generating Resource and plans to use that output to serve its Total Retail Load, then such output shall be added as a Specified Resource pursuant to Exhibit A. Benton PUD shall purchase RSS from BPA (or equivalent service) to support such resources for the term of this Agreement.

3.6 Consumer-Owned Resources

Except for any Consumer-Owned Resources serving a Planned NLSL or an NLSL, which Benton PUD has applied to load consistent with section 20.3, Benton PUD shall apply the output of Consumer-Owned Resources as follows:

3.6.1 Existing Consumer-Owned Resources

Benton PUD shall designate, in sections 7.1, 7.2, or 7.3 of Exhibit A, the extent that each existing Consumer-Owned Resource as of the Effective Date will or will not serve On-Site Consumer Load. Benton PUD shall make such designation to BPA in writing no later than 60 calendar days after BPA publishes, to its publicly available website, Benton PUD's final CHWMs from the FY 2026 CHWM Calculation Process. Such designation shall apply for the term of this Agreement.

3.6.2 New Consumer-Owned Resources

Benton PUD shall designate the extent that each Consumer-Owned Resource commencing commercial operation after the Effective Date will or will not serve On-Site Consumer Load. Benton PUD shall make such designation to BPA in writing within 120 days of energization of such resource. Such designation shall apply for the term of this Agreement.

Consistent with Benton PUD's designations, BPA shall list Consumer-Owned Resources serving On-Site Consumer Load in section 7.1 of Exhibit A, Consumer-Owned Resources not serving On-Site Consumer Load in section 7.2 of Exhibit A, and Consumer-Owned Resources serving both On-Site Consumer Load and load other than On-Site Consumer Load in section 7.3 of Exhibit A.

3.6.3 Application of Consumer-Owned Resources Serving On-Site Consumer Load

Power generated from Consumer-Owned Resources listed in section 7.1 of Exhibit A shall serve On-Site Consumer Load. Benton PUD shall ensure that a Consumer-Owned Resource does not exceed the On-Site Consumer Load such resource serves. If a Consumer-Owned Resource exceeds the On-Site Consumer Load, then BPA may adjust Benton PUD's Total Retail Load used to bill for energy purchases to ensure Benton PUD pays for energy that was otherwise displaced by the amount of generation of the Consumer-Owned Resource that exceeds the On-Site Consumer Load on any hour. BPA shall determine in its sole discretion whether to make any adjustment based on information Benton PUD provides to BPA as follows:

- (1) Commensurate with Benton PUD's designation under section 3.6.2 above, Benton PUD shall provide BPA information demonstrating that the Consumer-Owned Resource's forecasted generation will not exceed the On-Site Consumer Load it is intended to serve on a monthly basis. Examples of such information include but are not limited to consumer load projections and monthly generation projections for the generating equipment to be installed.
- (2) If Benton PUD has not provided sufficient information, or if the Consumer-Owned Resource exceeds On-Site Consumer Load, then Benton PUD shall in accordance with section 15 and section 17.3 of this Agreement: (A) install metering on the On-Site Consumer Load, or (B) provide BPA hourly meter data of the On-Site Consumer Load on a monthly basis in a format specified by BPA.

Benton PUD shall provide notice to BPA of any significant changes to an On-Site Consumer Load amount as soon as practicable but no later than 60 calendar days after the change.

Benton PUD must ensure that the Consumer-Owned Resources do not cause negative flow through Benton PUD's Point of Delivery behind which the resource is located. If negative flow occurs, then BPA shall pass through and Benton PUD shall pay any costs assessed to BPA resulting from such flow.

3.6.4 Application of Consumer-Owned Resources Serving Load Other than On-Site Consumer Load

Benton PUD shall ensure that power generated from Consumer-Owned Resources listed in section 7.2 of Exhibit A, which serves load other than On-Site Consumer Load, is scheduled for delivery and:

- (1) sold to another utility in the Region to serve its Total Retail Load,
- (2) used by Benton PUD to serve its Total Retail Load (consistent with section 3.3), (3) marketed as an export, or (4) any combination of (1), (2), and (3) above.

3.6.5 Application of Consumer-Owned Resources Serving Both On-Site Consumer Load and Load Other than On-Site Consumer Load

If Benton PUD designates a Consumer-Owned Resource to serve both On-Site Consumer Load and load other than On-Site Consumer Load, then Benton PUD shall select either Option A or Option B below.

3.6.5.1 Option A: Maximum Consumer-Owned Resource Amounts Serving On-Site Consumer Load

If Benton PUD selects this Option A, then Benton PUD shall specify, in section 7.3 of Exhibit A, the maximum hourly amounts of an identified On-Site Consumer Load that are to be served with power generated by an identified Consumer-Owned Resource. Such amounts shall be specified as Diurnal megawatt amounts, by month, and shall apply in all years for the term of this Agreement. Such amounts are not subject to change in accordance with section 3.6.6.

On any hour that the On-Site Consumer Load is less than or equal to the specified maximum hourly amounts, all such On-Site Consumer Load shall be served by Benton PUD with the identified Consumer-Owned Resource or with power other than Firm Requirements Power. Any hourly amounts of the identified On-Site Consumer Load greater than the specified maximum hourly amounts will be served with Firm Requirements Power. Any power generated from the identified Consumer-Owned Resource greater than the specified maximum hourly amounts will be applied to load other than On-Site Consumer Load in accordance with section 3.6.4.

3.6.5.2 Option B: Maximum Firm Requirements Power Serving On-Site Consumer Load

If Benton PUD selects this Option B, then Benton PUD shall specify, in section 7.3 of Exhibit A, the maximum hourly amounts of an identified On-Site Consumer Load that are to be served with Firm Requirements Power. Such amounts shall be specified as Diurnal megawatt amounts, by month, and shall apply in all years for the term of this Agreement. Such amounts are not subject to change in accordance with section 3.6.6.

On any hour that On-Site Consumer Load is less or equal to the specified maximum hourly amounts, all such On-Site Consumer Load shall be served with Firm Requirements Power. Benton PUD shall serve any hourly amounts of the identified On-Site Consumer Load greater than the specified maximum hourly amounts with power generated by the identified Consumer-Owned Resource or with power other than Firm Requirements Power. Any power generated from the identified Consumer-Owned Resource greater than the amounts required to be used to serve the On-Site Consumer Load shall be applied to load other than On-Site Consumer Load in accordance with section 3.6.4.

3.6.6 Changes to Consumer-Owned Resources

Prior to each Fiscal Year Benton PUD shall notify BPA in writing of any changes in ownership, expected resource output, or other characteristic of Consumer-Owned Resources identified in section 7 of Exhibit A. If a Consumer-Owned Resource has permanently ceased operation and Benton PUD notifies BPA of such cessation, then BPA shall revise section 7 of Exhibit A to reflect such change as long as BPA agrees the determination is reasonable.

3.6.7 Application of Consumer-Owned Resources Serving a Planned NLSL or NLSL

If Benton PUD is serving a Planned NLSL or an NLSL with Consumer-Owned Resource amounts pursuant to section 20.3 and section 1 of Exhibit D, then BPA shall list such resources in section 7.4 of Exhibit A. Requirements for Benton PUD's application of Consumer-Owned Resources serving Planned NLSLs and NLSL are included in section 20.3 and section 1 of Exhibit D.

3.6.8 Data Requirements for Consumer-Owned Resources

Benton PUD shall meter all Consumer-Owned Resources listed in section 7 of Exhibit A and shall provide such meter data to BPA pursuant to section 17.3.

3.7 Hourly Dedicated Resource Schedule

By June 30 of each Rate Case Year, Benton PUD shall provide BPA an hourly schedule(s), in whole megawatt amounts consistent with section 3.7.3 and in the format described in section 3.7.2, for its Dedicated Resources with amounts in each hour, calculated pursuant to section 3.7.1, for each year of the upcoming Rate Period (“Submitted Schedule”). Benton PUD shall schedule such hourly amounts to its Total Retail Load consistent with section 13.

3.7.1 Schedule Amounts

The amounts in the Submitted Schedule shall equal the monthly and Diurnal amounts for each Dedicated Resource listed in the tables in sections 2 and 3 of Exhibit A except for those Specified Resources applied to Benton PUD’s Tier 1 Allowance Amount, those Existing Resources that are Dispatchable Resources, and those Specified Resources supported with RSS. The hourly amounts in the Submitted Schedule shall be determined in accordance with section 3.4.4.

If the amounts in the Submitted Schedule change in accordance with section 3.5, then Benton PUD shall send BPA a revised Submitted Schedule including the updated amounts within five Business Days of such amounts being updated in Exhibit A.

3.7.2 Schedule Format

Benton PUD shall provide the Submitted Schedule to BPA electronically in a comma-separated-value (csv) format with the time/date stamp in the first column and load amounts, with units of measurement specified, in the following column.

3.7.3 Whole Megawatt Amounts

If Benton PUD’s Submitted Schedule would otherwise have amounts in fractional megawatts-per-hour, then Benton PUD shall vary its hourly amounts by one megawatt in some hours so that over the course of the applicable month the amounts as scheduled in whole megawatts sum to the appropriate total.

3.8 Transfer of Renewable Energy Certificates

BPA shall provide any applicable Renewable Energy Certificates (RECs), emission accounting information, and non-emitting generation accounting information to Benton PUD in accordance with Exhibit H.

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6. PUBLIC RATE DESIGN METHODOLOGY

6.1 The PRDM applies for the term of this Agreement. BPA shall apply the PRDM in accordance with its terms, which govern BPA’s establishment,

review and revision of Priority Firm Power (PF) rates pursuant to Section 7(i) of the Northwest Power Act for Firm Requirements Power sold under this Agreement.

- 6.2 The recitation of language from the PRDM in this Agreement does not incorporate such language into this Agreement. BPA may only revise the PRDM's language in accordance with the requirements of PRDM chapter 9. If BPA revises the language of the PRDM, then BPA will unilaterally amend this Agreement to accordingly modify any such language recited in this Agreement.
- 6.3 Any disputes over the meaning of the PRDM or rates, including whether BPA is adhering to its obligation under the PRDM to revise the PRDM only in accordance with the PRDM chapter 9, or whether the Administrator is correctly implementing the PRDM or rates, including but not limited to matters of whether the Administrator is correctly interpreting, applying, and otherwise adhering or conforming to the PRDM or rate, shall (1) be resolved pursuant to any applicable procedures set forth in the PRDM; (2) if resolved by the Administrator as part of a proceeding under Section 7(i) of the Northwest Power Act, be reviewable as part of the United States Court of Appeals for the Ninth Circuit's review under Section 9(e)(5) of the Northwest Power Act of the rates or rate matters determined in such Section 7(i) proceeding (after FERC final confirmation and approval, and subject to any further review by the United States Supreme Court); and (3) if resolved by the Administrator outside such a Section 7(i) Process and such decision is a final action, be reviewable by the United States Court of Appeals for the Ninth Circuit under Section 9(e)(5) of the Northwest Power Act (subject to any further review by the United States Supreme Court). The remedies available to Benton PUD through such judicial review shall be Benton PUD's sole and exclusive remedy for such disputes.
- 6.4 BPA shall not publish a Federal Register Notice regarding BPA rates or the PRDM that prohibits, limits, or restricts Benton PUD's right to submit testimony or brief issues on rate matters regarding the meaning or implementation of the PRDM or establishment of BPA rates pursuant to the PRDM. For purposes of BPA's conformance to this paragraph, a "rate matter" shall not include budgetary and program level issues, or any other matter unrelated to the PRDM or the establishment of rates pursuant to the PRDM.

7. CONTRACT HIGH WATER MARKS

By September 30, 2026, BPA shall establish Benton PUD's CHWM in the FY 2026 CHWM Calculation Process and revise Exhibit B to state Benton PUD's CHWM. Once established, BPA may only adjust Benton PUD's CHWM as permitted pursuant to Exhibit B. After any adjustment, BPA shall revise Exhibit B to state Benton PUD's adjusted CHWM.

8. **APPLICABLE RATES**

Purchases under this Agreement are subject to the following rate schedules, or their successors: Priority Firm Power (PF), including Tier 1 Rates and Tier 2 Rates, New Resource Firm Power (NR), and Firm Power and Surplus Products and Services (FPS), as applicable. Billing determinants for any purchases will be included in each rate schedule. Power purchases and services sold under this Agreement are subject to the applicable rates and charges in BPA's Power Rate Schedules, established in accordance with the PRDM, as applicable, and its GRSPs (or their successors) established during a 7(i) Process. Benton PUD may incur additional charges as established in the applicable 7(i) Process, and as provided in the Power Rate Schedules and GRSPs, including the Unauthorized Increase Charge or its successors.

8.1 **Applicability of Tier 1 and Tier 2 Rates**

BPA shall establish PF rates that include rate schedules for purchase amounts at Tier 1 Rates and purchase amounts at Tier 2 Rates. Tier 1 Rates and Tier 2 Rates shall apply to Benton PUD's purchases as follows:

- (1) Tier 1 Rates shall apply to Firm Requirements Power that Benton PUD purchases under this Agreement, less: (A) amounts of Firm Requirements Power priced at Tier 2 Rates elected by Benton PUD in section 2 of Exhibit C, (B) amounts of Firm Requirements Power priced at the NR or other applicable 7(f) rate purchased for Planned NLSLs and NLSLs pursuant to Exhibit D, and (C) amounts of Firm Requirements Power priced at any other applicable 7(f) rate not limited to either (A) or (B).
- (2) Tier 2 Rates shall apply to such planned annual amounts of Firm Requirements Power that Benton PUD elects to purchase to serve its Above-CHWM Load, pursuant to Exhibit C, that remain after applying Benton PUD's New Resources.

9. **ELECTIONS TO PURCHASE POWER PRICED AT TIER 2 RATES**

9.1 **Tier 2 Rate Alternatives**

Subject to the requirements of this section 9 and Exhibit C, and pursuant to the PRDM, Benton PUD shall have the right to purchase Firm Requirements Power at a Tier 2 Long-Term Rate, Tier 2 Short-Term Rate, and Tier 2 Vintage Rate.

9.2 **Above-CHWM Load Service Options and Tier 2 Rate Elections**

BPA shall calculate Benton PUD's Above-CHWM Load in the Above-CHWM Load Process ahead of each Rate Period.

Benton PUD has the option to serve its Above-CHWM Load with: (1) Firm Requirements Power purchased from BPA at a Tier 2 Rate or rates, (2) Dedicated Resources, or (3) a specific combination of both (1) and (2).

Within 60 calendar days after BPA publishes, to its publicly available website, Benton PUD's final CHWMs from the FY 2026 CHWM Calculation Process, Benton PUD shall determine and provide written notice to BPA of its Above-CHWM Load service election, including its election to purchase Firm Requirements Power at Tier 2 Rates, consistent with section 2.1 of Exhibit C.

BPA shall update Exhibit C to state Benton PUD's Tier 2 Rate purchase elections and the amount of its purchase obligation of Firm Requirements Power at Tier 2 Rates.

9.3 Amounts of Tier 2 Flat Across All Hours

Amounts of Firm Requirements Power sold by BPA at Tier 2 Rates and purchased by Benton PUD shall be equal in all hours of the year.

10. TIER 2 REMARKETING AND RESOURCE REMOVAL

Under this section 10, Benton PUD does not have temporary resource removal or remarketing rights for its Dedicated Resources in Exhibit A added pursuant to section 3.5.4 or section 3.5.8 of the Agreement. In addition, under this section 10, Benton PUD does not have temporary resource removal or remarketing rights for any Dedicated Resource amounts or amounts of Firm Requirements Power purchased at Tier 2 Rates that would otherwise be eligible for removal or remarketing due to the addition of resources under section 3.5.4. Any BPA remarketing of Tier 2 Vintage Rate purchase obligation amounts under this section 10 is subject to section 2.5.6 of Exhibit C.

10.1 New Resource Removal and Remarketing of Tier 2 Rate Purchase Obligation Amounts for Each Rate Period

If Benton PUD's Above-CHWM Load as forecasted for each Fiscal Year of an upcoming Rate Period is less than the sum of: (1) Benton PUD's New Resource amounts serving its Above-CHWM Load, as stated in Exhibit A, and (2) Tier 2 Rate purchase obligation amounts, as stated in Exhibit C, then, except as permitted in sections 10.1.3 and 10.1.4 below and in the following order:

- (1) Benton PUD shall temporarily remove its eligible New Resource amounts, and
- (2) BPA shall remarket Benton PUD's Tier 2 Rate purchase obligation amounts.

Any removal of eligible New Resource amounts or remarketing of Tier 2 Rate purchase obligation amounts shall apply until either: (1) the removed New Resource amounts plus the remarketed Tier 2 Rate purchase obligation amounts equal the amount by which Benton PUD's New Resource amounts plus its Tier 2 Rate purchase obligation amounts exceed its Above-CHWM Load, or (2) all of Benton PUD's New Resources are removed and all of its Tier 2 Rate purchase obligation amounts are remarketed.

- 10.1.1 If Benton PUD has more than one New Resource, then by October 31 of each Rate Case Year, Benton PUD shall notify BPA of the order and associated amounts of Benton PUD's New Resources that Benton PUD shall remove for each Fiscal Year in the upcoming Rate Period to the extent necessary to comply with this section 10.1.
- 10.1.2 If Benton PUD fails to notify BPA in accordance with section 10.1.1, then BPA shall determine the order and associated amounts of Benton PUD's New Resource removal for each Fiscal Year in the upcoming Rate Period to comply with section 10.1.
- 10.1.3 If compliance with the requirements of section 10.1 would cause Benton PUD to remove part or all of any New Resource amounts that Benton PUD uses to fulfill a state or federal renewable resource standard or other comparable legal obligation, then by October 31 of each Rate Case Year Benton PUD may request for BPA to remarket the same amount of Tier 2 Rate purchase obligation amounts until all of Benton PUD's Tier 2 Rate purchase obligation amounts are remarketed. Following such remarketing, Benton PUD may either temporarily remove New Resources applied to the Tier 1 Allowance Amount or Existing Resources to the extent necessary to comply with section 10.1, provided that the hourly, monthly, and Diurnal amounts removed shall be equal to the hourly, monthly, and Diurnal amounts provided by the New Resources that Benton PUD would have otherwise been obligated to remove.
- 10.1.4 If: (1) Benton PUD made an election under section 2.1(3) or section 2.1(4) of Exhibit C to serve all or a portion of its Above-CHWM Load using the flexible option, (2) Benton PUD has both New Resource amounts and Tier 2 Vintage Rate purchase obligation amounts for serving such Above-CHWM Load, and (3) compliance with the requirements of section 10.1 would cause Benton PUD to remove part or all of its New Resource amounts, then Benton PUD may request for BPA to first remarket the Tier 2 Vintage Rate purchase obligation amounts until all of Benton PUD's Tier 2 Vintage Rate purchase obligation amounts are remarketed before removing any New Resource amounts.

10.2 Partial Resource Removal

When only a portion of an eligible Dedicated Resource is removed pursuant to section 10.1 above, such resources shall be removed proportionally to maintain the same annual shape for the resource as established in Exhibit A.

10.3 Responsibilities for Remarketing Tier 2 Rate Purchase Obligation Amounts and Disposition of Dedicated Resource

Benton PUD shall be subject to applicable charges or credits, as established in a 7(i) Process, associated with BPA's remarketing of Tier 2 Rate purchase obligation amounts of Firm Requirements Power.

Except as specified in section 10.4 below, Benton PUD shall be responsible for the disposition of any amounts of its Dedicated Resources, whether Specified Resources or Committed Power Purchase Amounts that are removed or reduced pursuant to this Agreement.

10.4 Removal of Resources Taking RSS

If Benton PUD purchases RSS for any New Resources that are partially or entirely removed pursuant to sections 10.1 or 10.2 above, then the following shall apply:

10.4.1 Benton PUD shall continue to supply the entire amount of any such resources consistent with applicable provisions stated in Exhibit J.

10.4.2 BPA shall remarket the amounts of any such resources that are removed pursuant to section 10.1 in the same manner BPA remarkets Tier 2 Rate purchase obligation amounts in section 10.3. BPA shall revise Exhibit A to identify the amounts of any such resources that are removed. BPA shall continue to provide RSS in accordance with applicable provisions in Exhibit J to any amounts of such resources that remain in Exhibit A after resource removal.

11. RIGHT TO CHANGE PURCHASE OBLIGATION

11.1 One-Time Right to Change Purchase Obligation

Under this Agreement Benton PUD shall have a one-time right to request a change in its purchase obligation, identified in section 3, to another purchase obligation available from BPA, including Annual Flat Block, Diurnally Shaped Monthly Block, Flat Monthly Block, Flat Monthly Block with 10 Percent Shaping Capacity, Flat Monthly Block with Peak Net Requirement (PNR) Shaping Capacity, Flat Monthly Block with Peak Net Requirement (PNR) Shaping Capacity with Peak Load Variance Service (PLVS), or Slice/Block, if available.

Unless otherwise agreed by the Parties, any Benton PUD Above-CHWM Load service elections, Dedicated Resource additions, and other elections made under this Agreement prior to the notice made under section 11.2 shall continue to be applicable under the new purchase obligation, provided that BPA may update such terms and conditions consistent with the then-current terms of the new purchase obligation, and additional costs may apply for service under Benton PUD's new purchase obligation as described in section 11.6.

11.2 Notice and Conditions to Change Purchase Obligation and to Join a JOE

Written notices sent under this section 11.2 must comply with section 1 of Exhibit I. The following sections 11.2.2, 11.2.3 and 11.2.4 shall be in accordance with Section 5(b)(7) of the Northwest Power Act.

11.2.1 Notice of Change to Purchase Obligation

No sooner than October 1, 2028, Benton PUD may provide written notice to BPA to request a change to its purchase obligation pursuant to section 11.1 above. Such notice to BPA must be at least three years prior to the start of the Rate Period the purchase obligation change would be effective. Benton PUD's notice shall state: (1) the purchase obligation request, and (2) the Rate Period Benton PUD requests the change to be effective. The latest date that Benton PUD may provide notice to request a change to its purchase obligation is September 30, 2037 for a purchase obligation change effective on October 1, 2040.

11.2.2 Joining a JOE For Service Effective October 1, 2028

If Benton PUD requests to join a JOE for service under the JOE's CHWM Contract effective October 1, 2028, then Benton PUD's written notice to BPA to request to assign its contract to the JOE must be received no later than June 30, 2027, regardless of Benton PUD's and the JOE's purchase obligations. Receiving service under the JOE CHWM Contract will not constitute a change to Benton PUD's purchase obligation under this section 11.

11.2.3 If Customer and JOE Have Same Purchase Obligation

After June 30, 2027, if the BPA-JOE CHWM Contract and Benton PUD have the same purchase obligation when Benton PUD requests to join the JOE, then Benton PUD's written notice to BPA to request to assign its contract to the JOE must be received no later than June 30 of a Forecast Year for power sales under the BPA-JOE CHWM Contract to begin at the start of the following Rate Period.

11.2.4 If Customer and JOE Have Different Purchase Obligations

After June 30, 2027, if the BPA-JOE CHWM Contract and Benton PUD have different purchase obligations, including different Block purchase obligations, when Benton PUD requests to join the JOE, then Benton PUD's written notice to BPA to request to assign its contract to the JOE must be received no later than three years prior to when power sales under the BPA-JOE CHWM Contract will begin at the start of the subsequent Rate Period.

11.3 Limitations Due to Total Monthly Peak Load Increase

After receiving Benton PUD's notice under section 11.2, BPA shall evaluate the impact of Benton PUD's request on BPA's forecast of its total monthly peak load obligation relative to BPA's most recent forecast of its total monthly Qualified Capacity Contribution (QCC) values, or successor capacity requirements as determined by BPA, for the first Fiscal Year the purchase obligation change would become effective. As part of such evaluation BPA will assess the change to monthly QCC made by (1) a change to Benton PUD's purchase obligation, and (2) the peak amounts of Benton PUD's Dedicated Resource(s) as stated in Exhibit A.

If after its evaluation BPA determines that Benton PUD's request to change its purchase obligation would increase BPA's total monthly peak load obligation relative to BPA's change in QCC forecast in any one month, then BPA may:

- (1) approve Benton PUD's request and directly assign any costs as stated in section 11.6 below; or
- (2) approve Benton PUD's request without directly assigning such costs; or
- (3) deny Benton PUD's request to change its purchase obligation.

If BPA receives multiple requests from customers to change their purchase obligations and such changes would be effective at the beginning of the same Rate Period, then BPA shall evaluate the impact of Benton PUD's purchase obligation request together with all requesting customers' to assess the aggregate impact of all such purchase obligation change requests. If BPA determines that such requests would increase BPA's total monthly peak load obligation, in relationship to the change in BPA's QCC forecast in any one month, then in addition to options (1), (2), or (3) above, BPA may:

- (4) approve Benton PUD's request but defer the date on which Benton PUD's new purchase obligation change would become effective to the start of a subsequent Rate Period.

If BPA determines after its evaluation that the purchase obligation change(s) would not increase BPA's total monthly peak load obligation, in relationship to the change in BPA's QCC forecast, then BPA may approve Benton PUD's request to change its purchase obligation.

BPA will not withhold its approval of Benton PUD's request except under reasonable circumstances, including but not limited to securing the transmission and metering sufficient to deliver the applicable product.

BPA shall provide customers with an opportunity to comment on any customer's request to change its purchase obligation.

11.4 Restrictions

If, during the term of this Agreement, all customer purchases of the Slice/Block Product become reduced to zero percent, then BPA will retire the Slice/Block Product as a purchase obligation option under this Agreement. After such retirement, Benton PUD's right to change its purchase obligation will be limited to the Load Following or Block options as outlined in sections 3.1 and 11.1.

11.5 Changes to Block Purchase Obligation

If Benton PUD requests and BPA completes a change from one Block purchase obligation to a different Block purchase obligation as outlined in

section 1 of Exhibit C, then Benton PUD will have exercised their one-time right to change its purchase obligation as stated above in section 11.1.

11.6 Charges to Change Purchase Obligation

In addition to the limitations established in sections 11.1, 11.2 and 11.3 above, (1) Benton PUD shall be responsible for fulfilling all rights, obligations, and liabilities associated with its prior purchase obligation, and (2) Benton PUD may be subject to charges, in addition to the rates for the new service, as a result of changing its purchase obligation. Such additional charges shall recover all additional costs that: (1) will be incurred by BPA to serve Benton PUD under its new purchase obligation compared to its existing purchase obligation, and (2) would otherwise result in a rate impact on all other customers receiving service under a CHWM Contract. If Benton PUD makes a request to change its purchase obligation, then BPA shall notify Benton PUD of any such additional charges. BPA shall not be required to make a payment to Benton PUD as a result of Benton PUD changing its purchase obligation.

11.7 Change Confirmation

Within 30 calendar days of BPA's presentation to Benton PUD of the additional charges determined in section 11.6, and Benton PUD's maximum Slice Percentage calculated pursuant to section 11.9, if applicable, Benton PUD shall provide BPA with written notice whether it will proceed with its request to change its purchase obligation.

11.8 Amendment to Reflect New Purchase Obligation

Following Benton PUD's confirmation of its decision to change its purchase obligation, the Parties shall amend this Agreement to replace the terms of Benton PUD's current purchase obligation with the terms of the new purchase obligation.

11.9 Available Slice Product and Slice Percentage

The total Firm Slice Amount BPA offers to all customers purchasing the Slice/Block Product shall not exceed 25 percent of the sum of CHWMs established in the FY 2026 CHWM Process. If Benton PUD requests to change to the Slice/Block Product, then BPA shall calculate Benton PUD's amount of available Slice Product for changes to the Slice/Block Product as follows:

- (1) BPA shall calculate the total amount of available Slice Product in Average Megawatts for purchase by all customers requesting a change to the Slice/Block Product by subtracting (A) the sum of Slice Customers' CHWMs multiplied by 50 percent, from (B) 25 percent of the sum of initial CHWMs established in the FY 2026 CHWM Process.

Expressed as a formula:

Available Slice Product = (25% (sum of initial FY 2026 CHWMs)) –
(50% (Slice Customers' CHMW))

BPA shall compare the amount of available Slice Product to 50 percent of the sum of initial CHWMs for all customers requesting a change to the Slice/Block Product to determine the maximum Slice Percentage BPA shall offer to Benton PUD.

- (2) If the available Slice Product calculated pursuant to section 11.9(1) above is equal to or exceeds 50 percent of the sum of CHWMs for all customers requesting a change to Slice/Block Product, then BPA shall not limit the request.

BPA shall notify Benton PUD of the available amounts of Slice Product available in accordance with section 11.7. Benton PUD shall provide a change confirmation to BPA pursuant to section 11.7. Benton PUD's Slice Percentage in each Fiscal Year shall be calculated pursuant to section 5.3.

- (3) If the available Slice Product calculated pursuant to section 11.9(1) is less than 50 percent of the sum of CHWMs for all customers requesting a change to the Slice/Block Product, then BPA shall limit the maximum Slice Percentage of those customers requesting a change to Slice/Block Product on a pro rata basis.

BPA shall notify Benton PUD of the amounts of Slice Product and Benton PUD shall provide BPA with a change confirmation pursuant to section 11.7. Benton PUD's Slice Percentage in each Fiscal Year shall be calculated pursuant to section 5.3.

If the amount of available Slice Product increases in the future, then BPA, in its sole discretion, may offer Slice Customers with a maximum Slice Percentage that was reduced under section 11.9(3) to less than 50 percent of its CHWM, a pro rata adjustment to increase the maximum Slice Percentage, not to exceed 50 percent of its CHWM.

If BPA determines it will offer an increase under this section 11.9(3), then BPA shall notify such Slice Customers of a potential increase to available Slice Product within 30 calendar days of BPA's receipt of a customer notice pursuant to section 11.2. BPA shall notify such Slice Customers of an actual increase to available Slice Product within 30 calendar days of BPA's receipt of change confirmation, confirming a customer request to leave the Slice/Block Product, that increases available Slice Product pursuant to section 11.7. BPA will identify the Rate Period in which the maximum Slice Percentage will be effective following BPAs receipt of a change confirmation.

BPA may offer the pro rata increase to such Slice Customers without consideration of the effective date of the respective Slice Customer purchase obligation changes to the Slice/Block Product.

12. BILLING CREDITS AND RESIDENTIAL EXCHANGE

12.1 Billing Credits

If Benton PUD develops a Generating Resource or engages in conservation activities independently undertaken to serve its loads, then Benton PUD agrees that it shall forego any request for, and BPA is not obligated to include, billing credits, as defined in Section 6(h) of the Northwest Power Act, on Benton PUD's bills under this Agreement. This section does not apply to any billing credit contracts in effect as of the Effective Date.

12.2 Residential Exchange

During the term of this Agreement, Benton PUD agrees it will not seek and shall not receive residential exchange benefits pursuant to Section 5(c) of the Northwest Power Act. Benton PUD's agreement in this section 12.2 is a material precondition to BPA offering and executing this Agreement.

13. SCHEDULING

From October 1, 2028, through September 30, 2044, Power Services shall provide and Benton PUD shall purchase Transmission Scheduling Service. The Parties shall administer Benton PUD's Transmission Scheduling Service consistent with Exhibit F.

14. DELIVERY

14.1 Definitions

14.1.1 "Primary Points of Receipt" means the points on the Region's transmission system where Firm Requirements Power is forecasted to be made available by Power Services to Benton PUD for purposes of obtaining a long-term firm transmission contract.

14.1.2 "Scheduling Points of Receipt" means the points on the Region's transmission system where Firm Requirements Power is made available by Power Services to Benton PUD for purposes of acquiring transmission service and transmission scheduling.

14.2 Transmission Service

14.2.1 Benton PUD is responsible for acquiring transmission service to deliver power from the Scheduling Points of Receipt, subject to the provisions included in section 14.6.

14.2.2 Benton PUD shall provide at least 180 days' notice to Power Services prior to changing Balancing Authority Areas.

14.2.3 At Benton PUD's request, Power Services shall provide Benton PUD with Primary Points of Receipt and other information needed to enable Benton PUD to acquire long-term firm transmission for delivery of power sold under this Agreement. If required by a

transmission provider for purposes of transmission scheduling, then Power Services shall provide Benton PUD with Scheduling Points of Receipt. Power Services has the right to provide power to Benton PUD at Scheduling Points of Receipt that are different than the Primary Points of Receipt. If BPA does provide power to Benton PUD at Scheduling Points of Receipt that are different than the Primary Points of Receipt, then BPA shall reimburse Benton PUD for any incremental, direct, non-administrative costs incurred by Benton PUD to comply with delivering Firm Requirements Power from such Scheduling Points of Receipt to Benton PUD's load if the following conditions, as outlined in (1) or (2) below, have been met:

- (1) If Benton PUD has long-term Point to Point (PTP) Transmission Service (as defined in BPA's Open Access Transmission Tariff or its successor) for delivery of Firm Requirements Power to its load:
 - (A) Benton PUD has requested long-term firm transmission service to deliver its Firm Requirements Power using the Primary Points of Receipt and other information provided by Power Services; and
 - (B) Benton PUD has submitted a request to redirect its long-term firm PTP Transmission Service to deliver Firm Requirements Power and Surplus Firm Power from the Scheduling Point of Receipt on a firm basis, but that request was not granted; and
 - (C) Benton PUD's transmission schedule was curtailed due to non-firm status under PTP Transmission Service or Benton PUD can provide proof of the reimbursable costs incurred to replace the curtailed schedule.
- (2) If Benton PUD has long-term Network Integration Transmission Service (as defined in BPA's Open Access Transmission Tariff or its successor) for delivery of Firm Requirements Power to its load:
 - (A) Benton PUD has requested long-term firm transmission service to deliver its Firm Requirements Power using the Primary Points of Receipt and other information provided by Power Services; and
 - (B) Benton PUD's transmission schedule was curtailed due to non-firm status under its secondary service status and Benton PUD can provide proof of the reimbursable costs incurred to replace the curtailed schedule.

14.3 Liability for Delivery

Benton PUD waives any claims against BPA arising under this Agreement for non-delivery of power to any points beyond the applicable Scheduling Points of Receipt, except for reimbursement of costs as described in section 14.2.3. BPA shall not be liable under this Agreement for any third-party claims related to the delivery of power after it leaves the Scheduling Points of Receipt. Neither Party shall be liable under this Agreement to the other Party for damage that results from any sudden, unexpected, changed, or abnormal electrical condition occurring in or on any electric system, regardless of ownership. These limitations on liability apply regardless of whether or not this Agreement provides for Transfer Service.

14.4 Real Power Losses

BPA is responsible for the real power losses necessary to deliver Firm Requirements Power and Surplus Firm Power to Benton PUD's PODs listed in Exhibit E.

14.5 Metering Losses

BPA shall adjust measured amounts of power to account for metering losses, if any, that occur between Benton PUD's PODs and the respective POMs, as specified in Exhibit E.

14.6 Delivery by Transfer

Subject to the limitations in this section, BPA agrees to acquire and pay for Transfer Service assessed by the Third-Party Transmission Provider to deliver Firm Requirements Power and Surplus Firm Power to Benton PUD's Transfer Service PODs, as listed in Exhibit E, in an amount not to exceed Benton PUD's Total Retail Load on an hourly basis.

BPA and Benton PUD will coordinate: (1) to ensure that Benton PUD's relevant characteristics and plans are communicated to the Third-Party Transmission Provider, (2) to confirm that Benton PUD is aware of relevant details of the Transfer Service it acquires to serve Benton PUD's load, and (3) to resolve any issues Benton PUD may have related to the Transfer Service BPA acquires to serve the load.

BPA shall pass through to Benton PUD the cost of Transfer Service assessed by the Third-Party Transmission Provider for power sold at the NR Rate, including ancillary services and real power losses, in accordance with any applicable BPA Power Rate Schedules and GRSPs.

14.6.1 Ancillary Services

BPA shall acquire and pay for ancillary services charged by a Third-Party Transmission Provider needed to deliver Firm Requirements Power and Surplus Firm Power to Benton PUD's Transfer Service PODs listed in Exhibit E.

If at any time Benton PUD is not purchasing a specific ancillary service from Transmission Services to deliver Firm Requirements

Power and Surplus Firm Power to one or more of the PODs listed in Exhibit E, then Benton PUD shall pay Power Services any applicable charge(s) for such ancillary service to deliver power to the POD(s) in accordance with the applicable BPA Power Rate Schedules and GRSPs.

14.6.2 Low Voltage Delivery

Low voltage delivery is transmission service over the Low Voltage Segment by any Third-Party Transmission Provider's system. For low voltage delivery to identified PODs in Exhibit E, Benton PUD shall pay Power Services the applicable Transfer Service Delivery Charge rate, or its successor, consistent with the applicable BPA Power Rate Schedules and GRSPs. BPA shall pass through to Benton PUD any costs associated with delivery to identified PODs in Exhibit E over a Low Voltage Segment that is not subject to the Transfer Service Delivery Charge.

14.6.3 Direct Assignment Costs

Benton PUD shall pay BPA for all directly assigned costs consistent with: (1) Transmission Services' "BPA Facility Ownership and Cost Assignment Guidelines" or its successor, and (2) the "Supplemental Guidelines for Direct Assignment of Facilities Costs Incurred Under Transfer Agreements" under the applicable BPA Power Rate Schedules and GRSPs. Such costs include but are not limited to: facility, system and generation interconnection study costs, construction costs, upgrade costs, and expansion costs, or other capital costs for facilities directly associated with service to any Benton PUD PODs assessed by the Third-Party Transmission Provider to BPA. BPA shall pass through to Benton PUD any credits received by BPA from the Third-Party Transmission Provider from the payment of such directly assigned costs.

14.6.4 Penalties Assessed By the Third-Party Transmission Provider

BPA has the right to pass through to Benton PUD any penalty charges assessed by the Third-Party Transmission Provider that are associated with BPA's acquisition of Transfer Service to the PODs identified in Exhibit E, except to the extent the penalty is a result of a BPA error. Such charges may include but are not limited to power factor penalties or excessive energy imbalance penalties.

14.6.5 Removal of PODs

BPA may terminate deliveries at a POD if Benton PUD consents to the termination or if the Parties determine that Benton PUD's requirements for power at such point may be adequately supplied under reasonable conditions and circumstances at different POD(s): (1) directly from the Federal Columbia River Transmission System, (2) indirectly from the facilities of another transmission owner/operator, or (3) both.

14.6.6 **Annexed Loads**

BPA shall arrange and pay for Transfer Service to serve Benton PUD's Annexed Load subject to the limitations in this section 14.6 and Exhibit G. Benton PUD shall provide BPA written notice of any Annexed Load acquired greater than one Average Megawatt as soon as possible, but no later than 180 days prior to the commencement of service to the Annexed Load. However, BPA's obligation to provide Transfer Service to Benton PUD's Annexed Load shall be limited as set forth in section 6.2.7 of BPA's Provider of Choice Policy, March 2024, as amended or revised.

14.6.7 **Non-Federal Deliveries**

Subject to the limitations in this section 14.6 and Exhibit G, BPA agrees to acquire and pay the Third-Party Transmission Provider for Transfer Service to deliver Transfer Service Eligible Resources to Benton PUD's Transfer Service PODs, as listed in Exhibit E, in an amount not to exceed Benton PUD's Total Retail Load on an hourly basis.

If Benton PUD has or is acquiring a Transfer Service Eligible Resource and Benton PUD has requested that BPA assist in the acquisition of transmission services for such resource, then the Parties shall revise section 7 of Exhibit J to include specific terms and conditions under which BPA will obtain Transfer Service on a Third-Party Transmission Provider's system for delivery of that resource to Benton PUD's system.

14.6.7.1 BPA shall pass through to Benton PUD the cost of Transfer Service assessed by the Third-Party Transmission Provider for: (1) any service to a Planned NLSL or an NLSL pursuant to section 1 of Exhibit D where Benton PUD has elected to serve the NLSL with a Transfer Service Eligible Resource, regardless of the Delivery Plan for such resource, (2) any Transfer Service Eligible Resource serving a portion of Benton PUD's Total Retail Load that Benton PUD is obligated to serve with BPA-provided electric power pursuant to this Agreement, or (3) any Transfer Service Eligible Resource that Benton PUD is not acquiring and paying for transmission service from Transmission Services for such Transfer Service Eligible Resource.

14.6.7.2 Benton PUD shall notify BPA if it intends to acquire any new non-federal resources serving Benton PUD's Transfer Service PODs with a nameplate capability under 1 MW. If BPA notifies Benton PUD that the new non-federal resource is subject to requirements from the Third-Party Transmission Provider, then such resource shall be treated as a Transfer Service Eligible Resource and subject to the requirements in this section 14.6.7 and Exhibit G. BPA

may require metering and scheduling for any such non-federal resources consistent with the metering and scheduling requirements for Dedicated Resources.

14.6.8 Unavailability of Transmission Service

14.6.8.1 BPA shall acquire and pay for Benton PUD's firm Transfer Service when firm transmission is available. If a Third-Party Transmission Provider: (1) has indicated that long-term firm transmission service necessary to deliver power to any portion of Benton PUD's load served by Transfer Service is unavailable and (2) identifies upgrades that are necessary to deliver power to Benton PUD on firm transmission to such load on a long-term basis, then BPA shall attempt to acquire non-firm transmission, or other mutually agreed to interim solution, from the Third-Party Transmission Provider to serve Benton PUD's load on an interim basis until the identified upgrades are completed and firm transmission is available.

(1) If a Third-Party Transmission Provider has indicated that neither firm nor non-firm transmission service necessary to deliver power to any portion of Benton PUD's load served by Transfer Service is available, then (A) BPA shall have no obligation to deliver power under this Agreement to serve such load until that Third-Party Transmission Provider is able to provide transmission service and (B) Benton PUD shall not continue forward to serve the load in excess of available transmission service from that Third-Party Transmission Provider.

(2) If a Third-Party Transmission Provider identifies upgrades necessary to deliver power on firm transmission to any portion of Benton PUD's load served by Transfer Service on a long-term basis and Benton PUD declines to pay any costs or deposits that the Third-Party Transmission Provider requires to proceed with the upgrades consistent with section 14.6.3, then (A) BPA shall have no obligation to deliver power under this Agreement to serve such load, and (B) Benton PUD shall not continue forward to serve the load in excess of available transmission service from that Third-Party Transmission Provider.

(3) Notwithstanding the above, if a Third-Party Transmission Provider has determined transmission service is unavailable and Benton PUD continues forward to serve the load in excess of the available

transmission service, then BPA shall pass through to Benton PUD any charges related to transmission service to Benton PUD's load that the Third-Party Transmission Provider has indicated is unavailable.

14.6.8.2 Prior to any deliveries to any portion of Benton PUD's load served by Transfer Service using non-firm transmission or other mutually agreed to interim solution, pursuant to this section 14.6.8, BPA will inform Benton PUD of the terms of service associated with such non-firm transmission arrangements, or other mutually agreed to interim solution, and the Parties shall include such terms in Exhibit D.

14.6.8.3 BPA shall not be liable for any damages incurred by Benton PUD associated with the Third-Party Transmission Provider's inability to provide firm or non-firm transmission, BPA's inability to acquire transmission service, curtailment of non-firm transmission service, or unserved load.

14.6.9 Changes to Benton PUD's Third-Party Transmission Provider Transmission Needs

As soon as possible, Benton PUD shall notify and coordinate with BPA for any significant anticipated changes that would require Benton PUD to need additional transmission from a Third-Party Transmission Provider. In the event that multiple customers require and request capacity on any portion of the Third-Party Transmission Provider system, BPA shall address requests, including those in section 14.6.8, on a first come first served basis.

If Benton PUD fails to notify and coordinate with BPA for any transmission needs greater than one megawatt, then for up to five years, BPA, in its sole discretion, may pass through any Third-Party Transmission Provider costs, including the cost of Transfer Service, related to the transmission needs that Benton PUD failed to communicate.

14.6.10 If, during the term of this Agreement, Benton PUD becomes entirely directly-connected to BPA's transmission system and is served entirely without Transfer Service, then upon notification from BPA, this Agreement shall be amended to remove Transfer Service-related provisions, including the provisions of this section 14.6 and Exhibit G.

14.7 Delivery of Non-Federal Resources Over Multiple Transmission Systems

14.7.1 Notice of Transmission System Delivery Plan

If Benton PUD is applying a Transfer Service Eligible Resource and the load is located on multiple transmission systems, then by September 1, 2027, Benton PUD shall provide written notice to BPA of its Transmission System Delivery Plan(s) for service beginning October 1, 2028.

Beginning September 1, 2028, and by September 1 every year thereafter, Benton PUD shall provide written notice to BPA of: (1) its Transmission System Delivery Plan for any new Transfer Service Eligible Resource(s) or (2) any changes to its Transmission System Delivery Plan for its current Transfer Service Eligible Resource(s). Such updated Transmission System Delivery Plans shall be for service to load beginning October 1 of the following calendar year.

Benton PUD's Transmission System Delivery Plan(s) under this section 14.7 shall adhere to the following requirements:

- (1) the maximum potential output of all Benton PUD's Transfer Service Eligible Resources on a transmission system shall not exceed BPA's forecast of Benton PUD's minimum load on that transmission system in any given hour.
- (2) Benton PUD's Dedicated Resources for a specific load, such as an NLSL or On-Site Consumer Load, shall be delivered over the transmission system where the load is located.

If Benton PUD's updated Transmission System Delivery Plan(s) is not acceptable to BPA, then BPA shall provide notice to Benton PUD and the Parties shall attempt to negotiate a revised Transmission System Delivery Plan(s). If the Parties cannot agree upon an acceptable Transmission System Delivery Plan(s), then the resource cannot be used to serve Benton PUD's load.

14.7.2 Delivery of Non-Federal Resources According to Delivery Plan

By March 31, 2028 BPA shall update Exhibit A with Benton PUD's accepted Transmission System Delivery Plan for each Transfer Service Eligible Resource. By March 31 every year thereafter, if Benton PUD notifies BPA of any changes to Benton PUD's Transmission System Delivery Plan(s) according to section 14.7.1 above, then BPA shall update Exhibit A with Benton PUD's accepted new Transmission System Delivery Plan(s).

Benton PUD shall apply its Transfer Service Eligible Resource to serve its load consistent with the Transmission System Delivery Plans. Benton PUD shall be subject to charges associated with

Delivery Plan, if any, in accordance with the applicable BPA Power Rate Schedules and GRSPs established during the 7(i) Process.

15. METERING

15.1 Measurement

By September 30, 2027, the Parties shall ensure that meters are installed on all PODs listed in Exhibit E, consistent with the requirements of this section 15. Unless otherwise stated in Exhibit E, the amount of power measured by such meters shall be used by BPA for billing purposes. If the Parties agree that metering is economically or technologically impractical, then:

- (1) the Parties shall use scheduled amounts to measure the amount of power purchased if such power is scheduled into or out of Benton PUD's service territory; or
- (2) the Parties shall use mutually acceptable load profiles to measure the amount of power purchased if such power is not scheduled; or
- (3) the Parties shall use meter data provided by Benton PUD to BPA in a mutually agreed manner to measure the amount of power purchased.

If the metering equipment associated with the meters listed in Exhibit E fails to properly measure or record the interval readings, then BPA shall follow the Metering Usage Data Estimation Provision of BPA's applicable Power Rate Schedules and GRSPs to determine the appropriate billing adjustment.

The rights to locate meters and access facilities granted to BPA pursuant to this section 15 are subject to the terms of any applicable agreement between Benton PUD and Transmission Services addressing the location, cost responsibility, access, maintenance, testing, and liability of the Parties with respect to meters.

15.2 BPA Owned Meters

At BPA's expense, BPA shall operate, maintain, and replace, as necessary, all metering equipment owned by BPA that is needed to plan, schedule, and bill for Benton PUD's power needs under this Agreement consistent with Benton PUD's Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements Benton PUD has with BPA. Benton PUD authorizes BPA to maintain and replace any BPA owned metering equipment on Benton PUD's facilities that is reasonably necessary to forecast, plan, schedule, and bill for power. With reasonable notice from BPA, and for the purpose of implementing this provision, Benton PUD shall grant BPA reasonable physical access to BPA owned meters at BPA's request, consistent with Benton PUD's Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements Benton PUD has with BPA.

If, at any time, either Party determines that a BPA owned meter is defective or inaccurate, then BPA shall adjust, repair, or replace the meter to provide accurate metering as soon as practical consistent with Benton PUD's Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements Benton PUD has with BPA. Benton PUD shall have the right to witness any meter tests conducted by BPA on BPA owned meters listed in Exhibit E. The exercise of such right shall be conducted consistent with the applicable requirements, if any, of Benton PUD's Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements Benton PUD has with BPA.

15.3 Non-BPA Owned Meters

15.3.1 Non-BPA Owned Meters Owned by Benton PUD

At Benton PUD's expense, Benton PUD shall operate, maintain, and replace, as necessary, all non-BPA metering equipment owned by Benton PUD that is needed by BPA to forecast, plan, schedule, and bill for power for:

- (1) points of interconnection between Benton PUD's system and parties other than BPA;
- (2) all loads that require separate measurement for purposes of forecasting, planning, scheduling, or billing for power; and
- (3) Generating Resources and Energy Storage Devices listed in Exhibit A and Exhibit J, respectively that are interconnected to Benton PUD's system.

For the purpose of inspection, Benton PUD shall grant BPA reasonable physical access to Benton PUD meters at BPA's request, consistent with Benton PUD's Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements Benton PUD has with BPA.

If, at any time, BPA or Benton PUD determines that a Benton PUD owned meter listed in Exhibit E is defective or inaccurate, then Benton PUD shall adjust, repair, or replace the meter, or shall make commercially reasonable efforts to arrange for the completion of such actions, to provide accurate metering as soon as practical. BPA shall have the right to witness any meter tests conducted by Benton PUD on Benton PUD owned meters listed in Exhibit E. The exercise of such right shall be conducted consistent with the applicable requirements, if any, of Benton PUD's Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements Benton PUD has with BPA.

15.3.2 Non-BPA Owned Meters Not Owned by Benton PUD

For non-BPA owned meters not owned by Benton PUD, and excluding such in section 15.3.3.below, needed by BPA to forecast, plan, schedule and bill for power under this Agreement, Benton PUD shall make commercially reasonable efforts to arrange with the owner(s) of such meters for the meters to be operated, maintained and replaced, as necessary, for the measurements described above in sections 15.3.1(1) and 15.3.1(2) and for any Generating Resources listed in Exhibit A and Energy Storage Devices listed in Exhibit J that require metering.

If, at any time, it is determined that a non-BPA owned meter not owned by Benton PUD listed in Exhibit E is defective or inaccurate, then Benton PUD shall make commercially reasonable efforts to arrange with the owner of the meter to adjust, repair, or replace the meter, to provide accurate metering as soon as practical. To the extent possible, BPA may witness any meter tests on non-BPA owned meters not owned by Benton PUD listed in Exhibit E, consistent with Benton PUD's Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements Benton PUD has with BPA as well as any applicable agreements Benton PUD may have with the owner of the meter.

15.3.3 Non-BPA Owned Meters Owned by a Third-Party Transmission Provider

For non-BPA owned meters owned by a Third-Party Transmission Provider for which BPA holds a transmission contract for service to Benton PUD load, the metering arrangements shall be between BPA and the Third-Party Transmission Provider.

15.4 New Meters

A separate agreement addressing the location, cost responsibility, access, maintenance, testing, and liability of the Parties with respect to new meters shall be between Benton PUD and Transmission Services.

All new and replaced meters installed by either Party shall meet the American National Standard Institute standards and the Requirements for Instrument Transformers, or their replacement as specified in BPA's applicable metering procedures and requirements posted to BPA's publicly accessible metering services website as of the date of installation.

15.5 Metering an NLSL

In addition to the provisions contained in this section 15, any loads that are monitored by BPA for an NLSL determination and any NLSLs shall be metered pursuant to section 20.3.3.

15.6 Metering Exhibit

The Parties shall provide meter data to one another as specified in section 17.3. BPA shall list Benton PUD's PODs, POMs, Interchange Points, as applicable, and related information in Exhibit E.

16. BILLING AND PAYMENT

16.1 Billing

BPA shall electronically bill Benton PUD monthly for all products and services, including any charges and credits incurred, provided during the preceding month(s). However, if electronic transmittal of the bill is not possible, then BPA shall mail a physical copy of the bill to Benton PUD. BPA may send Benton PUD an estimated bill prior to a final bill and may send subsequent revisions if needed. The Issue Date is the date BPA sends the bill to Benton PUD.

16.2 Payment

Benton PUD shall pay all bills electronically in accordance with instructions on the bill. Payment of all bills, whether estimated or final, must be received by the 20th day after the Issue Date of the bill (Due Date). If the 20th day is a Saturday, Sunday, or federal holiday, then the Due Date is the next Business Day.

If Benton PUD has made payment on an estimated bill then:

- (1) if the amount of the final bill exceeds the amount of the estimated bill, then Benton PUD shall pay BPA the difference between the estimated bill and final bill by the final bill's Due Date; or
- (2) if the amount of the final bill is less than the amount of the estimated bill, then BPA shall pay Benton PUD the difference between the estimated bill and final bill by the 20th day after the final bill's Issue Date. If the 20th day is a Saturday, Sunday, or federal holiday, BPA shall pay the difference by the next Business Day.

16.3 Late Payments

If Benton PUD has not paid its bill in full by the Due Date, BPA shall apply a daily interest charge to any unpaid balance equal to the higher of:

- (1) the Prime Rate (as reported in the Wall Street Journal or successor publication in the first issue published during the month in which payment was due) plus four percent, divided by 365; or
- (2) the Prime Rate times 1.5, divided by 365.

16.4 Failure to Pay

If Benton PUD has not paid its bill in full by the Due Date, then BPA shall notify Benton PUD of nonpayment. Benton PUD shall have 45 calendar days after receipt of the written notice to cure its nonpayment by making payment in full. If Benton PUD does not provide full payment within the 45-day cure period, then BPA shall send an additional written notice of nonpayment to Benton PUD. Benton PUD shall then have three Business Days after receipt of the additional written notice to provide payment. If Benton PUD has not

provided payment within three Business Days after receipt of the additional written notice and BPA determines in its sole discretion that Benton PUD is unable to make the payments owed, then BPA may terminate this Agreement pursuant to section 23. Written notices sent under this section 16.4 must comply with section 1 of Exhibit I.

16.5 Disputed Bills

16.5.1 If Benton PUD disputes any portion of a charge or credit on Benton PUD's estimated or final bills, Benton PUD shall provide written notice to BPA with a copy of the bill noting the disputed amounts. Notwithstanding whether any portion of the bill is in dispute, Benton PUD shall pay the entire bill by the Due Date. This section 16.5.1 does not allow Benton PUD to challenge the validity of any BPA rate.

16.5.2 Unpaid amounts on a bill (including both disputed and undisputed amounts) are subject to the late payment charges provided above. Notice of a disputed charge on a bill does not constitute BPA's agreement that a valid claim under contract law has been stated.

16.5.3 If the Parties agree, or if after a final determination of a dispute pursuant to section 19, Benton PUD is entitled to a refund of any portion of the disputed amount, then BPA shall make such refund with simple interest computed from the date of receipt of the disputed payment to the date the refund is made. The daily interest rate shall equal the Prime Rate (as reported in the Wall Street Journal or successor publication in the first issue published during the month in which payment was due) divided by 365.

17. INFORMATION EXCHANGE AND CONFIDENTIALITY

17.1 General Requirements

Upon request, each Party shall provide the other Party any information that is necessary to administer this Agreement and to forecast Benton PUD's Total Retail Load, forecast BPA system load, comply with North American Electric Reliability Corporation (NERC) reliability standards, prepare bills, resolve billing disputes, administer Transfer Service, forecast and monitor large loads and NLSLs, and otherwise implement this Agreement. For example, this obligation includes, but is not limited to: (1) load and resource data relating to large loads and NLSLs; (2) transmission and power scheduling information; (3) load and resource metering information (such as customer system one-line and metering diagrams, loss factors, historical hourly load and resource data, etc.); and, (4) Energy Storage Device data.

In addition, Benton PUD shall provide information BPA requests about Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load for purposes of meeting: (1) BPA's statutory obligations under Section 7(b) of the Northwest Power Act and (2) regional resource adequacy programs and market participation.

The Parties shall make best efforts to provide information requested under this section 17.1 within the reasonable time frames specified in the requests. If Benton PUD fails to provide BPA with information Benton PUD is required to provide pursuant to this Agreement and the absence of such information makes it impossible for BPA to perform a calculation, make a determination, or take an action required under this Agreement, then BPA may suspend its obligation to perform such calculation, make such determination, or take such action until Benton PUD has provided such information to BPA.

17.2 Reports

17.2.1 Within 30 calendar days after final approval of Benton PUD's annual financial report and statements by Benton PUD's authorized officer, Benton PUD shall either e-mail them to BPA at kslf@bpa.gov or, if any of the information is publicly available, then Benton PUD shall notify BPA of its availability.

17.2.2 Within 30 calendar days after its submittal to the Energy Information Administration (EIA), or its successor, Benton PUD shall e-mail a copy of its Annual Form EIA-861 Reports to BPA at kslf@bpa.gov. If Benton PUD is not required to submit such reports to the EIA, then this requirement does not apply.

17.2.3 By November 30, 2028, and by November 30 each year thereafter, Benton PUD shall provide to the Pacific Northwest Utilities Conference Committee (PNUCC), or its successor, forecasted loads, Energy Storage Devices, and resources data to facilitate a region-wide assessment of loads and resources in a format, length of time, and level of detail specified in PNUCC's Northwest Regional Forecast Data Request.

After consultation with the Northwest Power and Conservation Council's (Council) Resource Adequacy Advisory Committee, or a successor, BPA may require Benton PUD to submit additional data to Council that BPA determines is necessary for the Council to perform a regional resource adequacy assessment.

The requirements of this section 17.2.3 are waived if Benton PUD: (1) purchases all the power to serve its Total Retail Load from BPA and (2) uses no Energy Storage Device(s) to serve its Total Retail Load.

Notwithstanding the above, in no event shall Benton PUD be obligated under this section 17.2.3 to provide PNUCC or the Council an unaggregated load forecast or other unaggregated data that is specific to an individual end-use consumer or potential end-use consumer of Benton PUD, including no obligation to provide the identities of such end-use consumers.

Benton PUD may require PNUCC or Council to execute a commercially reasonable non-disclosure agreement consistent with the terms of section 17.6 before providing such entities the data and information required pursuant to this section 17.2.3, as applicable.

- 17.2.4 If Benton PUD is required by applicable law, their transmission provider, or directive (i.e. utility board resolution) to prepare and publish long-term integrated resource plans or resource forecasts, then Power Services may request and Benton PUD shall provide Power Services with updated copies of such.

17.3 Meter Data

- 17.3.1 In accordance with section 15 and Exhibit E, the Parties shall notify each other of any changes to PODs, POMs, Interchange Points and related information for which each Party is responsible. Benton PUD shall ensure BPA has access to all data from load, Energy Storage Device, and resource meters that BPA determines are necessary to administer this Agreement including to forecast, plan, schedule, and bill under this Agreement. Access to these data shall be on a schedule agreed to by the Parties. Meter data include, but are not limited to: Benton PUD's actual amounts of energy used, expended, or stored for loads, resources, and Energy Storage Devices, and the physical attributes of Benton PUD's meters.

BPA shall provide Benton PUD access to and Benton PUD may view meter data from the meters listed in Exhibit E with an active Customer Portal agreement, or its successor.

- 17.3.2 Benton PUD consents to allow Power Services to receive the following information from Transmission Services and BPA's metering function: (1) Benton PUD's meter data, as specified in section 17.3.1, section 15, and Exhibit E, and (2) notification of outages or load shifts.

- 17.3.3 When the following events are planned to occur on Benton PUD's system that will affect the load measured by the meters listed in Exhibit E:

- (1) installation of a new meter,
- (2) changes or updates to an existing meter not owned by BPA,
- (3) any planned line or planned meter outages, and
- (4) any planned load shifts from one POD to another,

then Benton PUD shall provide BPA with advance notice by e-mailing BPA at mdm@bpa.gov and the contacts shown in section 1 of Exhibit I.

Benton PUD shall follow all applicable metering procedures and requirements posted to BPA's publicly accessible metering services website. Such requirements include, but are not limited to, specifying the number of required advanced days' notice for the events listed above.

This section 17.3.3 is not intended to apply to retail meters not listed in Exhibit E.

17.3.4 If an unplanned load shift or outage occurs, materially affecting the load measured by the meters listed in Exhibit E, then Benton PUD shall e-mail BPA at: (1) mdm@bpa.gov, and (2) the contacts shown in section 1 of Exhibit I within 72 hours after the event.

17.4 Data for Determining CHWM

Upon request, Benton PUD shall provide to BPA any load and resource information that BPA determines is reasonably necessary to calculate Benton PUD's CHWM. This may include historical load data not otherwise available to BPA and other data necessary to allow BPA to adjust for weather normalization.

17.5 Total Retail Load Forecast

By December 31, 2026, and by each December 31 of each Forecast Year, the Parties shall work together to determine and establish a forecast of Benton PUD's monthly energy and Benton PUD's system coincidental peak of Benton PUD's Total Retail Load for the upcoming ten Fiscal Years.

17.6 Transparency of Net Requirements Process

By July 31, 2028, and by July 31 of each Rate Case Year thereafter, BPA shall make the following information publicly available to Benton PUD and all other BPA regional utility customers with a CHWM:

- (1) Benton PUD's measured Total Retail Load data for the previous two Fiscal Years in monthly energy amounts and monthly customer-system peak amounts, and
- (2) Benton PUD's Dedicated Resources for the previous two Fiscal Years in monthly energy and peak amounts as listed in section 5 of Exhibit A.

Benton PUD waives all claims of confidentiality regarding the data described above.

17.7 Confidentiality

Before Benton PUD provides information to BPA that is confidential, or is otherwise subject to a privilege or nondisclosure, Benton PUD shall clearly designate such information as confidential. BPA shall notify Benton PUD as soon as practicable of any request received under the Freedom of Information

Act (FOIA), or under any other federal law or court or administrative order, for any confidential information. BPA shall release such confidential information consistent with FOIA or if required by any other federal law or court or administrative order. BPA shall limit the use and dissemination of confidential information within BPA to employees who need it for purposes of administering this Agreement.

17.8 Resources Not Used to Serve Total Retail Load

Benton PUD shall list in section 6 of Exhibit A all Generating Resources Benton PUD owns that are: (1) not Specified Resources listed in section 2 of Exhibit A, and (2) greater than 1,000 megawatt of nameplate capability. At BPA's request, Benton PUD shall provide BPA with additional data if needed to verify the information listed in section 6 of Exhibit A.

18. UNCONTROLLABLE FORCES

18.1 A Party shall not be in breach of an obligation under this Agreement to the extent its failure to fulfill the obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control, and without the fault or negligence, of the Party claiming the Uncontrollable Force, that prevents that Party from performing its obligations under this Agreement and which that Party could not have avoided by the exercise of reasonable care, diligence and foresight. Uncontrollable Forces include each event listed below, to the extent it satisfies the foregoing criteria, but are not limited to these listed events:

- (1) any curtailment or interruption of firm transmission service on BPA's or a Third-Party Transmission Provider's System that prevents delivery of Firm Requirements Power sold under this Agreement to Benton PUD;
- (2) any failure of Benton PUD's distribution or transmission facilities that prevents Benton PUD from delivering power to end-users;
- (3) strikes, work stoppage, or terrorist acts;
- (4) floods, earthquakes, other natural disasters, epidemics, or pandemics; and
- (5) final orders or injunctions issued by a court or regulatory body having subject matter jurisdiction which the Party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court having subject matter jurisdiction.

18.2 Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of either Party shall not constitute an Uncontrollable

Force. Nothing contained in this provision shall be construed to require either Party to settle any strike or labor dispute in which it may be involved.

18.3 If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall:

- (1) promptly notify the other Party of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable;
- (2) use commercially reasonable efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable;
- (3) keep the other Party apprised of such efforts on an ongoing basis; and
- (4) provide written notice of the resumption of performance.

Written notices sent under this section must comply with section 1 of Exhibit I.

18.4 The Parties shall keep each other apprised of the status of any Uncontrollable Force once invoked.

19. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be interpreted consistent with and governed by federal law. Benton PUD and BPA shall identify issue(s) in dispute arising out of this Agreement and make a good faith effort to negotiate a resolution of such disputes before either may initiate litigation or arbitration. Such good faith effort shall include discussions or negotiations between the Parties' executives or managers. Pending resolution of a contract dispute or contract issue between the Parties or through formal dispute resolution of a contract dispute arising out of this Agreement, the Parties shall continue performance under this Agreement unless to do so would be impossible or impracticable. Unless the Parties engage in binding arbitration as provided for in this section 19, the Parties reserve their rights to individually seek judicial resolution of any dispute arising under this Agreement.

19.1 Judicial Resolution

Final actions subject to Section 9(e) of the Northwest Power Act are not subject to arbitration under this Agreement and shall remain within the exclusive jurisdiction of the United States Court of Appeals for the Ninth Circuit. Such final actions include, but are not limited to, the establishment and the implementation of rates and rate methodologies. Any dispute regarding any rights or obligations of Benton PUD or BPA under any rate or rate methodology, or BPA policy, including the implementation of such policy, shall not be subject to arbitration under this Agreement. For purposes of this section 19, BPA policy means any written document adopted by BPA as a final action in a decision record or record of decision that establishes a policy

of general application or makes a determination under an applicable statute or regulation. If BPA determines that a dispute is excluded from nonbinding arbitration under this section 19, then Benton PUD may apply to the federal court having jurisdiction for an order determining whether such dispute is subject to nonbinding arbitration under this section 19.

19.2 Arbitration

Any contract dispute or contract issue between the Parties arising out of this Agreement, which is not excluded by section 19.1 above, shall be subject to arbitration, as set forth below.

Benton PUD may request that BPA engage in binding arbitration to resolve any dispute. If Benton PUD requests such binding arbitration and BPA determines in its sole discretion that binding arbitration of the dispute is appropriate under BPA's Binding Arbitration Policy or its successor, then BPA shall engage in such binding arbitration, provided that the remaining requirements of this section 19.2 and sections 19.3 and 19.4 are met. BPA may request that Benton PUD engage in binding arbitration to resolve any dispute. In response to BPA's request, Benton PUD may agree to binding arbitration of such dispute, provided that the remaining requirements of this section 19.2 and sections 19.3 and 19.4 are met. Before initiating binding arbitration, the Parties shall draft and sign an agreement to engage in binding arbitration, which shall set forth the precise issue in dispute, the amount in controversy and the maximum monetary award allowed, pursuant to BPA's Binding Arbitration Policy or its successor.

Nonbinding arbitration shall be used to resolve any dispute arising out of this contract that is not excluded by section 19.1 above and is not resolved via binding arbitration, unless Benton PUD notifies BPA that it does not wish to proceed with nonbinding arbitration.

19.3 Arbitration Procedure

Any arbitration shall take place in Portland, Oregon, unless the Parties agree otherwise. The Parties agree that a fundamental purpose for arbitration is the expedient resolution of disputes; therefore, the Parties shall make best efforts to resolve an arbitrable dispute within one year of initiating arbitration. The rules for arbitration shall be agreed to by the Parties.

19.4 Arbitration Remedies

The payment of monies shall be the exclusive remedy available in any arbitration proceeding pursuant to this section 19. This shall not be interpreted to preclude the Parties from agreeing to limit the object of arbitration to the determination of facts. Under no circumstances shall specific performance be an available remedy against BPA.

19.5 Finality

19.5.1 In binding arbitration, the arbitration award shall be final and binding on the Parties, except that either Party may seek judicial

review based upon any of the grounds referred to in the Federal Arbitration Act, 9 U.S.C. §1-16 (1988). Judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

19.5.2 In nonbinding arbitration, the arbitration award is not binding on the Parties. Each Party shall notify the other Party within 30 calendar days, or such other time as the Parties otherwise agreed to, whether it accepts or rejects the arbitration award. Subsequent to nonbinding arbitration, if either Party rejects the arbitration award, either Party may seek judicial resolution of the dispute, provided that such suit is brought no later than 395 calendar days after the date the arbitration award was issued.

19.6 Arbitration Costs

Each Party shall be responsible for its own costs of arbitration, including legal fees. Unless otherwise agreed to by the Parties, the arbitrator(s) may apportion all other costs of arbitration between the Parties in such manner as the arbitrator(s) deem reasonable taking into account the circumstances of the case, the conduct of the Parties during the proceeding, and the result of the arbitration.

20. STATUTORY PROVISIONS

20.1 Retail Rate Schedules

Benton PUD shall make its retail rate schedules available to BPA, as required by section 5(a) of the Bonneville Project Act, P.L. 75-329, within 30 calendar days of each of Benton PUD's retail rate schedule effective dates. This requirement may be satisfied by Benton PUD informing BPA of its public website where such information is posted and kept current.

20.2 Insufficiency and Allocations

If BPA determines, consistent with Section 5(b) of the Northwest Power Act and other applicable statutes, that it will not have sufficient resources on a planning basis to serve its loads after taking all actions required by applicable laws then BPA shall give Benton PUD a written notice that BPA may restrict service to Benton PUD. Such notice shall be consistent with BPA's insufficiency and allocations methodology, published in the Federal Register on March 20, 1996, and shall state the effective date of the restriction, the amount of Benton PUD's load to be restricted and the expected duration of the restriction. BPA shall not change that methodology without the written agreement of all public body, cooperative, federal agency and investor-owned utility customers in the Region purchasing electric power from BPA under Section 5(b) of the Northwest Power Act. Such restriction shall take effect no sooner than five years after BPA provides notice to Benton PUD. If BPA imposes a restriction under this provision then the amount of Firm Requirements Power that BPA is obligated to provide and that Benton PUD is obligated to purchase pursuant to section 3 and

Exhibit C shall be reduced to the amounts available under such allocation methodology for restricted service.

20.3 New Large Single Loads and CF/CTs

20.3.1 Customer Notice of Large Loads and Determination of an NLSL

Benton PUD shall provide reasonable notice to BPA of any expected increase in a single load that may qualify as a Potential NLSL, Planned NLSL, or NLSL.

Pursuant to this section 20.3, BPA shall determine if any load associated with a single facility that is capable of growing ten Average Megawatts or more in a consecutive 12-month period is a Potential NLSL or an NLSL. Pursuant to this section 20.3, the Parties shall determine if any load associated with a single facility is a Planned NLSL.

Benton PUD's Potential NLSLs, Planned NLSLs, and NLSLs shall be subject to monitoring as determined necessary by BPA. For the purposes of section 2.71, this section 20.3, and section 1 of Exhibit D, ten Average Megawatts in a consecutive 12-month monitoring period equates to 87,600,000 kilowatt-hours in any consecutive 12-month period with 365 days and 87,840,000 kilowatt-hours for any consecutive 12-month period with 366 days.

In accordance with BPA's NLSL Policy and the terms of this section 20.3, BPA may determine that a load is an NLSL as follows:

20.3.1.1 Pursuant to Section 3(13) of the Northwest Power Act, BPA shall determine an increase in production load to be an NLSL if any load associated with a new facility, an existing facility, or an expansion of an existing facility, which is not Contracted For, or Committed To (CF/CT), as determined by the Administrator, by a public body, cooperative, investor-owned utility, or federal agency customer prior to September 1, 1979, will result in an increase in power requirements of such customer of ten Average Megawatts or more in any consecutive 12-month period.

20.3.1.2 For the sole purpose of computing the increase in energy consumption between any two consecutive 12-month periods of comparison under this section 20.3.1, BPA shall determine if the reductions in the end-use consumer's load associated with a facility during the first 12-month period of comparison are due to unusual events reasonably beyond the control of the end-use consumer, and, if so, BPA shall compute the energy consumption as if such reductions had not occurred.

20.3.1.3 The Parties may agree that the applicable increase in load of installed production equipment at a facility will equal or exceed ten Average Megawatts consumption over any 12 consecutive months and that such production load constitutes an NLSL. Any such agreement will be a binding NLSL determination, and BPA shall add the NLSL to section 1 of Exhibit D. Alternatively, the Parties may agree that the load at a facility is expected to become an NLSL during the facility's next consecutive 12-month monitoring period and that such load is a Planned NLSL. BPA shall add the Planned NLSL to section 1 of Exhibit D.

20.3.1.4 Unless the Parties agree pursuant to section 20.3.1.3 above, BPA shall determine whether a new load or an increase in existing load at a facility is an NLSL. If BPA determines that the load at a facility is an NLSL, then BPA shall notify Benton PUD and BPA shall add the NLSL to section 1 of Exhibit D if such is not already in Exhibit D after the facility determination pursuant to section 20.3.2.

20.3.1.5 BPA shall list Benton PUD's CF/CT loads, Potential NLSLs, Planned NLSLs, and NLSLs in section 1 of Exhibit D.

20.3.2 Determination of a Facility

BPA shall make a written determination as to what constitutes a single facility for the purpose of identifying an NLSL. BPA's determination will be made by applying some or all of the following criteria:

- (1) whether the load is operated by a single end-use consumer;
- (2) whether the load is in a single location;
- (3) whether the load serves a manufacturing process which produces a single product or type of product;
- (4) whether separable portions of the load are interdependent;
- (5) whether the load is separately metered from other loads;
- (6) whether the load is contracted for, served or billed as a single load under Benton PUD's customary billing and service policy or practices;
- (7) consideration of the facts from previous similar situations; and
- (8) any other factors the Parties determine to be relevant.

20.3.3 Access and Metering

Upon BPA request, Benton PUD shall provide physical access to its substations and other service locations where BPA needs to perform inspections or gather information for purposes of implementing Section 3(13) of the Northwest Power Act. Such BPA inspections may include but are not limited to those needed to make a facility, final NLSL, or CF/CT determination. Benton PUD shall coordinate with the end-use consumer to provide BPA, at reasonable times, physical access to inspect a facility for these purposes.

For any load that is monitored by BPA for an NLSL determination, and for any load at any facility that was determined by BPA to be an NLSL, BPA may, in its sole discretion, install BPA owned meters. If the Parties agree, Benton PUD may install meters meeting specifications BPA provides to Benton PUD. Benton PUD and BPA shall enter into a separate agreement for the location, ownership, cost responsibility, access, maintenance, testing, replacement and liability of the Parties with respect to such meters. Benton PUD shall coordinate with BPA and the end-use consumer to arrange for metering locations that allow accurate measurement of the load at a facility. Benton PUD shall arrange for BPA to have physical access to such meters and Benton PUD shall ensure BPA has access to all meter data for loads that are monitored under this section 20.3 and section 1 of Exhibit D that BPA determines are necessary to forecast, plan, schedule, and bill for power.

20.3.4 Billing for Large Loads Capable of Growing By More Than 10 aMW in 12-Month Monitoring Period

At the time a load starts to increase, if BPA does not determine that such increase in load is a Planned NLSL or an NLSL, then BPA shall bill Benton PUD for the increase in load at a facility at the applicable PF rates during any consecutive 12-month monitoring period.

If BPA later determines that the increase in load is an NLSL, then BPA shall revise Benton PUD's monthly bills from the monitoring period to reflect the difference between the assessed PF rates and the applicable NR Rates in effect for the monitoring period in which the increase takes place. Benton PUD shall pay the balance on each revised bill, which will include simple interest on the assessed amount. BPA shall compute simple interest on the assessed amount from the original Due Date of any bill that included days from the applicable monitoring period to the Due Date of the revised bill that will be issued. The daily interest rate shall equal the Prime Rate (as reported in the Wall Street Journal or successor publication in the first issue published during the month in which the monitoring period began) divided by 365. After BPA's NLSL determination, Benton PUD shall make a service request or election for the NLSL pursuant to section 20.3.6.

If BPA concludes in its sole judgment that Benton PUD has not fulfilled its obligations, or has not been able to obtain access or information from the end-use consumer under this section 20.3, then BPA may determine any large load capable of growing ten Average Megawatts or more in a consecutive 12-month period or any Potential NLSL subject to monitoring to be an NLSL, in which case Benton PUD shall be billed and pay in accordance with the preceding paragraph. Such NLSL determination shall be final unless Benton PUD proves to BPA's satisfaction that the applicable increase in load did not equal or exceed ten Average Megawatts in any 12-month monitoring period.

20.3.5 Load Status at the End of the Consecutive 12-Month Monitoring Period

At the end of each consecutive 12-month monitoring period of a load at a facility, BPA will determine if the metered load at the facility has grown by ten Average Megawatts or more during the preceding consecutive 12-month monitoring period. To determine load growth for a facility determined to be a CF/CT, BPA will subtract the amount of firm energy contracted for, or committed for the facility, as stated in section 1 of Exhibit D, from the metered load at the facility for the preceding consecutive 12-month monitoring period.

20.3.5.1 Load Growth By 10 Average Megawatts or More

If the load at a facility has grown by ten Average Megawatts or more in the preceding consecutive 12-month monitoring period, then the facility is an NLSL. BPA shall notify Benton PUD of the NLSL designation and shall update section 1 of Exhibit D. Any future increases in the load shall be part of the NLSL.

20.3.5.2 Load Growth Less Than 10 Average Megawatts

If the load at a facility has grown by less than ten Average Megawatts in the preceding consecutive 12-month monitoring period, then BPA shall notify Benton PUD that the load remains a Potential NLSL or Planned NLSL, and BPA may continue to monitor the load growth in the subsequent consecutive 12-month monitoring period. BPA shall also determine if liquidated damages are applicable pursuant to section 1 of Exhibit D.

If the load at a facility has grown by less than ten Average Megawatts in the preceding consecutive 12-month monitoring period(s), then BPA will track the cumulative total load at the facility from one monitoring period to the next. For purposes of this section 20.3 and section 1 of Exhibit D, the cumulative total load, including load increases and load reductions, from the prior 12-month monitoring period(s) will be referred to as the "Cumulative Prior Load". At the end of

each 12-month monitoring period, BPA shall update section 1 of Exhibit D with the amount of Benton PUD's Cumulative Prior Load and include the amount of Cumulative Prior Load in the calculation of Benton PUD's Firm Requirements Power eligible for service at BPA's PF rates for the subsequent consecutive 12-month monitoring period.

20.3.5.3 Load at a Facility Included in Customer's Firm Requirement Power

For purposes of this section 20.3 and section 1 of Exhibit D, the amount of Cumulative Prior Load of a Potential NLSL or Planned NLSL when BPA determines the facility to be an NLSL will be the fixed amount of Benton PUD's load at a facility that BPA will include in its calculation of Benton PUD's Firm Requirements Power eligible for service at BPA's PF rates. BPA may adjust the fixed amount of Benton PUD's load at a facility that BPA will include in its calculation of Benton PUD's Firm Requirements Power eligible for service at BPA's PF rates if Benton PUD's load at the facility reduces by 10 aMW below the fixed amount.

Upon BPA's determination that a monitored load is an NLSL, all measured amounts of such NLSL that exceed the load at the facility that is included in Benton PUD's Firm Requirements Power calculation shall be part of Benton PUD's NLSL, which will be served in accordance with this section 20.3 and section 1 of Exhibit D.

As applicable, BPA shall update the table in section 1.5.2 of Exhibit D with the fixed amount of load at the facility to be included in the calculation of Benton PUD's Firm Requirements Power eligible for service at BPA's PF rates.

20.3.6 Service Options for Planned NLSLs and NLSLs

Benton PUD may:

- (1) serve any Planned NLSL or NLSL with Dedicated Resource or Consumer-Owned Resource amounts added to Exhibit A that are not already being used to serve Benton PUD's Total Retail Load in the Region. If Benton PUD elects to serve its NLSL with Dedicated Resource or Consumer-Owned Resource Amounts, then such election shall be binding on Benton PUD for the remaining term of this Agreement; or
- (2) request to have BPA serve any Planned NLSL or NLSL at the applicable NR Rate consistent with section 20.3.7 below.

If Benton PUD serves any Planned NLSL or NLSL with Committed Power Purchase Amounts, then Benton PUD shall provide BPA with

information necessary for BPA's compliance with regional resource adequacy planning requirements pursuant to section 22.1 and section 5 of Exhibit J.

If Benton PUD has existing Planned NLSLs or NLSLs as of the Effective Date of this Agreement, and if Benton PUD has not notified BPA which service option above it chooses for each applicable Planned NLSL or NLSL above by the start of the CHWM Load Process for FY 2029, then Benton PUD's default election for all such existing Planned NLSLs and NLSLs shall be consistent with section 20.3.6(1) above.

If Benton PUD changes its purchase obligation pursuant to section 11 of this Agreement, and (1) Benton PUD has requested and BPA has started an NLSL service study or (2) Benton PUD has Planned NLSLs or NLSLs served by BPA at the NR Rate, then BPA will assess future service for such Planned NLSLs or NLSLs on a case-by-case basis.

20.3.7 Request for NLSL Service Study, Summary Report, and NLSL Service Election

If Benton PUD would like BPA to serve a Planned NLSL or an NLSL at the NR Rate, then Benton PUD shall submit a written request to BPA for an NLSL service study no sooner than the Effective Date of this Agreement.

Benton PUD shall provide BPA all information requested by BPA necessary to study Benton PUD's Planned NLSL or NLSL. After BPA determines it has all necessary information, BPA shall conduct an NLSL service study that may last up to three years from the date of Benton PUD's request.

During the study period, BPA shall: (1) assess the ability of BPA to serve the Planned NLSL or NLSL with firm power and (2) periodically keep Benton PUD apprised of its study progress. BPA shall bill Benton PUD and Benton PUD shall pay all costs associated with the NLSL service study, including but not limited to staff time and third-party costs associated with completing a study.

Once BPA completes the NLSL service study, BPA will provide Benton PUD with the NLSL service study summary report for BPA to make power available to serve the NLSL with firm power at the NR Rate. The NLSL service study summary report will state the conditions of BPA making power available to serve the NLSL such as: the anticipated date BPA could provide power, costs arrangements, any BPA resource acquisition needs, any additional information required, and any identified constraints that may be known.

Power Services will coordinate with Transmission Services to complete and implement any NLSL service study to identify anticipated timing

of available transmission to incorporate any new resource acquisition into the FCRPS for any new resources Power Services forecasts. Coordination between Power Services, Transmission Services and Benton PUD is necessary to facilitate arrangements between Benton PUD and Transmission Services for delivery of Firm Requirements Power to Benton PUD to serve a Planned NLSL or an NLSL under Benton PUD's transmission service agreement with Transmission Services.

Within 90 calendar days of receipt of the NLSL service study summary report, Benton PUD shall elect in writing to: (1) have BPA serve the Planned NLSL or NLSL at the NR Rate starting on the date stated in the summary report and consistent with section 20.3.6(2) above; or (2) continue to serve the Planned NLSL or NLSL with non-federal resource(s) consistent with section 20.3.6(1) above. Such election shall be binding on Benton PUD for the remaining term of this Agreement.

If Benton PUD elects to have BPA serve the Planned NLSL or NLSL at the NR Rate, then the Parties will revise Exhibit D to include the terms and conditions of the NLSL service study summary report, including a provision for liquidated damages, or develop a stand-alone agreement with such terms.

20.3.8 Planned NLSL and NLSL Service During the Study Period and Until the NR Service Start Date

While BPA conducts an NLSL service study and until Benton PUD's elected service start date at the NR Rate, Benton PUD may serve its Planned NLSL or NLSL with Dedicated Resource or Consumer-Owned Resource amounts consistent with section 20.3.6(1). BPA shall revise section 4 or 7.4 of Exhibit A to include such resources.

At any time while BPA is conducting an NLSL service study, Benton PUD may request BPA discontinue the NLSL service study and elect to serve the Planned NLSL or NLSL with Dedicated Resource or Consumer-Owned Resource amounts for the term of this Agreement. If a Planned NLSL becomes an NLSL during the NLSL study period, BPA shall update Exhibit D to reflect the change.

20.3.9 Submittal of Initial Forecast

If Benton PUD is serving any Planned NLSLs or NLSLs with Dedicated Resource or Consumer-Owned Resource amounts, then by June 30 of each year, unless another date is agreed to by the Parties, Benton PUD shall provide BPA with forecasted energy amounts for such resources for each Diurnal period and peak amounts for each month to serve any Planned NLSLs and NLSLs for the upcoming Fiscal Year. BPA shall use Benton PUD's initial forecast to determine the Dedicated Resource or Consumer-Owned Resource amounts required to serve the Planned NLSLs and NLSLs. However, if BPA

determines Benton PUD's initial forecast to be unreasonable, then BPA may replace Benton PUD's initial forecast with a final forecast that BPA develops. If Benton PUD is serving any Planned NLSLs or NLSLs with Dedicated Resource or Consumer-Owned Resource amounts, then BPA shall revise section 4 or 7.4 of Exhibit A to state such amounts by September 1 of each year.

20.3.10 Consumer-Owned Resources Serving a Planned NLSL or an NLSL

20.3.10.1 Consumer-Owned Resources

Benton PUD's consumer may serve a Planned NLSL or an NLSL with a Consumer-Owned Resource if the following criteria are met:

- (1) the Consumer-Owned Resource and its expected generation amounts are indicated in section 7.4 of Exhibit A as serving a specific Planned NLSL or NLSL;
- (2) the Consumer-Owned Resource is physically located within Benton PUD's service territory;
- (3) the Consumer-Owned Resource is within the same Balancing Area Authority as the Planned NLSL or NLSL; and
- (4) the Consumer-Owned Resource is metered, regardless of nameplate size, and the meter data is communicated in accordance with section 15 and section 17 of the body of this Agreement.

If Benton PUD serves a Planned NLSL or an NLSL with a Consumer-Owned Resource, then Benton PUD may be required to purchase NR Support Services pursuant to requirements in the applicable Power Rate Schedules and GRSPs.

For purposes of determining Benton PUD's monthly power billing determinants, the load at a facility will be calculated by subtracting the actual generation from Benton PUD's Consumer-Owned Resource(s) identified in section 7.4 of Exhibit A from the metered hourly load of any Planned NLSL or NLSL listed in Exhibit D.

The generation from such Consumer-Owned Resources may not exceed the Planned NLSL or NLSL being served on any hour. BPA may adjust Benton PUD's power billing determinants to account for hourly excess Consumer-Owned Resource generation and may assess other charges or

penalties in accordance with any applicable BPA Power Rate Schedules and GRSPs.

20.3.10.2 On-Site Renewable Resource/Cogeneration Exception

For purposes of this section 20.3.10.2, on-site means within the physical footprint of the NLSL facility as determined by BPA in the facility determination process.

Benton PUD may request to have BPA serve an NLSL at a PF equivalent rate, as established in the applicable 7(i) Process, if the following criteria are met:

- (1) Benton PUD's end use consumer applies an on-site renewable resource or on-site cogeneration resource to reduce the load at a facility, that is otherwise not eligible to be served at PF rates, to less than ten Average Megawatts in a consecutive 12-month period,
- (2) the on-site renewable resource or on-site cogeneration resource applied to the NLSL is behind Benton PUD's meter to the load at the facility, and
- (3) the on-site renewable resource or on-site cogeneration resource is continuously applied to serve the NLSL, consistent with BPA's NLSL Policy and BPA's Provider of Choice Contract Record of Decision (ROD), August 2025, as amended or replaced.

If Benton PUD meets the criteria above and BPA grants Benton PUD's request for the on-site renewable/cogeneration exception, then BPA shall: (1) list the Consumer-Owned Resource serving the NLSL in section 7.4 of Exhibit A and (2) revise section 1 of Exhibit D to add the on-site renewable resource or cogeneration facility and the requirements for such service.

20.4 Priority of Pacific Northwest Customers

The provisions of Sections 9(c) and 9(d) of the Northwest Power Act and the provisions of the Pacific Northwest Consumer Power Preference Act as amended by the Northwest Power Act, as implemented pursuant to BPA's 5(b)/9(c) Policy, are incorporated into this Agreement by reference. Benton PUD, together with other customers in the Region, shall have priority to electric power consistent with such provisions.

20.5 Prohibition on Resale

Benton PUD shall not resell Firm Requirements Power except to serve Benton PUD's Total Retail Load or as otherwise permitted by federal law.

20.6 Use of Regional Resources

20.6.1 Within 60 calendar days prior to the start of each Fiscal Year, Benton PUD shall provide notice to BPA of any firm power from Benton PUD's Generating Resources during its term, listed in Exhibit A that has been used to serve firm consumer load in the Region and that Benton PUD plans to export for sale outside the Region in the next Fiscal Year. Firm power includes firm energy and firm peaking capability.

BPA may request and Benton PUD shall provide within 30 calendar days of such request, additional information on Benton PUD's sales and dispositions of non-federal resources if BPA has information that Benton PUD may have made such an export and not notified BPA. BPA may request and Benton PUD shall provide within 30 calendar days of such request, information on the planned use of any or all of Benton PUD's Generating Resources.

During any Rate Period that Benton PUD has no purchase obligation for Firm Requirements Power under section 3, Benton PUD shall have no obligation to notify BPA of its exports under this section; provided, however, Benton PUD shall provide notification of all applicable exports in Rate Periods when it has a purchase obligation.

20.6.2 Benton PUD shall be responsible for monitoring any firm power from Generating Resources it sells in the Region to ensure such firm power is planned to be used to serve firm consumer load in the Region.

20.6.3 Subject to the 5(b)/9(c) Policy, if Benton PUD fails to report to BPA in accordance with section 20.6.1 above, any of its planned exports for sale outside the Region of firm power from a Generating Resource that has been used to serve firm consumer load in the Region, and BPA makes a finding that an export which was not reported was made, then BPA shall decrement the amount of its Firm Requirements Power sold under this Agreement by the amount and for the duration of the export that was not reported and by any continuing export amount. Decrements under the preceding sentence shall be first to power that would otherwise be provided at the applicable firm power rate, as determined by BPA. When applicable, such decrements shall be identified in section 3.2 of Exhibit A.

20.6.4 For purposes of this section 20.6, an export for sale outside the Region means a contract for the sale or disposition of firm power from a Generating Resource during its term that has been used to serve firm consumer load in the Region, which contract will be performed in a manner that such output is no longer used or not planned to be used solely to serve firm consumer load in the Region. Delivery of firm power outside the Region under a seasonal exchange agreement that is made consistent with BPA's 5(b)/9(c) Policy will not be considered

an export. Firm power from a Generating Resource used to serve firm consumer load in the Region means the firm generating or load carrying capability of a Generating Resource as established under the resource planning criteria generally used within the Region.

20.6.5 For purposes of this section 20.6, if Benton PUD has notified BPA that it will join and participate in an organized market using non-federal firm power produced by a Generating Resource dedicated to supply its Total Retail Load as identified in Exhibit A, then to the extent the organized market operates geographically both within and outside the Region, Benton PUD's participation in such market will not be considered an export outside the Region, provided Benton PUD's dedicated non-federal power obligation remains unchanged from the amount identified in Exhibit A. Benton PUD's participation in an organized market shall not increase the firm energy requirements of Benton PUD or other customers of the Administrator, as determined by the Administrator.

20.7 BPA Appropriations Refinancing

The Parties agree that the provisions of section 3201(i) of the Bonneville Power Administration Refinancing section of the Omnibus Consolidated Rescissions and Appropriations Act of 1996 (BPA Refinancing Act), P.L. 104-134, 110 Stat. 1321, 350, as stated in the United States Code on the Effective Date, are incorporated by reference and are a material term of this Agreement.

21. STANDARD PROVISIONS

21.1 Amendments

Except where this Agreement explicitly allows for one Party to unilaterally amend a provision or exhibit, no amendment of this Agreement shall be of any force or effect unless set forth in writing and signed by authorized representatives of each Party. Upon Benton PUD's request, and to the extent BPA determines it is practicable, BPA shall provide Benton PUD a reasonable opportunity to review any unilateral provision or exhibit revisions, or the data that will be input into an exhibit revision, prior to BPA making such unilateral revisions.

21.2 Entire Agreement and Order of Precedence

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement. The body of this Agreement shall prevail over the exhibits to this Agreement in the event of a conflict.

21.3 Assignment

This Agreement is binding on any successors and assigns of the Parties. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without the other Party's written consent. Such consent shall not be unreasonably withheld. Without limiting the foregoing, BPA's refusal to consent to assignment shall not be considered unreasonable if, in BPA's sole discretion: (1) the sale of power by BPA to the assignee would violate any applicable statute, or (2) such sale might adversely affect the tax-exempt status of bonds issued as part of an issue that finances or refinances the Columbia Generating Station or that such sale might limit the ability to issue future tax-exempt bonds to finance or refinance the Columbia Generating Station. Benton PUD may not transfer or assign this Agreement to any of its retail consumers.

21.4 No Third-Party Beneficiaries

This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.

21.5 Waivers

No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or of any other breach of this Agreement.

21.6 BPA Policies

Any reference in this Agreement to BPA policies, including any revisions, does not constitute agreement of Benton PUD to such policy by execution of this Agreement, nor shall it be construed to be a waiver of the right of Benton PUD to seek judicial review of any such policy.

21.7 Rate Covenant and Payment Assurance

Benton PUD agrees that it shall establish, maintain and collect rates or charges sufficient to assure recovery of its costs for power and energy and other services, facilities and commodities sold, furnished or supplied by it through any of its electric utility properties. BPA may require additional forms of payment assurance if: (1) BPA determines that such rates and charges may not be adequate to provide revenues sufficient to enable Benton PUD to make the payments required under this Agreement, or (2) BPA identifies in a letter to Benton PUD that BPA has other reasonable grounds to conclude that Benton PUD may not be able to make the payments required under this Agreement. If Benton PUD does not provide payment assurance satisfactory to BPA, then BPA may terminate this Agreement. Written notices sent under this section must comply with section 1 of Exhibit I.

21.8 Procedure in the Event of Federal Base System Resource Loss

BPA shall provide notice to Benton PUD if BPA expects the loss of Federal Base System Resource, as defined in Section 3(10) of the Northwest Power Act, that: (1) is in excess of 450 aMW in a single year

and is expected to last for a period of five or more years, and (2) the replacement cost of which would be included in the Tier 1 Cost Pool.

BPA shall conduct a public process to discuss targeted policy and CHWM Contract amendments if, within 30 calendar days of such notice provided in this section 21.8, a majority of CHWM Contract customers, or their representatives, indicate in writing to BPA the customer's support to open a public process to discuss targeted policy and contract amendments. For purposes of calculating utility count under this section, JOE Members will be counted individually.

22. PARTICIPATION IN WRAP

BPA is participating in the Western Resource Adequacy Program (WRAP) with its first binding season occurring prior to October 1, 2028. If BPA ceases to participate in WRAP, then BPA shall provide advance notice to Benton PUD of the date that BPA's participation will end.

The remainder of this section 22 will not apply if BPA is not participating in WRAP.

22.1 Responsibilities and Provision of Information Necessary for WRAP Participation

BPA shall be solely responsible for fulfilling its contractual obligations to WRAP and shall provide WRAP with any necessary data regarding Benton PUD's load and resources in compliance with WRAP requirements. Consistent with this section 22, section 17, and section 5 of Exhibit J, Benton PUD shall provide BPA with any necessary and requested information, forecasts, and attestations associated with Benton PUD's Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load.

22.1.1 By October 1, 2027, BPA shall notify Benton PUD of its preferred mode of communication for WRAP-related information.

22.1.2 BPA may request a signed Joint Contract Accreditation Form (JCAF) from Benton PUD for any Dedicated Resources or Consumer-Owned Resources serving On-Site Consumer Load relevant to the WRAP. Benton PUD shall provide BPA with a signed JCAF(s) no later than 30 calendar days following such request and by the dates established in section 5 of Exhibit J. JCAFs provided under this section shall comply with the requirements of WRAP and shall be updated as appropriate to meet WRAP requirements.

22.2 WRAP-Related Charges Under a Sharing Event

If BPA incurs any charges from WRAP attributed to Benton PUD's Dedicated Resources or Consumer-Owned Resources serving On-Site Consumer Load, then BPA shall pass through such charges, or the portion of such charges related to Benton PUD's resources, to Benton PUD, subject to the terms of section 5 of Exhibit J.

If BPA does not incur a charge from the WRAP entity but does incur a WRAP-related cost attributed to Benton PUD's Dedicated Resources or Consumer-Owned Resources serving On-Site Consumer Load, then BPA may assess a charge pursuant to BPA's applicable Power Rate Schedules and GRSPs and as established in a 7(i) Process.

22.3 WRAP and Resource-Related Exhibit Revisions

By June 30, 2027, Benton PUD and BPA shall review and make any necessary revisions to Exhibit J to adjust the terms and conditions to implement this section 22. Such revision may include terms and conditions such as, but not limited to: BPA's preferred mode of communication, Benton PUD notices relevant to WRAP, pass through charges for resources (subject to the limitations in section 22.2 above), terms related to JCAFs, load exclusions, and any other terms necessary to facilitate BPA's participation in WRAP.

In addition, if after June 30, 2027 Benton PUD elects to apply a Dedicated Resources or Consumer-Owned Resources serving On-Site Consumer Load to load for the first time, then Benton PUD and BPA shall review and make any necessary revisions to Exhibit J to adjust the terms and conditions to implement this section 22.

22.4 Load Exclusions

For purposes of this section 22, "load exclusion" means a distinct and separately metered load of Benton PUD for which BPA is not the exclusive wholesale provider and that is excluded from BPA's WRAP participation.

Benton PUD's request for a load exclusion, and BPA's decision of whether to allow such load exclusion, shall be pursuant to section 5 of Exhibit J.

23. FUTURE AMENDMENT FOR DAY-AHEAD MARKET IMPLEMENTATION

If BPA decides, or has decided, to join a day-ahead market to serve Benton PUD's load, then BPA shall conduct a public process to discuss implementation details of BPA's decision and work with customers to determine: (1) any necessary amendments to the Provider of Choice power sales agreements, including any necessary to align with an updated Transmission Services tariff and settlements under an organized market, and (2) the anticipated timeline for executing such amendments. Such public process shall not be construed as reconsideration of BPA's market decision. Any amendments negotiated during such public process shall be limited to those necessary to implement a day-ahead market and shall not be conditioned by either Party on modification to any other provision under this Agreement not related to implementing a day-ahead market. Following the conclusion of such public process, BPA shall issue the final amendment template and, based on the agreed-upon timeline, prepare and offer Benton PUD a contract amendment using the amendment template. Benton PUD's agreement to such amendment consistent with this section 23 shall not be unreasonably withheld.

Following BPA joining a day-ahead market to serve Benton PUD's load and the Parties amend this Agreement pursuant to this section 23, BPA shall also conduct a

public process on the topic of settlements for the Slice Product in the day-ahead market that BPA joins.

24. TERMINATION

BPA may terminate this Agreement if:

- (1) Benton PUD fails to make payment as required by section 16.4, or
- (2) Benton PUD fails to provide payment assurance satisfactory to BPA as required by section 21.7.

Such termination is without prejudice to any other remedies available to BPA under law.

25. SIGNATURES

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.

PUBLIC UTILITY DISTRICT NO. 1 OF
BENTON COUNTY

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By _____

By _____

Name Rick Dunn
(Print/Type)

Name William Rimmer
(Print/Type)

Title General Manager

Title Account Executive

Date _____

Date _____

(PSE-W:\power\CONTRACT\CUSTOMER\BENTON.PUD\POC_25004\25004.docx) 09/26/2025

Exhibit A
NET REQUIREMENTS AND RESOURCES

1. NET REQUIREMENTS

BPA shall establish Benton PUD's Net Requirement based on its Total Retail Load minus: (1) Benton PUD's Dedicated Resources determined pursuant to section 3.3 of the body of this Agreement and listed in sections 2, 3, and 4 of this exhibit, and (2) Consumer-Owned Resources determined pursuant to section 3.6 of the body of this Agreement and listed in sections 7.1, 7.3, and 7.4 of this exhibit. The Parties shall not add or remove resource amounts to change Benton PUD's purchase obligations from BPA under section 3.1 of the body of this Agreement except in accordance with sections 3.4.2, 3.5, 3.6 and 10 of the body of this Agreement.

2. LIST OF SPECIFIED RESOURCES

All of Benton PUD's Specified Resources are listed below.

2(1) Packwood

(A) Special Provisions

For the purpose of this section, Packwood Owner means a Washington PUD that owns a share of the output of the Packwood Generating Resource and is listed in the table below.

Packwood Owners	
Washington PUD	Ownership Share
Benton PUD	14.00%
Clallam PUD	7.00%
Clark PUD	18.00%
Ferry PUD	1.00%
Franklin PUD	10.50%
Kittitas PUD	0.25%
Klickitat PUD	3.00%
Lewis PUD	14.25%
Mason PUD No. 3	10.00%
Skamania PUD	1.00%
Snohomish PUD	20.00%
Wahkiakum PUD	1.00%

For an initial election effective October 1, 2028, Benton PUD shall notify BPA in writing by the initial election notice deadline of December 31, 2026 if Benton PUD is: (1) assigning all or a portion of its original share of Packwood to one or more of the other Packwood Owners; or (2) being assigned all or a portion of an original share of Packwood from one or more of the other Packwood Owners.

If Benton PUD is not assigning all or a portion of its original share of Packwood and is not being assigned all or a portion of any other Packwood Owner's original share, then Benton PUD does not have to provide any notice to BPA under this section 2(2)(A). If Benton PUD does not make an initial election and has applied all or a portion of its original share of Packwood to its Total Retail Load at any time prior to October 1, 2023, then BPA shall designate the Specified Resource amount listed below as an Existing Resource effective October 1, 2028. If Benton PUD does not make an initial election and has not applied all or a portion of its original share of Packwood to its Total Retail Load at any time prior to October 1, 2023, then BPA shall designate the Specified Resource amount listed below as a New Resource effective October 1, 2028.

Benton PUD will have two opportunities to update its election during the term of this Agreement. The notice deadline for an election change effective October 1, 2034 (BP-35) is July 31, 2033; the notice deadline for an election change effective October 1, 2040 (BP-41) is July 31, 2039.

Notification Deadlines
July 31, 2033 for an election change effective in BP-35 (Oct. 1, 2034 – Sep. 30, 2036)
July 31, 2039 for an election change effective in BP-41 (Oct. 1, 2040 – Sep. 30, 2041)

If Benton PUD assigns all or a portion of its original share of Packwood to one or more of the other Packwood Owners by one of the notice deadlines listed above, then by the corresponding effective date BPA shall reduce the Specified Resource amount listed in the table below in section 2(1)(C) accordingly and include such reduced amounts in section 6 of this exhibit.

If Benton PUD is assigned all or a portion of an original share of Packwood from one or more of the other Packwood Owners by one of the notice deadlines listed above, then by the corresponding effective date BPA shall list the assigned amount as a Specified Resource in section 2 of this exhibit separately from Benton PUD's original share and designate such Specified Resource listed in this section 2(1) as a New Resource. The effective date of the assignment will be the election change effective date and the resource removal date will be the effective date of any applicable future election or the termination of this Agreement.

(B) Resource Profile

Fuel Type	Date Resource Dedicated to Load	Date of Resource Removal	Percent of Resource Used to Serve Load	Nameplate Capability (MW)	Delivery Plan
Hydro	7/1/1981	N/A	14%	26.125	BPAT

Statutory Status		Resource Status		Applied to Tier 1 Allowance Amount		RSS		Dispatchable	
5b1A	5b1B	Existing	New	Yes	No	Yes	No	Yes	No
	X	X			X				X
Note: Fill in the table above with “X”s.									

(C) Specified Resource Amounts

Specified Resource Amounts													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
Fiscal Year 2029													
Total (MWh)	437	474	885	646	461	447	585	1,229	1,149	771	552	413	0.919
HLH (MWh)	244	263	476	361	263	260	325	687	664	415	321	220	0.919
LLH (MWh)	193	211	409	285	198	187	260	542	485	356	231	193	0.919
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Fiscal Year 2030													
Total (MWh)	437	474	885	646	461	447	585	1,229	1,149	771	552	413	0.919
HLH (MWh)	254	263	476	361	263	250	338	687	638	431	321	220	0.917
LLH (MWh)	183	211	409	285	198	197	247	542	511	340	231	193	0.922
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Fiscal Year 2031													
Total (MWh)	437	474	885	646	461	447	585	1,229	1,149	771	552	413	0.919
HLH (MWh)	254	263	476	361	263	250	338	687	638	431	309	229	0.916
LLH (MWh)	183	211	409	285	198	197	247	542	511	340	243	184	0.923
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Fiscal Year 2032													
Total (MWh)	437	474	885	646	477	447	585	1,229	1,149	771	552	413	0.918
HLH (MWh)	254	252	495	361	263	260	338	661	664	431	309	229	0.917
LLH (MWh)	183	222	390	285	214	187	247	568	485	340	243	184	0.920
Peak (MW)	0.34	1.78	1.53	1.34	1.15	1.15	1.15	1.15	2.20	1.62	0.60	0.34	N/A
Fiscal Year 2033													
Total (MWh)	437	474	885	646	461	447	585	1,229	1,149	771	552	413	0.919
HLH (MWh)	244	263	495	347	263	260	338	661	664	415	321	229	0.916
LLH (MWh)	193	211	390	299	198	187	247	568	485	356	231	184	0.922
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Fiscal Year 2034													
Total (MWh)	437	474	885	646	461	447	585	1,229	1,149	771	552	413	0.919
HLH (MWh)	244	263	495	347	263	260	325	687	664	415	321	229	0.919
LLH (MWh)	193	211	390	299	198	187	260	542	485	356	231	184	0.919
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A

Specified Resource Amounts													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
Fiscal Year 2035													
Total (MWh)	437	474	885	646	461	447	585	1,229	1,149	771	552	413	0.919
HLH (MWh)	244	263	476	361	263	260	325	687	664	415	321	220	0.919
LLH (MWh)	193	211	409	285	198	187	260	542	485	356	231	193	0.919
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Fiscal Year 2036													
Total (MWh)	437	474	885	646	477	447	585	1,229	1,149	771	552	413	0.918
HLH (MWh)	254	263	476	361	274	250	338	687	638	431	309	229	0.915
LLH (MWh)	183	211	409	285	203	197	247	542	511	340	243	184	0.922
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Fiscal Year 2037													
Total (MWh)	437	474	885	646	461	447	585	1,229	1,149	771	552	413	0.919
HLH (MWh)	254	252	495	361	263	250	338	661	664	431	309	229	0.918
LLH (MWh)	183	222	390	285	198	197	247	568	485	340	243	184	0.920
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Fiscal Year 2038													
Total (MWh)	437	474	885	646	461	447	585	1,229	1,149	771	552	413	0.919
HLH (MWh)	254	252	495	347	263	260	338	661	664	431	309	229	0.917
LLH (MWh)	183	222	390	299	198	187	247	568	485	340	243	184	0.922
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Fiscal Year 2039													
Total (MWh)	437	474	885	646	461	447	585	1,229	1,149	771	552	413	0.919
HLH (MWh)	244	263	495	347	263	260	338	661	664	415	321	229	0.916
LLH (MWh)	193	211	390	299	198	187	247	568	485	356	231	184	0.922
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Fiscal Year 2040													
Total (MWh)	437	474	885	646	477	447	585	1,229	1,149	771	552	413	0.918
HLH (MWh)	244	263	495	347	274	260	325	687	664	415	321	220	0.919
LLH (MWh)	193	211	390	299	203	187	260	542	485	356	231	193	0.917
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Fiscal Year 2041													
Total (MWh)	437	474	885	646	461	447	585	1,229	1,149	771	552	413	0.919
HLH (MWh)	254	263	476	361	263	250	338	687	638	431	321	220	0.917
LLH (MWh)	183	211	409	285	198	197	247	542	511	340	231	193	0.922
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Fiscal Year 2042													
Total (MWh)	437	474	885	646	461	447	585	1,229	1,149	771	552	413	0.919
HLH (MWh)	254	263	476	361	263	250	338	687	638	431	309	229	0.916
LLH (MWh)	183	211	409	285	198	197	247	542	511	340	243	184	0.923
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Fiscal Year 2043													
Total (MWh)	437	474	885	646	461	447	585	1,229	1,149	771	552	413	0.919
HLH (MWh)	254	252	495	361	263	250	338	661	664	431	309	229	0.918
LLH (MWh)	183	222	390	285	198	197	247	568	485	340	243	184	0.920
Peak (MW)	0.34	1.78	1.53	1.34	1.15	1.15	1.15	1.15	2.20	1.62	0.60	0.34	N/A

Specified Resource Amounts													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
Fiscal Year 2044													
Total (MWh)	437	474	885	646	477	447	585	1,229	1,149	771	552	413	0.918
HLH (MWh)	254	252	495	347	274	260	338	661	664	415	321	229	0.915
LLH (MWh)	183	222	390	299	203	187	247	568	485	356	231	184	0.922
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Note: Fill in the table above with megawatt-hours rounded to whole megawatt-hours, with megawatts rounded to one decimal place, and annual Average Megawatts rounded to three decimal places.													

3. COMMITTED POWER PURCHASE AMOUNTS

3.1 Committed Power Purchase Amounts Used to Serve Total Retail Load

3.1.1 Shape of Committed Power Purchase Amounts

BPA shall calculate Benton PUD's Committed Power Purchase Amounts using the Flat Annual Shape monthly shape and the selected Diurnal shape listed below. BPA shall update the table below consistent with section 3.4.2 of the body of this Agreement.

Shape of Committed Power Purchase Amounts		
Monthly Shape	Diurnal Shape Choice	
Flat Annual Shape	HLH Diurnal Shape	Flat Within-Month Shape
X		X
X		X
X		X
X		X

3.1.2 Committed Power Purchase Amounts

Benton PUD does not have any Committed Power Purchase Amounts at this time.

3.2 Committed Power Purchase Amounts for 9(c) Export Decrements

Benton PUD does not have any Committed Power Purchase Amounts for 9(c) export decrements at this time.

4. DEDICATED RESOURCE AMOUNTS USED TO SERVE PLANNED NLSLs AND NLSLs

Benton PUD does not have any Dedicated Resource amounts serving a Planned NLSL or an NLSL at this time, in accordance with sections 3.5.8 and 20.3 of the body of this Agreement.

5. TOTAL DEDICATED RESOURCE AMOUNTS

The amounts in the table below equal the sum of all Dedicated Resource amounts used to serve Benton PUD's Total Retail Load listed above in sections 2, 3, and 4.

Total Dedicated Resource Amounts													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
Fiscal Year 2029													
Total (MWh)	437	474	885	646	461	447	585	1,229	1,149	771	552	413	0.919
HLH (MWh)	244	263	476	361	263	260	325	687	664	415	321	220	0.919
LLH (MWh)	193	211	409	285	198	187	260	542	485	356	231	193	0.919
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Fiscal Year 2030													
Total (MWh)	437	474	885	646	461	447	585	1,229	1,149	771	552	413	0.919
HLH (MWh)	254	263	476	361	263	250	338	687	638	431	321	220	0.917
LLH (MWh)	183	211	409	285	198	197	247	542	511	340	231	193	0.922
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Fiscal Year 2031													
Total (MWh)	437	474	885	646	461	447	585	1,229	1,149	771	552	413	0.919
HLH (MWh)	254	263	476	361	263	250	338	687	638	431	309	229	0.916
LLH (MWh)	183	211	409	285	198	197	247	542	511	340	243	184	0.923
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Fiscal Year 2032													
Total (MWh)	437	474	885	646	477	447	585	1,229	1,149	771	552	413	0.918
HLH (MWh)	254	252	495	361	263	260	338	661	664	431	309	229	0.917
LLH (MWh)	183	222	390	285	214	187	247	568	485	340	243	184	0.920
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Fiscal Year 2033													
Total (MWh)	437	474	885	646	461	447	585	1,229	1,149	771	552	413	0.919
HLH (MWh)	244	263	495	347	263	260	338	661	664	415	321	229	0.916
LLH (MWh)	193	211	390	299	198	187	247	568	485	356	231	184	0.922
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Fiscal Year 2034													
Total (MWh)	437	474	885	646	461	447	585	1,229	1,149	771	552	413	0.919
HLH (MWh)	244	263	495	347	263	260	325	687	664	415	321	229	0.919
LLH (MWh)	193	211	390	299	198	187	260	542	485	356	231	184	0.919
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Fiscal Year 2035													
Total (MWh)	437	474	885	646	461	447	585	1,229	1,149	771	552	413	0.919
HLH (MWh)	244	263	476	361	263	260	325	687	664	415	321	220	0.919
LLH (MWh)	193	211	409	285	198	187	260	542	485	356	231	193	0.919
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Fiscal Year 2036													
Total (MWh)	437	474	885	646	477	447	585	1,229	1,149	771	552	413	0.918
HLH (MWh)	254	263	476	361	274	250	338	687	638	431	309	229	0.915
LLH (MWh)	183	211	409	285	203	197	247	542	511	340	243	184	0.922
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Fiscal Year 2037													
Total (MWh)	437	474	885	646	461	447	585	1,229	1,149	771	552	413	0.919
HLH (MWh)	254	252	495	361	263	250	338	661	664	431	309	229	0.918
LLH (MWh)	183	222	390	285	198	197	247	568	485	340	243	184	0.920
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A

Total Dedicated Resource Amounts													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
Fiscal Year 2038													
Total (MWh)	437	474	885	646	461	447	585	1,229	1,149	771	552	413	0.919
HLH (MWh)	254	252	495	347	263	260	338	661	664	431	309	229	0.917
LLH (MWh)	183	222	390	299	198	187	247	568	485	340	243	184	0.922
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Fiscal Year 2039													
Total (MWh)	437	474	885	646	461	447	585	1,229	1,149	771	552	413	0.919
HLH (MWh)	244	263	495	347	263	260	338	661	664	415	321	229	0.916
LLH (MWh)	193	211	390	299	198	187	247	568	485	356	231	184	0.922
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Fiscal Year 2040													
Total (MWh)	437	474	885	646	477	447	585	1,229	1,149	771	552	413	0.918
HLH (MWh)	244	263	495	347	274	260	325	687	664	415	321	220	0.919
LLH (MWh)	193	211	390	299	203	187	260	542	485	356	231	193	0.917
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Fiscal Year 2041													
Total (MWh)	437	474	885	646	461	447	585	1,229	1,149	771	552	413	0.919
HLH (MWh)	254	263	476	361	263	250	338	687	638	431	321	220	0.917
LLH (MWh)	183	211	409	285	198	197	247	542	511	340	231	193	0.922
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Fiscal Year 2042													
Total (MWh)	437	474	885	646	461	447	585	1,229	1,149	771	552	413	0.919
HLH (MWh)	254	263	476	361	263	250	338	687	638	431	309	229	0.916
LLH (MWh)	183	211	409	285	198	197	247	542	511	340	243	184	0.923
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Fiscal Year 2043													
Total (MWh)	437	474	885	646	461	447	585	1,229	1,149	771	552	413	0.919
HLH (MWh)	254	252	495	361	263	250	338	661	664	431	309	229	0.918
LLH (MWh)	183	222	390	285	198	197	247	568	485	340	243	184	0.920
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Fiscal Year 2044													
Total (MWh)	437	474	885	646	477	447	585	1,229	1,149	771	552	413	0.918
HLH (MWh)	254	252	495	347	274	260	338	661	664	415	321	229	0.915
LLH (MWh)	183	222	390	299	203	187	247	568	485	356	231	184	0.922
Peak (MW)	0.3	1.8	1.5	1.3	1.1	1.1	1.1	1.1	2.2	1.6	0.6	0.3	N/A
Note: Fill in the table above with megawatt-hours rounded to whole megawatt-hours, with megawatts rounded to one decimal place, and annual Average Megawatts rounded to three decimal places.													

6. LIST OF RESOURCES NOT USED TO SERVE TOTAL RETAIL LOAD

Pursuant to section 17 of the body of this Agreement, all Generating Resources Benton PUD owns that are: (1) not Specified Resources listed in section 2 of exhibit A, and (2) greater than 1.000 megawatt of nameplate capability, are listed below.

(1) **Nine Canyon 1**

(A) **Resource Profile**

Fuel Type	Type of Resource		Percent of Resource Not Used to Serve Load	Nameplate Capability (MW)
	Generating Resource	Contract Resource		
Wind		X	6.256%	48.11

(B) **Expected Resource Output**

Expected Output – Energy (aMW)								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW	0.787	0.787	0.787	0.787	0.787	0.787	0.787	0.787
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW	0.787	0.787	0.787	0.787	0.787	0.787	0.787	0.787
Note: Fill in the table above with annual Average Megawatts rounded to three decimal places.								

(2) **Nine Canyon 3**

(A) **Resource Profile**

Fuel Type	Type of Resource		Percent of Resource Not Used to Serve Load	Nameplate Capability (MW)
	Generating Resource	Contract Resource		
Wind		X	18.634%	32.2

(B) **Expected Resource Output**

Expected Output – Energy (aMW)								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW	1.569	1.569	1.569	1.569	1.569	1.569	1.569	1.569
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW	1.569	1.569	1.569	1.569	1.569	1.569	1.569	1.569
Note: Fill in the table above with annual Average Megawatts rounded to three decimal places.								

7. LIST OF CONSUMER-OWNED RESOURCES

7.1 Consumer-Owned Resources Serving On-Site Consumer Load

Pursuant to section 3.6 of the body of this Agreement, Benton PUD does not have any Consumer-Owned Resources serving On-Site Consumer Load at this time.

7.2 Consumer-Owned Resources Serving Load Other than On-Site Consumer Load

Pursuant to section 3.6 of the body of this Agreement, Benton PUD does not have any Consumer-Owned Resources serving load other than On-Site Consumer Load at this time.

7.3 Consumer-Owned Resources Serving Both On-Site Consumer Load and Load Other than On-Site Consumer Load

Pursuant to section 3.6 of the body of this Agreement, Benton PUD does not have any Consumer-Owned Resources serving both On-Site Consumer Load and load other than On-Site Consumer Load at this time.

7.4 Consumer-Owned Resources Serving Planned NLSL or NLSL

Pursuant to section 20.3.10 of the body of this Agreement, Benton PUD does not have any Consumer-Owned Resources serving a Planned NLSL or an NLSL at this time.

8. TABLES FOR HLH DIURNAL SHAPE

8.1 Specified Resources

If Benton PUD elects the HLH Diurnal Shape for its Specified Resources, then Benton PUD shall fill in a table with monthly LLH and HLH amounts for each year of the upcoming Rate Period for each Specified Resource. The monthly LLH and HLH distributions shall be the same across all years of a Rate Period. Benton PUD shall submit the tables to BPA when Benton PUD makes its reshaping elections. BPA shall update the appropriate Dedicated Resource amounts pursuant to Benton PUD's submitted elections and consistent with section 3.4.2 of the body of this Agreement.

8.2 Committed Power Purchase Amounts

If Benton PUD elects the HLH Diurnal Shape for its Committed Power Purchase Amounts, then Benton PUD shall submit to BPA in writing its elected ratios of megawatt-hours per hour in HLH to megawatt-hours per hour in LLH by October 31 of a Rate Case Year. Benton PUD shall submit to BPA twelve monthly ratios and such monthly ratios shall apply for all years of the corresponding Rate Period. BPA shall update the table below pursuant to Benton PUD's submitted elections and consistent with section 3.4.2 of the body of this Agreement. BPA shall calculate Benton PUD's Committed Power Purchase Amounts using the ratios in the table below.

HLH Diurnal Shape for Committed Power Purchase Amounts												
Rate Period	HLH to LLH Ratios (HLH:LLH)											
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
FY 2029 – FY 2030												
FY 2031 – FY 2032												
FY 2033 – FY 2034												
FY 2035 – FY 2036												
FY 2037– FY 2038												
FY 2039 – FY 2040												
FY 2041– FY 2042												
FY 2043 – FY 2044												

9. REVISIONS

BPA shall unilaterally revise this exhibit to reflect: (1) Benton PUD's elections regarding the application and use of all resources owned by Benton PUD and Benton PUD's retail consumers and (2) BPA's determinations relevant to this exhibit and made in accordance with this Agreement. All other changes to this Exhibit A will be made by mutual agreement of the Parties.

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Exhibit B
CONTRACT HIGH WATER MARKS

1. CONTRACT HIGH WATER MARK (CHWM)

1.1 CHWM Amount

By September 30, 2026, BPA shall fill in the table below with Benton PUD's CHWM. Once established, BPA may only adjust Benton PUD's CHWM as permitted pursuant to section 1.2 of this exhibit.

CHWM (annual aMW) ^{1/}:	
<u>Note:</u> BPA shall round the number in the table above to three decimal places. ^{1/} CHWM amount effective October 1, 2028.	

1.2 CHWM Adjustments

BPA shall determine any adjustments to Benton PUD's CHWM pursuant to this section 1.2. BPA shall notify Benton PUD of any adjustments and the date such adjustment will be effective.

1.2.1 Corrections for NLSLs

If after BPA establishes Benton PUD's CHWM pursuant to section 7 of the body of this Agreement, BPA determines that a load included in Benton PUD's Total Retail Load in the CHWM calculation was an NLSL or became an NLSL in FY 2023, then BPA shall adjust Benton PUD's CHWM by removing the FY 2023 load associated with the NLSL from Benton PUD's weather normalized Total Retail Load. BPA shall revise the table in section 1.1 of this Exhibit B with the adjusted CHWM and its effective date. BPA shall provide Benton PUD written notice of the CHWM adjustment and its effective date, and will provide Benton PUD with a revised Exhibit B. In the event of an adjustment, and subject to any applicable statute of limitations, Benton PUD shall pay any charges calculated by BPA to account for the ineligible PF rate purchases dating back to October 1, 2028.

1.2.2 Annexed Load

If Benton PUD annexes load from a utility that has a CHWM Contract, then BPA shall increase Benton PUD's CHWM in an amount determined as follows:

- (1) If Benton PUD and the other utility involved in the annexation agree on the amount of the CHWM transfer to Benton PUD, then BPA shall adopt that amount if BPA determines such amount is reasonable.
- (2) If Benton PUD and the other utility cannot agree on the amount of the CHWM transfer to Benton PUD, or if BPA determines the amount agreed to in section 1.2.2(1) of this exhibit is unreasonable, then BPA shall calculate the amount

of Benton PUD's CHWM transfer using the following formula; provided however that BPA may adjust the calculated amount to reflect (A) the division of Dedicated Resources between the utilities and (B) other pertinent information provided by Benton PUD and the other utility:

$$\left[\frac{\text{Annexed Load minus annexed NLSLs, if any}}{\text{Other utility's pre-annexation Total Retail Load minus total NLSLs, if any}} \right] \times \left[\text{Other utility's pre-annexation CHWM} \right]$$

In no event shall the total CHWM amount of Benton PUD and the other utility after the transfer exceed the total CHWM amount of Benton PUD and the other utility prior to the transfer.

BPA shall revise the table in section 1.1 of this Exhibit B with the adjusted CHWM which will be effective on the date that Benton PUD begins service to the Annexed Load.

1.2.3 Ceded Load

If another utility with a CHWM Contract annexes load of Benton PUD, then BPA shall reduce Benton PUD's CHWM in an amount determined as follows:

- (1) If Benton PUD and the other utility involved in the annexation agree on the amount of the CHWM transfer to the other utility, then BPA shall adopt that amount if BPA determines such amount is reasonable.
- (2) If Benton PUD and the other utility cannot agree on the amount of the CHWM transfer to the other utility, or if BPA determines the amount agreed to in section 1.2.3(1) of this exhibit is unreasonable, then BPA will calculate the amount of Benton PUD CHWM transfer using the following formula; provided however, BPA may adjust the calculated amount to reflect (A) the division of Dedicated Resources between the utilities and (B) other pertinent information advanced by Benton PUD and the other utility:

$$\left[\frac{\text{Annexed Load minus annexed NLSLs, if any}}{\text{Benton PUD's pre-annexation Total Retail Load minus total NLSLs, if any}} \right] \times \left[\text{Benton PUD's pre-annexation CHWM} \right]$$

In no event shall the total CHWM amount of Benton PUD and the other utility after the transfer exceed the total CHWM amount of Benton PUD and the other utility prior to the transfer.

BPA shall revise the table in section 1.1 of this Exhibit B with the adjusted CHWM which will be effective on the date that the annexing utility begins service to the Annexed Load.

1.2.4 Court Order on Annexation

BPA shall adjust Benton PUD's CHWM due to annexation if BPA's Administrator determines that a court order requires BPA to do so. BPA shall revise the table in section 1.1 of this Exhibit B with the adjusted CHWM and its effective date. BPA shall provide Benton PUD written notice of the CHWM adjustment and revised Exhibit B as soon as reasonably practical.

1.2.5 Small Utility Adjustment

BPA shall determine in its sole discretion whether Benton PUD qualifies for the Small Utility Adjustment. If Benton PUD is eligible for the Small Utility Adjustment, then BPA shall also determine Benton PUD's Maximum Potential CHWM for purposes of this section 1.2.5. For purposes of this section 1.2.5, "Maximum Potential CHWM" means the lesser of: (1) double Benton PUD's CHWM as calculated in the FY 2026 CHWM Calculation Process, or (2) 5 aMW. By September 30, 2026, BPA shall fill in the table below indicating such eligibility and Benton PUD's Maximum Potential CHWM.

Eligible for Small Utility Adjustment	Maximum Potential CHWM

If Benton PUD is eligible for the Small Utility Adjustment as indicated above, then during each Above-CHWM Load Process BPA shall determine whether an adjustment is needed and calculate such adjustment as provided below. Any such adjustment would be added to Benton PUD's CHWM.

- (1) BPA will determine whether Benton PUD's Preliminary Net Requirement exceeds its CHWM.
- (2) If Benton PUD's Preliminary Net Requirement is less than its CHWM, then BPA shall make no adjustment to Benton PUD's CHWM.
- (3) If Benton PUD's Preliminary Net Requirement exceeds its CHWM, then BPA shall calculate a CHWM adjustment in an amount equal to the difference between Benton PUD's Preliminary Net Requirement and its CHWM not to exceed Benton PUD's Maximum Potential CHWM stated above.
- (4) If a proposed CHWM adjustment under section 1.2.5(3) above would exceed Benton PUD's Maximum Potential CHWM, then

BPA shall reduce such adjustment to an amount resulting in a CHWM that equals Benton PUD's Maximum Potential CHWM.

- (5) If Benton PUD's CHWM has been adjusted pursuant to section 1.2.5(4) above, then BPA shall make no additional change to Benton PUD's CHWM except as otherwise provided for in this Exhibit B.

For any Rate Period that BPA adjusts Benton PUD's CHWM pursuant to this section 1.2.5, BPA shall revise the table in section 1.1 of this Exhibit B with the adjusted CHWM to be effective at the start of the next Rate Period. BPA shall provide Benton PUD written notice of the CHWM adjustment and revised Exhibit B. For purposes of the Tier 1 Marginal Energy True-Up rate, Benton PUD's CHWM shall be the Maximum Potential CHWM as stated above.

2. REVISIONS

BPA shall unilaterally revise this exhibit pursuant to section 1 of this exhibit. All other changes to this Exhibit B will be made by mutual agreement of the Parties.

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Exhibit C
PURCHASE OBLIGATIONS

1. FIRM REQUIREMENTS POWER AT TIER 1 RATES

The portion of Benton PUD's purchase obligation that is priced at Tier 1 Rates is established in section 8.1(1) of the body of this Agreement.

2. FIRM REQUIREMENTS POWER AT TIER 2 RATES

2.1 One-Time Above-CHWM Load Service Elections

Pursuant to section 9.2 of the body of the Agreement, Benton PUD shall elect one of the following four options below to serve its Above-CHWM Load which shall apply for the term of the Agreement except when Benton PUD elects to change its Tier 2 Long-Term Rate purchase election amount pursuant to the terms and conditions of sections 2.3.2 and 2.3.3 of this exhibit.

BPA shall revise this exhibit by March 31, 2027, to indicate Benton PUD's initial election and purchase obligation by adding an "X" to the box next to the applicable option below.

Initial Election ☐ (1) **Option A. All Tier 2 Long-Term Rate option**
Benton PUD shall purchase and BPA shall serve all of Benton PUD's Above-CHWM Load with Firm Requirements Power priced at the Tier 2 Long-Term Rate.

Initial Election ☐ (2) **Option B. Fixed Tier 2 Long-Term Rate option then flexible option**
Benton PUD shall purchase and BPA shall provide up to a fixed Average Megawatt amount of Benton PUD's Above-CHWM Load with Firm Requirements Power sold at the Tier 2 Long-Term Rate. Any remaining Above-CHWM Load will be served with: (1) Firm Requirements Power at the Tier 2 Short-Term Rate, (2) Firm Requirements Power at a Tier 2 Vintage Rate, if applicable, (3) Dedicated Resources, or (4) a combination of amounts of (1), (2) and (3).

At the time of election as stated in section 9.3 of the body of this Agreement, Benton PUD shall notify BPA of the fixed Average Megawatt amount of its Above-CHWM Load BPA will serve up to with Firm Requirements Power sold at a Tier 2 Long-Term Rate. BPA shall update the following table to state such amount.

Fixed aMW Amounts - Tier 2 Long-Term Election								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
Note: The amount in the table should be rounded to three decimal places.								

Initial Election ☐ (3) **Option C. Fixed flexible option then Tier 2 Long-Term Rate option**

Benton PUD shall elect up to a fixed Average Megawatt amount of Above-CHWM Load that will be served with: (1) Firm Requirements Power at the Tier 2 Short-Term Rate, (2) Firm Requirements Power at a Tier 2 Vintage Rate, if applicable, (3) Dedicated Resources, or (4) a combination of amounts of (1), (2) and (3).

At the time of election, Benton PUD shall notify BPA of the fixed Average Megawatt amount of its Above-CHWM Load that will be served up to under the flexible option for the duration of the contract. BPA shall update the following table to state such amounts.

Benton PUD shall purchase and BPA shall serve any remaining Above-CHWM Load with Firm Requirements Power sold at the Tier 2 Long-Term Rate.

Fixed aMW Amounts - Flexible Election								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
<u>Note:</u> the amount in the table should be rounded to three decimal places.								

Initial Election ☐ (4) **Option D. All flexible option**

Benton PUD's Above-CHWM Load shall be served with (1) Firm Requirements Power at the Tier 2 Short-Term Rate, (2) Firm Requirement Power at a Tier 2 Vintage Rate, if applicable, (3) Dedicated Resources, or (4) a combination of amounts of (1), (2) and (3).

If Benton PUD fails to notify BPA of its Above-CHWM Load service election pursuant to section 9.2 of the body of this Agreement, then Benton PUD shall be deemed to have elected option D under section 2.1 of this exhibit and Benton PUD shall serve all of its Above-CHWM Load amounts with the options stated in section 2.1(4) above.

Benton PUD's total Tier 2 Rate purchase obligation amount(s) that BPA shall provide and Benton PUD shall purchase consistent with sections 3.1 and 3.2 of the body of this Agreement shall be stated in the table below in section 2.9.

2.2 Rounding Option

If Benton PUD elects option B, C, or D under section 2.1 above, then by July 31, 2027, Benton PUD may elect to have BPA serve up to 0.999 aMW of its Above-CHWM Load through the Tier 1 Rate design, pursuant to the

PRDM, for the term of the Agreement. No later than March 31, 2028, BPA shall indicate Benton PUD's election for all Rate Periods through the term of the Agreement in the table below.

By July 31 of each Forecast Year, Benton PUD may notify BPA if it wants to change its rounding option election, and BPA shall update the table below to reflect such change by March 31 following Benton PUD's notification.

Rate Period	Rounding Option Elected
BP-29	
BP-31	
BP-33	
BP-35	
BP-37	
BP-39	
BP-41	
BP-43	
Note: Add X if customer elects rounding option.	

2.3 Tier 2 Long-Term Rate

2.3.1 Election Opportunity and Tier 2 Long-Term Rate Purchase Obligation Amount

Benton PUD may elect to purchase Firm Requirements Power at the Tier 2 Long-Term Rate to serve its Above-CHWM Load by selecting options A, B or C under section 2.1 of this exhibit. If Benton PUD elects option A, B or C, then BPA shall update the table below by March 31 of each Rate Case Year to state the amount of Firm Requirements Power Benton PUD is obligated to purchase at the Tier 2 Long-Term Rate for the upcoming Rate Period as follows.

If Benton PUD elects option A under section 2.1, then the amount of Firm Requirements Power Benton PUD is obligated to purchase at the Tier 2 Long-Term Rate shall equal Benton PUD's Above-CHWM Load amount, calculated for each Fiscal Year of the applicable Rate Period, as stated in the table in this section 2.3.1.

If Benton PUD elects option B under section 2.1, then the amount of Firm Requirements Power Benton PUD is obligated to purchase at the Tier 2 Long-Term Rate shall be the lesser of Benton PUD's Above-CHWM Load amount, calculated for each Fiscal Year of the applicable Rate Period, or the fixed Average Megawatt amount elected under the Tier 2 Long-Term option stated in the table in section 2.1(2) above.

If Benton PUD elects option C under section 2.1, then the amount of Firm Requirements Power Benton PUD is obligated to purchase at the Tier 2 Long-Term Rate shall equal the amount of Benton PUD's Above-CHWM Load, calculated for each Fiscal Year of the applicable Rate Period, that exceeds the fixed Average Megawatt amount to be served under the flexible option as stated in the table in section 2.1(3) above.

Tier 2 Long-Term Rate Purchase Obligation Amount								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
<u>Note:</u> Fill in the table above with the annual Average Megawatts, rounded to three decimal places.								

2.3.2 Right to Reduce Tier 2 Long-Term Rate Election Amount Without a Fee

Benton PUD shall have a one-time right to request to reduce its Tier 2 Long-Term Rate election amount under options A, B, or C, without any charges or fees, if: (1) Benton PUD submits a written request to BPA prior to August 1, 2027, and (2) BPA has not acquired power for the purposes of serving Benton PUD's Tier 2 Long-Term Rate purchase obligation.

BPA, in its sole discretion, shall determine whether Benton PUD's request to reduce its Tier 2 Long-Term Rate election amount meets the notice requirements. BPA shall notify Benton PUD if the request does not meet the notice requirements.

If BPA determines that Benton PUD's request meets the notice requirements, then BPA shall reduce Benton PUD's Tier 2 Long-Term Rate election amount. By March 31, 2028, BPA shall: (1) update the applicable table(s) in section 2 of this exhibit with Benton PUD's updated Tier 2 Long-Term Rate election amount, and (2) update Benton PUD's election in section 2.1 if applicable.

2.3.3 Right to Reduce Tier 2 Long-Term Election Amount with a Fee

2.3.3.1 Changes to Tier 2 Long-Term Elections

Regardless of any reduction made pursuant to section 2.3.2 above, over the remaining term of the Agreement Benton PUD shall have a one-time right to reduce its Tier 2 Long-Term Rate election amount under section 2.1 above, including reducing such amount to zero.

2.3.3.2 Notification and Service Options

Benton PUD shall notify BPA in writing of its one-time election to reduce the amount of power Benton PUD is obligated to

purchase under section 2.3.3.1 above no less than three years prior to the start of the Rate Period that its election would be effective.

Benton PUD's election under section 2.3.3.1 above shall be binding for the remaining term of the Agreement.

If Benton PUD elects to reduce its Tier 2 Long-Term Rate election amount pursuant to section 2.3.3.1 above, then Benton PUD shall serve the amount of the reduction with: (1) Firm Requirements Power at the Tier 2 Short-Term Rate, (2) Firm Requirement Power at a Tier 2 Vintage Rate, if applicable, (3) Dedicated Resources, or (4) a combination of amounts of (1), (2) and (3).

Benton PUD shall notify BPA of its intent to serve its Above-CHWM Load with one of the four options listed in section 2.3.3.2 consistent with the terms and conditions stated in section 2 of Exhibit C.

2.3.3.3 Exhibit Updates

By March 31 following Benton PUD's election notice under section 2.3.3.2 above, BPA shall: (1) update the applicable table(s) in section 2 of this exhibit, with Benton PUD's updated Tier 2 Long-Term Rate election amount, and (2) update Benton PUD's election in section 2.1 of this exhibit. BPA will update Exhibit A with any changes to Benton PUD's Dedicated Resource amounts.

2.3.3.4 Charges to Change Tier 2 Long-Term Election Amount

Benton PUD shall pay any charges that apply as a result of Benton PUD exercising the one time right to change its Tier 2 Long-Term Rate election amount under this section 2.3.3. BPA shall calculate such charges pursuant to the PRDM and the applicable Power Rate Schedules and GRSPs. BPA shall not make payment to Benton PUD as a result of BPA reducing the fixed up to Average Megawatt amounts of Firm Requirements Power that Benton PUD is obligated to purchase at Tier 2 Long-Term Rates.

2.4 Tier 2 Short-Term Rate

Subject to the limitations in section 2.4.1 below, Benton PUD may elect to purchase Firm Requirements Power at Tier 2 Short-Term Rates by electing option B, C or D under section 2.1 above.

If Benton PUD elects options B, C or D, then by July 31, 2027, and by July 31 of each Forecast Year, Benton PUD shall notify BPA of the amount of its Above-CHWM Load it requests for BPA to serve, if any, at the Tier 2 Short-Term Rate for the following Rate Period. Subject to the limitations in

section 2.4.2 below, BPA shall update the table below by March 31 of each Rate Case Year to state the amount of power Benton PUD is obligated to purchase at the Tier 2 Short-Term Rate as follows.

If Benton PUD elects option B under section 2.1, then the amount of Firm Requirements Power Benton PUD may request to purchase at the Tier 2 Short-Term Rate shall not exceed the difference between Benton PUD's Above-CHWM Load, calculated for each Fiscal Year of the applicable Rate Period, and the fixed Average Megawatt amount elected under the Tier 2 Long-Term option stated in the table in section 2.1(2) above.

If Benton PUD elects option C under section 2.1, then the amount of Firm Requirements Power Benton PUD may request to purchase at the Tier 2 Short-Term Rate, shall not exceed the lesser of Benton PUD's Above-CHWM Load amount calculated for each Fiscal Year of the applicable Rate Period or the fixed up to Average Megawatt amount to be served under the flexible option as stated in the table in section 2.1(3) above.

If Benton PUD elects option D under section 2.1, then the amount of Firm Requirements Power Benton PUD may request to purchase at the Tier 2 Short-Term Rate, shall not exceed Benton PUD's Above-CHWM Load amount, calculated for each Fiscal Year of the applicable Rate Period.

Tier 2 Short-Term Rate Purchase Obligation Amounts								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
<u>Note:</u> Fill in the table above with annual Average Megawatts, rounded to three decimal places.								

2.4.1 Limitations on Tier 2 Short-Term Rate Amounts

BPA shall attempt to acquire power to serve Benton PUD's total amount of load requested to be served with Firm Requirements Power at the Tier 2 Short-Term Rate. If BPA is unable to acquire power, at any price, and cannot meet all customers' requests to purchase power at the Tier 2 Short-Term Rate, then each applicable Rate Period BPA: (1) shall notify Benton PUD of the unavailability of power at the Tier 2 Short-Term Rate and (2) may limit the amount of Firm Requirements Power at the Tier 2 Short-Term Rate that Benton PUD can purchase. If BPA receives multiple requests to provide Firm Requirements Power at the Tier 2 Short-Term Rate for the same Rate Period, and if BPA is only able to acquire power to serve a portion of the total requests for power priced at the Tier 2 Short-Term Rate, then BPA shall proportionally reduce all requests for the Rate Period on a pro rata basis.

By March 31, 2028 and by March 31 of each Rate Case Year thereafter, BPA shall notify customers of the unavailability or pro-rata reduction of power available at the Tier 2 Short-Term Rate.

2.4.2 Determining Pro-Rata Shares of Amounts at Tier 2 Short-Term Rate

If necessary pursuant to section 2.4.1 above, BPA shall determine Benton PUD's pro-rata amount of power available for purchase at a Tier 2 Short-Term Rate for the applicable Rate Period based on (1) the actual amounts BPA is able to acquire to meet all customers' aggregate requests for service at a Tier 2 Short-Term Rate and (2) the total amount of Firm Requirements Power requested at the Tier 2 Short-Term Rate in section 2.4 each Rate Period. BPA will adjust individual amounts of Firm Requirements Power at the Tier 2 Short-Term Rate downward by the ratio between sections 2.4.2.(1) and 2.4.2.(2) above to calculate the amounts of the proportional share adjustment.

In the event BPA adjusts amounts at the Tier 2 Short-Term Rate downward, Benton PUD shall apply Dedicated Resources to serve the portion of its election at the Short-Term Tier 2 Rate that BPA is unable to supply. BPA will update amounts in Exhibit A in accordance with section 2.6 below.

2.4.3 Failure to Make an Election

If Benton PUD fails to make an election and does not notify BPA of its Tier 2 Short-Term Rate election amounts pursuant to section 2.4 above, then BPA shall enter "zero" for the applicable Fiscal Years of the Rate Period. Benton PUD shall serve its remaining Above-CHWM Load amounts with Dedicated Resources to meet its Above-CHWM Load and any amounts will be updated in Exhibit A in accordance with section 2.6 below.

2.4.4 Liability

In no event shall BPA make payment to Benton PUD as a result of Benton PUD electing to reduce the amounts of Firm Requirements Power that Benton PUD is obligated to purchase at Tier 2 Short-Term Rates. In no event shall BPA make payment to Benton PUD if it is unable to secure power to meet requests for purchases at the Tier 2 Short-Term Rate.

2.5 Tier 2 Vintage Rate Alternative

If Benton PUD elects option B, C, or D under section 2.1 above, then Benton PUD is eligible to purchase Firm Requirement Power at a Tier 2 Vintage Rate, if offered by BPA, as described in this section 2.5. For purposes of this section 2.5, "Vintage Resource" means the output of a physical resource that BPA determines, in its sole discretion, to acquire for a period of greater than three years and that forms the cost basis for pricing Firm Requirements Power subject to an established Tier 2 Vintage Rate. BPA may offer to sell

Firm Requirements Power at a Tier 2 Vintage Rate whenever it acquires a Vintage Resource.

BPA shall notify customers with a CHWM Contract at least 60 calendar days prior to making a Request For Offer (RFO) for a Vintage Resource. Within 30 calendar days of such notice, Benton PUD shall notify BPA of the amount of Firm Requirements Power it will purchase from BPA at a Tier 2 Vintage Rate associated with the Vintage Resource.

Following the close of the RFO, BPA shall determine, in its sole discretion, whether to proceed with acquiring the Vintage Resource. If BPA decides to proceed with acquiring the Vintage Resource, then BPA will notify Benton PUD of the available quantity, if any, of Firm Requirement Power that customer is eligible to purchase at the Tier 2 Vintage Rate, and the estimated Tier 2 Vintage Rate. Benton PUD shall execute a Statement of Intent, as stated in section 2.5.1 below, to purchase identified amounts of Firm Requirements Power at the applicable Tier 2 Vintage Rate. The Statement of Intent will include the process and timing to elect the Vintage Alternative and execute a Statement of Intent.

2.5.1 Statement of Intent

If Benton PUD elects to purchase Firm Requirements Power from BPA at Tier 2 Vintage Rates, then Benton PUD shall sign a Statement of Intent provided by BPA which will state the amount of power Benton PUD commits to purchase at a Tier 2 Vintage Rate. The Statement of Intent will be binding unless BPA does not complete the acquisition of the Vintage Resource consistent with section 2.5.3 below.

2.5.2 Tier 2 Vintage Rate

BPA shall determine the applicable Tier 2 Vintage Rate in accordance with the PRDM and applicable Power Rate Schedules and GRSPs. BPA will restate in the Statement of Intent the applicable Tier 2 Vintage Rate for the Vintage Resource.

2.5.3 BPA Acquisition of Vintage Resource

If BPA acquires the Vintage Resource, then BPA shall notify Benton PUD that the acquisition is complete and update the table in section 2.5.8 below with the amount of Firm Requirements Power sold at a Tier 2 Vintage Rate and the contract number for the Statement of Intent. If BPA does not complete the acquisition of the Vintage Resource, then BPA shall notify Benton PUD, and the Statement of Intent will become null and void. If BPA does not complete the acquisition, then Benton PUD's current elections for service to its Above-CHWM Load above shall continue to apply.

2.5.4 Additional Provisions Applicable to the Statement of Intent

2.5.4.1 Additional Terms and Conditions in Statement of Intent

In addition to paying the Tier 2 Vintage Rate, Benton PUD will also be subject to such additional terms and conditions associated with its selection of the Tier 2 Vintage Rate as described in the Statement of Intent. Such additional terms may include, but are not limited to, liquidated damages, if applicable, associated with the purchase of the Vintage Resource.

2.5.4.2 Duration of Statement of Intent

The Tier 2 Vintage Resource amounts applied to serve Benton PUD's Above-CHWM Load under this Agreement will not apply beyond the expiration of this Agreement, except as stated in the Statement of Intent.

2.5.4.3 Maximum Amount of Firm Requirements Power at Tier 2 Vintage Rate

The maximum amount of Firm Requirements Power Benton PUD is eligible to purchase at a Tier 2 Vintage Rate will be equal to the annual maximum forecast of Benton PUD's flexible Above-CHWM Load amounts of Benton PUD's election under section 2.1, minus any Dedicated Resources serving Benton PUD's Above-CHWM Load. BPA will develop the annual maximum forecast of Benton PUD's flexible Above-CHWM Load amounts at the time BPA issues the RFO for the Vintage Resource. Such forecast shall apply for the term of BPA's acquisition of the Vintage Resource or the term of this Agreement, whichever terminates first.

2.5.4.4 Commencement of the Vintage Resource

Benton PUD's Statement of Intent shall include procedures for how BPA will address the availability and timing of a Vintage Resource, if the timing of such Vintage Resource is not concurrent with the timing of any elections made by Benton PUD in sections 2.1 and 2.4 of this exhibit.

2.5.5 Multiple Requests for Vintage Resource

Benton PUD's Statement of Intent shall include procedures for how BPA will address multiple requests for Firm Requirements Power sold by BPA at a Tier 2 Vintage Rate if the aggregate amount of customer requests exceeds the amount of the Vintage Resource.

2.5.6 Tier 2 Vintage Amounts in Excess of Above-CHWM Load

If Benton PUD purchases an amount of power from BPA at a Tier 2 Vintage Rate that exceeds its current Above-CHWM Load, then BPA, in its sole discretion, may either:

- (1) determine any amount of power that exceeds Benton PUD's Above-CHWM Load as surplus power and provide such to Benton PUD at a surplus rate equivalent to the applicable Tier 2 Vintage Rate to be managed by Benton PUD; or
- (2) in accordance with section 10 of this exhibit, and pursuant to the PRDM, provide a remarketing service for the power that exceeds Benton PUD's Above-CHWM Load until Benton PUD's Above-CHWM Load can accommodate the contracted amount of power purchased at the Tier 2 Vintage Rate.

2.5.7 Treatment of Tier 2 Vintage Rate and Tier 2 Short-Term Rate Purchase Obligations

In addition to the right to purchase power at a Tier 2 Vintage Rate established in this section 2.5, Benton PUD may have the opportunity to purchase Firm Requirements Power at Tier 2 Vintage Rates regardless of whether Benton PUD is purchasing power at Tier 2 Short-Term Rates, if BPA determines, in its sole discretion, to offer Benton PUD a Statement of Intent that would provide Benton PUD the opportunity to purchase Firm Requirements Power at Tier 2 Vintage Rates.

Any election by Benton PUD to purchase Firm Requirements Power at Tier 2 Vintage Rates shall not relieve Benton PUD of any obligation to purchase Firm Requirements Power at another Tier 2 Rate.

Any amounts of power that Benton PUD is obligated to purchase at a Tier 2 Vintage Rate or Tier 2 Short-Term Rate that exceeds its Above-CHWM Load will be treated pursuant to section 2.5.6 above.

2.5.8 Tier 2 Vintage Rate Elections, Amounts and Exhibit Updates

If applicable, BPA shall update the table below within 90 calendar days of signing the Statement of Intent, with Benton PUD's Tier 2 Vintage Rate purchase obligation amounts.

Benton PUD's Annual Amounts at Tier 2 Vintage Rate. Statement of Intent Contract No. <##PS-####>								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
<u>Note:</u> Fill in the table above with annual Average Megawatts, rounded to three decimal places. Leave FY blank when not purchasing at a Tier 2 Vintage Rate. Include SOI number(s) in table title.								

By September 15 of each Fiscal Year or immediately following the establishment of a Tier 2 Vintage Rate for which Benton PUD signed a Statement of Intent, BPA shall update the table in section 2.8.2 with Benton PUD's Tier 2 Vintage Rate purchase obligation amounts.

2.6 Obligation to Apply Dedicated Resources

Benton PUD shall apply Dedicated Resources to serve the portion of its Above-CHWM Load that exceeds the sum of all Benton PUD's purchase obligations at Tier 2 Rates under sections 2.3, 2.4, and 2.5 above. BPA shall add Benton PUD's Dedicated Resources to section 2 and section 3 of Exhibit A.

2.7 Above-CHWM Load Liability

If Benton PUD annexes load from another customer with a CHWM Contract that had Above-CHWM Load served with Firm Requirements Power purchased at a Tier 2 Long-Term Rates, Tier 2 Short-Term Rate or a Tier 2 Vintage Rate, then Benton PUD shall pay any costs that BPA determines apply as a result of such annexation. BPA shall determine such costs, if any, during the 7(i) Process that follows Benton PUD's notice of annexation. BPA shall include such cost identified through the 7(i) Process on Benton PUD's bill. In no event shall BPA make payment to Benton PUD as a result of Benton PUD reducing its amounts of Firm Requirements Power.

2.8 This section intentionally left blank.

2.9 Amounts of Power to be Billed at Tier 2 Rates

By March 31, 2028 and by March 31 of each Rate Case Year thereafter, BPA shall update the table in section 2.9 of this exhibit, consistent with Benton PUD's elections for the upcoming Rate Period, with: (1) the planned annual average amounts of Firm Requirements Power that Benton PUD shall purchase at the Tier 2 Long-Term Rate, Tier 2 Short-Term Rate, and Tier 2 Vintage Rate, if applicable, and (2) any remarketed Tier 2 Rate purchase amounts in accordance with section 10 of the body of this Agreement.

By March 31, 2028, and by March 31 of each Rate Case Year thereafter, BPA shall update the table below with such amounts for each year of the upcoming Rate Period consistent with sections 2.3, 2.4 and 2.5 of this exhibit. The difference between Above-CHWM Load and Tier 2 Rate amounts will be served pursuant to section 2.6 of this exhibit.

Annual Amounts Priced at Tier 2 Rates (aMW)								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
No Tier 2 at this time								
Remarketed or Surplus Power Vintage Rate Amounts								
Firm Requirements Power at Tier 2 Rates								

Annual Amounts Priced at Tier 2 Rates (aMW)								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
No Tier 2 at this time								
Remarketed or Surplus Power Vintage Rate Amounts								
Firm Requirements Power at Tier 2 Rates								
Notes: 1. List each applicable Tier 2 rate in the table above. For the first applicable Tier 2 rate replace No Tier 2 at this time with the name of the applicable Tier 2 rate. For each additional Tier 2 rate, add a new row above the Remarketed Amounts row. If Benton PUD elects not to purchase at Tier 2 rates, then leave No Tier 2 at this time in the table and leave the remainder of the table blank. 2. Fill in the table above with annual Average Megawatts rounded to three decimal places. 3. Fill in Firm Requirements Power at Tier 2 Rates as the sum of all Tier 2 Rate amounts less any Remarketed or Surplus Tier 2 Vintage Rate amounts.								

3. REVISIONS

BPA shall unilaterally revise this exhibit to reflect: (1) Benton PUD's elections regarding service to its Above-CHWM Load, and (2) BPA's determinations relevant to this exhibit and made in accordance with this Agreement. All other changes to this Exhibit C will be made by mutual agreement of the Parties.

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Exhibit D
ADDITIONAL PRODUCTS AND SPECIAL PROVISIONS

1. CF/CT AND NEW LARGE SINGLE LOADS

1.1 CF/CT Loads

The Administrator has determined that the following loads were CF/CTs as of September 1, 1979, as defined in Section 3(13)(A) of the Northwest Power Act, and are subject to PF rates:

End Use Consumer's Name	Facility Name	Facility Location	Date of CF/CT determination	Amount of firm energy contracted for, or committed to (aMW)
Agrium (formerly Unocal)	Agrium	Kennewick, WA	January 23, 1993	14
<u>Note:</u> Amount of firm energy is at 100 percent load factor.				

CF/CT Description: Fertilizer production.

1.2 Potential NLSLs

Benton PUD has no identified Potential NLSLs.

1.3 Planned NLSLs

1.3.1 Planned NLSLs Served by BPA

Benton PUD has no Planned NLSLs served by BPA.

1.3.2 Planned NLSLs Served with Dedicated Resource or Consumer-Owned Resource Amounts

Benton PUD has no Planned NLSLs served with Dedicated Resource or Consumer-Owned Resource amounts.

1.4 NLSLs

1.4.1 NLSLs Served by BPA

Benton PUD has no NLSLs served by BPA.

1.4.2 NLSLs Served by Dedicated Resource or Consumer-Owned Resource Amounts

Benton PUD has no NLSLs served with Dedicated Resource or Consumer-Owned Resource amounts.

1.4.3 Renewable Resource/Cogeneration Exception

Benton PUD's end-use consumer is not currently applying an on-site renewable resource or cogeneration facility to an NLSL.

2. IRRIGATION RATE DISCOUNT

Starting October 1, 2028, subject to the terms specified in BPA's applicable Power Rate Schedules and GRSPs, the following shall apply, provided that the Parties have revised the table below no later than September 30, 2027.

- 2.1 For billing purposes, in the months listed below for each year during the term of this Agreement, BPA shall apply Irrigation Rate Discount to the lesser of the corresponding amount purchased at the Tier 1 Rate in the month or the energy amount in the table below.

Irrigation Amounts (kWh)					
May	Jun	Jul	Aug	Sept	Annual Total

- 2.2 After the end of each irrigation season, the Parties shall administer a true-up process to ensure Benton PUD's irrigation load meets or exceeds the total eligible irrigation amount (in kilowatt-hours) listed above.
- 2.3 Benton PUD shall be responsible for implementing cost-effective conservation measures on irrigation systems in their service territories. Benton PUD shall report and BPA shall verify all qualifying conservation measures and project savings pursuant to Benton PUD's Energy Conservation Agreement or its successor.

3. REVISIONS

BPA shall unilaterally revise section 1, CF/CT and New Large Single Loads to reflect BPA's determinations made in accordance with section 20.3 of the body of the Agreement and section 1 of this Exhibit D. All other changes to this Exhibit D will be made by mutual agreement of the Parties.

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**Exhibit E
METERING**

1. METERING

BPA POD Name	BPA POD Number	BPA POM Name	BPA POM Number	POD Location Description	POD Voltage kV	POM Location Description	Direction for Pr Billing Purposes	WECC Balancing Authority	Manner Of Service	Manner Of Service Description	Metering Loss Adjustment	Exception

2. REVISIONS

Each Party shall notify the other with any requests to update this exhibit. The Parties shall coordinate and seek mutual agreement on any such requested exhibit revisions. Upon such agreement, or if the agreement is unreasonably withheld or delayed, BPA shall revise this exhibit to accurately reflect what BPA determines are the actual characteristics of PODs and meter information described in this exhibit. Unless the Parties otherwise agree, BPA shall not revise the exhibit any sooner than 60 calendar days after the request to update this exhibit. BPA shall provide Benton PUD with a revised Exhibit E. The effective date will be the date stated at the top of the revised exhibit.

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Exhibit F
TRANSMISSION SCHEDULING SERVICE

1. DEFINITIONS, PURPOSE AND PARAMETERS

1.1 Definitions

- 1.1.1 “Balancing Authority” means the responsible entity that integrates resource plans ahead of time, maintains demand and resource balance within a Balancing Authority Area, and supports interconnection frequency in real time.
- 1.1.2 “Balancing Authority Area” means the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.
- 1.1.3 “Electronic Tag” or “E-Tag” means an electronic record that contains the details of a transaction to transfer energy from a source point to a sink point where the energy is scheduled for transmission across one or more Balancing Authority Area(s), consistent with all relevant WECC, NAESB, NERC and FERC requirements.
- 1.1.4 “Heavy Load Hours” or “HLH” means hours ending 0700 through 2200 hours Pacific Prevailing Time (PPT), Monday through Saturday, excluding holidays as designated by the North American Electric Reliability Corporation (NERC).
- 1.1.5 “Interchange Points” means the points where Balancing Authority Areas interconnect and at which the interchange of energy between Balancing Authority Areas is monitored and measured.
- 1.1.6 “Light Load Hours” or “LLH” means: (1) hours ending 0100 through 0600 and 2300 through 2400 hours PPT, Monday through Saturday, and (2) all hours on Sundays and holidays as designated by NERC.
- 1.1.7 “Open Access Transmission Tariff” or “OATT” means the terms and conditions of point-to-point and network integration transmission services, ancillary services, and generator interconnections offered by BPA or a Third-Party Transmission Provider.
- 1.1.8 “Planned Transmission Outage” means an event that reduces the transmission capacity on a segment of the transmission path used to deliver Benton PUD’s Dedicated Resource prior to the initial approval of the E-Tag.
- 1.1.9 “Transmission Curtailment” means an event that is initiated by a transmission provider through a curtailment to the E-Tag as a result

of transmission congestion or an outage on the path used to deliver Benton PUD's Dedicated Resource.

- 1.1.10 "Transmission Curtailment Management Service" or "TCMS" means the service BPA will provide to customers with a qualifying resource when a Transmission Curtailment occurs between such resource and the customer load.
- 1.1.11 "Transmission Event" means a Planned Transmission Outage or a Transmission Curtailment.
- 1.1.12 "Transmission Scheduling Service" or "TSS" means the power scheduling service that BPA provides to Benton PUD that allows BPA to manage certain aspects of Benton PUD's BPA NT Agreement with Transmission Services, to allow BPA to use the inherent flexibilities of Benton PUD's network rights in combination with other network customers' rights to manage BPA's power resources efficiently, and to provide seamless scheduling for Transfer Service customers.
- 1.1.13 "Transmission Scheduling Service-Full" or "TSS-Full" means the Transmission Scheduling Service for a specific Dedicated Resource or Consumer-Owned Resource serving On-Site Consumer Load where BPA performs all necessary scheduling, including the creation and maintenance of E-Tags for such resource.
- 1.1.14 "Transmission Scheduling Service-Partial" or "TSS-Partial" means the Transmission Scheduling Service for a specific Dedicated Resource or Consumer-Owned Resource serving On-Site Consumer Load where Benton PUD performs all necessary scheduling, including the creation and maintenance of E-Tags for such resource.

1.2 **Transmission Scheduling Service-Full (TSS-Full)**

This section 1.2 shall apply to any of Benton PUD's Dedicated Resource(s) and Consumer-Owned Resource(s) serving On-Site Consumer Load listed as purchasing TSS-Full in section 1 of Exhibit J.

Beginning October 1, 2028, and through the term of this Agreement, Power Services shall provide and Benton PUD shall purchase TSS-Full for its Dedicated Resource(s) and Consumer-Owned Resource(s) serving On-Site Consumer Load listed as purchasing TSS-Full in section 1 of Exhibit J. Power Services shall schedule Benton PUD's BPA-provided power, Dedicated Resource(s) and Consumer-Owned Resource(s) serving On-Site Consumer Load to Benton PUD's Total Retail Load under Benton PUD's BPA NT Agreement with Transmission Services and/or other transmission agreement(s). Power Services shall not provide TSS-Full for anything other than delivery to Benton PUD's Total Retail Load.

Power Services shall perform all necessary prescheduling and real-time scheduling functions, and make other arrangements and adjustments,

consistent with any RSS products and any other products and services Benton PUD is purchasing from Power Services. Benton PUD shall continue to be responsible for all non-scheduling provisions of its transmission agreement(s) used to serve Benton PUD's Total Retail Load, in accordance with the applicable OATT, including, but not limited to, the designation and undesignation of Network Resources, as defined by the applicable OATT.

Benton PUD shall be subject to the rates, terms and conditions for TSS-Full specified in BPA's applicable Power Rate Schedules and GRSPs.

1.3 Transmission Scheduling Service-Partial (TSS-Partial)

This section 1.3 shall apply to any of Benton PUD's Dedicated Resource(s) and Consumer-Owned Resource(s) serving On-Site Consumer Load listed as purchasing TSS-Partial in section 1 of Exhibit J.

Beginning October 1, 2028, and through the term of this Agreement, provided that Benton PUD meets and continues to meet the requirements in section 1.3.1 of this exhibit, Power Services shall provide and Benton PUD shall purchase TSS-Partial for its Dedicated Resource(s) and Consumer-Owned Resources serving On-Site Consumer Load listed as purchasing TSS-Partial in the table in section 1 of Exhibit J. Power Services shall schedule Benton PUD's Firm Requirements Power to Benton PUD's Total Retail Load under Benton PUD's BPA NT Agreement with Transmission Services and/or other transmission agreement(s), and Benton PUD shall schedule and create E-Tags for each of Benton PUD's Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load that require an E-Tag to Benton PUD's Total Retail Load under Benton PUD's BPA NT Agreement with Transmission Services and/or other transmission agreement(s) that Benton PUD has elected to purchase TSS-Partial. Power Services shall not provide TSS-Partial for any delivery other than delivery to Benton PUD's Total Retail Load.

For each Dedicated Resource and Consumer-Owned Resource serving On-Site Consumer Load that Benton PUD has elected TSS-Partial for and that requires an E-Tag, Benton PUD shall perform all necessary scheduling functions, and make other arrangements and adjustments, consistent with any RSS products and any other products and services Benton PUD is purchasing from Power Services. Benton PUD shall continue to be responsible for all non-scheduling provisions of its transmission agreement(s) used to serve Benton PUD's Total Retail Load, in accordance with the applicable OATT, including, but not limited to, the designation and undesignation of Network Resources, as defined by the applicable OATT.

Benton PUD shall create and maintain any necessary source or sink codes in the NERC registry through webRegistry, or its successor, for each Dedicated Resource and Consumer-Owned Resource serving On-Site Consumer Load and notify BPA of such codes once created.

Benton PUD shall be charged for service according to the rates, terms and conditions for TSS-Partial specified in BPA's applicable Power Rate Schedules and GRSPs.

1.3.1 Eligibility for Electing TSS-Partial

In order for Benton PUD to be eligible to elect TSS-Partial for any of its Dedicated Resource(s) or Consumer-Owned Resource(s) serving On-Site Consumer Load, Benton PUD must create and maintain a purchase selling entity code in the NERC registry through webRegistry, or its successor, for each Dedicated Resource or Consumer-Owned Resource serving On-Site Consumer Load at least one month prior to the date in section 1.3 above that Benton PUD begins purchasing TSS-Partial for such resource(s).

In order for Benton PUD's Dedicated Resource(s) or Consumer-Owned Resource(s) serving On-Site Consumer Load to be eligible for TSS-Partial such resource must have a Delivery Plan of BPA's Transmission System.

1.3.2 Election, Commitment and Removal of TSS-Partial

Provided that Benton PUD is eligible to elect TSS-Partial for any of its Dedicated Resource(s) or Consumer-Owned Resource(s) serving On-Site Consumer Load, pursuant to section 1.3.1 of this exhibit, Benton PUD may notify BPA of its election to purchase TSS-Partial for any of its Dedicated Resource(s) and Consumer-Owned Resource(s) serving On-Site Consumer Load by July 15 of a Forecast Year. If Benton PUD elects TSS-Partial for any of its Dedicated Resource(s) or Consumer-Owned Resource(s) serving On-Site Consumer Load, then, notwithstanding BPA's ability to deny TSS-Partial pursuant to section 4.2.4 of this exhibit, the Parties will revise the table in section 1 of Exhibit J to include TSS-Partial for such resource(s) by October 1 of the first Fiscal Year of the upcoming Rate Period.

If Benton PUD has not met or ceases to meet the requirements in section 1.3.1 of this exhibit for any of its Dedicated Resource(s) and Consumer-Owned Resource(s) serving On-Site Consumer Load, or if allowed pursuant to the terms and conditions of section 4.2 of this exhibit, then Benton PUD shall purchase TSS-Full for such resource(s) and BPA shall unilaterally revise the table in section 1 of Exhibit J to remove TSS-Partial and add TSS-Full for such resource(s).

Prior to such revision, BPA will provide notice to Benton PUD and a draft revision of Exhibit J with such changes. Unless an effective date is otherwise agreed to by the Parties, such revision shall be effective on the first day of the next calendar month.

2. ASSIGNMENT OF SCHEDULING RIGHTS

Benton PUD agrees that:

- (1) Power Services is the scheduling entity for service taken under Benton PUD's BPA NT Agreement with Transmission Services;
- (2) Power Services has the right to acquire and manage secondary service under Benton PUD's NT Agreement with Transmission Services pursuant to section 28.4 of the BPA OATT as necessary to fulfill Power Services' obligations under this Agreement. If necessary, Benton PUD will retain the right to acquire secondary service under their BPA NT Agreement with Transmission Services to deliver any Dedicated Resources to their load; and
- (3) prior to Power Services providing TSS, Power Services will provide Transmission Services notice of (1) and (2) above.

In the event that Transmission Services requires direct engagement from Benton PUD on (1) or (2), Benton PUD shall notify Transmission Services directly.

Upon request, Benton PUD shall provide copies of any transmission agreement(s) used to serve Benton PUD's Total Retail Load. Additionally, over the term of this Agreement, Benton PUD shall provide Power Services with any additional transmission agreements Benton PUD enters into which are used for service to its Total Retail Load and all amendments and modifications to current copies of Benton PUD's transmission agreement(s).

3. LOAD FORECAST

Benton PUD shall cooperate with BPA to provide any information BPA determines is necessary to support BPA's forecast of Benton PUD load to provide TSS. If any load specific information is needed for developing a daily or hourly load forecast, then Benton PUD shall provide such information in a timely manner.

4. SCHEDULING OF BENTON PUD'S RESOURCES

This section 4 shall not apply to any of Benton PUD's Dedicated Resource(s) and Consumer-Owned Resource(s) serving On-Site Consumer Load that BPA has determined, based on the OATT and business practices of the relevant Third-Party Transmission Provider(s), do not require an E-Tag as specified in the table in section 1 of Exhibit J.

4.1 Prescheduling for TSS-Full Resources

Benton PUD shall submit a delivery schedule to Power Services for each of its Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load for delivery to its Total Retail Load which shall include information such as the source, any points of receipt, any Open Access Same-time Information System (OASIS) reservation reference numbers needed for the delivery of such resources, the daily megawatt profile, and all purchasing selling entities in the path. This delivery schedule shall be submitted to Power Services by the earlier of one hour prior to the close of the firm transmission prescheduling deadline associated with the transmission

agreement(s) used to deliver power to Benton PUD's Total Retail Load, or 1100 hours Pacific Prevailing Time (PPT) on the preschedule day. However, if Benton PUD's Dedicated Resources or Consumer-Owned Resources serving On-Site Consumer Load are to be delivered over secondary network transmission pursuant to section 4.3.3.1.2 or section 4.3.3.2.2 below, then Benton PUD shall submit its delivery schedule to Power Services by 1300 hours PPT on the preschedule day.

Benton PUD shall submit all required prescheduled information in a format specified by Power Services.

At Power Services' request, Benton PUD shall provide Power Services information on real power losses associated with Benton PUD's transmission agreement(s).

4.1.1 Real-Time Scheduling

Power Services shall accept megawatt adjustments to each of Benton PUD's Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load schedule(s) up to the earlier of 45 minutes prior to the hour of delivery or 25 minutes prior to the earliest of the transmission real-time scheduling deadlines associated with delivery of power to Benton PUD's Total Retail Load.

Benton PUD shall submit all required real-time scheduling information in a format specified by Power Services.

4.2 Other Scheduling Requirements for TSS-Partial

4.2.1 Special Provisions for Benton PUD's TSS-Partial

None at this time.

4.2.2 Events, Charges for Events, BPA-Required Removal

BPA shall charge Benton PUD for TSS-Partial events, as defined in BPA's applicable Power Rate Schedules and GRSPs, for each of its Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load consistent with the rates, terms and conditions for TSS-Partial specified in BPA's applicable Power Rate Schedules and GRSPs.

If Benton PUD has five or more TSS-Partial events in one month for any of its Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load, then BPA may require the removal of Benton PUD's TSS-Partial for that resource. BPA will consider the circumstances of the five or more events in determining if BPA will require removal of TSS-Partial. After such consideration, BPA shall unilaterally determine if Benton PUD must purchase TSS-Full.

If BPA has removed TSS-Partial for such Dedicated Resource or Consumer-Owned Resource serving On-Site Consumer Load pursuant

to this section 4.2 of this exhibit, then Benton PUD may request TSS-Partial for the resource by July 15 of a subsequent Forecast Year; however, BPA, at its discretion, may deny such a request.

4.3 Transmission Curtailments

4.3.1 Transmission Curtailment Management Service (TCMS)

As a feature of TSS, BPA shall provide TCMS for certain Benton PUD Dedicated Resources that require an E-Tag for delivery. TCMS coverage shall apply when Transmission Events impact eligible resources, with certain limitations as described throughout this section 4.3. TCMS and Transmission Events do not apply to Consumer-Owned Resources serving On-Site Consumer Load.

In accordance with the BPA OATT, TCMS coverage shall not apply while Transmission Services is redispatching Benton PUD's Dedicated Resource(s) to serve Benton PUD's load during a Transmission Event.

4.3.2 Curtailment and Outage Terms and Conditions for Resources without TCMS

This section 4.3.2 shall apply to Benton PUD's Dedicated Resources for which Power Services is not providing TCMS coverage.

4.3.2.1 If a Transmission Curtailment occurs prior to 45 minutes before the hour of delivery, then Benton PUD shall be responsible for securing replacement energy or alternate transmission, arranging delivery to the Balancing Authority Area in which Benton PUD is located, and notifying Power Services of the revised delivery schedule prior to 45 minutes before the hour of delivery.

If Power Services is unable to secure secondary network transmission for the replacement resource because Benton PUD did not notify Power Services of the revised delivery schedule prior to 45 minutes prior to the hour of delivery or secondary network transmission is unavailable, then Benton PUD shall be subject to charges consistent with the provisions of this Agreement and all related products and BPA's applicable Power Rate Schedules and GRSPs, including Unauthorized Increase Charges.

4.3.2.2 Power Services shall not accept replacement delivery schedules for Transmission Curtailments that occur less than 45 minutes before the delivery hour. Benton PUD shall be subject to charges consistent with the provisions of this Agreement and all related products and BPA's applicable Power Rate Schedules and GRSPs, including Unauthorized Increase Charges.

- 4.3.2.3 If a Planned Transmission Outage is announced prior to Benton PUD's submission of a delivery schedule in pre-schedule, then Benton PUD shall be responsible for securing replacement energy or alternate transmission, arranging delivery to the Balancing Authority Area in which Benton PUD is located, and notifying Power Services of the revised delivery schedule prior to the preschedule deadline described in section 4.1 of this exhibit.

4.3.3 TCMS Coverage Eligibility, Determination and Termination

4.3.3.1 Eligibility of Resources Serving Transfer Service Load for TCMS Coverage

If a Dedicated Resource will serve load for which Power Services provides Transfer Service, then Power Services shall provide TCMS coverage in accordance with the following.

4.3.3.1.1 Firm Transmission

Power Services shall provide TCMS coverage for Benton PUD's Dedicated Resource if such resource has been granted firm transmission by all applicable transmission providers.

4.3.3.1.2 Mid-C Resource Over Non-Firm

- (1) Power Services shall provide TCMS coverage for Benton PUD's Dedicated Resource if such resource is: (1) a Western Systems Power Pool (WSPP) Schedule C market purchase delivered to the scheduling point of Mid-C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD; (2) a WSPP Schedule C market purchase from BPA at BPA Power (which does not need to be delivered to Mid-C); or (3) a market purchase under the Edison Electric Institute Master Power Purchase & Sale Agreement, Version 2.1 or its successor, Schedule P: "Firm (LD)" or "Firm (No Force Majeure)" delivered to the scheduling point of Mid-C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD. BPA will allow such Mid-C market purchases to be scheduled from Mid-C to BPA Power, as applicable, over non-firm secondary network transmission. And,
- (2) Benton PUD (A) revises Exhibit D to include the terms and conditions of a Mid-C Resource Over Non-Firm exchange of power with BPA;

and (B) revises Exhibit G to acknowledge the change in applicability of Exhibit G principles on its Mid-C Resource Over Non-Firm.

For purposes of this Exhibit F, such resource will be referred to as “Mid-C Resource Over Non-Firm”.

4.3.3.1.3 Actively Obtaining Firm Transmission

Power Services may, on a case-by-case basis and with certain limitations on the service, provide TCMS coverage for Benton PUD’s Dedicated Resource that has not yet been granted firm network transmission by all applicable transmission providers if Power Services and Benton PUD are actively engaged in the process of obtaining firm network transmission. Power Services and Benton PUD shall work cooperatively to obtain firm network transmission for the Dedicated Resource pursuant to the terms and conditions of section 3 of Exhibit G. Power Services shall have sole discretion in determining whether or not Power Services and Benton PUD are actively engaged in the process of obtaining firm network transmission. However, when making this determination Power Services shall use criteria including but not limited to: (1) the date Benton PUD requests that Power Services pursue firm network transmission; (2) the planned start date for service from the Dedicated Resource; (3) the location of the resource; (4) the potential for Transmission Curtailments associated with delivering the resource on non-firm transmission; (5) the status of any ongoing OASIS requests and studies related to the resource; and (6) the length of time Power Services and Benton PUD have been in the process of obtaining firm network transmission.

4.3.3.2 Eligibility of Resources Serving Directly-Connected Load for TCMS Coverage

If a Dedicated Resource is serving load that is directly-connected to the BPA transmission system and for which Power Services does not provide Transfer Service, Power Services shall provide TCMS coverage for Benton PUD’s Dedicated Resource in accordance with the following.

4.3.3.2.1 Firm Transmission

Power Services shall provide TCMS coverage for Benton PUD’s Dedicated Resource if such resource

has been granted firm transmission by all applicable transmission providers.

4.3.3.2.2 Mid-C Resource Over Non-Firm

Power Services shall provide TCMS coverage for Benton PUD's Dedicated Resource if such resource is: (1) a WSPP Schedule C market purchase delivered to the scheduling point of Mid-C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD; (2) a WSPP Schedule C market purchase from BPA at BPA Power (which does not need to be delivered to Mid-C); or (3) a market purchase under the Edison Electric Institute Master Power Purchase & Sale Agreement, Version 2.1 or its successor, Schedule P: "Firm (LD)" or "Firm (No Force Majeure)" delivered to the scheduling point of Mid-C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD. Such Mid-C or BPA Power market purchases shall be scheduled from Mid-C or the Federal Columbia River Power System to Benton PUD's Total Retail Load over non-firm secondary network transmission.

4.3.3.2.3 Actively Obtaining Firm Transmission

Power Services shall provide TCMS coverage for Benton PUD's Dedicated Resource if Benton PUD has submitted a request for firm network transmission to Transmission Services for such resource and that resource has been granted firm transmission by all other applicable providers, except as described in section 4.3.4.1 of this exhibit.

4.3.3.3 BPA's Determination for TCMS Coverage for Resources Serving Transfer Service Load

If, consistent with section 4.3.3.1.3 above, Benton PUD notifies Power Services that it is pursuing firm network transmission with all applicable transmission providers, and that resource will serve load for which Power Services provides Transfer Service, then Power Services shall provide Benton PUD with a determination of whether or not it may purchase such TCMS within 30 calendar days following Power Services' receipt of Benton PUD's notice.

4.3.3.4 Termination of TCMS Coverage

If, consistent with section 4.3.3.2.3 above, BPA is providing TCMS coverage to Benton PUD for a Dedicated Resource that has not been granted firm network transmission by

Transmission Services and a request for firm network transmission for such Dedicated Resource is withdrawn, or if such request is declined or invalidated without a timely resubmission of a similar request, then Benton PUD shall notify BPA immediately and BPA shall terminate the provision of TCMS for Benton PUD's Dedicated Resource ten Business Days after such notification.

If, consistent with section 4.3.3.1.3 above, BPA is providing TCMS to Benton PUD for a Dedicated Resource that has not been granted firm network transmission and BPA offers a revision to Exhibit J to add such resource to Benton PUD's section 7 of Exhibit J, and such revision to Exhibit J is not executed by Benton PUD within 30 calendar days of the offer, then BPA shall terminate the provision of TCMS for Benton PUD's Dedicated Resource ten Business Days following the aforementioned 30-day period.

4.3.4 Curtailment and Outage Terms and Conditions for Resources with TCMS Coverage

For Dedicated Resources that BPA is providing TCMS coverage for pursuant to the terms and conditions of section 4.3.3 above, however not including Mid-C Resources Over Non-Firm, BPA shall make replacement power available and not assess an Unauthorized Increase Charge for failure to deliver a Dedicated Resource associated with a Transmission Event through the duration of the Transmission Event, if any of the following occur:

- (1) the Transmission Event affects any firm Point-to-Point Transmission used to deliver the resource to Benton PUD's load; or,
- (2) the Transmission Event affects the secondary network transmission used to deliver the resource to Benton PUD's load; or,
- (3) Transmission Services has curtailed firm network transmission pursuant to section 33.6 or 33.7 of the BPA OATT; or,
- (4) the Transmission Event affects the firm network transmission obtained by Power Services from a Third-Party Transmission Provider and used to deliver the resource to Benton PUD's load.

For Mid-C Resources Over Non-Firm, in accordance with section 4.3.3.1.2 above, with TCMS coverage, BPA shall not assess an Unauthorized Increase Charge during any Transmission Event consistent with the Transfer Service Customers' Non-Federal Market Purchase Exchange terms and conditions in Exhibit D. Such

Exhibit D language may be added to this Agreement consistent with section 4.3.3.1.2 above.

For Mid-C Resources Over Non-Firm, in accordance with section 4.3.3.2.2 above, with TCMS coverage, BPA shall not assess an Unauthorized Increase Charge during any Transmission Event that is announced for the hour(s) of delivery that affects Benton PUD's Mid-C Resource Over Non-Firm, through the duration of the Transmission Event, if the Transmission Event affects the secondary network transmission used to deliver the resource between Mid-C or BPA Power and Benton PUD's load.

During any Planned Transmission Outage that impacts Benton PUD's Dedicated Resource with TCMS coverage, BPA may, at BPA's sole discretion, obtain alternate transmission from such resource to Benton PUD's load. If a Planned Transmission Outage affects a Dedicated Resource with TCMS coverage, then Power Services shall notify Benton PUD of such Planned Transmission Outage.

If a Planned Transmission Outage is cancelled or adjusted such that Benton PUD is able to deliver any portion of the resource to load normally during any portion of the previously announced Planned Transmission Outage, then Benton PUD shall do so.

4.3.4.1 Limitations on the Frequency of TCMS Coverage

If Benton PUD is purchasing TCMS for a Dedicated Resource with firm transmission from all applicable providers, then BPA shall provide TCMS without the following limits identified in this section 4.3.4.1.

If, pursuant to section 4.3.3 above, BPA has allowed Benton PUD to purchase TCMS for a resource that has not yet been granted firm network transmission but Benton PUD is actively engaged in the process of obtaining firm network transmission, then throughout each Fiscal Year for each such resource, BPA shall periodically assess how frequently TCMS has been needed during that Fiscal Year. If BPA determines that in such Fiscal Year TCMS has been used to replace such Dedicated Resource in ten separate occurrences, where each occurrence TCMS was used was due to a separate Transmission Event on a different day, and for a cumulative total of at least 168 hours, BPA may terminate Benton PUD's TCMS coverage for such resource 30 calendar days after providing notice to Benton PUD.

4.3.4.2 TCMS Payment Obligations

Benton PUD shall be subject to charges for TSS, including applicable costs for TCMS, consistent with the provisions of this Agreement and BPA's applicable Power Rate Schedules

and GRSPs, including any applicable Unauthorized Increase Charges. Additionally, during a Transmission Event, BPA shall not assess an Unauthorized Increase Charge on a Dedicated Resource with TCMS coverage; provided, however if Benton PUD applies a Mid-C Resource Over Non-Firm with TCMS coverage, then BPA shall not assess an Unauthorized Increase Charge if a Transmission Event affects the secondary network transmission used to deliver the power between Mid-C or BPA Power and Benton PUD's load.

4.3.5 TCMS Coverage after Termination

If TCMS coverage is terminated, pursuant to section 4.3.3 or 4.3.4.1 of this exhibit, Benton PUD shall be responsible for obtaining replacement power during any Transmission Event that impacts such Dedicated Resource and for any applicable Unauthorized Increase Charges that may apply pursuant to section 4.3.2 above.

In addition, for any resource for which BPA has terminated TCMS coverage due to frequency of use, as described in section 4.3.3 or 4.3.4.1 of this exhibit, BPA shall allow Benton PUD to resume purchasing TCMS for the resource only after Benton PUD notifies BPA that such resource has obtained firm network transmission.

5. E-TAGS

To the extent E-Tags are required by transmission provider(s), Power Services shall create all E-Tags necessary for delivery of (1) BPA-provided power to Benton PUD's Total Retail Load and (2) any of its Dedicated Resources or Consumer-Owned Resources serving On-Site Consumer Load if Benton PUD has elected TSS-Full. If Benton PUD has elected TSS-Partial for any of its Dedicated Resources or Consumer-Owned Resources serving On-Site Consumer Load, then Benton PUD shall create all E-Tags necessary for delivery of such resource(s) to Benton PUD's Total Retail Load.

6. GENERATION IMBALANCE

Benton PUD shall be responsible for costs associated with deviations between the scheduled Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load for an hour and the actual generation produced across such hour; provided, however, if Benton PUD submits a delivery schedule consistent with all provisions of this exhibit and BPA receives that delivery schedule, and a generation imbalance results from a BPA scheduling error, then BPA shall accept responsibility for the generation imbalance associated with the BPA scheduling error.

7. CHARGES

If Benton PUD fails to submit prescheduling or real-time scheduling information to BPA as required and by the deadlines in section 4 of this exhibit, then Benton PUD may be subject to applicable Unauthorized Increase Charges, consistent with BPA's applicable Power Rate Schedules and GRSPs.

8. AFTER THE FACT

BPA and Benton PUD shall reconcile all transactions, schedules and accounts at the end of each month (as early as possible within the first ten calendar days of the next month). BPA and Benton PUD shall verify all transactions pursuant to this Agreement as to product or type of service, hourly amounts, daily and monthly totals, and related charges.

9. REVISIONS

BPA may unilaterally revise this exhibit:

- (1) to implement changes that BPA determines are reasonably necessary to allow it to meet its power and scheduling obligations under this Agreement, or
- (2) to comply with requirements of Western Electricity Coordinating Council (WECC), North American Energy Standards Board (NAESB), or NERC, WRAP or their successors or assigns.

BPA shall provide a draft of any unilateral revisions of this exhibit to Benton PUD, with reasonable time for comment, prior to BPA providing written notice of the revision. Such revisions will be effective no sooner than 45 calendar days after BPA provides written notice of the revisions to Benton PUD unless, in BPA's sole judgment, less notice is necessary to comply with an emergency change to the requirements of WECC, NAESB, NERC, WRAP or their successors or assigns. In such circumstances, BPA shall specify the effective date of such revisions.

All other changes to this Exhibit F will be made by mutual agreement of the Parties.

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Exhibit G

TERMS RELATED TO TRANSFER SERVICE

As provided by section 14.6.7 of the body of this Agreement, if Benton PUD acquires a Transfer Service Eligible Resource, then BPA's support and financial assistance to Benton PUD shall be consistent with the terms and conditions in this exhibit.

1. DEFINITIONS

- 1.1 "Fiscal Year Transfer Cap" means the annual Average Megawatt cap described in section 2 of this exhibit. The Fiscal Year Transfer Cap establishes the limit under which BPA will provide financial support for Transfer Service to customers' Network Resources.
- 1.2 "Initial Transfer Study Deposit" means the amount of dollars required by a Third-Party Transmission Provider to initiate a Transfer Study.
- 1.3 "Last Transfer Segment" means the transmission and/or distribution facilities of the Third-Party Transmission Provider that (1) interconnect directly to a customer's transmission or distribution facilities, (2) interconnect to BPA transmission facilities that subsequently interconnect with a customer's transmission or distribution facilities, or (3) for deliveries to Transfer Service PODs where BPA uses the facilities of multiple Third-Party Transmission Providers, as noted in Exhibit E, to deliver Firm Requirements Power and Surplus Firm Power from the Primary Points of Receipt to the required facilities of each of these Third-Party Transmission Providers.
- 1.4 "Network Load" shall have the meaning as defined in the Federal Energy Regulatory Commission's (FERC's) current pro forma Open Access Transmission Tariff (OATT), or its successor.
- 1.5 "Network Resource" shall have the meaning as defined in the current FERC pro forma OATT, or its successor. In addition, the term "Network Resource" means any Transfer Service Eligible Resource that has been acquired by a customer and for which the customer has begun the process of acquiring firm transmission to serve the customer's Transfer Service POD(s).
- 1.6 "Transfer Market Purchase" means, for purposes of this Exhibit G, a power purchase or resource that a customer uses to displace a Network Resource.
- 1.7 "Transfer Request" means the written notification by BPA to a Third-Party Transmission Provider to start the required process to accommodate new or modified Transfer Service.
- 1.8 "Transfer Study" means a system impact study, feasibility study, facilities study, or other such study required by a Third-Party Transmission Provider following submission of a Transfer Request.

2. ESTABLISHED CAPS AND LIMITATIONS

- 2.1 This section 2.1 shall not apply for any Transfer Service Eligible Resource: (1) serving a Planned NLSL or an NLSL pursuant to section 1 of Exhibit D and for which BPA is passing through the cost of Transfer Service pursuant to section 14.6.7.1, (2) serving a portion of Benton PUD's Total Retail Load that Benton PUD is obligated to serve with BPA-provided electric power pursuant to this Agreement, or (3) that Benton PUD is not acquiring and paying for transmission service from Transmission Services for that Transfer Service Eligible Resource. For all other Transfer Service Eligible Resources, BPA shall provide financial support for the transmission capacity associated with the Transfer Service Eligible Resource to all Transfer Service customers up to a maximum of 41 MW per Fiscal Year, cumulative over the duration of this Agreement. This cumulative megawatt limit is shown in the table below.

Fiscal Year	Per Year MW Limit	Cumulative MW Limit
FY 2029	41	41
FY 2030	41	82
FY 2031	41	123
FY 2032	41	164
FY 2033	41	205
FY 2034	41	246
FY 2035	41	287
FY 2036	41	328
FY 2037	41	369
FY 2038	41	410
FY 2039	41	451
FY 2040	41	492
FY 2041	41	533
FY 2042	41	574
FY 2043	41	615
FY 2044	41	656

- 2.2 Application of section 14.6.7 of the body of this Agreement and section 3.2 of this exhibit shall be on a first come, first served basis in each year based on the date each request is received by BPA. Requests not met, in whole or in part, in any Fiscal Year will have priority over subsequent requests the following year. Once granted, BPA shall honor such request for the duration of the resource acquisition period, not to exceed the term of this Agreement.

3. TRANSFER SERVICE FOR TRANSFER SERVICE ELIGIBLE RESOURCES

The terms and conditions of this section 3 are intended to serve as an enabling agreement under which BPA will offer specific terms for delivering Network Resources to Benton PUD's Transfer Service PODs, as identified in Exhibit E. Each Network Resource serving Benton PUD's Transfer Service PODs will result in specific terms and conditions, negotiated by the Parties, and be included in section 7 of Exhibit J.

3.1 Obtaining Transfer Service Support

3.1.1 Customer Application

Benton PUD shall have the right to request Transfer Service support over the Last Transfer Segment from BPA for the delivery of any Transfer Service Eligible Resource that Benton PUD intends to acquire to serve its Transfer Service POD(s), provided that such request shall be for service of at least one year in duration. Benton PUD's request shall comply with the requirements of this section 3.1 and shall be subject to the limitations of section 2 of this exhibit.

To request Transfer Service support from BPA for delivery of any Transfer Service Eligible Resource, Benton PUD shall complete and submit to BPA the application form that BPA shall make available at a publicly accessible website.

Benton PUD's submission of the application to BPA begins the process of acquiring firm transmission for the Transfer Service Eligible Resource. From the submission forward, the Transfer Service Eligible Resource will be referred to as a Network Resource. Benton PUD shall submit its completed application form to BPA at least one year prior to the date Benton PUD anticipates it will start receiving energy from its Network Resource and BPA shall acquire, if possible, firm transmission service for Benton PUD's Network Resource over the Last Transfer Segment.

On a case-by-case basis, BPA may, but is not obligated to, consider Transfer Service support requests to obtain firm transmission service for a Network Resource made less than one year prior to the date Benton PUD anticipates it will start receiving energy from that Network Resource.

3.1.2 BPA Notice and Completing Customer Application

Within ten Business Days of BPA's receipt of Benton PUD's application, BPA shall notify Benton PUD as to the status of the application. Such notice shall inform Benton PUD of the following: (1) whether the information provided in the submitted application form is sufficient for BPA to request firm transmission service for Benton PUD's Network Resource, (2) whether the amount of Transfer Service requested for Benton PUD's Network Resource exceeds, or partially exceeds, the current Fiscal Year Transfer Cap, and (3) whether the amount of Transfer Service requested for Benton PUD's Network Resource exceeds, or partially exceeds BPA's forecast of Benton PUD's minimum hourly load for Benton PUD's Transfer Service POD(s).

If BPA determines the information in Benton PUD's application is insufficient, then BPA may ask Benton PUD for additional information to support BPA's efforts to secure firm transmission

service. Benton PUD shall provide BPA with the requested information within ten Business Days or within such time as the Parties may agree.

If Benton PUD's request exceeds or partially exceeds the current Fiscal Year Transfer Cap, then Benton PUD shall notify BPA within ten Business Days after receipt of BPA's notification whether Benton PUD will withdraw or proceed with its application.

If Benton PUD's request exceeds or partially exceeds BPA's forecast of their minimum hourly load for Benton PUD's Transfer Service POD(s), then Benton PUD shall revise its application within ten Business Days after receipt of BPA's notification so that the Network Resource does not exceed or partially exceed its minimum load.

3.1.3 Obtaining Firm Transmission Service

Once the Parties have completed the requirements in sections 3.1.1 and 3.1.2 of this exhibit, BPA shall pursue designation of the Network Resource and request firm transmission service from the Third-Party Transmission Provider. If the Third-Party Transmission Provider requests from BPA more information than Benton PUD provided in its completed application form, then the Parties shall obtain and provide such information to the Third-Party Transmission Provider within ten Business Days of the Third-Party Transmission Provider's request.

If the Third-Party Transmission Provider informs BPA that studies are, or construction may be, required to provide firm transmission service for Benton PUD's Network Resource, then BPA shall notify Benton PUD of such studies or construction requirements. If, based on such studies or construction, Benton PUD chooses to withdraw its request, then Benton PUD shall notify BPA within five Business Days of receiving notice from BPA of such requirements. If no notice of withdrawal is received, then BPA shall proceed with firm transmission service acquisition for Benton PUD's Network Resource and BPA shall pass through to Benton PUD all study and construction related costs the Third-Party Transmission Provider charges to BPA.

BPA shall make reasonable efforts to coordinate with Benton PUD and the Third-Party Transmission Provider to complete the firm transmission service acquisition process as described in this section 3.1.3.

3.1.4 Unavailable Firm Transmission Service for a Network Resource

If the Third-Party Transmission Provider has not agreed to provide firm transmission services for Benton PUD's Network Resource within the requested timeframe, then BPA shall not be liable to Benton PUD

for any costs or penalties Benton PUD may incur associated with the lack of firm transmission service. Further, BPA shall not be obligated to obtain Transfer Service for such Network Resource. Benton PUD may submit a subsequent request for such Network Resource or another resource pursuant to section 3.1.1 of this exhibit. Such subsequent request may obligate BPA to obtain Transfer Service pursuant to terms of this exhibit and section 14 of the body of this Agreement.

BPA shall pass through to Benton PUD any costs assessed by the Third-Party Transmission Provider regarding Benton PUD's request for Transfer Service support, regardless of whether firm transmission service is obtained for Benton PUD's Network Resource.

3.2 Parties' Payment Obligations

Once BPA has obtained firm transmission service for Benton PUD's Network Resource from the Third-Party Transmission Provider, the Parties shall be responsible for costs as follows:

3.2.1 Customer Obligations

Benton PUD shall be responsible for acquiring firm transmission service, and paying for all costs associated with such firm transmission service, necessary to deliver the Network Resource across all intervening transmission systems to the Last Transfer Segment. These costs may include but are not limited to all costs related to transmission, system impact studies, facilities studies, interconnection studies, generation imbalance, and any ongoing costs associated with Benton PUD's Network Resource interconnection.

3.2.2 BPA Obligations

BPA's obligation to acquire and pay for the Transfer Service costs pursuant to section 14.6 of the body of this Agreement for Benton PUD's Transfer Service Eligible Resources is limited to Network Resources delivered over the Last Transfer Segment.

BPA shall have no obligation to acquire or pay for Transfer Service for Transfer Service Eligible Resources if the Parties have not agreed to include such Transfer Service Eligible Resource and the applicable terms and conditions in section 7 of Exhibit J.

3.2.3 Customer Obligation to Pay BPA

BPA shall pass through to Benton PUD and Benton PUD shall pay BPA certain Transfer Service costs associated with any Network Resource pursuant to this exhibit and section 14.6 of the body of this Agreement and stated in section 7 of Exhibit J.

3.2.3.1 Pass Through of Network Resource Specific Ancillary Services and Other Costs

BPA shall pass through to Benton PUD any costs of ancillary services associated with Transfer Service for Benton PUD's Network Resource(s).

BPA shall also pass through to Benton PUD the costs of all other transmission services for Network Resource deliveries including, but not limited to: redispatch costs, congestion management costs, costs associated with adding the Transfer Service Eligible Resource generation as a Network Resource, any costs associated with generation interconnection, direct assigned system upgrade costs, and distribution and low-voltage charges, if applicable.

Such pass through of costs shall be set forth in section 7 of Exhibit J.

3.2.4 Reimbursement of Transfer Costs Above Fiscal Year Transfer Cap

If BPA's Fiscal Year Transfer Cap will be exceeded by Benton PUD's Network Resource and Benton PUD elects to have BPA obtain firm transmission service for Benton PUD's Network Resource pursuant to section 3.1.2 of this exhibit, then BPA shall pass through to Benton PUD all charges assessed by the Third-Party Transmission Provider associated with the delivery of that portion of Benton PUD's Network Resource which exceeds the Fiscal Year Transfer Cap. Benton PUD's reimbursement of costs shall continue until such time as the Fiscal Year Transfer Cap increases and all of Benton PUD's Network Resource may be accommodated under the Fiscal Year Transfer Cap, as described in section 2.2 of this exhibit.

3.3 Network Resource Section of Exhibit J

Consistent with the requirements of this exhibit, the Parties shall include the details and any additional terms and conditions of Transfer Service for each Network Resource that Benton PUD is using to serve its Transfer Service POD(s) in the Network Resource section 7 of Exhibit J.

3.3.1 Requirements for Adding the Network Resource to Section 7 of Exhibit J

Once Benton PUD's Network Resource has firm transmission from the Third-Party Transmission Provider, the Parties shall revise section 7 of Exhibit J to add resource-specific information regarding charges and the terms and conditions for the delivery of Benton PUD's Network Resource, including the cost responsibilities for delivering the Network Resource.

3.3.2 Revisions to Benton PUD's Network Resource

If any information for Benton PUD's Network Resource in section 7 of Exhibit J changes at any time during the term of this Agreement, then the Party that is aware of such change shall notify the other Party. The Parties shall revise the information for Benton PUD's Network Resource consistent with the change. Such information may require additional changes to the designation of the Network Resource and may require a new Transfer Request.

3.4 Other Requirements and Limitation on Network Resources

3.4.1 Hourly Transfer Service Limit

Benton PUD's hourly right to Transfer Service for the Network Resource(s) shall not exceed Benton PUD's Transfer Service POD(s) on any hour.

3.4.2 Resource Removal

BPA shall not obtain or pay for Transfer Service for that portion of Benton PUD's Network Resource, or a former Network Resource, that has been removed pursuant to section 10 of the body of this Agreement. If a Network Resource has been removed or is no longer being used to serve Benton PUD's Transfer Service POD(s), then BPA may permanently or temporarily undesignate such Network Resource.

3.4.3 Generation Metering Requirements

Benton PUD shall ensure that any Network Resource that is a Generating Resource meets the metering requirements specified in section 15 of the body of this Agreement and any metering requirements of the generation host Balancing Authority and the Third-Party Transmission Provider.

3.4.4 Scheduling Requirements

Benton PUD shall be responsible for managing its Network Resource consistent with Exhibit F.

3.5. Undesignation of Network Resource

After BPA has obtained Network Resource designation for Benton PUD's Transfer Service Eligible Resource from the Third-Party Transmission Provider, BPA shall not undesignate such Network Resource except pursuant to section 3.4.2 of this exhibit or for the purposes of accommodating Benton PUD's load growth planning. Such undesignation and any subsequent designation shall be consistent with Exhibit A and section 3.1 of this exhibit.

Following any undesignation of a Network Resource, the Parties shall revise section 7 of Exhibit J to reflect such undesignation.

3.6 **Transfer Market Purchases**

After BPA has obtained firm transmission service for Benton PUD's designated Network Resource, Benton PUD may use a Transfer Market Purchase to displace the designated Network Resource, which BPA shall schedule on secondary network service, provided that:

- (1) such Transfer Market Purchase is only scheduled in preschedule and not modified in real time, consistent with section 4 of Exhibit F, and such Market Purchase is at least one calendar day in duration;
- (2) the megawatt amount of the Transfer Market Purchase does not exceed the amount of the Network Resource that Benton PUD would have scheduled to its load;
- (3) Benton PUD does not, under any circumstances, remarket its Network Resource or perform any other operation that would cause BPA to be in violation of its obligations under the Third-Party Transmission Provider's OATT;
- (4) Benton PUD is responsible for acquiring transmission service, and paying for the costs associated with such transmission service, necessary to deliver the Transfer Market Purchase to the Last Transfer Segment. These costs include, but are not limited to, any additional energy imbalance, redispatch, and Unauthorized Increase Charges that result from a transmission curtailment that impacts the resulting secondary network schedule; and,
- (5) Benton PUD shall pay all cost obligations described in section 3.2 of this exhibit.

If Benton PUD violates any of the criteria listed above, BPA shall immediately cease obtaining Transfer Service for Benton PUD for purposes of displacing Benton PUD's Network Resource(s) with Transfer Market Purchases. Such prohibition shall apply to all Network Resources listed in section 7 of Exhibit J, and the prohibition shall continue for the remaining term of this Agreement unless otherwise agreed by BPA in BPA's sole discretion. BPA shall pass through to Benton PUD all penalties, or other assessed costs, that result from Benton PUD violating the conditions of this section 3 and section 7 of Exhibit J.

3.7 **Transfer Service Using Non-OATT Agreements**

When BPA provides Transfer Service to Benton PUD pursuant to a non-OATT agreement, and notwithstanding the OATT-specific definitions, descriptions and procedures defined in this exhibit, BPA shall, at its sole discretion, determine the appropriate Transfer Service arrangement for Benton PUD's Network Resource. In such instance, Benton PUD's Transfer Service Eligible Resource shall have characteristics comparable to a Network Resource, and Benton PUD shall comply with the timelines and information sharing requirements described in section 3.1 of this exhibit and shall be

responsible for direct payment and pass through costs on an equivalent basis to what is described in section 3.2 of this exhibit.

3.8 Duties of Cooperation

The Parties shall cooperate to establish the protocols, provisions, and other arrangements that are reasonably necessary to:

- (1) manage any particular characteristic of Benton PUD's Network Resource(s), and
- (2) ensure that BPA is able to meet its obligations to the Third-Party Transmission Provider as set out in the applicable transmission service contract.

Such protocols, provisions, and other arrangements shall be reflected in section 7 of Exhibit J.

Requests by either Party for expedited provision of information shall not be unreasonably denied.

4. TERMS AND CONDITIONS FOR ACQUIRING NEW OR MODIFIED TRANSFER SERVICE

4.1 BPA's Agreement to Pursue New or Modified Transfer Service

4.1.1 Benton PUD may request that BPA submit a Transfer Request to a Third-Party Transmission Provider. BPA will consult with Benton PUD to determine the information needed to submit such Transfer Request. The Parties shall confirm, in writing, their intent to pursue a Transfer Study, if required, including the information to be included in the Transfer Request and the amount of the Initial Transfer Study Deposit. Within 30 calendar days after the Parties consult, BPA shall submit a Transfer Request to the Third-Party Transmission Provider based on the information provided.

4.1.2 If the Third-Party Transmission Provider requests more information than BPA-provided in the Transfer Request, then the Parties shall obtain and provide such information to the Third-Party Transmission Provider within ten Business Days of the Third-Party Transmission Provider's request.

If the Third-Party Transmission Provider informs BPA that a Transfer Study is required, then BPA shall notify Benton PUD of such study. If, based on such Transfer Study requirement, Benton PUD chooses to withdraw its request, then Benton PUD shall notify BPA within five Business Days of receiving notice from BPA of such requirements. If no notice of withdrawal is received, then BPA shall continue to proceed with the Transfer Study. If Benton PUD informs

BPA it does not wish to proceed, then BPA shall withdraw the Transfer Request from the Third-Party Transmission Provider.

- 4.1.3 BPA shall initially pay the Third-Party Transmission Provider for all costs associated with the Transfer Request or the Transfer Study. BPA shall pass through all such costs to Benton PUD, subject to the limitations set forth in section 4.2 of this exhibit.
- 4.1.4 BPA's obligations under this section 4 are limited to submitting a Transfer Request to, or requesting a Transfer Study from, a Third-Party Transmission Provider and initially incurring any costs associated with such requests. BPA shall not be held liable to Benton PUD for any acts, omissions, or failures by the Third-Party Transmission Provider related to any Transfer Requests or Transfer Studies. BPA shall not be required to take any further action as a result of this section 4, including but not limited to any of the following:
 - (1) renewing or modifying the Transfer Service agreement between BPA and the Third-Party Transmission Provider;
 - (2) negotiating or entering into a new transmission arrangement between BPA and the Third-Party Transmission Provider; or
 - (3) agreeing to or incurring costs associated with any construction, upgrades, or other improvements to Benton PUD's, BPA's, or the Third-Party Transmission Provider's facilities. The Parties shall revise Exhibit D to include terms and conditions associated with any direct assignment of such costs.
- 4.1.5 If, for any reason, the Third-Party Transmission Provider requires BPA to agree to any of the actions identified in section 4.1.4 above, then BPA may withdraw the Transfer Request and terminate the Transfer Study immediately after providing Benton PUD notice of its intent to do so.

4.2 Coordination of Costs Beyond the Initial Transfer Study Deposit
As stated in section 4.1.3 of this exhibit, BPA shall pass through to Benton PUD all costs associated with a Transfer Request or Transfer Study. BPA shall notify and request confirmation related to a Transfer Request or Transfer Study from Benton PUD pursuant to the notification provisions of section 4.2.1 below.

- 4.2.1 If BPA is notified that the costs associated with a Transfer Request or Transfer Study are likely to exceed the Initial Transfer Study Deposit, prior to BPA taking any action that would result in BPA incurring costs that exceed the Initial Transfer Study Deposit, then BPA shall notify and request confirmation from Benton PUD to determine if Benton PUD would like to proceed. BPA will notify Benton PUD in

writing as soon as practicable following notice of such additional costs from the Third-Party Transmission Provider. If the amount of such costs is not known, then the following additional provisions shall apply:

- (1) BPA may request an estimate of such costs from the Third-Party Transmission Provider and provide that estimate to Benton PUD; or
- (2) BPA may estimate the amounts of such costs and provide those amounts to Benton PUD.

Estimates under sections 4.2.1(1) and 4.2.1(2) above, if any, shall not be binding on BPA and shall not alter Benton PUD's obligation to pay or reimburse BPA for the final actual costs.

4.2.2 Benton PUD shall notify BPA in writing by the date specified by BPA in the notice in section 4.2.1 of this exhibit (which shall not be less than seven Business Days) regarding whether BPA should or should not agree to incur such costs.

- (1) If BPA receives a timely notice as stated in this section 4.2.2 in which Benton PUD requests that BPA agree to incur the costs identified in a notice as stated in section 4.2.1, then BPA shall agree to incur the costs.
- (2) If BPA receives a timely notice as stated in this section 4.2.2 in which Benton PUD requests that BPA not agree to incur a cost identified in a notice as stated in section 4.2.1 of this exhibit, then: (A) BPA shall not agree to incur such costs; and (B) BPA shall have the right to immediately withdraw the Transfer Request and terminate the Transfer Study process.
- (3) If BPA does not receive a timely notice as stated in section 4.2.1 of this exhibit, then BPA shall have the right to continue the Transfer Study process and pass through the additional costs to Benton PUD.

5. REVISIONS

Revisions to this Exhibit G will be made by mutual agreement of the Parties.

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Exhibit H

RENEWABLE ENERGY CERTIFICATES AND ENVIRONMENTAL ATTRIBUTES

1. PURPOSE AND INTENT; DISCLAIMER

The Parties acknowledge that: different jurisdictions, regulatory programs, and entities (federal, state, county, cities, and others) have different definitions for environmental attributes, renewable energy credits/certificates, emissions credits, and similar instruments; the various jurisdictions, programs, and entities are inconsistent in how they define and address these concepts; and these concepts are continually evolving. Accordingly, through this Agreement BPA does not attempt to define these concepts other than by reference to how they may be defined by others, and BPA does not represent or warrant that the items conveyed in this Exhibit H are suitable for a particular purpose or regulatory program. Whatever the regulatorily-defined environmental and non-power characteristics are of the power that customers buy from BPA, the purpose and intent of this Exhibit H is to convey to Benton PUD, in accordance with this Exhibit H, all Environmental Attributes, if any, and to the extent they exist, associated and commensurate with the physical amount of power Benton PUD buys from BPA and the Attribute Pools associated with Benton PUD's purchase obligation under this Agreement. This Exhibit H accomplishes this by BPA: (1) agreeing to register applicable generation, (2) providing for the creation of an Environmental Attribute Accounting Process, (3) producing Inventories of RECs based on power generated, (4) committing to transfer Benton PUD's share of RECs based on its BPA power purchases and as determined in accordance with this Exhibit H to Benton PUD, (5) committing to provide an emissions accounting and non-emitting generation accounting for customers' use, and (6) undertaking the other actions identified in this exhibit below.

2. DEFINITIONS

- 2.1 "Attribute Pools" means the results calculated in the Environmental Attribute Accounting Process whereby the physical resources and forecasted power deliveries associated with each of BPA's rates and firm power obligations are determined for the upcoming Rate Period.
- 2.2 "Emissions Allowance" means an authorization in a given jurisdiction to emit a specified amount of carbon dioxide equivalent or other measurement of greenhouse gases, and documented as an emissions credit, certificate, or similar instrument.
- 2.3 "Environmental Attribute Accounting Process" means the public process BPA will conduct each Rate Case Year, after the conclusion of each routine power rate 7(i) Process, during which the allocation methodology and Attribute Pools for BPA's Environmental Attributes for the upcoming Rate Period will be determined.
- 2.4 "Environmental Attributes" means the environmental and non-power characteristics of power, however defined or titled and arising under any federal, state, or local law or regulation, including but not limited to current

or future certificates, credits, benefits, and avoided emissions attributable to the generation of energy from a resource. Environmental Attributes do not include the tax credits associated with such resource. One megawatt-hour of energy generation from a resource is associated with one megawatt-hour of Environmental Attributes.

- 2.5 “Inventory” or “Inventories” means the Environmental Attributes, including RECs, that are attributable to the output of generation resources, by Attribute Pool(s).
- 2.6 “Renewable Energy Certificates” or “Renewable Energy Credits” or “RECs” means the tradeable certificates, credits, documentation, or other evidence that demonstrates: (1) that the electricity was generated from a renewable or non-emitting energy generating unit and (2) proof of ownership of the Environmental Attributes of such generated electricity in a REC tracking system. Some jurisdictions and regulatory programs may interpret a REC to include the emissions avoided by the generation of electricity by a renewable or non-emitting generating unit. For purposes of such situations, the Parties’ intent is that the RECs conveyed herein include the associated Environmental Attributes; however, this conveyance is not intended to impact BPA’s reporting in any generation-based emission programs where REC retirement is not required. One megawatt-hour of energy generation from a resource registered with the tracking system under section 5 is associated with one REC.
- 2.7 “Retire” or “Retirement” means an action taken to remove a REC from circulation within a REC tracking system.

3. **ENVIRONMENTAL ATTRIBUTE INVENTORY AND ACCOUNTING**

The Parties acknowledge that the Environmental Attribute accounting outlined below will be provided consistent with physical deliveries of power.

3.1 **Registration of Renewable Energy Generating Units**

BPA shall take all reasonable steps to register the applicable renewable energy generating units in BPA’s system mix, including any hydro resources, with the tracking system selected under section 5 of this Exhibit H.

3.2 **Environmental Attribute Accounting Process**

Starting after issuance of the Final ROD of the BP-29 power rate 7(i) Process, and after the issuance of the Final ROD in each subsequent routine power rate 7(i) Process thereafter through the term of the Agreement, BPA shall conduct an Environmental Attribute Accounting Process for each upcoming Rate Period.

3.3 **REC Inventory Accounting**

No later than April 15, 2030, and by each April 15 over the remaining term of this Agreement, BPA shall calculate its Inventory for RECs for each Attribute Pool created during the prior calendar year in the applicable Environmental Attribute Accounting Process for the applicable Rate Period.

3.4 Emission Accounting

No later than June 1, 2029 and by each June 1 thereafter, and as an outcome of the Environmental Attribute Accounting Process, BPA will provide emission accounting information and, if applicable, will provide such information consistent with state rules.

3.5 Non-Emitting Electric Generation Accounting

No later than June 1, 2029 and by each June 1 thereafter, and as an outcome of the Environmental Attribute Accounting Process, BPA will provide non-emitting electric generation accounting information and, if applicable, will provide such information consistent with state rules.

4. CUSTOMER'S SHARE OF RECS

All capitalized terms used in this paragraph and the related underlying processes described in this paragraph shall be as defined, determined and calculated under Benton PUD's Regional Dialogue CHWM Contract. By April 15, 2029, BPA shall transfer to Benton PUD or manage a pro rata share of Available Tier 1 RECs from calendar year 2028 based on Benton PUD's FY 2028 RHWM divided by the total FY 2028 RHWMs of all customers with Regional Dialogue CHWM Contracts. BPA shall also transfer to Benton PUD its share of Tier 2 RECs, if applicable, generated during calendar year 2028. Benton PUD agrees that its REC transfer or management election (WREGIS account, WREGIS subaccount, or remarketing) for Fiscal Year 2028 shall apply for all calendar year 2028.

By April 15, 2030, and by each April 15 over the remaining term of this Agreement, BPA shall determine Benton PUD's share of RECs as a pro rata share of the actual megawatt-hours of power Benton PUD purchased from BPA the prior calendar year under this Agreement. Benton PUD's pro rata share of each Inventory of RECs shall be calculated as the actual megawatt hours of power Benton PUD purchased from BPA under this Agreement during the prior calendar year from the applicable Attribute Pool divided by the sum of all power purchased from BPA for the applicable Attribute Pool.

5. TRANSFER AND TRACKING OF RECS

By December 1, 2029, Benton PUD shall provide written notice to BPA stating which one of the three options below it elects for the transfer of Benton PUD's share of RECs, for the remaining term of the Agreement. However, Benton PUD may change its transfer election for the remaining term of the Agreement by providing written notice to BPA of such change by December 1, 2030 or by any December 1 over the remaining term of the Agreement.

- (1) BPA shall transfer Benton PUD's share of RECs into Benton PUD's own Western Renewable Energy Generation Information System (WREGIS) account, which shall be established by Benton PUD; or
- (2) BPA shall transfer Benton PUD's share of RECs into a BPA-managed WREGIS subaccount. Such subaccount shall be established by BPA on

Benton PUD's behalf and the terms and conditions of which shall be determined by the Parties in a separate agreement; or

- (3) BPA shall transfer Benton PUD's share of RECs into a third party-managed WREGIS account. Benton PUD shall notify BPA of the third-party WREGIS account number in its notice provided pursuant to this section 5.

By April 15, 2030, and by each April 15 over the remaining term of this Agreement, BPA shall transfer Benton PUD's share of RECs from the prior calendar year to Benton PUD via WREGIS in accordance with its transfer election.

If Benton PUD's WREGIS account number has changed, then Benton PUD shall notify BPA of such change by December 1, 2028 and by each December 1 over the remaining term of this Agreement.

All references to WREGIS in this Exhibit H should be understood to mean WREGIS or a comparable commercial tracking system. BPA may change commercial tracking systems with reasonable advance notice to Benton PUD. In such case, the Parties shall establish a comparable process for BPA to provide Benton PUD its share of RECs.

6. FEES

BPA shall pay any reasonable fees associated with: (1) the transfer of Benton PUD's RECs into any WREGIS account or WREGIS subaccount and (2) the establishment of any WREGIS subaccounts in Benton PUD's name pursuant to section 5 of this exhibit. Benton PUD shall pay all other fees associated with any WREGIS or successor commercial tracking system, including WREGIS Retirement, reserve, and export fees.

7. EMISSION ALLOWANCES

7.1 BPA Compliance with Emission Allowance Program(s)

If over the term of this Agreement BPA incurs an emissions compliance obligation placed on electricity importers that provide power to Benton PUD's service territory, and if based on that compliance program:

- (1) BPA is obligated to obtain Emission Allowances sufficient to cover power purchased under this Agreement to Benton PUD, and
- (2) Benton PUD is eligible to receive Emission Allowances at no cost from Benton PUD's applicable jurisdiction and which can be used directly for compliance,

then Benton PUD shall transfer, or otherwise provide, Emission Allowances to BPA on the schedule and in the amount agreed to by BPA and Benton PUD that is sufficient to satisfy BPA's compliance obligations that arise in order to serve Benton PUD's load in its state.

The Parties shall revise section 7.2 below to include the specific terms and conditions, such as the calculation of the Emission Allowances to be transferred, and cost responsibilities, if any, associated with the transfer of Emission Allowances to BPA.

If Benton PUD elects to not revise this Exhibit H to include applicable special provisions in section 7.2 below, then BPA shall apply and Benton PUD shall pay the applicable Emissions Allowance costs through charges established in the BPA Power Rate Schedules and GRSPs.

7.2 Transfer of Emission Allowances to BPA

Placeholder for special provisions.

8. REVISIONS

BPA may unilaterally revise this exhibit:

- (1) to add or remove the terms and conditions of Benton PUD's WREGIS subaccount following either Benton PUD's election of a WREGIS subaccount pursuant to section 5 of this exhibit or either Party's notice for termination of a WREGIS subaccount; and
- (2) to incorporate any significant edits related to a change to the commercial tracking system, pursuant to the last paragraph of section 5 of this exhibit.

All other changes to this Exhibit H will be made by mutual agreement of the Parties. As discussed in section 1 of this exhibit, BPA and Benton PUD acknowledge that the regulatory concepts covered in this exhibit are not well settled and are continually evolving. Accordingly, if future regulatory concepts change such that the spirit and intent of this exhibit are not being met, then BPA agrees to discuss such situations with customers and, as needed, to attempt in good faith to agree on mutually acceptable amendments to this exhibit.

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Exhibit I
NOTICES AND CONTACT INFORMATION

1. NOTICES AND CONTACT INFORMATION

1.1 Notices

Any notice required under this Agreement that requires such notice to be provided under the terms of this section shall be provided in writing to the other Party in one of the following ways:

- (1) delivered in person;
- (2) by a nationally recognized delivery service with proof of receipt;
- (3) by United States Certified Mail with return receipt requested;
- (4) electronically, with verification of the electronic notice's origin, date, time of transmittal and receipt; or
- (5) by another method agreed to by the Parties.

Notices are effective when received.

1.2 Contact Information

The Parties shall deliver notices to the following people and address(es):

If to Benton PUD:

Public Utility District No. 1 of Benton
County
2721 West 10th Avenue
PO Box 6270
Kennewick, WA 99336-0270
Attn: Rick Dunn
General Manager
Phone: (509) 582-1281
E-Mail: dunnr@bentonpud.org

If to BPA:

Bonneville Power Administration
1620 East Hawthorne Rd
PO Box 789
Mead, WA 99021
Attn: William Rimmer – PSE-MEAD-
GOB
Account Executive
Phone: (509) 822-4580
E-Mail: wtrimmer@bpa.gov

Additional Benton PUD Contact:

Public Utility District No. 1 of Benton
County
2721 West 10th Avenue
PO Box 6270
Kennewick, WA 99336-0270
Attn: Chris Johnson
Director of Power
Management
Phone: (509) 585-5389
E-Mail: johnsonc@bentonpud.org

Additional BPA Contact:

Bonneville Power Administration
1620 East Hawthorne Rd
PO Box 789
Mead, WA 99021
Attn: Mary Beth Evans – PSE-
MEAD-GOB
Eastern Power Customer
Services Manager
Phone: (509) 822-4584
E-Mail: mbevans@bpa.gov

2. OPERATIONAL CONTACT INFORMATION

As applicable, the Parties shall notify the following people using the following methods for operations related to this Agreement, including scheduling:

If to Benton PUD:

Not Applicable.

Or another mutually agreed upon
form of notification.

If to BPA:

Preschedule
E-Mail: PBLPresched@bpa.gov

Real Time: See E-Tag for contact

Or another mutually agreed upon
form of notification.

3. REVISIONS

Each Party shall notify the other Party of changes to their contact information above. After such notice, BPA may unilaterally revise section 1.2 and section 2 of this exhibit to reflect such changes to the Parties' contact information. All other changes to this Exhibit I will be made by mutual agreement of the Parties.

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Exhibit J
SUPPORT SERVICES; ADDITIONAL RESOURCE AND ENERGY STORAGE
DEVICE REQUIREMENTS

1. CUSTOMER RESOURCE ELECTIONS AND REQUIREMENTS SUMMARY

Elected Services by Resource					Resource Services and Requirements	
Resource Name	TSS Election		Applied to Tier 1 Allowance Amount	RSS Elections	Requires E-Tag	Flexible Resource Requirements
	TSS-Full	TSS-Partial				

2. TIER 1 ALLOWANCE AMOUNT

Benton PUD's total amount of Specified Resources that are applied to the Tier 1 Allowance Amount, as identified in section 2.1 of Exhibit A, are stated below. BPA shall calculate the Tier 1 Allowance Amount limit in accordance with section 3.5.2 of the body of this Agreement. If Benton PUD's CHWM changes, then BPA shall revise the Tier 1 Allowance Amount and Tier 1 Allowance Amount limit in the table below in accordance with section 3.5.2 of the body of this Agreement.

Tier 1 Allowance Amount (MW)	Tier 1 Allowance Amount Limit (MW)

3. RESOURCE SUPPORT SERVICES

3.1 BPA shall develop Support Services consisting of RSS and other Support Services to support eligible Dedicated Resources listed in section 2 and 3 of Exhibit A and eligible Consumer Owned Resources Serving On-site Consumer Load listed in section 7 of Exhibit A.

RSS may include, but are not limited to, providing forced outage services, services for generation that produces secondary energy, or services to support variable generation. Other Support Services may include, but are not limited to, scheduling services and curtailment management services. BPA shall offer an amendment to this Agreement with RSS and other Support Services contract provisions by July 31, 2026. Prior to that date, BPA shall provide Benton PUD a reasonable opportunity to provide input into the development or refinement of Support Services and the related contract provisions. BPA shall make RSS and other Support Services available starting in FY 2029.

3.2 If Benton PUD adds a New Resource to meet its obligations to serve Above-CHWM Load, consistent with the notice requirements in section 3.5.1 of the body of this Agreement, then Benton PUD may purchase RSS or a combination of RSS and other Support Services from BPA to support such resource.

4. **EXISTING DISPATCHABLE RESOURCE CAPACITY SHAPING REQUIREMENTS**

Benton PUD does not have any Existing Resources that are Dispatchable Resources.

5. **RESOURCE ADEQUACY REQUIREMENTS AND SUBMITTALS**

BPA acknowledges that the resource adequacy compliance requirements in this section 5 of Exhibit J are evolving. Accordingly, if future requirements change such that the intent of this section 5 is not being met, then BPA agrees to discuss such situations with customers and develop revisions to this section 5. In accordance with sections 17 and 22 of the body of the Agreement, the following shall apply.

5.1 **Resource Adequacy Submittals for Dedicated Resources and Consumer-Owned Resources Serving On-Site Consumer Load**

- 5.1.1 For all Benton PUD's Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load, Benton PUD shall submit to BPA the QCC values and JCAF(s) for the Generating Resource(s) Benton PUD will provide to meet its Dedicated Resource and Consumer-Owned Resource serving On-Site Consumer Load amounts for any Fiscal Year as follows.

For the winter WRAP season shown in the table below, such submittal shall be by November 1 prior to the Fiscal Year in which Benton PUD has a Dedicated Resource or Consumer-Owned Resource serving On-Site Consumer Load amount.

For the summer WRAP season shown in the table below, such submittal shall be by June 1 prior to the Fiscal Year in which Benton PUD has a Dedicated Resource or Consumer-Owned Resource serving On-Site Consumer Load amount.

WRAP Seasons	
Summer	June - September
Winter	November – March

- 5.1.2 Beginning October 1 immediately preceding the start of the winter season in which Benton PUD has a Dedicated Resource or Consumer-Owned Resource serving On-Site Consumer Load amount, and beginning May 1 immediately preceding the start of the summer season in which Benton PUD has a Dedicated Resources or Consumer-Owned Resource serving On-Site Consumer Load amount, Benton PUD shall submit a generation schedule for such Generating Resource(s), in hourly amounts, no later than one month in advance of each operating day. Such generation schedule can be for each hour of the entire WRAP summer or winter season or for each hour of each individual future day of the season.

- 5.1.3 On each preschedule day of the applicable WRAP season, Benton PUD shall submit a generation schedule for the Generating Resource(s) Benton PUD will provide to meet its Dedicated Resource and Consumer-Owned Resource serving On-Site Consumer Load amounts, as applicable, in hourly amounts for the day of delivery.
- 5.1.4 If BPA determines that Benton PUD does not need to provide certain information required in sections 5.1.1, 5.1.2, and 5.1.3 above, then BPA shall revise the table below to list any resources and information that Benton PUD does not need to provide.

Resource Name	Resource and Information Exemptions

5.2 Resource Adequacy Services

Unless a self-supply option is available and elected by Benton PUD, Benton PUD shall purchase Support Services for the following resources for resource adequacy planning purposes: (1) New Resource amounts serving Above-CHWM Load and (2) Consumer-Owned Resources serving On-Site Consumer Load except for those listed in section 7.4 of Exhibit A, in accordance with the applicable Power Rate Schedules and GRSPs.

Benton PUD shall be responsible for any resource adequacy-related planning obligations for any Planned NLSL or NLSL served by Dedicated Resource amounts or Consumer-Owned Resources listed in section 7.4 of Exhibit A.

5.3 WRAP Load Exclusions

- 5.3.1 By July 31, 2027, and by July 31 of each Forecast Year thereafter, Benton PUD may request that BPA allow a load exclusion. Upon receipt of such request, BPA will analyze Benton PUD's request, including impacts to BPA's ability to maintain resource adequacy and reliability, and any potential cost shifts to BPA and other BPA customers. In its sole discretion, BPA may: (1) allow a requested load exclusion, (2) allow a requested load exclusion subject to conditions designed to offset any negative impacts the requested load exclusion may have on the reliability of the power system or to share costs; or (3) decline a requested load exclusion.

By October 15 of the Rate Case Year following the request, BPA shall provide Benton PUD notice of its decision regarding the requested load exclusion, including a summary of its analysis and any conditions. By January 31 of that Rate Case Year, the Parties shall revise section 5.3.2 of this exhibit to state the terms and conditions of any allowed load exclusion. Such load exclusions will be effective on October 1 following the Exhibit J revision and shall remain in effect for the duration of that Rate Period. If the Parties do not revise Exhibit J pursuant to this section by January 31 of the applicable

Rate Case Year, then BPA shall not allow the requested load exclusion for the upcoming Rate Period.

5.3.2 Benton PUD does not have a WRAP load exclusion at this time.

5.4 Submittal Method

No later than October 1, 2027, and in accordance with section 22.1.1 of the body of this Agreement, BPA shall update this section 5.4, and section 2 of Exhibit I as applicable, with BPA's preferred mode of communication for WRAP-related information.

5.5 Pass-through Charges

Pursuant to section 22.2 of the body of this Agreement, BPA shall pass through WRAP charges to Benton PUD in instances where the charge is related to one or more of the following: (1) non-performance of Benton PUD's resource as planned; (2) failure to meet the requirements of sections 5.1.1, 5.1.2, 5.1.3 and 5.2 above.

If BPA finds that only a portion of such WRAP charge is related to one of the conditions above, then BPA shall pass through only the portion related to such conditions. BPA shall not pass through charges that are related to the failure of BPA-provided Support Services.

For any single instance of a pass-through charge for WRAP, BPA shall waive a related charge that BPA determines to be duplicative to other charges assessed.

6. ENERGY STORAGE DEVICES

The data included in this section 6 is intended for informational purposes.

6.1 Definitions

For purposes of this section 6, the following terms shall have the meaning as defined.

6.1.1 "Cycle" means an Energy Storage Device has discharged an amount of energy equal to its maximum rated storage capacity and been recharged to 100 percent of that rated capacity.

6.1.2 "Cycles per Day" means the number of times, or fraction thereof, that an Energy Storage Device can complete a Charge Cycle within a normal 24-hour period.

6.1.3 "Hours of Maximum Discharge" means the number of hours, or fraction thereof, an Energy Storage Device can discharge at its Maximum Single Hour Discharge.

6.1.4 "Maximum Charge Rate" means the maximum rate at which an Energy Storage Device can be charged from either a full or partial

discharge to either a higher level of charge or a full charge, in percentage of full charge per hour.

6.1.5 “Maximum Single Hour Discharge” means the maximum megawatt-hours that an Energy Storage Device is rated for discharge on a single hour.

6.1.6 “Round Trip Efficiency” means the percent of energy used in charging an Energy Storage Device that later can be discharged to the alternating current electrical system.

6.1.7 “Storage Capacity” means the megawatt-hours of energy an Energy Storage Device is designed and rated to be able to store and discharge to the alternating current electrical system on an ongoing basis.

6.2 Notice of Energy Storage Device Connection

Benton PUD shall provide notice to BPA of its or its consumer’s intent to connect an Energy Storage Device to Benton PUD’s distribution system. Such notice shall be provided no fewer than 30 calendar days prior to the Energy Storage Device connection and shall include the information specified in section 6.3.1.3 below. BPA will populate the table in section 6.3.1.3 within 60 calendar days of receiving the notice.

6.3 List of Benton PUD and Consumer-Owned Energy Storage Devices

Benton PUD does not have any Energy Storage Devices at this time.

7. NON-FEDERAL NETWORK RESOURCE INFORMATION FOR TRANSFER SERVICE

Benton PUD does not have any non-federal Network Resources at this time.

8. REVISIONS

BPA shall unilaterally revise this exhibit to reflect: (1) Benton PUD’s resource elections and requirements in section 1 of this exhibit; (2) Benton PUD’s Tier 1 Allowance Amount in section 2 of this exhibit; (3) resource adequacy requirements in section 5 of this exhibit; and (4) updates or additions to Energy Storage Devices in section 6 of this exhibit. Additionally, BPA shall unilaterally revise section 3, Resource Support Services, of this exhibit to implement an established BPA rate for such products or services.

All other changes to this Exhibit J will be made by mutual agreement of the Parties.

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