



Department of Energy

Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

FREEDOM OF INFORMATION ACT/PRIVACY PROGRAM

October 28, 2020

In reply refer to: FOIA #BPA-2019-0439-F

Michael Deckert

(b) (6)

Dear Mr. Deckert,

This communication is the Bonneville Power Administration's (BPA) response to your request for agency records made under the Freedom of Information Act, 5 U.S.C. § 552 (FOIA). BPA received your records request on February 5, 2019, and formally acknowledged your request on February 13, 2019.

Request

"All current contracts between BPA and Lewis County Public Utility District #1."

Clarifications

1. Via email to the agency on February 6, 2019, you clarified your records request as follows: "All current contracts and agreements between BPA and Lewis County Public Utility District #1."
2. Via email to the agency on October 8, 2020, you clarified your records request as follows: "BPA may exclude the ... agreement between BPA and LCPUD in re providing service to Alder [Mutual Light Co.]" That particular agreement record will be the subject of your active FOIA request BPA-2021-00039-F (Deckert).

Response

BPA has searched for and collected responsive records from its Customer Contract Management (CCM) and Land Information System (LIS) records databases. BPA is herein releasing 759 pages of responsive records, with no redactions applied.

Fee

There are no fees applicable to the agency's response to your FOIA request

Certification

Pursuant to 10 C.F.R. § 1004.7(b)(2), I am the individual responsible for the records search and release described above. Your FOIA request is now closed with all available responsive agency records provided.

Appeal

The adequacy of the search may be appealed within 90 calendar days from your receipt of this letter pursuant to 10 C.F.R. § 1004.8. Appeals should be addressed to:

Director, Office of Hearings and Appeals
HG-1, L'Enfant Plaza
U.S. Department of Energy
1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615

The written appeal, including the envelope, must clearly indicate that a FOIA appeal is being made. You may also submit your appeal by e-mail to OHA.filings@hq.doe.gov, including the phrase "Freedom of Information Appeal" in the subject line. (The Office of Hearings and Appeals prefers to receive appeals by email.) The appeal must contain all the elements required by 10 C.F.R. § 1004.8, including a copy of the determination letter. Thereafter, judicial review will be available to you in the Federal District Court either (1) in the district where you reside, (2) where you have your principal place of business, (3) where DOE's records are situated, or (4) in the District of Columbia.

You may contact BPA's FOIA Public Liaison, Jason Taylor, at 503.230.3537, jetaylor@bpa.gov, or the address on this letter header for any further assistance and to discuss any aspect of your request. Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows:

Office of Government Information Services
National Archives and Records Administration
8601 Adelphi Road-OGIS
College Park, Maryland 20740-6001
E-mail: ogis@nara.gov
Phone: 202-741-5770
Toll-free: 1-877-684-6448
Fax: 202-741-5769

Questions about this communication may be directed to James King, CorSource Technology Group LLC, at jjking@bpa.gov or 503.230.7621.

Sincerely,

A handwritten signature in black ink, appearing to read "Candice D. Palen". The signature is fluid and cursive, with the first name being the most prominent.

Candice D. Palen
Freedom of Information/Privacy Act Officer

[Enclosures: A release of responsive agency records accompanies this communication.](#)

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY, WASHINGTON
COWLITZ FALLS HYDROELECTRIC PROJECT
REVENUE REFUNDING BONDS, SERIES 2003
CONTINUING DISCLOSURE UNDERTAKING

THIS UNDERTAKING, dated July 16, 2003, is made by and between the District and BPA, each as defined below in Section 1.

The District's continuing disclosure undertaking is contained in Resolution No. 2245. In order to permit the Underwriters to comply with the provisions of Rule 15c2-12 in connection with the public offering of the 2003 Bonds, BPA, in consideration of the mutual covenants herein contained and other good and lawful consideration, hereby agree, for the sole and exclusive benefit of the Holders, as follows:

Section 1. Definitions; Rules of Construction.

(i) Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Authorizing Documents.

"Authorizing Document" shall mean Resolution No. 2245 approved June 19, 2003.

"BPA" shall mean the Bonneville Power Administration.

"BPA Annual Information" shall mean the information specified in Section 2(i)(a).

"Cowlitz Falls Project" shall mean the Cowlitz Falls Hydroelectric Project, a hydroelectric facility located on the Cowlitz River in Lewis County, Washington.

"District" shall mean Public Utility District No. 1 of Lewis County, Washington.

"FCRPS" shall mean the Federal Columbia River Power System.

"FCRPS Fiscal Year" shall mean the fiscal year ending each September 30 or, if such fiscal year end is changed, on such new date; provided that if the FCRPS Fiscal Year is changed, BPA shall notify, in a timely manner, the Repository or the MSRB and the State Depository.

"GAAP" shall mean generally accepted accounting principles as prescribed from time to time for governmental units in the United States by the Governmental Accounting Standards Board.

"GAAS" shall mean generally accepted auditing standards as in effect from time to time in the United States.

"Holder" or "Bondholder" shall mean a registered owner of any 2003 Bond or Bonds.

"MSRB" shall mean the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Repository" shall mean each nationally recognized municipal securities information repository within the meaning of Rule 15c2-12.

"Rule 15c2-12" shall mean Rule 15c2-12 under the Securities Exchange Act of 1934, as amended through the date of this Undertaking, including any official interpretations thereof promulgated on or prior to the effective date of this Undertaking.

"State Depository" shall mean any public or private repository or entity designated by the State of Washington as the state repository for the purpose of Rule 15c2-12 and recognized as such by the Securities and Exchange Commission.

"2003 Bonds" shall mean the Public Utility District No. 1 of Lewis County, Washington Cowlitz Falls Hydroelectric Project Revenue Refunding Bonds, Series 2003 that remain outstanding within the meaning of the related Authorizing Document.

"Underwriters" shall mean the underwriter or underwriters that have contracted to purchase the 2003 Bonds from the District upon initial issuance.

(ii) Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Undertaking:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) Any reference herein to a particular Section or subsection without further reference to a particular document or provision of law or regulation is a reference to a Section or subsection of this Undertaking.

(c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this Undertaking nor shall they affect its meaning, construction or effect.

Section 2. Obligations to Provide Continuing Disclosure.

(i) Obligations of BPA. BPA hereby undertakes, for the benefit of Holders of the 2003 Bonds, to provide:

(a) to each Repository and the State Depository, no later than 180 days after the end of each FCRPS Fiscal Year, commencing with the fiscal year ended September 30, 2003, the BPA Annual Information relating to such fiscal year. The BPA Annual Information shall consist of the following: financial information and operating data of the type included in the final Official Statement for the 2003 Bonds in the following tables under the heading "THE BONNEVILLE POWER ADMINISTRATION": "Operating Federal System Projects for Operating Year 2003," "Federal System Statement of Revenues and Expenses"; "Statement of Non-Federal Project Debt Service Coverage and United States Treasury Payments Obligations" and "Statement of Net Billing Obligations and Expenditures." BPA shall notify the District when such BPA Annual Information has been provided.

(b) to each Repository and the State Depository, no later than 180 days after the end of each FCRPS Fiscal Year, commencing with the fiscal year ended September 30, 2003, audited financial statements of the FCRPS for such fiscal year, provided, however, that if audited financial statements are not then available, unaudited financial statements shall be so provided and such audited financial statements shall be delivered to each Repository and the State Depository if and when they become available. BPA shall notify the District when such audited financial statements have been provided. The FCRPS's annual financial statements for each respective Fiscal Year shall be prepared in accordance with GAAP (unless applicable accounting principles are otherwise disclosed) and audited by an independent accounting firm in accordance with GAAS (but only if audited financial statements are otherwise available for such fiscal year).

(c) to each Repository or to the MSRB, and to the State Depository, in a timely manner, notice of any of the following eleven events with respect to the 2003 Bonds, if material, promptly upon BPA becoming aware of the occurrence of any such event:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;

- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions or events affecting the tax-exempt status of the 2003 Bonds;
- (7) modifications to rights of holders of the 2003 Bonds;
- (8) Bond calls;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the 2003 Bonds; and
- (11) rating changes (including any change in BPA's credit rating by any rating agency).

(d) to each Repository or to the MSRB and the State Depository, in a timely manner, notice of a failure by BPA to comply with Section 2(i)(a) or (b).

(ii) Other Information. Nothing herein shall be deemed to prevent BPA from disseminating any other information in addition to that required hereby in the manner set forth herein or in any other manner. If BPA should disseminate any such additional information, BPA shall not have any obligation hereunder to update such information or to include it in any future materials disseminated hereunder.

(iii) Disclaimer. BPA shall be obligated to perform only those duties expressly provided for it in this Undertaking and shall not be under any obligation to the Holders or other parties hereto to perform, or monitor the performance of, any duties of such other parties. The District shall be under no obligation to the Holders or any other party hereto to review or otherwise pass upon the BPA Annual Information or the financial statements provided pursuant to Section 2(i), and its obligations shall be limited solely to the undertaking set forth in the Authorizing Document. Without limiting the general application of the foregoing, BPA shall be under no obligation to the Holders or any other party hereto to review or otherwise pass upon the District's annual information or the financial statements and its continuing disclosure obligations hereunder shall be limited solely to the undertaking set forth in Section 2(i) and to the requirements of Section 2(vi).

(iv) Cross Reference. All or any portion of the BPA Annual Information may be incorporated by cross reference to any other documents which have been filed with the Repositories and to the State Depository or filed with the Securities and

Exchange Commission, including official statements of other issuers; provided, however, that if the document is an official statement, it shall have been filed with the MSRB and the State Depository.

(v) Changes to Annual Information or Accounting Principles. BPA Annual Information for any FCRPS Fiscal Year containing any amended operating data or financial information for such respective Fiscal Years shall explain, in narrative form, the reasons for such amendment and the impact of the change on the type of operating data or financial information in such Annual Information being provided for such Fiscal Year. If a change in accounting principles is included in any such amendment, such Annual Information shall present a comparison between the financial statements or information prepared on the basis of the amended accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information. To the extent reasonably feasible such comparison shall also be quantitative. A notice of any such change in accounting principles shall be sent to each Repository or to the MSRB and to the State Depository.

Section 3. Remedies.

A Holder's right to enforce BPA's undertaking shall be limited to a right to obtain specific enforcement of BPA's obligations if, at the time, specific performance is a permitted remedy against BPA under federal law and, if it is not then permitted, to exercise any rights available to it under law with respect to remedies against BPA. Any failure of BPA to comply with the provisions of this undertaking shall not be an event of default with respect to the 2003 Bonds.

Section 4. Parties in Interest.

This Undertaking is executed and delivered solely for the benefit of the Holders of the Bonds and, for the purposes of Section 3, beneficial owners of Bonds. For the purposes of such Section 3, beneficial owners of Bonds shall be third-party beneficiaries of this Undertaking. "Beneficial owner" means any person who has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any 2003 Bonds, including persons holding Bonds through nominees or depositories. No person other than those described in Section 3 shall have any right to enforce the provisions hereof or any other rights hereunder.

Section 5. Amendments.

This undertaking may be amended with the consent of the parties and an approving opinion of bond counsel that the amendment is in accordance with the Rule. BPA will give notice to each Repository or the MSRB and the State Depository of the substance (or provide a copy) of any amendment to this undertaking and a brief statement of the reasons for the amendment.

Section 6. Termination.

BPA's obligation to provide continuing disclosure shall terminate upon the legal defeasance or payment in full of all of the 2003 Bonds. Such undertaking, or any provision, shall be null and void if BPA and the District (1) obtain an opinion of nationally recognized bond counsel to the effect that those portions of the Rule which require this undertaking, or any such provision, are invalid, have been repealed retroactively or otherwise do not apply to the 2003 Bonds and (2) notifies each Repository and the State Depository of such opinion and the cancellation of such undertaking.

Section 7. Governing Law.

This Undertaking shall be governed by federal law with respect to Bonneville and Washington law with respect to the District.

Section 8. Counterparts.

This Undertaking may be executed in any number of counterparts, each of which shall be deemed an original, but all shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have duly authorized, executed and delivered this Undertaking as of the date first above written.

BONNEVILLE POWER ADMINISTRATION

(Sgd.) Stephen J. Wright

By: _____

Name: Stephen J. Wright

Title: Administrator and Chief Executive Officer

PUBLIC UTILITY DISTRICT NO. 1 OF
LEWIS COUNTY, WASHINGTON

By: _____

Name: Rich Bauer

Title: Treasurer

**AGREEMENT REGARDING
TRANSFER SERVICE
executed by the
BONNEVILLE POWER ADMINISTRATION
and
PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY, WASHINGTON**

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This AGREEMENT REGARDING TRANSFER SERVICE (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA) and PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY, WASHINGTON (Lewis), a public utility district duly organized and operating under the laws of the State of Washington. BPA and Lewis hereinafter sometimes are referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, BPA sells electric power to public body and cooperative utilities in the Pacific Northwest Region;

WHEREAS, BPA and Lewis have entered into Contract No. 00PB-12052 (Power Sales Agreement), as such agreement may be amended or replaced providing electric power for Lewis;

WHEREAS, BPA is authorized to build, operate and maintain electric transmission and substation facilities when the Administrator determines such facilities are necessary and appropriate;

WHEREAS, BPA did not construct transmission facilities to interconnect certain public body and cooperative utilities to the Federal Columbia River Transmission System when, among other reasons, it was demonstrated to be less expensive for BPA to acquire transmission service over existing transmission facilities owned by other entities to deliver Firm Power sold by BPA to such public body or cooperative utility;

WHEREAS, Firm Power purchased from BPA under the Power Sales Agreement is delivered to Lewis through Transfer Service;

WHEREAS, Since January 2002, representatives of BPA and various public power utilities and associations have engaged in lengthy discussions and negotiations regarding issues pertaining to future arrangements for wholesale federal power deliveries over transmission systems owned and operated by other utilities; and

WHEREAS, BPA customers receiving deliveries via Transfer Service have expressed their desire for delivery of wholesale power to load at rates and on terms and conditions of service equivalent to the rates and terms and conditions of service available to public power utilities Directly Connected to BPA's main grid;

NOW, THEREFORE, the Parties agree as follows:

1. TERM AND TERMINATION

This Agreement shall become effective upon execution by BPA and Lewis (Effective Date), and shall continue in effect until the earliest of: (a) 2400 hours on September 30, 2024; or, (b) the date on which Lewis allows its Power Sales Agreement to expire, or on which Lewis' Power Sales Agreement terminates, without a replacement BPA firm power purchase. BPA's obligations pursuant to this Agreement shall continue notwithstanding the termination of similar obligations in Lewis' Power Sales Agreement section 8(f).

2. DEFINITIONS

The following terms, when used in this Agreement with initial capitalization, whether singular or plural, shall have the meanings specified.

- (a) "Directly Connected" means a utility customer whose delivery of Firm Power is not dependent upon Transfer Service.
- (b) "Firm Power" means electric power (capacity and energy) that BPA makes available on a continuous basis to meet the firm power requirements of Lewis' load as defined in section 5(b)(1) of the Northwest Power Act. Firm Power does not include power sold as surplus power, including, but not limited to, surplus power under the Block and Slice Power Sales Agreements.

- (c) “Initial Rate Proposal” means BPA’s proposal, as published in the Federal Register from time to time, to initiate a hearing to establish or revise wholesale power or transmission rates pursuant to section 7(i) of the Northwest Power Act.
- (d) “Integrated Network Segment” means those facilities of the Federal Columbia River Transmission System that are required for the delivery of bulk power supplies, the costs for which are recovered through generally applicable transmission rates, and that are identified as Integrated Network Segment, or its successor, in the BPA segmentation study for the applicable transmission rate period as determined in a hearing establishing or revising BPA’s transmission rates pursuant to section 7(i) of the Northwest Power Act.
- (e) “Northwest Power Act” means the Pacific Northwest Electric Power Planning and Conservation Act of 1980, Public Law 96-501.
- (f) “Rolled In”
 - (1) For BPA power rates, Rolled In means that the Transfer Service costs included in BPA’s power revenue requirement are not directly assigned or allocated to a subgroup of firm power load of preference customers under section 5(b)(1) of the Northwest Power Act; or,
 - (2) For BPA transmission rates, Rolled In means the Transfer Service costs are included in the Integrated Network Segment, are spread over all Integrated Network Segment load, and are not directly assigned or allocated to any subgroup of Integrated Network Segment load.
- (g) “Third Party Transmission Provider” means a transmission provider other than BPA or a regional transmission organization that delivers Firm Power to Lewis.
- (h) “Transfer Service” means the service provided by a Third Party Transmission Provider to deliver Firm Power sold by BPA pursuant to a Power Sales Agreement, to Lewis. Transfer Service does not include service to loads in territory annexed by Lewis except as provided for in such Power Sales Agreement.
- (i) “Transmission Component Costs” means the costs of Transfer Service to deliver Firm Power to Lewis over non-federally owned facilities that have characteristics comparable to the characteristics used to define BPA’s Integrated Network Segment. Transmission Component Costs do not include losses, which are treated in section 9 of this Agreement. Transmission Component Costs do not include Ancillary Services, except as may be agreed upon by the Parties pursuant to section 7 of this Agreement.

3. ARRANGEMENTS FOR TRANSFER SERVICE

BPA shall arrange for Transfer Service to Lewis for the duration of this Agreement; provided, however, that BPA and Lewis may agree to make other arrangements for Transfer Service.

4. PROPOSED TREATMENT OF TRANSMISSION COMPONENT COSTS

- (a) BPA shall be financially responsible for payment of Transmission Component Costs.
- (b) Except as provided in sections 4(d) and 4(e) below, BPA shall have a continuing obligation to propose Rolled In treatment of Transmission Component Costs into either the wholesale power or the transmission service Initial Rate Proposal, or partly into one and the rest into the other proposal, for rates that are effective during the term of this Agreement. BPA shall include testimony supporting Rolled In treatment of Transmission Component Costs in its Initial Rate Proposal, and, in its judgment, make good faith, best efforts to defend its proposal.
- (c) Nothing in this Agreement shall limit the Administrator's discretion and authority or predetermine the Administrator's final decision in establishing or revising rates.
- (d)
 - (1) If the Federal Energy Regulatory Commission (FERC) does not approve and confirm Rolled In treatment of Transmission Component Costs included in BPA's final rate proposal for its wholesale power rates, or if FERC approves and confirms BPA's final rate proposal which includes Rolled In treatment of Transmission Component Costs for wholesale power rates and such Rolled In treatment is subsequently overturned by a court with jurisdiction, then BPA shall have no obligation to propose Rolled In treatment of Transmission Component Costs in any subsequent Initial Rate Proposal for setting such wholesale power rates, and BPA shall propose Rolled In treatment of Transmission Component Costs in transmission rates.
 - (2) If FERC does not approve and confirm Rolled In treatment of Transmission Component Costs included in BPA's final rate proposal for its transmission rates, or if FERC approves and confirms BPA's final rate proposal which includes Rolled In treatment of Transmission Component Costs for transmission rates and such Rolled In treatment is subsequently overturned by a court with jurisdiction, then BPA shall have no obligation to propose Rolled In treatment of Transmission Component Costs in any subsequent Initial Rate Proposal for setting transmission rates, and BPA shall propose Rolled In treatment of Transmission Component Costs in wholesale power rates.

- (e) If BPA has proposed Rolled In treatment of Transmission Component Costs in both wholesale power rates and transmission rates and FERC does not approve and confirm the Rolled In treatment, or FERC does approve and confirm Rolled In treatment and such Rolled In treatment is subsequently overturned by a court with jurisdiction, then BPA will no longer be obligated to propose Rolled In treatment for Transmission Component Costs.

5. DUTIES OF LEWIS

Lewis shall:

- (a) Cooperate with BPA in assessing actions that may be undertaken to minimize costs incurred by BPA in meeting its obligations pursuant to this Agreement, consistent with the Power Sales Agreement;
- (b) Provide, or cause to be provided, timely planning information to BPA, including, but not limited to information pertaining to Lewis' long-term annual peak and energy load forecasts and system expansion and upgrade;
- (c) Provide, or cause to be provided, timely notice to BPA of events, including, but not limited to, load loss or load addition on its system that may have a material impact on Transmission Component Costs; and,
- (d) Provide, or cause to be provided, support for the Rolled In treatment of Transmission Component costs in BPA's Initial Rate Proposal described in section 4(b) of this Agreement.

6. STRANDED COSTS

- (a) If Lewis takes action to reduce the amount of Transfer Service it requires, and BPA continues to be liable for Transmission Component Costs of such unused Transfer Service, then BPA may require Lewis to reimburse BPA for such costs which BPA incurred in reliance on Lewis' continued use of Transfer Service.
- (b) BPA shall give notice to Lewis and the parties shall consult before BPA executes any new contract for Transfer Service or incurs additional obligations under existing contracts which may expose Lewis to stranded costs as used in this section 6; provided, however, BPA shall retain the right to decide whether to incur such costs, after considering such consultation.

7. TREATMENT OF OTHER ISSUES

- (a) In separate discussions, unless prohibited by *ex parte* rules, the Parties shall endeavor to find acceptable solutions or approaches for solving other issues related to Transfer Service that are not included in this Agreement. Such solutions or approaches or their implementation may require separate public processes. Such other issues are described in Exhibit A. Excluding treatment of these issues under this Agreement is not intended to prejudice the outcome of the discussion of such issues in the separate process(es). In undertaking the

obligations of this section 7(a) for the issues described in Exhibit A, unless otherwise stated, it is BPA's intent to provide Lewis with transmission service and Ancillary Services that are comparable to the service that BPA provides to its customers that are Directly Connected to the Federal Columbia River Transmission System.

- (b) In separate discussions, unless prohibited by *ex parte* rules, the Parties shall endeavor to find acceptable solutions or approaches for solving other issues related to power deliveries. Such other issues are described in Exhibit B. The issues listed for discussion in Exhibit B may be addressed in more than one public process.
- (c) BPA shall initially identify the process or processes that will address the issues referenced in section 7(a) and (b), above, no later than 180 days after the effective date of this Agreement.
- (d) Nothing in this section 7 shall limit the Administrator's discretion and authority or predetermine the Administrator's final decision in establishing or revising policies or proposals regarding the issues to be discussed pursuant to this section 7.

8. PRINCIPLES FOR TREATMENT OF OTHER COST CATEGORIES

- (a) To the extent that BPA undertakes responsibility for costs related to Transfer Service that are not addressed pursuant to section 7(a) of this Agreement, or agrees to be responsible for costs that are required to provide Transfer Service to Lewis but that are not identified or incurred by BPA as of the effective date of this Agreement, including but not limited to congestion costs, it is BPA's intent to propose to allocate such costs to Lewis in a manner comparable to the allocation BPA applies to recover similar costs from its customers that are Directly Connected to the Federal Columbia River Transmission System.
- (b) To the extent that BPA incurs costs associated with facilities expansions and upgrades to provide Transfer Service to Lewis, it is BPA's intent to allocate such costs in a manner that is comparable to the allocation BPA proposes for similar costs for customers Directly Connected to the Federal Columbia River Transmission System.
- (c) Nothing in this section 8 shall limit the Administrator's discretion and authority or predetermine the Administrator's final decision in establishing or revising rates.

9. **LOSSES**

BPA shall propose to treat real power losses and their costs that are incurred through use of a Third-Party Transmission Provider's transmission system to provide Transfer Service pursuant to this Agreement in a manner comparable to BPA's treatment of losses and costs for a similarly situated customer that is Directly Connected to BPA's transmission system. For purposes of determining comparability, BPA shall view the facilities used to provide Transfer Service pursuant to this Agreement as if they were part of BPA's transmission system.

10. **STANDARD PROVISIONS**

(a) **Amendments**

No amendment, rescission, waiver, modification or other change of this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each Party.

(b) **No Third-Party Beneficiaries**

This Agreement is made and entered into for the sole protection and legal benefit of the Parties, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with this Agreement.

(c) **Waivers**

Any waiver at any time by either Party to this Agreement of its rights with respect to any default or any other matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default or matter.

(d) **Expression of Intent**

No expression of intent herein shall be legally binding against a Party, except if and to the extent such expression of intent has been incorporated hereafter into an enforceable agreement between the parties that has been lawfully executed and delivered.

(e) **Incorporation of Exhibits**

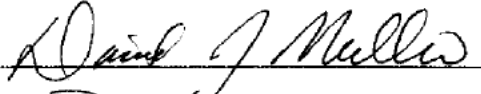
Exhibits A and B are hereby incorporated and made part of this Agreement.

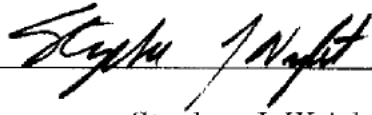
11. SIGNATURES

Each Party represents that it has the authority to execute this Agreement and that it has been duly authorized to enter into this Agreement.

PUBLIC UTILITY DISTRICT NO. 1 OF
LEWIS COUNTY, WASHINGTON

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By 
Name DAVID J. MULLER
(Print/Type)

By 
Name Stephen J. Wright
(Print/Type)

Title MANAGER

Title Administrator

Date MARCH 7, 2005

Date APR 07 2005

Exhibit A
OTHER ISSUES AS THEY RELATE TO TRANSFER SERVICE

1. Development of Direct Assignment Guidelines for Transfer Service customers, including:
 - (a) Treatment of costs and allocation of responsibilities associated with facilities not included in the definition of Transmission Component Costs (*e.g.*, low voltage service).
 - (b) Treatment of costs and allocation of responsibilities associated with upgrades on facilities not included in the definition of Transmission Component Costs:
 - (1) Expansion of facilities and upgrades to existing facilities.
 - (2) New facilities (*e.g.*, new substations).
2. Quality of service.
3. Respective roles of customers and BPA in management of General Transfer Agreements (GTA), including whether to do periodic evaluations of the costs or benefits of replacing GTA with Open Access Transmission Tariff service.
4. Treatment of costs of, and allocation of responsibility for, ancillary services.

Exhibit B
OTHER ISSUES AS THEY RELATE TO POWER DELIVERY

1. Non-Federal Power Deliveries

The treatment of costs associated with transmission service provided by Third Party Transmission Providers, other than BPA or a regional transmission organization, for delivery of non-federal power to Lewis.

2. Transfer Service for Annexed Load

Service to load in annexed territories, as defined in Lewis' Power Sales Agreement.

3. Transfer Service for Block and Slice Power Sales Agreements

Issues as they relate to Block and Slice Power Sales Agreements, including:

- (a) Delivery of surplus energy under Block and Slice Power Sales Agreements to GTA customer load; and,
- (b) Service to customers for hourly generation in excess of hourly load under Block and Slice Power Sales Agreements.



Department of Energy

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

TRANSMISSION SERVICES

November 15, 2007

In reply refer to: TSE/TPP-2

Mr. Dave Muller, Manager
Lewis County PUD No. 1
P.O. Box 330
Chehalis, WA 98532-0330

Dave
Dear Mr. Muller:

Enclosed for your records is your executed original of the Agreement for Performance of Certain Activities Required under Electric Reliability Standards (Delegation Agreement), Contract No. 07TX-12867 between Lewis County PUD No. 1 and the Bonneville Power Administration (BPA). Page 2 of the Delegation Agreement is replaced to correct the reference in Section 1d from "Section 5.3" to "Section 5c."

In addition, pursuant to Section 5b(2) of the Delegation Agreement, BPA has added a footnote to clarify the application of Standard FAC-002-0 pertaining to Coordination of Plans for new facilities in Exhibit A, Revision No. 1 (applicable to Req # R1.1, R1.2, R1.3, R1.4 and R1.5). The delegation of these responsibilities applies only to connection requests to the federal transmission system facilities.

If you have any questions, please call me at (360) 619-6004.

Sincerely,

A handwritten signature in cursive script that reads "Charles R. Sweeney".

Charles R. Sweeney
Transmission Account Executive
Transmission Sales

Enclosure

bcc:

M. Foeller - KSB-6

S. Larson - LT-7

G. Markley - TPC/TPP-4

J. Brank - TPC/OLYMPIA

L. Aspaas - TSE/TPP-2

C. Sweeney - TSE/TPP-2

R. Kadow - TSES/TPP-2

R. Lafferty - TSES/TPP-2

TBL Reservation Desk - TSRM/Ditt-1

Customer File - TSE/TPP-2 (TM-11, Lewis County PUD No. 1)

Official File - KSC/TPP-2

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| Signed for by | C.THORSON | Delivered to | Receptionist/Front Desk | |
| Ship date | Nov 15, 2007 | Service type | Priority Envelope | Tracking Shipment Go to shipment |
| Delivery date | Nov 16, 2007 11:10 AM | | | |
| Status | Delivered | | | |
| Signature image available | Yes | | | |

| Date/Time | Activity | Location | Details |
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| | 7:06 PM | Left origin | PORTLAND, OR |
| | 4:34 PM | Picked up | PORTLAND, OR |



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| <input type="text"/> | English | <input type="checkbox"/> | <input type="checkbox"/> |

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Agreement No. 07TX-12867

**AGREEMENT FOR PERFORMANCE
OF CERTAIN ACTIVITIES REQUIRED UNDER
ELECTRIC RELIABILITY STANDARDS**

executed by the

BONNEVILLE POWER ADMINISTRATION

and

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

This AGREEMENT FOR PERFORMANCE OF CERTAIN ACTIVITIES REQUIRED UNDER ELECTRIC RELIABILITY STANDARDS ("Delegation Agreement") is entered into by and between Public Utility District No. 1 of Lewis County ("Utility") and the UNITED STATES OF AMERICA, Department of Energy, by and through the Bonneville Power Administration ("Bonneville"), a federal power marketing agency who are sometimes referred to individually as "Party", and collectively as "Parties" as the context suggests below.

WITNESSETH

WHEREAS the Energy Policy Act of 2005 ("Act") authorized the Federal Energy Regulatory Commission ("FERC") to approve Electric Reliability Standards with which users, owners and operators of the bulk power system are required to comply ("Electric Reliability Standards");

WHEREAS FERC has approved certain Electric Reliability Standards and associated Requirements proposed by the Electric Reliability Organization ("ERO") authorized by the Act to develop such Standards;

WHEREAS the ERO holds entities responsible for compliance with particular Electric Reliability Standards and Requirements based on the function those entities perform with respect to the operation of the bulk power system;

WHEREAS the ERO maintains a list of entities that are registered ("Registered Entities") and subject to the Electric Reliability Standards, which also lists the functions for which the entities are responsible;

WHEREAS the ERO has delegated certain enforcement and other authorities to the Regional Reliability Organization (RRO);

WHEREAS Utility, a customer of Bonneville, is an electric utility that is a Registered Entity, registered as a Load Serving Entity (LSE) and Distribution Provider (DP);

WHEREAS Bonneville has been performing for Utility certain activities that are now subject to the Electric Reliability Standards, and Bonneville agrees to be retained by Utility to continue to perform and report on those activities in accordance with the Electric Reliability Standards, and to perform such other activities required of Utility by the Electric Reliability Standards and agreed to by Bonneville and Utility, all as more fully set forth herein;

NOW THEREFORE, in order to define the roles and responsibilities for complying with the Electric Reliability Standards and in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, Bonneville and Utility agree as follows:

1. **Definitions.** When used in this Delegation Agreement, the following terms have the meaning shown below:
 - a. "Day" means a business day as recognized by Utility.
 - b. "Electric Reliability Organization" and "ERO" refer to the North American Electric Reliability Corporation or its successor approved by FERC under its authority pursuant to the Energy Policy Act of 2005.
 - c. "Electric Reliability Standard and Requirement" ("Standard and Requirement") means a reliability standard or its component requirements as approved by FERC under its authority pursuant to the Energy Policy Act of 2005.
 - d. "Incremental Costs" means those costs that Bonneville incurs (i) to perform its obligations under this Delegation Agreement that are materially increased due to changes to Standards or Requirements occurring after the Effective Date of this Delegation Agreement or (ii) to perform obligations related to new Standards or Requirements that Bonneville did not perform prior to June 18, 2007, but which Bonneville agrees to perform pursuant to Section 5c of this Delegation Agreement.
 - e. "Regional Reliability Organization" and "RRO" refers to the Western Electricity Coordinating Council or its successor to which the ERO has delegated authority under the Energy Policy Act of 2005.
2. **Effective Date.** This Delegation Agreement shall be effective at 12:00 AM in the time zone applicable to the address of Utility on the day after Utility actually receives from Bonneville an original copy executed by both Parties ("Effective Date"), notwithstanding anything to the contrary in Section 15.

3. Term and Termination.

- a. This Delegation Agreement shall continue in effect for ten (10) years from the Effective Date, unless otherwise extended by written agreement of the Parties or terminated in accordance with the provisions of this Delegation Agreement.
- b. The Parties may terminate this Delegation Agreement only by written mutual agreement. From the time that the Parties agree to terminate until the time termination becomes effective, the Parties shall continue to abide by and perform their obligations in accordance with the terms of this Delegation Agreement.

4. Amendment of Delegation Agreement. Except as expressly stated otherwise in Sections 5(b) and 15 of this Delegation Agreement, the Parties may amend or revise this Delegation Agreement only by a signed written mutual agreement. New or revised exhibits to this Delegation Agreement shall be deemed to be part of this Delegation Agreement and shall be effective on the date specified therein.

5. Exhibits.

- a. Exhibits A (“Bonneville Responsibilities”) and B (“Utility Responsibilities”) are hereby incorporated as part of this Delegation Agreement.
- b. Unilateral Revisions
 - (1) Bonneville may unilaterally revise Exhibit A to incorporate FERC-approved changes to Standards and Requirements set forth in Exhibit A. Such changes shall be effective on the date Utility receives written notice of such changes by Bonneville.
 - (2) Bonneville may unilaterally revise Exhibit A to incorporate additional Standards and Requirements. Such revision shall be effective seven (7) days after Utility receives written notice of such revision from Bonneville unless Utility provides objection by telephone to Bonneville within such period followed by delivery of written notice of such objection within five (5) days, in which case such revision shall be deemed ineffective.
- c. Negotiated Revisions. Pursuant to Section 4 of this Delegation Agreement, Utility may request that Bonneville assume responsibility for compliance with additional Standards and Requirements not set forth in Exhibit A or with changes to Standards and Requirements set forth in Exhibit A, and Bonneville may in its discretion agree to assume responsibility under terms acceptable to Bonneville and Utility, which may include Utility’s agreement to reimburse Bonneville for the Incremental Cost associated with its assumption of responsibility for such additional or changed Standards and Requirements.

- d. The Parties shall make a good faith effort to negotiate by December 31, 2007, an Exhibit C to this Delegation Agreement to specify each Party's operational and other technical obligations to enable and facilitate the Parties' compliance with the Standards and Requirements. In the absence of an Exhibit C, an arbitrator may make findings regarding a Party's reasonable operational or other technical responsibilities in determining comparative fault under Section 7.

6. Performance Obligations.

a. Bonneville's Performance Obligations

- (1) Bonneville shall undertake the operations, maintenance, reporting, documentation and such other responsibilities required by the Standards and Requirements specified in Exhibit A for Utility to maintain compliance with such Standards and Requirements.
- (2) Bonneville shall accept and be bound by the relevant interpretations and final orders of FERC, the ERO, and the RRO regarding the actions that are required to be taken by Bonneville in order to fulfill its obligations under Exhibit A. Bonneville may comply with such interpretations without the consent of Utility.
- (3) If performance of Bonneville's obligations hereunder requires access by Bonneville personnel to property or facilities of the Utility, Bonneville shall comply with all applicable Utility access procedures and safety regulations and take any necessary safety instruction that may be required by Utility.

b. Utility's Performance Obligations

- (1) Utility, and not Bonneville, shall be responsible for compliance with the Standards and Requirements listed in Exhibit B and all other activities required to comply with the Standards and Requirements, including documentation requirements, that apply to Utility and that are not listed in Exhibit A.
- (2) Utility shall accept and be bound by the relevant interpretations and final orders of FERC, the ERO, and the RRO regarding the actions that are required to be taken by Bonneville in order to fulfill its obligations under Exhibit A.
- (3) Utility shall timely add, maintain, repair, and replace equipment and software on its system necessary for Bonneville to comply with the Standards and Requirements in Exhibit A. If requested by either Party, the Parties shall meet to discuss the necessity of such additions, maintenance, repair or replacement of equipment and software on Utility's system. Utility's failure to respond to a request by Bonneville to add, maintain, repair, or replace equipment or

software shall be considered in any determination of comparative fault by an arbitrator under Section 7(d).

- (4) If Bonneville needs access to Utility's facilities to perform its obligations under this Delegation Agreement, Utility shall grant Bonneville and its authorized contractors timely access to Utility's facilities to perform those obligations, subject to Bonneville's compliance with Section 6a(3) of this Delegation Agreement.
- (5) As the Registered Entity, Utility shall fully inform Bonneville of any non-monetary sanctions or other non-monetary directives proposed to be assessed on or directed to Utility by the RRO, ERO or FERC with respect to Bonneville's obligations under this Delegation Agreement.

7. Liability for Monetary Penalties.

- a. As a Registered Entity, Utility shall be responsible for paying to the RRO, ERO or FERC any monetary penalty imposed by the RRO, ERO or FERC for violation of any Standards and Requirements applicable to Utility or Utility's system or for failure to comply with other obligations of a Registered Entity regardless of whether a dispute exists between the Parties under Sections 7(c) and 7(d) below.
- b. Bonneville shall reimburse Utility for any monetary penalty imposed on Utility as the Registered Entity for violations of Standards and Requirements for which Bonneville is responsible under Section 6a. Bonneville shall reimburse Utility for any such monetary penalties within thirty (30) days of Bonneville's receipt of an invoice from Utility or within thirty (30) days of, and consistent with, the final resolution of any dispute under Section 7d. Bonneville shall recover the costs of any monetary penalty reimbursement through generally applicable rates and charges, and not through any direct charge, surcharge or penalty that assesses such monetary penalty against Utility. If Utility's acts or omissions are responsible in whole or in part for Bonneville's failure to comply with such Standards and Requirements, Utility shall bear a share of the monetary penalty based on its comparative fault.
- c. In determining whether and to what extent Utility is responsible for any part of monetary penalties imposed with respect to Bonneville's violation of its obligations pursuant to this Delegation Agreement, the Parties shall use good faith efforts to reach agreement on the proper amount, if any, of the monetary penalty that should be assumed by Utility.
- d. If such dispute is not resolved after good faith efforts of the Parties to reach a resolution, the dispute shall be finally resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, unless the Parties agree in writing upon another method for resolving the dispute. Each Party shall have discovery rights as set out in the Federal Rules of Civil Procedure. Judgment upon any award rendered by an arbitrator may be entered in any court or administrative body having

appropriate jurisdiction. In order to keep Utility whole, the award shall include interest on the amount of such monetary penalty for which Bonneville is determined to be responsible. The Parties shall equally share the costs of any arbitration process, including the cost of the arbitrator, court reporter and room rental. Each party shall be responsible for the costs of presenting its own case, including, without limitation, witnesses, attorneys, and consultants.

8. Challenges to Penalties, Sanctions and Other Non-Monetary Directives.

- a. If Bonneville elects to challenge a monetary penalty, non-monetary sanction or other non-monetary directive noticed by the RRO, ERO or FERC for performance or non-performance of activities for which Bonneville has assumed responsibility under this Delegation Agreement, then Bonneville shall notify Utility in writing of its decision to challenge and shall consult with Utility regarding the potential risks, costs and liabilities resulting from the challenge before filing any such challenge. Utility shall cooperate with Bonneville in initiating and pursuing such challenge, and the Parties shall assume their own costs of initiating and pursuing such challenge.
- b. If Bonneville does not elect to challenge a monetary penalty, non-monetary sanction or other non-monetary directive noticed by the RRO, ERO or FERC for the performance or non-performance of activities for which Bonneville has assumed responsibility under this Delegation Agreement, but Utility desires to challenge such monetary penalty, non-monetary sanction or other non-monetary directive, then Utility shall notify Bonneville in writing of its decision to challenge and consult with Bonneville regarding the potential risks, costs and liabilities resulting from the challenge before filing such challenge. Bonneville shall cooperate with Utility in initiating and pursuing such challenge, and the Parties shall assume their own costs of initiating and pursuing such challenge.

9. Reporting Responsibilities and Information Exchange.

- a. Each Party shall provide in a timely manner to the other any information that is reasonably required and requested by the other Party in writing, and which is needed to perform its obligations under this Delegation Agreement, including without limitation information required by FERC, the ERO, the RRO to determine compliance with the Standards and Requirements for which Bonneville has assumed responsibility under this Delegation Agreement. Such information shall be provided in a timely manner.
- b. If Bonneville determines that it is not in compliance with one or more of the Standards or Requirements set forth in Exhibit A, it shall prepare a report of such violations pursuant to the requirements of the RRO and submit such report to Utility as soon as practicable. Utility shall submit such report to the RRO and inform Bonneville of the date of such submission. Bonneville may submit its report directly to the RRO if Utility has not submitted such report to the RRO within five (5) days of its receipt from Bonneville. As soon

as practicable after the report is submitted to Utility, Bonneville shall prepare a mitigation plan to correct the violation and shall submit such plan to Utility in the proper format which shall then submit such plan to the RRO and inform Bonneville of the date of such submission. Bonneville may submit its mitigation plan directly to the RRO if Utility has not submitted such plan to the RRO within five (5) days of its receipt from Bonneville.

- c. As soon as practicable but not more than two (2) days after learning of an investigation by the RRO, ERO or FERC of a possible violation of the Standards and Requirements set forth in Exhibit A, Utility shall provide telephonic and telefax notice of such investigation to Bonneville and mail a copy of such notice to Bonneville by first class mail.
- d. As soon as practicable but not more than five (5) days after learning of an upcoming compliance audit of Utility by FERC, the ERO or the RRO, Utility shall provide written notice to Bonneville describing the date, time, and location of such audit. Upon receiving such written notice, Bonneville shall deliver as soon as practicable, but no later than two (2) days prior to the scheduled audit, all documents, correspondence, and materials related to the performance of its responsibilities under this Delegation Agreement that are determined by FERC, the ERO or the RRO to be required for such audit. Bonneville shall deliver materials to the location listed in Utility's notice. In the event that the audit will be performed on site, Bonneville shall have a representative in attendance to explain all documentation provided by Bonneville under the terms of this Delegation Agreement.
- e. Where a Party provides information to the other Party under this Delegation Agreement and marks such information as privileged commercial and financial information or critical infrastructure information submitted to a public body in confidence or as trade secret information for purposes of the Freedom of Information Act or similar law of the State of Washington, the other Party shall treat such information as confidential and protected from disclosure to the extent permitted by such law. The Party possessing such information shall notify in writing the providing Party of any request to release such information. The Parties agree to use such information only for purposes of performing the Party's obligations under this Delegation Agreement.

If Bonneville receives a request to disclose such information provided to it by Utility, it shall promptly notify Utility in writing of such request and shall not disclose such information without obtaining the consent of Utility, consistent with Bonneville's obligations under the Freedom of Information Act. If Utility receives a request to disclose such information provided to it by Bonneville, Utility shall promptly notify Bonneville in writing of such request and shall not disclose such information without Bonneville's consent, consistent with Utility's obligations under state law. In the event legal proceedings are initiated to require Utility to release such information, it shall be the responsibility of Bonneville to take any and all actions necessary to protect the confidentiality of such information, and Utility shall not be in

breach of its obligations hereunder if Utility does not take legal or other action to resist the disclosure of such information.

- f. The Parties shall also timely provide each other with any information that is reasonably required, and requested by either Party in writing, to allow the requesting Party to comply with the Standards and Requirements, regardless of whether the requesting Party has assumed responsibility for such Standards or Requirements under this Agreement.

10. Liability and Indemnification.

- a. To the extent allowed by the Federal Tort Claims Act, 62 Stat. 982, as amended, Bonneville agrees to indemnify and hold harmless Utility, its board of directors, officers, employees, agents and representatives against and from any and all loss, claims, actions or suits for or on account of injury, bodily or otherwise, to or death of persons or for damages to or destruction of property belonging to Utility or others, resulting from Bonneville's negligent acts or omissions or intentional misconduct in connection with the performance of this Agreement, excepting that any liability attaching to Bonneville shall be reduced by any proportion that such harm or damage is caused by negligence or intentional misconduct of Utility, its board of directors, officers, employees, agents or representatives.
- b. In no event shall Bonneville be liable to Utility, its board of directors, officers, employees, agents or representatives for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement.

11. Relationship of the Parties. The Parties agree that Bonneville is an independent contractor to Utility in the performance of its obligations under Section 6a of this Agreement. Neither Party is the agent or principal of the other, nor are they partners or joint venturers. Each Party agrees that it will not represent that, in performing its obligations hereunder, it acts in the capacity of agent or principal of the other Party, nor that it is a partner or joint venturer with the other Party with respect to the subject matter of this Agreement.

12. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with Federal law; provided, however, that the capacity, power and authority of Utility to enter into this Agreement and any issue relating to the interpretation of Utility's enabling statutes or its obligations under local or state information access and disclosure laws and regulations shall be governed by and construed in accordance with the constitution and laws of the State of Washington.

13. **Assignment.** Neither this Agreement nor any rights or responsibilities under this Agreement may be assigned by either Party to a third party without the written consent of the other Party, and such consent shall not be unreasonably delayed, conditioned or withheld.
14. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and legal benefit of the Parties, and no other person shall be a direct or indirect legal beneficiary of or have any direct or indirect cause of action or claim in connection with this Agreement or of any duty, obligation, or undertaking established herein.
15. **Notices.** Where this Agreement requires the determination of the date of receipt or delivery of any written notice, request, demand or other communication, it shall be deemed to occur on the earlier of: (i) the date when telefaxed with confirmed transmission, (ii) four (4) days after being deposited into the United States mail; or (iii) the day after being placed into overnight delivery. Any notice, request, demand or other communication under this Agreement shall be directed to the Parties' respective contacts as shown below. Either Party may change or supplement its respective contact information by giving the other Party written notice of such change.

If to the Utility:

Public Utility District No. 1 of Lewis
County
321 NW Pacific Avenue
P. O. Box 330
Chehalis, WA 98532-0330
Title: Manager
Phone: (360) 748-9261
Fax: (360) 740-2455

If to Bonneville:

Attention: Transmission Account Executive
for Public Utility District No. 1 of Lewis
County – TSE/TPP-2
Phone: (360) 619-6004
Fax: (360) 619-6940

If by First Class Mail:

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

If by Overnight Delivery Service:

Bonneville Power Administration – TSE/TPP-2
7500 NE 41st Street, Suite 130
Vancouver, WA 98662-7905

16. **Waivers.** Any waiver at any time by either Party of its rights under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent assertion of that right or matter arising in connection with this Agreement. Any delay short of the statutory period of limitations in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.

- 17. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding Bonneville's duty to perform on Utility's behalf activities that are otherwise Utility's responsibility under the Standards and Requirements.
- 18. **Signature Clause.** The Parties' representatives signing below represent that they have been properly authorized to enter into this Agreement on behalf of the Party for whom they sign.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as shown below.

PUBLIC UTILITY DISTRICT NO. 1 OF
LEWIS COUNTY

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: *David Muller*

By: *Charles R. Sweeney*

Name: DAVID MULLER
(Print/Type)

Name: Charles R. Sweeney
(Print/Type)

Title: Manager

Title: Transmission Account Executive

Date: 10/30/07

Date: 11/15/07

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**Exhibit A, Revision No. 1
Bonneville Responsibilities
Load Serving Entity/Distribution Provider Standards and Requirements**

This Revision No. 1 to Exhibit A adds a clarifying footnote regarding Standard FAC-002-0. This Exhibit A, Revision No. 1 replaces Exhibit A in its entirety.

| Standard | Title | Purpose | Req # | Req Text |
|-----------|--|---|---------------------|--|
| BAL-005-0 | Automatic Generation Control | This standard establishes requirements for Balancing Authority Automatic Generation Control (AGC) necessary to calculate Area Control Error (ACE) and to routinely deploy the Regulating Reserve. The standard also ensures that all facilities and load electrically synchronized to the Interconnection are included within the metered boundary of a Balancing Area so that balancing of resources and demand can be achieved. | R 1.3. | Each Load-Serving Entity with load operating in an Interconnection shall ensure that those loads are included within the metered boundaries of a Balancing Authority Area. |
| FAC-002-0 | Coordination of Plans for New Facilities | To avoid adverse impacts on reliability, Generator Owners and Transmission Owners and electricity end-users must meet facility connection and performance requirements. | R 1.1. ¹ | Evaluation of the reliability impact of the new facilities and their connections on the interconnected transmission systems. |
| FAC-002-0 | Coordination of Plans for New Facilities | | R 1.2. ¹ | Ensurance of compliance with NERC Reliability Standards and applicable Regional, subregional, Power Pool, and individual system planning criteria and facility connection requirements. |
| FAC-002-0 | Coordination of Plans for New Facilities | | R 1.3. ¹ | Evidence that the parties involved in the assessment have coordinated and cooperated on the assessment of the reliability impacts of new facilities on the interconnected transmission systems. While these studies may be performed independently, the results shall be jointly evaluated and coordinated by the entities involved. |

¹ This only applies to connection requests to the Federal Columbia River Transmission System (FCRTS).

| Standard | Title | Purpose | Req # | Req Text |
|-----------|--|---------|---------------------|--|
| FAC-002-0 | Coordination of Plans for New Facilities | | R 1.4. ¹ | Evidence that the assessment included steady-state, short-circuit, and dynamics studies as necessary to evaluate system performance in accordance with Reliability Standard TPL-001-0. |
| FAC-002-0 | Coordination of Plans for New Facilities | | R 1.5. ¹ | Documentation that the assessment included study assumptions, system performance, alternatives considered, and jointly coordinated recommendations. |
| PRC-009-0 | Analysis and Documentation of Underfrequency Load Shedding Performance Following an Underfrequency Event | | R 1.3. | A simulation of the event. |
| PRC-009-0 | Analysis and Documentation of Underfrequency Load Shedding Performance Following an Underfrequency Event | | R 1.4. | A summary of the findings. |

¹ This only applies to connection requests to the Federal Columbia River Transmission System (FCRTS).

| Standard | Title | Purpose | Req # | Req Text |
|-----------|--|---------|-------|---|
| PRC-009-0 | Analysis and Documentation of Underfrequency Load Shedding Performance Following an Underfrequency Event | | R 2. | The Transmission Owner, Transmission Operator, Load-Serving Entity, and Distribution Provider that owns or operates a UFLS program (as required by its Regional Reliability Organization) shall provide documentation of the analysis of the UFLS program to its Regional Reliability Organization and NERC on request 90 calendar days after the system event. |

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Exhibit B
Utility Responsibilities
Load Serving Entity/Distribution Provider Standards and Requirements

| Standard | Title | Purpose | Req # | Req Text |
|-----------|--------------------|--|-------|--|
| CIP-001-1 | Sabotage Reporting | Disturbances or unusual occurrences, suspected or determined to be caused by sabotage, shall be reported to the appropriate systems, governmental agencies, and regulatory bodies. | R 1. | Each Reliability Coordinator, Balancing Authority, Transmission Operator, Generator Operator, and Load Serving Entity shall have procedures for the recognition of and for making their operating personnel aware of sabotage events on its facilities and multi site sabotage affecting larger portions of the Interconnection. |
| CIP-001-1 | Sabotage Reporting | | R 2. | Each Reliability Coordinator, Balancing Authority, Transmission Operator, Generator Operator, and Load Serving Entity shall have procedures for the communication of information concerning sabotage events to appropriate parties in the Interconnection. |
| CIP-001-1 | Sabotage Reporting | | R 3. | Each Reliability Coordinator, Balancing Authority, Transmission Operator, Generator Operator, and Load Serving Entity shall provide its operating personnel with sabotage response guidelines, including personnel to contact, for reporting disturbances due to sabotage events. |

| Standard | Title | Purpose | Req # | Req Text |
|-----------|-----------------------|--|--------|--|
| CIP-001-1 | Sabotage Reporting | | R 4. | Each Reliability Coordinator, Balancing Authority, Transmission Operator, Generator Operator, and Load Serving Entity shall establish communications contacts, as applicable, with local Federal Bureau of Investigation (FBI) or Royal Canadian Mounted Police (RCMP) officials and develop reporting procedures as appropriate to their circumstances. |
| EOP-004-2 | Disturbance Reporting | Disturbances or unusual occurrences that jeopardize the operation of the Bulk Electric System, or result in system equipment damage or customer interruptions, need to be studied and understood to minimize the likelihood of similar events in the future. | R 2. | A Reliability Coordinator, Balancing Authority, Transmission Operator, Generator Operator or Load Serving Entity shall promptly analyze Bulk Electric System disturbances on its system or facilities. |
| EOP-004-2 | Disturbance Reporting | | R 3. | A Reliability Coordinator, Balancing Authority, Transmission Operator, Generator Operator or Load Serving Entity experiencing a reportable incident shall provide a preliminary written report to its Regional Reliability Organization and NERC. |
| EOP-004-2 | Disturbance Reporting | | R 3.1. | The affected Reliability Coordinator, Balancing Authority, Transmission Operator, Generator Operator or Load Serving Entity shall submit within 24 hours of the disturbance or unusual occurrence a copy of the NERC Interconnection Reliability Operating Limit and Preliminary Disturbance Report form. Events that are not identified until some time after they occur shall be reported within 24 hours of being recognized. |

| Standard | Title | Purpose | Req # | Req Text |
|-----------|-----------------------|---------|--------|--|
| EOP-004-2 | Disturbance Reporting | | R 3.2. | Applicable reporting forms are provided in Attachment 1-EOP-004. |
| EOP-004-2 | Disturbance Reporting | | R 3.3. | Under certain adverse conditions, e.g., severe weather, it may not be possible to assess the damage caused by a disturbance and issue a written Interconnection Reliability Operating Limit and Preliminary Disturbance Report within 24 hours. In such cases, the affected Reliability Coordinator, Balancing Authority, Transmission Operator, Generator Operator, or Load Serving Entity shall promptly notify its Regional Reliability Organization(s) and NERC, and verbally provide as much information as is available at that time. The affected Reliability Coordinator, Balancing Authority, Transmission Operator, Generator Operator, or Load Serving Entity shall then provide timely, periodic verbal updates until adequate information is available to issue a written Preliminary Disturbance Report. |

| Standard | Title | Purpose | Req # | Req Text |
|-----------|--|---|--------|--|
| EOP-004-2 | Disturbance Reporting | | R 3.4. | If, in the judgment of the Regional Reliability Organization, after consultation with the Reliability Coordinator, Balancing Authority, Transmission Operator, Generator Operator, or Load Serving Entity in which a disturbance occurred, a final report is required, the affected Reliability Coordinator, Balancing Authority, Transmission Operator, Generator Operator, or Load Serving Entity shall prepare this report within 60 days. As a minimum, the final report shall have a discussion of the events and its cause, the conclusions reached, and recommendations to prevent recurrence of this type of event. The report shall be subject to Regional Reliability Organization approval. |
| FAC-002-0 | Coordination of Plans for New Facilities | To avoid adverse impacts on reliability, Generator Owners and Transmission Owners and electricity end-users must meet facility connection and performance requirements. | R 1. | The Generator Owner, Transmission Owner, Distribution Provider, and Load-Serving Entity seeking to integrate generation facilities, transmission facilities, and electricity end-user facilities shall each coordinate and cooperate on its assessments with its Transmission Planner and Planning Authority. The assessment shall include: |

| Standard | Title | Purpose | Req # | Req Text |
|-----------|---|---|-------|--|
| FAC-002-0 | Coordination of Plans for New Facilities | To avoid adverse impacts on reliability, Generator Owners and Transmission Owners and electricity end-users must meet facility connection and performance requirements. | R 2. | The Planning Authority, Transmission Planner, Generator Owner, Transmission Owner, Load-Serving Entity, and Distribution Provider shall each retain its documentation (of its evaluation of the reliability impact of the new facilities and their connections on the interconnected transmission systems) for three years and shall provide the documentation to the Regional Reliability Organization(s) and NERC on request (within 30 calendar days). |
| IRO-001-1 | Reliability Coordination - Responsibilities and Authorities | Reliability Coordinators must have the authority, plans, and agreements in place to immediately direct reliability entities within their Reliability Coordinator Areas to redispatch generation, reconfigure transmission, or reduce load to mitigate critical conditions to return the system to a reliable state. If a Reliability Coordinator delegates tasks to others, the Reliability Coordinator retains its responsibilities for complying with NERC and regional standards. Standards of conduct are necessary to ensure the Reliability Coordinator does not act in a manner that favors one market participant over another. | R 8. | Transmission Operators, Balancing Authorities, Generator Operators, Transmission Service Providers, Load-Serving Entities, and Purchasing-Selling Entities shall comply with Reliability Coordinator directives unless such actions would violate safety, equipment, or regulatory or statutory requirements. Under these circumstances, the Transmission Operator, Balancing Authority, Generator Operator, Transmission Service Provider, Load-Serving Entity, or Purchasing-Selling Entity shall immediately inform the Reliability Coordinator of the inability to perform the directive so that the Reliability Coordinator may implement alternate remedial actions. |

| Standard | Title | Purpose | Req # | Req Text |
|-----------|--|--|--------|--|
| IRO-004-1 | Reliability Coordination - Operations Planning | Each Reliability Coordinator must conduct next-day reliability analyses for its Reliability Coordinator Area to ensure the Bulk Electric System can be operated reliably in anticipated normal and Contingency conditions. System studies must be conducted to highlight potential interface and other operating limits, including overloaded transmission lines and transformers, voltage and stability limits, etc. Plans must be developed to alleviate System Operating Limit (SOL) and Interconnection Reliability Operating Limit (IROL) violations. | R 4. | Each Transmission Operator, Balancing Authority, Transmission Owner, Generator Owner, Generator Operator and Load Serving Entity in the Reliability Coordinator Area shall provide information required for system studies, such as critical facility status, Load, generation, operating reserve projections, and known Interchange Transactions. This information shall be available by 1200 Central Standard time for the Eastern Interconnection and 1200 Pacific Standard Time for the Western Interconnection. |
| MOD-017-0 | Aggregated Actual and Forecast Demands and Net Energy for Load | To ensure that assessments and validation of past events and databases can be performed, reporting of actual Demand data is needed. Forecast demand data is needed to perform future system assessment to identify the need for system reinforcement for continued reliability. In addition to assist in proper real-time operating, load information related to controllable Demand-Side Management programs is needed. | R 1. | The Load-Serving Entity, Planning Authority and Resource Planner shall each provide the following information annually on an aggregated Regional, subregional, Power Pool, individual system, or Load-Serving Entity basis to NERC, the Regional Reliability Organizations, and any other entities specified by the documentation in Standard MOD-016-0_R1. |
| MOD-017-0 | Aggregated Actual and Forecast Demands and Net Energy for Load | | R 1.1. | Integrated hourly demands in megawatts (MW) for the prior year. |
| MOD-017-0 | Aggregated Actual and Forecast Demands and Net Energy for Load | | R 1.2. | Monthly and annual peak hour actual demands in MW and Net Energy for Load in gigawatthours (GWh) for the prior year. |

| Standard | Title | Purpose | Req # | Req Text |
|-----------|---|--|--------|---|
| MOD-017-0 | Aggregated Actual and Forecast Demands and Net Energy for Load | | R 1.3. | Monthly peak hour forecast demands in MW and Net Energy for Load in GWh for the next two years |
| MOD-017-0 | Aggregated Actual and Forecast Demands and Net Energy for Load | | R 1.4. | Annual Peak hour forecast demands (summer and winter) in MW and annual Net Energy for load in GWh for at least five years and up to ten years into the future, as requested. |
| MOD-018-0 | Treatment of Nonmember Demand Data and How Uncertainties are Addressed in the Forecasts of Demand and Net Energy for Load | To ensure that Assessments and validation of past events and databases can be performed, reporting of actual demand data is needed. Forecast demand data is needed to perform future system assessments to identify the need for system reinforcement for continued reliability. In addition, to assist in proper real-time operating, load information related to controllable Demand-Side Management programs is needed. | R 1. | The Load-Serving Entity, Planning Authority, Transmission Planner and Resource Planner's report of actual and forecast demand data (reported on either an aggregated or dispersed basis) shall: |
| MOD-018-0 | Treatment of Nonmember Demand Data and How Uncertainties are Addressed in the Forecasts of Demand and Net Energy for Load | | R 1.1. | Indicate whether the demand data of nonmember entities within an area or Regional Reliability Organization are included, and |

| Standard | Title | Purpose | Req # | Req Text |
|-----------|---|---------|--------|---|
| MOD-018-0 | Treatment of Nonmember Demand Data and How Uncertainties are Addressed in the Forecasts of Demand and Net Energy for Load | | R 1.2. | Address assumptions, methods, and the manner in which uncertainties are treated in the forecasts of aggregated peak demands and Net Energy for Load. |
| MOD-018-0 | Treatment of Nonmember Demand Data and How Uncertainties are Addressed in the Forecasts of Demand and Net Energy for Load | | R 1.3. | Items (MOD-018-0_R1.1) and (MOD-018-0_R1.2) shall be addressed as described in the reporting procedures developed for Standard MOD-016-0_R1. |
| MOD-018-0 | Treatment of Nonmember Demand Data and How Uncertainties are Addressed in the Forecasts of Demand and Net Energy for Load | | R 2. | The Load-Serving Entity, Planning Authority, Transmission Planner and Resource Planner shall each report data associated with Reliability Standard MOD-018-0_R1 to NERC, the Regional Reliability Organization, Load-Serving Entity, Planning Authority, and Resource Planner on request (within 30 calendar days). |

| Standard | Title | Purpose | Req # | Req Text |
|-----------|---|--|-------|---|
| MOD-019-0 | Reporting of Interruptible Demands and Direct Control Load Management | To ensure that assessments and validation of past events and databases can be performed, reporting of actual demand data is needed. Forecast demand data is needed to perform future system assessments to identify the need for system reinforcement for continued reliability. In addition, to assist in proper real-time operating, load information related to controllable Demand-Side Management programs is needed. | R 1. | The Load-Serving Entity, Planning Authority, Transmission Planner, and Resource Planner shall each provide annually its forecasts of interruptible demands and Direct Control Load Management (DCLM) data for at least five years and up to ten years into the future, as requested, for summer and winter peak system conditions to NERC, the Regional Reliability Organizations, and other entities (Load-Serving Entities, Planning Authorities, and Resource Planners) as specified by the documentation in Reliability Standard MOD-016-0 R 1. |
| MOD-020-0 | Providing Interruptible Demands and Direct Control Load Management Data to System Operators and Reliability Coordinators | To ensure that assessments and validation of past events and databases can be performed, reporting of actual demand data is needed. Forecast demand data is needed to perform future system assessments to identify the need for system reinforcement for continued reliability. In addition to assist in proper real-time operating, load information related to controllable Demand-Side Management programs is needed. | R 1. | The Load-Serving Entity, Transmission Planner, and Resource Planner shall each make known its amount of interruptible demands and Direct Control Load Management (DCLM) to Transmission Operators, Balancing Authorities, and Reliability Coordinators on request within 30 calendar days. |

| Standard | Title | Purpose | Req # | Req Text |
|-----------|--|--|-------|--|
| MOD-021-0 | Documentation of the Accounting Methodology for the Effects of Controllable Demand-Side Management in Demand and Energy Forecasts. | To ensure that assessments and validation of past events and databases can be performed, reporting of actual Demand data is needed. Forecast demand data is needed to perform future system assessments to identify the need for system reinforcement for continued reliability. In addition, to assist in proper real-time operating, load information related to controllable Demand-Side Management (DSM) programs is needed. | R 1. | The Load-Serving Entity, Transmission Planner and Resource Planner's forecasts shall each clearly document how the Demand and energy effects of DSM programs (such as conservation, time-of-use rates, interruptible Demands, and Direct Control Load Management) are addressed. |
| MOD-021-0 | Documentation of the Accounting Methodology for the Effects of Controllable Demand-Side Management in Demand and Energy Forecasts. | | R 2. | The Load-Serving Entity, Transmission Planner and Resource Planner shall each include information detailing how Demand-Side Management measures are addressed in the forecasts of its Peak Demand and annual Net Energy for Load in the data reporting procedures of Standard MOD-016-0_R 1. |
| MOD-021-0 | Documentation of the Accounting Methodology for the Effects of Controllable Demand-Side Management in Demand and Energy Forecasts. | | R 3. | The Load-Serving Entity, Transmission Planner and Resource Planner shall each make documentation on the treatment of its DSM programs available to NERC on request (within 30 calendar days). |

| Standard | Title | Purpose | Req# | Req Text |
|-----------|--|--|------|--|
| PRC-004-1 | Analysis and Mitigation of Transmission and Generation Protection System Misoperations | Ensure all transmission and generation Protection System Misoperations affecting the reliability of the Bulk Electric System (BES) are analyzed and mitigated. | R 1. | The Transmission Owner and any Distribution Provider that owns a transmission Protection System shall each analyze its transmission Protection System Misoperations and shall develop and implement a Corrective Action Plan to avoid future Misoperations of a similar nature according to the Regional Reliability Organization's procedures developed for Reliability Standard PRC-003 Requirement 1. |
| PRC-004-1 | Analysis and Mitigation of Transmission and Generation Protection System Misoperations | | R 3. | The Transmission Owner, any Distribution Provider that owns a transmission Protection System, and the Generator Owner shall each provide to its Regional Reliability Organization, documentation of its Misoperations analyses and Corrective Action Plans according to the Regional Reliability Organization's procedures developed for PRC-003 R1. |
| PRC-005-1 | Transmission and Generation Protection System Maintenance and Testing | To ensure all transmission and generation Protection Systems affecting the reliability of the Bulk Electric System (BES) are maintained and tested. | R 1. | Each Transmission Owner and any Distribution Provider that owns a transmission Protection System and each Generator Owner that owns a generation Protection System shall have a Protection System maintenance and testing program for Protection Systems that affect the reliability of the BES. The program shall include: |

| Standard | Title | Purpose | Req # | Req Text |
|-----------|---|---------|--------|--|
| PRC-005-1 | Transmission and Generation Protection System Maintenance and Testing | | R 1.1. | Maintenance and testing intervals and their basis. |
| PRC-005-1 | Transmission and Generation Protection System Maintenance and Testing | | R 1.2. | Summary of maintenance and testing procedures. |
| PRC-005-1 | Transmission and Generation Protection System Maintenance and Testing | | R 2. | Each Transmission Owner and any Distribution Provider that owns a transmission Protection System and each Generator Owner that owns a generation Protection System shall provide documentation of its Protection System maintenance and testing program and the implementation of that program to its Regional Reliability Organization on request (within 30 calendar days). The documentation of the program implementation shall include: |

| Standard | Title | Purpose | Req # | Req Text |
|-----------|---|---|--------|---|
| PRC-005-1 | Transmission and Generation Protection System Maintenance and Testing | | R 2.1. | Evidence Protection System devices were maintained and tested within the defined intervals. |
| PRC-005-1 | Transmission and Generation Protection System Maintenance and Testing | | R 2.2. | Date each Protection System device was last tested/maintained. |
| PRC-007-0 | Assuring Consistency of Entity Underfrequency Load Shedding Programs with Regional Reliability Organization's Underfrequency Load Shedding Program Requirements | Provide last resort System preservation measures by implementing an Under Frequency Load Shedding (UFLS) program. | R 1. | The Transmission Owner and Distribution Provider, with a UFLS program (as required by its Regional Reliability Organization) shall ensure that its UFLS program is consistent with its Regional Reliability Organization's UFLS program requirements. |

| Standard | Title | Purpose | Req # | Req Text |
|-----------|---|---------|-------|--|
| PRC-007-0 | Assuring Consistency of Entity Underfrequency Load Shedding Programs with Regional Reliability Organization's Underfrequency Load Shedding Program Requirements | | R 2. | The Transmission Owner, Transmission Operator, Distribution Provider, and Load-Serving Entity that owns or operates a UFLS program (as required by its Regional Reliability Organization) shall provide, and annually update, its underfrequency data as necessary for its Regional Reliability Organization to maintain and update a UFLS program database. |
| PRC-007-0 | Assuring Consistency of Entity Underfrequency Load Shedding Programs with Regional Reliability Organization's Underfrequency Load Shedding Program Requirements | | R 3. | The Transmission Owner and Distribution Provider that owns a UFLS program (as required by its Regional Reliability Organization) shall provide its documentation of that UFLS program to its Regional Reliability Organization on request (30 calendar days). |

| Standard | Title | Purpose | Req # | Req Text |
|-----------|--|---|-------|--|
| PRC-008-0 | Implementation and Documentation of Underfrequency Load Shedding Equipment Maintenance Program | Provide last resort system preservation measures by implementing an Under Frequency Load Shedding (UFLS) program. | R 1. | The Transmission Owner and Distribution Provider with a UFLS program (as required by its Regional Reliability Organization) shall have a UFLS equipment maintenance and testing program in place. This UFLS equipment maintenance and testing program shall include UFLS equipment identification, the schedule for UFLS equipment testing, and the schedule for UFLS equipment maintenance. |
| PRC-008-0 | Implementation and Documentation of Underfrequency Load Shedding Equipment Maintenance Program | | R 2. | The Transmission Owner and Distribution Provider with a UFLS program (as required by its Regional Reliability Organization) shall implement its UFLS equipment maintenance and testing program and shall provide UFLS maintenance and testing program results to its Regional Reliability Organization and NERC on request (within 30 calendar days). |

| Standard | Title | Purpose | Req # | Req Text |
|-----------|--|--|----------|---|
| PRC-009-0 | Analysis and Documentation of Underfrequency Load Shedding Performance Following an Underfrequency Event | Provide last resort System preservation measures by implementing an Under Frequency Load Shedding (UFLS) program. | R 1. | The Transmission Owner, Transmission Operator, Load-Serving Entity and Distribution Provider that owns or operates a UFLS program (as required by its Regional Reliability Organization) shall analyze and document its UFLS program performance in accordance with its Regional Reliability Organization's UFLS program. The analysis shall address the performance of UFLS equipment and program effectiveness following system events resulting in system frequency excursions below the initializing set points of the UFLS program. The analysis shall include, but not be limited to: |
| PRC-010-0 | Technical Assessment of the Design and Effectiveness of Undervoltage Load Shedding Program. | | R 1.1.3. | A review of the voltage set points and timing. |
| PRC-011-0 | Undervoltage Load Shedding System Maintenance and Testing | Provide system preservation measures in an attempt to prevent system voltage collapse or voltage instability by implementing an Undervoltage Load Shedding (UVLS) program. | R 1. | The Transmission Owner and Distribution Provider that owns a UVLS system shall have a UVLS equipment maintenance and testing program in place. This program shall include: |

| Standard | Title | Purpose | Req # | Req Text |
|-----------|---|---------|----------|--|
| PRC-011-0 | Undervoltage Load Shedding System Maintenance and Testing | | R 1.1. | The UVLS system identification which shall include but is not limited to |
| PRC-011-0 | Undervoltage Load Shedding System Maintenance and Testing | | R 1.1.1. | Relays. |
| PRC-011-0 | Undervoltage Load Shedding System Maintenance and Testing | | R 1.1.2. | Instrument transformers |
| PRC-011-0 | Undervoltage Load Shedding System Maintenance and Testing | | R 1.1.3. | Communications systems, where appropriate. |
| PRC-011-0 | Undervoltage Load Shedding System Maintenance and Testing | | R 1.1.4. | Batteries. |
| PRC-011-0 | Undervoltage Load Shedding System Maintenance and Testing | | R 1.2. | Documentation of maintenance and testing intervals and their basis |

| Standard | Title | Purpose | Req # | Req Text |
|-----------|---|---------|--------|--|
| PRC-011-0 | Undervoltage Load Shedding System Maintenance and Testing | | R 1.3. | Summary of testing procedure. |
| PRC-011-0 | Undervoltage Load Shedding System Maintenance and Testing | | R 1.4. | Schedule for system testing |
| PRC-011-0 | Undervoltage Load Shedding System Maintenance and Testing | | R 1.5. | Schedule for system maintenance. |
| PRC-011-0 | Undervoltage Load Shedding System Maintenance and Testing | | R 1.6. | Date last tested/maintained. |
| PRC-011-0 | Undervoltage Load Shedding System Maintenance and Testing | | R 2. | The Transmission Owner and Distribution Provider that owns a UVLS system shall provide documentation of its UVLS equipment maintenance and testing program and the implementation of that UVLS equipment maintenance and testing program to its Regional Reliability Organization and NERC on request (within 30 calendar days). |

| Standard | Title | Purpose | Req # | Req Text |
|-----------|--|--|-------|---|
| PRC-015-0 | Special Protection System Data and Documentation | To ensure that all Special Protection Systems (SPS) are properly designed, meet performance requirements, and are coordinated with other protection systems. To ensure that maintenance and testing programs are developed and misoperations are analyzed and corrected. | R 1. | The Transmission Owner, Generator Owner, and Distribution Provider that owns an SPS shall maintain a list of and provide data for existing and proposed SPSs as specified in Reliability Standard PRC-013-0_R 1. |
| PRC-015-0 | Special Protection System Data and Documentation | | R 2. | The Transmission Owner, Generator Owner, and Distribution Provider that owns an SPS shall have evidence it reviewed new or functionally modified SPSs in accordance with the Regional Reliability Organization's procedures as defined in Reliability Standard PRC-012-0_R1 prior to being placed in service. |
| PRC-015-0 | Special Protection System Data and Documentation | | R 3. | The Transmission Owner, Generator Owner, and Distribution Provider that owns an SPS shall provide documentation of SPS data and the results of Studies that show compliance of new or functionally modified SPSs with NERC Reliability Standards and Regional Reliability Organization criteria to affected Regional Reliability Organizations and NERC on request (within 30 calendar days). |
| PRC-016-0 | Special Protection System Misoperations | To ensure that all Special Protection Systems (SPS) are properly designed, meet performance requirements, and are coordinated with other protection systems. To ensure that maintenance and testing programs are developed and misoperations are analyzed and corrected. | R 1. | The Transmission Owner, Generator Owner, and Distribution Provider that owns an SPS shall analyze its SPS operations and maintain a record of all misoperations in accordance with the Regional SPS review procedure specified in Reliability Standard PRC-012-0_R 1. |

| Standard | Title | Purpose | Req # | Req Text |
|-----------|---|--|----------|--|
| PRC-016-0 | Special Protection System Misoperations | | R 2. | The Transmission Owner, Generator Owner, and Distribution Provider that owns an SPS shall take corrective actions to avoid future misoperations. |
| PRC-016-0 | Special Protection System Misoperations | | R 3. | The Transmission Owner, Generator Owner, and Distribution Provider that owns an SPS shall provide documentation of the misoperation analyses and the corrective action plans to its Regional Reliability Organization and NERC on request (within 90 calendar days). |
| PRC-017-0 | Special Protection System Maintenance and Testing | To ensure that all Special Protection Systems (SPS) are properly designed, meet performance requirements, and are coordinated with other protection systems. To ensure that maintenance and testing programs are developed and misoperations are analyzed and corrected. | R 1. | The Transmission Owner, Generator Owner, and Distribution Provider that owns an SPS shall have a system maintenance and testing program(s) in place. The program(s) shall include: |
| PRC-017-0 | Special Protection System Maintenance and Testing | | R 1.1. | SPS identification shall include but is not limited to: |
| PRC-017-0 | Special Protection System Maintenance and Testing | | R 1.1.1. | Relays |
| PRC-017-0 | Special Protection System Maintenance and Testing | | R 1.1.2. | Instrument transformers. |

| Standard | Title | Purpose | Req # | Req Text |
|-----------|---|---------|----------|---|
| PRC-017-0 | Special Protection System Maintenance and Testing | | R 1.1.3. | Communications systems, where appropriate. |
| PRC-017-0 | Special Protection System Maintenance and Testing | | R 1.1.4. | Batteries. |
| PRC-017-0 | Special Protection System Maintenance and Testing | | R 1.2. | Documentation of maintenance and testing intervals and their basis. |
| PRC-017-0 | Special Protection System Maintenance and Testing | | R 1.3. | Summary of testing procedure |
| PRC-017-0 | Special Protection System Maintenance and Testing | | R 1.4. | Schedule for system testing. |
| PRC-017-0 | Special Protection System Maintenance and Testing | | R 1.5. | Schedule for system maintenance. |

| Standard | Title | Purpose | Req # | Req-Text |
|-----------|---|---|--------|---|
| PRC-017-0 | Special Protection System Maintenance and Testing | | R 1.6. | Date last tested/maintained. |
| PRC-017-0 | Special Protection System Maintenance and Testing | | R 2. | The Transmission Owner, Generator Owner, and Distribution Provider that owns an SPS shall provide documentation of the program and its implementation to the appropriate Regional Reliability Organizations and NERC on request (within 30 calendar days). |
| PRC-021-1 | Under-Voltage Load Shedding Program Performance | Ensure data is provided to support the Regional database maintained for under-voltage load shedding (UVLS) programs that were implemented to mitigate the risk of voltage collapse or voltage instability in the Bulk Electric System (BES) | R.1. | Each Transmission owner and distribution provider that owns a UVLS program to mitigate the risk voltage collapse or voltage instability in the BES shall annually update its UVLS data to support the Regional UVLS program database. The following data shall be provided to the Regional Reliability Organization for each installed UVLS system: |
| PRC-021-1 | Under-Voltage Load Shedding Program Performance | | R 1.1. | Size and location of customer load, or percent of connected load, to be interrupted. |
| PRC-021-1 | Under-Voltage Load Shedding Program Performance | | R 1.2. | Corresponding voltage set points and overall scheme clearing times |

| Standard | Title | Purpose | Req # | Req Text |
|-----------|---|--|--------|--|
| PRC-021-1 | Under-Voltage Load Shedding Program Performance | | R 1.3. | Time delay from initiation to trip signal |
| PRC-021-1 | Under-Voltage Load Shedding Program Performance | | R 1.4. | Breaker operating times. |
| PRC-021-1 | Under-Voltage Load Shedding Program Performance | | R 1.5. | Any other schemes that are part of or impact the UVLS programs such as related generation protection, islanding schemes, automatic load restoration schemes, UFLS and Special Protection Systems. |
| PRC-021-1 | Under-Voltage Load Shedding Program Performance | | R 2 | Each Transmission Owner and Distribution Provider that owns a UVLS program shall provide its UVLS program data to the Regional Reliability Organization within 30 calendar days of a request. |
| PRC-022-1 | Under-Voltage Load Shedding Program Performance | Ensure that Under Voltage Load Shedding (UVLS) programs perform as intended to mitigate the risk of voltage collapse or voltage instability in the Bulk Electric System (BES). | R 1. | Each Transmission Operator, Load-Serving Entity, and Distribution Provider that operates a UVLS program to mitigate the risk of voltage collapse or voltage instability in the BES shall analyze and document all UVLS operations and Misoperations. The analysis shall include: |
| PRC-022-1 | Under-Voltage Load Shedding Program Performance | | R 1.1. | A description of the event including initiating conditions |

| Standard | Title | Purpose | Req # | Req Text |
|-----------|---|---------|--------|--|
| PRC-022-1 | Under-Voltage Load Shedding Program Performance | | R 1.2. | A review of the UVLS set points and tripping times. |
| PRC-022-1 | Under-Voltage Load Shedding Program Performance | | R 1.3. | A simulation of the event, if deemed appropriate by the Regional Reliability Organization. For most events, analysis of sequence of events may be sufficient and dynamic simulations may not be needed |
| PRC-022-1 | Under-Voltage Load Shedding Program Performance | | R 1.4. | A summary of the findings. |
| PRC-022-1 | Under-Voltage Load Shedding Program Performance | | R 1.5. | For any Misoperation, a Corrective Action Plan to avoid future misoperations of asimilar nature |
| PRC-022-1 | Under-Voltage Load Shedding Program Performance | | R 2. | Each Transmission Operator, Load-Serving Entity, and Distribution Provider that operates a UVLS program shall provide documentation of its analysis of UVLS program performance to its Regional Reliability Organization within 90 calendar days of a request. |

| Standard | Title | Purpose | Req # | Req Text |
|-----------|--|--|-------|--|
| TOP-001-1 | Reliability Responsibilities and Authorities | To ensure reliability entities have clear decision-making authority and capabilities to take appropriate actions or direct the actions of others to return the transmission system to normal conditions during an emergency. | R 4. | Each Distribution Provider and Load Serving Entity shall comply with all reliability directives issued by the Transmission Operator, including shedding firm load, unless such actions would violate safety, equipment, regulatory or statutory requirements. Under these circumstances, the Distribution Provider or Load Serving Entity shall immediately inform the Transmission Operator of the inability to perform the directive so that the Transmission Operator can implement alternate remedial actions. |
| TOP-002-2 | Normal Operations Planning | Current operations plans and procedures are essential to being prepared for reliable operations, including response for unplanned events. | R 3. | Each Load Serving Entity and Generator Operator shall coordinate (where confidentiality agreements allow) its current-day, next-day, and seasonal operations with its Host Balancing Authority and Transmission Service Provider. Each Balancing Authority and Transmission Service Provider shall coordinate its current-day, next-day, and seasonal operations with its Transmission Operator. |
| TOP-002-2 | Normal Operations Planning | | R 18. | Neighboring Balancing Authorities, Transmission Operators, Generator Operators, Transmission Service Providers and Load Serving Entities shall use uniform line identifiers when referring to transmission facilities of an interconnected network. |



Department of Energy
Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

POWER SERVICES

November 13, 2008

In reply refer to: PSW-6

Contract No. 09PB-13259
CREDITWORTHINESS AGREEMENT

Mr. David J. Muller, Manager
Public Utility District No. 1
of Lewis County
321 NW Pacific Avenue
Chehalis, WA 98532

Dear Mr. Muller:

The Bonneville Power Administration (BPA) and Public Utility District No. 1 of Lewis County (Lewis) intend to enter into Contract No. 09PB-13063, Slice/Block Power Sales Agreement (Slice Agreement). This Creditworthiness Agreement (Agreement) is only applicable to the Slice Agreement. BPA and Lewis are sometimes referred to individually as "Party" and jointly as "Parties".

In recognition of the unique features of the Slice Agreement and as an accommodation to BPA, Lewis hereby agrees to enter into this Agreement.

Accordingly, BPA and Lewis agree as follows:

1. **TERM.** This Agreement takes effect on the date the Slice Agreement is signed by BPA and Lewis, and shall continue in effect until the date, after termination or expiration of the Slice Agreement, on which all payment obligations of Lewis to BPA in connection with the purchase of electric power by Lewis under section 5 of the Slice Agreement have been satisfied.
2. **DEFINITIONS**
 - (a) "Acceptable Credit Support" means the following, as reasonably determined by BPA, provided that BPA may in its discretion agree that other arrangements qualify as Acceptable Credit Support:
 - (1) The deposit of cash by Lewis in an escrow or trust account managed by a bank; provided, that, such deposit shall qualify as Acceptable Credit Support only if the amounts required under this Agreement have been deposited in such account for

a minimum of six continuous months (or such other continuous period as shall defeat a voidable preference under Federal bankruptcy law then in effect);

- (2) (A) An irrevocable standby letter of credit (LOC) issued by:
- (i) a federally insured bank having at least \$1 billion in deposits and whose senior unsecured debt is rated “A” or better by at least two Major Credit Rating Companies; (ii) the National Rural Utilities Cooperative Finance Corporation, so long as its senior unsecured debt is rated “A” or better by at least two Major Credit Rating Companies; or (iii) an institution of equivalent creditworthiness, as reasonably determined by BPA.
- (B) The terms and conditions of the LOC shall provide that:
- (i) It must be payable in full solely to BPA not later than three Business Days after written demand by BPA and without further conditions;
 - (ii) It must guarantee payment and not performance;
 - (iii) It must waive diligence, presentment, demand, protest, notice of acceptance or any other notice;
 - (iv) It must not be terminable by Lewis without BPA’s approval;
 - (v) It must be subject to amendment only with BPA’s approval;
 - (vi) It must be non-transferable and the issuer of the LOC must be obligated to notify BPA of any assumption or assignment thereof;
 - (vii) Except as otherwise stated in section 2(a)(2)(B)(i-vi), this LOC is subject to International Standby Practices 1998, International Chamber of Commerce Publication No. 590 (ISP98), and as to matters not addressed by the ISP98 this letter of credit shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflicts of

laws, except that to the extent the parties' rights and obligations are required to be governed by United States Federal law, then such rights and obligations shall be governed by United States Federal law.

From time-to-time, the Parties may agree to attach hereto a form of LOC to be used by Lewis if Acceptable Credit Support must be posted pursuant to this Agreement.

- (b) "Business Day" means any day that is normally observed by Lewis as a workday. If the last day of a period during which an action is to be taken under this Agreement falls on a day that is not a Business Day, the last day of such period shall be the next Business Day.
- (c) "Major Credit Rating Companies" means Standard & Poor's, Moody's Investors Services, Inc., Fitch Ratings, or their respective affiliates and successors.
- (d) "Maximum Annual Power Billing" means: (1) at a given time other than in the first year in which power is to be sold to Lewis under the Slice Agreement, an amount equal to twelve times the greatest monthly amount theretofore billed to Lewis by BPA under section 5 of the Slice Agreement in the preceding twelve months, and (2) at a given time in the first year in which power is to be sold to Lewis under the Slice Agreement, an amount equal to twelve times the greatest monthly amount forecast to be billed to Lewis by BPA in such year calculated consistent with BPA's then-applicable Wholesale Power Rate Schedules (regardless of whether or not such schedules are final proposed schedules or have been confirmed by the Federal Energy Regulatory Commission on a provisional or final basis). In the case of both (1) and (2) hereof, the Maximum Annual Power Billing shall not include any amount with respect to the Slice True-Up Adjustment Charge, as defined in the TRM.
- (e) "Tiered Rate Methodology" or "TRM" shall have the meaning as defined in the Slice Agreement.
- (f) "Unenhanced" means, with respect to debt of Lewis, that such debt is secured by the revenues of Lewis only and is not supported by another entity whether through bond insurance, guarantee, or another financial product. In addition, the term is meant to exclude project financed debt and debt that is outstanding but defeased or escrowed to maturity.

3. CREDIT REVIEW AND ACCEPTABLE CREDIT SUPPORT

- (a) **Credit Review.** BPA shall conduct a credit review of Lewis to determine the amount of Acceptable Credit Support, if any, that Lewis must post on or before the date power deliveries by BPA commence under the Slice Agreement.
- (b) **When Acceptable Credit Support Will Not Be Initially Required.** At the time power deliveries by BPA commence, Lewis shall have no obligation to post Acceptable Credit Support under either of the following conditions:
- (1) as of August 1, 2011, Lewis' senior, unenhanced debt, if any, is rated by one or more of the Major Credit Rating Companies; and: (A) none have rated such debt below investment grade (BBB- or its equivalent); and (B) in the case of any such debt having a rating at the lowest investment grade (BBB- or its equivalent), Lewis is not on negative credit watch, or
 - (2) as of August 1, 2011, BPA internally rates Lewis BBB- or greater after completion of the credit review pursuant to section 3(a).
- (c) **When Acceptable Credit Support is Required.** If BPA determines that Lewis does not meet the criteria outlined in section 3(b), then Lewis shall post Acceptable Credit Support at the time power deliveries by BPA commence under the Slice Agreement, assuming timely provision of information by Lewis under section 3(d). BPA shall notify Lewis of the result of such a determination no later than August 1, 2011. If BPA timely notifies Lewis that Acceptable Credit Support is required at the time power deliveries by BPA commence under the Slice Agreement, Lewis must post Acceptable Credit Support on or before the time power deliveries by BPA commence under the Slice Agreement in the amount, if any, determined by BPA; provided, however, that the amount of Acceptable Credit Support may not at any time exceed the product of 0.120 and the Maximum Annual Power Billing.
- (d) **Lewis' Failure to Submit Credit Application and Related Information.** If BPA has not received a completed credit application and other information to BPA's satisfaction by April 1, 2011, BPA, without any credit review, may require that Lewis post Acceptable Credit Support in an amount equal to the product of the Maximum Annual Power Billing and 0.120 at the time power deliveries by BPA commence under the Slice Agreement. In such event, Lewis, must maintain that amount of Acceptable Credit Support until such time as

BPA determines otherwise; provided, however, that BPA shall complete the comprehensive credit review of Lewis as soon as practicable after the receipt of a credit application.

4. **CONTINUING CREDIT REVIEW.** From the time power deliveries by BPA commence under the Slice Agreement until the termination or expiration of this Agreement, Lewis shall be subject to continuing credit review by BPA. BPA may periodically review Lewis' creditworthiness and determine, consistent with the terms of this Agreement, the amount, if any, of Acceptable Credit Support that Lewis must post and maintain; provided, however, that Lewis shall not be required to post or maintain Acceptable Credit Support in excess of the product of 0.120 and the Maximum Annual Power Billing. Within three Business Days of receipt by Lewis of notice by BPA to post or increase the amount of Acceptable Credit Support, Lewis shall post or increase the amount of Acceptable Credit Support to the amount determined and provided in the notice by BPA. BPA shall promptly review any Acceptable Credit Support proposed by Lewis to determine whether it satisfies the requirements of this Agreement. From time-to-time during the term of this Agreement, BPA may request and Lewis shall provide updated information of the type described in section 3(d); provided, however, that such information must be reasonably necessary to BPA's evaluation of Lewis' creditworthiness, and, provided further, that Lewis shall have no obligation to provide BPA with any confidential or business sensitive information.

The following events or conditions are grounds for BPA to determine that Lewis post or increase the amount of Acceptable Credit Support under this section 4:

- (a) BPA has knowledge that Lewis has defaulted on or is not performing its payment obligations under power marketing contracts, or loans, notes, bonds, or other evidences of indebtedness;
- (b) Lewis has senior, unenhanced debt that is rated by at least one Major Credit Rating Company below investment grade (BBB- or its equivalent), or is rated by at least one Major Credit Rating Company below investment grade at the lowest investment grade (BBB- or its equivalent) and Lewis is on negative credit watch by that Major Credit Rating Company;
- (c) The enactment, by any legislative body with competent jurisdiction over Lewis of legislation that would render unlawful: (1) the performance by Lewis of any absolute or contingent obligation to make a payment or to receive delivery in respect of the Slice Agreement, or of any other material provision of the Slice Agreement;

or (2) the performance by Lewis of any material contingent or other obligation that Lewis has under this Agreement, the Slice Agreement or any Acceptable Credit Support relating to this Agreement;

- (d) Lewis takes an official position in any legal proceeding to which it is a party that its performance under the Slice Agreement is unlawful or unauthorized;
- (e) Any litigation is filed against Lewis, or by Lewis, contesting the validity or enforceability of Lewis' obligations under the Slice Agreement or this Agreement, or any material provision of the Slice Agreement or this Agreement;
- (f) Substantial changes in market prices occur that materially and adversely impact Lewis' ability to make payments under the Slice Agreement;
- (g) Other material changes in Lewis' financial condition have occurred that may adversely impact Lewis' ability to make payments under the Slice Agreement; or
- (h) Failure of Lewis to provide BPA with information requested by BPA, and to the extent that Lewis does not provide the requested information, BPA is free to draw any conclusion about the creditworthiness of Lewis with respect to the subject matter of the request.

5. OBLIGATION TO PROVIDE EVIDENCE OF ACCEPTABLE CREDIT SUPPORT. Lewis must provide BPA with copies of any Acceptable Credit Support provided hereunder immediately upon execution of such Acceptable Credit Support and must provide to BPA within two Business Days of notice by BPA reasonably reliable evidence that Acceptable Credit Support is in effect in the amount provided hereunder.

6. DISPUTES

- (a) Lewis may dispute BPA's determinations for the posting of or an increase in the amount of Acceptable Credit Support under this Agreement only if Lewis timely posts the amount so determined by BPA, not to exceed the product of 0.120 and the Maximum Annual Power Billing. Lewis shall maintain such Acceptable Credit Support until the dispute is finally resolved or BPA agrees otherwise.
- (b) Lewis may dispute whether BPA's requests for information are consistent with the terms of this Agreement only if Lewis posts

Acceptable Credit Support in an amount determined by BPA, not to exceed the product of 0.120 and the Maximum Annual Power Billing. Lewis must maintain such Acceptable Credit Support until the dispute is finally resolved or BPA agrees otherwise.

- (c) Lewis may dispute a determination by BPA whether a LOC or other form of security meets the requirements of an Acceptable Credit Support only if Lewis posts or maintains security acceptable to BPA and in an amount determined by BPA, not to exceed the product 0.120 and the Maximum Annual Power Billing.
- (d) In the event of a dispute arising under this section 6, the dispute resolution procedures of the Slice Agreement shall apply.

7. REQUESTS TO REEVALUATE CREDITWORTHINESS. Lewis may request, at any time during the term of this Agreement, that BPA reevaluate Lewis' creditworthiness. Upon such request, BPA shall determine, consistent with the provisions of this Agreement, whether to reduce the amount of Acceptable Credit Support then required to be posted or maintained by Lewis.

8. FAILURE TO POST OR MAINTAIN SECURITY. In the event Lewis does not: (a) post or maintain Acceptable Credit Support in the amount required hereunder; or (b) provide reasonably reliable evidence thereof, in each case as provided in this Agreement, Lewis is in default of this Agreement. Lewis has three Business Days from the date of receipt by Lewis of notification by BPA of such default to cure such default by posting Acceptable Credit Support in the amount required hereunder, or, as the case may be, by providing BPA with reasonably reliable evidence thereof. If the default is not so cured within such period, Lewis is in material breach of this Agreement and the Slice Agreement, and BPA may terminate its obligation to deliver electric power under the Slice Agreement as provided in section 24.7 thereof.

9. ACCESS TO AND USE OF FUNDS

- (a) **Access to Funds Available Under Acceptable Credit Support.** BPA is entitled under this Agreement to draw on or receive the funds available under an Acceptable Credit Support only if Lewis has been billed under section 16.1 of the Slice Agreement, and the amount so billed remains unpaid, in whole or in part, after the 45 day cure period outlined in section 16.4 of the Slice Agreement. This section shall not be interpreted to require that BPA meet any condition of demand, satisfaction, presentment or other notice prior to drawing on or receiving the funds provided under any credit support provided under this Agreement.

- (b) **Use of Funds Available Under Acceptable Credit Support.** If BPA draws on or receives the funds available under an Acceptable Credit Support, such funds shall be used by BPA first to satisfy all liabilities due and owing from Lewis to BPA pursuant to the terms of the Slice Agreement arising from or related to the delivery of power to Lewis under section 5 of the Slice Agreement, and second to any other amounts that are due and owing BPA, but that are unpaid under the Slice Agreement including without limitation amounts billed to Lewis thereunder, any interest thereon, and any Slice True-Up Adjustment Charge (as defined in the TRM). If the amount of the funds provided to BPA exceeds the sum of all such liabilities, the amount remaining after all such liabilities are satisfied shall be promptly returned by BPA to Lewis, with interest on the excess funds from the date BPA took possession of those funds to the date the excess funds are returned to Lewis. Such interest shall be calculated by dividing the Prime Rate for Large Banks as reported in the Wall Street Journal on the date BPA took possession of those funds by 365, and applying the resulting interest rate to the excess funds returned to Lewis for each day of the period for which interest is due under this section.
- (c) **No Affect On Other Credit Support Obligations.** BPA's rights to credit support under this Creditworthiness Agreement shall be in addition to and not in derogation of any other credit support or performance assurance provided under the Slice Agreement or any other agreement.

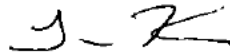
10. **FORM OF NOTICE.** Unless otherwise specified, notice under this Agreement shall be in writing and shall be effective when received. Notice may be transmitted by hand delivery or by mail. Notice may also be transmitted by facsimile or electronic mail, provided that such transmission shall have been followed by hand or mail delivery of the original notice.

If the foregoing is acceptable to Lewis, please sign and date both originals of this Agreement and return one of the originals to me. The remaining original is for your files.

ACCEPTED:

Sincerely,

PUBLIC UTILITY DISTRICT NO. 1 OF
LEWIS COUNTY



By David J. Muller
Manager

Account Executive

Name David J. Muller

Name Tina G. Ko

Date Nov. 25, 2008

(PSW-W:\Power\Contract\Customer\Lewis.PUD\13259\13259_Creditworthiness_Final.DOC) 11/13/08



Department of Energy

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

TRANSMISSION SERVICES

June 17, 2015

In reply refer to: TSE/TPP-2

Mr. Robert Geddes, Manager
Public Utility District No. 1 of Lewis County
321 NW Pacific Avenue
Chehalis, WA 98532

Re: Customer Data Entry (CDE) system access

Dear Mr. ^{Bob}Geddes:

On November 5, 2009, the Bonneville Power Administration (BPA) and Public Utility District No. 1 of Lewis County (Lewis) executed a Customer Data Entry (CDE) Agreement, Contract No. 09TX-14228 (CDE Agreement). The CDE Agreement provides access to BPA's CDE system so that a customer may obtain information pertaining to its Ancillary Services, Loss return obligations, Portfolio Management, Contract Portfolio Management, etc. BPA recently performed an audit of the CDE system and, as a result, determined that the practice of requiring the customer to obtain access to the CDE system via an executed contract is no longer necessary and should be replaced with a system access letter. Therefore, this CDE system access letter replaces Lewis's CDE Agreement and the CDE Agreement contract number will now be referred to as Lewis's CDE System Access No. 09TX-14228 (CDE Access No.).

Access will continue under this CDE system access letter, so long as Lewis follows BPA's Customer Data Entry System Access Business Practice or its successor. Unauthorized use of the CDE system may result in BPA exercising its right to restrict or revoke Lewis's access to the CDE system at any time.

Additionally, enclosed is an "Authorized Security Officers, Level of Access, and Third Party Access" document which reflects Lewis's current levels of access to CDE. Requests to add; modify; remove Security Officers; or set up Third Party access must be submitted using the CDE System Access Form (located under "Forms" on the BPA Transmission Services Business Practices website) and sent via email to the CDE Support Staff at txcbs@bpa.gov referencing CDE Access No. 09TX-14228.

If you have any questions regarding this letter, please contact me at (360) 619-6012 or the CDE Support Staff via email at txcbs@bpa.gov or by phone at (360) 418-2163.

Sincerely,


Melanie M. Jackson
Transmission Account Executive
Transmission Sales

cc: Dan Bedbury, Power Supply Utility Services Manager

Enclosure

JUN 19 2015

**AUTHORIZED SECURITY OFFICERS, LEVEL OF ACCESS,
AND THIRD PARTY ACCESS**

1. CDE ADMINISTRATIVE CONTACT

Transmission Customer Company Name: Public Utility District No. 1 of Lewis County

CDE Administrative Contact Name: Dan Bedbury

Phone: (360) 740-2429

E-mail: danielb@lcpud.org

2. SECURITY OFFICERS

Customer's Security Officers are listed below. Per BPA's Customer Data Entry System Access Business Practice, or its successor, Customer shall notify BPA of any changes to the Security Officer information below.

Primary Point of Contact

NERC Entity Code: LEWI
Name: Jeff Baine
Phone: (360) 748-9261, ext. 458
E-mail: jeff@lcpud.org

Secondary Point of Contact

NERC Entity Code: LEWI
Name: Dave Alumbaugh
Phone: (360) 748-9261, ext. 471
E-mail: davea@lcpud.org

3. CUSTOMER LEVEL OF ACCESS

| Display Name | Level of Access | | | |
|--|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| | None | Summary | Detail Read | Detail Write |
| Shared Path Summary | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Daily Loss Report | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| Monthly Total Loss Report | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| Imbalance Report | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | |
| Plant Deviations | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Load Data | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Ancillary Service Data Report | <input checked="" type="checkbox"/> | | | |
| Self Supply OR Obligations | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Self Supply OR Integrated Delivery Amounts | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Portfolio Management | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| Contract Portfolio Management | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | |

4. THIRD PARTY(IES) ACCESS

Third Party(ies) that may access the Customer's information through the Customer Data Entry system are listed below. Per BPA's Customer Data Entry System Access Business Practice, or its successor, Customer shall notify BPA of any changes to the information below.

Company: The Energy Authority, Inc.

NERC Entity Code: TEA

| Display Name | Level of Access | | | |
|--|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| | None | Summary | Detail Read | Detail Write |
| Shared Path Summary | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Daily Loss Report | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| Monthly Total Loss Report | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| Imbalance Report | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | |
| Plant Deviations | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Load Data | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Ancillary Service Data Report | <input checked="" type="checkbox"/> | | | |
| Self Supply OR Obligations | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Self Supply OR Integrated Delivery Amounts | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Portfolio Management | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| Contract Portfolio Management | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | |

CCM: 14228_CDE_Conversion_Ltr.Docx

SERVICE AGREEMENT
for
POINT-TO-POINT
TRANSMISSION SERVICE
executed by the
UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
acting by and through the
BONNEVILLE POWER ADMINISTRATION
and
PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

1. This Service Agreement is entered into, by and between the Bonneville Power Administration Transmission Services (Transmission Provider) and Public Utilities District No. 1 of Lewis County (Transmission Customer).
2. The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Point-to-Point (PTP) Transmission Service under the Transmission Provider's Open Access Transmission Tariff (Tariff).
3. The Transmission Customer has provided to the Transmission Provider a deposit, if applicable, unless such deposit has been waived by the Transmission Provider, for Firm Point-to-Point Transmission Service in accordance with the provisions of Section 17.3 of the Tariff.
4. Service under this Service Agreement for a transaction shall commence on the later of (1) the Service Commencement Date as specified by the Transmission Customer in a subsequent request for transmission service or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed. This Service Agreement shall terminate on such date as mutually agreed upon by the Parties.
5. The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Point-to-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.
6. Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated in Exhibit D.

7. The Tariff, Exhibit A (Transmission Service Request), Exhibit B (Direct Assignment and Use-of-Facilities Charges), Exhibit C (Ancillary Service Charges), Exhibit D (Notices), and Exhibit E (Creditworthiness and Prepayment) are incorporated herein and made a part hereof. Capitalized terms not defined in this Service Agreement are defined in the Tariff.
8. This Service Agreement shall be interpreted, construed, and enforced in accordance with Federal law.
9. This Service Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.
10. The Transmission Customer and the Transmission Provider agree that provisions of Section 3201(i) of Public Law 104-134 (Bonneville Power Administration Refinancing Act) are incorporated in their entirety and hereby made a part of this Service Agreement.
11. Section 202 of Executive Order No. 11246, 30 Fed. Reg. 12319 (1965), as amended by Executive Order No. 12086, 43 Fed. Reg. 46501 (1978), as amended or supplemented, which provides, among other things, that the Transmission Customer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, is incorporated by reference in the Service Agreement the same as if the specific language had been written into the Service Agreement, except that Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

PUBLIC UTILITY DISTRICT
NO. 1 OF LEWIS COUNTY

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: /S/ DAVID MULLER

By: /S/ MELANIE M JACKSON

Name: David Muller
(Print/Type)

Name: Melanie M. Jackson
(Print/Type)

Title: Manager

Title: Transmission Account Executive

Date: 4/5/10

Date: March 24, 2010

MMcDaniel:slv:6870:3/23/2010 (W:\TMC\CT\Lewis Co\Contracts (Final)\14701LewisCounty.doc)

**EXHIBIT A
SPECIFICATIONS FOR LONG-TERM
FIRM POINT-TO-POINT TRANSMISSION SERVICE**

TRANSMISSION SERVICE REQUEST

Assign Ref is: _____

Not applicable at this time.

MMcDaniel:sly:6870:3/23/2010 (W:\TMC\CT\Lewis Co\Contracts (Final)\14701LewisCounty.doc)

EXHIBIT B
DIRECT ASSIGNMENT AND USE-OF-FACILITIES CHARGES

Facilities Charges are not required at this time for the service under this Service Agreement.

MMcDaniel:slv:6870:3/23/2010 (W:\TMC\CT\Lewis Co\Contracts (Final)\14701LewisCounty.doc)

**EXHIBIT C
ANCILLARY SERVICE CHARGES**

This Exhibit C is subject to the ACS-10 Rate Schedule, or successor rate schedules.

| | Provided By | Contract No. |
|--|---------------------------------------|---------------------|
| 1. SCHEDULING, SYSTEM CONTROL AND DISPATCH | Transmission Provider | 10TX-14701 |
| 2. REACTIVE SUPPLY AND VOLTAGE CONTROL | Transmission Provider | 10TX-14701 |
| 3. REGULATION & FREQUENCY RESPONSE | Transmission Provider ¹ | 10TX-14701 |
| 4. ENERGY IMBALANCE SERVICE | Transmission Provider ² | 10TX-14701 |
| 5. OPERATING RESERVE – SPINNING RESERVE | Transmission Provider ³ | 10TX-14701 |
| 6. OPERATING RESERVE – SUPPLEMENTAL RESERVE | Transmission Provider ³ | 10TX-14701 |

MMcDaniel:slv:6870:3/23/2010 (W:\TMC\CT\Lewis Co\Contracts (Final)\14701LewisCounty.doc)

¹ Regulation & Frequency Response is only applicable to customers serving load in Transmission Provider's Control Area.

² Energy Imbalance Service is only applicable to customers serving load in the Transmission Provider's Control Area.

³ Operating Reserves will be provided by the Transmission Provider. The Transmission Customer may acquire operating reserves from another source, provided it can demonstrate its acquisition as per the Rate Schedule and Tariff, or their replacements, and the Transmission Provider's business practices.

**EXHIBIT D
NOTICES**

1. NOTICES RELATING TO PROVISIONS OF THE SERVICE AGREEMENT

Any notice or other communication related to this Service Agreement, other than notices of an operating nature (section 2 below), shall be in writing and shall be deemed to have been received if delivered in person, by First Class mail, by facsimile or sent by overnight delivery service.

If to the Transmission Customer:

PUD No. 1 of Lewis County
P.O. Box 330
321 Pacific Avenue
Chehalis, WA 98532
Attention: David Plotz
Title: Power Manager
Phone: (360) 740-2429
Fax: (360) 740-2455
E-mail: davidp@lcpud.org

If to the Transmission Provider:

Attention: Transmission Account Executive
for PUD No. 1 of Lewis County – TSE/TPP-2
Phone: (360) 619-6016
Fax: (360) 619-6940

If by First Class Mail:

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

If by Overnight Delivery Service:

Bonneville Power Administration – TSE/TPP-2
7500 NE 41st Street, Suite 130
Vancouver, WA 98662-7905

2. NOTICES OF AN OPERATING NATURE

Any notice, request, or demand of an operating nature by the Transmission Provider or the Transmission Customer shall be made either orally or in writing by First Class mail or by facsimile.

If to the Transmission Customer:

Primary: The Energy Authority (TEA)
405 114th Ave. S.E., Suite 100
Bellevue, WA 98004
Phone: (425) 460-1126 Real-Time
Phone: (425) 460-1120 Day Ahead

Secondary: PUD No. 1 of Lewis County
P.O. Box 330
321 Pacific Avenue
Chehalis, WA 98532
Attention: David Plotz
Title: Power Manager
Phone: (360) 740-2429
Fax: (360) 740-2455
E-mail: davidp@lcpud.org

If to the Transmission Provider:

Bonneville Power Administration
5240 Trospen Road SW
Olympia, WA 98512
Attention: District Chief Operator
Phone: **EMERGENCY ONLY**
(360) 570-4315
(360) 485-3388
Fax: (360) 704-1619

Munro Dispatch
Phone: (509) 465-1820

3. SCHEDULING AGENT

The Energy Authority (TEA) see above contact information.

EXHIBIT E
CREDITWORTHINESS AND PREPAYMENT

Not Applicable at this time.

MMcDaniel:slv:6870:3/23/2010 (W:\TMC\CT\Lewis Co\Contracts (Final)\14701LewisCounty.doc)

**2010 NETWORK OPEN SEASON
PRECEDENT TRANSMISSION SERVICE AGREEMENT**
executed by the
UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
acting by and through the
BONNEVILLE POWER ADMINISTRATION
and
PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

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This PRECEDENT TRANSMISSION SERVICE AGREEMENT (PTSA or Agreement) is entered into by and between the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (Bonneville), and PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY (Customer), collectively referred to as "Parties" and individually as "Party."

WHEREAS, the Customer has requested Long-Term Firm Point-to-Point (PTP) Transmission Service, or has requested the addition of a new Network Resource or new Network Load under its Network Integration (NT) Transmission Service Agreement, and has one or more eligible transmission service request(s) (TSR) pending in Bonneville's Open Access Same-Time Information System (OASIS) queue; and

WHEREAS, modifications or additions to the Federal Columbia River Transmission System (FCRTS) facilities may be required before Bonneville can provide the requested PTP or NT Transmission Service; and

WHEREAS, Bonneville has provided notice to the Customer that it will conduct a Network Open Season process to obtain commitments for the purchase of Transmission Service, and will conduct a Cluster Study as necessary to determine the required system additions, modifications or upgrades needed in order to provide such service; and

WHEREAS, Bonneville will be responsible for and will conduct all studies associated with achieving compliance under the National Environmental Policy Act (NEPA), completing such studies prior to decisions related to the construction of facilities; and

WHEREAS, the Customer by signing this Agreement and the attached Table is committing to purchase Long-Term Firm Transmission Service from Bonneville, contingent upon Bonneville satisfying certain requirements or conditions precedent, all as specified in this Agreement.

NOW THEREFORE, the Parties do hereby enter into the following:

1. TERM

This Agreement, having been previously signed by Bonneville, is effective when the Customer has signed this Agreement pursuant to section 3(a) and returned it to Bonneville and has satisfied the requirements in section 3(b) and 3(e). In the event the Customer does not satisfy the requirements of sections 3(a), 3(b) and 3(e), this Agreement shall not become effective, and the status of the Customer's TSR will be changed to 'DECLINED.' After the Effective Date, this Agreement shall remain in effect until the earlier of this section 1(a) or 1(b):

(a) Termination upon Release of Performance Assurance or Service Commencement Date

At the later of:

- (1) the release of the full amount of the Performance Assurance to the Customer pursuant to section 7(a) or 7(b); or

- (2) the Service Commencement Date for Transmission Service pursuant to section 6(b) or 6(c);

this Agreement shall terminate.

- (b) **Termination for Bonneville Failure to Satisfy Requirements or Meet Deadlines, Direct Assignment, or upon Conditions of FERC Approval**
If any of the following occurs:

- (1) **Bonneville is Unable to Satisfy Requirements**
Bonneville determines that it is unable to satisfy, or fails to satisfy, the requirements as described in sections 5(b)(1), or 5(d);
- (2) **Bonneville is Unable to Meet Deadlines**
Bonneville determines that it is unable to meet, or fails to meet, either of the dates specified in sections 5(e)(1). In such event, Bonneville shall notify the Customer, and no later than 15 days from the receipt of Bonneville's notice, the Customer elects to exercise its termination right in writing to Bonneville;
- (3) **Direct Assignment**
Bonneville determines pursuant to section 5(a)(3) that costs for Expansion Facilities should be directly assigned to the Customer; or
- (4) **Conditions of FERC Approval**
If either Party exercises its termination rights pursuant to section 10;

then this Agreement shall terminate and the Table as previously signed by the Customer shall be null and void. Bonneville shall promptly release all of the Customer's Performance Assurance and the Customer's original TSR, as existing prior to the Customer signing this Agreement, shall remain in Bonneville's long-term OASIS queue.

2. DEFINITIONS

Unless otherwise defined herein, capitalized terms are defined in Bonneville's Open Access Transmission Tariff (OATT), Transmission and Ancillary Service Rate Schedules and General Rate Schedule Provisions, and/or External Business Practices or Bulletins.

- (a) "Bridge" means a type of Conditional Firm Service that Bonneville offers and the Customer accepts until Transmission Service becomes available upon the energization of Expansion Facilities or upon an earlier determination by Bonneville pursuant to this Agreement.

- (b) “Cluster Study” means a process for studying a group of TSRs in the aggregate. A Cluster Study process may be used to complete a System Impact Study, System Facilities Study, NEPA analysis or other study or analysis necessary to determine system modifications required to provide Transmission Service.
- (c) “Conditional Firm Service” means a form of less-than-firm service which Bonneville may offer under a separate arrangement as a Bridge.
- (d) “Direct Assignment” or “Direct Assignment Facilities” means the facilities or portions of facilities that are constructed by Bonneville that directly benefit the Customer, and that are either: (i) not integrated with the Integrated Network, as defined in Bonneville’s General Rate Schedule Provisions, or (ii) not supporting the reliability or efficiency of the Integrated Network for the general benefit of the users of such system. The costs of such facilities may be proportionately directly assigned to the Customer.
- (e) “Effective Date” means the date this Agreement, having been previously signed by Bonneville, is signed by the Customer and returned to Bonneville pursuant to section 3(a) and the Customer has satisfied the requirements of sections 3(b) and 3(e).
- (f) “Eligible TSR” means a network TSR in the OASIS queue by 5:00 pm PDT on the date established in a notice from Bonneville pursuant to OATT section 19.10, except that a TSR is not an Eligible TSR if any of the following applies: (i) the TSR is associated with an effective PTSA, or (ii) Bonneville has determined, as of the start of the Network Open Season window stated in such notice, that it is able to provide Transmission Service for the TSR using existing system infrastructure, or (iii) the Customer requests, consistent with instructions in a notice from Bonneville, that the TSR be excluded from the Network Open Season. Eligible TSR excludes any requests on the Northwest AC Intertie, Pacific DC Intertie, and Montana Intertie.
- (g) “Expansion Facilities” means those FCRTS modifications or additions that Bonneville determines are required to provide Transmission Service to the Customer and to other Open Season Participants in aggregate.
- (h) “FERC” means the Federal Energy Regulatory Commission.
- (i) “Network Open Season” means the process Bonneville undertakes to contractually and financially secure a long-term firm commitment from customers with Eligible TSRs to purchase Transmission Service.

- (j) “Open Season Deadline” means 5:00 pm PDT on the date specified in a notice from Bonneville. Such date shall be the deadline for the Customer to comply with the requirements of section 3.
- (k) “Open Season Participant(s)” means all customers determined by Bonneville to have one or more Eligible TSRs, who sign a PTSA and the associated Table and comply with the requirements of section 3.
- (l) “Participating TSR” means any Eligible TSR for which the Customer executes a PTSA and the associated Table.
- (m) ”Performance Assurance” means one of the following: (i) a Letter of Credit, (ii) a deposit into an escrow account, (iii) a cash deposit provided directly to Bonneville by the Customer, or (iv) a prepayment of Transmission Service which may be either made directly to Bonneville or to the account of Bonneville in escrow.
- (n) “Service Commencement Date” means the date as described in sections 6(b) or 6(c), on which Bonneville will start Transmission Service to the Customer.
- (o) “Service Duration” means the period of time between the Start Date and Termination Date (as defined in the Table) originally requested by the Customer in section 1(a) of the Table, unless modified in accordance with this Agreement.
- (p) “Table” means the Specifications for Long-Term Firm PTP or NT Transmission Service associated with the Customer’s TSR and attached to this Agreement as Exhibit A. Upon Bonneville determination of its ability to provide Transmission Service, conformance of the Customer’s TSR, and revision and signing of the Table by Bonneville, the Table will be attached to the appropriate exhibit of the Customer’s Transmission Service Agreement.
- (q) “Tariff” or “OATT” means Bonneville’s Open Access Transmission Tariff, dated October 2008, or its successor, unless otherwise specified herein.
- (r) “Transmission Service” means the Long-Term Firm PTP Service or NT Service requested on Bonneville’s OASIS in accordance with Bonneville’s OATT.

3. CUSTOMER REQUIREMENTS AND OPTION TO INCREASE CONTRACT TERM

- (a) **Precedent Transmission Service Agreement**
The Customer shall be required to sign and submit a separate PTSA, including completion of Exhibit B, for each Eligible TSR in OASIS prior to the Open Season Deadline.

- (b) **Table**
For each Eligible TSR in OASIS, the Customer shall be required to sign the Table attached to each PTSA submitted to Bonneville prior to the Open Season Deadline.
- (c) **Table and TSR Contract Term**
The Customer may elect to increase its Service Duration as currently defined by the duration between the Start Date and the Termination Date included in the Customer's original TSR and section 1(a) of the Table. If the Customer desires to increase its Service Duration, it shall specify and initial the new Service Duration in section 1(b)(2) of the Table.
- (d) **Customer Election for Requested Minimum Partial Service Demand**
If the Customer desires a minimum threshold in whole megawatts below which the Customer does not desire Bonneville to make an award of partial Transmission Service, the Customer shall fill in the minimum threshold and initial on the line in section 1(b)(3) of its Table. In the event the Customer does not make an election, Bonneville will not make any partial service awards to the Customer for less than the Customer's full requested megawatt demand. Any Bonneville offer of Conditional Firm Service will be made independently of this Customer election related to partial Transmission Service.
- (e) **Performance Assurance Requirement**
Not later than the Open Season Deadline, the Customer shall provide Performance Assurance: (i) in the case of requested PTP transmission service, equal to the requested PTP Reserved Capacity times the long-term firm PTP transmission service rate in section II.A. of Bonneville's PTP rate schedule (in effect at the time of the Open Season Deadline) for one year, or, (ii) in the case of requested NT transmission service, the charge in section II.A. of Bonneville's NT rate schedule (in effect at the time of the Open Season Deadline) applied to the projected transmission service for one year. The Customer shall provide Performance Assurance in an amount in U.S. dollars by means of: (A) a Letter of Credit, (B) a security deposit into an escrow account, (C) a non-interest bearing cash security deposit with Bonneville, or (D) a prepayment of transmission service paid directly to Bonneville or to the account of Bonneville under an escrow. Each of (A) through (D) shall be established and maintained in accordance with Bonneville's Network Open Season Bulletin or its successor as in effect on the Open Season Deadline.
- (1) **Attestation Statement**
Notwithstanding the foregoing, no Performance Assurance requirement will be required for the Customer's TSR if the Customer has an NT Transmission Service Agreement, the Customer's Eligible TSR is for transmission of a new Network Resource, and the Customer submits a statement attesting to the resource and generation conditions specified in section 29.2(viii) of the OATT.

(2) **Outside Counsel Opinion**

Not later than the Open Season Deadline, state and local governmental entities (including, but not limited to, municipal corporations, joint operating agencies, joint powers authorities, and utility districts) seeking to provide Performance Assurance other than a letter of credit shall provide from outside counsel selected by the Customer and reasonably acceptable to Bonneville, a legal opinion addressed to Bonneville to the effect that Bonneville's right to funds under the Performance Assurance is valid and enforceable in accordance with its terms.

4. **ABILITY TO PROVIDE TRANSMISSION SERVICE WITHOUT CONSTRUCTION OF EXPANSION FACILITIES**

(a) **Satisfaction of Customer Requirements and Determination of Ability to Provide Transmission Service without Construction of Expansion Facilities**

After Bonneville determines that the Customer has satisfied the requirements in section 3(a), 3(b), and 3(e), Bonneville shall, on a continuing basis, determine whether it can provide Transmission Service for the Table associated with this Agreement without construction of Expansion Facilities.

(b) **Determination of Ability to Provide Transmission Service for the Customer's Entire Demand**

If, consistent with OASIS queue priority, Bonneville determines that it can provide Transmission Service to serve the entire transmission demand associated with the Customer's TSR without construction of Expansion Facilities, then: (i) Bonneville shall notify the Customer, (ii) shall specify the Service Commencement Date consistent with section 6(b) of this Agreement, (iii) the Customer and Bonneville shall conform the Customer's TSR pursuant to section 6(d), and (iv) Bonneville shall sign the Table.

(c) **Determination of Ability to Provide Transmission Service for a Portion of the Customer's Demand**

If, consistent with OASIS queue priority, Bonneville determines that it can provide Transmission Service for a portion of the Customer's requested demand equal to or exceeding the requested minimum partial demand established pursuant to section 3(d): (i) Bonneville shall notify the Customer and (ii) shall specify the Service Commencement Date consistent with section 6(b) of this Agreement. The Customer and Bonneville shall conform the Customer's TSR pursuant to section 6(d), and Bonneville shall sign the Table with such partial demand. Bonneville will prepare a new Exhibit A Table for this Agreement with the remaining transmission demand, which the Customer shall sign. Bonneville will not make a partial service award for any term less than the Service Duration requested by the Customer unless made upon agreement by the Customer.

- (d) **Determination that Construction of Expansion Facilities is Necessary to Provide Transmission Service**
If Bonneville determines that it is unable to provide Transmission Service for part or all of the Customer's transmission demand without construction of Expansion Facilities, section 5 shall apply to such part.
- (e) **Extensions for Commencement of Service and Treatment of Competitions under Section 17.7 of the OATT**
 - (1) If, prior to the Customer's commencement of service, Bonneville releases to the Customer Reserved Capacity of another Transmission Customer pursuant to section 17.7 of the OATT, the Customer must commence service for the Reserved Capacity in the Table without future commencement of service extensions.
 - (2) If, pursuant to section 17.7 of the OATT, the Customer requests to extend the commencement of service for the Reserved Capacity in the Table and, as a result, all or part of the Customer's Reserved Capacity would need to be released in order to satisfy a competing request for Transmission Service, the Customer shall commence service for the entire Reserved Capacity in the Table on the Start Date of the competing request.

5. BONNEVILLE REQUIREMENTS PRIOR TO CONSTRUCTION OF EXPANSION FACILITIES

- (a) **Cluster Study**
 - (1) **Bonneville Obligation to Conduct Cluster Study**
In order to achieve the maximum efficiencies from its planning processes and in the identification and design of Expansion Facilities, Bonneville shall aggregate Participating TSRs and study those requests in a cluster. Such Cluster Study shall identify and design a proposed plan of service to supply the aggregate transmission needs of the Participating TSRs, and shall also identify the projected cost of any facilities and the proposed schedule to complete construction. Bonneville shall use due diligence to perform the Cluster Study or cause such study to be performed. Bonneville shall not separately charge any Cluster Study costs to Open Season Participants, except to the extent those costs may be included in Bonneville's embedded cost transmission rates and the Customer takes service under such rates.

(2) **Customer Obligation to Provide Information for Cluster Study**
At the time the Customer returns this signed Agreement to Bonneville, the Customer will provide Bonneville with the information required in Exhibit B for use in the Cluster Study. The Customer will provide the most current available information, and will update Bonneville in the event such information is revised. Bonneville will treat such information as confidential.

(3) **Direct Assignment**
All Expansion Facilities resulting from the Cluster Study are subject to a determination of Direct Assignment of costs. If Bonneville determines that costs for Expansion Facilities should be directly assigned to the Customer, then Bonneville will: (i) exclude such costs from consideration for rolled-in rate treatment under the Commercial Infrastructure Financing Proposal (CIFP) evaluation pursuant to section 5(b), (ii) notify the Customer that this Agreement shall terminate pursuant to section 1(b)(3), and (iii) process the Customer's TSR in accordance with the OATT.

(b) **Determination of Rate Treatment Applicable to Transmission Service**

Bonneville shall evaluate the projected cost and benefits of proposed Expansion Facilities consistent with its CIFP posted on Bonneville's website to determine in its discretion whether Transmission Service can reasonably be provided under the applicable PTP or NT rate schedule (Bonneville's "rolled-in" or "embedded" rate).

(1) **Transmission Service at Rolled-in Rates**
If Bonneville so determines that Transmission Service may be provided at rolled-in rates, Bonneville shall notify the Customer and proceed to complete its decision whether to build pursuant to section 5(d).

(2) **Transmission Service not at Rolled-in Rates**
If Bonneville determines that Transmission Service cannot be provided at rolled-in rates, Bonneville shall notify the Customer, this Agreement shall terminate pursuant to section 1(b)(1), and Bonneville will process the Customer's TSR in accordance with the OATT.

(c) **National Environmental Policy Act (NEPA) Compliance**

Bonneville shall be responsible for all workload, including studies, as necessary to achieve its NEPA compliance associated with Expansion Facilities for TSRs for which Bonneville determines that Transmission Service may reasonably be provided at rolled-in rates. There shall be no additional compensation required of the Customer under this Agreement associated with such NEPA compliance. Bonneville reserves the absolute right to choose any alternatives considered in the NEPA process, including the no-action alternative. Nothing in this Agreement or the Table shall be

construed as obligating Bonneville to choose an alternative that involves constructing facilities or to proceed with construction work under this Agreement or the Table before Bonneville has completed the NEPA review process.

(d) **Decision to Build**

In the event that Bonneville makes a determination pursuant to section 5(b)(1) that Transmission Service for the TSR associated with this Agreement may reasonably be provided at rolled-in rates and after completing the NEPA review pursuant to section 5(c), Bonneville will then make a determination, in its sole discretion and in accordance with the Administrator's statutory authorities, whether to build Expansion Facilities.

(e) **Bonneville Deadlines and Customer Option if Bonneville Requirements are not Met**

Bonneville shall use due diligence to satisfy all of its requirements set forth in sections 5(b)(1) and 5(d).

(1) **Bonneville Deadlines**

The following deadlines, unless a later date is agreed to by the Customer, shall apply to Bonneville:

(i) **Rate Treatment Deadline**

No later than 11 months after the Open Season Deadline, Bonneville shall either: confirm the rolled-in rate treatment and notify the Customer pursuant to section 5(b)(1), or have made the Customer an offer of Conditional Firm service pursuant to section 8.

(ii) **Decision to Build Deadline**

No later than 39 months after the date of the notice given pursuant to section 5(b)(1), Bonneville shall either: notify the Customer pursuant to section 5(f), or have made the Customer an offer of Conditional Firm service pursuant to section 8.

(2) **Delay in Bonneville Determinations**

If Bonneville determines that it may not meet either the Rate Treatment or the Decision to Build deadline described in section 5(e)(1), and does not expect to make the Customer an offer of Conditional Firm service by such deadlines, Bonneville shall notify the Customer and shall specify in such notice(s) when Bonneville expects to make the determination(s) in sections 5(b)(1) or 5(d). In such case, the Customer shall have the right to terminate this Agreement pursuant to section 1(b)(2).

(3) **Termination if Bonneville Requirements are not Met**
If Bonneville cannot satisfy the requirements of either section 5(b)(1) or 5(d), Bonneville shall notify the Customer and this Agreement shall terminate pursuant to section 1(b)(1).

(f) **Bonneville Requirements Completed; Notification of Projected Service Commencement Date**

Upon Bonneville successfully completing its requirements pursuant to sections 5(b)(1) and 5(d), and no later than the deadlines specified in or agreed to pursuant to section 5(e): (i) Bonneville shall notify the Customer, (ii) Bonneville and the Customer shall conform the Customer's TSR, and (iii) Bonneville shall sign the Table. Such notice shall include a reasonable estimate of the Service Commencement Date, which will be after Bonneville completes construction activities required for the Expansion Facilities.

6. SERVICE DURATION AND COMMENCEMENT OF SERVICE

(a) **Provisions Affecting Service Duration**

(1) **Conditional Firm Service**

Any period during which the Customer has taken Conditional Firm Service as a Bridge arrangement prior to the Service Commencement Date will be applied to the Customer's Service Duration obligation.

(2) **Delay of Construction of Expansion Facilities**

If, due to delays in the construction of Expansion Facilities, the Customer's Service Commencement Date occurs subsequent to the estimated Service Commencement Date provided in Bonneville's notice pursuant to section 5(f), the Customer may elect to shorten its Service Duration by a period not exceeding the delay. The election must be upon written notice to Bonneville no later than 15 days prior to the Service Commencement Date, and excluding any coinciding period under section 6(a)(1).

(b) **Service Commencement Date if Expansion Facilities are not Required**

If Bonneville determines, pursuant to section 4(b) or 4(c), that it can provide Transmission Service without construction of Expansion Facilities, the actual Service Commencement Date shall be the later of:

- (1) the first day of the month occurring at least 15 days from the date of receipt by the Customer of the executed Table; or
- (2) the Start Date as originally requested by the Customer.

This Service Commencement Date will become the Start Date in the Customer's Table and the Service Commencement Date extended by the Service Duration will become the Termination Date.

(c) **Service Commencement Date if Expansion Facilities are Required**
In addition to its initial notice pursuant to section 5(f), Bonneville shall notify the Customer on a regular basis of the progress of its construction activities, and in the event of a delay, provide a revised estimate of the Service Commencement Date. The actual Service Commencement Date shall be the later of:

- (1) the first day of the month occurring at least 15 days from the date on which the Expansion Facilities are available to provide Transmission Service to the Customer, or
- (2) the Start Date as originally requested by the Customer.

The Service Commencement Date will become the Start Date in the Customer's Table and the Service Commencement Date extended by the Service Duration will become the Termination Date.

(d) **TSR Conformance**
Upon determination of the Service Commencement Date or Service Duration pursuant to sections 4(e), 6(b) or 6(c) above, Bonneville will, if necessary, provide the Customer instructions, and the Customer shall comply in modifying or 'conforming' its TSR in OASIS, and in the Table, based on the Service Commencement Date, Service Duration and any other pertinent information. The Customer and Bonneville shall thereupon initial and date section 2 of the Table, and Bonneville shall thereupon sign the Table.

7. DISPOSITION OF PERFORMANCE ASSURANCE

(a) **Release of Performance Assurance – Security Deposit**
If the Performance Assurance is provided as a security deposit under sections 3(e)(A), 3(e)(B), or 3(e)(C) of this Agreement, Bonneville shall, within 180 calendar days following the commencement of either Transmission Service or Conditional Firm service as a Bridge arrangement, serving the full transmission demand associated with the Customer's TSR, release to the Customer the Performance Assurance provided by the Customer under section 3(e). In the event of partial demand service that is equal to or exceeds the minimum partial demand specified pursuant to section 3(d), Bonneville shall, within 180 calendar days following the commencement of either Transmission Service or Conditional Firm service as a Bridge arrangement, release to the Customer a pro-rated share of the Performance Assurance based on the ratio that the partial service in megawatts bears to the total transmission demand requested by the Customer in megawatts.

(b) **Release of Performance Assurance – Prepayment**

If the Performance Assurance obligation is provided as a prepayment under section 3(e)(D) of this Agreement, each month beginning upon the commencement of either Transmission Service or Conditional Firm service as a Bridge arrangement, the Customer's obligation for services under this Agreement and the Table attached as Exhibit A will be satisfied by disbursements to Bonneville from the related escrow account or cash deposit with Bonneville. Such disbursements will continue until the total amount of the Customer's Performance Assurance balance is exhausted.

(c) **Potential Forfeiture of Performance Assurance**

In the event of a material breach of this Agreement by the Customer:

(i) an amount equal to the Performance Assurance shall become immediately due and payable to Bonneville, without setoff, offset or adjustment, and Bonneville shall be entitled to receive or retain any amounts provided by the Customer as Performance Assurance, and (ii) the Customer's TSR with attached Table shall be changed to 'DECLINED' status. The receipt of funds by Bonneville from Performance Assurance shall not be construed to be and is not a limitation of damages and shall not preclude Bonneville from seeking or obtaining additional damages, compensation or other remedies.

8. CONDITIONAL FIRM OFFER

At any time during the term of this Agreement, Bonneville may at its discretion, and consistent with OASIS queue priority, offer Conditional Firm service to the Customer. In this event, the terms of service of the Conditional Firm offer, although developed to interface with this Agreement, shall be implemented and administered independently from this Agreement. If the Customer elects not to accept a Conditional Firm offer on a TSR associated with this Agreement, Bonneville shall have no obligation to make a subsequent Conditional Firm offer. If the Customer elects to accept a Conditional Firm Service offer on a TSR associated with this Agreement, Bonneville shall unilaterally update the TSR by means of a pen and ink change to the Table, and provide the Customer with a copy of the updated Table containing the new TSR Assign Ref Number.

9. CREDITWORTHINESS REQUIREMENTS

The Customer agrees to comply with Bonneville's credit support requirements throughout the term of this Agreement, as set forth in Bonneville's Creditworthiness Business Practice, as amended from time to time, and in accordance with section 11 of the OATT. Based on such credit support requirements, at the time Bonneville establishes the Service Commencement Date, Bonneville will determine whether the Customer has an obligation to post additional credit assurances.

10. FERC APPROVAL

Bonneville has filed with FERC certain Tariff revisions regarding the Network Open Season, including a form of PTSA that includes substantially the same terms and conditions as this Agreement. If FERC issues a final order rejecting all or any part of the Tariff revisions, or adding any conditions to the Tariff or to the form of this Agreement that are material to the Network Open Season or to this Agreement and that are unacceptable to either Party, within 30 days of issuance of FERC's final order, such Party will have the right to terminate this Agreement upon 30 days' written notice specifying the reasons for termination. Such termination shall be pursuant to section 1(b).

11. NO DEDICATION OF FACILITIES

No undertaking by the Customer or Bonneville under or pursuant to any provision of this Agreement shall constitute or be deemed to constitute a dedication of all or any portion of the FCRTS to the Transmission Customer or to the public.

12. ASSIGNMENT

The Customer shall not assign this Agreement or any of its rights hereunder unless it obtains consent in writing from Bonneville; such consent shall not be unreasonably withheld.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to the Network Open Season, and supersedes any and all previous understanding(s) between the Parties with respect to the Network Open Season and binds and inures to the benefit of the Parties and their successors and assignees.

14. CHOICE OF LAW

This Agreement shall be interpreted, construed, enforced and implemented pursuant to Federal law.

15. SECTION HEADINGS

Section headings and subheadings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.

16. INCORPORATION OF EXHIBITS

Exhibits A and B are hereby incorporated into and made part of this Agreement.

17. NOTICES

Unless otherwise specified any notice or other communication related to this Agreement, shall be in writing and shall be deemed to have been received if delivered in person, by First Class mail, by facsimile or sent by overnight delivery service.

If to the Customer:

Public Utility District No. 1 of
Lewis County
P.O. Box 330
321 Pacific Avenue
Chehalis, WA 98532
Attention: Dave Muller
Title: Manager
Phone: (360) 740-2411
Fax: (360) 740-2455

If to Bonneville:

Attention: Transmission Account Executive for
Public Utility District No. 1 of Lewis County
– TSE/TPP-2
Phone: (360) 619-6016
Fax: (360) 619-6940

If by First Class Mail:

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

If by Overnight Delivery Service:

Bonneville Power Administration – TSE/TPP-2
7500 NE 41st Street, Suite 130
Vancouver, WA 98662-7905

18. SIGNATURES

Each Party represents that its signatory named below is duly authorized to execute this Agreement on its behalf.

PUBLIC UTILITY DISTRICT
NO. 1 OF LEWIS COUNTY

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: /S/ DAVID MULLER

By: /S/ DAVID A. FITZSIMMONS

Name: David Muller
(Print/Type)

Name: Melanie M. Jackson
(Print/Type)

Title: Manager

Title: Transmission Account Executive

Date: August 2, 2010

Date: 7/30/2010

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**EXHIBIT A
SPECIFICATIONS FOR
NETWORK INTEGRATION TRANSMISSION SERVICE**

**TABLE 1B
REQUEST FOR TRANSMISSION SERVICES**

Associated with Precedent Transmission Service Agreement No. 10TX-15039.

1. TERM OF TRANSACTION

(a) Originally Specified Contract Term

The Assign Ref is: 73322570
Start Date: at 0000 hours on October 1, 2009.
Termination Date: at 0000 hours on October 1, 2031.

(b) Customer Election for Contract Term and Partial Service

(1) Original Contract Term: 22 years.

(2) Requested Contract Term: _____ (Initial)

If the Customer desires a Contract Term longer than the Original Contract Term as specified above, the Customer may fill in and initial on the line above, in whole year increments, and not exceeding a period of 30 years. Such longer term shall retain the original Start Date specified in section 1(a) above.

(3) Requested minimum threshold for partial service: Not applicable.

2. TSR CONFORMANCE

Pursuant to section 6(d) of the Precedent Transmission Service Agreement (PTSA), Bonneville will fill in all applicable information below, based upon the Customer's original TSR, or as may be revised and described in a 'conformed' TSR submitted by the Customer. The Parties shall initial in the space provided.

The Assign Ref is: _____ (Bonneville will insert Assign Ref)
Start Date at 0000 hours on: _____ (Bonneville will insert date)
Termination Date at 0000 hours on: _____ (Bonneville will insert date)

Customer Initial/Date

Bonneville Initial/Date

3. DESCRIPTION OF CAPACITY AND ENERGY TO BE TRANSMITTED BY TRANSMISSION PROVIDER

- (a) **Designated Network Resources:**
See Exhibit A, Table 1, Revision No. 8, Section 2.
- (b) **New Designated Network Resources:** N/A
- (c) **Total Network Resources equals 3(a) + 3(b).**

4. POINT OF RECEIPT
See Exhibit A, Table 1, Revision No. 8, Section 3.

5. POINT OF DELIVERY
See Exhibit A, Table 1, Revision No. 8, Section 4.

6. NETWORK LOAD:

- (a) **Designated Network Load**
See Exhibit A, Table 1, Revision No. 8, Section 5.

(b) **New Designated Network Load¹**

| POD | Capacity (MW) | Start Date | Termination Date | Balancing Authority | Assign Ref |
|-----------|---------------|------------|------------------|---------------------|------------|
| LEWISNTDP | 6 | 10-01-2009 | 10-01-2031 | BPA | 73322570 |

7. DESIGNATION OF PARTY(IES) SUBJECT TO RECIPROCAL SERVICE
Customer and its affiliates (if they own or control transmission facilities).

8. NAMES OF ANY INTERVENING SYSTEMS PROVIDING TRANSMISSION SERVICE
See Exhibit A, Table 1, Revision No. 8, Section 7.

9. CUSTOMER SERVED LOAD
See Exhibit A, Table 1, Revision No. 8, Section 8.

¹ Customer has annexed load from PacifiCorp.

10. SERVICE AGREEMENT CHARGES

Service will be subject to some combination of the charges detailed in the Service Agreement Exhibits, including but not limited to:

- (a) **Transmission Charge**
NT-10 Rate Schedule and UFT-10 Rate Schedule or successor rate schedules.
- (b) **Direct Assignment and Use of Facility Charges**
- (c) **Ancillary Service Charges**

11. OTHER PROVISIONS SPECIFIC TO THIS TABLE

- (a) **Creditworthiness**
The Customer agrees to comply with Bonneville's credit support requirements throughout the term of this Table, as set forth in Bonneville's Creditworthiness Business Practice, as amended from time to time, and in accordance with section 11 of the OATT. Based on such credit support requirements, at the time Bonneville establishes the Service Commencement Date, Bonneville will determine whether the Customer has an obligation to post additional credit assurances.
- (b) **Reservation-Scheduling POR Newpoint Conformance**
If the Customer's TSR requires the designation of Newpoint, the Customer will comply with the provisions governing Newpoint set forth in Bonneville's Requesting Transmission Service Business Practice. This includes procedures related to TSR conformance by the Customer at the time a valid Scheduling Point is designated.

12. SIGNATURES

Each Party represents that its signatory named below is duly authorized to execute this Table on its behalf.

PUBLIC UTILITY DISTRICT
NO. 1 OF LEWIS COUNTY

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: /S/ DAVID MULLER

By: _____

Name: David Muller
(Print/Type)

Name: _____
(Print/Type)

Title: Manager

Title: Transmission Account Executive

Date: August 9, 2010

Date: _____

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EXHIBIT B
CUSTOMER INFORMATION REQUIRED FOR CLUSTER STUDY

Associated with Precedent Transmission Service Agreement No. 10TX-15039 and with Table 1B to Exhibit A of Service Agreement No. 01TX-10415

1. SOURCE

The Customer will identify the resource including the electrical point (i.e. substation) where the resource interconnects with a transmission system (Bonneville or other system) supplying the capacity and energy associated with the TSR.

FCRPS

2. SINK

If possible, the Customer will identify the load including the electrical point (i.e. substation) on the transmission system to be served by the resource associated with the TSR. If the load being served by the TSR cannot be specified, such as for TSRs with a POD of the Northwest HUB, the Customer must indicate whether the load will be within the Northwest or outside the Northwest.

Conformed Sink: LEWISNTDP/LEWISPUD
Annexation of load from PacifiCorp, expected Peak Demand 6MW
Geographic info: Existing substation located on the south side of Big Hanaford Rd 4 mi. E. of Hwy 507 in Centralia, WA, adjacent to the Transalta Centralia Pwr Plant
Geographic coordinates: Lat 46.753990, Long -122.865837

3. REVISIONS

In the event information provided under this Exhibit B may be revised, the Customer will provide notice of such revisions to Bonneville by August 18, 2010. Updates will be accepted in the future, and may help inform Bonneville's final decision regarding whether to build Expansion Facilities identified by the plan of service in the Cluster Study.

ISAAC PORTAL ACCESS AND USE AGREEMENT

The Integrated Scheduling Allocation After-the-Fact Calculation (ISAAC) Portal is a web-based tool that enables customers to provide scheduling information to the Bonneville Power Administration (BPA) Power Services group. Information gathered from customers through the ISAAC Portal is used by BPA Power Services for a variety of purposes such as scheduling, planning, and billing. Access to and use of BPA's ISAAC Portal, or its successor, shall be pursuant to the terms, conditions and obligations set forth in this ISAAC Portal Access and Use Agreement (Agreement).

1. CUSTOMER'S AUTHORIZED USERS

- (a) Users. The Customer authorizes Users to access and use the ISAAC Portal, or its successor, on behalf of the Customer. Users may include employees, agents, and assigns of the Customer and Third Parties. The contact information for each Third Party is provided in Exhibit A of this Agreement. The Customer shall notify BPA of any change to a Third Party's contact information and provide a revised Exhibit A.
- (b) Customer Administrator. The Customer shall designate Customer Administrator(s) who will manage User accounts for the Customer. The name and contact information for the Customer's designated Customer Administrator(s) are provided in Exhibit A of this Agreement. The Customer shall notify BPA of any change to a Customer Administrator's contact information and provide a revised Exhibit A.

2. ACCESS TO THE ISAAC PORTAL

- (a) The Customer is responsible for the acquisition and maintenance of the hardware, software and communication equipment necessary for the Customer and its Users to access BPA's ISAAC Portal, or its successor.
- (b) The Customer shall be responsible for coordinating with BPA for the initial activation of ISAAC Portal accounts assigned to each user. A Customer Administrator may initiate the process for activating new accounts by creating a new user account in the ISAAC portal. This will send a notification to BPA regarding the request for a new user account. Once BPA has approved the request, the new user will be notified that access has been granted.
- (c) The Customer and its Customer Administrator(s) shall be responsible for assuring that the use of the ISAAC Portal system by Users is consistent with this Agreement.
- (d) Access to the ISAAC Portal may be revoked at BPA's sole discretion.

3. AUTHORIZED USE OF THE ISAAC PORTAL

The ISAAC Portal may be used by Users to enter information needed by BPA to schedule on behalf of the Customer.

4. UNAUTHORIZED USE OF THE ISAAC PORTAL

The ISAAC Portal is owned and operated by BPA, a U.S. Department of Energy (US-DOE) agency, U.S. Federal Government. All uses of the ISAAC Portal must be in accordance with U.S. laws, federal regulations, DOE Orders, and BPA policies and directives.

The ISAAC Portal, or its successor, shall only be used as provided in Section 3 of this Agreement and shall not be used for 1) any schedule or data access or transfer that, if compromised or falsified, may result in imprisonment; 2) any schedule or data access or transfer deemed illegal under federal law; or 3) any schedule or data access or transfer that compromises the effective operation of the ISAAC Portal, its successor, or associated systems. Unauthorized use may result in the limitation, revocation or disabling of the ISAAC Portal Login or investigation if possible criminal or illegal activities are suspected.

There is no expectation of privacy on the ISAAC Portal. All data, including e-mail, created, stored, or transmitted on the ISAAC Portal are the property of the United States government. BPA's IT department monitors the ISAAC Portal. Unauthorized access and/or use of the ISAAC Portal are prohibited. Violators are subject to criminal and civil penalties, and administrative actions. Access to the ISAAC Portal constitutes acknowledgement and understanding of this warning.

5. DATA ACCURACY

BPA shall be entitled to assume that any information provided by the Customer and its Users, including all information or data submitted or exchanged, is valid, accurate, and originating from and authorized by the Customer. The Customer and its Users shall notify BPA of any errors or discrepancies in the information or data submitted or exchanged through the ISAAC Portal system, or its successor.

6. LIMITS ON LIABILITY

- (a) BPA shall have no liability for the omission, inaccuracy and inadequacy of information or data submitted or exchanged through the ISAAC Portal, or its successor.
- (b) BPA shall have no liability for the failure or malfunction of the ISAAC Portal, or its successor, including but not limited to failures and malfunctions caused by data entry error; malfunction, failure or interruption of telecommunications links; or failure or interruption of Internet services or computer equipment and/or software which is not under BPA's control, including but not limited to the inability to enter or cancel information or data; any loss corruption, destruction or other damage to data stored on the ISAAC Portal; or any fault, delay, omission or suspension in the delivery of such data.

- (c) BPA shall have no liability for any failure or malfunction of communications between BPA, Customer and its Users, including but not limited to the inability of the Customer or its Users to contact BPA and any inability of the BPA to send or receive data or other information from the Customer or its Users.

7. NOTICE

- (a) Any notice required under this Agreement shall be provided in writing to BPA in one of the following ways:
 - (1) by United States Certified Mail with return receipt requested;
 - (2) electronically, if both Customer and BPA have means to verify the electronic notice's origin, date, time of transmittal and receipt; or
 - (3) by another method agreed to by the Customer and BPA.

Notices are effective when received. BPA may change the name or address for delivery of notice by providing notice of such change or other mutually agreed method. Customer shall deliver notices to the following person and address:

Bonneville Power Administration
905 N.E. 11th Avenue
P.O. Box 3621
Portland, OR 97208-3621
Attn: Charles W. Forman - PSW-6
Account Executive
Phone: 503-230-3432 FAX: 503-230-3242
E-Mail: cformanjr@bpa.com

- (b) The Customer shall notify BPA of any actual or suspected loss, compromise or unauthorized use of the ISAAC Portal, including the ISAAC Portal Login, or of any changes in the status of a Third Party, including but not limited to when the Third Party is no longer affiliated with the Customer or is no longer authorized to use the ISAAC Portal on behalf of the Customer.

8. CUSTOMER ACCEPTANCE

The Customer agrees to the terms and conditions for use of the ISAAC Portal contained in this Agreement.

LEWIS COUNTY PUD NO. 1

By /S/ DAVID MULLER

Name: David Muller
(Print/Type)

Title Manager

Date August 1, 2011

K:\KSC\Contract Administration Projects & Misc\ISAAC Portal Use Agreement

**EXHIBIT A
CUSTOMER ADMINISTRATORS AND THIRD PARTIES**

1. CUSTOMER ADMINISTRATORS

The Customer authorizes the following persons to act as its Customer Administrators. Customer shall notify BPA of any changes to the Customer Administrator information provided to BPA.

**Primary Customer
Administrator**

**Secondary Customer
Administrator**

Name: Jeff Baine

Name: Dave Alumbaugh

Title: I.S. Manager

Title: I.T. Specialist

Address: P. O. Box 330

Address: P. O. Box 330

321 Pacific Ave.

321 Pacific Ave.

Chehalis, WA 98532

Chehalis, WA 98532

Phone: (360) 748-9261 x458

Phone: (360) 748-9261 x471

Fax: (360) 345-1459

Fax: (360) 345-1459

E-mail: jeff@lcpud.org

E-mail: davea@lcpud.org

2. THIRD PARTIES

(a) Customer authorizes the following entities to access and use the ISAAC Portal on behalf of the Customer. Customer shall notify BPA of any changes to the Third Party information provided to BPA.

(1) Company: TEA Inc. (NERC Code: TEAW02)

| Primary Point of Contact | Secondary Point of Contact |
|---|---|
| Name: <u>Abel Chan</u> | Name: <u>Scott Gleason</u> |
| Title: <u>Manager</u> | Title: <u>Manager, Real Time-West</u> |
| Address: <u>405 114th Ave. S.E.</u> <u>Suite 100</u> <u>Bellevue, WA 98004</u> | Address: <u>405 114th Ave. S.E.</u> <u>Suite 100</u> <u>Bellevue, WA 98004</u> |
| Phone: <u>(425) 460-1147</u> | Phone: <u>(425) 460-1140</u> |
| Fax: <u>(425) 372-0224</u> | Fax: <u>(425) 372-0224</u> |
| E-mail: <u>achan@teainc.org</u> | E-mail: <u>sgleason@teainc.org</u> |

(2) Company: _____

| Primary Point of Contact | Secondary Point of Contact |
|----------------------------------|-----------------------------------|
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Address: _____ _____ _____ | Address: _____ _____ _____ |
| Phone: _____ | Phone: _____ |
| Fax: _____ | Fax: _____ |
| E-mail: _____ | E-mail: _____ |

3. EXHIBIT REVISIONS

If updates to this exhibit are necessary to accurately reflect the contact information contained in this exhibit, the Customer shall provide a revised Exhibit A to BPA. This revised Exhibit A shall be effective upon receipt by BPA.

LEWIS COUNTY PUD NO. 1

By /S/ DAVID MULLER

Name: David Muller
(Print/Type)

Title Manager

Date August 1, 2011

K:\KSC\Contract Administration Projects & Misc\ISAAC Portal Use Agreement

AUTHENTICATED

SLICE COMPUTER APPLICATION ACCESS AND USE AGREEMENT

executed by the

UNITED STATES OF AMERICA

DEPARTMENT OF ENERGY

acting by and through the

BONNEVILLE POWER ADMINISTRATION

and

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY, WASHINGTON

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Exhibit A Authorized Representatives

This SLICE COMPUTER APPLICATION ACCESS AND USE AGREEMENT (Agreement) is made and entered into between the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA) and PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY, WASHINGTON (Lewis), hereinafter individually referred to as “Party” and collectively referred to as the “Parties”. Access to and use of BPA’s Slice Computer Application (SCA), or its successor, shall be pursuant to the terms, conditions and obligations set forth below.

RECITALS

The SCA is a software application used by BPA and its Slice/Block customers to implement the Regional Dialogue (RD) Slice/Block Power Sales Agreements.

Pursuant to the RD Slice/Block Power Sales Agreements, the SCA will consist of several modules, including the Slice Water Routing Simulator (Simulator), the Balance of System (BOS) Module, and the Default User Interface (DUI).

SCA design, maintenance, and use shall be as specified in Lewis' Power Sales Agreement, Contract No. 09PB-13063 (Power Sales Agreement). This Agreement is not intended to replace or modify any of BPA's or Lewis' obligations contained in the Power Sales Agreement. In the event of a conflict between Lewis' Power Sales Agreement and this Agreement, the Power Sales Agreement will control.

The Parties agree:

1. TERM AND TERMINATION

- (a) This Agreement is effective on the date executed by both Parties (Effective Date) and valid through the term of Lewis' Power Sales Agreement, with the exception of section 1(b) below.
- (b) This Agreement will terminate in the event Lewis no longer purchases the Slice Product, as defined in Lewis' Power Sales Agreement.

2. LEWIS' AUTHORIZED SYSTEM USERS

- (a) **System Users.** Lewis authorizes System Users to access and use the SCA, or its successor, on behalf of Lewis. System Users may include employees, agents, and assigns of Lewis and Third Parties. The Parties shall designate Third Parties and maintain current contact information for each Third Party in Exhibit A of this Agreement.
- (b) **Security Officer.** Lewis shall designate a Security Officer who has the authority to manage, assign, monitor, update and delete all customer-granted User IDs and passwords used to access the SCA including Lewis Facing Interface and the Default User Interface. The Security Officer shall be an employee of Lewis. The name and current contact information for Lewis' designated Security Officer(s) shall be maintained in Exhibit A of this Agreement.

3. ACCESS TO THE SCA

- (a) Lewis is responsible for the acquisition and maintenance of the hardware, software and communication equipment necessary for Lewis and its System Users to access the SCA, or its successor. Upon request, BPA will provide Lewis information on equipment and software and other specifications necessary for compatibility and access to the SCA, or its successor.
- (b) BPA shall provide and setup a User Identification (User ID) and password for the Security Officer(s) listed in Exhibit A.
- (c) Lewis shall be responsible for the management of the SCA User IDs and passwords assigned to each System User. Lewis shall follow all instructions received from BPA for the management of SCA User IDs and passwords, including but not limited to security requirements for User IDs and

passwords. The procedure for issuance of the SCA User ID to System Users, which may be revised from time to time, shall be provided to the Security Officer.

- (d) Lewis and its Security Officer shall be responsible for assuring that the use of the SCA by System Users is consistent with this Agreement.
- (e) BPA may revoke Lewis' SCA access at its sole discretion.

4. AUTHORIZED USE OF THE SCA

The SCA may only be used as described in Lewis' Power Sales Agreement. All uses of the SCA must be in accordance with U.S. laws, federal regulations, DOE Orders, and BPA policies and directives.

5. UNAUTHORIZED USE OF THE SCA

The SCA, or its successor, shall only be used as provided in Lewis' Power Sales Agreement and shall not be used for: a) any schedule or data access or transfer that, if compromised or falsified, may cause physical injury or loss of life; b) any schedule or data access or transfer that, if compromised or falsified, may result in imprisonment; c) any schedule or data access or transfer deemed illegal under federal law; or d) any schedule or data access or transfer that compromises the effective operation of the SCA, its successor, or associated systems. Unauthorized use may result in the limitation or revocation of Lewis' access to the SCA or investigation if possible criminal or illegal activities are suspected.

There is no expectation of privacy on the SCA. All data created, stored, or transmitted on the SCA are the property of the United States government. BPA's Information Technology (IT) department monitors the SCA. Unauthorized access and/or use of the SCA are prohibited. Violators are subject to criminal and civil penalties, and administrative actions. Access to the SCA constitutes acknowledgement and understanding of this warning.

6. DATA ACCURACY

BPA shall treat any information provided by Lewis using a valid User ID, including all information or data submitted or exchanged, as valid, accurate, and originating from and authorized by Lewis. Lewis and its System Users shall notify BPA as soon as possible of any errors or discrepancies in the information or data submitted or exchanged through the SCA, or its successor.

7. LIMITS ON LIABILITY

BPA shall have no liability for the omission, inaccuracy and inadequacy of information or data submitted by Lewis using a valid User ID through the SCA, or its successor.

8. NOTICES

- (a) Any notice required under this Agreement 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, if both Parties have means to verify 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. Either Party may change the name or address for delivery of notice by providing notice of such change or other mutually agreed method. The Parties shall deliver notices to the following person and address:

If to Lewis:

Public Utility District No. 1 of
Lewis County
321 N.W. Pacific Avenue
P.O. Box 330
Chehalis, WA 98532-0330
Attn: David J. Muller
Manager
Phone: 360.740.2411
FAX: 360.740.2455
E-Mail: davem@lcpud.org

If to BPA:

Bonneville Power Administration
905 N.E. 11th Avenue
P.O. Box 3621
Portland, OR 97208-3621
Attn: Charles W. Forman, Jr.-PSW-6
Senior Account Executive
Phone: 503.230.3432
FAX: 503.230.3242
E-Mail: cformanjr@bpa.gov

- (b) Lewis shall notify BPA as soon as possible of any actual or suspected loss, compromise or unauthorized use of the SCA, including the SCA User ID, or of any changes in the status of a Third Party, including but not limited to when the Third Party is no longer affiliated with Lewis or is no longer authorized to use the SCA on behalf of Lewis.

9. SIGNATURES

The Parties have caused this Agreement to be executed as of the date both Parties have signed this Agreement.

PUBLIC UTILITY DISTRICT NO. 1 OF
LEWIS COUNTY, WASHINGTON

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By /S/ DAVID MULLER

By /S/ CHUCK FORMAN, JR.

Name David J. Muller
(Print/Type)

Name Charles W. Forman, Jr.
(Print/Type)

Title Manager

Title Senior Account Executive

Date August 1, 2011

Date August 9, 2011

(PSW-W:\Power (RD)\Contract\Customer\Lewis\12410\12410_SCA User Agreement_Final.Doc) 05\26\11

Exhibit A
AUTHORIZED REPRESENTATIVES

1. SECURITY OFFICERS

Lewis authorizes the following persons to act as its Security Officers. Lewis shall notify BPA of any changes to the Security Officer information provided to BPA.

Primary Security Officer

Alternate Security Officer

Name: **Jeff Baine**

Name: **Dave Alumbaugh**

Title: **I.S. Manager**

Title: **I.T. Specialist**

Address: **P. O. Box 330**

Address: **P. O. Box 330**

321 Pacific Ave.

321 Pacific Ave.

Chehalis, WA 98532

Chehalis, WA 98532

Phone: **(360) 748-9261 x458**

Phone: **(360) 748-9261 x471**

Fax: **(360) 345-1459**

Fax: **(360) 345-1459**

E-mail: **jeff@lcpud.org**

E-mail: **davea@lcpud.org**

2. THIRD PARTIES

(a) Lewis authorizes the following entities to access and use the SCA as a System User on behalf of Lewis. Lewis shall notify BPA of any changes to the Third Party information provided to BPA.

(1) Company: TEA Inc. (NERC Code: TEAW02)

| Primary Point of Contact | | Secondary Point of Contact | |
|---------------------------------|--|-----------------------------------|--|
| Name: | <u>Abel Chan</u> | Name: | <u>Scott Gleason</u> |
| Title: | <u>Manager</u> | Title: | <u>Manager, Real Time-West</u> |
| Address: | <u>405 114th Ave. S.E.</u> <u>Suite 100</u> <u>Bellevue, WA 98004</u> | Address: | <u>405 114th Ave. S.E.</u> <u>Suite 100</u> <u>Bellevue, WA 98004</u> |
| Phone: | <u>(425) 460-1147</u> | Phone: | <u>(425) 460-1140</u> |
| Fax: | <u>(425) 372-0224</u> | Fax: | <u>(425) 372-0224</u> |
| E-mail: | <u>achan@teainc.org</u> | E-mail: | <u>sgleason@teainc.org</u> |

(2) Company: _____

| Primary Point of Contact | | Secondary Point of Contact | |
|---------------------------------|-------------------------|-----------------------------------|-------------------------|
| Name: | _____ | Name: | _____ |
| Title: | _____ | Title: | _____ |
| Address: | _____ _____ _____ | Address: | _____ _____ _____ |
| Phone: | _____ | Phone: | _____ |
| Fax: | _____ | Fax: | _____ |
| E-mail: | _____ | E-mail: | _____ |

3. REVISIONS

Lewis shall notify BPA, pursuant to the terms of section 8 of the body of this Agreement, if updates to this exhibit are necessary to accurately reflect the Security Officers, Third Parties, and their contact information contained in this exhibit. This exhibit shall be revised by mutual agreement of the Parties to reflect such changes.

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DARK FIBER LEASE AGREEMENT

The parties named herein hereby enter into this Dark Fiber Lease Agreement (the "Agreement") made this 12th day of February, 2013, between the **Public Utility District No. 1 of Lewis County (the District)**, a public utility incorporated under the laws of the State of Washington and having its principal place of business in Chehalis, Washington, herein referred to as the "District", and **the United States of America, Department of Energy, acting by and through the Bonneville Power Administration ("Lessee")**.

RECITALS:

WHEREAS, the District supplies electric service to its customers in Lewis County, Washington and requires a modern communications network for its own internal purposes including Supervisory Control and Data Acquisition, automated meter reading, voice, video, security, data, and other necessary services; and

WHEREAS, the District has determined it is in the public interest to make excess capacity of its communication network available to other entities, operating in or adjacent to Lewis County, for the mutual benefit of the general public, as well as to serve the interests of, and to bring the benefits of high speed information technology systems to Lewis County; and

WHEREAS, the Lessee wishes to lease dark fiber owned by the District.

NOW, THEREFORE, in consideration of mutual conditions and covenants hereinafter described, the District and Lessee, their successors, and assigns do hereby agree as follows:

1. TERM

The Agreement shall be effective February 12, 2013, and shall continue in full force and effect until December 31, 2017. After December 31, 2017, this Agreement shall continue on the same terms and conditions, except that the Agreement shall terminate on December 31, 2017 if the parties cannot agree to fees that are effective on January 1, 2018 and, as a result of such disagreement, a party provides written notice of its intent to terminate the Agreement by December 31, 2017.

After January 1, 2018, either party may terminate this Agreement for any reason by giving twenty-four (24) months written notice to the other party. The District may terminate this Agreement for any reason, including need to withdraw excess capacity for the District's own use, by giving twenty-four (24) months written notice to Lessee.

If a court of competent jurisdiction shall determines that the District or the Lessee does not have authority to perform under this Agreement, this Agreement shall be void when a final order is entered making such determination.

2. **ADMINISTRATOR AND CONTACTS**

The District's Manager, or designated representative, shall be the sole administrator of the Agreement for the District. The Lessee's Account Executive for the District, or designated representative, shall be the sole administrator for the Lessee. Each administrator shall assure that all work on their respective communication infrastructure is performed in accordance with good practice and in compliance with all applicable codes, standards, laws, and regulations.

The District and Lessee primary technical contacts, notice contacts, and mailing addresses shall be as shown in Exhibit C, Contacts. All notices and actions under this Agreement shall be mailed to the Notice Contacts listed in Exhibit C.

3. **DARK FIBER LEASED**

The District hereby agrees to provide the number of dark fiber optic pairs (two strands) on route(s) as defined in Exhibit B of this Agreement. The route length shall be measured by strand length from each end splice point or termination of District fiber line. The route, number of fiber pairs, length of each route and monthly cost of fibers that are to be leased are indicated in Exhibit B.

In consideration for the fiber optic pairs made available, the Lessee agrees to pay the monthly lease payments listed in Exhibit B.

Fiber Lease and Service Conditions are as set forth in Exhibit A to the Agreement. Lessee shall comply with Fiber Lease and Service Conditions, which are attached hereto and made a part of this Agreement.

4. **BILLING AND PAYMENT**

(a) **Billing**

The District shall invoice the Lessee on a monthly basis for all products and services provided. Such invoice will be emailed or mailed by United States mail to the Lessee's address listed in Exhibit C.

(b) **Payment Due Date**

Payment shall be due not later than thirty (30) calendar days after the date on which, as identified in Exhibit B, Lessee actually receives a proper invoice as described below. If the 30th day is a Saturday, Sunday or federal holiday, the Due Date is the next Business Day.

(c) **Billing Instructions**

(1) A proper invoice must include the District's name and address, invoice date, contract number, description of services or work performed, price of services delivered or rendered, the name and address of the person to whom payment will be made, and name (where practicable), title, phone number, mailing address of person to be notified in event of a defective

invoice, and bank account information required to enable Electronic Funds Transfer (EFT) as method of payment. Failure to submit a proper invoice may result in a delay in payment.

(d) **Payment Method**

Payments under this contract will be made by electronic funds transfer whenever possible, or by check in very limited circumstances, at the option of the Lessee.

(e) **Prompt Payment Act**

This contract is subject to the provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.), and regulations at 5 CFR Part 1315.

(f) **Interest Penalty Payments**

If interest penalty payments are determined due under the provisions of the Prompt Payment Act, payment shall be calculated using the Prompt Payment Act interest formula at 5 CFR §1315.17 (or its successor).

(g) **Disputed Bills**

- (1) If the Lessee disputes any portion of a charge on the Lessee's bill, the Lessee shall provide written notice to Customer with a copy of the bill noting the disputed amounts. Notwithstanding whether any portion of the bill is in dispute, the Lessee shall pay the entire bill in accordance with Section 5(b) above.
- (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 the District's agreement that a valid claim under contract law has been stated.
- (3) If the Parties agree that the Lessee is entitled to a refund of any portion of the disputed amount, then the District 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.

5. FACILITIES AND OWNERSHIP

The District will pay for and own all its communication system local loop backbone infrastructure and related dark fiber. The ownership of dark fiber leased in connection with this Agreement shall not be deemed to change as a result of this Agreement.

Lessee shall purchase and own all additional communications infrastructure necessary to utilize the dark fiber for its business purposes. The Lessee shall provide the labor and materials to interconnect with the District's dark fiber.

Dark fiber route and points of interconnectivity and demarcation shall be as described more fully in Exhibit B, Routes, Fiber Leased and Pricing.

On termination of this Agreement, in accordance with the terms of Section 1, the Lessee shall terminate its connection to the District's facilities.

6. SERVICE LEVEL AGREEMENT

The District does not guarantee uninterrupted availability. The District shall not be liable to the Lessee or any other person, for any failure, whether temporary or permanent, of use of the District's fibers or delay or corruption of communication to be transmitted or attempted to be transmitted over the District's fiber, however the Lessee shall be given a credit against the monthly lease payment for any interruption exceeding 12 hours in the Lessee's use of the leased fiber in an amount proportionate to the total hours of service for that month.

In the event it is necessary (in the sole discretion of the District) to temporarily suspend the availability of dark fiber for the purpose of preventive maintenance, repairs, or improvements to the District's communication system, the District shall have the right to temporarily suspend availability of dark fiber services, so long as the District: 1) provides the Lessee a minimum of 14 days written notification of such maintenance, and shall consult with BPA regarding the timing of any planned service interruption, 2) makes good faith efforts to schedule such interruptions at mutually agreeable times, and 3) uses reasonable efforts to limit the duration of such service interruptions to the minimal amount of time needed to perform the construction, maintenance, repair, or upgrade.

Upon notification by the District or Lessee of a failure of or damage to the District's fiber that results in the interruption of service to the District or the Lessee, the District shall make best efforts to restore service within 18 hours, taking into account prudent utility practice, availability of personnel (including any limitation on the use of personnel included in applicable the District contracts), and the need to ensure the health and safety of the District and the Lessee employees and agents.

The District shall maintain the District's facilities and fiber in good working order and in a safe condition, in conformity with District's specifications and those set forth by the National Electrical Safety Code.

In the event that the fiber BPA leases from the District do not meet BPA's fiber availability requirements as set forth in Exhibit A, Section 7, the Lessee shall have the rights to terminate this Agreement by providing the District with at least 24-months written notice.

Following scheduled maintenance or unscheduled failures in District communications infrastructure, the District will make needed repairs to restore capacity with diligence and complete such repairs as soon as is reasonable and practicable.

There shall be no charge to the Lessee for any maintenance or repair service, other than the monthly lease charge as set forth in Exhibit B and for damages or repairs arising out of intentional or negligent acts of Lessee, its employees, agents and/or contractors. The Lessee, at no cost to the District, shall test fiber after repairs are completed and shall provide the District a copy of fiber test reports.

7. COORDINATION OF ACTIVITIES

The Administrators, or their delegates, shall keep themselves, and each other, apprised of activities that may affect each other's communication system during the term of this Agreement. Prior to commencement of any work hereunder, the Administrators or their delegates shall confer to schedule and coordinate the work to be performed.

8. RESPONSIBILITY OF LIABILITY

Nothing in this Agreement or the provision of services shall create or impose liability on the District or Lessee for the acts of the other. However, as noted in Section 6 herein (Service Level Agreement), the District does not guarantee uninterrupted availability. No liability shall attach to the District for failure of dark fiber, communication facilities, or failure to have dark fiber capacity available as set forth in Section 3 and Exhibit A of this Agreement.

9. LIABILITY

Within the limitations of the Federal Tort Claims Act, the Lessee shall be responsible for injuries and damages caused by its negligence or intentional misconduct arising out of the Lessee's use of the leased dark fiber under this Agreement.

10. COMPLIANCE WITH LAW

Both District and Lessee shall comply with all applicable federal, state and local laws, codes, rules, regulations, and all other obligations under law. This Agreement shall be governed and interpreted under Federal law and, in the absence of controlling Federal law, Washington State law.

Should it be determined that the District does not have authority to enter into this Agreement, or that the District does not have authority to provide Lessee with dark fiber capacity or services as set forth in this Agreement, this Agreement shall be deemed terminated with no liability or damages accruing to either party.

11. DEFAULT

The following shall constitute an event of default:

- a) Lessee fails to pay any fee within thirty (30) days after it is due;
- b) Lessee fails to comply with any term or condition, or fulfill any obligation of this Agreement, or of Exhibit A, Fiber Lease and Service Conditions, within ten (10) days of written notification by the District; however, Lessee shall not be in default if, for any condition or obligation that cannot be cured within such thirty (30) day

period, Lessee commences such cure within such thirty (30) day period and completes such cure within sixty (60) days;

- c) Lessee becomes insolvent or fails to generally pay its debts as they become due;
- d) Lessee voluntarily or involuntarily dissolves or is dissolved or terminates or is terminated; or
- e) The District fails to observe or perform any of its representations, warranties, and/or obligations of this Agreement, or of Exhibit A, Fiber Lease and Service Conditions and fails to cure such breach within thirty (30) days after written notice; provided however, the District shall not be in default if, for any condition or obligation that cannot be cured within thirty (30) day period, the District commences such cure within such thirty (30) day period and completes such cure within sixty (60) days.

In the event of default by either party, the non-defaulting party shall have the right to exercise any or all of the following remedies to the extent applicable:

- a) terminate this Agreement;
- b) proceed by court action to enforce performance of this Agreement;
- c) exercise any other right or remedy available at law or in equity; and/or
- d) disconnect dark fiber service.

12. RIGHT OF ASSIGNMENT

The District reserves the right to transfer all or a part of the communications infrastructure supporting excess capacity from within the Electric System in order to create a separate and distinct District system for bonding or any other lawful purpose. Should this occur, all District rights and responsibilities under this Agreement may be reassigned to that new and separate District system.

Lessee's dark fiber communications capacity under this Agreement is for the sole use of Lessee. No assignment or resale of dark fiber may occur without the express written consent of the District and such consent may be withheld at the District's sole discretion. The Lessee is permitted to sell bandwidth on fiber leased.

13. MODIFICATION OF AGREEMENT

Except as provided in Exhibit A, Section 7, this Agreement may be modified or amended only by the joint and written action of the District and Lessee.

14. DISPUTE RESOLUTION AND ATTORNEYS' FEES

The parties shall execute their rights and discharge their duties as set forth in this Agreement in good faith. In the event of a dispute, the parties shall consult and exercise reasonable efforts to arrive at an amicable resolution. If the District is the substantially prevailing party in any action at law or in equity that is necessary to enforce or interpret

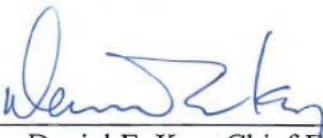
the terms of this Agreement, then the Lesse shall only pay the District's reasonable attorneys' fees, costs, necessary disbursements and reasonable expert witness fees, to the extent required by Federal law.

15. ENTIRE AGREEMENT AND SEVERABILITY

This instrument embodies the entire Agreement of the District and Lessee. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between District and Lessee regarding the services described herein.

If a provision of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

IN WITNESS WHEREOF, EXECUTED THIS 12th day of February, 2013.

By: 
Daniel E. Kay, Chief Engineer
Public Utility District No. 1 of Lewis County

IN WITNESS WHEREOF, EXECUTED THIS 15th day of February, 2013.


By: 
Title: _____
Melanie M. Jackson, Transmission Account Executive
Bonneville Power Administration

Exhibit A

FIBER LEASE AND SERVICE CONDITIONS

1. General Provisions for Installation

All work performed by Lessee, its contractors or assignees, shall be done in accordance with applicable federal, state and local codes. The Lessee shall comply with all laws, rules and regulations relating to fire prevention, control and suppression, and all safety rules and regulations.

Any modification by Lessee to District communication infrastructure or interface equipment shall be performed only with the prior knowledge and written consent of District.

All work by Lessee shall be done in a workmanlike manner and shall be maintained so as not to be hazardous to life or property. Damage to District facilities caused by Lessee actions shall be repaired promptly without cost to the damaged party. The District shall be immediately notified of any such damage and repairs shall be performed by the District or under strict District supervision.

2. Interference During Installation and Operation

In the event that radio frequency or other interference to the District should result from Lessee's equipment, installations, operations, or connections, Lessee shall be responsible for immediately ceasing operation and eliminating such interference to the satisfaction of the District before resuming operation. Lessee will be responsible and will assume the cost of the corrective measures needed to eliminate the interference or modify it to the satisfaction of District.

3. Equipment to be Installed

All equipment to be installed by Lessee shall be National Telecommunication and Information Administration (NTIA) type approved, where applicable. However, any such NTIA approval shall not relieve Lessee of responsibility to correct incompatibility or interference problems.

4. System Integrity

Lessee agrees to exercise care and caution to preserve the integrity, and security, of all operation systems, equipment and facilities located on District or Lessee's business premises covered by this Agreement.

5. Interconnectivity and Testing (Demarcation)

Dark fiber route(s) and number of fiber pairs leased are listed in Exhibit B of this Agreement. The Lessee shall interconnect with District fiber at a splice enclosure or at a patch panel as indicated in Exhibit B. The Lessee shall be responsible for splicing or terminating their fibers in the District owned splice enclosure or patch panel, or interconnect by other District-approved means. The quality and maintenance of splices and terminations shall be the responsibility of the Lessee to repair or replace at its cost as needed throughout the term of the Agreement.

The District may use the same splice enclosure and termination points as used by the Lessee to interconnect with District-owned fiber or with other parties' fiber. Careful attention not to interrupt service to the Lessee will be made. If an interruption is necessary, the District will notify the Lessee of the date and time, and duration of the interruption of fiber service.

The Lessee will be responsible for the fiber testing after interconnecting is completed. The total fiber length (leased and Lessee's fiber) from both directions, at the wavelength to be used, shall be tested. The Lessee shall furnish to the District, Optical Time Domain Reflectometer (OTDR) information after splicing on fibers leased indicating the total fiber run length (feet), leased fiber length (feet), fiber losses (dB), splice locations (feet) and losses through each splice (dB). A copy of test documents shall be sent to the District within 30 days. The cost of the interconnection and testing shall be the responsibility of the Lessee.

6. Trouble Reports

The Lessee is responsible for notifying the District of suspected trouble or problems with District-owned fiber that was leased by the Lessee. The Lessee shall locate the damage location of the leased fiber(s) using an OTDR or similar instrument. The District will be responsible for maintaining the dark fiber and will schedule repair of damaged fiber or cable, as soon as is reasonable and practical. To expedite repairs, the District may request the Lessee to assist in the repair of the fibers leased. OTDR testing after repairs or maintenance shall be the responsibility of the Lessee.

If other functional fiber pairs are available on the same leased routes, the District may request the Lessee to change fiber pairs to restore service.

The District shall have the right of reasonable access to the facilities leased to Lessee hereunder to install, test, maintain or repair the District's fiber or facilities.

7. Fiber Availability

Per Section 6 of the body of the Agreement, the Lessee may terminate this Agreement upon at least 24 months notice to the District if the District cannot provide Class C service, as shown below on BPA's Service Class Availability Table. The Lessee may unilaterally amend BPA's Service Availability Table, or otherwise add fiber service availability requirements below.

BPA Service Class Availability

| BPA Service Class | BPA Channel Availability | BPA Circuit Availability | BPA Functional Availability |
|--------------------------|---------------------------------|---------------------------------|------------------------------------|
| Class A | 99.95% | 99.90% | 99.9999% |
| Class B | 99.99% | 99.93% | 99.98% |
| Class C | 99.95% | 99.90% | 99.95% |
| Class D | 99.9% | 99.88% | 99.88% |
| Class E | 99.5% | 99.0% | 99.0% |

Note:

For single circuits (non-redundant end equipment), BPA Functional Availability = BPA Circuit Availability.

Exhibit B

ROUTES, FIBER LEASED AND PRICING

Current fees are based on existing pricing structures as of the signing of this Agreement. Fees are as summarized in the below listed table and shall remain unchanged. Should the District be assessed additional sales, use or similar taxes as a result of this Agreement, under existing laws or changes in the laws, such tax will be added to the monthly lease rate.

Upon completion of a ROUTE #1, the District will send notice to the Lessee stating that the leased fiber is available for use and billings will start thirty (30) days thereafter.

ROUTE #1 – BPA Chehalis to BPA Silvercreek

The District has installed a 72-strand ADSS fiber optic cable between the Lessee’s Chehalis and Silvercreek Substations. From the Lessee’s Chehalis Substation, the fiber follows the transmission route south to Napavine and then continues south until Avery Road. Then the route continues east along the Districts’ transmission route until the Leonard Road Substation. The route then continues south along Leonard Road until Highway 12 and then continues east along the distribution structures to the Lessee’s Silvercreek Substation.

The Lessee will be responsible for the specific fiber splicing along the route to provide service to its communication system.

PRICING

| | <u>Number of Pairs</u> | <u>Miles</u> | <u>Rate/Pair/Mile</u> | <u>Total</u> |
|--|------------------------|--------------|-----------------------|--------------|
| Route #1 (March 2013) BPA Chehalis (Demarcation point – splice case inside control house) to BPA Silvercreek (Demarcation point – splice case at sub) | 2 pairs | 23.02 | 50.00 | 2302.00 |

Total Recurring Monthly Charge \$2302.00

Accepted: Melanie M. Chase Feb. 15, 2013
Bonneville Power Administration date

Acknowledged: [Signature] 2/12/13
Lewis County PUD date

Exhibit C

CONTACTS

Lessee and District shall keep each other informed, in writing, of technical, business, and mailing contacts as required in the below listed table.

| <u>Technical Contact</u> | <u>District</u> | <u>Lessee</u> |
|--------------------------|--|--|
| Individual | Dan Kay | Joseph (Jody) Daisa |
| Location | Lewis County PUD | Bonneville Power |
| Address | 321 NW Pacific Ave PO Box 330 | Administration 5240 Troper Road SW |
| City, State & Zip | Chehalis, WA 98532 | Olympia, WA 98092 |
| Daytime Phone | 360-740-2435 | 360-570-4380 |
| Fax Number | 360-740-2459 | |
| Emergency Phone Number | | To be provided separately |
| E-mail | dank@lcpud.org | |
| | | |
| <u>Notice Contact</u> | | |
| Business Name | Lewis County PUD | Bonneville Power |
| Attention | Bob Geddes, Manager | Administration |
| Address | 321 NW Pacific Ave PO Box 330 | Melanie M. Jackson Mail Stop: TSE/TPP-2 PO Box 61409 |
| City, State & Zip | Chehalis, WA 98532 | Vancouver WA 98666-1409 |
| Daytime Phone | 360-740-2411 | 360-619-6012 |
| Fax Number | 360-740-2455 | |
| Emergency Phone Number | 360-748-9261 Ext. 419 | |
| E-mail | bobg@lcpud.org | mmjackson@bpa.gov |
| | | |
| <u>Billing Address</u> | | |
| Business Name | | Bonneville Power |
| Attention: | | Administration |
| Address | | Melanie M. Jackson Mail Stop: TSE/TPP-2 PO Box 61409 |
| City, State & Zip | | Vancouver WA 98666-1409 |
| Telephone | | 360-619-6012 |
| E-mail | | mmjackson@bpa.gov |

AUTHENTICATED

Contract No. 16TX-16310

MUTUAL ASSISTANCE AGREEMENT

executed by the

UNITED STATES OF AMERICA

DEPARTMENT OF ENERGY

acting by and through the

BONNEVILLE POWER ADMINISTRATION

and

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

This MUTUAL ASSISTANCE AGREEMENT (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA) and PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY (Lewis). BPA and Lewis may participate in this Agreement as either "Assisting Party" or "Requesting Party" as the situation requires. BPA and Lewis may be referred to individually as "Party" and collectively as "Parties." This Agreement terminates and replaces in its entirety the prior Reciprocal Operating and Emergency Repair Agreement, Contract No. 14-03-57670.

RECITALS

Whereas, the Parties recognize that assistance may be desired when electric service has been disrupted by acts of the elements, equipment malfunctions, accidents or any other occurrence where the Parties deem assistance to be necessary or advisable;

Whereas, it is in the mutual interest of the Parties to be prepared to provide or receive assistance for emergency repair and restoration to such electric service and facilities; and

Whereas, the Parties recognize that, in the case of electric service interruption, one Party can provide valuable assistance to the other Party in the form of personnel, equipment and/or materials, and other technical assistance. The purpose of this Agreement is to provide the procedures under which one Party may request and receive assistance from the other Party.

The Parties therefore agree as follows:

1. DEFINITIONS

When used in this Agreement, the following terms have the meaning shown below:

- (a) “Assistance” means the actions taken by the Assisting Party, including during Mobilization, to provide personnel, materials, equipment, supplies and/or tools to the Requesting Party in order to expedite restoration of electrical service that has been disrupted by acts of the elements, equipment malfunctions, accidents or any other emergencies. Assistance does not include routine maintenance or work stoppages.
- (b) “Assistance Period” means the period of time that starts when the Assisting Party has mobilized and dispatched resources to the Requesting Party and shall be deemed to have terminated when Demobilization is complete.
- (c) “Demobilization” means the actual return of all of the Assisting Party’s mobilized resources to the Assisting Party’s normal base.
- (d) “Mobilization” means the planning, collecting, assigning, preparing and transporting of all assistance personnel, materials, equipment, supplies and/or tools. Mobilization also includes any pre-engineering work necessary to provide Assistance. Mobilization may start in advance of execution of the Reimbursable Agreement.
- (e) “Reimbursable Agreement” means a separate agreement whereby the Assisting Party agrees to provide Assistance to the Requesting Party, and the Requesting Party agrees to pay the Assisting Party’s expenses incurred while providing Assistance.
- (f) “Assisting Party” means the Party that is asked to provide Assistance.
- (g) “Requesting Party” means the Party that is requesting Assistance.

2. TERM OF AGREEMENT

This Agreement will be effective at 0000 hours on the date that this Agreement has been signed by the Parties (Effective Date), and shall terminate on the earlier of: (1) 90 days written notice of either Party, or (2) 30 years after the Effective Date.

3. EXHIBITS

Exhibit A, Notices, is incorporated into and made part of this Agreement.

4. NO OBLIGATION TO REQUEST OR PROVIDE ASSISTANCE

Nothing in this Agreement shall be construed to create an enforceable legal obligation to provide or receive Assistance. The Assisting Party has the right to refuse, in its sole discretion, to provide Assistance, or to discontinue providing Assistance with notice to the Requesting Party, and shall not be liable for any damage or consequences resulting from any refusal, failure or delay in providing Assistance. The Requesting Party shall be liable for all costs incurred by the

Assisting Party up to the point the Assisting Party no longer provides Assistance. All costs incurred by the Assisting Party will be resolved in accordance with Section 5(e) of this Agreement.

5. REQUESTING AND PROVIDING ASSISTANCE

- (a) In the event of an emergency affecting the generation, transmission or distribution services and/or related facilities owned or controlled by a Party, the Requesting Party may request the Assisting Party to provide Assistance by contacting the appropriate representative listed in Exhibit A.
- (b) The Requesting Party shall provide the Assisting Party with a general description of the damage sustained, including location of the damages, and the Assistance desired.
- (c) The Assisting Party shall, in its sole discretion, determine if it will provide Assistance, including the extent and limitations of Assistance.
- (d) If the Assisting Party determines it can provide Assistance, the Assisting Party shall document in an email or letter to the Requesting Party of the Assistance it will provide, including equipment, materials, supplies, number of personnel by job function and an estimate of the Assistance Period. Before Mobilization can occur, the Requesting Party shall confirm in an email or letter to the Assisting Party that it will accept the Assistance.

By accepting Assistance, the Requesting Party agrees to pay all costs that the Assisting Party incurs to provide Assistance, including applicable overheads, from the period when Mobilization begins through the term of the Reimbursable Agreement executed by the Parties pursuant to section 5(e) below or Demobilization. The Requesting Party shall also pay the costs for any materials that are used to provide Assistance that the Assisting Party determines it cannot re-use. The Assisting Party will determine the costs for such materials by either determining the cost to replace the materials, including applicable overheads, or, if the Assisting Party chooses to not replace the materials, the current value of the materials, including applicable overheads.

The Assisting Party shall specify all costs it incurs to provide Assistance in an invoice that it will send to the Requesting Party, and the Requesting Party shall pay the Assisting Party consistent with the instructions on the invoice.

- (e) A Reimbursable Agreement shall be executed by the Parties as soon as possible after the agreement to proceed with Mobilization. Before a Reimbursable Agreement is executed, the Assisting Party may provide Assistance to the Requesting Party under this Agreement. Cost of Assistance provided under this Agreement prior to the Reimbursable Agreement will be reflected in the Reimbursable Agreement. After the Reimbursable

Agreement is executed, the Reimbursable Agreement shall provide the terms and conditions under which Assistance is provided and will supersede this Agreement for the Assistance Period; provided, however, that the Reimbursable Agreement will not relieve the Requesting Party of its obligation to pay the Assisting Party for all costs it incurs providing Assistance under this Agreement.

6. SCOPE OF ASSISTANCE

- (a) All costs associated with the furnishing of Assistance shall be the responsibility of the Requesting Party and are deemed to have commenced upon Mobilization by the Assisting Party.
- (b) The Assisting Party and Requesting Party shall coordinate the preparation of Mobilization and Demobilization.
- (c) Wages, hours and other terms and conditions of employment applicable to personnel provided by the Assisting Party shall continue to be those of the Assisting Party.
- (d) If the Assisting Party provides a crew or crews, it shall assign supervisory personnel as deemed necessary by the Assisting Party, who shall be directly in charge of the crew or crews providing Assistance.
- (e) All time sheets, equipment and work records pertaining to personnel, material, vehicles, equipment, supplies and/or tools provided by the Assisting Party shall be kept by the Assisting Party for billing and auditing purposes as provided in this Agreement.
- (f) No Party shall be deemed the employee, agent, representative, partner or the coventurer of another Party or the other Parties in the performance of activities undertaken pursuant to this Agreement.
- (g) The Parties shall, in good faith, attempt to resolve any differences in work rules and other requirements affecting the performance of the Parties' obligations pursuant to this Agreement.

7. OPERATION OF FACILITIES

- (a) **Dispatch Jurisdiction**
Dispatch jurisdiction and switching authority will not change during the period Assistance is provided, except that in emergency situations when life or property is endangered, any Party may de-energize lines or equipment and perform such switching as necessary according to its best judgment. The jurisdictional dispatcher must be notified and involved as soon as practical. The Parties will continue to follow all instructions issued by the jurisdictional dispatcher.

(b) **Safety Standards and Work Procedures**

The Assisting Party shall follow the Requesting Party's and jurisdictional dispatcher's safety standards and work practices when providing Assistance. However, the Assisting Party shall have the right to stop work if it has concerns regarding safety.

8. **ACCESS**

The Requesting Party shall grant access to the Assisting Party in accordance with the Requesting Party's safety and security requirements. Access and escort by the Requesting Party shall be sufficient to allow the Assisting Party to provide Assistance.

9. **LIABILITY**

Within the limitations of applicable law, each Party assumes all liability for injury or damage to person or property from the intentional actions or negligence of its own employees and agents. Notwithstanding the preceding sentence, neither Party shall be liable to the other Party hereto for any lost or prospective profits or any special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement, whether or not arising from such Party's sole, joint or concurrent negligence and whether or not such Party has been advised of the possibility of such damages.

10. **STANDARD PROVISIONS**

(a) **Amendments**

Except where this Agreement explicitly allows one Party to unilaterally amend a provision or revise an exhibit, no amendment or exhibit revision to this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each Party.

(b) **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.

(c) **Choice of Law**

This Agreement shall be interpreted, construed and enforced in accordance with Federal law.

(d) **Entire Agreement**

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.

(e) **Freedom of Information Act (FOIA)**

BPA may release information provided by Lewis to comply with FOIA or if required by any other federal law or court order. For information that Lewis designates in writing as proprietary, BPA will limit the use and dissemination of that information within BPA to employees who need the information for purposes of this Agreement.

(f) **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.

(g) **Uncontrollable Forces**

The Parties shall not be in breach of their respective obligations to the extent the failure to fulfill any obligation is due to an Uncontrollable Force.

“Uncontrollable Force” means an event beyond the reasonable control of, and without the fault or negligence of, the Party claiming the Uncontrollable Force, that prevents that Party from performing its contractual obligations under this Agreement and which, by exercise of that Party’s reasonable care, diligence and foresight, such Party was unable to avoid. Uncontrollable Forces include, but are not limited to:

- (1) strikes or work stoppage;
- (2) floods, earthquakes, or other natural disasters; terrorist acts; and
- (3) final orders or injunctions issued by a court or regulatory body having competent 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 of competent subject matter jurisdiction.

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.

If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall: (1) immediately 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 its best 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 Exhibit A, Notices.

(h) **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 any other breach of this Agreement.

11. SIGNATURES

The Parties have executed this Agreement as of the last date indicated below.

PUBLIC UTILITY DISTRICT NO. 1 OF
LEWIS COUNTY

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By:

/S/ BRYAN WATT
2016.11.18

By:

/S/ MELANIE M JACKSON
2016.10.31

Title:

OPERATIONS MANAGER

Title:

Transmission Account Executive

If opting out of the electronic signature:

By: _____

Name: _____
(Print/Type)

Title: _____

Date: _____

**EXHIBIT A
NOTICES**

- 1. REQUESTS FOR ASSISTANCE AND NOTICES OF AN OPERATING NATURE**
Any notice, request, or demand of an operating nature by the Transmission Provider or the Transmission Customer shall be made either orally or in writing by First Class mail or by facsimile.

If to Lewis:

Public Utility District No. 1 of Lewis
County
P.O. Box 330
Chehalis, WA 98532
Attention: Bryan Watt
Title: Operations Manager
Phone: (360) 520-7920
Fax: (360) 740-2450
E-mail: bryanw@lcpud.org

If to BPA:

(a) To request Assistance of personnel, material, equipment, supplies and/or tools, contact the BPA representative in the order listed below:

- (1) District Manager:
(360) 570-4301
- (2) Dispatch with Primary Jurisdiction for the Customer:

Munro Dispatch:
Phone: (509) 465-1820
or (509) 465-0315
Fax: (509) 466-2444

- (3) Dispatch with Alternate Jurisdiction:

Dittmer Dispatch:
Phone: (360) 418-2281
or (360) 418-2280
Fax: (360) 418-2938

- (4) Chief Substation Operator:
(360) 570-4312
- (5) Transmission Customer Service Engineer:
(360) 570-4336
- (6) Transmission Account Executive:
(360) 607-8411 or (360) 619-6005

(b) To request Assistance for materials-only, contact the BPA Representative in the order listed below:

- (1) BPA Logistics Services Foreman:
(360) 907-4217
- (2) Traffic Management Specialist:
(360) 518-0784

2. ADMINISTRATIVE CONTACTS

Any notice or other communication related to this Agreement, other than notices of an operating nature (Section 1 above), shall be in writing and shall be deemed to have been received if delivered in person, by First Class mail, by facsimile or sent by overnight delivery service.

If to Lewis:

Public Utility District No. 1 of Lewis
County
P.O. Box 330
Chehalis, WA 98532
Attention: Bryan Watt
Title: Operations Manager
Phone: (360) 520-7920
Fax: (360) 740-2450
E-mail: bryanw@lepud.org

If to BPA:

To request a Reimbursable Agreement

Attention: Transmission Account Executive for
Public Utility District No. 1 of Lewis County –
TSE/TPP-2
Phone: (360) 619-6016
Fax: (360) 619-6940

If by First Class Mail:

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

If by Overnight Delivery Service:

Bonneville Power Administration – TSE/TPP-2
905 NE 11th Avenue
Portland, OR 97232

3. CHANGES IN NOTICES

If either Party changes its contact(s), that Party shall notify the other Party by voice phone, facsimile transmission, or other means immediately. The Party making the change shall send written notice of the change to the other Party within 3 business days. BPA shall revise this Exhibit upon such notice.

AUTHENTICATED

ENERGY CONSERVATION AGREEMENT
executed by
BONNEVILLE POWER ADMINISTRATION
and
PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

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Exhibit A Notices and Contact Information

This ENERGY CONSERVATION AGREEMENT (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through BONNEVILLE POWER ADMINISTRATION (BPA); and PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY (Lewis), a public utility district, organized under the laws of the State of Washington, hereinafter individually referred to as “Party” or collectively referred to as the “Parties.”

RECITALS

BPA is required by the Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. §§ 839-839h (Northwest Power Act), to meet the net firm power load requirements of its customers in the Pacific Northwest.

Per the Northwest Power Act and consistent with the Pacific Northwest Electric Power and Conservation Planning Council’s regional power plan, BPA pursues Conservation as a resource.

BPA is authorized to acquire cost-effective Conservation to reduce the firm power load requirements of its customers in the Pacific Northwest, and intends to do so by purchasing Energy Savings from Program Participants in accordance with the Energy Conservation Agreement.

Lewis intends to implement Measures in accordance with the Implementation Manual and to report and sell the resulting Energy Savings to BPA.

This Agreement, including BPA's Energy Efficiency Implementation Manual as may be revised, provides the implementation, reporting, and payment requirements for BPA's portfolio of Energy Efficiency Measures.

The Parties agree as follows:

1. TERM

This Agreement takes effect on the date signed by the Parties and expires on September 30, 2021, unless terminated earlier as provided in section 13, Termination. Performance by BPA and Lewis shall commence on October 1, 2017, with the exception of those actions required prior to that date included in section 3(a) and section 3(b). All obligations under this Agreement shall be preserved until discharged or satisfied.

2. DEFINITIONS

Capitalized terms used in this Agreement shall have the meaning stated.

- (a) "Approved Invoice Payment Amount" means the sum of amounts in an invoice package that BPA determines has met the criteria in section 5(b) and section 5(c) and that BPA authorizes payment of per section 6.
- (b) "Available Implementation Budget" means the amount available for BPA to purchase Energy Savings from a specific Program Participant at a given point in time equal to the Program Participant's Initial Implementation Budget plus any applicable Rollover Amount plus or minus any applicable Implementation Budget Transfers minus any applicable Approved Invoice Payment Amounts.
- (c) "Conservation" means any reduction in electric power consumption as a result of increases in the efficiency of energy use, production or distribution, as defined in section 3(3) of the Northwest Power Act, and includes actual and planned Conservation.
- (d) "Energy Efficiency Incentive" or "EEI" means the aggregate program cost established by BPA for purchasing Energy Savings from all Program Participants within a Rate Period.
- (e) "Energy Savings" means amounts of Conservation that BPA has determined to be attributable to Measures implemented in a manner consistent with this Agreement.

- (f) “Implementation Budget Transfer” means an increase or decrease in a Program Participant’s Available Implementation Budget as a result of a method of transferring funds as defined and allowed under this Agreement.
- (g) “Implementation Manual” means the publicly accessible BPA guidance document, as may be revised, that specifies: (1) the Measures that may be implemented by Program Participants, (2) the requirements and specifications for implementation of Measures, and (3) the obligations on BPA and the Program Participants related to the implementation, reporting, payment amounts, oversight, and evaluation of Energy Savings, including Self-Funded Energy Savings.
- (h) “Initial Implementation Budget” means the portion of an EEI established by BPA and effective at the beginning of a Rate Period to purchase Energy Savings from a specific Program Participant during that Rate Period.
- (i) “Measure” means any material, equipment, or activity identified in the Implementation Manual that a Program Participant may install or implement within its service area to achieve Conservation.
- (j) “Program Participant” means a BPA customer that has an Energy Conservation Agreement in effect.
- (k) “Rate Period” shall have the meaning as defined in BPA’s Tiered Rate Methodology, as amended.
- (l) “Rollover Amount” means an amount of a Program Participant’s budget remaining at the end of a given Rate Period that may carry forward to increase the amount of that Program Participant’s Available Implementation Budget for the following Rate Period.
- (m) “Self-Funded Energy Savings” means Energy Savings for which a Program Participant chooses to not seek payment from BPA.

3. IMPLEMENTATION BUDGET

- (a) **Determination of EEI**
By September 30, 2017, and no later than September 30 prior to the start of each Rate Period thereafter, BPA shall determine the EEI for the upcoming Rate Period.
- (b) **Notification of Lewis’s Initial Implementation Budget**
By September 30, 2017, and no later than September 30 prior to the start of each Rate Period thereafter, BPA shall notify Lewis of its Initial Implementation Budget for the upcoming Rate Period.

Each Rate Period, BPA shall establish Lewis’s Initial Implementation Budget based on Lewis’s Tier One Cost Allocator. For purposes of this Agreement,

the term Tier One Cost Allocator has the meaning as defined in BPA's Tiered Rate Methodology, as may be revised.

(c) **Rollover Amount**

As applicable and in accordance with the terms and conditions in the Implementation Manual, BPA shall calculate Lewis's Rollover Amount and incorporate a Rollover Amount into Lewis's Available Implementation Budget for each Rate Period. By November 15, 2017, and no later than November 15 every two years thereafter, BPA shall notify Lewis of its applicable Rollover Amount for the remainder of the Rate Period.

(d) **Implementation Budget Transfers**

Lewis may request an increase or decrease to its Available Implementation Budget through an Implementation Budget Transfer in accordance with the Implementation Manual.

If BPA, or the Parties together, establish a new project or program that allows Implementation Budget Transfers to Lewis's Available Implementation Budget, then the terms and conditions of such project or program will be included in the Implementation Manual or as a new exhibit to this Agreement.

BPA shall provide notice to Lewis stating the changes to Lewis's Available Implementation Budget due to any Implementation Budget Transfers.

(e) **Notices and Notifications**

Notices sent under this section 3 shall be sent in accordance with Exhibit A, Notices and Contact Information.

In addition to the notices sent by BPA pursuant to sections 3(b), 3(c) and 3(d) above, Lewis may request notification of its Available Implementation Budget at any time during the term of this Agreement.

4. THE IMPLEMENTATION MANUAL

The Implementation Manual is incorporated by reference and is made a part of this Agreement. BPA may unilaterally modify the Implementation Manual within the general scope of this Agreement and in accordance with the process stated in the Implementation Manual. BPA will provide notice of all modifications to Lewis in accordance with the process stated in the Implementation Manual.

Lewis may implement Measures to produce Energy Savings consistent with the Implementation Manual. Unless otherwise agreed, BPA shall use the Implementation Manual in effect on the Measure completion date when conducting its reviews pursuant to section 5(c) below.

5. INVOICING PROCESS

(a) **Documentation and Submittal of Invoice Packages**

Lewis shall comply with the documentation requirements in the Implementation Manual.

Unless the Parties agree otherwise, Lewis shall execute and maintain a BPA Customer Portal Access and Use Agreement in order to submit invoice packages to BPA.

Whether seeking Self-Funded Energy Savings or for BPA payment for Energy Savings, Lewis shall submit its invoice packages, including any required reports and documentation, in accordance with the reporting requirements in the Implementation Manual. If there is a disagreement regarding the completeness or accuracy of any submitted documentation, reports, or invoices, as applicable, then BPA shall work with Lewis to resolve such issues.

If BPA determines that any Program Participant's third-party contractor falsified information reported to BPA, then BPA shall have the right to prohibit all Program Participants from reporting Measures implemented with the assistance of that contractor. If such action is taken, then BPA will notify all Program Participants in accordance with Exhibit A.

(b) **Performance Payments**

For purposes of this Agreement, Performance Payment shall have the meaning as defined in the Implementation Manual.

When BPA notifies Lewis of its Initial Implementation Budget for the upcoming Rate Period pursuant to section 3(b) above, BPA shall also notify Lewis of its Performance Payment classification category and rate for the upcoming Rate Period. BPA's Performance Payment classification categories, rates, caps, and certain terms and conditions of Lewis's receipt of such, shall be as stated in the Implementation Manual.

If Lewis is seeking BPA payment for Energy Savings, then BPA shall automatically apply a Performance Payment unless Lewis requests otherwise. Instructions for Lewis to reduce or opt out of Performance Payments, as applicable, will be included in the Implementation Manual. If Lewis opts out of a Performance Payment for a given invoice package, then Lewis may not claim Performance Payments for that invoice package at a later date.

BPA shall not apply Performance Payments for any invoice package or the portion of an invoice package that Lewis submits for Self-Funded Energy Savings.

BPA will deduct any applicable Performance Payments from Lewis's Available Implementation Budget.

(c) **BPA Review of Invoice Packages, Creation of Invoice Reports, and Determination of Approved Invoice Payment Amounts**

After BPA receives an invoice package from Lewis, BPA shall conduct a timely review process to determine whether: (1) the Measures submitted conform to the requirements of the Implementation Manual and this Agreement, (2) Lewis has otherwise followed the terms and conditions of the Implementation Manual and this Agreement, (3) Lewis has adequate Available Implementation Budget, and (4) the form of the invoice is proper.

After BPA has conducted its review process above, which may include an oversight review pursuant to section 7 below, then BPA will determine whether it accepts the invoiced Energy Savings. BPA will not accept Measures that are not in compliance with the requirements of this Agreement. BPA shall create and provide to Lewis an itemized invoice report that states the accepted Energy Savings and the Approved Invoice Payment Amount.

In no event shall the Approved Invoice Payment Amount on an invoice report exceed Lewis's Available Implementation Budget.

6. PAYMENT OF APPROVED INVOICE PAYMENT AMOUNTS

BPA agrees to purchase and Lewis agrees to sell Energy Savings in accordance with this Agreement. BPA shall pay Lewis any Approved Invoice Payment Amounts, as determined under sections 5(b), 5(c) and 8 of this Agreement and in accordance with sections 10 and 13 of this Agreement. Such payment shall be due no later than 30 days after BPA accepts the invoiced Energy Savings and provides the itemized invoice report to Lewis pursuant to section 5(c) above. All payments to Lewis will be made electronically.

This contract is subject to the provisions of the Prompt Payment Act (31 U.S.C. 3901 *et seq.*) and regulations at 5 C.F.R. Part 1315. If interest penalty payments are determined due under the provisions of the Prompt Payment Act, payment shall be made at the rates determined by the U.S. Treasury under Section 611 of the Contract Disputes Act of 1978 (41 U.S.C. 7109) that is in effect on the day after the due date.

7. OVERSIGHT REVIEW AND EVALUATION PROCESSES

In accordance with the oversight review and evaluation processes in the Implementation Manual, BPA shall have the right to conduct: (1) oversight review including, but not limited to, site and record reviews, and (2) impact and process evaluations.

During the invoice package review process in section 5(c) above or otherwise, BPA may select at random any Program Participant invoice to conduct oversight review. If BPA selects an invoice submitted by Lewis to conduct oversight review, then BPA shall notify Lewis of such selection and the Parties shall coordinate accordingly.

Oversight review and evaluation processes will be conducted at BPA's discretion.

8. NETTING OF AMOUNTS OWED

BPA will net amounts owed under this Agreement by Lewis to BPA against any equal or greater amount owed under a pending Approved Invoice Payment Amount by BPA to Lewis. However, if there is no pending Approved Invoice Payment Amount of equal or greater value, then BPA shall send Lewis a bill for the amount owed to BPA.

9. INFORMATION EXCHANGE, PRIVACY ACT COMPLIANCE, AND FOIA

Upon request and as allowed by law, the Parties shall provide each other with any information that is reasonable and necessary to verify the achievement of Energy Savings and otherwise administer and implement this Agreement. The Parties shall make best efforts to provide such requested information in a timely manner.

BPA represents that personally identifiable information (PII), including end-user information provided to BPA under this Agreement, is protected by federal law and BPA policy. This protection includes compliance with the requirements of the Privacy Act of 1974 (5 U.S.C. §552a) and DOE Order 206.1.

If BPA subsequently enters into a contract with a third party under which end-user PII provided to BPA by Lewis will be provided to the third party, then BPA shall include terms contractually obligating such third parties to protect such end-user PII and to only use such PII for purposes of administering and implementing that contract.

BPA may release information provided by Lewis when required by the Freedom of Information Act (5 U.S.C. § 552) (FOIA), court order, or federal law. Proprietary information of Lewis, as designated in writing by Lewis, will only be shared within BPA with individuals who need the information to fulfill a job function.

10. GOVERNING LAW, LIABILITY, AND DISPUTE RESOLUTION

This Agreement shall be interpreted consistent with and governed by federal law. Lewis 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.

BPA and Lewis assert that neither is the agent or principal for the other; nor are they partners or joint venturers, and BPA and Lewis agree that they shall not represent to any other party that they act in the capacity of agent or principal for the other.

In no event will either BPA or Lewis be liable to each other for any special, punitive, exemplary, consequential, incidental or indirect losses/damages from any failure of performance howsoever caused, whether or not arising from a party's sole, joint or concurrent negligence.

The reference to specific products or manufacturers does not represent a BPA endorsement or warranty, and BPA is not liable for any damages that may result from the installation or use of such products.

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, the Parties reserve their rights to individually seek judicial resolution of any dispute arising under this Agreement.

(a) **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 Lewis 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, 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 arbitration under this section, then Lewis may apply to the federal court having jurisdiction for an order determining whether such dispute is subject to non-binding arbitration under this section.

(b) **Arbitration**

Any contract dispute or contract issue between the Parties arising out of this Agreement, which is not excluded by section 10(a) above, shall be subject to arbitration, as set forth below.

- (1) Lewis may request that BPA engage in binding arbitration to resolve any dispute. If Lewis 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 10 are met. BPA may request that Lewis engage in binding arbitration to resolve any dispute. In response to BPA's request, Lewis may agree to binding arbitration of such dispute, provided that the remaining requirements of this section 10 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.

(2) Non-binding arbitration shall be used to resolve any dispute arising out of this contract that is not excluded by section 10(a) above and is not resolved via binding arbitration, unless Lewis notifies BPA that it does not wish to proceed with non-binding arbitration.

(c) **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.

(d) **Arbitration Remedies**

The payment of monies shall be the exclusive remedy available in any arbitration proceeding pursuant to this section. 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.

(e) **Finality**

(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.

(2) In non-binding 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 non-binding 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.

(f) **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.

11. UNCONTROLLABLE FORCES

The Parties shall not be in breach of their respective obligations to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or

negligence of, the Party claiming the Uncontrollable Force, that prevents that Party from performing its contractual obligations under this Agreement and which, by exercise of that Party's reasonable care, diligence and foresight, such Party was unable to avoid. Uncontrollable Forces include, but are not limited to:

- (a) strikes or work stoppage;
- (b) floods, earthquakes, or other natural disasters; terrorist acts; and
- (c) final orders or injunctions issued by a court or regulatory body having competent 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 of competent subject matter jurisdiction.

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.

If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall: (1) immediately 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 its best 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 Exhibit A, Notices and Contact Information.

12. STANDARD PROVISIONS

(a) **Amendments**

Except where this Agreement explicitly allows one Party to unilaterally amend a provision or revise an exhibit, no amendment or exhibit revision to this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each Party.

(b) **Interpretations**

BPA may issue interpretations, determinations, and findings related to this Agreement that are binding on the Parties. Such decisions shall be provided to Lewis in writing. In administering this Agreement, only the written statements of BPA officials acting within the scope of their authority shall be considered to be official BPA statements.

(c) **Assignment**

This Agreement is binding on any successors and assigns of the Parties. BPA may assign this Agreement to another federal agency to which BPA's

statutory duties have been transferred. 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. BPA shall consider any request for assignment, consistent with applicable BPA statutes.

(d) **Entire Agreement**

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.

(e) **Order of Precedence**

In the event of conflict, the body of this Agreement shall prevail over the exhibits of this Agreement. If the terms and conditions of the Implementation Manual conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement will take precedence.

(f) **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.

(g) **Severability**

If any term of this Agreement is found to be invalid by a court of competent jurisdiction, then such term shall remain in force to the maximum extent permitted by law. All other terms shall remain in force unless that term is determined not to be severable from all other provisions of this Agreement by such court.

(h) **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 any other breach of this Agreement.

13. TERMINATION

All notices sent under this section 13 shall be sent in accordance with Exhibit A, Notices and Contact Information.

(a) **Customer's Right to Terminate**

If Lewis has no Measures in the process of being implemented and all outstanding invoice packages have been submitted to BPA, then Lewis may terminate this Agreement upon thirty days' prior written notice to BPA. However, if Lewis does have Measures in the process of being implemented, then Lewis must submit any associated invoice packages prior to submitting a notice of termination. Any such termination will take effect upon BPA's payment of the final Approved Invoice Payment Amount. Lewis may not

submit invoices for implemented Measures after Lewis has submitted a notice of termination.

If BPA has made any progress payments to Lewis pursuant to the Implementation Manual and the relevant Measure(s) are yet to be fully implemented, or if Lewis otherwise owes money to BPA under this Agreement, and Lewis provides BPA written notice to terminate this Agreement, then the Parties shall work together to develop a mutually agreeable completion and repayment schedule. Lewis will be required to have Measures under this Agreement completed by September 30 of the Rate Period in which the termination notice is provided to BPA. Termination of this Agreement will not be effective prior to BPA being reimbursed amounts owed or until BPA determines sufficient Measure completion.

(b) **BPA's Right to Terminate**

BPA may terminate this Agreement upon thirty days' prior written notice to Lewis if BPA determines that Lewis:

- (1) has failed to comply with the record-keeping requirements included in the Implementation Manual;
- (2) has failed to use any portion of the Implementation Budget in a manner consistent with this Agreement;
- (3) has posed a significant environmental, health or safety threat;
- (4) has reported falsified information to BPA; or
- (5) has made any other material breach of this Agreement.

Any notice of termination sent by BPA shall include an effective date of such termination.

If BPA terminates this Agreement, then Lewis's Available Implementation Budget will be zero as of the date of termination. Lewis will not be allowed a completion period for any Measures Lewis has in progress beyond the termination date. Further, Lewis shall have 30 days after the termination date to provide a refund to BPA of any progress payments BPA made to Lewis for Measures for which Lewis had not yet submitted an invoice.

Termination by BPA under this section 13(b) is without prejudice to any other remedies available to BPA under law.

(c) **Termination Upon Termination of Power Sales Agreement**

If Lewis's Power Sales Agreement Contract No. 09PB-13063 is terminated, then this Agreement shall terminate on the same date. If such actions occur, Lewis's Available Implementation Budget will be zero as of the date of termination. Lewis will not be allowed a completion period for any Measures Lewis has in progress beyond the termination date. Further, Lewis shall

have 30 days after the termination date to provide a refund to BPA of any progress payments BPA made to Lewis for Measures for which Lewis had not yet submitted an invoice. BPA shall also determine if Lewis is required to provide a refund to BPA, in addition to any refund of progress payments.

14. SIGNATURES

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

PUBLIC UTILITY DISTRICT NO. 1 OF
LEWIS COUNTY

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By /S/ DANIEL E. KAY
2017.07.24 09:46:18

By /S/ MARK RALSTON
2017.07.24 14:25:39

Title General Manager

Title Energy Efficiency Representative

If opting out of the electronic signature:

By: _____

Name: _____
(Print/Type)

Title: _____

Date: _____

Exhibit A
NOTICES AND CONTACT INFORMATION

1. NOTICES AND CONTACT INFORMATION

(a) **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, if both Parties have the means to verify 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. Either Party may change the name or address for delivery of notice by providing notice of such change consistent with this section. Parties shall deliver notices to the following person and address:

(b) **Contact Information**

If to Lewis:

Public Utility District No. 1 of Lewis
County
P.O. Box 330
Chehalis, WA 98532
Attn: Dan Kay
General Manager
Phone: 360-740-2435
E-Mail: dank@lcpud.org

If to BPA:

Bonneville Power Administration
P.O. Box 3621
Portland, OR 97208
Attn: Sheila Gardner – PEK-6
Contracting Officer's Tech. Rep.
Phone: 503-230-5991
E-Mail: sdgardner@bpa.gov

2. REVISIONS

When a Party to this Agreement requests a change to their contact information included in section 1(b) of this exhibit, then the requesting Party must send notice of such requested change to the other Party. BPA may unilaterally revise this exhibit to implement such requested changes to section 1(b). All other revisions to this exhibit shall be by mutual agreement of all the Parties.

CUSTOMER PORTAL ACCESS AND USE AGREEMENT

Customer Portal (CP) is a secure web-based application that allows Bonneville Power Administration (BPA) customers and customer authorized third parties to obtain access to their own customer data from BPA source systems.

TERM OF AGREEMENT

This CP Access and Use Agreement (Agreement) will be effective at 0000 hours on the date that this Agreement has been signed by the Customer (Effective Date), and shall continue in effect until terminated by one or both Parties.

1. RESPONSIBILITIES OF CUSTOMER'S DESIGNATED CP ADMINISTRATOR(S), CP USER(S) and THIRD PARTY USER(S)

- a) The Customer shall designate the CP Administrator(s) who will manage the Customer's CP account and approve CP and Third Party user access in Exhibit A [Customer Portal Administrator(s), User(s) and Authorized Third Party User(s)] of this Agreement.
- b) The Customer shall notify BPA of any change to the designated CP Administrator(s) by preparing and submitting a revised Exhibit A to BPA.
- c) The Customer's CP Administrator(s) shall designate employees, agents, and assignees as authorized to access and use the Customer's CP, or its successor, on behalf of the Customer by preparing and submitting Exhibit A.
- d) The Customer's CP Administrator(s) shall notify BPA of any change to designated employees, agents, and assignees as authorized users of the Customer's CP by preparing and submitting a revised Exhibit A.
- e) The Customer's CP Administrator(s) shall designate Customer subsidiaries whose business information will be displayed in CP for the Customer to access and view in Exhibit B [Customer Subsidiaries] of this Agreement.
- f) The Customer's CP Administrator(s) shall notify BPA of any change to Customer subsidiaries by preparing and submitting a revised Exhibit B.
- g) Requests and exhibit revisions from the Customer or the Customer's CP Administrator(s) shall be sent to BPA per the "Notices" (Section 6) of this Agreement.
- h) For revision convenience, a blank Exhibit A and B are included with the template of this Agreement or the blank exhibits may be downloaded from the CP log-on page located at <https://customerportal.bpa.gov>. See "Notices" (Section 6) below for submittal options.

2. ACCESS TO THE CP

- (a) Currently, CP is built on a Microsoft SharePoint platform; therefore Microsoft Internet Explorer is the recommended web browser to use to access CP. Use of a web browser other than Microsoft Internet Explorer may result in negative CP performance issues.
- (b) The Customer is responsible for the acquisition and all maintenance of hardware, software and communication equipment that is necessary for its CP use. BPA will not provide any information technology support to any user(s) of CP.
- (c) The CP is owned and operated by BPA, which is part of the United States (US) Department of Energy (DOE). All uses of the CP must be in accordance with US laws, federal regulations, DOE Orders and BPA policies and directives. BPA's external website disclaimer and privacy policy applies to use of the CP, and is available at:
<https://www.bpa.gov/Contact/website/Pages/Privacy-Policy.aspx>.

3. AUTHORIZED USE OF THE CP

The Customer and their designated CP User(s) and Third Party User(s) may use CP to view the Customer's information related to its business with BPA.

4. UNAUTHORIZED USE OF THE CP

The Customer shall use the CP, or its successor, as provided in Section 3 of this Agreement and shall be responsible for assuring that use of the CP by its designated CP User(s) and Third Party User(s) is consistent with this Agreement. Unauthorized use may result in the limitation, disabling or revocation of the Customer's CP login.

5. INFORMATION SECURITY

There is no expectation of privacy on the CP. All data, including e-mail, created, stored, or transmitted on the CP becomes the property of the US government. BPA's Office of Cyber Security monitors the CP in accordance with The Federal Information Security Management Act of 2002 (FISMA).

FISMA, 44 U.S.C. § 3541, et seq. is a US federal law enacted in 2002 as Title III of the E-Government Act of 2002 (Pub.L. 107-347, 116 Stat. 2899). The Act recognizes the importance of information security to the economic and national security interests of the US.

- (a) In performance of this Agreement, the Customer shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and BPA's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.

- (b) At a minimum, the Customer shall safeguard BPA's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) for a "low" categorization as described in the Federal Information Processing Standard (FIPS) Publication 199.
- (c) The Customer shall maintain controls aligning with applicable controls in the current version of the NIST Special Publication 800-53, or ISO-27001:2005/2013, consistent with the risk and magnitude of harm to BPA resulting from a loss confidentiality, integrity or availability as required by the E-Government Act (Public Law 107-347) of 2002, Title III FISMA.
- (d) The BPA Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Customer's pertinent information security and/or data security plan or program.
- (e) The Customer, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of this Agreement as identified by BPA.

6. NOTICES

- (a) Any notice required under this Agreement shall be provided in writing to BPA in one of the following ways:
 - (1) by US Certified Mail with return receipt requested;
 - (2) electronically, if both Customer and BPA have means to verify the electronic notice's origin, date, time of transmittal and receipt; or
 - (3) by another method agreed to by the Customer and BPA.

Notices are effective when received. BPA may change the name or address for delivery of notices by providing notice to the Customer of such change or other mutually agreed method. The Customer shall deliver notices to the following address:

BONNEVILLE POWER ADMINISTRATION
ATTN KSCS-4 (BPA CP)
PO BOX 3621
PORTLAND, OR 97208-3621

Phone: 503-230-4226
E-Mail: customerportal@bpa.gov

- (b) The Customer shall notify BPA of any actual or suspected loss, compromise or unauthorized use of the CP, including the Customer's CP account access information.

7. ENTIRE AGREEMENT

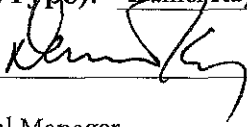
This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.

8. CUSTOMER ACCEPTANCE

The Customer agrees to the terms and conditions for use of the CP contained in this Agreement. The signatory represents that they are authorized to enter into this Agreement on behalf of the Party for which they sign.

Customer Legal Name: Lewis County PUD

Name (Print/Type): Daniel Kay

Signature:  _____

Title: General Manager

Date: 04/17/2018

ADDENDUM TO CUSTOMER PORTAL ACCESS AND USE AGREEMENT

This Addendum identifies the minimum technical requirements for compliance with Section 5 of the Customer Portal Access and Use Agreement (Agreement) relating to Information Security. The following controls or procedures are derived from NIST 800-53.

IA-5 AUTHENTICATOR MANAGEMENT

- g. Protecting authenticator (passwords or other authenticator) content from unauthorized disclosure and modification; and
- i. Changing authenticators for group/role accounts when membership to those accounts changes. This includes notifying BPA when a new user is needed or should be removed.

SI-2 FLAW REMEDIATION

- c. Install security-relevant software and firmware updates within the Customer's defined time period of the release of the updates.

SI-3 MALICIOUS CODE PROTECTION

- a. Implement one or more signature or non-signature based malicious code protection mechanisms on the originating device, to detect and eradicate malicious code; and
- b. Automatically update malicious code protection mechanisms whenever new releases are available in accordance with organizational configuration management policy and procedures.

MP-4 MEDIA STORAGE CONTROL

- a. Physically controls and securely stores Customer-defined types of digital and/or non-digital media within Customer-defined controlled areas; and
- b. Protects information system media until the media are destroyed or sanitized using approved equipment, techniques, and procedures.

PE-3 PHYSICAL ACCESS CONTROL

- a. Enforces physical access authorizations at the Customer's defined entry/exit points to the facility where the machine accessing the BPA system resides; or a mobile device accessing the BPA system is password protected and maintained in the physical possession and control of the Customer.

EXHIBIT A
AGREEMENT (Contract Number) 18BS-10662
CUSTOMER PORTAL ADMINISTRATOR(S), USER(S) AND AUTHORIZED THIRD
PARTY USER(S)

1. CUSTOMER PORTAL ADMINISTRATOR(S)

The Customer authorizes the following person(s) to act as its Customer Portal (CP) Administrator(s). The Customer shall notify BPA of any changes to the CP Administrator's information provided below.

| Primary CP Administrator Information: | | Secondary CP Administrator Information: | |
|--|--|--|---|
| Name: | <u> Matt Samuelson </u> | Name: | <u> Luke Canfield </u> |
| Title: | <u> Power Supply Manager </u> | Title: | <u> Power Supply/Energy Services Analyst </u> |
| Email: | <u> matts@lcpud.org </u> | Email: | <u> lukec@lcpud.org </u> |
| Address: | <u> 321 NW Pacific Avenue </u> <u> Chehalis, WA. 98532 </u> | Address: | <u> 321 NW Pacific Avenue </u> <u> Chehalis, WA 98532 </u> |
| Phone: | <u> (360) 740-2429 </u> | Phone: | <u> (360) 740-2454 </u> |

2. CP USER(S) PERMISSIONS

There are two types of CP User permissions available; Standard or Energy Efficiency (EE) only.

- **Standard:** Allows the CP User to **view** the following: bills, meter point info and meter diagrams, load and resources forecasts, contracts, EE reimbursement activity and all subsidiary site(s) listed on Exhibit B.
- **EE Only:** Allows the CP User to **view only** EE information and **submit** EE invoices on behalf of the customer.

Additionally, three more expanded CP User permissions can be ***added to the standard permission*** to give the CP User additional capabilities. They include Submit EE Invoice(s), Submit Load Forecast(s) and View Fiber/Wireless Contract(s).

- **Submit EE Invoice(s):** Can be added to the Standard permission to also allow the CP User to submit EE invoice(s).

NOTE: ALL INFORMATION FOR SECTION 1 AND AT LEAST ONE USER IN SECTION 3 (INCLUDING PERMISSIONS) MUST BE COMPLETED BY THE CUSTOMER BEFORE SUBMITTING TO BPA.

EXHIBIT A
AGREEMENT (Contract Number) 18BS-10662
CUSTOMER PORTAL ADMINISTRATOR(S), USER(S) AND AUTHORIZED THIRD
PARTY USER(S)

- **Submit Load Forecast(s):** Can be added to the Standard permission to also allow the CP User to submit load and resource forecast(s).
- **View Fiber/Wireless Contract(s):** Can be added to the Standard permission to also allow the CP User to view fiber and wireless contract(s).

3. CP USER(S)

The CP Administrator(s) authorizes the following employees, agents, and assignees as CP User(s) to access and use the Customer's CP on the Customer's behalf. CP User(s) listed below will also have access to any subsidiary sites listed in the Customer's Exhibit B, Customer Subsidiaries.

The CP Administrator(s) shall notify BPA of any changes to the CP User's information. If more than five CP User(s) will be granted access, use Exhibit A (Long Form) which allows for more than five users. Permissions must be selected for each CP User(s).

CP User Information: Add Remove Existing

Name: Matt Samuelson

Title: Power Supply Manager

Email: matts@lcpud.org

Address: 321 NW Pacific Avenue, Chehalis, WA 98532

Phone: (360) 740-2429

| Select One | | Expanded CP User Permissions (Added to Standard only) | | |
|-------------------------------------|--------------------------|---|-------------------------------------|-------------------------------------|
| Standard | EE Only | Submit EE Invoice(s) | Submit Load Forecast(s) | View Fiber/Wireless Contract(s) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |

NOTE: ALL INFORMATION FOR SECTION 1 AND AT LEAST ONE USER IN SECTION 3 (INCLUDING PERMISSIONS) MUST BE COMPLETED BY THE CUSTOMER BEFORE SUBMITTING TO BPA.

EXHIBIT A
AGREEMENT (Contract Number) 18BS-10662
CUSTOMER PORTAL ADMINISTRATOR(S), USER(S) AND AUTHORIZED THIRD
PARTY USER(S)

CP User Information: Add Remove Existing

Name: Luke Canfield

Title: Power Supply/Energy Services Analyst

Email: lukec@lcpud.org

Address: 321 NW Pacific Avenue, Chehalis, WA 98532

Phone: (360) 740-2454

| Select One | | Expanded CP User Permissions (Added to Standard only) | | |
|-------------------------------------|--------------------------|---|-------------------------------------|-------------------------------------|
| Standard | EE Only | Submit EE Invoice(s) | Submit Load Forecast(s) | View Fiber/Wireless Contract(s) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |

CP User Information: Add Remove Existing

Name: Brad Ford

Title: Auditor

Email: bradf@lcpud.org

Address: 321 NW Pacific Avenue, Chehalis, WA 98532

Phone: (360) 740-2417

| Select One | | Expanded CP User Permissions (Added to Standard only) | | |
|-------------------------------------|--------------------------|---|--------------------------|---------------------------------|
| Standard | EE Only | Submit EE Invoice(s) | Submit Load Forecast(s) | View Fiber/Wireless Contract(s) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

NOTE: ALL INFORMATION FOR SECTION 1 AND AT LEAST ONE USER IN SECTION 3 (INCLUDING PERMISSIONS) MUST BE COMPLETED BY THE CUSTOMER BEFORE SUBMITTING TO BPA.

EXHIBIT A
AGREEMENT (Contract Number) 18BS-10662
CUSTOMER PORTAL ADMINISTRATOR(S), USER(S) AND AUTHORIZED THIRD
PARTY USER(S)

CP User Information: __ Add __ Remove X Existing

Name: Norm Goodbla

Title: Senior Energy Services Specialist

Email: normg@lcpud.org

Address: 321 NW Pacific Avenue, Chehalis, WA 98532

Phone: (360) 7402430

| Select One | | Expanded CP User Permissions (Added to Standard only) | | |
|--------------------------|-------------------------------------|---|--------------------------|---------------------------------|
| Standard | EE Only | Submit EE Invoice(s) | Submit Load Forecast(s) | View Fiber/Wireless Contract(s) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

CP User Information: __ Add __ Remove X Existing

Name: Wendy Woody

Title: Financial Analyst

Email: wendyw@lcpud.org

Address: 321 NW Pacific Avenue, Chehalis, WA 98532

Phone: (360) 740-2433

| Select One | | Expanded CP User Permissions (Added to Standard only) | | |
|-------------------------------------|--------------------------|---|--------------------------|---------------------------------|
| Standard | EE Only | Submit EE Invoice(s) | Submit Load Forecast(s) | View Fiber/Wireless Contract(s) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

NOTE: ALL INFORMATION FOR SECTION 1 AND AT LEAST ONE USER IN SECTION 3 (INCLUDING PERMISSIONS) MUST BE COMPLETED BY THE CUSTOMER BEFORE SUBMITTING TO BPA.

EXHIBIT A
AGREEMENT (Contract Number) 18BS-10662
CUSTOMER PORTAL ADMINISTRATOR(S), USER(S) AND AUTHORIZED THIRD
PARTY USER(S)

CP User Information: Add Remove Existing

Name: Rich Bauer

Title: Treasurer/CFO

Email: richb@lcpud.org

Address: 321 NW Pacific Avenue, Chehalis, WA 98532

Phone: (360) 740-2414

| Select One | | Expanded CP User Permissions (Added to Standard only) | | |
|--------------------------|--------------------------|---|--------------------------|---------------------------------|
| Standard | EE Only | Submit EE Invoice(s) | Submit Load Forecast(s) | View Fiber/Wireless Contract(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

CP User Information: Add Remove Existing

Name: Dan Kay

Title: General Manager

Email: dank@lcpud.org

Address: 321 NW Pacific Avenue, Chehalis, WA 98532

Phone: (360) 740-2435

| Select One | | Expanded CP User Permissions (Added to Standard only) | | |
|--------------------------|--------------------------|---|--------------------------|---------------------------------|
| Standard | EE Only | Submit EE Invoice(s) | Submit Load Forecast(s) | View Fiber/Wireless Contract(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

NOTE: ALL INFORMATION FOR SECTION 1 AND AT LEAST ONE USER IN SECTION 3 (INCLUDING PERMISSIONS) MUST BE COMPLETED BY THE CUSTOMER BEFORE SUBMITTING TO BPA.

EXHIBIT A
AGREEMENT (Contract Number) 18BS-10662
CUSTOMER PORTAL ADMINISTRATOR(S), USER(S) AND AUTHORIZED THIRD
PARTY USER(S)

CP User Information: __ Add __ Remove X Existing

Name: Bill Cummings

Title: Application Specialist

Email: billic@lcpud.org

Address: 321 NW Pacific Avenue, Chehalis, WA 98532

Phone: (360) 345-1472

| Select One | | Expanded CP User Permissions (Added to Standard only) | | |
|-------------------------------------|--------------------------|---|--------------------------|---------------------------------|
| Standard | EE Only | Submit EE Invoice(s) | Submit Load Forecast(s) | View Fiber/Wireless Contract(s) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

CP User Information: __ Add X Remove __ Existing

Name: Stacy Davis

Title: Executive Assistant

Email: stacyd@lcpud.org

Address: 321 NW Pacific Avenue, Chehalis, WA 98532

Phone: (360) 740-2412

| Select One | | Expanded CP User Permissions (Added to Standard only) | | |
|--------------------------|--------------------------|---|--------------------------|---------------------------------|
| Standard | EE Only | Submit EE Invoice(s) | Submit Load Forecast(s) | View Fiber/Wireless Contract(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

NOTE: ALL INFORMATION FOR SECTION 1 AND AT LEAST ONE USER IN SECTION 3 (INCLUDING PERMISSIONS) MUST BE COMPLETED BY THE CUSTOMER BEFORE SUBMITTING TO BPA.

EXHIBIT A
AGREEMENT (Contract Number) 18BS-10662
CUSTOMER PORTAL ADMINISTRATOR(S), USER(S) AND AUTHORIZED THIRD
PARTY USER(S)

CP User Information: Add Remove Existing

Name: Alicia Harmanson

Title: Energy Services Advisor

Email: aliciah@lcpud.org

Address: 321 NW Pacific Avenue, Chehalis, WA 98532

Phone: (360) 345-1493

| Select One | | Expanded CP User Permissions (Added to Standard only) | | |
|-------------------------------------|--------------------------|---|--------------------------|---------------------------------|
| Standard | EE Only | Submit EE Invoice(s) | Submit Load Forecast(s) | View Fiber/Wireless Contract(s) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

CP User Information: Add Remove Existing

Name: Brian Jones

Title: Energy Services Specialist

Email: brianj@lcpud.org

Address: 321 NW Pacific Avenue, Chehalis, WA 98532

Phone: (360) 748-9261

| Select One | | Expanded CP User Permissions (Added to Standard only) | | |
|--------------------------|-------------------------------------|---|--------------------------|---------------------------------|
| Standard | EE Only | Submit EE Invoice(s) | Submit Load Forecast(s) | View Fiber/Wireless Contract(s) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

NOTE: ALL INFORMATION FOR SECTION 1 AND AT LEAST ONE USER IN SECTION 3 (INCLUDING PERMISSIONS) MUST BE COMPLETED BY THE CUSTOMER BEFORE SUBMITTING TO BPA.

EXHIBIT A
AGREEMENT (Contract Number) 18BS-10662
CUSTOMER PORTAL ADMINISTRATOR(S), USER(S) AND AUTHORIZED THIRD
PARTY USER(S)

CP User Information: Add Remove Existing

Name: Jeff Baine

Title: IS Manager

Email: jeffb@lcpud.org

Address: 321 NW Pacific Avenue, Chehalis, WA 98532

Phone: (360) 740-2458

| Select One | | Expanded CP User Permissions (Added to Standard only) | | |
|--------------------------|--------------------------|---|--------------------------|---------------------------------|
| Standard | EE Only | Submit EE Invoice(s) | Submit Load Forecast(s) | View Fiber/Wireless Contract(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

CP User Information: Add Remove Existing

Name: Dave Alumbaugh

Title: Network Administrator

Email: davea@lcpud.org

Address: 321 NW Pacific Avenue, Chehalis, WA 98532

Phone: (360) 345-1471

| Select One | | Expanded CP User Permissions (Added to Standard only) | | |
|--------------------------|--------------------------|---|--------------------------|---------------------------------|
| Standard | EE Only | Submit EE Invoice(s) | Submit Load Forecast(s) | View Fiber/Wireless Contract(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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EXHIBIT A
AGREEMENT (Contract Number) 18BS-10662
CUSTOMER PORTAL ADMINISTRATOR(S), USER(S) AND AUTHORIZED THIRD
PARTY USER(S)

4. AUTHORIZED THIRD PARTY USER(S)

The CP Administrator(s) authorizes the following entities to access its data and/or submit data on the Customer's behalf via the CP. Third party entities may not sub-delegate this permission. Third Party User(s) listed below will also have access to any subsidiary sites listed in the Customer's Exhibit B, Customer Subsidiaries.

If more than five Third Party User(s) will be granted access, use Exhibit A (Long Form) which allows for more than five users. Permissions must be selected for each Third Party User(s).

There are three types of Authorized Third Party User(s) permissions available; Standard, EE only or Third Party Meter Data MDMR2.

- **Standard:** Allows the user to **view** the following: bills, meter point info and meter diagrams, load and resources forecasts, contracts, EE reimbursement activity and all subsidiary site(s) listed on Exhibit B.
- **EE Only:** Allows the user to **view only** EE information and **submit** EE invoices on behalf of the customer.
- **Third Party Meter Data MDMR2:** Allows the user to **view only** specific meters and detailed meter information. Access to Third Party Meter Data requires an additional form to be filled out. Find MDMR2 Meter Data Access Request form and instructions at <https://customerportal.bpa.gov>.

Additionally, three more expanded Third Party User(s) permissions can be ***added to the standard permission*** to give the user additional capabilities. They include Submit EE Invoice(s), Submit Load Forecast(s) and View Fiber/Wireless Contract(s).

- **Submit EE Invoice(s):** Can be added to the Standard permission to also allow the user to submit EE invoice(s).
- **Submit Load Forecast(s):** Can be added to the Standard permission to also allow the user to submit load and resource forecast(s).
- **View Fiber/Wireless Contract(s):** Can be added to the Standard permission to also allow the user to view fiber and wireless contract(s).

NOTE: ALL INFORMATION FOR SECTION 1 AND AT LEAST ONE USER IN SECTION 3 (INCLUDING PERMISSIONS) MUST BE COMPLETED BY THE CUSTOMER BEFORE SUBMITTING TO BPA.

EXHIBIT A
AGREEMENT (Contract Number) 18BS-10662
CUSTOMER PORTAL ADMINISTRATOR(S), USER(S) AND AUTHORIZED THIRD
PARTY USER(S)

Authorized Third Party User Information: Add Remove Existing

Entity Name: The Energy Authority

Name: Dennis Symnick

Title: Systems Analyst

Email: dsimnick@TEA.org

Address: 301 W Bay St, Jacksonville, FL 32202

Phone: (904) 360-1330

| Select One | | | Expanded CP User Permissions (Added to Standard only) | | |
|-------------------------------------|--------------------------|---|--|--------------------------|---------------------------------|
| Standard | EE Only | Third Party Meter Data MDMR2 (additional form needed) | Submit EE Invoice(s) | Submit Load Forecast(s) | View Fiber/Wireless Contract(s) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Authorized Third Party User Information: Add Remove Existing

Entity Name: _____

Name: _____

Title: _____

Email: _____

Address: _____

Phone: _____

| Select One | | | Expanded CP User Permissions (Added to Standard only) | | |
|--------------------------|--------------------------|---|--|--------------------------|---------------------------------|
| Standard | EE Only | Third Party Meter Data MDMR2 (additional form needed) | Submit EE Invoice(s) | Submit Load Forecast(s) | View Fiber/Wireless Contract(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

NOTE: ALL INFORMATION FOR SECTION 1 AND AT LEAST ONE USER IN SECTION 3 (INCLUDING PERMISSIONS) MUST BE COMPLETED BY THE CUSTOMER BEFORE SUBMITTING TO BPA.

EXHIBIT A
AGREEMENT (Contract Number) 18BS-10662
CUSTOMER PORTAL ADMINISTRATOR(S), USER(S) AND AUTHORIZED THIRD
PARTY USER(S)

Authorized Third Party User Information: __ Add __ Remove __ Existing

Entity Name: _____
 Name: _____
 Title: _____
 Email: _____
 Address: _____

 Phone: _____

| Select One | | | Expanded CP User Permissions (Added to Standard only) | | |
|--------------------------|--------------------------|--|--|----------------------------|---------------------------------------|
| Standard | EE Only | Third Party Meter Data MDMR2 (additional form needed) | Submit EE Invoice(s) | Submit Load Forecast(s) | View Fiber/Wireless Contract(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Authorized Third Party User Information: __ Add __ Remove __ Existing

Entity Name: _____
 Name: _____
 Title: _____
 Email: _____
 Address: _____

 Phone: _____

| Select One | | | Expanded CP User Permissions (Added to Standard only) | | |
|--------------------------|--------------------------|--|--|----------------------------|---------------------------------------|
| Standard | EE Only | Third Party Meter Data MDMR2 (additional form needed) | Submit EE Invoice(s) | Submit Load Forecast(s) | View Fiber/Wireless Contract(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

NOTE: ALL INFORMATION FOR SECTION 1 AND AT LEAST ONE USER IN SECTION 3 (INCLUDING PERMISSIONS) MUST BE COMPLETED BY THE CUSTOMER BEFORE SUBMITTING TO BPA.

EXHIBIT A
AGREEMENT (Contract Number) 18BS-10662
CUSTOMER PORTAL ADMINISTRATOR(S), USER(S) AND AUTHORIZED THIRD
PARTY USER(S)

Authorized Third Party User Information: __ Add __ Remove __ Existing

Entity Name: _____
Name: _____
Title: _____
Email: _____
Address: _____

Phone: _____

| Select One | | | Expanded CP User Permissions (Added to Standard only) | | |
|--------------------------|--------------------------|--|--|----------------------------|---------------------------------------|
| Standard | EE Only | Third Party Meter Data MDMR2 (additional form needed) | Submit EE Invoice(s) | Submit Load Forecast(s) | View Fiber/Wireless Contract(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Authorized Third Party User Information: __ Add __ Remove __ Existing

Entity Name: _____
Name: _____
Title: _____
Email: _____
Address: _____

Phone: _____

| Select One | | | Expanded CP User Permissions (Added to Standard only) | | |
|--------------------------|--------------------------|--|--|----------------------------|---------------------------------------|
| Standard | EE Only | Third Party Meter Data MDMR2 (additional form needed) | Submit EE Invoice(s) | Submit Load Forecast(s) | View Fiber/Wireless Contract(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

NOTE: ALL INFORMATION FOR SECTION 1 AND AT LEAST ONE USER IN SECTION 3 (INCLUDING PERMISSIONS) MUST BE COMPLETED BY THE CUSTOMER BEFORE SUBMITTING TO BPA.

EXHIBIT A
AGREEMENT (Contract Number) 18BS-10662
CUSTOMER PORTAL ADMINISTRATOR(S), USER(S) AND AUTHORIZED THIRD
PARTY USER(S)

Authorized Third Party User Information: __ Add __ Remove __ Existing

Entity Name: _____
 Name: _____
 Title: _____
 Email: _____
 Address: _____

 Phone: _____

| Select One | | | Expanded CP User Permissions (Added to Standard only) | | |
|--------------------------|--------------------------|---|--|--------------------------|---------------------------------|
| Standard | EE Only | Third Party Meter Data MDMR2 (additional form needed) | Submit EE Invoice(s) | Submit Load Forecast(s) | View Fiber/Wireless Contract(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Authorized Third Party User Information: __ Add __ Remove __ Existing

Entity Name: _____
 Name: _____
 Title: _____
 Email: _____
 Address: _____

 Phone: _____

| Select One | | | Expanded CP User Permissions (Added to Standard only) | | |
|--------------------------|--------------------------|---|--|--------------------------|---------------------------------|
| Standard | EE Only | Third Party Meter Data MDMR2 (additional form needed) | Submit EE Invoice(s) | Submit Load Forecast(s) | View Fiber/Wireless Contract(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

NOTE: ALL INFORMATION FOR SECTION 1 AND AT LEAST ONE USER IN SECTION 3 (INCLUDING PERMISSIONS) MUST BE COMPLETED BY THE CUSTOMER BEFORE SUBMITTING TO BPA.

EXHIBIT A
AGREEMENT (Contract Number) 18BS-10662
CUSTOMER PORTAL ADMINISTRATOR(S), USER(S) AND AUTHORIZED THIRD
PARTY USER(S)

Authorized Third Party User Information: __ Add __ Remove __ Existing

Entity Name: _____
 Name: _____
 Title: _____
 Email: _____
 Address: _____

 Phone: _____

| Select One | | | Expanded CP User Permissions (Added to Standard only) | | |
|--------------------------|--------------------------|---|--|--------------------------|---------------------------------|
| Standard | EE Only | Third Party Meter Data MDMR2 (additional form needed) | Submit EE Invoice(s) | Submit Load Forecast(s) | View Fiber/Wireless Contract(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Authorized Third Party User Information: __ Add __ Remove __ Existing

Entity Name: _____
 Name: _____
 Title: _____
 Email: _____
 Address: _____

 Phone: _____

| Select One | | | Expanded CP User Permissions (Added to Standard only) | | |
|--------------------------|--------------------------|---|--|--------------------------|---------------------------------|
| Standard | EE Only | Third Party Meter Data MDMR2 (additional form needed) | Submit EE Invoice(s) | Submit Load Forecast(s) | View Fiber/Wireless Contract(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

NOTE: ALL INFORMATION FOR SECTION 1 AND AT LEAST ONE USER IN SECTION 3 (INCLUDING PERMISSIONS) MUST BE COMPLETED BY THE CUSTOMER BEFORE SUBMITTING TO BPA.

EXHIBIT A
AGREEMENT (Contract Number) 18BS-10662
CUSTOMER PORTAL ADMINISTRATOR(S), USER(S) AND AUTHORIZED THIRD
PARTY USER(S)

Authorized Third Party User Information: __ Add __ Remove __ Existing

Entity Name: _____
 Name: _____
 Title: _____
 Email: _____
 Address: _____

 Phone: _____

| Select One | | | Expanded CP User Permissions (Added to Standard only) | | |
|--------------------------|--------------------------|---|--|--------------------------|---------------------------------|
| Standard | EE Only | Third Party Meter Data MDMR2 (additional form needed) | Submit EE Invoice(s) | Submit Load Forecast(s) | View Fiber/Wireless Contract(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Authorized Third Party User Information: __ Add __ Remove __ Existing

Entity Name: _____
 Name: _____
 Title: _____
 Email: _____
 Address: _____

 Phone: _____

| Select One | | | Expanded CP User Permissions (Added to Standard only) | | |
|--------------------------|--------------------------|---|--|--------------------------|---------------------------------|
| Standard | EE Only | Third Party Meter Data MDMR2 (additional form needed) | Submit EE Invoice(s) | Submit Load Forecast(s) | View Fiber/Wireless Contract(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

NOTE: ALL INFORMATION FOR SECTION 1 AND AT LEAST ONE USER IN SECTION 3 (INCLUDING PERMISSIONS) MUST BE COMPLETED BY THE CUSTOMER BEFORE SUBMITTING TO BPA.

EXHIBIT A
AGREEMENT (Contract Number) 18BS-10662
CUSTOMER PORTAL ADMINISTRATOR(S), USER(S) AND AUTHORIZED THIRD
PARTY USER(S)

Authorized Third Party User Information: Add Remove Existing

Entity Name: _____
 Name: _____
 Title: _____
 Email: _____
 Address: _____

 Phone: _____

| Select One | | | Expanded CP User Permissions (Added to Standard only) | | |
|--------------------------|--------------------------|--|--|----------------------------|---------------------------------------|
| Standard | EE Only | Third Party Meter Data MDMR2 (additional form needed) | Submit EE Invoice(s) | Submit Load Forecast(s) | View Fiber/Wireless Contract(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

5. EXHIBIT REVISIONS

If updates to this exhibit are necessary to accurately reflect the authorized user(s) or their contact information contained in this exhibit, the Customer or the CP Administrator(s) shall provide a revised Exhibit A to BPA. This revised Exhibit A shall be effective upon receipt by BPA.

Customer Legal Name: Lewis County PUD

Name (Print/Type): Matt Samuelson

Signature: 

Title: Power Supply Manger

Date: 04/17/2018

NOTE: ALL INFORMATION FOR SECTION 1 AND AT LEAST ONE USER IN SECTION 3 (INCLUDING PERMISSIONS) MUST BE COMPLETED BY THE CUSTOMER BEFORE SUBMITTING TO BPA.

EXHIBIT B
AGREEMENT (Contract Number) 18BS-10662
CUSTOMER SUBSIDIARIES

1. CUSTOMER SUBSIDIARIES

The following entities are subsidiaries of the Customer. Subsidiaries' business information will be displayed in CP for the Customer to access and view. Additionally, all CP User(s) and Third Party User(s) listed in the Customer's Exhibit A will be able to access and view subsidiaries' business information.

Subsidiary Sites:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

2. EXHIBIT REVISIONS

If updates to this exhibit are necessary to accurately reflect the subsidiary information contained in this exhibit, the Customer shall provide a revised Exhibit B to BPA. This revised Exhibit B shall be effective upon receipt by BPA.

3. CUSTOMER ACCEPTANCE

Customer Legal Name: _____

Name (Print/Type): _____

Signature: _____

Title: _____

Date: _____

APPLICATION FOR PROPOSED USE OF BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY

(If Applicant is not owner, also give name, address, and telephone number of owner)

DATE 8-27-84

| | |
|---|-------------------------|
| 1. NAME OF APPLICANT <u>Lewis County PUD</u> | NAME OF OWNER |
| 2. ADDRESS OF APPLICANT <u>PO Box 330 Chehalis, Wa., 98532</u> | ADDRESS OF OWNER |
| 3. TELEPHONE NUMBER <u>(206) 748-9261</u> | TELEPHONE NUMBER () |

4. Location of Property: _____

Quarter Section(s) NE/4-NW/4 Section(s) 26 Township 14N Range 3N

5. Other Description of your property location: _____

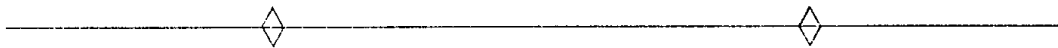
6. Purpose for which BPA Right-of-Way/Property is to be used (Include a map or sketch if appropriate): _____

Underground Crossing

RECEIVED

AUG 29 1984

7. Right-of-Way: Draw in space provided below the proposed use. Identify structures and show distances and angles, if appropriate. If a BPA Plan and Profile drawing is available, you may draw your plans on it and attach to this application.



BPA Structure Identification 7/6 BPA Structure Identification 7/7

8. Type of structure: Wood Steel

9. If not a transmission corridor, please furnish land description and sketch of property.

10. Signature of Applicant See Attached Letter

11. Title _____

BPA 1620 FEB. 1983

To be completed by Area Office: OS-84-028

Lower Columbia Puget Sound Upper Columbia Snake River

Operating Name(s): Chehalis-Olympia #1, Chehalis-Centralia #2

Construction Name(s): Chehalis-Olympia #1, Chehalis-Centralia #2

Structure Nos.: 7/6 7/7

Line Existing Line Removed Wood Steel

Plan and Profile Drawing No. #29207 130147

Tract Nos. CA-41 2C-CE-43

Area Office Evaluation: Approved With Reservation
Not Recommended Disapproved

Comments and Current Construction Activity: IT appears that this underground crossing will be parallel to access road CA-AR-9. Line maintenance has no objection to this crossing.

Date 8-29-84 Signature Donald D Renge

Title Puget Sound Area Office

Asst. Area Manager for Engineering

(Reverse Side to be Completed by BPA Upon Approval of Proposed Use)

| | |
|---------------------------|--|
| LAND USE NO. <u>84118</u> | NAME OF APPLICANT <u>Lewis County PUD</u> |
|---------------------------|--|

BPA 1620 MAY 1983

TO BE COMPLETED BY APPLICANT

Tract No. CA-41, 2C-CE-43

LAND USE No. 84118

Date 8-29-84

Proposed Use Underground Crossing

We have determined that this proposed use of BPA's easement use does not now interfere with our ability to construct, operate, inspect, maintain, or repair our present or future facilities. If, in the future, BPA determines that this use is an interference, you will be required to remove it at no expense to BPA.

BPA is only responsible for damages as outlined in Federal Tort Claims Act, 62, Stat. 982, as amended. This act covers damages caused by BPA's negligence only. Any other losses caused by or resulting from your use of the area, including losses to BPA facilities, are totally your responsibility. BPA may repair damage to its facilities caused by your use, and the cost of these repairs will be charged against and paid by you.

BPA is not the owner of this property. If you are not the owner of this property you must obtain the Owners permission to use this property.

Special Conditions:

IT appears that this underground crossing will be parallel to access road CA-AE-9. Line maintenance has no objection to this crossing.

This use, as outlined above, is hereby approved by BPA. It is effective upon commencement of use, or 30 days from receipt of this form. This agreement is not assignable or transferable.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By Ronald D Penge
05-84-28 BPA 1620 Reverse Side

To be completed by Transmission Engineering—ETJ:

Operating Name(s): _____

Construction Name(s): _____

Structure Nos.: _____

Line Existing Line Removed Wood Steel

Plan and Profile Drawing No. _____

Tract Nos. _____

Transmission Engineering Evaluation: Approved With Reservation
Not Recommended Disapproved

Comments: _____

Date _____ Signature _____
Title _____

LAND USE NO. _____ NAME OF APPLICANT _____

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in applicable provisions of the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended, and regulations and orders promulgated thereunder (hereinafter referred to as "Grantor"), for a monetary consideration of Eighty Seven Thousand Five Hundred Sixty Dollars (\$87,560), and other valuable consideration, does hereby convey and quitclaim to PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY, a municipal corporation in the State of Washington, P.O. Box 330, Chehalis, WA 98532 (hereinafter referred to as "Grantee"), its successors and assigns, all of Grantor's right, title and interest in and to the following described property (hereinafter referred to as "property"), situated in Lewis County, State of Washington.

A portion of the Mossy Rock-Morton No. 1 transmission line which has a length of approximately 3.5 miles, included are all land rights and appurtenances associated with the line. The line extends from the Bonneville Power Administration Morton Substation west to structure 13/8. The land rights are more specifically described as follows:

An easement, being a right-of-way 100 feet in width, the boundaries of said right-of-way lie 50 feet on each side of and parallel with the survey line for the Mossy rock-Morton No. 1 transmission line as now located on the ground over and across part of the NW1/4 NE1/4 and the NE1/4 NE1/4 of Section 7, Lot 1, the NE1/4 NW1/4 and the N1/2 NE1/4 of Section 8, the N1/2 NW1/4 of Section 9, the SE1/4 SW1/4, the SW1/4 SE1/4, Lot 8 and Lot 6 of Section 4 and the NW1/4 SW1/4 and the S1/2 N1/2 of Section 3, all in Township 12 North, Range 4 East, Willamette Meridian, Lewis County, Washington.

The said 100-foot-wide right-of-way begins at structure 13/8 at transmission line survey station 418+00, a point in the NW1/4 NE1/4 of Section 7, said Township and Range. Said station 418+00 being S.0°47'40"E., a distance of 979.6 feet and N.85°14'00"E., a distance of 958.0 feet from the North quarter corner of said Section 7, evidenced by an Iron Pipe; thence continuing N.85°14'00"E., a distance of 1589.7 feet to survey station 433+89.7; thence S.86°02'E., a distance of 82.8 feet to survey station 434+72.5, a point on the East boundary line of said Section 7, which bears S.0°25'E., a distance of 922.5 feet from the northeast corner of said Section 7, evidenced by a 1" Iron Pipe; thence continuing S.86°02'E., a distance of 3897.9 feet to survey station 473+70.4; thence N.68°21'E., a distance of 731.8 feet to survey station 481+02.2; thence N.81°51'00"E., a distance of 428.2 feet to survey station 485+30.4; thence N.62°32'20"E., a distance of 986.1 feet to survey station 495+16.5 Back equals 494+99.8 Ahead, in the NW1/4 NW1/4 of Section 9, said Township and Range; thence N.68°21'E., a distance of 4275.6 feet to survey station 537+75.4; thence N.56°33'E., a distance of 948.8 feet to survey station 547+24.2, a point on the easterly boundary line of Section 4, said

Recording No. 9215368 Volume 529 Pages 603-614
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Township and Range, which bears S.0°27'E, a distance of 796.3 feet from the East quarter corner of said Section 4, evidenced by a cedar post at fence corner intersection; thence continuing N.56°33'E., a distance of 1625.8 feet to survey station 563+50.0, a point in the SE1/4 NW1/4 of Section 3, said Township and Range, being the terminus of said 100-foot-wide right-of-way and the Point of Beginning of a variable width right-of-way, being a combination of that certain portion of the original Mossy Rock-Morton transmission line and that certain portion of the revised Mossy Rock-Morton transmission line.

Said portion of the original Mossy Rock-Morton transmission line is a right-of-way, 100-foot-wide, the boundaries of which lie 50 feet on each side of and parallel with the survey line of said transmission line described as follows:

Continuing N.56°33'E., from said survey station 563+50.0, for a distance of 400.1 feet to survey station 567+50.1; thence N.69°02'E., a distance of 323.5 feet to survey station 571+53.0 Back equals 570+73.6 Ahead, said point being the intersection with, and terminus of said revised Mossy Rock-Morton transmission survey line.

Except all portions lying within the boundaries of Washington State Route No. 12.

Said portion of the revised Mossy Rock-Morton transmission line is a right-of-way 100 feet wide, the boundaries of which lie 50 feet on each side of, and parallel with the survey line described as follows:

Beginning at said survey station 563+50.0; thence N.38°26'E., a distance of 441.3 feet to survey station 567+91.3; thence S.88°29'E., a distance of 361.7 feet to survey station 571+53.0 Back equals 570+73.6 Ahead, the terminus of said revised portion.

Except all portions of said right-of-way lying within the right-of-way of Washington State Route No. 12.

The 100-foot-wide right-of-way for said Mossy Rock-Morton transmission line continues, which the boundaries lie 50 feet on each side of and parallel with the survey line from said survey station 571+53.0 Back equals 570+73.6 Ahead, except those portions lying within the boundaries of Washington State Route No. 12, and described as follows:

Beginning at said survey station 571+53.0 Back equals 570+73.6 Ahead; thence S.88°29'E., a distance of 2859.5 feet to survey station 599+33.1; thence S.89°22'E., a distance of 89.0 feet to survey station 600+22.1, a point on the West boundary of the BPA Morton Substation, as acquired by instrument Recorded in Volume 320, Page 271, of said Lewis County Deed Records and the terminus of said right-of-way to be disposed.

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To release all of the original right-of-way in Tract MR-M-32, we also included all the land that lies 50 feet on each side of and parallel with the survey line projected N.68°21'E., from said survey station 481 + 02.2 to the East line of W1/2 NE1/4 NE1/4 of said Section 8.

Bearings based on local grid system as shown on BPA Mossy Rock-Morton Transmission Line Drawing Nos. 26878 through 26881.

The purchase of the above described rights-of-way were accomplished by acquisition documents in a composite. Deed Records Book and Page Number as follows:

County Records of Lewis County, Washington

| | <u>Tract</u> | <u>Book</u> | <u>Page</u> | <u>Auditor's File No.</u> |
|------|--------------|-------------|-------------|---------------------------|
| Part | MR-M-28 | 317 | 321 | 425709 |
| | MR-M-29 | 317 | 325 | 425710 |
| | MR-M-30 | 332 | 467 | 447065 |
| | MR-M-31 | 317 | 329 | 425711 |
| | MR-M-AR-13 | 317 | 329 | 425711 |
| | MR-M-32 | 322 | 451 | |
| Part | MR-M-33R | 435 | 649 | 670061 |
| | MR-M-AR-14 | 319 | 315 | 428130 |
| Part | MR-M-34 | 317 | 333 | 425712 |
| | MR-M-35 | 319 | 179 | 427880 |
| | MR-M-36 | 321 | 527 | 431027 |
| | MR-M-AR-15 | 321 | 527 | 431027 |
| | MR-M-37 | 323 | 483 | 433463 |
| | MR-M-38 | 319 | 319 | |
| | MR-M-39 | 317 | 337 | 721579 |
| Part | MR-M-R-39 | 446 | 209 | 696139 |
| | MR-M-R-39C | 446 | 145 | 695878 |
| | MR-M-40 | 319 | 571 | 428626 |
| | MR-M-41 | 350 | 355 | 489005 |
| | MR-M-42 | 317 | 341 | 425714 |

The total access road length is approximately 0.8 mile.

SUBJECT TO existing easements for public roads and highways, public utilities, railroads and pipelines, and other easements and encumbrances of record.

SUBJECT TO the following listings that involve exceptions, reservations, restrictions, or conditions to title applicable to the specific tracts identified below:

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Tract No. MR-M-29:

Rights of the public in and to existing public road and public utilities thereon that is intersected by said tract at BPA survey station 435+05.0.

Tract No. MR-M-30:

Reservation from United States recorded in Book 5 of patents, Page 561, as follows: "Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law and there is reserved from the lands hereby granted a right-of-way thereon for ditches or canals constructed by the authority of the United States."

An easement as disclosed by instrument dated October 9, 1941, recorded in Book 255 of Deeds, Page 401, being an easement granting the Public Utility District No. 1 of Lewis County, the right to construct, maintain, and operate an electric transmission and distribution line over, along said premises.

Tract No. MR-M-32:

Reservation from United States in patent issued according to the provisions of the Act of Congress of July 2, 1864, dated November 23, 1911, recorded in Book 7 of patents, Page 544, as follows: "Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the rights of the proprietor of a vein or lode to contract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, and there is reserved from the land hereby granted a right-of-way thereon for ditches or canals constructed by the authority of the United States."

Tract No. MR-M-33R:

Reservations of minerals, contained in deed from Northern Pacific Railway Company, a Wisconsin Corporation, recorded May 26, 1906, in Volume 100 of Deeds, Page 381, under Auditor's File No. 50088, substantially as follows: "Excepting and reserving unto the party of the first part, its successors and assigns forever, all minerals of any nature whatsoever upon or in said land, including coal, iron, natural gas and oil, and also the use of such surface ground as may be necessary for exploring for and mining or otherwise extracting and carrying away the same." Said reservation applies to Section 9.

Easement for water pipeline over, upon and across said premises, together with the right to take water from an existing spring upon said premises, as granted to Burton Bonar and Isabella Ann Bonar, his wife, by deed recorded January 31, 1964, in Volume 431 of Deeds, Page 377, under Auditor's File No. 660447. Said easement applies to Section 9.

Tract No. MR-M-34:

Rights of owners and users of existing road adjacent to the west boundary of said tract.

Tract No. MR-M-37:

Reservation from United States as follows: "Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted as provided by law. And there is reserved from the land hereby granted a right-of-way thereon for ditches or canals constructed by the authority of the United States."

Rights of the public in and to Lewis County Road.

Tract No. MR-M-R-39:

Easement for transmission and distribution line for electric power made by Milwaukee Land Company, a corporation, to Morton Electric Company, by instrument dated May 5, 1914, recorded October 25, 1929, in Volume 203 of Deeds, Page 144, under Auditor's File No. 236197. d11

Reservation of oils, gases, coal, ores, minerals, and fossils with right to explore for and remove same etc., as contained in deed from Milwaukee Land Company, a Corporation, to W.E. Compton, dated January 16, 1939, recorded March 13, 1939, in Volume 234 of Deeds, Page 571, under Auditor's File No. 324858.

Continued use and maintenance of Morton Telephone Company line.

Tract No. MR-M-R-39C:

Easement for transmission and distribution line for electric power made by Milwaukee Land Company, a corporation, to Morton Electric Company, by instrument dated May 5, 1914, recorded October 25, 1929, in Volume 203 of Deeds, Page 144, under Auditor's File No. 236197.

Reservations of oils, gases, coal, ores, minerals, and fossils with right to explore for and remove same etc., as contained in deed from Milwaukee Land Company, a corporation, to W.E. Compton, dated January 16, 1939, recorded March 13, 1939, in Volume 234 of Deeds, Page 571, under Auditor's File No. 324858.

Easements for electric power transmission line granted to Public Utility District No. 1 of Lewis County as shown in Book 445 of Deeds, Page 317 and 319, Lewis County, Washington.

Tract No. MR-M-42:

Reservations in deed to Iver Jacobsen dated August 3, 1936, Book 223, Page 501.

No Final Opinion could be found on this tract to determine if easement was taken subject to these items.

AND

A portion of the Chehalis-Mossy Rock transmission line (operated as Silver Creek-Leonard Road No. 1) which has a length of approximately 6.2 miles, including approximately 1.44 miles of transmission line easement. There is no fee ownership. A majority of the line is located within a public road right-of-way as allowed by franchise agreement from Lewis County. The beginning point of this transmission line is located at the intersection of J.E. Leonard County Road No. 549 and H.C. Gore County Road, approximately 1 mile north of U.S. Highway 12, 7 1/2 miles east of Interstate 5 and 2 miles south of Highway 508. Included are all land rights and appurtenances associated with the line. The line begins at structure identified as SC LR1 6/13 at station 788+03.3 in the NE1/4 NE1/4 of Section 7, Township 12 North, Range 1 East, Willamette Meridian, Lewis County, Washington. Said structure is S.31°46'W., 41 feet from the northeast corner of said Section 7; thence N.79°02'E., 238.7 feet to structure 6/12 at station 790+42.0 in the SW1/4 SW1/4 of Section 5, said township and range; thence easterly across Sections 5, 4, 3, 2, and 1 in Township 12 North, range 1 East, Willamette Meridian, and Sections 6 and 7 and that part of the NW1/4 of Section 8 lying westerly of the easterly 1301.5 feet of said NW1/4, all in Township 12 North, Range 2 East, Willamette Meridian, Lewis County, Washington. The terminus of the transmission line to be disposed is the point of the intersection of the transmission line with the westerly boundary line of the easterly 1301.5 feet of said NW1/4 of Section 8.

The land rights are described as follows:

Tract No. C-MR-32-A:

A perpetual guy and anchor easement on the northerly side of the Lewis County Road No. 304 (H.C. Gore Road) in the SW1/4 SW1/4 of Section 5, Township 12 North, Range 1 East, Willamette Meridian, Lewis County, Washington. Said

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easement was recorded March 18, 1941, in Lewis County, Washington, in Book 250, Page 177, under Auditor's File No. 32547.

Tract No. C-MR-34:

A permanent easement and right-of-way over, upon, under, and across the southerly 50 feet of the SE1/4 SE1/4 of Section 2, Township 12 North, Range 1 East, Willamette Meridian, Lewis County, Washington. This tract was acquired on three separate easements recorded January 28, 1946, in Volume 301, pages 101, 105, and 109, deed records of Lewis County.

Tract No. C-MR-35:

A permanent easement and right-of-way over, upon, under, and across the southerly 50 feet of the SW1/4 of Section 1, Township 12 North, Range 1 East, Willamette Meridian, Lewis County, Washington. Said easement was recorded August 30, 1941, in Volume 254, page 251, deed records of Lewis County.

Tract No. C-MR-37:

A permanent easement and right-of-way over, upon, under and across the southerly 50 feet of Lot 7 and the SE1/4 SW1/4 of Section 6, Township 12 North, Range 2 East, Willamette Meridian, Lewis County, Washington. Said easement was recorded March 20, 1941, in Volume 250, Page 233, deed records of Lewis County.

Tract No. C-MR-38-A:

A guy and anchor easement located on the northerly side of Lewis County Road No. 724 (Fred Snodgrass Road) in the SE1/4 SE1/4 of Section 6, Township 12 North, Range 2 East, Willamette Meridian, Lewis County, Washington. Said easement was recorded June 2, 1941 in book 252, Page 71, under Auditor's File No. 354369, deed records of Lewis County.

Remaining Portion of Tract No. C-MR-39:

A permanent easement and right-of-way, over, under, upon, and across the northerly 50 feet of the NW1/4 of Section 8, except the easterly 1301.5 feet of said NW1/4 thereof, located in Township 12 North, Range 2 East, Willamette Meridian, Lewis County, Washington, and recorded in Volume 249, Page 357, deed records of Lewis County, except that portion released by Quitclaim Deed recorded August 2, 1974, in Volume 93, Page 117, deed records of Lewis County.

Tract No. C-MR-32A:

Guy and anchor easement dated March 17, 1941, recorded March 18, 1941, in Volume 250, Page 177, Deed Records of Lewis County, and as indicated in Puget Sound Title Insurance Company (countersigned by Lewis County Abstract Company) Certificate of Title "B-3150" dated December 2, 1940, and Final Certificate of Title "B-3150" as of March 19, 1941, and Attorney General's letter of opinion dated April 28, 1941.

SUBJECT TO reservations contained in patent dated December 13, 1894, recorded in Book 4 of Patents, Page 1.

SUBJECT TO reservations by Northern Pacific Railroad Company in deed dated September 10, 1875, recorded in Book "G" of Deeds, Page 577.

SUBJECT TO reservation by J.A. Veness and Augusta Veness in deed dated May 16, 1910, recorded in Book 108 of Deeds, page 340, as follows: "Reserving unto said parties of first part, their heirs, executors, administrators or assigns, all timber now standing and growing or fallen on above described lands. Also reserving a sufficient right-of-way on which to construct, operate, maintain tramroads or railroads on or over and across aforesaid lands. Also reserving all coal which is now or may hereafter be found on above described lands, also right to prospect for coal and to mine any coal found. All of which timber and rights of way and other reserved rights have been heretofore conveyed by grantors unto O'Connell Lumber Company and are reserved for benefit of O'Connell Lumber Company, its successors and assigns."

Tract No. C-MR-34:

Easement Deed dated November 2, 1943, recorded January 28, 1946, in book 301, Page 101, Deed Records of Lewis County, Washington, under Auditor's File No. 408418.

Easement Deed dated November 8, 1945, recorded January 28, 1946, in book 301, Page 105, under Auditor's File No. 408419, Deed Records of Lewis County, Washington.

Easement Deed dated January 9, 1946, recorded January 28, 1946, in book 301, page 109 under Auditor's File no. 408420, Deed Records of Lewis County, Washington.

Tract No. C-MR-35:

Transmission Line Easement dated April 8, 1941, recorded August 30, 1941, in book 254, Page 251 Deed Records of Lewis County, and as indicated in Puget Sound Title Insurance (countersigned by Lewis County Abstract Company) Preliminary Certificate of Title No. B-3413 dated December 2, 1940, and Final Certificate of

Title as of September 2, 1941, and Attorney General's Letter of Opinion dated September 17, 1941.

SUBJECT TO rights of the public in and to the Stowell County Road No. 727, together with any power lines, telegraph or telephone lines located thereon.

SUBJECT TO reservations contained in deed from O'Connell Lumber Company, a corporation (address Portland, Oregon), dated December 28, 1838, recorded in Book 248 of Deeds, Page 487, as follows: "Reserving and excepting therefrom, however, unto the Grantors, an undivided one half interest in all coal in, or under said premises, and the right unto the grantors to enter upon said premises above described to mine and remove said coal by all convenient and necessary operations and methods; it being understood, however, that in the event there is a surface entry upon this land or one contemplated for mining purposes, then before making such surface entry, compensation shall be paid to the owner for all damages done to buildings, crops growing upon the land, and such damage to the land itself insofar as it affects the use of such land for agricultural and grazing purposes. However, if the entry in such mining operations is beneath the surface, then no compensation shall be paid except for damage that might result from mining operations.

SUBJECT TO Pole Line Agreement to Public Utility District No. 1 of Lewis County, Contract No. Ibp-1793 dated October 4, 1940, and Supplement No. 2 to the Contract dated April 5, 1954.

SUBJECT TO hazard use letter, shed on right-of-way, Contract No. 14-03-89529 dated November 7, 1977, to Chester A. Robbins.

SUBJECT TO hazard use letter, machine shed on right-of-way, Contract No. 14-03-79923 dated September 14, 1977, to P.E. Fortney.

Tract No. C-MR-37;

Transmission Line Easement dated March 19, 1941, recorded March 20, 1941, in Book 250, Page 233, under Auditor's File No. 350801, Deed Records of Lewis County, Washington.

SUBJECT TO reservations contained in Patent dated October 24, 1894, recorded in Book 5 of Patents, Page 280.

SUBJECT TO reservations contained in deed from Milwaukee Land Company, dated November 22, 1928, recorded in Book 199 of Deeds, Page 404.

Transmission line to consist of a single line of poles located as presently staked.

Tract No. C-MR-38A:

Guy and anchor easement dated April 8, 1941, recorded June 2, 1941, in Book 252, Page 71 under Auditor's File No. 354369 Deed Records of Lewis County, Washington. No title evidence is available.

Tract No. C-MR-39 (Part):

Transmission Line Easement dated February 18, 1941, recorded February 19, 1941, in Book 249, Page 357 under Auditor's File No. 349443, Deed Records of Lewis County, Washington. Part of this tract was released by Quitclaim Deed and Bill of Sale dated August 7, 1963, recorded August 2, 1974, in Volume 93, Page 117, Deed Records of Lewis County, Washington. The part released was the north 50 feet of the east 1301.5 feet of the NE1/4 NW1/4 of Section 8.

SUBJECT TO reservations contained in Patent dated July 19, 1889, recorded in Book 8 of Patents, Page 333.

Transmission line to consist of a single line of poles located as presently staked.

The following rights were acquired in accordance with contracts, franchises, and permits listed below. Except where specified, purchaser will need to reapply for these rights.

Tract Nos. C-MR-32: C-MR-33: C-MR-33B: C-MR-33C: C-MR-36 C-MR-36A: C-MR-38: C-MR-47A:

Lewis County Franchise for road crossings and road encroachments. Assignable, purchaser needs to notify county and abide by all terms. Contract No. 1964, dated December 30, 1940, fifty year term.

Tract No. C-MR-33A:

Crossing Agreement with Cowlitz, Chehalis, and Cascade Railroad, dated February 11, 1941, Contract Ibp 1896.

SUBJECT TO existing easements for public roads and highways, public utilities, railroads, and pipeline, and other easements and encumbrances of record. This applies to all of the real estate rights described in this deed.

TO HAVE AND TO HOLD the property together with all the privileges and appurtenances thereto belonging unto Grantee, its successors and assigns, forever.

The Grantee covenants for itself, its heirs, successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said Grantee and such heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion, age, sex, or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

The property was both duly determined to be surplus to the needs and requirements of the United States of America and assigned to the General Services Administration for disposal pursuant to authority contained in the Federal Property and Administrative Services Act, as amended, and applicable orders and regulations promulgated thereunder.

IN WITNESS WHEREOF, Grantor has caused this instrument to be effective as of October 28, 1992.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

BY *Samuel R. ...*
Director, Real Estate Sales Field Office

11-04-12

10-28-92

STATE OF WASHINGTON)

COUNTY OF KING)

On this 17th day of November, 1992, before the undersigned, a Notary Public in and for the State of Washington, personally appeared KENNETH E. LINDEBAK, to me known to be the Director, Real Estate Sales Field Office, General Services Administration, and to me known to be the individual described in and who executed the foregoing instrument and who under oath stated that he was duly authorized, empowered, and delegated by the Administrator of General Services to execute the said instrument and acknowledged the foregoing instrument to be his free and voluntary act and deed, acting for and on behalf of the Administrator of General Services, acting for and on behalf of the United States of America, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Janna R. Inman
Notary Public in and for the State of
Washington, residing in Auburn

Commission Expires 2/10/96

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Administrator of General Services under and pursuant to the powers and authority contained in Section 13(d) of the Surplus Property Act of 1944 (PL 457 78th Congress 58 STAT. 765) and applicable provisions of the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended, and regulations and orders promulgated thereunder, (hereinafter referred to as "Grantor"), for a monetary consideration of Three Hundred Ten Thousand Four Hundred Forty Dollars (\$310,440) and other valuable consideration, does hereby convey and quitclaim to Public Utility No. 1 of Lewis County, a municipal corporation in the State of Washington, P.O. Box 330, Chehalis, WA 98532 (hereinafter referred to as "Grantee"), its successors and assigns, all of Grantor's right, title and interest in and to an approximate 11.2 mile portion of the electrical line presently operated by the Bonneville Power Administration as the Silver Creek-Morton No. 1 Transmission Line, which is more specifically described in Attachment A (hereinafter referred to as "Property") situated in Lewis County, State of Washington.

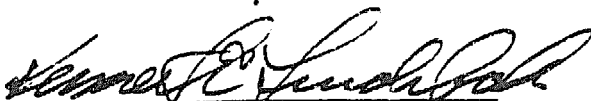
TO HAVE AND TO HOLD the property together with all the privileges and appurtenances thereto belonging unto Grantee, its successors and assigns, forever.

The Purchaser covenants for itself and its assigns and every successor in interest to the Property hereby conveyed, or any part thereof, that the Purchaser, its assigns and successors in interest shall not discriminate upon the basis of race, color, religion, sex, age, or national origin in the use, occupancy, sale or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

The Property was both duly determined to be surplus to the needs and requirements of the United States of America and assigned to General Services Administration for disposal pursuant to authority contained in the said Federal Property and Administrative Services Act, as amended, and applicable orders and regulations promulgated thereunder.

IN WITNESS WHEREOF, Grantor has caused this instrument to effective as of July 13, 1994.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

BY 
Director, Real Estate Sales Office Auburn

Recording Number 9501818 Volume 638 Pages 006 thru 019

7-13-94

STATE OF WASHINGTON)

COUNTY OF KING)

On this 17th day of February, 1995, before the undersigned, a Notary Public in and for the State of Washington, personally appeared Kenneth E. Lindebak, to me known to be the Director, Real Estate Sales Office Auburn, General Services Administration, and to me known to be the individual described in and who executed the foregoing instrument and who under oath stated that he was duly authorized, empowered, and delegated by the Administrator of General Services to execute the said instrument and acknowledged the foregoing instrument to be his free and voluntary act and deed, acting for and on behalf of the Administrator of General Services, acting for and on behalf of the United States of America, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Lisa Lundberg
Notary Public in and for the State
of Washington, residing in Enumclaw
Commission Expires 4/97

LEGAL DESCRIPTION

The Silver Creek-Morton No. 1 69-KV Transmission Line and a portion of the Mossy Rock-Morton (operated as Silver Creek-Morton No. 1) 69 KV Transmission Line, Access Roads, and Guy Anchor Easements. The disposal of these transmission lines consists of all land rights, and appurtenances associated with the lines. The survey lines cross over the N1/2SW1/4, the SE1/4SW1/4, the W1/2SE1/4, and the SE1/4SE1/4 of Section 17, the SW1/4SW1/4, Lot 7, Lot 8, Lot 5, and the E1/2SE1/4 of Section 16, the N1/2SW1/4, the SE1/4NW1/4, and the S1/2NE1/4 of Section 15, the S1/2N1/2 of Section 14, the NW1/4, the N1/2NE1/4 of Section 13, the SE1/4SW1/4, S1/2SE1/4 of Section 12, all in Township 12 North, Range 2 East; Part of Lot 4, part of Joseph L. Mitchell DLC No. 37, Lot 9, and the SE1/4SE1/4, of Section 7, SW1/4SW1/4, Lot 6, Lot 7, and Lot 8 of Section 8, NE1/4NE1/4 of Section 17, N1/2NW1/4 of Section 16, SE1/4SW1/4, SW1/4SW1/4, Lot 5, Lot 6, and Lot 4 of Section 9, Lot 1, S1/2NW1/4, W1/2NE1/4, NE1/4NE1/4 of Section 10, N1/2NE1/2 of Section 11, N1/2N1/2 of Section 12, all in Township 12 North, Range 3 East; Part of Lot 1, NE1/4NW1/4, part of NW1/4NE1/4 of Section 7, Township 12 North, Range 4 East, all in the Willamette Meridian, in Lewis County, Washington.

The disposal begins as 100-foot-wide right-of-way, with the boundaries of said right-of-way lying 50 feet on each side of and parallel with the survey line for the Silver Creek-Morton No. 1 transmission line. Said survey line is described with reference to the Washington Coordinate System, South Zone, and begins at transmission line survey station 20+68.0, a point on the southwesterly boundary line of the right-of-way for Primary State Highway No. 5 in said NW1/4SW1/4 of Section 17, Township 12 North, Range 2 East, which bears S.48°51'30"E., 1157.4 feet from the northwest corner of said NW1/4SW1/4, evidenced by 1/2-inch boiler tube (1961); thence along the survey line of the

Silver Creek-Morton No. 1 transmission line, N.39°13'20"E., 413.5 feet to survey station 24+81.5; thence S.65°19'40"E., 1183.3 feet to survey station 36+64.8 back equals 36+37.4 ahead; thence S.37°07'00"E., 714.9 feet to survey station 43+52.3; thence S.88°16'40"E., 2557.4 feet to survey station 69+09.7, a point in the East boundary line of said Section 17, which bears N.00°46'40"E., 1245.6 feet from the southeast corner thereof, evidenced by a 1-1/2" iron pipe (1961); thence continuing S.88°16'40"E., 1400.3 feet to survey station 83+10.0; thence S.89°37'50"E., 3195.5 feet to survey station 115+05.5 back equals 115+25.0 ahead; thence N.61°31'20"E., 735.3 feet to survey station 122+60.3, a point in the East boundary line of Section 16, Township 12 North, Range 2 East, which bears S.01°37'10"W., 969.2 feet from the East quarter corner of said Section 16, evidenced by a 4"x4" post (1961); thence continuing along said survey line N.61°31'20"E., 3727.6 feet to survey station 159+87.9; thence S.88°47'50"E., 8587.0 feet to survey station 245+74.9; thence N.4°10'30"E., 1650.1 feet to survey station 262+25.0; thence N.20°04'20"E., 207.2 feet to survey station 264+32.2, a point on the North boundary line of Section 13, Township 12 North, Range 2 East, which bears N.88°56'00"W., 1305.2 feet from the North quarter corner of said Section 13, evidenced by a stone (1947); thence continuing N.20°04'20"E., 44.9 feet to survey station 264+77.1, the terminus of the Silver Creek-Morton No. 1 transmission line survey which bears N.87°03'00"W., 1291.3 feet from said North quarter corner of Section 13, also being the terminus of the bearings and coordinates referenced to the Washington State Coordinate System, South Zone. The line then becomes Mossy Rock-Morton (operated as Silver Creek-Morton No. 1) transmission line, with the beginning of bearings

and coordinates referenced to a local coordinate system, and begins as a pole line easement at transmission line survey station 9+62.5 of said Mossy Rock-Morton transmission line, which equals survey station 1354+87.0 of the Chehalis-Mossy Rock transmission line. Said point being South, a distance of 31.7 feet and West, a distance of 1498.0 feet from the North quarter corner of said Section 13; thence N.88°49'E., a distance of 218.3 feet to survey station 11+80.8; thence N.88°02'E., a distance of 534.3 feet to survey station 17+15.1; thence N.88°58'E., 477.7 feet to survey station 21+92.8; thence N.89°34'E., 272.3 feet to survey station 24+65.1; thence S.89°57'E., 1977.4 feet to survey station 44+42.5; thence N.75°37'E., 729.7 feet to survey station 51+72.2, a point on the easterly boundary of said Section 12, Township 12 North, Range 2 East, which bears N.1°13'E., 184.7 feet from the southeast corner thereof; thence continuing N.75°37'E., 405.7 feet to survey station 55+77.9; thence N.77°07'E., 247.1 feet to survey station 58+25.0; thence N.80°46'E., 246.1 feet to survey station 60+71.1 back equals 60+75.0 ahead; thence S.84°49'E., 401.6 feet to survey station 64+76.6, a point in the centerline of a Lewis County Road (Harmony Road) which is located in Lot 4 of Section 7, Township 12 North, Range 3 East, and is the terminus of said pole line easement. Said point bears N.74°58'50"E., 1326.0 feet from the southwest corner of said Section 7. The original pole line easement appears to have been relocated from station 9+62.5 to station 11+80.8. Said Mossy Rock-Morton transmission line then becomes a 100-foot-wide right-of-way, with the boundary lines lying 50 feet on each side of and parallel with the continuing survey line for the Mossy Rock-Morton (operated as Silver Creek-Morton No. 1) transmission line and begins at said survey station 64+76.6 in the centerline

of Lewis County Road (Harmony Road); thence continuing S.84°49'E., 3421.0 feet to survey station 98+97.6; thence N.88°56'E., 3406.9 feet to survey station 133+04.5; thence S.89°10'E., 901.5 feet to survey station 142+06.0, a point on the easterly boundary of Lot 7, in Section 8, Township 12 North, Range 3 East, the terminus of said 100-foot-wide right-of-way, and the beginning of a pole line easement; thence S.89°10'E., 717.8 feet to survey station 149+23.8; thence S.81°28'E., a distance of 258.2 feet to survey station 151+82.0, a point on the South boundary line of said Section 8, which bears N.89°44'W., 334.5 feet from the southeast corner thereof, evidenced by a marked stone, said point being the terminus of the pole line easement and the beginning of a 100-foot-wide right-of-way with the boundary lines lying 50 feet on each side of and parallel with the continuing survey line; thence continuing S.81°28'E., 338.0 feet to survey station 155+20.0, a point on the easterly boundary of Section 17, Township 12 North, Range 3 East, which bears South, 48.6 feet from said southeast corner of Section 8; said point being also the terminus of bearings and coordinates referenced to a local coordinate system and the point of beginning of bearings and coordinates referenced to the Washington State Coordinate System, South Zone; thence continuing on a bearing of S.81°28'E., back equals S.80°02'00"E., ahead, a distance of 1910.0 feet to survey station 174+30.0; thence N.56°27'30"E., a distance of 4067.8 feet to survey station 214+97.8, a point on the East line of Section 9, Township 12 North, Range 3 East, which bears S.0°23'00"W., a distance of 487.9 feet from the East quarter corner of said Section 9, evidenced by a brass cap; thence continuing N.56°27'30"E., a distance of 2547.0 feet to a BPA monument at survey station 240+44.8 back equals 240+50.0 ahead; thence

N.65°09'30"E., a distance of 3478.7 feet to a BPA monument at survey station 275+28.7 back equals 279+85.6 ahead, in the NW1/4NW1/4 of Section 11, Township 12 North, Range 3 East; thence S.82°01'30"E., 4955.4 feet to survey station 329+41.0, a point on the easterly boundary line of said Section 11, which bears S.2°18'50"W., a distance of 488.1 feet from the northeast corner of said Section 11, evidenced by 1-1/2" iron pipe. Said point is the beginning of Tract No. MR-M-R-8, a fee-owned strip of land, to be described separately. The centerline continues from survey station 329+41.0, a point on the westerly boundary line of Section 12, Township 12 North, Range 3 East, S.82°01'30"E., a distance of 2655.0 feet to survey station 355+96.0, a point on the easterly boundary line of the N1/2NW1/4 of said Section 12, which bears S.1°22'10"W., a distance of 787.0 feet from the North quarter corner of said Section 12, evidenced by a brass cap, and the terminus of said fee-owned strip of land. Thence continuing from said survey station 355+96.0 with the 100-foot-wide right-of-way S.82°01'30"E., a distance of 2650.2 feet to survey station 382+46.2, a point on the easterly boundary line of said Section 12, which bears S.0°51'40"W., a distance of 1046.6 feet from the northeast corner of said Section 12, evidenced by a cedar post. Said point being the beginning of Tract No. MR-M-R-10, another fee-owned strip of land, to be described separately. The centerline continues from survey station 382+46.2, a point on the westerly boundary line of Section 7, Township 12 North, Range 4 East, S.82°01'30"E., a distance of 150.5 feet to survey station 383+96.7, a point on the northwesterly right-of-way line of the 100-foot-wide right-of-way easement of the original location for the Bonneville Power Administration Mossy Rock-Morton transmission line as described in an instrument recorded in

Volume 355, Page 340, Deed Records of said County, and the terminus of the fee-owned strip of land. The survey line continues S.82°01'30"E., from survey station 383+96.7, a distance of 24.6 feet to an iron pipe at survey station 384+21.3, in Lot 1 of said Section 7; thence N.86°40'00"E., a distance of 2420.7 feet to survey station 408+42.0, a point on the North-South quarter line of said Section 7, which bears S.0°38'20"W., a distance of 979.6 feet from the North quarter corner of said Section 7, evidenced by an iron pipe. Said survey station 408+42.0 being also the terminus of bearings and coordinates referenced to the Washington State Coordinate System, South Zone, and the point of beginning for bearings and coordinates referenced to a local coordinate system; thence continuing on a bearing of N.86°40'00"E., back equals N.85°14'00"E., ahead, a distance of 958.0 feet to structure 13/8 at survey station 418+00, a point in the NW1/4NE1/4 of Section 7, Township 12 North, Range 4 East, that bears S.47°05'49"E., 1321.9 feet from the North quarter corner of said Section 7, evidenced by an iron pipe. Said survey station 418+00 being the terminus of this disposal.

FEE-OWNED PARCELS

Tract No. MR-M-R-8:

A strip of land 100 feet wide, located in the NW1/4NW1/4 and NE1/4NW1/4 of Section 12, Township 12 North, Range 3 East, Willamette Meridian, Lewis County, Washington, lying 50 feet on each side of and parallel with the survey line of Mossy Rock-Morton (operated as Silver-Creek-Morton No. 1) transmission line. Said survey line is described as follows:

Beginning at survey station 329+41.0, a point on the westerly boundary line of said Section 12; said point being S.2°18'50"W., a distance of 488.1 feet from the northwest corner of Section 12; thence S.82°01'30"E., a distance of 2655.0 feet to survey station 355+96.0, a point on the easterly boundary line of the N1/2NW1/4 which bears S.1°22'10"W., a distance of 787.0 feet from the North quarter corner of said Section 12, evidenced by a brass cap.

Tract No. MR-M-R-10:

A strip of land, 100 feet wide, located in Lot 1, Section 7, Township 12 North, Range 3 East, Willamette Meridian, Lewis County, Washington, lying 50 feet on each side of and parallel to the survey line of the Mossy Rock-Morton (operated as Silver Creek-Morton No. 1) transmission line. Said survey line is described as follows:

Beginning at survey station 382+46.2, a point on the westerly boundary line of said Section 7, said point being S.0°51'40"W., a distance of 1046.6 feet from the northwest corner of Section 7; thence S.82°01'30"E., a distance of 150.5 feet to survey station 383+96.7, a point on the northwesterly right-of-way line of the 100-foot-wide right-of-way of the original location of the Mossy Rock-Morton transmission line, which point is N.82°01'30"W., 24.67 feet from an iron pipe at survey station 384+21.3 which bears S.8°22'46"E., 1082.2 feet from the northwest corner of said Section 7, evidenced by a cedar post, and as shown in an instrument recorded in Volume 355, Page 340, Deed Records of said County.

ANCHOR EASEMENTS

Tract No. SC-M-LAE:

Easement for six anchors with guys appurtenant to angle structure at survey station 24+81.5 in the NW1/4SW1/4 of Section 17, Township 12 North, Range 2 East, Willamette Meridian, in Lewis County, Washington,

more fully described in Lewis County, Washington, Records, Volume 414, Page 490, under Auditor's File No. 626268, and as shown on BPA Drawing No. 117501.

Tract No. SC-M-R-7AE:

Easement for one anchor with guys appurtenant located at survey station 83+10.0 in Lot 7 of Section 16, Township 12 North, Range 2 East, Willamette Meridian, in Lewis County, Washington, more fully described in Lewis County, Washington, Records, in Volume 415, Page 455, under Auditor's File No. 628085, and as shown on BPA Drawing No. 117502.

Tract No. SC-M-R-12AE:

Easement for one anchor with guys appurtenant at survey station 103+81 located in Lot 8, Section 16, Township 12 North, Range 2 East, Willamette Meridian, Lewis County, Washington, more fully described in Lewis County, Washington, Records, Civil Case No. 2729, Declaration of Taking, filed July 27, 1961, in U.S. District Court, Western District of Washington, Southern Division, and as shown on BPA Drawing No. 117502.

Tract No. SC-M-R-12A-AE:

Easement for one anchor with guys appurtenant at survey station 103+81 located in Government Lot 5, Section 16, Township 12 North, Range 2 East, Willamette Meridian, Lewis County, Washington, more fully described in

Lewis County, Washington, Records, Case 2732, Declaration of Taking, filed August 22, 1961, U.S. District Court, Western District of Washington, Southern Division, and as shown on EPA Drawing No. 117502.

Tract No. MR-M-5AE:

Easement for one anchor with guys appurtenant at survey station 217+05 located in Lot 1, Section 10, Township 12 North, Range 3 East, Willamette Meridian, Lewis County, Washington, more fully described in Lewis County, Washington, Records, in Volume 440, Page 776, under Auditor's File No. 682831, and as shown on EPA Drawing No. 26874A.

The disposal of rights-of-way by recorded acquisition documents in a composite Deed Records Book and Page Numbers of County Records of Lewis County are as follows:

Silver Creek-Morton No. 1 transmission Line

- A. Tract Nos. SC-M-R-12; SC-M-R-12AE and SC-M-R-13 were acquired by condemnation as Civil Case No. 2729, with the Declaration of Taking being dated July 27, 1961, in the District Court of the United States, Western District of Washington, Southern Division.
- B. Tract Nos. SC-M-R-12A and SC-M-R-12A-AE were acquired by condemnation as Civil Case No. 2732, with the Declaration of Taking being dated August 22, 1961, in the District Court of the United States, Western District of Washington, Southern Division.

Right-of-Way

| <u>Tract</u> | <u>Book</u> | <u>Page</u> | <u>Auditor's File No.</u> |
|-----------------|--------------------|-------------|---------------------------|
| SC-M-1 | 414 | 490 | 626268 |
| SC-M-1AE | 414 | 490 | 626268 |
| SC-M-2 | 414 | 296 | 625734 |
| SC-M-2A | 414 | 487 | 626267 |
| SC-M-2B | 414 | 606 | 626735 |
| SC-M-3 | 414 | 296 | 625734 |
| SC-M-4 | 414 | 484 | 626266 |
| SC-M-5 | 417 | 185 | 630855 |
| SC-M-6 | 414 | 557 | 626538 |
| SC-M-AR-1-1 | 414 | 557 | 626538 |
| SC-M-R-7 | 415 | 455 | 628085 |
| SC-M-R-7AE | 415 | 455 | 628085 |
| SC-M-R-8 | 417 | 543 | 631972 |
| SC-M-R-9 | 415 | 455 | 628085 |
| SC-M-R-12 | See Item "A" above | | |
| SC-MR-12AE | See Item "A" above | | |
| SC-M-R-12A | See Item "B" above | | |
| SC-M-R-12A-AE | See Item "B" above | | |
| SC-M-R-13 | See Item "A" above | | |
| SC-M-R-15 | 415 | 478 | 628146 |
| SC-M-R-16 | 425 | 296 | 646540 |
| SC-M-17 | 417 | 19 | 630392 |
| SC-M-AR-3-1, P1 | 417 | 19 | 630392 |
| SC-M-AR-3-2 | 417 | 19 | 630392 |
| SC-M-18 | 416 | 217 | 629180 |
| SC-M-AR-3-1, P2 | 416 | 217 | 629180 |
| SC-M-18B | 416 | 168 | 629012 |
| SC-M-19 | 416 | 217 | 629180 |
| SC-M-20 | 414 | 494 | 629269 |
| SC-M-21 | 414 | 593 | 626680 |
| SC-M-22 | 414 | 593 | 626680 |
| SC-M-23 | 414 | 497 | 626270 |
| SC-M-24 | 414 | 478 | 626261 |
| SC-M-24B | 414 | 290 | 625732 |
| SC-M-26 | 414 | 293 | 625733 |
| SC-M-28 | 414 | 287 | 625734 |
| SC-M-29 | 414 | 481 | 626263 |

The total right-of-way length to be disposed is 4.6 miles. .

The total access road length to be disposed is 2870 feet or 0.5 miles.

Mossy Rock-Morton Line

Pole Line Easement

| <u>Tract</u> | <u>Book</u> | <u>Page</u> | <u>Auditor's File No.</u> |
|---------------|-------------|-------------|---------------------------|
| MR-M-1B | 321 | 531 | |
| MR-M-1C | 342 | 82 | 468082 |
| MR-M-2 | 324 | 407 | 434627 |
| MR-M-2A | 321 | 52 | 431026 |
| MR-M-3 | 342 | 82 | 468082 |
| MR-M-5 (Rev.) | 454 | 796 | 715865 |
| MR-M-12 | 319 | 567 | 428625 |

The total length of pole line easement to be disposed is 4943 feet or 0.9 mile.

Right-of-Way

| <u>Tract</u> | <u>Book</u> | <u>Page</u> | <u>Auditor's File No.</u> |
|-------------------|-------------|-------------|---------------------------|
| MR-M-6 | 319 | 163 | 427876 |
| MR-M-7 | 322 | 389 | 431974 |
| MR-M-8 | 319 | 167 | 427877 |
| MR-M-9 | 317 | 275 | 425605 |
| MR-M-10 | 319 | 159 | 427875 |
| MR-M-10A | 317 | 275 | 425605 |
| MR-M-10B-AE | 319 | 563 | 428624 |
| MR-M-11 | 360 | 576 | 513631 |
| MR-M-13 | 319 | 155 | 427874 |
| MR-M-14 | 317 | 279 | 425606 |
| MR-M-AR-1 | 317 | 279 | 425606 |
| MR-M-15 | 317 | 283 | |
| MR-M-AR-2, P1 | 317 | 283 | |
| MR-M-AR-2, P2 | 319 | 183 | 427881 |
| MR-M-R-1 | 439 | 235 | 678957 |
| MR-M-R-2 | 440 | 341 | 681591 |
| MR-M-R-3 | 440 | 475 | 681992 |
| MR-M-R-AR-4-1, P1 | 440 | 776 | 682831 |
| MR-M-R-AR-4-1, P2 | 440 | 776 | 682831 |
| MR-M-R-AR-4-2 | 440 | 776 | 682831 |
| MR-M-R-5 | 440 | 475 | 681992 |
| MR-M-2R-AR-4-2 | 16 | 882 | 733917 |
| MR-M-R-AR-5-1, P1 | 440 | 776 | 682831 |
| MR-M-R-AR-5-1, P3 | 440 | 776 | 682831 |
| MR-M-R-AR-5-2 | 440 | 776 | 682831 |
| MR-M-R-AR-5-3 | 440 | 776 | 682831 |
| MR-M-R-AR-5-4 | 440 | 776 | 682831 |
| MR-M-R-5AE | 440 | 776 | 682831 |
| MR-M-R-6 | 441 | 246 | 683705 |
| MR-M-R-AR-5-1, P2 | 441 | 246 | 683705 |
| MR-M-R-AR-5-5 | 441 | 246 | 683705 |

| TRACT | BOOK | PAGE | AUDITOR'S FILE NO. |
|-------------------|-------------|-------------|---------------------------|
| MR-M-R-7 | 441 | 246 | 683705 |
| MR-M-R-AR-5-1, P4 | 441 | 246 | 683705 |
| MR-M-R-AR-5-1, P5 | 441 | 246 | 683705 |
| MR-M-R-AR-6-1 | 441 | 246 | 683705 |
| MR-M-R-AR-6-2,P1 | 441 | 246 | 683705 |
| MR-M-R-AR-6-3 | 441 | 246 | 683705 |
| MR-M-R-AR-7-1, P2 | 441 | 246 | 683705 |
| MR-M-R-AR-7-1, P4 | 441 | 246 | 683705 |
| MR-M-R-8 (Fee) | 442 | 184 | 685790 |
| MR-M-R-AR-6-2, P2 | 442 | 184 | 685790 |
| MR-M-R-AR-7-1, P1 | 442 | 184 | 685790 |
| MR-M-R-AR-7-1, P3 | 442 | 184 | 685790 |
| MR-M-R-AR-7-2, P1 | 442 | 184 | 685790 |
| MR-M-R-AR-7-2, P2 | 441 | 105 | 683367 |
| MR-M-R-9 | 441 | 105 | 683367 |
| MR-M-R-10 (Fee) | 442 | 184 | 685790 |
| MR-M-AR-8-1 | 6 | 371 | 724049 |
| MR-M-27 | 355 | 340 | 500761 |
| Part MR-M-AR-12 | 355 | 340 | 500761 |
| Part of MR-M-28 | 317 | 321 | 425709 |

The total right-of-way length to be disposed of is 6.6 miles.

The total access road length to be disposed of is 6.5 miles.

The total combined miles of the Silver Creek-Morton transmission line and the Mossy Rock-Morton line right-of-way to be disposed of is 11.2 miles.

Total pole line easement on the Mossy Rock-Morton Line to be disposed of is 0.9 mile.

Total combined miles of access road of the Silver Creek-Morton transmission line and Mossy Rock-Morton line to be disposed of is 7.0 miles.

SUBJECT TO existing easements for public roads and highways, public utilities, railroads and pipelines, and other easements and encumbrances of record.

REAL ESTATE CONTRACT

THIS CONTRACT, between the UNITED STATES OF AMERICA acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Service Act of 1949, 63 Stat. 377, as amended, and regulations and orders promulgated thereunder (hereinafter referred to as the "Seller"), and the Public Utility District No. 1 of Lewis County, a municipal corporation, in the State of Washington (hereinafter referred to as the "Purchaser"), is dated for reference purposes as of the 15th day of January, 199~~2~~³, (the "Effective Date").

WITNESSETH: The Seller agrees to sell to the Purchaser, and the Purchaser agrees to buy from the Seller, the property described on the attached "Legal Description" marked Exhibit #1, copy of which is hereto attached and hereby made a part thereof (hereinafter referred to as the "Property"), situated in Lewis County, Washington, on the terms and conditions hereinafter set out.

1. The total purchase price of the Property is Three Hundred Ten Thousand, Four Hundred and Forty Dollars (\$310,440), of which sum the Purchaser has paid to the Seller Sixty Two Thousand and Eighty Eight Dollars (\$62,088) as a down payment, the receipt of which is acknowledged. The purchaser agrees to pay the Seller the unpaid balance of the purchase price in the amount of Two Hundred Forty Eight Thousand, Three Hundred and Fifty Two Dollars (\$248,352) within 10 days after the commercial operation date of the Cowlitz Falls Hydroelectric Project.

2. If the Bonneville Power Administration Amendatory Contract for Power Purchase, Contract # DE-MS79-91BP93212, dated May 23, 1991, is terminated prior to the commercial operations date of the Cowlitz Falls Hydroelectric Project, then the Seller, in conjunction with the Bonneville Power Administration, will return the down payment of \$62,088 to the Purchaser plus interest at the rate of 6 percent per annum and this Real Estate Contract will be cancelled and the purchaser relieved of further obligation.

3. The Purchaser may pay to the Seller the entire unpaid balance of the purchase price at any time prior to the above referenced dates without prepayment penalty or other charges.

4. After all amounts due under this contract have been paid, the Seller shall, within thirty (30) days of receipt of such payment, execute and deliver to the Purchaser a quitclaim deed. The deed shall contain the covenants and reservations set forth in Paragraphs 12 and 13 of this contract. The deed shall be placed of record in the manner prescribed by the local recording statutes, all at the sole cost and expense of the Purchaser.

5. The Purchaser has inspected and knows the condition of the property as of the Effective Date hereof and it is agreed and understood that the Seller has not made and now makes no warranty or representation of whatsoever nature as to the Property or any part thereof.

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The Seller represents and warrants that, based on a complete search of GSA files, it has fully disclosed and provided notice of all information regarding the storage, release or disposal of hazardous substances on the property prior to the Effective Date. The Seller covenants that:

- (1) all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the property has been taken before the Effective Date, and
- (2) with respect to such substances which are present on the Effective Date, any additional remedial action found to be necessary after the Effective Date shall be conducted by the Seller.

6. Any notice or advice to or demand upon the Purchaser shall be in writing and shall be deemed to have been given or made on the day when it is sent by certified mail addressed to the Purchaser at PUD No. 1 of Lewis County, 321 NW Pacific Avenue, Chehalis, Washington 98532 or other such address as the Purchaser may hereafter from time to time specify in writing for such purpose. Any notice or advice to or demand upon the Seller shall be in writing and shall be deemed to have been given or made when it is sent by certified mail to the Seller at General Services Administration, Real Estate Sales, 9DRF-10, 400 15th Street SW, Auburn, Washington 98001, or at such other address as the Seller may hereafter from time to time specify in writing for such purpose.

7. Time is of the essence of the Contract. If the Purchaser fails to make the payment upon the due date as hereinabove specified or fails to perform any of the covenants or agreements contained herein, when such failure continues to occur for 20 days after written notice thereof by the Seller to the Purchaser, the Purchaser shall be in default. However, if the nature of such default is such that the same cannot reasonably be cured within such 20 day period, the Purchaser shall not be deemed to be in default if the Purchaser shall within such period commence such cure and thereafter diligently prosecute the cure to completion in no more than 45 days from the Seller's written notice. If the Purchaser fails to pay or perform within the 45 day period, the Seller may, at its option upon ten (10) days written notice to the Purchaser, declare the termination of the Contract. In the event the Purchaser fails, within ten (10) days of Seller's notice of termination, to satisfy its purchase obligation pursuant to paragraph No. 1 of this Contract, Purchaser's downpayment and any accrued interest shall be taken as liquidated damages by the Seller.

8. Title to the Property or any part thereof shall not pass to the Purchaser and Seller shall not be under any obligation to deliver a deed until the entire purchase price has been paid in full and until all applicable terms and conditions of Contract have been fully performed. The purchaser will not be given possession of the Property until the purchase price is paid. The Seller shall maintain the property in good operating condition until conveyed to the Purchaser and shall not remove any equipment from the Property except to make replacements due to repairs.

9. The Purchaser warrants that no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the

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Purchaser for the purpose of securing business. For breach or violation of this warranty, the Seller shall have the right to annul this Contract without liability or in its discretion to require the Purchaser to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

10. No member of, or delegate to the Congress, or resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the Contract if made with a corporation for its general benefit.

11. After execution and acknowledgment by the Seller, this instrument shall be placed of record by the Seller in the manner prescribed by local recording statutes.

12. The Purchaser covenants for itself and its assigns and every successor in interest to the Property hereby conveyed, or any part thereof, that the Purchaser, its assigns and successors in interest shall not discriminate upon the basis of race, color, religion, sex, age, or national origin in the use, occupancy, sale or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises uses primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

13. With respect to the Property described in the Real Estate Contract, the deed will state that if at any time within a 5-year period from the date of the deed, the Purchaser, its successors or assigns shall sell or enter into agreements to sell or assign their interest in the Property, either as a single transaction or in a series of transactions, it is covenanted and agreed that all proceeds received or to be received in excess of the Purchaser's actual allowable costs will be remitted to the Seller. In the event of a sale of less than the entire Property, actual allowable costs will be apportioned to the Property based on a fair and reasonable determination by the Seller.

For purposes of this covenant, the Purchaser's allowable costs shall include the purchase price of acquiring this real Property and the direct costs actually incurred and paid for physical improvements on the subject Property for the following:

(a) Improvements on the Property which serve only that Property, including road construction, storm and sanitary sewer construction, other public facilities or utility construction, building rehabilitation and demolition, landscaping, grading and other site or public improvements; and

(b) Design and engineering services with respect to the improvements described in (a) above, provided, however, that none of these costs will be deductible if defrayed by Federal grants or if used as matching funds to secure Federal grants.

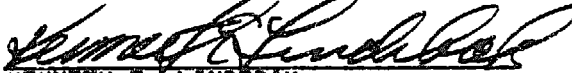
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The Seller may monitor the Property involved and inspect records related thereto to ensure compliance with the terms and conditions of this covenant and may take any actions which it deems reasonable and prudent to recover any excess profits realized through the resale of the property. This covenant shall run with the land for a period of 5 years from the Date of the Deed.

14. The unenforceability or invalidity of any one or more provisions, clauses, sentences and/or paragraphs of the Real Estate Contract shall not render any other provisions, clauses, sentences and/or paragraphs herein contained unenforceable or invalid. The failure of the Seller to insist in any one or more instances upon performance of any of the terms, covenants or conditions of this Contract shall not be construed as a waiver or a relinquishment of the future performance of any such term, covenant or condition, but the Purchaser's obligation with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of
January 15, 1993 (date), 1993.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services



KENNETH E. LINDEBAK
DIRECTOR, OFFICE OF REAL ESTATE SALES

PUBLIC UTILITY DISTRICT #1
LEWIS COUNTY, WASHINGTON

By 

LEONARD N. ALLEN
- PRESIDENT
BOARD OF COMMISSIONERS

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STATE OF WASHINGTON)
COUNTY OF KING)

On this 15th day of January, 199³2, before the undersigned, a Notary Public in and for the State of Washington, personally appeared KENNETH E. LINDEBAK, to me know to be the Director, Real Estate Sales Field Office, General Services Administration, and to me known to be the individual described in and who executed the foregoing instrument and who under oath stated that he was duly authorized, empowered, and delegated by the Administrator of General Services to execute the said instrument and acknowledged the foregoing instrument to be his free and voluntary act and deed, acting for and on behalf of the Administrator of General Services, acting for and on behalf of the United States of America, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Jamra A. Inman
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING IN AUBURN

COMMISSION EXPIRES 2/10/96

STATE OF WASHINGTON)
COUNTY OF LEWIS)

On this 7th day of December, 1992, before the undersigned, a Notary Public in and for the State of Washington, personally appeared LEONARD M. ALLEN, to me know to be the President, Board of Commissioners, Public Utility District No. 1 of Lewis County, and to me known to be the individual described in and who executed the foregoing instrument and who under oath stated that he was duly authorized, empowered, and delegated to execute the said instrument and acknowledged the foregoing instrument to be his free and voluntary act and acting for and on behalf of the Public Utility District No. 1 of Lewis County, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Catherine R. Bloomfield
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING IN Chelan

COMMISSION EXPIRES 8-17-95

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LEGAL DESCRIPTION

Silver Creek-Morton No. 1 69-kV Transmission Line and
a portion of the Mossy Rock-Morton (Operated as Silver Creek-Morton No. 1)
69-kV Transmission Line, Access Roads, and Anchor Easements

The disposal of these transmission lines consists of all land rights, and appurtenances associated with the lines. The survey lines cross over the N1/2SW1/4, the SE1/4SW1/4, the W1/2SE1/4, and the SE1/4SE1/4 of Section 17, the SW1/4SW1/4, Lot 7, Lot 8, Lot 5, and the E1/2SE1/4 of Section 16, the N1/2SW1/4, the SE1/4NW1/4, and the S1/2NE1/4 of Section 15, the S1/2N1/2 of Section 14, the NW1/4, the N1/2NE1/4 of Section 13, the SE1/4SW1/4, S1/2SE1/4 of Section 12, all in Township 12 North, Range 2 East; Part of Lot 4, part of Joseph L. Mitchell DLC No. 37, Lot 9, and the SE1/4SE1/4, of Section 7, SW1/4SW1/4, Lot 6, Lot 7 and Lot 8 of Section 8, NE1/4NE1/4 of Section 17, N1/2NW1/4 of Section 16, SE1/4SW1/4, SW1/4SE1/4, Lot 5, Lot 6, and Lot 4 of Section 9, Lot 1, S1/2NW1/4, W1/2NE1/4, NE1/4NE1/4 of Section 10, N1/2N1/2 of Section 11, N1/2N1/2 of Section 12, all in Township 12 North, Range 3 East; Part of Lot 1, NE1/4NW1/4, part of NW1/4NE1/4 of Section 7, Township 12 North, Range 4 East, all in the Willamette Meridian, in Lewis County, Washington.

The disposal begins as a 100-foot-wide right-of-way, with the boundaries of said right-of-way lying 50 feet on each side of and parallel with the survey line for the Silver Creek-Morton No. 1 transmission line. Said survey line is described with reference to the Washington Coordinate System, South Zone, and begins at transmission line survey station 20+68.0, a point on the southwesterly boundary line of the right-of-way for Primary State Highway No. 5 in said NW1/4SW1/4 of Section 17, Township 12 North, Range 2 East, which bears S.48°51'30"E., 1157.4 feet from the northwest corner of said NW1/4SW1/4, evidenced by 1/2-inch boiler tube (1961); thence along the survey line of the

Silver Creek-Morton No. 1 transmission line, N.39°13'20"E., 413.5 feet to survey station 24+81.5; thence S.65°19'40"E., 1183.3 feet to survey station 36+64.8 back equals 36+37.4 ahead; thence S.37°07'00"E., 714.9 feet to survey station 43+52.3; thence S.88°16'40"E., 2557.4 feet to survey station 69+09.7, a point in the East boundary line of said Section 17, which bears N.00°46'40"E., 1245.6 feet from the southeast corner thereof, evidenced by a 1-1/2" iron pipe (1961); thence continuing S.88°16'40"E., 1400.3 feet to survey station 83+10.0; thence S.89°37'50"E., 3195.5 feet to survey station 115+05.5 back equals 115+25.0 ahead; thence N.61°31'20"E., 735.3 feet to survey station 122+60.3, a point in the East boundary line of Section 16, Township 12 North, Range 2 East, which bears S.01°37'10"W., 969.2 feet from the East quarter corner of said Section 16, evidenced by a 4"x4" post (1961); thence continuing along said survey line N.61°31'20"E., 3727.6 feet to survey station 159+87.9; thence S.88°47'50"E., 8587.0 feet to survey station 245+74.9; thence N.4°10'30"E., 1650.1 feet to survey station 262+25.0; thence N.20°04'20"E., 207.2 feet to survey station 264+32.2, a point on the North boundary line of Section 13, Township 12 North, Range 2 East, which bears N.88°56'00"W., 1305.2 feet from the North quarter corner of said Section 13, evidenced by a stone (1947); thence continuing N.20°04'20"E., 44.9 feet to survey station 264+77.1, the terminus of the Silver Creek-Morton No. 1 transmission line survey which bears N.87°03'00"W., 1291.3 feet from said North quarter corner of Section 13, also being the terminus of the bearings and coordinates referenced to the Washington State Coordinate System, South Zone. The line then becomes Mossy Rock-Morton (operated as Silver Creek-Morton No. 1) transmission line, with the beginning of bearings

and coordinates referenced to a local coordinate system, and begins as a pole line easement at transmission line survey station 9+62.5 of said Mossy Rock-Morton transmission line, which equals survey station 1354+87.0 of the Chehalis-Mossy Rock transmission line. Said point being South, a distance of 31.7 feet and West, a distance of 1498.0 feet from the North quarter corner of said Section 13; thence N.88°49'E., a distance of 218.3 feet to survey station 11+80.8; thence N.88°02'E., a distance of 534.3 feet to survey station 17+15.1; thence N.88°58'E., 477.7 feet to survey station 21+92.8; thence N.89°34'E., 272.3 feet to survey station 24+65.1; thence S.89°57'E., 1977.4 feet to survey station 44+42.5; thence N.75°37'E., 729.7 feet to survey station 51+72.2, a point on the easterly boundary of said Section 12, Township 12 North, Range 2 East, which bears N.1°13'E., 184.7 feet from the southeast corner thereof; thence continuing N.75°37'E., 405.7 feet to survey station 55+77.9; thence N.77°07'E., 247.1 feet to survey station 58+25.0; thence N.80°46'E., 246.1 feet to survey station 60+71.1 back equals 60+75.0 ahead; thence S.84°49'E., 401.6 feet to survey station 64+76.6, a point in the centerline of a Lewis County Road (Harmony Road) which is located in Lot 4 of Section 7, Township 12 North, Range 3 East, and is the terminus of said pole line easement. Said point bears N.74°58'50"E., 1326.0 feet from the southwest corner of said Section 7. The original pole line easement appears to have been relocated from station 9+62.5 to station 11+80.8. Said Mossy Rock-Morton transmission line then becomes a 100-foot-wide right-of-way, with the boundary lines lying 50 feet on each side of and parallel with the continuing survey line for the Mossy Rock-Morton (operated as Silver Creek-Morton No. 1) transmission line and begins at said survey station 64+76.6 in the centerline

of Lewis County Road (Harmony Road); thence continuing S.84°49'E., 3421.0 feet to survey station 98+97.6; thence N.88°56'E., 3406.9 feet to survey station 133+04.5; thence S.89°10'E., 901.5 feet to survey station 142+06.0, a point on the easterly boundary of Lot 7, in Section 8, Township 12 North, Range 3 East, the terminus of said 100-foot-wide right-of-way, and the beginning of a pole line easement; thence S.89°10'E., 717.8 feet to survey station 149+23.8; thence S.81°28'E., a distance of 258.2 feet to survey station 151+82.0, a point on the South boundary line of said Section 8, which bears N.89°44'W., 334.5 feet from the southeast corner thereof, evidenced by a marked stone, said point being the terminus of the pole line easement and the beginning of a 100-foot-wide right-of-way with the boundary lines lying 50 feet on each side of and parallel with the continuing survey line; thence continuing S.81°28'E., 338.0 feet to survey station 155+20.0, a point on the easterly boundary of Section 17, Township 12 North, Range 3 East, which bears South, 48.6 feet from said southeast corner of Section 8; said point being also the terminus of bearings and coordinates referenced to a local coordinate system and the point of beginning of bearings and coordinates referenced to the Washington State Coordinate System, South Zone; thence continuing on a bearing of S.81°28'E., back equals S.80°02'00"E., ahead, a distance of 1910.0 feet to survey station 174+30.0; thence N.56°27'30"E., a distance of 4067.8 feet to survey station 214+97.8, a point on the East line of Section 9, Township 12 North, Range 3 East, which bears S.0°23'00"W., a distance of 487.9 feet from the East quarter corner of said Section 9, evidenced by a brass cap; thence continuing N.56°27'30"E., a distance of 2547.0 feet to a BPA monument at survey station 240+44.8 back equals 240+50.0 ahead; thence

N.65°09'30"E., a distance of 3478.7 feet to a BPA monument at survey station 275+28.7 back equals 279+85.6 ahead, in the NW1/4NW1/4 of Section 11, Township 12 North, Range 3 East; thence S.82°01'30"E., 4955.4 feet to survey station 329+41.0, a point on the easterly boundary line of said Section 11, which bears S.2°18'50"W., a distance of 488.1 feet from the northeast corner of said Section 11, evidenced by 1-1/2" iron pipe. Said point is the beginning of Tract No. MR-M-R-8, a fee-owned strip of land, to be described separately. The centerline continues from survey station 329+41.0, a point on the westerly boundary line of Section 12, Township 12 North, Range 3 East, S.82°01'30"E., a distance of 2655.0 feet to survey station 355+96.0, a point on the easterly boundary line of the N1/2NW1/4 of said Section 12, which bears S.1°22'10"W., a distance of 787.0 feet from the North quarter corner of said Section 12, evidenced by a brass cap, and the terminus of said fee-owned strip of land. Thence continuing from said survey station 355+96.0 with the 100-foot-wide right-of-way S.82°01'30"E., a distance of 2650.2 feet to survey station 382+46.2, a point on the easterly boundary line of said Section 12, which bears S.0°51'40"W., a distance of 1046.6 feet from the northeast corner of said Section 12, evidenced by a cedar post. Said point being the beginning of Tract No. MR-M-R-10, another fee-owned strip of land, to be described separately. The centerline continues from survey station 382+46.2, a point on the westerly boundary line of Section 7, Township 12 North, Range 4 East, S.82°01'30"E., a distance of 150.5 feet to survey station 383+96.7, a point on the northwesterly right-of-way line of the 100-foot-wide right-of-way easement of the original location for the Bonneville Power Administration Mossy Rock-Morton transmission line as described in an instrument recorded in

Volume 355, Page 340, Deed Records of said County, and the terminus of the fee-owned strip of land. The survey line continues S.82°01'30"E., from survey station 383+96.7, a distance of 24.6 feet to an iron pipe at survey station 384+21.3, in Lot 1 of said Section 7; thence N.86°40'00"E., a distance of 2420.7 feet to survey station 408+42.0, a point on the North-South quarter line of said Section 7, which bears S.0°38'20"W., a distance of 979.6 feet from the North quarter corner of said Section 7, evidenced by an iron pipe. Said survey station 408+42.0 being also the terminus of bearings and coordinates referenced to the Washington State Coordinate System, South Zone, and the point of beginning for bearings and coordinates referenced to a local coordinate system; thence continuing on a bearing of N.86°40'00"E., back equals N.85°14'00"E., ahead, a distance of 958.0 feet to structure 13/8 at survey station 418+00, a point in the NW1/4NE1/4 of Section 7, Township 12 North, Range 4 East, that bears S.47°05'49"E., 1321.9 feet from the North quarter corner of said Section 7, evidenced by an iron pipe. Said survey station 418+00 being the terminus of this disposal.

FEE-OWNED PARCELS

Tract No. MR-M-R-8:

A strip of land 100 feet wide, located in the NW1/4NW1/4 and NE1/4NW1/4 of Section 12, Township 12 North, Range 3 East, Willamette Meridian, Lewis County, Washington, lying 50 feet on each side of and parallel with the survey line of Mossy Rock-Morton (operated as Silver-Creek-Morton No. 1) transmission line. Said survey line is described as follows:

Beginning at survey station 329+41.0, a point on the westerly boundary line of said Section 12; said point being S.2°18'50"W., a distance of 488.1 feet from the northwest corner of Section 12; thence S.32°01'30"E., a distance of 2655.0 feet to survey station 355+96.0, a point on the easterly boundary line of the N1/2NW1/4 which bears S.1°22'10"W., a distance of 787.0 feet from the North quarter corner of said Section 12, evidenced by a brass cap.

Tract No. MR-M-R-10:

A strip of land, 100 feet wide, located in Lot 1, Section 7, Township 12 North, Range 3 East, Willamette Meridian, Lewis County, Washington, lying 50 feet on each side of and parallel to the survey line of the Mossy Rock-Morton (operated as Silver Creek-Morton No. 1) transmission line. Said survey line is described as follows:

Beginning at survey station 382+46.2, a point on the westerly boundary line of said Section 7, said point being S.0°51'40"W., a distance of 1046.6 feet from the northwest corner of Section 7; thence S.82°01'30"E., a distance of 150.5 feet to survey station 383+96.7, a point on the northwesterly right-of-way line of the 100-foot-wide right-of-way of the original location of the Mossy Rock-Morton transmission line, which point is N.82°01'30"W., 24.67 feet from an iron pipe at survey station 384+21.3 which bears S.8°22'46"E., 1082.2 feet from the northwest corner of said Section 7, evidenced by a cedar post, and as shown in an instrument recorded in Volume 355, Page 340, Deed Records of said County.

ANCHOR EASEMENTS

Tract No. SC-M-1AE:

Easement for six anchors with guys appurtenant to angle structure at survey station 24+81.5 in the NW1/4SW1/4 of Section 17, Township 12 North, Range 2 East, Willamette Meridian, in Lewis County, Washington,

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more fully described in Lewis County, Washington, Records, Volume 414, Page 490, under Auditor's File No. 626268, and as shown on BPA Drawing No. 117501.

Tract No. SC-M-R-7AE:

Easement for one anchor with guys appurtenant located at survey station 83+10.0 in Lot 7 of Section 16, Township 12 North, Range 2 East, Willamette Meridian, in Lewis County, Washington, more fully described in Lewis County, Washington, Records, in Volume 415, Page 455, under Auditor's File No. 628085, and as shown on BPA Drawing No. 117502.

Tract No. SC-M-R-12AE:

Easement for one anchor with guys appurtenant at survey station 103+81 located in Lot 8, Section 16, Township 12 North, Range 2 East, Willamette Meridian, Lewis County, Washington, more fully described in Lewis County, Washington, Records, Civil Case No. 2729, Declaration of Taking, filed July 27, 1961, in U.S. District Court, Western District of Washington, Southern Division, and as shown on BPA Drawing No. 117502.

Tract No. SC-M-R-12A-AE:

Easement for one anchor with guys appurtenant at survey station 103+81 located in Government Lot 5, Section 16, Township 12 North, Range 2 East, Willamette Meridian, Lewis County, Washington, more fully described in

Lewis County, Washington, Records, Case 2732, Declaration of Taking, filed August 22, 1961, U.S. District Court, Western District of Washington, Southern Division, and as shown on BPA Drawing No. 117502.

Tract No. MR-M-5AE:

Easement for one anchor with guys appurtenant at survey station 217+05 located in Lot 1, Section 10, Township 12 North, Range 3 East, Willamette Meridian, Lewis County, Washington, more fully described in Lewis County, Washington, Records, in Volume 440, Page 776, under Auditor's File No. 682831, and as shown on BPA Drawing No. 26874A.

The disposal of rights-of-way by recorded acquisition documents in a composite Deed Records Book and Page Numbers of County Records of Lewis County are as follows:

Silver Creek-Morton No. 1 Transmission Line

- A. Tract Nos. SC-M-R-12, SC-M-R-12AE and SC-M-R-13 were acquired by condemnation as Civil Case No. 2729, with the Declaration of Taking being dated July 27, 1961, in the District Court of the United States, Western District of Washington, Southern Division.
- B. Tract Nos. SC-M-R-12A and SC-M-R-12A-AE were acquired by condemnation as Civil Case No. 2732, with the Declaration of Taking being dated August 22, 1961, in the District Court of the United States, Western District of Washington, Southern Division.

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Right-of-Way

| <u>Tract</u> | <u>Book</u> | <u>Page</u> | <u>Auditor's File No.</u> |
|-----------------|--------------------|-------------|---------------------------|
| SC-M-1 | 414 | 490 | 626268 |
| SC-M-1AE | 414 | 490 | 626268 |
| SC-M-2 | 414 | 296 | 625734 |
| SC-M-2A | 414 | 487 | 626267 |
| SC-M-2B | 414 | 606 | 626735 |
| SC-M-3 | 414 | 296 | 625734 |
| SC-M-4 | 414 | 484 | 626266 |
| SC-M-5 | 417 | 185 | 630855 |
| SC-M-6 | 414 | 557 | 626538 |
| SC-M-AR-1-1 | 414 | 557 | 626538 |
| SC-M-R-7 | 415 | 455 | 628085 |
| SC-M-R-7AE | 415 | 455 | 628085 |
| SC-M-R-8 | 417 | 543 | 631972 |
| SC-M-R-9 | 415 | 455 | 628085 |
| SC-M-R-12 | See Item "A" above | | |
| SC-MR-12AE | See Item "A" above | | |
| SC-M-R-12A | See Item "B" above | | |
| SC-M-R-12A-AE | See Item "B" above | | |
| SC-M-R-13 | See Item "A" above | | |
| SC-M-R-15 | 415 | 478 | 628146 |
| SC-M-R-16 | 425 | 296 | 645540 |
| SC-M-17 | 417 | 19 | 630392 |
| SC-M-AR-3-1, P1 | 417 | 19 | 630392 |
| SC-M-AR-3-2 | 417 | 19 | 630392 |
| SC-M-18 | 416 | 217 | 629180 |
| SC-M-AR-3-1, P2 | 416 | 217 | 629180 |
| SC-M-18B | 416 | 168 | 629012 |
| SC-M-19 | 416 | 217 | 629180 |
| SC-M-20 | 414 | 494 | 629269 |
| SC-M-21 | 414 | 593 | 626680 |
| SC-M-22 | 414 | 593 | 626680 |
| SC-M-23 | 414 | 497 | 626270 |
| SC-M-24 | 414 | 478 | 626261 |
| SC-M-24B | 414 | 290 | 625732 |
| SC-M-26 | 414 | 293 | 625733 |
| SC-M-28 | 414 | 287 | 625734 |
| SC-M-29 | 414 | 481 | 626263 |

The total right-of-way length to be disposed is 4.6 miles.

The total access road length to be disposed is 2870 feet or 0.5 miles.

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1-15-93

Mossy Rock-Morton Line

Pole Line Easement

| <u>Tract</u> | <u>Book</u> | <u>Page</u> | <u>Auditor's File No.</u> |
|---------------|-------------|-------------|---------------------------|
| MR-M-1B | 321 | 531 | |
| MR-M-1C | 342 | 82 | 468082 |
| MR-M-2 | 324 | 407 | 434627 |
| MR-M-2A | 321 | 52 | 431026 |
| MR-M-3 | 342 | 82 | 468082 |
| MR-M-5 (Rev.) | 454 | 796 | 715865 |
| MR-M-12 | 319 | 567 | 428625 |

The total length of pole line easement to be disposed is 4943 feet or 0.9 mile.

Right-of-Way

| <u>Tract</u> | <u>Book</u> | <u>Page</u> | <u>Auditor's File No.</u> |
|-------------------|-------------|-------------|---------------------------|
| MR-M-6 | 319 | 163 | 427876 |
| MR-M-7 | 322 | 389 | 431974 |
| MR-M-8 | 319 | 167 | 427877 |
| MR-M-9 | 317 | 275 | 425605 |
| MR-M-10 | 319 | 159 | 427875 |
| MR-M-10A | 317 | 275 | 425605 |
| MR-M-10B-AE | 319 | 563 | 428624 |
| MR-M-11 | 360 | 576 | 513631 |
| MR-M-13 | 319 | 155 | 427874 |
| MR-M-14 | 317 | 279 | 425606 |
| MR-M-AR-1 | 317 | 279 | 425606 |
| MR-M-15 | 317 | 283 | |
| MR-M-AR-2, P1 | 317 | 283 | |
| MR-M-AR-2, P2 | 319 | 183 | 427881 |
| MR-M-R-1 | 439 | 235 | 678957 |
| MR-M-R-2 | 440 | 341 | 681591 |
| MR-M-R-3 | 440 | 475 | 681992 |
| MR-M-R-AR-4-1, P1 | 440 | 776 | 682831 |
| MR-M-R-AR-4-1, P2 | 440 | 776 | 682831 |
| MR-M-R-AR-4-2 | 440 | 776 | 682831 |
| MR-M-R-5 | 440 | 475 | 681992 |
| MR-M-2R-AR-4-2 | 16 | 882 | 733917 |
| MR-M-R-AR-5-1, P1 | 440 | 776 | 682831 |
| MR-M-R-AR-5-1, P3 | 440 | 776 | 682831 |
| MR-M-R-AR-5-2 | 440 | 776 | 682831 |
| MR-M-R-AR-5-3 | 440 | 776 | 682831 |
| MR-M-R-AR-5-4 | 440 | 776 | 682831 |
| MR-M-R-5AE | 440 | 776 | 682831 |
| MR-M-R-6 | 441 | 246 | 683705 |
| MR-M-R-AR-5-1, P2 | 441 | 246 | 683705 |
| MR-M-R-AR-5-5 | 441 | 246 | 683705 |

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1-15-93

| <u>Tract</u> | <u>Book</u> | <u>Page</u> | <u>Auditor's File No.</u> |
|-------------------|-------------|-------------|---------------------------|
| MR-M-R-7 | 441 | 246 | 683705 |
| MR-M-R-AR-5-1, P4 | 441 | 246 | 683705 |
| MR-M-R-AR-5-1, P5 | 441 | 246 | 683705 |
| MR-M-R-AR-6-1 | 441 | 246 | 683705 |
| MR-M-R-AR-6-2, P1 | 441 | 246 | 683705 |
| MR-M-R-AR-6-3 | 441 | 246 | 683705 |
| MR-M-R-AR-7-1, P2 | 441 | 246 | 683705 |
| MR-M-R-AR-7-1, P4 | 441 | 246 | 683705 |
| MR-M-R-8 (Fee) | 442 | 184 | 685790 |
| MR-M-R-AR-6-2, P2 | 442 | 184 | 685790 |
| MR-M-R-AR-7-1, P1 | 442 | 184 | 685790 |
| MR-M-R-AR-7-1, P3 | 442 | 184 | 685790 |
| MR-M-R-AR-7-2, P1 | 442 | 184 | 685790 |
| MR-M-R-AR-7-2, P2 | 441 | 105 | 683367 |
| MR-M-R-9 | 441 | 105 | 683367 |
| MR-M-R-10 (Fee) | 442 | 184 | 685790 |
| MR-M-AR-8-1 | 6 | 371 | 724049 |
| MR-M-27 | 355 | 340 | 500761 |
| Part MR-M-AR-12 | 355 | 340 | 500761 |
| Part of MR-M-28 | 317 | 321 | 425709 |

The total right-of-way length to be disposed of is 6.6 miles.

The total access road length to be disposed of is 6.5 miles.

The total combined miles of the Silver Creek-Morton transmission line and the Mossy Rock-Morton line right-of-way to be disposed of is 11.2 miles.

Total pole line easement on the Mossy Rock-Morton Line to be disposed of is 0.9 mile.

Total combined miles of access road of the Silver Creek-Morton transmission line and Mossy Rock-Morton line to be disposed of is 7.0 miles.

TRACTS

| | | | |
|-----------------|-----------------|-----------------|----------------|
| C-MR-13-ENC-32 | MR-M-4-A-2R1 | MR-M-8-A-29 | SC-M-3-AR-2 |
| C-MR-15-ENC-33 | MR-M-4-A-3R1 | MR-M-8-AR-1 | SC-M-4-A-18B |
| C-MR-15-GA-32A | MR-M-4-A-5R1 | MR-M-8-AR-1PA | SC-M-4-A-19 |
| C-MR-18-X-33A | MR-M-4-AR-1R1P2 | MR-M-8-AR-12P1 | SC-M-4-A-20 |
| C-MR-19-A-34 | MR-M-4-AR-2P1 | MR-M-8-AR-12P2 | SC-M-4-A-21 |
| C-MR-19-A-35 | MR-M-4-AR-2P2 | MR-M-8-AR-2 | SC-M-4-A-22 |
| C-MR-19-ENC-33B | MR-M-4-AR-2R1 | MR-M-8-AR-2R1 | SC-M-4-A-23 |
| C-MR-19-ENC-33C | MR-M-4-AR-2R2 | MR-M-8-AR-2R1PA | SC-M-4-X-18A |
| C-MR-20-A-37 | MR-M-4-AR-2R2PA | MR-M-9-A-30 | SC-M-5-A-24 |
| C-MR-20-ENC-36A | MR-M-4-AR-2R2PB | MR-M-9-A-31 | SC-M-5-A-24B |
| C-MR-20-X-36 | MR-M-4-AR-3 | MR-M-9-A-32 | SC-M-5-A-26 |
| C-MR-21-ENC-38 | MR-M-4-AR-4P1 | MR-M-9-A-33 | SC-M-5-A-28 |
| C-MR-22-A-39 | MR-M-4-AR-4P2 | MR-M-9-A-33R1 | SC-M-5-A-29 |
| C-MR-26-ENC-47A | MR-M-4-AR-4P3 | MR-M-9-AR-13 | SC-M-5-ENC-26A |
| MR-M-1-A-1B | MR-M-4-AR-5P1 | MR-M-9-X-30A | SC-M-5-X-24A |
| MR-M-1-A-1C | MR-M-4-AR-5P2 | MR-M-9-X-31A | SC-M-5-X-25A |
| MR-M-1-A-2 | MR-M-4-AR-5P3 | MRT-SCM-1-A-1 | |
| MR-M-1-A-2A | MR-M-4-AR-5P4 | MRT-SCM-1-X-1A | |
| MR-M-1-A-3 | MR-M-4-AR-5P5 | SC-M-1-A-1 | |
| MR-M-1-A-4 | MR-M-4-GA-5R1 | SC-M-1-A-2 | |
| MR-M-1-A-5 | MR-M-5-A-6R1 | SC-M-1-A-2A | |
| MR-M-1-A-5R1 | MR-M-5-AR-1R1P1 | SC-M-1-A-2B | |
| MR-M-1-X-1A | MR-M-5-AR-1R1P2 | SC-M-1-A-3 | |
| MR-M-10-A-34 | MR-M-5-AR-1R1P3 | SC-M-1-A-4 | |
| MR-M-10-A-35 | MR-M-5-AR-1R1P4 | SC-M-1-A-5 | |
| MR-M-10-A-36 | MR-M-5-AR-1R1P5 | SC-M-1-A-6 | |
| MR-M-10-A-37 | MR-M-5-AR-2R1 | SC-M-1-AR-1 | |
| MR-M-10-AR-14 | MR-M-5-AR-3R1 | SC-M-1-GA-1 | |
| MR-M-10-AR-15 | MR-M-5-AR-4R1 | SC-M-1-X-1A | |
| MR-M-11-A-38 | MR-M-5-AR-5R1 | SC-M-1-X-1B | |
| MR-M-11-A-39 | MR-M-5-AR-6P1 | SC-M-1-X-5A | |
| MR-M-11-A-39R1 | MR-M-5-AR-6P2 | SC-M-2-A-12 | |
| MR-M-11-A-39R1C | MR-M-5-AR-6P3 | SC-M-2-A-12R1 | |
| MR-M-11-A-40 | MR-M-5-AR-6R1PA | SC-M-2-A-12R1A | |
| MR-M-11-A-41 | MR-M-5-AR-7 | SC-M-2-A-13R1 | |
| MR-M-11-A-42 | MR-M-5-AR-8 | SC-M-2-A-15R1 | |
| MR-M-11-ENC-39A | MR-M-6-A-8R1 | SC-M-2-A-16R1 | |
| MR-M-11-X-37A | MR-M-6-AR-1R1 | SC-M-2-A-17 | |
| MR-M-11-X-42A | MR-M-6-AR-2R1P1 | SC-M-2-A-7R1 | |
| MR-M-2-A-10 | MR-M-6-AR-2R1P2 | SC-M-2-A-8R1 | |
| MR-M-2-A-10A | MR-M-6-AR-3R1 | SC-M-2-A-9R1 | |
| MR-M-2-A-11 | MR-M-6-AR-9 | SC-M-2-AR-1P1 | |
| MR-M-2-A-6 | MR-M-7-A-9R1 | SC-M-2-AR-1P2 | |
| MR-M-2-A-7 | MR-M-7-AR-1R1P1 | SC-M-2-AR-1P3 | |
| MR-M-2-A-8 | MR-M-7-AR-1R1P2 | SC-M-2-GA-12R1 | |
| MR-M-2-A-9 | MR-M-7-AR-1R1P3 | SC-M-2-GA-12R1A | |
| MR-M-2-GA-10B | MR-M-7-AR-1R1P4 | SC-M-2-GA-7 | |
| MR-M-2-X-5A | MR-M-7-AR-10P1 | SC-M-2-GA-7R1 | |
| MR-M-2-X-5C | MR-M-7-AR-10P2 | SC-M-2-X-13A | |
| MR-M-2-X-8A | MR-M-7-AR-11 | SC-M-2-X-16A | |
| MR-M-3-A-12 | MR-M-7-AR-2R1P1 | SC-M-2-X-9A | |
| MR-M-3-A-13 | MR-M-7-AR-2R1P2 | SC-M-2-X-9B | |
| MR-M-3-A-14 | MR-M-8-A-10R1 | SC-M-3-A-18 | |
| MR-M-3-AR-1 | MR-M-8-A-27 | SC-M-3-AR-1P1 | |
| MR-M-4-A-1R1 | MR-M-8-A-28 | SC-M-3-AR-1P2 | |
| MR-M-4-A-15 | | | |



Morton Substation
Case No. 890368

After recording, return to:

Consideration is \$60,000

QUITCLAIM DEED and BILL OF SALE

THIS DEED made this 5th day of October, 1998, between the UNITED STATES OF AMERICA, hereinafter called Grantor, and PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY (LEWIS) hereinafter called Grantee.

NOW THEREFORE, Grantor, hereby remises, releases, and quitclaims unto the Grantee, its successors and assigns, all Grantor's right, title, interest and claim in and to the Bonneville Power Administration's (BPA) Morton Substation Site (Substation) situated in the SE1/4NE1/4 of Section 3, Township 12 North, Range 4 East, Willamette Meridian, Lewis County, WA, described as follows:

A tract of land in the SE1/4NE1/4 of Section 3, Township 12 North, Range 4 East, Willamette Meridian, Lewis County, Washington, described as beginning at a point on the west line of the County Road along the east line of the said SE1/4NE1/4, said point being on the north boundary line of the Morton Cemetery Association property a distance of 418 feet north of the south line of the said SE1/4NE1/4 and 30 feet west of the east line of the said SE1/4NE1/4; thence west along the north line of the Cemetery and parallel with the south line of the said SE1/4NE1/4 a distance of 200 feet; thence north on a line parallel with the west line of the County Road a distance of 100 feet; thence east on a line parallel with the said south line of the SE1/4NE1/4 a distance of 200 feet to the west line of the County Road; thence south along the west line of the County Road a distance of 100 feet to the point of beginning.

Parcel # 29767-5-1

SUBJECT TO easements and reservations for public roads and highways, public utilities, railroads, pipelines and other encumbrances of record, and also existing easements, if any, not shown of record.

IN ADDITION, Grantor releases and conveys to Grantee the improvements located thereon and as described in the attached Exhibit A, incorporated herein by reference.

The true consideration for this conveyance is \$60,000.

1406261

Excise Tax Paid
Lewis County Treasurer
Date 10/13/98

IN WITNESS WHEREOF, the Grantor, by its duly authorized representative has executed this deed pursuant to the delegation of authority promulgated in by the Acts of August 20, 1937 (50 Stat. 732, 16 U.S.C. § 832a), as amended, and October 23, 1962 (76 Stat. 1129, 40 U.S.C. § 319) and regulations, and delegations of authority issued pursuant thereto the provisions of which have been met, having been determined that the conveyance is in the public interest and will not be adverse to the interests of the United States.

This instrument does not authorize use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county Planning Department to verify approved uses.

Dated at Portland, Oregon, this 5th day of October, 1998

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

for By Renee M. Ferrera
Manager, Real Property Services

On this day personally appeared before me Renee M. Ferrera, to me known to be the Acting Manager, Real Property Services, Bonneville Power Administration, who subscribed to and executed the within instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of October, 1998.

Sue Kinish
Notary Public for Oregon

(SEAL) My Commission expires: 12-8-98



Morton Substation
Case No. 890368

PUBLIC UTILITY DISTRICT NO. 1
OF LEWIS COUNTY

By: _____

On this day personally appeared before me _____, to me known to be
the _____, who subscribed to and
executed the within instrument and acknowledged that he signed the same as his free and
voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 19__.

Notary Public for Washington

(SEAL) My Commission expires: _____

EXHIBIT A
Morton Substation
Equipment to be Sold to Lewis County PUD #1

| Description | Quantity | BPA EQUIP. Numbers | Location | Year Installed |
|---|-----------|-----------------------|------------------|-------------------|
| Outdoor Equipment | | | | |
| Control House, Al Prefabricated, 10'x8' | 1 EA | | | 47 |
| Grounding System, 4/0 - 2/0 & Gnd Rods | 1300 LNFT | | | * |
| Station Service, Cabinet | 1 EA | | | 47 |
| Transformer, Power 8MVA, 69-12.5kV | 1 EA | T00765 | BK 1 | 56 |
| Transformer, Power 10MVA, 69-12.5kV | 1 EA | T01441 | BK 2 | 73 |
| Bus, Tubing | 300 LNFT | | | * |
| Cable & Control Wire, Outdoor - 600V | 1000 LNFT | | | * |
| Conduit, PVC 2" IPS | 600 LNFT | | | * |
| Current Transformer, 15kV | 3 EA | C04678,4679,4680 | Lewis Co PUD Fdr | 73 |
| Disconnect Sw., 15kV, Grp Op | 1 EA | D06600 | Lewis Co PUD | 70 |
| Disconnect Sw., 69kV, Grp Op | 1 EA | D00372 | Bk. 1 & 2 | 47 |
| Disconnect Sw., 15kV, Hook Op | 3 EA | D08551,8552,8553 | Bk. 2 | 73 |
| Disconnect Sw., 15kV, Hook Op | 3 EA | D08554,8555,8556 | Bk. 1 & 2 | 73 |
| | | D08557,8558,8559, | | |
| Disconnect Sw., 15kV, Hook Op | 6 EA | 8560,8561,8562 | | 73 |
| Disconnect Sw., 15kV, Hook Op, Voltage | 3 EA | D09209,9210,9211 | Volt Reg Bypass | 73 |
| Fuse Mount, 15kV w/Spare | 4 EA | F00798,799,800,801 | | 47 |
| Fuse Mount, 69kV Underhung, w/Spares | 3 EA | F03217,3218,3219 | | 73 |
| Insulator, Std Stacking, 115/230kV | 70 EA | | | * |
| Insulator, Std Stacking, 15kV | 30 EA | | | * |
| Rack, 6.9/13.8kV, 1 Bay | 1 EA | | | 47 |
| Rack, 6.9/13.8kV, 1 Bay | 3 EA | | | 47 |
| Strct/Tower, 66kV | 1 EA | | | 47 |
| Strct/Supports, 115kV, Bus Ped, 9' 7" | 6 EA | | | 47 |
| Strct/Supports, 69kV, Bus Ped, High 14' | 8 EA | | | 47 |
| Strct/Supports, Equip Ped, WF 8' | 3 EA | | | 47 |
| Surge Arresters, 69kV | 3 EA | A03757,3758,3759 | HS Bk. 1 & 2 | 73 |
| Surge Arresters, 15kV | 1 EA | A00072 | Lewis Co PUD | 53 |
| Surge Arresters, 15kV | 2 EA | A01966,1967 | Lewis Co. PUD | 65 |
| Surge Arresters, 15kV | 3 EA | A02210,2211,2212 | Bk. 1 | 56 |
| Surge Arresters, 15kV | 3 EA | A03706,3707,3708 | Bk. 2 | 70 |
| SWYD Lighting, HP Sodium, J-Box & Recpt | 4 EA | | | 47 |
| Indoor Equipment | | | | |
| SS Metering, Record VM & Panel Mtr | 1 EA | | | 47 |
| Site Development | | | | |
| Fence, 7' Fabric | 390 LNFT | | | 47 |
| Fence, Gates 4' | 1 EA | | | 47 |
| Fence, Gates 20' | 1 EA | | | 47 |

EXHIBIT A
Morton Substation
Equipment to be Sold to Lewis County PUD #1

| Description | Quantity | BPA EQUIP. Numbers | Location | Year Installed |
|-----------------------------|----------|-----------------------|----------|-------------------|
| Excavate/Grading | Site | | | 47 |
| Foundations, Concrete | 45 CUYD | | | * |
| Switchyard Rock | 120 CUYD | | | * |
| Oil Absorbent Building, 8x8 | 1 EA | | | 86 |
| Land | .46AC | | | |

Contract Ibp No. 1793
Supplement No. 1

SUPPLEMENTAL AGREEMENT

between

THE UNITED STATES OF AMERICA

DEPARTMENT OF THE INTERIOR

acting by and through the

BONNEVILLE POWER ADMINISTRATOR

and

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

(POLE LINE AGREEMENT)

THIS SUPPLEMENTAL AGREEMENT, executed on April 26, 1947, between the UNITED STATES OF AMERICA, hereinafter called "the Government," Department of the Interior, acting by and through the Bonneville Power Administrator, hereinafter called "the Administrator," and PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY, hereinafter called "the District," a public utility district organized and existing under and by virtue of the laws of the State of Washington.

W I T N E S S E T H:

WHEREAS, under date of October 4, 1940, the Government and the District entered into a Pole Line Agreement, Contract No. Ibp 1793, whereby the District would be permitted under the conditions set forth therein to make contacts on the poles of the Government's Chehalis-Mossy Rock line, and

WHEREAS, since said date the parties hereto have entered

into Contract No. Ibp 3548 for delivery of electric energy to the District and the Government is constructing a line for delivery of electric energy thereunder to the District at Morton, Washington, thereby requiring the extension of the Government's power line from Mossy Rock to Morton, and

WHEREAS, structures 2/10 to 3/13 of said Mossy Rock-Morton electric power transmission line of the Government will be single pole structures and will be placed on the private right-of-way of the Government adjacent to the North side of County Road No. 260 and in such close proximity thereto that the erection of said transmission line in accordance with the plans of the Government will prevent the operation and maintenance of another electric power transmission or distribution line along the North side of said County Road No. 260, and

WHEREAS, from Government structures 2/10 to 2/15 inclusive, the District now operates and maintains a power distribution line along the North side of said County Road and in the future may desire to extend said line beyond its present location and the construction of the Government's transmission line as desired by the Government will require the removal of the District's line and the surrender by the District of its present rights to operate and maintain said line or any extension thereof along said County Road, and

WHEREAS, it is to the advantage of the Government that the District remove its distribution line from its present

location along said County Road and surrender any rights it may have for the future extension thereof along said road and the District is willing to surrender said rights provided it is permitted to contact the Government poles free of charge, and

WHEREAS, the District's distribution line at this time needs new structures and the transfer by the District of its line to the Government structures will place no additional financial burden on the District.

NOW, THEREFORE, in consideration of the premises, it is mutually agreed by and between the parties hereto as follows:

1. Said Contract No. Tap 1793 of October 4, 1940, shall be and the same hereby is extended to cover all single pole structures of the Government's Mossey Rock-Morton electric power transmission line subject, however, to the following modifications thereof:

a. The District shall transfer its existing facilities from its structures on County Road No. 260 to Government's structures 2/10 to 2/15 inclusive, at its sole cost and expense and without cost to the Government.

b. In consideration of the surrender by the District of its right of location along said County Road No. 260, no charge shall be made for said

contacts nor for any contacts made by the District hereunder to any structure of the Government from structure 2/15 to and including structure 3/15 in the event of the extension by the District of its said distribution line.

2. Except as herein expressly modified, the terms and conditions of said Contract No. Ibp 1793 shall apply to all contacts that may be made by the District to Government structures on said Mossey Rock-Morton transmission line.

IN WITNESS WHEREOF the parties hereto have executed this supplemental agreement in quadruplicate, the said District by the signatures and attest of its duly authorized officers, the day and year first above written.

UNITED STATES OF AMERICA,
Department of the Interior,
acting by and through the
Bonneville Power Administrator

L. L. Marlett

Assistant Administrator

PUBLIC UTILITY DISTRICT NO. 1
OF LEWIS COUNTY

(SEAL)

By

L. E. Schwan

ATTEST:

[Signature]

K# 1793



CONTRACT FOR SALE
OF
PE ELL SUBSTATION
BETWEEN
BONNEVILLE POWER ADMINISTRATION
AND
PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

The UNITED STATES OF AMERICA, acting by and through the Administrator of the Bonneville Power Administration (BPA) under and pursuant to the powers and authority contained in applicable provisions of the Act of August 20, 1937, (50 Stat. 733, 16 U.S.C. §832a), as amended, and regulations and orders promulgated thereunder, for and in consideration of ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000), will grant, bargain, sell and convey to PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY (LEWIS) subject to the following conditions, all that equipment described in the attached Attachment 1 to Exhibit A, incorporated herein by reference, and approximately 2.2 acres of land, being the Pe Ell Substation located in Government Lot 5 of Section 3, Township 12 North, Range 5 West, Willamette Meridian, Lewis County, Washington. Equipment being retained by BPA is described in the attached Attachment 2 to Exhibit A, incorporated herein by reference. In addition, BPA will give LEWIS an option to offer to purchase land within the Morton Substation located in the Southeast 1/4 Northeast 1/4, Township 12 North, Range 4 East, Willamette Meridian, Lewis County, Washington. Tax Parcel Number 16385-1.

WHEREAS, LEWIS desires to purchase land and equipment, and continue to use such land and equipment in the operations of the Pe Ell Substation, and

WHEREAS, BPA desires to sell its ownership in the Pe Ell Substation (herein after Substation),

NOW THEREFORE, it is agreed that:

1. LEWIS will provide BPA a certified copy of resolution adopted by LEWIS's Board of Directors, or a certified copy of the Board of Commissioners meeting minutes, showing the Board of Commissioner's unqualified approval of and authority to execute this Contract.
2. Upon approval of this Contract by its board, LEWIS will remit to BPA \$105,000, which is the balance of the purchase price after crediting the \$5,000 that LEWIS paid to BPA with its application to purchase the Substation.

1383331
Escrow Tax Paid
Lewis County Treasurer
Date
4/1/98

3. Future Delivery Charges for the site will cease effective the first billing month after receipt by BPA of the balance of the purchase price and this Contract signed by LEWIS.
4. After receipt of the payment pursuant to paragraph 2, BPA will be obligated to give LEWIS forty-five (45) days written notice prior to placing for sale the real property upon which the Morton substation is now located. Upon receipt of such written notice, LEWIS may make an offer to purchase such real property. BPA shall have forty-five (45) days from receipt of Lewis' offer to accept or reject such offer in writing.
5. Upon receipt by BPA of this Contract signed by LEWIS and payment of the purchase price pursuant to paragraph 2, BPA deliver to LEWIS a Quitclaim Deed and Bill of Sale for the land and equipment in the Substation substantially in the form of Exhibit A, the time, date and place to be mutually agreed to by the parties. Simultaneously, LEWIS will deliver an Excise Tax Affidavit to BPA. Within thirty (30) days of delivery of the Quitclaim Deed and Bill of Sale, BPA will deliver to LEWIS all operations and maintenance manuals and warranties which are in BPA's possession and which pertain to the Substation.
6. LEWIS will record the Quitclaim Deed and Bill of Sale for the Substation within a reasonable time. BPA may record this contract.
7. BPA has completed further investigation of the site and collected soil samples at the Pe Ell substation (Phase II investigation). The purpose of the investigation is to document the baseline environmental conditions at the time of the sale of the property. The results of BPA's investigation are contained in Exhibit B, incorporated herein by reference. Based on the results of BPA's Phase II investigation, BPA did not perform any environmental remediation of the site, as none was necessary.
8. After the date the Quitclaim Deed and Bill of Sale is delivered to LEWIS, BPA will continue to be responsible to remediate the presence of any hazardous substance or petroleum products, or both, which is subsequently discovered at the Substation, that (a) exceed established statutory and regulatory cleanup action levels and (b) can be attributed to past BPA actions. The results contained in Exhibit B, BPA's Phase II investigation described in paragraph 7, will serve as the basis for determining the presence of any hazardous substance or petroleum products, or both, attributed to past BPA actions. The above referenced investigation shall not relieve BPA of its responsibilities for hazardous substances or petroleum products, or both, attributed to past BPA actions in areas not sampled during the investigation. BPA's continuing responsibility to remediate the presence of hazardous substance or petroleum products, or both associated with past BPA activities at the Substation will include any remedial actions required as a result of changes in statutory and regulatory clean up action levels for properties of similar use from those levels that were established at the time of transfer.

Pe Ell Substation
Case No. 960532
Page 2



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Page: 2 of 8
04/01/1998 03:41P
Lewis Co, WA



9. In undertaking any actions pursuant to paragraph 8, BPA will investigate and provide remediation only to the extent required by Federal, state, and local statutory and regulatory cleanup action levels in effect for properties of similar use at the time of the discovery or identification. Consultation and coordination with the State of Washington on the appropriate cleanup standards may be required, and if so, such consultation and coordination shall be the sole responsibility of BPA.

10. LEWIS, assumes, and will indemnify and hold BPA harmless against all environmental costs arising from (a) any activity of LEWIS at the Substation occurring prior to the date of the Quitclaim Deed and Bill of Sale is delivered to LEWIS, including properly identifying, handling, removing and disposing of hazardous materials or petroleum products, or both, at the Substation, and (b) any activity of LEWIS at the Substation occurring on or after such date, including properly identifying, handling, removing and disposing of hazardous materials or petroleum products, or both, at the Substation.

11. LEWIS shall not assume any responsibility for, and will not indemnify nor hold BPA harmless from any environmental costs arising from any activity of BPA which occurs at the Substation after the date BPA delivers the Quitclaim Deed and Bill of Sale to LEWIS.

12. Should LEWIS desire to change the land use from a substation to a use that requires greater environmental remediation than previously performed by BPA, then LEWIS shall notify BPA in writing of its desire prior to taking any actions. LEWIS shall promptly provide BPA with the results of any investigation or remediation activities associated with the change in land use. BPA, at its discretion, may be present during LEWIS's investigation or remediation activities.

13. If LEWIS should decide to change the land use from a substation to another use requiring greater environmental removal, cleanup and remediation than previously performed by BPA, then LEWIS, or its successors, shall be responsible and pay all costs connected with such investigation and remedial activities, including but not limited to all charges, taxes, fees, or fines that may be applicable to any such activities.

14. After payment of the purchase price, receipt by BPA of this Contract signed by LEWIS, and suspension or cessation of the Delivery Charge, LEWIS will be responsible for all electrical and phone service necessary for the operation of the Substation, and any transmission losses through the Substation transformer. The amount and means of charging for station electric service and transformer losses shall be agreed upon by BPA and LEWIS and shall be set forth in a separate agreement.

15. The conveyance document for Pe Ell Substation will contain a reservation to BPA, and its assigns, for a permanent 100-foot-wide easement to operate, maintain, repair, rebuild, upgrade and patrol the existing or future transmission line and access thereto. BPA shall reserve to itself, and its assigns, access to and for the operation, repair, and removal of its meter panel located within the Pe Ell Substation, and access to the Pe Ell Substation to perform subsequent remediation of hazardous materials and petroleum products as described in paragraphs 8 and 9.

16. BPA and LEWIS agree that all equipment transferred from BPA to LEWIS in the Pe Ell substation are fixtures, and the purchase price of the Pe Ell substation is allocated between real property and personal property as follows:

| | |
|-------------------|-------------|
| Real Property | - \$110,000 |
| Personal Property | - \$ -0- |

17. The terms and conditions of this contract are binding on all successors or assigns of the parties, and will survive the delivery of the Quitclaim Deed and Bill of Sale.

The above-described property was assigned for disposal pursuant to authority contained in the said Act of August 20, 1937, (50 Stat. 733, 16 U.S.C. §832a), as amended, and applicable orders and regulations promulgated thereunder.



3038699
Page: 4 of 8
04/01/1998 03:41P
Lewis Co, WA



IN WITNESS WHEREOF, Seller has caused this instrument to be executed as of
March 11, 1998.

UNITED STATES OF AMERICA
Bonneville Power Administration

By: John R. Cowger
John R. Cowger
Manager, Real Property Services

STATE OF OREGON)
) ss:
County of Multnomah)

On this day personally appeared before me John R. Cowger, to me known to be the Manager, Real Property Services, Bonneville Power Administration, who subscribed to and executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of March, 1998

Madonna M. Presley
Notary Public for Oregon

(SEAL) My Commission expires: Aug. 16, 1999



PUBLIC UTILITY DISTRICT NO. 1
OF LEWIS COUNTY



3038699
Page: 6 of 8
04/01/1998 03:41P
Lewis Co, WA

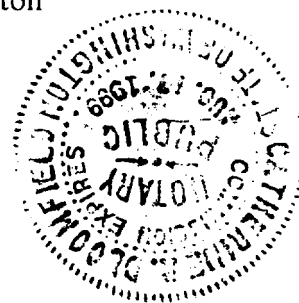
By: Gary H. Kalich
Gary H. Kalich
General Manager

STATE OF WASHINGTON)
) ss:
County of Lewis)

On this day personally appeared before me Gary H. Kalich, to me known to be the Manager, Public Utility District No. 1 of Lewis County, Washington, who subscribed to and executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31st day of March, 1998.
Catherine R. Bloomfield
Notary Public for Washington

(SEAL) My Commission expires: 8-17-99





Pe EII Substation Equipment List

| Description | Quantity | BPA EQUIP. Numbers | Location | Year Installed |
|--|-----------|----------------------------------|----------|----------------|
| Outdoor Equipment | | | | |
| Bus, Tubing | 225 LNFT | | | 55 |
| Cable & Control Wire, Outdoor - 600V | 2100 LNFT | | | 55 |
| w/HVAC | 1 EA | | | 55 |
| Conduit, 1.5" Steel | 160 LNFT | | | 55 |
| Conduit, PVC 2" IPS | 700 LNFT | | | 55 |
| Current Transformer, 15kV | 3 EA | C04696,698,699 | | 79 |
| Disconnect Sw.,15kV, Grp Op | 1 EA | D06069 | | 62 |
| Disconnect Sw.,15kV, Hook Op | 6 EA | D02278,279,280 D03243,244,245 | | 55 |
| Disconnect Sw.,115kV, Grp Op | 1 EA | D02702 | | 62 |
| Fuse Mount, 15kV w/Spare | 4 EA | F00299,F00764,F015 21,F01659 | | 55 |
| Fuse Mount, 115kV Underhung, w/Spares | 3 EA | F02123,124,125 | | 62 |
| Grounding System, 4/0 - 2/0 & Gnd Rods | 2000 LNFT | | | 55 |
| Insulator, Std Stacking, 115/230kV | 108 EA | | | 55 |
| Insulator, Std. Stacking, 15kV | 6 EA | | | 55 |
| OCB, 15kV, 1200 | 1 EA | O00820 | | 55 |
| Potential Transformer, 15kV, Bus PT | 3 EA | P01888,889,890 | | 55 |
| Rack,6.9/13/8kV, 1 Bay | 1 EA | | | 55 |
| Station Service, Cabinet | 1 EA | | | 55 |
| Strc/Supports, 115kV, Bus Ped, 17'-7" | 6 EA | | | 55 |
| Surge, Arresters 12kV | 3 EA | A01217,218,219 | | 71 |
| Recpt | 3 EA | | | 55 |
| 7.2/12.5kV | 1 EA | T00741 | | 55 |
| Transformer, SS 10kVA, 1PH | 1 EA | TS0531 | | 55 |
| Indoor Equipment | | | | |
| Battery, 125VDC, 50AH | 1 EA | B01649 | | 82 |
| Det. | 1 EA | B01629 | | 82 |
| Relays, Feeder Relay Pckg., 69kV & Below | 1 EA | | | 55 |
| Site Development | | | | |
| Excavate/Grading | Site | | | 55 |
| Fence, 7' Fabric | 580 LNFT | | | 55 |
| Fence, Gates 10' | 1 EA | | | 55 |
| Fence, Gates 20' | 1 EA | | | 55 |
| Foundations, Concrete | 30 CUYD | | | 55 |
| Drainage System | | | | 55 |
| Road Rock | 170 | | | 55 |
| Switchyard Rock | 250 CUYD | | | 55 |
| Substation Sign, Metal | 1 EA | | | 55 |
| Oil Absorbent Building, 8x8 | 1 EA | | | 86 |
| Land | 2.2 Acre | | | |



Pe Ell Substation Equipment List Equipment to be Retained by BPA

| Description | Quantity | BPA EQUIP. Numbers | Location | Year Installed |
|--|----------|--------------------|----------|----------------|
| Outdoor Equipment | | | | |
| Structure/Tower, 115kV Dead-end (D-92) | 1 EA | | | 55 |
| Disconnect Switch, 115kV, 600A | 1 EA | D05970 | | 62 |
| Indoor Equipment | | | | |
| Surge protection device for phone | 1 EA | | | * |
| Meters and Meter Panels | 1 EA | | | 85 * |



Tract No. PEEL-SS
Case No. 960532

After recording, return to:

Consideration is \$110,000

QUITCLAIM DEED and BILL OF SALE

THIS DEED made this 11 day of March, 1998, between the UNITED STATES OF AMERICA, hereinafter called Grantor, and the PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY (LEWIS), hereinafter called Grantee.

NOW THEREFORE, Grantor, hereby remises, releases, and quitclaims unto the Grantee, its successors and assigns, all Grantor's right, title, interest and claim in and to the Bonneville Power Administration's (BPA) Pe Ell Substation Site (Substation) situated in Government Lot 5 of Section 3, Township 12 North, Range 5 West, Willamette Meridian, Lewis County, Washington, described as follows:

A tract of land in Government Lot 5 of Section 3, Township 12 North, Range 5 West, Willamette Meridian, Lewis County, Washington, containing 2.2 acres, more or less, being the United States of America, Bonneville Power Administration's (BPA) Pe Ell Substation, particularly described as follows:

All that certain tract of land designated as Pe Ell Substation, Tract No. Pe Ell SS-1 as acquired by warranty deed, recorded March 20, 1955 in Volume 373, Page 625, records of said county. Tax Parcel Number 16385-1.

TOGETHER with a permanent easement and right-of-way approximately 100 feet in width, designated as Pe Ell Substation Site Access Road in an Access Road Easement recorded October 14, 1955 in Volume 377, Page 449, records of said county.

RESERVING unto BPA, its successors and assigns, a perpetual easement and right to enter and erect, operate, maintain, repair, rebuild, and patrol one or more electric power transmission lines and signal lines, poles, towers, wires, cables, and appliances necessary in connection therewith, in, upon, over, under, and across a strip of land 100 feet in width in Government Lot 5 of Section 3, Township 12 North, Range 5 West, Willamette Meridian, Lewis County, Washington, the boundaries of said strip lying 50 feet distant from, on each side of and parallel to the survey line of the Chehalis-Raymond Transmission Line as located and constructed on the ground over, across, upon and/or adjacent to the above described property, said survey line references the bearings of said tract Pe Ell SS-1, and is more particularly described as follows:

138334

Excise Tax Paid
Lewis County Treasurer

Date 4/1/98



Commencing at the Northwest corner of said Section 3; thence S.01°52'28"E. along the west line of said Section 3 a distance of 1079.3 feet to survey station 154+40.62, a point on the BPA Chehalis-Raymond Transmission Line survey line and the true point of beginning; thence N.86°22'46"E. along said survey line a distance of 338.9 feet more or less to survey station 157+79.51, a point on the east boundary line of Tract No. Pe Ell SS-1 and the terminus of this easement.

The above described easement contains 0.78 acre, more or less.

RESERVING TO the Bonneville Power Administration, its successors and assigns, the right to inspect, maintain, repair, and replace its revenue meters, positron, and telephone line in the substation control house, and access thereto.

RESERVING ALSO to Bonneville Power Administration, its successors and assigns, access to the Pe Ell Substation site in the event environmental remedial action is found to be necessary after the date of this instrument.

SUBJECT TO easements and reservations for public roads and highways, public utilities, railroads, pipelines and other encumbrances of record, and also existing easements, if any, not shown of record.

IN ADDITION, Grantor releases and conveys to Grantee the fixtures located thereon and as described in the attached Exhibit A, incorporated herein by reference.

The true consideration for this conveyance is \$110,000.00.

IN WITNESS WHEREOF, the Grantor, by its duly authorized representative has executed this deed pursuant to the delegation of authority promulgated in by the Acts of August 20, 1937 (50 Stat. 732, 16 U.S.C. § 832a), as amended, and October 23, 1962 (76 Stat. 1129, 40 U.S.C. § 319) and regulations, and delegations of authority issued pursuant thereto the provisions of which have been met, having been determined that the conveyance is in the public interest and will not be adverse to the interests of the United States.

This instrument does not authorize use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person



acquiring fee title to the property should check with the appropriate city or county Planning Department to verify approved uses.

Dated at Portland, Oregon, this 11 day of March, 1998

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

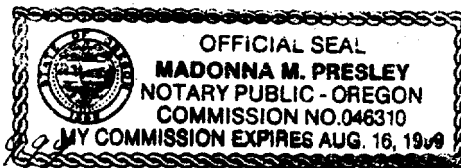
By John R. Cowger
Manager, Real Property Services

State of Oregon)
) ss.
County of Multnomah)

On this day personally appeared before me John R. Cowger, to me known to be the Manager, Real Property Services, Bonneville Power Administration, who subscribed to and executed the within instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of March, 1998

Madonna M. Presley
Notary Public for Oregon



(SEAL) My Commission expires: Aug. 16, 1999

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

By: Danny H. Falsh, its Manager



Pe EII Substation Equipment List

| Description | Quantity | BPA EQUIP. Numbers | Location | Year Installed |
|--|-----------|----------------------------------|----------|----------------|
| Outdoor Equipment | | | | |
| Bus, Tubing | 225 LNFT | | | 55 |
| Cable & Control Wire, Outdoor - 600V | 2100 LNFT | | | 55 |
| w/HVAC | 1 EA | | | 55 |
| Conduit, 1.5" Steel | 160 LNFT | | | 55 |
| Conduit, PVC 2" IPS | 700 LNFT | | | 55 |
| Current Transformer, 15kV | 3 EA | C04696,698,699 | | 79 |
| Disconnect Sw.,15kV, Grp Op | 1 EA | D06069 | | 62 |
| Disconnect Sw.,15kV, Hook Op | 6 EA | D02278,279,280 D03243,244,245 | | 55 |
| Disconnect Sw.,115kV, Grp Op | 1 EA | D02702 | | 62 |
| Fuse Mount, 15kV w/Spare | 4 EA | F00299,F00764,F015 21,F01659 | | 55 |
| Fuse Mount, 115kV Underhung, w/Spares | 3 EA | F02123,124,125 | | 62 |
| Grounding System, 4/0 - 2/0 & Gnd Rods | 2000 LNFT | | | 55 |
| Insulator, Std Stacking, 115/230kV | 108 EA | | | 55 |
| Insulator, Std. Stacking, 15kV | 6 EA | | | 55 |
| OCB, 15kV, 1200 | 1 EA | O00820 | | 55 |
| Potential Transformer, 15kV, Bus PT | 3 EA | P01888,889,890 | | 55 |
| Rack,6.9/13/8kV, 1 Bay | 1 EA | | | |
| Station Service, Cabinet | 1 EA | | | 55 |
| Strc/Supports, 115kV, Bus Ped, 17'-7" | 6 EA | | | 55 |
| Surge, Arresters 12kV | 3 EA | A01217,218,219 | | 71 |
| Recpt | 3 EA | | | 55 |
| 7.2/12.5kV | 1 EA | T00741 | | 55 |
| Transformer, SS 10kVA, 1PH | 1 EA | TS0531 | | 55 |
| Indoor Equipment | | | | |
| Battery, 125VDC, 50AH | 1 EA | B01649 | | 82 |
| Det. | 1 EA | B01629 | | 82 |
| Relays, Feeder Relay Pckg., 69kV & Below | 1 EA | | | 55 |
| Site Development | | | | |
| Excavate/Grading | Site | | | 55 |
| Fence, 7' Fabric | 580 LNFT | | | 55 |
| Fence, Gates 10' | 1 EA | | | 55 |
| Fence, Gates 20' | 1 EA | | | 55 |
| Foundations, Concrete | 30 CUYD | | | 55 |
| Drainage System | | | | 55 |
| Road Rock | 170 | | | 55 |
| Switchyard Rock | 250 CUYD | | | 55 |
| Substation Sign, Metal | 1 EA | | | 55 |
| Oil Absorbent Building, 8x8 | 1 EA | | | 86 |
| Land | 2.2 Acre | | | |



Pe EII Substation Equipment List Equipment to be Retained by BPA

| Description | Quantity | BPA EQUIP. Numbers | Location | Year Installed |
|--|----------|--------------------|----------|----------------|
| Outdoor Equipment | | | | |
| Structure/Tower, 115kV Dead-end (D-92) | 1 EA | | | 55 |
| Disconnect Switch, 115kV, 600A | 1 EA | D05970 | | 62 |
| Indoor Equipment | | | | |
| Surge protection device for phone | 1 EA | | | * |
| Meters and Meter Panels | 1 EA | | | 85 * |

PHASE II ENVIRONMENTAL SITE ASSESSMENT
for
BONNEVILLE POWER ADMINISTRATION
DELIVERY FACILITY SALES PROJECT

PE ELL SUBSTATION
PE ELL, WASHINGTON



Prepared by

PBS ENVIRONMENTAL
1220 S.W. Morrison St.
Portland, OR 97205
(503) 248-1939

PBS Project Number
12438.00

October 1997

Phase II Environmental Site Assessment
for
Bonneville Power Administration
Delivery Facility Sales Project

prepared for

Bonneville Power Administration

This report is for the exclusive use of Bonneville Power Administration and is not to be photographed, photocopied, or similarly reproduced in total or in part without the expressed written consent of the client.

Prepared by

PBS ENVIRONMENTAL
1220 S.W. Morrison St.
Suite 600
Portland, OR 97205

October 1997

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1.0 INTRODUCTION

PBS Environmental (PBS) completed a Phase II Environmental Site Assessment of the Pe Ell Electrical Substation (Purchase/Work Order # 97AP37840) in Pe Ell, Washington (Figure 1). The work was performed for Bonneville Power Administration (BPA) in accordance with the *Environmental Site Assessment for Bonneville Power Administration Delivery Facility Sales Project: Sampling & Analysis Plan*, dated May, 1997. The purpose of the study was to collect soil samples in areas of concern for laboratory analysis to document the baseline environmental conditions at the time of the sale of the property from the BPA.

This report summarizes the methods and results of the investigation, and presents PBS's conclusions based on the findings.

1.1 Site Description

The Pe Ell Substation is located approximately one mile south of the town of Pe Ell, Washington, adjacent to Marzell Muller Road (NW ¼, NW ¼, Section 3, T12N, R5W, Willamette Meridian). The substation was constructed in 1955 for BPA. The location of the site is indicated on Figure 1.

According to a Preliminary Environmental Disclosure Report completed for the Pe Ell Substation by BPA in December 1996, a power circuit breaker (#O-820) containing 36 gallons of mineral insulating oil was observed as having a small leak. The leak resulted in minor staining on the footing below the circuit breaker. The recorded PCB level for the circuit breaker was 6.0 ppm. No other evidence of leaks was identified in the report for the substation property. The report documents the presence of one power transformers (T-741) containing 5,163 gallons of mineral insulating oil and 1.0 ppm PCBs. The equipment documentation did not include equipment containing less than 100 gallons of oil.

2.0 SCOPE OF WORK

The scope of work completed by PBS consisted of the following elements:

- 1) **Visual Site Inspection.** A visual site inspection was performed to identify stains on soil, substation rock, concrete, and equipment. If stains were visually identified on substation rock, concrete, or equipment, the soil beneath the stained area was also to be visually inspected.
- 2) **Baseline Soil Sampling.** Baseline soil samples were collected from around oil-containing equipment with foundations and beneath racks with suspended oil-containing equipment. Samples were also to be collected from other areas of concern such as transformer storage areas, or areas bordering on privately owned substations. No such conditions were identified.

- 3) **Site Report.** A report was completed to document the site conditions at the time of the sale. Documentation of oil-filled equipment was to be completed for all equipment containing oil with >50 ppm PCBs. Previous testing of transformer T-741 and the circuit breakers by BPA indicated that none of the oils contain >50 ppm PCBs. Electrical equipment which had not been tested, but assumed to contain >50 ppm PCBs, consisted of three potential transformers and the station transformer.

3.0 FIELD METHODS

PBS Geologist Brett Danko was met at the site by Mark Hermeston, BPA. After a brief safety meeting, a visual site inspection was performed. The ground surface was inspected for evidence of oil releases. The entire ground surface within the substation boundaries was covered with crushed rock. Evidence of oil spillage was observed on the ground surface around the transformer and the circuit breakers. Leakage of oil was also observed on the transformer and circuit breakers. Photographs of the site conditions are presented in Appendix A.

All samples were collected with stainless steel sampling spoons and/or gloved hand and placed in laboratory-furnished 9-ounce soil jars. No field decontamination was performed on the site. All disposable sampling equipment was placed in a sealed plastic bag and transported to a BPA hazardous materials facility for disposal. The samples were placed in a chilled cooler and transported to North Creek Analytical Laboratory in Beaverton, Oregon, under chain of custody. The samples were analyzed within the recommended holding times.

3.1 Soil Sampling Around Transformers

Four sample locations were selected from around the transformer foundation. One sample was collected from the approximate center of each side approximately 0.5 foot from the foundation and from the zero to 0.5 foot interval beneath the substation rock for laboratory analysis by WTPH 418.1 and PCBs (EPA 8081).

Additional soil was collected from each sample location, disaggregated, and placed in a Ziploc bag. After a period of approximately 10 minutes, the sample headspace was screened for volatile organics using a Mini-RAE portable photoionization detector (PID). Slightly elevated PID readings were identified in the samples, ranging from 7.5 ppm up to 8.6 ppm. The highest reading was located near the transformer drain valve. The low PID readings were considered insignificant and most likely due to moisture or impurities in the plastic bags. However, as a conservative measure, an additional soil sample was collected from the area beneath the transformer drain valve for analysis for 1,1,1-trichloroethane (EPA 8240).

Pe Ell Substation

3.2 Soil Sampling Around Circuit Breaker

Three samples were collected from around the circuit breaker pad and one sample was collected beneath the potential transformers. The samples were collected in the same manner as performed around the foundation of transformer T-741. The samples were composited in the field and submitted for analysis for WTPH 418.1 and PCBs (EPA 8081). It was requested by Mark Hermeston that an additional soil sample be collected around the base of the circuit breaker pad and analyzed for 1,1,1-trichloroethane (EPA 8240).

4.0 FINDINGS

The laboratory results are presented in Table 1. Based on the supplied laboratory QC, the data are of known and acceptable quality. Two of the four soil samples collected around transformer T-741 contained oil ranging from 49.5 mg/kg to 86.6 mg/kg. No PCBs were detected in the samples collected around transformer. 1,1,1-Trichloroethane was not detected in the sample collected near the oil drain.

The composited soil samples collected around the circuit breakers and beneath the potential transformers contained 52.1 mg/kg oil. PCBs were detected in the same sample at a maximum concentration of 0.0617 mg/kg. 1,1,1-Trichloroethane was not detected in the additional sample that was collected around the circuit breaker pad.

5.0 SUMMARY AND CONCLUSIONS

Samples were collected of near-surface soils around oil-filled electrical equipment at the Pe Ell Substation and analyzed for Total Petroleum Hydrocarbons (TPH) and for PCBs. Selected samples were also analyzed for 1,1,1-trichloroethane (TCA). TPH and PCBs were detected in the composited soil sample from around the circuit breakers. Only TPH was detected in two samples around transformer T-741. No TCA was detected in the collected samples.

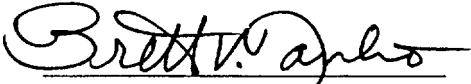
The detected concentrations of oil (TPH) in the samples are below the MTCA Method A industrial cleanup level of 2,000 mg/kg.

The current standard for cleanup of PCBs on industrial-zoned properties in Washington is between 1.0 ppm (MTCA Method A) and 17.0 ppm (MTCA Method C Industrial). Washington regulations allow cleanup of PCBs under different MTCA approaches based on the current and expected future land use. Since the PCB levels found at the Pe Ell Substation were below 1.0 ppm, no land use study was undertaken to determine a higher cleanup level.

6.0 LIMITATIONS

PBS has prepared this report for BPA. This report is the result of interpretation of subsurface conditions based on field observations and analytical data from the indicated explorations. This report should not be used for purposes other than which it was intended.

PBS ENVIRONMENTAL



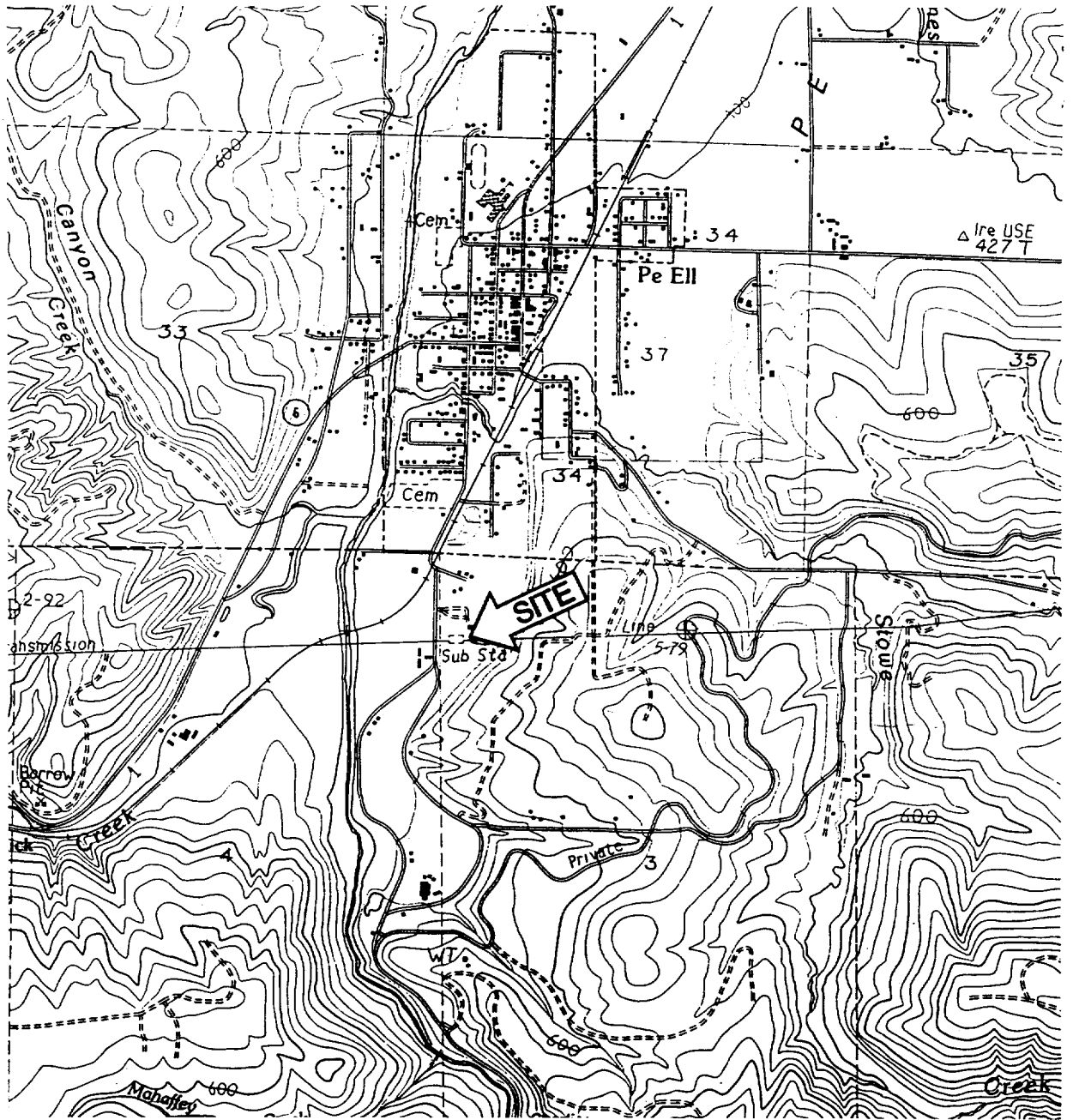
Brett V. Danko, R.G.
Project Geologist



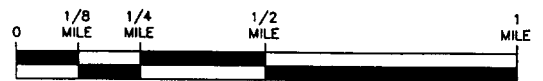
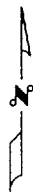
Erik Anderson, R.G.
Project Manager/Senior Geologist

PE ELL SUBSTATION

FIGURES



SITE
WASHINGTON



SOURCE: Pe Ell, WASHINGTON QUADRANGLE 1986.

PREPARED FOR:
BONNEVILLE POWER ADMINISTRATION

10/7/97 10:34 E:\V2\12438 Pe Ell\phase one.dwg

12438.00

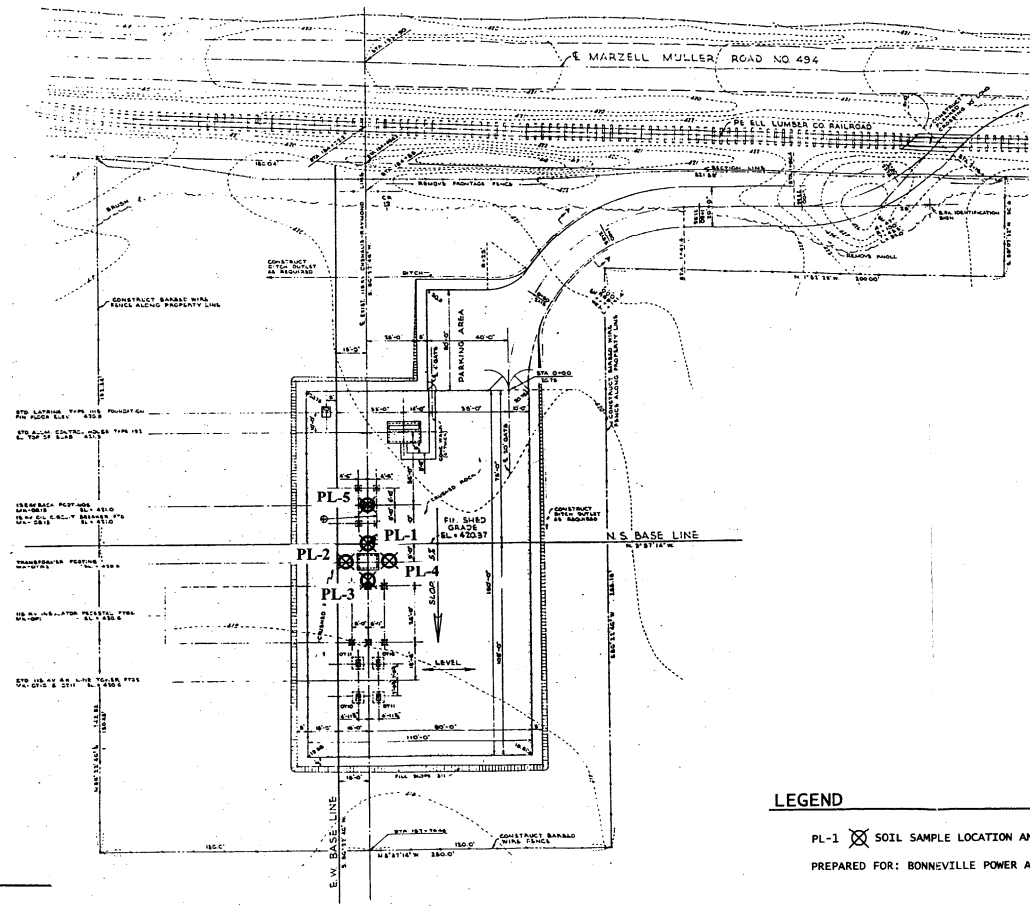
OCT 1997

SITE LOCATION MAP
BPA
PE ELL SUBSTATION
PE ELL, WASHINGTON



1220 SW MORRISON
PORTLAND, OREGON
97205
(503) 248-1939
FAX
(503) 248-0223

FIGURE 1



SITE PLAN
SCALE 1" = 50"

LEGEND
 PL-1 ⊗ SOIL SAMPLE LOCATION AND NUMBER
 PREPARED FOR: BONNEVILLE POWER ADMINISTRATION

PBS
 ENVIRONMENTAL
 1220 SW MORRISON
 PORTLAND, OREGON
 97205
 (503) 248-1939
 FAX
 (503) 248-0223

BONNEVILLE POWER ADMINISTRATION
PE ELL SUBSTATION
PE ELL, WASHINGTON

SITE PLAN
 SCALE: 1"=50'
 OCTOBER 1997
 12438.00
FIGURE 2

01/27/97 010 E:\ENVDRAW\PE ELL.DWG

TABLES

Table 1
Laboratory Results of Soil Sampling

| Analyte | Sample Number | | | | | Cleanup Levels |
|--|-------------------|---------|---------|---------|-----------------|---------------------------------------|
| | TRANSFORMER T-741 | | | | CIRCUIT BREAKER | |
| | PL-1 | PL-2 | PL-3 | PL-4 | PL-5 | |
| <u>Volatile Organics</u> (mg/kg) | | | | | | |
| 1,1,1-Trichloroethane | < 0.100 | --- | --- | --- | < 0.100 | 20 ⁽¹⁾ |
| <u>Petroleum Hydrocarbons</u> (mg/kg) | | | | | | |
| WTPH-418.1 | 86.6 | < 25.0 | 49.5 | < 25.0 | 52.1 | 2,000 ⁽¹⁾ |
| <u>PCBs</u> (mg/kg) | | | | | | |
| Aroclor 1016 | < 0.050 | < 0.050 | < 0.050 | < 0.050 | < 0.050 | 1.0-17.0 ⁽²⁾ (additive) |
| Aroclor 1221 | < 0.100 | < 0.100 | < 0.100 | < 0.100 | < 0.100 | |
| Aroclor 1232 | < 0.050 | < 0.050 | < 0.050 | < 0.050 | < 0.050 | |
| Aroclor 1242 | < 0.050 | < 0.050 | < 0.050 | < 0.050 | < 0.050 | |
| Aroclor 1248 | < 0.050 | < 0.050 | < 0.050 | < 0.050 | < 0.050 | |
| Aroclor 1254 | < 0.050 | < 0.050 | < 0.050 | < 0.050 | < 0.050 | |
| Aroclor 1260 | < 0.050 | < 0.050 | < 0.050 | < 0.050 | < 0.0617 | |

(1) Based on MTCA Method A Industrial Cleanup Level

(2) Based on MTCA Method A and Method C Cleanup Levels for industrial properties

---: sample not tested for particular analyte



PE ELL SUBSTATION

**APPENDIX A
PROJECT PHOTOGRAPHS**

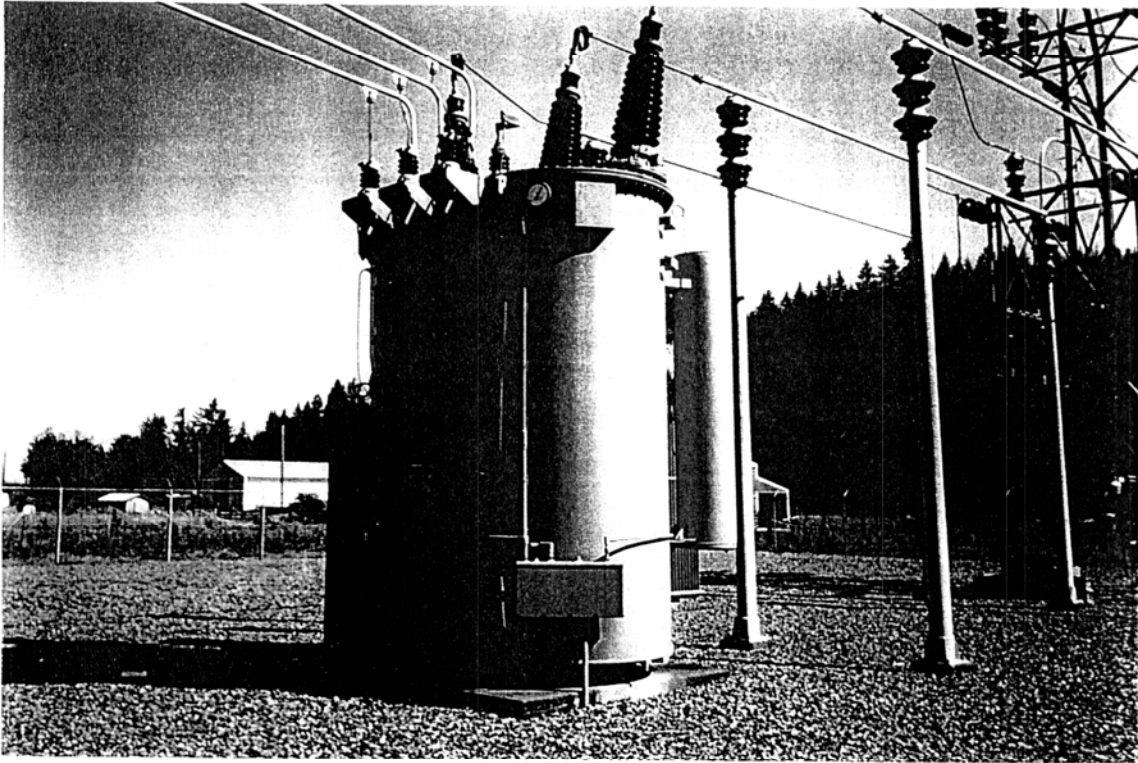


PHOTO 1: VIEW OF POWER TRANSFORMER #T-741. VIEW IS TOWARDS THE NORTHEAST.

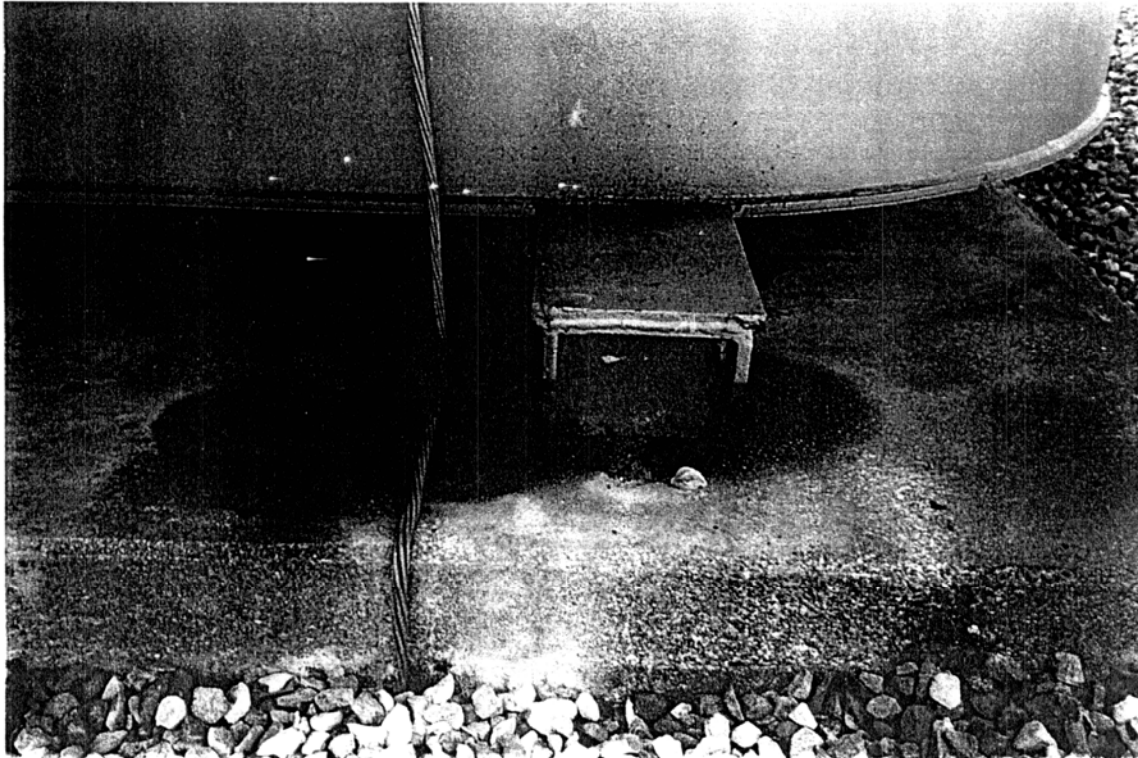


PHOTO 2: VIEW OF OIL LEAKAGE ON TRANSFORMER #T-741 SUPPORT PAD.

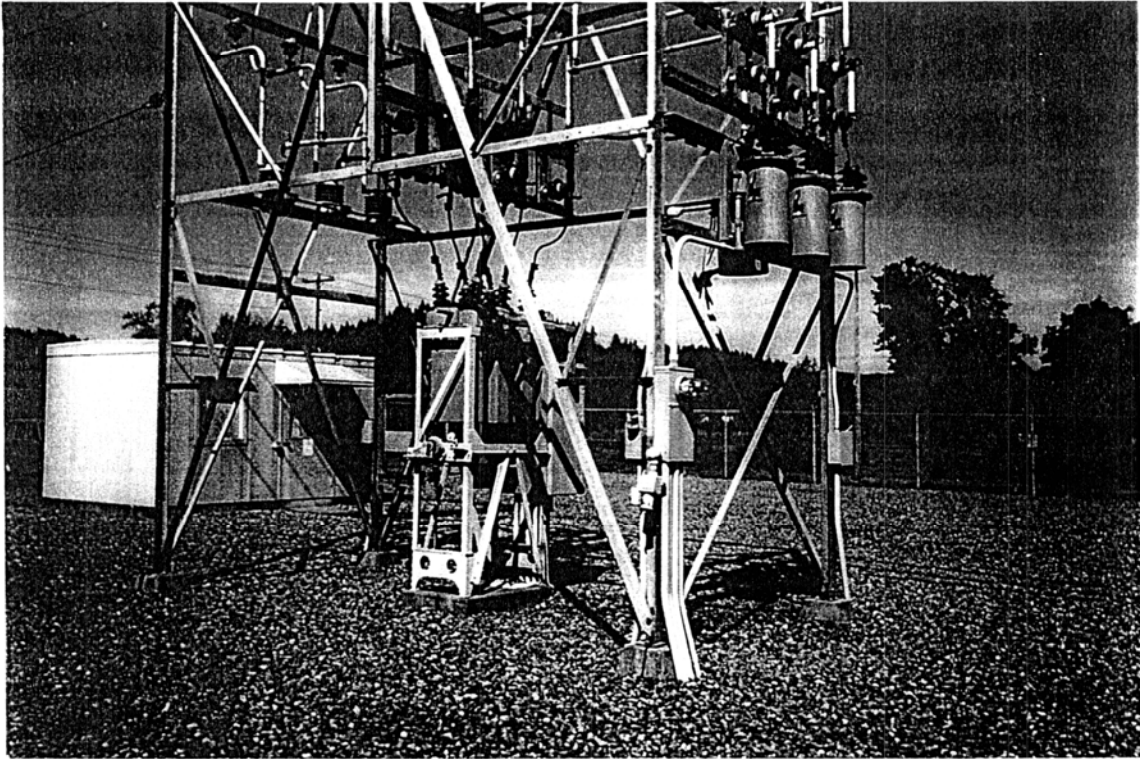


PHOTO 3: VIEW OF CIRCUIT BREAKER BANK CONNECTED TO POWER TRANSFORMER #T-741
VIEW IS TOWARDS THE NORTHWEST.

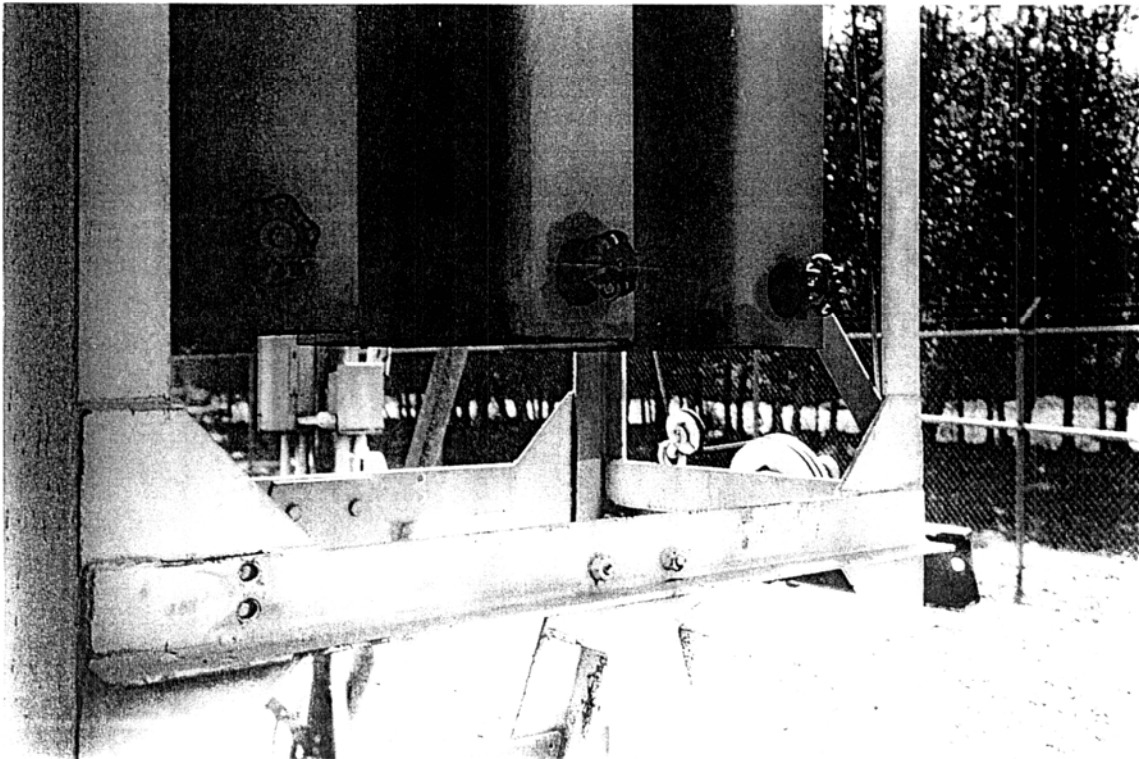


PHOTO 4: VIEW OF OIL LEAKAGE AROUND VALVE HANDLES OF CIRCUIT BREAKERS.



PE ELL SUBSTATION

APPENDIX B
LABORATORY REPORTS AND SAMPLE CHAIN-OF-CUSTODY



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| | | |
|---|---|--|
| PBS Environmental 1220 SW Morrison Portland, OR 97205 | Project: Pe Ell Substation Project Number: 12438.00 Project Manager: Brett V. Danko | Sampled: 9/9/97 Received: 9/9/97 Reported: 10/2/97 11:51 |
|---|---|--|

ANALYTICAL REPORT FOR SAMPLES:

| Sample Description | Laboratory Sample Number | Sample Matrix | Date Sampled |
|--------------------|--------------------------|---------------|--------------|
| PL-1 | P709155-01 | Soil | 9/9/97 |
| PL-2 | P709155-02 | Soil | 9/9/97 |
| PL-3 | P709155-03 | Soil | 9/9/97 |
| PL-4 | P709155-04 | Soil | 9/9/97 |
| PL-5 | P709155-05 | Soil | 9/9/97 |

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The results in this report apply to the samples analyzed in accordance with the chain of custody document.

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| | | |
|---|---|--|
| PBS Environmental 1220 SW Morrison Portland, OR 97205 | Project: Pe Ell Substation Project Number: 12438.00 Project Manager: Brett V. Danko | Sampled: 9/9/97 Received: 9/9/97 Reported: 10/2/97 11:51 |
|---|---|--|

Heavy Oil Range Hydrocarbons per WTPH-418.1 North Creek Analytical - Portland

| Analyte | Batch Number | Date Prepared | Date Analyzed | Specific Method | Reporting Limit | Result | Units | Notes* |
|-----------------------------------|--------------|---------------|---------------|---------------------------------|-----------------|--------|-------------|--------|
| <u>PL-1</u> | | | | | | | <u>Soil</u> | |
| Petroleum Oil Hydrocarbons | 0970231 | 9/10/97 | 9/10/97 | <u>P709155-01</u> WTPH-418.1 | 25.0 | 86.6 | mg/kg dry | |
| <u>PL-2</u> | | | | | | | <u>Soil</u> | |
| Petroleum Oil Hydrocarbons | 0970231 | 9/10/97 | 9/10/97 | <u>P709155-02</u> WTPH-418.1 | 25.0 | ND | mg/kg dry | |
| <u>PL-3</u> | | | | | | | <u>Soil</u> | |
| Petroleum Oil Hydrocarbons | 0970231 | 9/10/97 | 9/10/97 | <u>P709155-03</u> WTPH-418.1 | 25.0 | 49.5 | mg/kg dry | |
| <u>PL-4</u> | | | | | | | <u>Soil</u> | |
| Petroleum Oil Hydrocarbons | 0970231 | 9/10/97 | 9/10/97 | <u>P709155-04</u> WTPH-418.1 | 25.0 | ND | mg/kg dry | |
| <u>PL-5</u> | | | | | | | <u>Soil</u> | |
| Petroleum Oil Hydrocarbons | 0970231 | 9/10/97 | 9/10/97 | <u>P709155-05</u> WTPH-418.1 | 25.0 | 52.1 | mg/kg dry | |

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*Refer to end of report for text of notes and definitions.


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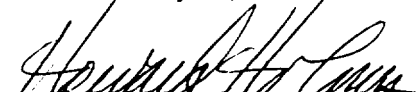
| | | |
|---|---|--|
| PBS Environmental 1220 SW Morrison Portland, OR 97205 | Project: Pe Ell Substation Project Number: 12438.00 Project Manager: Brett V. Danko | Sampled: 9/9/97 Received: 9/9/97 Reported: 10/2/97 11:51 |
|---|---|--|

Polychlorinated Biphenyls per EPA Method 8081 North Creek Analytical - Portland

| Analyte | Batch Number | Date Prepared | Date Analyzed | Surrogate Limits | Reporting Limit | Result | Units | Notes* |
|---|--------------|---------------|---------------|--------------------------|-----------------|--------|--------------------|--------|
| | | | | <u>P709155-01</u> | | | <u>Soil</u> | |
| Aroclor 1016 | 0970284 | 9/12/97 | 9/12/97 | | 50.0 | ND | ug/kg dry | |
| Aroclor 1221 | " | " | " | | 100 | ND | " | |
| Aroclor 1232 | " | " | " | | 50.0 | ND | " | |
| Aroclor 1242 | " | " | " | | 50.0 | ND | " | |
| Aroclor 1248 | " | " | " | | 50.0 | ND | " | |
| Aroclor 1254 | " | " | " | | 50.0 | ND | " | |
| Aroclor 1260 | " | " | " | | 50.0 | ND | " | |
| Surrogate: 2,4,5,6-Tetrachloro-m-xylene | " | " | " | 74.0-129 | | 79.5 | % | |
| Surrogate: Decachlorobiphenyl | " | " | " | 66.0-142 | | 103 | " | |
| | | | | <u>P709155-02</u> | | | <u>Soil</u> | |
| Aroclor 1016 | 0970284 | 9/12/97 | 9/13/97 | | 50.0 | ND | ug/kg dry | |
| Aroclor 1221 | " | " | " | | 100 | ND | " | |
| Aroclor 1232 | " | " | " | | 50.0 | ND | " | |
| Aroclor 1242 | " | " | " | | 50.0 | ND | " | |
| Aroclor 1248 | " | " | " | | 50.0 | ND | " | |
| Aroclor 1254 | " | " | " | | 50.0 | ND | " | |
| Aroclor 1260 | " | " | " | | 50.0 | ND | " | |
| Surrogate: 2,4,5,6-Tetrachloro-m-xylene | " | " | " | 74.0-129 | | 88.9 | % | |
| Surrogate: Decachlorobiphenyl | " | " | " | 66.0-142 | | 98.6 | " | |
| | | | | <u>P709155-03</u> | | | <u>Soil</u> | |
| Aroclor 1016 | 0970284 | 9/12/97 | 9/17/97 | | 50.0 | ND | ug/kg dry | |
| Aroclor 1221 | " | " | " | | 100 | ND | " | |
| Aroclor 1232 | " | " | " | | 50.0 | ND | " | |
| Aroclor 1242 | " | " | " | | 50.0 | ND | " | |
| Aroclor 1248 | " | " | " | | 50.0 | ND | " | |
| Aroclor 1254 | " | " | " | | 50.0 | ND | " | |
| Aroclor 1260 | " | " | " | | 50.0 | ND | " | |
| Surrogate: 2,4,5,6-Tetrachloro-m-xylene | " | " | " | 74.0-129 | | 105 | % | |
| Surrogate: Decachlorobiphenyl | " | " | " | 66.0-142 | | 94.1 | " | |
| | | | | <u>P709155-04</u> | | | <u>Soil</u> | |
| Aroclor 1016 | 0970284 | 9/12/97 | 9/17/97 | | 50.0 | ND | ug/kg dry | |
| Aroclor 1221 | " | " | " | | 100 | ND | " | |
| Aroclor 1232 | " | " | " | | 50.0 | ND | " | |
| Aroclor 1242 | " | " | " | | 50.0 | ND | " | |
| Aroclor 1248 | " | " | " | | 50.0 | ND | " | |

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*Refer to end of report for text of notes and definitions.


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| | | |
|---|---|--|
| PBS Environmental 1220 SW Morrison Portland, OR 97205 | Project: Pe EII Substation Project Number: 12438.00 Project Manager: Brett V. Danko | Sampled: 9/9/97 Received: 9/9/97 Reported: 10/2/97 11:51 |
|---|---|--|

Polychlorinated Biphenyls per EPA Method 8081
North Creek Analytical - Portland

| Analyte | Batch Number | Date Prepared | Date Analyzed | Surrogate Limits | Reporting Limit | Result | Units | Notes* |
|---|--------------|---------------|---------------|-------------------|-----------------|--------|-------------|--------|
| PL-4 (continued) | | | | P709155-04 | | | Soil | |
| Aroclor 1254 | 0970284 | 9/12/97 | 9/17/97 | | 50.0 | ND | ug/kg dry | |
| Aroclor 1260 | " | " | " | | 50.0 | ND | " | |
| Surrogate: 2,4,5,6-Tetrachloro-m-xylene | " | " | " | 74.0-129 | | 102 | % | |
| Surrogate: Decachlorobiphenyl | " | " | " | 66.0-142 | | 91.4 | " | |
| PL-5 | | | | P709155-05 | | | Soil | |
| Aroclor 1016 | 0970284 | 9/12/97 | 9/17/97 | | 50.0 | ND | ug/kg dry | |
| Aroclor 1221 | " | " | " | | 100 | ND | " | |
| Aroclor 1232 | " | " | " | | 50.0 | ND | " | |
| Aroclor 1242 | " | " | " | | 50.0 | ND | " | |
| Aroclor 1248 | " | " | " | | 50.0 | ND | " | |
| Aroclor 1254 | " | " | " | | 50.0 | ND | " | |
| Aroclor 1260 | " | " | " | | 50.0 | 61.7 | " | |
| Surrogate: 2,4,5,6-Tetrachloro-m-xylene | " | " | " | 74.0-129 | | 103 | % | |
| Surrogate: Decachlorobiphenyl | " | " | " | 66.0-142 | | 93.0 | " | |

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| | | |
|---|---|--|
| PBS Environmental 1220 SW Morrison Portland, OR 97205 | Project: Pe Ell Substation Project Number: 12438.00 Project Manager: Brett V. Danko | Sampled: 9/9/97 Received: 9/9/97 Reported: 10/2/97 11:51 |
|---|---|--|

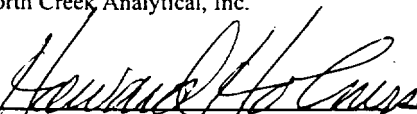
Volatile Organic Compounds per EPA Method 8240B
North Creek Analytical - Portland

| Analyte | Batch Number | Date Prepared | Date Analyzed | Surrogate Limits | Reporting Limit | Result | Units | Notes* |
|---------------------------------|--------------|---------------|---------------|-------------------|-----------------|--------|-------------|--------|
| PL-1 | | | | P709155-01 | | | Soil | |
| 1,1,1-Trichloroethane | 0970587 | 9/19/97 | 9/22/97 | | 100 | ND | ug/kg dry | |
| Surrogate: 4-BFB | " | " | " | 65.0-130 | | 128 | % | |
| Surrogate: Dibromofluoromethane | " | " | " | 65.0-130 | | 128 | " | |
| Surrogate: Toluene-d8 | " | " | " | 65.0-130 | | 97.4 | " | |

| | | | | | | | | |
|---------------------------------|---------|---------|---------|-------------------|-----|------|-------------|--|
| PL-5 | | | | P709155-05 | | | Soil | |
| 1,1,1-Trichloroethane | 0970587 | 9/19/97 | 9/22/97 | | 100 | ND | ug/kg dry | |
| Surrogate: 4-BFB | " | " | " | 65.0-130 | | 126 | % | |
| Surrogate: Dibromofluoromethane | " | " | " | 65.0-130 | | 118 | " | |
| Surrogate: Toluene-d8 | " | " | " | 65.0-130 | | 99.3 | " | |

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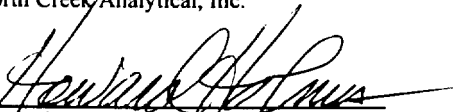
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SPOKANE ■ (509) 924-9200 ■ FAX 924-9290
PORTLAND ■ (503) 643-9200 ■ FAX 644-2202

| | | |
|---|---|--|
| PBS Environmental 1220 SW Morrison Portland, OR 97205 | Project: Pe Ell Substation Project Number: 12438.00 Project Manager: Brett V. Danko | Sampled: 9/9/97 Received: 9/9/97 Reported: 10/2/97 11:51 |
|---|---|--|

**Dry Weight Determination
North Creek Analytical - Portland**

| Sample Name | Lab ID | Matrix | Result | Units |
|-------------|------------|--------|--------|-------|
| PL-1 | P709155-01 | Soil | 91.2 | % |
| PL-2 | P709155-02 | Soil | 90.1 | % |
| PL-3 | P709155-03 | Soil | 84.8 | % |
| PL-4 | P709155-04 | Soil | 89.8 | % |
| PL-5 | P709155-05 | Soil | 89.1 | % |

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| | | |
|---|---|--|
| PBS Environmental 1220 SW Morrison Portland, OR 97205 | Project: Pe Ell Substation Project Number: 12438.00 Project Manager: Brett V. Danko | Sampled: 9/9/97 Received: 9/9/97 Reported: 10/2/97 11:51 |
|---|---|--|

Heavy Oil Range Hydrocarbons per WTPH-418.1/Quality Control
North Creek Analytical - Portland

| Analyte | Date Analyzed | Spike Level | Sample Result | QC Result | Units | Reporting Limit Recov. Limits | Recov. % | RPD Limit | RPD % | Notes* |
|--|--------------------------------|-------------|-------------------------------|-----------|--|----------------------------------|----------|-----------|-------|--------|
| Batch: 0970231 | | | Date Prepared: 9/10/97 | | Extraction Method: TPH Freon Extraction | | | | | |
| Blank Petroleum Oil Hydrocarbons | 0970231-BLK1 9/10/97 | | | | ND | mg/kg dry | 25.0 | | | |
| LCS Petroleum Oil Hydrocarbons | 0970231-BS1 9/10/97 | 250 | | | 285 | mg/kg dry | 50.0-150 | 114 | | |
| Duplicate Petroleum Oil Hydrocarbons | 0970231-DUP1 9/10/97 | | P709046-04 ND | | ND | mg/kg dry | | | 50.0 | |

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| | | |
|---|---|--|
| PBS Environmental 1220 SW Morrison Portland, OR 97205 | Project: Pe Ell Substation Project Number: 12438.00 Project Manager: Brett V. Danko | Sampled: 9/9/97 Received: 9/9/97 Reported: 10/2/97 11:51 |
|---|---|--|

Polychlorinated Biphenyls per EPA Method 8081/Quality Control
North Creek Analytical - Portland

| Analyte | Date Analyzed | Spike Level | Sample Result | QC Result | Units | Reporting Limit Recov. Limits | Recov. % | RPD Limit | RPD % | Notes* |
|---|---------------|-------------------------------|---------------|------------------------------------|-----------|----------------------------------|----------|-----------|-------|--------|
| Batch: 0970284 | | Date Prepared: 9/12/97 | | Extraction Method: EPA 3550 | | | | | | |
| Blank | | 0970284-BLK1 | | | | | | | | |
| Aroclor 1016 | 9/12/97 | | | ND | ug/kg dry | 50.0 | | | | |
| Aroclor 1221 | " | | | ND | " | 100 | | | | |
| Aroclor 1232 | " | | | ND | " | 50.0 | | | | |
| Aroclor 1242 | " | | | ND | " | 50.0 | | | | |
| Aroclor 1248 | " | | | ND | " | 50.0 | | | | |
| Aroclor 1254 | " | | | ND | " | 50.0 | | | | |
| Aroclor 1260 | " | | | ND | " | 50.0 | | | | |
| Surrogate: 2,4,5,6-Tetrachloro-m-xylene | " | 33.3 | | 31.4 | " | 74.0-129 | 94.3 | | | |
| Surrogate: Decachlorobiphenyl | " | 33.3 | | 36.0 | " | 66.0-142 | 108 | | | |
| LCS | | 0970284-BS1 | | | | | | | | |
| Aroclor 1016 | 9/12/97 | 320 | | 295 | ug/kg dry | 60.0-135 | 92.2 | | | |
| Aroclor 1260 | " | 333 | | 317 | " | 62.0-147 | 95.2 | | | |
| Surrogate: 2,4,5,6-Tetrachloro-m-xylene | " | 33.3 | | 30.8 | " | 74.0-129 | 92.5 | | | |
| Surrogate: Decachlorobiphenyl | " | 33.3 | | 35.3 | " | 66.0-142 | 106 | | | |
| Matrix Spike | | 0970284-MS1 | | P709155-01 | | | | | | |
| Aroclor 1016 | 9/12/97 | 351 | ND | 286 | ug/kg dry | 60.0-149 | 81.5 | | | |
| Aroclor 1260 | " | 365 | ND | 345 | " | 70.0-137 | 94.5 | | | |
| Surrogate: 2,4,5,6-Tetrachloro-m-xylene | " | 36.5 | | 28.7 | " | 74.0-129 | 78.6 | | | |
| Surrogate: Decachlorobiphenyl | " | 36.5 | | 36.9 | " | 66.0-142 | 101 | | | |
| Matrix Spike Dup | | 0970284-MSD1 | | P709155-01 | | | | | | |
| Aroclor 1016 | 9/12/97 | 351 | ND | 286 | ug/kg dry | 60.0-149 | 81.5 | 50.0 | 0 | |
| Aroclor 1260 | " | 365 | ND | 359 | " | 70.0-137 | 98.4 | 50.0 | 4.04 | |
| Surrogate: 2,4,5,6-Tetrachloro-m-xylene | " | 36.5 | | 28.6 | " | 74.0-129 | 78.4 | | | |
| Surrogate: Decachlorobiphenyl | " | 36.5 | | 37.6 | " | 66.0-142 | 103 | | | |

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*Refer to end of report for text of notes and definitions.

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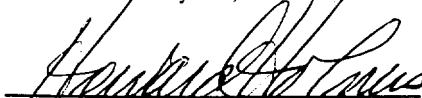
| | | |
|---|---|--|
| PBS Environmental 1220 SW Morrison Portland, OR 97205 | Project: Pe Ell Substation Project Number: 12438.00 Project Manager: Brett V. Danko | Sampled: 9/9/97 Received: 9/9/97 Reported: 10/2/97 11:51 |
|---|---|--|

Volatile Organic Compounds per EPA Method 8240B/Quality Control
North Creek Analytical - Portland

| Analyte | Date Analyzed | Spike Level | Sample Result | QC Result | Reporting Limit Units | Recov. Recov. Limits | RPD % Limit | RPD % Notes* |
|---------------------------|---------------|-------------------------------|---------------|---|-----------------------|----------------------|-------------|--------------|
| Batch: 0970587 | | Date Prepared: 9/19/97 | | Extraction Method: MeOH Extraction | | | | |
| Blank | | 0970587-BLK1 | | | | | | |
| Acetone | 9/23/97 | | | ND | ug/kg dry | 1250 | | |
| Acrolein | " | | | ND | " | 10000 | | |
| Acrylonitrile | " | | | ND | " | 500 | | |
| Benzene | " | | | ND | " | 100 | | |
| Bromodichloromethane | " | | | ND | " | 100 | | |
| Bromoform | " | | | ND | " | 100 | | |
| Bromomethane | " | | | ND | " | 500 | | |
| 2-Butanone | " | | | ND | " | 1250 | | |
| Carbon disulfide | " | | | ND | " | 100 | | |
| Carbon tetrachloride | " | | | ND | " | 100 | | |
| Chlorobenzene | " | | | ND | " | 100 | | |
| Chloroethane | " | | | ND | " | 500 | | |
| Chloroform | " | | | ND | " | 100 | | |
| Chloromethane | " | | | ND | " | 500 | | |
| Dibromochloromethane | " | | | ND | " | 100 | | |
| Dibromomethane | " | | | ND | " | 100 | | |
| 1,4-Dichloro-2-butene | " | | | ND | " | 500 | | |
| 1,2-Dichlorobenzene | " | | | ND | " | 100 | | |
| 1,3-Dichlorobenzene | " | | | ND | " | 100 | | |
| 1,4-Dichlorobenzene | " | | | ND | " | 100 | | |
| Dichlorodifluoromethane | " | | | ND | " | 250 | | |
| 1,1-Dichloroethane | " | | | ND | " | 100 | | |
| 1,2-Dichloroethane | " | | | ND | " | 100 | | |
| 1,1-Dichloroethene | " | | | ND | " | 100 | | |
| cis-1,2-Dichloroethene | " | | | ND | " | 100 | | |
| trans-1,2-Dichloroethene | " | | | ND | " | 100 | | |
| 1,2-Dichloropropane | " | | | ND | " | 100 | | |
| cis-1,3-Dichloropropene | " | | | ND | " | 100 | | |
| trans-1,3-Dichloropropene | " | | | ND | " | 100 | | |
| Ethyl Methacrylate | " | | | ND | " | 100 | | |
| Ethylbenzene | " | | | ND | " | 100 | | |
| 2-Hexanone | " | | | ND | " | 250 | | |
| Iodomethane | " | | | ND | " | 250 | | |
| 4-Methyl-2-pentanone | " | | | ND | " | 250 | | |
| Methylene chloride | " | | | ND | " | 500 | | |
| Styrene | " | | | ND | " | 100 | | |
| 1,1,2,2-Tetrachloroethane | " | | | ND | " | 100 | | |

North Creek Analytical, Inc.

*Refer to end of report for text of notes and definitions.


 Howard Holmes, Project Manager

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NORTH CREEK ANALYTICAL

Environmental Laboratory Services

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| | | |
|---|---|--|
| PBS Environmental 1220 SW Morrison Portland, OR 97205 | Project: Pe Ell Substation Project Number: 12438.00 Project Manager: Brett V. Danko | Sampled: 9/9/97 Received: 9/9/97 Reported: 10/2/97 11:51 |
|---|---|--|

Volatile Organic Compounds per EPA Method 8240B/Quality Control North Creek Analytical - Portland

| Analyte | Date Analyzed | Spike Level | Sample Result | QC Result | Units | Reporting Limit Recov. Limits | Recov. % | RPD Limit | RPD % | Notes* |
|---------------------------------|---------------|-------------|---------------|-----------|-----------|-------------------------------|----------|-----------|-------|--------|
| Blank (continued) | | | | | | | | | | |
| 0970587-BLK1 | | | | | | | | | | |
| Tetrachloroethene | 9/23/97 | | | ND | ug/kg dry | 100 | | | | |
| Toluene | " | | | ND | " | 100 | | | | |
| 1,1,1-Trichloroethane | " | | | ND | " | 100 | | | | |
| 1,1,2-Trichloroethane | " | | | ND | " | 100 | | | | |
| Trichloroethene | " | | | ND | " | 100 | | | | |
| Trichlorofluoromethane | " | | | ND | " | 100 | | | | |
| 1,2,3-Trichloropropane | " | | | ND | " | 100 | | | | |
| Vinyl Acetate | " | | | ND | " | 250 | | | | |
| Vinyl chloride | " | | | ND | " | 250 | | | | |
| Xylenes (total) | " | | | ND | " | 100 | | | | |
| Surrogate: 4-BFB | " | 25.0 | | 34.9 | " | 65.0-130 | 140 | | | 1 |
| Surrogate: Dibromofluoromethane | " | 25.0 | | 28.7 | " | 65.0-130 | 115 | | | |
| Surrogate: Toluene-d8 | " | 25.0 | | 22.9 | " | 65.0-130 | 91.6 | | | |
| LCS | | | | | | | | | | |
| 0970587-BS1 | | | | | | | | | | |
| Benzene | 9/23/97 | 2500 | | 2650 | ug/kg dry | 66.0-142 | 106 | | | |
| Chlorobenzene | " | 2500 | | 2800 | " | 60.0-133 | 112 | | | |
| 1,1-Dichloroethene | " | 2500 | | 2730 | " | 59.0-172 | 109 | | | |
| Toluene | " | 2500 | | 2390 | " | 59.0-139 | 95.6 | | | |
| Trichloroethene | " | 2500 | | 2430 | " | 62.0-137 | 97.2 | | | |
| Surrogate: 4-BFB | " | 25.0 | | 28.1 | " | 65.0-130 | 112 | | | |
| Surrogate: Dibromofluoromethane | " | 25.0 | | 29.6 | " | 65.0-130 | 118 | | | |
| Surrogate: Toluene-d8 | " | 25.0 | | 21.8 | " | 65.0-130 | 87.2 | | | |
| Matrix Spike | | | | | | | | | | |
| 0970587-MS1 P709155-01 | | | | | | | | | | |
| Benzene | 9/23/97 | 2740 | ND | 3050 | ug/kg dry | 66.0-142 | 111 | | | |
| Chlorobenzene | " | 2740 | ND | 3020 | " | 60.0-133 | 110 | | | |
| 1,1-Dichloroethene | " | 2740 | ND | 2690 | " | 59.0-172 | 98.2 | | | |
| Toluene | " | 2740 | ND | 2560 | " | 59.0-139 | 93.4 | | | |
| Trichloroethene | " | 2740 | ND | 2620 | " | 62.0-137 | 95.6 | | | |
| Surrogate: 4-BFB | " | 27.4 | | 30.4 | " | 65.0-130 | 111 | | | |
| Surrogate: Dibromofluoromethane | " | 27.4 | | 30.9 | " | 65.0-130 | 113 | | | |
| Surrogate: Toluene-d8 | " | 27.4 | | 23.0 | " | 65.0-130 | 83.9 | | | |
| Matrix Spike Dup | | | | | | | | | | |
| 0970587-MSD1 P709155-01 | | | | | | | | | | |
| Benzene | 9/23/97 | 2740 | ND | 3000 | ug/kg dry | 66.0-142 | 109 | 21.0 | 1.82 | |
| Chlorobenzene | " | 2740 | ND | 2970 | " | 60.0-133 | 108 | 21.0 | 1.83 | |
| 1,1-Dichloroethene | " | 2740 | ND | 2920 | " | 59.0-172 | 107 | 22.0 | 8.58 | |

North Creek Analytical, Inc.

*Refer to end of report for text of notes and definitions.

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**NORTH
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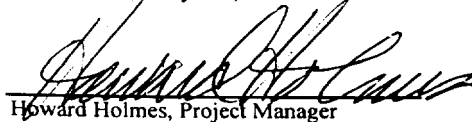
| | | |
|---|---|--|
| PBS Environmental 1220 SW Morrison Portland, OR 97205 | Project: Pe Ell Substation Project Number: 12438.00 Project Manager: Brett V. Danko | Sampled: 9/9/97 Received: 9/9/97 Reported: 10/2/97 11:51 |
|---|---|--|

Volatile Organic Compounds per EPA Method 8240B/Quality Control
North Creek Analytical - Portland

| Analyte | Date Analyzed | Spike Level | Sample Result | QC Result | Reporting Limit Units | Recov. Limits | Recov. % | RPD Limit | RPD % | Notes* |
|-------------------------------------|---------------------|-------------------|---------------|-----------|-----------------------|---------------|----------|-----------|-------|--------|
| Matrix Spike Dup (continued) | 0970587-MSD1 | P709155-01 | | | | | | | | |
| Toluene | 9/23/97 | 2740 | ND | 2490 | ug/kg dry | 59.0-139 | 90.9 | 21.0 | 2.71 | |
| Trichloroethene | " | 2740 | ND | 2580 | " | 62.0-137 | 94.2 | 24.0 | 1.48 | |
| Surrogate: 4-BFB | " | 27.4 | | 31.0 | " | 65.0-130 | 113 | | | |
| Surrogate: Dibromofluoromethane | " | 27.4 | | 31.9 | " | 65.0-130 | 116 | | | |
| Surrogate: Toluene-d8 | " | 27.4 | | 22.7 | " | 65.0-130 | 82.8 | | | |

North Creek Analytical, Inc.

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PBS Environmental
1220 SW Morrison
Portland, OR 97205

Project: Pe Ell Substation
Project Number: 12438.00
Project Manager: Brett V. Danko

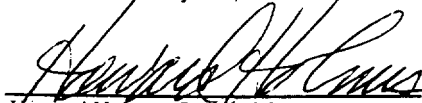
Sampled: 9/9/97
Received: 9/9/97
Reported: 10/2/97 11:51

Notes and Definitions

Note

- 1 The surrogate is above the high end of the acceptable limit. There is no adverse effect on the quality of the data because the surrogates for the samples were within the acceptable range, and the samples themselves had no detected target analytes.
- DET Analyte DETECTED
- ND Analyte NOT DETECTED at or above the reporting limit
- NR Not Reported
- dry Sample results reported on a dry weight basis
- Recov. Recovery
- RPD Relative Percent Difference

North Creek Analytical, Inc.


Howard Holmes, Project Manager

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7.9

18939 120th Avenue N.E., Suite 101, Bothell, WA 98011-9508 (206) 481-9200 FAX 485-2992
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9405 S.W. Nimbus Avenue, Beaverton, OR 97008-7132 (503) 643-9200 FAX 644-2202



CHAIN OF CUSTODY REPORT

Work Order # P709155

REPORT TO: PBS ENVIRONMENTAL
 ATTENTION: BRETT V. DANKE
 ADDRESS: 1220 SW MORRISON, STE. 600
 PORTLAND, OR 97205
 PHONE: 503-417-7600 FAX: 503-248-0223
 PROJECT NAME: PE ELL SUBSTATION
 PROJECT NUMBER: 12438.00 **

INVOICE TO: SAME
 ANALYSIS REQUEST: WTR418.1M, EPA 8230 (PB), EPA 8240 *

| SAMPLED BY: | CLIENT SAMPLE IDENTIFICATION | SAMPLING DATE/TIME | NCA SAMPLE ID (Laboratory Use Only) | ANALYSIS REQUEST | P.O. NUMBER | NCA QUOTE # |
|----------------|------------------------------|--------------------|-------------------------------------|------------------|-------------|-------------|
| BRETT V. DANKE | PL-1 | 9-9-97 1100 | | X | | |
| | PL-2 | " 1105 | | X | | |
| | PL-3 | " 1110 | | X | | |
| | PL-4 | " 1115 | | X | | |
| | PL-5 | " 1120 | | X | | |

| MATRIX (W, S, A, O) | # OF CONTAINERS | COMMENTS |
|---------------------|-----------------|---------------|
| 5 | 2 | |
| 5 | 1 | |
| 5 | 1 | |
| 5 | 1 | |
| 5 | 2 | MIX UP SAMPLE |

TURNAROUND REQUEST IN BUSINESS DAYS *
 7 5 4 3 2 1 Same Day
 Standard
 3-4 2 1 Same Day
 Fuels & Hydrocarbon Analyses
 OTHER Specify: _____
 * Turnaround Requests less than standard may incur Rush Charges.

RELINQUISHED BY (signature): Brett V. Danke DATE: 9-9-97
 RECEIVED BY (signature): Sara McClurg DATE: 9-9-97
 PRINT NAME: BRETT V. DANKE FIRM: PBS ENV TIME: 1600
 PRINT NAME: Sara McClurg FIRM: NCA TIME: 1600

RELINQUISHED BY (signature): _____ DATE: _____
 RECEIVED BY (signature): _____ DATE: _____
 PRINT NAME: _____ FIRM: _____ TIME: _____
 PRINT NAME: _____ FIRM: _____ TIME: _____

ADDITIONAL REMARKS: * 1,1,1 TCA on report.

Tract No. Fords Prairie Tap

709086

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

WARRANTY DEED

Fee Title

4

FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED FOUR - - - - -
- - - - - Dollars (\$ 504.00),

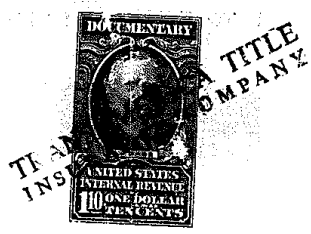
in hand paid, receipt of which is hereby acknowledged, PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS
COUNTY

has granted, bargained, and sold and by these presents do es hereby grant, bargain, sell, and convey
unto the UNITED STATES OF AMERICA and its assigns, the following described tract or parcel of land
in the County of Lewis in the State of Washington,

to wit:

A part of Section 36, Township 15 North, Range 3 West, Willamette
Meridian, Lewis County, Washington, described as follows:

Commencing at the southwest corner of Section 36, Township 15 North,
Range 3 West, Willamette Meridian; thence East 2269.4 feet; thence
North to the south right of way line of the Grays Harbor and Puget
Sound Railroad (Union Pacific Railway) which is the place of beginning;
thence Westerly along the south right of way line of said Railroad
right of way, a distance of approximately 431 feet to the east right
of way line of the County Road known as S. B. Gallagher Road; thence
South along the east right of way line of said County Road, a distance
of 100 feet; thence Easterly, along a line parallel to said Railroad
right of way a distance of approximately 431 feet; thence North, 100
feet to the place of beginning. Except the west 150 feet of the
above-described property.



RECORDED, FILED, VOL. PAGE
REQUEST OF TRANSFERRED TITLE CO.
BY
07 APR 14 PM 2:39
COBERT I. HILMON, AUDITOR
LEWIS COUNTY

VOL. 451 PAGE 630

TO HAVE AND TO HOLD the said tract or parcel of land unto the UNITED STATES OF AMERICA and its assigns, forever.

APR 10 1967

Grantor covenant(s) with the UNITED STATES OF AMERICA that it is lawfully seized and possessed of the said tract or parcel of land in fee; has a good and lawful right and power to sell and convey the same; that the same are free and clear of all encumbrances, and that it will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY has caused this instrument to be signed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed this 20th of March, 1967.

~~xxxxxx~~

~~xxxxxx~~

~~xxxxxx~~



PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

By: R. Perkins

President

T. R. Weitzel

Vice President

ATTEST:

Arnold James
Secretary

VOL. 51 PAGE 631

(Corporate Form)

STATE OF Wash.)
COUNTY OF Lewis) ss:

On this 30th day of March, 1967, before me personally appeared C.P. Perkins, J.P. Tuttle and Arnold J. Jones to me known to be the President, Vice Pres. and Secretary of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated they authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above written.



Donald A. Miller

Notary Public in and for the
State of Washington
Residing at Chehalis

My commission expires: 1-30-71

The within instrument was received for the record on the _____ day of _____, 19____, at _____ M., and recorded in book _____ on page _____, records of _____ County, (State).

By _____ Deputy.

Upon recordation, please return to: TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 3537
PORTLAND 8, OREGON

TRANSFORMER INSTALLATION PERMIT

Effective as of September 1, 1951, PUBLIC UTILITY DISTRICT NO. 1 of Lewis County, Washington, hereby grants the UNITED STATES OF AMERICA, Department of the Interior, acting by and through the Bonneville Power Administrator, permission to install, connect, repair, and maintain in, and remove from the District's Mossy Rock Substation, located in Lewis County, Washington, a 3,000 kva three-phase 66 kv-Delta to 12.5/7.2 kv-wye transformer.

Title to and ownership of all equipment installed hereunder by the United States shall be and remain in the United States at all times.

PUBLIC UTILITY DISTRICT NO. 1
OF LEWIS COUNTY, WASHINGTON

By

T. R. Stetzel
R. A. Stetzel

SERVICE AGREEMENT
for
NETWORK INTEGRATION
TRANSMISSION SERVICE
executed by the
UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
acting by and through the
BONNEVILLE POWER ADMINISTRATION
and
PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

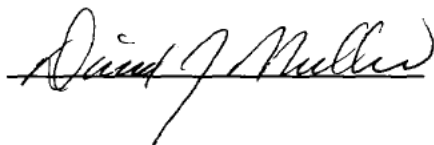
1. This Service Agreement, dated as of 5-17-01, is entered into, by and between the Bonneville Power Administration Transmission Business Line (Transmission Provider) and the Public Utility District No. 1 of Lewis County (Transmission Customer).
2. The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Transmission Provider's Open Access Transmission Tariff (Tariff).
3. The Transmission Customer has provided to the Transmission Provider an Application deposit, unless such deposit has been waived by the Transmission Provider, for Transmission Service in accordance with the provisions of Section 29.2 of the Tariff.
4. This Service Agreement No. 01TX-10415 supersedes the Network Integration Agreement, Contract No. 96MS-96091.
5. The Transmission Provider agrees to provide and the Transmission Customer agrees to pay for Network Integration Transmission Service in accordance with the provisions of Part III of the Tariff and this Service Agreement.
6. Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated in Exhibit B.
7. The Tariff, Exhibit A (Specifications for Network Integration Transmission Service), Exhibit B (Notices), and Exhibit C (Network Operating Agreement) are incorporated herein and made a part hereof. Capitalized terms not defined in this agreement are defined in the Tariff.

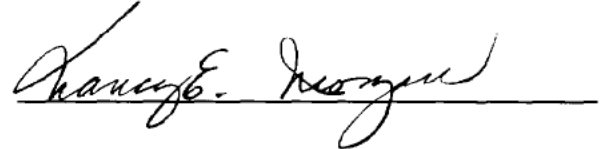
8. This Service Agreement shall be interpreted, construed, and enforced in accordance with Federal law.
9. This Service Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors.
10. The Transmission Customer and the Transmission Provider agree that provisions of Section 3201(i) of Public Law 104-134 (Bonneville Power Administration Refinancing Act) are incorporated in their entirety and hereby made a part of this Service Agreement.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

PUBLIC UTILITY DISTRICT NO. 1
OF LEWIS COUNTY

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: 

By: 

Name: David J. Muller
(Print/Type)

Name: Nancy E. Morgan
(Print/Type)

Title: Manager

Title: Transmission Account Executive

Date: May 14, 2001

Date: 05-17-01

(W:\TMC\CT\Lewis Co\Contracts (Final)\10415.doc) 04/16/01

05-17-01 P01:19 IN

**EXHIBIT A
SPECIFICATIONS FOR
NETWORK INTEGRATION TRANSMISSION SERVICE**

**TABLE 1
REQUEST FOR TRANSMISSION SERVICES**

The OASIS Assignment Reference Number (ARef) is: _____¹

1. TERM OF TRANSACTION

Service Commencement Date: at 0000 hours on October 1, 2001.
Termination Date: at 0000 hours on October 1, 2031.

2. NETWORK RESOURCES

(a) **Generation Owned by the Transmission Customer**

| Resource | Capacity (MW) | Capacity Designated as Network Resource | Control Area |
|------------|-----------------|---|--------------|
| Mill Creek | Not Established | Two 300 kW units | BPA |

(b) **Power Purchased by the Transmission Customer**

| Source (Contract No.) | Capacity (MW) | Control Area (Delivered From) |
|--------------------------------------|------------------|-------------------------------|
| BPA PBL ² (00PB-12052) | Net Requirements | BPA |

(c) **Total Network Resources equals 2(a) + 2(b)**

3. POINT(S) OF RECEIPT

(a) **Federal Generation Point(s) of Receipt**

Location: Federal Columbia River Transmission System (FCRTS);

Voltage: varies by facility;

Metering: scheduled quantity;

Transmission Demand: net requirements;

Delivering Party: BPA

¹ To be assigned.

² Bonneville Power Administration (BPA) Power Business Line (PBL).

Control Area: BPA;

Exceptions: none.

4. POINT(S) OF DELIVERY

(a) Description of Points of Delivery

(1) Chehalis Point of Delivery

Location: the point in the Transmission Provider's Chehalis Substation, where the 69 kV facilities of the parties hereto are connected;

Voltage: 69 kV;

Metering: in the Transmission Provider's Chehalis Substation in the 69 kV circuit over which such electric power flows.

(2) Fords Prairie Point of Delivery

Location: the point in the Transmission Customer's Fords Prairie Substation, where the 69 kV facilities of the parties hereto are connected;

Voltage: 69 kV;

Metering: in the Transmission Customer's Fords Prairie Substation in the 12.5 kV circuit over which such electric power flows;

Metering Loss Adjustment: the Transmission Provider will adjust for losses between the Transmission Customer's Point of Delivery and point of metering. Such adjustments shall be specified in written correspondence between the Transmission Provider and the Transmission Customer.

(3) Pe Ell Point of Delivery

Location: the point in the Transmission Provider's Pe Ell Substation, where the 12.5 kV facilities of the parties hereto are connected;

Voltage: 12.5 kV;

Metering: in the Transmission Provider's Pe Ell Substation in the 12.5 kV circuit over which such electric power flows.

(4) **Silver Creek Point of Delivery**

Location: the point in the Transmission Provider's Silver Creek Substation where the 69 kV facilities of the parties hereto are connected;

Voltage: 69 kV;

Metering:

- (a) in the Transmission Provider's Silver Creek Substation in the 69 kV circuit over which such electric power flows to the Transmission Customer's Leonard Road and Salkum Substations;
- (b) in the Transmission Provider's Silver Creek Substation in the 69 kV circuit over which such electric power flows to the Transmission Customer's East Lewis County service area;
- (c) in the Transmission Customer's Glenoma Substation in the 69 kV circuits over which such electric power flows to the Transmission Customer's East Lewis County service area (Meter G);
- (d) in the Washington Public Power Supply System's Packwood Substation in the 69 kV circuit over which such electric power flows from the Packwood Hydroelectric Generation Plant to the Transmission Customer's system;
- (e) in the Transmission Provider's Morton Substation in the 12.5 kV circuit over which such electric power flows (for the purpose of delivery charge calculation only);
- (f) in the Transmission Customer's Cowlitz Falls Substation in the 230 kV circuit over which such electric power flows to the Cowlitz Falls Hydroelectric Generation Plant's station service.

Metering Loss Adjustment: the Transmission Provider will adjust for losses between the Transmission Customer's Point of Delivery and point of metering. Such adjustments shall be specified in written correspondence between the Transmission Provider and the Transmission Customer;

Exceptions:

- (a) there shall be no adjustment for losses between the Point of Delivery and metering points (d) and (e);

- (b) after any applicable loss adjustment, amounts of electric power and energy delivered at the Point of Delivery shall be determined by adding coincidental amounts measured at metering points (a), (b), (b), (d), and (f).

(b) **Description of Transfer Points of Delivery**

The Transmission Customer must ensure that arrangements are in place for any transmission service over any intervening transmission system necessary to effect the delivery from the Named Transfer Point of Delivery to the Point of Delivery where the Transmission Customer takes final delivery of power from the Transmission Provider.

For purposes of this section the following definitions shall apply:

“Named Transfer Point of Delivery” means the point where the Transmission Provider delivers power to the Intervening System.

“Point of Receipt from Intervening System” means the point where the Transmission Provider or a Third Party receives power from the Intervening System prior to delivery of power to the Point of Delivery.

(1) **City of Tacoma’s Cowlitz Point of Transfer**

Location of Named Transfer Point of Delivery: the point in the City of Tacoma’s Cowlitz Substation, where the 230 kV facilities of the City of Tacoma and the Transmission Provider are connected;

Voltage: 230 kV;

Metering: in the City of Tacoma’s Cowlitz Substation in the 230 kV circuit over which such electric power flows.

(2) **Tacoma Point of Transfer**

Location of Named Transfer Point of Delivery: the point in the Transmission Provider’s Tacoma Substation, where the 230 kV facilities of the City of Tacoma and the Transmission Provider are connected;

Voltage: 230 kV;

Metering: in the Transmission Provider’s Tacoma Substation in the 230 kV circuit over which such electric power flows.

The Transmission Provider's Point of Receipt from Intervening System: Elbe Tap Point of Receipt;

Location: the point in the vicinity of the City of Tacoma's Alder - LaGrande 115 kV line near the City of Tacoma's Alder Dam, where the 115 kV facilities of the City of Tacoma and the Transmission Provider are connected;

Voltage: 115 kV.

Transmission Customer Point of Delivery: Elbe 115 kV Point of Delivery;

Location: the point in the Transmission Customer's Elbe Substation, where the 115 kV facilities of the Transmission Customer and the Transmission Provider are connected;

Voltage: 115 kV;

Metering: in the Transmission Customer's Elbe Substation in the 12.5 kV circuit over which such electric power flows;

Metering Loss Adjustment: the Transmission Provider will adjust for losses between the Transmission Customer's Point of Delivery and point of metering. Such adjustments shall be specified in written correspondence between the Transmission Provider and the Transmission Customer.

5. NETWORK LOAD

The Application provides the Transmission Customer's initial annual load and resource information. Annual load and resource information updates shall be submitted to the Transmission Provider at the address specified in Exhibit B, by September 30 of each year, unless otherwise agreed to by the Transmission Provider and the Transmission Customer.

6. DESIGNATION OF PARTY(IES) SUBJECT TO RECIPROCAL SERVICE OBLIGATION

Public Utility District No. 1 of Lewis County.

7. NAMES OF ANY INTERVENING SYSTEMS PROVIDING TRANSMISSION SERVICE

Elbe is served by transfer over the system of Tacoma Public Utilities, Light Division, Contract No. 14-03-49131.

8. DECLARED CUSTOMER-SERVED LOAD

- (a) Declared Customer-Served Load (CSL) is the monthly amount in megawatts of the Transmission Customer's Network Load that the Transmission Customer elects not to serve under this Service Agreement.
- (b) Where a Transmission Customer's Network Load is served pursuant to a transmission agreement between the Transmission Provider and a third party, in order for such load to qualify as a declared CSL, such transmission agreement must be for Firm Transmission Service of at least one month to the Transmission Customer's system, and must include a point of delivery at the Transmission Customer's system. The amount of such load which will be treated as a declared CSL is limited to the demand amounts at the point of delivery set forth in such transmission agreement.
- (c) Identify for all CSL:
 - (1) **Mill Creek Hydroelectric Project, Resource No. 1**

(A) **Monthly Amounts (kW)**

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
|------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 2002-2007 | 0 | 0 | 140 | 250 | 121 | 229 | 292 | 357 | 77 | 0 | 0 | 0 |

(B) **Supplied by:** Generation owned by Public Utility District No. 1 of Lewis County.

(C) **Control Area Delivered From:** BPA.

(D) **Primary Point of Delivery on Transmission Customer System:** Silver Creek Point of Delivery.

9. OTHER PROVISIONS SPECIFIC TO THIS SERVICE AGREEMENT

None.

10. SERVICE AGREEMENT CHARGES

Service under this Agreement will be subject to some combination of the charges detailed in Tables 1 and 2 of this exhibit.

- (a) **Transmission Charge**
NT-02 Rate Schedule and UFT-02 Rate Schedule or successor rate schedules.
- (b) **System Impact and/or Facilities Study Charge(s)**
System Impact and/or Facilities Study Charges are not required at this time for service under this Service Agreement.

11. DIRECT ASSIGNMENT AND USE-OF-FACILITIES CHARGES
Facilities Charges are not required at this time for the service under this Service Agreement.

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**TABLE 2
ANCILLARY SERVICE CHARGES**

This Table 2 is subject to the ACS-02 Rate Schedule, or successor rate schedules.

| | | <u>Provided By</u> | <u>Contract No.</u> |
|----|---|------------------------------------|---------------------|
| 1. | SCHEDULING, SYSTEM CONTROL AND DISPATCH | Transmission Provider | 01TX-10415 |
| 2. | REACTIVE SUPPLY AND VOLTAGE | Transmission Provider | 01TX-10415 |
| 3. | REGULATION & FREQUENCY RESPONSE | Transmission Provider | 01TX-10415 |
| 4. | ENERGY IMBALANCE SERVICE | Transmission Provider ¹ | 01TX-10415 |
| 5. | OPERATING RESERVE - SPINNING RESERVE | Transmission Provider | 01TX-10415 |
| 6. | OPERATING RESERVE - SUPPLEMENTAL RESERVE | Transmission Provider | 01TX-10415 |

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¹ Energy Imbalance service is not applicable to BPA requirements customers.

**EXHIBIT B
NOTICES**

1. NOTICES RELATING TO PROVISIONS OF THE SERVICE AGREEMENT

Any notice or other communication related to this Service Agreement, other than notices of an operating nature (section 2 below), shall be in writing and shall be deemed to have been received if delivered in person, First Class mail, by telefax or sent by acknowledged delivery.

If to the Transmission Customer: If to the Transmission Provider:

Public Utility District No. 1 of Lewis
County
321 NW Pacific Ave., P.O. Box 330
Chehalis, WA 98532-0330
Attention: Dave Muller
Title: Manager
Phone: (360) 748-9261
Fax: (360) 740-2455

Bonneville Power Administration
P.O. Box 491
Vancouver, WA 98666-0491
Attention: Transmission Account
Executive for Public Utility District
No. 1 of Lewis County - TM-Ditt2
Phone: (360) 418-2175
Fax: (360) 418-8320

2. NOTICES OF AN OPERATING NATURE

Any notice, request, or demand of an operating nature by the Transmission Provider or the Transmission Customer shall be made either orally or in writing by telefax or sent by First Class mail or acknowledged delivery.

If to the Transmission Customer: If to the Transmission Provider:

Public Utility District No. 1 of Lewis
County
321 NW Pacific Ave., P.O. Box 330
Chehalis, WA 98532-0330
Attention: Ron Raff
Title: Superintendent
Phone: (360) 748-9261
Fax: (360) 740-2455

Bonneville Power Administration
5240 Trospen Road SW
Olympia, WA 98512
Attention: District Chief Operator
Phone: (360) 943-8630
Fax: (360) 704-1619

3. SCHEDULING AGENT

Not applicable.

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**EXHIBIT C
NETWORK OPERATING AGREEMENT**

1. PURPOSE OF NETWORK OPERATING AGREEMENT

The purpose of this Agreement is to identify contractual requirements related to Network Integration Transmission Service over the Transmission Provider's Transmission System. The parties to this agreement (Parties) agree to adhere to Good Utility Practice, including all applicable reliability criteria as observed in the region.

(a) This Agreement requires the Parties to recognize that:

- (1) the Transmission Provider's Transmission System is directly or indirectly interconnected with transmission systems owned or operated by others;
- (2) the flow of power and energy between such systems shall be controlled by the physical and electrical characteristics of the facilities involved and the manner in which they are operated; and
- (3) part of the power and energy being delivered under these Provisions may flow through such other systems rather than through the Transmission Provider facilities. The Parties shall determine methods and take appropriate actions to assure capability for delivery of power and energy at the points of receipt and delivery, and at additional or alternate points of receipt and delivery as established by the Parties.

(b) The Parties shall:

- (1) operate and maintain equipment¹ necessary for interconnecting the transmission Customer with the Transmission Provider's transmission System;
- (2) transfer data² between their respective control centers as required to maintain reliability of the Transmission System;
- (3) use software programs required for data links and constraint dispatching;

¹ Necessary equipment includes, but is not limited to, remote terminal units, metering, communications, telemetering, and relaying equipment.

² Data may include, but is not limited to, data pertaining to instantaneous Spinning and Non-Spinning Operating Reserves, heat rates, fuel costs, and operational characteristics of Network Resources, generation schedules for Network Resources, interchange schedules, unit outputs for redispatch, voltage schedules, flows of real and reactive power, loss factors, switch status, breaker status, megawatt (MW)/megaVAr flow on lines, bus voltages, transformer taps and other Supervisory Control and Data Acquisition System (SCADA) and real-time data.

- (4) exchange data on forecasted loads and resources necessary for planning and operation; and
- (5) address other technical and operational considerations required for Tariff implementation, including scheduling protocols.

2. TERM

This Agreement shall remain effective through the term of the Service Agreement.

3. ADMINISTRATION OF THE PROVISIONS

In the event of any irreconcilable differences between the Tariff and this Agreement, the language of the Tariff shall govern.

4. NOTICE

Notices or requests made by either Party regarding these provisions shall be made to the representative of the other Party as indicated in the Service Agreement.

5. DEFINITIONS

Unless otherwise defined herein, capitalized terms refer to terms defined in the Tariff or in the Rate Schedules.

(a) Automatic Generation Control (AGC)

The real-time control scheme used by all Control Areas to meet the NERC requirement that Control Areas continually adjust generation, as necessary and within predetermined limits, to meet Control Area load requirements and scheduled interchange commitments and its obligation to support interconnected frequency.

(b) Effective Control Action (ECA)

An action which results in a specific mitigating response at a location(s) in the power system related to the disturbances of concern, thereby providing acceptable power system performance.

(c) Hourly Data Reported Hourly (HDRH)

Hourly kilowatthour (kWh) and kilovarhour (kVARh) data provided to the Transmission Provider at the end of each hour. HDRH is taken from sources such as the interchange kWh system.

(d) Hourly Data Reported Monthly (HDRM)

Hourly kWh and kVARh data provided at least monthly to the Transmission Provider. HDRM is taken from sources such as the Revenue Metering System.

(e) Operating Reserves

The sum of Contingency Reserves and Regulating Reserves plus any on-demand obligations plus any reserves required for interruptible imports.

- (f) Operational Constraints
Limitations on the ability of the Transmission System to operate due to any system emergency, loading condition, or maintenance outage on the Transmission Provider facilities, or on facilities of an interconnected utility, that make it prudent to reduce Transmission System loadings, whether or not all facilities are in service.
- (g) Remedial Action Schemes (RAS)
Sets of fast automatic control actions employed to ensure acceptable power system performance following electrical disturbances as determined by the Transmission Provider power flows and/or stability studies. These may include generator dropping and load tripping.
- (h) Revenue Metering System (RMS)
A data collection system that electronically measures hourly demand and energy quantities for both kilowatt (kW) and kiloVARs. The Transmission Provider uses this data on a HDRM basis.
- (i) Single Contingency
The loss of a single generator, transmission line, transformer, bus section or DC monopole under any operating condition or anticipated mode of operation.
- (j) Technical Requirements for the Connection of Transmission Lines and Loads
The detailed technical requirements generally applied to all new or modified line or load connections regardless of type or size, are posted by the Transmission Provider at:

http://www.transmission.bpa.gov/orgs/opi/system_news/index.shtm, and may be modified from time to time.
- (k) Technical Requirements for the Interconnection of Generation Resources
The detailed technical requirements generally applied to all new or expanded generating resources, regardless of type or size, are posted by the Transmission Provider at:

http://www.transmission.bpa.gov/orgs/opi/system_news/index.shtm, and may be modified from time to time.
- (l) Telemetry
A data collection system that provides the Transmission Provider with kilowatt information on load, generation, and powerflow, on a continuous, instantaneous basis.
- (m) Transmission Customer Resource
Any Transmission Customer-owned resource, regardless of resource location, and any Third Party (consumer or independent power producer) resource directly connected to the Transmission Customer's transmission or distribution system.

6. INTERCONNECTED FACILITY REQUIREMENTS

(a) Ownership

- (1) Equipment or salvageable facilities owned by one Party and installed on the property of the other Party shall remain the property of the owner, except as noted in this Agreement.
- (2) A Party must identify its facilities installed on the other Party's property. Facilities include all movable equipment and other salvageable facilities which said Party installed on the other Party's property. Ownership of facilities must be made by affixing permanent suitable markers with the owner's name. The Parties shall jointly prepare an itemized list of the aforementioned equipment.
- (3) Each Party agrees to be responsible for the cost of complying with all applicable Federal, State, and local environmental laws for its own facilities, regardless of where the facilities are located.

(b) Safety Design

The Transmission Provider requires clearance of equipment during maintenance, modification, and testing. Facility interconnections between the Transmission Provider and the Transmission Customer are to be designed and constructed to allow clearance of equipment using isolation devices. Isolation devices must produce a visible air gap between the energized facilities and the equipment to be worked on. Operating procedures associated with this interconnection must comply with the Transmission Provider's Accident Prevention Manual and also with the Transmission Customer's safety manual as specified in writing by the Transmission Customer.

(c) Access to Interconnected Facilities

- (1) Each Party agrees to grant permission to the other to enter its property to perform operations and maintenance, meter reading, inspection or removal of the other's equipment and facilities installed on the first Party's property.
- (2) In providing the above permission, the first Party waives no rights or remedies with respect to any injury, loss, or damage resulting from the other's activities on the first Party's property.

7. RESOURCE AND INTERCONNECTION PRINCIPLES AND REQUIREMENTS

(a) Remedial Action Schemes

- (1) The Transmission Customer may be required (at its cost), to provide or assure the provision of its pro rata share of RAS required to support the transmission capability of the transmission paths the Transmission Customer uses.
- (2) If the Transmission Customer is required to provide RAS, then the Transmission Provider and the Transmission Customer shall jointly plan and coordinate the implementation of the RAS. No Party shall unduly withhold consent regarding the implementation of the RAS. The Transmission Customer may implement the required RAS where it chooses on its system, as long as the required level of ECA is obtained. The level of reliability of the RAS design on the Transmission Customer's system shall be at least equal to the level of reliability employed in the design of the overall RAS required to support the transmission capability of the transmission path the Transmission Customer uses.
 - (A) The Transmission Customer's contribution to the total operational responsibility for the RAS shall be the ratio of the Transmission Customer's usage of the Transmission Provider's share of the transmission path, to the total rating of the Transmission Provider's share of the transmission path.
 - (B) The Transmission Provider shall provide the appropriate control signals to the Transmission Customer.
 - (C) The Transmission Customer shall provide the necessary equipment to receive and transmit control signals to and from its transmission, generation, and control center facilities to arm and initiate the appropriate ECA or actions determined by the Transmission Provider.
- (3) Additional information regarding RAS can be found in *The Technical Requirements for the Connection of Transmission Lines and Loads and the Technical Requirements for the Interconnection of Generation Resources* posted by the Transmission Provider at:

http://www.transmission.bpa.gov/orgs/opi/system_news/index.shtm,
and may be modified from time to time.

(b) **Operation of Resources**

- (1) The Transmission Customer shall operate its generation resources that interconnect with the Transmission Provider's Transmission System or which are located in the Transmission Provider's Control Area in a manner consistent with Good Utility Practice, and the standards, criteria, and requirements of NERC, WSCC, NWPP, the Transmission Provider, and any applicable RTA.
- (2) The Transmission Customer shall pay the cost of necessary communications installations, and modification of the Transmission Provider's computer hardware and software, including accommodating the Transmission Customer's decisions to change Control Areas.
- (3) Any resources used by the Transmission Customer to meet its Operating Reserve obligations to the Transmission Provider's Control Area shall meet the same NERC, WSCC, NWPP, and other applicable requirements, practices, and procedures as the Transmission Provider's generating resources providing these same services including, AGC capability, reserve availability, ramp rate, governor response, random testing, and a monthly startup test.

(c) **Interconnection with Third Parties**

- (1) Each Party shall cooperate with other interconnected systems in establishing arrangements or mitigation measures to minimize operational impacts on the other Party's system.
- (2) Each Party recognizes that a Party's proposed new interconnection or modification of an existing interconnection between its system and the system of a Third Party, may cause adverse effects on the system of the other Party. The Party making such interconnection or modification shall minimize, or otherwise compensate for adverse operational impacts to the other Party's system.

(d) **Interconnection with the Transmission Provider**

- (1) The Transmission Customer shall plan, construct, operate, and maintain its facilities and system that interconnect with the Transmission Provider's Transmission System in accordance with Good Utility Practice, including, but not limited to, all applicable guidelines of NERC, WSCC, and NWPP, the Transmission Provider and any applicable RTA, and generally accepted regional practices.
- (2) Additional information regarding Interconnection Requirements can be found in *The Technical Requirements for the Connection of Transmission Lines and Loads and the Technical Requirements for the*

Interconnection of Generation Resources posted by the Transmission Provider at:

http://www.transmission.bpa.gov/orgs/opi/system_news/index.shtm, and may be modified from time to time.

(e) **Generation Integration**

- (1) Resources connected directly to the Transmission Provider's Transmission System or which are in the Transmission Provider's Control Area are subject to compliance with the Transmission Provider's generation integration requirements, Good Utility Practice, and all applicable standards of NERC, WSCC, NWPP, the Transmission Provider and any applicable RTA, and any generally accepted regional practices that are adopted by the Transmission Provider.

All resources integrated into a Transmission Customer's system which, by virtue of their point of interconnection, are capable of energizing the Transmission Provider's facilities, must comply with safety requirements of the above standards, including those for relay protection, insulation coordination, switchgear and safety. This requirement typically applies to generators that are integrated into a system that is connected radially from a tapped Transmission Provider transmission line or Transmission Provider substation. With respect to other resources integrated into a Transmission Customer's network, all points of interconnection between the Transmission Provider and the Transmission Customer must be operated and maintained in a manner consistent with Good Utility Practice.

- (2) The Transmission Customer agrees to notify the Transmission Provider a minimum of eighteen (18) months prior to energization of a resource if such resource is expected to impact the Transmission Provider's Transmission System.

8. CUSTOMER INFORMATION REQUIREMENT

The Transmission Customer shall provide to the Transmission Provider load forecasts, generation forecasts, schedules, and any other information necessary to implement Curtailment, Load Shedding, and congestion management procedures, and for ATC computations when requested by the Transmission Provider.

9. POWER QUALITY

Requirements and information regarding Power Quality can be found in *The Technical Requirements for the Connection of Transmission Lines and Loads* and the *Technical Requirements for the Interconnection of Generation Resources* posted by the Transmission Provider at:

http://www.transmission.bpa.gov/orgs/opi/system_news/index.shtm, and may be modified from time to time.

10. SERVICE INTERRUPTIONS

(a) Temporary Load Shifts and Maintenance Notification

- (1) The Parties may temporarily curtail, reduce, or shift deliveries of electric power if any such Party determines that such Curtailment, reduction, or load shift is necessary or desirable in case of system emergencies or operational constraints on the system of either Party, or to install equipment in, make repairs to, make replacement within, conduct investigations and inspections of, or perform other maintenance work on the Parties' facilities. To the extent reasonable or appropriate, the Parties shall use temporary facilities or equipment to minimize the effect of any such interruption, reduction, or load shift.
- (2) The Transmission Customer must submit a report concerning any such curtailment, reduction, or load shift on its transmission system to the Transmission Provider within four (4) days of such curtailment, reduction, or load shift. Reports may be made by telephone, mail, or other electronic processes. The point of contact for each Party shall be designated pursuant to the Service Agreement. On receipt of the Transmission Customer's report, the Transmission Provider shall adjust the Transmission Customer's billing determinants pursuant to the Transmission Provider's billing procedures. If the Transmission Customer does not submit the report within four (4) days of the curtailment, reduction, or load shift, the Transmission Provider shall assess charges based on available data.

- (b) Additional information regarding Service Interruptions can be found in *The Technical Requirements for the Connection of Transmission Lines and Loads and the Technical Requirements for the Interconnection of Generation Resources* posted by the Transmission Provider at:

http://www.transmission.bpa.gov/orgs/opi/system_news/index.shtm, and may be modified from time to time.

11. EMERGENCY PLANNING AND OPERATION

- (a) The Transmission Provider shall be responsible for planning, coordinating, and implementing emergency operation schemes. Examples of such schemes include the NWPP underfrequency Load Shedding program, the undervoltage Load Shedding program, and the system restoration plan. There may be additional schemes that meet the NWPP, WSCC, and RTA reliability planning objectives. If the Transmission Provider identifies reliability objectives beyond the NWPP, WSCC, and RTA objectives, they shall be

communicated to the Transmission Customer(s). The need to identify additional objectives may involve anticipated reduction in system restoration time following blackout or brownout emergencies.

- (b) The Transmission Customer shall:
 - (1) participate in the development and implementation of Load Shedding programs for system security;
 - (2) install and maintain the required Load Shedding relays, including underfrequency and undervoltage relays; and
 - (3) participate in system restoration planning. Disputes with any of the requirements specified by the Transmission Provider shall be resolved through the dispute resolution process described in the Tariff.
- (c) Additional information regarding Emergency Planning and Operation can be found in *The Technical Requirements for the Connection of Transmission Lines and Loads and the Technical Requirements for the Interconnection of Generation Resources* posted by the Transmission Provider at:

http://www.transmission.bpa.gov/orgs/opi/system_news/index.shtm, and may be modified from time to time.

12. INFORMATION AND METERING REQUIREMENTS

Requirements and information regarding Information and Metering Requirements can be found in *The Technical Requirements for the Connection of Transmission Lines and Loads and the Technical Requirements for the Interconnection of Generation Resources* posted by the Transmission Provider at:

http://www.transmission.bpa.gov/orgs/opi/system_news/index.shtm, and may be modified from time to time.

13. METERING COSTS

(a) Metering of Existing Facilities

The Transmission Provider shall be responsible for costs of all Transmission Provider-required new meter installation or meter replacements at a Transmission Customer facility existing on the Effective Date of this Service Agreement.

The Transmission Customer shall be responsible for the costs of:

- (1) Any meter replacement or new installation at points of delivery which are not required to achieve the best overall plan of service (convenience points of delivery); and

- (2) Any meters needed because the Transmission Customer changes Control Areas or is displacing transmission from the Transmission Provider; and/or meters requested by the Transmission Customers.

(b) **Metering of New Transmission Customer Facilities**

The Transmission Provider shall be responsible for costs associated with installation of the Transmission Provider-approved metering at new facilities established after the Effective Date of this Service Agreement that are connected to the Transmission Provider's Transmission System.

The Transmission Customer shall be responsible for the costs of the Transmission Provider approved metering for:

- (1) all points of generation (resource) integration;
- (2) all AGC interchange points; and
- (3) all other points of electrical interconnection, including convenience points of delivery.

14. COMMUNICATIONS

Requirements and information regarding Communications can be found in *The Technical Requirements for the Connection of Transmission Lines and Loads and the Technical Requirements for the Interconnection of Generation Resources* posted by the Transmission Provider at:

http://www.transmission.bpa.gov/orgs/opi/system_news/index.shtm, and may be modified from time to time.

RESOLUTION NO. 2170

A RESOLUTION AUTHORIZING THE MANAGER TO SIGN AMENDATORY AGREEMENT NO. 1 TO SERVICE AGREEMENT FOR NETWORK INTEGRATION TRANSMISSION, CONTRACT NO. 96MS-96091, AND TO SIGN ITS SUPERCEDING CONTRACT, SERVICE AGREEMENT NO. 01TX-10415, BETWEEN THE BONNEVILLE POWER ADMINISTRATION (BPA) AND PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

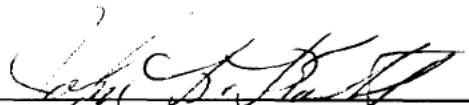
WHEREAS, Public Utility District No. 1 of Lewis County (District) by letter dated December 26, 2000, requested a 30-year extension of Contract No. 96MS-96091, Service Agreement for Network Integration Transmission, between the District and the Bonneville Power Administration; and

WHEREAS, the BPA has offered Amendment No. 1 to Contract No. 96MS-96091 to change the term of the Contract from 2400 hours September 30, 2006, to 2400 hours September 30, 2001; and

WHEREAS, the BPA has offered Service Agreement No. 01TX-10415, Service Agreement for Network Integration Transmission Service, to supercede Contract No. 96MS-96091, which Agreement has a term of 30 years beginning 0000 hours October 1, 2001.

NOW, THEREFORE, BE IT RESOLVED that the Manager be authorized, and he is hereby directed on behalf of the District, to sign Amendatory Agreement No. 1 to Service Agreement for Network Integration Transmission (Contract No. 96MS-96091) and to sign the superceding Service Agreement No. 01TX-10415.

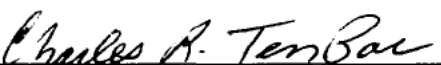
APPROVED AND ADOPTED by the Commissioners of Public Utility District No. 1 of Lewis County this 14th day of May, 2001.



John L. Kostick, President

ATTEST:

James H. Hubenthal, Secretary



Charles R. TenPas, Vice President

COMMISSIONERS:
JAMES H. HUBENTHAL, President
JOHN L. KOSTICK, Vice Pres
CHARLES R. TENPAS, Secretary
OFFICERS:
DAVID J. MULLER, Manager
RORY K. MILLER, Treasurer
JAMES R. HASELWOOD, Auditor
RON RAFF, Supt.

Lewis County
PUBLIC UTILITY DISTRICT

321 N.W. PACIFIC AVE. CHEHALIS WA • P.O. BOX 330
CHEHALIS, WASHINGTON 98532-0330
1-800-562-5612 • (360) 748-9261 • FAX (360) 740-2455

May 15, 2001

Ms. Nancy E. Morgan
Bonneville Power Administration
Transmission Marketing and Sale
P.O. Box 491
Vancouver, WA 98666-0491

Dear Nancy:

In accordance with your letter of April 19, 2001, enclosed please find two signed copies of Amendatory Agreement No. 1 to Contract No. 96MS-96091 and two signed copies of Service Agreement for Network Integration Transmission Service (Service Agreement No. 01TX-10415). Also enclosed is an originally signed copy of Resolution No. 2170 authorizing me as Manager to sign the agreements. Please return one fully executed copy of each agreement to me for our files.

If you have any questions, please let me know.

Sincerely,



David J. Muller
Manager

DJM/cb
Enclosures

cc: Terry Mundorf



05-17-01 P01:19 IN

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

Branch of Land

TO: Land Register Clerk

Date September 2, 1966

This case has been closed. Please make appropriate entries in the Land Register, Land Grant Register, and statistical records. Then forward to the Land Files Station, Mail and Files Section.

Tract number: 2C-CE-3A; 35A; 39A; 73A

County and State: Lewis County, Washington

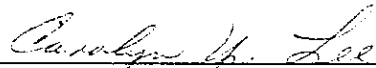
Grantor: Lewis County PUD

Grantee: BPA

Contract number: 14-03-67859

Date of instrument: August 15, 1966

Rights or privileges conveyed: To construct, maintain and operate one or more electric power transmission lines.



Conveyances examiner

TO: Land Files Station, Mail and Files Section

The Branch of Land has completed work on the above case. Please prepare

1. Index cards (s)
2. Permanent folder (s)
3. Cross references, as necessary.



Land Register Clerk

CROSSING AGREEMENT

THIS AGREEMENT made this 15th day of August,
1966, by and between LEWIS COUNTY PUD

a municipal corporation (hereinafter referred to as "the District"), and the UNITED STATES OF AMERICA, Department of the Interior, acting through the Bonneville Power Administrator (hereinafter referred to as "the United States"),

W I T N E S S E T H :

1. The District, in consideration of the covenants and agreements hereinafter contained, does hereby grant unto the United States and its assigns, the right to construct, maintain, and operate one or more electric power transmission lines and such other wires, lines, and circuits as may be necessary for the efficient operation and maintenance of said electric power transmission lines over and across the right of way of the District's electric power transmission lines at the location(s) described as follows:

The centerline of the Bonneville Power Administration transmission line crosses tracts:

- 2C-CE-3A - A power line crossing at BPA survey station 37+03.7 in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 20, Township 13 North, Range 2 West, W. M., Lewis County, Washington, as shown on Drawing No. 130141 DTM-D.
- 2C-CE-35A - A power line crossing at BPA survey station 255+31.2 near the corner to Sections 1 and 2, Township 13 North, Range 3 West, and Sections 35 and 36, Township 14 North, Range 3 West, W. M., Lewis County, Washington, as shown on Drawing No. 130145 DTM-D.
- 2C-CE-39A - A power line crossing at BPA survey station 284+28.8 in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35, Township 14 North, Range 3 West, W. M., Lewis County, Washington, as shown on Drawing 130146 DTM-D.
- 2C-CE-73A - A Lewis County PUD service line at BPA survey station 678+27.0 in Lot 12, Centralia Boulevard Land Company's Acre Tracts in the SW $\frac{1}{4}$ of Section 31, Township 15 North, Range 2 West, W. M., Lewis County, Washington, as shown on Drawings Nos. 140224 DTM-D and 130153 DTM-D.

The exact location and manner of construction of the United States electric power transmission lines, together with a more particular description and explanation thereof, are set forth in the drawing(s) marked Exhibit(s) A, B, C, D and E _____, attached hereto and by this reference made a part hereof; provided, however, that whenever the United States desires to construct at any of the above-described location(s) any additional lines not shown on the attached exhibit(s), it shall first submit drawings showing the type, manner and location of the proposed construction, and no construction shall be commenced unless and until the District has approved the plan submitted.

2. The foregoing agreement is made subject to the following conditions, to-wit:

- a. That all construction, operation, maintenance and alteration of the electric power transmission lines of the United States shall be done in accordance with applicable state laws and in conformance with the latest current revision of the National Electrical Safety Code, Handbook Series of the United States Bureau of Standards; provided, however, that such lines shall be constructed, operated, maintained and altered by the United States in such a way as will not interfere with the use of said right of way by the District.
- b. The District shall have the right at any and all times to determine whether the manner of construction, maintenance or renewal of the electric power transmission lines of the United States, or their appurtenances, conforms to the foregoing requirements, and if the District shall in any case determine that the manner of construction, maintenance or renewal does not so conform, it may notify the United States in writing to make such changes as the District may deem necessary to make such construction, maintenance or renewal conform to the foregoing requirements. If the United States shall, for a period of thirty days after receipt of such notice, fail to make such changes as may be required by the District, the District may, if it so elects, terminate this agreement forthwith.
- c. All costs of construction, maintenance, repair, alteration and removal of the electric power transmission lines of the United States, and appurtenances, shall be paid by the United States.

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8/15/66

K#67859

d. If the District shall incur any necessary expense by reason of the construction, operation, maintenance or presence of said electric transmission lines, the United States will pay to the District, the actual amount expended by the District upon the presentation of properly executed vouchers therefor. Provided, however, that no such payment will be made unless prior to the incurring of any such expense by the District, the Bonneville Power Administrator shall have approved the necessity and amount thereof in writing; provided further, that if in an emergency it becomes necessary for the District to incur such expenses without having first obtained the approval of the Bonneville Power Administrator, the United States shall not be required to make any payment therefor unless the sum expended shall be approved by him.

e. Any and all damage or injury necessarily done to the District's right of way or facilities or any property lawfully upon said right of way, in the construction, operation, maintenance, repair or renewal of the United States electric power transmission lines, shall be immediately repaired or reconstructed by the United States under the supervision and to the satisfaction of the District.

3. If the United States shall at any time cease to maintain its electric power transmission line at any of the above-described locations, the United States will remove its improvements from such location and restore the premises of the District to their former state, whereupon all rights and privileges of the United States under and by virtue of this agreement shall forthwith automatically cease and terminate.

4. The United States assumes all risk of loss, damage or destruction to its electric power transmission lines, supporting towers and appurtenances that may be caused in any manner by the construction, maintenance and operation of the electric power transmission lines of the District, unless such loss, damage, or destruction is caused by the negligence of the District or its employees or agents.

5. All expenditures to be made by the United States under the provisions of this agreement shall be subject to appropriations being available for the purpose.

30 of 4 8/15/66 K#67859

6. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this contract if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

LEWIS COUNTY PUD

By T. R. Teitzel

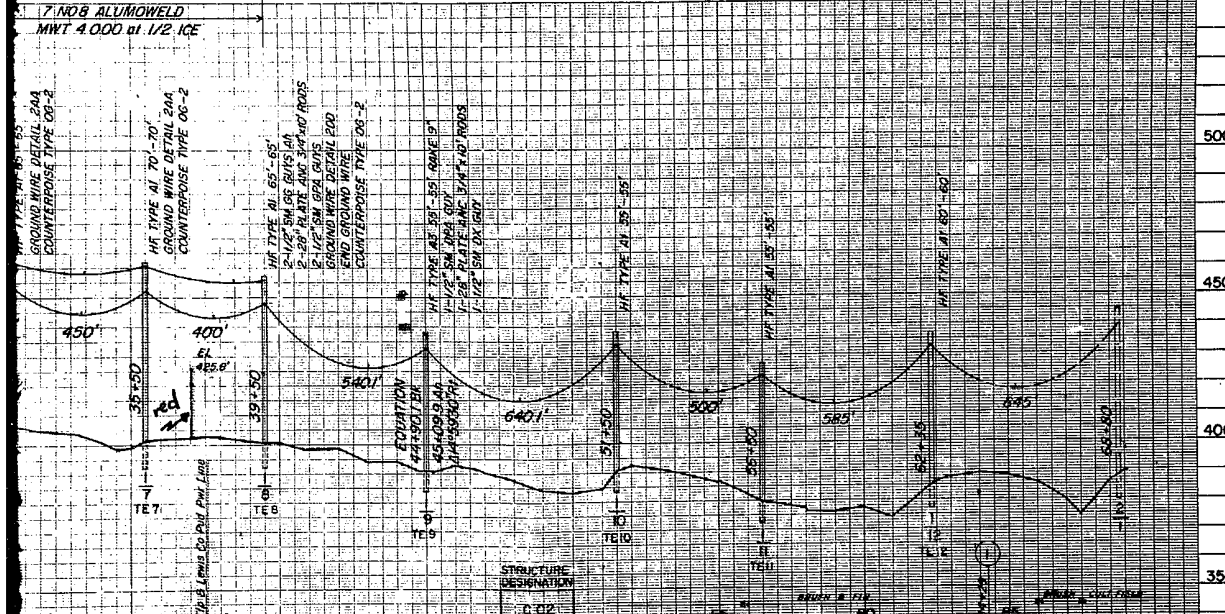
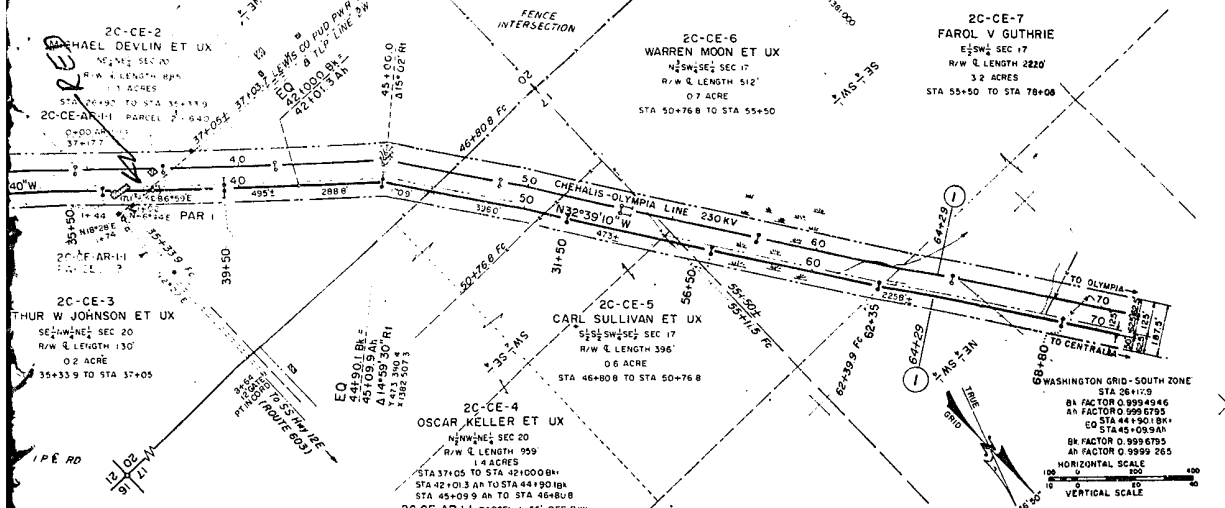
Attest R. D. Perkins

UNITED STATES OF AMERICA,
Department of the Interior
Acting through the
Bonneville Power Administrator

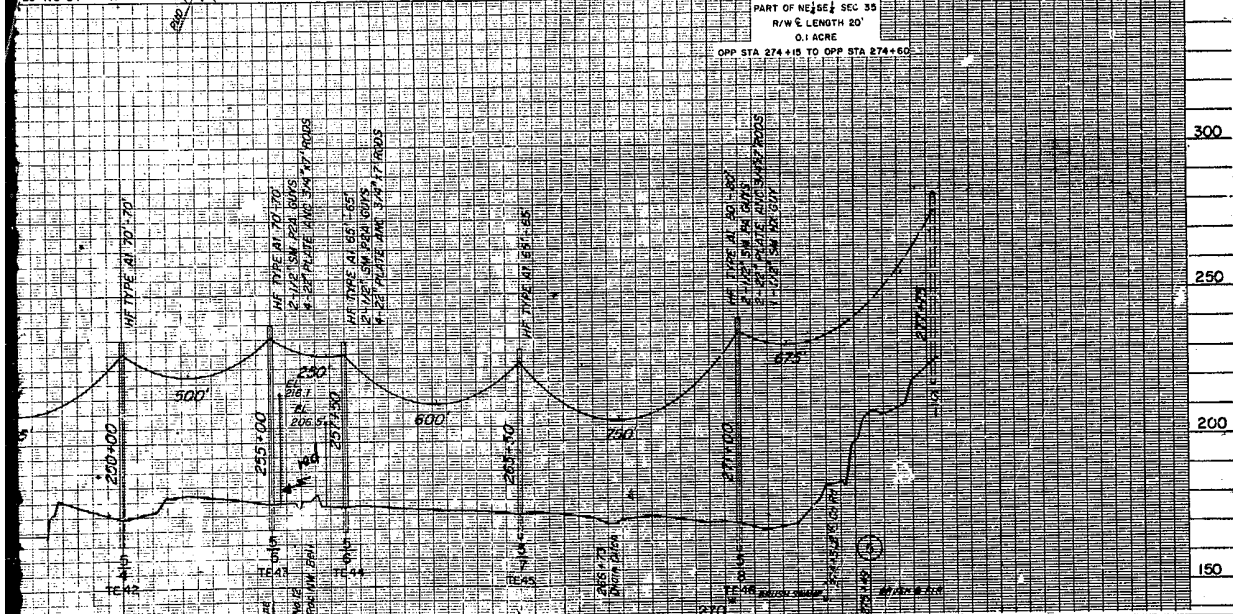
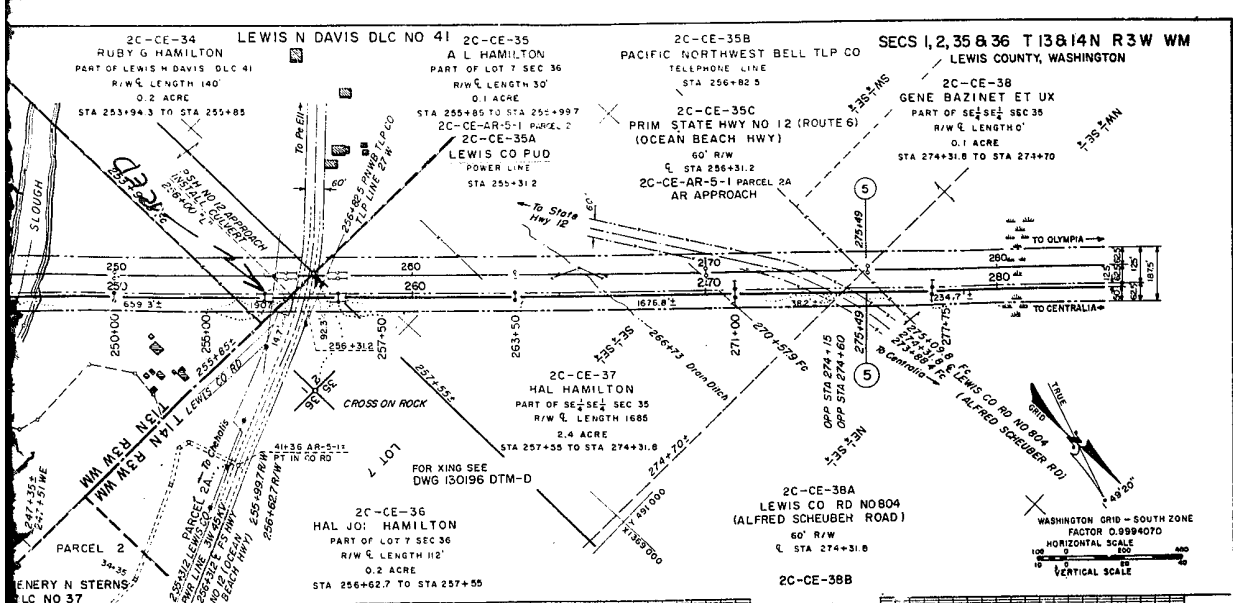
By Max L. McMillin
Max L. McMillin
Principal Title Officer
Branch of Land

40f4 8/15/66 K#67859

SECS 17, 20 & 21 T13N R2W WM
LEWIS COUNTY, WASHINGTON

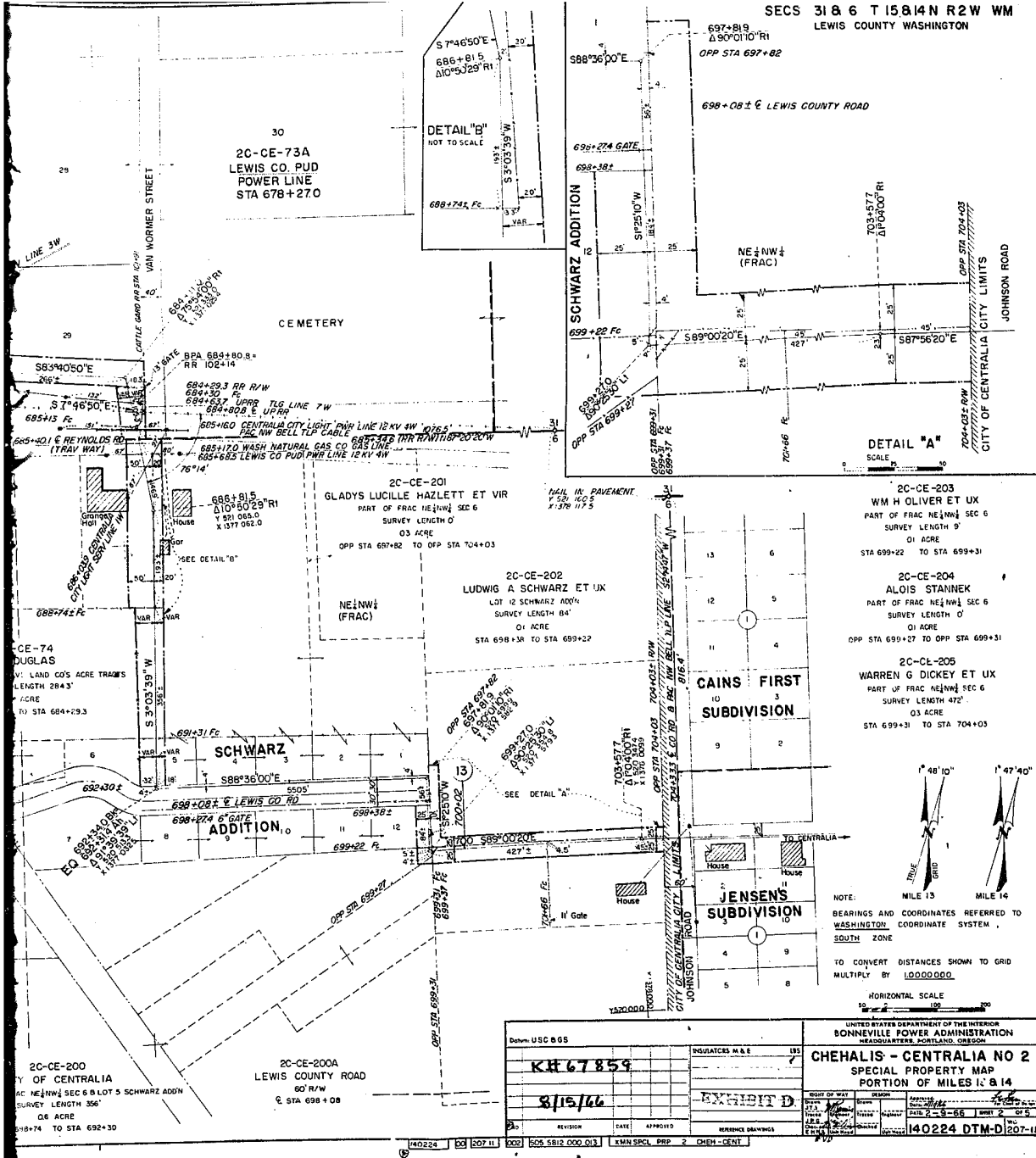


| | | |
|--|--|------------------|
| The conductor curve shown is that used for determining tower location. | | UNIT NOTED |
| DOWNS, USC&GS Cont. ACSR PARTRIDGE-NWT 4500 at 1/2 ICE | | INSULATORS M & E |
| K# 67859 | | 123 |
| 8/15/66 | | EXHIBIT A |
| CHEHALIS-CENTRALIA NO 2 69 KV TRANSMISSION LINE MILE 1 FROM CHEHALIS | | |
| SWAMP 50 WHEAT FIELD 35 BRUSH 40 | | |



| | | | |
|--|---------------------------|--|---------------------------|
| The conductor curve shown is that used for determining tower locations Datum: USC & GS Contour: ACSSR PARTRIDGE-SMT 4500 at 1/2" = 1' | | UNITED STATES DEPARTMENT OF THE INTERIOR BONNEVILLE POWER ADMINISTRATION CHEHALIS-CENTRALIA NO 2 66 KV TRANSMISSION LINE MILE 5 FROM CHEHALIS | |
| INDICATOR A & B 130145 | INDICATOR C & D 130145 | INDICATOR E & F 130145 | INDICATOR G & H 130145 |
| XING SER 130196 REFERENCE DRAWING: 130145 DTM-D 130741 | | DATE: 1-13-66 APPROVED: [Signature] 130145 DTM-D 130741 | |

SECS 31 & 6 T 15, R 14 N R 2 W WM
LEWIS COUNTY WASHINGTON



DETAIL "A"
SCALE
0 10 20 30 40 50 60 70 80 90 100

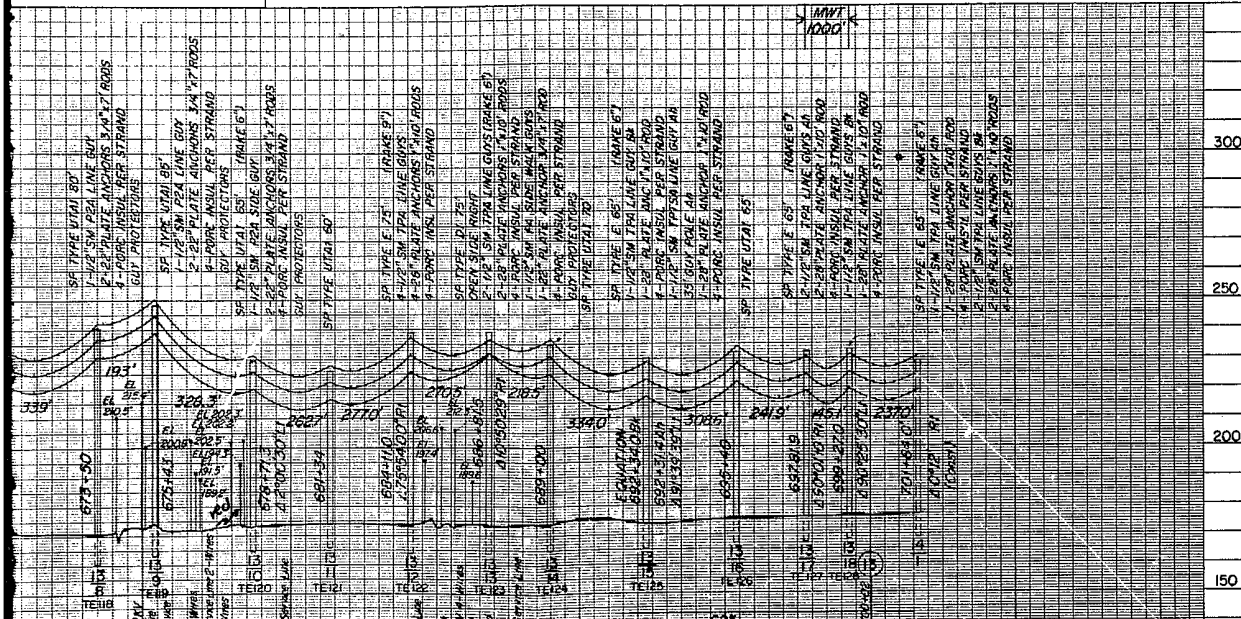
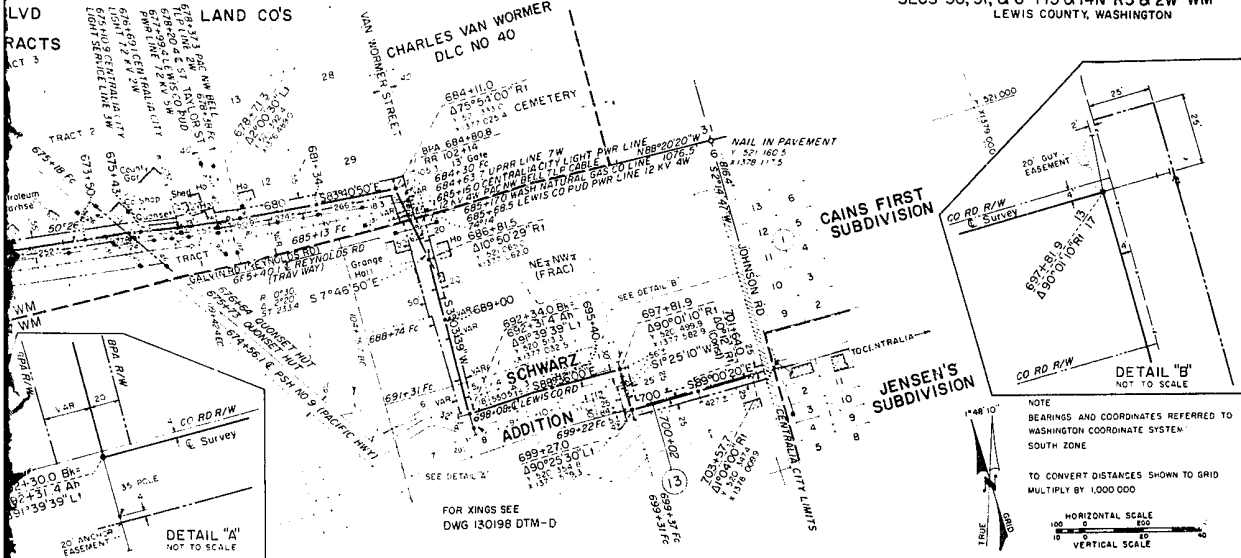
NOTE:
BEARINGS AND COORDINATES REFERRED TO WASHINGTON COORDINATE SYSTEM, SOUTH ZONE
TO CONVERT DISTANCES SHOWN TO GRID MULTIPLY BY 1.0000000

HORIZONTAL SCALE
1" = 1000'

| | | | | | |
|---------------|-------------|----------------------|-----------------------|---|-----------|
| Date: USC BGS | | INSURANCES M & E 115 | | UNITED STATES DEPARTMENT OF THE INTERIOR BONNEVILLE POWER ADMINISTRATION HEADQUARTERS, PORTLAND, OREGON | |
| KH 67859 | | EXHIBIT D | | CHEHALIS - CENTRALIA NO 2 SPECIAL PROPERTY MAP PORTION OF MILES 1 & 14 | |
| 8/15/66 | | 140224 DTM-D 1207-11 | | SHEET 2 OF 6 | |
| NO. 10224 | REV. 107-11 | DATE 6/5/62 | APPROVED 5812 000 013 | BY EXM SRCL BRP 2 | CHEM-CENT |

LVLD
TRACTS
ACT 3

SECS 36, 31, & 6 T15 & 14N R3 & 2W WM
LEWIS COUNTY, WASHINGTON



| | | | |
|--|--|-------------------------------------|---|
| <p>STRUCTURE DESIGNATION: CCZ 18</p> | <p>The conductor curve shown is that used for determining tower locations. Date: 11/5/66 Cond: ACSR PARTRIDGE-MWT 3000 of 1/2" ICE NOTED</p> | <p>INSULATORS M & T 155</p> | <p>UNITED STATES DEPARTMENT OF THE INTERIOR BONNEVILLE POWER ADMINISTRATION HEADQUARTERS PORTLAND, OREGON</p> |
| <p>PASTURE 690</p> | <p>K# 67859 8/15/66</p> | <p>XING SER 130199</p> | <p>CHEHALIS-CENTRALIA NO 2 69 KV TRANSMISSION LINE MILE 13 FROM CHEHALIS</p> |
| <p>1301510 1301511 1301512 1301513 1301514 1301515 1301516 1301517 1301518 1301519 1301520 1301521 1301522 1301523 1301524 1301525 1301526 1301527 1301528 1301529 1301530</p> | <p>DESIGN: JBL DATE: 12-66 SHEET: 13 OF 15</p> | <p>130153 DTM-D 207-11</p> | |

CROSSING AGREEMENT

THIS AGREEMENT made this 2nd day of June,
1971, by and between LEWIS COUNTY PUD

a municipal corporation (hereinafter referred to as "the District"), and the UNITED STATES OF AMERICA, Department of the Interior, acting through the Bonneville Power Administrator (hereinafter referred to as "the United States"),

W I T N E S S E T H :

1. The District, in consideration of the covenants and agreements hereinafter contained, does hereby grant unto the United States and its assigns, the right to construct, maintain, and operate one or more electric power transmission lines and such other wires, lines, and circuits as may be necessary for the efficient operation and maintenance of said electric power transmission lines over and across the right of way of the District's electric power transmission lines at the location(s) described as follows:

The centerline of the Bonneville Power Administration transmission line crosses tracts:

- 2PA-14A - A power line crossing at BPA survey station 388+89.6 in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 24, Township 14 North, Range 2 West, Willamette Meridian, Lewis County, Washington, as shown on BPA Drawing, serial No. 151807 DTM-D.
- 2PA-27A - A power line crossing at BPA substation 516+62.8 in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 35, Township 14 North, Range 2 West, Willamette Meridian, Lewis County, Washington, as shown on Drawing, serial No. 151809 DTM-D.
- 2PA-45A - A power line crossing at BPA substation 616+71.5 in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, Township 13 North, Range 2 West, Willamette Meridian, Lewis County, Washington, as shown on BPA Drawing, serial No. 151811 DTM-D.
- 2PA-50A - A power line crossing at BPA survey station 639+38.4 in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, Township 13 North, Range 2 West, Willamette Meridian, Lewis County, Washington, as shown on Drawing, serial No. 151812 DTM-D.
- 2PA-91B - 2 power lines crossing at BPA survey stations 1048+84.5 and 1050+79.4 in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18, Township 12 North, Range 2 West, Willamette Meridian, Lewis County, Washington, as shown on BPA Drawing, serial No. 151819 DTM-D.
- 2PA-103A - A power line crossing at BPA survey station 1200+77.4 in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 31, Township 12 North, Range 2 West, Willamette Meridian, Lewis County, Washington, as shown on Drawing, serial No. 151822 DTM-D.

The exact location and manner of construction of the United States electric power transmission lines, together with a more particular description and explanation thereof, are set forth in the drawing(s) marked Exhibit(s) A, B, C, D, E, F _____, attached hereto and by this reference made a part hereof; provided, however, that whenever the United States desires to construct at any of the above-described location(s) any additional lines not shown on the attached exhibit(s), it shall first submit drawings showing the type, manner and location of the proposed construction, and no construction shall be commenced unless and until the District has approved the plan submitted.

2. The foregoing agreement is made subject to the following conditions, to-wit:

- a. That all construction, operation, maintenance and alteration of the electric power transmission lines of the United States shall be done in accordance with applicable state laws and in conformance with the latest current revision of the National Electrical Safety Code, Handbook Series of the United States Bureau of Standards; provided, however, that such lines shall be constructed, operated, maintained and altered by the United States in such a way as will not interfere with the use of said right of way by the District.
- b. The District shall have the right at any and all times to determine whether the manner of construction, maintenance or renewal of the electric power transmission lines of the United States, or their appurtenances, conforms to the foregoing requirements, and if the District shall in any case determine that the manner of construction, maintenance or renewal does not so conform, it may notify the United States in writing to make such changes as the District may deem necessary to make such construction, maintenance or renewal conform to the foregoing requirements. If the United States shall, for a period of thirty days after receipt of such notice, fail to make such changes as may be required by the District, the District may, if it so elects, terminate this agreement forthwith.
- c. All costs of construction, maintenance, repair, alteration and removal of the electric power transmission lines of the United States, and appurtenances, shall be paid by the United States.

20f 4 K# 19740 6/2/71

- d. If the District shall incur any necessary expense by reason of the construction, operation, maintenance or presence of said electric transmission lines, the United States will pay to the District, the actual amount expended by the District upon the presentation of properly executed vouchers therefor. Provided, however, that no such payment will be made unless prior to the incurring of any such expense by the District, the Bonneville Power Administrator shall have approved the necessity and amount thereof in writing; provided further, that if in an emergency it becomes necessary for the District to incur such expenses without having first obtained the approval of the Bonneville Power Administrator, the United States shall not be required to make any payment therefor unless the sum expended shall be approved by him.
- e. Any and all damage or injury necessarily done to the District's right of way or facilities or any property lawfully upon said right of way, in the construction, operation, maintenance, repair or renewal of the United States electric power transmission lines, shall be immediately repaired or reconstructed by the United States under the supervision and to the satisfaction of the District.

3. If the United States shall at any time cease to maintain its electric power transmission line at any of the above-described locations, the United States will remove its improvements from such location and restore the premises of the District to their former state, whereupon all rights and privileges of the United States under and by virtue of this agreement shall forthwith automatically cease and terminate.

4. The United States assumes all risk of loss, damage or destruction to its electric power transmission lines, supporting towers and appurtenances that may be caused in any manner by the construction, maintenance and operation of the electric power transmission lines of the District, unless such loss, damage, or destruction is caused by the negligence of the District or its employees or agents.

5. All expenditures to be made by the United States under the provisions of this agreement shall be subject to appropriations being available for the purpose.

6. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this contract if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

LEWIS COUNTY PUD

By *T. R. Heibel* President

Attest *P. A. Perkins* Secretary

UNITED STATES OF AMERICA,
Department of the Interior
Acting through the
Bonneville Power Administrator

By *Conrad Nystrom*
~~XXXXXXXXXXXX~~ Conrad Nystrom
Acting Head, Title Section
Branch of Land

U. S. DEPARTMENT OF THE INTERIOR - BONNEVILLE POWER ADMINISTRATION
TRANSMISSION LINE CROSSING DATA

151807 DTN-D
 (REF DRAWING SERIAL NO.)

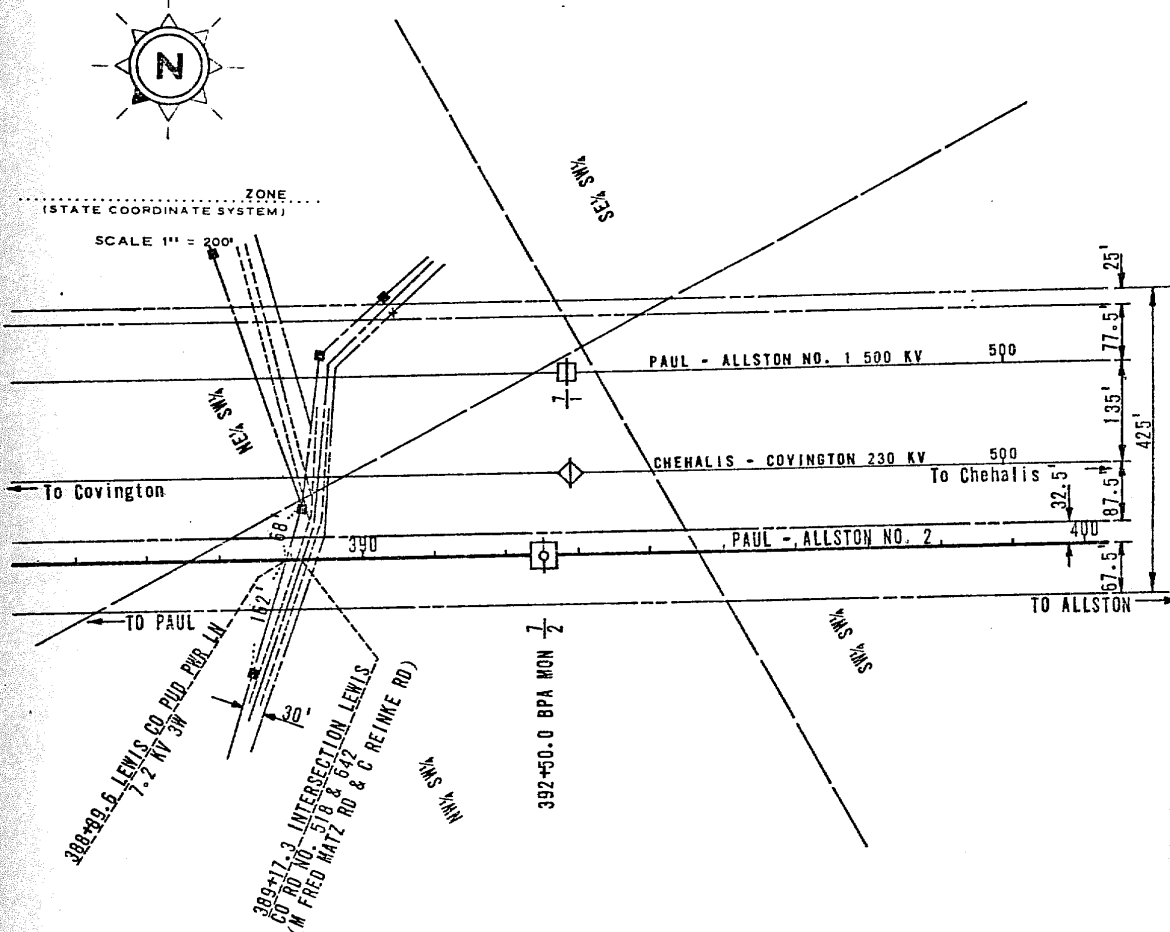
2PA-14A, 2PA-14B
 (IDENTIFICATION NO.)

April 15, 1971

| | | | | | | |
|---|------------------|------------------------|-----------------------|------------------------|----------------------------|--------------------------|
| NAME OF BPA LINE Paul - Allston No. 2 | | | | | VOLTAGE 500 KV | R/W WIDTH 425' |
| SUBDIVISION NW 1/4 SW 1/4 | SEC 24 | TOWNSHIP 14N | RANGE 2W 4W | COUNTY Lewis | STATE Washington | |

DESCRIPTION OF UTILITIES CROSSED

2PA-14A, Lewis Co. PUD power line 7.2 KV 3W, 2PA-14B, Lewis Co. Rd No. 518 (M. Fred Matz Rd), Lewis Co. Rd No. 642 (C. Reinke Road)



| BPA STATION | FOREIGN STATION | MINIMUM CLEARANCE | BPA OVER UNDER | BPA STATION | FOREIGN STATION | MINIMUM CLEARANCE | BPA OVER UNDER |
|-------------|-----------------|-------------------|----------------|-------------|-----------------|-------------------|----------------|
| 388+89.6 | | 70' | OVER PWR LN | | | | |
| 389+17.3 | | 106' | OVER CO RD | | | | |

| | | | |
|-----------------------------------|--|---|--|
| TYPE OF CONDUCTOR ACSR Bunting | | MWT 42,300 LBS PER PHASE @ 1/2" ICE & 8 LBS WIND @ 0 °F | |
| NO. OF CONDUCTORS PER PHASE 3 | NO. OF CIRCUITS 1 | <input type="checkbox"/> DC <input checked="" type="checkbox"/> AC 3 PHASE 60 CYCLES PER SECOND | |
| KIND OF STRUCTURE Steel Tower | STRUCTURE DESCRIPTION Delta Config. | STRUCTURES W/ LINE GUYS None | |

REMARKS

DETAIL CONSTRUCTION DRAWINGS WILL BE AVAILABLE ON REQUEST.

PREPARED BY WPS

EXHIBIT A

K # 19740 6/2/71

FILE NUMBER

U. S. DEPARTMENT OF THE INTERIOR - BONNEVILLE POWER ADMINISTRATION
TRANSMISSION LINE CROSSING DATA

151809 DTM-D
 (REF. DRAWING SERIAL NO.)

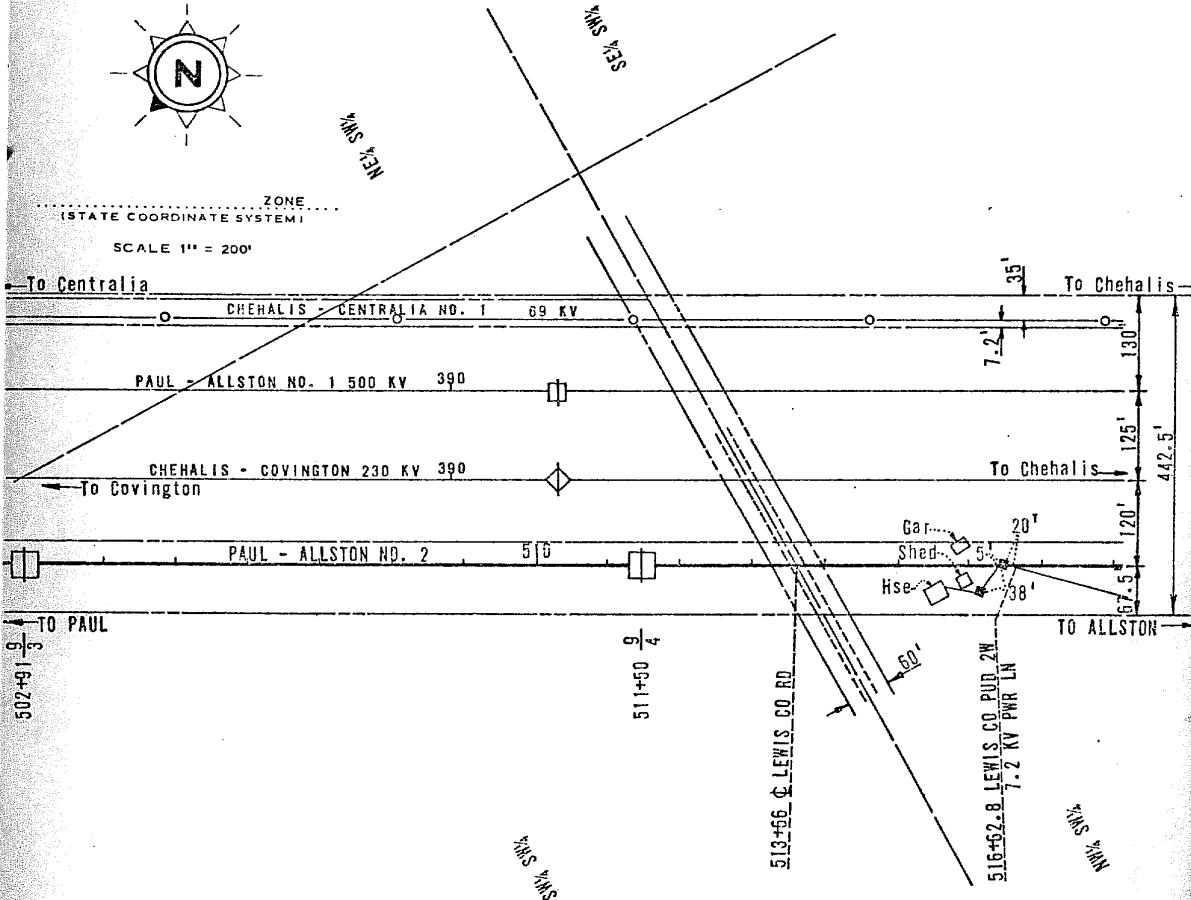
2PA-26B, 2PA-27A
 (IDENTIFICATION NO.)

Mar 29, 1971

| | | | | | | |
|---|-----------|-----------------|----------------|-----------------|---------------------|---------------------|
| NAME OF BPA LINE Paul - Allston No. 2 | | | | | VOLTAGE 500 KV | R/W WIDTH 442.5' |
| SUBDIVISION SW 1/4 SW 1/4 | SEC 35 | TOWNSHIP 14N | RANGE 2W WM | COUNTY Lewis | STATE Washington | |

DESCRIPTION OF UTILITIES CROSSED

2PA-26B, Lewis Co. Road, 2PA-27A, Lewis County PUD power line 7.2 KV, 3W 220V Service Line



| BPA STATION | FOREIGN STATION | MINIMUM CLEARANCE | BPA OVER UNDER | BPA STATION | FOREIGN STATION | MINIMUM CLEARANCE | BPA OVER UNDER |
|-------------|-----------------|-------------------|----------------|-------------|-----------------|-------------------|----------------|
| 513+66 | | 55' | OVER CO RD | | | | |
| 516+52.8 | | 20' | OVER PWR LN | | | | |

| | | | |
|-----------------------------------|--|---|--|
| TYPE OF CONDUCTOR ACSR Bunting | | MWT 42,300 LBS PER PHASE @ 1/2" ICE & 8 LBS WIND, # 0 #F | |
| NO. OF CONDUCTORS PER PHASE 3 | NO. OF CIRCUITS 1 | <input type="checkbox"/> DC <input checked="" type="checkbox"/> AC 3 PHASE 60 CYCLES PER SEC COND | |
| KIND OF STRUCTURE Steel Tower | STRUCTURE DESCRIPTION Delta Config. | STRUCTURES W/ LINE GUYS None | |

REMARKS

 DETAIL CONSTRUCTION DRAWINGS WILL BE AVAILABLE ON REQUEST.

PREPARED BY HRS

EXHIBIT B

K# 19740 6/2/71
 FILE NUMBER

TRANSMISSION LINE CROSSING DATA

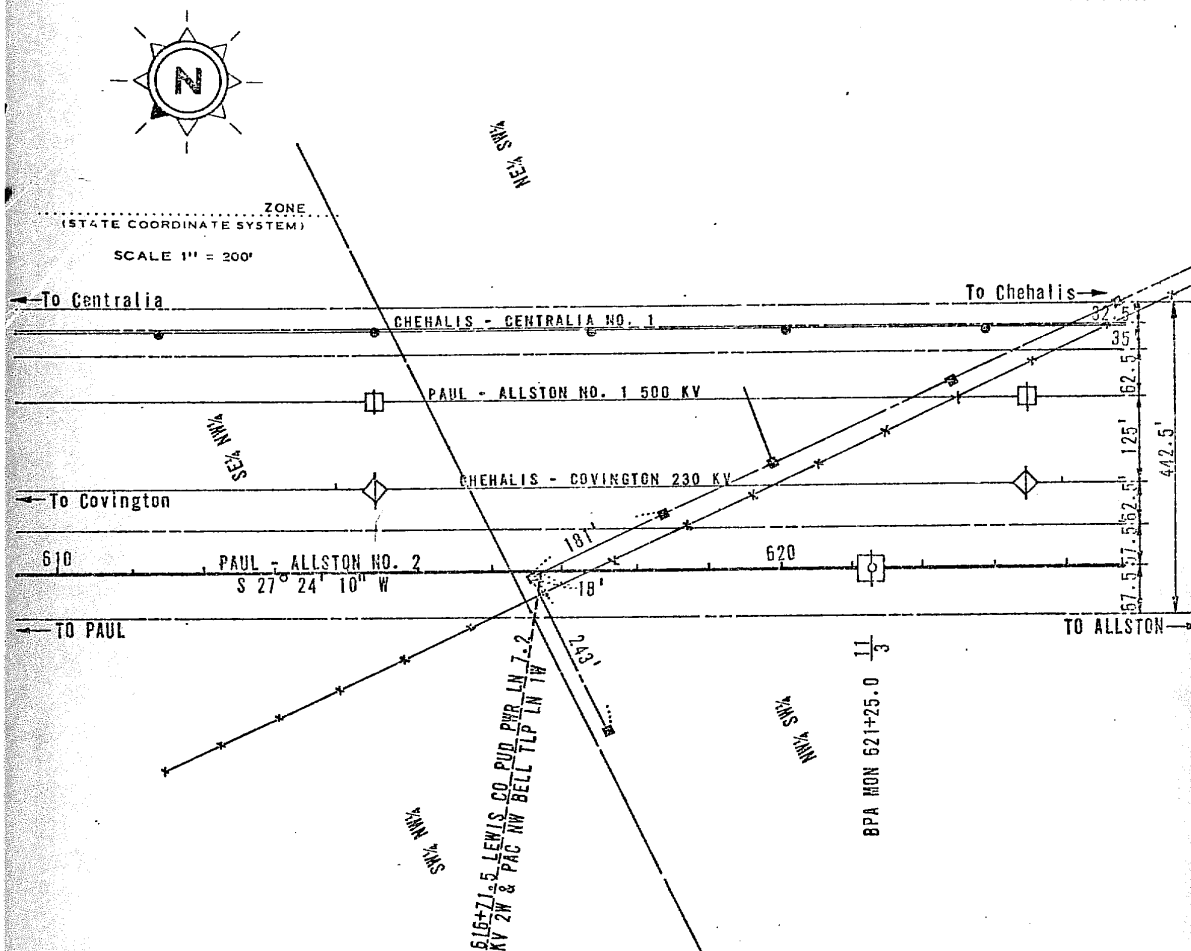
151811 DTM-D
(REF DRAWING SERIAL NO.)

2PA-45A
(IDENTIFICATION NO.)

Mar 29, 1971

| | | | | | | |
|--|-----------|-----------------|----------------|-----------------|---------------------|---------------------|
| NAME OF BPA LINE Paul - Allston No. 2 | | | | | VOLTAGE 500 KV | R/W WIDTH 442.5' |
| SUBDIVISION NE 1/4 SW 1/4 | SEC 10 | TOWNSHIP 13N | RANGE 2W WM | COUNTY Lewis | STATE Washington | |

DESCRIPTION OF UTILITIES CROSSED
2PA-45A, Lewis County PUD power line 7.2 KV 2W & Pac NW Bell Tlp Ln 1W



| BPA STATION | FOREIGN STATION | MINIMUM CLEARANCE | BPA OVER UNDER | BPA STATION | FOREIGN STATION | MINIMUM CLEARANCE | BPA OVER UNDER |
|-------------|-----------------|-------------------|-------------------|-------------|-----------------|-------------------|----------------|
| 616+71.5 | | 21' | OVER PWR & TEL LN | | | | |

| | | | |
|-----------------------------------|--|---|--|
| TYPE OF CONDUCTOR ACSR Bunting | | MWT 42,300 LBS PER PHASE + 1/2" ICE & 8 LBS WIND, # 0 *F | |
| NO. OF CONDUCTORS PER PHASE 3 | NO. OF CIRCUITS 1 | <input type="checkbox"/> DC <input checked="" type="checkbox"/> AC 3 PHASE 60 CYCLES PER SECOND | |
| KIND OF STRUCTURE Steel Tower | STRUCTURE DESCRIPTION Delta Config. | STRUCTURES W/LINE GUYS None | |

REMARKS
DETAIL CONSTRUCTION DRAWINGS WILL BE AVAILABLE ON REQUEST.

PREPARED BY HRS
EXHIBIT C K#19740 6/2/71
FILE NUMBER

U. S. DEPARTMENT OF THE INTERIOR - BONNEVILLE POWER ADMINISTRATION
TRANSMISSION LINE CROSSING DATA

151812 DTM-D
 (REF DRAWING SERIAL NO.)

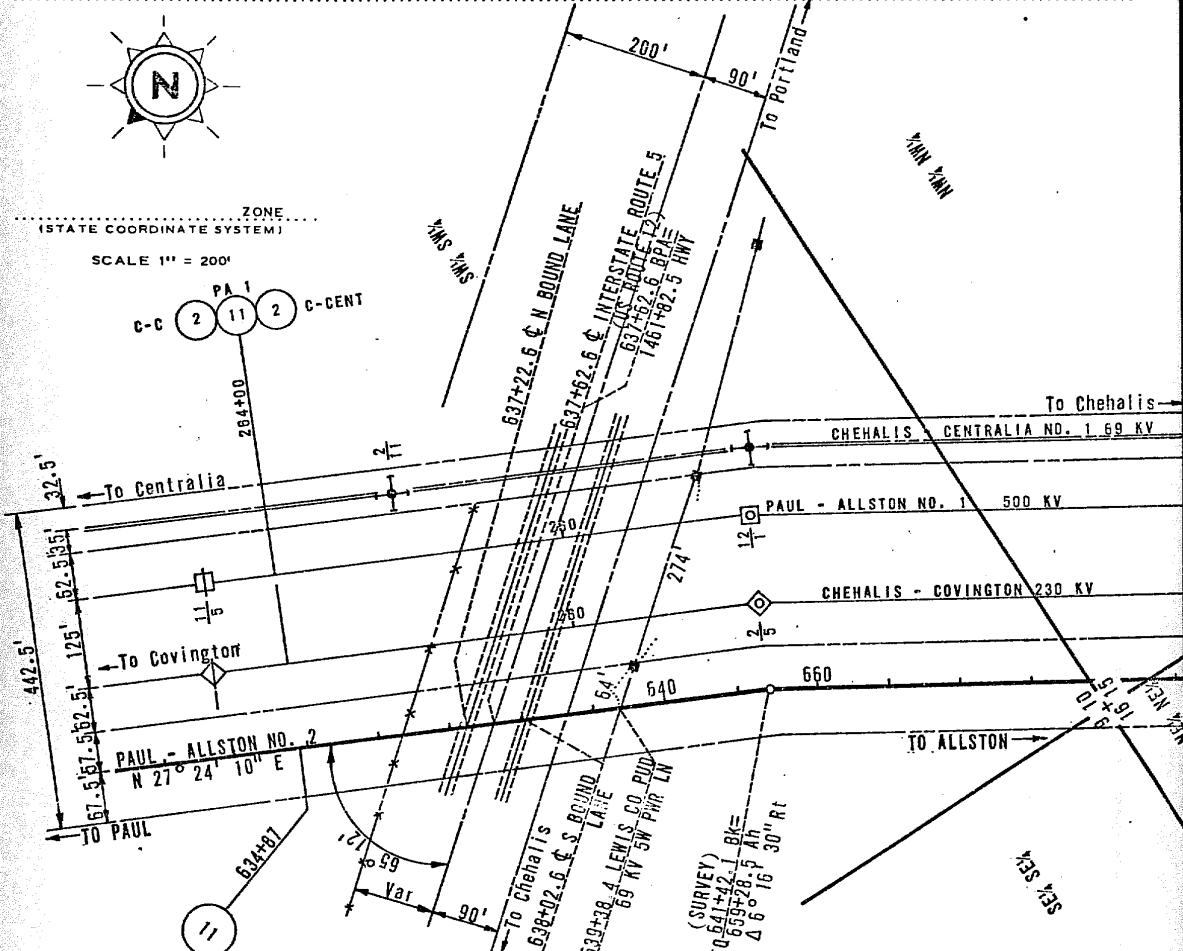
2PA-49A, 2PA-50A
 (IDENTIFICATION NO.)

April 26, 1971

| | | | | | | |
|--|-----------|-----------------|----------------|-----------------|---------------------|---------------------|
| NAME OF BPA LINE Paul - Allston No. 2 | | | | | VOLTAGE 500 KV | R/W WIDTH 442.5' |
| SUBDIVISION SW 1/4 SW 1/4 | SEC 10 | TOWNSHIP 13N | RANGE 2W WM | COUNTY Lewis | STATE Washington | |

DESCRIPTION OF UTILITIES CROSSED

2PA-49A, Washington State Hwy Commission Interstate Route (US Route 12), 2PA-50A, Lewis Co PUD, 69 KV, 5W power line



| BPA STATION | FOREIGN STATION | MINIMUM CLEARANCE | BPA OVER UNDER | BPA STATION | FOREIGN STATION | MINIMUM CLEARANCE | BPA OVER UNDER |
|-------------|-----------------|-------------------|----------------|-------------|-----------------|-------------------|----------------|
| 637+62.6 | | 55' | OVER HWY | | | | |
| 639+38.4 | | 26' | OVER PWR LN | | | | |

TYPE OF CONDUCTOR: ACSR Bunting

NO. OF CONDUCTORS PER PHASE: 3

NO. OF CIRCUITS: 1

WMT 42,300 LBS PER PHASE @ 1/2" ICE & 8 LBS WIND @ 0 °F

KIND OF STRUCTURE: Steel Tower

STRUCTURE DESCRIPTION: Delta Config.

STRUCTURES W/LINE GUYS: None

PHASE: DC AC : PHASE 60 CYCLES PER SECOND

REMARKS

DETAIL CONSTRUCTION DRAWINGS WILL BE AVAILABLE ON REQUEST.

PREPARED BY HRS

EXHIBIT D K#19740 6/2/71

FILE NUMBER

U. S. DEPARTMENT OF THE INTERIOR - BONNEVILLE POWER ADMINISTRATION
TRANSMISSION LINE CROSSING DATA

151819 DTM-0
(REF DRAWING SERIAL NO.)

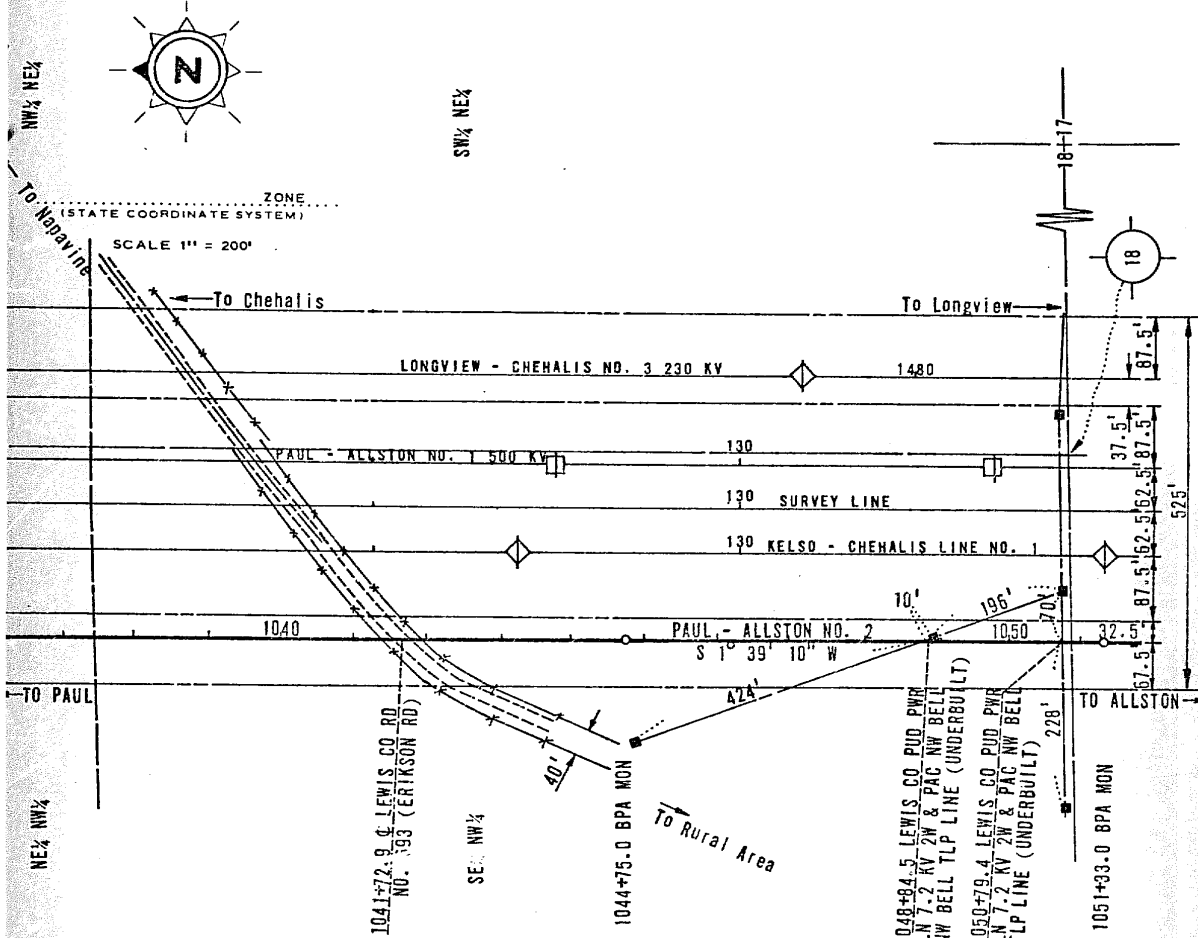
2PA-91A, 2PA-91B
(IDENTIFICATION NO.)

April 15, 1971

| | | | | | | |
|---|-----------|-----------------|----------------|-----------------|---------------------|-------------------|
| NAME OF BPA LINE Paul - Allston No. 2 | | | | | VOLTAGE 500 KV | R/W WIDTH 525' |
| SUBDIVISION SE 1/4 NW 1/4 | SEC 18 | TOWNSHIP 12N | RANGE 2W WM | COUNTY Lewis | STATE Washington | |

DESCRIPTION OF UTILITIES CROSSED

2PA-91A, Lewis Co. Rd. No. 693 (Erikson Road), 2PA-91B, Lewis Co. PUD power line 7.2 KV 2W & Pac NW Bell TLP line (underbuilt)



| BPA STATION | FOREIGN STATION | MINIMUM CLEARANCE | BPA OVER UNDER | BPA STATION | FOREIGN STATION | MINIMUM CLEARANCE | BPA OVER UNDER |
|-------------|-----------------|-------------------|-------------------|-------------|-----------------|-------------------|-------------------|
| 1041+72.9 | | 90' | OVER CO. RD | 1050+79.4 | | 45' | OVER PWR & TEL LN |
| 1048+84.5 | | 29' | OVER PWR & TEL LN | | | | |

| | | | |
|-----------------------------------|---------------------------------------|---|--|
| TYPE OF CONDUCTOR ACSR Bunting | | MWT 42,300 LBS PER PHASE @ 1/2" ICE & 8 LBS WIND @ 0 °F | |
| NO. OF CONDUCTORS PER PHASE 3 | NO. OF CIRCUITS 1 | <input type="checkbox"/> DC <input checked="" type="checkbox"/> AC 3 PHASE 60 CYCLES PER SECOND | |
| KIND OF STRUCTURE Steel Tower | STRUCTURE DESCRIPTION Delta Config | STRUCTURES W/ LINE GUYS None | |

REMARKS
.....
DETAIL CONSTRUCTION DRAWINGS WILL BE AVAILABLE ON REQUEST.

TRANSMISSION LINE CROSSING DATA

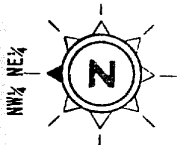
151822 DTM-D
(REF DRAWING SERIAL NO.)

2PA-102A, 2PA-103A
(IDENTIFICATION NO.)

April 15, 1971

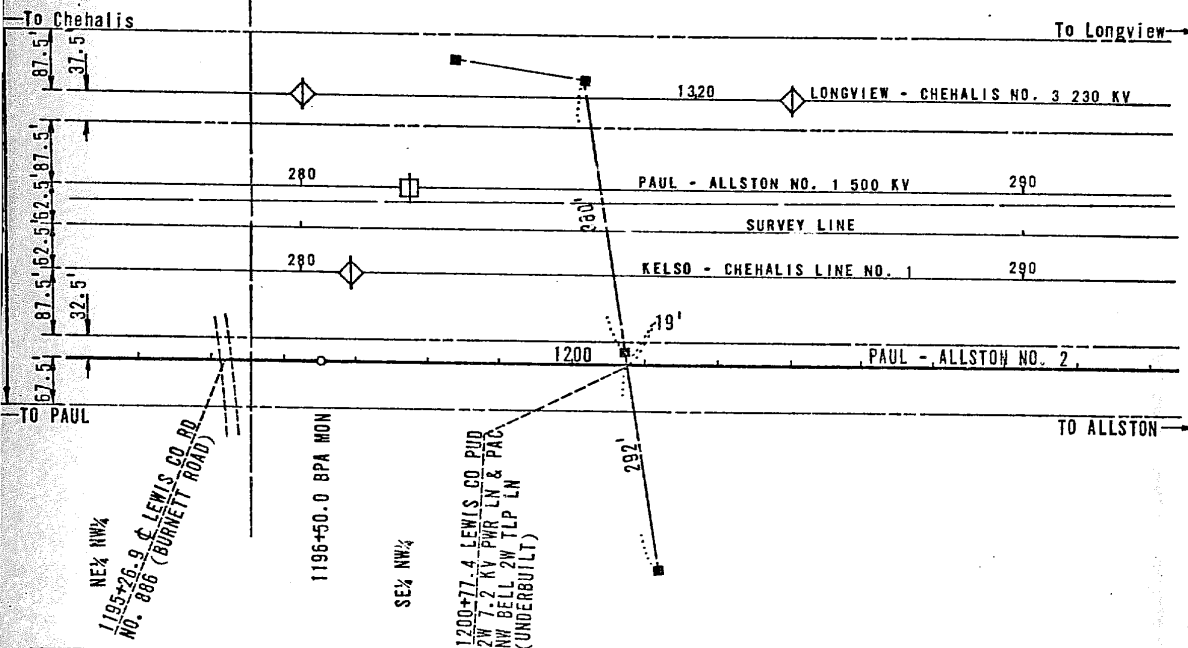
| | | | | | | |
|---|-----------|-----------------|----------------|-----------------|---------------------|-------------------|
| NAME OF BPA LINE Paul - Allston No. 2 | | | | | VOLTAGE 500 KV | R/W WIDTH 525' |
| SUBDIVISION NE 1/4 NW 1/4, SE 1/4 NW 1/4 | SEC 31 | TOWNSHIP 12N | RANGE 2W WM | COUNTY Lewis | STATE Washington | |

DESCRIPTION OF UTILITIES CROSSED
2PA-102A, Lewis County Road No. 886 (Burnett Road), 2PA-103A, Lewis Co PUD power line



ZONE
(STATE COORDINATE SYSTEM)

SCALE 1" = 200'



| BPA STATION | FOREIGN STATION | MINIMUM CLEARANCE | BPA OVER UNDER | BPA STATION | FOREIGN STATION | MINIMUM CLEARANCE | BPA OVER UNDER |
|-------------|-----------------|-------------------|----------------|-------------|-----------------|-------------------|----------------|
| 1195+26.9 | | 97' | OVER CO RD | | | | |
| 1203+77.4 | | 23' | OVER PWR LN | | | | |

| | | | |
|-----------------------------------|---------------------------------------|---|--|
| TYPE OF CONDUCTOR ACSR Bunting | | WMT 42,300 LBS PER PHASE @ 1/2" ICE & 8 LBS WIND @ 0 °F | |
| NO. OF CONDUCTORS PER PHASE 3 | NO. OF CIRCUITS 1 | <input type="checkbox"/> DC <input checked="" type="checkbox"/> AC 3 PHASE 60 CYCLES PER SECOND | |
| KIND OF STRUCTURE Steel Tower | STRUCTURE DESCRIPTION Delta Config | STRUCTURES W/LINE GUYS None | |

REMARKS
DETAIL CONSTRUCTION DRAWINGS WILL BE AVAILABLE ON REQUEST.

EXHIBIT F

K#19740 6/2/71

PREPARED BY HRS

FILE NUMBER

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

Branch of Land

TO: Land Register Clerk

Date September 11, 1963

This case has been closed. Please make appropriate entries in the Land Register, Land Grant Register, and statistical records. Then forward to the Land Files Station, Mail and Files Section.

Tract number: 3-Lo-C-82A
3-Lo-C-87A

County and State: Lewis County, Washington

Grantor: Public Utility District No. 1 of Lewis County, Washington

Grantee: Bonneville Power Administration

Contract number: # 14-03-37929

Date of instrument: May 20, 1963

Rights or privileges conveyed: Right to construct, operate, and maintain a 230 kv transmission line over and across the PUD's power lines.

William R. Edwards
~~XXXXXXXX~~ Conveyances Examiner

TO: Land Files Station, Mail and Files Section

The Branch of Land has completed work on the above case. Please prepare

1. Index cards (s)
2. Permanent folder (s)
3. Cross references, as necessary.

Betty Pickwood
Land Register Clerk

BPA 478C
Rev. 3-7-66
(P.U.D.)

Contract No. 14-03~~3009~~- 37929
Tract No. 3-Lo-C-82A
3-Lo-C-87A

CROSSING AGREEMENT

THIS AGREEMENT made this 20th day of May,
19 63, by and between PUBLIC UTILITY DISTRICT OF LEWIS COUNTY, WASHINGTON,

a municipal corporation (hereinafter referred to as "the District"), and the
UNITED STATES OF AMERICA, Department of the Interior, acting through the
Bonneville Power Administrator (hereinafter referred to as "the United States"),

W I T N E S S E T H :

1. The District, in consideration of the covenants and agreements hereinafter contained, does hereby grant unto the United States and its assigns, the right to construct, maintain, and operate one or more electric power transmission lines and such other wires, lines, and circuits as may be necessary for the efficient operation and maintenance of said electric power transmission lines over and across the right of way of the District's electric power transmission lines at the location(s) described as follows:

The centerline of the Bonneville Power Administration's transmission line crosses tracts:

- 3 Lo-C-82A - The centerline of Lewis County FUD's 7.2 kv, 2-wire power line at BPA survey station 1477 + 93.4 and 1479 + 51.1, near the center of Section 18, Township 12 North, Range 2 West, Willamette Meridian, Lewis County, Washington, as shown on drawing, Serial No. 120228.
- 3 Lo-C-87A - The centerline of a 7.2 kv, 2-wire power line at BPA survey station 1614 + 00.6, near the center of the south line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31, Township 13 North, Range 2 West, Willamette Meridian, Lewis County, Washington, as shown on drawing, Serial No. 120231.

The exact location and manner of construction of the United States electric power transmission lines, together with a more particular description and explanation thereof, are set forth in the drawing(s) marked Exhibit(s) A and B, attached hereto and by this reference made a part hereof; provided, however, that whenever the United States desires to construct at any of the above-described location(s) any additional lines not shown on the attached exhibit(s), it shall first submit drawings showing the type, manner and location of the proposed construction, and no construction shall be commenced unless and until the District has approved the plan submitted.

2. The foregoing agreement is made subject to the following conditions, to-wit:

- a. That all construction, operation, maintenance and alteration of the electric power transmission lines of the United States shall be done in accordance with applicable state laws and in conformance with the latest current revision of the National Electrical Safety Code, Handbook Series of the United States Bureau of Standards; provided, however, that such lines shall be constructed, operated, maintained and altered by the United States in such a way as will not interfere with the use of said right of way by the District.
- b. The District shall have the right at any and all times to determine whether the manner of construction, maintenance or renewal of the electric power transmission lines of the United States, or their appurtenances, conforms to the foregoing requirements, and if the District shall in any case determine that the manner of construction, maintenance or renewal does not so conform, it may notify the United States in writing to make such changes as the District may deem necessary to make such construction, maintenance or renewal conform to the foregoing requirements. If the United States shall, for a period of thirty days after receipt of such notice, fail to make such changes as may be required by the District, the District may, if it so elects, terminate this agreement forthwith.
- c. All costs of construction, maintenance, repair, alteration and removal of the electric power transmission lines of the United States, and appurtenances, shall be paid by the United States.

20f4 K#37929 5/20/63

d. If the District shall incur any necessary expense by reason of the construction, operation, maintenance or presence of said electric transmission lines, the United States will pay to the District, the actual amount expended by the District upon the presentation of properly executed vouchers therefor. Provided, however, that no such payment will be made unless prior to the incurring of any such expense by the District, the Bonneville Power Administrator shall have approved the necessity and amount thereof in writing; provided further, that if in an emergency it becomes necessary for the District to incur such expenses without having first obtained the approval of the Bonneville Power Administrator, the United States shall not be required to make any payment therefor unless the sum expended shall be approved by him.

e. Any and all damage or injury necessarily done to the District's right of way or facilities or any property lawfully upon said right of way, in the construction, operation, maintenance, repair or renewal of the United States electric power transmission lines, shall be immediately repaired or reconstructed by the United States under the supervision and to the satisfaction of the District.

3. If the United States shall at any time cease to maintain its electric power transmission line at any of the above-described locations, the United States will remove its improvements from such location and restore the premises of the District to their former state, whereupon all rights and privileges of the United States under and by virtue of this agreement shall forthwith automatically cease and terminate.

4. The United States assumes all risk of loss, damage or destruction to its electric power transmission lines, supporting towers and appurtenances that may be caused in any manner by the construction, maintenance and operation of the electric power transmission lines of the District, unless such loss, damage, or destruction is caused by the negligence of the District or its employees or agents.

~~to be the responsibility of the District.~~

5. All expenditures to be made by the United States under the provisions of this agreement shall be subject to appropriations being available for the purpose.

6.XX. No Member or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this contract if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

PUBLIC UTILITY DISTRICT OF LEWIS COUNTY,
WASHINGTON

By R. Perkins

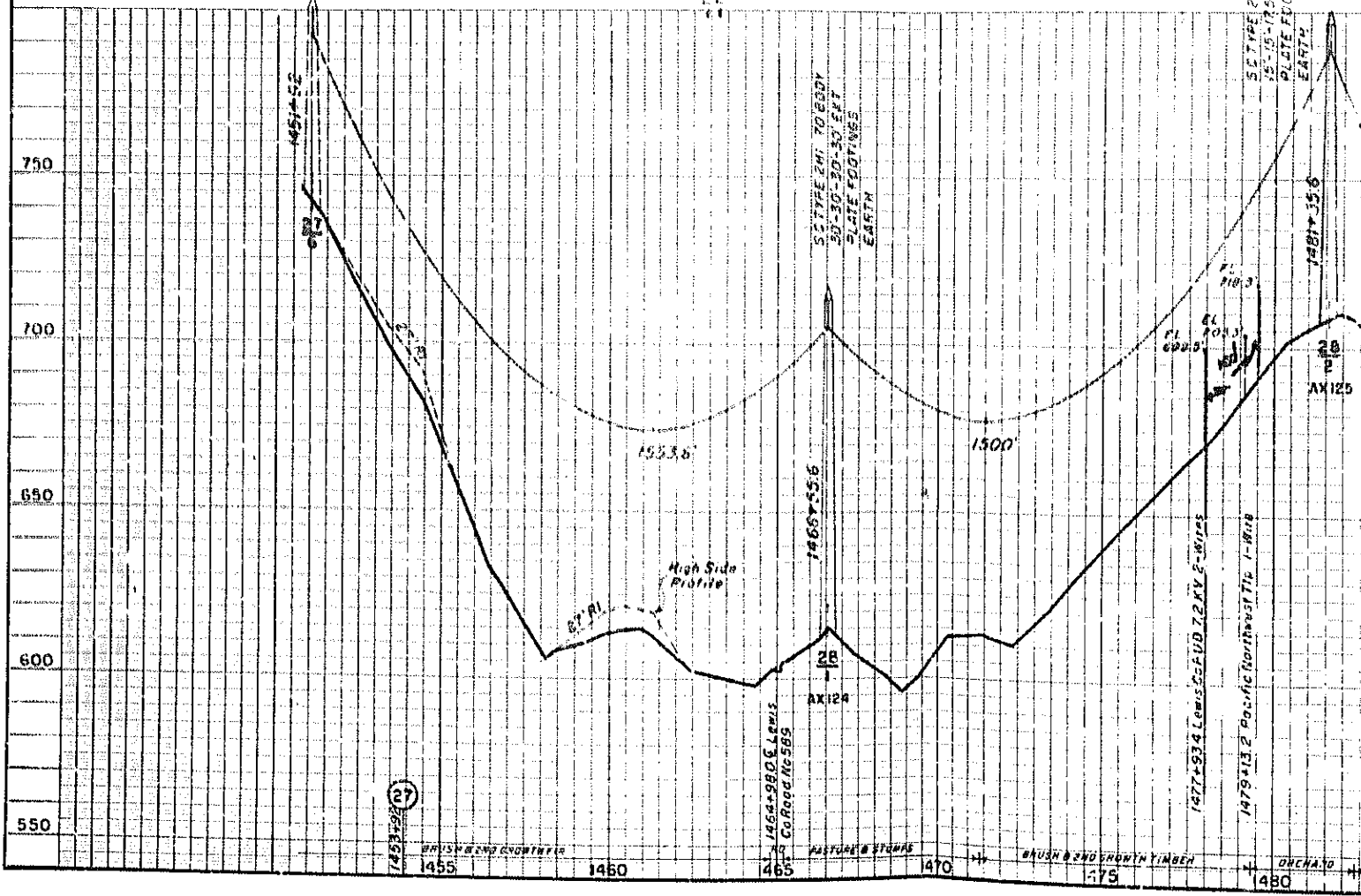
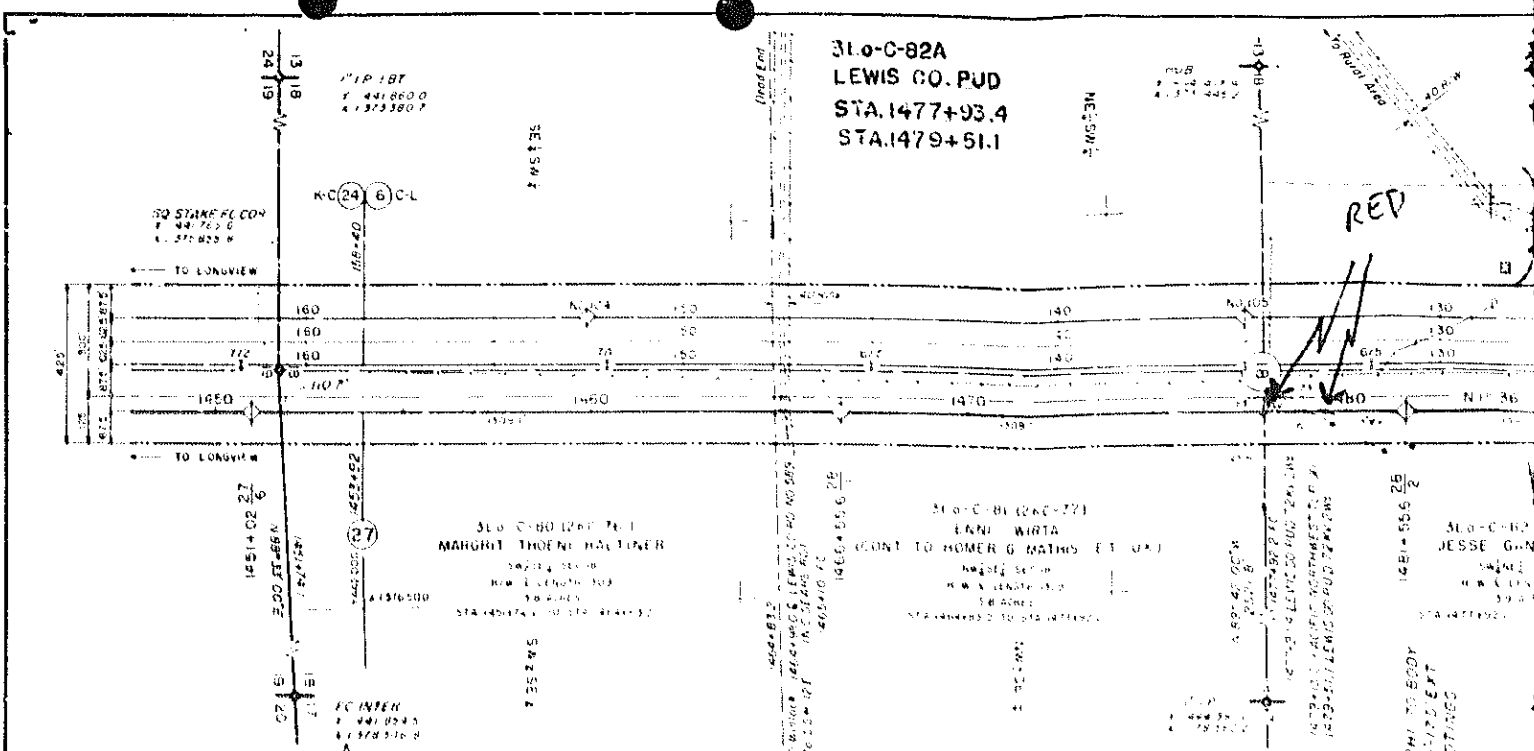
Attest G. Peters

UNITED STATES OF AMERICA,
Department of the Interior
Acting through the
Bonneville Power Administrator

By [Signature]

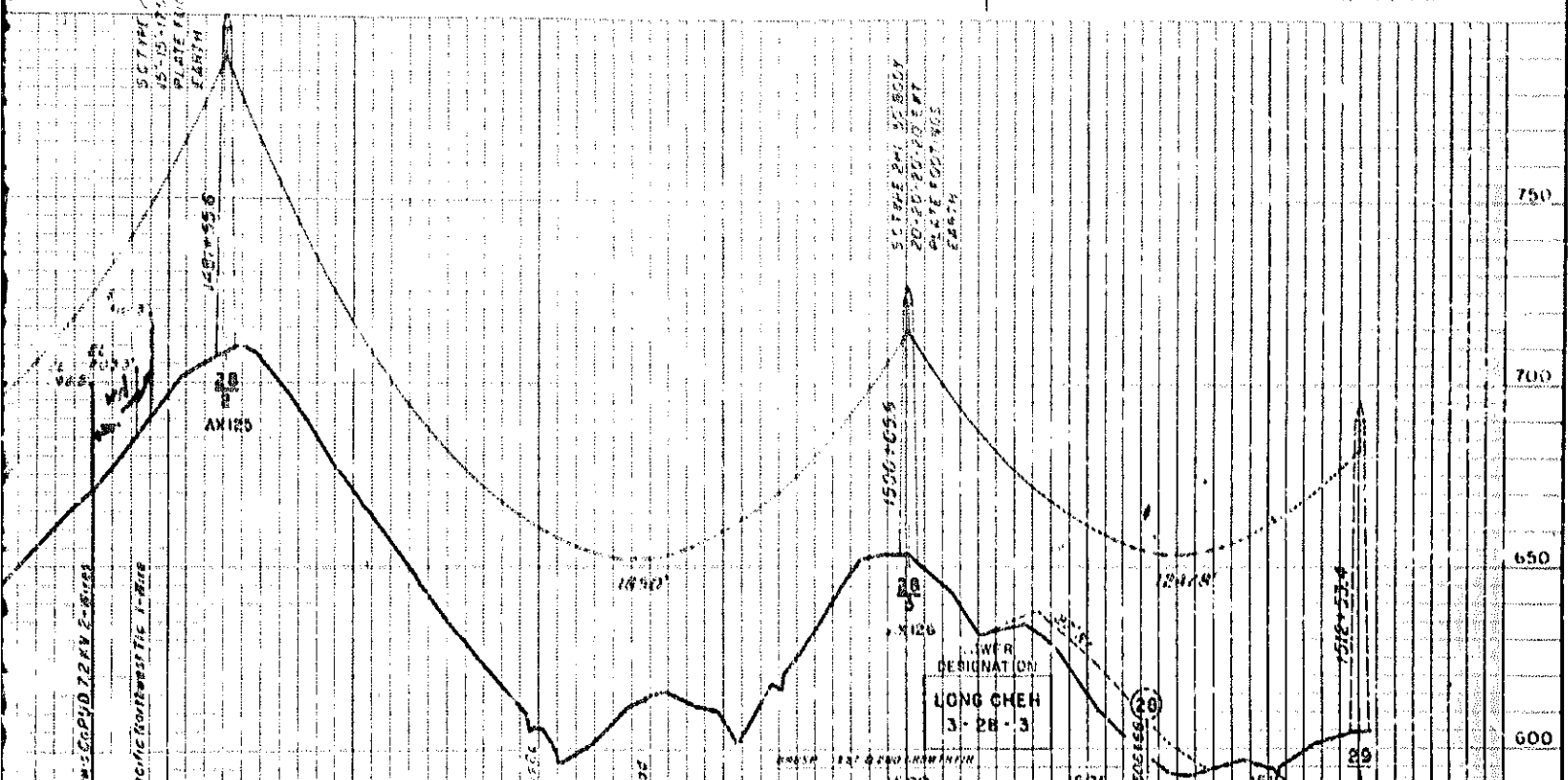
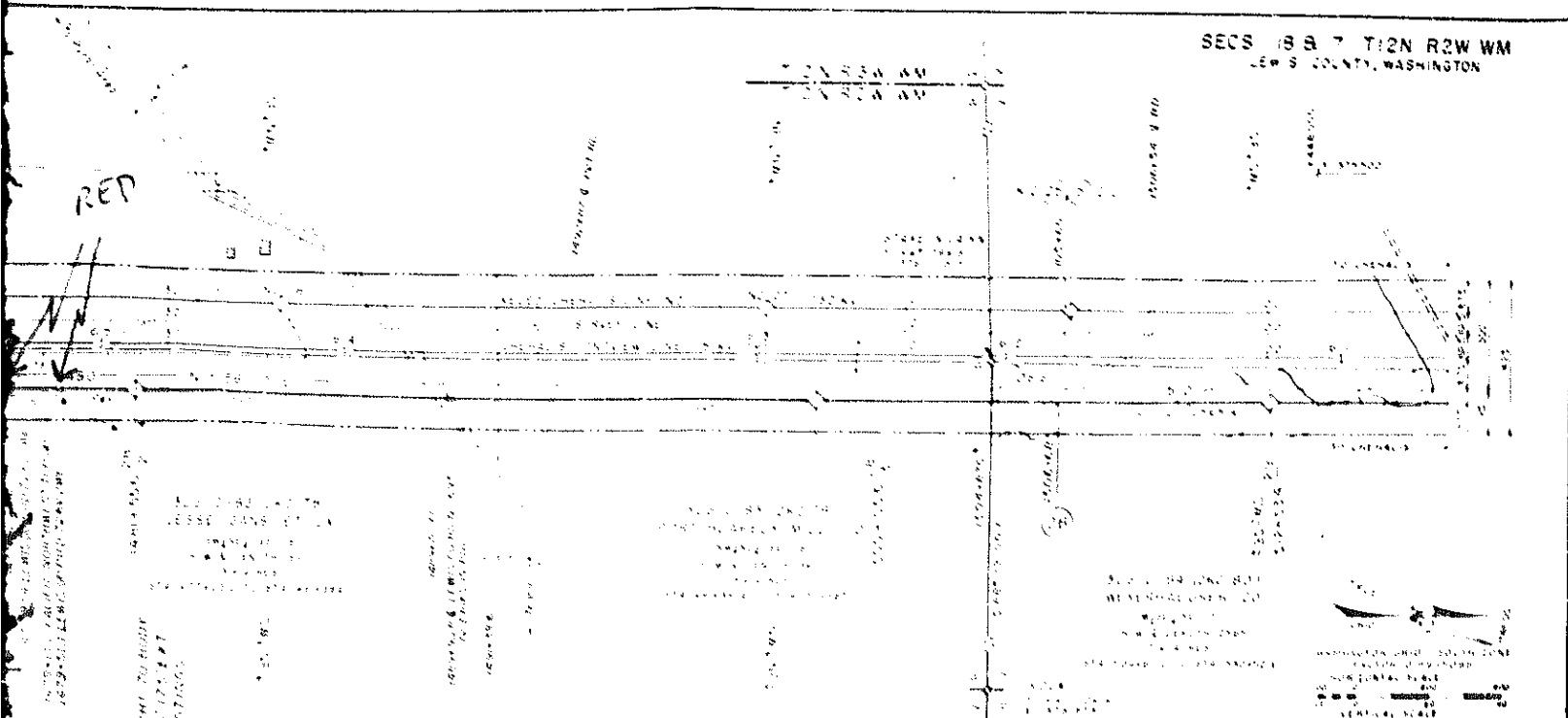
~~Chief Engineer~~
Principal Title Officer
Branch of Land

4 of 4 K#37929 5/20/63



SECS 18 9 7 T12N R2W WM
LEWIS COUNTY, WASHINGTON

REP



1477+234 LEWIS COUNTY D. 22 FV 2-8103

1477+132 Pacific Northwest TIC 1-1-1988

1487+55 750'

1500+05 700'

1512+00 650'

1520+00 600'

1530+00 600'

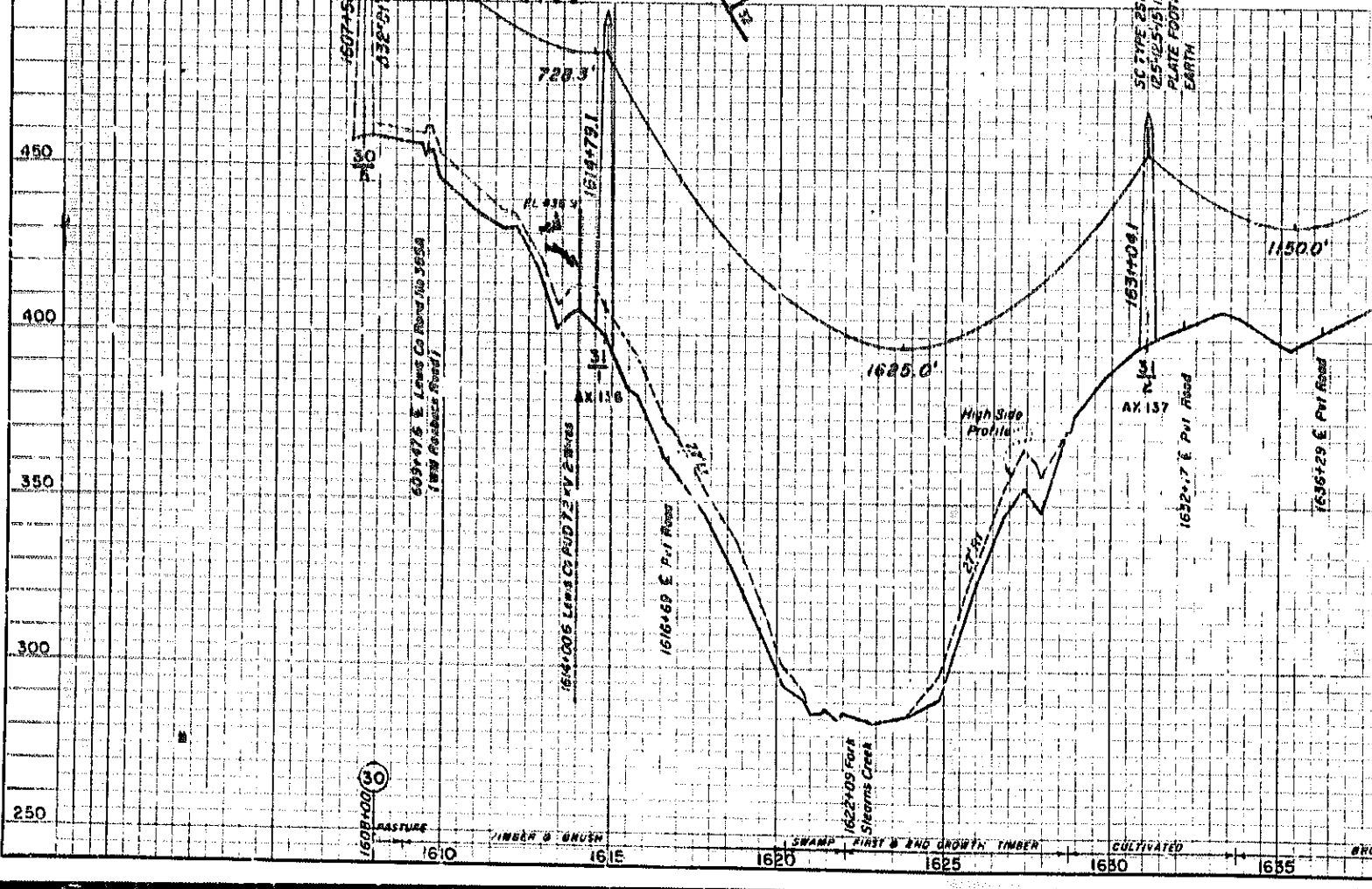
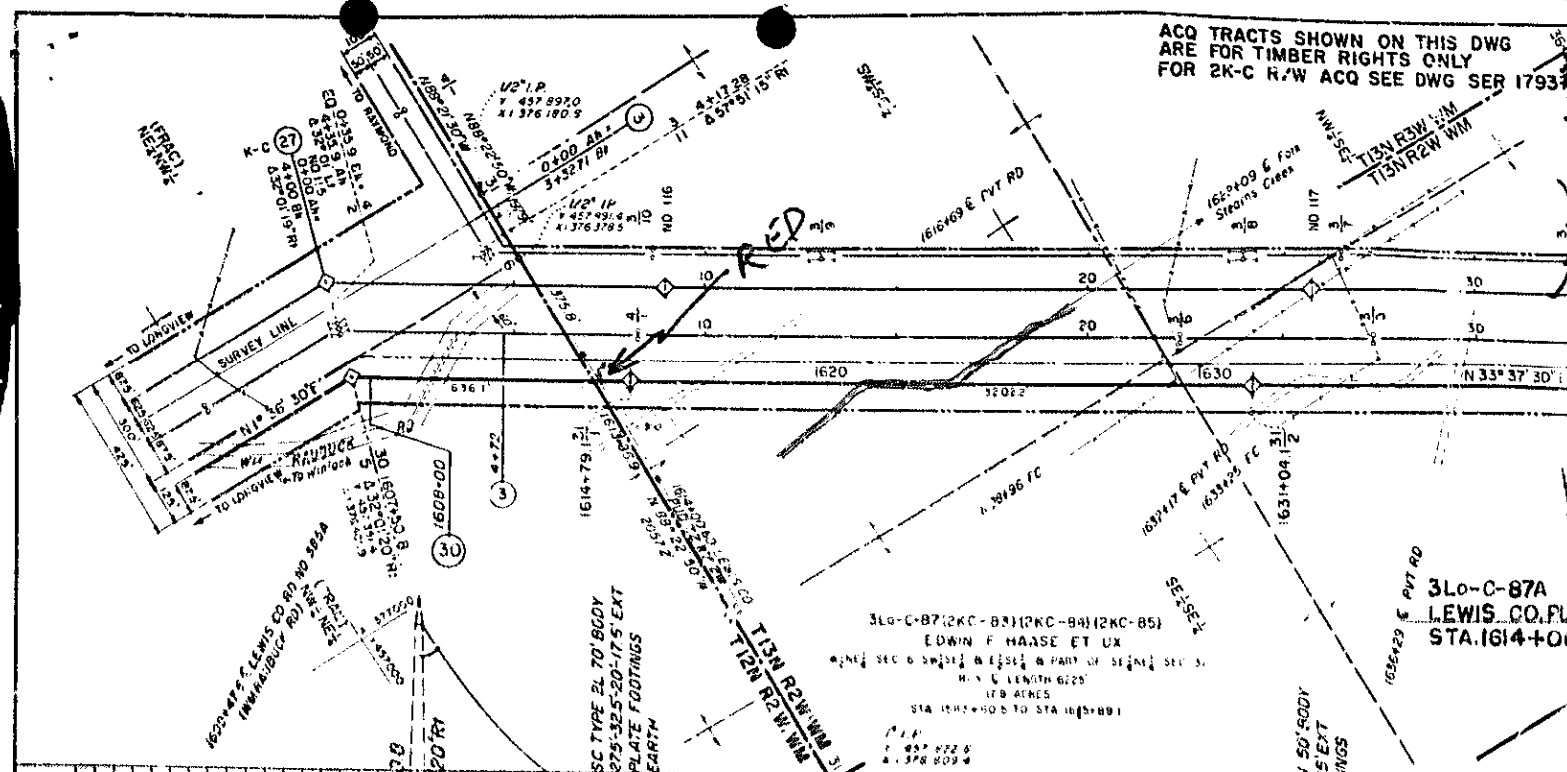
1540+00 600'

1550+00 600'

| | | | |
|--|--|---|--|
| <p>The calculator gives shown is that used for determining tower locations DISTANCE IN FEET TO NEAREST TOWER 12000 FT (3712' H)</p> <p>K# 37929 5/20/63</p> | | <p>UNITED STATES DEPARTMENT OF THE INTERIOR BUNNIVILLE POWER ADMINISTRATION (BACCHILLATORY, W. WILSON, WASHINGTON)</p> <p>LONGVIEW - CHEHALIS NO 3 250 FT TRANSMISSION LINE MILE 28 FROM LONGVIEW</p> <p>DATE: 5/20/63 DRAWN BY: [Signature] CHECKED BY: [Signature] SCALE: 1" = 100'</p> | |
| <p>480 ORCHARD STUMPS & PASTURE 1485</p> | | <p>1490 1495</p> | |

EXHIBIT A

ACQ TRACTS SHOWN ON THIS DWG
ARE FOR TIMBER RIGHTS ONLY
FOR 2K-C R/W ACQ SEE DWG SER 1793



1610 1615 1620 1625 1630 1635

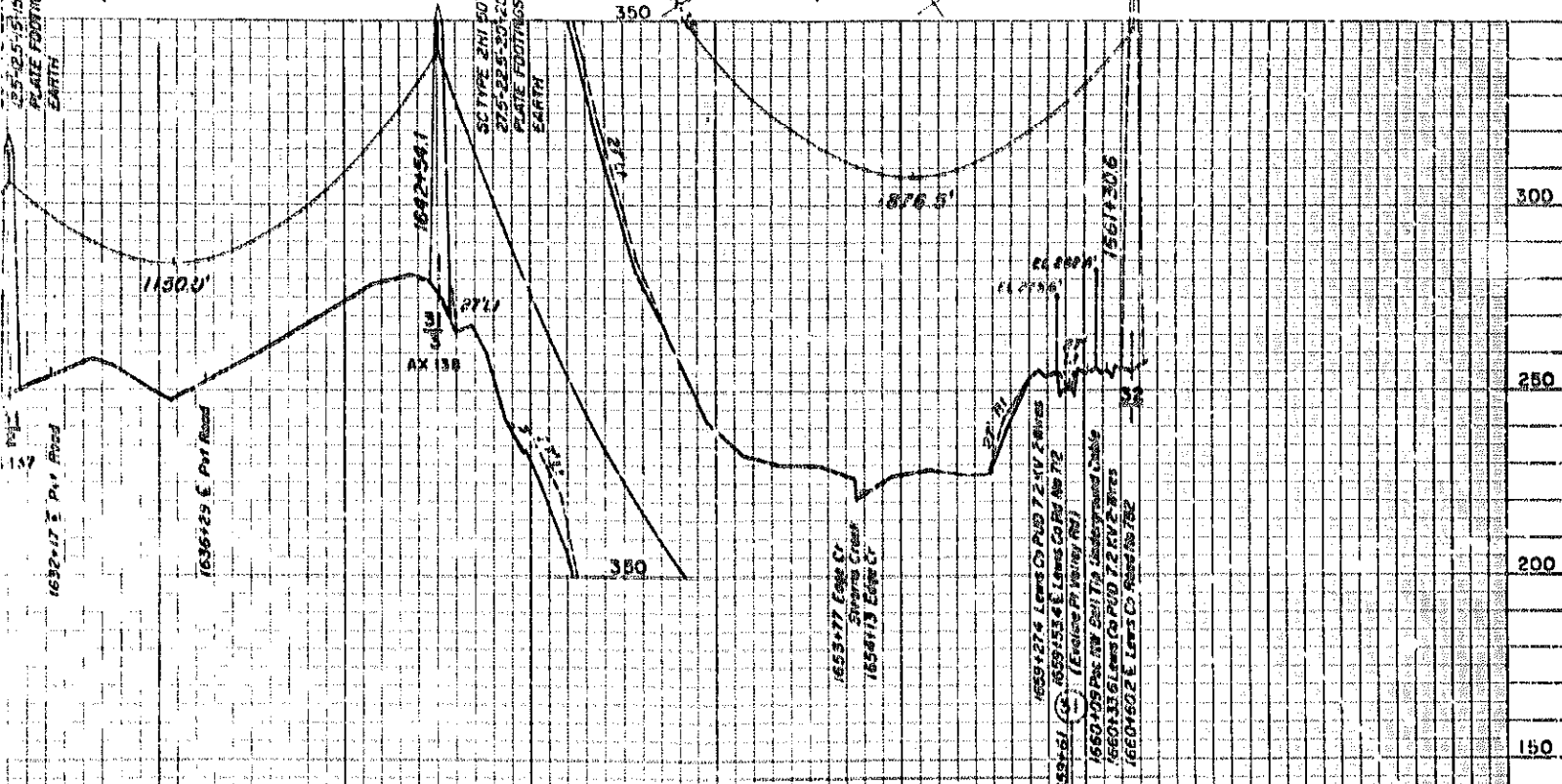
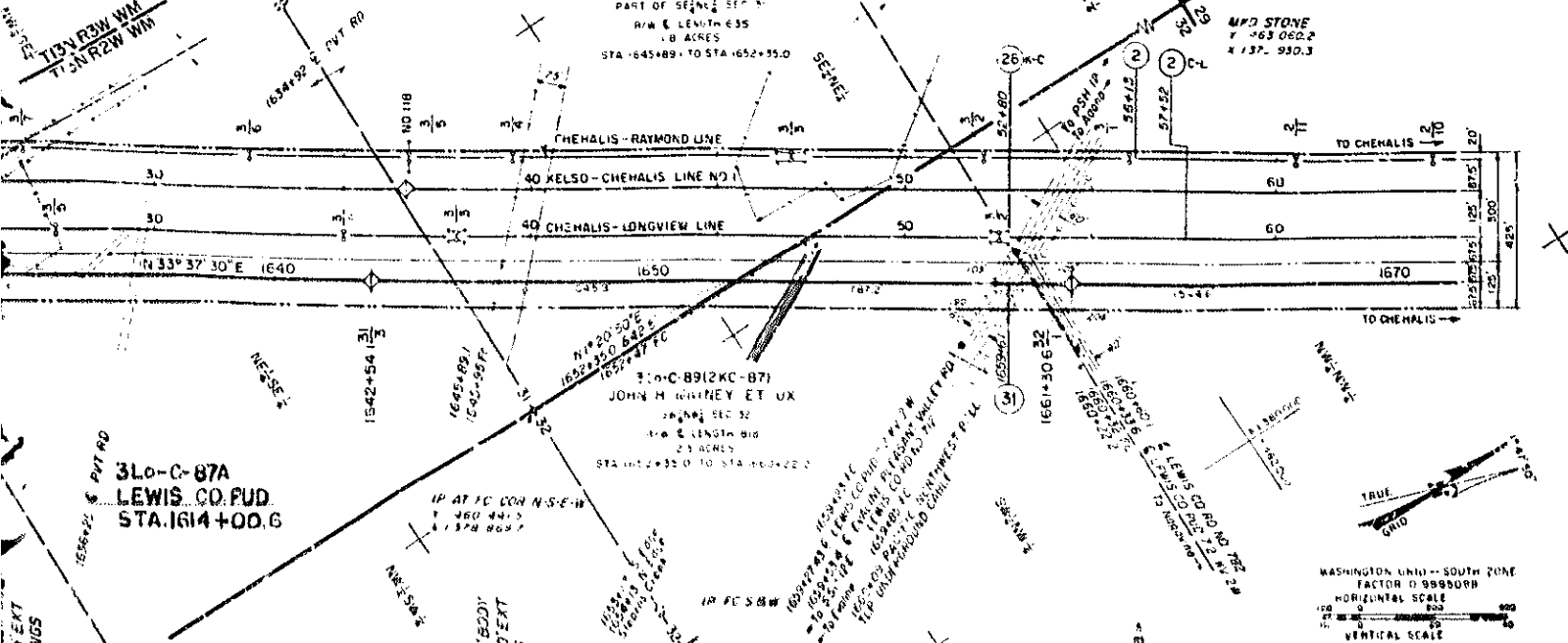
PASTURE
TIMBER & GRASS
SWAMP
FIRST & 2ND GROWTH TIMBER
CULTIVATED

OWN ON THIS DWG
R RIGHTS ONLY
ACO SEE DWG SER 17937

310-C-89(2KC-85)
ESTHER E JOHN
CONT TO GROVER MULLINS ET UX
PART OF SEC 32
R/W E LENGTH 635
1.8 ACRES
STA 1645+89.1 TO STA 1652+35.0

SECS 6, 31 & 32 T12 & 13 N R2W WM
LEWIS COUNTY, WASHINGTON

MPO STONE
T 163 060.2
K 137. 930.3



TOWER DESIGNATION
LONG CHEM
3-31-3

The conductor curve shown is that used for determining tower location
Using USCBOS Line ACSH DRARE - MWT (2000 at 1/2" ICT)

K# 37929
5/20/63

ACQ SER 17937

UNITED STATES DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
HEADQUARTERS PORTLAND, OREGON

LONGVIEW - CHEHALIS NO 3
230 KV TRANSMISSION LINE
SHORT MILE 31 FROM LONGVIEW 5161'

DATE 10-6-61
NO 120231
REV 123-27.0

EXHIBIT B

Hand Deliv JUN 13 2008 1p-cw

Agreement No. 08TX-13213

**2008 NETWORK OPEN SEASON
PRECEDENT TRANSMISSION SERVICE AGREEMENT**
executed by the
UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
acting by and through the
BONNEVILLE POWER ADMINISTRATION
and
PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

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Exhibit A Service Agreement

JUN 16 2008

This PRECEDENT TRANSMISSION SERVICE AGREEMENT (Agreement) is entered into by and between the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (Bonneville), and PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY (Customer) collectively referred to as "Parties" and individually as "Party".

WHEREAS, the Customer has requested Long-Term Firm Point-to-Point (PTP) Transmission Service, or has requested the addition of a new Network Resource or new Network Load under its Network Integration (NT) Transmission Service Agreement, and has one or more eligible transmission service request(s) (TSR) pending in Bonneville's Open Access Same-Time Information System (OASIS) queue; and

WHEREAS, modifications or additions to the Federal Columbia River Transmission System (FCRTS) facilities may be required before Bonneville can provide the requested PTP or NT Transmission Service; and

WHEREAS, Bonneville has provided notice to the Customer that it will conduct a Network Open Season process to obtain commitments for the purchase of Transmission Service, and will conduct Cluster Studies as necessary to determine the required system additions, modifications or upgrades needed in order to provide such service; and

WHEREAS, Bonneville will be responsible for and will conduct all studies associated with achieving compliance under the National Environmental Policy Act (NEPA), completing such studies prior to decisions related to the construction of facilities; and

WHEREAS, the Customer by signing this Agreement and the attached Service Agreement is committing to purchase Long-Term Firm Transmission Service from Bonneville, contingent upon Bonneville satisfying certain requirements or conditions precedent, all as specified in this Agreement.

NOW THEREFORE, the Parties do hereby enter into the following:

1. TERM

This Agreement, having been previously signed by Bonneville, is effective when the Customer has signed this Agreement and returned it to Bonneville and has satisfied the requirements in section 3(b) and 3(e). In the event the Customer does not satisfy the requirements of sections 3(a), 3(b) and 3(e), this Agreement shall not become effective, and the status of the Customer's TSR will be changed to 'DECLINED'. After the Effective Date, this Agreement shall remain in effect until the earlier of this section 1(a) or 1(b):

(a) **Termination upon Release of Security or Service Commencement Date**

At the later of:

- (1) the release of the full amount of the Security to the Customer pursuant to section 7(a); or
- (2) the Service Commencement Date for Transmission Service pursuant to section 6(b) or 6(c);

this Agreement shall terminate.

(b) **Termination for Bonneville Failure to Satisfy Requirements or Meet Deadlines; or upon Conditions of FERC Approval**

If any of the following occurs:

- (1) **Bonneville is Unable to Satisfy Requirements**
Bonneville determines that it is unable to satisfy, or fails to satisfy, the requirements as described in sections 5(c)(1), or 5(d)(2);
- (2) **Bonneville is Unable to meet Deadlines**
Bonneville determines that it is unable to meet, or fails to meet, either of the dates specified in sections 5(e)(1). In such event, Bonneville shall notify the Customer, and no later than 15 days from the receipt of Bonneville's notice, the Customer elects to exercise its termination right in writing to Bonneville; or
- (3) **Conditions of FERC Approval**
If either Party exercises its termination rights pursuant to section 10;

then this Agreement shall terminate and the Service Agreement as previously signed by the Customer shall be null and void. Bonneville shall promptly release all of the Customer's Security and the Customer's original TSR, as existing prior to the Customer signing this Agreement, shall remain in Bonneville's long-term OASIS queue.

2. DEFINITIONS

Unless otherwise defined herein, capitalized terms are defined in Bonneville's OATT, Transmission and Ancillary Service Rate Schedules and General Rate Schedule Provisions, and/or External Business Practices or Bulletins.

- (a) "Bridge" means the contract period which spans the gap in time from the commencement of Conditional Firm service until the commencement of Transmission Service, at the full transmission demand in the Customer's TSR.

- (b) “Cluster Study” means a process for studying a group of TSRs in the aggregate. A Cluster Study process may be used to complete a System Impact Study, System Facilities Study, NEPA analysis or other study or analysis necessary to determine system modifications required to provide Transmission Service.
- (c) “Conditional Firm” means a form of Transmission Service which Bonneville may offer under a separate arrangement if Bonneville determines it does not have sufficient long-term ATC to meet the request. Conditional Firm includes less-than-firm transmission service defined by a lower curtailment priority in either a defined number of hours in a year or during predefined system conditions (FERC Order No. 890, ¶¶ 911 and 912), which Bonneville will use due diligence to develop but is not obligated to offer under this Agreement.
- (d) “Effective Date” means the date this Agreement, having been previously signed by Bonneville, is signed by the Customer and returned to Bonneville pursuant to section 3(a) and the Customer has satisfied the requirements of sections 3(b) and 3(e).
- (e) “Eligible TSR” means all existing network TSRs in OASIS, new network TSRs as may be submitted by the date specified in a notice by Bonneville, and excluding any requests on the Northwest AC Intertie, Pacific DC Intertie, and Montana Intertie.
- (f) “Expansion Facilities” means those FCRTS modifications or additions that Bonneville determines are required to provide Transmission Service to the Customer and to other Open Season Participants in aggregate.
- (g) “FERC” means the Federal Energy Regulatory Commission.
- (h) “Network Open Season” means the process by which Bonneville desires to contractually and financially secure a long-term firm commitment from customers with Eligible TSRs to purchase Transmission Service.
- (i) “Open Season Deadline” means close of business on the day as specified in a notice from Bonneville, which date shall be the last day on which the Customer electing to be a Network Open Season Participant shall have signed and returned this Agreement to Bonneville.
- (j) “Open Season Participant(s)” means all customers determined by Bonneville to have one or more Eligible TSRs, who sign a Precedent Transmission Service Agreement and the associated Service Agreement and comply with the requirements of section 3.

- (k) "Participating TSR" means any Eligible TSR for which the Customer executes a Precedent Transmission Service Agreement and the associated Service Agreement.
- (l) "Security" means a Letter of Credit, deposit into an escrow account, or cash deposit by the Customer, pursuant to section 3(e).
- (m) "Service Agreement" means, for the purposes of this Agreement, the applicable Table(s) of Exhibit A or Exhibit C (Specifications for Long-Term Firm PTP or NT Transmission Service) attached to the Service Agreement for PTP or NT Transmission Service between Bonneville and the Customer, specific to the Customer's TSR, and which is attached to this Agreement as Exhibit A.
- (n) "Service Commencement Date" means the date as described in sections 6(b) or 6(c), on which Bonneville will start Transmission Service to the Customer.
- (o) "Service Duration" means the Start Date and Termination Date (as defined in the Service Agreement) originally requested by the Customer in section 1(a) of the Service Agreement, unless extended by the Customer pursuant to section 1(b) of the Service Agreement, in which case the Service Duration will be as extended by the Customer.
- (p) "Tariff" or "OATT" means Bonneville's Open Access Transmission Tariff, dated October 2003, or its successor, unless otherwise specified herein.
- (q) "Transmission Service" means the Long-Term Firm PTP Service or NT Service requested on Bonneville's OASIS in accordance with Bonneville's OATT.

3. CUSTOMER REQUIREMENTS AND OPTION TO INCREASE CONTRACT TERM

- (a) **Precedent Transmission Service Agreement**
The Customer shall be required to sign and submit a separate Precedent Transmission Service Agreement for each Eligible TSR in OASIS, prior to the Open Season Deadline or when the TSR expires (stop date), whichever is earlier.
- (b) **Service Agreement**
For each Eligible TSR in OASIS, the Customer shall be required to sign and submit its Service Agreement to Bonneville prior to the Open Season Deadline or when the TSR expires (stop date), whichever is earlier. At the time the Service Commencement Date is established pursuant to section 6(b) or 6(c), Bonneville will, in section 1(c) of the Service Agreement, fill in any applicable revised Start Date and revised Termination Date, as determined in accordance with this section 3 and section 6. Both Bonneville and the

Customer shall initial and date section 1(c) of the Service Agreement prior to Bonneville signing the Service Agreement.

(c) **Service Agreement and TSR Contract Term**

The Customer may elect to increase its Service Duration as currently defined by the duration between the Start Date and the Termination Date included in the Customer's original TSR and section 1(a) of the Service Agreement. If the Customer desires to increase its contract term, it shall specify and initial the duration of its newly requested contract term in section 1(b)(2) of its Service Agreement.

(d) **Customer Election for Requested Minimum Partial Service Demand**

If the Customer desires a minimum threshold in whole megawatts below which the Customer does not desire Bonneville to make an award of partial service, the Customer shall fill in the minimum threshold and initial on the line in section 1(b)(3) of its Service Agreement. In the event the Customer does not make an election, Bonneville will not make any partial service awards to the Customer for less than the Customer's full requested megawatt demand.

(e) **Security Requirement**

Not later than close of business on June 27, 2008, the Customer shall provide evidence of Security equal to the requested PTP Reserved Capacity times the long-term firm PTP transmission service rate in section II.A. of Bonneville's PTP-08 rate schedule for 12 months, or, for requested NT service, the charge in section II.A. of Bonneville's NT-08 rate schedule applied to the projected transmission service for one year. The Customer shall provide this Security by choosing one of the following: (i) Letter of Credit, (ii) deposit into an escrow account, or (iii) non-interest bearing cash deposit with Bonneville, each as established and maintained in accordance with Bonneville's 2008 Network Open Season Bulletin. No Security requirement will be required for the Customer's TSR if:

- (1) the Customer has an NT Transmission Service Agreement, its Eligible TSR is for transmission of a new Network Resource on OASIS, and such Customer submits a statement attesting to the resource and generation conditions specified in section 29.2 (viii) of the FERC Order No. 890 OATT, or
- (2) Bonneville determines that it has sufficient Available Transfer Capability (ATC) to serve the full transmission demand associated with the Customer's TSR as of April 14, 2008.

4. INITIAL BONNEVILLE ATC DETERMINATION

(a) **Satisfaction of Customer Requirements and Bonneville Determination of ATC**

After Bonneville determines that the Customer has satisfied the requirements in section 3(a), 3(b), and 3(e), Bonneville shall evaluate the sufficiency of its ATC to serve the requirements of Network Open Season Participants.

(b) **Determination of ATC Availability to Serve the Customer**

If Bonneville determines that there is sufficient ATC to serve the full transmission demand associated with the Customer's TSR and consistent with queue priority in OASIS: (i) Bonneville shall notify the Customer, (ii) shall specify the Service Commencement Date consistent with section 6(b) of this Agreement, (iii) the Customer and Bonneville shall conform the Customer's TSR, and (iv) Bonneville shall sign the Service Agreement.

(c) **Determination of Partial ATC Availability to Serve the Customer**

If Bonneville determines that there is sufficient ATC to serve an amount of transmission service equal to or exceeding the requested minimum partial demand established pursuant to section 3(d) and consistent with queue priority in OASIS: (i) Bonneville shall notify the Customer, (ii) shall specify the Service Commencement Date consistent with section 6(b) of this Agreement. The Customer and Bonneville shall conform the Customer's TSR, and Bonneville shall sign the Customer's Service Agreement with such partial demand. Bonneville will prepare a new Exhibit A Service Agreement with the remaining transmission demand, which the Customer shall sign. Bonneville will not make a partial service award for any term less than the Service Duration requested by the Customer unless made upon agreement by the Customer.

(d) **Determination of No Amount of ATC to Serve the Customer**

To the extent Bonneville determines that ATC is not available to serve the Customer's transmission demand pursuant to section 4(b) or 4(c), section 5 shall apply.

(e) **Later Determination of Additional ATC Availability**

If at any time during the term of this Agreement, Bonneville determines that ATC exists to serve the full transmission demand or partial demand associated with the Customer's TSR, and consistent with queue priority in OASIS, Bonneville shall apply section 4(b) or 4(c) as appropriate.

5. BONNEVILLE REQUIREMENTS PRIOR TO CONSTRUCTION OF EXPANSION FACILITIES

(a) Suspension of Existing Study Agreements

Bonneville's obligations under any pre-existing study agreement related to Participating TSRs are suspended while this Agreement is in effect. Any pre-existing study agreements related to Participating TSRs shall terminate upon Bonneville providing the notice specified in section 5(f) of this Agreement and Bonneville shall release (refund) any unspent funds advanced by the Customer for the pre-existing study agreement at that time. If this Agreement terminates while such pre-existing, but suspended, study agreement remains in effect, Bonneville's obligation under the pre-existing study agreement shall recommence and Bonneville shall, upon agreement by the Customer, complete any work that may be necessary to fulfill its obligations under the study agreement.

(b) Cluster Studies

In order to achieve the maximum efficiencies from its planning processes and the identification and design of Expansion Facilities, Bonneville shall aggregate Participating TSRs and study those requests in a cluster. Such Cluster Study shall identify and design a proposed plan of service to supply the aggregate transmission needs of the Participating TSRs, and shall also identify the projected cost of any facilities and the proposed schedule to complete construction. Bonneville shall use due diligence to perform the Cluster Study or cause such study to be performed. Bonneville shall not separately charge any Cluster Study costs to Open Season Participants, except to the extent those costs may be included in Bonneville's embedded cost transmission rates and the Customer takes service under such rates.

(c) Determination of Rate Treatment Applicable to Transmission Service

Bonneville shall evaluate the projected cost and benefits of proposed Expansion Facilities consistent with its Commercial Infrastructure Financing Proposal posted on BPA's website at http://www.transmission.bpa.gov/business/IssuesPolicySteeringCmttee/documents/Allocating_Costs_Financing.pdf to determine in its discretion whether Transmission Service can reasonably be provided under the applicable PTP or NT rate schedule (Bonneville's "rolled-in" or "embedded" rate).

- (1) If Bonneville so determines that Transmission Service may be provided at rolled-in rates, Bonneville shall notify the Customer and proceed to complete its NEPA analysis pursuant to section 5(d).
- (2) If Bonneville determines that Transmission Service cannot be provided at rolled-in rates, Bonneville shall notify the Customer, this

Agreement shall terminate pursuant to section 1(b)(1), and Bonneville will process the Customer's TSR in accordance with the OATT.

(d) **National Environmental Policy Act (NEPA) Compliance.**

(1) **NEPA Process**

Bonneville shall be responsible for all workload, including studies, as necessary to achieve its NEPA compliance. There shall be no additional compensation required of the Customer under this Agreement associated with NEPA compliance. Bonneville may proceed with preliminary engineering and project management work. Construction of any Expansion Facilities needed to provide Transmission Service under the Service Agreement is contingent on Bonneville's completion of its environmental review process under NEPA for such Expansion Facilities. After completion of the NEPA process, Bonneville will decide whether to proceed with construction. Bonneville reserves the absolute right to choose any alternatives considered in the NEPA process, including the no-action alternative, and nothing in this Agreement or the Service Agreement shall be construed as obligating Bonneville to choose an alternative that involves constructing facilities or to proceed with construction work under this Agreement or the Service Agreement before Bonneville has completed the NEPA review process and has made a decision regarding how to proceed.

(2) **Decision to Build**

In the event that Bonneville develops a plan of service for Expansion Facilities pursuant to section 5(b), to avoid termination of this Agreement pursuant to section 1(b)(1), Bonneville must decide, in its sole discretion after completing such NEPA review, to build such facilities.

(e) **Bonneville Deadlines and Customer Option if Bonneville Requirements are not Met**

Bonneville shall use due diligence to satisfy all of its requirements set forth in sections 5(c) and 5(d).

(1) **Bonneville Deadlines**

The following deadlines, unless a later date is agreed to by the Customer, shall apply to Bonneville:

(i) **Rate Treatment Deadline**

No later than 8 months after the Open Season Deadline, Bonneville shall either: confirm the rolled-in rate treatment and notify the Customer pursuant to section 5(c)(1), or make the Customer an offer of Conditional Firm service pursuant to section 8.

(ii) **NEPA Deadline**

No later than 36 months after the date of the notice given pursuant to section 5(c)(1), Bonneville shall either: notify the Customer pursuant to section 5(f), or make the Customer an offer of Conditional Firm service pursuant to section 8.

(2) **Delay in Bonneville Determinations**

If Bonneville determines that it may not make either the Rate Treatment or the NEPA deadline described in section 5(e)(1), and does not expect to make the Customer an offer of Conditional Firm service by such deadlines, Bonneville shall notify the Customer and shall specify in such notice(s) whether Bonneville expects to make the determination(s) in sections 5(c)(1) and 5(d)(2) at a later date, or has determined that it will not be able to make such requirements. In such case, the Customer shall have the right to terminate this Agreement pursuant to section 1(b)(2).

(3) **Termination if Bonneville Requirements are Not Met**

Upon notice from Bonneville that it cannot satisfy the requirements of either section 5(c)(1) or 5(d)(2), this Agreement shall terminate pursuant to section 1(b)(1).

(f) **Bonneville Requirements Completed; Notification of Projected Service Commencement Date**

Upon Bonneville successfully completing its requirements pursuant to sections 5(c)(1) and 5(d)(2), and no later than the deadlines specified in or agreed to pursuant to section 5(e)(1): (i) Bonneville shall notify the Customer, (ii) Bonneville and the Customer shall conform the Customer's TSR, and (iii) Bonneville shall sign the Service Agreement. Such notice shall include a reasonable estimate of the Service Commencement Date, which will be after Bonneville completes construction activities required for the Expansion Facilities.

6. SERVICE DURATION AND COMMENCEMENT OF SERVICE

(a) **Customer Option Relating to Service Duration**

The Customer may, upon written notice to Bonneville no later than 15 days prior to the Service Commencement Date, elect to shorten its Service Duration by a period that does not exceed the total of the following:

(1) **Conditional Firm**

The period, if any, during which the Customer has taken Conditional Firm service as a Bridge arrangement at the full transmission demand associated with the Customer's TSR prior to the Service Commencement Date; and

(2) **Delay of Construction of Expansion Facilities**

The period, if any, and excluding any coinciding period under section 6(a)(1), by which the Customer's Service Commencement Date, due to delays in the construction of Expansion Facilities, may occur subsequent to the Service Commencement Date provided in Bonneville's notice pursuant to section 5(f) at the outset of construction activities.

(b) **Service Commencement Date if ATC Available**

If Bonneville determines ATC is available to serve the Customer pursuant to section 4(b) or 4(c), the actual Service Commencement Date shall be the later of:

- (1) the first day of the month occurring at least 15 days from the date of receipt by the Customer of the executed Service Agreement; or
- (2) the Start Date as originally requested by the Customer.

This Service Commencement Date will become the Start Date in the Customer's Service Agreement and the Service Commencement Date extended by the Service Duration will become the Termination Date.

(c) **Service Commencement Date if Expansion Facilities are Required**

In addition to its initial notice pursuant to section 5(f), Bonneville shall notify the Customer on a regular basis of the progress of its construction activities, and in the event of a delay, revise the Service Commencement Date. The actual Service Commencement Date shall be the later of:

- (1) the first day of the month occurring at least 15 days from the date on which the Expansion Facilities are available to provide Transmission Service to the Customer, or
- (2) the Start Date as originally requested by the Customer.

The Service Commencement Date will become the Start Date in the Customer's Service Agreement and the Service Commencement Date extended by the Service Duration will become the Termination Date.

(d) **TSR Conformance**

Prior to signing the Service Agreement, Bonneville will provide the Customer instructions, and the Customer shall comply in modifying or 'conforming' the TSR in OASIS, based on the Service Commencement Date, Service Duration and any other pertinent information, and to result in Bonneville changing the OASIS status of the Customer's TSR to 'ACCEPT' and the Customer changing the status to 'CONFIRM'.

7. DISPOSITION OF SECURITY

(a) Release of Security

At the time Bonneville provides to the Customer either Transmission Service or Conditional Firm service as a Bridge arrangement, serving the full transmission demand associated with the Customer's TSR, Bonneville shall within 180 days release to the Customer the Security provided for under section 3(e). In the event of partial demand service that is equal to or exceeds the minimum partial demand specified pursuant to section 3(d), Bonneville shall within 180 days release to the Customer the pro-rata share of Security based on the ratio of the partial service in megawatts to the total transmission demand requested by the Customer in megawatts. In the event that Bonneville makes a partial service award to the Customer for a term that is less than the Customer's Service Duration, Bonneville shall within 180 days release to the Customer the pro-rata share of Security based on the ratio of the term of the partial service award to the Customer's Service Duration in months.

(b) Potential Forfeiture of Security

In the event of a material breach of this Agreement by the Customer; the Customer's Security shall be forfeited to Bonneville, the Customer's TSR with attached Service Agreement in OASIS changed to 'DECLINED' status, and such forfeiture shall not preclude Bonneville from seeking additional remedies.

8. CONDITIONAL FIRM OFFER

At any time during the term of this Agreement, Bonneville may at its discretion, and consistent with OASIS queue priority, offer Conditional Firm service to the Customer. In this event, the terms of service of the Conditional Firm offer, although developed to interface with this Agreement, shall be implemented and administered independently from this Agreement. If the Customer elects not to accept a Conditional Firm offer, Bonneville shall have no obligation to make a subsequent Conditional Firm offer.

9. CREDITWORTHINESS REQUIREMENTS

The Customer agrees to comply with Bonneville's credit support requirements throughout the term of this Agreement, as set forth in Bonneville's Creditworthiness Business Practice, as amended from time to time, and in accordance with section 11 of the OATT. Based on such credit support requirements, at the time Bonneville establishes the Service Commencement Date, Bonneville will determine whether the Customer has an obligation to post additional credit assurances.

10. FERC APPROVAL

Bonneville has filed with FERC certain Tariff revisions regarding the Network Open Season, including a form of Precedent Transmission Service Agreement that includes substantially the same terms and conditions as this Agreement. If FERC issues a final order rejecting all or any part of the Tariff revisions, or adding any conditions to the Tariff or to the form of this Agreement that are material to the Network Open Season or to this Agreement and that are unacceptable to either Party, such Party will have the right to terminate this Agreement upon 30 days' written notice specifying the reasons for termination. Such termination shall be pursuant to section 1(b).

11. NO DEDICATION OF FACILITIES

No undertaking by the Customer or Bonneville under or pursuant to any provision of this Agreement shall constitute or be deemed to constitute a dedication of all or any portion of the FCRTS to the Transmission Customer or to the public.

12. ASSIGNMENT

The Customer shall not assign this Agreement or any of its rights hereunder unless it obtains consent in writing from Bonneville; such consent shall not be unreasonably withheld.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to the Network Open Season, and supersedes any and all previous understanding(s) between the Parties with respect to the Network Open Season and binds and inures to the benefit of the Parties and their successors and assignees.

14. CHOICE OF LAW

This Agreement shall be interpreted, construed, enforced and implemented pursuant to Federal law.

15. SECTION HEADINGS

Section headings and subheadings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.

16. REVISION OF EXHIBITS

The Service Agreement, as it may be modified by the Customer, and signed by the Customer with this Agreement and submitted to Bonneville, is attached by Bonneville to and deemed a part of this Agreement as Exhibit A.

Hand Deliv JUN 13 2008 @ 1pm - cws

17. NOTICES

Unless otherwise specified any notice or other communication related to this Agreement, shall be in writing and shall be deemed to have been received if delivered in person, by First Class mail, by facsimile or sent by overnight delivery service.

If to the Customer:

Public Utility District No. 1 of Lewis County
P.O. Box 330
Chehalis, WA98532-0330
Attention: Dave Muller
Title: Manager
Phone: 360-748-9261
Fax: 360-740-2455

If to Bonneville:

Attention: Transmission Account Executive for Public Utility District No. 1 of Lewis County – TSE/TPP-2
Phone: (360) 619-6016
Fax: (360) 619-6940

If by First Class Mail:
Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

If by Overnight Delivery Service:

Bonneville Power Administration – TSE/TPP-2
7500 NE 41st Street, Suite 130
Vancouver, WA 98662-7905

18. SIGNATURES

The signatories represent that they are authorized to enter into this Agreement on behalf of the Party for whom they sign.

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

By: David Muller
Name: DAVID Muller
(Print/Type)
Title: MANAGER
Date: 6/13/08

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: Rios
Name: ^{for} Matt R. Rios
(Print/Type)
Title: Transmission Account Executive
Date: 7/29/08

MMcDaniel:mmh3583:4/21/08 (W:\TMC\CT\Lewis Co\NOS\PTSA13213.doc)

**EXHIBIT A
SPECIFICATIONS FOR
NETWORK INTEGRATION TRANSMISSION SERVICE**

**TABLE 1A
REQUEST FOR TRANSMISSION SERVICES**

Associated with Precedent Transmission Service Agreement No. 08TX-13213

1. TERM OF TRANSACTION

(a) Originally Specified Contract Term

The Assign Ref is: 72007197
Start Date: at 0000 hours on April 1, 2011.
Termination Date: at 0000 hours on January 1, 2029.

(b) Customer Election for Contract Term and Partial Service

(1) Original Contract Term: 17 years and 9 months.

(2) Requested Contract Term: January 1, 2038

DM
(Initial)

If the Customer desires a Contract Term longer than the Original Contract Term as specified above, the Customer may fill in and initial on the line above, in whole year increments, and not exceeding a period of 30 years. Such longer term shall retain the original Start Date specified in section 1(a) above.

(3) Requested minimum threshold for partial service: 7 MW

DM
(Initial)

If the Customer desires a minimum threshold in whole megawatts below which the Customer does not desire Bonneville to make an award of partial service, the Customer shall fill in the minimum threshold and initial on the line above.

(c) Service Commencement Date pursuant to this Service Agreement

Pursuant to section 3(b) of the Precedent Transmission Service Agreement (PTSA), Bonneville will fill in the applicable Assign Ref, Start Date and/or Termination Date.

The new Assign Ref is: _____ (Bonneville will insert Assign Ref or N/A)

Start Date at 0000 hours on: _____ (Bonneville will insert date)

Termination Date at 0000 hours on: _____ (Bonneville will insert date)

In the event of a Partial Service award: _____ (Bonneville will insert MW demand)

DM 6/13/08
Customer Initial/Date

Bonneville Initial/Date

2. DESCRIPTION OF CAPACITY AND ENERGY TO BE TRANSMITTED BY TRANSMISSION PROVIDER

a. Designated Network Resources: See Exhibit A, Table 1, Revision No. 8, Section 2.

b. New Designated Network Resources:

| Resource | Capacity (MW) | Start Date | Termination Date | Control Area | Assign Ref |
|--------------|---------------|-----------------------------|-------------------------------|-------------------|------------|
| ROCKCREEK230 | 21 | 0000 hours on April 1, 2011 | 0000 hours on January 1, 2029 | BPAT ¹ | 72007197 |

c. Total Network Resources equals 2(a) + 2(b).

3. POINT OF RECEIPT

a. Points of Receipt: See Exhibit A, Table 1, Revision No. 8, Section 3.

b. Additional Point of Receipt:

Rock Creek 230 kV

Location: the points in the Transmission Provider’s Rock Creek Substation where the 230 kV facilities of the transmission lines integrating the wind resources are connected to the Transmission Provider;

Voltage: 230 kV;

4. POINT OF DELIVERY

a. Points of Delivery: See Exhibit A, Table 1, Revision No. 8, Section 4.

b. Additional Point(s) of Delivery:
Not Applicable.

5. NETWORK LOAD:

See Exhibit A, Table 1, Revision No. 8, Section 5.

6. DESIGNATION OF PARTY(IES) SUBJECT TO RECIPROCAL SERVICE OBLIGATION

See Exhibit A, Table 1, Revision No. 8, Section 6.

7. NAMES OF ANY INTERVENING SYSTEMS PROVIDING TRANSMISSION SERVICE

See Exhibit A, Table 1, Revision No. 8, Section 7.

¹ Bonneville Power Administration, Transmission Services

8. CUSTOMER SERVED LOAD

See Exhibit A, Table 1, Revision No. 8, Section 8.

9. SERVICE AGREEMENT CHARGES

Service under this Service Agreement will be subject to some combination of the charges detailed in the Service Agreement Exhibits, including but not limited to:

(a) Transmission Charge

NT-08 Rate Schedule and UFT-08 Rate Schedule or successor rate schedules.

(b) Direct Assignment and Use of Facility Charges

(c) Ancillary Service Charges

10. OTHER PROVISIONS SPECIFIC TO THIS SERVICE AGREEMENT

(a) Creditworthiness

The Customer agrees to comply with Bonneville's credit support requirements throughout the term of this Service Agreement, as set forth in Bonneville's Creditworthiness Business Practice, as amended from time to time, and in accordance with section 11 of the OATT. Based on such credit support requirements, at the time Bonneville establishes the Service Commencement Date, Bonneville will determine whether the Customer has an obligation to post additional credit assurances.

(b) Redirect Rights

Bonneville agrees that changes or modifications to its ATC Methodology as used to evaluate Redirect or Network Integration Modification of Service Requests by the Customer will be subject to the notice requirements pursuant to Bonneville's Network Open Season Bulletin as effective on the Open Season Deadline.

(c) Reservation Priority (Rollover Rights) Based on Service Duration of at least 5 Years

If the Service Duration established pursuant to section 1(b)(2) of this Service Agreement and section 6(a) of the PTSA is 5 years or greater, the Customer shall have the right upon the contract expiration of this Service Agreement to continue to take Transmission Service in accordance with section 2.2 of the OATT.

Hand Deliv JUN 13 2008 @ lp-cw

11. SIGNATURES

The signatories represent that they are authorized to enter into this Service Agreement exhibit on behalf of the Party for whom they sign.

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

**UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration**

By: David Muller

By: _____

Name: David Muller
(Print / Type)

Name: _____
(Print / Type)

Title: Manager

Title: Transmission Account Executive

Date: 6/13/08

Date: _____

**SIGN
HERE**

MMcDaniel:mmh3583:4/21/08 (W:\TMC\CT\Lewis Co\NOS\PTSA Exhibit A - NT10415 .doc)

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ATTESTATION STATEMENT

Associated with Precedent Transmission Service Agreement No. 08TX-13213

| Resource | Capacity (MW) | Start Date | Termination Date | Control Area | Assign Ref |
|--------------|---------------|-----------------------------|-------------------------------|--------------|------------|
| ROCKCREEK230 | 21 | 0000 hours on April 1, 2011 | 0000 hours on January 1, 2029 | BPAT | 72007197 |

Customer attests that the Network Resource, Assign Ref 72007197, satisfies the following conditions:

- (1) Customer owns the resource, has committed to purchase generation pursuant to an executed contract, or has committed to purchase generation where execution of a contract is contingent upon the availability of transmission service under Part III of the Tariff; and
- (2) The Network Resource does not include any resources, or any portion thereof, that are committed for sale to non-designated third party load or otherwise cannot be called upon to meet the Customer's Network Load on a non-interruptible basis.

PUBLIC UTILITY DISTRICT NO. 1 OF
LEWIS COUNTY

By: _____

Name: _____

(Print / Type)

Title: _____

Date: _____

W:\TMC\CTLewis Co\NOS\ATTESTATION STATEMENT13213.doc

JUN 13 2008

AUTHENTICATED

TRANSMISSION OPERATOR SERVICES AGREEMENT
executed by the
UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
acting by and through the
BONNEVILLE POWER ADMINISTRATION
and
PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

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This TRANSMISSION OPERATOR SERVICES AGREEMENT (Agreement) is entered into by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA), and Public Utility District No. 1 of Lewis County (Customer), hereinafter individually referred to as "Party" and collectively as "Parties".

RECITALS

WHEREAS, the Energy Policy Act of 2005 (Act) authorized the Federal Energy Regulatory Commission (FERC) to approve mandatory Reliability Standards with which users, owners and operators of the bulk power system (which includes the Bulk Electric System (BES)) are required to comply (mandatory Reliability Standards);

WHEREAS, FERC has approved certain mandatory Reliability Standards and associated requirements applicable to Transmission Operators (TOP) proposed by the Electric Reliability Organization authorized by the Act to develop such standards (currently, the North American Electric Reliability Corporation (NERC));

WHEREAS, FERC, NERC and the Regional Reliability Organization (currently, the Western Electricity Coordinating Council (WECC)) have authority under the Act to enforce compliance with such mandatory Reliability Standards and associated requirements;

WHEREAS, Customer owns BES equipment, and BPA is willing to act as the TOP for Customer's BES equipment specified herein; and

WHEREAS, the Parties agree that the arrangements contained herein provide for BPA to register as and perform the TOP function in a manner that will satisfy the mandatory Reliability Standards and associated requirements applicable to TOPs, and take responsibility for enforcement actions for non-compliance with such standards.

In consideration of the promises and mutual covenants and agreements herein contained, the Parties agree as follows:

1. TERM OF AGREEMENT

This Agreement shall become effective on the date that the Agreement has been signed by both Parties (Effective Date) and shall continue in effect for no longer than five years after the Effective Date unless otherwise terminated by the Parties.

This Agreement may be terminated 90 days after written notice by Customer. BPA may terminate this Agreement after 90 days' written notice under the following circumstances:

- (a) Customer fails to follow operating orders or instructions from BPA;
- (b) Customer independently takes an action that results in BPA's non-compliance with any mandatory Reliability Standard applicable to the TOP, except when doing so would prevent a risk to life or safety;
- (c) Customer independently takes an action that results in a safety or reliability issue;
- (d) Customer modifies BES equipment without notifying BPA;
- (e) Customer fails to maintain its BES equipment for which BPA is the TOP; or
- (f) Customer fails to pay for TOP services according to the terms in Section 7 below.

2. EXHIBITS

The following Exhibits are hereby incorporated into and made part of this Agreement:

- (a) Exhibit A BES Equipment Subject to this Agreement
- (b) Exhibit B Billing Determinants
- (c) Exhibit C Notices
- (d) Exhibit D Implementation Plan

3. DEFINITIONS

When used in this Agreement, the following terms have the meaning shown below. Capitalized terms that are not listed below shall have the meaning stated in the most recent Glossary of Terms used in NERC Reliability Standards.

- (a) "Business Day" means any day that is normally observed by the Federal Government as a workday.

- (b) “Mitigation Plan” for non-compliance with a mandatory Reliability Standard has the same meaning as the term defined in the most current version of Appendix 2 of the NERC Rules of Procedure, or successor document.
- (c) “Gap Resolution Team Implementation Plan” or “Implementation Plan” is a series of tasks that once accomplished brings BPA and Customer into full compliance and defines the associated time period that will be allowed for BPA to incorporate Customer into BPA’s functional responsibilities for compliance purposes.
- (d) “Transmission Operator Integrated Compendium” or “TOPIC” documents TOP procedures necessary in order to provide BPA with the ability to carry out its TOP responsibilities as they relate to Customer’s BES equipment listed in Exhibit A.

4. BPA RESPONSIBILITIES

- (a) BPA shall register as and perform the TOP function on behalf of Customer for the Customer’s BES equipment listed in Exhibit A. Completion of the required Implementation Plan actions specified in Exhibit D is required before BPA will be in full compliance with Customer’s TOP requirements. Registration as and performance of Customer’s TOP function shall begin upon WECC’s favorable acknowledgment of the Implementation Plan. BPA’s responsibilities shall include, but are not limited to:
 - (1) Compliance with all mandatory Reliability Standards and associated processes applicable to the TOP function;
 - (2) Maintaining documentation and other evidence required to demonstrate compliance with all mandatory Reliability Standards applicable to the TOP function;
 - (3) Responding to audits, data requests, or other inquiries from FERC, NERC, or WECC regarding compliance matters applicable to the TOP function;
 - (4) Responding to and defending all enforcement actions applicable to the TOP function; and
 - (5) Acting as the primary contact for communications with or requests from the Reliability Coordinator for TOP functions provided under this Agreement.
- (b) BPA shall develop TOP procedures that are contained in the TOPIC and incorporated by reference into this Agreement in order to provide BPA with the ability to carry out TOP responsibilities as they relate to Customer’s BES equipment listed in Exhibit A. BPA shall provide outreach and training to ensure Customer can successfully implement the TOP procedures.

- (1) These TOP procedures are required in order to: (1) allow BPA to implement TOP authority over the BES equipment listed in Exhibit A and (2) demonstrate compliance with certain mandatory Reliability Standards and requirements. These procedures will contain, but are not limited to:
 - (A) Actions which must be taken by Customer prior to changing the status of, or taking actions that could impact the control or protection of, the BES transmission system associated with the transmission lines owned by Customer;
 - (B) Orders, instructions, and other requests BPA may issue and Customer must follow in order for BPA to fulfill its TOP obligations.
- (2) BPA shall update and provide to Customer the most current edition of the TOPIC, or successor document, within ten Business Days after updates are made.
- (c) BPA agrees to provide to Customer a letter stating that BPA performed the TOP function as described in Section 4 no later than March 31st for the previous calendar year in which BPA performed TOP services under this Agreement.
- (d) If BPA determines that it may be non-compliant with any mandatory Reliability Standards with respect to the TOP function for the BES equipment listed in Exhibit A, BPA may elect to self-report pursuant to WECC's Compliance Monitoring and Enforcement Program (CMEP). BPA will notify Customer prior to filing a self-report to the extent practicable.
 - (1) BPA may coordinate with Customer as appropriate to develop a Mitigation Plan for submission to WECC. BPA will submit the Mitigation Plan and all related required documentation to WECC.
 - (2) BPA will notify Customer within ten Business Days of any WECC action, including any Notice of Alleged Violation issued pursuant to the CMEP.

5. CUSTOMER RESPONSIBILITIES

- (a) Customer shall register for all other applicable NERC functions for which it qualifies, except for the TOP function provided for under this Agreement, and shall be responsible for mandatory Reliability Standards applicable to those functions.
- (b) As the owner of the equipment listed in Exhibit A, Customer shall be responsible for compliance with the Critical Infrastructure Protection

Reliability Standards, including the identification and categorization of BES Cyber Systems and Cyber Assets.

- (c) No later than January 31st each year, Customer shall provide BPA an attestation that, to the best of Customer's knowledge, for the previous calendar year, it is:
 - (1) In compliance with all applicable mandatory Reliability Standards; or
 - (2) If non-compliant with any applicable mandatory Reliability Standards, under a WECC-approved Mitigation Plan.
- (d) Customer shall assist BPA in responding to an audit by FERC, NERC, or WECC, by using reasonable efforts to provide any additional documentation required.
- (e) Customer shall provide BPA with a current one-line diagram including BES equipment listed in Exhibit A and covered under this Agreement, and Customer shall provide an updated one-line diagram at least 90 days prior to modifying its BES equipment.
- (f) Customer shall notify BPA in accordance with Exhibit C within seven days of self-reports for non-TOP functions associated with BES equipment listed in Exhibit A.
- (g) Customer shall provide all data required by BPA to perform the TOP function pursuant to this Agreement within specified timeframes.
- (h) Customer shall provide BPA with information, maintain its BES equipment listed in Exhibit A and supporting equipment, follow all orders and instructions from BPA, and perform other activities necessary for BPA to comply with its obligations as the TOP. Customer's obligations, and the processes and procedures that Customer must follow to meet its obligations under this provision, will be set forth in the TOPIC, or successor document.
- (i) Customer shall mark and identify any Critical Electric Infrastructure Information in accordance with regulations adopted by BPA, FERC or the Department of Energy.

6. CUSTOMER TOP IMPLEMENTATION PLAN

BPA and Customer shall identify all actions needed in order for BPA to provide TOP services that are fully compliant with applicable mandatory Reliability Standards. Milestones, timelines, and the Party responsible for these preparatory actions shall be specified in Exhibit D, Implementation Plan.

7. BILLING AND PAYMENT

(a) Billing

BPA shall bill Customer monthly for the annual costs. BPA may send Customer an estimated bill followed by a final bill. The Issue Date is the date BPA electronically sends the bill to Customer. If electronic transmittal of the entire bill is not practical, BPA shall transmit a summary electronically, and send the entire bill by United States mail.

(b) Payment

Customer 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 Customer has made payment on an estimated bill then:

- (1) If the amount of the final bill exceeds the amount of the estimated bill, Customer 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, BPA shall pay Customer 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, the difference shall be paid by the next Business Day.

(c) Late Payments

After the Due Date, a late payment charge 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 (4) percent, divided by 365; or
- (2) The Prime Rate times 1.5, divided by 365;

shall be applied each day to any unpaid balance.

(d) Termination

If Customer has not paid its bill in full by the Due Date, it shall have 45 days to cure its non-payment by making payment in full. If Customer does not provide payment within three Business Days after receipt of an additional written notice from BPA, and BPA determines in its sole discretion that Customer is unable to make the payments owed, then BPA may terminate this Agreement consistent with Section 1 above. Written notices sent under this Section 7(d) must comply with Exhibit C.

(e) **Disputed Bills**

- (1) If Customer disputes any portion of a charge or credit on Customer's estimated or final bills, Customer 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, Customer shall pay the entire bill by the Due Date. This Section 7(e)(1) does not allow Customer to challenge the validity of any BPA rate.
- (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.
- (3) If the Parties agree, or if after a final determination of a dispute pursuant to Section 9(c), Customer 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.

8. LIABILITY

In no event shall either Party, including its officers, employees, agents or representatives, be liable for any lost or prospective profits or for any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement.

9. STANDARD PROVISIONS

(a) **Amendments**

Except where this Agreement explicitly allows one Party to unilaterally amend a provision or revise an exhibit, no amendment or exhibit revision to this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each Party.

(b) **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.

(c) **Dispute Resolution**

- (1) In the event of a dispute arising out of this Agreement, the Parties shall negotiate in good faith to reach an acceptable and timely resolution. If the Parties are unable to resolve the dispute to their

mutual satisfaction within five Business Days, or any other mutually acceptable time period after negotiation begins, the Parties shall attempt in good faith to resolve the dispute through non-binding mediation.

- (2) Each Party shall be responsible for its own expenses and one-half of the expenses of the mediator.

(d) **Entire Agreement**

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.

(e) **Freedom of Information Act (FOIA)**

BPA may release information provided by Customer to comply with FOIA or if required by any other Federal law or court order. For information that Customer designates in writing as proprietary, BPA will limit the use and dissemination of that information within BPA to employees who need the information for purposes of this Agreement.

(f) **Governing Law**

This Agreement shall be interpreted, construed and enforced in accordance with Federal law.

(g) **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.

(h) **Section Headings**

Section headings and subheadings appearing in this Agreement are inserted for convenience only and are not to be construed as interpretations of text.

(i) **Several Obligations**

Except where specifically stated in this Agreement, the duties, obligations and liabilities of the Parties are intended to be several and not joint or collective.

(j) **Uncontrollable Forces**

The Parties shall not be in breach of their respective obligations to the extent the failure to fulfill any obligation is due to an Uncontrollable Force.

“Uncontrollable Force” means an event beyond the reasonable control of, and without the fault or negligence of, the Party claiming the Uncontrollable Force that prevents that Party from performing its contractual obligations under this Agreement and which, by exercise of that Party’s reasonable care,

diligence and foresight, such Party was unable to avoid. Uncontrollable Forces include, but are not limited to:

- (1) Strikes or work stoppage;
- (2) Floods, earthquakes, or other natural disasters; terrorist acts; and
- (3) Final orders or injunctions issued by a court or regulatory body having competent 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 of competent subject matter jurisdiction.

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.

If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall: (1) immediately 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 its best 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 Exhibit C.

(k) **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 any other breach of this Agreement.

10. SIGNATURES

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

PUBLIC UTILITY DISTRICT NO. 1
OF LEWIS COUNTY

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: /S/ C. RODEN
Chris Roden 2017.07.28

By: /S/ MICHELLE CATHCART
Michelle Cathcart 2017.06.30

Title: Power Manager

 Vice President
Transmission System Operations

If opting out of the electronic signature:

By: _____

Name: _____
(Print/Type)

Title: _____

Date: _____

EXHIBIT A
BES EQUIPMENT SUBJECT TO THIS AGREEMENT

BPA will perform TOP responsibilities for Customer’s BES equipment that is listed below in accordance with the TOP procedures that are contained in the TOPIC. Customer is not charged for BPA owned equipment. This exhibit contains a complete listing of the line segments including terminal equipment.

1. DESCRIPTION OF BES EQUIPMENT SUBJECT TO THIS AGREEMENT

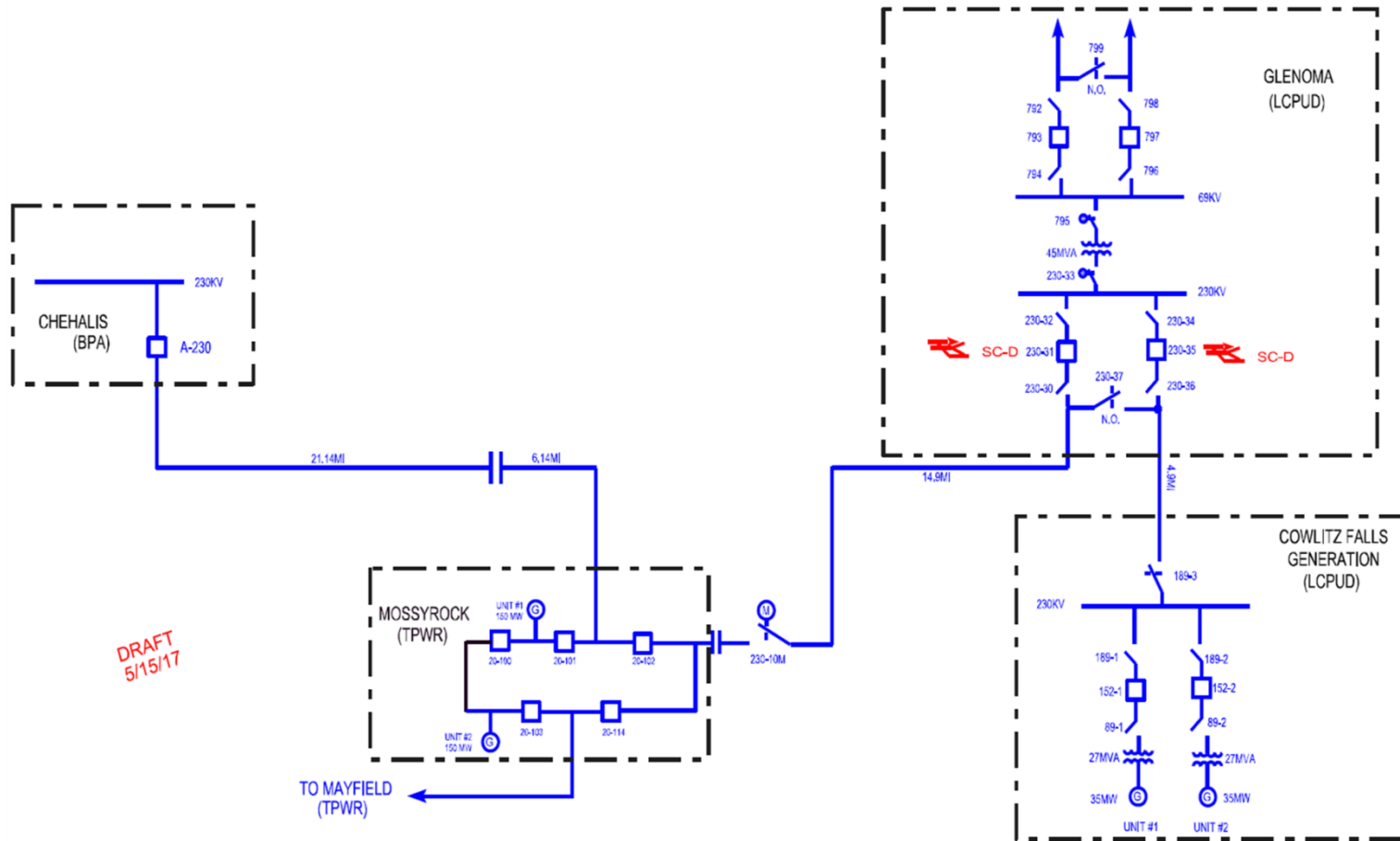
| Path | Line Terminal | | Line Segment | Line Terminal | |
|-------------------------------|--------------------------------|---|-------------------------------|-----------------------|---|
| Cowlitz Falls-Glenoma (LCPUD) | Glenoma (LCPUD) | Bus Glenoma 230kV (LCPUD) | Cowlitz Falls-Glenoma (LCPUD) | Cowlitz Falls (LCPUD) | Bus Cowlitz Falls 230kV (LCPUD) |
| | | Breakers 230-35 (LCPUD) | | | Breakers 152-1, Unit 1 (LCPUD) 152-2, Unit 2 (LCPUD) |
| | | Disconnects 230-36, 230-34, 230-37 (LCPUD) | | | Disconnects 189-1, 189-2, 189-3 (LCPUD) |
| Glenoma-Mossyrock (LCPUD) | Mossyrock ¹ (LCPUD) | Bus n/a | Glenoma-Mossyrock (LCPUD) | Glenoma (LCPUD) | Bus Glenoma 230kV (LCPUD) |
| | | Breaker n/a | | | Breakers 230-31 (LCPUD) |
| | | Disconnects 230-10M (LCPUD) | | | Disconnects 230-30, 230-32, 230-37 (LCPUD) |

2. REVISIONS

Customer shall notify BPA in writing when updates to this exhibit are necessary to accurately reflect the facilities over which BPA will carry out TOP responsibilities. Customer shall also inform BPA as early in the planning process as practicable, but no later than 90 days before changes are made, when Customer identifies the need for equipment changes. The Parties shall revise this exhibit to reflect such changes. The Parties shall mutually agree on any such exhibit revisions. The effective date of any revision to this exhibit shall be the later of the date the actual circumstances described by the revision occur or the date necessary visibility and control equipment is installed.

¹ The Lewis County Mossyrock Switchyard is adjacent to the Tacoma Power Mossyrock Switchyard.

ONE LINE DIAGRAM



DRAFT
5/15/17

TO MAYFIELD
(TPWR)

**EXHIBIT B
BILLING DETERMINANTS**

1. CHARGES

2017 Annual charge is comprised of:

| | | |
|--|---------------|--------|
| Base Charge: | | 30,000 |
| Annual Load: | 233 MW x \$80 | 18,640 |
| # of Line segments: | 2 x \$6,667 | 13,334 |
| # of Buses: | 2 x \$3,333 | 6,666 |
| Total annual charge for 2017 | | 68,640 |
| Total monthly charge for 2017 ¹ | | 13,728 |

All definitions, charges, and billing determinant methodologies are defined within the TOPIC.

2. REVISIONS

Upon 90 days written notice, BPA may unilaterally revise Exhibit B pursuant to the following:

This exhibit may change if BPA's cost basis needs to be adjusted based on but not limited to:

- (a) Number of requirements.
- (b) Number of participating customers.
- (c) Change in facilities.
- (d) Change in customer load.

¹ The monthly charges will be the annual divided by the remainder of the whole calendar months within the calendar year. Customer's annual charge will be divided by 5 months with an expected execution date of August 1, 2017.

**EXHIBIT C
NOTICES**

1. ADMINISTRATIVE NOTICES

Any notice or other communication related to this Agreement, other than notices of an operating nature (Section 2 below) shall be delivered in person, or with proof of receipt by email, facsimile, First Class mail or overnight delivery service. Notices are effective on the date received. Either Party may change the contact information by providing notice of such change to the following person and address:

**To Public Utility District No. 1 of
Lewis County:**

P.O. Box 330
Chehalis, WA 98532-0330
Attention: Dan Kay
Title: General Manager
Phone: (360) 740-2435
Fax: (360) 740-2455
Email: dank@lcpud.org

To Bonneville Power Administration:

Attention: Customer Service Reliability
Program – TPCR/TPP-4
Phone: (360) 418-8777
Email: csrp@bpa.gov

First Class Mail:

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666

Overnight Delivery Service:

Bonneville Power Administration
905 NE 11th Avenue
Portland, OR 97232

2. OPERATIONAL NOTICES

Any notice, request, or demand of an operating nature by BPA or Customer shall be deemed to have been received if delivered in person, in writing, by email, facsimile, First Class mail or overnight delivery service. Notices are effective on the date received.

To Public Utility District No. 1 of Lewis County:

Primary Contact:

P.O. Box 330
Chehalis, WA 98532-0330
Attention: Operations Manager
Phone: (360) 740-2450
Fax: (360) 740-2451
Email: bryanw@lcpud.org

Secondary Contact:

P.O. Box 330
Chehalis, WA 98532-0330
Attention: Operations Supt., Chehalis
Phone: (360) 740-2426
Fax: (360) 740-2451
Email: charliel@lcpud.org

Additional Contact:

P.O. Box 330
Chehalis, WA 98532-0330
Attention: Operations Supt., Morton
Phone: (360) 345-1460
Fax: (360) 496-6171
Email: turkm@lcpud.org

To Bonneville Power Administration:

Primary Contact:

Munro Dispatch
Phone: (509) 465-1820
or (509) 465-0315
Fax: (509) 466-2444
DATS 900-184

Secondary Contact:

Dittmer Dispatch
Phone: (360) 418-2281 or (360) 418-2280
or (503) 283-2501
Fax: (360) 418-2938
DATS 922-113

Outage Coordination:

Munro Control Center Outage Office
Phone: (509) 466-2409
Fax: (509) 466-2444
DATS 900-176

Outage Coordination:

Dittmer Control Center Outage Office
Phone: (360) 418-2274
or (360) 418-2275
Fax: (360) 418-2214

3. EMERGENCY CONTACTS

In the event of an emergency which requires either Party to open, close, or otherwise alter the position of switches or affect the control or protection related to the Facilities referenced in Exhibit A, the acting Party shall call the other Party as soon as possible.

Lewis PUD Dispatch: Direct: (360) 740-2429, Email: dispatchers@lcpud.org

BPA Munro Control Center Dispatcher: (509) 465-1837, (877) 836-6632 or DATS 900-111

BPA Munro Control Center Outage Dispatcher: (509) 466-2409 or DATS 900-176

In the event of inability to contact Munro Control Center, use the following numbers to contact the Dittmer Control Center Dispatcher:

BPA Dittmer Control Center System Dispatcher: (360) 418-2281 or DATS 922-113

BPA Dittmer Control Center Outage Dispatcher: (360) 418-2274 or DATS 922-148

4. LAW ENFORCEMENT CONTACTS

Lewis County Sheriff's Department: (360) 748-9286

Lewis County Dispatch Center: (360) 740-1105

Washington State Patrol.-District 5: Daytime (360) 449-7960,
Off-Hours (360) 449-7999

5. FOR REPORTING OF COMPLIANCE DOCUMENTATION

**To Public Utility District No. 1 of
Lewis County:**

Primary Contact:

P.O. Box 330
Chehalis, WA 98532-0330
Attention: Chris Roden
Title: Power Supply Manager
Phone: (360) 345-1483
Fax: (360) 740-2455
Email: chrisr@lcpud.org

Secondary Contact:

P.O. Box 330
Chehalis, WA 98532-0330
Attention: Matt Samuelson
Title: Power and Compliance Analyst
Phone: (360) 740-2429
Fax: (360) 740-2455
Email: matts@lcpud.org

To Bonneville Power Administration:

Attention: Customer Service Reliability
Program – TPCR/TPP-4
Phone: (360) 418-8777
Email: csrp@bpa.gov

First Class Mail:

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666

Overnight Delivery Service:

Bonneville Power Administration
905 NE 11th Avenue
Portland, OR 97232

6. REVISIONS TO NOTICES

If either Party revises its contact information, that Party shall notify the other Party within 3 business days and such notice shall be deemed to have been received if delivered in person, in writing, by email, facsimile, First Class mail or overnight delivery service. BPA shall revise this exhibit upon such notice.

**EXHIBIT D
IMPLEMENTATION PLAN**

To be completed no later than August 1, 2017.

- 1. **EQUIPMENT INSTALLATION NEEDED TO PROVIDE VISIBILITY**
- 2. **NECESSARY OPERATING PROCEDURE UPDATES**
- 3. **PLANNING STUDIES**
- 4. **TIMELINE**

| Milestone | Responsible Entity | Timeline |
|------------------|---------------------------|-----------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

- 5. **REVISIONS**
BPA may unilaterally revise this exhibit if BPA determines there are any additional requirements prior to assuming TOP responsibilities or if WECC recommends modifications to the Implementation Plan.

**TRANSMISSION PLANNER COORDINATED FUNCTIONAL
REGISTRATION AGREEMENT**

executed by the

UNITED STATES OF AMERICA

DEPARTMENT OF ENERGY

acting by and through the

BONNEVILLE POWER ADMINISTRATION

and

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

Index to Sections

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| | Exhibit B Coordinated Functional Registration Matrix | |
| | Exhibit C Billing Determinants | |
| | Exhibit D Notices | |

This TRANSMISSION PLANNER COORDINATED FUNCTIONAL REGISTRATION AGREEMENT (Agreement) is entered into by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA), and PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY (Customer), hereinafter individually referred to as "Party" and collectively as "Parties".

RECITALS

WHEREAS, the Energy Policy Act of 2005 (Act) authorized the Federal Energy Regulatory Commission (FERC) to approve Reliability Standards with which users, owners and operators of the bulk power system (which includes the Bulk Electric System (BES)) are required to comply (Reliability Standards);

WHEREAS, FERC has approved certain Reliability Standards applicable to Transmission Planner(s) (TP) proposed by the Electric Reliability Organization authorized by the Act to develop such standards (currently, the North American Electric Reliability Corporation (NERC));

WHEREAS, FERC, NERC and the Regional Reliability Organization (currently, the Western Electricity Coordinating Council (WECC)) have authority under the Act to enforce compliance with such Reliability Standards;

WHEREAS, BPA and Customer are registered with NERC as a TP for their respective transmission facilities, and Customer 's transmission facilities interconnect with BPA's transmission facilities in such a way that makes it more efficient for BPA to perform certain TP responsibilities for Customer;

WHEREAS, BPA has determined that the most sensible approach for achieving compliance for TP related standards and/or requirements for its customers is to enter into Coordinated Functional Registration (CFR) agreements with its qualifying customers;

WHEREAS, the Parties intend by this Agreement to enter into a CFR, as provided for in Rule 508 of the NERC Rules of Procedure, specifying their respective compliance responsibilities as TPs for the Customer's transmission facilities covered by this Agreement; and

WHEREAS, the Parties agree that the arrangements contained herein provide for both BPA and Customer to register as and perform the TP function for the Reliability Standards, Requirements, and sub-Requirements each Party is responsible for as set forth in this Agreement, and in a manner that will satisfy the Reliability Standards applicable to TPs, and take responsibility for enforcement actions for non-compliance with such Reliability Standards.

In consideration of the promises and mutual covenants and agreements herein contained, the Parties agree as follows:

1. TERM OF AGREEMENT

This Agreement shall become effective on the date that the Agreement has been accepted by WECC pursuant to Rule 508 of the NERC Rules of Procedure and shall continue in effect for five years after the Effective Date unless otherwise terminated by the Parties.

This Agreement may be terminated 90 days after written notice by Customer. BPA may terminate this Agreement after 90 days' written notice under the following circumstances:

- (a) Customer modifies BES equipment in Exhibit A without notifying BPA;
- (b) Customer fails to adhere to the processes and procedures outlined in the Transmission Planner Implementation Procedures (TPIP);
- (c) Customer fails to pay for TP services according to the terms in Section 7 below.

2. EXHIBITS

The following Exhibits are hereby incorporated into and made part of this Agreement:

- (a) Exhibit A Bulk Electric System Equipment Subject to this Agreement
- (b) Exhibit B Coordinated Functional Registration Matrix
- (c) Exhibit C Billing Determinants
- (d) Exhibit D Notices

3. DEFINITIONS

When used in this Agreement, the following terms have the meaning shown below. Capitalized terms that are not listed below shall have the meaning stated in the most recent Glossary of Terms used in NERC Reliability Standards or Appendix 2 of the NERC Rules of Procedure.

- (a) "Business Day" means any day that is normally observed by the Federal Government as a workday.
- (b) "Responsible Entity" means the Party that, as set forth in the Coordinated Functional Registration Matrix attached as Exhibit B to this Agreement, has responsibility for compliance with a particular Requirement, or sub-Requirement of an applicable Reliability Standard.

- (c) "Reliability Standard" means a standard approved by the Federal Energy Regulatory Commission pursuant to section 215 of the Federal Power Act.
- (d) "Transmission Planner Implementation Procedures" (TPIP) are the collection of processes and procedures that the Parties will follow to help ensure compliance with each Responsible Entity's Requirements or sub-Requirements.

4. DUTIES OF THE PARTIES

Each Party shall take compliance responsibility for each Reliability Standard, Requirement, or sub-Requirement identified as applicable to that Party pursuant to Exhibit B. This Agreement is specifically limited to the Reliability Standards, Requirements, and sub-Requirements identified in Exhibit B.

BPA shall develop procedures to be contained in the TPIP and incorporated by reference into this Agreement in order to provide BPA with the ability to carry out TP responsibilities as they relate to Customer's BES equipment listed in Exhibit A. Customer shall follow the procedures contained in the TPIP, and BPA shall provide outreach and assistance to the Customer in implementing the TPIP.

5. COORDINATED FUNCTIONAL REGISTRATION MATRIX

Exhibit B identifies the responsibility of each Party with respect to the TP Reliability Standards, Requirements, and sub-Requirements, as amended. The Parties have mutually collaborated in developing the CFR Matrix so that both Parties can meet the intent and obligations of the TP Reliability Standards, and avoid any gaps or redundancies in the performance of the Parties' responsibilities.

The CFR Matrix lists out all of the NERC Standards, Requirements, and sub-Requirements that are applicable to a TP, and indicates which Party is the Responsible Entity for each one. The most granular level of each Reliability Standard (Requirement or sub-Requirement) will reside either with BPA or the Customer, not both.

6. MUTUAL COOPERATION

(a) Requests for Information and Documentation

The Parties agree to cooperate in good faith to provide each other information and documentation necessary to demonstrate compliance with each Party's respective obligations for the Reliability Standards covered by this Agreement at their own expense. This includes responding to any audit, data request, spot-check, investigation, or any other inquiry brought by WECC, NERC, or FERC, or in connection with any self-certification or self-report, relating to the Reliability Standards covered by this Agreement.

The Party requesting information and documentation from the other Party shall initiate such request in writing, to the contacts listed in Exhibit D. The other Party shall respond in accordance to regulatory data request timelines.

All other requests; the Party receiving the requested information and documentation based on a mutually agreeable timeline.

(b) **Providing Notice of a Notice of Alleged Violation(s) (NOAV) or Notice of Alleged Violation(s) and Penalty or Sanction (NAVAPS)**

In the event either Party receives a NOAV or NAVAPS with respect to a potential or alleged violation of a Reliability Standard covered by this Agreement, the Party receiving the notice shall notify the other Party in writing within seven (7) days of receiving the NOAV or NAVAPS to the contacts listed in Exhibit D.

(c) **Disputes over the Responsible Entity**

If the Parties cannot agree over which Party is the Responsible Entity with respect to a NOAV or NAVAPS, the Parties shall attempt to resolve such disagreement in good faith within five (5) days. If the Parties cannot resolve such dispute, the matter shall be referred to WECC for resolution in accordance with Section 508 of the Compliance Monitoring and Enforcement Program.

(d) **Costs and Penalties or Sanctions**

Each Party shall be solely responsible for all costs associated with any NOAV or NAVAPS where it is identified as the Responsible Entity, including penalties or sanctions assessed against it by WECC, NERC, or FERC.

7. BILLING AND PAYMENT

(a) **Billing**

BPA shall bill Customer monthly for the annual costs. BPA may send Customer an estimated bill followed by a final bill. The Issue Date is the date BPA electronically sends the bill to Customer. If electronic transmittal of the entire bill is not practical, BPA shall transmit a summary electronically, and send the entire bill by United States mail.

(b) **Payment**

Customer 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 Customer has made payment on an estimated bill then:

- (1) If the amount of the final bill exceeds the amount of the estimated bill, Customer 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, BPA shall pay Customer 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, the difference shall be paid by the next Business Day.

(c) **Late Payments**

After the Due Date, a late payment charge 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 (4) percent, divided by 365; or
- (2) The Prime Rate times 1.5, divided by 365;

shall be applied each day to any unpaid balance.

(d) **Termination**

If Customer has not paid its bill in full by the Due Date, it shall have 45 days to cure its non-payment by making payment in full. If, Customer does not provide payment within three Business Days after receipt of an additional written notice from BPA, and BPA determines in its sole discretion that Customer is unable to make the payments owed, then BPA may terminate this Agreement consistent with Section 1 above. Written notices sent under this Section 7(d) must comply with Exhibit D.

(e) **Disputed Bills**

- (1) If Customer disputes any portion of a charge or credit on Customer's estimated or final bills, Customer 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, Customer shall pay the entire bill by the Due Date. This Section 7(e)(1) does not allow Customer to challenge the validity of any BPA rate.
- (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.
- (3) If the Parties agree, or if after a final determination of a dispute pursuant to Section 9(c), Customer 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.

8. LIABILITY

In no event shall either Party, including its officers, employees, agents or representatives, be liable for any lost or prospective profits or for any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement.

9. STANDARD PROVISIONS

(a) **Amendments**

Except where this Agreement explicitly allows one Party to unilaterally amend a provision or revise an exhibit, no amendment or exhibit revision to this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each Party.

(b) **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.

(c) **Dispute Resolution**

(1) In the event of a dispute arising out of this Agreement, the Parties shall negotiate in good faith to reach an acceptable and timely resolution. If the Parties are unable to resolve the dispute to their mutual satisfaction within five Business Days, or any other mutually acceptable time period after negotiation begins, the Parties shall attempt in good faith to resolve the dispute through non-binding mediation.

(2) Each Party shall be responsible for its own expenses and one-half of the expenses of the mediator.

(d) **Entire Agreement**

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.

(e) **Freedom of Information Act (FOIA)**

BPA may release information provided by Customer to comply with FOIA or if required by any other Federal law or court order. For information that Customer designates in writing as proprietary, BPA will limit the use and dissemination of that information within BPA to employees who need the information for purposes of this Agreement.

- (f) **Governing Law**
This Agreement shall be interpreted, construed and enforced in accordance with Federal law.
- (g) **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.
- (h) **Section Headings**
Section headings and subheadings appearing in this Agreement are inserted for convenience only and are not to be construed as interpretations of text.
- (i) **Several Obligations**
Except where specifically stated in this Agreement, the duties, obligations and liabilities of the Parties are intended to be several and not joint or collective.
- (j) **Uncontrollable Forces**
The Parties shall not be in breach of their respective obligations to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the Party claiming the Uncontrollable Force that prevents that Party from performing its contractual obligations under this Agreement and which, by exercise of that Party's reasonable care, diligence and foresight, such Party was unable to avoid. Uncontrollable Forces include, but are not limited to:
- (1) Strikes or work stoppage;
 - (2) Floods, earthquakes, or other natural disasters; terrorist acts; and
 - (3) Final orders or injunctions issued by a court or regulatory body having competent 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 of competent subject matter jurisdiction.

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.

If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall: (1) immediately 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 its

best 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 Exhibit D.

(k) **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 any other breach of this Agreement.

10. SIGNATURES

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

PUBLIC UTILITY DISTRICT NO. 1
OF LEWIS COUNTY

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: Jeffrey A Shupe Digitally signed by Jeffrey A Shupe
Date: 2018.06.06 10:50 36 -07'00'

By: KELLY JOHNSON Digitally signed by KELLY JOHNSON
DN c US, o U.S. Government, ou Department of Energy,
cn KELLY JOHNSON,
0.9.2342.19200300.100.1.1 89001000582008
Date: 2018.05.11 14:32:38 -07'00'

Title: Engineering Manager

Title: Manager, Customer Service Engineering

If opting out of the electronic signature:

By: _____

Name: _____
(Print/Type)

Title: _____

Date: _____

EXHIBIT A
BULK ELECTRIC SYSTEM EQUIPMENT SUBJECT TO THIS AGREEMENT

BPA will perform TP responsibilities for Customer's Bulk Electric System equipment that is listed below in accordance with the TP procedures that are contained in the TPIP. Customer is not charged for BPA owned equipment. This exhibit contains a complete listing of the BES equipment.

1. DESCRIPTION OF BES EQUIPMENT SUBJECT TO THIS AGREEMENT

Line and Associated Equipment

| Path | Line Terminal | | Line Segment | Line Terminal | |
|-------------------------------|--------------------------------|--|-------------------------------|-----------------------|---|
| Cowlitz Falls-Glenoma (LCPUD) | Glenoma (LCPUD) | Bus Glenoma 230 kV (LCPUD) | Cowlitz Falls-Glenoma (LCPUD) | Cowlitz Falls (LCPUD) | Bus Cowlitz Falls 230 kV (LCPUD) |
| | | Breakers 230-35 (LCPUD) | | | Breakers 152-1, Unit 1 (LCPUD) 152-2, Unit 2 (LCPUD) |
| | | Disconnects 230-36, 230-34, 230-37 (LCPUD) | | | Disconnects 189-1, 189-2, 189-3 (LCPUD) |
| Glenoma-Mossyrock (LCPUD) | Mossyrock ¹ (LCPUD) | Bus n/a | Glenoma-Mossyrock (LCPUD) | Glenoma (LCPUD) | Bus Glenoma 230 kV (LCPUD) |
| | | Breaker n/a | | | Breakers 230-31 (LCPUD) |
| | | Disconnects 230-10M (LCPUD) | | | Disconnects 230-30, 230-32, 230-37 (LCPUD) |

Other BES Equipment not included above

| Equipment Description | Location |
|------------------------------|-----------------|
| <i>None at this time.</i> | |
| | |
| | |

2. REVISIONS

Customer shall notify BPA in writing when updates to this exhibit are necessary to accurately reflect the facilities over which BPA will carry out BPA's assigned TP responsibilities. Customer shall also inform BPA as early in the planning process as practicable, but no later than 90 days before changes are made, when Customer identifies the need for equipment changes. The Parties shall revise this exhibit to reflect such changes. The Parties shall mutually agree on any such exhibit revisions. The effective date of any revision to this exhibit shall be the later of the date the actual circumstances described by the revision occur or the date necessary visibility and control equipment is installed.

¹ The Lewis County Mossyrock Switchyard is adjacent to the Tacoma Power Mossyrock Switchyard.

**EXHIBIT B
COORDINATED FUNCTIONAL REGISTRATION MATRIX**

TABLE 1

The following portion of the Coordinated Functional Registration (CFR) Matrix represents Public Utility District No. 1 of Lewis County responsibility for compliance.

1. CUSTOMER RESPONSIBILIY FOR COMPLIANCE

| | | | BPA | Public Utility District No. 1 of Lewis | |
|-----------------|--|-------------|-----------------|---|--|
| STANDARD | STANDARD MANDATORY DATE | REQ. | NCR05032 | NCR05206 | Responsibility Notes |
| FAC-002-2 | 1/1/2016 | R1. | None | Full | |
| TPL-001-4 | 1/1/2015 | R1. | Partial | Partial | BPA Responsibility: R1.1.1 R1.1.3 R1.1.4 R1.1.6 Customer Responsibility: R1.1.2 R1.1.5 |
| TPL-001-4 | 1/1/2015 | R2. | Partial | Partial | BPA Responsibility: R2.1.1 R2.1.2 R2.1.3 R2.2 R2.4 R2.4.1 R2.4.2 R2.5 R2.6 Customer Responsibility: R2.1.4 R2.1.5 R2.3 R2.4.3 R2.7 R2.8 |
| TPL-001-4 | 1/1/2015 | R4. | Partial | Partial | BPA will require input on the Customer System for this requirement |
| TPL-001-4 | 1/1/2015 | R8. | Partial | Partial | Customer responsible for documenting their portion of the assessment |
| TPL-007-1 | 7/1/2017 | R1. | None | Full | |

2. REVISIONS

Upon approval by FERC of any new Reliability Standards, changes to existing Reliability Standards, or retirement of Reliability Standards that apply to each Party's obligations in this Agreement, the Parties shall confer within 45 days regarding their respective compliance responsibilities for the new, revised, or retired Standards and agree upon revisions to the CFR Matrix to address the new or revised Reliability Standards. The Parties shall mutually agree to any revisions to the CFR Matrix prior to the mandatory date of the new or revised Standard.

**EXHIBIT B
COORDINATED FUNCTIONAL REGISTRATION MATRIX**

TABLE 2

The following portion of the Coordinated Functional Registration (CFR) Matrix represents BPA's responsibility for compliance.

1. BPA RESPONSIBILIY FOR COMPLIANCE

| | | | BPA | Public Utility District No. 1 of Lewis County | |
|-----------|----------------------------|-------|----------|--|----------------------|
| STANDARD | STANDARD MANDATORY DATE | REQ. | NCR05032 | NCR05340 | Responsibility Notes |
| FAC-014-2 | 4/29/2009 | R4. | Full | None | |
| FAC-014-2 | 4/29/2009 | R5. | Full | None | |
| FAC-014-2 | 4/29/2009 | R5.4. | Full | None | |
| IRO-017-1 | 4/1/2017 | R3. | Full | None | |
| IRO-017-1 | 4/1/2017 | R4. | Full | None | |
| MOD-004-1 | 4/1/2011 | R6. | Full | None | |
| MOD-004-1 | 4/1/2011 | R6.1. | Full | None | |
| MOD-004-1 | 4/1/2011 | R6.2. | Full | None | |
| MOD-004-1 | 4/1/2011 | R8. | Full | None | |
| MOD-004-1 | 4/1/2011 | R9. | Full | None | |
| MOD-004-1 | 4/1/2011 | R9.1. | Full | None | |
| MOD-004-1 | 4/1/2011 | R9.2. | Full | None | |
| MOD-020-0 | 6/18/2007 | R1. | Full | None | |
| MOD-031-2 | 10/1/2016 | R2. | Full | None | |
| MOD-031-2 | 10/1/2016 | R4. | Full | None | |
| MOD-032-1 | 7/1/2015 | R1. | Full | None | |
| PRC-010-2 | 4/2/2017 | R1. | Full | None | |
| PRC-010-2 | 4/2/2017 | R3. | Full | None | |
| PRC-010-2 | 4/2/2017 | R4. | Full | None | |

| | | | BPA | Public Utility District No. 1 of Lewis County | |
|-----------|----------------------------|------|----------|--|---|
| STANDARD | STANDARD MANDATORY DATE | REQ. | NCR05032 | NCR05340 | Responsibility Notes |
| PRC-010-2 | 4/2/2017 | R5. | Full | None | |
| TPL-001-4 | 1/1/2015 | R1. | Partial | Partial | BPA Responsibility: R1.1.1 R1.1.3 R1.1.4 R1.1.6 Customer Responsibility: R1.1.2 R1.1.5 |
| TPL-001-4 | 1/1/2015 | R2. | Partial | Partial | BPA Responsibility: R2.1.1 R2.1.2 R2.1.3 R2.2 R2.4 R2.4.1 R2.4.2 R2.5 R2.6 Customer Responsibility: R2.1.4 R2.1.5 R2.3 R2.4.3 R2.7 R2.8 |
| TPL-001-4 | 1/1/2015 | R3. | Full | None | |
| TPL-001-4 | 1/1/2015 | R4. | Partial | Partial | BPA requires input on the Customer System for this requirement |
| TPL-001-4 | 1/1/2015 | R5. | Full | None | |
| TPL-001-4 | 1/1/2015 | R6. | Full | None | |
| TPL-001-4 | 1/1/2015 | R8. | Partial | Partial | Customer responsible for documenting their portion of the assessment |

2. REVISIONS

Upon approval by FERC of any new Reliability Standards, changes to existing Reliability Standards, or retirement of Reliability Standards that apply to each Party's obligations in this Agreement, the Parties shall confer within 45 days regarding their respective compliance responsibilities for the new, revised, or retired Standards and agree upon revisions to the CFR Matrix to address the new or revised Reliability Standards. The Parties shall mutually agree to any revisions to the CFR Matrix prior to the mandatory date of the new or revised Standard.

**EXHIBIT C
BILLING DETERMINANTS**

1. COST

2018 Annual cost is comprised of:

| | | |
|--|------------------|-------------|
| Base Charge: | | \$18,000 |
| Annual Load: | 190 MW x \$79.13 | \$15,035 |
| # of Lines: | 2 x \$5,366 | \$10,732 |
| # of Buses: | 2 x \$2,683 | \$5,366 |
| Total annual cost for 2018 | | \$49,133.00 |
| Total monthly cost for 2018 ¹ | | \$4,094.42 |

2. REVISIONS

Upon 90 days written notice, BPA may unilaterally revise Exhibit C pursuant to the following:

This exhibit may change if BPA's cost basis needs to be adjusted based on but not limited to:

- (a) Annual cost allocation review.
- (b) Number of requirements.
- (c) Number of participating customers.
- (d) Change in facilities.
- (e) Change in customer load.

¹ The monthly cost will be the annual divided by the remainder of the whole calendar months within the calendar year. Customer's annual cost will be divided by 6 months with an expected execution date of June 15, 2018.

**EXHIBIT D
NOTICES**

1. ADMINISTRATIVE NOTICES

Any notice or other communication related to this Agreement, other than notices of an operating nature (Section 2 below) shall be delivered in person, or with proof of receipt by email, facsimile, First Class mail or overnight delivery service. Notices are effective on the date received. Either Party may change the contact information by providing notice of such change to the following person and address:

**To Public Utility District No. 1
of Lewis County:**

P.O. Box 330
Chehalis, WA 98532-0330
Attention: Dan Kay
Title: General Manager
Phone: (360) 740-2435
Fax: (360) 740-2455
Email: dank@lcpud.org

To Bonneville Power Administration:

Attention: Customer Service Reliability
Program – TPCR/TPP-4
Phone: (360) 418-8777
Email: csrp@bpa.gov

First Class Mail:

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666

Overnight Delivery Service:

Bonneville Power Administration
905 NE 11th Avenue
Portland, OR 97232

2. FOR REPORTING OF COMPLIANCE DOCUMENTATION

**To Public Utility District No. 1
of Lewis County:**

P.O. Box 330
Chehalis, WA 98532-0330
Attention: Jeff Shupe
Title: Engineering Manager
Phone: (360)740-2427
Fax: (360)740-2455
Email: jeffs@lcpud.org

Secondary Contact:

P.O. Box 330
Chehalis, WA 98532-0330
Attention: Matt Samuelson
Title: Power Supply Manager
Phone: (360) 740-2429

To Bonneville Power Administration:

Attention: Customer Service Reliability
Program – TPCR/TPP-4
Phone: (360) 418-8777
Email: csrp@bpa.gov

First Class Mail:

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666

Overnight Delivery Service:

Bonneville Power Administration
905 NE 11th Avenue
Portland, OR 97232

3. REVISIONS TO NOTICES

If either Party revises its contact information, that Party shall notify the other Party within three (3) business days and such notice shall be deemed to have been received if delivered in person, in writing, by email, facsimile, First Class mail or overnight delivery service. BPA shall revise this exhibit upon such notice.

COMMISSIONERS
CHARLES R. TINPAI, President
JAMES H. BUBENTHAL, Vice President
JOHN L. KOSTECK, Secretary
OFFICERS
GARY H. KALICH, Manager
RORY K. MILLER, Treasurer
JAMES R. HASELWOOD, Auditor
RONALD E. RAFF, Staff

Lewis County SEP X2 1997
PUBLIC UTILITY DISTRICT

21 N.W. PACIFIC AVE. CHEHALIS WASH. 98512
CHEHALIS WASTE WATER TREATMENT PLANT
1-800-567-5612 • FAX 360-738-3111 • TELETYPE 360-738-3110

August 28, 1997

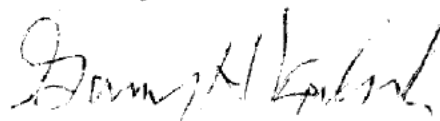
Mr. Antony T. Rodrigues
Bonneville Power Administration
P.O. Box 3621
Portland, OR 97208-3621

Dear Tony:

Subject: Contract No. 97TX-10073
RMS ACCESS AGREEMENT

On August 25, 1997, our Board of Commissioners approved the above-referenced Agreement and authorized me to sign it on behalf of the District. Enclosed please find one signed copy for your files.

Sincerely,



Gary H. Kalich
Manager

GHK/cb
Enclosure

cc: Dave Muller





Department of Energy
Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

In reply refer to: TM

Contract No. 97TX-10073
RMS ACCESS AGREEMENT

Mr. Gary H. Kalich, Manager
PUD No. 1 of Lewis County, Washington
321 NW. Pacific Avenue
P.O. Box 330
Chehalis, WA 98532-0330

Dear Gary:

Discussions between the Bonneville Power Administration (Bonneville) and Public Utility District No. 1 of Lewis County (Lewis), have resulted in the following Agreement relating to direct access of Bonneville's remote Revenue Metering System (RMS) at selected metering points. This Agreement sets out the terms and conditions for Lewis' direct access to Bonneville's RMS data. Accordingly, the Parties hereby agree to the following terms and conditions:

1. **TERM OF AGREEMENT.** This Agreement shall be effective as of 2400 hours on the date an executed copy is received by Bonneville (Effective Date), and shall terminate on the date all Bonneville-furnished RMS equipment at the location(s) described in Exhibit A is retired, unless terminated earlier pursuant to section 3(c) below. All liabilities accrued hereunder shall be continued until satisfied.
2. **EXHIBIT.** Exhibit A is hereby made a part of this Agreement.
3. **GENERAL PROVISIONS.** To gain direct access to Bonneville's remote RMS unit(s), Lewis shall provide their own Process Systems, Inc. (PSI) master unit and software, or their own MS-DOS compatible Personal Computer with Hayes compatible modem for use with Bonneville-provided software.
 - (a) **Use of Bonneville Software.** If Lewis elects to have Bonneville provide a copy of the software to access Bonneville's remote RMS unit(s), Lewis will:
 - (1) request such software from Bonneville in writing;

(2) not release information pertaining to Bonneville-developed software that may compromise proprietary data or information controlled by PSI or Bonneville;

(3) allow release by Bonneville to PSI, Lewis' name and address, and the name of a contact person found in Exhibit A.

(b) **RMS Access:** Lewis will:

(1) provide a commercial line, including line protection, to the appropriate metering point(s) for those remote RMS units not currently connected to a commercial telephone system;

(2) pay any incremental costs Bonneville may incur in providing access to Lewis. Such incremental costs shall be paid to Bonneville pursuant to a separately negotiated Agreement;

(3) access the location(s) described in Exhibit A only (the maximum number of times a remote unit can be accessed each month is specified in Exhibit A);

(4) be provided data and information necessary to gain access to the RMS remote unit(s) described in Exhibit A only after this Agreement has been executed. Such data and information shall be for Lewis' use only, and shall be kept confidential. Bonneville RMS data facilities are limited to "Read-only" access.

(c) **RMS Access Termination.** The Parties agree that Bonneville may immediately terminate this Agreement if Lewis' access is made in a manner other than as permitted by this Agreement or if the access detrimentally interferes with Bonneville's own data acquisition functions. If this Agreement is terminated, Bonneville may take action it deems necessary to ensure future data security, including, but not limited to, requiring Lewis to return all copies of software provided pursuant to this Agreement.

4. REVISION OF EXHIBIT. Bonneville may revise Exhibit A at any time. The revised Exhibit A shall be made a part of this Agreement, and shall supersede the Exhibit A then in effect as of the date specified therein.

5. RESPONSIBILITY

(a) **Relationship of the Parties.** The Parties agree that neither Party is the agent or principal for the other; and that they will not represent to any other Party that they act in the capacity of agent or principal for the other.

(b) Costs incurred by Lewis shall be Lewis' sole liability.

(c) Bonneville shall assume no responsibility for the accuracy or the availability of data from the remote RMS unit(s).

(d) Lewis agrees to indemnify and hold Bonneville harmless for any liability arising from Lewis' direct access to Bonneville RMS facilities, including unauthorized access and misuse of access.

6. **INTEREST OF MEMBER OF CONGRESS.** No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. Nothing, however, herein contained shall be construed to extend to such contract if made with a corporation for its general benefit.

If the terms and conditions of this Agreement are acceptable, please sign and return one copy to Bonneville.

Sincerely,



Senior Transmission Account Executive

Name Antony T. Rodrigues
(Print/Type)

Effective Date June 10, 1997

ACCEPTED:

PUD NO. 1 OF LEWIS COUNTY, WASHINGTON

By Gary H. Kalich

Name Gary H. Kalich
(Print/Type)

Title its Manager

Date 8-25-97

DIRECT RMS DATA ACCESS LOCATIONS

| Metering Point Name | Maximum Number of Accesses Per Month | Substation Owner |
|---|---|-------------------------|
| Chehalis (a) Chehalis No. 1 (MP425) (b) Chehalis No. 2 (MP1906) | 45 | Bonneville |
| Elbe (MP394) | 45 | Lewis |
| Fords Prairie (MP587) | 45 | Lewis |
| PeEll (MP52) | 45 | Bonneville |
| Silver Creek (a) Silver Creek Leonard Rd. (MP1660) (b) Silver Creek Glenoma - In (MP1937) (c) Silver Creek Glenoma - Out (MP1907) | 45 | Bonneville |
| Glenoma (a) Glenoma (69kV) - In (MP2077) (b) Glenoma (69kV) - Out (MP2078) | 45 | Lewis |
| Packwood Hydro Generation (MP1523) | 45 | WPPSS |

Utility Contact Person
Mr. Dave Muller
Chief Engineer
PUD No. 1 of Lewis County
P.O. Box 330
Chehalis, WA 98532-0330
(360) 748-9261

SERVICE/TRANSMISSION LINE PERMIT

The UNITED STATES OF AMERICA, Department of the Interior, acting through the Bonneville Power Administrator (hereinafter called the "Licensor"), does hereby license, subject to existing rights, if any, of other parties, PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY, WASHINGTON and assigns, (hereinafter called the "Licensee"), to construct, operate and maintain a 7.2-kv underground cable electric service/~~transmission~~ line across the Chehalis-Olympia and Chehalis-Centralia No. 2 electric power transmission line right of way of the

Licensor at the location described as follows: Tract Nos. CA-19 and CA-20 and 2C-CE-20

Under Licensor's electric power transmission line and between structures 3/7 and 3/8 of the Chehalis-Olympia line and between structures 3/6 and 3/7 of the Chehalis-Centralia No. 2 line in Section 7, Township 13 North, Range 2 West, W.M., Lewis County, Washington,

NOTE: The cable shall be buried to a minimum depth of 42 inches.

Points of entry into, exit from, and any angle points within the right-of-way shall be marked by you with permanent type markers.

in accordance with Drawing No. (unnumbered), dated (undated), submitted with the request of the Licensee dated May 1, 1973, so long as the Licensee's line shall not, in the opinion of the Licensor, interfere with the present or future use of said electric power transmission line right of way for the transmission of electric power or related purposes.

The Licensee agrees that it will, at its expense, de-energize and ground or remove its line in accordance with applicable State and local laws and regulations, and the provisions of the National Electrical Safety Code, when so requested by the Licensor for performing maintenance or construction work on the Licensor's transmission line; and the Licensee further agrees to reimburse the Licensor for any excess cost (including overtime payments to personnel) incurred by the Licensor by reason of the failure of the Licensee to accomplish said de-energization, grounding or removal of its line in the manner herein provided.

The Licensee, by acceptance of this license, agrees to (1) assume all risk of loss or damage to its facilities and to indemnify and save the Licensor harmless from any and all claims arising in any manner from the presence of Licensee's facilities upon the Licensor's right of way, or from the construction, operation, maintenance or removal thereof, excepting claims for damage to property or injury to persons directly resulting from the negligence of the Licensor's employees or contractors, and (2) agrees that any and all damage or injury to Licensor's property caused by or resulting from the construction, operation, use, maintenance, removal, and/or repair of the facilities of the Licensee may be repaired by the Licensor, and in such case the actual costs of such repair shall be charged against and paid by the Licensee; provided, however, that the Licensor, in lieu of its right to repair such property, may elect to require the Licensee itself, at no cost to the Licensor, to repair such damage or injury, under the supervision and to the satisfaction of the Licensor. Licensee shall notify the Licensor at least three working days in advance of the date when the construction work will commence at the crossing site.

No Member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to such agreement if made with a corporation for its general benefit.

Issued at Portland, Oregon, this 3rd day of August, 1973.

UNITED STATES OF AMERICA
Department of the Interior
Bonneville Power Administration

By Max L. McMillin
Max L. McMillin
Head, Title Section
Branch of Land

The above permit is hereby accepted and its terms agreed to this 10 day of August, 1973.

PUD NO. 1 OF LEWIS COUNTY, WASHINGTON

By Michael D. Johnson
Title Manager



UNITED STATES
DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
PORTLAND, OREGON 97208

Date: October 13, 1972

Tract No. CM-33; Mr-C-62

Public Utility District No. 1
of Lewis County
P. O. Box 330
Chehalis, Washington 98532

Line Chehalis-Mayfield No. 1
Mossyrock-Chehalis No. 1

Contract No. 14-03-39596

Gentlemen:

Subject: Use of Bonneville Power Administration easement area for **an underground crossing of a 7200 volt electrical cable between structures 7/8 and 7/9 of the Chehalis-Mayfield No. 1 transmission line right-of-way, and between structures 21/1 and 21/2 of the Mossyrock-Chehalis No. 1 transmission line right-of-way, in the NE¹/₄SW¹/₄ of Section 32, Township 13 North, Range 1 West, W. M., Lewis County, Washington.**

The above described use of this easement tract has been determined not to be a hazard to nor an interference with the Bonneville Power Administration's present use of this easement for electric transmission line purposes. Accordingly, there is no objection to such use, subject to the condition, however, that if such use should at any time become a hazard to the presently installed electrical facilities of the Administration, or any facilities added or constructed in the future, or should such use interfere with the inspection, maintenance or repair of the same, or with the access along such easement, you will be required to remove such hazard or interference.

You, of course, will have to assume all risk of loss, damage or injury which may result from your use of the easement area, except for such loss, damage or injury as the United States may be responsible for under the provisions of the Federal Tort Claims Act, 62 Stat. 982, as amended. It is understood that any damage to the Government's property caused by or resulting from your use of the easement tract may be repaired by the Administration and the actual cost of such repair shall be charged against and be paid by you.

The following conditions also must be complied with:

1. It is understood and agreed that the cable will be buried 36 inches deep.
2. It is also understood and agreed that you shall mark, with permanent markers, any points of entry into, exit from, and any angle points within the Administration's rights-of-way.

It is understood that any rights granted you hereunder are subject to existing rights, if any, of other parties.

It is further understood that you covenant and agree that you will comply with the terms and provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 241, to the extent that the provisions of said Act apply to you. In the event of violation, the United States of America reserves the right to invoke the provisions of Section 17.7 of Title 43 C.F.R.

This agreement will become effective upon your returning this letter with your approving signature to the Bonneville Power Administration, P. O. Box 3621, Portland, Oregon, 97208. The copy is for you to retain as your record.

Sincerely yours,

Max L. McMillan

Head, Title Section
Branch of Land

The above agreement is accepted and its terms agreed to on this 15th day of
NOVEMBER, 1972

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

By Gary A. Kalich, Chief Engineer

2

BPA 419
Rev. June 1970

K# 39596

cyl

SERVICE/TRANSMISSION LINE PERMIT

The UNITED STATES OF AMERICA, Department of the Interior, acting through the Bonneville Power Administrator (hereinafter called the "Licensor"), does hereby license, subject to existing rights, if any, of other parties, PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY and assigns, (hereinafter called the "Licensee"), to construct, operate and maintain a 7.2 kV underground electric service ~~transmission~~ line across the Kelso-Raymond (operated as Chehalis-Raymond) electric power transmission line right of way of the Licensor at the location described as follows: Tract No. K-R-116
 Under Licensor's electric power transmission line in Government Lot 3, Section 6, Township 12 North, Range 2 West, Lewis County, Washington, located 110 feet easterly of structure identified as C-R 4/2, between structures C-R 4/1 and 4/2.

- NOTE:**
1. It is understood you will secure the approval of the owner of the underlying fee for this crossing.
 2. The cable shall be buried with a minimum cover of 30 inches.
 3. You shall mark points where cable enters and leaves the right-of-way with permanent type markers.

in accordance with Drawing No. Unnumbered, dated Undated, submitted with the request of the Licensee dated 4-22-77, so long as the Licensee's line shall not, in the opinion of the Licensor, interfere with the present or future use of said electric power transmission line right of way for the transmission of electric power or related purposes.

The Licensee agrees that it will, at its expense, de-energize and ground or remove its line in accordance with applicable State and local laws and regulations, and the provisions of the National Electrical Safety Code, when so requested by the Licensor for performing maintenance or construction work on the Licensor's transmission line; and the Licensee further agrees to reimburse the Licensor for any excess cost (including overtime payments to personnel) incurred by the Licensor by reason of the failure of the Licensee to accomplish said de-energization, grounding or removal of its line in the manner herein provided.

The Licensee, by acceptance of this license, agrees to (1) assume all risk of loss or damage to its facilities and to indemnify and save the Licensor harmless from any and all claims arising in any manner from the presence of Licensee's facilities upon the Licensor's right of way, or from the construction, operation, maintenance or removal thereof, excepting claims for damage to property or injury to persons directly resulting from the negligence of the Licensor's employees or contractors, and (2) agrees that any and all damage or injury to Licensor's property caused by or resulting from the construction, operation, use, maintenance, removal, and/or repair of the facilities of the Licensee may be repaired by the Licensor, and in such case the actual costs of such repair shall be charged against and paid by the Licensee; provided, however, that the Licensor, in lieu of its right to repair such property, may elect to require the Licensee itself, at no cost to the Licensor, to repair such damage or injury, under the supervision and to the satisfaction of the Licensor. Licensee shall notify the Licensor at least three working days in advance of the date when the construction work will commence at the crossing site.

No Member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to such agreement if made with a corporation for its general benefit.

Issued at Portland, Oregon, this 6th day of July, 1977.

The above permit is hereby accepted and its terms agreed to this 14 day of July, 1977.
PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

By Mark D. Johnson
 Title Manager
 BMFerrera:jfb

UNITED STATES OF AMERICA
 Department of the Interior
 Bonneville Power Administration
 By Margaret M. Kageler
 Margaret M. Kageler, Head
 Title & Land Management Section
 Branch of Land

Contract No. 14-03-79890

Chehalis Substation Site, P. 1 & 5 (Fee);
Chehalis Substation Site, P. 4 (Wa. St. Hwy. Permit)

SERVICE/TRANSMISSION LINE PERMIT

The UNITED STATES OF AMERICA, Department of Energy, acting through the Bonneville Power Administrator, (hereinafter called the "Licensor"), does hereby license, subject to existing rights, if any, of other parties, PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

and assigns, (hereinafter called the Licensee"), to construct, operate and maintain a 115-kV electric ~~power~~/transmission line across the Paul-Allston No. 2 and substation site electric power transmission line right of way of the

Licensor at the location described as follows:

Under Licensor's electric power transmission line in the N $\frac{1}{2}$ W $\frac{1}{4}$ and the SW $\frac{1}{4}$ W $\frac{1}{4}$ of Section 21, Township 13 North, Range 2 West, W.M., Lewis County, Washington, between structures identified as PAUL ALSN 13/3 - 13/4,

See EXHIBIT B attached hereto for trees to be cut or topped,

NOTE: It is understood you will secure the approval of the owner of the underlying fee for this crossing on that portion of the right-of-way on which the Administration has only easement rights;

in accordance with Drawing ~~now~~ marked Exhibit A, attached hereto, _____, dated _____, submitted with the request of the Licensee dated 8-10-77, so long as the Licensee's line shall not, in the opinion of the Licensor, interfere with the present or future use of said electric power transmission line right of way for the transmission of electric power or related purposes.

The Licensee agrees that it will, at its expense, de-energize and ground or remove its line in accordance with applicable State and local laws and regulations, and the provisions of the National Electrical Safety Code, when so requested by the Licensor for performing maintenance or construction work on the Licensor's transmission line; and the Licensee further agrees to reimburse the Licensor for any excess cost (including overtime payments to personnel) incurred by the Licensor by reason of the failure of the Licensee to accomplish said de-energization, grounding or removal of its line in the manner herein provided.

The Licensee, by acceptance of this license, agrees to (1) assume all risk of loss or damage to its facilities and to indemnify and save the Licensor harmless from any and all claims arising in any manner from the presence of Licensee's facilities upon the Licensor's right of way, or from the construction, operation, maintenance or removal thereof, excepting claims for damage to property or injury to persons directly resulting from the negligence of the Licensor's employees or contractors, and (2) agrees that any and all damage or injury to Licensor's property caused by or resulting from the construction, operation, use, maintenance, removal, and/or repair of the facilities of the Licensee may be repaired by the Licensor, and in such case the actual costs of such repair shall be charged against and paid by the Licensee; provided, however, that the Licensor, in lieu of its right to repair such property, may elect to require the Licensee itself, at no cost to the Licensor, to repair such damage or injury, under the supervision and to the satisfaction of the Licensor. Licensee shall notify the Licensor at least three working days in advance of the date when the construction work will commence at the crossing site.

No Member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to such agreement if made with a corporation for its general benefit.

Issued at Portland, Oregon, this 20th day of January, 1978.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By Margaret M. Kageler
Margaret M. Kageler, Head
Title & Land Management Section
Branch of Land

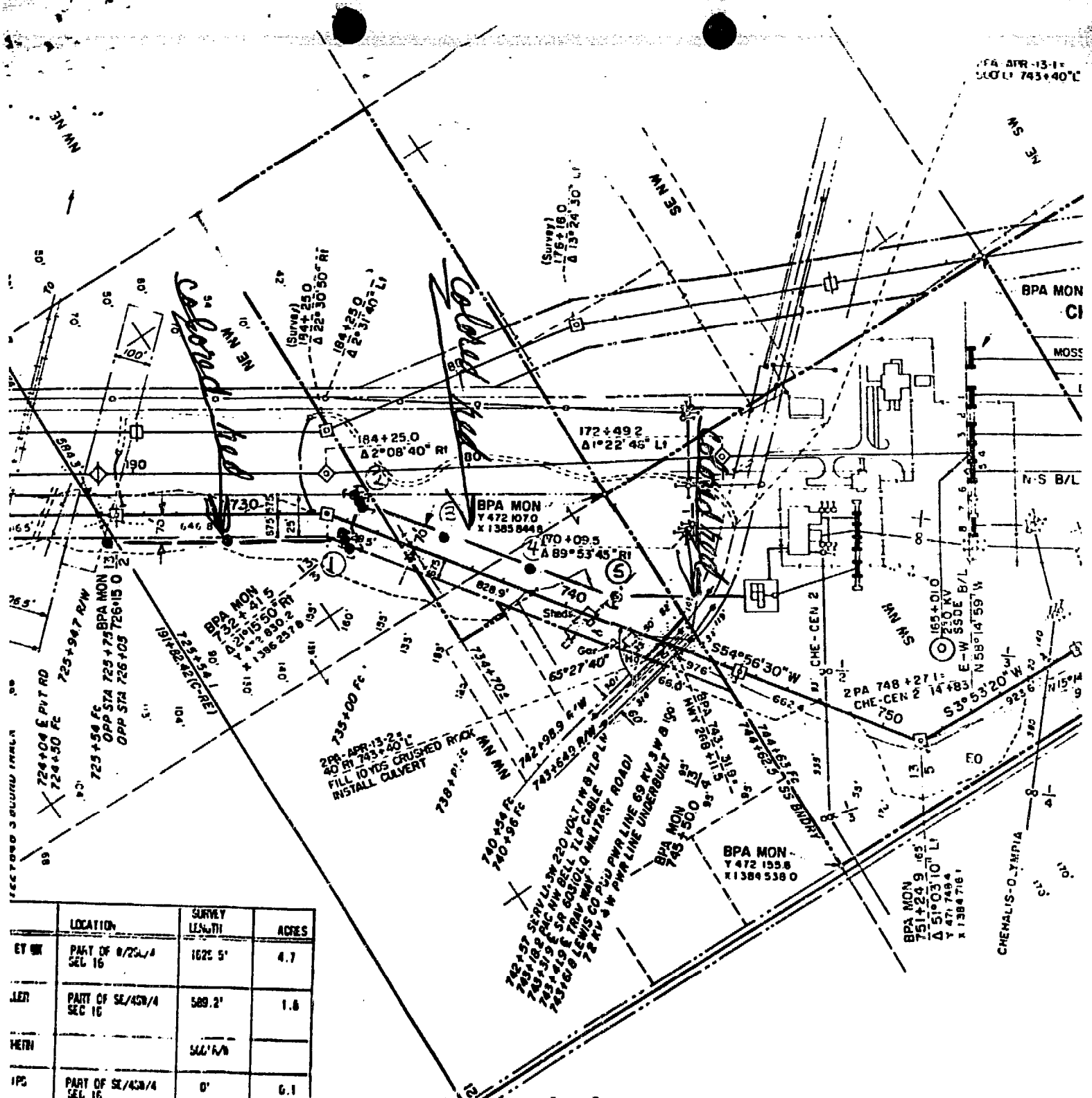
The above permit is hereby accepted and its terms agreed to this 30th day of January, 1978.

PUBLIC UTILITY DISTRICT NO. 1
OF LEWIS COUNTY

By Walter J. ...
Title Manager

Contract No. EW-78-Z-81-0013

CYL:jd 1-19-78



| SECTION | LOCATION | SURVEY LENGTH | ACRES |
|---------|--|---------------|-------|
| 11N | PART OF 8/23/4 SEC 16 | 1625.5' | 4.7 |
| 12N | PART OF 5E/430/4 SEC 16 | 589.2' | 1.6 |
| 13N | | 566' R/W | |
| 14N | PART OF 5E/430/4 SEC 16 | 0' | 0.1 |
| 15N | PART OF 1E/400/4 SEC 21 | 875.3' | 2.5 |
| 16N | PART OF 1E/400/4 PART OF 1E/400/4 SEC 21 | 628.9' | 20.3 |
| 17N | | 60' R/W | |
| 18N | PART OF 1E/400/4 SEC 21 | 97.6' | 0.3 |

P.O.D. No. 2 of Lewis County,
 Proposed Crossing of Paul-Allred
 No. 2 500 KV Line at Station 723+11

T13N, R2W, WM, Lewis County, Wa.
 (Dwg. No. 151813 DTM-D)

EXHIBIT A

2-

EW-78Z-81-0013

EXHIBIT B
TRANSMISSION LINE PERMIT

Tract 2PA-64 (Easement); 2PA-65 (Fee); Contract No. EW-78-Z-81-0013
Chehalis Substation Site, P. 1 & 5 (Fee)
Chehalis Substation Site, P. 4 (Wa. St. Hwy. Permit)

It is agreed that the 13 trees, marked with red spot paint on the tree trunk, located near the state highway within the substation site, may be topped or cut as follows:

The 9 Douglas fir are to be cut down.
The 3 Cedar and 1 Maple are to be topped only.

Upon completion of the above, you shall restore the substation area to a condition satisfactory to the Administration.

Payment for the trees in the sum of \$429.60 is to be forwarded to the Bonneville Power Administration.

U.S. DEPARTMENT OF ENERGY — BONNEVILLE POWER ADMINISTRATION
SERVICE/TRANSMISSION LINE AGREEMENT

The UNITED STATES OF AMERICA, Department of Energy, acting through the Bonneville Power Administrator (hereinafter called the "Licensor"), does hereby license, subject to existing rights, if any, of other parties, PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY and assigns, (hereinafter called the "Licensee"), to construct, operate and maintain a 7200-V underground electric service transmission line across the Mossyrock-Chehalis No. 1

electric power transmission line right(s) of way of the Licensor at the location(s) described as follows:

Under Licensor's electric transmission line in Lot 12, Block 2, Mill Creek Home Tracts First Addition, of Section 31, Township 13 North, Range 2 East, Willamette Meridian, Lewis County, Washington, between structures identified as MR C1 9/7 and 9/8, said service line is approximately 324 feet easterly of structure 9/8, and crosses the right-of-way at an angle of 95°

in accordance with Drawing ~~MR~~ detach attached hereto as Exhibit A, submitted with the request of the Licensee dated 4-3-80, so long as the Licensee's line shall not, in the opinion of the Licensor, interfere with the present or future use of said electric power transmission line right(s) of way for the transmission of electric power or related purposes.

The Licensee agrees that it will, at its expense, de-energize and ground or remove its line in accordance with applicable State and local laws and regulations, and the provisions of the National Electrical Safety Code, when so requested by the Licensor for performing maintenance or construction work on the Licensor's transmission line; and the Licensee further agrees to reimburse the Licensor for any excess cost (including overtime payments to personnel) incurred by the Licensor by reason of the failure of the Licensee to accomplish said de-energization, grounding or removal of its line in the manner herein provided.

The Licensee, by acceptance of this license, agrees to (1) assume all risk of loss or damage to its facilities and to indemnify and save the Licensor harmless from any and all claims arising in any manner from the presence of Licensee's facilities upon the Licensor's right of way, or from the construction, operation, maintenance or removal thereof, excepting claims for damage to property or injury to persons directly resulting from the negligence of the Licensor's employees or contractors, and (2) agrees that any and all damage or injury to Licensor's property caused by or resulting from the construction, operation, use, maintenance, removal, and/or repair of the facilities of the Licensee may be repaired by the Licensor, and in such case the actual costs of such repair shall be charged against and paid by the Licensee; provided, however, that the Licensor, in lieu of its right to repair such property, may elect to require the Licensee itself, at no cost to the Licensor, to repair such damage or injury, under the supervision and to the satisfaction of the Licensor. Licensee shall notify the Licensor at least three working days in advance of the date when the construction work will commence at the crossing site.

The following conditions must also be complied with:

1. Licensee will secure the approval of the owner of the underlying fee for this crossing.
2. The cable shall be buried with a minimum cover of 30 inches.
3. Licensee shall mark points where cable enters and leaves the right-of-way with permanent type markers.

No Member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to such agreement if made with a corporation for its general benefit.

Issued at Portland, Oregon, this 22nd day of June, 1981.

The above agreement is hereby accepted and its terms agreed to this 29th day of June, 1981.

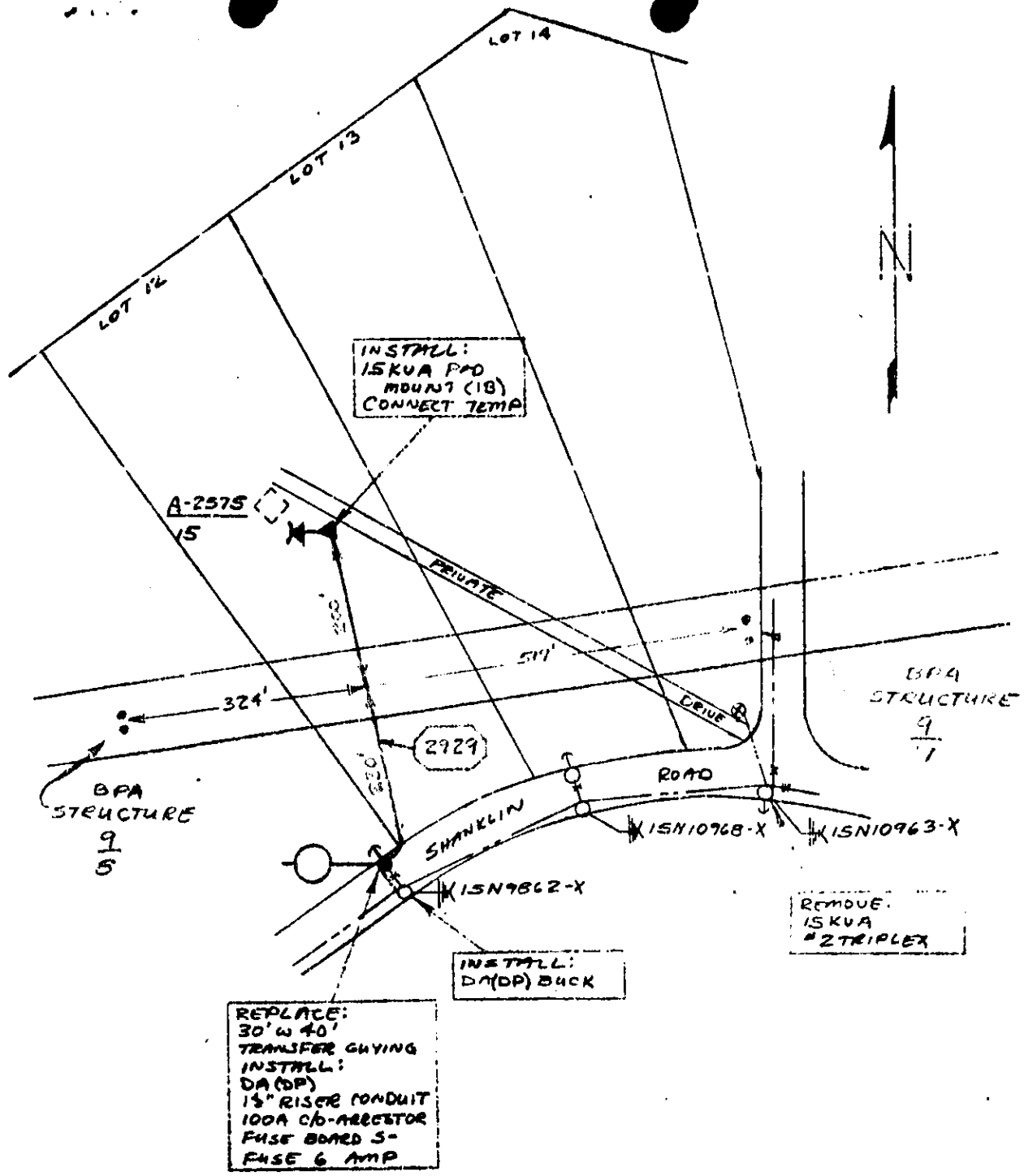
PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

By Danny N. Kalish
Title Manager

Tract Nos. MR C-6

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By Renee M. Ferrera
for Margaret M. Kageler, Chief
Title & Land Management Branch
Division of Land

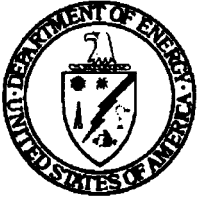


NOTE:

- 1) INSTALL 2" 4 BC SLACK SPAN ACROSS SHANKLIN ROAD.
- 2) INSTALL #2 ALUM 15KV WRO 175 MIL FROM RISER POLE TO PAD MOUNT - CABLE # 2929.
- 3) INSTALL CABLE MARKER POST ON EACH SIDE OF BPA R/W - 50' FROM CENTER CONDUCTOR.
- 4) CUSTOMER TO PROVIDE TRENCH (42" DEEP)

LAND USE No. 81108

EXHIBIT A



**Department of Energy
Bonneville Power Administration
5240 Trosper Street SW
Olympia, Washington 98512**

March 13, 2017

BPA Case No.: 19830065
Tract No.(s): MR-C-18-A-50
Line Name(s): Mossyrock-Chehalis No 1; Chehalis-Mayfield No
ADNO(s): 8132
Location: Str. No.: 18/3-18/2; Stationing: 551+65-552+50

LAND USE AGREEMENT

Consent to Use of BPA's Easement Area

This Land Use Agreement ("Agreement") is entered into by and between the United States of America, Department of Energy, Bonneville Power Administration ("BPA") and Lewis County PUD ("Holder").

BPA holds easement rights ("BPA Easement") over the following described property ("BPA Easement Area"):

The SW1/4NW1/4 of Section 35, Township 13N, Range 1W, W Meridian, Lewis County, State of Washington, as shown on the attached segment of BPA Drawing No. 145512, marked as Exhibit A.

Holder has requested BPA's permission to use portions of the real property subject to the BPA Easement for a buried electrical cable ("Holder's Facility").

Subject to the terms and conditions set forth in this Agreement, BPA consents to Holder's use of the BPA Easement Area for the purpose proposed by Holder, and concurs that such use will not interfere with the current operation and maintenance of BPA's transmission facilities, if constructed in the manner and at the location shown on Exhibit A, attached hereto and made a part hereof.

In consideration of BPA's concurrence, Holder agrees to the following:

1. This Agreement does not grant any right, privilege, or interest in land, and does not modify, change, or otherwise alter the rights BPA acquired by deed. Loss of the privileges granted by this Agreement is not compensable to Holder.
2. Holder is responsible for obtaining from the underlying landowner ("Landowner"), by good and sufficient legal instrument, all rights, interests and privileges for land use necessary and incident to the ownership and maintenance of Holder's Facility.

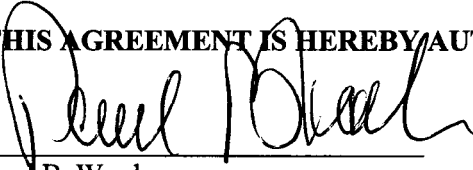
3. There may be other uses of the property located within the same area as Holder's Facility. This Agreement is subject to such superior rights.
4. This Agreement is valid only if Holder's Facility is constructed, operated, and maintained in conformance with the terms of this Agreement and all attached Exhibits. Relocations, changes or upgrades require BPA's prior written approval. Failure to obtain the written approval of BPA prior to making alterations to Holder's Facility shall result in the termination of this Agreement.
5. Holder agrees to abide by and comply with all applicable Federal, State and local laws and regulations, including, but not limited to building and safety codes, rules issued by utility commissions, the National Electric Safety Code, entities that regulate Holder, and all applicable environmental regulations.
7. Induced voltages and currents may occur on structures or other items constructed or placed under or near high voltage transmission lines. BPA has no duty to inspect Holder's Facility or to warn of hazards. Holder shall have the continuing responsibility for the protection of personnel and equipment in the design, construction, operation and maintenance of Holder's Facility.
9. This Agreement is entered into with the express understanding that it is not assignable or transferable to other parties without the prior written consent of BPA.
10. BPA may terminate this Agreement upon 30 days written notice. Holder shall, within 30 days of receiving such notice of termination, and at Holder's sole expense, vacate and restore the BPA Easement Area to a condition satisfactory to BPA. Upon Holder's failure to vacate and restore the BPA Easement Area within the above stated time period, BPA may remove Holder's Facility and restore the BPA Easement Area at Holder's expense.
12. Additional terms and conditions specific to Holder's Facility may be included as part of this Agreement as Exhibit B, attached hereto and made a part hereof.
13. Holder agrees to assume risk of loss, damage, or injury which may result from Holder's use of the BPA Easement Area, except for such loss, damage, or injury for which BPA may be responsible under the provisions of the Federal Tort Claims Act, 62 Stat. 982, as amended.
14. Any damage to BPA's property caused by or resulting from Holder's use of the BPA Easement Area may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by Holder.
15. Holder's contact information:

NAME: Lewis County PUD
ADDRESS: 380 NW Pacific Ave
Chehalis WA 98532

PHONE: 360-740-2426
EMAIL: JASONO@LCPUD.ORG

Holder agrees to notify BPA in writing of any changes to the above listed contact information.

THIS AGREEMENT IS HEREBY AUTHORIZED:



Paul B. Woolson
Realty Specialist
Bonneville Power Administration

3/14/2017

Date

NOTE: BPA seeks help maintaining the integrity of the electrical transmission system. Please report any vandalism or theft to the BPA Crime Witness program at 1-800-437-2744. Cash rewards of up to \$25,000 will be paid should information lead to the arrest and conviction of persons committing a crime.

If you have any questions or concerns, please notify a BPA Realty Office. You may contact 360-570-4332 ("BPA Representative") by telephone at 360-570-4332 or send written correspondence to the address listed at the top of this Agreement.

Exhibit B

ADDITIONAL TERMS AND CONDITIONS

1. The underground electric service line shall maintain a minimum horizontal clearance of 50 feet to the point where wood poles and guy anchors enter the earth.
2. Maintain a minimum distance of at least 15 feet between Holder's Facility and the transmission line conductors (overhead wires) at all times. Do not measure this distance with a measuring tape, pole, or other physical means.
3. Maintain a minimum distance of at least 50 feet between Holder's Facility and the transmission line structures, except as approved by BPA and shown on BPA Exhibit A.
4. Equipment, machinery, and vehicles traveling within BPA's Easement Area shall remain at least 25 feet away from any BPA structure or guy anchor ground attachment point.
5. Holder shall not store flammable materials or refuel of vehicles or equipment within BPA's easement area.
6. Any portion of Holder's Facility constructed within BPA's Easement Area shall be designed and built to withstand HS-25 loading for BPA's heavy vehicles.
7. Mark the location of the underground ~~buried electric cable~~ with permanent signs and maintain such signs where they enter and leave BPA's Easement Area, and at any angle points within BPA's Easement Area.

8. Holder is prohibited from connecting utilities, in any fashion (whether temporary or permanent), to any permitted items (including structures), built within BPA's Easement Area.
9. Holder shall not obstruct access to BPA's transmission line system. BPA personnel and/or its contractors must have access the transmission line system at all times.

bcc:

Shelley Fenton – TERR/3

Jeremy Jackson – TFOK/Chehalis

Official File – TER-3 (Case No.: 19830065)

U.S. DEPARTMENT OF ENERGY - BONNEVILLE POWER ADMINISTRATION
SERVICE LINE AGREEMENT

The UNITED STATES OF AMERICA, Department of Energy, acting through the Bonneville Power Administrator (hereinafter called the "Licensor"), does hereby license, subject to existing rights, if any, of other parties, PUBLIC UTILITY DISTRICT No. 1 OF LEWIS COUNTY and assigns, (hereinafter called the "Licensee"), to construct, operate and maintain a 7.2-kV underground electric service line across the Chehalis-Mayfield No. 1 and Mossyrock-Chehalis No. 1 electric power transmission line rights-of-way of the Licensor at the location described as follows:

Under Licensor's electric power transmission line in a portion of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35, Township 13 North, Range 1 West, Willamette Meridian, Lewis County, Washington, between structures identified as C M1 10/6 and 10/7 on the Chehalis-Mayfield No. 1; and MR C1 18/2 and 18/3 on the Mossyrock-Chehalis No. 1, said service line being approximately 21 feet easterly of MR C1 18/3

in accordance with the Drawing attached hereto as Exhibit A, submitted with the request of the Licensee dated August 26, 1982, so long as the Licensee's line shall not, in the opinion of the Licensor, interfere with the present or future use of said electric power transmission line rights-of-way for the transmission of electric power or related purposes.

The Licensee agrees that it will, at its expense, de-energize and ground or remove its line in accordance with applicable State and local laws and regulations, and the provisions of the National Electrical Safety Code, when so requested by the Licensor for performing maintenance or construction work on the Licensor's transmission line; and the Licensee further agrees to reimburse the Licensor for any excess cost (including overtime payments to personnel) incurred by the Licensor by reason of the failure of the Licensee to accomplish said de-energization, grounding or removal of its line in the manner herein provided.

The Licensee, by acceptance of this license, agrees to (1) assume all risk of loss or damage to its facilities and to indemnify and save the Licensor harmless from any and all claims arising in any manner from the presence of Licensee's facilities upon the Licensor's rights-of-way, or from the construction, operation, maintenance or removal thereof, excepting claims for damage to property or injury to persons directly resulting from the negligence of the Licensor's employees or contractors, and (2) agrees that any and all damage or injury to Licensor's property caused by or resulting from the construction, operation, use, maintenance, removal, and/or repair of the facilities of the Licensee may be repaired by the Licensor, and in such case the actual costs of such repair shall be charged against and paid by the Licensee; provided, however, that the Licensor, in lieu of its right to repair such property, may elect to require the Licensee itself, at no cost to the Licensor, to repair such damage or injury, under the supervision and to the satisfaction of the Licensor. Licensee shall notify the Licensor at least three working days in advance of the date when the construction work will commence at the crossing site.

The following conditions must also be complied with:

1. Licensee will secure the approval of the owner of the underlying fee for this crossing.
2. The cable shall be buried with a minimum cover of 30 inches.
3. Licensee shall mark the points where the cable enters and leaves the rights-of-way with permanent type markers.

No Member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to such agreement if made with a corporation for its general benefit.

Issued at Portland, Oregon, this 20th day of January, 1983.

The above agreement is hereby accepted and its terms agreed to this 31st day of January, 1983.

PUBLIC UTILITY DISTRICT No. 1 OF LEWIS COUNTY

By David J. Muller
Title Chief Engineer

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration
By Margaret M. Kageles
Margaret H. Kageles
Chief
Title & Land Management Section

Tract Nos. CM-44 and Mr-C-50
RPA 174

1-7-83

Land Use No. 83034

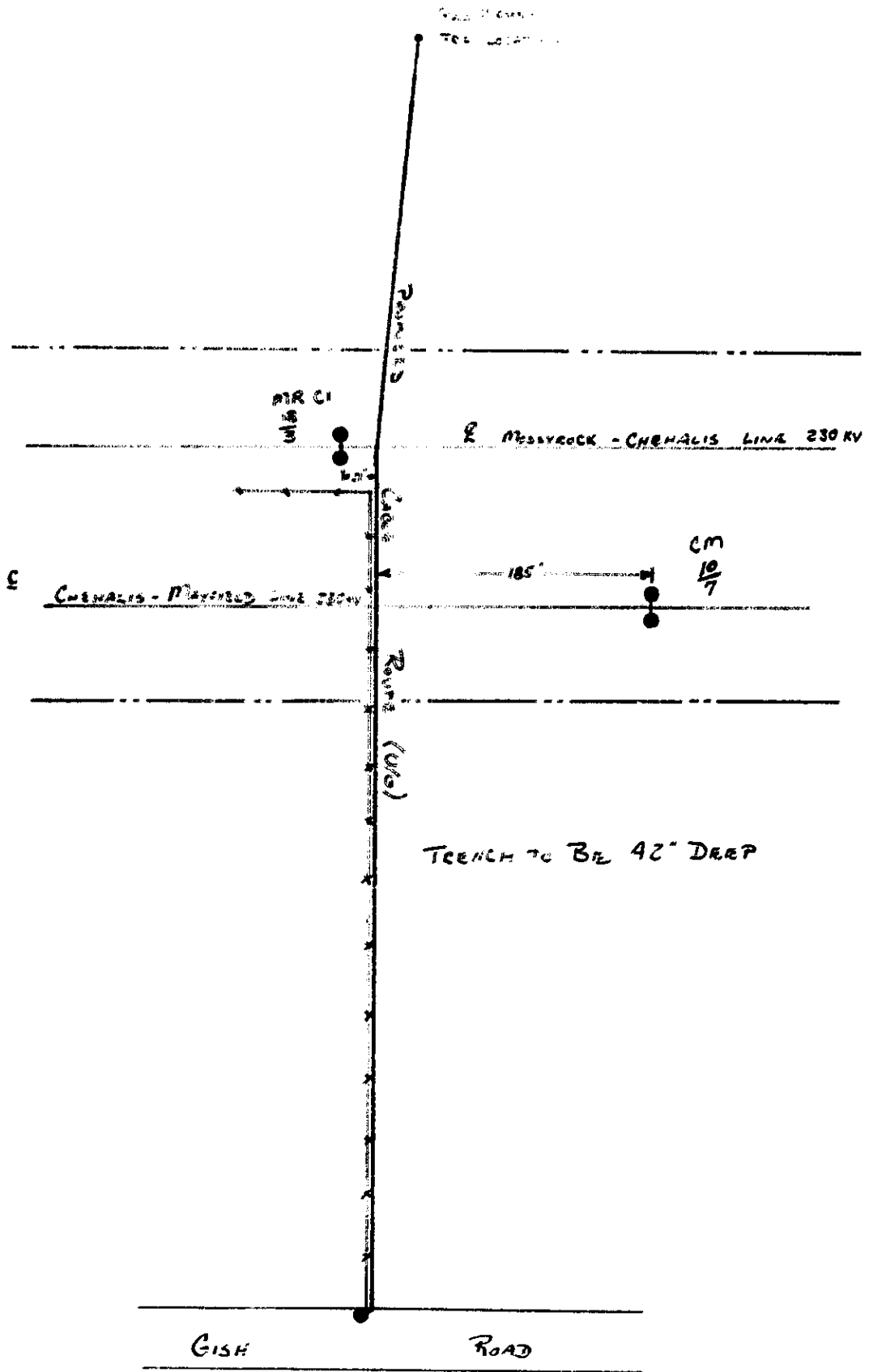


EXHIBIT A'

APPLICATION FOR PROPOSED USE OF BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY

(If Applicant is not owner, also give name, address, and telephone number of owner)

DATE 7/5/84

| | |
|---|------------------|
| 1. NAME OF APPLICANT <u>Lewis County Public Utility District</u> | NAME OF OWNER |
| 2. ADDRESS OF APPLICANT <u>P.O. Box 330</u> <u>Chehalis, Washington 98532</u> | ADDRESS OF OWNER |
| 3. TELEPHONE NUMBER <u>(206) 748-9261</u> | TELEPHONE NUMBER |

4. Location of Property: Mossyrock-Chehalis 18/3

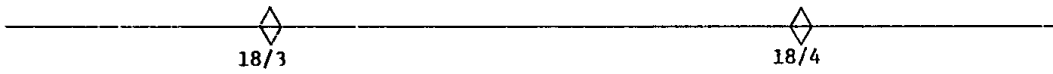
RECEIVED
AUG 6 1984
TITLE & LAND
MANAGEMENT SECTION

Quarter Section(s) SW/4-N/4/4 Section(s) 35 Township 13N

5. Other Description of your property location:

6. Purpose for which BPA Right-of-Way/Property is to be used (include a map or sketch if appropriate):
Underground Cable 7.2 kV

7. Right-of-Way: Draw in space provided below the proposed use. Identify structures and show distances and angles, if appropriate. If a BPA Plan and Profile drawing is available, you may draw your plans on it and attach to this application.



BPA Structure Identification RS 99 BPA Structure Identification RS 100

8. Type of structure: Wood Steel

9. If not a transmission corridor, please furnish land description and sketch of property.

10. Signature of Applicant See Attached Letter

11. Title _____

BPA 1620 FEB. 1983

To be completed by Area Office: OS-84-022

Lower Columbia Puget Sound Upper Columbia Snake River

Operating Name(s): Mossyrock-Chehalis/Chehalis-Mayfield

Construction Name(s): Mossyrock-Chehalis/Chehalis-Mayfield

Structure Nos.: 18/3 - 10/7

Line Existing Line Removed Wood Steel

Plan and Profile Drawing No. 145512 - 86310

Tract Nos. MR-C-50

Area Office Evaluation: Approved With Reservation
Not Recommended Disapproved

Comments and Current Construction Activity: Underground Cable will be 15 feet from existing wood pole structure.

Date July 25, 1984 Signature Don Renge

Title Puget Sound Area Office Asst. Area Manager for Engineering

(Reverse Side to be Completed by BPA Upon Approval of Proposed Use)

| | |
|---------------------------|---|
| LAND USE NO. <u>84114</u> | NAME OF APPLICANT <u>Lewis County Public Utility District</u> |
|---------------------------|---|

BPA 1620 MAY 1983

TO BE COMPLETED BY APPLICANT

Tract No. MR-C-50

LAND USE No. 84119

Date August 2, 1984

Proposed Use Underground Cable 7.2kv

We have determined that this proposed use of BPA's easement use does not now interfere with our ability to construct, operate, inspect, maintain, or repair our present or future facilities. If, in the future, BPA determines that this use is an interference, you will be required to remove it at no expense to BPA.

BPA is only responsible for damages as outlined in Federal Tort Claims Act, 62, Stat. 982, as amended. This act covers damages caused by BPA's negligence only. Any other losses caused by or resulting from your use of the area, including losses to BPA facilities, are totally your responsibility. BPA may repair damage to its facilities caused by your use, and the cost of these repairs will be charged against and paid by you.

BPA is not the owner of this property. If you are not the owner of this property you must obtain the Owners permission to use this property.

Special Conditions: Underground Cable will be 15' from existing wood pole structure.

This use, as outlined above, is hereby approved by BPA. It is effective upon commencement of use, or 30 days from receipt of this form. This agreement is not assignable or transferable.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By Donald D. Rump
OS-84-022 BPA 1620 Reverse Side

To be completed by Transmission Engineering—ETJ:

Operating Name(s): _____

Construction Name(s): _____

Structure Nos.: _____

Line Existing Line Removed Wood Steel

Plan and Profile Drawing No. _____

Tract Nos. _____

Transmission Engineering Evaluation: Approved With Reservation
Not Recommended Disapproved

Comments: _____

Date _____ Signature _____

Title

LAND USE NO. _____ NAME OF APPLICANT _____

DEPARTMENT OF ENERGY — BONNEVILLE POWER ADMINISTRATION
APPLICATION FOR PROPOSED USE OF BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY

OMB # 1910-1600

(If Applicant is not owner, also give name, address, and telephone number of owner) DATE

| | |
|---|-------------------------|
| 1. NAME OF APPLICANT <u>Lewis Co. PUD</u> | NAME OF OWNER |
| 2. ADDRESS OF APPLICANT <u>321 N. W. Pacific Ave. Chehalis, WA 98532</u> | ADDRESS OF OWNER |
| 3. TELEPHONE NUMBER () | TELEPHONE NUMBER () |

4. Location of Property: Lewis County

Quarter Section(s) SW $\frac{1}{2}$ SW $\frac{1}{2}$ Section(s) 35 Township 14N Range 2W

5. Other Description of your property location:

6. Purpose for which BPA Right-of-Way/Property is to be used (include a map or sketch if appropriate):
7.2 kV Underground Cable Crossing

7. Right-of-Way: Draw in space provided below the proposed use. Identify structures and show distances and angles. If appropriate. If a BPA Plan and Profile drawing is available, you may draw your plans on it and attach to this application.



BPA Structure Identification _____ BPA Structure Identification _____
 8. Type of structure: Wood Steel

9. If not a transmission corridor, please furnish land description and sketch of property.

10. Signature of Applicant See attached letter.
 11. Title _____

BPA 1600 FEB. 1983

To be completed by Area Office: OS-87-052

Lower Columbia Puget Sound Upper Columbia Snake River
 Operating Name(s): Paul-Allston #1 Same Chehalis-Covington #1
Chehalis-Centralia #1

Construction Name(s): Same Allston #2 Same

Structure Nos.: 9/4 9/4 5/2 5/6

Line Existing Line Removed Wood Steel
 Plan and Profile Drawing No. 147909 151809 112805 10244

Tract Nos. 2PA-27, 2PA-27XW, 2PA-26B, C-RE-39, C-RE-38A

Area Office Evaluation: Approved With Reservation
 Not Recommended Disapproved

Comments and Current Construction Activity: The Puget Sound Area has no objection to this underground cable crossing. A verbal approval was given on this project.

Date 8-7-87 Signature John R. W. [unclear] for Don Rempel
 Title _____

(Reverse Side to be Completed by BPA Upon Approval of Proposed Use)

Encl. 1 of 2
 7/14/87

| | |
|-----------------------|-------------------|
| LAND USE NO. 87148 | NAME OF APPLICANT |
|-----------------------|-------------------|

TO BE COMPLETED BY APPLICANT

Tract No. _____
LAND USE No. 87148
Date August 6, 1987

Proposed Use 7.2 kV Underground Cable Crossing.

We have determined that this proposed use of BPA's easement use does not now interfere with our ability to construct, operate, inspect, maintain, or repair our present or future facilities. If, in the future, BPA determines that this use is an interference, you will be required to remove it at no expense to BPA.

BPA is only responsible for damages as outlined in Federal Tort Claims Act, 62, Stat. 962, as amended. This act covers damages caused by BPA's negligence only. Any other losses caused by or resulting from your use of the area, including losses to BPA facilities, are totally your responsibility. BPA may repair damage to its facilities caused by your use, and the cost of these repairs will be charged against and paid by you.

BPA is not the owner of this property. If you are not the owner of this property you must obtain the Owners permission to use this property.

Special Conditions:

1. The electrical cables shall be buried with a minimum ground cover of 30 inches for protection from BPA heavy maintenance vehicles.
2. You shall mark with permanent type markers the points where the electrical cable enters into and leaves the right-of-way.
3. BPA access to its towers and right-of-way shall not be impaired at any time.
4. BPA shall not be liable for any damage to your power cable located within the right-of-way which might occur during maintenance or reconstruction of its facilities.
5. BPA is not the owner of this property. If you are not the owner of this property, you must obtain the owner's permission to use it.

This use, as outlined above, is hereby approved by BPA. It is effective upon commencement of use, or 30 days from receipt of this form. This agreement is not assignable or transferable.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By John R. Wain for Don. Rempel
08-87-052 BPA 1620 Reverse Side

To be completed by Transmission Engineering—ETJ:

Operating Name(s): _____

Construction Name(s): _____

Structure Nos.: _____

Line Existing Line Removed Wood Steel

Plan and Profile Drawing No. _____

Tract Nos. _____

Transmission Engineering Evaluation: Approved With Reservation
Not Recommended Disapproved

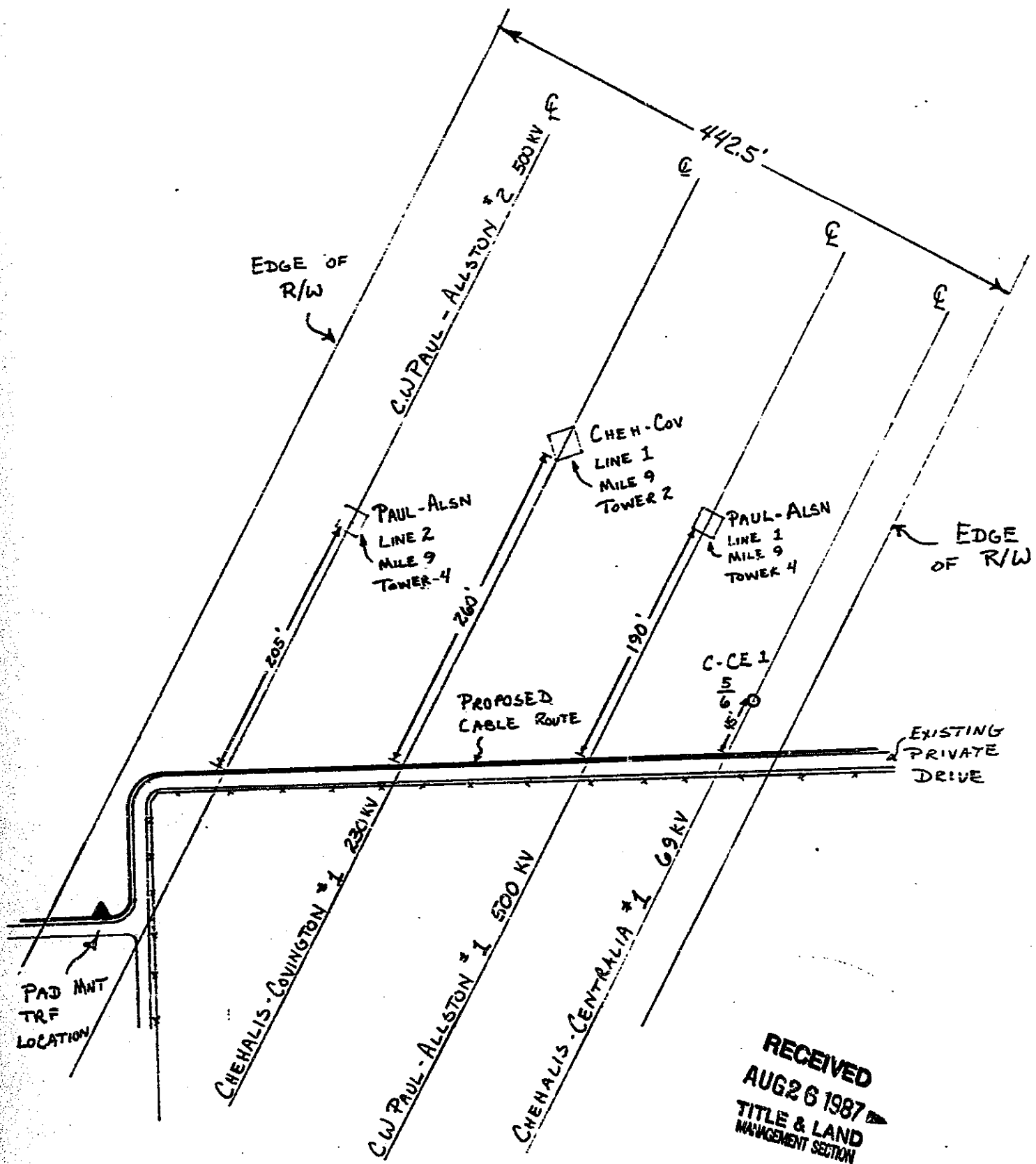
Comments: _____

Date _____ Signature _____

Title _____

Encl 2 of 2
7/14/87

LAND USE NO. _____ NAME OF APPLICANT _____



RECEIVED
 AUG 26 1987
 TITLE & LAND
 MANAGEMENT SECTION

Encl 1 of 1
 7/14/87

**U.S. DEPARTMENT OF ENERGY - BONNEVILLE POWER ADMINISTRATION
SERVICE LINE AGREEMENT**

The UNITED STATES OF AMERICA, Department of Energy, acting through the Bonneville Power Administrator (hereinafter called the "Licensor"), does hereby license, subject to existing rights, if any, of other parties, LEWIS COUNTY PUBLIC UTILITY DISTRICT NO. 1 and assigns, (hereinafter called the "Licensee"), to construct, operate, and maintain a 7.2-kV overhead/underground electric service line across and under the Mossyrock-Chehalis No. 1 and Chehalis-Mayfield No. 1 electric power transmission line rights-of-way of the Licensor at the location described as follows:

Under licensor's electric power transmission line within a portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 33, Township 13 North, Range 1 West, Willamette Meridian, Lewis County, Washington, between structures designated as MR C1 20/2 and 20/3 and CM1 8/8 and 8/9,

in accordance with BPA Drawing No. 145514, attached hereto as Exhibit A, submitted with the request of the Licensee dated September 22, 1989, so long as the Licensee's line shall not, in the opinion of the Licensor, interfere with the present or future use of said electric power transmission line rights-of-way for the transmission of electric power or related purposes.

The Licensee agrees that it will, at its expense, de-energize and ground or remove its line in accordance with applicable State and local laws and regulations, and the provisions of the National Electrical Safety Code, when so requested by the Licensor for performing maintenance or construction work on the Licensor's transmission line; the Licensee further agrees to reimburse the Licensor for any excess cost (including overtime payments to personnel) incurred by the Licensor by reason of the failure of the Licensee to accomplish said de-energization, grounding, or removal of its line in the manner herein provided.

The Licensee, by acceptance of this license, agrees to (1) assume all risk of loss or damage to its facilities and to indemnify and save the Licensor harmless from any and all claims arising in any manner from the presence of Licensee's facilities upon the Licensor's right-of-way, or from the construction, operation, maintenance, or removal thereof, excepting claims for damage to property or injury to persons directly resulting from the negligence of the Licensor's employees or contractors, and (2) agrees that any and all damage or injury to Licensor's property caused by or resulting from the construction, operation, use, maintenance, removal, and/or repair of the facilities of the Licensee may be repaired by the Licensor, and in such case the actual costs of such repair shall be charged against and paid by the Licensee; provided, however, that the Licensor, in lieu of its right to repair such property, may elect to require the Licensee itself, at no cost to the Licensor, to repair such damage or injury under the supervision and to the

Tract Nos. C-M-8-A-36, MR-C-20-A-59
LAND USE No. 90063
Case No. 900178

satisfaction of the Licensor. Licensee shall notify the Licensor at least 3 working days in advance of the date when the construction work will commence at the crossing site.

The following conditions must also be complied with:

1. Licensee will secure approval of the owner of the underlying fee for this crossing.
2. The underground portion of the cable shall be buried with a minimum cover of 30 inches.
3. Licensee shall mark with permanent-type markers the points where the buried cable enters and/or leaves the rights-of-way and at any angle points within the rights-of-way.
4. Licensee shall maintain a minimum clearance of 15 feet from any construction/maintenance equipment and the BPA conductor (wires).
5. Licensee shall maintain a distance of at least 25 feet from the poles and guy to the nearest edge of the buried cable trench.

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to such agreement if made with a corporation for its general benefit.

Issued at Portland, Oregon, this 21ST day of February 1990.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By Renee M. Ferrera
Renee M. Ferrera
Chief, Land Management Section

The above agreement is hereby accepted and its terms agreed to this Thirteenth day of February 1990.

LEWIS COUNTY PUBLIC UTILITY DISTRICT NO. 1

By Darryl H. Kahl
Title its Manager

Tract Nos. C-M-8-A-36, MR-C-20-A-59
LAND USE No. 90063
Case No. 900178

4" x 4" Cedar Post
1" On RP 1BT
7-15-94
4, 9, 9, 7, 2

T 12N R1W
T 13N R1W

1" IP IRP
F. N. F. W.
Y 436,548.2
X 1,415,733.1

Mr-C-59
GILBERT L LESH ET UX
PART OF N/2SW/4 SEC 33
4.3 ACRES
OPP STA 438+90.1 TO OPP STA 458+85

APPROX. LOCATION
OF 7.2 K V
BURIED
APPROX. LOCATION
OF RECEIVING
7.2 K V
CHASSIS

Mr-C-58
DALE HAMILTON ET UX
PART OF NE/4SW/4 SEC 33
2.8 ACRES
OPP STA 456+55 TO
OPP STA 466+64.5

NE 1/4 SW 1/4, Section 33,
Township 13 North,
Range 1 West,
Willamette Meridian,
Lewis County,
Washington

Tract Nos. C-M-8-A-36
MR-C-20-A-59
LAND USE No. 90063
Case No. 900178

EQUATION

RS 114

EXHIBIT

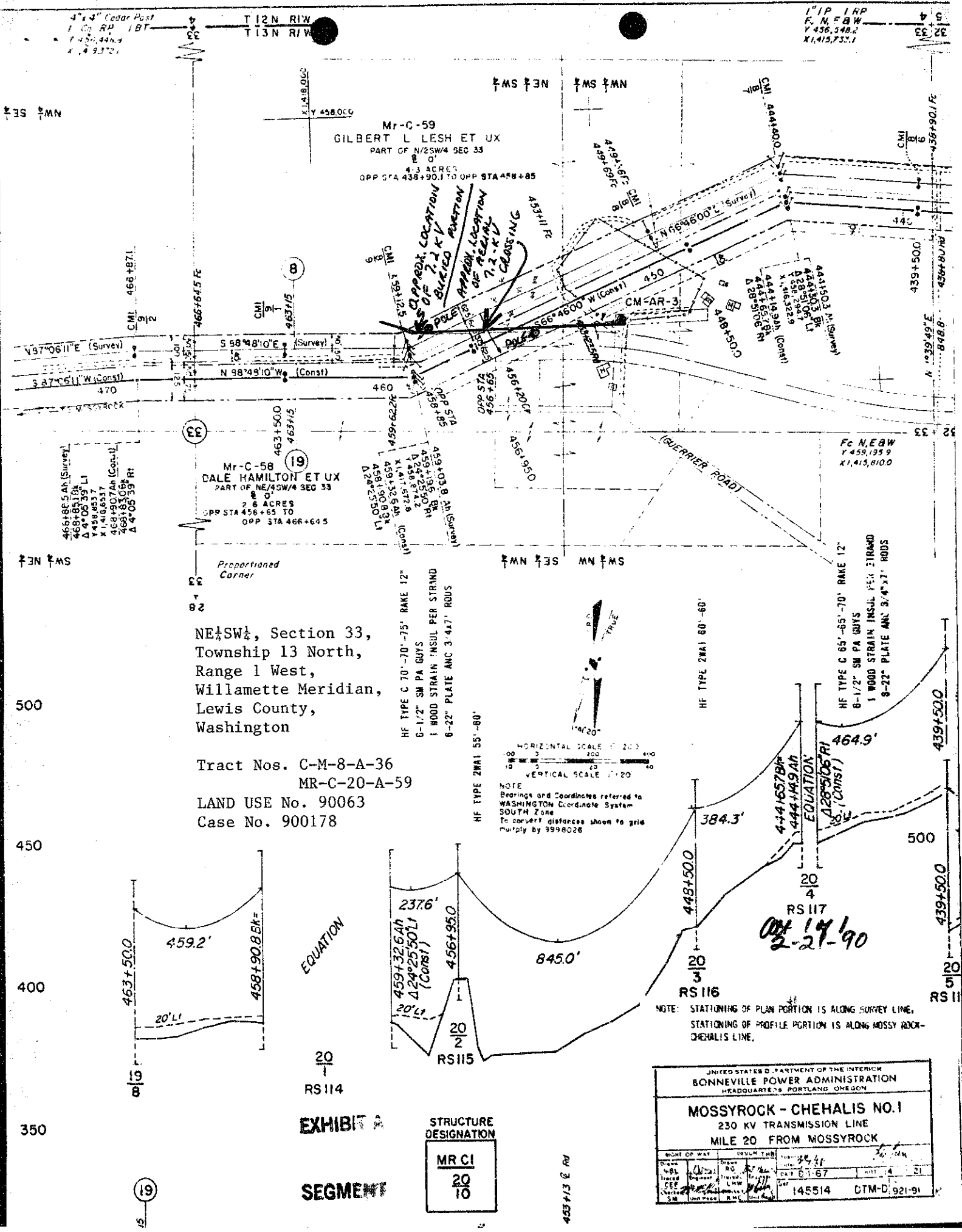
SEGMENT

STRUCTURE
DESIGNATION

MR CI
20
10

NOTE
Bearings and Coordinates referred to
WASHINGTON Coord. Note System
SOUTH Zone
To convert distances shown to grid
multiply by 9998026

| | | | |
|--|----------|--------|--------------|
| UNITED STATES DEPARTMENT OF THE INTERIOR | | | |
| BONNEVILLE POWER ADMINISTRATION | | | |
| HEADQUARTERS PORTLAND OREGON | | | |
| MOSSYROCK - CHEHALIS NO. 1 | | | |
| 230 KV TRANSMISSION LINE | | | |
| MILE 20 FROM MOSSYROCK | | | |
| NAME OF MAT | DATE | DESIGN | TYPE |
| WBL | 01/14/90 | 20 | 10 |
| INSTR | 01/14/90 | 01-67 | 31 |
| DESIGN | 01/14/90 | 145514 | DTM-D 921-91 |



October 12, 1989

TE

| | | | |
|------------|----------------|--------|-----------------------|
| Tract Nos. | C-RC-3-A-32 | Lines: | Paul-Allston #1 |
| | C-RC-3-A-32XW1 | | Paul-Allston #2 |
| | C-RC-3-A-32XW2 | | Chehalis-Centralia #1 |
| | 2P-A-10-A-36 | | Chehalis-Covington #2 |

Land Use No. 89171

Neil C. Penerl, Engineer
Lewis County PUD
P.O. Box 330
Chehalis, WA 98532

Dear Mr. Penerl:

Subject: Use of Bonneville Power Administration (BPA) Easement Area for a 72kV
Electrical Underground Cable in SE1/4, Section 3, Township 13 North,
Range 2 West, Willamette Meridian.

The above-described use of this easement area has been determined not to be a hazard to, nor an interference with BPA's present use of this easement for electrical transmission line purposes. Accordingly, there is no present objection to such use. However, if such use should at any time become a hazard to the presently installed electrical facilities of BPA, or any facilities added or constructed in the future, or should such use interfere with the inspection, maintenance, or repair of the same, or with the access along such easement, you will be required to remove such hazard or interference at no expense to BPA.

You will have to assume all risk of loss, damage, or injury which may result from your use of the easement area, except for such loss, damage, or injury for which BPA may be responsible under the provisions of the Federal Tort Claims Act, 62 Stat. 982, as amended. It is understood that any damage to BPA's property caused by or resulting from your use of the easement area may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by you.

The following conditions also must be complied with:

- a. The approximate location of your cable shall be as indicated on the attached drawing marked Exhibit A.
- b. The construction, use, and maintenance of your cable shall be at no cost to BPA.
- c. You shall mark with permanent type markers the points where the cable enter into and leave BPA's right-of-way and at any angle points within the right-of-way.
- d. The cables should be buried with a minimum cover of 30 inches for protection from our heavy maintenance vehicles.
- e. You shall restore BPA's right-of-way to its original condition or better following construction. No grade changes to facilitate disposal of overburden shall be allowed. Any damage to BPA property resulting from your proposed use shall be repaired at your expense.
- f. Access to the transmission line structures and to and along the right-of-way by BPA's maintenance crews shall not be interfered with or obstructed.
- g. BPA shall not be liable for any damage to your cable located within the right-of-way which might occur during maintenance, reconstruction, or future construction of its facilities.
- h. You shall secure the approval of the legal owner of the property for this crossing.
- i. The underground cables shall be constructed and maintained in compliance with applicable national, state, or local standards.
- j. Construction equipment shall not violate the minimum distance between equipment and transmission lines. For 287kV lines and below, the requirement clearance is 15 feet and for 500kV lines it is 20 feet.
- k. Access Roads
 - 1. BPA access roads shall be returned to their original condition following cable installation.
 - 2. Excavations that will sever BPA access roads and remain open for more than forty-eight (48) hours shall be temporarily bridged. Bridges shall be capable of supporting HS-20 highway loads.

10-12-89

1. Blasting - Blasting is allowed within BPA easement-held rights-of-way. The applicant shall use blasting mats or other suitable protection for the BPA transmission lines. The applicant shall notify the area Transmission Line Maintenance Superintendent 48 hours prior to the blasting. At the discretion of the area, a BPA lineman with a hold tag may be present during the blasting to inspect for damage to the transmission line. The applicant is responsible for the inspection and any repair costs.

BPA transmission lines may have a hazardous effect on electric blasing circuits. If electric blasting circuits will be used, the permit application should be referred to the Area Engineer.

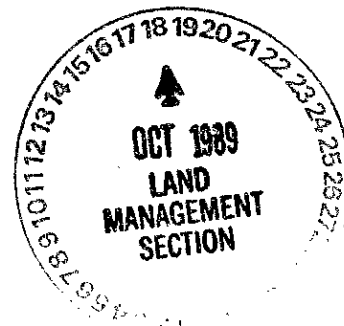
If you have questions regarding this permit, please call me at (206) 442-0951.

Sincerely,

Don Rempe
Area Engineer

EHall:pdw:0952 (VS11-TE-3016s)

cc:
G. HARRIS - MMLC
R. VIRAY - TE
D. Rempe - TE
E. Hall - TE
File - Paul-Allston #2



SEC 3 T13N R2W WM
LEWIS COUNTY, WASHINGTON

PROPOSED 7.2 KV
UNDERGROUND CABLE

| ACCESS ROAD LEGEND | |
|--|--|
| EXISTING ROAD | |
| TO BE CONSTR | |
| NO GRADING PERMITTED | |
| EXISTING ROAD TO BE IMPROVED IN ADDED R/W AREA | |
| EXISTING ROAD ACCESS NOT ACQUIRED | |
| ACCESS ROAD R/W WIDTH IS 20 UNLESS OTHERWISE NOTED | |

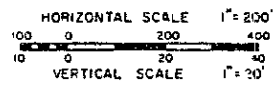
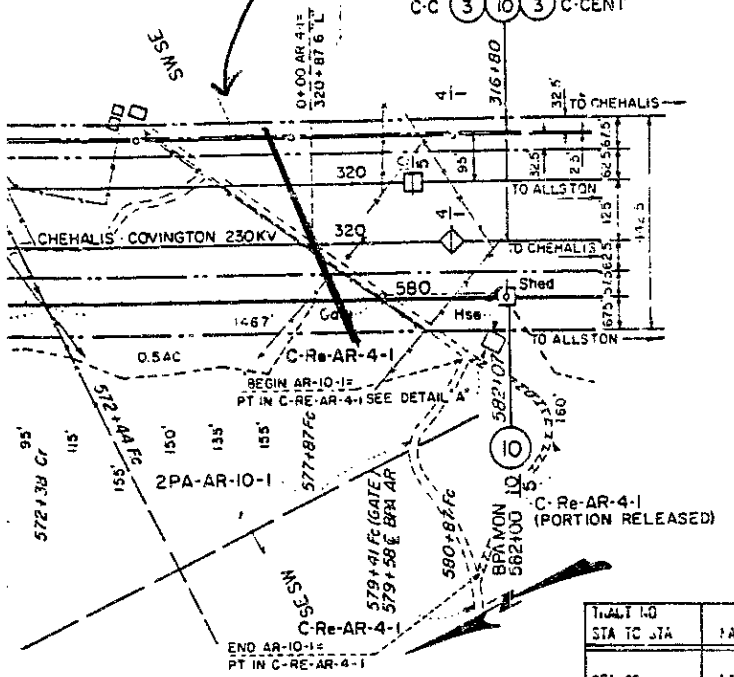


EXHIBIT A
SEGMENT OF DRAWING
LEWIS CO PUD
7.2 KV ELECTRICAL
UNDERGROUND CABLE
TRACT NOS.
C-RC-3-A-32
C-RC-3-A-32XW1
C-RC-3-A-32XW2
2P-A-10-A-36
LAND USE NO: 89171

| TRACT NO STA TO STA | NAME | LOCATION | ADJUT LENGTH | ACRES |
|-------------------------------|---|---|-----------------|-------|
| 2PA-30 528+65 TO 528+16 | NATIONAL BANK OF WASHINGTON (CONT TO: FRANK J PAKAR ET UX) | PART OF SE/4E/4 SEC 3 | 551' | 2.7 |
| 2PA-31 528+16 TO 528+17 | NATIONAL BANK OF WASHINGTON (CONT TO: G WILL LINDSEY ET UX) | PART OF E/2E/4 SEC 3 | 1351' | 4.1 |
| 2PA-32 528+17 TO 528+13 | JOSEPH JUTANER (CONT TO: FRANK L FELSON ET UX) | PART OF SE/4E/4 & PART OF LCT 2 SEC 3 | 256' | 1.0 |
| 2PA-33 528+13 TO 528+20 | JOE F KRAEMER ET UX | LCT 3 SEC 3 | 417' | 1.1 |
| 2PA-34 528+20 TO 528+7C | JOE F KRAEMER ET UX | LCT 16, BLOCK 1 HILF AND S 1/2 PLAT - 10, 4.5 & E OF PAUL-ALLSTON | 150' | 0.4 |
| 2PA-35 528+7C TO 572+44 | JOE F KRAEMER ET UX | LCT 3 SEC 3 | 574' | 2.5 |
| 2PA-36 572+44 TO 527+11 | GALPH J AUST ET UX | SW/4E/4 & PART OF SE/4SW/4 SEC 3 | 1467' | 4.2 |
| 2PA-AR-10-1 | | | 591' | 0.0 |

| 5 | PORTION OF C-RE-AR-4-1 RELEASED | RDG | 12-16-79 |
|-----|---|------|----------|
| 4 | GATE NOTE ADDED STA'S 528+65 & 538+65 | RDG | 8-20-79 |
| 3 | ADDED HIGHARTIC REPLAT INFORMATION | RJK | 7-17-79 |
| 2 | ON R/W ARS ADDED 2PA-AR-10-1 DETAIL A ADDED | SBL | 12-4-79 |
| 1 | TOWERS ADDED | JIM | 11-6-79 |
| NO. | REVISION | DATE | APPROVED |

The conductor curve shown is that used for determining tower locations.
GRD WIRE MWT AT ICE
CONDUCTOR MWT AT ICE
INSULATORS IM & EI SUSP 185 LEAD END 85

FOR ACC SEE DWG 5564 & 5565 (C-RE R/W PLAT) FOR SPEC. SEE THE PLACEMENT SEE DWG 151810A

UNITED STATES DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
HEADQUARTERS PORTLAND OREGON

PAUL - ALLSTON NO 2
500 KV TRANSMISSION LINE
LONG MILE 10 OF 49 MILES FROM PAUL (5283)

RIGHT OF WAY DESIGN AB

| | | | | | |
|--------|---------|---------|---------|----------|----------|
| Design | RMS | RDG | 4-4 | Approved | 12-16-79 |
| Check | Line | Drawn | Unit | Checked | 10-29-79 |
| Date | 11-5-79 | 11-5-79 | 11-5-79 | 11-5-79 | 11-5-79 |

REFERENCE DRAWINGS: 151810A, 151810B, 151810C, 151810D, 151810E, 151810F, 151810G, 151810H, 151810I, 151810J, 151810K, 151810L, 151810M, 151810N, 151810O, 151810P, 151810Q, 151810R, 151810S, 151810T, 151810U, 151810V, 151810W, 151810X, 151810Y, 151810Z

1 of 1
10-12-89

U.S. DEPARTMENT OF ENERGY - BONNEVILLE POWER ADMINISTRATION
SERVICE LINE AGREEMENT

The UNITED STATES OF AMERICA, Department of Energy, acting through the Bonneville Power Administrator (hereinafter called the "Licensor"), does hereby license, subject to existing rights, if any, of other parties, LEWIS COUNTY PUBLIC UTILITY DISTRICT and assigns, (hereinafter called the "Licensee"), to construct, operate, and maintain a 7.2-kV electric service line across and along the Mossy Rock-Chehalis No. 1 and Chehalis-Mayfield No. 1 electric power transmission line rights-of-way of the Licensor at the location described as follows:

A portion of the SW¼NW¼ of Section 35, Township 13 North, Range 1 West, Willamette Meridian, Lewis County, Washington, between structures identified as MR CI 18/2 and 18/3 and C MI 10/6 and 10/8

in accordance with Drawing No. 145512, attached hereto as Exhibit A, so long as the Licensee's line shall not, in the opinion of the Licensor, interfere with the present or future use of said electric power transmission line rights-of-way for the transmission of electric power or related purposes.

The Licensee agrees that it will, at its expense, de-energize and ground or remove its line in accordance with applicable State and local laws and regulations, and the provisions of the National Electrical Safety Code, when so requested by the Licensor for performing maintenance or construction work on the Licensor's transmission line; the Licensee further agrees to reimburse the Licensor for any excess cost (including overtime payments to personnel) incurred by the Licensor by reason of the failure of the Licensee to accomplish said de-energization, grounding, or removal of its line in the manner herein provided.

The Licensee, by acceptance of this license, agrees to (1) assume all risk of loss or damage to its facilities and to indemnify and save the Licensor harmless from any and all claims arising in any manner from the presence of Licensee's facilities upon the Licensor's right-of-way, or from the construction, operation, maintenance, or removal thereof, excepting claims for damage to property or injury to persons directly resulting from the negligence of the Licensor's employees or contractors, and (2) agrees that any and all damage or injury to Licensor's property caused by or resulting from the construction, operation, use, maintenance, removal, and/or repair of the facilities of the Licensee may be repaired by the Licensor, and in such case the actual costs of such repair shall be charged against and paid by the Licensee; provided, however, that the Licensor, in lieu of its right to repair such property, may elect to require the Licensee itself, at no cost to the Licensor, to repair such damage or injury under the supervision and to the

Tract Nos. Mr-C-50 and C-M-44
LAND USE No. 91125
Case No. 910514

6-14-91

2 of 2
6-18-91

satisfaction of the Licensor. Licensee shall notify the Licensor at least 3 working days in advance of the date when the construction work will commence at the crossing site.

The following conditions must also be complied with:

1. All activity and equipment must remain a minimum of 25 feet from the wood pole structures.
2. Any material or equipment must maintain a minimum clearance of 15 feet from the transmission line conductors (wires).
3. The buried distribution line shall be marked at the points where it enters and leaves the right-of-way and at any angle points within the right-of-way.
4. Wires should be buried a minimum of 42 inches.
5. The licensee must secure the approval of the legal owner of the property for this service line.

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to such agreement if made with a corporation for its general benefit.

Issued at Portland, Oregon, this 14th day of June 1991.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By Karen Pisk
Renee M. Ferrera
Chief, Land Management Section

The above agreement is hereby accepted and its terms agreed to this 24th day of June 1991.

LEWIS COUNTY PUBLIC UTILITY DISTRICT

By Danny H. Karlisch
Title its Manager

Tract Nos. Mr-C-50 and C-M-44
LAND USE No. 91125
Case No. -910514

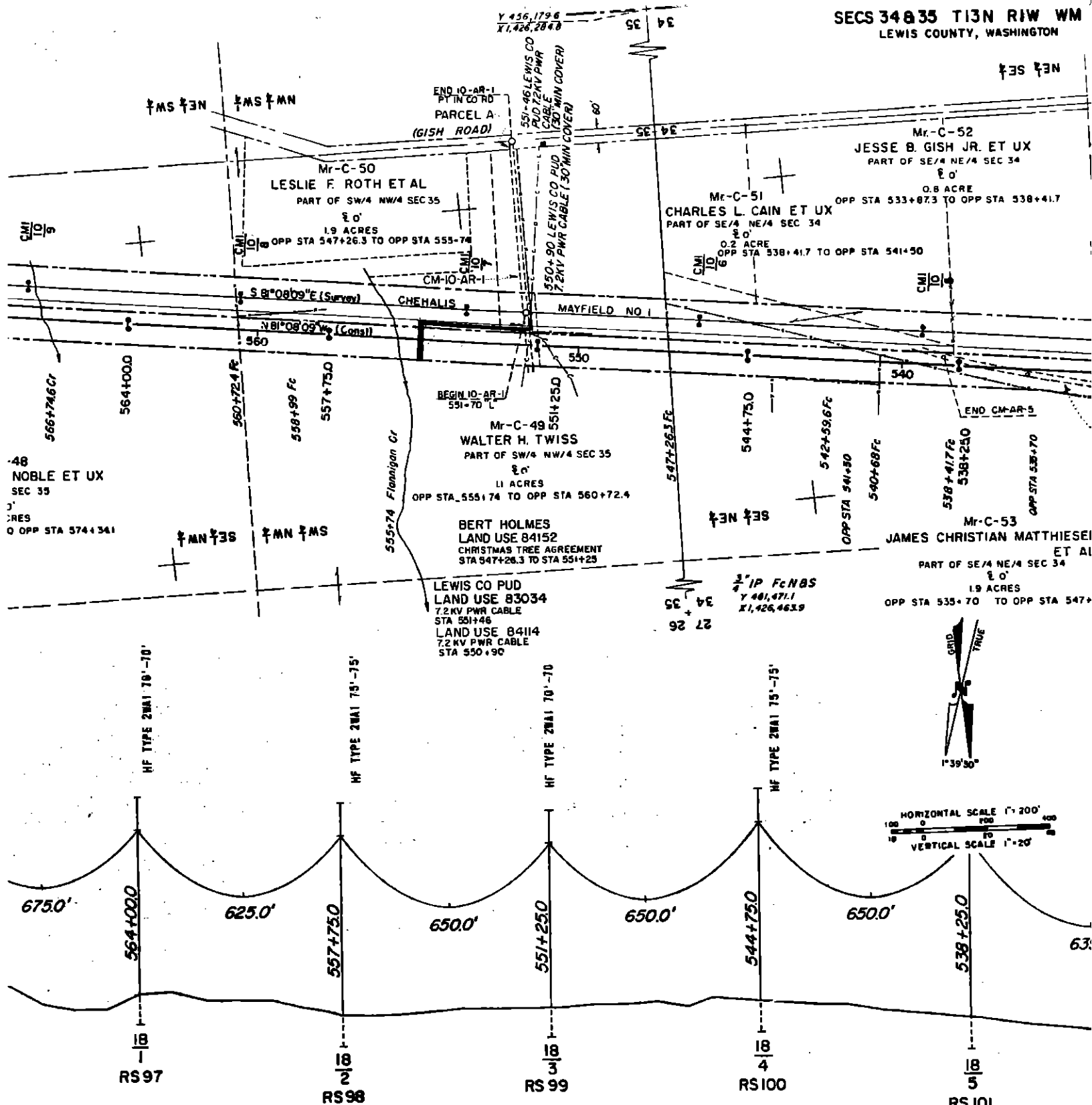


EXHIBIT A

Tract Nos. Mr-C-50 and C-M-44
 LAND USE No. 91125
 Case No. 910514

Lewis County PUD
 Distribution Line

SEGMENT *02/1/91*
 6-14-91

| | | | |
|--|--------------|--------|----------|
| UNITED STATES DEPARTMENT OF THE INTERIOR | | | |
| BONNEVILLE POWER ADMINISTRATION | | | |
| HEADQUARTERS, PORTLAND, OREGON | | | |
| MOSSYROCK - CHEHALIS NO.1 | | | |
| 230 KV TRANSMISSION LINE | | | |
| MILE 18 FROM MOSSYROCK | | | |
| WORK ON WAY | DESIGN TITLE | DATE | DATE |
| Drawn | By | 7/16 | 12 OF 31 |
| Checked | By | 8-1-67 | 145512 |
| Approved | By | | DTM-D |
| Scale | Sheet | 145512 | 921-91 |

46 Lewis Co PUD 7.2 KV Pwr Cable
 (In Cover)
 90 Lewis Co PUD 7.2 KV Pwr Cable
 (In Cover)



Department of Energy
Bonneville Power Administration
Puget Sound Area
201 Queen Anne Avenue North
P.O. Box C-19030
Seattle, WA 98109-1030

October 8, 1991

In reply refer to: TE

Tract No. PA-72, PA-73
LAND USE No. 91166

Line: Paul-Allston No. 1
(operated as same)

CERTIFIED - RETURN RECEIPT REQUESTED

Mr. Neil Pemel
LEWIS COUNTY PUD
Post Office Box 330
Chehalis, Washington 98532

Dear Mr. Pemel:

Subject: Use of Bonneville Power Administration (BPA) Easement Area for construction/installation, use, and maintenance of a 7.2 kV electrical cable crossing on a private road across BPA right-of-way, located in a portion of the SE 1/4 NW 1/4, Section 21, Township 13N, Range 2W, Willamette Meridian, Lewis County, Washington, between towers identified as Paul-Allston 1-13-4 and 1-13-5.

The above-described use of this easement area has been determined not to be a hazard to, nor an interference with, BPA's present use of this easement for electric transmission line purposes. Accordingly, there is no present objection to such use. However, if such use should at any time become a hazard to the presently installed electrical facilities of BPA, or any facilities added or constructed in the future, or should such use interfere with the inspection, maintenance, or repair of the same, or with the access along such easement, you will be required to remove such hazard or interference at no expense to BPA.

You will have to assume all risk of loss, damage, or injury which may result from your use of the easement area, except for such loss, damage, or injury for which BPA may be responsible under the provisions of the Federal Tort Claims Act, 62 Stat. 982, as amended. It is understood that any damage to BPA's property caused by or resulting from your use of the easement area may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by you.

2 of 3
1028-91

Land Use Agreement with Lewis Co. PUD
dated October 1, 1991; Subject: 7.2 kV underground
electrical cable crossing

The following conditions also must be complied with:

1. The approximate location of your electrical cable crossing shall be as shown on the attached segment of BPA drawing No. 147913, marked Exhibit A, and as shown on the attached Lewis Co. PUD drawing marked Exhibit B.
2. The construction/installation, use, and maintenance of your facilities shall be at no cost to BPA.
3. BPA shall not be liable for any damage to your facilities located within the right-of-way which might occur during maintenance, reconstruction, or future construction of its facilities.
4. Access to the transmission line structures and to and along the right-of-way by BPA's maintenance crews shall not be interfered with or obstructed.
5. You shall not at any time allow any construction of maintenance equipment to come closer than fifteen feet (15') of the conductors (wires).
6. The 7.2 kV electrical cable shall be buried within at least thirty inches (30") of ground cover.
7. You shall mark with permanent-type markers the points where the cable enters into and leaves BPA's right-of-way and at any angle points within the right-of-way.
8. The cable shall be constructed and maintained in compliance with applicable national, state, or local standards.
9. You shall restore BPA's right-of-way to their original condition or better following construction/installation. Any damage to BPA property resulting from your proposed use shall be repaired at your expense.

Tract Nos. PA-72-, PA-73
LAND USE No. 91166
Case No. 910816

3 of 3
10-8-91

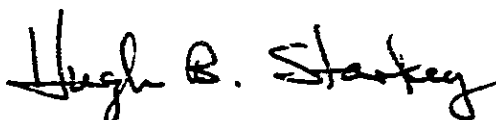
Land Use Agreement with Lewis County PUD
dated October 1, 1991 ; Subject: 7.2 kV underground
electrical cable crossing

BPA is not the owner of this property. If you are not the owner of this property you must obtain the owners' permission to use this property.

This agreement is entered into with the express understanding that it is not assignable or transferable to other parties without the prior written consent of BPA. This Land Use Agreement becomes effective upon the commencement of use as set forth in the agreement. If you have any questions or concerns, please notify us. IF NO RESPONSE IS RECEIVED WITHIN 30 DAYS FROM THE RECEIPT OF THE AGREEMENT, THE TERMS OF THE AGREEMENT WILL BE ASSUMED TO BE ACCEPTABLE. The AGREEMENT WILL THEN BECOME A PART OF OUR PERMANENT FILE AND MAPPING SYSTEM.

You may direct any communication to this office, P. O. Box C-19030, Seattle, Washington 98109-1030, or by telephoning Reynaldo M. Viray at (206)553-0953.

Sincerely,



Hugh B. Starkey
Assistant Area Manager
for Engineering

Attachment

Drawings, Exhibit A and B___

cc:

R. Ferrera - MMLC

L. Alvarez - TDT

Official File - TE (ED17-16)

Tract Nos. PA-72, PA-73
LAND USE No. 91166
Case No. 910816

Exhibit "B"



1" = 100'

LINE 1
MILE 13
TOWER 4

377'

PAUL-ALSTON LINE #3

44° 55' 40"

ROAD

60'

PROPOSED BURIED
7200 VOLT CABLE
42" DEEP

CENTERLINE PRIVATE
N 69° 30' E

CENTERLINE
N 34° 34' 20" E

STATE

HIWAY

603

LINE 1
MILE 13
TOWER 5

150'
BPA R/W

Att 2 of 3
10-8-91

SE 1/4 - NW 1/4 SEC 21 - 13N - 2W

U.S. DEPARTMENT OF ENERGY - BONNEVILLE POWER ADMINISTRATION
SERVICE LINE AGREEMENT

The UNITED STATES OF AMERICA, Department of Energy, acting through the Bonneville Power Administrator (hereinafter called the "Licensor"), does hereby license, subject to existing rights, if any, of other parties, LEWIS COUNTY PUBLIC UTILITIES DISTRICT NO. 1 and assigns, (hereinafter called the "Licensee"), to construct, operate, and maintain a 7.2 underground electric service line paralleling within and along the Paul-Allston No. 1 and Longview-Chehalis No. 3 (operated as Longview-Chehalis No. 1) electric power transmission line rights-of-way of the Licensor at the location described as follows:

Under licensor's electric power transmission lines located in a portion of the ~~W&SE¼~~ of Section 19, Township 11 North, Range 2 West, Willamette Meridian, Lewis County, Washington, as shown on the segment of BPA Drawing No. 147926, attached hereto as Exhibit B,

in accordance with the drawing, attached hereto as Exhibit A, submitted with the request of the Licensee dated May 23, 1988, so long as the Licensee's line shall not, in the opinion of the Licensor, interfere with the present or future use of said electric power transmission line rights-of-way for the transmission of electric power or related purposes.

The Licensee agrees that it will, at its expense, de-energize and ground or remove its line in accordance with applicable State and local laws and regulations, and the provisions of the National Electrical Safety Code, when so requested by the Licensor for performing maintenance or construction work on the Licensor's transmission line; the Licensee further agrees to reimburse the Licensor for any excess cost (including overtime payments to personnel) incurred by the Licensor by reason of the failure of the Licensee to accomplish said de-energization, grounding, or removal of its line in the manner herein provided.

The Licensee, by acceptance of this license, agrees to (1) assume all risk of loss or damage to its facilities and to indemnify and save the Licensor harmless from any and all claims arising in any manner from the presence of Licensee's facilities upon the Licensor's right-of-way, or from the construction, operation, maintenance, or removal thereof, excepting claims for damage to property or injury to persons ~~directly~~^{OHK} resulting from the negligence of the Licensor's employees or contractors, and (2) agrees that any and all damage or injury to Licensor's property caused by or resulting from the construction, operation, use, maintenance, removal, and/or repair of the facilities of the Licensee may be repaired by the Licensor, and in such case the actual costs of such repair shall be charged against and paid by the Licensee; provided, however, that the Licensor, in lieu of its right to repair such property, may elect to require the Licensee itself, at no cost to the

Tract Nos. KR-46, KR-47, KR-49, 2KC-46,
and 3LO-C-51
LAND USE No. 92106
Case No. 920296

5-4-92

Licensors, to repair such damage or injury under the supervision and to the satisfaction of the Licensor. Licensee shall notify the Licensor at least 3 working days in advance of the date when the construction work will commence at the crossing site.

The following condition must also be complied with:

- 1. Licensee shall mark with permanent type markers the points where the cable enters and leaves the right-of-way and any angle points therein.

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to such agreement if made with a corporation for its general benefit.

Issued at Portland, Oregon, this 21st day of April 1992.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By Renee M. Ferrera
Renee M. Ferrera
Chief, Land Management Section

The above agreement is hereby accepted and its terms agreed to this 4th day of May 1992

LEWIS COUNTY PUBLIC UTILITY DISTRICT NO. 1

By Danny H Kolbits
Title its Manager

Tract Nos. KR-46, KR-47, KR-49, 2KC-46,
and 3LO-C-51
LAND USE No.
Case No. 920296

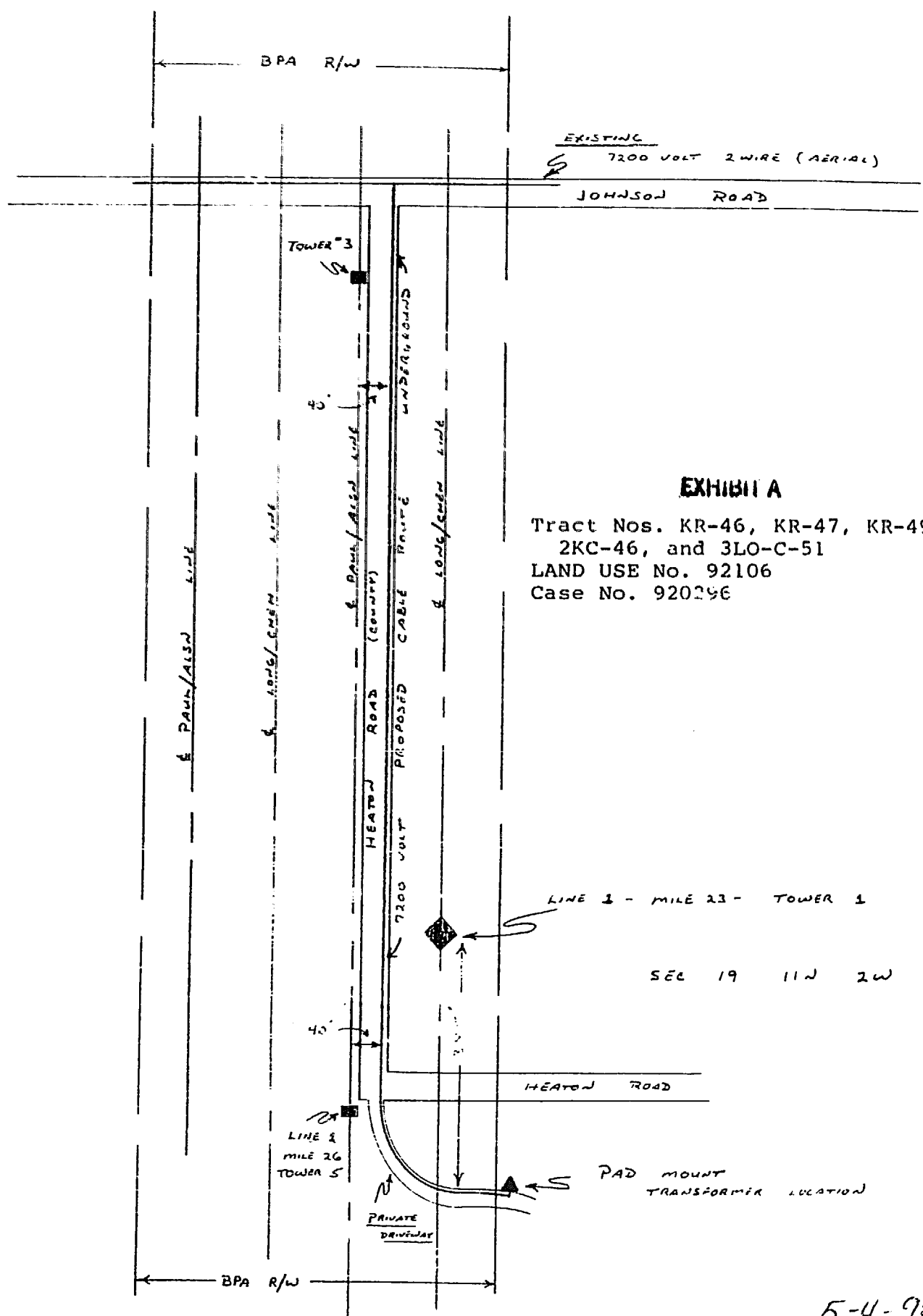


EXHIBIT A

Tract Nos. KR-46, KR-47, KR-49,
 2KC-46, and 3LO-C-51
 LAND USE No. 92106
 Case No. 920296

SEC 19 11W 2W

5-4-92

ACQUISITION OF ORIGINAL 300' R/W SEE
 L-B-1 & L-B-11 FILE NO PC-30-JI-340
 ADDITIONAL 125' R/W SEE DWG NO

SECS 18 & 19 T11N R2W WM
 LEWIS COUNTY, WASHINGTON

NAIL IN HWY

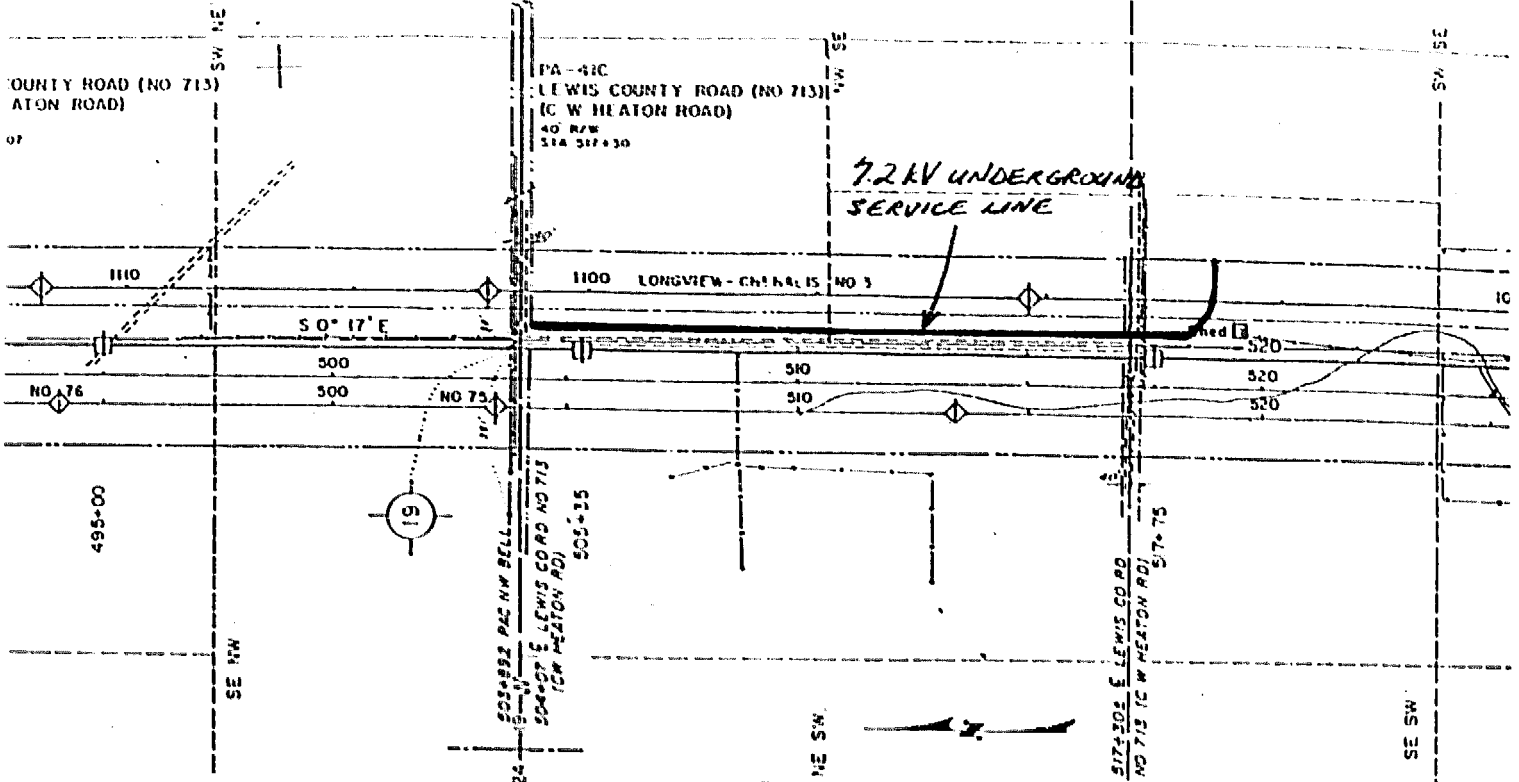
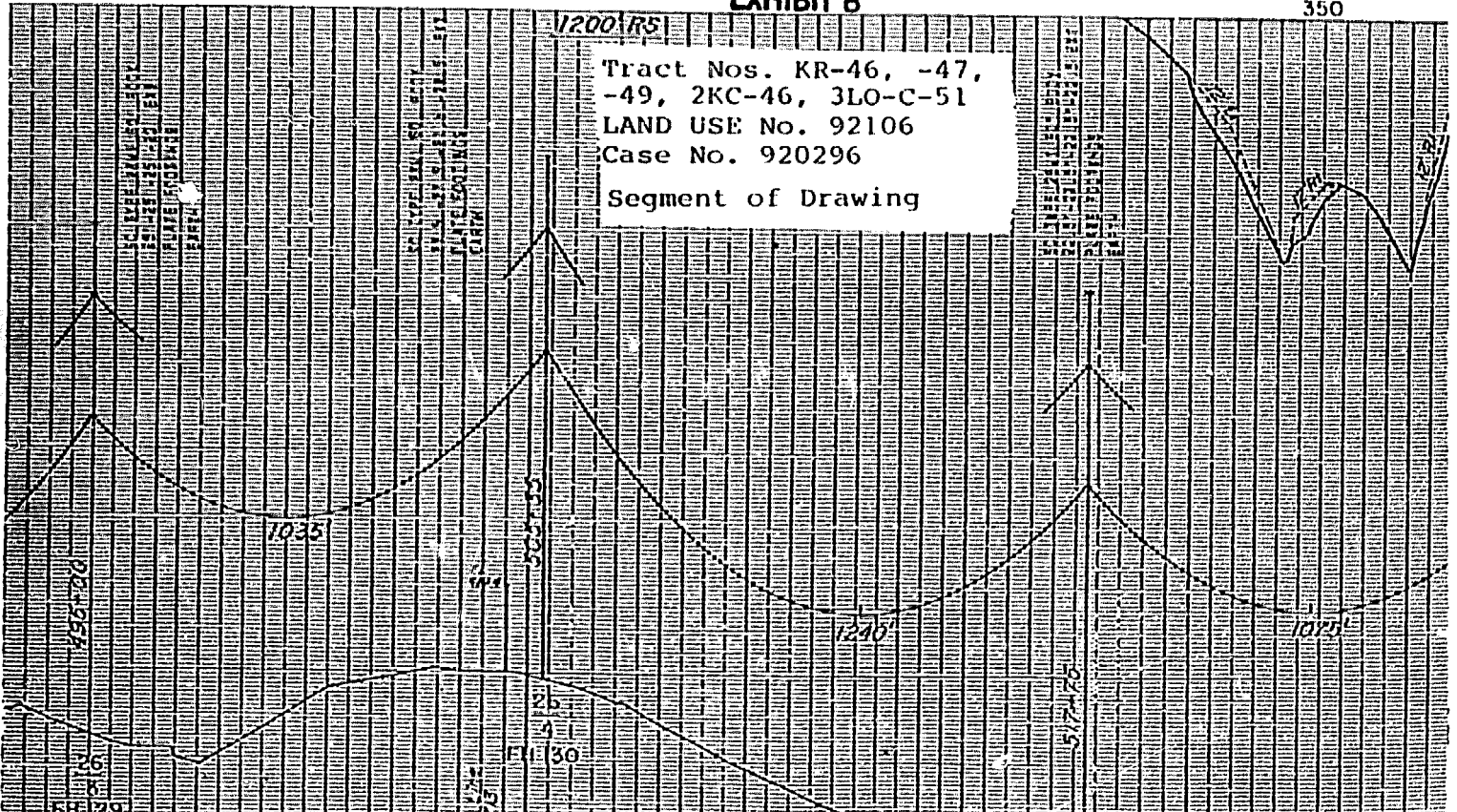


EXHIBIT B

350



Tract Nos. KR-46, -47,
 -49, 2KC-46, 3LO-C-51
 LAND USE No. 92106
 Case No. 920296
 Segment of Drawing

The conductor curve shown is that used for determining tower locations
 Data: U2C B63 C-4 TWIN BUNDLE CHEMUR MWT 38000 AT 1/2" ICE SUSPENSION

| | | | | |
|---|----------------------|------|----------|------|
| 1 | LAND USE BILL ADDED | 01 | 12/27/67 | 1027 |
| 2 | OPER NAME DELETED | 02 | 12/27/67 | 1027 |
| 3 | SWP JRSUL CHG | 03 | 12/27/67 | 1027 |
| 4 | NO APP 44 1000 PA-41 | 04 | 12/27/67 | 1027 |
| 5 | PROFILE ADDED | 05 | 12/27/67 | 1027 |
| 6 | REVISION | DATE | APPROVED | BY |

UNITED STATES DEPARTMENT OF THE INTERIOR
 BONNEVILLE POWER ADMINISTRATION
 HEADQUARTERS PORTLAND OREGON

PAUL-ALLSTON NO. 1 154-92
 500 KV TRANSMISSION LINE
 MILE 26 FROM PAUL

DATE: 6-27-67
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DESIGNED BY: [Signature]
 147926 DTM-D 193-07

U.S. DEPARTMENT OF ENERGY - BONNEVILLE POWER ADMINISTRATION
SERVICE LINE AGREEMENT

The UNITED STATES OF AMERICA, Department of Energy, acting through the Bonneville Power Administrator (hereinafter called the "Licensor"), does hereby license, subject to existing rights, if any, of other parties, PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY, WASHINGTON and assigns, (hereinafter called the "Licensee"), to construct, operate, and maintain a 40-foot wood pole with down guy and buried 120/240 volt electric service line conductor across and under the Silver Creek-Morton No. 1 electric power transmission line right-of-way of the Licensor at the location described as follows:

Under Licensor's electric power transmission line in a portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 14, Township 12 North, Range 2 East, Willamette Meridian, Lewis County, Washington, Between Structures Designated as SC M1 4/2 and 4/3, being approximately 323 feet easterly of structure 4/2, going diagonally across Licensor's right-of-way to approximately 285 feet from said structure 4/2,

in accordance with drawing submitted with application dated July 13, 1992, attached hereto as Exhibit A, so long as the Licensee's line shall not, in the opinion of the Licensor, interfere with the present or future use of said electric power transmission line right-of-way for the transmission of electric power or related purposes.

The Licensee agrees that it will, at its expense, de-energize and ground or remove its line in accordance with applicable State and local laws and regulations, and the provisions of the National Electrical Safety Code, when so requested by the Licensor for performing maintenance or construction work on the Licensor's transmission line; the Licensee further agrees to reimburse the Licensor for any excess cost (including overtime payments to personnel) incurred by the Licensor by reason of the failure of the Licensee to accomplish said de-energization, grounding, or removal of its line in the manner herein provided.

The Licensee, by acceptance of this license, agrees to (1) assume all risk of loss or damage to its facilities and to indemnify and save the Licensor harmless from any and all claims arising in any manner from the presence of Licensee's facilities upon the Licensor's right-of-way, or from the construction, operation, maintenance, or removal thereof, excepting claims for damage to property or injury to persons directly resulting from the negligence of the Licensor's employees or contractors, and (2) agrees that any and all damage or injury to Licensor's property caused by or resulting from the construction, operation, use, maintenance, removal, and/or repair of the facilities of the Licensee may be repaired by the Licensor, and in such case the actual costs of such repair shall be charged against and paid by the Licensee; provided, however, that the Licensor, in lieu of its right to repair such property, may elect to require the Licensee itself, at no cost to the Licensor, to repair such damage or injury under the supervision and to the satisfaction of the Licensor. Licensee shall notify the Licensor at least 3 working days in advance of the date when the construction work will commence at the crossing site.

Tract No. SC-M-19
LAND USE No. 92254
Case No. 920681

10/3 9/30/92

The following conditions must also be complied with:

1. It is understood that the licensee will secure the approval of the owner of the underlying fee for this crossing.
2. Construction equipment to maintain a minimum distance (clearance) of 15 feet between equipment and transmission line conductors (wires).
3. The cable shall be buried with a minimum cover of 30 inches.
4. a. Access to and along BPA's right-of-way shall not be obstructed.
b. BPA access roads shall be returned to their original condition following construction.
5. a. No excavated material is allowed on the right-of-way.
b. No grade changes to facilitate construction or disposal of overburden shall be allowed.
6. The cable location shall be marked with permanent signs at any angle points and where it enters and leaves the BPA right-of-way.
7. No storage of flammable materials or refueling of vehicles is allowed on the right-of-way.
8. The location of the Licensee's pole shall be located as shown on Exhibit A. Licensee shall provide Licensor with an "as built" drawing for permanent mapping purposes.

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to such agreement if made with a corporation for its general benefit.

Issued at Portland, Oregon, this 25th day of September 1992.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By


Renee M. Ferrera
Chief, Land Management Section

Tract No. SC-M-19
LAND USE No. 92254
Case No. 920681

2 of 3 9/30/92

The above agreement is hereby accepted and its terms agreed to
this 30th day of September 1992.

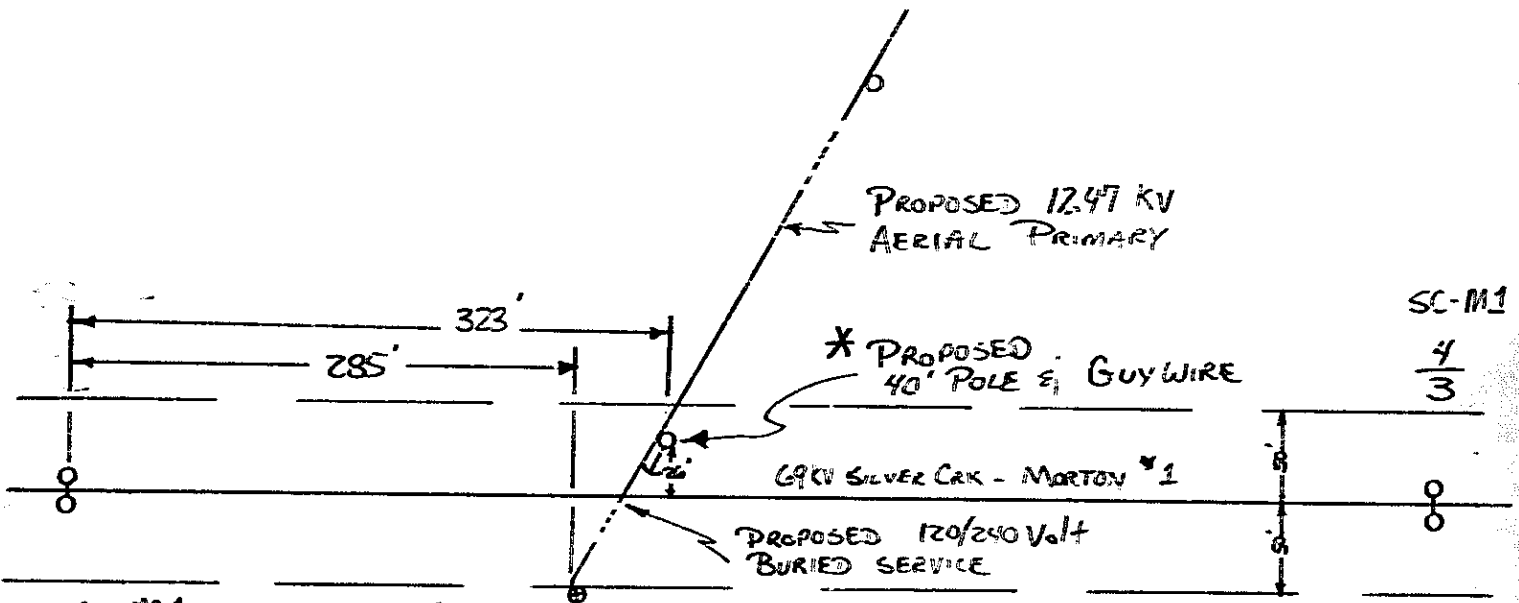
PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS
COUNTY, WASHINGTON

By R. H. Kachula

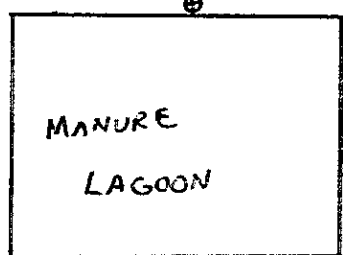
Title Its Manager

PROPOSED 120/240 VOLT
BURIED SERVICE WIRE
CROSSING

NW 1/4 SEC 14 - T12N - R2E - W.M.



SC-M1
 $\frac{4}{2}$



* POLE TO BE MOVED
 14' IN ADDITION TO DISTANCE
 SHOWN ON THIS DRAWING.
 (40' FROM EXISTING E.)

EXHIBIT A

Tract No. SC-M-19
 LAND USE No. 92254
 Case No. 920681

att 1 of 1
 09/30/92

SCALE 1" = 100'

OFFICIAL FILE COPY

U.S. DEPARTMENT OF ENERGY - BONNEVILLE POWER ADMINISTRATION
SERVICE LINE AGREEMENT

The UNITED STATES OF AMERICA, Department of Energy, acting through the Bonneville Power Administrator (hereinafter called the "Licensor"), does hereby license, subject to existing rights, if any, of other parties, PUD NO. 1 OF LEWIS COUNTY, WASHINGTON, and assigns, (hereinafter called the "Licensee"), to construct, operate, and maintain a 7.2-kV buried cable across the Mossyrock-Chehalis No. 1, Chehalis-Mayfield No. 1 electric power transmission line right-of-way of the Licensor at the location described as follows:

Under licensor's electric power transmission line in a portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, Township 13 North, Range 1 East, Willamette Meridian, Lewis County, Washington, between structures MR CI 15/2 and 15/3 and Cm. 13/6 - 13/8,

in accordance with a segment of BPA Drawing No. 145529, attached hereto as Exhibit A, and a drawing submitted to the Licensor attached as Exhibit B, submitted with the request of the Licensee dated November 6, 1992, so long as the Licensee's line shall not, in the opinion of the Licensor, interfere with the present or future use of said electric power transmission line right-of-way for the transmission of electric power or related purposes.

The Licensee agrees that it will, at its expense, de-energize and ground or remove its line in accordance with applicable State and local laws and regulations, and the provisions of the National Electrical Safety Code, when so requested by the Licensor for performing maintenance or construction work on the Licensor's transmission line; the Licensee further agrees to reimburse the Licensor for any excess cost (including overtime payments to personnel) incurred by the Licensor by reason of the failure of the Licensee to accomplish said de-energization, grounding, or removal of its line in the manner herein provided.

The Licensee, by acceptance of this license, agrees to (1) assume all risk of loss or damage to its facilities and to indemnify and save the Licensor harmless from any and all claims arising in any manner from the presence of Licensee's facilities upon the Licensor's right-of-way, or from the construction, operation, maintenance, or removal thereof, excepting claims for damage to property or injury to persons directly resulting from the negligence of the Licensor's employees or contractors, and (2) agrees that any and all damage or injury to Licensor's property caused by or resulting from the construction, operation, use, maintenance, removal, and/or repair of the facilities of the Licensee may be repaired by the Licensor, and in such case the actual costs of such repair shall be charged against and paid by the Licensee; provided, however, that the Licensor, in lieu of its right to repair such property, may elect to require the Licensee itself, at no cost to the

Tract Nos. CM-63 and MR-C-35
LAND USE No. 93129
Case No. 930179

2 of 2
1-26-93

Licensors, to repair such damage or injury under the supervision and to the satisfaction of the Licensor. Licensee shall notify the Licensor at least 3 working days in advance of the date when the construction work will commence at the crossing site.

The following conditions must also be complied with:

1. Licensee shall secure the approval of the owner of the underlying fee for this crossing.
2. Licensee shall not allow any construction or maintenance equipment to come closer than 15 feet to the conductors.
3. The underground cable shall maintain a minimum clearance of twenty-five feet (25') to the point where wood poles and guy anchors enter the earth and shall be buried with a minimum cover of 30 inches.

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to such agreement if made with a corporation for its general benefit.

Issued at Portland, Oregon, this 6th day of January 1993.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

by Renee M. Ferrera
Renee M. Ferrera
Chief, Land Management Section

The above agreement is hereby accepted and its terms agreed to this 26th day of January 1993.

PUD NO. 1 OF LEWIS COUNTY
By Danny H. Kalish
Title its Manager

Tract Nos. CM-63 and MR-C-35
LAND USE No. 93129
Case No. 930179

EDWARD DECKERT ET UX
PART OF SEC 32 T13N R1E WM

CPP STA 720+59.0 TO OPP STA 727+101

T12N R1E WM
3rd STANDARD PARALLEL NORTH
T13N R1E WM
±MS ±MS

Mr-C-35
ROBERT N BINION ET UX
PART OF SW/4SW/4 SEC 32
E 0'
15 ACRES
OPP STA 707+68 TO OPP STA 720+59

Mr-C-31
H R WEAVER ET UX
NE/4SW/4 SEC 32
E 0'
2.2 ACRES
OPP STA 720+59.0 TO OPP STA 733+69.2

7.2KV UG
Lewis Co PUD

Bldg Area

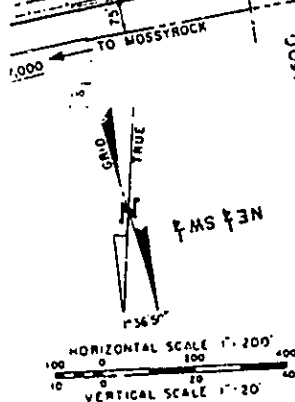
OPP STA 705+80

Mr-C-32
SYLVESTER E GUIBERSON ET AL
PART OF NW/4SW/4 SEC 32
E 0'
0.5 ACRE
OPP STA 717+00 TO OPP STA 720+590

Mr-C-33
FRANK L MC ALLISTER ET UX
PART OF NW/4SW/4 SEC 32
E 0'
0.1 ACRE
OPP STA 716+00 TO OPP STA 717+00

Mr-C-34
JOHN GERRITS ET UX
PART OF NW/4SW/4 SEC 32
E 0'
1.0 ACRE
OPP STA 707+68 TO
OPP STA 716+00

JOHN D
PART OF NE
OPP STA 693



NOTE:
Bearings and Coordinates referred to
WASHINGTON Coordinate System
SOUTH Zone
To convert distances shown to Grid
multiply by 9998225

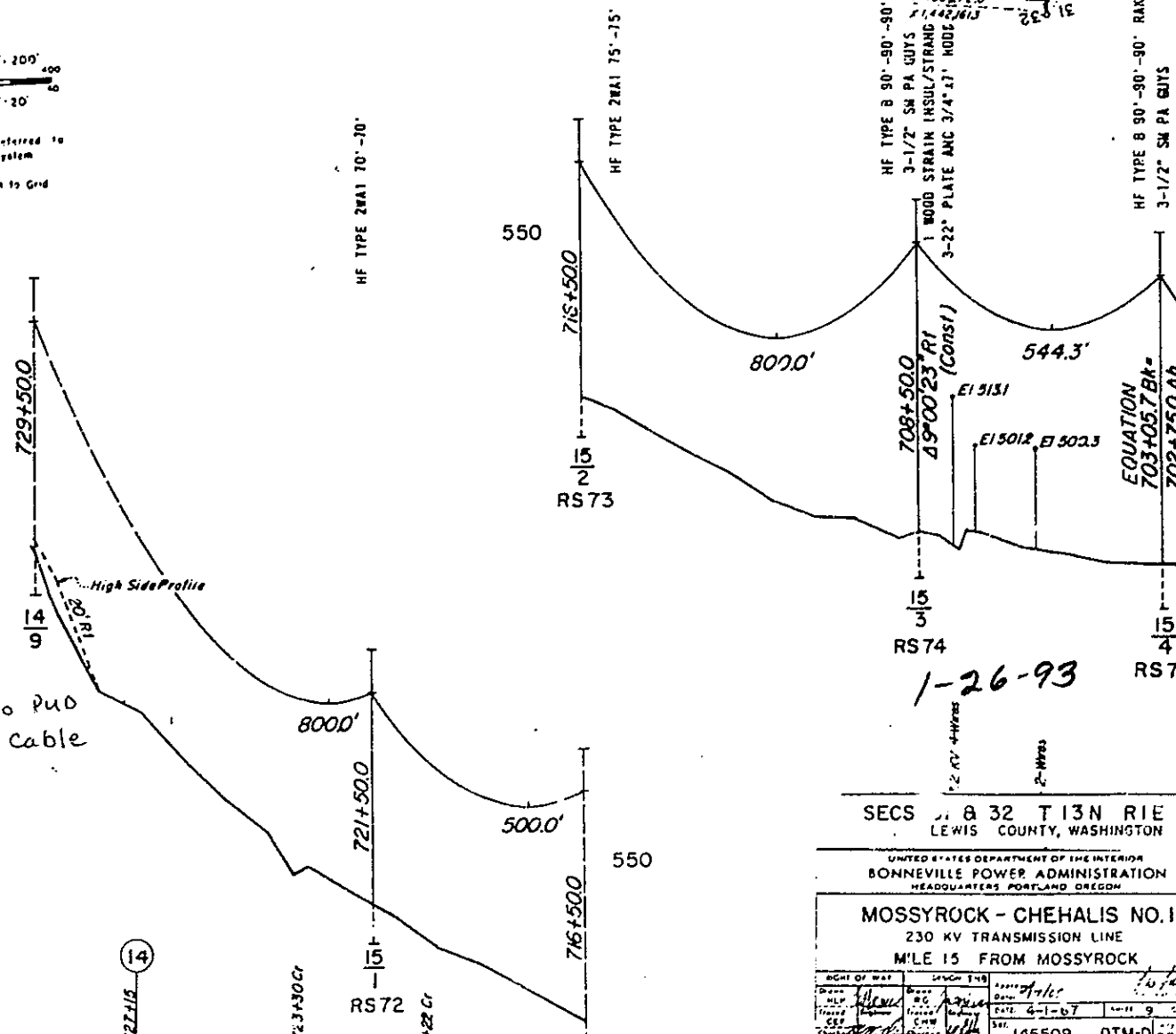


Exhibit A
Name: Lewis Co PUD
Project: 7.2KV cable
LUN:
Tract No.:
Location:

SECS 32 T13N R1E
LEWIS COUNTY, WASHINGTON

UNITED STATES DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
HEADQUARTERS PORTLAND OREGON

MOSSYROCK - CHEHALIS NO. 1
230 KV TRANSMISSION LINE
MILE 15 FROM MOSSYROCK

| | | | |
|--------|-------------|-------------|-------------|
| DATE | BY | CHKD | APP'D |
| 4-1-67 | [Signature] | [Signature] | [Signature] |
| 145509 | DTM-01921 | | |

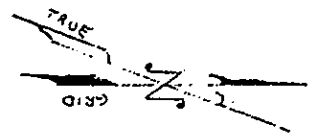
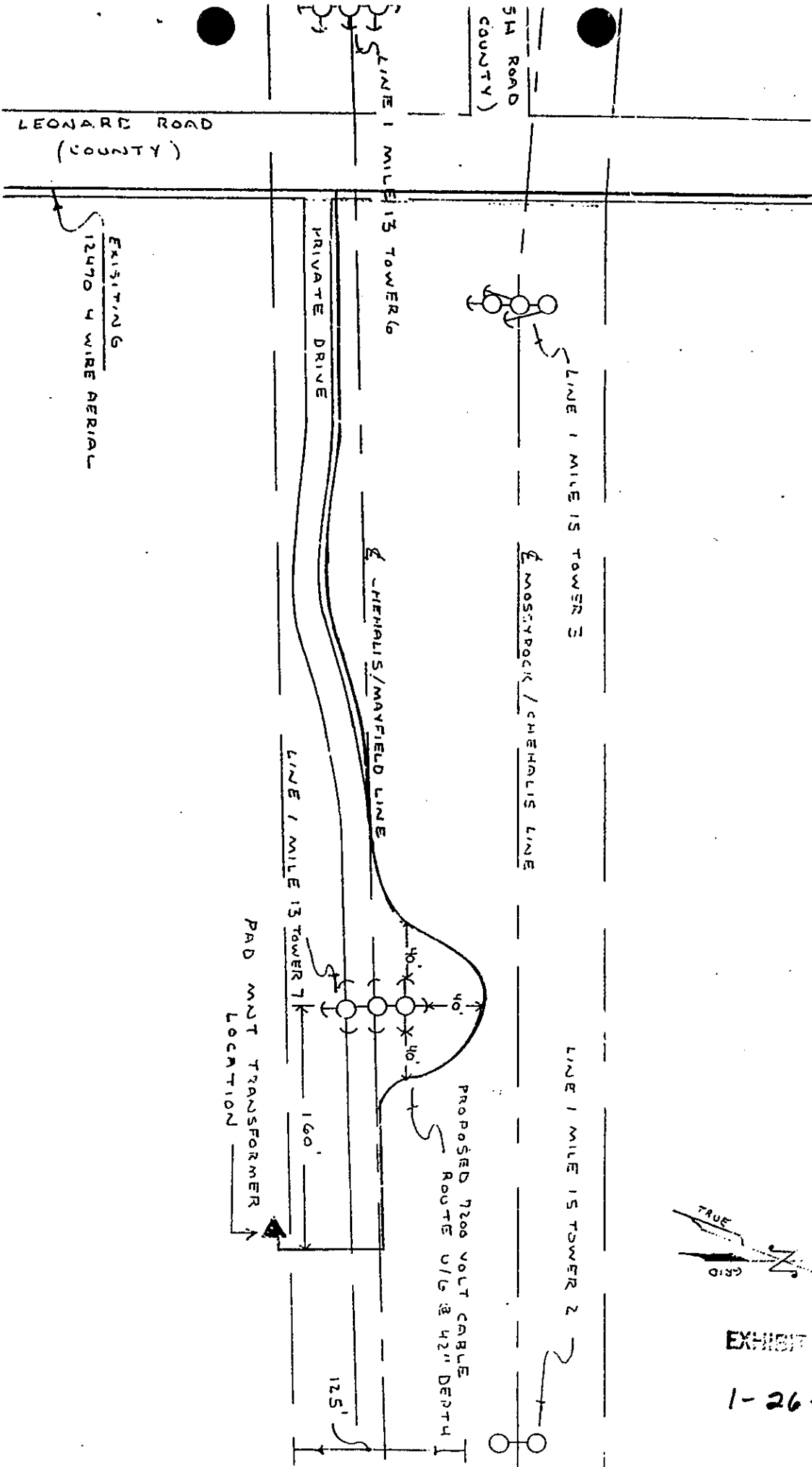


EXHIBIT D

1-26-93



Department of Energy
Bonneville Power Administration
28401 Covington Way SE
Kent, WA 98043

February 7, 1995

Tract No. 2KC-65
Land Use No. 950173

Line: Longview-Chehalis No. 1

CERTIFIED - RETURN RECEIPT REQUESTED

Neil Pomeri
Lewis Co. PUD No. 1
P.O. Box 330
Chehalis, WA 98532

Dear Mr. Pomeri:

Subject: Use of Bonneville Power Administration (BPA) Easement Area for construction, use, and maintenance of an underground buried cable within a portion of the SW 1/4, NE 1/4, Sec. 31, T 12 N, R 2 W Lewis Co. between tower/structure 27/3 and 27/4 designated as Longview-Chehalis No. 1.

The above-described use of this easement area has been determined not to be a hazard to, nor an interference with, BPA's present use of this easement for electric transmission line purposes. Therefore, BPA has no present objection to such use and has approved your request.

BPA is not the owner of this property. If you are not the owner of this property you must obtain the owners' permission to use this property.

If you have any questions or concerns, please call me at (206) 631-9154. You may also direct any communication to this office at:

Bonneville Power Administration
Western Washington TLM Field Office - TFDF/Covington
28401 Covington Way SE
Kent, WA 98042

Sincerely,

Donald F. Atkinson
Natural Resource Specialist

Enclosure
Application For Proposed Use Of BPA Right-Of-Way and Exhibits
DFAtkins:dfa:631-9154:01 (ok95014)

cc:

~~Foreman III - TFR~~
Foreman III - TFOK
Official File - TFDF/Covington-



* This side completed by BPA upon review of proposed use *

| | |
|-------------------------------|--------------|
| TRACT NO. <i>2KC-65</i> | |
| LAND USE NO. <i>950173</i> | AREA LOG NO. |
| DATE <i>1-12-95</i> | |

| |
|---|
| PROPOSED USE <i>Underground Electrical Cable</i> |
|---|

We have determined that this proposed use of BPA's easement area does not now interfere with our ability to construct, operate, inspect, maintain, or repair our present or future facilities. If, in the future, BPA determines that this use is an interference, you will be required to remove it at no expense to BPA.

BPA is only responsible for damages as outlined in Federal Tort Claims Act, 62, Stat. 382, as amended. This act covers damages caused by BPA's negligence only. Any other losses caused by or resulting from your use of the area, including losses to BPA facilities, are totally your responsibility. BPA may repair damage to its facilities caused by your use, and the cost of these repairs will be charged against and paid by you.

BPA is not the owner of this property. If you are not the owner of this property you must obtain the Owners permission to use this property.

Special Conditions: *See Attached; Attachment No. 1*

This use, as outlined above, has been determined to be consistent with BPA's easement rights as long as the stated special conditions are met. This determination, and its accompanying conditions are not assignable or transferable. They are effective upon commencement of use, or 30 days from receipt of this form.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

| |
|---|
| SIGNATURE <i>Donald R. Alford</i> |
| TITLE <i>Natural Resource Specialist</i> |



Department of Energy
Bonneville Power Administration
28401 Covington Way SE
Kent, WA 98043

February 7, 1995

Tract No. 2KC-65
Land Use No. 950173

Line: Longview-Chehalis No. 1

ATTACHMENT NO. 1

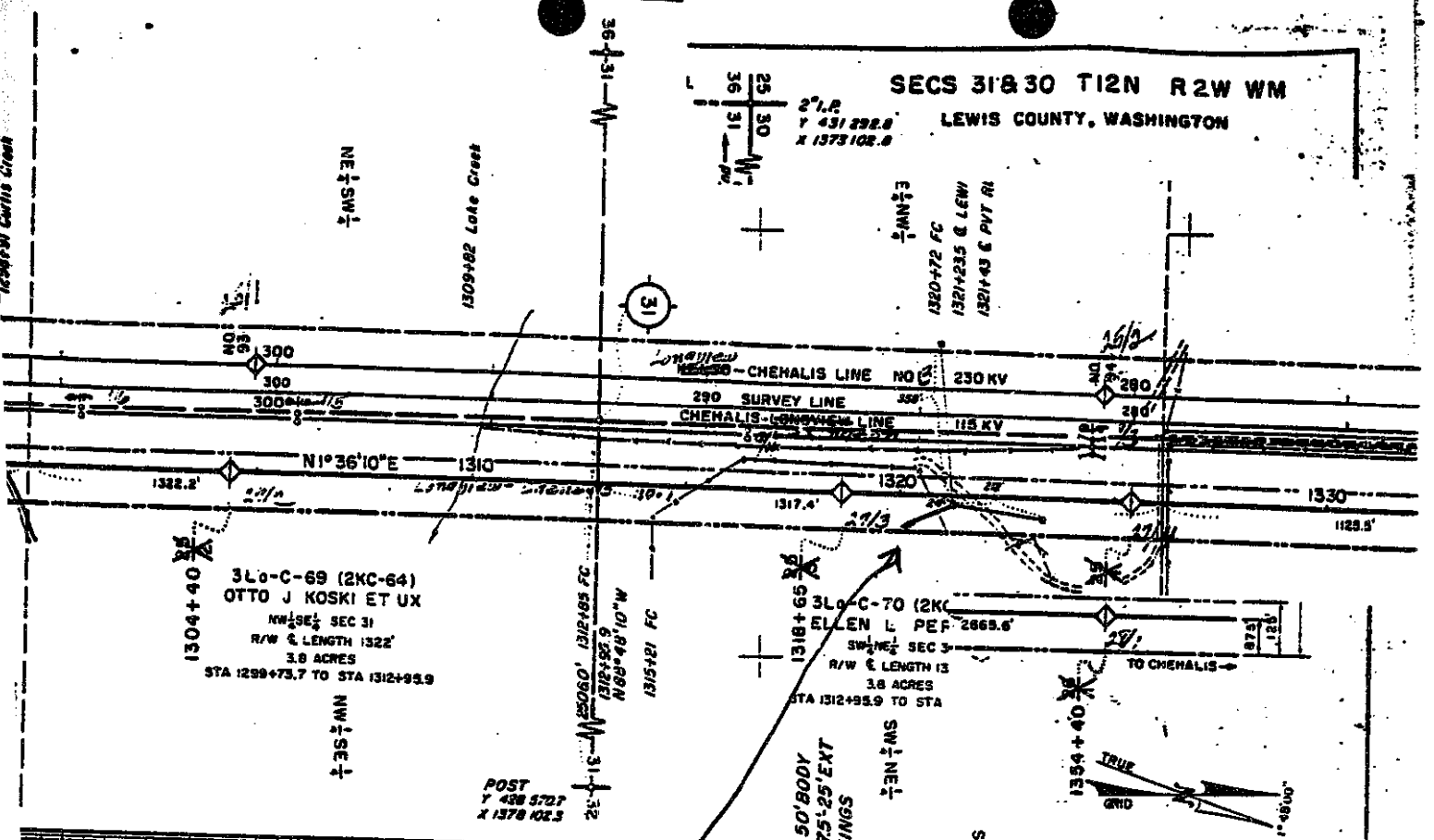
Special Conditions:

- a. The approximate location of your cable shall be as shown on the attached Exhibit A.
- b. The construction (installation), use, and maintenance of your cable shall be at no cost to BPA.
- c. You shall mark with permanent type markers the points where the cable enters into and leaves BPA's right-of-way (and at any angle points within the right-of-way).
- d. The cables should be buried with a minimum cover of 30 inches for protection from our heavy maintenance vehicles.
- e. You shall not at any time allow any construction or maintenance equipment to come closer than twenty (20) feet to the conductors (wires).
- f. Access to the transmission line structures and to and along the right-of-way by BPA's maintenance crews shall not be interfered with or obstructed.
- g. BPA shall not be liable for any damage to your cable located within the right-of-way which might occur during maintenance, reconstruction, or future construction of its facilities.
- h. You shall restore BPA's right-of-way to its original condition or better following installation. No grade changes to facilitate disposal of overburden shall be allowed. Any damage to BPA property resulting from your proposed use shall be repaired at your expense.
- i. During installation and maintenance activities there shall be no storage of flammable materials nor refueling of vehicles or equipment on the right-of-way.

SECS 31 & 30 T12N R2W WM
LEWIS COUNTY, WASHINGTON

27.2
Y 431 292.8
X 1373 102.8

1320+72 FC
1321+235 & LEW
1321+43 & PVT RI



310-C-69 (2K-64)
OTTO J KOSKI ET UX
NW 1/4 SEC 31
R/W & LENGTH 1322'
3.8 ACRES
STA 1299+73.7 TO STA 1312+95.9

310-C-70 (2K-64)
ELEN E PEF 2865.6
SW 1/4 SEC 30
R/W & LENGTH 13
3.8 ACRES
STA 1312+95.9 TO STA



WASHINGTON GRID - SOUTH ZONE
FACTOR 0.9995098
HORIZONTAL SCALE
VERTICAL SCALE

*Proposed
115 KV Double
Cable at 42" depth*

Lewis Co Pub #1

Bonneville Power Administration
EXHIBIT A
Case No. 950713
Doc No. 9RC-65

UNITED STATES DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
HEADQUARTERS, PORTLAND, OREGON

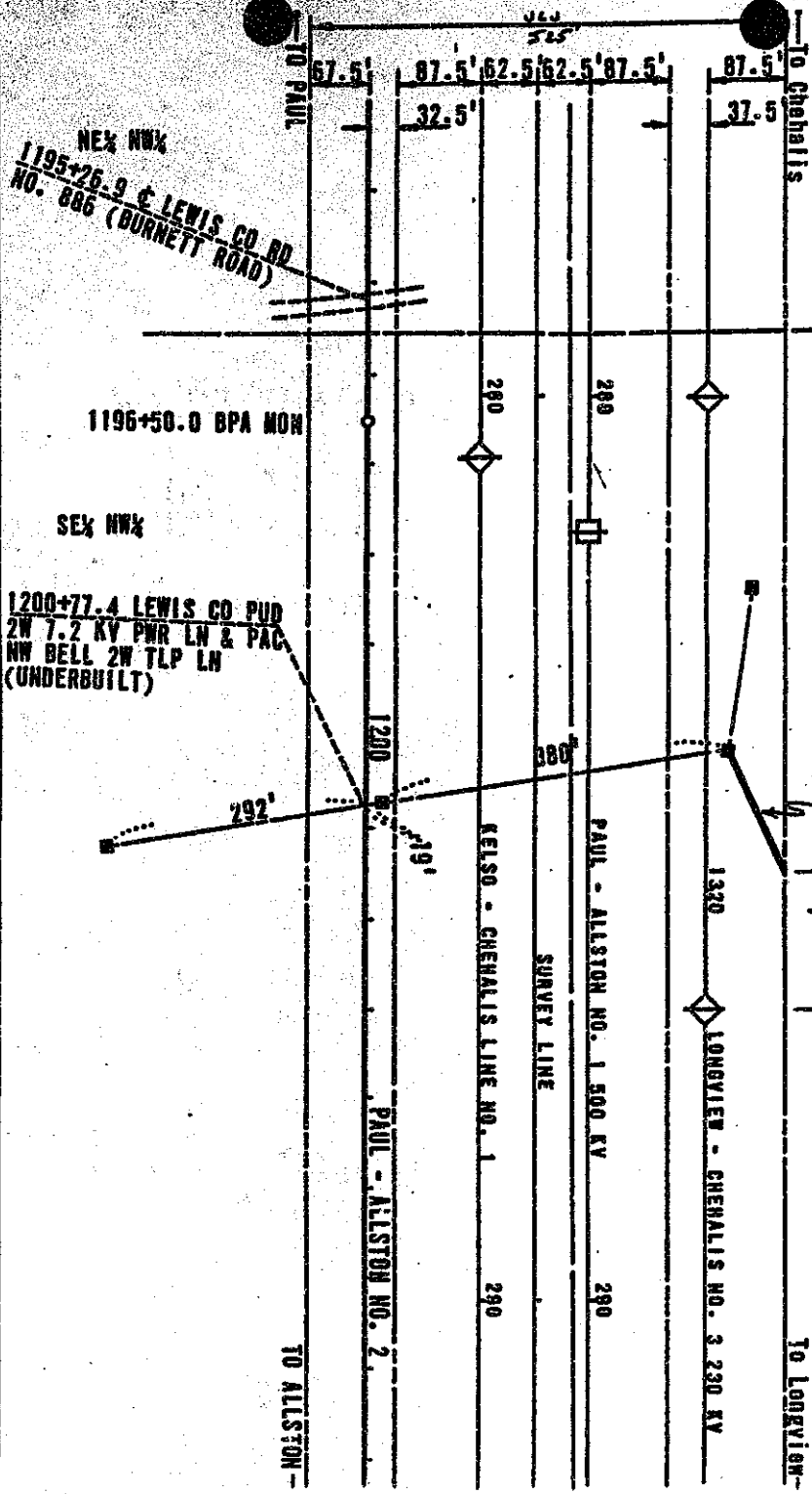
LONGVIEW - CHEHALIS NO 3
230 KV TRANSMISSION LINE
MILE 25 FROM LONGVIEW

| | | |
|--------------|-------------|-------------|
| DATE OF WORK | DESIGNED BY | APPROVED BY |
| JFA | WJH | T.W. Ford |
| DATE | DATE | DATE |
| 10-5-81 | 10-5-81 | 10-5-81 |
| 120225 | 123-270 | |

OPERATED AS LONGVIEW - CHEHALIS NO 1



(STATE COORDINATE SYSTEM)
SCALE 1" = 200'



| BPA STATION | FOREIGN STATION | MINIMUM CLEARANCE | BPA OVER UNDER | BPA STATION | FOREIGN STATION | MINIMUM CLEARANCE | BPA OVER UNDER |
|-------------|-----------------|-------------------|----------------|-------------|-----------------|-------------------|----------------|
| | | | | | | | |



U.S. DEPARTMENT OF ENERGY - BONNEVILLE POWER ADMINISTRATION

SERVICE LINE AGREEMENT

The UNITED STATES OF AMERICA, Department of Energy, acting through the Bonneville Power Administration (hereinafter called the "Licensor"), does hereby license, subject to existing rights, if any, of other parties, PUD #1 LEWIS COUNTY and assigns (hereinafter called the "Licensee"), to construct, operate, and maintain a 7.2-kV electrical underground electric service line across the Chehalis-Olympia and the Chehalis-Centralia No. 2 electric power transmission lines right-of-way of the Licensor at the location(s) described as follows:

Under licensor's electric power transmission line in a portion of the E $\frac{1}{2}$ NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 7, Township 13 North, Range 2 West, Willamette Meridian, County of Lewis, State of Washington, between structures identified as C-O-3-7 and C-O-3-8 of the Chehalis-Olympia Line and C C2-3-6 and C C2-3-7 of the Chehalis-Centralia No. 2 Line

in accordance with the drawing submitted with the request of the Licensee dated May 24, 1995, and attached hereto as Exhibit A, so long as the Licensee's line shall not, in the opinion of the Licensor, interfere with the present or future use of said electric power transmission line right-of-way for the transmission of electric power or related purposes.

The Licensee agrees that it will, at its expense, de-energize and ground or remove its line in accordance with applicable State and local laws and regulations, and the provisions of the National Electrical Safety Code, when so requested by the Licensor for performing maintenance or construction work on the Licensor's transmission line; the Licensee further agrees to reimburse the Licensor for any excess cost (including overtime payments to personnel) incurred by the Licensor by reason of the failure of the Licensee to accomplish said de-energization, grounding, or removal of its line in the manner herein provided.

The Licensee, by acceptance of this license, agrees to (1) assume all risk of loss or damage to its facilities and to indemnify and save the Licensor harmless from any and all claims arising in any manner from the presence of Licensee's facilities upon the Licensor's right-of-way, or from the construction, operation, maintenance, or removal thereof, excepting claims for damage to property or injury to persons directly resulting from the negligence of the Licensor's employees or contractors, and (2) agrees that any and all damage or injury to Licensor's property caused by or resulting from the construction, operation, use, maintenance, removal, and/or repair of the facilities of the Licensee may be repaired by the Licensor, and, in such case, the actual costs of such repair shall be charged against and paid by the Licensee; provided, however, that the Licensor, in lieu of its right to repair such property, may elect to require the Licensee itself, at no cost to the Licensor, to repair such damage or injury under the supervision and to the satisfaction of the Licensor. Licensee shall notify the Licensor at least 3 working days in advance of the date when the construction work will commence at the crossing site.

The following conditions must also be complied with:



1. Operators of construction equipment must maintain a minimum distance of 15 feet between equipment and transmission line conductors (wires).
2. You shall maintain a distance of at least 25 feet between your facilities and the point where the transmission line wood pole enters the earth. If this clearance cannot be met, you must install guard devices, such as barriers, guardrails, or posts, for the protection of BPA's structures. Specifications and installation plans for these protective structures must be submitted to and approved by BPA prior to construction.
3. There shall be no storage of flammable materials or refueling of vehicles/equipment within the right-of-way.
4. Your cable should be designed to withstand HS-20 loading from BPA's heavy vehicles (up to 54,000 pounds gross vehicle weight).
5. You shall mark the location of your underground cable with permanent signs where it enters and leaves BPA's right-of-way, and at any angle points within the right-of-way.
6. The cable shall be buried with a minimum cover of 42 inches, and be constructed and maintained in compliance with applicable national, State, or local standards.
7. You shall restore BPA's right-of-way to its original condition or better following construction. No grade changes to facilitate disposal of overburden shall be allowed.

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to such agreement if made with a corporation for its general benefit.

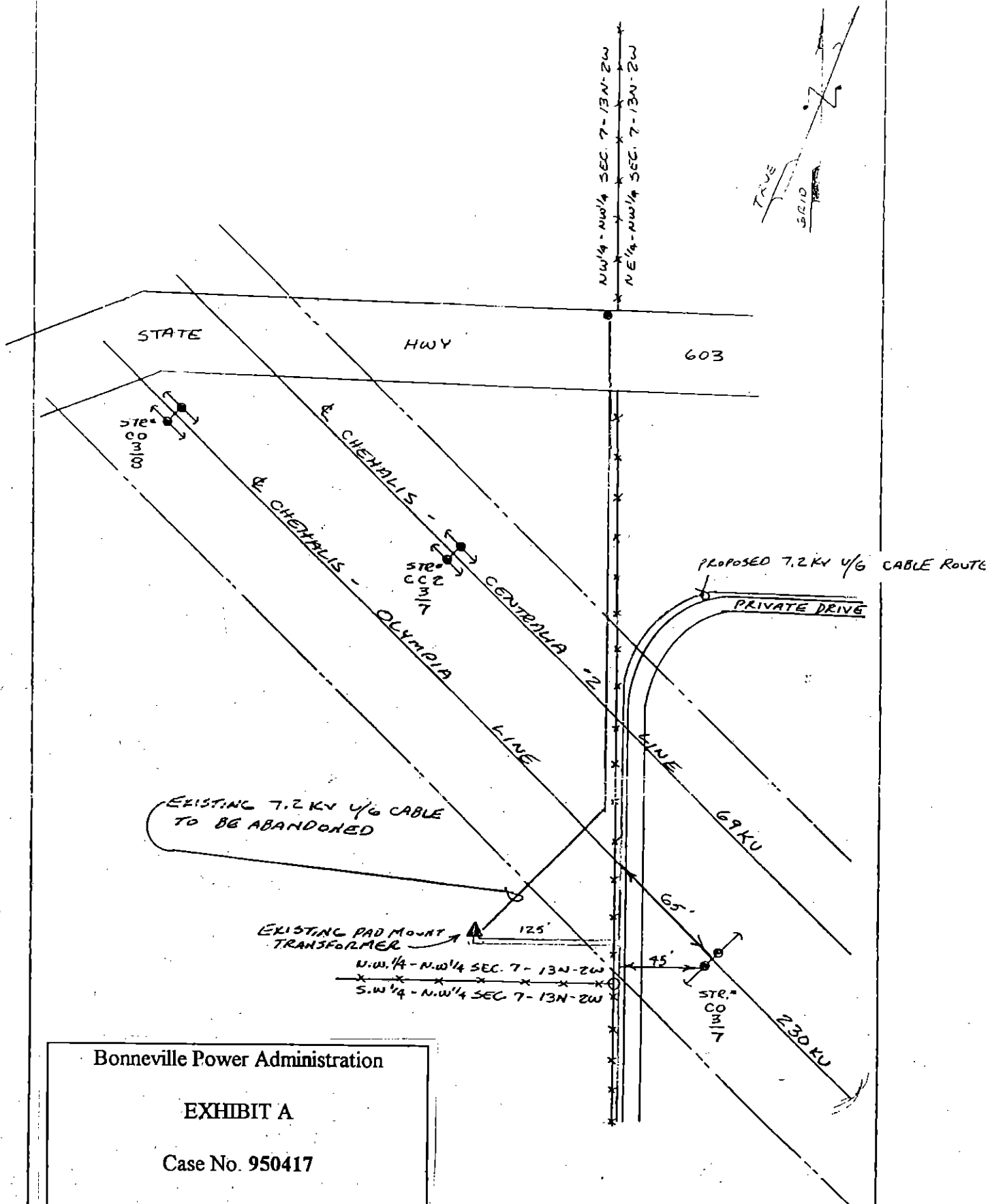
Issued at Portland, Oregon, this 23RD day of June 1995.

UNITED STATES OF AMERICA
 Department of Energy
 Bonneville Power Administration

By Karen Pick
 for Renee M. Ferrera
 Manager, Real Property Management

The above agreement is hereby accepted and its terms agreed to
 this 24th day of July 1995.

PVD No. 1 of Lewis County
 By Samy N. Kalish
 Title its Manager



Bonneville Power Administration

EXHIBIT A

Case No. 950417

SEC7,T13N,R2W,WM, Lewis Co., WA

U.S. DEPARTMENT OF ENERGY - BONNEVILLE POWER ADMINISTRATION

SERVICE LINE AGREEMENT

The UNITED STATES OF AMERICA, Department of Energy, acting through the Bonneville Power Administration (hereinafter called the "Licensor"), does hereby license, subject to existing rights, if any, of other parties PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY, and assigns, (hereinafter called the "Licensee"), to construct, operate, and maintain a 7.2kV underground electric service line across the electric power transmission line right-of-way of the Licensor at the location described as follows:

Under Licensor's electric power transmission line in a portion of Lot 7, Block 1, Mill Creek Home Tracts Second Addition, of Section 31, Township 13 North, Range 2 East, Willamette Meridian, County of Lewis, State of Washington, between structures identified as MR C1 10/3 and MR C1 10/4,

in accordance with a segment of BPA Drawing No. 145504, attached hereto as Exhibit A, and the submitted request of the Licensee dated October 16, 1995, so long as the Licensee's line shall not, in the opinion of the Licensor, interfere with the present or future use of said electric power transmission line right-of-way for the transmission of electric power or related purposes.

BPA is not the owner of this property, and if you are not the owner, you must obtain the owner's permission to use this property. There may also be other uses of the property which might be located within the same area as your project. This agreement is subject to those other rights.

This agreement is entered into with the express understanding that it is not assignable or transferable to other parties without the prior written consent of BPA.

The Licensee agrees that it will, at its expense, de-energize and ground or remove its line in accordance with applicable State and local laws and regulations, and the provisions of the National Electrical Safety Code, when so requested by the Licensor for performing maintenance or construction work on the Licensor's transmission line; the Licensee further agrees to reimburse the Licensor for any excess cost (including overtime payments to personnel) incurred by the Licensor by reason of the failure of the Licensee to accomplish said de-energization, grounding, or removal of its line in the manner herein provided.

The Licensee, by acceptance of this license, agrees to (1) assume all risk of loss or damage to its facilities and to indemnify and save the Licensor harmless from any and all claims arising in any manner from the presence of Licensee's facilities upon the Licensor's right-of-way, or from the construction, operation, maintenance, or removal thereof, excepting claims for damage to property or injury to persons directly resulting from the negligence of the Licensor's employees or contractors, and (2) agrees that any and all damage or injury to Licensor's property caused by or resulting from the construction, operation, use, maintenance, removal, and/or repair of the facilities of the Licensee may be repaired by the Licensor, and, in such case, the actual costs of such repair shall be charged against and paid by the Licensee; provided,

however, that the Licensor, in lieu of its right to repair such property, may elect to require the Licensee itself, at no cost to the Licensor, to repair such damage or injury under the supervision and to the satisfaction of the Licensor. Licensee shall notify the Licensor at least 3 working days in advance of the date when the construction work will commence at the crossing site.

The following conditions must also be complied with:

1. Operators of construction equipment must maintain a minimum distance of 15 feet between equipment and transmission line conductors (wires).
2. There shall be no storage of flammable materials or refueling of vehicles/equipment within the right-of-way.
3. You shall maintain a distance of at least 25 feet between your facilities and the point where the transmission line wood pole enters the earth.
4. Your underground cable should be designed to withstand HS-20 loading from BPA's heavy vehicles.
5. You shall mark the location of your underground cable with permanent signs where it enters and leaves BPA's right-of-way, and at any angle points within the right-of-way. The location of where the cable enters and leaves the BPA access road within the right-of-way must also be marked.
6. The cable shall be buried with a minimum cover of 42 inches, and be constructed and maintained in compliance with applicable national, State, or local standards.
7. You shall restore BPA's right-of-way and access roads to their original condition, or better, following construction. No grade changes to facilitate disposal of overburden shall be allowed.

Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to such agreement if made with a corporation for its general benefit.

Issued at Portland, Oregon, this 21st day of November 1995.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

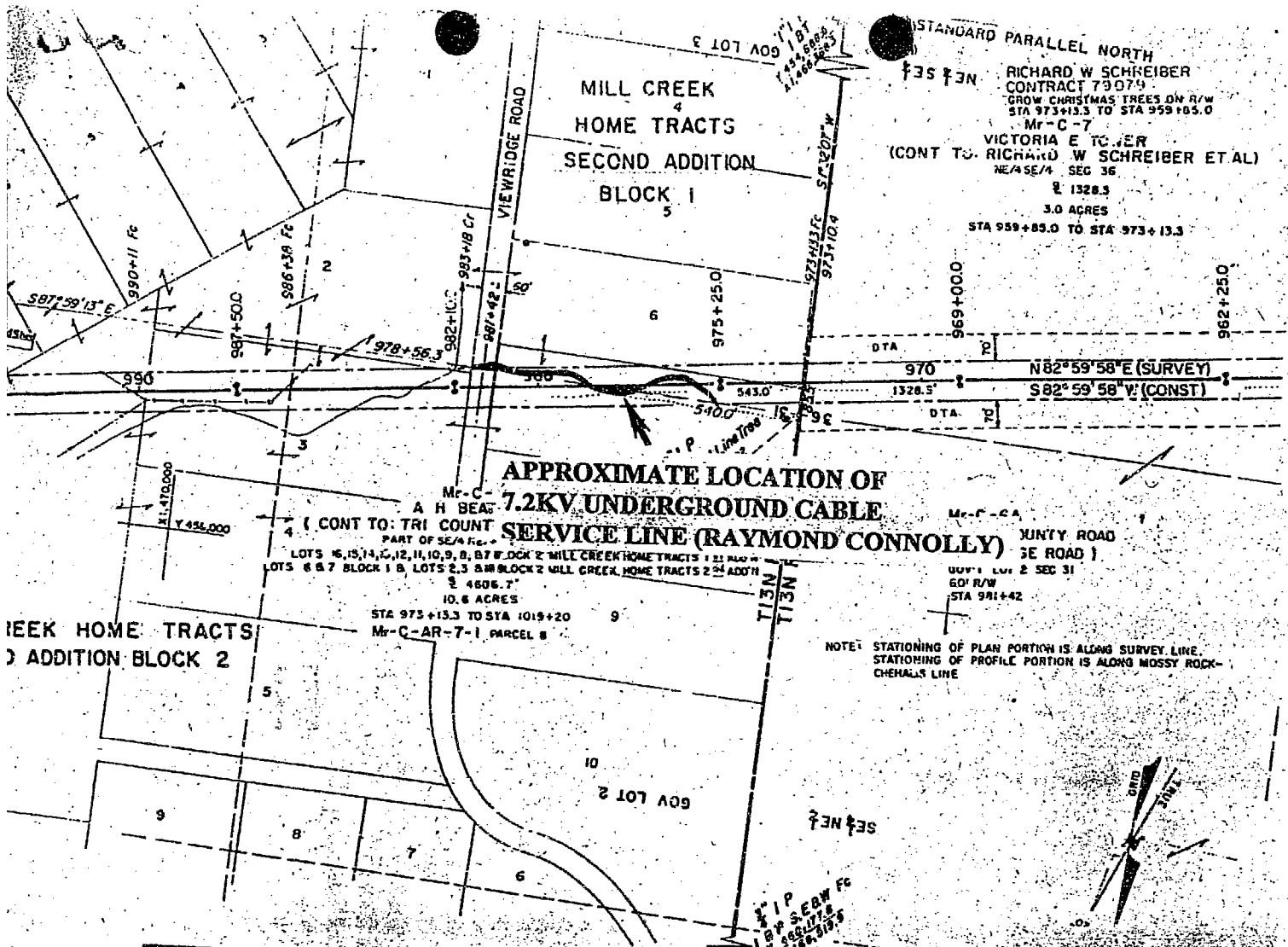
By Renee M. Ferrera
Renee M. Ferrera
Manager, Real Property Management

The above agreement is hereby accepted and its terms agreed to this 5th day of February 1996.

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

By D.A. Kalish

Title its Manager



STANDARD PARALLEL NORTH

RICHARD W SCHREIBER
 CONTRACT 79079
 GROW CHRISTMAS TREES ON R/W
 STA 973+13.3 TO STA 959+05.0
 Mr-C-7
 VICTORIA E TOWER
 (CONT TO RICHARD W SCHREIBER ET AL)
 NE/4SE/4 SEC 36
 2 1328.3
 3.0 ACRES
 STA 959+05.0 TO STA 973+13.3

MILL CREEK HOME TRACTS
 SECOND ADDITION BLOCK 2

Bonneville Power Administration

EXHIBIT A

Case No. 960042

Doc. No. 960042

Approx. Scale: one inch =

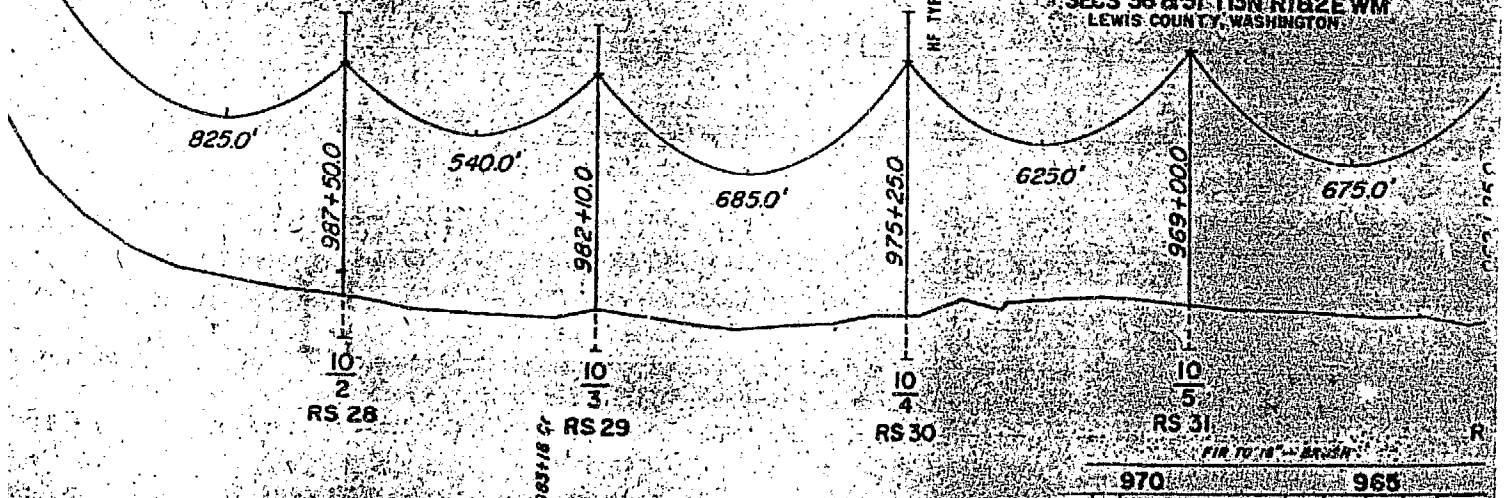
UNITED STATES DEPARTMENT OF THE INTERIOR
 BONNEVILLE POWER ADMINISTRATION
 HEADQUARTERS: PORTLAND, OREGON

MOSSY ROCK - CHEHALIS NO. 1
 230 KV TRANSMISSION LINE
 MILE 10 FROM MOSSY ROCK

| DATE OF WAY | DESIGN | DATE | BY |
|-------------|--------|--------|-----|
| APR 1967 | RECON | 7/70 | ... |
| MAY 1967 | RECON | 8-1-67 | ... |
| SEP 1967 | RECON | ... | ... |
| NOV 1967 | RECON | ... | ... |

45504 DTM-D 921-94

SECS 36 & 31 T13N R18E WM
 LEWIS COUNTY, WASHINGTON



STRUCTURE DESIGNATION
 MR/C

| | |
|-----|-----|
| 970 | 965 |
| | |
| | |
| | |
| | |

U.S. DEPARTMENT OF ENERGY - BONNEVILLE POWER ADMINISTRATION

SERVICE LINE AGREEMENT

The UNITED STATES OF AMERICA, Department of Energy, acting through the Bonneville Power Administration (hereinafter called the "Licensor"), does hereby license, subject to existing rights, if any, of other parties, and assigns, LEWIS COUNTY PUD (hereinafter called the "Licensee"), to construct, operate, and maintain an underground 7.2kV electric service line, which includes a wood pole, across the electric power transmission line right-of-way of the Licensor at the location described as follows:

Under Licensor's electric power transmission line in a portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 7, Township 13 North, Range 2 West, Willamette Meridian, County of Lewis, State of Washington,

in accordance with segment of BPA Drawing No. 30142, dated January 13, 1965, attached hereto as Exhibit A, and the Licensee's drawing, attached hereto as Exhibit B, so long as the Licensee's line shall not, in the opinion of the Licensor, interfere with the present or future use of said electric power transmission line right-of-way for the transmission of electric power or related purposes.

BPA is not the owner of this property, and if you are not the owner, you must obtain the owner's permission to use this property. There may also be other uses of the property which might be located within the same area as your project. This agreement is subject to those other rights.

The Licensee agrees that it will, at its expense, de-energize, ground, or remove its line in accordance with applicable state and local laws and regulations, and the provisions of the National Electrical Safety Code, when so requested by the Licensor for performing maintenance or construction work on the Licensor's transmission line. The Licensee further agrees to reimburse the Licensor for any excess cost (including overtime payments to personnel) incurred by the Licensor by reason of the failure of the Licensee to accomplish said de-energization, grounding, or removal of its line in the manner herein provided.

The Licensee, by acceptance of this license, agrees to (1) assume all risk of loss or damage to its facilities and to indemnify and save the Licensor harmless from any and all claims arising, in any manner, from the presence of Licensee's facilities upon the Licensor's right-of-way, or from the construction, operation, maintenance, or removal thereof, excepting claims for damage to property or injury to persons directly resulting from the negligence of the Licensor's employees or contractors, and (2) agrees that any and all damage or injury to Licensor's property caused by or resulting from the construction, operation, use, maintenance, removal, and/or repair of the facilities of the Licensee may be repaired by the Licensor, and, in such case, the actual costs of such repair shall be charged against and paid by the Licensee, provided, however, that the

Licenser, in lieu of its right to repair such property, may elect to require the Licensee itself, at no cost to the Licenser, to repair such damage or injury under the supervision and to the satisfaction of the Licenser. Licensee shall notify the Licenser at least 3 working days in advance of the date when the construction work will commence at the crossing site.

The following conditions must also be complied with:

1. Maintain a minimum distance of 15 feet between overhead powerlines and equipment.
2. Storage of flammable materials or refueling of vehicles/equipment is prohibited.
3. Maintain a minimum distance of at least 25 feet between your facilities and the point where the BPA wood poles and/or guy anchors enter the earth.
4. Design the cable to withstand HS-20 loading from BPA's heavy equipment and bury the cable with a minimum cover of 30 inches. Construct and maintain the cable to comply with applicable national, state, or local standards.
5. Mark the location of the underground cable with permanent signs, and maintain such markings, where they enter and leave BPA's right-of-way, and at any angle points within the right-of-way.
6. Access to transmission line structures by BPA's maintenance crews shall not be interfered with or obstructed.
7. Restore BPA's right-of-way to its original condition, or better, following construction. No grade changes to facilitate disposal of overburden shall be allowed.
8. Construction/installation, use, and maintenance of the underground cable and the Lewis County PUD pole shall be at no cost to BPA.

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to such agreement if made with a corporation for its general benefit.

Issued at Portland, Oregon, this 14th day of June 1996.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By Karen Pisk
for Renee M. Ferrera
Manager, Real Property Management

The above agreement is hereby accepted and its terms agreed to this 22nd day of July 1996

Lewis County PUD

By [Signature]

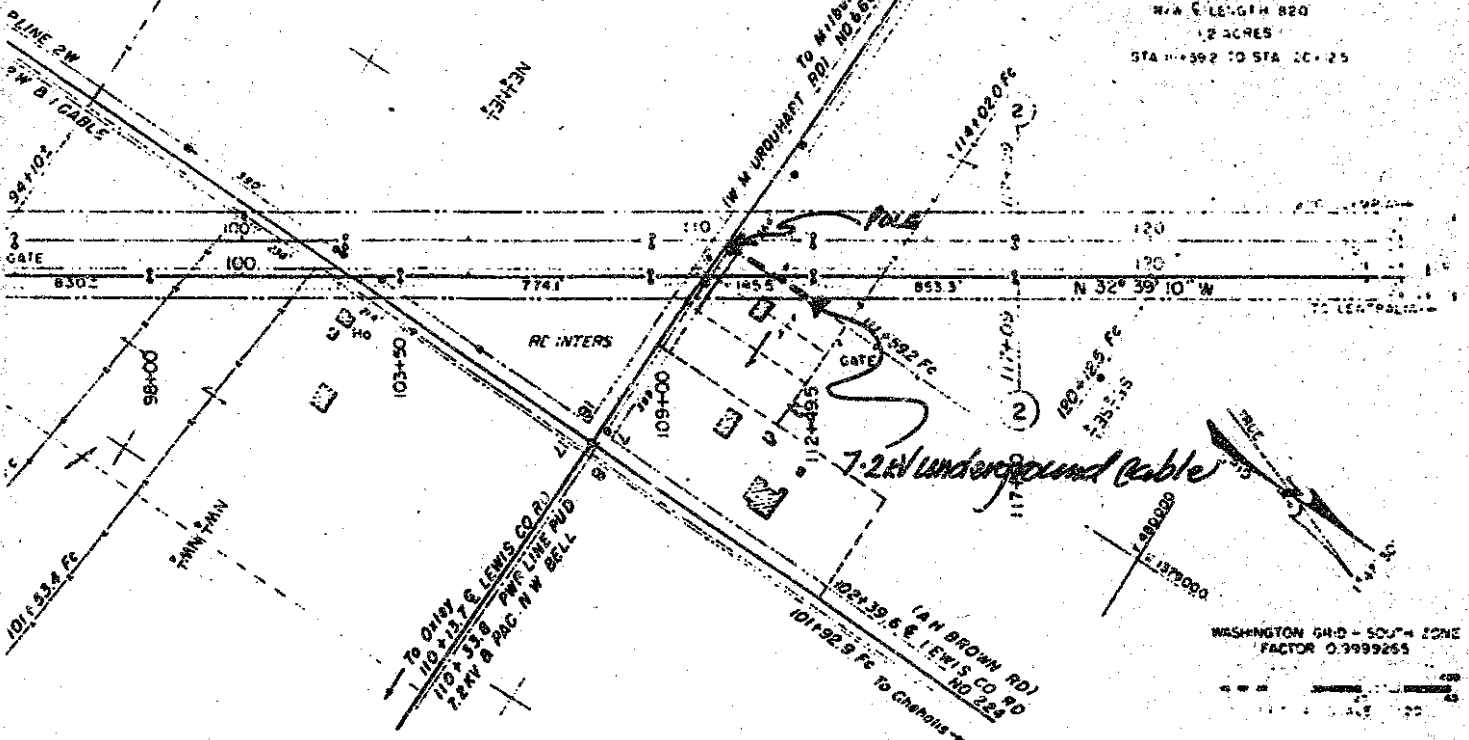
Title its Manager

C-CE-11A
CO ROAD NO 660
URQUHART RD)
60 R/W
STA 110+3.7

2C-CE-12
DONALD WORRELL ET UX
PART OF SE 1/4 SE 1/4 SEC 7
SURVEY LENGTH 145.5'
1.07 ACRES
STA 110+13.7 TO STA 111+59.2

SECS 17,18 & 7 T13N R2W WM
LEWIS COUNTY, WASHINGTON

2C-CE-13
GLENN HULL ET UX
PART OF SE 2 & SE 3 SEC 7
R/W LENGTH 820'
1.2 ACRES
STA 111+39.2 TO STA 2C-25



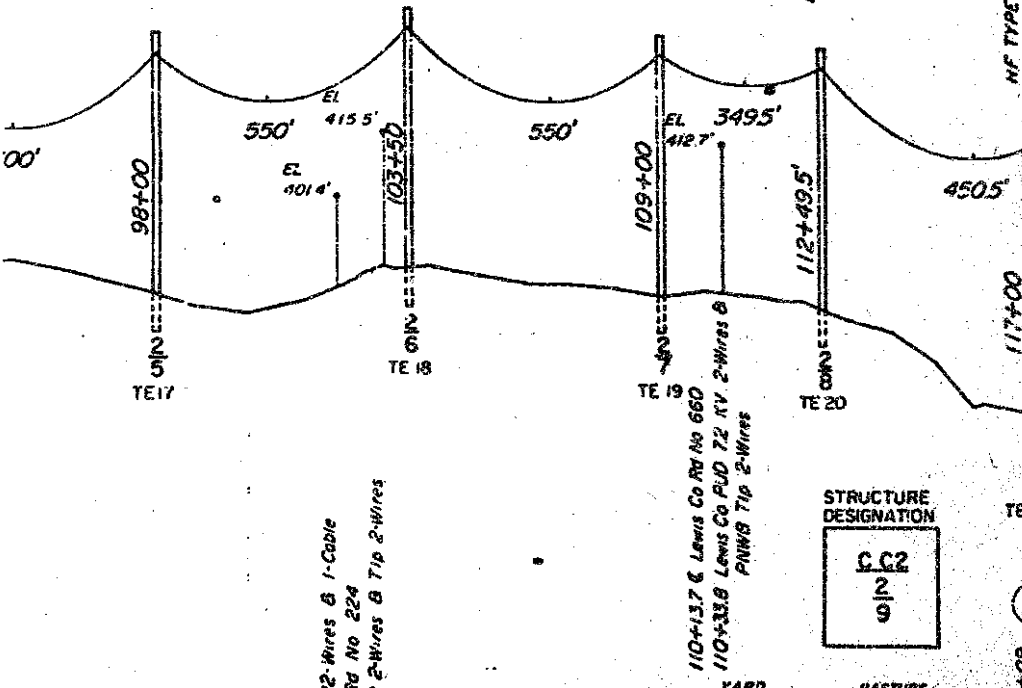
WASHINGTON GRID - SOUTH ZONE
FACTOR 0.9999265

HF TYPE AI 65'-65"
BONDING & DOWN LEADS
COUNTERPOISE OG-1

HF TYPE AI 65'-65"
BONDING & DOWN LEADS
COUNTERPOISE OG-1

HF TYPE AI 65'-65"
BONDING & DOWN LEADS
COUNTERPOISE OG-1

HF TYPE AI 65'-65"



Bonneville Power Administration
EXHIBIT A
Case No. 960413
Doc No. 960913
Approx. Scale: one inch = 400'

STRUCTURE DESIGNATION
CC2
2
9

UNITED STATES DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
MEASUREMENTS (PORTLAND, OREGON)
CHEHALIS-CENTRALIA NO 2
59 KV TRANSMISSION LINE
MILE 2 FROM CHEHALIS

The conductive curve shown is that used for determining tower locations
Debar USC 905 Cont. ACSR PARTRIDGE - HWY 5500 of WE ICE

| | | |
|----------|-----|----------|
| DATE | BY | REVISION |
| 11/15/09 | JMS | 1.0 |
| 11/15/09 | JMS | 1.1 |
| 11/15/09 | JMS | 1.2 |
| 11/15/09 | JMS | 1.3 |
| 11/15/09 | JMS | 1.4 |
| 11/15/09 | JMS | 1.5 |
| 11/15/09 | JMS | 1.6 |
| 11/15/09 | JMS | 1.7 |
| 11/15/09 | JMS | 1.8 |
| 11/15/09 | JMS | 1.9 |
| 11/15/09 | JMS | 2.0 |

PNWB TLP 12-Wires & 1-Cable
Lewis Co Rd No 224
Lewis Co PUD 2-Wires & Tip 2-Wires

45C

35'

35'

110+00

110+00

110+00

110+00

110+00

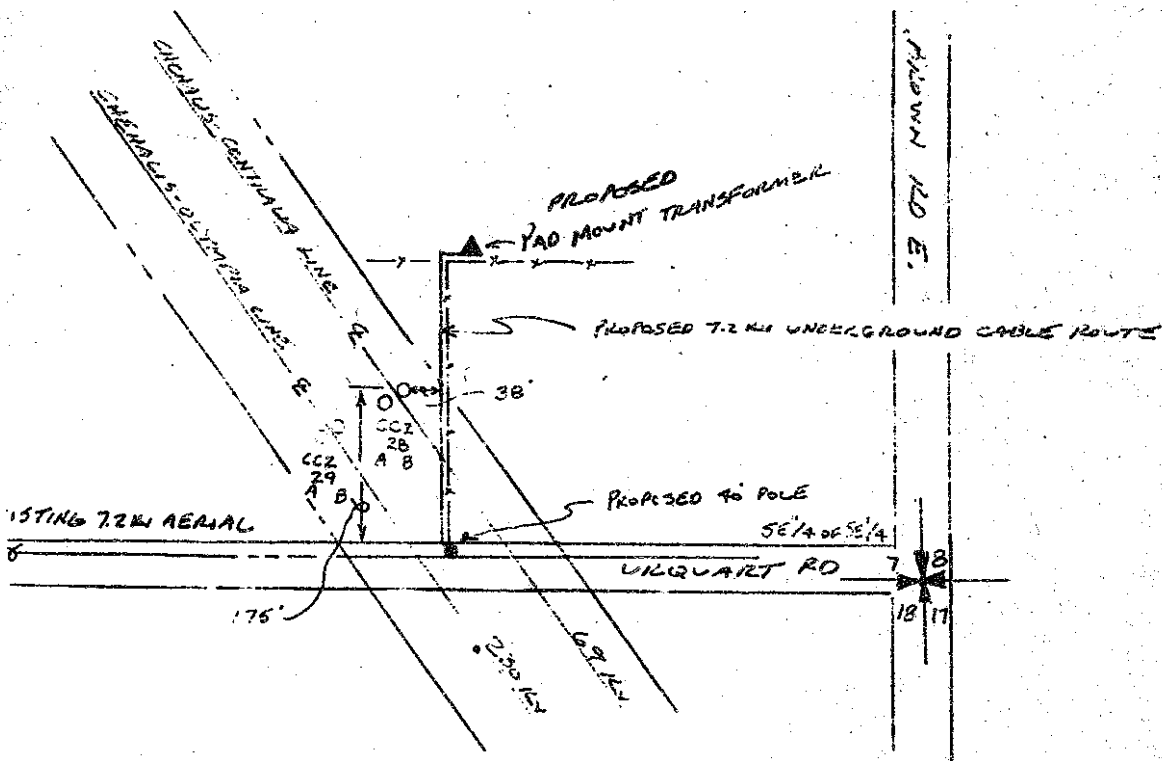
110+00

110+00

110+00

110+00

110+00



Bonneville Power Administration
EXHIBIT **B**
Case No. 960413
Doc No. 960413
Approx. Scale: one inch = 400'



Department of Energy

Official File Copy

Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

TRANSMISSION BUSINESS LINE

NOV 27 2008

In reply refer to: TRF/3 (Case No. 010053)
Tract Nos. 2PA-64 and 2PA-65 (Easement)
CHEH-SS-Parcels 1 & 5 (Fee)
LINE: Paul-Allston No. 2 and Chehalis Substation

CERTIFIED - RETURN RECEIPT REQUESTED

Lewis County Public Utility District
P.O. Box 330
Chehalis, WA 98532-0330

LAND USE AGREEMENT

Bonneville Power Administration (BPA) hereby agrees to your use of BPA's fee-owned property for construction/installation, use, and maintenance of fiber optic cable and access between Highway 603 and the Newaukum Valley Road.

The location of your use is partially within the NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, and SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21, Township 13 North, Range 2 West, Willamette Meridian, Lewis County, State of Washington, as shown approximately on the attached segment of BPA Drawing No. 151813, marked Exhibit A.

There may also be other uses of the property, which might be located within the same area as your project. This agreement is subject to those other rights.

This agreement is entered into with the express understanding that it is not assignable or transferable to other parties.

BPA'S AGREEMENT IS CONTINGENT ON THE FOLLOWING CONDITIONS:

1. Maintain a minimum distance of 20 feet between construction equipment and transmission line conductors (wires).
2. Storage of flammable materials or refueling of vehicles/equipment is prohibited.

OFFICIAL FILE COPY

3. Design any underground fiber to withstand HS-20 loading from BPA's heavy vehicles.
4. Access to transmission line structures by BPA's maintenance crews shall not be interfered with or obstructed.
5. **ENVIRONMENTAL RESPONSIBILITY:** You shall be responsible for and comply with all procedural and substantive environmental requirements imposed by local, state, or federal laws or regulations applicable to the facility. You shall notify BPA in a timely manner any reportable release of hazardous substances or breaches of environmental requirements and shall mitigate and abate adverse environmental impacts of its actions. You shall hold BPA harmless for any and all liability arising from the violation of such environmental requirements by you. Violation of such requirements by you shall make this agreement voidable at the election of BPA.

Other uses and utilities on the right-of-way must be applied for separately.

You shall not make any changes or additions to your use of the right-of-way without BPA's review and written approval.

IN ADDITION, THE FOLLOWING IS BROUGHT TO YOUR ATTENTION AND MUST ALSO BE COMPLIED WITH:

Hazard or Interference: The subject use of BPA's fee-owned property has been determined not to be a hazard to, nor an interference with, BPA's present use of this right-of-way for electric transmission line purposes. Accordingly, there is no present objection to such use. However, if such use should at any time become a hazard to the presently installed electrical facilities of BPA, or any facilities added or constructed in the future, or if such use should interfere with the inspection, maintenance, or repair of the same, or with BPA's access, you will be required to remove such hazard or interference at no expense to BPA.

Liability: You will have to assume risk of loss, damage, or injury which may result from your use of BPA's fee-owned property, except for such loss, damage, or injury for which BPA may be responsible under the provisions of the Federal Tort Claims Act, 62 Stat. 982, as amended. It is understood that any damage to BPA's property caused by or resulting from your use may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by you.

This Land Use Agreement becomes effective upon the commencement of use as set forth in the agreement. If you have any questions or concerns, please notify us. This agreement is a permit, revocable at will by the U.S., and does not convey any easement, estate, or interest in the land.

Tract Nos. 2PA-64 and 2PA-65 (Easement)
 CHEH-SS-Parcels 1 & 5 (Fee)
 Case No. 010053

IF WE DO NOT HEAR FROM YOU WITHIN 30 DAYS FROM THE RECEIPT OF THE AGREEMENT, THE TERMS OF THE AGREEMENT WILL BE ASSUMED TO BE ACCEPTABLE. THE AGREEMENT WILL THEN BECOME A PART OF OUR PERMANENT FILE AND MAPPING SYSTEM.

You may direct any communication to this office, Bonneville Power Administration, Real Estate Field Services (TRF/3 Portland) P.O. Box 3621, Portland, Oregon 97208, or by telephoning me at 1-800-836-6619 or directly at 503-230-3247.

THIS AGREEMENT IS HEREBY AUTHORIZED

/s/ SUE KINISH

Sue Kinish
Realty Specialist, Real Estate Field Services

bcc:
Helicopter Patrol - TC/Hangar
D. Underwood - TFOK/Chehalis
Olympia Realty Staff - TRF/Olympia
Official File - TR-3 (Case No. 010053)

KSKinish:ksk:jd:3247:11-24-00 (W:\TRF\CASEFILE\010#CASE\01005301.DOC)

Z 584 442 162

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail.

LEWIS COUNTY PUBLIC

UTILITY DISTRICT

P O BOX 330

CHEHALIS WA 98532-0330

| | |
|---|-----------|
| Postage | \$ |
| Certified Fee | |
| Special Delivery Fee | |
| Restricted Delivery Fee | |
| Return Receipt Showing to Whom & Date Delivered | |
| Return Receipt Showing to Whom, Date, & Addressee's Address | |
| TOTAL Postage & Fees | \$ |

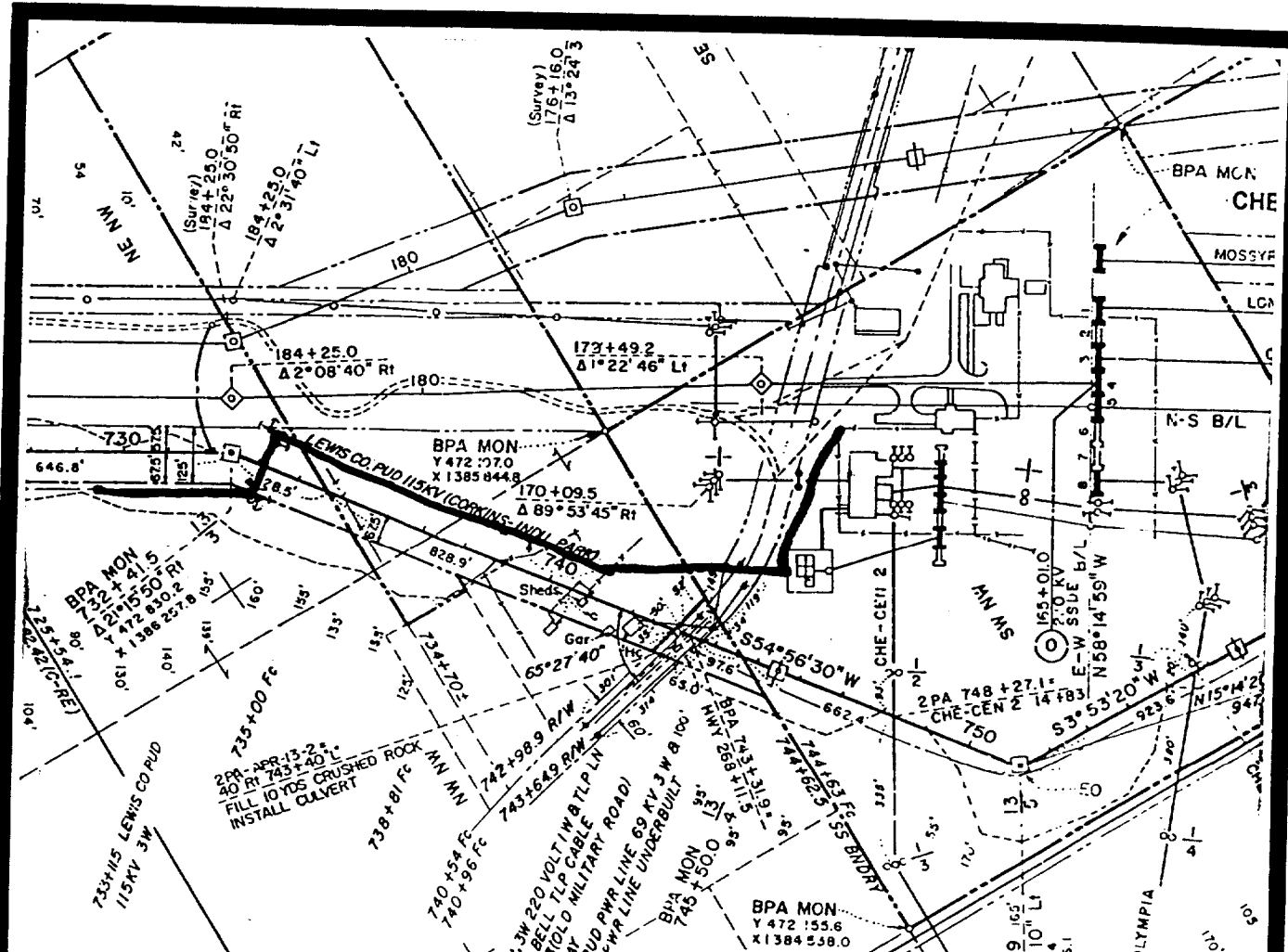
Postmark or Date

Case No. 20010053

PS Form 3800, April 1995

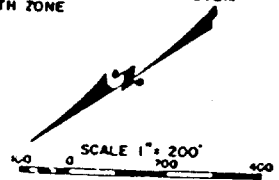
Tract Nos. 2PA-64 and 2PA-65 (Easement)
CHEH-SS-Parcels 1 & 5 (Fee)
Case No. 010053

OFFICIAL FILE COPY



| SURVEY LENGTH | ACRES |
|---------------|-------|
| 1625.5' | 4.7 |
| 589.2' | 1.6 |
| 500' R/W | |
| 0' | 0.1 |
| 875.3' | 2.5 |
| 626.9' | 20.3 |
| 60' R/W | |
| 97.6' | 0.3 |

NOTE
BEARINGS AND COORDINATES REFERRED TO
WASHINGTON COORDINATE SYSTEM
SOUTH ZONE



Bonneville Power Administration
EXHIBIT A
Case No. 010053
NE1/4NW1/4, NW1/4NW1/4,
SW1/4NW14,S21,T13N,R2W,WM
Lewis County, Washington

UNITED STATES DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
HEADQUARTERS, PORTLAND, OREGON

PAUL-ALLSTON NO 2
500 KV TRANSMISSION LINE
SHORT MILE 13 OF 49 MILES FROM PAUL (5230)

DESIGN NO. 151813 DTM-0
DATE 10-15-79
DRAWN BY [Signature]
CHECKED BY [Signature]
DATE 11-20-79
NO 161-03



Department of Energy

Bonneville Power Administration
5240 Trosper Street SW
Olympia, Washington 98512

TRANSMISSION SERVICES

November 29, 2007

In reply refer to: TERR/Olympia

CASE No: 20070531

TRACT No: Mr-C-98; C-M-1 and C-MR-1

LINE: Mossyrock-Chehalis (Opr Same); Chehalis-Mayfield (Opr Same)
Kelso-Chehalis (Opr Longview-Chehalis No. 3)

Lewis County PUD

Attn: Dan Kay, Chief Engineer
321 NW Pacific Avenue
Chehalis, WA 98532

Land Use Agreement

Bonneville Power Administration (BPA) hereby agrees to your use of BPA's easement area for construction/installation, use, and maintenance of a buried electric service line and telephone cable.

The location of your use is partially within the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, Township 13 North, Range 2 West, Willamette Meridian, Lewis County, State of Washington, as shown on the attached segment of BPA Drawing No. 145521, marked as Exhibit A.

You shall not make any changes or additions to your use of the right-of-way without BPA's review and written approval. Any other uses and utilities on the right-of-way must be applied for separately.

Please note that BPA is not the owner of this property. If you are not the owner, you must obtain the owner(s) permission to use this property. There may also be other uses of the property that might be located within the same area as your project. This agreement is subject to those other rights.

This agreement is revocable at will by BPA and does not modify, change, or otherwise alter the rights BPA acquired by Deed. BPA may terminate this agreement upon 30 days written notice.

The subject use of this easement area has been determined not to be a hazard to, or an interference with, BPA's present use of this easement for electric transmission line purposes.

Accordingly, there is no present objection to such use. However, if BPA should determine at any time, that your use has become a hazard to the presently installed electrical facilities of BPA, or any facilities added or constructed in the future, or if such use should interfere with the inspection, maintenance, or repair of the same, or with the access along such easement, you will be required to stop your use or remove such hazard or interference from the right-of-way at no expense to BPA.

BY ACCEPTING THIS LAND USE AGREEMENT YOU ARE AGREEING TO THE FOLLOWING CONDITIONS

1. Maintain a minimum distance of at least 15 feet between your construction equipment and the transmission line conductors (wires).
2. Maintain a minimum distance of at least 25 feet between your underground electric service line and telephone cable and the wood transmission line structures and guy wires.
3. Equipment, machinery, and vehicles traveling on BPA's right-of-way shall come no closer than 25 feet to any BPA structure or guy anchor ground attachment point.
4. No storage of flammable materials or refueling of vehicles or equipment within the easement area.
5. Overburden grade changes to existing ground elevations while excavating on right-of-way is prohibited.
6. Design and build the portion of the underground electric service line and telephone cable constructed within the BPA easement area to withstand HS-20 loading from BPA's heavy vehicles.
7. Bury and maintain the underground electric service line and telephone cable to a depth of 30 inches or comply with applicable NESC, national, state, and/or local standards,
8. Mark the location of the underground electric service line and telephone cable with permanent signs and maintain such signs where they enter and leave BPA's right-of-way, and at any angle points within the right-of-way.
9. Access to BPA transmission line system by BPA and/or its contractors shall not be obstructed at any time.

IN ADDITION, THE FOLLOWING ARE BROUGHT TO YOUR ATTENTION

You agree to assume risk of loss, damage, or injury which may result from your use of the easement area, except for such loss, damage, or injury for which BPA may be responsible under the provisions of the Federal Tort Claims Act, 62 Stat. 982, as amended. It is understood that

any damage to BPA's property caused by or resulting from your use of the easement area may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by you.

Construction/installation, use, and maintenance of the underground electric service line and telephone cable shall be at no cost to BPA.

BPA seeks your help maintaining the integrity of the electrical transmission system. Please report any Vandalism or Theft to the BPA Crime Witness program at 1-800-437-2744. Cash rewards of up to \$25,000 will be paid should information lead to the arrest and conviction of persons committing a crime.

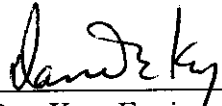
BPA shall not be liable for damage to your property, facilities, or injury to persons that might occur during maintenance, reconstruction, or future construction of BPA facilities as a result of your facilities being within the right-of-way.

If you have any questions or concerns, please notify this BPA Realty Office. You may direct any communication to Bonneville Power Administration, Real Estate Field Services (TERR/Olympia) 5240 Trosper Street SW, Olympia, Washington 98512 or by telephoning Wendy E. Jansen at: 1-(360) 570-4333.

A copy of this agreement shall be physically located at the project during construction activities.

THIS LAND USE AGREEMENT BECOMES EFFECTIVE UPON THE SIGNATURE OF ALL PARTIES.

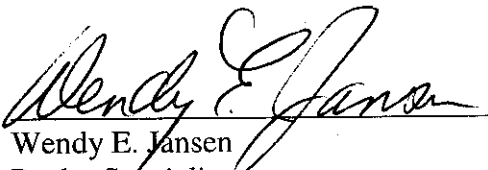
I HAVE READ, UNDERSTAND, AND CONCUR WITH THE TERMS OF THIS AGREEMENT:



Dan Kay, Engineer
Lewis County PUD

12/17/07
Date

THIS AGREEMENT IS HEREBY AUTHORIZED:



Wendy E. Jansen
Realty Specialist

12/12/07
Date

CC:
Qwest Corp.
Attn: Daniel Acedo
711 Capitol Way South Suite 307
Olympia Washington 98501

Ben Thorn
267 Carroll Road
Chehalis, WA 98532

LOCATION IS APPROXIMATE

SECS 21 & 28 T13 N R2 W WM
LEWIS COUNTY, WASHINGTON

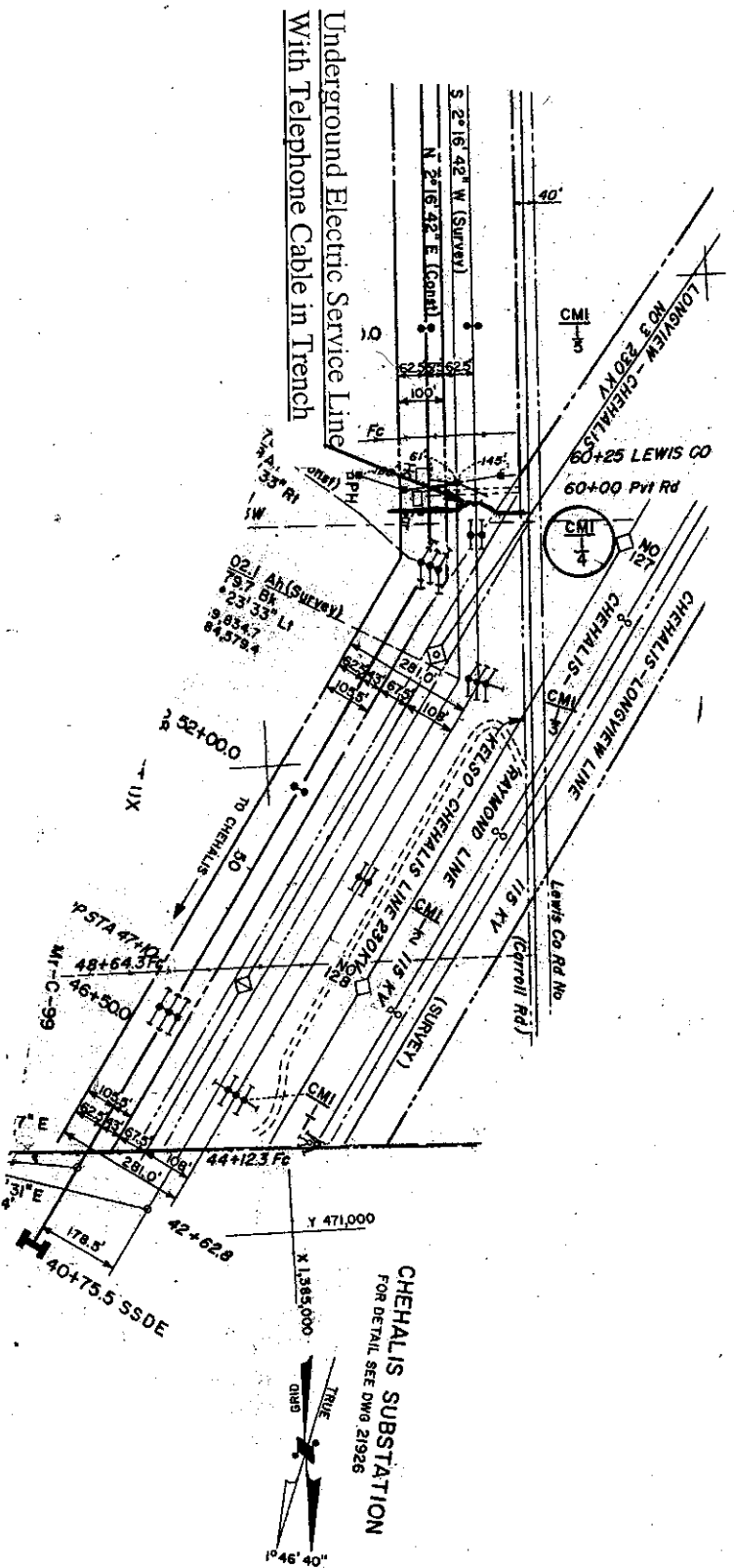


Exhibit A
Underground Electric Service Line and Telephone Cable

Case No. 20070531
Tract No: Mr-C-98; C-M-1 and C-MR-1
Line: Mossyrock-Chehalis (Opr Same); Chehalis-Mayfield (Opr Same)
Kelso-Chehalis (Opr Longview-Chehalis No. 3)

CHEHALIS SUBSTATION
FOR DETAIL SEE DWG 21926

| | |
|--|------------|
| UNITED STATES DEPARTMENT OF THE INTERIOR | |
| BONNEVILLE POWER ADMINISTRATION | |
| HEADQUARTERS, PORTLAND, OREGON | |
| MOSSYROCK - CHEHALIS NO. 1 | |
| 230 KV TRANSMISSION LINE | |
| MILE 27 FROM MOSSYROCK | |
| PROJECT NO. | 2700 |
| DATE | APR 4-1-67 |
| DRWING NO. | 21 |
| NO. OF PL. | 2 |
| DATE | 145521 |
| DTM-D | 21-91 |



Department of Energy

Bonneville Power Administration
5240 Trosper Street SW
Olympia, Washington 98512

TRANSMISSION SERVICES

September 15, 2011

In reply refer to: TERR/Olympia

CASE No. 20100376
TRACT No. MR-C-78; MR-C-79; CM-17
LINE: Mossyrock - Chehalis No.1 (Opr Same)
Chehalis - Mayfield No.1 (Opr Same)

Lewis County PUD
321 NW Pacific Ave
Chehalis, Wa 98532

Land Use Agreement

Bonneville Power Administration (BPA) hereby agrees to your use of BPA's easement area for construction/installation, use, and maintenance of an underground 7.2 kV electric service line.

The location of your use is partially within the NE¹/₄SW¹/₄ and the SE¹/₄NW¹/₄ of Section 35, Township 13 North, Range 2 West, Willamette Meridian, Lewis County, State of Washington, as shown on the attached segment of BPA Drawing No. 145518, marked as Exhibit A as well as a reduced copy of applicant's drawings marked as Exhibit B.

You shall not make any changes or additions to your use of the right-of-way without BPA's review and written approval. Any other uses and utilities on the right-of-way must be applied for separately.

Please note that BPA is not the owner of this property. If you are not the owner, you must obtain the owner(s) permission to use this property. There may also be other uses of the property that might be located within the same area as your project. This agreement is subject to those other rights.

This agreement is revocable at will by BPA and does not modify, change, or otherwise alter the rights BPA acquired by Deed. BPA may terminate this agreement upon 30 days written notice.

The subject use of this easement area has been determined not to be a hazard to, or an interference with, BPA's present use of this easement for electric transmission line purposes.

Accordingly, there is no present objection to such use. However, if BPA should determine at any time, that your use has become a hazard to the presently installed electrical facilities of BPA, or any facilities added or constructed in the future, or if such use should interfere with the inspection, maintenance, or repair of the same, or with the access along such easement, you will be required to stop your use or remove such hazard or interference from the right-of-way at no expense to BPA.

BY ACCEPTING THIS LAND USE AGREEMENT YOU ARE AGREEING TO THE FOLLOWING CONDITIONS

1. Maintain a minimum distance of at least 15 feet between your construction equipment and the transmission line conductors (wires).
2. Maintain a minimum distance of at least 50 feet between your facilities and the transmission line structures.
3. Equipment, machinery, and vehicles traveling on come no closer than 25 feet to any BPA structure or guy anchor ground attachment point.
4. No storage of flammable materials or refueling of vehicles or equipment within the easement area.
5. Design and build the portion of the underground 7.2 kV electric service line constructed within the BPA easement area to withstand HS-20 loading from BPA's heavy vehicles.
6. Bury and maintain the underground 7.2 kV electric service line to a depth of 42 inches or comply with applicable NESC, national, state, and/or local standards, whichever is greater.
7. Mark the location of the underground 7.2 kV electric service line with permanent signs and maintain such signs where they enter and leave BPA's right-of-way, and at any angle points within the right-of-way.
8. Access to BPA transmission line system by BPA and/or its contractors shall not be obstructed at any time.

IN ADDITION, THE FOLLOWING ARE BROUGHT TO YOUR ATTENTION

You agree to assume risk of loss, damage, or injury which may result from your use of the easement area, except for such loss, damage, or injury for which BPA may be responsible under the provisions of the Federal Tort Claims Act, 62 Stat. 982, as amended. It is understood that any damage to BPA's property caused by or resulting from your use of the easement area may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by you.

Construction/installation, use, and maintenance of the underground 7.2 kV electric service line shall be at no cost to BPA.

BPA seeks your help maintaining the integrity of the electrical transmission system. Please report any Vandalism or Theft to the BPA Crime Witness program at 1-800-437-2744. Cash rewards of up to \$25,000 will be paid should information lead to the arrest and conviction of persons committing a crime.

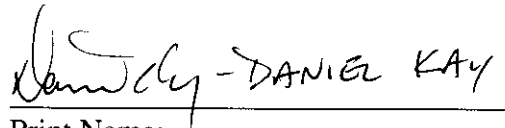
BPA shall not be liable for damage to your property, facilities, or injury to persons that might occur during maintenance, reconstruction, or future construction of BPA facilities as a result of your facilities being within the right-of-way.

If you have any questions or concerns, please notify this BPA Realty Office. You may direct any communication to Bonneville Power Administration, Real Estate Field Services (TERR/Olympia) 5240 Troster Street SW, Olympia, Washington 98512 or by telephoning Wendy E. Jansen at: 1-(360) 570-4333.

A copy of this agreement shall be physically located at the project during construction activities.

THIS LAND USE AGREEMENT BECOMES EFFECTIVE UPON THE SIGNATURE OF ALL PARTIES.

I HAVE READ, UNDERSTAND, AND CONCUR WITH THE TERMS OF THIS AGREEMENT:

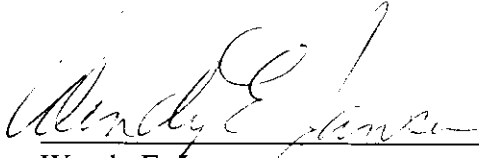
 - DANIEL KAY

Print Name:
For Lewis County PUD

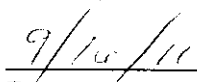
9/21/11

Date

THIS AGREEMENT IS HEREBY AUTHORIZED:



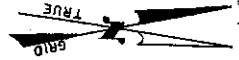
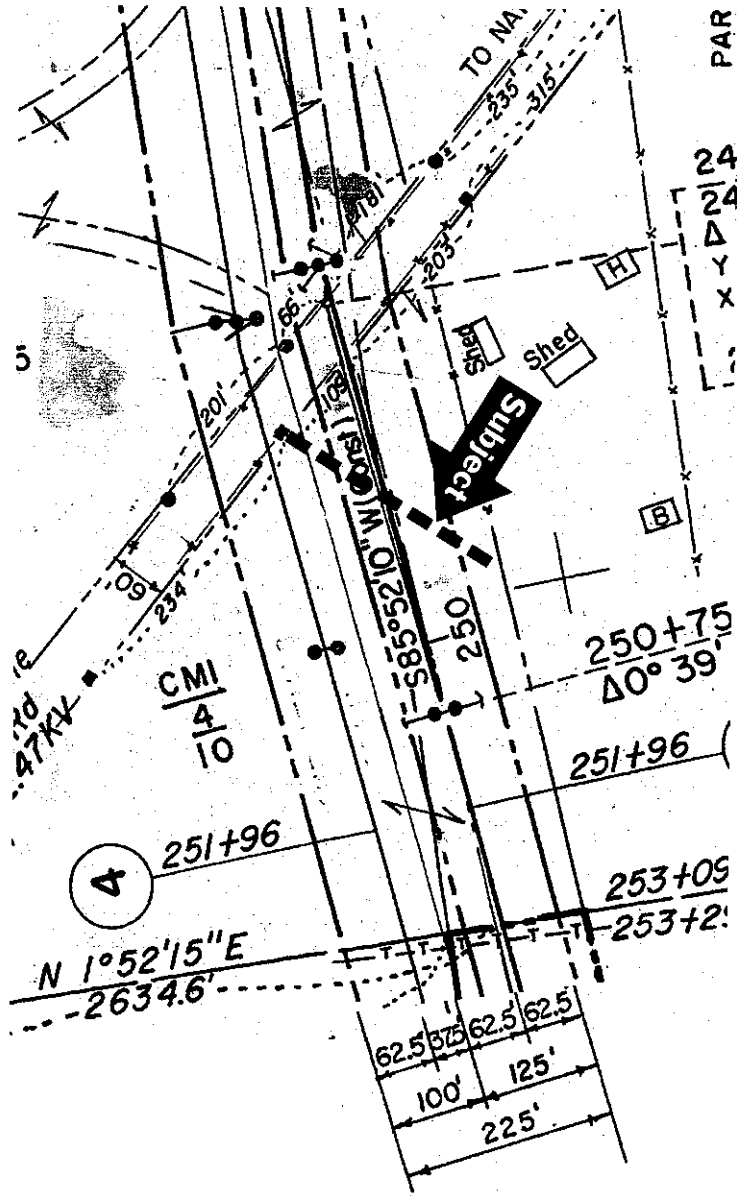
Wendy E. Jansen
Realty Specialist



Date

LOCATIONS ARE APPROXIMATE

SECS 34 8 35 T13N R2 W WM
LEWIS COUNTY, WASHINGTON



| | |
|---|------------|
| UNITED STATES DEPARTMENT OF THE INTERIOR BONNEVILLE POWER ADMINISTRATION HEADQUARTERS, PORTLAND, OREGON | |
| MOSSYROCK - CHEHALIS NO. 1 | |
| 230 KV TRANSMISSION LINE | |
| MILE 24 FROM MOSSYROCK | |
| DESIGN TITLE | DESIGN NO. |
| DRAWN BY | CHECKED BY |
| DATE | NO. |
| SCALE | DATE |
| PROJECT NO. | SHEET NO. |
| 145518 | DTM-D |
| 92-91 | |

EXHIBIT A
 Underground 7.2kV Electric Service Line
 CASE NO. 20100376
 TRACT NO. MR-C-78; MR-C-79; CM-17
 LINE: Mossyrock - Chehalis No. 1 (Opr Same) Chehalis -
 Mayfield No. 1 (Opr Same)

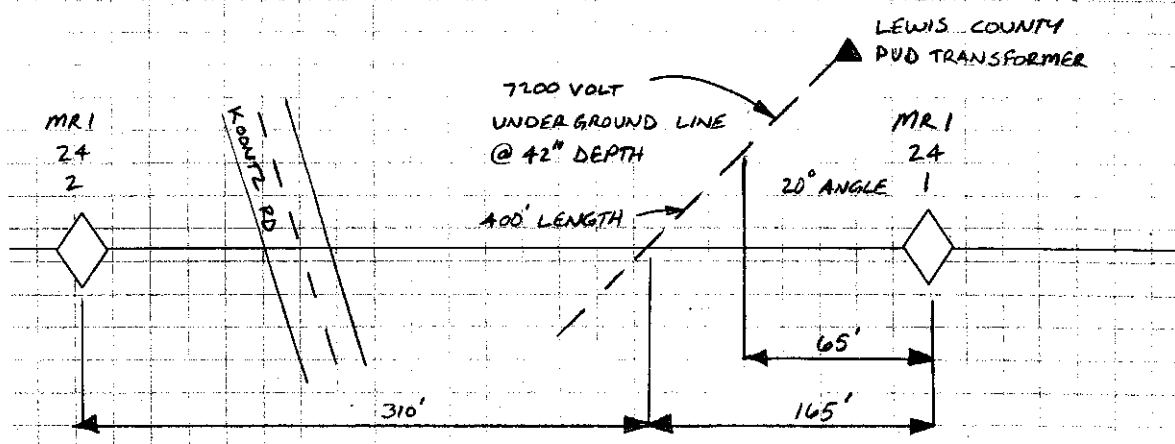
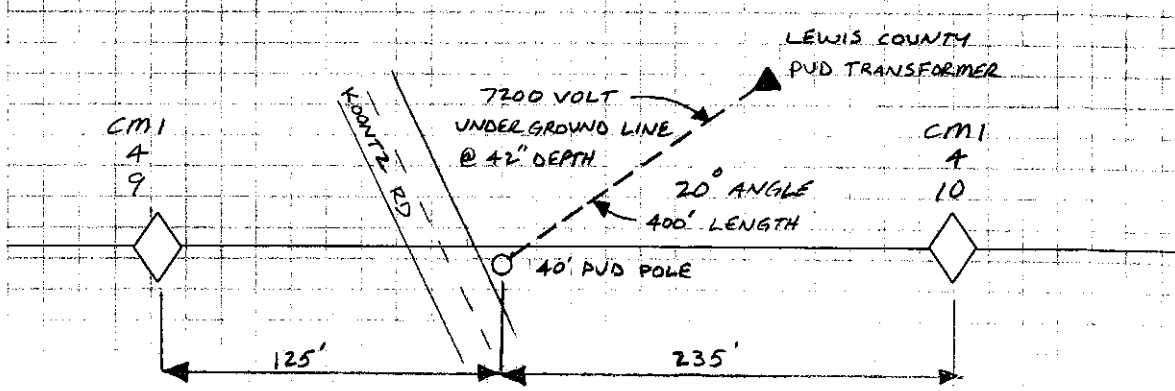


Exhibit B



**Department of Energy
Bonneville Power Administration
5240 Trospers Street SW
Olympia, Washington 98512**

October 31, 2017

BPA Case No.: 20120315
Tract No.(s): C-M-4-A-17; MR-C-23-A-78; MR-C-23-A-79
Line Name(s): Chehalis-Mayfield No 1; Mossyrock-Chehalis No 1
ADNO(s): 8110; 8132
Location: Str. No.: 24/1; 24/2, Stationing: 247+74; 247+45

LAND USE AGREEMENT

Consent to Use of BPA's Easement Area

This Land Use Agreement ("Agreement") is entered into by and between the United States of America, Department of Energy, Bonneville Power Administration ("BPA") and Lewis County PUD ("Holder").

BPA holds easement rights ("BPA Easement") over the following described property ("BPA Easement Area"):

The SENW; NESW of Section 35, Township 13N, Range 2W, Willamette Meridian, Lewis County, State of Washington, as shown on the attached segment of BPA Drawing No. 145518, marked as Exhibit A.

Holder has requested BPA's permission to use portions of the real property subject to the BPA Easement for a above ground electric service line ("Holder's Facility").

Subject to the terms and conditions set forth in this Agreement, BPA consents to Holder's use of the BPA Easement Area for the purpose proposed by Holder, and concurs that such use will not interfere with the current operation and maintenance of BPA's transmission facilities, if constructed in the manner and at the location shown on Exhibit A, attached hereto and made a part hereof.

In consideration of BPA's concurrence, Holder agrees to the following:

1. This Agreement does not grant any right, privilege, or interest in land, and does not modify, change, or otherwise alter the rights BPA acquired by deed. Loss of the privileges granted by this Agreement is not compensable to Holder.
2. Holder is responsible for obtaining from the underlying landowner ("Landowner"), by good and sufficient legal instrument, all rights, interests and privileges for land use necessary and incident to the ownership and maintenance of Holder's Facility.

3. There may be other uses of the property located within the same area as Holder's Facility. This Agreement is subject to such superior rights.
4. This Agreement is valid only if Holder's Facility is constructed, operated, and maintained in conformance with the terms of this Agreement and all attached Exhibits. Relocations, changes or upgrades require BPA's prior written approval. Failure to obtain the written approval of BPA prior to making alterations to Holder's Facility shall result in the termination of this Agreement.
5. Holder acknowledges and agrees that Holder's use of the property is subordinate to BPA's easement rights. BPA reserves the right to trim or remove trees, brush or shrubs or to remove any other encroachment within the BPA Easement Area which might interfere with the operation, maintenance, construction, removal or relocation of BPA's facilities. Holder agrees to alter, relocate or remove Holder's Facility, at no cost to BPA, to correct an interference with BPA's easement rights or to accommodate future modifications of BPA's facilities.
6. Holder agrees to abide by and comply with all applicable Federal, State and local laws and regulations, including, but not limited to building and safety codes, rules issued by utility commissions, the National Electric Safety Code, entities that regulate Holder, and all applicable environmental regulations.
7. Induced voltages and currents may occur on structures or other items constructed or placed under or near high voltage transmission lines. BPA has no duty to inspect Holder's Facility or to warn of hazards. Holder shall have the continuing responsibility for the protection of personnel and equipment in the design, construction, operation and maintenance of Holder's Facility.
8. Holder shall notify BPA at least ten (10) business days prior to commencing installation of Holder's Facility. Contact: Wendy E. Jansen, phone: 360-570-4333 or by email: wejansen@bpa.gov.
9. This Agreement is entered into with the express understanding that it is not assignable or transferable to other parties without the prior written consent of BPA.
10. BPA may terminate this Agreement upon 30 days written notice. Holder shall, within 30 days of receiving such notice of termination, and at Holder's sole expense, vacate and restore the BPA Easement Area to a condition satisfactory to BPA. Upon Holder's failure to vacate and restore the BPA Easement Area within the above stated time period, BPA may remove Holder's Facility and restore the BPA Easement Area at Holder's expense.
11. A copy of this Agreement shall be physically located at Holder's project site during construction activities. Holder's employees, contractors and representatives shall adhere to all conditions and requirements listed herein.
12. Additional terms and conditions specific to Holder's Facility may be included as part of this Agreement as Exhibit B, attached hereto and made a part hereof.

- 13. Holder agrees to assume risk of loss, damage, or injury which may result from Holder's use of the BPA Easement Area, except for such loss, damage, or injury for which BPA may be responsible under the provisions of the Federal Tort Claims Act, 62 Stat. 982, as amended.
- 14. Any damage to BPA's property caused by or resulting from Holder's use of the BPA Easement Area may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by Holder.
- 15. Holder's contact information:

NAME: Gary Duryea, Jr, Lewis County PUD
ADDRESS: 321 NW Pacific Ave, Chehalis WA 98532

PHONE: 369-740-2447
EMAIL: Gary@lcpud.org

Holder agrees to notify BPA in writing of any changes to the above listed contact information.

This Agreement becomes effective upon the signature of all parties.



Holder

5/3/18
Date

Jeffrey A Shupe
Print Name

Engineering Manager
Title (if applicable)

THIS AGREEMENT IS HEREBY AUTHORIZED:


Wendy E. Jansen
Realty Specialist
Bonneville Power Administration

5-15-18
Date

NOTE: BPA seeks help maintaining the integrity of the electrical transmission system. Please report any vandalism or theft to the BPA Crime Witness program at 1-800-437-2744. Cash rewards of up to \$25,000 will be paid should information lead to the arrest and conviction of persons committing a crime.

If you have any questions or concerns, please notify a BPA Realty Office. You may contact Wendy Jansen ("BPA Representative") by telephone at 360-570-4333 or send written correspondence to the address listed at the top of this Agreement.

Exhibit B

ADDITIONAL TERMS AND CONDITIONS

1. Maintain a minimum distance of at least 15 feet between Holder's Facility and the transmission line conductors (overhead wires) at all times. Do not measure this distance with a measuring tape, pole, or other physical means.
2. Maintain a minimum distance of at least 50 feet between Holder's Facility and the transmission line structures, except as approved by BPA and shown on BPA Exhibit(s) A.
3. Equipment, machinery, and vehicles traveling within BPA's Easement Area shall remain at least 25 feet away from any BPA structure or guy anchor ground attachment point.
4. Holder shall not store flammable materials or refuel vehicles or equipment within BPA's Easement Area.
5. Holder shall not obstruct access to BPA's transmission line system. BPA personnel and/or its contractors must have access the transmission line system at all times.
6. Construction of additional transmission lines within the currently unoccupied portion of BPA's Easement Area may occur. Should Holder's use interfere with the construction, use or maintenance of said line, Holder will be required to remove such interference off BPA's Easement Area at no expense to BPA.

CROSSING AGREEMENT

THIS AGREEMENT made this 13th day of May,
1980, by and between PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

a municipal corporation (hereinafter referred to as "the District"), and the
UNITED STATES OF AMERICA, Department of ^{Energy}~~THE INTERIOR~~, acting through the
Bonneville Power Administrator (hereinafter referred to as "the United States"),

W I T N E S S E T H :

1. The District, in consideration of the covenants and agreements hereinafter contained, does hereby grant unto the United States and its assigns, the right to construct, maintain, and operate one or more electric power transmission lines and such other wires, lines, and circuits as may be necessary for the efficient operation and maintenance of said electric power transmission lines over and across the right of way of the District's electric power transmission lines at the location ~~(s)~~ described as follows:

The centerline of the Bonneville Power Administration's Paul-Olympia No. 2 transmission line crosses the following tract:

ADJ-1-X-D - The District's 7.2-kV power line at BPA Survey Station 214+35.0 in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 25, Township 15 North, Range 2 West, Willamette Meridian, Lewis County, Washington, as shown on BPA Form 1041.

The exact location and manner of construction of the United States electric power transmission lines, together with a more particular description and explanation thereof, are set forth in the drawing(s) marked Exhibit(s) A , attached hereto and by this reference made a part hereof; provided, however, that whenever the United States desires to construct at any of the above-described location(s) any additional lines not shown on the attached exhibit(s), it shall first submit drawings showing the type, manner and location of the proposed construction, and no construction shall be commenced unless and until the District has approved the plan submitted.

2. The foregoing agreement is made subject to the following conditions, to-wit:

- a. That all construction, operation, maintenance and alteration of the electric power transmission lines of the United States shall be done in accordance with applicable state laws and in conformance with the latest current revision of the National Electrical Safety Code, Handbook Series of the United States Bureau of Standards; provided, however, that such lines shall be constructed, operated, maintained and altered by the United States in such a way as will not interfere with the use of said right of way by the District.
- b. The District shall have the right at any and all times to determine whether the manner of construction, maintenance or renewal of the electric power transmission lines of the United States, or their appurtenances, conforms to the foregoing requirements, and if the District shall in any case determine that the manner of construction, maintenance or renewal does not so conform, it may notify the United States in writing to make such changes as the District may deem necessary to make such construction, maintenance or renewal conform to the foregoing requirements. If the United States shall, for a period of thirty days after receipt of such notice, fail to make such changes as may be required by the District, the District may, if it so elects, terminate this agreement forthwith.
- c. All costs of construction, maintenance, repair, alteration and removal of the electric power transmission lines of the United States, and appurtenances, shall be paid by the United States.

- d. If the District shall incur any necessary expense by reason of the construction, operation, maintenance or presence of said electric transmission lines, the United States will pay to the District, the actual amount expended by the District upon the presentation of properly executed vouchers therefor. Provided, however, that no such payment will be made unless prior to the incurring of any such expense by the District, the Bonneville Power Administrator shall have approved the necessity and amount thereof in writing; provided further, that if in an emergency it becomes necessary for the District to incur such expenses without having first obtained the approval of the Bonneville Power Administrator, the United States shall not be required to make any payment therefor unless the sum expended shall be approved by him.
- e. Any and all damage or injury necessarily done to the District's right of way or facilities or any property lawfully upon said right of way, in the construction, operation, maintenance, repair or renewal of the United States electric power transmission lines, shall be immediately repaired or reconstructed by the United States under the supervision and to the satisfaction of the District.

3. If the United States shall at any time cease to maintain its electric power transmission line at any of the above-described locations, the United States will remove its improvements from such location and restore the premises of the District to their former state, whereupon all rights and privileges of the United States under and by virtue of this agreement shall forthwith automatically cease and terminate.

4. The United States assumes all risk of loss, damage or destruction to its electric power transmission lines, supporting towers and appurtenances that may be caused in any manner by the construction, maintenance and operation of the electric power transmission lines of the District, unless such loss, damage, or destruction is caused by the negligence of the District or its employees or agents.

5. All expenditures to be made by the United States under the provisions of this agreement shall be subject to appropriations being available for the purpose.

6. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this contract if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

Public Utility District No. 1 of Lewis County

By Danny H. Kalish, Manager

Attest Catherine R. Bloomfield,

UNITED STATES OF AMERICA,
Department of ~~the Interior~~ Energy
Acting through the
Bonneville Power Administrator

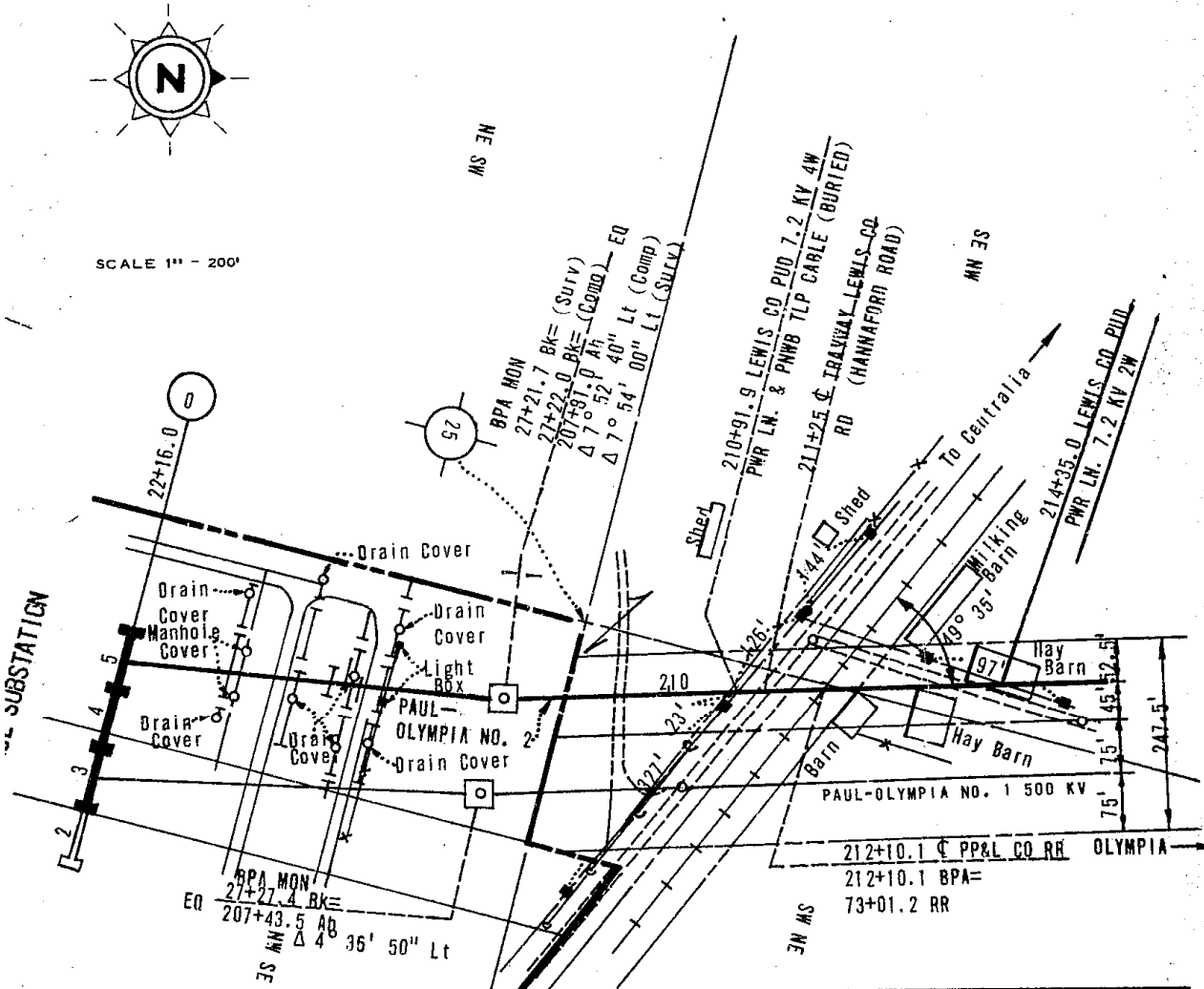
By Donald H. Munro
Donald H. Munro, Asst. Head, Acquisition
Section, Branch of Land

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
TRANSMISSION LINE CROSSING DATA

March 26, 1980

| | | | | | | |
|--------------------|-----|----------|-------|--------|------------|-----------|
| NAME OF BPA LINE | | | | | VOLTAGE | R/W WIDTH |
| Paul-Olympia No. 2 | | | | | 500 KV | 247.5' |
| SUBDIVISION | SEC | TOWNSHIP | RANGE | COUNTY | STATE | |
| SE NW, SW NW | 25 | 15N | 2W WM | Lewis | Washington | |

DESCRIPTION OF UTILITIES CROSSED
 ADJ-1-X-B, Lewis Co. Rd., ADJ-1-X-C, PP&L Co. RR, ADJ-1-X-D, Lewis Co. PUD 7.2 KV 4W Power Ln. & PNWB
 buried Tlp cable



| BPA STATION | FOREIGN STATION | MINIMUM CLEARANCE / BPA OVER UNDER | BPA STATION | FOREIGN STATION | MINIMUM CLEARANCE / BPA OVER UNDER |
|-------------|-----------------|------------------------------------|-------------|-----------------|------------------------------------|
| 210+91.9 | | 35' / OVER PWR & BURIED TLP CABLE | 212+10.1 | | 65' / OVER RR |
| 211+25 | | 62' / OVER CO RD | 214+35.0 | | 20' / OVER PWR LN |

TYPE OF CONDUCTOR: Chukar
 MWT 57,000 LBS PER PHASE @ 1/2" ICE & 8 LBS WIND @ 0 °F

NO. OF CONDUCTORS PER PHASE: 3
 NO. OF CIRCUITS: 1
 DC AC 3 PHASE 60 CYCLES PER SECOND

KIND OF STRUCTURE: Trans Towers
 STRUCTURE DESCRIPTION: Steel Towers
 STRUCTURES W/LINE GUYS: (blank)

REMARKS:

 DETAIL CONSTRUCTION DRAWINGS WILL BE AVAILABLE ON REQUEST.

COMMISSIONERS:
JOHN L. KOSTICK, President
CHARLES R. TENPAS, Vice Pres.
JAMES H. HUBENTHAL, Secretary
OFFICERS:
DAVID J. MULLER, Manager
RICHARD L. BAUER, Treasurer
JAMES R. HASELWOOD, Auditor
RON RAFF, Superintendent

Lewis County
PUBLIC UTILITY DISTRICT

321 N.W. PACIFIC AVE. CHEHALIS WA • P.O. BOX 330
CHEHALIS, WASHINGTON 98532-0330
1-800-562-5612 • (360) 748-9261 • FAX (360) 740-2455

October 17, 2002

Ms. Marian Wolcott
Bonneville Power Administration
Mail Stop TRT/TPP-4
P.O. Box 61409
Vancouver, WA 98666-1409

Dear Ms. Wolcott:

Re: Crossing Agreement Tract Nos. AUB-2-X-A – Revision 1

Enclosed please find one signed copy of the above-referenced Crossing Agreement. Thank you for your assistance in this matter.

Sincerely,

Dave Muller/cb
Dave Muller
Manager

DJM/cb
Enclosure

cc: Dave Thummel



CROSSING AGREEMENT
(Power Line)

THIS AGREEMENT made this 16th day of October, 2002, by and between **LEWIS COUNTY PUBLIC UTILITY DISTRICT**, a municipal corporation (hereinafter referred to as "the District"), and the **UNITED STATES OF AMERICA**, Department of Energy, acting through the Bonneville Power Administrator (hereinafter referred to as "the United States"),

WITNESSETH:

1. The District, in consideration of the covenants and agreements hereinafter contained, does hereby grant unto the United States and its assigns, the right to construct, maintain, and operate one or more electric power transmission lines and such other wires, lines, and circuits as may be necessary for the efficient operation and maintenance of said electric power transmission lines over and across the right-of-way of the District's electric power transmission lines at the locations described as follows:

| | |
|-----------|---|
| AUB-2-X-A | The Bonneville Power Administration (BPA) Napavine Loop to Paul-Allston No. 1 transmission line crossing over a District 12.5-kV power line at BPA survey station 101+68.9 in the SE¼SW¼. Section 10, Township 13 North, Range 2 West, Willamette Meridian, Lewis County, Washington. |
|-----------|---|

The exact location and manner of construction of the United States electric power transmission lines, together with a more particular description and explanation thereof, are set forth in the drawings marked Exhibit A, attached hereto and by this reference made a part hereof; provided, however, that whenever the United States desires to construct at any of the above-described locations any additional lines not shown on the attached exhibits, it shall first submit drawings showing the type, manner, and location of the proposed construction, and no construction shall be commenced unless and until the District has approved the plan submitted.

2. The foregoing agreement is made subject to the following conditions, to-wit:
 - a. That all construction, operation, maintenance, and alteration of the electric power transmission lines of the United States shall be done in accordance with applicable state laws and in conformance with the latest current revision of the National Electrical Safety Code, Handbook Series of the United States Bureau of Standards; provided, however, that such lines shall be constructed, operated, maintained, and altered by the United States in such a way as will not interfere with the use of said right-of-way by the District, either as now used or as the District may hereafter desire to use the same.
 - b. All costs of construction, maintenance, repair, alteration, and removal of the electric power transmission lines of the United States, and appurtenances, shall be paid by the United States.
 - c. If the District shall incur any necessary expense by reason of the construction, operation, maintenance, or presence of said electric transmission lines, the United States will pay to the District, the actual amount expended by the District upon the presentation of properly executed vouchers therefor. Provided, however, that no such payment will be made unless prior to the incurring of any such expense by the District, the Bonneville Power Administration shall have approved the necessity and amount thereof in writing; provided, further, that if in an emergency it becomes necessary for the District to incur such expenses without having first obtained the approval of the Bonneville Power Administration, the United States shall not be required to make any payment therefor unless the sum expended shall be approved by them.
 - d. Any and all damage or injury necessarily done to the District's right-of-way or facilities or any property lawfully upon said right-of-way, in the construction, operation, maintenance, repair, or renewal of the United States electric power transmission lines, shall be immediately repaired or reconstructed by the United States under the supervision and to the satisfaction of the District.

3. If the United States shall at any time cease to maintain its electric power transmission lines at any of the above-described locations, the United States will remove its improvements from such location and restore the premises of the District to their former state, whereupon all rights and privileges of the United States under and by virtue of this agreement shall forthwith automatically cease and terminate.

4. The United States assumes all risk of loss, damage, or destruction to its electric power transmission lines, supporting towers, and appurtenances that may be caused in any manner by the construction, maintenance, and operation of the District's power lines, unless such loss, damage, or destruction is caused by the negligence of the District or its employees or agents.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

**LEWIS COUNTY PUBLIC UTILITY
DISTRICT**

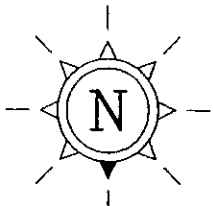
By *Donna Miller*
Manager 360-748-9261
 Title and Phone Number

UNITED STATES OF AMERICA
 Department of Energy
 Acting through the
 Bonneville Power Administrator

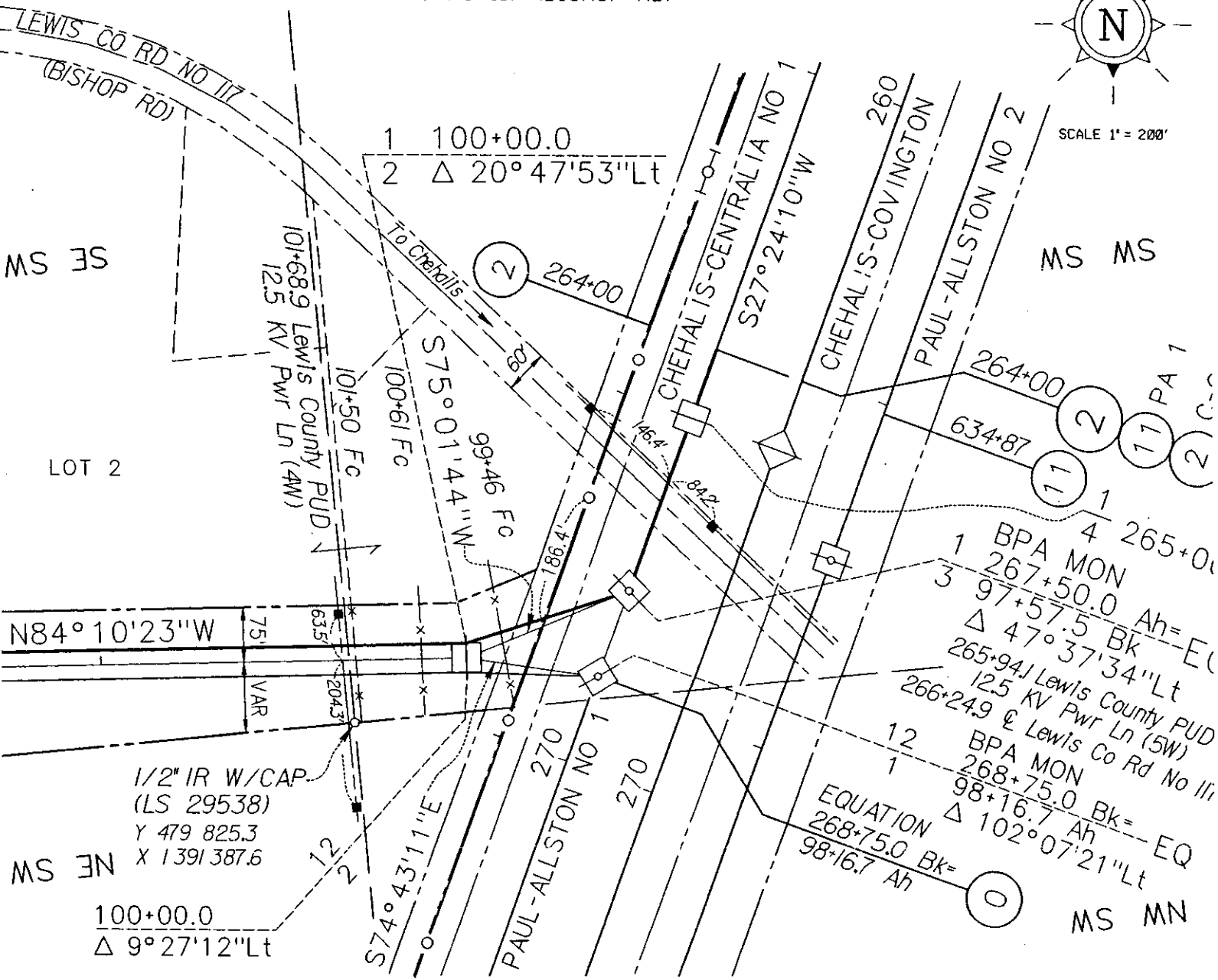
By *Maura Wood*
 Title *Mng, Realty, Technical Services*

| | | | | | | | |
|--|-----------|-----------------|-------------|----------------|-----------------|---------------------|------------------|
| NAME OF BPA LINE NAPAVINE LOOP TO PAUL-ALLSTON NO 1 | | | | | | VOLTAGE 500 KV | R/W WIDTH VAR |
| SUBDIVISION SESW & SWSW | SEC 10 | TOWNSHIP 13N | RANGE 2W | MERIDIAN WM | COUNTY LEWIS | STATE WASHINGTON | DATE 8/8/02 |

DESCRIPTION OF UTILITIES CROSSED
AUB-2-X-A LEWIS COUNTY PUD (OVERHEAD PWR LN)
AUB-2-X-B LEWIS COUNTY ROAD NO 117 (BISHOP RD)



SCALE 1" = 200'



| BPA STATION | FOREIGN STATION | MINIMUM CLEARANCE | BPA OVER UNDER | BPA STATION | FOREIGN STATION | MINIMUM CLEARANCE | BPA OVER UNDER |
|-------------|-----------------|-------------------|----------------|------------------|-----------------|-------------------|----------------|
| 101+68.9 | | 17.5' | O/H PWR LN | EXHIBIT A | | | |
| 266+24.9 | | | CO RD | | | | |

| | | | | | | | |
|--|--|----------------------|--|--|--|--------------------------------|--|
| TYPE OF CONDUCTOR TRIPLE ACSR BUNTING | | | | MWT 20000 LBS PER PHASE 1/2" ICE & 8 LBS WIND 212 °F | | | |
| NO. OF CONDUCTORS PER PHASE 3 | | NO. OF CIRCUITS 2 | | 3 PHASE 60 CYCLES PER SECOND <input type="checkbox"/> DC <input checked="" type="checkbox"/> AC | | STRUCTURES W/LINE GUYS NONE | |

| | |
|----------|------------|
| DRAWN BY | CHECKED BY |
|----------|------------|

CROSSING AGREEMENT

THIS AGREEMENT made this 1st day of March
19 56, by and between PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY,
WASHINGTON,

a municipal corporation (hereinafter referred to as "the District"), and the UNITED STATES OF AMERICA, Department of the Interior, acting by and through the Bonneville Power Administrator (hereinafter referred to as "the United States"),

W I T N E S S E T H :

1. The District, in consideration of the covenants and agreements hereinafter contained, does hereby grant unto the United States and its assigns, the right to construct, maintain, and operate one or more electric power transmission lines and such other wires, lines, and circuits as may be necessary for the efficient operation and maintenance of said electric power transmission lines over and across the right-of-way of the District's electric power transmission lines at the location(s) described as follows:

The centerline of the Bonneville Power Administration's 230-kv transmission line crosses tracts:

- GM-56A - The centerline of a 7.2-kv power line at BPA survey station 666+48.4 along the east line of lot 3 of Section 31, Township 13 North, Range 1 East, W.M., Lewis County, Washington, as shown on drawing, serial number 86312.
- GM-56A - The centerline of a 7.2-kv power line at BPA survey station 680+04.0 along the east line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 31, Township 13 North, Range 1 East, W.M., Lewis County, Washington, as shown on drawing, serial number 86313.

The exact location and manner of construction of the United States' electric power transmission lines, together with a more particular description and explanation thereof, are set forth in the drawings marked Exhibits "A" and "B", attached hereto and by this reference made a part hereof, provided, however, that whenever the United States desires to construct at any of the above described locations any additional lines not shown on the attached exhibits, it shall first submit drawings showing the type, manner and location of the proposed construction, and no construction shall be commenced unless and until the District has approved the plan submitted.

2. The foregoing agreement is made subject to the following conditions, to-wit:

- (a) That all construction, operation, maintenance and alteration of the electric power transmission lines of the United States shall be done in accordance with applicable state laws and in conformance with the latest current revision of the National Electrical Safety Code, Handbook Series of the United States Bureau of Standards; provided, however, that such lines shall be constructed, operated, maintained and altered by the United States in such a way as will not interfere with the use of said right of way by the District.
- (b) The District shall have the right at any and all times to determine whether the manner of construction, maintenance or renewal of the electric power transmission lines of the United States, or their appurtenances, conforms to the foregoing requirements, and if the District shall in any case determine that the manner of construction, maintenance or renewal does not so conform, it may notify the United States in writing to make such changes as the District may deem necessary to make such construction, maintenance or renewal conform to the foregoing requirements. If the United States shall, for a period of thirty days after receipt of such notice, fail to make such changes as may be required by the District, the District may, if it so elects, terminate this agreement forthwith.
- (c) All costs of construction, maintenance, repair, alteration and removal of the electric power transmission lines of the United States, and appurtenances, shall be paid by the United States.

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3/1/54

K#12426

(d) If the District shall incur any necessary expense by reason of the construction, operation, maintenance or presence of said electrical transmission lines, the United States will pay to the District, within the limits of the appropriations available therefor, the actual amount expended by the District upon the presentation of properly executed vouchers therefor. Provided, however, that no such payment will be made unless prior to the incurring of any such expense by the District, the Bonneville Power Administrator shall have approved the necessity and amount thereof in writing; provided further, that if in an emergency it becomes necessary for the District to incur such expenses without having first obtained the approval of the Bonneville Power Administrator, the United States shall not be required to make any payment therefor unless the sum expended shall be approved by him.

(e) Any and all damage or injury necessarily done to the District's right-of-way or facilities or any property lawfully upon said right-of-way, in the construction, operation, maintenance, repair or renewal of the United States' electric power transmission lines, shall be immediately repaired or reconstructed by the United States under the supervision and to the satisfaction of the District.

3. The United States' electric power transmission line shall be used for the sole purpose of conveying electric current at a potential not to exceed 230,000 volts.

4. If the United States shall at any time cease to maintain its electric power transmission line at any of the above described locations, the United States will remove its improvements from such location and restore the premises of the District to their former state, whereupon all rights and privileges of the United States under and by virtue of this agreement shall forthwith automatically cease and terminate.

5. The United States assumes all risk of loss, damage or destruction to its electrical power transmission lines, supporting towers and appurtenances that may be caused in any manner by the construction, maintenance and operation of the electric power transmission lines of the District.

6. This agreement shall not be transferred or assigned by the United States without the written consent of the District.

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K #12426

7. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

PUBLIC UTILITY DISTRICT NO. 1 OF
LEWIS COUNTY, WASHINGTON

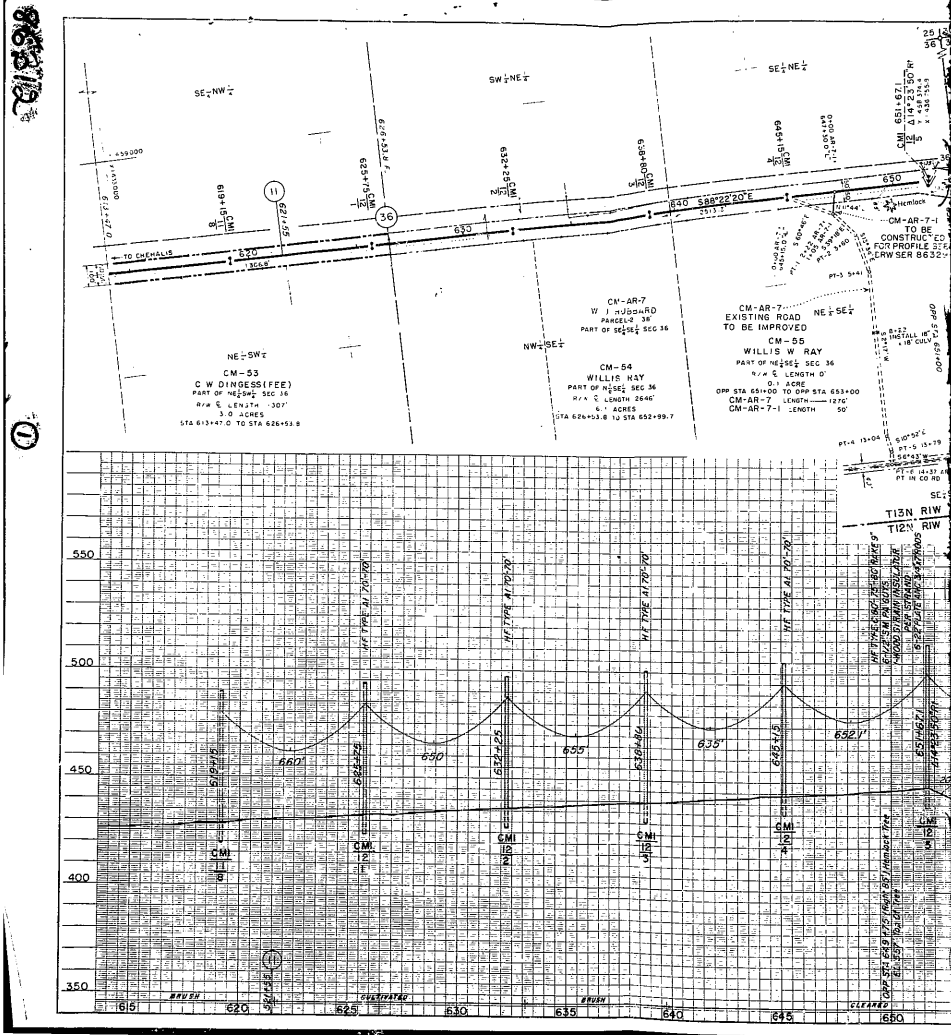
By *R. Perkins*
G. A. Peters
Attest *J. A. Smith*

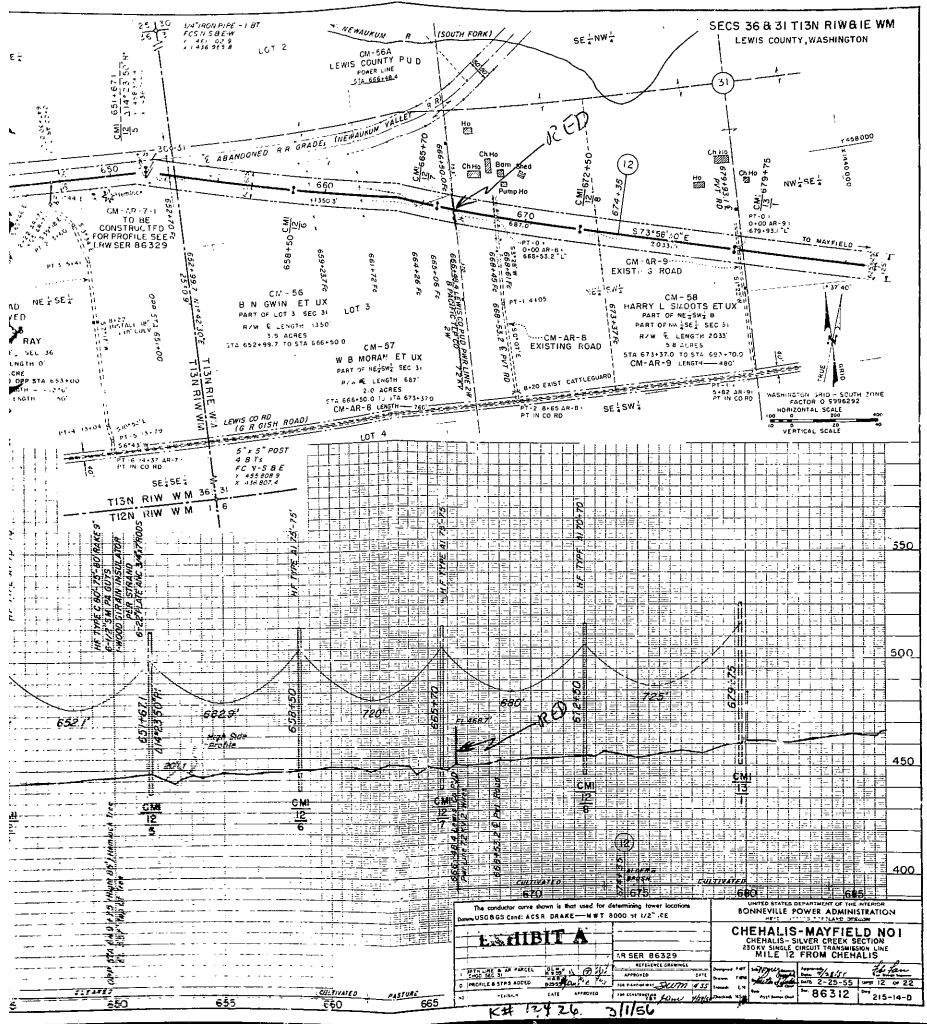
UNITED STATES OF AMERICA,
Department of the Interior
Acting by and through the
Bonneville Power Administrator

By *John V. Mulcahy*
John V. Mulcahy
Asst. to the Chief Engineer
Land and Right of Way

104 2/1/60

K#12426



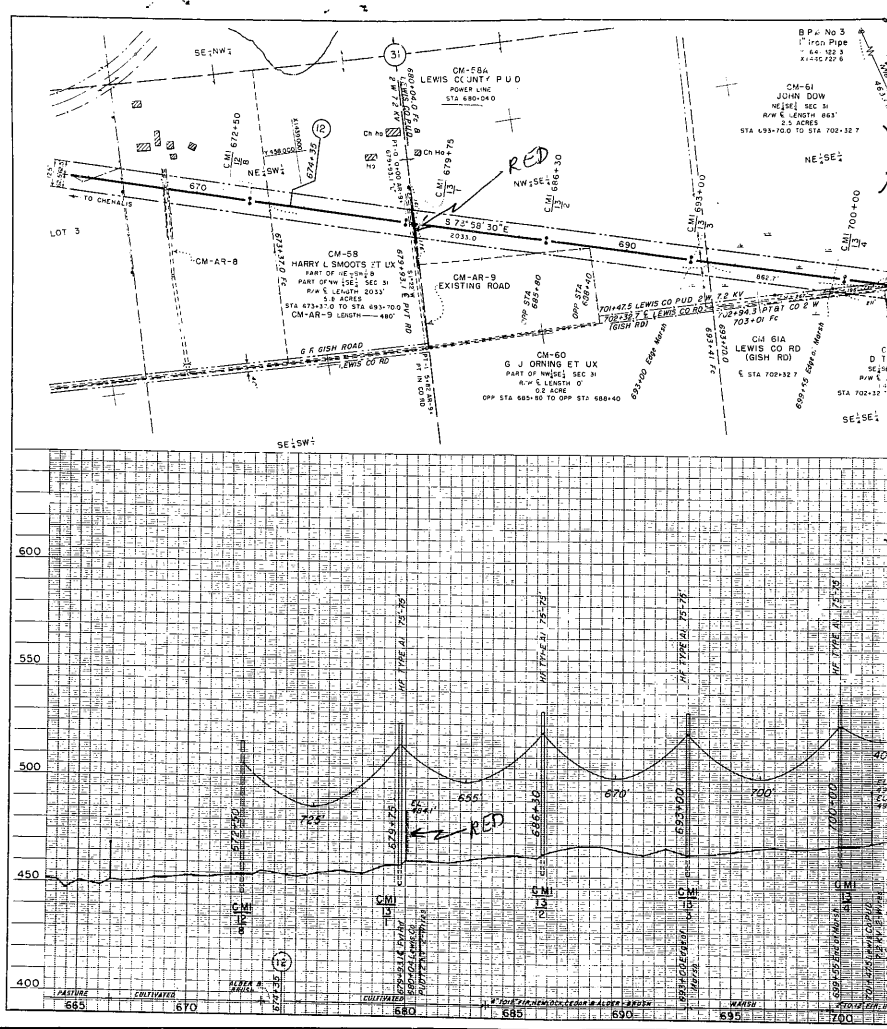


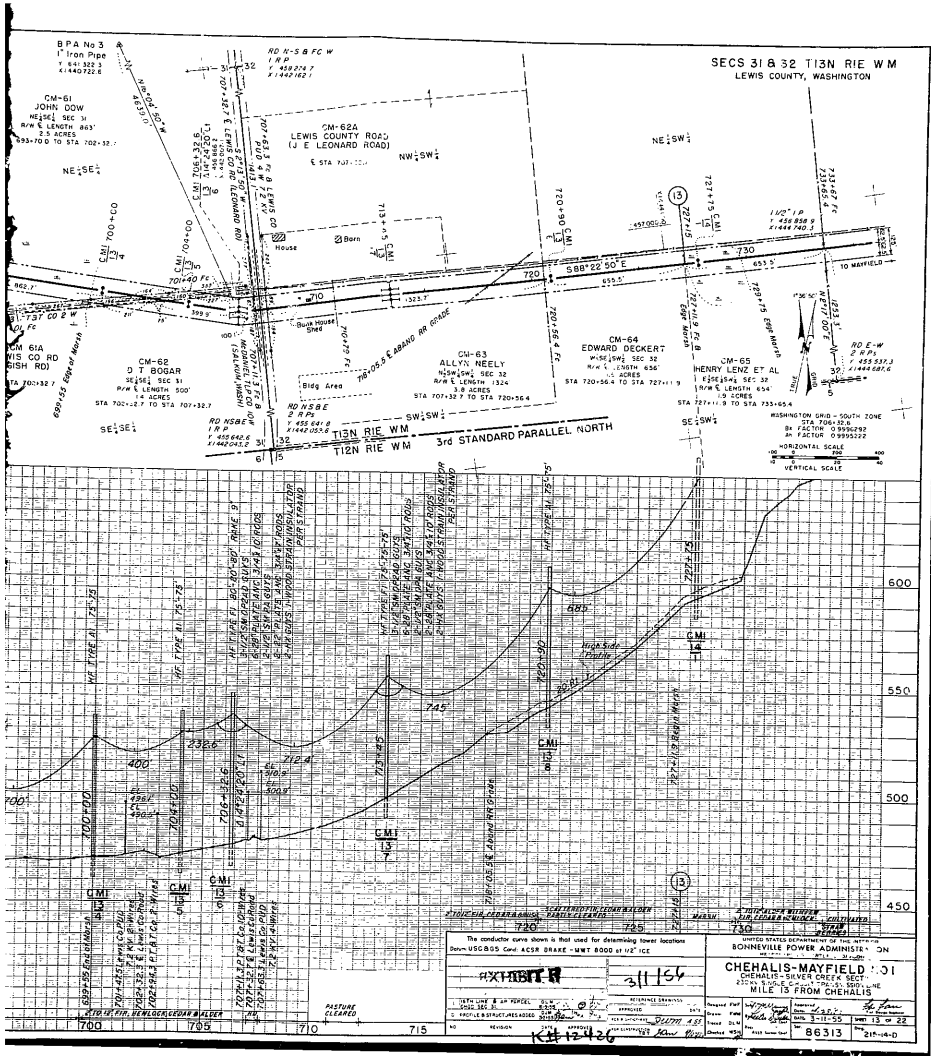
| | | | |
|---|---|---|--|
| THE CONDITIONS SHOWN IN THIS PLAN ARE FOR INFORMATION ONLY AND DO NOT CONSTITUTE A WARRANTY OF ANY KIND. DRAWING NO. 86333 | | BONNEVILLE POWER ADMINISTRATION CHEHALIS-SILVER CREEK SECTION 250KV SINGLE CIRCUIT TRANSMISSION LINE MILE 12 FROM CHEHALIS | |
| DATE: 11/12/00 DRAWN BY: [Signature] CHECKED BY: [Signature] | PROJECT NO.: 86333 SHEET NO.: 215-14-D | SCALE: AS SHOWN PROJECTED: 11/12/00 | DRAWN BY: [Signature] CHECKED BY: [Signature] |

86333 215-14-D

86238

①





SECS 31 & 32 T13N R1E W M
LEWIS COUNTY, WASHINGTON

BPA No 3
Iron Pipe
1" I.D. 140' L

CM-61 JOHN COW
NE 1/4 SEC 31
R.W. & LENGTH 843'
STA 700+00 TO STA 702+32.7

CM-62A LEWIS COUNTY ROAD
(J E LEONARD ROAD)
E STA 700+00

CM-62B EDWARD DECKERT
NE 1/4 SEC 32
R.W. & LENGTH 640'
STA 720+00 TO STA 727+11.9

CM-63 ALLYN NEELY
NE 1/4 SEC 32
R.W. & LENGTH 1324'
STA 700+00 TO STA 720+36.4

CM-64 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-65 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-66 EDWARD DECKERT
NE 1/4 SEC 32
R.W. & LENGTH 640'
STA 720+00 TO STA 727+11.9

CM-67 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-68 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-69 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-70 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-71 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-72 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-73 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-74 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-75 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-76 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-77 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-78 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-79 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-80 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-81 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-82 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-83 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-84 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-85 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-86 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-87 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-88 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-89 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-90 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-91 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-92 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-93 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-94 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-95 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-96 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-97 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-98 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-99 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

CM-100 HENRY LENZ ET AL
NE 1/4 SEC 32
R.W. & LENGTH 634'
STA 727+11.9 TO STA 735+45.4

WASHINGTON GRID - SOUTH ZONE
STA 700+00
BY FACTOR 0.999922
BY FACTOR 0.999922

VERTICAL SCALE

| | | | |
|---|--------------------|---|---------------------------|
| THE CONDUCTOR SPAN SHOWN IS THAT USED FOR DETERMINING TOWER LOADS. DATA: USGS 605 Cont. ACSS BRIDGE - WMT 8000 AT 1/2" ICE | | CHEHALIS-MAIFIELD 1.01 CHEHALIS - MAIFIELD DISTRICT BONNEVILLE POWER ADMINISTRATION 2525 N. 10TH ST. CHEHALIS, WA 98509-1001 1 MILE FROM CHEHALIS | |
| EXHIBIT # 21154 | DATE 12-4-26 | DRAWN BY [Signature] | CHECKED BY [Signature] |
| SCALE 1" = 100' | SHEET NO. 86313 | PROJECT NO. 211-4-0 | DATE 12-4-26 |

CROSSING AGREEMENT

THIS AGREEMENT made this 7th day of March,
1968, by and between LEWIS COUNTY PUD

a municipal corporation (hereinafter referred to as "the District"), and the
UNITED STATES OF AMERICA, Department of the Interior, acting through the
Bonneville Power Administrator (hereinafter referred to as "the United States"),

W I T N E S S E T H :

1. The District, in consideration of the covenants and agreements hereinafter contained, does hereby grant unto the United States and its assigns, the right to construct, maintain, and operate one or more electric power transmission lines and such other wires, lines, and circuits as may be necessary for the efficient operation and maintenance of said electric power transmission lines over and across the right of way of the District's electric power transmission lines at the location(s) described as follows:

The centerline of the Bonneville Power Administration transmission line crosses tracts:

C-RE-17A - A power line crossing at BPA survey station 257+94.4 in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, Township 13 North, Range 2 West, Willamette Meridian, Lewis County, Washington, as shown on BPA Drawing No. 10241B DTM-D.

C-RE-25A - A power line crossing at BPA survey station 274+85.5 in Section 10, Township 13 North, Range 2 West, Willamette Meridian, Lewis County, Washington, as shown on BPA Drawing No. 10242B DTM-D.

The exact location and manner of construction of the United States electric power transmission lines, together with a more particular description and explanation thereof, are set forth in the drawing(s) marked Exhibit(s) A and B, attached hereto and by this reference made a part hereof; provided, however, that whenever the United States desires to construct at any of the above-described location(s) any additional lines not shown on the attached exhibit(s), it shall first submit drawings showing the type, manner and location of the proposed construction, and no construction shall be commenced unless and until the District has approved the plan submitted.

2. The foregoing agreement is made subject to the following conditions, to-wit:

- a. That all construction, operation, maintenance and alteration of the electric power transmission lines of the United States shall be done in accordance with applicable state laws and in conformance with the latest current revision of the National Electrical Safety Code, Handbook Series of the United States Bureau of Standards; provided, however, that such lines shall be constructed, operated, maintained and altered by the United States in such a way as will not interfere with the use of said right of way by the District.
- b. The District shall have the right at any and all times to determine whether the manner of construction, maintenance or renewal of the electric power transmission lines of the United States, or their appurtenances, conforms to the foregoing requirements, and if the District shall in any case determine that the manner of construction, maintenance or renewal does not so conform, it may notify the United States in writing to make such changes as the District may deem necessary to make such construction, maintenance or renewal conform to the foregoing requirements. If the United States shall, for a period of thirty days after receipt of such notice, fail to make such changes as may be required by the District, the District may, if it so elects, terminate this agreement forthwith.
- c. All costs of construction, maintenance, repair, alteration and removal of the electric power transmission lines of the United States, and appurtenances, shall be paid by the United States.

2 of 4

3/7/68

K# 79078

- d. If the District shall incur any necessary expense by reason of the construction, operation, maintenance or presence of said electric transmission lines, the United States will pay to the District, the actual amount expended by the District upon the presentation of properly executed vouchers therefor. Provided, however, that no such payment will be made unless prior to the incurring of any such expense by the District, the Bonneville Power Administrator shall have approved the necessity and amount thereof in writing; provided further, that if in an emergency it becomes necessary for the District to incur such expenses without having first obtained the approval of the Bonneville Power Administrator, the United States shall not be required to make any payment therefor unless the sum expended shall be approved by him.
- e. Any and all damage or injury necessarily done to the District's right of way or facilities or any property lawfully upon said right of way, in the construction, operation, maintenance, repair or renewal of the United States electric power transmission lines, shall be immediately repaired or reconstructed by the United States under the supervision and to the satisfaction of the District.

3. If the United States shall at any time cease to maintain its electric power transmission line at any of the above-described locations, the United States will remove its improvements from such location and restore the premises of the District to their former state, whereupon all rights and privileges of the United States under and by virtue of this agreement shall forthwith automatically cease and terminate.

4. The United States assumes all risk of loss, damage or destruction to its electric power transmission lines, supporting towers and appurtenances that may be caused in any manner by the construction, maintenance and operation of the electric power transmission lines of the District, unless such loss, damage, or destruction is caused by the negligence of the District or its employees or agents.

5. All expenditures to be made by the United States under the provisions of this agreement shall be subject to appropriations being available for the purpose.

3 of 4

3/7/68

K# 79078

6. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this contract if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

LEWIS COUNTY PUD

By *R. Perkins* President

Attest *[Signature]* Secretary

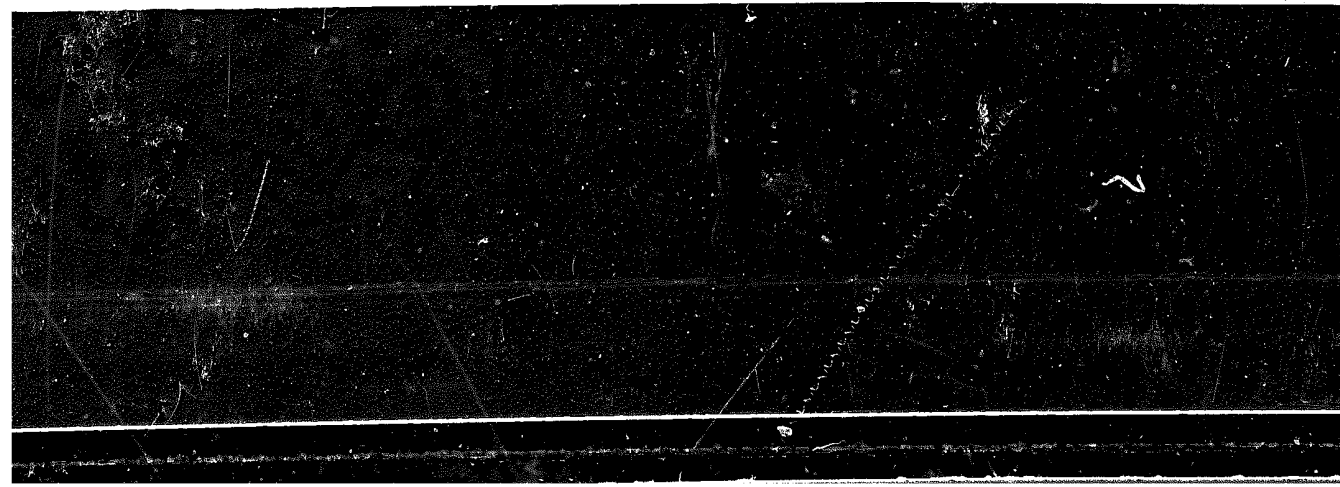
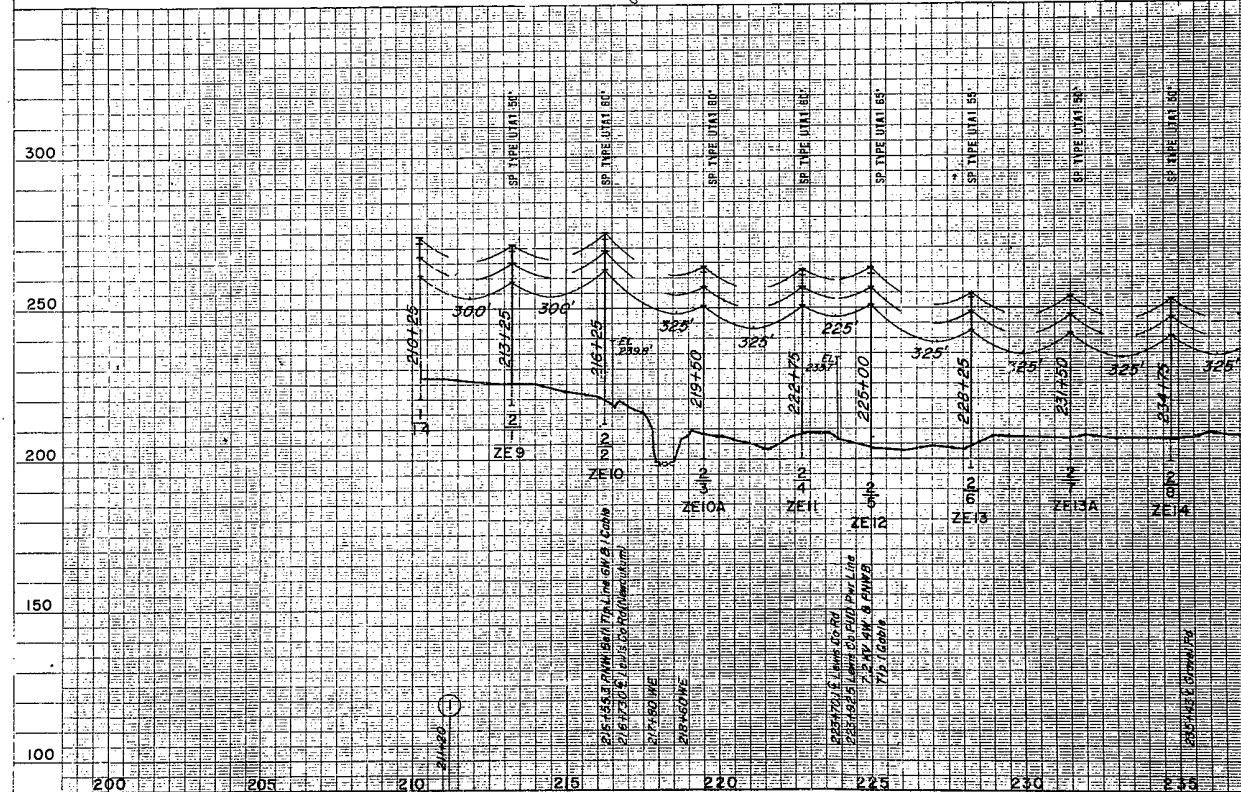
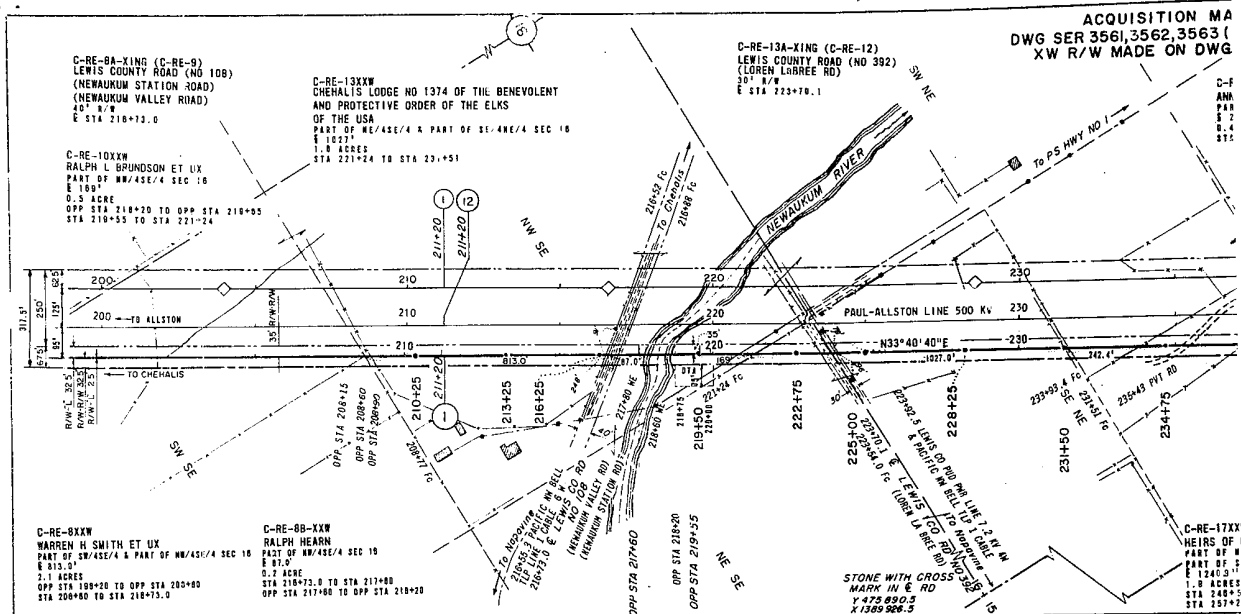
UNITED STATES OF AMERICA,
Department of the Interior
Acting through the
Bonneville Power Administrator

By *Max L. McMillin*
Max L. McMillin
~~Principal Office Officer~~
Head, Title Section
Branch of Land

40f4

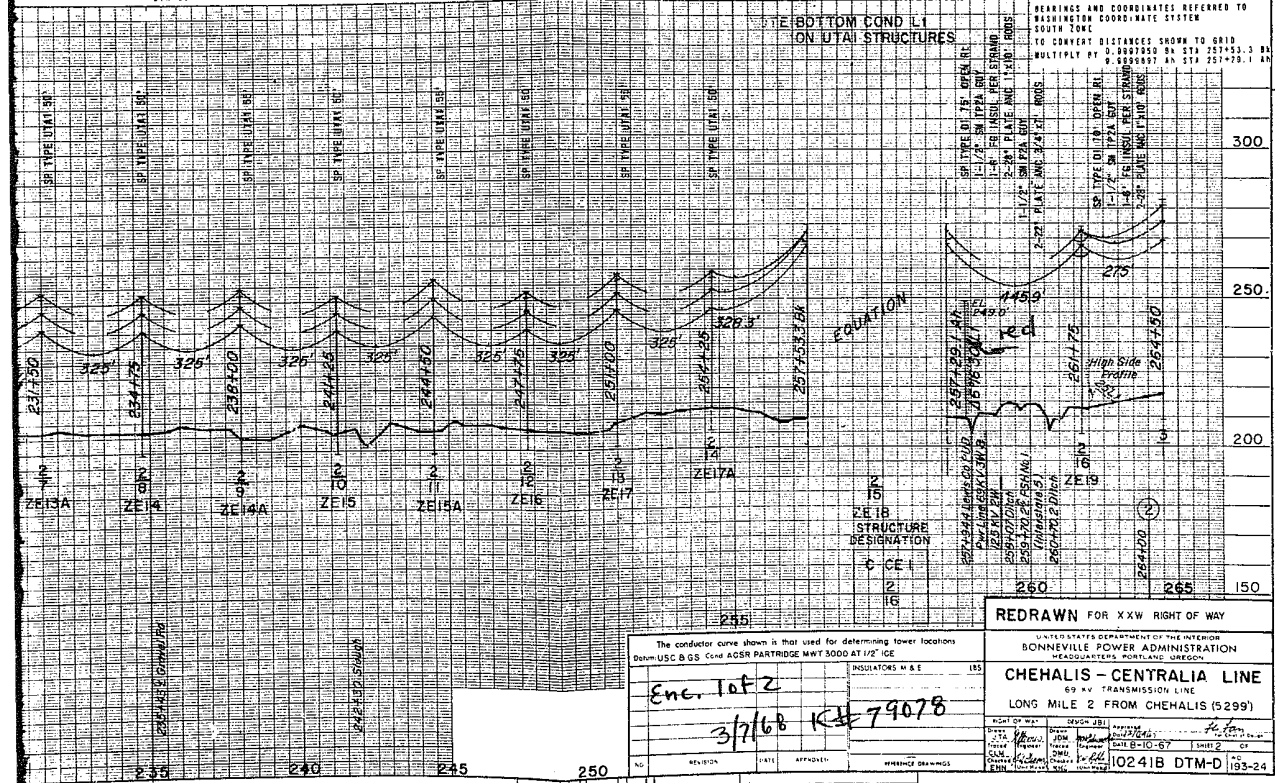
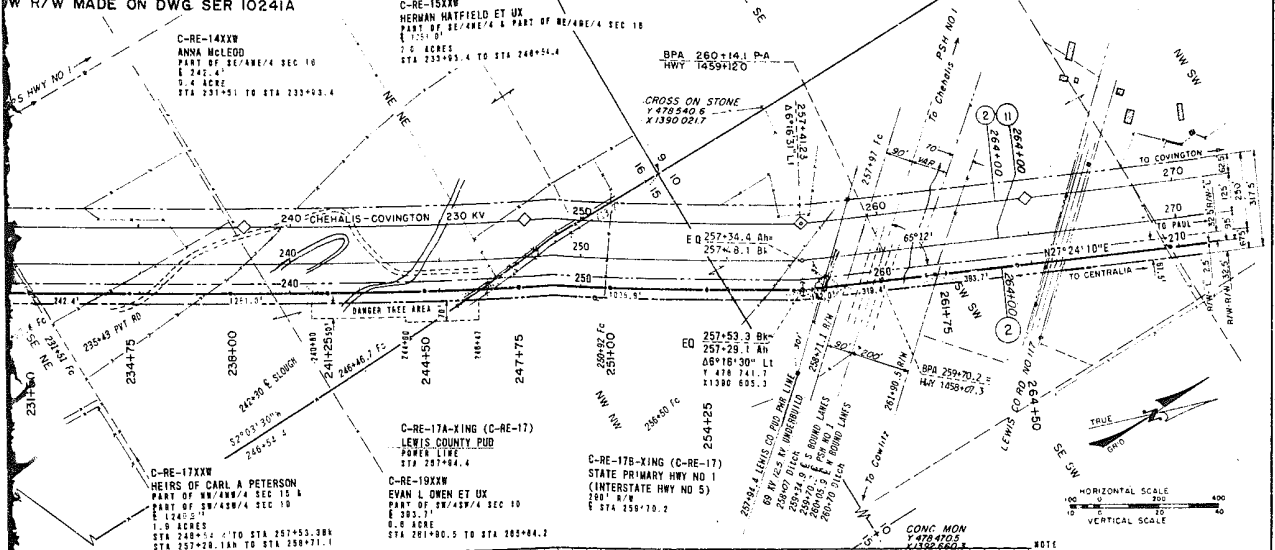
3/7/68

K# 79078



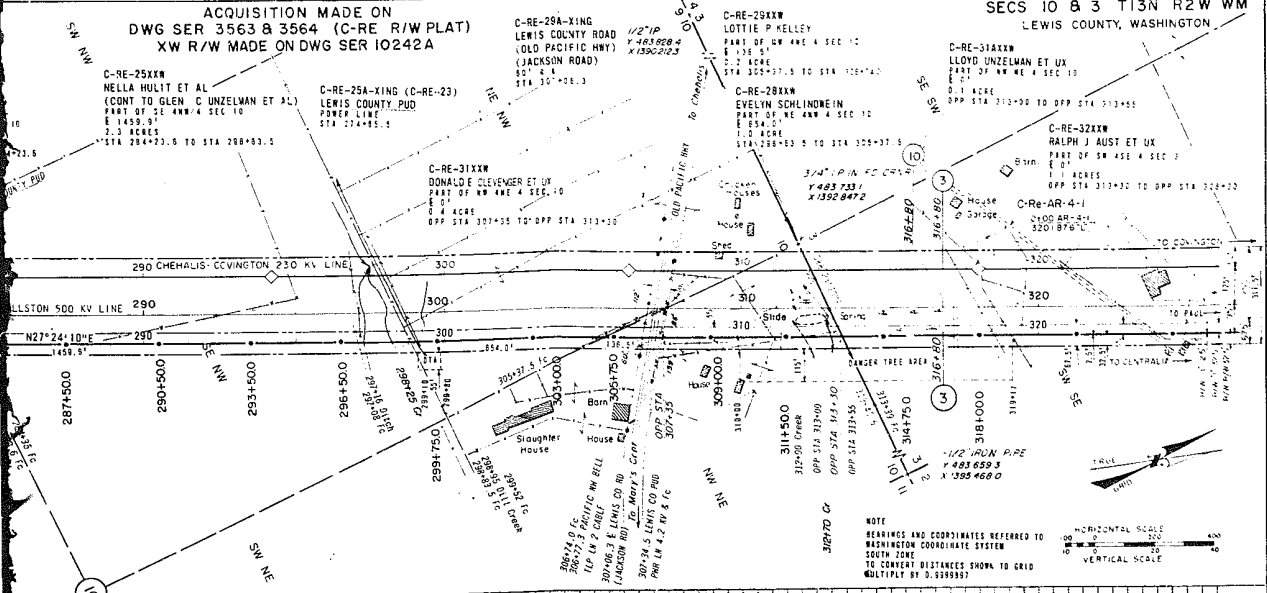
ACQUISITION MADE ON
SER 3561,3562,3563 (C-RE R/W PLAT)
W R/W MADE ON DWG SER 10241A

SECS 16, 15 & 10 T13N R2W WM
LEWIS COUNTY, WASHINGTON



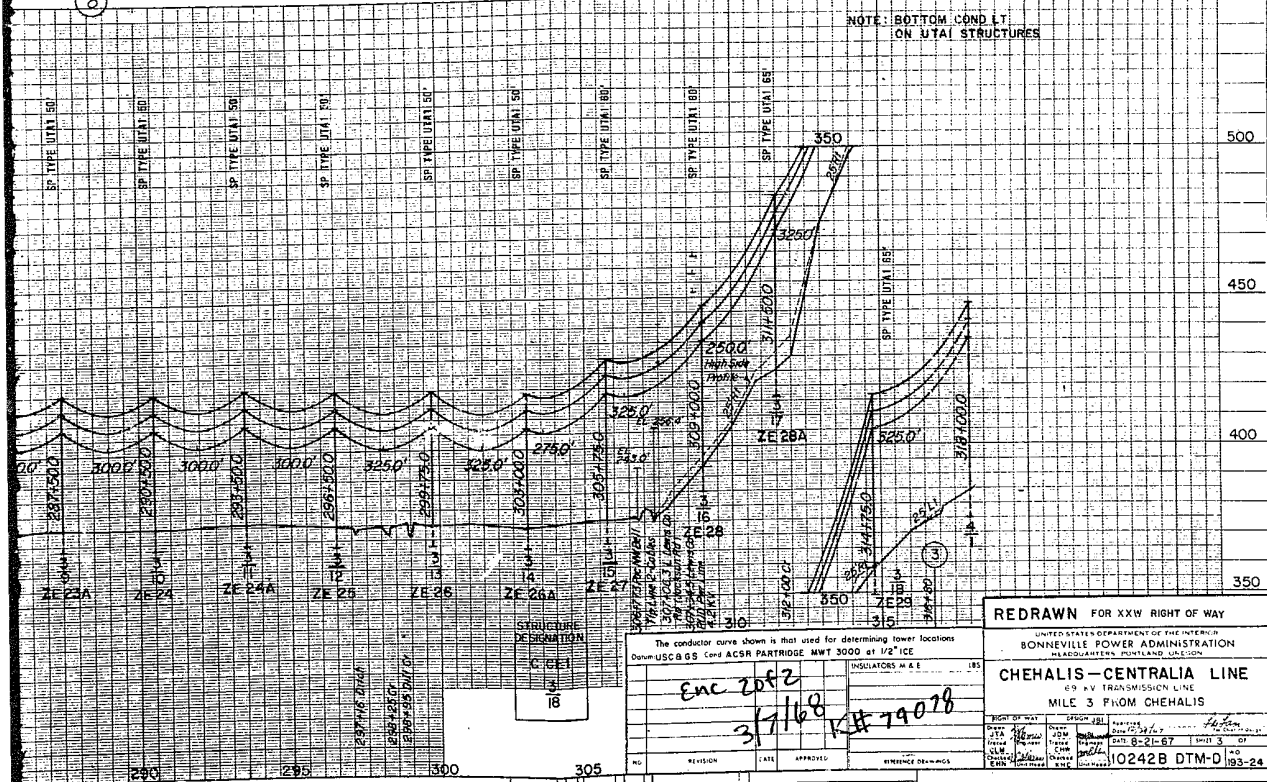
ACQUISITION MADE ON
DWG SER 3563 & 3564 (C-RE R/W PLAT)
XW R/W MADE ON DWG SER 10242A

SECS 10 B & 3 T13N R2W WM
LEWIS COUNTY, WASHINGTON



NOTE
BEARINGS AND COORDINATES REFERRED TO
NORTH AMERICAN DATUM 1983
SOUTH ZONE
TO CONVERT DISTANCES SHOWN TO GRID
MULTIPLY BY 0.999993

HORIZONTAL SCALE
VERTICAL SCALE



REDRAWN FOR XXW RIGHT OF WAY

UNITED STATES DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
ALBUQUERQUE, NEW MEXICO

CHEMALIS-CENTRALIA LINE
69 KV TRANSMISSION LINE
MILE 3 FROM CHEMALIS

DATE: 3/7/68
BY: KH 79078

| | | | |
|-----|----------|------|----------|
| NO. | REVISION | DATE | APPROVED |
| 1 | | | |

REFERENCE DRAWINGS: 10242B DTM-D 183-24

CWFLS-FF

Contract No. DE-MS79-95BP94818
6/8/95

ACCESS AGREEMENT AND GRANT OF EASEMENT
executed by the
UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
acting by and through the
BONNEVILLE POWER ADMINISTRATION
and
PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY, WASHINGTON

This Access Agreement and Grant of Easement (Agreement), executed 6/12/95 1995, by the PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY, WASHINGTON ("Lewis"), a public utility district organized and existing under the laws of the State of Washington, and the UNITED STATES OF AMERICA (the "United States"), Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION ("Bonneville") (the "Parties").

WITNESSETH:

That the Parties hereto covenant and agree as follows:

1. Definitions

1.1 When used with initial letters capitalized, the following terms will have the meanings set out below.

1.1.1 "Amendatory Contract for Power Purchase" or "PPA" means that certain agreement between Lewis and Bonneville, Contract No. DE-MS79-91BP93212, which provides, among other matters, for the sale and purchase of electric energy and capacity generated at the Cowlitz Falls Hydroelectric Project.

ec
2-1-13

- 1.1.2 **"Bond Resolution"** means the Resolution of the Commissioners of Lewis creating the Cowlitz Falls Hydroelectric Project as a separate system of Lewis, and providing a plan and system for the acquisition and construction for additions, betterments, improvements and extensions, creating an issue of Cowlitz Falls Hydroelectric Project Revenue Bonds, fixing the form and covenants of said bonds, and establishing certain funds and accounts, and all resolutions supplementing or amending such Bond Resolution.
- 1.1.3 **"Cowlitz Falls Hydroelectric Project" or "Project"** means the separate system of Lewis as described in FERC License No. 2833, including amendments and revisions now or hereafter approved by FERC, consisting of the electric utility properties and assets, real and personal, tangible and intangible, of the Cowlitz Falls Hydroelectric Project of Lewis, as created by the Bond Resolution, including a dam, spillway, powerhouse, reservoir, transmission and electrical facilities, operations and maintenance facilities, land, and the facilities and programs for wildlife, recreation, debris and sediment control, and other mitigation, and all additions, betterments, renewals, replacements and repairs, improvements to and extensions of such Project, but shall not include the electric system of Lewis or any other properties, rights or assets, real or personal, tangible or intangible, that hereafter may be purchased, constructed or otherwise acquired by Lewis as a system that is declared by the Commission of Lewis at the time of financing thereof to be separate from the Project, the revenues of which may be pledged to the payment of bonds issued to purchase, construct or otherwise acquire or expand such separate system or otherwise may be pledged to the payment of the bonds of another such separate system of Lewis.
- 1.1.4 **"FERC"** means the Federal Energy Regulatory Commission or its regulatory successor.

- 1.1.5 "FERC License" means the license (FERC License No. 2833) issued by the FERC to Lewis on June 30, 1986, and any extensions (including annual licenses), renewals and amendments thereof, which permits Lewis to construct and operate the Project.
- 1.1.6 "Fish Collection Facilities" means the apparatus and equipment owned by Bonneville which are to be installed by Bonneville on the Project pursuant to the Settlement Agreement, and which are designed for purposes of preventing the passage of migrant juvenile anadromous fish into the turbines of the Project, and to divert, capture and collect such migrant juvenile anadromous fish.
- 1.1.7 "Settlement Agreement" means that certain agreement between Bonneville and the Friends of the Cowlitz executed on September 6, 1991, and providing, among other matters, for the installation by Bonneville at the Project of Fish Collection Facilities.
- 1.1.8 "Term" has the meaning set forth in Section 2.

2. Term

This Agreement shall become effective as of the date of execution and delivery of this Agreement by both of the Parties. This Agreement shall continue in effect so long as the Fish Collection Facilities are in existence and operating, unless otherwise earlier terminated by written agreement of the Parties.

3. Grant of Easement

Lewis hereby grants and conveys to the United States, for the sole and exclusive use of Bonneville, for the Term of this Agreement, for and in consideration of the provisions contained in this Agreement, an easement and right to enter onto that portion of the Project set forth in Exhibit A for the limited purposes of locating, designing, constructing, operating,

maintaining, repairing, rebuilding, upgrading and removing the Fish Collection Facilities upon the Project.

4. Right of Entry

Upon providing Lewis reasonable prior notice of its intention to enter, Bonneville and its representatives and agents shall have the right to enter onto that portion of the Project set forth in Exhibit A for the limited purposes of locating, designing, constructing, operating, maintaining, repairing, rebuilding, upgrading and removing the Fish Collection Facilities.

5. Ownership and Cost Responsibility

5.1 Bonneville shall own the Fish Collection Facilities, and shall be responsible for paying all costs associated with such Fish Collection Facilities, including without limitation costs of designing, constructing, operating, maintaining, repairing, rebuilding, upgrading and removing the Fish Collection Facilities and restoring the Fish Collection Facilities site, and Lewis shall have no responsibility to pay for any of the foregoing costs.

5.2 As owner of the Fish Collection Facilities, Bonneville shall have the right, at its own expense, to rebuild or remove the Fish Collection Facilities, subject to obtaining the necessary regulatory approvals for such actions from the then current regulatory authorities.

5.3 Prior to the expiration of this Agreement, Bonneville shall at its own expense remove the Fish Collections Facilities.

5.4 Upon the removal of the Fish Collection Facilities for any reason, Bonneville shall promptly and at its own expense restore the Fish Collection Facilities site to, as nearly as practicable, the conditions which existed prior to the installation of the Fish Collection Facilities.

6. Cooperation of the Parties

6.1 Lewis will provide to Bonneville such information as may be reasonably necessary to assist Bonneville in obtaining regulatory approvals necessary for the design, construction, operation, maintenance, repair, rebuild, upgrade, removal and site restoration of the Fish Collection Facilities. The Parties shall exchange information, at least annually, regarding planned operation and maintenance activities for the Fish Collection Facilities and the Project.

6.2 Bonneville shall provide Lewis with a reasonable opportunity to review and comment on the design drawings prior to their submittal to regulatory agencies, including without limitation FERC. Bonneville shall promptly provide answers to questions regarding such design drawings posed by Lewis or any regulatory agency. Lewis shall promptly review and provide comments to Bonneville on design drawings, plans and specifications submitted to Lewis pursuant to this Section 6. Upon completion of the review and comment process, and the resolution of any issues between the Parties, Bonneville shall provide Lewis with a complete set of documents to be submitted to the regulatory agency, and Lewis shall forward such documents to the appropriate regulatory agency.

6.3 The review and comment process set forth in paragraph 6.2 shall not constitute the sole or exclusive remedy of Lewis regarding matters arising from the Fish Collection Facilities.

7. FERC License

Bonneville will provide Lewis with any and all information relating to the Fish Collection Facilities as may be reasonably necessary to satisfy the obligations of the FERC License.

8. Assignment

8.1 Bonneville may assign, or otherwise transfer, without the prior consent of Lewis, the rights obtained pursuant to this Agreement to any federal agency which has assumed all, or substantially all, of the duties discharged by Bonneville on the date of execution of this Agreement.

8.2 Bonneville may assign or otherwise transfer the rights obtained pursuant to this Agreement to any corporation or other entity, other than those specified in paragraph 8.1, only with the prior written consent of Lewis, which consent shall not be unreasonably withheld. In the event of such assignment or transfer, Bonneville shall provide Lewis with written notice of the assignment or transfer, together with a true copy of the instrument of assignment or transfer, not less than thirty (30) days prior to the intended date of execution.

8.3 This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties.

9. Bonneville Operations

Should there be Congressional or administrative action which will result in Bonneville ceasing all, or substantially all, of its then current activities, and without such activities being assumed by another federal agency, then in that event Lewis may request in writing that Bonneville remove the Fish Collection Facilities. Subject to then current regulatory requirements, Bonneville will promptly take all such actions necessary to remove the Fish Collection Facilities.

10. Other Matters

10.1 It is agreed by the Parties that this Agreement, and any and all activities conducted pursuant to this Agreement, are subject to and must comply with the provisions of the Bond Resolution and all licenses, permits and regulatory approvals pertaining to the Project.

- 10.2 Subsequent to the expiration of the PPA, Bonneville shall pay Lewis, at the rate or rates applicable to such service, for electric power provided by Lewis and used by Bonneville in conjunction with the Fish Collection Facilities.
- 10.3 Bonneville shall be liable for and shall reimburse Lewis for any damage or injury to the Project or persons arising out of the design, construction, operation, maintenance, repair, rebuild, upgrade or removal of the Fish Collection Facilities.
- 10.4 Nothing in this Agreement shall prohibit Lewis from seeking, through any appropriate regulatory or judicial entity with jurisdiction, a determination of and reimbursement from Bonneville subsequent to the expiration of the PPA for reduction in power generation at the Project due to the construction, operation and maintenance of the Fish Collection Facilities.
- 10.4 Nothing in this Agreement alters, modifies, amends or otherwise changes the rights, duties and obligations by and between the Parties as established in the PPA.

11. The Fish Collection Facilities and the FERC License

Bonneville agrees that it will not seek an amendment or reopening of the FERC License, nor seek or support any effort on behalf of others, to include the Fish Collection Facilities in the Project description as set forth in the FERC License.

12. Regulatory Approval

- 12.1 Promptly following execution of this Agreement, Lewis will submit the Agreement to FERC for review of the easement and right of entry provisions set forth in Sections 3 and 4.

14. Waivers

Except as otherwise provided herein or as agreed by the Parties, no provision of this Agreement may be waived except as documented or confirmed in writing. Any waiver at any time by a Party of its right with respect to a default under this Agreement, or with any other matter arising in connection therewith, shall not be deemed a waiver with respect to any subsequent default or matter. Either Party may waive any notice or agree to accept a shorter notice than specified in this Agreement. Such waiver of notice or acceptance of shorter notice by a Party at any time regarding a notice shall not be considered a waiver with respect to any subsequent notice required under this Agreement.

15. Right to Act

If Bonneville acts in any manner which is inconsistent with, or refrains from acting in a manner required by, the Bond Resolution or any final order (including appeals) of any court or regulatory agency having jurisdiction over any of the licenses, permits and regulatory approvals necessary for the planning, financing, construction, acquisition, operation and maintenance of the Project, or if any matter is in dispute between the Parties, then in that event Lewis shall have the right to take whatever action as is appropriate to assure compliance with the foregoing, including without limitation actions relating to the Fish Collection Facilities.

16. No Unspecified Third-Party Beneficiaries

There are no third-party beneficiaries of this Agreement. Nothing contained in this Agreement is intended to confer any right or interest on anyone other than the Parties, their respective successors, assigns and legal representatives.

17. Amendment

No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written amendment to this Agreement signed by both Parties.

18. Headings Not Binding

The headings and captions in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

19. Agreement of the Parties

This Agreement represents the entirety of the agreement between the Parties, and this Agreement supersedes any prior written or oral agreements between the Parties regarding the subject matter of this Agreement.

20. Interpretation of Agreement

The Parties agree that both Parties drafted this Agreement, and that if any ambiguities arise in the later interpretation of this Agreement, such ambiguities shall not be construed against either Party as the sole drafter of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By J.A. Johansen
Vice President, Generation Supply

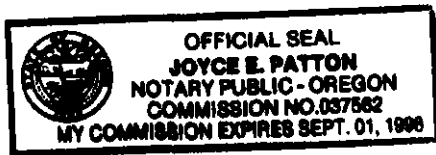
Name Judith A. Johansen
(Print/Type)

Date May 9, 1995

STATE OF OREGON)
)ss.
COUNTY OF MULTNOMAH)

I certify that I know or have satisfactory evidence that JUDITH JOHANSEN signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

SUBSCRIBED AND SWORN to before me this 9th day of June 1995.



PLEASE PRINT: Joyce E. Patton
NOTARY PUBLIC in and for the State of
Oregon, residing at Multnomah County
My commission expires: 9/1/98

PUBLIC UTILITY DISTRICT NO. 1
OF LEWIS COUNTY, WASHINGTON

By *Gary H. Kalich*

Name Gary H. Kalich
(Print/Type)

Title Manager

Date June 12, 1995

STATE OF WASHINGTON)
)ss.
COUNTY OF LEWIS)

I certify that I know or have satisfactory evidence that GARY KALICH signed this instrument and acknowledged it to be ~~his~~ ^{her} free and voluntary act for the uses and purposes mentioned in this instrument.

SUBSCRIBED AND SWORN to before me this 12th day of June, 1995.

PLEASE PRINT: *Catherine R. Bloomfield*
NOTARY PUBLIC in and for the State of
Washington, residing at *Chehalis*
My commission expires: *8-17-95*

Exhibit A, Page 1 of 1
Contract No. DE-MS79-95BP94818
Public Utility District No. 1 of
Lewis County, Washington

**DESCRIPTION OF
PROJECT LANDS
SUBJECT TO EASEMENT
AND RIGHT OF ENTRY**

That portion of the Cowlitz Falls Project located in Section 6, Township 11 North, Range 1 East and lying north of the south bank of the Cowlitz River.

Contract No. DE-MS79-95BP94818
6/8/95

ACCESS AGREEMENT AND GRANT OF EASEMENT
executed by the
UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
acting by and through the
BONNEVILLE POWER ADMINISTRATION
and
PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY, WASHINGTON

This Access Agreement and Grant of Easement (Agreement), executed 6/12/95 1995, by the PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY, WASHINGTON ("Lewis"), a public utility district organized and existing under the laws of the State of Washington, and the UNITED STATES OF AMERICA (the "United States"), Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION ("Bonneville") (the "Parties").

WITNESSETH:

That the Parties hereto covenant and agree as follows:

1. Definitions

1.1 When used with initial letters capitalized, the following terms will have the meanings set out below.

1.1.1 "Amendatory Contract for Power Purchase" or "PPA" means that certain agreement between Lewis and Bonneville, Contract No. DE-MS79-91BP93212, which provides, among other matters, for the sale and purchase of electric energy and capacity generated at the Cowlitz Falls Hydroelectric Project.

- 1.1.2 **"Bond Resolution"** means the Resolution of the Commissioners of Lewis creating the Cowlitz Falls Hydroelectric Project as a separate system of Lewis, and providing a plan and system for the acquisition and construction for additions, betterments, improvements and extensions, creating an issue of Cowlitz Falls Hydroelectric Project Revenue Bonds, fixing the form and covenants of said bonds, and establishing certain funds and accounts, and all resolutions supplementing or amending such Bond Resolution.
- 1.1.3 **"Cowlitz Falls Hydroelectric Project"** or **"Project"** means the separate system of Lewis as described in FERC License No. 2833, including amendments and revisions now or hereafter approved by FERC, consisting of the electric utility properties and assets, real and personal, tangible and intangible, of the Cowlitz Falls Hydroelectric Project of Lewis, as created by the Bond Resolution, including a dam, spillway, powerhouse, reservoir, transmission and electrical facilities, operations and maintenance facilities, land, and the facilities and programs for wildlife, recreation, debris and sediment control, and other mitigation, and all additions, betterments, renewals, replacements and repairs, improvements to and extensions of such Project, but shall not include the electric system of Lewis or any other properties, rights or assets, real or personal, tangible or intangible, that hereafter may be purchased, constructed or otherwise acquired by Lewis as a system that is declared by the Commission of Lewis at the time of financing thereof to be separate from the Project, the revenues of which may be pledged to the payment of bonds issued to purchase, construct or otherwise acquire or expand such separate system or otherwise may be pledged to the payment of the bonds of another such separate system of Lewis.
- 1.1.4 **"FERC"** means the Federal Energy Regulatory Commission or its regulatory successor.

- 1.1.5 "FERC License" means the license (FERC License No. 2833) issued by the FERC to Lewis on June 30, 1986, and any extensions (including annual licenses), renewals and amendments thereof, which permits Lewis to construct and operate the Project.
- 1.1.6 "Fish Collection Facilities" means the apparatus and equipment owned by Bonneville which are to be installed by Bonneville on the Project pursuant to the Settlement Agreement, and which are designed for purposes of preventing the passage of migrant juvenile anadromous fish into the turbines of the Project, and to divert, capture and collect such migrant juvenile anadromous fish.
- 1.1.7 "Settlement Agreement" means that certain agreement between Bonneville and the Friends of the Cowlitz executed on September 6, 1991, and providing, among other matters, for the installation by Bonneville at the Project of Fish Collection Facilities.
- 1.1.8 "Term" has the meaning set forth in Section 2.

2. Term

This Agreement shall become effective as of the date of execution and delivery of this Agreement by both of the Parties. This Agreement shall continue in effect so long as the Fish Collection Facilities are in existence and operating, unless otherwise earlier terminated by written agreement of the Parties.

3. Grant of Easement

Lewis hereby grants and conveys to the United States, for the sole and exclusive use of Bonneville, for the Term of this Agreement, for and in consideration of the provisions contained in this Agreement, an easement and right to enter onto that portion of the Project set forth in Exhibit A for the limited purposes of locating, designing, constructing, operating,

maintaining, repairing, rebuilding, upgrading and removing the Fish Collection Facilities upon the Project.

4. Right of Entry

Upon providing Lewis reasonable prior notice of its intention to enter, Bonneville and its representatives and agents shall have the right to enter onto that portion of the Project set forth in Exhibit A for the limited purposes of locating, designing, constructing, operating, maintaining, repairing, rebuilding, upgrading and removing the Fish Collection Facilities.

5. Ownership and Cost Responsibility

5.1 Bonneville shall own the Fish Collection Facilities, and shall be responsible for paying all costs associated with such Fish Collection Facilities, including without limitation costs of designing, constructing, operating, maintaining, repairing, rebuilding, upgrading and removing the Fish Collection Facilities and restoring the Fish Collection Facilities site, and Lewis shall have no responsibility to pay for any of the foregoing costs.

5.2 As owner of the Fish Collection Facilities, Bonneville shall have the right, at its own expense, to rebuild or remove the Fish Collection Facilities, subject to obtaining the necessary regulatory approvals for such actions from the then current regulatory authorities.

5.3 Prior to the expiration of this Agreement, Bonneville shall at its own expense remove the Fish Collections Facilities.

5.4 Upon the removal of the Fish Collection Facilities for any reason, Bonneville shall promptly and at its own expense restore the Fish Collection Facilities site to, as nearly as practicable, the conditions which existed prior to the installation of the Fish Collection Facilities.

6. Cooperation of the Parties

- 6.1 Lewis will provide to Bonneville such information as may be reasonably necessary to assist Bonneville in obtaining regulatory approvals necessary for the design, construction, operation, maintenance, repair, rebuild, upgrade, removal and site restoration of the Fish Collection Facilities. The Parties shall exchange information, at least annually, regarding planned operation and maintenance activities for the Fish Collection Facilities and the Project.**
- 6.2 Bonneville shall provide Lewis with a reasonable opportunity to review and comment on the design drawings prior to their submittal to regulatory agencies, including without limitation FERC. Bonneville shall promptly provide answers to questions regarding such design drawings posed by Lewis or any regulatory agency. Lewis shall promptly review and provide comments to Bonneville on design drawings, plans and specifications submitted to Lewis pursuant to this Section 6. Upon completion of the review and comment process, and the resolution of any issues between the Parties, Bonneville shall provide Lewis with a complete set of documents to be submitted to the regulatory agency, and Lewis shall forward such documents to the appropriate regulatory agency.**
- 6.3 The review and comment process set forth in paragraph 6.2 shall not constitute the sole or exclusive remedy of Lewis regarding matters arising from the Fish Collection Facilities.**

7. FERC License

Bonneville will provide Lewis with any and all information relating to the Fish Collection Facilities as may be reasonably necessary to satisfy the obligations of the FERC License.

8. Assignment

- 8.1 Bonneville may assign, or otherwise transfer, without the prior consent of Lewis, the rights obtained pursuant to this Agreement to any federal agency which has assumed all, or substantially all, of the duties discharged by Bonneville on the date of execution of this Agreement.
- 8.2 Bonneville may assign or otherwise transfer the rights obtained pursuant to this Agreement to any corporation or other entity, other than those specified in paragraph 8.1, only with the prior written consent of Lewis, which consent shall not be unreasonably withheld. In the event of such assignment or transfer, Bonneville shall provide Lewis with written notice of the assignment or transfer, together with a true copy of the instrument of assignment or transfer, not less than thirty (30) days prior to the intended date of execution.
- 8.3 This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties.

9. Bonneville Operations

Should there be Congressional or administrative action which will result in Bonneville ceasing all, or substantially all, of its then current activities, and without such activities being assumed by another federal agency, then in that event Lewis may request in writing that Bonneville remove the Fish Collection Facilities. Subject to then current regulatory requirements, Bonneville will promptly take all such actions necessary to remove the Fish Collection Facilities.

10. Other Matters

- 10.1 It is agreed by the Parties that this Agreement, and any and all activities conducted pursuant to this Agreement, are subject to and must comply with the provisions of the Bond Resolution and all licenses, permits and regulatory approvals pertaining to the Project.

- 10.2 Subsequent to the expiration of the PPA, Bonneville shall pay Lewis, at the rate or rates applicable to such service, for electric power provided by Lewis and used by Bonneville in conjunction with the Fish Collection Facilities.
- 10.3 Bonneville shall be liable for and shall reimburse Lewis for any damage or injury to the Project or persons arising out of the design, construction, operation, maintenance, repair, rebuild, upgrade or removal of the Fish Collection Facilities.
- 10.4 Nothing in this Agreement shall prohibit Lewis from seeking, through any appropriate regulatory or judicial entity with jurisdiction, a determination of and reimbursement from Bonneville subsequent to the expiration of the PPA for reduction in power generation at the Project due to the construction, operation and maintenance of the Fish Collection Facilities.
- 10.4 Nothing in this Agreement alters, modifies, amends or otherwise changes the rights, duties and obligations by and between the Parties as established in the PPA.

11. The Fish Collection Facilities and the FERC License

Bonneville agrees that it will not seek an amendment or reopening of the FERC License, nor seek or support any effort on behalf of others, to include the Fish Collection Facilities in the Project description as set forth in the FERC License.

12. Regulatory Approval

- 12.1 Promptly following execution of this Agreement, Lewis will submit the Agreement to FERC for review of the easement and right of entry provisions set forth in Sections 3 and 4.

14. Waivers

Except as otherwise provided herein or as agreed by the Parties, no provision of this Agreement may be waived except as documented or confirmed in writing. Any waiver at any time by a Party of its right with respect to a default under this Agreement, or with any other matter arising in connection therewith, shall not be deemed a waiver with respect to any subsequent default or matter. Either Party may waive any notice or agree to accept a shorter notice that specified in this Agreement. Such waiver of notice or acceptance of shorter notice by a Party at any time regarding a notice shall not be considered a waiver with respect to any subsequent notice required under this Agreement.

15. Right to Act

If Bonneville acts in any manner which is inconsistent with, or refrains from acting in a manner required by, the Bond Resolution or any final order (including appeals) of any court or regulatory agency having jurisdiction over any of the licenses, permits and regulatory approvals necessary for the planning, financing, construction, acquisition, operation and maintenance of the Project, or if any matter is in dispute between the Parties, then in that event Lewis shall have the right to take whatever action as is appropriate to assure compliance with the foregoing, including without limitation actions relating to the Fish Collection Facilities.

16. No Unspecified Third-Party Beneficiaries

There are no third-party beneficiaries of this Agreement. Nothing contained in this Agreement is intended to confer any right or interest on anyone other than the Parties, their respective successors, assigns and legal representatives.

17. Amendment

No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written amendment to this Agreement signed by both Parties.

18. Headings Not Binding

The headings and captions in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

19. Agreement of the Parties

This Agreement represents the entirety of the agreement between the Parties, and this Agreement supersedes any prior written or oral agreements between the Parties regarding the subject matter of this Agreement.

20. Interpretation of Agreement

The Parties agree that both Parties drafted this Agreement, and that if any ambiguities arise in the later interpretation of this Agreement, such ambiguities shall not be construed against either Party as the sole drafter of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By J.A. Johansen
Vice President, Generation Supply

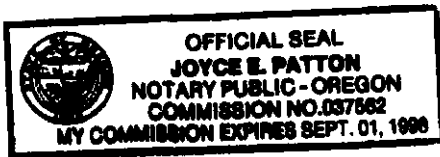
Name Judith A. Johansen
(Print/Type)

Date May 9, 1995

STATE OF OREGON)
)ss.
COUNTY OF MULTNOMAH)

I certify that I know or have satisfactory evidence that JUDITH JOHANSEN signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

SUBSCRIBED AND SWORN to before me this 9th day of June 1995.



PLEASE PRINT: Joyce E. Patton
Joyce E. Patton
NOTARY PUBLIC in and for the State of
Oregon, residing at Multnomah County
My commission expires: 9/1/98

PUBLIC UTILITY DISTRICT NO. 1
OF LEWIS COUNTY, WASHINGTON

By *Gary H. Kalich*
Name Gary H. Kalich
(Print/Type)
Title Manager
Date June 12, 1995

STATE OF WASHINGTON)
)ss.
COUNTY OF LEWIS)

I certify that I know or have satisfactory evidence that GARY KALICH signed this instrument and acknowledged it to be ^{his} free and voluntary act for the uses and purposes mentioned in this instrument.

SUBSCRIBED AND SWORN to before me this 12th day of June, 1995.

PLEASE PRINT: Catherine R. Bloomfield
NOTARY PUBLIC in and for the State of
Washington, residing at Chehalis
My commission expires: 8-17-95

Exhibit A, Page 1 of 1
Contract No. DE-MS79-95BP94818
Public Utility District No. 1 of
Lewis County, Washington

**DESCRIPTION OF
PROJECT LANDS
SUBJECT TO EASEMENT
AND RIGHT OF ENTRY**

That portion of the Cowlitz Falls Project located in Section 6, Township 11 North, Range 1 East and lying north of the south bank of the Cowlitz River.

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

Branch of Land

TO: Land Register Clerk

Date April 5, 1968

This case has been closed. Please make appropriate entries in the Land Register, Land Grant Register, and statistical records. Then forward to the Land Files, Branch of Land.

Tract number: Mr-C-38A; -39A; -85A

County and State: Lewis County, Washington

Grantor: Lewis County PUD

Grantee: Bonneville Power Administration

Contract number: # 14-03-79258

Date of instrument: April 1, 1968

Rights or privileges conveyed: For three power line crossings by our Mossyrock-Chehalis No. 1 230 kv transmission line.

15 X . 38A
16 X - 39A
24 X - 85A



Conveyances examiner

TO: Land Files, Branch of Land

The Branch of Land has completed work on the above case. Please prepare

1. Index cards (s)
2. Permanent folder (s)
3. Cross references, as necessary.



Land Register Clerk

CROSSING AGREEMENT

THIS AGREEMENT made this 1st day of April,
1968, by and between LEWIS COUNTY PUD

a municipal corporation (hereinafter referred to as "the District"), and the UNITED STATES OF AMERICA, Department of the Interior, acting through the Bonneville Power Administrator (hereinafter referred to as "the United States"),

W I T N E S S E T H :

1. The District, in consideration of the covenants and agreements hereinafter contained, does hereby grant unto the United States and its assigns, the right to construct, maintain, and operate one or more electric power transmission lines and such other wires, lines, and circuits as may be necessary for the efficient operation and maintenance of said electric power transmission lines over and across the right of way of the District's electric power transmission lines at the location(s) described as follows:

The centerline of the Bonneville Power Administration transmission line crosses tracts:

- Mr-C-38A - A power line crossing at BPA survey station 679+92 in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 31, Township 13 North, Range 1 East, Willamette Meridian, Lewis County, Washington, as shown on Drawing No. 145509 DTM-D.
- Mr-C-39A - A power line crossing at BPA survey station 666+25.1 in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 31, Township 13 North, Range 1 East, Willamette Meridian, Lewis County, Washington, as shown on Drawing No. 145510 DTM-D.
- Mr-C-85A - A power line crossing at BPA survey station 205+30 in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34, Township 13 North, Range 2 West, Willamette Meridian, Lewis County, Washington, as shown on Drawing No. 145518 DTM-D.

The exact location and manner of construction of the United States electric power transmission lines, together with a more particular description and explanation thereof, are set forth in the drawing(s) marked Exhibit(s) A, B & C, attached hereto and by this reference made a part hereof; provided, however, that whenever the United States desires to construct at any of the above-described location(s) any additional lines not shown on the attached exhibit(s), it shall first submit drawings showing the type, manner and location of the proposed construction, and no construction shall be commenced unless and until the District has approved the plan submitted.

2. The foregoing agreement is made subject to the following conditions, to-wit:

- a. That all construction, operation, maintenance and alteration of the electric power transmission lines of the United States shall be done in accordance with applicable state laws and in conformance with the latest current revision of the National Electrical Safety Code, Handbook Series of the United States Bureau of Standards; provided, however, that such lines shall be constructed, operated, maintained and altered by the United States in such a way as will not interfere with the use of said right of way by the District.
- b. The District shall have the right at any and all times to determine whether the manner of construction, maintenance or renewal of the electric power transmission lines of the United States, or their appurtenances, conforms to the foregoing requirements, and if the District shall in any case determine that the manner of construction, maintenance or renewal does not so conform, it may notify the United States in writing to make such changes as the District may deem necessary to make such construction, maintenance or renewal conform to the foregoing requirements. If the United States shall, for a period of thirty days after receipt of such notice, fail to make such changes as may be required by the District, the District may, if it so elects, terminate this agreement forthwith.
- c. All costs of construction, maintenance, repair, alteration and removal of the electric power transmission lines of the United States, and appurtenances, shall be paid by the United States.

- d. If the District shall incur any necessary expense by reason of the construction, operation, maintenance or presence of said electric transmission lines, the United States will pay to the District, the actual amount expended by the District upon the presentation of properly executed vouchers therefor. Provided, however, that no such payment will be made unless prior to the incurring of any such expense by the District, the Bonneville Power Administrator shall have approved the necessity and amount thereof in writing; provided further, that if in an emergency it becomes necessary for the District to incur such expenses without having first obtained the approval of the Bonneville Power Administrator, the United States shall not be required to make any payment therefor unless the sum expended shall be approved by him.
- e. Any and all damage or injury necessarily done to the District's right of way or facilities or any property lawfully upon said right of way, in the construction, operation, maintenance, repair or renewal of the United States electric power transmission lines, shall be immediately repaired or reconstructed by the United States under the supervision and to the satisfaction of the District.

3. If the United States shall at any time cease to maintain its electric power transmission line at any of the above-described locations, the United States will remove its improvements from such location and restore the premises of the District to their former state, whereupon all rights and privileges of the United States under and by virtue of this agreement shall forthwith automatically cease and terminate.

4. The United States assumes all risk of loss, damage or destruction to its electric power transmission lines, supporting towers and appurtenances that may be caused in any manner by the construction, maintenance and operation of the electric power transmission lines of the District, unless such loss, damage, or destruction is caused by the negligence of the District or its employees or agents.

5. All expenditures to be made by the United States under the provisions of this agreement shall be subject to appropriations being available for the purpose.

6. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this contract if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

LEWIS COUNTY PUD

By *R Perkins*

Attest *[Signature]*

UNITED STATES OF AMERICA,
Department of the Interior
Acting through the
Bonneville Power Administrator

By *Max L. McMillin*

**Max L. McMillin
Head, Title Section
Branch of Land**

SE'S 31 & 32 T13N R1E WM
LEWIS COUNTY, WASHINGTON

Mr-C-35A
LEWIS COUNTY RD
(J R LEONARD RD)
40' R/W
E STA 707+33.8

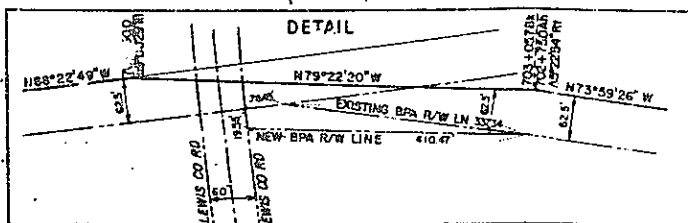
Mr-C-36A
LEWIS COUNTY ROAD
(GISH RD)
40' R/W
E STA 703+98.5

Mr-C-38A
LEWIS COUNTY PUD
(7.2 KV POWER LINE)
STA 675+192.0

Mr-C-37
JOHN DOW ET UX
PART OF NE/4SE/4 SEC 31
E 0'
3.0 ACRES
STA 695+310 TO OPP STA 707+080

Mr-C-38
HARRY SMOOTS ET UX
PART OF NW/4SE/4 & PART OF NE/4SW/4 SEC 31
E 0'
4.6 ACRES
OPP STA 673+27.6 TO OPP STA 695+309

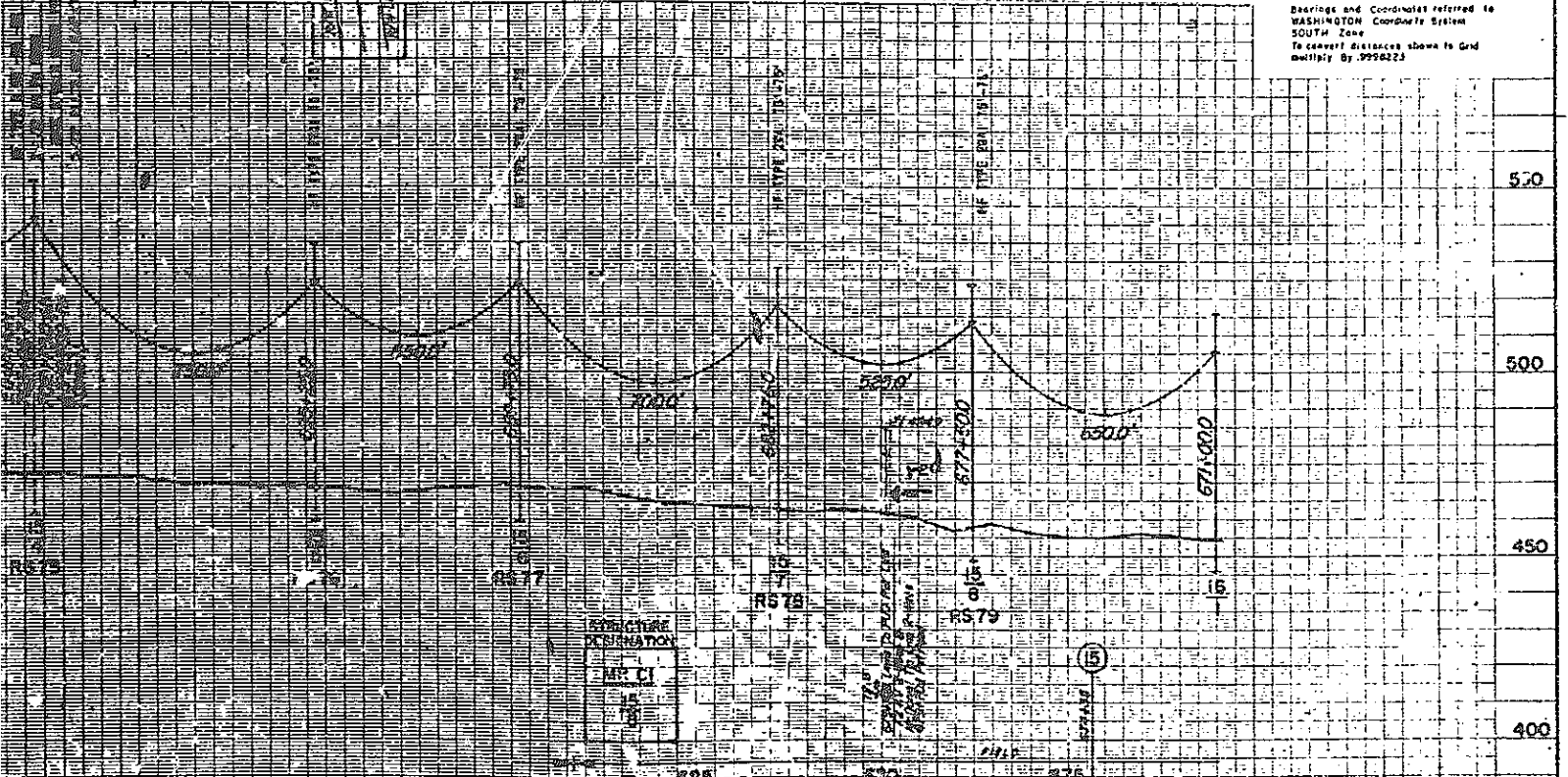
CM-AR-9
CM-AR-B



NOTE: STATIONING OF PLAN PORTION IS ALONG SURVEY LINE.
STATIONING OF PROFILE PORTION IS ALONG MISSISSIPPI-
CHEHALIS LINE.

HORIZONTAL SCALE
1" = 100'
VERTICAL SCALE
1" = 50'

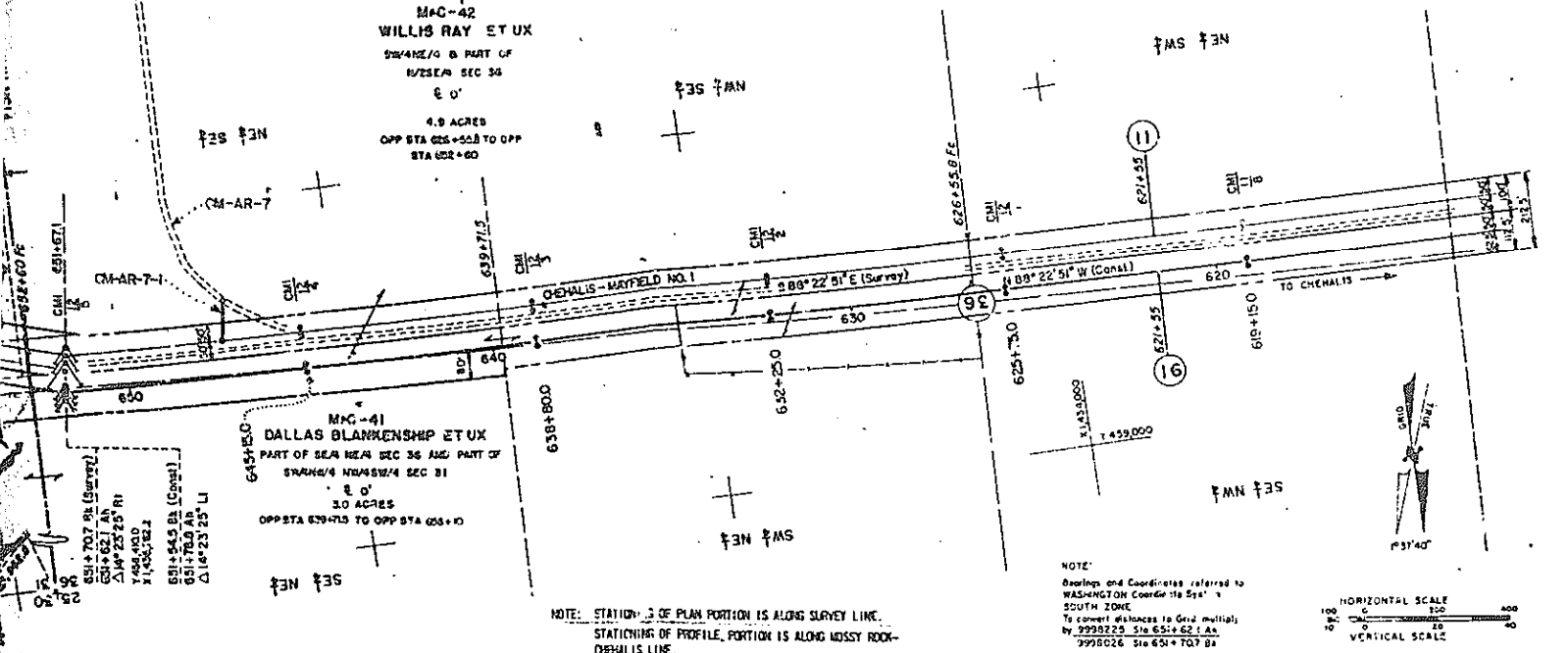
NOTE:
Bearings and Coordinates referred to
WASHINGTON Coordinate System
SOUTH Zone
To convert Distances shown to Grid
Multiply By .9998223



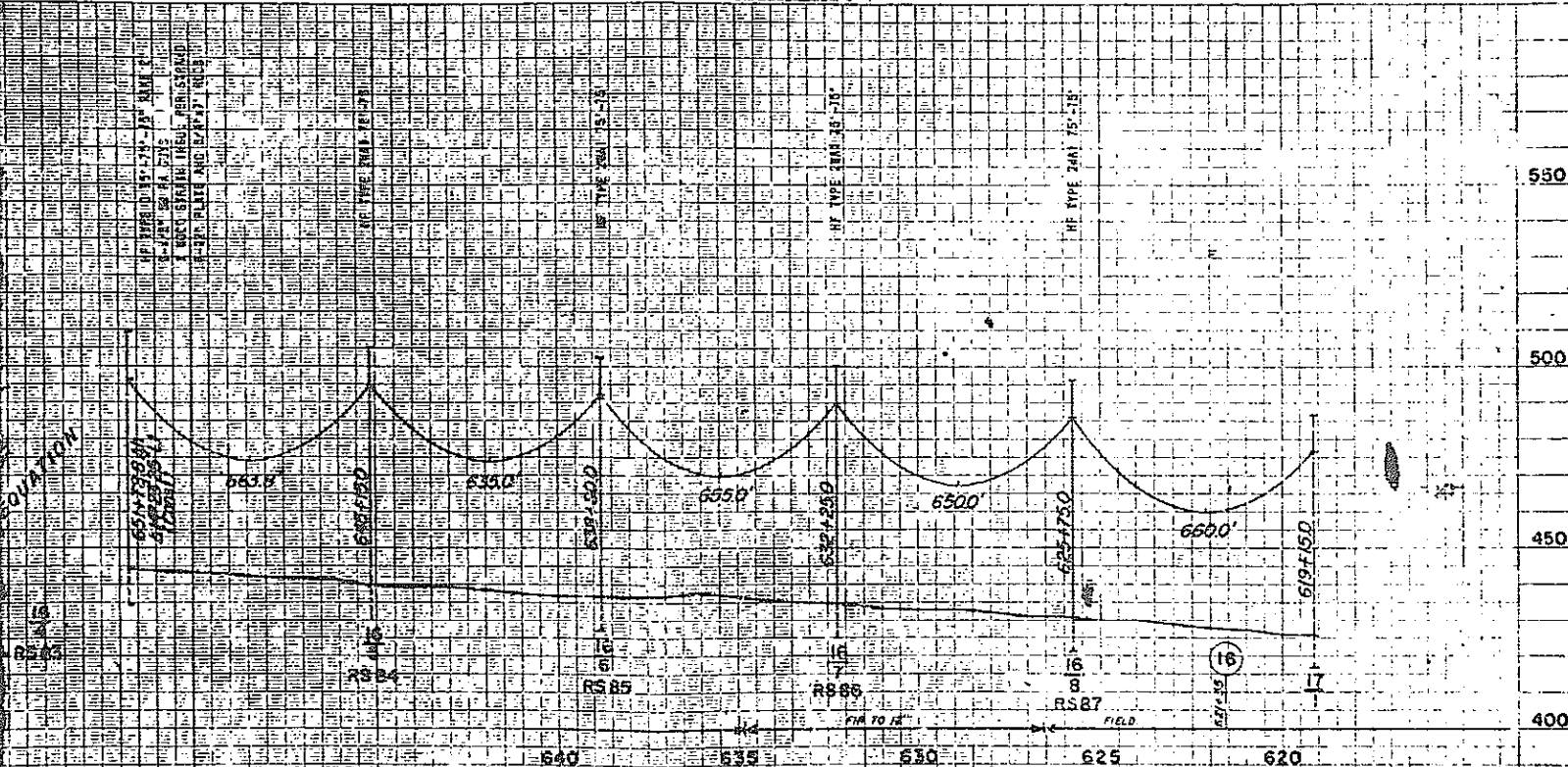
| | | | |
|---|----------|---|----------|
| The S.A. facts: curve shown is that used for determining tower locations From USC B 63 Cont. NARCISSEUS MET 8000 at 1/2" ICE | | UNITED STATES DEPARTMENT OF THE INTERIOR BONNEVILLE POWER ADMINISTRATION HEADQUARTERS, PORTLAND, OREGON | |
| EXHIBIT A | | MOSSYROCK - CHEHALIS NO. 1 230 KV TRANSMISSION LINE MILE 15 FROM MOSSYROCK | |
| NO. | REVISION | DATE | APPROVED |
| | | | |
| | | REFERENCES BY SYMBOL | |
| | | INSURANCE BY S.E. | |
| | | 123 | |
| | | APPROVED BY: [Signature] | |
| | | DATE: 4-1-57 | |
| | | NO. 145509 - DT&C-521-91 | |

4/1/68 K# 79258

SECS 31 & 36 T13N R1W & R2E WM
LEWIS COUNTY, WASHINGTON



NOTE: STATIONING OF PLAN PORTION IS ALONG SURVEY LINE.
STATIONING OF PROFILE, PORTION IS ALONG MOSSY ROCK -
CHEHALIS LINE.



| STRUCTURE DESIGNATION | |
|-----------------------|----|
| MR | 16 |
| | 8 |

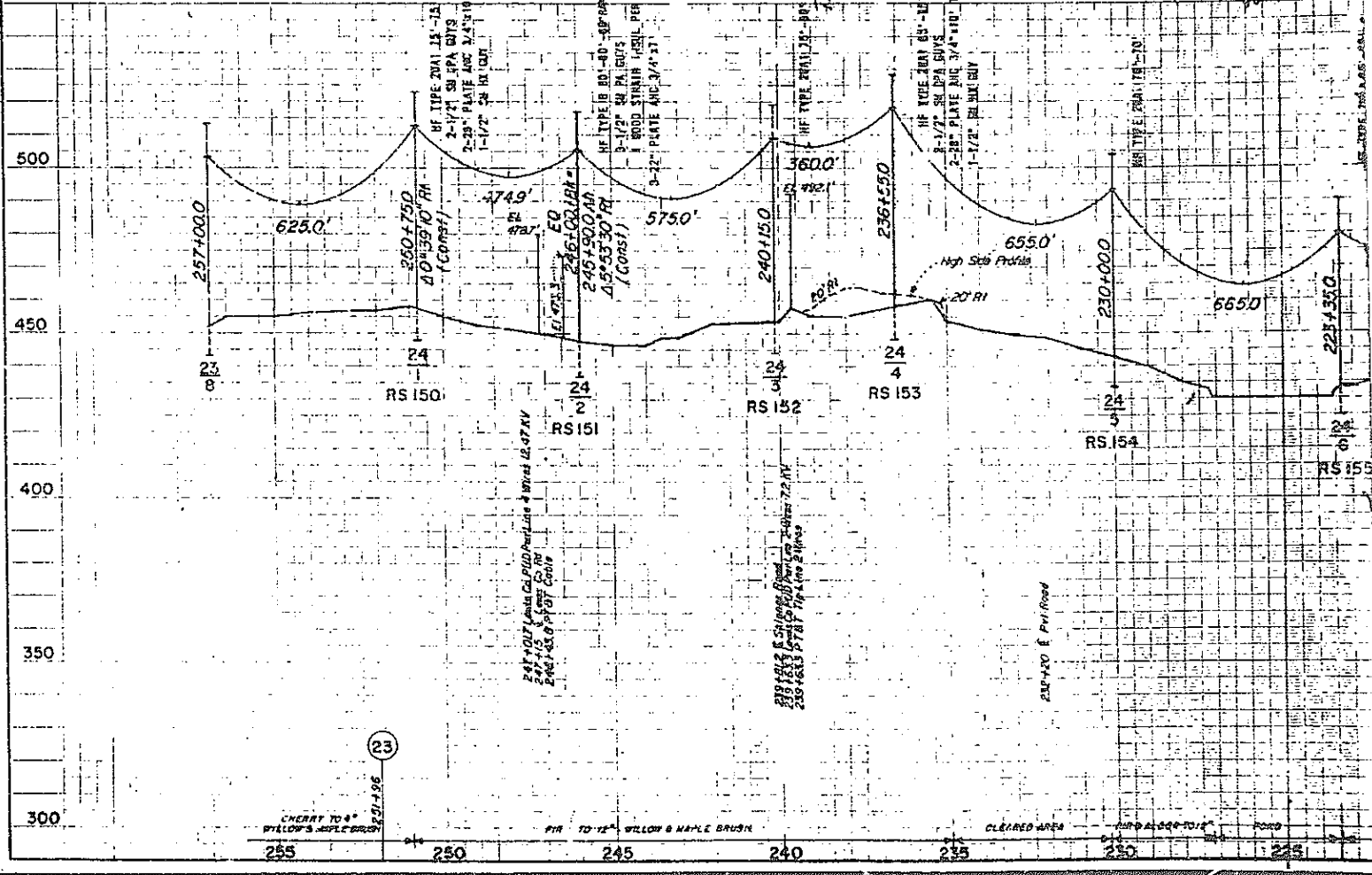
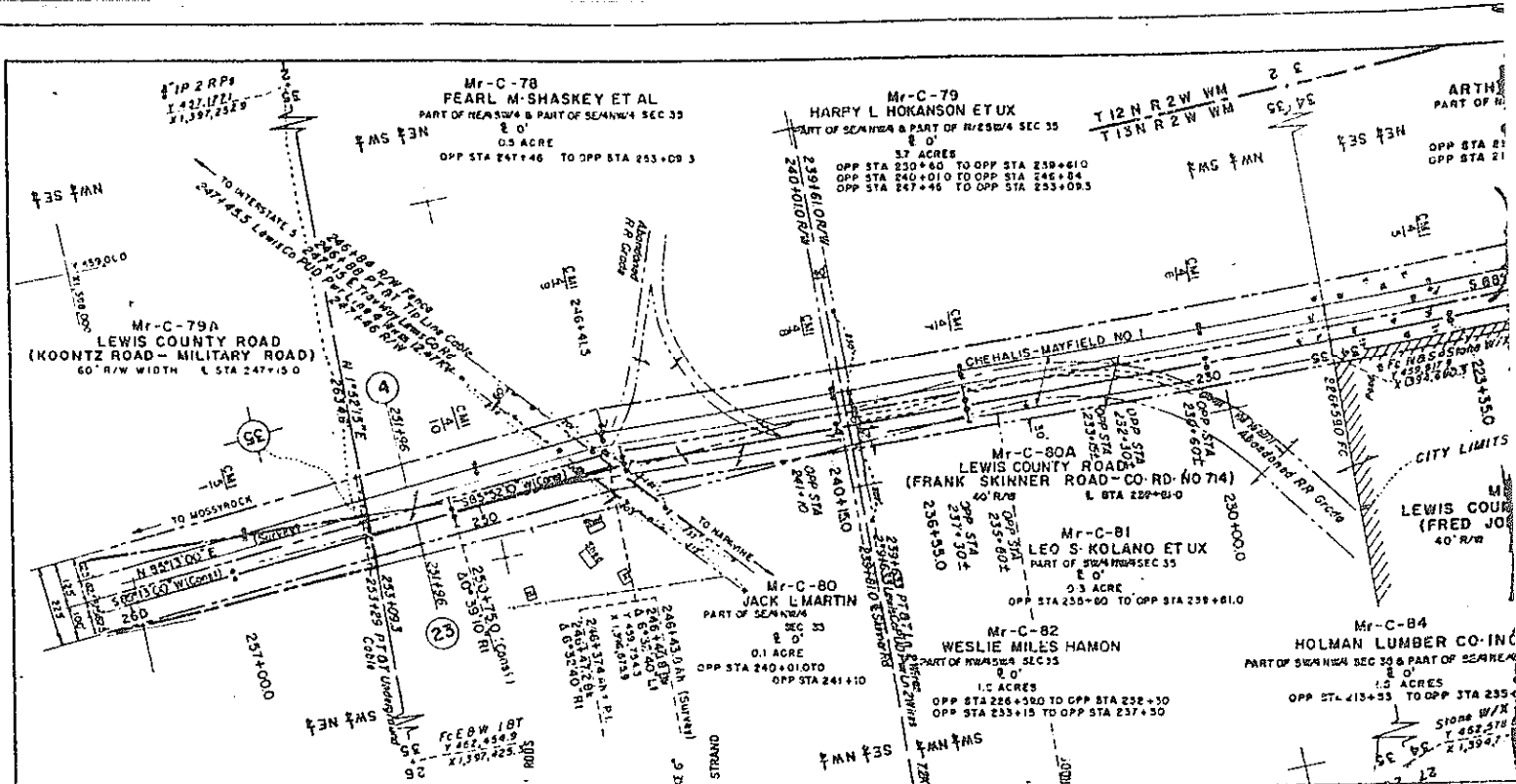
The conductor curve shown is that used for determining tower locations
Data: USCS 85 Const. HARCISSEUS MWT 8000 of 1/2" ICE
INSULATORS: M & S

EXHIBIT B

REVISION DATE APPROVED

| | |
|---|-----------------|
| UNITED STATES DEPARTMENT OF THE INTERIOR BONNEVILLE POWER ADMINISTRATION HEADQUARTERS, PORTLAND, OREGON | |
| MOSSYROCK - CHEHALIS NO. 1 230 KV TRANSMISSION LINE MILE 16 FROM MOSSYROCK | |
| DATE: 4-1-67 | BY: [Signature] |
| 145510 | DTM-D |

4/1/67 K-7-258



CROSSING AGREEMENT

THIS AGREEMENT made this 25th day of October,
1968, by and between LEWIS COUNTY PUD

a municipal corporation (hereinafter referred to as "the District"), and the UNITED STATES OF AMERICA, Department of the Interior, acting through the Bonneville Power Administrator (hereinafter referred to as "the United States"),

W I T N E S S E T H :

1. The District, in consideration of the covenants and agreements hereinafter contained, does hereby grant unto the United States and its assigns, the right to construct, maintain, and operate one or more electric power transmission lines and such other wires, lines, and circuits as may be necessary for the efficient operation and maintenance of said electric power transmission lines over and across the right of way of the District's electric power transmission lines at the location(s) described as follows:

The centerline of the Bonneville Power Administration transmission line crosses tracts:

- PA-22A - A power line crossing at BPA survey station 510+24.5 in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 24, Township 14 North, Range 2 West, Willamette Meridian, Lewis County, Washington, as shown on BPA Drawings, serial Nos. 147907A DTM-D & 147907 DTM-D.
- PA-26C - A power line crossing at BPA survey station 276+83.0 in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, Township 13 North, Range 2 West, Willamette Meridian, Lewis County, Washington, as shown on BPA Drawing, serial No. 147911 DTM-D.
- PA-27D - A power line crossing at BPA survey station 258+38.0 in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, Township 13 North, Range 2 West, Willamette Meridian, Lewis County, Washington, as shown on BPA Drawing, serial No. 147912 DTM-D.
- PA-31C - A power line crossing at BPA survey station 6+44.8 in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31, Township 13 North, Range 2 West, Willamette Meridian, Lewis County, Washington, as shown on BPA Drawings, serial Nos. 147916A DTM-D & 147916 DTM-D.
- PA-34B - A power line crossing at BPA survey station 134+40 in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18, Township 12 North, Range 2 West, Willamette Meridian, Lewis County, Washington, as shown on BPA Drawing, serial No. 147919 DTM-D.
- PA-37B - A power line crossing at BPA survey station 284+06.3 in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 31, Township 12 North, Range 2 West, Willamette Meridian, Lewis County, Washington, as shown on BPA Drawing, serial No. 147922 DTM-D.

The exact location and manner of construction of the United States electric power transmission lines, together with a more particular description and explanation thereof, are set forth in the drawing(s) marked Exhibit(s) A, B, C, D, E, F, G & H, attached hereto and by this reference made a part hereof; provided, however, that whenever the United States desires to construct at any of the above-described location(s) any additional lines not shown on the attached exhibit(s), it shall first submit drawings showing the type, manner and location of the proposed construction, and no construction shall be commenced unless and until the District has approved the plan submitted.

2. The foregoing agreement is made subject to the following conditions, to-wit:

- a. That all construction, operation, maintenance and alteration of the electric power transmission lines of the United States shall be done in accordance with applicable state laws and in conformance with the latest current revision of the National Electrical Safety Code, Handbook Series of the United States Bureau of Standards; provided, however, that such lines shall be constructed, operated, maintained and altered by the United States in such a way as will not interfere with the use of said right of way by the District;
- b. The District shall have the right at any and all times to determine whether the manner of construction, maintenance or renewal of the electric power transmission lines of the United States, or their appurtenances, conforms to the foregoing requirements, and if the District shall in any case determine that the manner of construction, maintenance or renewal does not so conform, it may notify the United States in writing to make such changes as the District may deem necessary to make such construction, maintenance or renewal conform to the foregoing requirements. If the United States shall, for a period of thirty days after receipt of such notice, fail to make such changes as may be required by the District, the District may, if it so elects, terminate this agreement forthwith.
- c. All costs of construction, maintenance, repair, alteration and removal of the electric power transmission lines of the United States, and appurtenances, shall be paid by the United States.

2084

10/25/68

K#82899

d. If the District shall incur any necessary expense by reason of the construction, operation, maintenance or presence of said electric transmission lines, the United States will pay to the District, the actual amount expended by the District upon the presentation of properly executed vouchers therefor. Provided, however, that no such payment will be made unless prior to the incurring of any such expense by the District, the Bonneville Power Administrator shall have approved the necessity and amount thereof in writing; provided further, that if in an emergency it becomes necessary for the District to incur such expenses without having first obtained the approval of the Bonneville Power Administrator, the United States shall not be required to make any payment therefor unless the sum expended shall be approved by him.

e. Any and all damage or injury necessarily done to the District's right of way or facilities or any property lawfully upon said right of way, in the construction, operation, maintenance, repair or renewal of the United States electric power transmission lines, shall be immediately repaired or reconstructed by the United States under the supervision and to the satisfaction of the District.

3. If the United States shall at any time cease to maintain its electric power transmission line at any of the above-described locations, the United States will remove its improvements from such location and restore the premises of the District to their former state, whereupon all rights and privileges of the United States under and by virtue of this agreement shall forthwith automatically cease and terminate.

4. The United States assumes all risk of loss, damage or destruction to its electric power transmission lines, supporting towers and appurtenances that may be caused in any manner by the construction, maintenance and operation of the electric power transmission lines of the District, unless such loss, damage, or destruction is caused by the negligence of the District or its employees or agents.

5. All expenditures to be made by the United States under the provisions of this agreement shall be subject to appropriations being available for the purpose.

30F4

10/25/68

K# 82899

6. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this contract if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

LEWIS COUNTY PUD

By *R. Perkins*
President

Attest *[Signature]*
Secretary

UNITED STATES OF AMERICA,
Department of the Interior
Acting through the
Bonneville Power Administrator

By *Max L. McMillin*
Max L. McMillin
Head, Title Section
Branch of Land

550
500
450
400
350
300
250
200

534+50
516
8500'
565+00.0
C° 21' (R) (Const.)
18.12
FH 36
2000 0
505+00
7
2
350
505+00
1370'
FH 37 595
500

SC TYPE BR4 80" BODY
40"-17.5"-10"-25" EXT
BRILLIANT FOOTINGS
EARTH

SC TYPE BR4 60" BODY
12"-27.5"-25"-30" EXT
BRILLIANT FOOTINGS
EARTH

510+24.5 Lewis Co. PUD, Proj. Ltr. 72(R), SW
710+00.0 Lewis Co. Proj. No. 642
509+38.9 Lewis Co. PUD, Proj. Ltr. 72(R), SW
509+29.9 E. Lewis Co. Proj. No. 518 (M. Fred Metz Road)

red line

High Side Profile

6
527+97

525

520

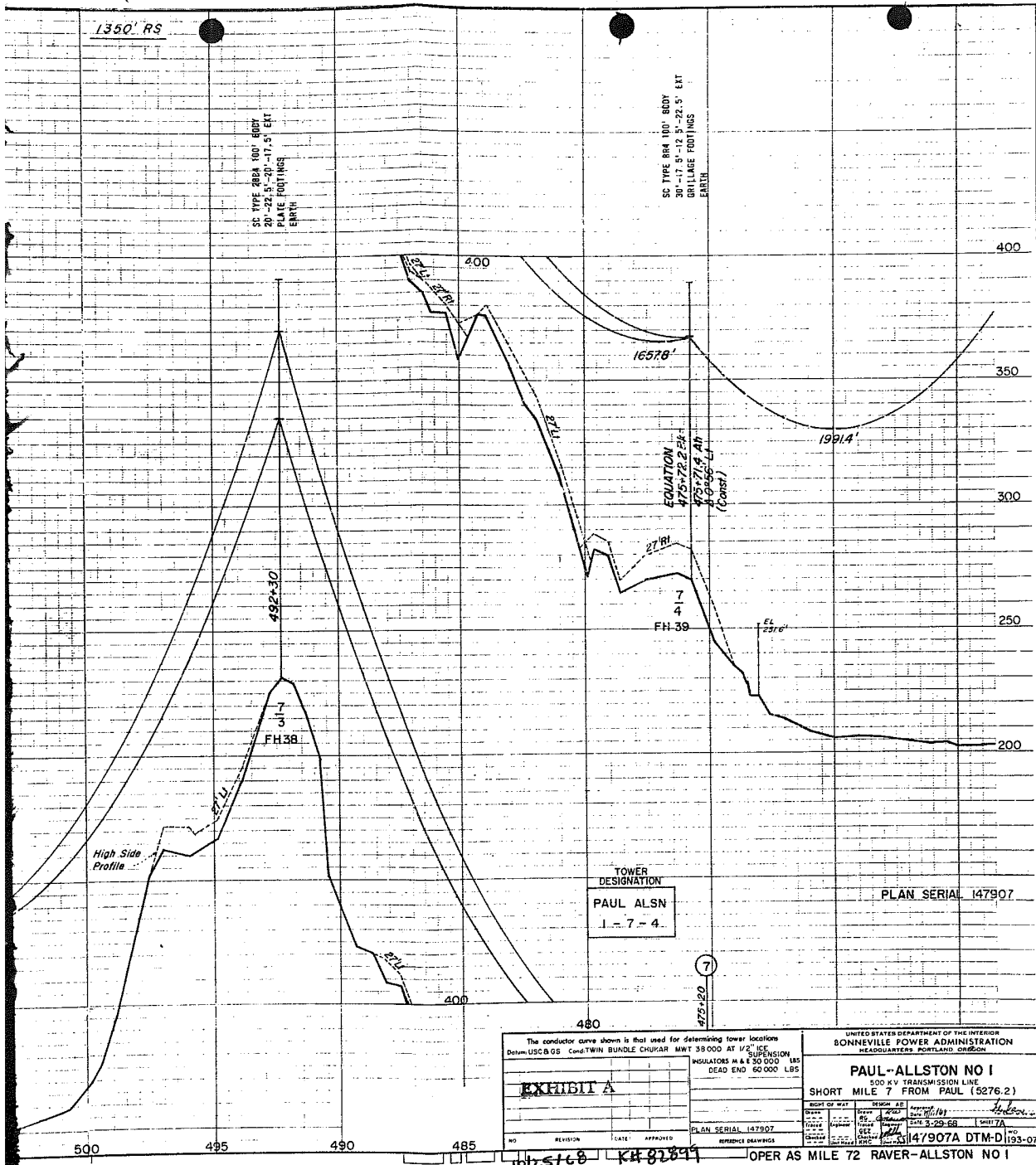
515

510

505

500

17



The conductor curve shown is that used for determining tower locations
Datum: USCGS Cond. TWIN BUNDLE CHUKAR MWT 38 000 AT 1/2" ICE SUSPENSION
INSULATORS M & E 30 000 LBS
DEAD END 60 000 LBS

EXHIBIT A

| | | | |
|-----|----------|------|----------|
| NO. | REVISION | DATE | APPROVED |
| | | | |

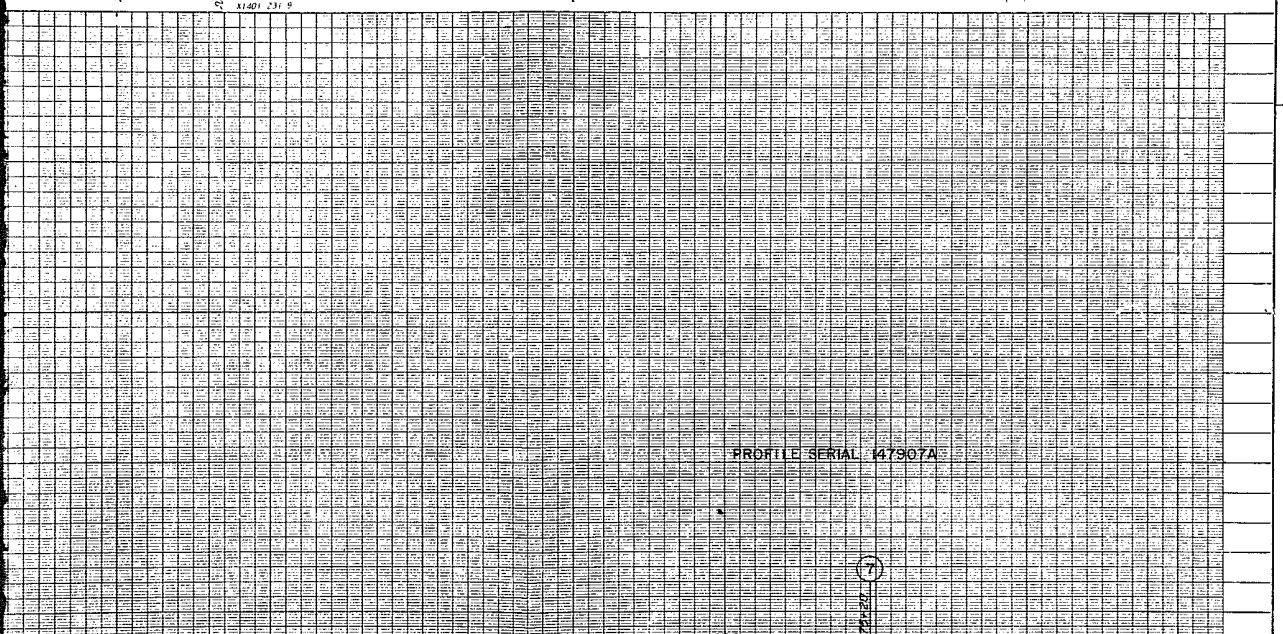
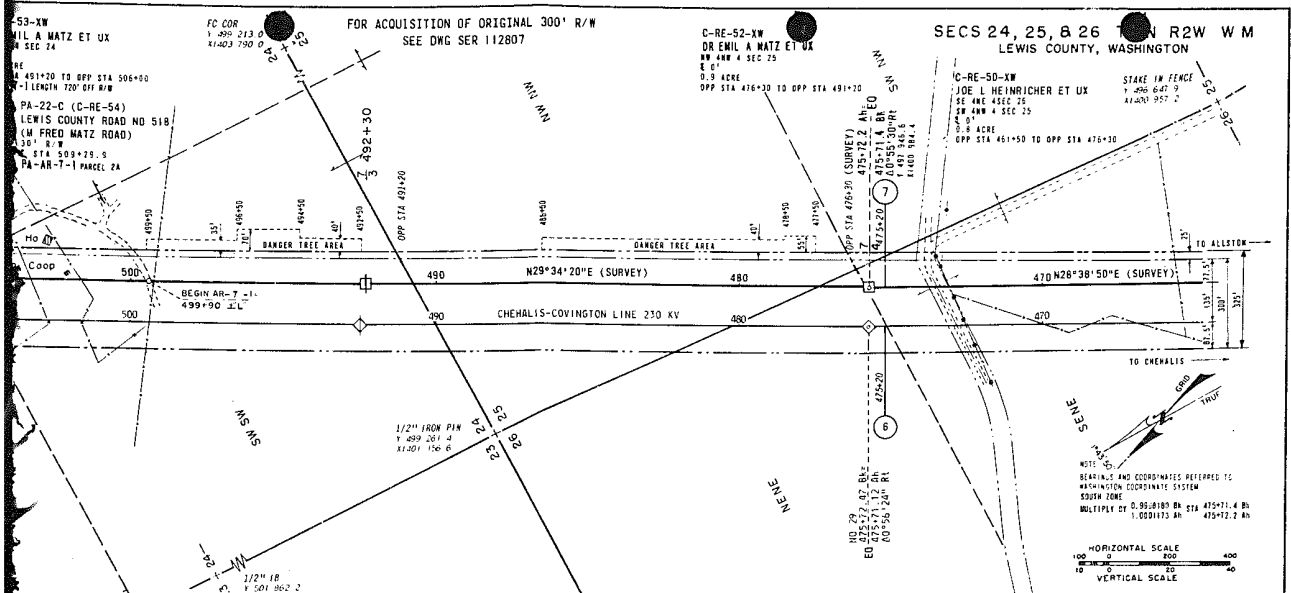
PLAN SERIAL 147907

UNITED STATES DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
HEADQUARTERS PORTLAND OREGON

PAUL-ALLSTON NO 1
500 KV TRANSMISSION LINE
SHORT MILE 7 FROM PAUL (5276.2)

| | | |
|------|--------|----------|
| DATE | DESIGN | APPROVED |
| DATE | DATE | DATE |
| DATE | DATE | DATE |
| DATE | DATE | DATE |

10/25/68 KH 8289 OPER AS MILE 72 RAVEN-ALLSTON NO 1



PROFILE SERIAL 147907A

The conductor curve shown is that used for determining tower locations
 Data: USCA65 Card

| | | | | | |
|---------------------------|--|------------------|--|------------------------|--|
| EXHIBIT B | | INSULATORS W & E | | 185 | |
| 2 ADD AM-7162 CHSD PA-228 | | TOWERS ADDED | | PROFILE SERIAL 147907A | |
| NO. REVISION | | DATE | | REFERENCE DESIGNS | |
| 10/25/68 | | K# 82849 | | 147907 DTM-0 | |

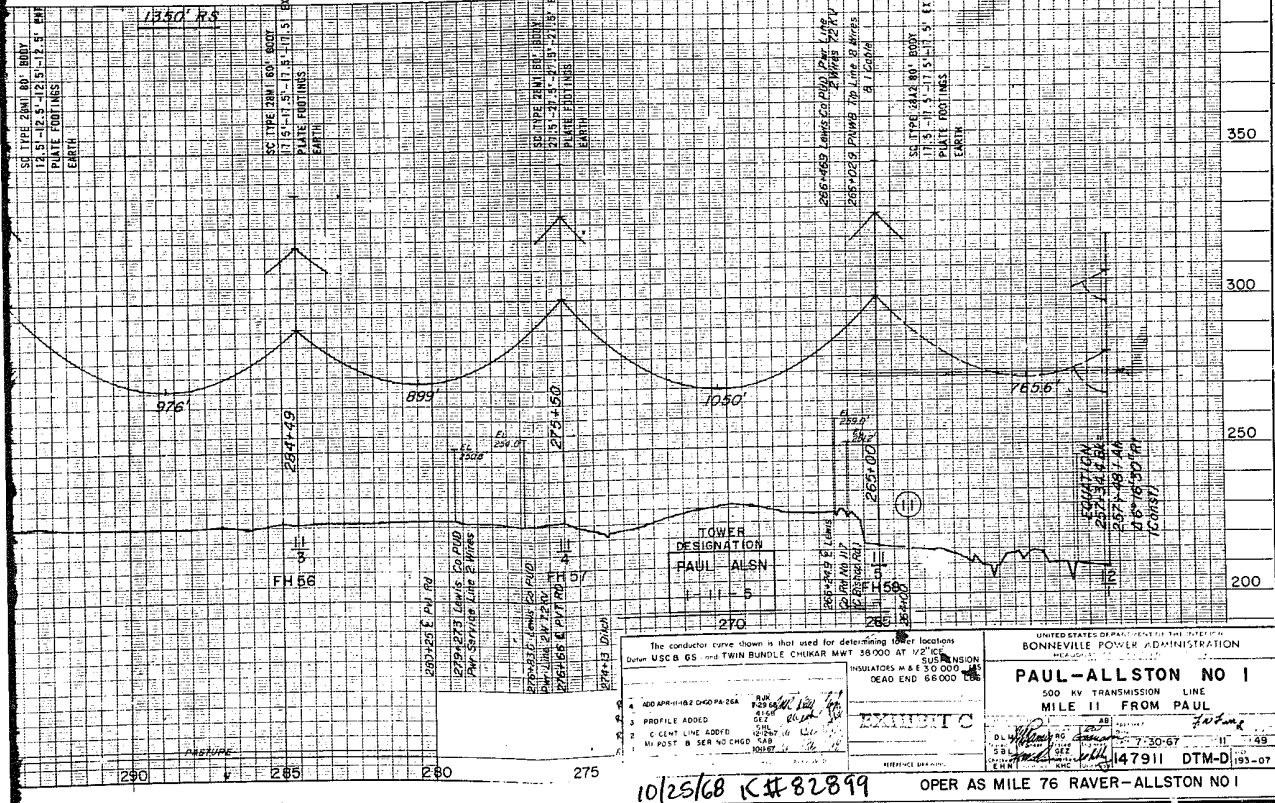
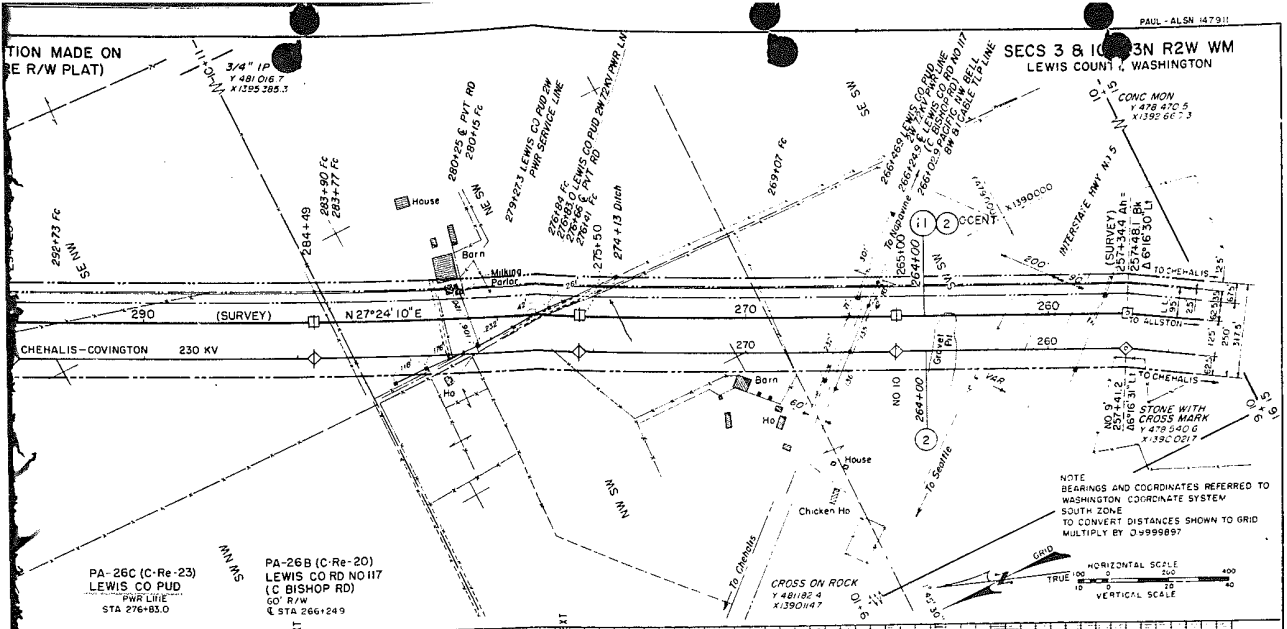
UNITED STATES DEPARTMENT OF THE INTERIOR
 BONNEVILLE POWER ADMINISTRATION
 HEADQUARTERS PORTLAND OREGON

PAUL-ALLSTON NO 1
 500 KV TRANSMISSION LINE
 SHORT MILE 7 FROM PAUL (5276.2)

| | | | | |
|----------|-------------|---------|----------|---------|
| DATE | DESIGNER | SCALE | DATE | SCALE |
| 10/25/68 | W. L. BROWN | 1"=100' | 10/25/68 | 1"=100' |
| NO. | REVISION | DATE | BY | SCALE |
| 1 | AS SHOWN | | | |

147907 DTM-0 63-07

OPER AS MILE 72 RAVER-ALLSTON NO 1



The conductor come down is that used for determining tower locations
Dunbar USC B. 65 1/2" TWIN BUNDLE CHUKAR MWT 38000 AT 1/2" 16

INSULATORS M & E 300 000
DEAG END 66000 166

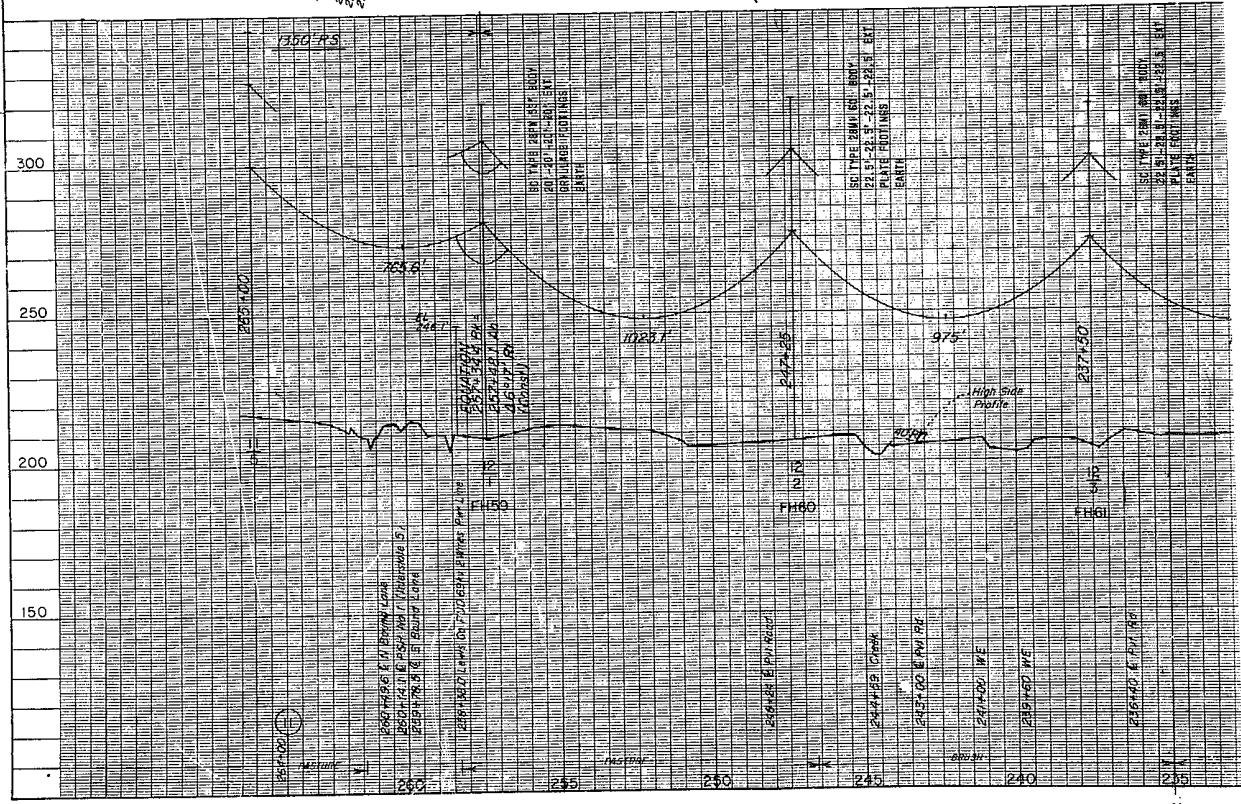
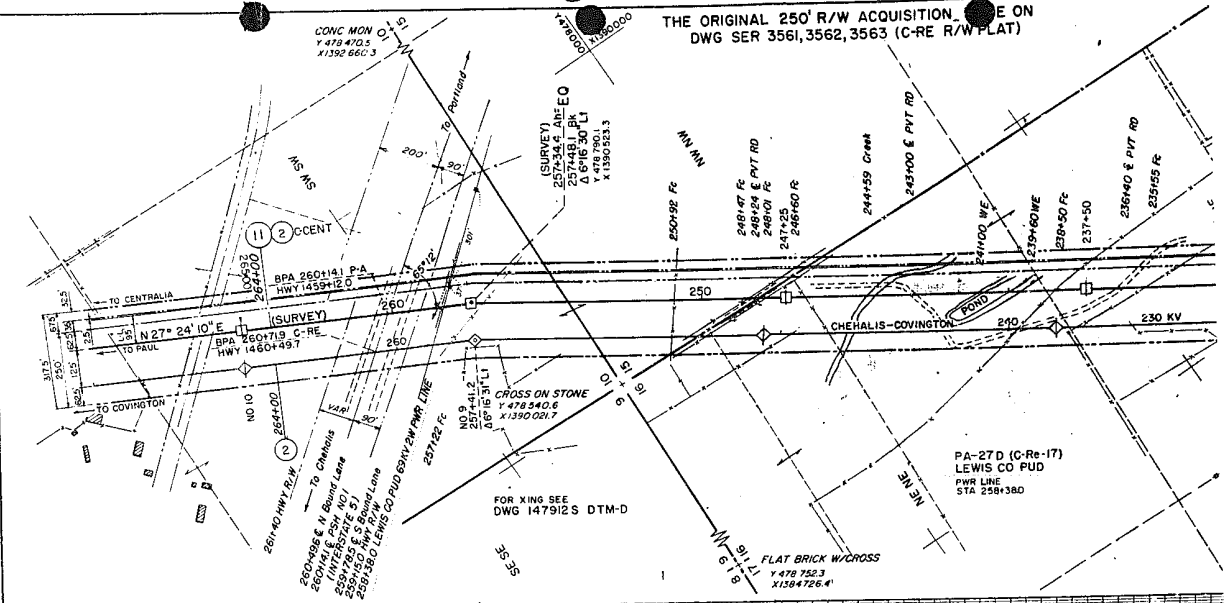
4 ADD APR-11-62 OK'D PA-26A
1 PROFILE ADDED
2 C CENT LINE ADDED
3 MI POST B SER NO CHGD

DATE: 10/25/68
BY: [Signature]

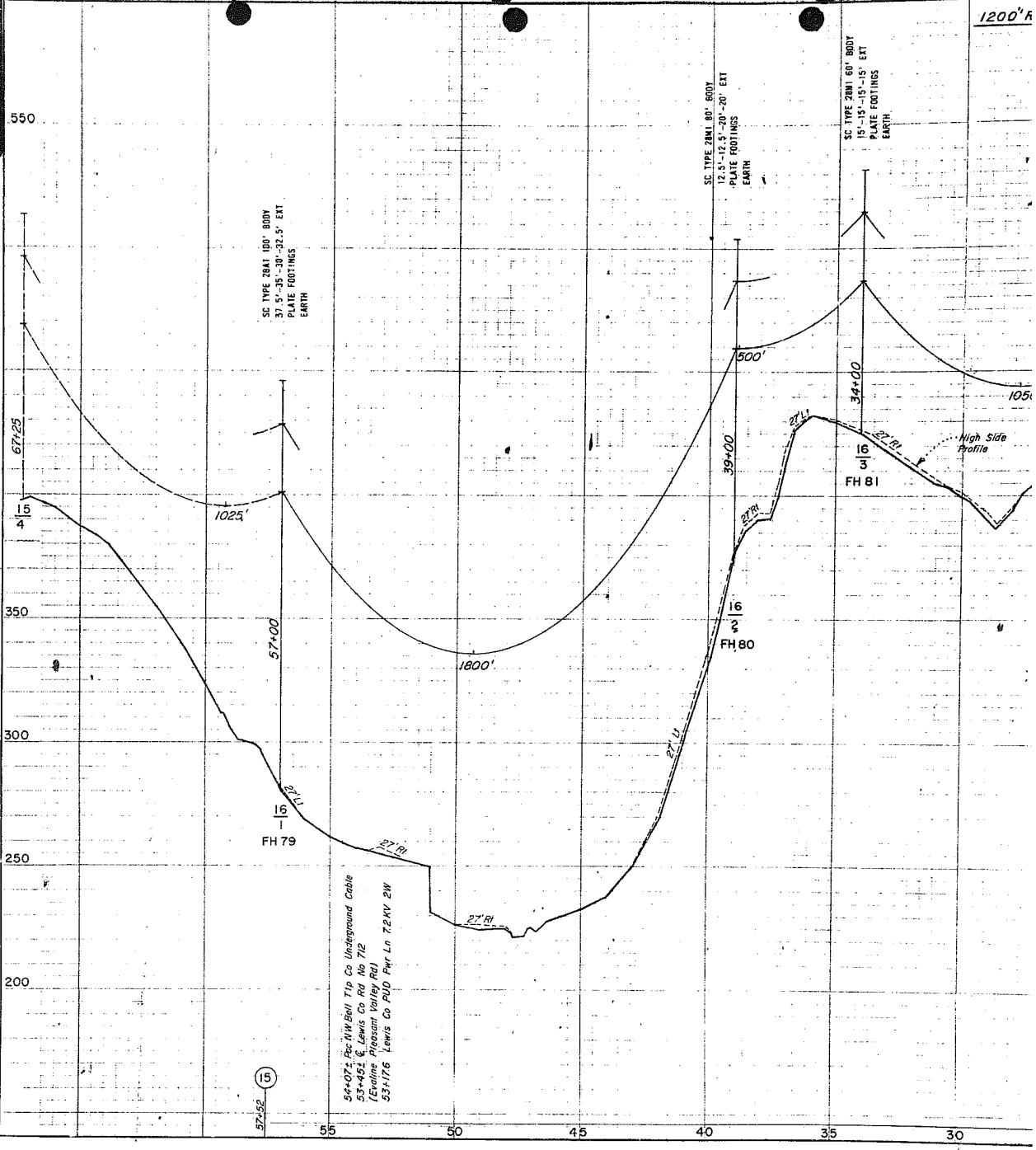
DATE: 10/25/68
BY: [Signature]

147911 DTM-D-193-07

THE ORIGINAL 250' R/W ACQUISITION... E ON
 DWG SER 3561, 3562, 3563 (C-RE R/W PLAT)



9



SC TYPE 28A1 100' BODY
37' 5" x 35' 30" x 32.5' EXT
PLATE FOOTINGS
EARTH

SC TYPE 28M1 80' BODY
12' 5" x 12' 5" x 20' x 20' EXT
PLATE FOOTINGS
EARTH

SC TYPE 28M1 60' BODY
9' 5" x 15' 15" x 15' EXT
PLATE FOOTINGS
EARTH

54-072 Re: W. Bell Tip Co. Underground Cable
53-402 E. Lewis Co. Rd. No. 712
(Enville Pleasant Valley Rd.)
53-176 Lewis Co. P.O. Per Ln 7.2.RV 2W

57+02 (15)

1200'R

550

350

300

250

200

55

50

45

40

35

30

67+25

15

4

1025'

57+00

16
FH 79

1800'

16
FH 80

1500'

39+00

16
FH 81

34+00

1050'

High Side Profile

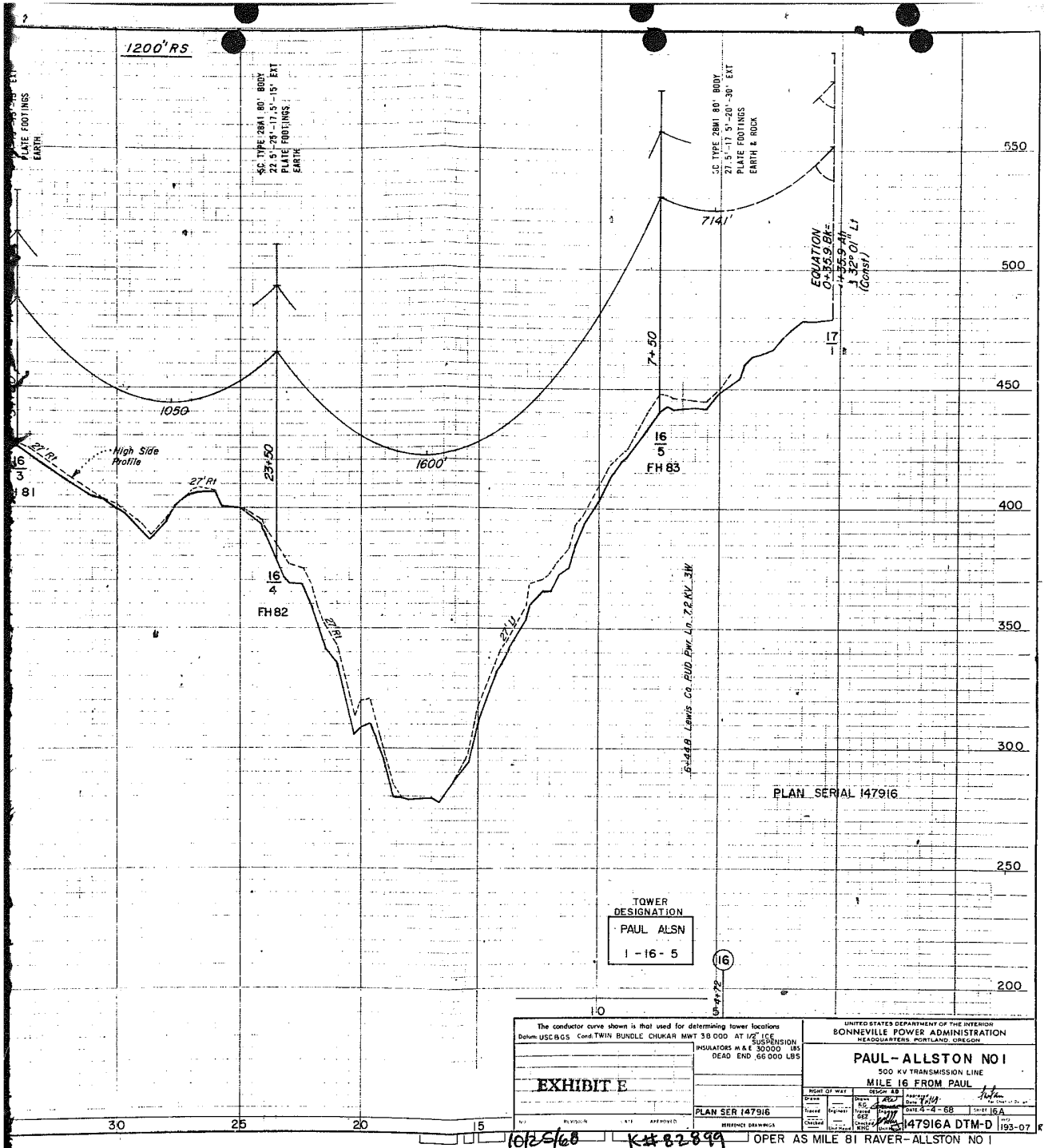
27° L

27° R

27° L

27° R

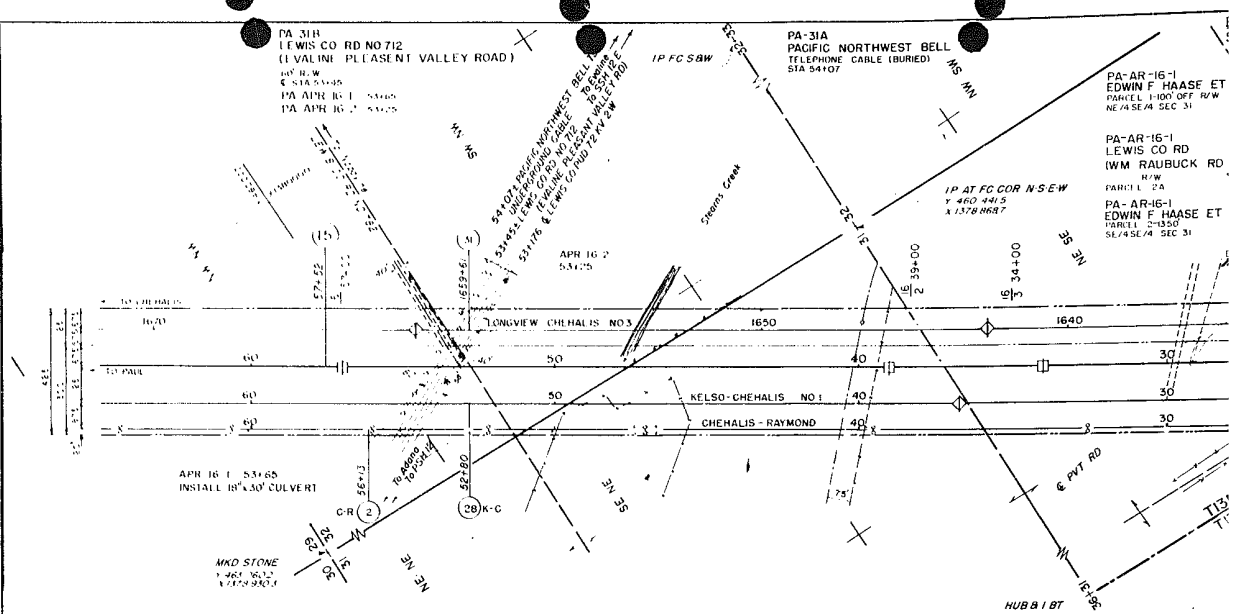
27° R



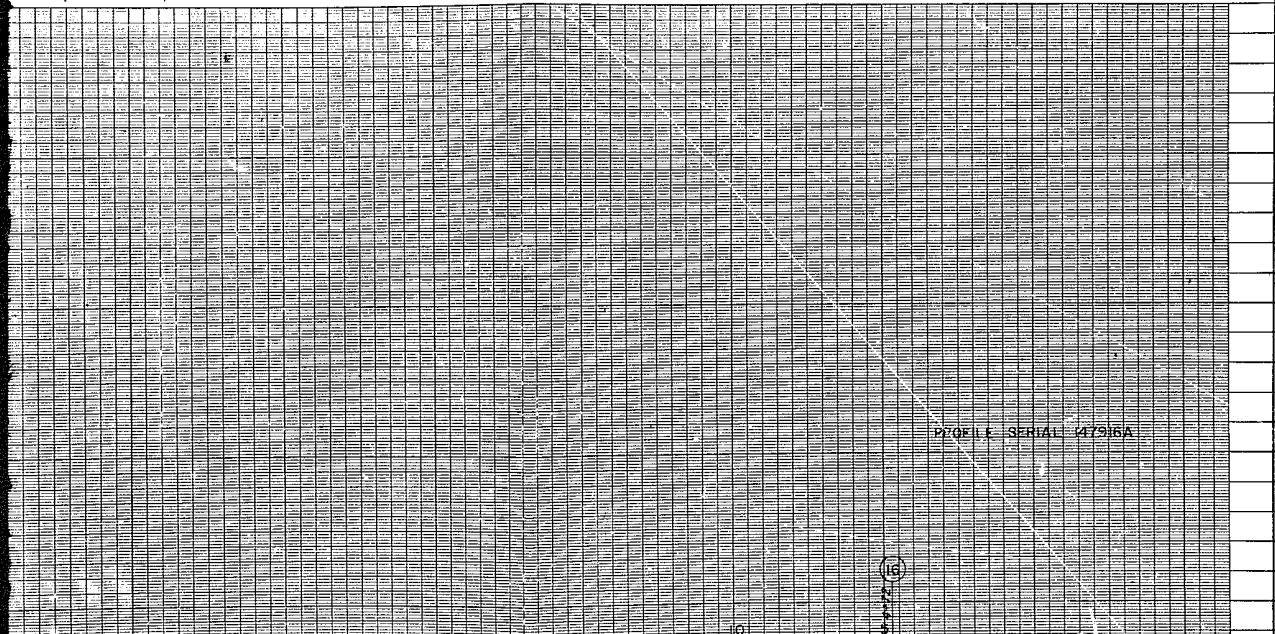
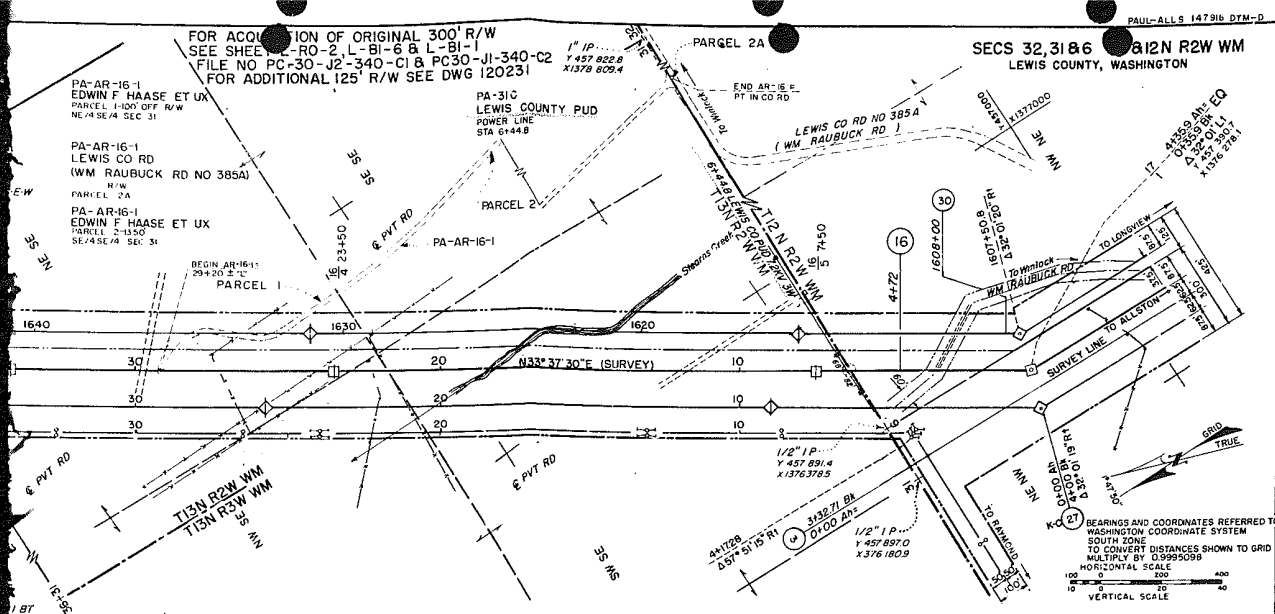
TOWER DESIGNATION
PAUL ALSN
1 - 16 - 5

| | | | |
|--|--|---|-------------------------|
| The conductor curve shown is that used for determining tower locations Data: USC BGS Cond. TWIN BUNDLE CHUKAR MWT 39 000 AT 1/2" ICE SUSPENSION INSULATORS M & E 30000 LBS DEAD END 66 000 LBS | | UNITED STATES DEPARTMENT OF THE INTERIOR BONNEVILLE POWER ADMINISTRATION HEADQUARTERS, PORTLAND, OREGON | |
| EXHIBIT E | | PAUL - ALLSTON NO 1 500 KV TRANSMISSION LINE MILE 16 FROM PAUL | |
| PLAN SER 147916 | RIGHT OF WAY DATE: 4-4-68 DRAWN BY: [Signature] CHECKED BY: [Signature] | DATE: 4-4-68 SHEET: 16A | 147916A DTM-D 193-07 |
| OPER AS MILE 81 RAVER - ALLSTON NO 1 | | | |

10/2-160 K# 82899



66



The conductor curve shown is that used for determining tower locations
Return USC B 65 Cond. INSULATOR: RS M. S. E. 183

EXHIBIT F

2 ADD APR-16-83, CHOD PA-310
TOWERS ADDED
NO REVISION DATE APPROVAL REFERENCE DRAWINGS

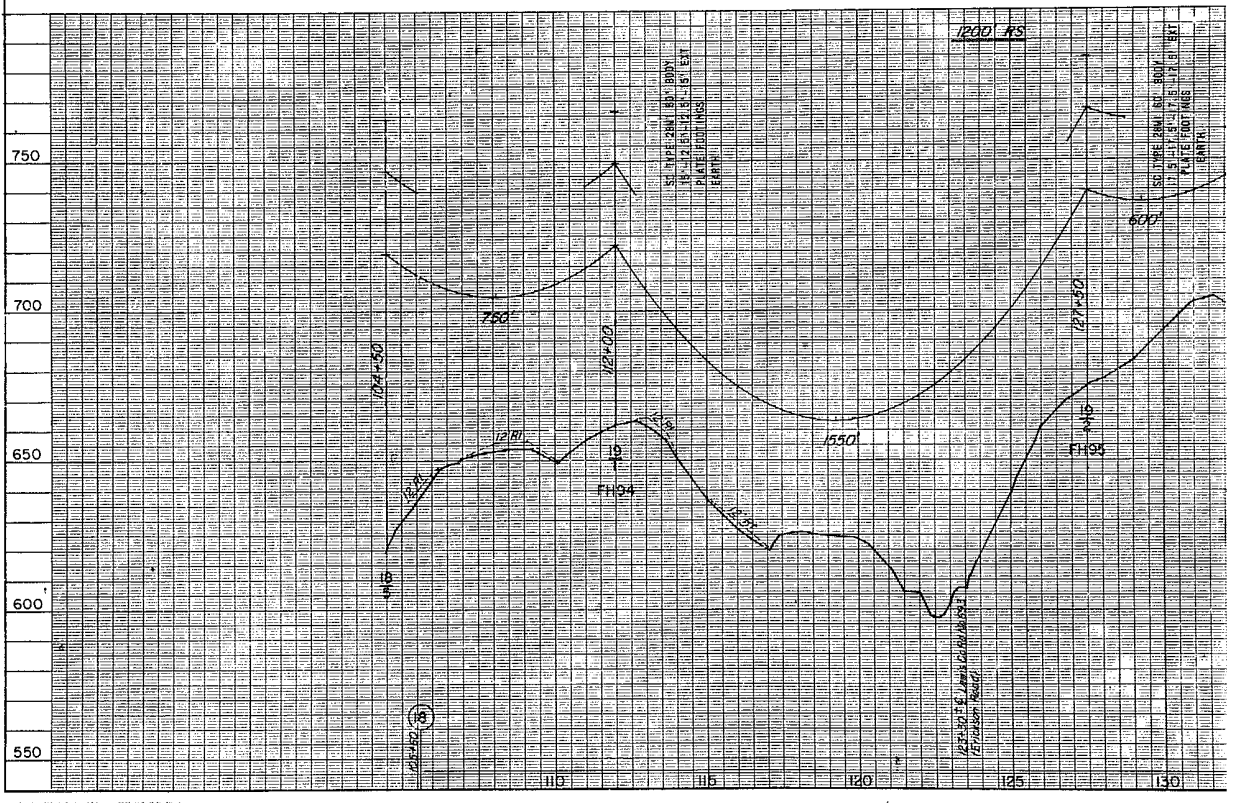
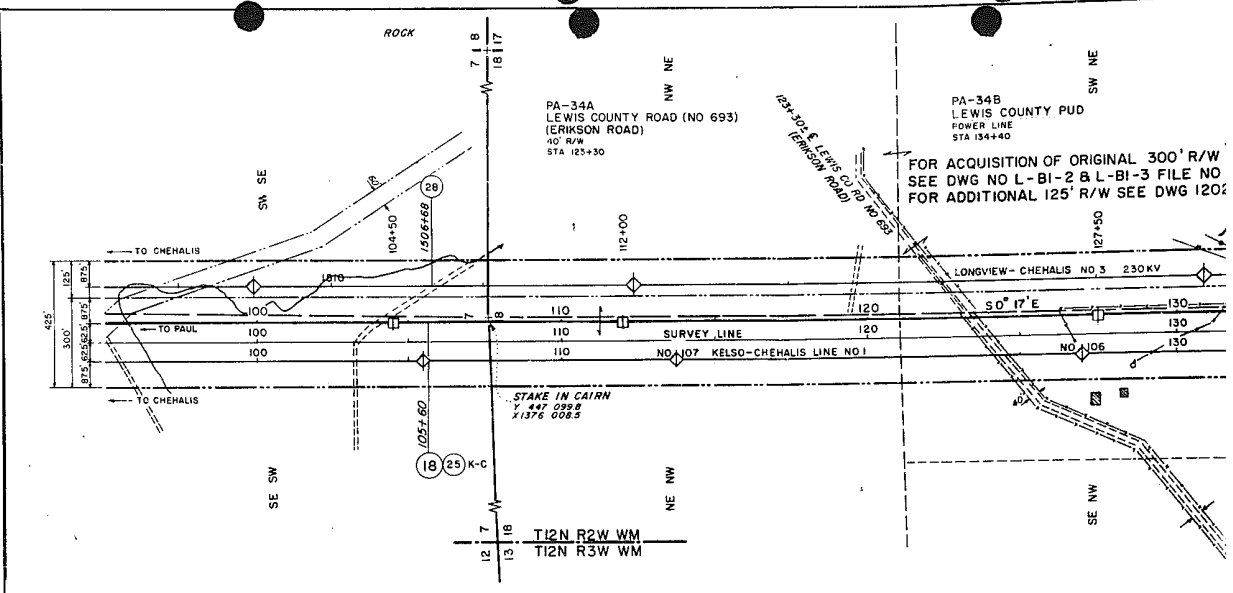
147916A
OPER AS MILE 61 RAVER-ALLSTON NO 1

UNITED STATES DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
HEADQUARTERS PORTLAND, OREGON

PAUL - ALLSTON NO1
500 KV TRANSMISSION LINE
MILE 16 FROM PAUL

DATE 6-29-87 SHEET 16 OF 43
147916 DTM-D 193-07

14 MRS

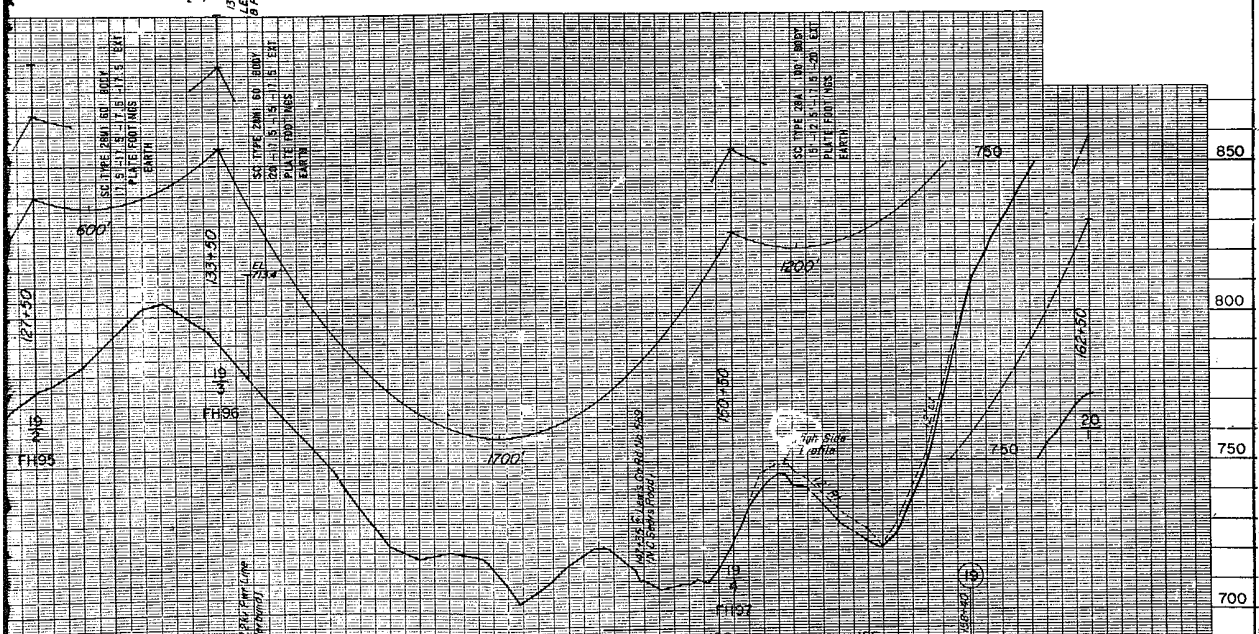
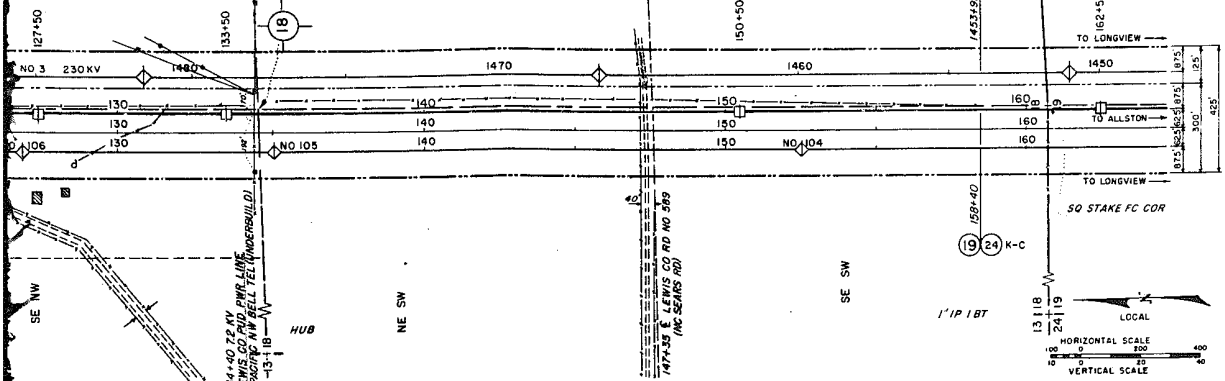


SECS 7 & 18 T12 R2W WM LEWIS COUNTY, WASHINGTON

FC INTER

ORIGINAL 300' R/W
& L-BI-3 FILE NO PC 30-JI-340-C2
R/W SEE DWG 120228

PA-34C
LEWIS COUNTY ROAD (NO 589)
(N C SEARS ROAD)
40' R/W
STA 147+35



The conductor curve shown is that used for determining tower locations
 Data: USC 865 Cond. TWIN BUNDLE CHUKAR MWT 38000 AT 1/2" ICE
 SUSPENSION INSULATORS M & S 30000 182
 DEAD END 66000 LBS

UNITED STATES DEPARTMENT OF THE INTERIOR
 BONNEVILLE POWER ADMINISTRATION
 BROADWAY, PORTLAND, OREGON

PAUL-ALLSTON NO 1
 500 KV TRANSMISSION LINE
 MILE 49 FROM PAUL

DATE OF WORK: 1993
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 SCALE: 1" = 40'
 SHEET NO. 19 OF 49
 PROJECT NO. 147919 DTM-D 1993-07

REFERENCE DRAWINGS

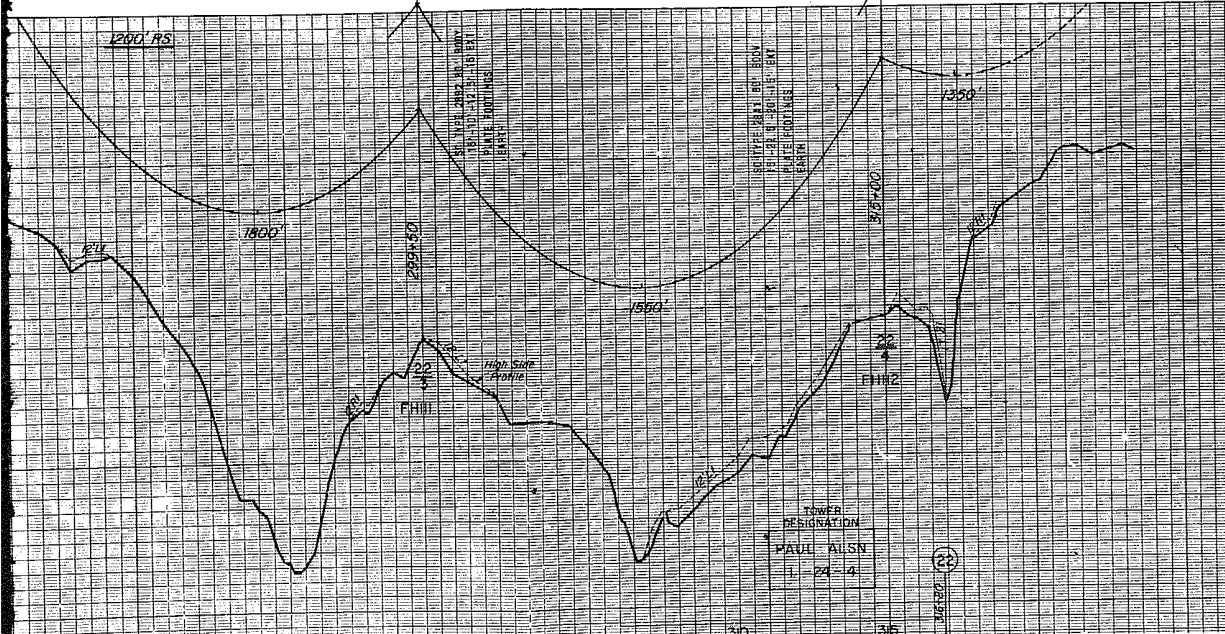
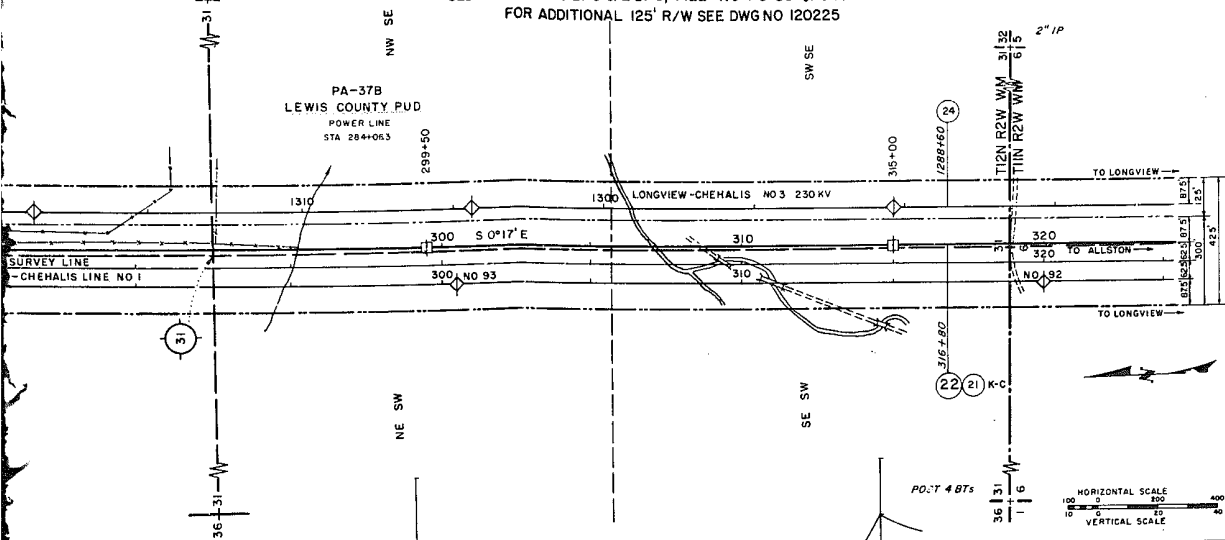
10/25/68 K# 82899

OPER AS MILE 84 RAVER-ALLSTON NO 1

ALSH: 147922 DTM-D

FOR ACQUISITION OF ORIGINAL 300' R/W
SEE SHEET NO L-BI-5 & L-BI-6, FILE NO PC 30-JI-340-C2
FOR ADDITIONAL 125' R/W SEE DWG NO 120225

SECS 30 & 31 T12N R2W WM
LEWIS COUNTY, WASHINGTON



The conductor curve shows is that used for determining tower locations
 Data: USC A 65 Cond. TWIN BUNDLC CHUKAR MWT 38000 AT 1/2" ICE SUSPENSION
 INSULATORS M & E 30000 185
 DEAD END 66000 LBS

| | |
|------------------|-------------|
| EXHIBIT H | |
| PROFILE ADDED | DATE 5-2-58 |
| NO | REVISION |
| DATE | APPROVAL |

| | |
|--|-------------|
| UNITED STATES DEPARTMENT OF THE INTERIOR BONNEVILLE POWER ADMINISTRATION HEADQUARTERS PORTLAND, OREGON | |
| PAUL-ALLSTON NO 1 500 KV TRANSMISSION LINES MILE 22 FROM PAUL | |
| RIGHT OF WAY | DATE 5-2-58 |
| DESIGN | DATE 5-2-58 |
| CONSTRUCTION | DATE 5-2-58 |
| OPERATION | DATE 5-2-58 |
| REVISION | DATE 5-2-58 |
| APPROVAL | DATE 5-2-58 |
| DATE | APPROVAL |

10/25/68

K# 82899

OPER AS MILE 87 RAVER-ALLSTON NO 1

CROSSING AGREEMENT

THIS AGREEMENT made this 18 day of June,
1970, by and between LEWIS COUNTY PUD

_____ ,
a municipal corporation (hereinafter referred to as "the District"), and the
UNITED STATES OF AMERICA, Department of the Interior, acting through the
Bonneville Power Administrator (hereinafter referred to as "the United States"),

W I T N E S S E T H :

1. The District, in consideration of the covenants and agreements hereinafter contained, does hereby grant unto the United States and its assigns, the right to construct, maintain, and operate one or more electric power transmission lines and such other wires, lines, and circuits as may be necessary for the efficient operation and maintenance of said electric power transmission lines over and across the right of way of the District's electric power transmission lines at the location (X) described as follows:

The centerline of the Bonneville Power Administration's Paul-Olympia transmission line No. 1 crosses tract:

PO-4C - A power line crossing at BPA Survey Station 217+77.4
in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 25, Township 15 North, Range
2 West, Willamette Meridian, Lewis County, Washington,
as shown on BPA Form 1041 attached hereto.

The exact location and manner of construction of the United States electric power transmission lines, together with a more particular description and explanation thereof, are set forth in the drawing~~(s)~~ marked Exhibit~~(s)~~ A _____, attached hereto and by this reference made a part hereof; provided, however, that whenever the United States desires to construct at any of the above-described location~~(s)~~ any additional lines not shown on the attached exhibit~~(s)~~, it shall first submit drawings showing the type, manner and location of the proposed construction, and no construction shall be commenced unless and until the District has approved the plan submitted.

2. The foregoing agreement is made subject to the following conditions, to-wit:

- a. That all construction, operation, maintenance and alteration of the electric power transmission lines of the United States shall be done in accordance with applicable state laws and in conformance with the latest current revision of the National Electrical Safety Code, Handbook Series of the United States Bureau of Standards; provided, however, that such lines shall be constructed, operated, maintained and altered by the United States in such a way as will not interfere with the use of said right of way by the District.
- b. The District shall have the right at any and all times to determine whether the manner of construction, maintenance or renewal of the electric power transmission lines of the United States, or their appurtenances, conforms to the foregoing requirements, and if the District shall in any case determine that the manner of construction, maintenance or renewal does not so conform, it may notify the United States in writing to make such changes as the District may deem necessary to make such construction, maintenance or renewal conform to the foregoing requirements. If the United States shall, for a period of thirty days after receipt of such notice, fail to make such changes as may be required by the District, the District may, if it so elects, terminate this agreement forthwith.
- c. All costs of construction, maintenance, repair, alteration and removal of the electric power transmission lines of the United States, and appurtenances, shall be paid by the United States.

K#09949 2 of 4 6/18/70

- d. If the District shall incur any necessary expense by reason of the construction, operation, maintenance or presence of said electric transmission lines, the United States will pay to the District, the actual amount expended by the District upon the presentation of properly executed vouchers therefor. Provided, however, that no such payment will be made unless prior to the incurring of any such expense by the District, the Bonneville Power Administrator shall have approved the necessity and amount thereof in writing; provided further, that if in an emergency it becomes necessary for the District to incur such expenses without having first obtained the approval of the Bonneville Power Administrator, the United States shall not be required to make any payment therefor unless the sum expended shall be approved by him.
- e. Any and all damage or injury necessarily done to the District's right of way or facilities or any property lawfully upon said right of way, in the construction, operation, maintenance, repair or renewal of the United States electric power transmission lines, shall be immediately repaired or reconstructed by the United States under the supervision and to the satisfaction of the District.

3. If the United States shall at any time cease to maintain its electric power transmission line at any of the above-described locations, the United States will remove its improvements from such location and restore the premises of the District to their former state, whereupon all rights and privileges of the United States under and by virtue of this agreement shall forthwith automatically cease and terminate.

4. The United States assumes all risk of loss, damage or destruction to its electric power transmission lines, supporting towers and appurtenances that may be caused in any manner by the construction, maintenance and operation of the electric power transmission lines of the District, unless such loss, damage, or destruction is caused by the negligence of the District or its employees or agents.

5. All expenditures to be made by the United States under the provisions of this agreement shall be subject to appropriations being available for the purpose.

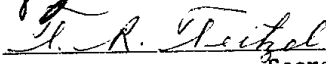
K#09949 3 of 4 6/18/70

6. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this contract if made with a corporation for its general benefit.

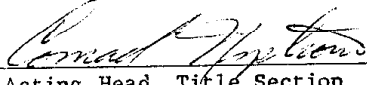
IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

LEWIS COUNTY PUD

By  President

Attest  Secretary

UNITED STATES OF AMERICA,
Department of the Interior
Acting through the
Bonneville Power Administrator

By  Acting Head, Title Section
Branch of Land

U. S. DEPARTMENT OF THE INTERIOR - BONNEVILLE POWER ADMINISTRATION
TRANSMISSION LINE CROSSING DATA

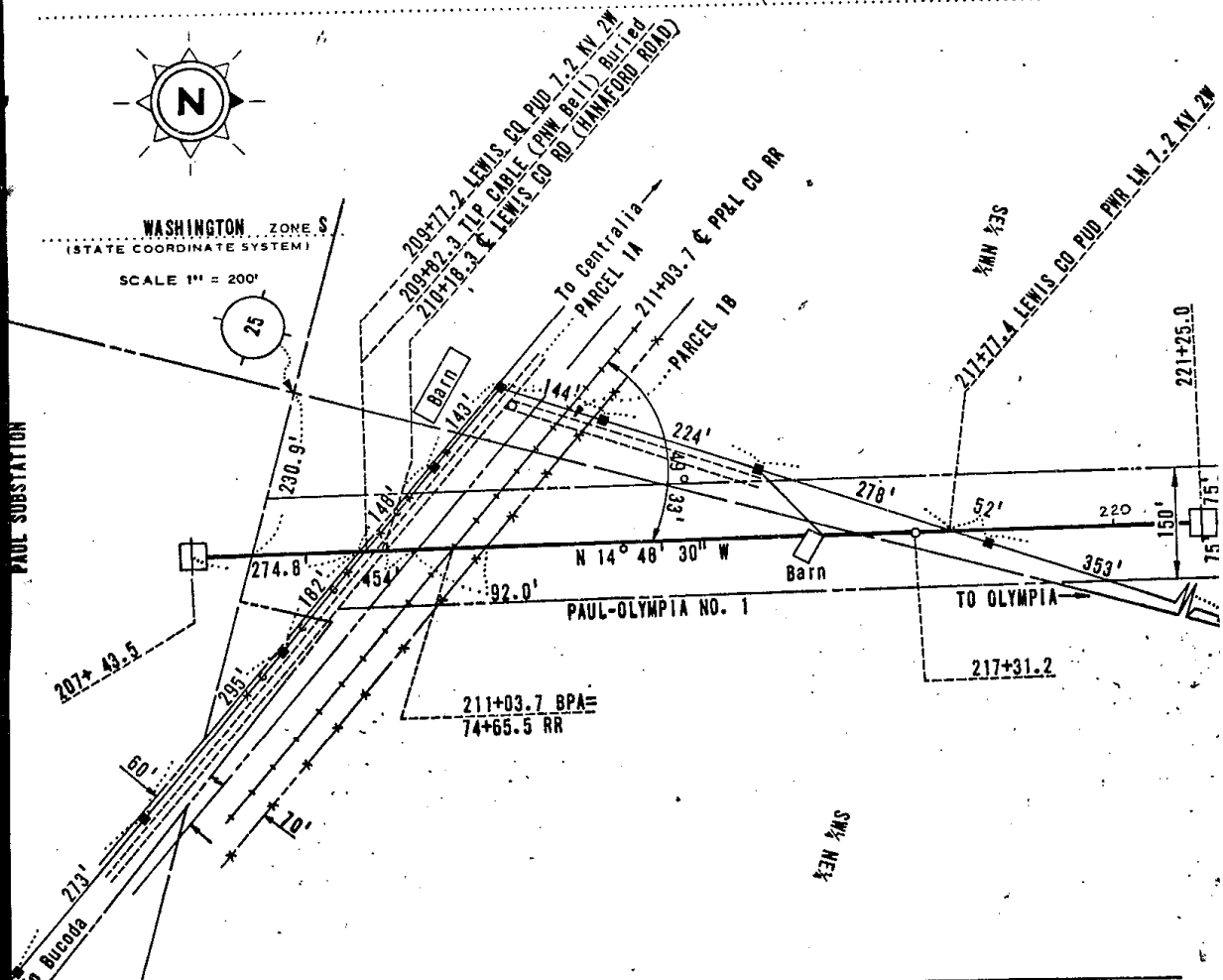
149801 DTW-D
REF DRAWING SERIAL NO. 1

PO-4A, PO-4B, PO-4C
IDENTIFICATION NO. 1

Dec. 11, 1969

| | | | | | | |
|--|-----------|-----------------|----------------|-----------------|---------------------|-------------------|
| NAME OF BPA LINE Paul - Olympia No. 1 | | | | | VOLTAGE 500 KV | R/W WIDTH 150' |
| SUBDIVISION SW 1/4 NE 1/4 & SE 1/4 NW 1/4 | SEC 25 | TOWNSHIP 15N | RANGE 2W WM | COUNTY Lewis | STATE Washington | |

DESCRIPTION OF UTILITIES CROSSED
PO-4A Lewis County Road (Hanaford Road); PO-4B Pacific Power & Light Co. Railway; PO-4C Lewis County PUD



| BPA STATION | FOREIGN STATION | MINIMUM CLEARANCE | BPA OVER UNDER | BPA STATION | FOREIGN STATION | MINIMUM CLEARANCE | BPA OVER UNDER |
|-------------|-----------------|-------------------|-------------------|-------------|-----------------|-------------------|----------------|
| 209+77.2 | | 48' | OVER PWR LN | 210+18.3 | | 67' | OVER CO ROAD |
| 209+82.3 | | 67' | OVER BURIED CABLE | 211+93.7 | | 66' | OVER RAILROAD |
| | | | | 217+77.4 | | 20' | OVER PWR LN |

| | | | |
|-----------------------------------|---|---|--|
| TYPE OF CONDUCTOR ACSR Bunting | | MWT 42,300 LBS PER PHASE @ 1/2" ICE & 8 LBS WIND @ 0 °F | |
| NO. OF CONDUCTORS PER PHASE 3 | NO. OF CIRCUITS 1 | <input type="checkbox"/> DC <input checked="" type="checkbox"/> AC 3 PHASE 60 CYCLES PER SECOND | |
| KIND OF STRUCTURE Steel Tower | STRUCTURE DESCRIPTION Flat Configuration | STRUCTURES W/LINE GUYS None | |

REMARKS
DETAIL CONSTRUCTION DRAWINGS WILL BE AVAILABLE ON REQUEST.

PREPARED BY HRS FILE NUMBER

K#09949 6/18/70 BPA 1041 Aug. 1968

625733

VOL. 414 PAGE 293

TRANSMISSION LINE EASEMENT

400

The GRANTOR, herein so styled whether one or more, **LEWIS COUNTY PUBLIC UTILITY DISTRICT NO. 1**, a municipal corporation of the State of Washington,

for and in consideration of the sum of - **ONE** - - - - - Dollar* (\$ **1.00**),

in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, maintain, repair, rebuild, operate, and patrol **one** line(s) of electric power transmission structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires, cables, and appurtenances as are necessary thereto, in, over, upon, and across the following-described parcel of land in the County of **Lewis**, in the State of **Washington**, to-wit:

That portion of that part of the NW¹/₄ NW¹/₄ of Section 13, Township 12 North, Range 2 East, Willamette Meridian, Lewis County, Washington, lying northeasterly of the 100-foot right of way for the Mossyrock to Ajlune section of Primary State Highway No. 5, said portion lying within a strip of land 100 feet in width, the boundaries of said strip lying 50 feet distant from, on each side of, and parallel with the survey line for the Silver Creek-Morton No. 1 transmission line as now located and staked on the ground over, across, upon, and/or adjacent to the above-described property, said survey line being particularly described as follows:

Beginning at survey station 233+14.0 a point in the west line of said Section 13, said point being S. 2°03'50" W. a distance of 1,839.9 feet from the northwest corner of said Section 13; thence S. 88°47'50" E. a distance of 1,260.9 feet to survey station 245+74.9; thence N. 4°10'30"E. a distance of 1,650.1 feet to survey station 262+25.0; thence N. 20°04'20"E. a distance of 207.2 feet to survey station 264+32.2, a point in the north line of said Section 13, said point being N. 88°56'00" W. a distance of 1,305.2 feet from the quarter section corner in said north line.

62-733

together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures, and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the right of way on April 18, 1961, shall vest in the UNITED STATES OF AMERICA on said date; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of the rights granted hereunder.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated ~~and that Grantor will forever maintain and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.~~

IN WITNESS WHEREOF, LEWIS COUNTY PUBLIC UTILITY DISTRICT NO. 1, a municipal corporation of the State of Washington, has caused this instrument to be signed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed this 23rd day of May, 1961.

(SEAL)

LEWIS COUNTY PUBLIC UTILITY DISTRICT NO. 1

By: [Signature] President

ATTEST:

[Signature] Secretary

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

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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 PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY, WASHINGTON (Lewis), hereinafter individually referred to as “Party” and collectively referred to as the “Parties”. Lewis 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

Lewis’ current power sales agreement (Contract No. 00PB-12052) continues through September 30, 2011, and will be replaced by this Agreement on October 1, 2011.

BPA has functionally separated its organization in order to separate the administration and decision-making activities of 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 administrative activities that are jointly performed.

BPA is authorized to market federal power to qualified entities that are eligible to purchase such power. Under section 5(b)(1) of the Northwest Power Act, BPA is obligated

to offer a power sales agreement to eligible customers for the sale and purchase of federal power to serve their retail consumer load in the Region that is not met by the customer's use of its non-federal resources.

BPA has proposed the adoption of a tiered rate pricing methodology for federal power sold to meet BPA's obligations under section 5(b) of the Northwest Power Act to eligible customers, in order to provide more efficient pricing signals and encourage the timely development of regional power resource infrastructure to meet regional consumer loads under this Agreement.

To effect that purpose, in this Agreement BPA establishes a Contract High Water Mark for Lewis that will define the amounts of power Lewis may purchase from BPA at the Tier 1 Rate, as defined in BPA's Tiered Rate Methodology.

The Parties agree:

1. TERM

This Agreement takes effect on the date signed by the Parties and expires on September 30, 2028. Performance by BPA and Lewis shall commence on October 1, 2011, with the exception of those actions required prior to that date that are included in:

- (1) sections 3.3 through 3.6 of section 3, Power Purchase Obligation;
- (2) section 4, Block Product;
- (3) section 5, Slice Product;
- (4) section 7, High Water Marks and Contract Demand Quantities;
- (5) section 9, Elections to Purchase Power Priced at Tier 2 Rates;
- (6) section 10, Tier 2 Remarketing and Resource Removal;
- (7) section 11, Right to Change Purchase Obligation;
- (8) section 14, Delivery;
- (9) section 17, Information Exchange and Confidentiality;
- (10) section 18, Conservation and Renewables;
- (11) section 19, Resource Adequacy;
- (12) section 22, Governing Law and Dispute Resolution;
- (13) section 25, Termination;
- (14) Exhibit A, Net Requirements and Resources;

- (15) Exhibit B, High Water Marks and Contract Demand Quantities;
- (16) Exhibit C, Purchase Obligations;
- (17) Exhibit D, Additional Products and Special Provisions;
- (18) Exhibit G, Principles of Non-Federal Transfer Service;
- (19) Exhibit H, Renewable Energy Certificates and Carbon Attributes;
- (20) Exhibit I, Critical Slice Amounts;
- (21) Exhibit J, Preliminary Slice Percentage and Initial Slice Percentage;
- (22) Exhibit K, Annual Determination of Slice Percentage;
- (23) Exhibit L, RHWL Augmentation;
- (24) Exhibit N, Slice Implementation Procedures;
- (25) Exhibit O, Interim Slice Implementation Procedures;
- (26) Exhibit P, Slice Computer Application Development Schedule; and
- (27) Exhibit Q, Determination of Initial Slice Percentage.

Until October 1, 2011, section 22, Governing Law and Dispute Resolution will only apply to the extent there is a dispute regarding actions required in the above referenced sections and exhibits.

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 Wholesale Power Rate Schedules, including the General Rate Schedule Provisions (GRSPs). Definitions in **bold** indicate terms that are defined in the TRM and that the Parties agree should conform to the TRM as it may be revised. The Parties agree that if such definitions are revised pursuant to the TRM, they shall promptly amend this Agreement to incorporate such revised definitions from the TRM, 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 to establish rates for the sale of power and other products pursuant to section 7(i) of the Northwest Power Act or its successor.

- 2.3 **“Above-RHWM Load”** means the forecast annual Total Retail Load, less Existing Resources, NLSLs, and the customer’s RHWM, as determined in the RHWM Process.
- 2.4 **“Absolute Operating Constraint”** means an Operating Constraint that cannot be exceeded under any condition.
- 2.5 **“Actual BOS Generation”** means the actual generation produced by the BOS Complex, as adjusted for actual Tier 1 System Obligations and RHWM Augmentation.
- 2.6 **“Actual Slice Output Energy”** or **“ASOE”** means the actual amount of Lewis’ Slice Output Energy BPA makes available to Lewis at the Scheduling Points of Receipt.
- 2.7 **“Actual Tier 1 System Generation”** or **“ATSG”** means the actual generation produced by the Tier 1 System plus the RHWM Augmentation.
- 2.8 **“Additional CHWM”** means the CHWMs established for DOE-Richland, New Publics formed in whole or in part out of loads previously served by an entity other than an Existing Public, and load growth for New Tribal Utilities. Additional CHWM will not include CHWMs for New Publics formed out of Existing Publics or other Initial CHWMs.
- 2.9 **“Additional Energy”** shall have the meaning as defined in section 5.8.1.
- 2.10 **“Additional Slice Amount”** shall have the meaning as defined in section 1 of Exhibit Q.
- 2.11 **“Adjusted Annual RHWM Tier 1 System Capability”** or **“AART1SC”** means the annual RHWM Tier 1 System Capability amount, as such amount may be adjusted by BPA pursuant to Exhibit I.
- 2.12 **“Algorithm Tuning Parameters”** shall have the meaning as defined in section 2 of Exhibit M.
- 2.13 **“Annexed Load”** means existing load, distribution system, or service territory Lewis acquires after the Effective Date from another utility, by means of annexation, merger, purchase, trade, or other acquisition of rights, the acquisition of which has been authorized by a final state, regulatory or court action. The Annexed Load must be served from distribution facilities that are owned or acquired by Lewis.
- 2.14 **“Annual Net Requirement”** means BPA’s forecast of Lewis’ Net Requirement for each Fiscal Year that results from the process established in section 1 of Exhibit A and is shown in the table in section 1.2 of Exhibit A.

- 2.15 **“Augmentation for Additional CHWM”** means the amount of annual average firm energy BPA forecasts, calculated in accordance with sections 3.2.1.1 and 3.2.1.2 of the TRM during the RWHM Process, that is equal to the amount of Additional CHWMs used in the calculation of RWHM Augmentation.
- 2.16 **“Augmentation for Initial CHWM”** means the amount of annual average firm energy BPA forecasts, during the RWHM Process, that will be needed (in addition to the Tier 1 System Firm Critical Output) to meet the Initial CHWM. The amount of energy is restricted by the Augmentation Limit.
- 2.17 **“Augmentation Limit”** means the amount of augmentation calculated by BPA in accordance with section 3.2.1 of the TRM, which establishes the maximum level of Augmentation for Initial CHWM.
- 2.18 **“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.
- 2.19 **“Balancing Authority”** means the responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports interconnection frequency in real time.
- 2.20 **“Balancing Authority Area”** means the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority.
- 2.21 **“Base Critical Slice Amount”** shall have the meaning as defined in section 1 of Exhibit Q.
- 2.22 **“Base Slice Percentage”** shall have the meaning as defined in section 1 of Exhibit Q.
- 2.23 **“Base Tier 1 System Capability”** shall have the meaning as defined in section 1 of Exhibit Q.
- 2.24 **“Block Product”** means a planned amount of Firm Requirements Power sold to Lewis to meet a portion of its regional consumer load pursuant to the terms set forth in section 4 of this Agreement.
- 2.25 **“BOS Base”** means the forecast generation amounts available from the BOS Complex, as adjusted by BPA for forecast Tier 1 System Obligations and RWHM Augmentation.
- 2.26 **“BOS Complex”** or **“Balance of System Complex”** means the Tier 1 System Resources, except those resources that comprise the Coulee-Chief Complex and Lower Columbia Complex.

- 2.27 “BOS Deviation Account” means the account BPA maintains that quantifies the cumulative amount, expressed in MWd, by which Lewis’ hourly BOS Base schedules deviate from the amount determined by multiplying Lewis’ Slice Percentage by the hourly Actual BOS Generation.
- 2.28 “BOS Deviation Return” means the energy amounts associated with the reduction of Lewis’ BOS Deviation Account balance.
- 2.29 “BOS Flex” means the amount by which the BOS Base can reasonably be reshaped within a given calendar day by utilizing the flexibility available from the Lower Snake Complex.
- 2.30 “BOS Module” means the Slice Computer Application module that is used to determine Lewis’ Slice Output Energy and Delivery Limits available from the BOS Complex.
- 2.31 “**Business Days**” means every Monday through Friday except Federal holidays.
- 2.32 “Bypass Spill” shall have the meaning as defined in section 2 of Exhibit M.
- 2.33 “Calibrated Simulator Discharge” means, for each Simulator Project, Lewis’ simulated discharge as adjusted to reflect such project’s actual H/K, actual Bypass Spill, and actual required Fish Spill, pursuant to section 3.6 of Exhibit M.
- 2.34 “Carbon Credit” shall have the meaning as defined in section 1 of Exhibit H.
- 2.35 “Columbia Generating Station” or “CGS” shall have the meaning as defined in section 5.8.1.
- 2.36 “CGS Displacement” shall have the meaning as defined in section 5.8.1.
- 2.37 “**CHWM Contract**” means the power sales contract 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 TRM.
- 2.38 “**CHWM Process**” means the FY 2011 process, as set forth in section 4.1 of the TRM, through which BPA establishes CHWMs for Existing Customers.
- 2.39 “Combined Maximum Additional Slice Amount” shall have the meaning as defined in section 1 of Exhibit Q.
- 2.40 “Consumer-Owned Resource” means a Generating Resource connected to Lewis’ distribution system that is owned by a retail consumer, has a nameplate capability greater than 200 kilowatts, is operated or applied to 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 Lewis only provides incidental service to provide energy for local use at the retail consumer's generating plant for lighting, heat and the operation of auxiliary equipment.

- 2.41 "Contract Demand Quantity" or "CDQ" shall have the meaning as defined in the TRM, the definition of which is recited in section 6.6.1.
- 2.42 "Contract High Water Mark" or "CHWM" shall have the meaning as defined in the TRM, the definition of which is recited in section 6.6.1.
- 2.43 "Contract Resource" means any source or amount of electric power that Lewis acquires from an identified or unidentified electricity-producing unit or units by contract purchase, and for which the amount received by Lewis does not depend on the actual production from an identified Generating Resource.
- 2.44 "Coulee-Chief Complex" means the two hydroelectric projects located in the middle reach of the Columbia River, consisting of Grand Coulee and Chief Joseph.
- 2.45 "Creditworthiness Agreement" means Contract No. 09PB-13259 between BPA and Lewis.
- 2.46 "Critical Slice Amount" means the forecasted amount of Slice Output Energy that Lewis is expected to receive in a Fiscal Year, and is equal to the product of Lewis' Slice Percentage and the Adjusted Annual RHWMTier 1 System Capability. The annual Critical Slice Amount and associated monthly Critical Slice Amounts for each FY are as set forth in Exhibit I.
- 2.47 "Customer Inputs" means the Simulator Project discharge, elevation, or generation requests Lewis develops as inputs to the Simulator pursuant to section 3.3 of Exhibit M.
- 2.48 "Dedicated Resource" means a Specified Resource or an Unspecified Resource Amount listed in Exhibit A that Lewis is required by statute to provide or obligates itself to provide under this Agreement for use to serve its Total Retail Load.
- 2.49 "Default User Interface" or "DUI" shall have the meaning as defined in section 5.10.1.
- 2.50 "Delivery Limits" means the limits that govern the availability of Slice Output and the scheduling of Slice Output Energy by Lewis as determined by BPA, and implemented through the Slice Computer Application.
- 2.51 "Delivery Request" means the amount of Slice Output Energy Lewis requests that BPA make available for delivery for any given hour as established per section 7 of Exhibit M.

- 2.52 **“Designated BPA System Obligations”** means the set of obligations specified in Table 3.4 of the TRM, imposed on BPA by statutes, regulations, court order, treaties, executive orders, memoranda of agreement, and contracts that require the generation or delivery of power, forbearance from generating power, or receipt of power, in order to support the operation of the FCRPS, including any obligations to the BPA Balancing Authority (Transmission Services).
- 2.53 **“Diurnal”** means the division of hours within a month between Heavy Load Hours (HLH) and Light Load Hours (LLH).
- 2.54 **“Diurnal Flattening Service”** or **“DFS”** means a service that makes a resource that is variable or intermittent, or that portion of such resource that is variable or intermittent, equivalent to a resource that is flat within each of the 24 HLH and LLH periods of a year.
- 2.55 **“Due Date”** shall have the meaning as described in section 16.2.
- 2.56 **“Effective Date”** means the date on which this Agreement has been signed by Lewis and BPA.
- 2.57 **“Election Year”** shall have the meaning as defined in section 5.8.1.
- 2.58 **“Elective Spill”** means Spill other than Bypass Spill or Fish Spill that occurs at a hydroelectric project and is within such project’s available turbine capacity such that the Spill may otherwise be utilized to produce energy.
- 2.59 **“Eligible Slice Customers”** shall have the meaning as defined in section 1 of Exhibit Q.
- 2.60 **“Environmental Attributes”** shall have the meaning as defined in section 1 of Exhibit H.
- 2.61 **“Environmentally Preferred Power RECS”** or **“EPP RECs”** shall have the meaning as defined in section 1 of Exhibit H.
- 2.62 **“Existing Customer”** means a municipal, tribal, public or cooperative utility that is entitled to preference and priority under the Bonneville Project Act, P.L. 75-329 and that was eligible on December 1, 2008, to purchase requirements power at a PF rate or that would be eligible on December 1, 2008, to purchase requirements power at a PF rate.
- 2.63 **“Existing Resource”** means a Specified Resource listed in section 2 of Exhibit A that Lewis was obligated by contract or statute to use to serve Lewis’ Total Retail Load prior to October 1, 2006.
- 2.64 **“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 constructed and operated by the U.S. Army Corps of Engineers and the Bureau of Reclamation in the Pacific Northwest.

- 2.65 “Federal Operating Decision” means a decision made by the Corps, Reclamation, BPA, or the United States Entity of the Columbia River Treaty, in accordance with the authority of each such entity, and as needed to meet Tier 1 System Obligations not already reflected in the Simulator or BOS Module, that establishes the permissible range of operations for any project or projects that comprise the FCRPS.
- 2.66 “FERC” means the Federal Energy Regulatory Commission, or its successor.
- 2.67 “**Firm Critical Output**” means the forecast output from Tier 1 System Resources that is determined in accordance with sections 3.1.3.1, 3.1.3.3, and 3.1.3.4 of the TRM.
- 2.68 “Firm Requirements Power” means federal power that BPA sells under this Agreement and makes continuously available to Lewis to meet BPA’s obligations to Lewis under section 5(b) of the Northwest Power Act.
- 2.69 “**Fiscal Year**” or “FY” means the period beginning each October 1 and ending the following September 30.
- 2.70 “Fish Spill” means Spill that occurs at a hydroelectric project in order to maintain compliance with established fish passage criteria, such as those criteria set forth in biological opinions.
- 2.71 “Flat Annual Shape” means a distribution of energy having the same value of energy in all hours of the year.
- 2.72 “Flat Within-Month Shape” means a distribution of energy having the same average megawatt value of energy in each hour of the month.
- 2.73 “**Forced Outage Reserve Service**” or “FORS” means a service that provides an agreed-to amount of capacity and energy to load during the forced outages of a qualifying resource.
- 2.74 “**Forecast Net Requirement**” means a forecast of Lewis’ Annual Net Requirement that BPA performs in each RHWM Process.
- 2.75 “**Forecast Year**” means the Fiscal Year ending one full year prior to the commencement of a Rate Period.
- 2.76 “Forced Spill” shall have the meaning as defined in section 2 of Exhibit M.
- 2.77 “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 Lewis or Lewis’ retail consumer is determined by the power

produced from such identified electricity-producing unit. Such unit may be owned by Lewis or Lewis' 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.

- 2.78 "Generation Benchmark" shall have the meaning as defined in section 5.8.1.
- 2.79 "H/K" means, prospectively, a hydroelectric project's water-to-energy conversion factor used to forecast such project's potential energy production per unit of turbine discharge, expressed as MW per kcfs, or retrospectively, for any given period of time, the value equal to a hydroelectric project's average Net Generation divided by such project's average turbine discharge, expressed as MW per kcfs.
- 2.80 "Hard Operating Constraint" means an Operating Constraint that may not be exceeded without express consent from project operators, owners, or other federal agencies responsible for establishing such Operating Constraints.
- 2.81 "Heavy Load Hours (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). BPA may update this definition as necessary to conform to standards of the Western Electricity Coordinating Council (WECC), North American Energy Standards Board (NAESB), or NERC.
- 2.82 "Hydraulic Link Adjustment" means the adjustment to Lewis' simulated McNary inflow that is equal to the difference between Lewis' Calibrated Simulator Discharge for Chief Joseph and the measured Chief Joseph discharge, pursuant to section 3.7 of Exhibit M.
- 2.83 "Incremental Cost" shall have the meaning as defined in section 5.8.1.
- 2.84 "Incremental Side Flows" shall have the meaning as defined in section 2 of Exhibit M.
- 2.85 "Initial Slice Customers" shall have the meaning as defined in section 1 of Exhibit Q.
- 2.86 "Initial Slice Percentage" or "ISP" means the percentage that is determined pursuant to section 5.3.2 after January 1, 2009, and prior to May 1, 2011, and is the basis for determining Lewis' Slice Percentage for each Fiscal Year pursuant to section 5.3.3.
- 2.87 "**Initial CHWM**" means the sum of all Existing Customers' CHWMs determined in the CHWM Process pursuant to section 4.1 of the TRM.
- 2.88 "Integrated Network Segment" shall have the meaning as defined in section 14.1.

- 2.89 “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.
- 2.90 “Interim Slice Implementation Procedures” shall have the meaning as defined in section 5.10.1.
- 2.91 “Issue Date” shall have the meaning as described in section 16.1.
- 2.92 “Light Load Hours (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. BPA may update this definition as necessary to conform to standards of the WECC, NAESB, or NERC.
- 2.93 “Logic Control Parameters” shall have the meaning as defined in section 2 of Exhibit M.
- 2.94 “Lower Columbia Complex” or “LCOL Complex” means the four hydroelectric projects located on the lower reach of the Columbia River, consisting of McNary, John Day, The Dalles, and Bonneville.
- 2.95 “Lower Snake Complex” or “LSN Complex” means the four hydroelectric projects located on the lower reach of the Snake River, consisting of Lower Granite, Little Goose, Lower Monumental, and Ice Harbor.
- 2.96 “Majority” shall have the meaning as defined in section 5.12.1.
- 2.97 “Maximum Additional Slice Amount” shall have the meaning as defined in section 1 of Exhibit Q.
- 2.98 “Maximum Slice Amount” shall have the meaning as defined in section 1 of Exhibit Q.
- 2.99 “Megawatt-day” or “MWd” means a unit of electrical energy equal to 24 megawatt-hours.
- 2.100 “Monthly Reimbursement Value” means the value determined by dividing the amount Lewis is billed for a month under the applicable Customer Charges, as described pursuant to section 5.1 of the TRM, by the sum of: (1) Lewis’ ASOE for such month and (2) the amount of Lewis’ Surplus Slice Output energy that is curtailed during such month.
- 2.101 “Monthly Shaping Factors” means the monthly factors, as specified in section 1.2 of Exhibit C, that are multiplied by Lewis’ annual Tier 1 Block Amount in order to determine Lewis’ monthly Tier 1 Block Amounts for each month of a Fiscal Year.

- 2.102 “Multiyear Hydroregulation Study” shall have the meaning as defined in section 2 of Exhibit N.
- 2.103 “Net Generation” means the total electric energy produced at a hydroelectric project as reduced by the electric energy consumed by such project for station service purposes.
- 2.104 “Net Requirement” means the amount of federal power that Lewis is entitled to purchase from BPA to serve its Total Retail Load minus amounts of Lewis’ Dedicated Resources shown in Exhibit A, as determined consistent with section 5(b)(1) of the Northwest Power Act.
- 2.105 “New Large Single Load” or “NLSL” has the meaning specified in section 3(13) of the Northwest Power Act and in BPA’s NLSL policy.
- 2.106 “New Resource” means: (1) a Specified Resource listed in section 2 of Exhibit A that Lewis was or is first obligated by contract, or was or is obligated by statute, to use to serve Lewis’ Total Retail Load after September 30, 2006, and (2) any Unspecified Resource Amounts listed in Exhibit A.
- 2.107 “**Northwest Power Act**” means the Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. §839, Public Law No. 96-501, as amended.
- 2.108 “Notice Deadlines” means the dates established in section 9.1.1.
- 2.109 “Onsite Consumer Load” means the electric load of an identified retail consumer of Lewis that is directly interconnected or electrically interconnected on the same portion of Lewis’ distribution system with a Consumer-Owned Resource of that same identified retail consumer such that no transmission schedule is needed to deliver the generation from the Consumer-Owned Resource to the consumer load.
- 2.110 “Operating Constraints” means the operating limits, project operating requirements, and non-power constraints that are the result of implementing Federal Operating Decisions or Prudent Operating Decisions.
- 2.111 “Operating Plan” shall have the meaning as defined in section 5.8.1.
- 2.112 “Operating Rule Curves” or “ORC” means the forebay operating limits established for a reservoir pursuant to operating agreements in effect, and as modified to reflect Operating Constraints, that are used to determine such reservoir’s upper forebay operating limit (upper ORC) or lower forebay operating limit (lower ORC).
- 2.113 “Operating Year” means the period, beginning each August 1 and ending the following July 31, that is designated under the Pacific Northwest

Coordination Agreement (PNCA) for resource planning and operational purposes.

- 2.114 “Pacific Northwest Coordination Agreement” or “PNCA” means Contract No. 97PB-10130, as such agreement may be amended or replaced, among BPA, the U.S. Army Corps of Engineers, the Bureau of Reclamation, and certain generating utilities in the Region that sets forth the terms and conditions for the coordinated operation of generating resources in the Region.
- 2.115 “Point of Delivery” or “POD” means the point where power is transferred from a transmission provider to Lewis.
- 2.116 “Point of Metering” or “POM” means the point at which power is measured.
- 2.117 “Power Services” means the organization, or its successor organization, within BPA that is responsible for the management and sale of Federal power.
- 2.118 “Preliminary Net Requirement” shall have the meaning as defined in section 10.1.
- 2.119 “Preliminary Slice Amount” shall have the meaning as defined in section 1 of Exhibit Q.
- 2.120 “Preliminary Slice Percentage” means a preliminary Slice Percentage that is established and set forth in Exhibit J as of the Effective Date.
- 2.121 “Primary Points of Receipt” shall have the meaning as defined in section 14.1.
- 2.122 “Project Storage Bounds” or “PSB” means the Storage Content amounts associated with the upper ORC and lower ORC in effect at a project.
- 2.123 “Prudent Operating Decision” means a decision made by Power Services operations staff, in their exercise of reasonable judgment, that modifies the operating range applied to any project or projects that comprise the FCRPS for the purpose of meeting any BPA obligation, including but not limited to Federal Operating Decisions, except actions taken by Power Services solely to sell surplus power to loads BPA is not contractually obligated to serve under section 5 of the Northwest Power Act. Prudent Operating Decisions are applied for a finite period of time and in a manner that proportionally affects the amount of power from such project or projects that is available to BPA, to Lewis under this Agreement, and to other Slice Customers under their respective Slice/Block Power Sales Agreements.
- 2.124 “Purchase Periods” means the time periods established in section 9.1.1.
- 2.125 “Quorum” shall have the meaning as defined in section 5.12.1.

- 2.126 “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.
- 2.127 “**Rate Period**” means the period of time during which a specific set of rates established by BPA pursuant to the TRM is intended to remain in effect.
- 2.128 “Rate Period High Water Mark” or “RHWM” shall have the meaning as defined in the TRM, the definition of which is recited in section 6.6.1.
- 2.129 “Region” means the Pacific Northwest as defined in section 3(14) of the Northwest Power Act.
- 2.130 “Renewable Energy Certificates” or “RECs” shall have the meaning as defined in section 1 of Exhibit H.
- 2.131 “Requirements Slice Output” or “RSO” means, for each month, the portion of Lewis’ Slice Output Energy that is equal to the lesser of: (1) Lewis’ Critical Slice Amount for such month; (2) Lewis’ Annual Net Requirement for such month, less monthly amounts purchased under the Block Product, as specified in Exhibit C; or (3) Lewis’ actual Net Requirement for such month, less monthly amounts purchased under the Block Product, as specified in Exhibit C.
- 2.132 “Resource Support Services” or “RSS” means the Diurnal Flattening Service and Forced Outage Reserve Service BPA provides to support resources that are renewable resources and are Specified Resources used to serve Total Retail Load after September 30, 2006, and may in the future include other related services that are priced in the applicable 7(i) Process consistent with the TRM.
- 2.133 “**RHWM Augmentation**” means the amount of augmentation to the Tier 1 System Firm Critical Output BPA calculates in each RHWM Process that is needed to meet the total of all RHWMs. This calculation assumes every customer is able to purchase at Tier 1 Rates up to its full RHWM and is determined by adding Augmentation for Initial CHWM and Augmentation for Additional CHWM.
- 2.134 “**RHWM Process**” means a public process BPA conducts, during the Forecast Year prior to each 7(i) Process (beginning with the WP-14 7(i) Process), in which BPA will calculate, as described in section 4.2 of the TRM, the following values for the upcoming Rate Period:
- (1) RHWM Tier 1 System Capability, including RHWM Augmentation;
 - (2) each customer’s RHWM;
 - (3) each customer’s Forecast Net Requirement; and

- (4) each customer's Above-RHWM Load.
- 2.135 **"RHWM Tier 1 System Capability"** means the Tier 1 System Firm Critical Output plus RHWM Augmentation.
- 2.136 **"RP Augmentation"** means the 7(i) Process forecast of the amount of power BPA needs on an annual basis to purchase for each Rate Period to meet all customers' Forecast Tier 1 Load.
- 2.137 **"SCA" or "Slice Computer Application"** means BPA's proprietary computer hardware, software and related processes, developed, updated, and maintained by BPA and consisting of: (1) the Simulator; (2) the BOS Module; (3) the Default User Interface; and (4) other related processes, including but not limited to communications, scheduling, electronic tagging and accounting for Slice Output Energy, all as described in Exhibit M.
- 2.138 **"SCA Functionality Test"** shall have the meaning as defined in section 5.10.1.
- 2.139 **"SCA Implementation Date"** shall have the meaning as defined in section 5.10.1.
- 2.140 **"SCA Pass Date"** shall have the meaning as defined in section 5.10.1.
- 2.141 **"Scheduling Hour XX"** means the 60-minute period ending at XX:00. For example, Scheduling Hour 04 means the 60-minute period ending at 4:00 a.m.
- 2.142 **"Scheduling Points of Receipt"** shall have the meaning as defined in section 14.1.
- 2.143 **"Simulated Operating Scenario"** means the simulated operation of the Simulator Projects, including the discharge amounts, generation amounts, and forebay elevations, as determined by the Simulator.
- 2.144 **"Simulated Output Energy Schedule(s)"** means the amount of energy that is calculated by the Simulator as Lewis' simulated generation amount associated with each Simulator Project.
- 2.145 **"Simulator" or "Slice Water Routing Simulator"** means the Slice Computer Application (SCA) module used to determine Lewis' Slice Output and Delivery Limits available from the Simulator Projects.
- 2.146 **"Simulator Initialization Time"** shall have the meaning as defined in section 2 of Exhibit M.
- 2.147 **"Simulator Modeling Period"** shall have the meaning as defined in section 2 of Exhibit M.

- 2.148 “Simulator Parameters” means the operating parameters applicable to the Simulator Projects and which BPA develops as inputs to the Simulator to reflect Operating Constraints, pursuant to section 3.2 of Exhibit M.
- 2.149 “Simulator Pass Date” shall have the meaning as defined in section 5.10.1.
- 2.150 “Simulator Performance Test” shall have the meaning as defined in section 5.10.1.
- 2.151 “Simulator Project(s)” means any of the hydroelectric projects represented in the Simulator, including those projects that comprise the Coulee-Chief Complex and the Lower Columbia Complex.
- 2.152 “Slice/Block Power Sales Agreement” means this Agreement and all other agreements with Slice Customers that provide for the sale of the Slice/Block Product.
- 2.153 “Slice/Block Product” means Lewis’ purchase obligation under the Slice Product and the Block Product to meet its regional consumer load obligation as described in section 3.1.
- 2.154 “Slice Customers” means all BPA customers that have executed a Slice/Block Power Sales Agreement.
- 2.155 “Slice Implementation Group” or “SIG” means the group that includes representatives from BPA, Lewis, and all other Slice Customers established pursuant to section 5.12.
- 2.156 “Slice Output” means the quantities of energy, peaking energy, storage, and ramping capabilities available from the Tier 1 System Resources, as adjusted for Tier 1 System Obligations and established pursuant to the SCA or an alternate procedure under section 5.10 or Exhibit O, that Lewis is entitled to purchase under the Slice Product, as determined by applying Lewis’ Slice Percentage to such quantities.
- 2.157 “Slice Output Energy” means the energy made available to Lewis under the Slice Product.
- 2.158 “Slice Percentage” means the percentage set forth in section 2 of Exhibit K applicable during each Fiscal Year that is used to determine the Slice Output that is made available to Lewis.
- 2.159 “Slice Percentage Adjustment Ratio” or “SPAR” shall have the meaning as defined in section 1.1 of Exhibit K.
- 2.160 “Slice Percentage Determination Requirements Load” shall have the meaning as defined in section 1 of Exhibit Q.

- 2.161 “Slice Product” means BPA’s power product under which Slice Output as defined herein is sold to Lewis pursuant to the terms and conditions set forth in section 5 of this Agreement.
- 2.162 “Slice Storage Account” or “SSA” shall have the meaning as defined in section 2 of Exhibit N.
- 2.163 **“Slice True-Up Adjustment Charge”** means the amount charged to each Slice Product customer determined in the Slice True-Up Adjustment in accordance with section 2.7 of the TRM.
- 2.164 “Soft Operating Constraint” means an Operating Constraint, other than a Hard or Absolute Operating Constraint, that is to be achieved on a day-ahead planning basis, but may be exceeded in real-time after coordinating with project operators, owners, or other federal agencies responsible for establishing such Operating Constraints.
- 2.165 “Specified Resource” means a Generating Resource or Contract Resource that has a nameplate capability or maximum hourly purchase amount greater than 200 kilowatts, that Lewis 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 or as a specific Contract Resource with identified parties and is listed in sections 2 and 4 of Exhibit A.
- 2.166 “Spill” means water that passes a hydroelectric project without producing energy, including Bypass Spill, Elective Spill, Fish Spill, and Forced Spill.
- 2.167 “Statement of Intent” shall have the meaning as defined in section 2.3 of Exhibit C.
- 2.168 “Storage” means the ability of the Tier 1 System Resources to alter energy production among hours, days, and months by impounding water or releasing impounded water.
- 2.169 “Storage Content” means the amount of water stored in a project’s reservoir, expressed in thousands of second-foot-days (ksfd). The Storage Content is typically calculated based on a conversion of such reservoir’s measured forebay elevation, expressed in feet, to ksf through the use of an established elevation-to-content conversion table.
- 2.170 “Storage Energy” means the amount of energy that would be produced if a project released a specified amount of Storage Content, and is determined by multiplying such Storage Content by a specified H/K, such as the project’s at-site H/K or the combined H/K of the project and specified downstream projects.
- 2.171 “Storage Offset Account” or “SOA” means the account BPA maintains that records the cumulative amount by which Lewis’ simulated Storage Content

associated with each Simulator Project deviates from the actual Storage Content for each such Simulator Project.

- 2.172 “Super Majority” shall have the meaning as defined in section 5.12.1.
- 2.173 “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.
- 2.174 “Surplus Slice Output” means, for any month, the amount of Slice Output Energy (and associated capacity) that is available to Lewis under section 5 of this Agreement that exceeds Lewis’ Requirements Slice Output for any such month.
- 2.175 “Third Party Transmission Provider” means a transmission provider other than BPA that delivers power to Lewis.
- 2.176 “Tier 1 Block Amount” means the amount of Firm Requirements Power made available to Lewis under the Block Product that is sold at Tier 1 Rates.
- 2.177 “Tier 1 Rate” means the Tier 1 Rate as defined in the TRM.
- 2.178 “Tier 1 RECs” shall have the meaning as defined in section 1 of Exhibit H.
- 2.179 “**Tier 1 System**” means the collection of resources and contract purchases that comprise the Tier 1 System Resources and the collection of contract loads and obligations that comprise the Designated BPA System Obligations.
- 2.180 “**Tier 1 System Capability**” means the Tier 1 System Firm Critical Output plus RP Augmentation.
- 2.181 “**Tier 1 System Firm Critical Output**” means the Firm Critical Output of Tier 1 System Resources less Tier 1 System Obligations.
- 2.182 “**Tier 1 System Obligations**” means the amount of energy and capacity that BPA forecasts for the Designated BPA System Obligations over a specific time period.
- 2.183 “**Tier 1 System Resources**” means the Federal System Hydro Generation Resources listed in Table 3.1 of the TRM; the Designated Non-Federally Owned Resources listed in Table 3.2 of the TRM; and the Designated BPA Contract Purchases listed in Table 3.3 of the TRM.
- 2.184 “Tier 2 Block Amount” means the amount of Firm Requirements Power made available to Lewis under the Block Product that is sold at Tier 2 Rates.
- 2.185 “**Tier 2 Cost Pools**” means all of the Cost Pools to which Tier 2 Costs will be allocated by BPA.

- 2.186 “Tier 2 Load Growth Rate” means a Tier 2 Rate at which Load Following customers may elect to purchase Firm Requirements Power in accordance with section 2.2 of Exhibit C.
- 2.187 “Tier 2 Rate” means the Tier 2 Rate as defined in the TRM.
- 2.188 “Tier 2 RECs” shall have the meaning as defined in section 1 of Exhibit H.
- 2.189 “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.
- 2.190 “Tier 2 Vintage 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.
- 2.191 “Tiered Rate Methodology” or “TRM” means the long-term methodology established by BPA in a Northwest Power Act section 7(i) hearing as the Tiered Rate Methodology to implement the Policy (as defined in the TRM) construct of tiering BPA’s Priority Firm Power rates for serving load under CHWM Contracts.
- 2.192 “Total Retail Load” means all retail electric power consumption, including electric system losses, within Lewis’ electrical system excluding:
- (1) those loads BPA and Lewis have agreed are nonfirm or interruptible loads
 - (2) transfer loads of other utilities served by Lewis
 - (3) any loads not on Lewis’ electrical system or not within Lewis’ service territory, unless specifically agreed to by BPA
- 2.193 “Transfer Service” means the transmission, distribution and other services provided by a Third Party Transmission Provider to deliver electric energy and capacity over its transmission system.
- 2.194 “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.
- 2.195 “Uncontrollable Force” shall have the meaning as defined in section 21.
- 2.196 “Unsold Slice Amount” shall have the meaning as defined in section 1 of Exhibit Q.
- 2.197 “Unsold Slice Percentage” shall have the meaning as defined in section 1 of Exhibit Q.

2.198 “Unspecified Resource Amount” means an amount of firm energy, listed in sections 3 and 4 of Exhibit A, that Lewis has agreed to supply and use to serve its Total Retail Load. Such amount is not attributed to a Specified Resource.

3. SLICE/BLOCK POWER PURCHASE OBLIGATION

3.1 Slice/Block Product Purchase Obligation

Commencing on October 1, 2011, and continuing for the duration of this Agreement, BPA shall sell to Lewis, and Lewis shall purchase from BPA, the Slice/Block Product, which includes: (1) a planned amount of Firm Requirements Power under the Block Product as set forth in sections 1 and 2 of Exhibit C; and (2) Slice Output under the Slice Product pursuant to section 5 and Exhibit K.

3.2 Take or Pay

Lewis shall pay rates established by BPA in a 7(i) Process, for: (1) the amounts of Firm Requirements Power that BPA makes available under the Block Product that Lewis is obligated to purchase pursuant to section 3.1(1), and (2) the Slice Output, including the amounts of Slice Output Energy that BPA makes available under the Slice Product that Lewis is obligated to purchase pursuant to section 3.1(2). Lewis shall pay such rates regardless of whether or not Lewis takes delivery of such amounts of Firm Requirements Power and Slice Output Energy.

3.3 Application of Dedicated Resources

Lewis agrees to serve a portion of its Total Retail Load with the Dedicated Resources listed in Exhibit A as follows:

- (1) Specified Resources that are Generating Resources shall be listed in section 2.1 of Exhibit A,
- (2) Specified Resources that are Contract Resources shall be listed in section 2.2 of Exhibit A, and
- (3) Unspecified Resource Amounts shall be listed in section 3.1 of Exhibit A.

Lewis shall use its Dedicated Resources to serve its Total Retail Load, and specify amounts of its Dedicated Resources in the tables shown in Exhibit A, as stated below for each specific resource and type.

3.3.1 Specified Resources

3.3.1.1 Application of Specified Resources

Lewis shall use the output of all Specified Resources, listed in section 2 of Exhibit A, to serve Lewis' Total Retail Load. BPA shall determine Lewis' Net Requirement using the amounts listed in the then current Exhibit A for each Fiscal Year. The

amounts listed are not intended to interfere with Lewis' operation of its Specified Resources.

3.3.1.2 Determining Specified Resource Amounts

Lewis shall state, for each Specified Resource listed in section 2 of Exhibit A, 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, 2011, through the earlier of the date the resource will be permanently removed or September 30, 2028. BPA in consultation with Lewis shall determine the firm energy amounts for each Diurnal period and peak amounts for each month for each Specified Resource consistent with the 5(b)/9(c) Policy. BPA shall update the peak amounts listed in section 2 of Exhibit A pursuant to section 3.4.

3.3.2 Unspecified Resource Amounts

3.3.2.1 Application of Unspecified Resource Amounts

To serve Above-RHWM Load that Lewis commits to meet with Dedicated Resources in Exhibit C, Lewis shall provide and use Unspecified Resource Amounts to meet any amounts not met with its Specified Resources listed in section 2 of Exhibit A.

3.3.2.2 Determining Unspecified Resource Amounts

By September 15, 2011, and by each September 15 thereafter, the Parties shall calculate, and BPA shall fill in the tables in section 3.1 of Exhibit A with, Lewis' Unspecified Resource Amounts for the upcoming Fiscal Year. Upon termination or expiration of this Agreement any Unspecified Resource Amounts listed in Exhibit A shall expire, and Lewis shall have no further obligation to apply Unspecified Resource Amounts.

3.4 Peak Amount Methodologies

3.4.1 Standard for Calculating Resource Peak Amounts

The peak amounts for Lewis' Specified Resources will be stated at a future time in Exhibit A. Such resource peak amounts will be developed contemporaneously and consistent with the determination of peak energy amounts pursuant to Section 3.4.2. If BPA determines it is necessary to update such resource peak amounts in order to incorporate different resource peaking capability determination standards, then BPA may, consistent with BPA's 5(b)/9(c) Policy and in accordance with section 3.4.3, develop and apply such revised resource peaking capability determination standards.

3.4.2 Method for Determining Peak Energy Amounts

The amounts of peaking energy Lewis has purchased to meet its firm power load will be stated at a future time in Exhibit A. Until such time that peak energy amounts are stated in Exhibit A, the amounts of peaking energy available to Lewis are as provided under the Block Product and as calculated by the Slice Computer Application. BPA may adopt a methodology for calculating the amounts of peaking energy available to Lewis under this Agreement. Before peak energy amounts may be applied in Exhibit A, BPA shall: (1) complete a process to adopt a methodology, pursuant to section 3.4.3, which shall include a calculation of Lewis' total peak load, Lewis' peaking energy capability from its resources, and BPA's peaking energy capability for the Federal system, and (2) upon completion of such process, in consultation with Lewis, calculate the peak energy amounts in accordance with the methodology adopted and enter such amounts into Exhibit A. The application of any such methodology shall not by itself reduce BPA's obligation to provide peaking energy otherwise available under this Agreement to less than Lewis' net requirement peak stated in Exhibit A. BPA and Lewis shall take such actions and make such modifications, including to the Slice Computer Application, needed to timely implement any such methodology.

3.4.3 Process for Modifying Peak Amounts

Any methodology for determining the peak energy capability of Specified Resources as described in section 3.4.1, or Lewis' peak energy amounts available from BPA under this Agreement, as described in section 3.4.2, will be developed by BPA in a public process, including consultation with Lewis and other interested parties, a formal public comment process, and a record of decision. Except as otherwise agreed by Lewis and BPA, any such methodology shall not require modification of the peak amount of any Specified Resource, or the peak energy amounts listed in Exhibit A, until the first Fiscal Year of the Rate Period following BPA's written notice to implement the revised peaking capability standard, which shall be given to Lewis at least 180 days before the start of such Fiscal Year.

3.5 Changes to Dedicated Resources

3.5.1 Specified Resource Additions to Meet Above-RHWM Load

By written notice to BPA, Lewis may elect to add Specified Resources to section 2 of Exhibit A to meet any obligations Lewis may have in Exhibit C to serve its Above-RHWM Load with Dedicated Resources. Lewis shall determine amounts for such Specified Resources in accordance with section 3.3.1.2 by June 30, 2011, and by June 30 of each Fiscal Year thereafter. BPA shall revise Exhibit A consistent with Lewis' elections.

3.5.2 Resource Additions for a BPA Insufficiency Notice

If BPA provides Lewis a notice of insufficiency and reduces its purchase obligation, in accordance with section 23.2, then Lewis may 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.

3.5.3 Decrements for 9(c) Export

If BPA determines, in accordance with section 23.6, 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 Lewis then BPA shall notify Lewis of the amount and duration of the reduction in Lewis' Firm Requirements Power purchases from BPA. Within 20 days of such notification Lewis may add a Specified Resource to section 2 of Exhibit A in the amount of such decrement. If Lewis does not add a Specified Resource to meet such decrement, then within 30 days of such notification BPA shall add Unspecified Resource Amounts to section 3.2 of Exhibit A in the amount and for the duration of such decrement.

3.5.4 Temporary Resource Removal

By September 15, 2011, and by September 15 of each Fiscal Year thereafter, BPA shall revise Lewis' Dedicated Resource amounts listed in the tables of Exhibit A consistent with Lewis' resource removal elections made in accordance with section 10.

3.5.5 Permanent Discontinuance of Resources

Lewis 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 Lewis' Specified Resource has met BPA's standards for a permanent removal, then BPA shall revise Exhibit A accordingly. If Lewis does not replace such resource with another Dedicated Resource, then Lewis' additional Firm Requirements Power purchases under this Agreement, as a result of such a resource removal, may be subject to additional rates or charges as established in the Wholesale Power Rate Schedules and GRSPs.

3.5.6 Resource Additions for Annexed Loads

If Lewis acquires an Annexed Load after the Effective Date, Lewis shall add Dedicated Resources to Exhibit A to serve amounts of such load for which Lewis did not receive a CHWM addition pursuant to section 1.2.2 of Exhibit B. Lewis shall serve such load with Dedicated Resources for the remainder of the Purchase Period during which Lewis acquires such load. Lewis may only purchase Firm Requirements Power at Tier 2 Rates to serve such Annexed Load amounts, if Lewis has provided BPA with its election by a Notice Deadline for such power purchase at Tier 2 during the corresponding Purchase Period.

3.5.7 Resource Additions/Removals for NLSLs

3.5.7.1 To serve an NLSL listed in Exhibit D that is added after the Effective Date, Lewis may add Dedicated Resources to section 4 of Exhibit A. Lewis may discontinue serving its NLSL with the Dedicated Resources listed in section 4 of Exhibit A if BPA determines that Lewis' NLSL is no longer an NLSL in Lewis' service territory.

3.5.7.2 If Lewis elects to serve an NLSL with Dedicated Resources, then Lewis shall specify in section 4 of Exhibit A the maximum monthly and Diurnal Dedicated Resource amounts that Lewis plans to use to serve the NLSL. Lewis shall establish such firm energy amounts for each month beginning with the date the resource was dedicated to load through the earlier of the date the resource will be removed or September 30, 2028. Lewis shall serve the actual load of the NLSL up to such maximum amounts with such Dedicated Resource amounts. To the extent that the NLSL load is less than the maximum amount in any monthly or Diurnal period, Lewis shall have no right or obligation to use such amounts to serve the non-NLSL portion of its Total Retail Load. Specific arrangements to match such resources to the NLSL on an hourly basis shall be established in Exhibit D.

3.5.8 PURPA Resources

If Lewis is required by the Public Utility Regulatory Policies Act (PURPA) to acquire output from a Generating Resource, then such output shall be added as a Specified Resource pursuant to Exhibit A.

3.6 Consumer-Owned Resources

Except for any Consumer-Owned Resources serving an NLSL, which Lewis has applied to load consistent with section 23.3.7, Lewis shall apply the output of its Consumer-Owned Resources as follows:

3.6.1 Existing Consumer-Owned Resources

Lewis has designated, 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 Onsite Consumer Load. Such designation shall apply for the term of this Agreement.

3.6.2 New Consumer-Owned Resources

Lewis shall designate the extent that each Consumer-Owned Resource commencing commercial operation after the Effective Date will or will not serve Onsite Consumer Load. Lewis shall make such designation to BPA in writing within 120 days of the first production of energy by such resource. Such designation shall apply for the term of this Agreement.

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

3.6.3 Application of Consumer-Owned Resources Serving Onsite Consumer Load

Power generated from Consumer-Owned Resources listed in section 7.1 of Exhibit A shall serve Lewis' Onsite Consumer Load. Lewis shall receive no compensation from BPA for excess power generated on any hour from such resources.

3.6.4 Application of Consumer-Owned Resources Serving Load Other than Onsite Consumer Load

Lewis shall ensure that power generated from Consumer-Owned Resources listed in section 7.2 of Exhibit A is scheduled for delivery and either: (1) sold to another utility in the Region to serve its Total Retail Load, (2) purchased by Lewis 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 Onsite Consumer Load and Load Other than Onsite Consumer Load

If Lewis designates a Consumer-Owned Resource to serve both Onsite Consumer Load and load other than Onsite Consumer Load then Lewis shall select either Option A or Option B below.

3.6.5.1 Option A: Maximum Amounts Serving Onsite Consumer Load

If Lewis selects this Option A, then Lewis shall specify, in section 7.3 of Exhibit A, the maximum hourly amounts of an identified Onsite 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 Onsite Consumer Load is less than the specified maximum hourly amounts, all such Onsite Consumer Load shall be served by Lewis with the identified Consumer-Owned Resource or with power other than Firm Requirements Power. Any hourly amounts of the identified Onsite Consumer Load in excess of the specified maximum hourly amounts shall be served with Firm Requirements

Power. Any power generated from the identified Consumer-Owned Resource in excess of the specified maximum hourly amounts shall be applied to load other than Onsite Consumer Load in accordance with section 3.6.4.

3.6.5.2 Option B: Maximum BPA-Served Onsite Consumer Load

If Lewis selects this Option B, then Lewis shall specify, in section 7.3 of Exhibit A, the maximum hourly amounts of an identified Onsite 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 Onsite Consumer Load is less than the specified maximum hourly amounts, all such Onsite Consumer Load shall be served with Firm Requirements Power. Lewis shall serve any hourly amounts of the identified Onsite Consumer Load in excess of 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 in excess of the amounts required to be used to serve the Onsite Consumer Load shall be applied to load other than Onsite Consumer Load in accordance with section 3.6.4.

3.6.6 Changes to Consumer-Owned Resources

Prior to each Fiscal Year Lewis 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 Lewis 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.

4. BLOCK PRODUCT

4.1 Block Product General Description

The Block Product is sold to provide a planned amount of Firm Requirements Power to serve a portion of Lewis' Annual Net Requirement.

4.2 Block Amount Shapes

4.2.1 Tier 1 Block Amount Shapes

Upon the execution of this Agreement, Lewis shall select one of the following shapes for Tier 1 Block Amounts: (1) a Flat Annual Shape, or (2) a Flat Within-Month Shape. The shape selected by Lewis shall

be specified in section 1.2 of Exhibit C and shall remain fixed during the term of this Agreement.

4.2.2 Tier 2 Block Amount Shape

Tier 2 Block Amounts, sold to and purchased by Lewis for its load, shall only be made available by BPA to Lewis in a Flat Annual Shape.

4.2.3 Shaping Restrictions

No shaping options for Tier 1 Block Amounts and Tier 2 Block Amounts are permitted other than those described in sections 4.2.1 and 4.2.2.

4.3 Annual and Monthly Tier 1 Block Amounts

The annual and monthly Tier 1 Block Amounts shall be determined as follows:

4.3.1 Determination of Annual Tier 1 Block Amount

By September 15, 2011, and by each September 15 thereafter, BPA shall determine Lewis' annual Tier 1 Block Amount for the next Fiscal Year by subtracting the Critical Slice Amount for such Fiscal Year from the lesser of Lewis' Annual Net Requirement or its RHW. M.

4.3.2 Determination of Monthly Tier 1 Block Amounts

Lewis' Tier 1 Block Amounts for each month of the Fiscal Year shall be determined by multiplying the annual Tier 1 Block Amount, as determined pursuant to section 4.3.1, by the Monthly Shaping Factors specified in section 1.2 of Exhibit C.

4.3.3 Annual and Monthly Tier 1 Block Amounts Specified in Exhibit C

Lewis' annual and monthly Tier 1 Block Amounts, as determined pursuant to this section 4.3 for each Fiscal Year, shall be specified in section 1 of Exhibit C.

4.4 Annual Tier 2 Block Amounts

The annual Tier 2 Block Amounts, if any, sold to and purchased by Lewis, shall be specified in section 2 of Exhibit C.

5. SLICE PRODUCT

5.1 Slice Product General Description

The Slice Product is a system sale of power that includes requirements power, surplus power, and hourly scheduling rights, all of which are indexed to the variable output capability of the FCRPS resources that comprise the Tier 1 System, and to the extent such capability is available to Power Services after Tier 1 System Obligations and Operating Constraints are met. These capabilities are accessed by Lewis through the Slice Computer Application, which shall reasonably represent and calculate the capabilities

available to Power Services from such resources after Tier 1 System Obligations and Operating Constraints are met, including energy production, peaking, storage and ramping capability. The Slice Computer Application applies Lewis' Slice Percentage to such capabilities.

The Slice Product sold by BPA and purchased by Lewis is a power sale, and is not under any circumstances to be construed as a sale of the Tier 1 System Resources, Tier 1 System Resource capability, or a transfer of control of such Tier 1 System Resources.

BPA does not guarantee that the amount of Slice Output Energy made available under the Slice Product, combined with Firm Requirements Power made available under the Block Product, will be sufficient to meet Lewis' regional consumer load, on an hourly, daily, weekly, monthly, or annual basis. Lewis agrees that it has the obligation to supply nonfederal power to meet its Total Retail Load not met by its purchase of Slice Output and power from the Block Product.

Changes in the output of the Tier 1 System shall affect the amount of Slice Output made available to Lewis under this Agreement. Accordingly, Lewis understands and agrees it is exposed to Tier 1 System performance risk and water supply risk.

The Slice Product does not provide Lewis any rights to utilize Tier 1 System Resources for within-hour energy or capacity services, including but not limited to dynamic scheduling, self-supply of operating reserves, and self-supply of energy imbalance. Slice Output Energy is scheduled firm for the hour of delivery.

Notwithstanding any provision of this Agreement to the contrary, or Lewis' rights under this Agreement, BPA and Federal operating agencies at all times shall retain operational control of all resources comprising the FCRPS, including without limitation all such resources that comprise the Tier 1 System.

- 5.2 Determination of Amounts of Slice Output Made Available to Lewis**
Slice Output made available to Lewis shall be adjusted by Operating Constraints in effect on the Tier 1 System. Such Operating Constraints shall be applied proportionately to the Tier 1 System output available to Power Services, Lewis, and all other Slice Customers.

The amount of Slice Output Energy made available to Lewis is based on a simulation of stream flows routed through the Simulator Projects, plus the BOS Base, using the Slice Computer Application, and as adjusted for Operating Constraints. Accordingly, Lewis understands and agrees that the amount of Slice Output Energy made available to Lewis may not precisely equal the result of its Slice Percentage multiplied by the Actual Tier 1 System Generation.

- 5.3 Preliminary Slice Percentage, Initial Slice Percentage, Slice Percentage, and Adjustments to Slice Percentage**
- 5.3.1 Preliminary Slice Percentage**
Lewis' Preliminary Slice Percentage shall be the percentage as specified in section 1 of Exhibit J as of the Effective Date.
- 5.3.2 Initial Slice Percentage**
Lewis' Initial Slice Percentage shall be determined pursuant to section 4 of Exhibit Q. No later than May 1, 2011, BPA shall revise section 2 of Exhibit J to state Lewis' Initial Slice Percentage.
- 5.3.3 Slice Percentage**
No later than 15 days prior to the beginning of each Fiscal Year, beginning with Fiscal Year 2012, BPA shall revise the table in section 2 of Exhibit K to include Lewis' Slice Percentage for each such Fiscal Year, as may be adjusted pursuant to section 1 of Exhibit K.
- 5.3.4 Slice Percentage Not to Exceed Initial Slice Percentage**
Lewis understands and agrees that in no event shall its Slice Percentage exceed its Initial Slice Percentage during the term of this Agreement.
- 5.3.5 Adjustments to Slice Percentage**
As set forth in section 1.3 of Exhibit K for each Fiscal Year, Lewis' Slice Percentage shall be adjusted: (1) when the amount of Additional CHWM for such Fiscal Year is greater than zero, or (2) such that Lewis' purchase obligation under this Agreement does not exceed Lewis' Annual Net Requirement for such Fiscal Year.
- 5.4 Critical Slice Amount**
BPA shall determine Lewis' Critical Slice Amount for Fiscal Year 2012 no later than 15 days prior to the first day of Fiscal Year 2012, and for each subsequent Fiscal Year no later than 15 days prior to the first day of each such Fiscal Year, using the procedure described in section 2 of Exhibit I.
- 5.5 Disposition of Surplus Slice Output**
- 5.5.1** All sales, exchanges, or other dispositions of federal power are subject to and governed by federal law including, but not limited to, the Bonneville Project Act, P.L. 75-329 as amended, the Pacific Northwest Consumer Power Preference Act, P.L. 88-552, the Federal Columbia River Transmission System Act, P.L. 93-454, and the Northwest Power Act, P.L. No. 96-501, as amended.
- 5.5.2** All sales of Surplus Slice Output by Lewis for use outside the Region, or to parties not serving firm retail load in the Region, are subject to

the provisions of the Pacific Northwest Consumer Power Preference Act and section 9(c) of the Northwest Power Act, and BPA and Lewis acknowledge their respective responsibilities thereunder.

5.5.3 The following uses of Surplus Slice Output shall not constitute a sale of Surplus Slice Output outside the Region:

5.5.3.1 Leaving the Surplus Slice Output in Storage or placing it in Lewis' Storage;

5.5.3.2 Exchanging Surplus Slice Output with another utility customer in the Region, or a statutorily enumerated type of exchange with a utility outside the Region;

5.5.3.3 Using Surplus Slice Output to displace Lewis' nonfederal resources identified in Exhibit A, or Lewis' market purchases that would have been made for serving its Total Retail Load; and

5.5.3.4 A sale of Surplus Slice Output to a BPA utility customer for service to that utility's Total Retail Load in the Region, consistent with sections 3(14) and 9(c) of the Northwest Power Act.

Lewis may demonstrate such uses of Surplus Slice Output by means of a storage account, executed contracts for binding sales or exchanges, or another form of offer and acceptance.

5.5.4 Pursuant to the Pacific Northwest Consumer Power Preference Act and section 9(c) of the Northwest Power Act, BPA shall have the right to curtail all or a portion of Lewis': (1) Surplus Slice Output capacity upon 60 months written notice to Lewis, and (2) Surplus Slice Output energy upon 60 days written notice to Lewis. Any such notice shall specify the amounts and duration of the curtailment, and whether such capacity or energy is needed to meet BPA's capacity and energy requirements in the Region. Prior to issuing any such curtailment notice, BPA and Lewis shall consult in order to determine the quantity, if any, of Surplus Slice Output energy and capacity that may be subject to such curtailment. Such curtailments shall be limited to Lewis' proportional share of the amount needed, and for the duration necessary, to cover BPA's projection of its needs within the Region. Such curtailments are subject to sections 5.5.5 and 5.5.6.

5.5.5 If BPA issues a notice of curtailment pursuant to section 5.5.4, then it shall concurrently issue notices of curtailment, recall, or termination to all other extra regional and non-preference purchasers to whom BPA has sold Surplus Firm Power, or surplus capacity, for durations longer than specified in the notice, provided that such sales

agreements contain provisions that allow for recall, curtailment or termination.

5.5.6 Following each month that Surplus Slice Output is curtailed pursuant to section 5.5.5 above, Power Services shall include a line item credit on Lewis' monthly customer bill issued equal to the amount of Surplus Slice Output energy curtailed during the preceding month, multiplied by the Monthly Reimbursement Value for the month during which the curtailment was in effect.

5.6 **Disposition of Requirements Slice Output and Requirements Slice Output Test**

5.6.1 **Disposition of Requirements Slice Output**

Requirements Slice Output (RSO) purchased by Lewis under this Agreement and made available by BPA shall be used solely for the purpose of serving Lewis' Total Retail Load. Lewis shall maintain monthly documentation establishing the delivery of RSO to serve its Total Retail Load, such as by schedule or by electronic tag, for each such month. Lewis shall make such documentation available to BPA upon request.

5.6.2 **Requirements Slice Output Test**

5.6.2.1 **Submission of Monthly Actual Total Retail Load Data**

On or before the 10th Business Day of each calendar month, Lewis shall submit to BPA its actual Total Retail Load for the preceding calendar month, expressed in MWh.

5.6.2.2 **RSO Test**

BPA shall compare: (1) Lewis' Slice Output Energy delivered to its actual Total Retail Load plus loss return schedules to Transmission Services (Slice-to-Load Delivery) during each month with (2) Lewis' RSO for each such month. Such comparison is the monthly RSO Test.

5.6.2.3 **Notification of Results of RSO Test**

On or before the 20th Business Day of each calendar month, BPA shall notify Lewis in writing of the results of the RSO Test conducted pursuant to section 5.6.2.2.

5.6.2.4 Conditions that Result in Passage of RSO Test

- (1) If Lewis' Slice-to-Load Delivery in a month is greater than or equal to its RSO for such month, then Lewis shall have satisfied the requirements of the RSO Test for such month; or,
- (2) If Lewis' Slice-to-Load Delivery in a month is less than its RSO for such month, but Lewis' Actual Slice Output Energy (ASOE) for the month is less than 107.5 percent of its RSO, and Lewis' monthly Slice-to-Load Delivery is greater than 92.5 percent of its ASOE for such month, then Lewis shall have satisfied the RSO Test for such month.

5.6.2.5 Conditions Under Which BPA May Deem Lewis to Have Satisfied the RSO Test

- (1) If Lewis has not satisfied the requirements of the RSO Test pursuant to section 5.6.2.4, then Lewis may, within 14 calendar days after BPA provides Lewis with written notice of the RSO Test results pursuant to section 5.6.2.3, provide BPA with data that demonstrates Lewis took reasonable and prudent actions to otherwise satisfy the RSO Test for such month. Such data may include analysis indicating Lewis satisfied the RSO Test in each of two distinct periods of ten or more consecutive days within the month. If Power Services determines such data and/or analysis demonstrates such compliance, then BPA shall deem Lewis to have satisfied the RSO Test for such month. BPA shall have the sole discretion to determine whether Lewis shall be deemed to have satisfied the RSO Test pursuant to this section 5.6.2.5(1). BPA shall, no later than 14 calendar days following the day Lewis provides such supporting data and/or analysis, notify Lewis, in writing, of its decision as to whether or not Lewis shall be deemed to have satisfied the RSO Test, and the basis for such decision.
- (2) If recurring conditions exist that result in BPA repeatedly deeming Lewis to have satisfied the RSO Test, BPA and Lewis shall collaboratively develop documentation, through a separate letter agreement, that establishes for a specified prospective time period the conditions under which BPA shall deem Lewis to have satisfied the RSO Test.

5.6.2.6 Conditions that Result in Failure of RSO Test and Associated Penalty

If Lewis fails to satisfy the RSO Test per section 5.6.2.4, and is not deemed by BPA to have satisfied the RSO Test pursuant to section 5.6.2.5 for any month, then a penalty charge shall be assessed as follows for that month:

- (1) The penalty charge shall be equal to Lewis' under-delivered amount for such month multiplied by the UAI Charge for energy for each such month.
- (2) The under-delivered amount for such month is equal to the lesser of the amount Lewis' monthly Slice-to-Load Delivery is less than: (1) Lewis' RSO for the month, or (2) if section 5.6.2.4(2) is applicable, then 95 percent of Lewis' ASOE for the month.

5.7 Northwest Power Act Section 6(m) Resource Acquisitions

Lewis retains all rights to participate in any BPA major resource acquisitions pursuant to section 6(m) of the Northwest Power Act.

5.8 Displacement of Columbia Generating Station (CGS)

5.8.1 Definitions

- 5.8.1.1 "Additional Energy" means the amount of energy Lewis is entitled to receive if it elects not to participate in CGS Displacements during an Election Year, and is equal to Lewis' Slice Percentage multiplied by the difference between the Generation Benchmark and the expected level of CGS generation while displacement is in effect.
- 5.8.1.2 "Columbia Generating Station" or "CGS" means the nuclear powered generating facility located near Richland, Washington, and operated by Energy Northwest, or its successor.
- 5.8.1.3 "CGS Displacement" means a decision by Power Services to shut-down all or a portion of the power production at CGS due to market conditions.
- 5.8.1.4 "Election Year" means the 12-month period beginning each February 1 and ending the following January 31.
- 5.8.1.5 "Generation Benchmark" means the generation level at which Power Services reasonably expects CGS to operate, absent any CGS Displacement, which is typically about 1,130 MWh per hour.

5.8.1.6 “Incremental Cost” means the additional costs that Power Services would have incurred if CGS had been operated at full capability, and CGS Displacements had not been instituted, including the costs of nuclear fuel and variable operations and maintenance costs, expressed in dollars per MWh.

5.8.1.7 “Operating Plan” means the forecasted CGS monthly generation adopted in BPA’s firm planning for a Fiscal Year.

5.8.2 CGS Displacement Election

No later than January 31, 2012, and no later than January 31 of each calendar year thereafter during the term of this Agreement, Lewis shall provide Power Services written notice stating whether or not it elects to participate in CGS Displacements for the Election Year that begins on the following day. Such election shall be irrevocable for each such Election Year, and shall apply to all CGS Displacements implemented by Power Services during such Election Year.

5.8.3 Election to Participate in CGS Displacement

If Lewis elects to participate in CGS Displacements, then Lewis shall not be entitled to Additional Energy.

5.8.4 Election Not to Participate in CGS Displacements

If Lewis elects to not participate in CGS Displacements, then Lewis shall be entitled to amounts of Additional Energy as described in this section 5.8.4.

5.8.4.1 Lewis shall take delivery of Additional Energy associated with each CGS Displacement as described in section 5.8.6. Power Services shall make such Additional Energy available to Lewis at the Scheduling Points of Receipt.

5.8.4.2 Power Services shall maintain for Lewis an account that will indicate the accumulated amount of Additional Energy that was made available to Lewis during each CGS Displacement and for each Fiscal Year.

5.8.4.3 Following the end of each Fiscal Year, Lewis shall pay an amount equal to Lewis’ balance in the accumulated Additional Energy account multiplied by the Incremental Cost associated with each such Fiscal Year, and such account balance shall be set to zero. Such amount shall be included on Lewis’ next power bill immediately after determination of the Incremental Cost pursuant to section 5.8.5.

5.8.5 Operating Plan and Incremental Cost

Within 30 days following the date that the Operating Plan for the upcoming Fiscal Year is adopted, Power Services shall provide Lewis such Operating Plan and the actual Incremental Cost associated with the immediately preceding Fiscal Year.

5.8.6 Implementation of CGS Displacement

5.8.6.1 BPA shall notify Lewis of any potential CGS Displacement as soon as BPA determines such CGS Displacement is likely to occur.

5.8.6.2 If a CGS Displacement occurs during a period when Lewis has elected not to participate in such CGS Displacement, BPA shall develop and submit to Lewis hourly schedules of Additional Energy as described in section 5.8.1.1.

5.8.6.3 Such Additional Energy amounts shall be computed by the BOS Module as a component of Lewis' BOS schedule, as described in section 4 of Exhibit M.

5.9 Treatment of RHW Augmentation

Lewis shall purchase and receive a share of RHW Augmentation in an amount equal to Lewis' Slice Percentage multiplied by the RHW Augmentation for each Fiscal Year, as set forth in Exhibit L.

5.10 SCA Functionality Test, Simulator Performance Test, and Implementation of the SCA

This section sets out the SCA Functionality and Simulator Performance Tests. BPA shall promptly notify Lewis of the results of the SCA Functionality and Simulator Performance Tests.

5.10.1 Definitions

5.10.1.1 "Default User Interface," or "DUI," means the basic user interface that is developed by BPA and made available to Lewis for access to the SCA.

5.10.1.2 "Interim Slice Implementation Procedures" means the procedures set forth in Exhibit O that will be used on an interim basis to determine Lewis' available Slice Output and Delivery Limits in the event the SCA Implementation Date occurs after October 1, 2011, pursuant to section 5.10.3.

5.10.1.3 "SCA Functionality Test" means the test set forth in section 5.10.2 that is conducted to determine whether the SCA is complete, functional, and ready for daily implementation and use.

- 5.10.1.4 “SCA Implementation Date” means the latest of:
(1) October 1, 2011, (2) 90 days after the SCA Pass Date, or
(3) 90 days after the Simulator Pass Date.
- 5.10.1.5 “SCA Pass Date” means the date on which the SCA passes
the SCA Functionality Test.
- 5.10.1.6 “Simulator Pass Date” means the date on which the
Simulator passes the Simulator Performance Test.
- 5.10.1.7 “Simulator Performance Test” means the test conducted by
BPA and consisting of four separate tests: a Storage Content
test, an energy test, a peaking test, and a ramp down test,
each as separately described in section 3.5.3 of Exhibit M.

5.10.2 SCA Functionality Test

5.10.2.1 SCA Functionality Test Conducted No Later Than July 1, 2011

The initial SCA Functionality Test shall be conducted by BPA
no later than July 1, 2011.

5.10.2.2 Determination of SCA Functionality Test Procedures

BPA, in consultation with Lewis and other members of the
SIG, shall, by April 15, 2011, establish a detailed written
description of the validation procedures that will comprise
the SCA Functionality Test. Such validation procedures shall
include a comprehensive series of objective tests that
establish if the SCA, including the Simulator, DUI and BOS
module, are wholly functional and ready for daily
implementation and use.

5.10.3 SCA Implementation Date

5.10.3.1 SCA Implementation Date Established as October 1, 2011

If the SCA Implementation Date is established as October 1,
2011, then BPA and Lewis shall commence implementation of
the SCA beginning on October 1, 2011.

5.10.3.2 SCA Implementation Date Occurs After October 1, 2011

If the SCA Implementation Date is established later than
October 1, 2011, then, beginning on October 1, 2011, and
continuing until the SCA Implementation Date, BPA and
Lewis shall implement the Interim Slice Implementation
Procedures, pursuant to Exhibit O.

5.10.4 Simulator Performance Test

5.10.4.1 Simulator Performance Test Date

No later than August 1, 2010, BPA shall provide Lewis access to the Simulator that will be used by BPA to conduct the Simulator Performance Test. The Simulator Performance Test shall be conducted by BPA no later than October 31, 2010.

5.10.4.2 Simulator Fails Simulator Performance Test

If, as of October 31, 2010, the Simulator has failed one or more of the four tests that comprise the Simulator Performance Test, then Lewis may elect to change its purchase obligation pursuant to section 11.2.

5.10.5 Lewis Unable to Utilize DUI

If, as of the SCA Implementation Date, Lewis is not functionally ready to access and utilize the DUI, then beginning October 1, 2011 and continuing until 30 days after Lewis provides BPA with written notice that it is functionally ready to utilize the DUI, BPA shall use the SCA to determine Lewis' hourly Delivery Requests in accordance with the following procedures:

5.10.5.1 Establishment of Preschedules

- (1) BPA shall set Lewis' Customer Inputs (generation requests) for Grand Coulee and Chief Joseph equal to Power Services planned Grand Coulee and Chief Joseph's respective generation;
- (2) BPA shall set Lewis' Customer Inputs (elevation requests) for the LCOL Complex projects such that those projects pass inflow on an hourly basis; and
- (3) BPA shall set Lewis' hourly BOS amount equal to Lewis' Slice Percentage multiplied by the BOS Base amount (no BOS Flex allowed).
- (4) BPA shall communicate the above values to Lewis via facsimile.

5.10.5.2 Updates to Preschedule Values

Using the same criteria as set forth in section 5.10.5.1, BPA shall revise Lewis' Customer Inputs, and submit to Lewis its revised Delivery Requests, as needed to reflect BPA's latest estimated generation, inflow and BOS Base values: (1) by 1800 hours on the day prior to delivery, and (2) by 60 minutes prior to the beginning of each hour of delivery.

5.10.5.3 Submission of Electronic Tags

Lewis shall submit electronic tags to Power Services on preschedule and real time, pursuant to Exhibit F, which shall indicate energy amounts equal to Lewis' hourly Delivery Requests established under this section 5.10.5.

- (1) If energy amounts indicated on Lewis' electronic tags are greater than its hourly Delivery Requests, then Lewis shall receive the electronic tag amounts and shall be charged at the UAI Charge for the energy that is in excess of the Slice Output Energy amount.
- (2) If energy amounts indicated on Lewis' electronic tags are less than its hourly Delivery Requests, then Lewis shall receive the electronic tag amounts and shall forfeit the remaining Slice Output Energy amount.

5.10.5.4 Delivery Limit Penalties

Except as described in section 5.10.5.3, Delivery Limit penalties established in Exhibit N shall not be assessed for the first 90 days that the provisions described in this section 5.10.5 are in effect.

5.11 Slice Computer Application Development Schedule

The schedule attached hereto as Exhibit P represents timelines under which specific tasks associated with the development of the SCA shall be completed. Lewis and BPA understand and agree that: (1) the timelines specified in Exhibit P are not binding and are for information purposes only, and (2) the timelines set forth in this section 5 are binding. BPA, Lewis, and other members of the SIG shall discuss the status of the various tasks identified in Exhibit P and their associated timelines.

5.12 Slice Implementation Group

5.12.1 Definitions

5.12.1.1 "Majority" means at least 51 percent of the Slice Implementation Group (SIG) members (or their alternates) present at a meeting of the SIG at which a Quorum has been established (counting only one representative for each Slice Customer and for BPA, even if both the SIG member and the alternate SIG member are present).

5.12.1.2 "Quorum" means the BPA SIG member and at least 60 percent of all Slice Customer SIG members (provided that if an alternate SIG member is present at a SIG meeting and the corresponding SIG member is not, the alternate SIG member shall be counted for purposes of determining a Quorum).

5.12.1.3 “Super Majority” means at least 66 percent of the Slice Customer SIG members (or their alternates) present at a meeting of the SIG at which a Quorum has been established (counting only one representative for each Slice Customer, even if both the SIG member and the alternate SIG member are present).

5.12.2 Slice Implementation Group

5.12.2.1 The Parties anticipate that implementation issues will arise regarding the Slice Product or the Slice Computer Application, and that a forum is needed for discussing alternatives and taking actions that may affect BPA and the Slice Customers. The SIG is hereby established for the purposes of: (1) considering, establishing and documenting modifications to the Slice Computer Application necessary to maintain its reasonable representation of Tier 1 System energy, peaking, storage, and ramping capability; (2) considering, establishing and documenting modifications to the Slice Computer Application necessary for Lewis and other Slice Customers to schedule Slice Output Energy under this Agreement; (3) establishing a clearinghouse for information regarding the Slice Product and the Slice Computer Application; and (4) establishing a forum for discussing any other issues regarding the Slice Product, the Slice Computer Application and associated procedures.

5.12.2.2 BPA and Lewis shall each appoint a SIG member and an alternate SIG member to attend SIG meetings. Appointment of a SIG member and an alternate SIG member shall initially be made in writing submitted to BPA and all other Slice Customers, and thereafter to the SIG chairperson. The Slice Customer SIG members shall elect a SIG chairperson each year who shall conduct SIG meetings. Any SIG meeting may be conducted by telephone conference call. Any action of the SIG, except as otherwise provided herein, shall be made by Majority vote of the SIG members (or any alternates acting in the absence of SIG members) attending the SIG meeting in person or by telephone. The SIG may adopt rules and procedures, including dates, times, and locations of meetings, as it deems necessary or desirable. A meeting may be called by any SIG member or alternate by providing all other SIG members and alternates with written notice at least seven calendar days in advance of such meeting, setting forth the date, location, and subject matter of such meeting. The SIG shall meet at least once during each Fiscal Year.

5.12.2.3 BPA shall have the right in its sole discretion to implement the upgrades, replacements and changes described in sections 5.12.2.3(1) through 5.12.2.3(3) only to the extent it determines such implementation is consistent with the Slice product as described in section 5.1, and only after: (1) such implementation and related testing is reviewed and discussed by the SIG; and (2) such upgrades, replacements and changes have been subjected to testing as determined by BPA to be relevant and sufficient to demonstrate that each upgrade, replacement, or change functions as intended and does not cause any other portion of the SCA to malfunction. Such implementation by BPA shall not be subject to approval by the SIG. Notwithstanding BPA's sole discretion to implement such upgrades, replacements and changes, Lewis may dispute BPA's determination of consistency with section 5.1 regarding any such upgrades, replacements, and changes, in accordance with section 22. If as a result of a dispute resolution process such upgrade, replacement, or change is determined to be inconsistent with section 5.1, then BPA, Lewis, and other members of the SIG shall consult to identify modifications that make such upgrade, replacement, or change consistent with section 5.1, and BPA shall promptly implement such modifications.

- (1) BPA may change, upgrade or replace the Slice Computer Application as necessary to produce results that reasonably represent the energy production, peaking, storage, or ramping capability of the Tier 1 System.
- (2) BPA may change, upgrade or replace the Slice Computer Application as necessary to maintain functionality with BPA's internal business processes and systems.
- (3) BPA may determine how Operating Constraints are translated into Simulator Parameters for application within the Slice Computer Application, and in a manner that reflects in the Slice Computer Application the impacts of such Operating Constraints on the Tier 1 System.

5.12.2.4 Subject to the procedures set forth below and except as otherwise provided in section 5.12.2.3, BPA or any Slice Customer may propose changes to the Slice Computer Application. Any such proposal shall be made in writing and be provided to all members of SIG. The proposal shall state the change or changes proposed, the reasons for such

proposed change or changes, the expected impacts or benefits, and the time frame of implementation.

5.12.2.5 Following receipt of written notice proposing a change to the SCA pursuant to section 5.12.2.4, the SIG chairperson shall convene the SIG to discuss such proposed change(s). The SIG shall decide, using its normal rules of procedure, the type of analysis (if any) that should be performed on the proposed change(s), and, as applicable, whether the proposed change(s) shall be further considered.

5.12.2.6 After an analysis (if any) is completed and distributed to the SIG members, the SIG chairperson shall convene a meeting of the SIG to discuss the proposed change(s), and any modifications thereto. If BPA elects to submit the proposed change(s) for public comment, the SIG chairperson will postpone any vote on the proposed change(s) for up to 45 calendar days to permit BPA to conduct a public comment process.

5.12.2.7 At a meeting of the SIG, the SIG chairperson shall put to a vote the question of whether the proposed change(s) should be recommended for implementation. If a Majority of the SIG members vote in favor of implementing the proposed change(s), then the proposed change(s) will be implemented by BPA unless:

- (1) the BPA SIG member opposes the proposed change(s), in which case the proposed change(s) shall not be adopted, and the Slice Computer Application shall not be revised; or
- (2) the BPA SIG member approves the proposed change(s), and one or more Slice Customer SIG members who voted against the implementation of the proposed change(s) request in writing to all SIG members, within 10 calendar days of the Majority vote approving such implementation, a second vote by all Slice Customer SIG members on the question of whether the proposed change(s) should be implemented. In this event, implementation shall be deferred until such second vote is taken. Such second vote shall be taken within 20 calendar days of the date of such Majority vote. If a Super Majority of the Slice Customer SIG members affirm the proposal under such second vote to implement the proposed change(s), then the proposed change(s) will be implemented. If a Super Majority of the Slice Customer SIG members does not affirm under such second vote to implement

the proposed change(s), then the proposed change(s) will not be implemented.

5.13 Creditworthiness

Lewis shall execute a Creditworthiness Agreement with BPA prior to or coincident with execution of this Agreement.

5.14 True-Up Adjustment Charge

5.14.1 Interest Rate Applied to Slice True-Up Adjustment Charge and Time Periods During Which Interest is Applied

BPA shall calculate a Slice True-Up Adjustment Charge annually pursuant to section 2.7.4 of the TRM.

5.14.1.1 Determination of Interest Rate

Interest shall be computed and added to the Slice True-Up Adjustment Charge using the daily simple interest rate. The daily simple interest rate shall be the Prime Rate for Large Banks as reported in the Wall Street Journal or successor publication in the first issue of the Fiscal Year in which the Slice True-Up Adjustment Charge is calculated, divided by 365. The daily simple interest rate will be fixed on the first day of the Fiscal Year in which the Slice True-Up Adjustment Charge is calculated for the time periods specified under section 5.14.1.2.

5.14.1.2 Time Periods During Which Interest is Applied

Interest determined pursuant to section 5.14.1.1 shall be computed and added to the Slice True-Up Adjustment Charge for Lewis for the time periods defined as follows:

- (1) If the Slice True-Up Adjustment Charge is a credit to Lewis, then the period for interest computation will begin with the first day of the Fiscal Year in which the Slice True-Up Adjustment Charge is calculated, and will end on the due date of the bill that contains such credit.
- (2) If the Slice True-Up Adjustment Charge is a charge payable to BPA, then the period for interest computation will begin with the first day of the Fiscal Year in which the Slice True-Up Adjustment Charge is calculated, and will end, with regard to the portion to be paid, on the due date for each of the three monthly bills in which the Slice True-Up Adjustment Charge appears. If Lewis elects to pay the charge in one month, then Lewis shall notify BPA in writing and the period for interest computation will begin with the first day of the Fiscal Year in which the Slice True-Up Adjustment Charge is calculated and will end on the due date for the

next monthly bill issued following the day such Slice True-Up Adjustment Change is calculated.

- (3) If a credit or charge contained in a Slice True-Up Adjustment Charge is subject to dispute resolution pursuant to Attachment A of the TRM or has been reserved for final disposition in the next 7(i) Process, all pursuant to the TRM, and if there is an adjustment to such credit or charge as a result thereof, then the period for the interest calculation shall begin on the first day of the Fiscal Year in which the disputed Slice True-Up Adjustment Charge was calculated and will end as specified in section 5.14.1.2(1) or (2) depending upon whether the adjustment is a credit or a charge.

6. TIERED RATE METHODOLOGY

- 6.1 BPA has proposed the TRM to FERC for either confirmation and approval for a period of 20 years (through September 30, 2028) or a declaratory order that the TRM meets cost recovery standards. The then-effective TRM shall apply in accordance with its terms and shall govern BPA's establishment, review and revision pursuant to section 7(i) of the Northwest Power Act, of all rates for power sold under this Agreement.
- 6.2 In the event that FERC approves the TRM for a period less than through September 30, 2028, or issues a declaratory order that the TRM meets cost recovery standards for a period less than through September 30, 2028, BPA shall, before the approved period of the TRM expires: (1) propose continuation of the TRM in a hearing conducted pursuant to section 7(i) of the Northwest Power Act or its successor; and then (2) resubmit the TRM to FERC for approval or declaratory affirmation of cost recovery standards through September 30, 2028.
- 6.3 The recitation of language from the TRM in this Agreement is not intended to incorporate such language into this Agreement. The TRM's language may be revised, but only in accordance with the requirements of TRM sections 12 and 13. If language of the TRM is revised, then any such language recited in this Agreement shall be modified accordingly, and the Amendment process of section 24.1 shall not apply to any such modifications.
- 6.4 Any disputes over the meaning of the TRM or rates or whether the Administrator is correctly implementing the TRM or rates, including but not limited to matters of whether the Administrator is correctly interpreting, applying, and otherwise adhering or conforming to the TRM or rate, shall (1) be resolved pursuant to any applicable procedures set forth in the TRM; (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 (subject to any further review by the United States Supreme Court); and (3) if resolved by the Administrator outside such a section 7(i) proceeding, be reviewable as a final action 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 Lewis through such judicial review shall be Lewis' sole and exclusive remedy for such disputes, except as provided in the next paragraph.

Any knowing failure of BPA to abide by the TRM, or any BPA repudiation of its obligation here and under the TRM to revise the TRM only in accordance with the TRM sections 12 and 13 procedures for revision, would be a matter of contract to be resolved as would any other claim of breach of contract under this Agreement. For purposes of this paragraph, when there is a dispute between BPA and Lewis concerning what the TRM means or requires, a "knowing failure" shall occur only in the event the United States Court of Appeals for the Ninth Circuit or, upon further review, the United States Supreme Court rules against BPA on its position as to what the TRM means or requires and BPA thereafter persists in its prior position.

6.5 BPA shall not publish a Federal Register Notice regarding BPA rates or the TRM that prohibits, limits, or restricts Lewis' right to submit testimony or brief issues on rate matters regarding the meaning or implementation of the TRM or establishment of BPA rates pursuant to it, provided however for purposes of BPA's conformance to this paragraph a "rate matter" shall not include budgetary and program level issues.

6.6 The TRM established by BPA as of the Effective Date includes, among other things, the following:

6.6.1 Definitions (from Definitions section of the TRM):

"Contract High Water Mark" or "CHWM" means the amount (expressed in Average Megawatts), computed for each customer in accordance with section 4 of the TRM. For each customer with a CHWM Contract, the CHWM is used to calculate each customer's RHWM in the RHWM Process for each applicable Rate Period. The CHWM Contract specifies the CHWM for each customer.

"Rate Period High Water Mark" or "RHWM" means the amount, calculated by BPA in each RHWM Process (as defined in the TRM) pursuant to the formula in section 4.2.1 of the TRM and expressed in Average Megawatts, that BPA establishes for each customer based on the customer's CHWM and the RHWM Tier 1 System Capability (as defined in the TRM). The maximum planned amount of power a customer may purchase under Tier 1 Rates each Fiscal Year of the Rate Period is equal to the RHWM for Load Following customers and the lesser of RHWM or Annual Net Requirement for Block and Slice/Block customers.

“Contract Demand Quantity” or “CDQ” means the monthly quantity of demand (expressed in kilowatts) included in each customer’s CHWM Contract that is subtracted from the Customer System Peak (as defined in the TRM) as part of the process of determining the customer’s Demand Charge Billing Determinant (as defined in the TRM), as calculated in accordance with section 5.3.5 of the TRM.

6.6.2 Rate Period High Water Mark Calculation (from section 4.2.1 of the TRM):

Expressed as a formula, the RHWM will be calculated by BPA for each customer as follows:

$$RHWM = \frac{CHWM}{\Sigma CHWM} \times TISC$$

where:

RHWM = Rate Period High Water Mark, expressed in Average Megawatts

CHWM = Contract High Water Mark

ΣCHWM = sum of all customers’ Contract High Water Marks, including those for customers without a CHWM Contract

TISC = forecast RHWM Tier 1 System Capability (as defined in the TRM), averaged for the Rate Period

7. HIGH WATER MARKS AND CONTRACT DEMAND QUANTITIES

7.1 Contract High Water Mark (CHWM)

BPA shall establish Lewis’ CHWM in the manner defined in section 4.1 of the TRM that was current as of the Effective Date. Lewis’ CHWM and the circumstances under which it can change are stated in Exhibit B.

7.2 Rate Period High Water Mark (RHWM)

Lewis’ CHWM shall also be Lewis’ RHWM for FY 2012 and FY 2013. BPA shall establish Lewis’ RHWM for the next Rate Period by September 30, 2012, and for subsequent Rate Periods by September 30 of each Forecast Year thereafter. BPA shall establish Lewis’ RHWM in the manner defined in section 4.2 of the TRM that was current as of the Effective Date.

7.3 Contract Demand Quantities (CDQs)

BPA shall establish Lewis' CDQs pursuant to the TRM. Lewis' CDQs are listed in Exhibit B.

8. APPLICABLE RATES

Purchases under this Agreement are subject to the following rate schedules, or their successors: Priority Firm Power (PF), New Resource Firm Power (NR), and Firm Power Products and Services (FPS), as applicable. Billing determinants for any purchases will be included in each rate schedule. Power purchases under this Agreement are subject to BPA's Wholesale Power Rate Schedules, established in accordance with the TRM, as applicable, and its GRSPs (or their successors).

8.1 Priority Firm Power (PF) Rates

BPA shall establish its PF power rates that apply to purchases under this Agreement pursuant to section 7 of the Northwest Power Act, and in accordance with the TRM. BPA shall establish PF power rates that include rate schedules for purchase amounts at Tier 1 Rates and purchase amounts at Tier 2 Rates. Lewis' purchases of: (1) Tier 1 Block Amounts, as specified in section 1 of Exhibit C, and (2) Critical Slice Amounts, as specified in section 2 of Exhibit I, shall be at Tier 1 Rates. Lewis' purchases of Tier 2 Block Amounts, if any, shall be at the applicable Tier 2 Rates and in accordance with the terms of section 2 of Exhibit C.

8.2 New Resource Firm Power (NR) Rate

Pursuant to sections 23.3.6 and 23.3.7, Lewis agrees to serve NLSLs with Dedicated Resources or Consumer-Owned Resources listed in section 4 or 7.4, respectively, of Exhibit A.

8.3 Firm Power Products and Services (FPS) Rate

Services sold under this Agreement to Lewis at the FPS rate, if any, are listed in Exhibit D.

8.4 Additional Charges

Lewis may incur additional charges or penalty charges as established in the Wholesale Power Rate Schedules and GRSPs, including the Unauthorized Increase Charge and the Resource Shaping Charge, or their successors.

9. ELECTIONS TO PURCHASE POWER PRICED AT TIER 2 RATES

9.1 Determination and Notice to Serve Above-RHWM Load

Lewis shall determine and provide notice, as described below, to BPA whether Lewis shall serve its Above-RHWM Load that is greater than or equal to 8,760 megawatt-hours with either: (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). Lewis shall make such determination and provide such notice as follows:

9.1.1 Notice Deadlines and Purchase Periods

Notice Deadlines and corresponding Purchase Periods are as follows:

| Notice Deadline | | Purchase Period |
|------------------------|-----|------------------------|
| November 1, 2009 | For | FY 2012 – FY 2014 |
| September 30, 2011 | For | FY 2015 – FY 2019 |
| September 30, 2016 | For | FY 2020 – FY 2024 |
| September 30, 2021 | For | FY 2025 – FY 2028 |

9.1.2 Elections to Purchase at Tier 2 Rates

By each Notice Deadline, Lewis shall elect in writing to purchase, or not to purchase, Firm Requirements Power at Tier 2 Rates for at least the upcoming Purchase Period. If Lewis elects to purchase Firm Requirements Power at Tier 2 Rates, then Lewis shall make such election pursuant to sections 2.2 through 2.4 of Exhibit C. BPA shall update Exhibit C to state Lewis' Tier 2 Rate purchase elections.

9.1.3 Elections Not to Purchase at Tier 2 Rates

If Lewis elects under section 9.1.2 not to purchase Firm Requirements Power at Tier 2 Rates to serve Above-RHWM Load for a Purchase Period, BPA shall update section 2.1 of Exhibit C to indicate such election. Such election shall not eliminate any existing obligation that extends into the Purchase Period or beyond to purchase Firm Requirements Power at Tier 2 Rates.

9.1.4 Failure to Make an Election

If Lewis makes no election by a Notice Deadline in section 9.1.1 for the corresponding Purchase Period, Lewis shall be deemed to have elected not to purchase Firm Requirements Power at Tier 2 Rates to serve Above-RHWM Load, except for any existing obligation to purchase such power that extends into the Purchase Period or beyond.

9.2 Tier 2 Rate Alternatives

Subject to the requirements of this section 9 and those stated in Exhibit C, Lewis shall have the right to purchase Firm Requirements Power at Tier 2 Vintage Rates and Tier 2 Short-Term Rates.

9.3 Flat Block

Amounts of Firm Requirements Power priced at Tier 2 Rates and purchased by Lewis shall be equal in all hours of the year.

10. TIER 2 REMARKETING AND RESOURCE REMOVAL

For the purpose of this section 10, any Dedicated Resources added to Exhibit A pursuant to section 3.5.3 or 3.5.7 do not have temporary resource removal or remarketing rights under this section. In addition, any Dedicated Resource amounts or amounts purchased at a Tier 2 Rate that would otherwise be made eligible for removal or remarketing due to the addition of resources under section 3.5.3 do not have temporary resource removal or remarketing rights under this section.

10.1 Definition of Preliminary Net Requirement

“Preliminary Net Requirement” means BPA’s forecast of Lewis’ Net Requirement for each Fiscal Year prior to the removal of any resources in accordance with this section 10.

10.2 Resource Removal and Remarketing of Tier 2 Purchase Amounts – First Fiscal Year of Each Rate Period

If Lewis’ Preliminary Net Requirement for the first Fiscal Year of an upcoming Rate Period is less than the sum of: (1) Lewis’ RHW, and (2) Lewis’ Tier 2 Rate purchase amounts, as stated in Exhibit C, then Tier 2 remarketing and removal of New Resources shall apply for such year to the extent necessary to comply with section 10.4. If such remarketing and removal of New Resources applies, then by August 31 of the applicable Rate Case Year, Lewis may notify BPA of the order and associated amounts of Lewis’ Tier 2 Rate purchase amounts that BPA shall remarket and the New Resources Lewis shall remove for the upcoming Fiscal Year. If compliance with the requirements of section 10.4 would cause Lewis to remove part or all of any New Resource that Lewis uses to fulfill a state or federal renewable resource standard or other comparable legal obligation, then Lewis shall have the right to substitute its right to remove New Resources for the same amount of Existing Resources to the extent necessary to comply with section 10.4, provided that the hourly, monthly, and Diurnal amounts so removed shall be equal to the hourly, monthly, and Diurnal amounts provided by the New Resources that Lewis would have otherwise been obligated to remove.

If Lewis does not provide BPA with such timely notice in accordance with the preceding paragraph, then BPA shall determine the order and associated amounts of Tier 2 remarketing and removal of New Resources to the extent necessary to comply with section 10.4.

10.3 Resource Removal and Remarketing of Tier 2 Purchase Amounts – Subsequent Fiscal Years of Each Rate Period

For each subsequent Fiscal Year of each Rate Period, the process established in section 10.2 shall also apply, and after BPA remarkets all Tier 2 Rate purchase amounts and Lewis removes all amounts of its New Resources, then Existing Resources are eligible for resource removal to the extent necessary to comply with section 10.5. By August 31 prior to the applicable Fiscal Year, Lewis may notify BPA of the order and associated amounts of Existing Resource removal for the upcoming Fiscal Year.

If Lewis does not provide BPA with such timely notice, then BPA shall determine the order of and associated amounts of Existing Resource removal for the upcoming Fiscal Year.

10.4 Extent of Removal for the First Fiscal Year of Each Rate Period

Tier 2 remarketing and resource removal pursuant to section 10.2 shall apply until:

- (1) the remarketed Tier 2 Rate purchase amounts plus the removed New Resource amounts equal the amount by which Lewis' Tier 2 Rate purchase amounts plus its RHWM exceed its Preliminary Net Requirement, or
- (2) all of Lewis' Tier 2 Rate purchase amounts are remarketed and all of its New Resources are removed.

- 10.5 Extent of Removal for Subsequent Fiscal Years of Each Rate Period**
For each subsequent Fiscal Year of a Rate Period, Tier 2 remarketing and resource removal pursuant to section 10.3 shall apply as stated in section 10.4. In addition, if Lewis' Preliminary Net Requirement for the applicable subsequent Fiscal Year of a Rate Period is lower than Lewis' Preliminary Net Requirement for the first Fiscal Year of the same Rate Period, then resource removal shall apply to Lewis' Existing Resources. As long as Lewis has Existing Resources to remove, the amount of such removal shall equal the lesser of: (1) the remaining amount that Lewis' RHWM exceeds its Preliminary Net Requirement, or (2) the difference between Lewis' Preliminary Net Requirement for the first Fiscal Year and Lewis' Preliminary Net Requirement for the applicable subsequent Fiscal Year of the Rate Period. If Lewis' Preliminary Net Requirement for the applicable subsequent Fiscal Year of a Rate Period is greater than or equal to Lewis' Preliminary Net Requirement for the first Fiscal Year of the same Rate Period, then resource removal shall not apply to Lewis' Existing Resources.
- 10.6 Partial Resource Removal**
When only a portion of a Specified Resource or Unspecified Resource Amounts is being removed pursuant to section 10.2 or 10.3, such resources shall be removed proportionally to maintain the same annual shape for the resource that Lewis has established in Exhibit A.
- 10.7 Rounding of Tier 2 Rate Purchase Amounts**
To the extent remarketing of Tier 2 Rate purchase amounts results in an amount less than a whole Average Megawatt, BPA shall round such amount to a whole Average Megawatt.
- 10.8 Remarketing of Power Priced at Tier 2 Rates**
Consistent with rates established under the TRM, Lewis shall be subject to applicable charges or credits associated with BPA's remarketing of purchase amounts of Firm Requirements Power at Tier 2 Rates. Except as specified in section 10.9, Lewis shall be responsible for remarketing of any amounts of its Dedicated Resources, Specified or Unspecified, that are removed pursuant to sections 10.2 or 10.3.
- 10.9 Removal of Resources Taking DFS**
The following shall apply for any Dedicated Resources: (1) for which Lewis is purchasing DFS under this Agreement, and (2) that are partially or entirely removed in accordance with sections 10.2 or 10.3.

10.9.1 Lewis shall continue to supply the entire amount of any such resources to BPA consistent with applicable provisions stated in Exhibit D.

10.9.2 BPA shall remarket the amounts of any such resources that are removed pursuant to sections 10.2 or 10.3 in the same manner BPA remarkets Tier 2 Rate purchase amounts in section 10.8. BPA shall continue to provide DFS in accordance with applicable provisions in Exhibit D to any amounts of such resources that remain after resource removal.

11. RIGHT TO CHANGE PURCHASE OBLIGATION

11.1 One-Time Right to Change Purchase Obligation

Subject to this section 11.1, Lewis shall have a one-time right to change its purchase obligation, identified in section 3, to another purchase obligation available from BPA, including Load Following or Block. If Lewis chooses to change its purchase obligation under this section 11.1, then Lewis shall first provide notice to BPA of its intent and then confirm its decision as established below. Any elections of Tier 2 Rate alternatives, Dedicated Resource additions, or other notices given to BPA under this Agreement 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 the new purchase obligation as described in section 11.1.3.

11.1.1 Notice to Change

By May 31, 2016, Lewis may provide written notice to BPA that it is requesting to change its purchase obligation effective October 1, 2019, subject to confirmation described in section 11.1.4. Lewis' notice shall state the type of service requested.

11.1.2 Limitations Due to Peak Load Increase

By July 31, 2016, BPA shall assess the aggregate effect of all requests to change purchase obligations on BPA's forecast of its total monthly firm coincident peak loads in the first year the changes become effective. If the increase in this peak load in any one month exceeds 300 megawatts, then BPA may, after consulting with Lewis and other customers with a CHWM Contract, do one of the following to reduce the increase in such peak load to 300 megawatts: (1) deny Lewis' request to change its purchase obligation, or (2) approve Lewis' request but defer the date on which Lewis' new purchase obligation change becomes effective.

11.1.3 Charge to Change Purchase Obligation

In addition to the limitations established in section 11.1.2, Lewis may be subject to charges, in addition to the rates for the new service, as a result of changing its purchase obligation pursuant to this

section 11.1. Such additional charges shall recover all additional costs that: (1) will be incurred by BPA to serve Lewis 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 Lewis makes a request to change its purchase obligation pursuant to this section 11.1, then by August 31, 2016, BPA shall determine and present Lewis with any such additional charges. BPA shall not be required to make a payment to Lewis as a result of Lewis changing its purchase obligation.

11.1.4 Change Confirmation

Within 30 days of BPA's presentation to Lewis of the additional charges determined in section 11.1.3, Lewis shall provide BPA with written notice whether it wishes to proceed with its request to change its purchase obligation. If Lewis does not provide BPA with such confirmation, then Lewis' existing purchase obligation identified in section 3 shall continue to apply.

11.1.5 Amendment to Reflect New Purchase Obligation

Following Lewis' confirmation of its decision to change its purchase obligation, the Parties shall amend this Agreement to replace the terms of Lewis' current purchase obligation with the terms of the new purchase obligation. The amended Agreement shall be effective no later than October 1, 2019.

11.2 Additional Rights to Change Purchase Obligation

In addition to the opportunity to change its purchase obligation provided in section 11.1, Lewis may elect to change its purchase obligation to that stated in section 11.2.4 after the occurrence of any of the events listed in sections 11.2.1 through 11.2.3.

11.2.1 Simulator Fails Simulator Performance Test

If, as of October 31, 2010, BPA has failed to perform the Simulator Performance Test, or the Simulator has failed one or more of the four tests that comprise the Simulator Performance Test, then Lewis may change its purchase obligation to that stated in 11.2.4 by providing written notice to BPA in accordance with section 20. Such written notice must be received by BPA no later than January 15, 2011. Unless the Parties agree otherwise, the effective date of the change in purchase obligation to the contingent contract amendment shall be July 1, 2011.

11.2.2 No Slice Output Energy Available on a Forecasted Basis

Lewis may change its purchase obligation to that stated in 11.2.4 by providing written notice in accordance with section 20 not later than 60 days after BPA forecasts, prior to the first day of any Fiscal Year, that there will be no Slice Output Energy available for delivery to Lewis during such Fiscal Year and the immediately following Fiscal

Year, or in the event there is no Slice Output Energy available to Lewis during any two consecutive Fiscal Years. Unless the Parties agree otherwise, the effective date of the contingent contract amendment shall be October 1 of the Fiscal Year in which BPA has forecasted that there will be no Slice Output Energy available for delivery to Lewis.

11.2.3 Changes to Transmission Scheduling Practices

Lewis may change its purchase obligation to that stated in section 11.2.4 by providing written notice to BPA in accordance with section 20 not later than 60 calendar days after BPA, or its successor, adopts standards, rules, practices or procedures, that require Lewis to schedule hourly energy based on Scheduling Points of Receipt for each of the Tier 1 System Resources from which Lewis may receive Slice Output Energy under this Agreement. Unless the Parties agree otherwise, the effective date of the contingent contract amendment shall be October 1 of the Fiscal Year following the date BPA adopts such policy.

11.2.4 Alternative Requirements Power Purchase Obligation

Lewis selects the Load Following Power Purchase Obligation as the purchase obligation that it will purchase in the event Lewis changes its purchase obligation under the events specified in sections 11.2.1 through 11.2.3. Not later than the deadlines shown in sections 11.2.1 through 11.2.3, the Parties shall execute a contract amendment for the selected purchase obligation. Such contract amendment shall contain the same terms and conditions as this Agreement, including any elections or choices made under this Agreement that are applicable to the new purchase obligation selected by Lewis.

11.2.5 Waiver of Certain Claims for Damages

In the event that Lewis changes its purchase obligation in accordance with this section 11, Lewis agrees not to seek and hereby waives the right, if any such right exists, to pursue any claim for damages from BPA due to any such change. This waiver is limited to any claims Lewis may have arising from changes to Lewis' purchase obligation under this section 11. This waiver has no application to, and Lewis hereby expressly preserves, any claims for damages arising under any other section of this Agreement.

12. BILLING CREDITS AND RESIDENTIAL EXCHANGE

12.1 Billing Credits

If Lewis develops a Generating Resource to serve its loads, then Lewis 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 Lewis' bills under this Agreement. This section does not apply to any billing credit contracts in effect as of the Effective Date.

12.2 Agreement to Limit Exchange Costs of Existing Resources

Lewis agrees it will not seek and shall not receive residential exchange benefits pursuant to section 5(c) of the Northwest Power Act other than pursuant to Section IV(G) of BPA's 2008 Average System Cost Methodology or its successor. Lewis recognizes that the quantity of residential load will be determined in a subsequent policy or rate determination. Lewis' agreement in this section 12.2 is a material precondition to BPA offering and executing this Agreement.

13. SCHEDULING

Lewis shall schedule power in accordance with Exhibit F.

14. DELIVERY

14.1 Definitions

14.1.1 "Integrated Network Segment" means those facilities of the Federal Columbia River Transmission System that are required for the delivery of bulk power supplies, the costs for which are recovered through generally applicable transmission rates, and that are identified as facilities in the Integrated Network Segment, or its successor, in the BPA segmentation study for the applicable transmission rate period as determined in a hearing establishing or revising BPA's transmission rates pursuant to section 7(i) of the Northwest Power Act.

14.1.2 "Primary Points of Receipt" means the points on the Pacific Northwest transmission system where Firm Requirements Power is forecasted to be made available by Power Services to Lewis for purposes of obtaining a long-term firm transmission contract.

14.1.3 "Scheduling Points of Receipt" means the points on the Pacific Northwest transmission system where Slice Output Energy is made available by Power Services to Lewis for purposes of transmission scheduling.

14.2 Transmission Service

14.2.1 Lewis is responsible for delivery of power from the Scheduling Points of Receipt, except as provided under section 14.6.

14.2.2 Lewis shall provide at least 60 days' notice to Power Services prior to changing Balancing Authority Areas.

14.2.3 At Lewis' request, Power Services shall provide Lewis with Primary Points of Receipt and other information needed to enable Lewis to obtain long-term firm transmission for delivery of power sold under this Agreement. If required by Transmission Services for purposes of transmission scheduling, then Power Services shall provide Lewis

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

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

14.3 Liability for Delivery

Lewis 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 Tier 1 Block Amounts and Tier 2 Block Amounts to Lewis' PODs listed in Exhibit E.

Lewis shall be responsible for all real power losses associated with the delivery of its Slice Output Energy except BPA shall be responsible for real power losses associated with the delivery of Slice Output Energy across the Third Party Transmission Provider's system to Lewis' PODs listed in Exhibit E.

14.5 Metering Losses

BPA shall adjust measured amounts of power to account for losses, if any, that occur between Lewis' 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 to deliver Firm Requirements Power and Surplus Firm Power to Lewis' PODs, as listed in Exhibit E, in an amount not to exceed Lewis' Total Retail Load on an hourly basis. In the event that a conflict exists between the provisions of this Agreement and the Agreement Regarding Transfer Service (ARTS) Contract No. 05EO-40080, this Agreement shall govern.

14.6.1 Ancillary Services

BPA shall acquire and pay for Ancillary Services, as defined in BPA's Open Access Transmission Tariff, needed for Lewis' Transfer Service subject to the following limitations:

- (1) Lewis shall reimburse BPA for load regulation service or its replacement at the applicable Transmission Services rate, or its successor.
- (2) BPA shall pay for the Ancillary Service(s) charged by a Third-Party Transmission Provider to deliver Firm Requirements Power to the PODs listed in Exhibit E, only if Lewis is also purchasing such Ancillary Service(s) from Transmission Services to deliver Firm Requirements Power to the PODs in Exhibit E. If at any time Lewis is not purchasing Ancillary Service(s) from Transmission Services to deliver Firm Requirements Power to one or more of the PODs listed in Exhibit E, then Lewis shall reimburse BPA for the Ancillary

Service(s) charges BPA has incurred from the Third Party Transmission Provider to deliver power to such POD(s), at the applicable or equivalent Transmission Services Ancillary Services rate.

14.6.2 Low Voltage Delivery

Low Voltage Delivery is service over the Low Voltage Segment by any Third Party Transmission Provider's system. "Low Voltage Segment" means the facilities of a Third-Party Transmission Provider that are equivalent to the voltage level of the facilities excluded by Transmission Services from the Integrated Network Segment. For Low Voltage Delivery, Lewis shall pay Power Services the applicable General Transfer Agreement (GTA) Delivery Charge, or its successor rate, consistent with the applicable BPA Wholesale Power Rate Schedules and GRSPs. The Parties shall list Lewis' PODs that require Low Voltage Delivery in Exhibit E.

14.6.3 Direct Assignment Costs

Lewis shall pay BPA for all directly assigned costs, including but not limited to: facility or system studies costs, construction costs, upgrade costs, and expansion costs, or other capital costs for facilities directly associated with service to any Lewis PODs assessed by the Third Party Transmission Provider to BPA. Such costs shall be consistent with Transmission Service's "Guidelines for Direct Assignment Facilities," and the "Final Supplemental Guidelines for Direct Assignment of Facilities Costs Incurred Under Transfer Agreements" included in BPA's Long Term Regional Dialogue Final Policy, July 2007, or any other revision of that policy, or as established in a BPA 7(i) Process.

14.6.4 Penalties Assessed By the Third Party Transmission Provider

BPA has the right to directly pass through to Lewis 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. 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 Lewis consents to the termination or if the Parties determine that Lewis' 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 for federal power deliveries to serve Lewis' Annexed Load. Lewis shall provide BPA written notice of any Annexed Load acquired greater than

one Average Megawatt no later than 90 days prior to the commencement of service to the Annexed Load. However, BPA's obligation to provide Transfer Service to Lewis' Annexed Load shall be limited by the megawatt caps and process for Annexed Load and new public customers set forth in BPA's Long Term Regional Dialogue Final Policy, July 2007, or any revision of that policy.

14.6.7 Non-Federal Deliveries

If Lewis has a non-federal resource or is acquiring a non-federal resource necessary to serve its Above-RHWM Load, and Lewis has requested that BPA assist in the acquisition of transmission services for such resource, then BPA shall offer Lewis a separate agreement for 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 Lewis' system. The terms of the agreement BPA offers to Lewis shall not be subject to section 22, Governing Law and Dispute Resolution. BPA shall develop the agreement consistent with the principles of service specified in Exhibit G.

14.7 Delivery of New Resources Over Multiple Transmission Systems

14.7.1 Determination of Lewis' Baseline Load Percentages

If Lewis is applying New Resources to serve its Above-RHWM Load and its load is located on multiple transmission systems, then BPA shall by July 31, 2010, and by July 31 of every Forecast Year through the term of this Agreement:

- (1) calculate Lewis' baseline delivery percentages and amounts for the upcoming Rate Period. Such percentages and amounts shall be based on BPA's forecast Total Retail Load for Lewis for use in the applicable RHWM process, and shall serve as the basis from which BPA calculates any cost shifts, pursuant to section 14.7.3 below. BPA shall calculate Lewis' load growth on each applicable transmission system by comparing forecast Total Retail Load on each applicable transmission system to Total Retail Load in 2010 on each applicable transmission system. BPA shall then calculate Lewis' baseline delivery percentages by comparing Lewis' load growth on each applicable transmission system and Lewis' load growth on all transmission systems. BPA shall then calculate Lewis' baseline delivery amounts by applying Lewis' baseline delivery percentage for each transmission system to Lewis' Above-RHWM Load; and
- (2) revise Exhibit D to list Lewis' baseline delivery percentages and amounts.

14.7.2 De Minimis Load

If, when BPA calculates Lewis' baseline delivery percentages and amounts, Lewis' Above-RHWM Load served over a transmission system is forecasted to be less than 8,760 megawatt-hours, then Lewis' delivery amount for that system shall be zero, and the load deemed de minimis shall be added to the delivery amount of the other transmission system(s).

14.7.3 Delivery of New Resources at Percentages Different than Baseline

14.7.3.1 Notification of Proposed Delivery Option

Lewis may notify BPA by August 15, 2010, and by August 15 of every Forecast Year through the term of this Agreement, of Lewis' proposed option for delivering its New Resources and non-federal resources which Lewis is seeking to include as a New Resource to its Above-RHWM Loads. In such notice, Lewis shall provide BPA a table that includes the monthly amounts of each New Resource and non-federal resource which Lewis is seeking to include as a New Resource, in megawatt-hours, and that it proposes to deliver over each transmission system to its load(s) for the upcoming Rate Period. Lewis' proposed delivery amount over a transmission system shall be no more than the minimum forecast load served over such transmission system during any hour of the upcoming Rate Period.

14.7.3.2 Cost Shift Calculations

Once BPA receives notification from Lewis with its proposed delivery amounts, BPA shall compare the baseline delivery amounts and Lewis' proposed delivery amounts to calculate the costs BPA determines would be shifted between the Lewis and Tier 1 Rates by such a proposal.

In its calculation of Lewis' cost shifts, BPA shall:

- (1) include any reasonable cost shifts from Lewis to Tier 1 Rates;
- (2) include any reasonable benefits of Lewis' delivery proposal that offset costs to BPA; and
- (3) not include any costs to Lewis attributable to future BPA resource acquisition decisions.

Such categories of costs shall include, but are not limited to, losses, risk of increased curtailments, ancillary services, and increased costs of delivering remote BPA resources that BPA is acquiring at the time that Lewis' non-federal resource is

first included in Lewis' delivery option. Once BPA, in consultation with Lewis, determines the categories of costs for each New Resource and non-federal resource which Lewis is seeking to include as a New Resource that will apply in BPA's cost shift calculation, BPA shall not add any additional categories of costs into its calculations as long as the resource remains committed to serve load interconnected to the same transmission system.

14.7.3.3 Notification of Costs and Exhibit D Revision

BPA shall notify Lewis of such costs by September 15, 2010, and by September 15 of every Forecast Year through the term of this Agreement.

If the Parties agree to mutually acceptable delivery options that are different than the baseline delivery percentages, the Parties shall, by September 30, 2010, revise Exhibit D to include the details of such delivery options. If there are any changes to Lewis' New Resources, significant changes to load, significant changes to transmission conditions, or other changes that directly affect the cost shift categories since the previous cost shift calculation, then the Parties shall revise Exhibit D to reflect such changes by September 30 of every Forecast Year through the term of this Agreement.

14.7.4 Delivery of New Resources at the Baseline Delivery Percentages

Unless the Parties have agreed otherwise pursuant to section 14.7.3 above, Lewis shall apply its New Resources to serve its Above-RHWM Load consistent with the baseline delivery percentages listed in Exhibit D.

15. METERING

15.1 Requirements for Meters

BPA shall access Lewis' load meter data for purposes of forecasting and planning. The following requirements shall apply to all meters listed in Exhibit E.

15.1.1 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 forecast and plan for Lewis' power needs under this Agreement. Lewis authorizes BPA to maintain and replace any BPA owned meter on Lewis facilities. With reasonable notice from BPA and for the purpose of implementing this provision, Lewis shall grant BPA reasonable physical access to BPA owned meters at BPA's request.

If, at any time, BPA or Lewis 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.

BPA shall give Lewis access to meter data from the BPA owned meters listed in Exhibit E.

15.1.2 Non-BPA Owned Meters

15.1.2.1 Customer Owned Meters

For all Lewis owned metering equipment that is needed by BPA to forecast and plan for Lewis' power needs under this Agreement, Lewis shall give BPA direct, electronic access to meter data from all Lewis owned meters that are capable of being accessed electronically. For the purpose of inspection, Lewis shall grant BPA reasonable physical access to Lewis' meters at BPA's request.

Lewis shall operate, maintain, and replace, as necessary at Lewis' expense, all Lewis owned metering equipment.

If, at any time, BPA or Lewis determines that a Lewis owned meter listed in Exhibit E is defective or inaccurate, then Lewis 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 Lewis on Lewis owned meters listed in Exhibit E and, with reasonable advance notice, BPA may conduct tests on such meters. Lewis shall have the right to witness any meter tests conducted by BPA.

15.1.2.2 Non-BPA Owned Meters Not Owned by Lewis

For non-BPA owned meters not owned by Lewis needed by BPA to forecast and plan, Lewis shall make commercially reasonable efforts to arrange for such meters to be operated, maintained and replaced, as necessary.

If, at any time, it is determined that a non-BPA owned meter not owned by Lewis listed in Exhibit E is defective or

inaccurate, then Lewis shall make commercially reasonable efforts to arrange 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 Lewis listed in Exhibit E and, with reasonable advance notice, BPA may conduct tests on such meters. Lewis shall have the right to witness any meter tests conducted by BPA.

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

This section 15.1.2 shall not apply to non-BPA owned meters that are owned by a Third-Party Transmission Provider with which BPA holds a transmission contract for service to Lewis load. In these cases the metering arrangements shall be between BPA and the Third-Party Transmission Provider.

15.1.3 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 Lewis and Transmission Services.

All new and replaced meters installed by BPA or Lewis shall meet the American National Standard Institute standards, including, but not limited to, C12.20, Electricity Meters--0.2 and 0.5 Accuracy Classes and the Institute of Electrical and Electronics Engineers, Inc. standard C57.13, Requirements for Instrument Transformers, or their successors. Any new and replaced meters shall be able to record meter data hourly, store data for a minimum of 45 days, and be accessed electronically.

15.2 Metering an NLSL

Any loads that are monitored by BPA for an NLSL determination and any NLSLs shall be metered pursuant to section 23.3.4.

15.3 Metering Exhibit

Lewis shall provide meter data specified in section 17.3 and shall notify BPA of any changes to PODs, POMs, Interchange Points and related information for which it is responsible. BPA shall list Lewis' PODs and meters in Exhibit E.

16. BILLING AND PAYMENT

16.1 Billing

BPA shall bill Lewis monthly for all products and services provided during the preceding month(s). BPA may send Lewis an estimated bill followed by a final bill. The Issue Date is the date BPA electronically sends the bill to Lewis. If electronic transmittal of the entire bill is not practical, then BPA

shall transmit a summary electronically, and send the entire bill by United States mail.

16.2 Payment

Lewis 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 Lewis has made payment on an estimated bill then:

- (1) if the amount of the final bill exceeds the amount of the estimated bill, then Lewis 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 Lewis 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

After the Due Date, a late payment charge 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 4 percent, divided by 365; or
- (2) the Prime Rate times 1.5, divided by 365;

shall be applied each day to any unpaid balance.

16.4 Termination

If Lewis has not paid its bill in full by the Due Date, it shall have 45 days to cure its nonpayment by making payment in full. If Lewis does not provide payment within three Business Days after receipt of an additional written notice from BPA, and BPA determines in its sole discretion that Lewis is unable to make the payments owed, then BPA may terminate this Agreement. Written notices sent under this section 16.4 must comply with section 20.

16.5 Disputed Bills

16.5.1 If Lewis disputes any portion of a charge or credit on Lewis' estimated or final bills, Lewis 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, Lewis shall pay the entire bill by the

Due Date. This section 16.5.1 does not allow Lewis 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 22, Lewis 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 with any information that is necessary to administer this Agreement and to forecast Lewis' Total Retail Load, forecast BPA system load, comply with NERC reliability standards, prepare bills, resolve billing disputes, administer Transfer Service, and otherwise implement this Agreement. For example, this obligation includes transmission and power scheduling information and load and resource metering information (such as one-line diagrams, metering diagrams, loss factors, etc.). In addition, Lewis shall provide information BPA requests about Dedicated Resources for purposes of meeting BPA's statutory obligations under section 7(b) of the Northwest Power Act. Information requested under this section 17.1 shall be provided in a timely manner. If Lewis fails to provide BPA with information Lewis 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 Lewis has provided such information to BPA.

17.2 Reports

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

17.2.2 Within 30 days after its submittal to the Energy Information Administration (EIA), or its successor, Lewis shall e-mail a copy of its Annual Form EIA-861 Reports to BPA at kslf@bpa.gov. If Lewis is not

required to submit such reports to the EIA, then this requirement does not apply.

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 it is responsible. Lewis shall ensure BPA has access to all data from load and resource meters that BPA determines is necessary to forecast, plan, schedule, and bill under this Agreement. Access to this data shall be on a schedule determined by BPA. Meter data shall be in hourly increments for all meters that record hourly data. Meter data includes, but is not limited to: Lewis' actual amounts of energy used or expended for loads and resources, and the physical attributes of Lewis' meters.

17.3.2 Lewis consents to allow Power Services to receive the following information from Transmission Services or BPA's metering function: (1) Lewis' 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 At least 15 calendar days in advance, Lewis shall e-mail BPA at: (1) mdm@bpa.gov and (2) the contact shown in section 20 when the following events are planned to occur on Lewis' 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. 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 Lewis shall e-mail BPA at: (1) mdm@bpa.gov, and (2) the contact shown in section 20 within 72 hours after the event.

17.4 Data for Determining CHWM and CDQs

Upon request, Lewis shall provide to BPA any load and resource information that BPA determines is reasonably necessary to calculate Lewis' CHWM and CDQs. 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 Hourly Total Retail Load Data

BPA shall notify Lewis by June 30, 2009, if BPA determines that it does not have adequate hourly meter data to calculate Lewis' Total Retail Load. If BPA sends such notification, Lewis shall e-mail the following hourly data to BPA at kself@bpa.gov according to the schedule below. Lewis shall submit such data in a comma-separated-value (csv) format with the time/date stamp in one column and load amounts, with units of measurement specified, in another column.

17.5.1 By December 31, 2009, Lewis shall send to BPA Lewis' actual hourly Total Retail Load data for Fiscal Year 2002 through Fiscal Year 2009.

17.5.2 By December 31, 2010, Lewis shall send to BPA, Lewis' actual hourly Total Retail Load data for each Point of Delivery for Fiscal Year 2010.

17.5.3 By December 31, 2011, and by December 31 of each year thereafter, Lewis shall send BPA Lewis' actual hourly Total Retail Load data for the immediately preceding Fiscal Year.

17.6 Total Retail Load Forecast

By June 30, 2011, and by June 30 of each year thereafter, Lewis shall provide BPA a forecast of Lewis' monthly energy and Lewis' system coincidental peak of Lewis' Total Retail Load for the upcoming ten Fiscal Years. Lewis shall e-mail the forecast to BPA at kslf@bpa.gov, in a comma-separated-value (csv) format. Lewis shall send the csv file with the following data elements in separate columns:

- (1) four-digit calendar year,
- (2) three-character month identifier,
- (3) monthly energy forecast,
- (4) unit measurement of monthly energy forecast,
- (5) monthly Lewis-system coincidental peak forecast, and
- (6) unit measurement of monthly Lewis-system coincidental peak forecast.

17.7 Transparency of Net Requirements Process

17.7.1 Data Made Publicly Available

By July 31, 2011, and by July 31 every year thereafter, BPA shall make the following information publicly available to Lewis and all other BPA regional utility customers with a CHWM:

- (1) Lewis' measured Total Retail Load data for the previous Fiscal Year in monthly energy amounts and monthly customer-system peak amounts,
- (2) BPA's forecast of Lewis' Total Retail Load, for the upcoming Fiscal Year, in monthly energy amounts and monthly customer-system peak amounts, and
- (3) Lewis' Dedicated Resource energy and peak amounts for the upcoming Fiscal Year and the previous Fiscal Year.

17.7.2 Waiver of Confidentiality and Comment Process

Lewis waives all claims of confidentiality regarding the data described above. Lewis may provide comments regarding the published data to BPA within ten Business Days after notification. After reviewing any comments and no later than 60 days from the date BPA originally releases such data, BPA shall make available a final set of data and an explanation of any changes to Lewis and all other customers with a CHWM.

17.8 Confidentiality

Before Lewis provides information to BPA that is confidential, or is otherwise subject to privilege, or nondisclosure, Lewis shall clearly designate such information as confidential. BPA shall notify Lewis 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 only release such confidential information to comply 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.

17.9 Resources Not Used to Serve Total Retail Load

Lewis shall list in section 6 of Exhibit A all Generating Resources and Contract Resources Lewis owns that are: (1) not Specified Resources listed in section 2 of Exhibit A, and (2) greater than 200 kilowatts of nameplate capability. At BPA's request Lewis shall provide BPA with additional data if needed to verify the information listed in section 6 of Exhibit A.

18. CONSERVATION AND RENEWABLES

18.1 Conservation

18.1.1 Evaluations

At BPA's expense, BPA may conduct, and Lewis shall cooperate in, conservation impact and project implementation process evaluations to assess the amount, cost-effectiveness, and reliability of conservation in BPA's or Lewis' service area.

BPA shall select the timing, frequency, and type of such evaluations. BPA shall do so with reasonable consideration of Lewis' and Lewis' consumers' needs.

18.1.2 Reporting Requirements

18.1.2.1 This section 18.1.2.1 does not apply if Lewis' Total Retail Load from the most recent prior Fiscal Year is 25 annual Average Megawatts or less, or if Lewis purchases all of its power from BPA to serve its Total Retail Load. Beginning

June 1, 2010, and no later than June 1 every 2 years thereafter, Lewis shall submit a 10-year conservation plan stating Lewis' projection of planned conservation, including biennial conservation targets. This requirement may be satisfied by submitting any plans Lewis prepares in the normal course of business if the plans include, or are supplemented by, the information required above. This includes plans required under state law (such as the Washington State Energy Independence Act (RCW 19.285)).

18.1.2.2 Lewis shall verify and report all cost-effective (as defined by section 3(4) of the Northwest Power Act) non-BPA-funded conservation measures and projects savings achieved by Lewis through the Regional Technical Forum's Planning, Tracking and Reporting System or its successor tool. Verification protocols of conservation measures and projects, reporting timelines and documentation requirements shall comply with BPA's Energy Efficiency Implementation Manual or its successor.

18.2 Renewable Resources

18.2.1 Renewable Energy Certificates

BPA shall transfer Renewable Energy Certificates (RECs), or their successors, to Lewis in accordance with Exhibit H.

18.2.2 Reporting Requirements

This section 18.2.2 does not apply if Lewis' Total Retail Load is 25 annual Average Megawatts or less or if Lewis purchases all of its power from BPA to serve its Total Retail Load. If Lewis' Total Retail Load is above 25 annual Average Megawatts, the following requirements may be satisfied by submitting plans and reports Lewis prepares in the normal course of business as long as such plans and reports include the information required below.

Beginning September 1, 2012, and by September 1 every year thereafter, Lewis shall provide BPA with the following:

- (1) updated information on power forecasted to be generated over the forthcoming calendar year by renewable resources with nameplate capabilities greater than 200 kilowatts, including net metered renewable resources operating behind the BPA meter, used by Lewis to serve its Total Retail Load, under Exhibit A. Such information shall include: project name, fuel type(s), location, date power purchase contract signed, project energization date, capacity, capacity factor, remaining term of purchase (or if direct ownership remaining life of the project), and the percentage of output that will be used to serve Lewis'

Total Retail Load that calendar year. Where resources are jointly owned by Lewis and other customers that have a CHWM Contract, Lewis may either submit a report on behalf of all owners or identify the customer that will submit the report;

- (2) the amount of all purchases of RECs used to meet requirements under state or federal law for the forthcoming calendar year; and
- (3) if Lewis is required under state law or by Transmission Services to prepare long-term integrated resource plans or resource forecasts, then Lewis shall provide Power Services with updated copies of such or authorize Transmission Services to provide them directly to Power Services.

19. RESOURCE ADEQUACY

By November 30, 2010, and by November 30 each year thereafter, Lewis shall provide to the Pacific Northwest Utilities Conference Committee (PNUCC), or its successor, forecasted loads 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 Regional Resource Adequacy Forum, or a successor, BPA may require Lewis to submit additional data to the Northwest Power and Conservation Council (Council) that BPA determines is necessary for the Council to perform a regional resource adequacy assessment.

The requirements of this section 19 are waived if Lewis purchases from BPA all of its power to serve its Total Retail Load.

20. NOTICES AND CONTACT INFORMATION

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, if both Parties have means to verify 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. Either Party may change the name or address for delivery of notice by providing notice of such change or other mutually agreed method. The Parties shall deliver notices to the following person and address:

If to Lewis:

Public Utility District No. 1 of Lewis
County
321 N.W. Pacific Avenue
P.O. Box 330
Chehalis, WA 98532-0330
Attn: David J. Muller
Manager
Phone: 360.740.2411
FAX: 360.740.2455
E-Mail: davem@cpud.org

If to BPA:

Bonneville Power Administration
905 N.E. 1st Avenue
P.O. Box 3621
Portland, OR 97232
Attn: Tina G. Ko – PSW-6
Account Executive
Phone: 503.230.3555
FAX: 503.230.3242
E-Mail: tgko@bpa.gov

21. UNCONTROLLABLE FORCES

21.1 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 Lewis;
- (2) any failure of Lewis’ distribution or transmission facilities that prevents Lewis from delivering power to end-users;
- (3) strikes or work stoppage;
- (4) floods, earthquakes, other natural disasters, or terrorist acts; 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.

21.2 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.

- 21.3 If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall:
- (1) immediately 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 20.

22. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be interpreted consistent with and governed by federal law. Lewis 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 22, the Parties reserve their rights to individually seek judicial resolution of any dispute arising under this Agreement.

22.1 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 Lewis 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 22, 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 arbitration under this section 22, then Lewis may apply to the federal court having

jurisdiction for an order determining whether such dispute is subject to nonbinding arbitration under this section 22.

22.2 Arbitration

Any contract dispute or contract issue between the Parties arising out of this Agreement, which is not excluded by section 22.1 above, shall be subject to arbitration, as set forth below.

Lewis may request that BPA engage in binding arbitration to resolve any dispute. If Lewis 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 22.2 and sections 22.3 and 22.4 are met. BPA may request that Lewis engage in binding arbitration to resolve any dispute. In response to BPA's request, Lewis may agree to binding arbitration of such dispute, provided that the remaining requirements of this section 22.2 and sections 22.3 and 22.4 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 22.1 above and is not resolved via binding arbitration, unless Lewis notifies BPA that it does not wish to proceed with nonbinding arbitration.

22.3 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 1 year of initiating arbitration. The rules for arbitration shall be agreed to by the Parties.

22.4 Arbitration Remedies

The payment of monies shall be the exclusive remedy available in any arbitration proceeding pursuant to this section 22. This shall not be interpreted to preclude the Parties from agreeing to limit the object of arbitration to the determination of facts. Under no circumstance shall specific performance be an available remedy against BPA.

22.5 Finality

22.5.1 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.

22.5.2 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.

22.6 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.

23. STATUTORY PROVISIONS

23.1 Retail Rate Schedules

Lewis 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 days of each of Lewis' retail rate schedule effective dates. This requirement may be satisfied by Lewis informing BPA of its public website where such information is posted and kept current.

23.2 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 Lewis a written notice that BPA may restrict service to Lewis. 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 Lewis' 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 federal power from BPA under section 5(b) of the Northwest Power Act. Such restriction shall take effect no sooner than 5 years after BPA provides notice to Lewis. If BPA imposes a restriction under this provision then the amount of Firm Requirements Power that BPA is obligated to provide and that Lewis 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.

23.3 New Large Single Loads and CF/CTs

23.3.1 Determination of an NLSL

In accordance with BPA's NLSL Policy, BPA may determine that a load is an NLSL as follows:

23.3.1.1 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, and which will result in an increase in power requirements of such customer of ten Average Megawatts (87,600,000 kilowatt-hours) or more in any consecutive 12-month period.

23.3.1.2 For the sole purpose of computing the increase in energy consumption between any two consecutive 12-month periods of comparison under this section 23.3.1, reductions in the end-use consumer's load associated with a facility during the first 12-month period of comparison due to unusual events reasonably beyond the control of the end-use consumer shall be determined by BPA, and the energy consumption shall be computed as if such reductions had not occurred.

23.3.1.3 The Parties may agree that the installed production equipment at a facility will exceed 10 Average Megawatts consumption over any 12 consecutive months and such agreement shall constitute a binding NLSL determination.

23.3.2 Determination of a Facility

BPA shall make a written determination as to what constitutes a single facility, for the purpose of identifying an NLSL, based on 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 contracted for, served or billed as a single load under Lewis' customary billing and service policy;
- (6) consideration of the facts from previous similar situations; and

(7) any other factors the Parties determine to be relevant.

23.3.3 Administrative Obligations and Rights

23.3.3.1 Lewis' CF/CT loads and NLSLs are listed in Exhibit D.

23.3.3.2 Lewis shall provide reasonable notice to BPA of any expected increase in a single load that may qualify as an NLSL. The Parties shall list any such potential NLSLs in Exhibit D. If BPA determines that any load associated with a single facility is capable of growing 10 Average Megawatts or more in a consecutive 12-month period, then such load shall be subject to monitoring as determined necessary by BPA.

23.3.3.3 When BPA makes a request, Lewis 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, including but not limited to making a final NLSL, facility, or CF/CT determination. Lewis shall make a request to the end-use consumer to provide BPA, at reasonable times, physical access to inspect a facility for these purposes.

23.3.3.4 Unless the Parties agree pursuant to section 23.3.1.3 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 is an NLSL, BPA shall notify Lewis and the Parties shall add the NLSL to Exhibit D to reflect BPA's determination.

23.3.4 Metering an NLSL

For any loads that are monitored by BPA for an NLSL determination, and for any loads at any facility that is determined by BPA to be an NLSL, BPA may, in its sole discretion, install BPA owned meters. If the Parties agree otherwise, Lewis may install meters meeting the exact specification BPA provides to Lewis. Lewis 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. Lewis shall arrange for metering locations that allow accurate measurement of the facility's load. Lewis shall arrange for BPA to have physical access to such meters and Lewis shall ensure BPA has access to all NLSL meter data that BPA determines is necessary to forecast, plan, schedule, and bill for power.

23.3.5 Undetermined NLSLs

If BPA does not determine at the outset that an increase in load is an NLSL, then the Parties shall install metering equipment as required

by section 23.3.4 above, and BPA shall bill Lewis for the increase in load at the applicable PF rate during any consecutive 12-month monitoring period. If BPA later determines that the increase in load is an NLSL, then BPA shall revise Lewis' bill to reflect the difference between the applicable PF rate and the applicable NR rate in effect for the monitoring period in which the increase takes place. Lewis shall pay that bill with simple interest computed from the start of the monitoring period to the date the payment 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 the monitoring period began) divided by 365.

If BPA concludes in its sole judgment that Lewis has not fulfilled its obligations, or has not been able to obtain access or information from the end-use consumer under sections 23.3.3 and 23.3.4, BPA may determine any load subject to NLSL monitoring to be an NLSL, in which case Lewis shall be billed and pay in accordance with the last two sentences of the preceding paragraph. Such NLSL determination shall be final unless Lewis proves to BPA's satisfaction that the applicable load did not exceed 10 Average Megawatts in any 12-month monitoring period.

23.3.6 Service Elections for an NLSL

Lewis shall serve all NLSLs with Dedicated Resource amounts in Exhibit A that are not already being used to serve Lewis' Total Retail Load in the region. Lewis agrees to provide such Dedicated Resources on a continuous basis as identified in Exhibit A. Under no circumstances shall BPA be required to acquire firm power for service to such NLSLs.

23.3.7 Consumer-Owned Resources Serving an NLSL

23.3.7.1 Renewable Resource/Cogeneration Exception

An end-use consumer served by Lewis, with a facility whose load is, in whole or in part, an NLSL, may reduce its NLSL to less than 10 Average Megawatts in a consecutive 12-month period by applying an onsite renewable resource or onsite cogeneration behind Lewis' meter to its facility load. Lewis shall ensure that such resource is continuously applied to serve the NLSL, consistent with BPA's "Renewables and On-Site Cogeneration Option under the NLSL Policy" portion of its Policy for Power Supply Role for Fiscal Years 2007-2011, adopted February 4, 2005, and the NLSL policy included in BPA's Long Term Regional Dialogue Final Policy, July 2007, as amended or replaced. If the NLSL end-use consumer meets the qualification for the exception, then the Parties shall: (1) list the Consumer-Owned Resource serving the NLSL in section 7.4 of Exhibit A and (2) amend Exhibit D to

add the onsite renewable resource or cogeneration facility and the requirements for such service.

23.3.7.2 Consumer-Owned Resources that are not Renewable Resources/Cogeneration

If Lewis serves an NLSL with a Consumer-Owned Resource that does not qualify for the renewable resource or cogeneration exception, the Parties shall list such Consumer-Owned Resource serving the NLSL in section 7.4 of Exhibit A.

23.4 Priority of Pacific Northwest Customers

The provisions of sections 9(c) and 9(d) of the Northwest Power Act and the provisions of P.L. 88-552 as amended by the Northwest Power Act are incorporated into this Agreement by reference. Lewis, together with other customers in the Region, shall have priority to BPA power consistent with such provisions.

23.5 Prohibition on Resale

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

23.6 Use of Regional Resources

23.6.1 Within 60 days prior to the start of each Fiscal Year, Lewis shall provide notice to BPA of any Firm Power from a Generating Resource, or a Contract Resource during its term, that has been used to serve firm consumer load in the Region and that Lewis plans to export for sale outside the Region in the next Fiscal Year. For purposes of this section 23.6, "Firm Power" means electric power which is continuously made available from Lewis' operation of generation or from its purchased power, which is able to meet its Total Retail Load, except when such generation or power is curtailed or restricted due to an Uncontrollable Force. Firm Power includes firm energy and firm peaking energy or both.

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

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

23.6.2 Lewis shall be responsible for monitoring any Firm Power from Generating Resources and Contract Resources it sells in the Region to ensure such Firm Power is planned to be used to serve firm consumer load in the Region.

23.6.3 If Lewis fails to report to BPA in accordance with section 23.6.1, above, any of its planned exports for sale outside the Region of Firm Power from a Generating Resource or a Contract 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, BPA shall decrement the amount of its Firm Requirements Power sold under this Agreement by the amount 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 Tier 1 Rates. When applicable, such decrements shall be identified in section 3.2 of Exhibit A.

23.6.4 For purposes of this section 23.6, an export for sale outside the Region means a contract for the sale or disposition of Firm Power from a Generating Resource or a Contract 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 or a Contract Resource used to serve firm consumer load in the Region means the firm generating or load carrying capability of a Generating Resource or a Contract Resource as established under PNCA resource planning criteria, or other resource planning criteria generally used for such purposes within the Region.

23.7 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.

24. STANDARD PROVISIONS

24.1 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.

24.2 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.

24.3 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. Lewis may not transfer or assign this Agreement to any of its retail consumers.

24.4 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.

24.5 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.

24.6 BPA Policies

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

24.7 Rate Covenant and Payment Assurance

Lewis 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 Lewis to make the payments required under this Agreement, or (2) BPA identifies in a letter to Lewis that BPA has other reasonable grounds to conclude that Lewis may not

be able to make the payments required under this Agreement. If Lewis does not provide payment assurance satisfactory to BPA, then BPA may terminate this Agreement. Written notices sent under this section must comply with section 20.

25. TERMINATION

25.1 BPA's Right to Terminate

BPA may terminate this Agreement if:

- (1) Lewis fails to make payment as required by section 16.4, or
- (2) Lewis fails to provide payment assurance satisfactory to BPA as required by section 24.7.

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

25.2 Customer's Right to Terminate

Lewis may provide written notice to terminate this Agreement not later than 60 days after: (1) a Final FERC Order is issued declining to approve the Tiered Rate Methodology (if BPA seeks FERC's confirmation and approval of it), (2) FERC issues a final declaratory order finding that the TRM does not meet cost recovery standards, or (3) FERC issues a Final FERC Order that determines rates established consistent with the TRM cannot be approved because the TRM precludes the establishment of rates consistent with cost recovery. The notice shall include a date of termination not later than 90 days after the date of such notice. For purposes of this section 25.2, "Final FERC Order" means a dispositive order by FERC on the merits, and does not include any interim order. A dispositive order on the merits is, for purposes of this section, final when issued and there is no need to await a FERC order on rehearing before the decision is considered final.

26. SIGNATURES

The signatories represent that they are authorized to enter into this Agreement on behalf of the Party for which they sign.

PUBLIC UTILITY DISTRICT NO. 1 OF
LEWIS COUNTY, WASHINGTON

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By David J. Muller

By Tina G. Ko

Name David J. Muller
(Print/Type)

Name Tina G. Ko
(Print/Type)

Title Manager

Title Account Executive

Date NOV. 25, 2008

Date 12/9/08

(PSW-W\Power\Contract\Customer\Lewis.PUD\13063\13063_Final.DOC) 11/12/08

Exhibit A
NET REQUIREMENTS AND RESOURCES

1. NET REQUIREMENTS

Lewis' Net Requirement equals its Total Retail Load minus Lewis' 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. The Parties shall not add or remove resource amounts to change Lewis' purchase obligations from BPA under section 3.1 of the body of this Agreement except in accordance with sections 3.5 and 10 of the body of this Agreement.

BPA shall annually calculate a forecast of Lewis' Net Requirement for the upcoming Fiscal Year as follows:

1.1 Forecast of Total Retail Load

By September 15, 2011, and by each September 15 thereafter, BPA shall fill in the table below with Lewis' Total Retail Load forecast (submitted pursuant to section 17.6 of the body of this Agreement) for the upcoming Fiscal Year. BPA shall notify Lewis by July 31 immediately preceding the start of the Fiscal Year if BPA determines Lewis' submitted forecast is reasonable or not reasonable. If BPA determines Lewis' submitted forecast is not reasonable, then BPA shall fill in the table below with a forecast BPA determines to be reasonable by September 15 immediately preceding the start of the Fiscal Year.

Lewis may submit to arbitration, which may be binding arbitration under a separate agreement or nonbinding arbitration as agreed to by the Parties, pursuant to section 22 of the body of the Agreement, the issue of the reasonableness of BPA's forecast of Lewis' Total Retail Load used by BPA to fill in the table below. Such arbitration shall not include issues of the interpretation or application of BPA's policies with respect to such forecast, including without limitation BPA's 5(b)/9(c) Policy.

| Annual Forecast of Monthly Total Retail Load | | | | | | | | | | | | | |
|---|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-----------------------|
| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | annual aMW |
| Fiscal Year 2012 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2013 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2014 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2015 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |

| Annual Forecast of Monthly Total Retail Load | | | | | | | | | | | | | |
|---|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-----------------------|
| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | annual aMW |
| Fiscal Year 2016 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2017 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2018 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2019 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2020 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2021 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2022 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2023 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2024 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2025 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2026 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2027 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2028 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |

Notes: 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.

1.2 Forecast of Net Requirements

By September 15, 2011, and by each September 15 thereafter, BPA shall calculate, and fill in the table below with, Lewis' Net Requirement forecast for the upcoming Fiscal Year by month. Lewis' Net Requirement forecast equals Lewis' Total Retail Load forecast, shown in section 1.1 above, minus Lewis' Dedicated Resource amounts, shown in section 5 below.

On a planning basis Lewis shall serve that portion of its Total Retail Load that is not served with Firm Requirements Power with Lewis' Dedicated Resources.

| Annual Forecast of Monthly Net Requirements | | | | | | | | | | | | | |
|--|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-----------------------|
| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | annual aMW |
| Fiscal Year 2012 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2013 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2014 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2015 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2016 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2017 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2018 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2019 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2020 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2021 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2022 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2023 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2024 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2025 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2026 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |

| Annual Forecast of Monthly Net Requirements | | | | | | | | | | | | | |
|---|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|---------------|
| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | annual aMW |
| Fiscal Year 2027 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2028 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |

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.

2. LIST OF SPECIFIED RESOURCES

2.1 Generating Resources

All of Lewis' Generating Resources that are Specified Resources are listed below.

(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% |

By each Notice Deadline Lewis shall notify BPA in writing for the upcoming Purchase Period if Lewis is: (1) assigning all or a portion of its share of Packwood to one of the other Packwood Owners; or (2) retaining its own share of Packwood and is being assigned all or a portion of a share of Packwood from one or more of the other Packwood Owners. If Lewis is retaining its share of Packwood and is not being assigned any shares of

Packwood, then Lewis does not have to provide any notice to BPA under this section 2.1(1)(A).

If Lewis assigns all or a portion of its share of Packwood to one of the other Packwood Owners, then by March 31 following the Notice Deadline discussed above BPA shall reduce the Specified Resource amounts listed in the table below in section 2.1(1)(C) to match Lewis' share for the upcoming Purchase Period and BPA shall include such reduced amounts of Packwood in section 6 of this Exhibit.

If Lewis is assigned all or a portion of a share of Packwood from one or more of the other Packwood Owners, then by March 31 following the Notice Deadline discussed above BPA shall add the assigned amounts as a section 5b(1)(B) single Specified Resource in section 2.1 of this Exhibit. Such Specified Resource shall be listed separately from Lewis' original share of Packwood, listed in this section 2.1(1), and shall be designated as a New Resource with Specified Resource amounts for the upcoming Purchase Period and a resource removal date that is the last day of such Purchase Period.

(B) Resource Profile

| Fuel Type | Date Resource Dedicated to Load | Date of Resource Removal | Percent of Resource Used to Serve Load | Nameplate Capability (MW) |
|-----------|---------------------------------|--------------------------|--|---------------------------|
| Hydro | 1979 | N/A | 14.25% | 26.125 |

| Statutory Status | | Resource Status | | DFS or SCS? | | Dispatchable? | | PNCA? | | If PNCA, PNCA Updates? | |
|------------------|------|-----------------|-----|-------------|----|---------------|----|-------|----|------------------------|----|
| 5b1A | 5b1B | Existing | New | Yes | No | 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 2012 | | | | | | | | | | | | | |
| Total (MWh) | 446 | 483 | 901 | 658 | 486 | 455 | 595 | 1,251 | 1,170 | 785 | 562 | 420 | 0.935 |
| HLH (MWh) | 249 | 268 | 504 | 354 | 279 | 265 | 331 | 700 | 676 | 422 | 326 | 224 | 0.936 |
| LLH (MWh) | 197 | 215 | 397 | 304 | 207 | 190 | 264 | 551 | 494 | 363 | 236 | 196 | 0.933 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2013 | | | | | | | | | | | | | |
| Total (MWh) | 446 | 483 | 901 | 658 | 469 | 455 | 595 | 1,251 | 1,170 | 785 | 562 | 420 | 0.936 |
| HLH (MWh) | 259 | 268 | 484 | 368 | 268 | 255 | 344 | 700 | 650 | 439 | 326 | 224 | 0.933 |
| LLH (MWh) | 187 | 215 | 417 | 290 | 201 | 200 | 251 | 551 | 520 | 346 | 236 | 196 | 0.938 |
| Peak (MW) | | | | | | | | | | | | | N/A |

| Specified Resource Amounts | | | | | | | | | | | | | |
|-----------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-----------------------|
| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | annual aMW |
| Fiscal Year 2014 | | | | | | | | | | | | | |
| Total (MWh) | 446 | 483 | 901 | 658 | 469 | 455 | 595 | 1,251 | 1,170 | 785 | 562 | 420 | 0.936 |
| HLH (MWh) | 259 | 268 | 484 | 368 | 268 | 255 | 344 | 700 | 650 | 439 | 314 | 234 | 0.933 |
| LLH (MWh) | 187 | 215 | 417 | 290 | 201 | 200 | 251 | 551 | 520 | 346 | 248 | 186 | 0.939 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2015 | | | | | | | | | | | | | |
| Total (MWh) | 446 | 483 | 901 | 658 | 469 | 455 | 595 | 1,251 | 1,170 | 785 | 562 | 420 | 0.936 |
| HLH (MWh) | 259 | 257 | 504 | 368 | 268 | 255 | 344 | 673 | 676 | 439 | 314 | 234 | 0.935 |
| LLH (MWh) | 187 | 226 | 397 | 290 | 201 | 200 | 251 | 578 | 494 | 346 | 248 | 186 | 0.937 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2016 | | | | | | | | | | | | | |
| Total (MWh) | 446 | 483 | 901 | 658 | 486 | 455 | 595 | 1,251 | 1,170 | 785 | 562 | 420 | 0.935 |
| HLH (MWh) | 259 | 257 | 504 | 354 | 279 | 265 | 344 | 673 | 676 | 422 | 326 | 234 | 0.932 |
| LLH (MWh) | 187 | 226 | 397 | 304 | 207 | 190 | 251 | 578 | 494 | 363 | 236 | 186 | 0.939 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2017 | | | | | | | | | | | | | |
| Total (MWh) | 446 | 483 | 901 | 658 | 469 | 455 | 595 | 1,251 | 1,170 | 785 | 562 | 420 | 0.936 |
| HLH (MWh) | 249 | 268 | 504 | 354 | 268 | 265 | 331 | 700 | 676 | 422 | 326 | 234 | 0.936 |
| LLH (MWh) | 197 | 215 | 397 | 304 | 201 | 190 | 264 | 551 | 494 | 363 | 236 | 186 | 0.935 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2018 | | | | | | | | | | | | | |
| Total (MWh) | 446 | 483 | 901 | 658 | 469 | 455 | 595 | 1,251 | 1,170 | 785 | 562 | 420 | 0.936 |
| HLH (MWh) | 249 | 268 | 484 | 368 | 268 | 265 | 331 | 700 | 676 | 422 | 326 | 224 | 0.936 |
| LLH (MWh) | 197 | 215 | 417 | 290 | 201 | 190 | 264 | 551 | 494 | 363 | 236 | 196 | 0.935 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2019 | | | | | | | | | | | | | |
| Total (MWh) | 446 | 483 | 901 | 658 | 469 | 455 | 595 | 1,251 | 1,170 | 785 | 562 | 420 | 0.936 |
| HLH (MWh) | 259 | 268 | 484 | 368 | 268 | 255 | 344 | 700 | 650 | 439 | 326 | 224 | 0.933 |
| LLH (MWh) | 187 | 215 | 417 | 290 | 201 | 200 | 251 | 551 | 520 | 346 | 236 | 196 | 0.938 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2020 | | | | | | | | | | | | | |
| Total (MWh) | 446 | 483 | 901 | 658 | 486 | 455 | 595 | 1,251 | 1,170 | 785 | 562 | 420 | 0.935 |
| HLH (MWh) | 259 | 268 | 484 | 368 | 279 | 255 | 344 | 673 | 676 | 439 | 314 | 234 | 0.932 |
| LLH (MWh) | 187 | 215 | 417 | 290 | 207 | 200 | 251 | 578 | 494 | 346 | 248 | 186 | 0.939 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2021 | | | | | | | | | | | | | |
| Total (MWh) | 446 | 483 | 901 | 658 | 469 | 455 | 595 | 1,251 | 1,170 | 785 | 562 | 420 | 0.936 |
| HLH (MWh) | 259 | 257 | 504 | 354 | 268 | 265 | 344 | 673 | 676 | 439 | 314 | 234 | 0.934 |
| LLH (MWh) | 187 | 226 | 397 | 304 | 201 | 190 | 251 | 578 | 494 | 346 | 248 | 186 | 0.938 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2022 | | | | | | | | | | | | | |
| Total (MWh) | 446 | 483 | 901 | 658 | 469 | 455 | 595 | 1,251 | 1,170 | 785 | 562 | 420 | 0.936 |
| HLH (MWh) | 249 | 268 | 504 | 354 | 268 | 265 | 344 | 673 | 676 | 422 | 326 | 234 | 0.933 |
| LLH (MWh) | 197 | 215 | 397 | 304 | 201 | 190 | 251 | 578 | 494 | 363 | 236 | 186 | 0.939 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2023 | | | | | | | | | | | | | |
| Total (MWh) | 446 | 483 | 901 | 658 | 469 | 455 | 595 | 1,251 | 1,170 | 785 | 562 | 420 | 0.936 |
| HLH (MWh) | 249 | 268 | 504 | 354 | 268 | 265 | 331 | 700 | 676 | 422 | 326 | 234 | 0.936 |
| LLH (MWh) | 197 | 215 | 397 | 304 | 201 | 190 | 264 | 551 | 494 | 363 | 236 | 186 | 0.935 |
| Peak (MW) | | | | | | | | | | | | | N/A |

| Specified Resource Amounts | | | | | | | | | | | | | |
|----------------------------|-----|-----|-----|-----|-----|-----|-----|-------|-------|-----|-----|-----|------------|
| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | annual aMW |
| Fiscal Year 2024 | | | | | | | | | | | | | |
| Total (MWh) | 446 | 483 | 901 | 658 | 486 | 455 | 595 | 1,251 | 1,170 | 785 | 562 | 420 | 0.935 |
| HLH (MWh) | 249 | 268 | 484 | 368 | 279 | 255 | 344 | 700 | 650 | 439 | 326 | 224 | 0.934 |
| LLH (MWh) | 197 | 215 | 417 | 290 | 207 | 200 | 251 | 551 | 520 | 346 | 236 | 196 | 0.936 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2025 | | | | | | | | | | | | | |
| Total (MWh) | 446 | 483 | 901 | 658 | 469 | 455 | 595 | 1,251 | 1,170 | 785 | 562 | 420 | 0.936 |
| HLH (MWh) | 259 | 268 | 484 | 368 | 268 | 255 | 344 | 700 | 650 | 439 | 314 | 234 | 0.933 |
| LLH (MWh) | 187 | 215 | 417 | 290 | 201 | 200 | 251 | 551 | 520 | 346 | 248 | 186 | 0.939 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2026 | | | | | | | | | | | | | |
| Total (MWh) | 446 | 483 | 901 | 658 | 469 | 455 | 595 | 1,251 | 1,170 | 785 | 562 | 420 | 0.936 |
| HLH (MWh) | 259 | 257 | 504 | 368 | 268 | 255 | 344 | 673 | 676 | 439 | 314 | 234 | 0.935 |
| LLH (MWh) | 187 | 226 | 397 | 290 | 201 | 200 | 251 | 578 | 494 | 346 | 248 | 186 | 0.937 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2027 | | | | | | | | | | | | | |
| Total (MWh) | 446 | 483 | 901 | 658 | 469 | 455 | 595 | 1,251 | 1,170 | 785 | 562 | 420 | 0.936 |
| HLH (MWh) | 259 | 257 | 504 | 354 | 268 | 265 | 344 | 673 | 676 | 439 | 314 | 234 | 0.934 |
| LLH (MWh) | 187 | 226 | 397 | 304 | 201 | 190 | 251 | 578 | 494 | 346 | 248 | 186 | 0.938 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2028 | | | | | | | | | | | | | |
| Total (MWh) | 446 | 483 | 901 | 658 | 486 | 455 | 595 | 1,251 | 1,170 | 785 | 562 | 420 | 0.935 |
| HLH (MWh) | 249 | 268 | 504 | 354 | 279 | 265 | 331 | 700 | 676 | 422 | 326 | 234 | 0.935 |
| LLH (MWh) | 197 | 215 | 397 | 304 | 207 | 190 | 264 | 551 | 494 | 363 | 236 | 186 | 0.935 |
| Peak (MW) | | | | | | | | | | | | | N/A |

Notes: 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.

(2) **Burton Creek**

(A) **Special Provisions**

None.

(B) **Resource Profile**

| Fuel Type | Date Resource Dedicated to Load | Date of Resource Removal | Percent of Resource Used to Serve Load | Nameplate Capability (MW) |
|-----------|---------------------------------|--------------------------|--|---------------------------|
| Hydro | 1996 | N/A | 100.00% | 0.800 |

| Statutory Status | | Resource Status | | DFS or SCS? | | Dispatchable? | | PNCA? | | If PNCA, PNCA Updates? | |
|------------------|------|-----------------|-----|-------------|----|---------------|----|-------|----|------------------------|----|
| 5b1A | 5b1B | Existing | New | Yes | No | 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 2012 | | | | | | | | | | | | | |
| Total (MWh) | 43 | 63 | 84 | 217 | 84 | 126 | 206 | 302 | 218 | 49 | 0 | 0 | 0.158 |
| HLH (MWh) | 24 | 35 | 47 | 116 | 48 | 73 | 114 | 169 | 126 | 26 | 0 | 0 | 0.158 |
| LLH (MWh) | 19 | 28 | 37 | 101 | 36 | 53 | 92 | 133 | 92 | 23 | 0 | 0 | 0.159 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2013 | | | | | | | | | | | | | |
| Total (MWh) | 43 | 63 | 84 | 217 | 81 | 126 | 206 | 302 | 218 | 49 | 0 | 0 | 0.159 |
| HLH (MWh) | 25 | 35 | 45 | 121 | 46 | 70 | 119 | 169 | 121 | 27 | 0 | 0 | 0.158 |
| LLH (MWh) | 18 | 28 | 39 | 96 | 35 | 56 | 87 | 133 | 97 | 22 | 0 | 0 | 0.159 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2014 | | | | | | | | | | | | | |
| Total (MWh) | 43 | 63 | 84 | 217 | 81 | 126 | 206 | 302 | 218 | 49 | 0 | 0 | 0.159 |
| HLH (MWh) | 25 | 35 | 45 | 121 | 46 | 70 | 119 | 169 | 121 | 27 | 0 | 0 | 0.158 |
| LLH (MWh) | 18 | 28 | 39 | 96 | 35 | 56 | 87 | 133 | 97 | 22 | 0 | 0 | 0.159 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2015 | | | | | | | | | | | | | |
| Total (MWh) | 43 | 63 | 84 | 217 | 81 | 126 | 206 | 302 | 218 | 49 | 0 | 0 | 0.159 |
| HLH (MWh) | 25 | 33 | 47 | 121 | 46 | 70 | 119 | 162 | 126 | 27 | 0 | 0 | 0.158 |
| LLH (MWh) | 18 | 30 | 37 | 96 | 35 | 56 | 87 | 140 | 92 | 22 | 0 | 0 | 0.159 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2016 | | | | | | | | | | | | | |
| Total (MWh) | 43 | 63 | 84 | 217 | 84 | 126 | 206 | 302 | 218 | 49 | 0 | 0 | 0.158 |
| HLH (MWh) | 25 | 33 | 47 | 116 | 48 | 73 | 119 | 162 | 126 | 26 | 0 | 0 | 0.157 |
| LLH (MWh) | 18 | 30 | 37 | 101 | 36 | 53 | 87 | 140 | 92 | 23 | 0 | 0 | 0.160 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2017 | | | | | | | | | | | | | |
| Total (MWh) | 43 | 63 | 84 | 217 | 81 | 126 | 206 | 302 | 218 | 49 | 0 | 0 | 0.159 |
| HLH (MWh) | 24 | 35 | 47 | 116 | 46 | 73 | 114 | 169 | 126 | 26 | 0 | 0 | 0.158 |
| LLH (MWh) | 19 | 28 | 37 | 101 | 35 | 53 | 92 | 133 | 92 | 23 | 0 | 0 | 0.159 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2018 | | | | | | | | | | | | | |
| Total (MWh) | 43 | 63 | 84 | 217 | 81 | 126 | 206 | 302 | 218 | 49 | 0 | 0 | 0.159 |
| HLH (MWh) | 24 | 35 | 45 | 121 | 46 | 73 | 114 | 169 | 126 | 26 | 0 | 0 | 0.159 |
| LLH (MWh) | 19 | 28 | 39 | 96 | 35 | 53 | 92 | 133 | 92 | 23 | 0 | 0 | 0.158 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2019 | | | | | | | | | | | | | |
| Total (MWh) | 43 | 63 | 84 | 217 | 81 | 126 | 206 | 302 | 218 | 49 | 0 | 0 | 0.159 |
| HLH (MWh) | 25 | 35 | 45 | 121 | 46 | 70 | 119 | 169 | 121 | 27 | 0 | 0 | 0.158 |
| LLH (MWh) | 18 | 28 | 39 | 96 | 35 | 56 | 87 | 133 | 97 | 22 | 0 | 0 | 0.159 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2020 | | | | | | | | | | | | | |
| Total (MWh) | 43 | 63 | 84 | 217 | 84 | 126 | 206 | 302 | 218 | 49 | 0 | 0 | 0.158 |
| HLH (MWh) | 25 | 35 | 45 | 121 | 48 | 70 | 119 | 162 | 126 | 27 | 0 | 0 | 0.158 |
| LLH (MWh) | 18 | 28 | 39 | 96 | 36 | 56 | 87 | 140 | 92 | 22 | 0 | 0 | 0.159 |
| Peak (MW) | | | | | | | | | | | | | N/A |

| Specified Resource Amounts | | | | | | | | | | | | | |
|-----------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-----------------------|
| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | annual aMW |
| Fiscal Year 2021 | | | | | | | | | | | | | |
| Total (MWh) | 43 | 63 | 84 | 217 | 81 | 126 | 206 | 302 | 218 | 49 | 0 | 0 | 0.159 |
| HLH (MWh) | 25 | 33 | 47 | 116 | 46 | 73 | 119 | 162 | 126 | 27 | 0 | 0 | 0.158 |
| LLH (MWh) | 18 | 30 | 37 | 101 | 35 | 53 | 87 | 140 | 92 | 22 | 0 | 0 | 0.160 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2022 | | | | | | | | | | | | | |
| Total (MWh) | 43 | 63 | 84 | 217 | 81 | 126 | 206 | 302 | 218 | 49 | 0 | 0 | 0.159 |
| HLH (MWh) | 24 | 35 | 47 | 116 | 46 | 73 | 119 | 162 | 126 | 26 | 0 | 0 | 0.158 |
| LLH (MWh) | 19 | 28 | 37 | 101 | 35 | 53 | 87 | 140 | 92 | 23 | 0 | 0 | 0.160 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2023 | | | | | | | | | | | | | |
| Total (MWh) | 43 | 63 | 84 | 217 | 81 | 126 | 206 | 302 | 218 | 49 | 0 | 0 | 0.159 |
| HLH (MWh) | 24 | 35 | 47 | 116 | 46 | 73 | 114 | 169 | 126 | 26 | 0 | 0 | 0.158 |
| LLH (MWh) | 19 | 28 | 37 | 101 | 35 | 53 | 92 | 133 | 92 | 23 | 0 | 0 | 0.159 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2024 | | | | | | | | | | | | | |
| Total (MWh) | 43 | 63 | 84 | 217 | 84 | 126 | 206 | 302 | 218 | 49 | 0 | 0 | 0.158 |
| HLH (MWh) | 24 | 35 | 45 | 121 | 48 | 70 | 119 | 169 | 121 | 27 | 0 | 0 | 0.159 |
| LLH (MWh) | 19 | 28 | 39 | 96 | 36 | 56 | 87 | 133 | 97 | 22 | 0 | 0 | 0.158 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2025 | | | | | | | | | | | | | |
| Total (MWh) | 43 | 63 | 84 | 217 | 81 | 126 | 206 | 302 | 218 | 49 | 0 | 0 | 0.159 |
| HLH (MWh) | 25 | 35 | 45 | 121 | 46 | 70 | 119 | 169 | 121 | 27 | 0 | 0 | 0.158 |
| LLH (MWh) | 18 | 28 | 39 | 96 | 35 | 56 | 87 | 133 | 97 | 22 | 0 | 0 | 0.159 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2026 | | | | | | | | | | | | | |
| Total (MWh) | 43 | 63 | 84 | 217 | 81 | 126 | 206 | 302 | 218 | 49 | 0 | 0 | 0.159 |
| HLH (MWh) | 25 | 33 | 47 | 121 | 46 | 70 | 119 | 162 | 126 | 27 | 0 | 0 | 0.158 |
| LLH (MWh) | 18 | 30 | 37 | 96 | 35 | 56 | 87 | 140 | 92 | 22 | 0 | 0 | 0.159 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2027 | | | | | | | | | | | | | |
| Total (MWh) | 43 | 63 | 84 | 217 | 81 | 126 | 206 | 302 | 218 | 49 | 0 | 0 | 0.159 |
| HLH (MWh) | 25 | 33 | 47 | 116 | 46 | 73 | 119 | 162 | 126 | 27 | 0 | 0 | 0.158 |
| LLH (MWh) | 18 | 30 | 37 | 101 | 35 | 53 | 87 | 140 | 92 | 22 | 0 | 0 | 0.160 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2028 | | | | | | | | | | | | | |
| Total (MWh) | 43 | 63 | 84 | 217 | 84 | 126 | 206 | 302 | 218 | 49 | 0 | 0 | 0.158 |
| HLH (MWh) | 24 | 35 | 47 | 116 | 48 | 73 | 114 | 169 | 126 | 26 | 0 | 0 | 0.158 |
| LLH (MWh) | 19 | 28 | 37 | 101 | 36 | 53 | 92 | 133 | 92 | 23 | 0 | 0 | 0.159 |
| Peak (MW) | | | | | | | | | | | | | N/A |

Notes: 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) **Mill Creek**

(A) **Special Provisions**
None.

(B) Resource Profile

| Fuel Type | Date Resource Dedicated to Load | Date of Resource Removal | Percent of Resource Used to Serve Load | Nameplate Capacity (MW) |
|-----------|---------------------------------|--------------------------|--|-------------------------|
| Hydro | 1983 | N/A | 100.00% | 0.600 |

| Statutory Status | | Resource Status | | DFS or SCS? | | Dispatchable? | | PNCA? | | If PNCA, PNCA Updates? | |
|------------------|------|-----------------|-----|-------------|----|---------------|----|-------|----|------------------------|----|
| 5b1A | 5b1B | Existing | New | Yes | No | 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 2012 | | | | | | | | | | | | | |
| Total (MWh) | 0 | 0 | 65 | 161 | 147 | 122 | 228 | 119 | 0 | 0 | 0 | 0 | 0.096 |
| HLH (MWh) | 0 | 0 | 36 | 86 | 84 | 71 | 127 | 66 | 0 | 0 | 0 | 0 | 0.096 |
| LLH (MWh) | 0 | 0 | 29 | 75 | 63 | 51 | 101 | 53 | 0 | 0 | 0 | 0 | 0.096 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2013 | | | | | | | | | | | | | |
| Total (MWh) | 0 | 0 | 65 | 161 | 142 | 122 | 228 | 119 | 0 | 0 | 0 | 0 | 0.096 |
| HLH (MWh) | 0 | 0 | 35 | 90 | 81 | 68 | 132 | 66 | 0 | 0 | 0 | 0 | 0.096 |
| LLH (MWh) | 0 | 0 | 30 | 71 | 61 | 54 | 96 | 53 | 0 | 0 | 0 | 0 | 0.095 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2014 | | | | | | | | | | | | | |
| Total (MWh) | 0 | 0 | 65 | 161 | 142 | 122 | 228 | 119 | 0 | 0 | 0 | 0 | 0.096 |
| HLH (MWh) | 0 | 0 | 35 | 90 | 81 | 68 | 132 | 66 | 0 | 0 | 0 | 0 | 0.096 |
| LLH (MWh) | 0 | 0 | 30 | 71 | 61 | 54 | 96 | 53 | 0 | 0 | 0 | 0 | 0.095 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2015 | | | | | | | | | | | | | |
| Total (MWh) | 0 | 0 | 65 | 161 | 142 | 122 | 228 | 119 | 0 | 0 | 0 | 0 | 0.096 |
| HLH (MWh) | 0 | 0 | 36 | 90 | 81 | 68 | 132 | 64 | 0 | 0 | 0 | 0 | 0.096 |
| LLH (MWh) | 0 | 0 | 29 | 71 | 61 | 54 | 96 | 55 | 0 | 0 | 0 | 0 | 0.095 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2016 | | | | | | | | | | | | | |
| Total (MWh) | 0 | 0 | 65 | 161 | 147 | 122 | 228 | 119 | 0 | 0 | 0 | 0 | 0.096 |
| HLH (MWh) | 0 | 0 | 36 | 86 | 84 | 71 | 132 | 64 | 0 | 0 | 0 | 0 | 0.096 |
| LLH (MWh) | 0 | 0 | 29 | 75 | 63 | 51 | 96 | 55 | 0 | 0 | 0 | 0 | 0.096 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2017 | | | | | | | | | | | | | |
| Total (MWh) | 0 | 0 | 65 | 161 | 142 | 122 | 228 | 119 | 0 | 0 | 0 | 0 | 0.096 |
| HLH (MWh) | 0 | 0 | 36 | 86 | 81 | 71 | 127 | 66 | 0 | 0 | 0 | 0 | 0.095 |
| LLH (MWh) | 0 | 0 | 29 | 75 | 61 | 51 | 101 | 53 | 0 | 0 | 0 | 0 | 0.096 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2018 | | | | | | | | | | | | | |
| Total (MWh) | 0 | 0 | 65 | 161 | 142 | 122 | 228 | 119 | 0 | 0 | 0 | 0 | 0.096 |
| HLH (MWh) | 0 | 0 | 35 | 90 | 81 | 71 | 127 | 66 | 0 | 0 | 0 | 0 | 0.096 |
| LLH (MWh) | 0 | 0 | 30 | 71 | 61 | 51 | 101 | 53 | 0 | 0 | 0 | 0 | 0.095 |
| Peak (MW) | | | | | | | | | | | | | N/A |

| Specified Resource Amounts | | | | | | | | | | | | | |
|-----------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-----------------------|
| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | annual aMW |
| Fiscal Year 2019 | | | | | | | | | | | | | |
| Total (MWh) | 0 | 0 | 65 | 161 | 142 | 122 | 228 | 119 | 0 | 0 | 0 | 0 | 0.096 |
| HLH (MWh) | 0 | 0 | 35 | 90 | 81 | 68 | 132 | 66 | 0 | 0 | 0 | 0 | 0.096 |
| LLH (MWh) | 0 | 0 | 30 | 71 | 61 | 54 | 96 | 53 | 0 | 0 | 0 | 0 | 0.095 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2020 | | | | | | | | | | | | | |
| Total (MWh) | 0 | 0 | 65 | 161 | 147 | 122 | 228 | 119 | 0 | 0 | 0 | 0 | 0.096 |
| HLH (MWh) | 0 | 0 | 35 | 90 | 84 | 68 | 132 | 64 | 0 | 0 | 0 | 0 | 0.096 |
| LLH (MWh) | 0 | 0 | 30 | 71 | 63 | 54 | 96 | 55 | 0 | 0 | 0 | 0 | 0.096 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2021 | | | | | | | | | | | | | |
| Total (MWh) | 0 | 0 | 65 | 161 | 142 | 122 | 228 | 119 | 0 | 0 | 0 | 0 | 0.096 |
| HLH (MWh) | 0 | 0 | 36 | 86 | 81 | 71 | 132 | 64 | 0 | 0 | 0 | 0 | 0.096 |
| LLH (MWh) | 0 | 0 | 29 | 75 | 61 | 51 | 96 | 55 | 0 | 0 | 0 | 0 | 0.095 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2022 | | | | | | | | | | | | | |
| Total (MWh) | 0 | 0 | 65 | 161 | 142 | 122 | 228 | 119 | 0 | 0 | 0 | 0 | 0.096 |
| HLH (MWh) | 0 | 0 | 36 | 86 | 81 | 71 | 132 | 64 | 0 | 0 | 0 | 0 | 0.096 |
| LLH (MWh) | 0 | 0 | 29 | 75 | 61 | 51 | 96 | 55 | 0 | 0 | 0 | 0 | 0.095 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2023 | | | | | | | | | | | | | |
| Total (MWh) | 0 | 0 | 65 | 161 | 142 | 122 | 228 | 119 | 0 | 0 | 0 | 0 | 0.096 |
| HLH (MWh) | 0 | 0 | 36 | 86 | 81 | 71 | 127 | 66 | 0 | 0 | 0 | 0 | 0.095 |
| LLH (MWh) | 0 | 0 | 29 | 75 | 61 | 51 | 101 | 53 | 0 | 0 | 0 | 0 | 0.096 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2024 | | | | | | | | | | | | | |
| Total (MWh) | 0 | 0 | 65 | 161 | 147 | 122 | 228 | 119 | 0 | 0 | 0 | 0 | 0.096 |
| HLH (MWh) | 0 | 0 | 35 | 90 | 84 | 68 | 132 | 66 | 0 | 0 | 0 | 0 | 0.097 |
| LLH (MWh) | 0 | 0 | 30 | 71 | 63 | 54 | 96 | 53 | 0 | 0 | 0 | 0 | 0.095 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2025 | | | | | | | | | | | | | |
| Total (MWh) | 0 | 0 | 65 | 161 | 142 | 122 | 228 | 119 | 0 | 0 | 0 | 0 | 0.096 |
| HLH (MWh) | 0 | 0 | 35 | 90 | 81 | 68 | 132 | 66 | 0 | 0 | 0 | 0 | 0.096 |
| LLH (MWh) | 0 | 0 | 30 | 71 | 61 | 54 | 96 | 53 | 0 | 0 | 0 | 0 | 0.095 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2026 | | | | | | | | | | | | | |
| Total (MWh) | 0 | 0 | 65 | 161 | 142 | 122 | 228 | 119 | 0 | 0 | 0 | 0 | 0.096 |
| HLH (MWh) | 0 | 0 | 36 | 90 | 81 | 68 | 132 | 64 | 0 | 0 | 0 | 0 | 0.096 |
| LLH (MWh) | 0 | 0 | 29 | 71 | 61 | 54 | 96 | 55 | 0 | 0 | 0 | 0 | 0.095 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2027 | | | | | | | | | | | | | |
| Total (MWh) | 0 | 0 | 65 | 161 | 142 | 122 | 228 | 119 | 0 | 0 | 0 | 0 | 0.096 |
| HLH (MWh) | 0 | 0 | 36 | 86 | 81 | 71 | 132 | 64 | 0 | 0 | 0 | 0 | 0.096 |
| LLH (MWh) | 0 | 0 | 29 | 75 | 61 | 51 | 96 | 55 | 0 | 0 | 0 | 0 | 0.095 |
| Peak (MW) | | | | | | | | | | | | | N/A |

| Specified Resource Amounts | | | | | | | | | | | | | |
|-----------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------------|
| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | annual aMW |
| Fiscal Year 2028 | | | | | | | | | | | | | |
| Total (MWh) | 0 | 0 | 65 | 161 | 147 | 122 | 228 | 119 | 0 | 0 | 0 | 0 | 0.096 |
| HLH (MWh) | 0 | 0 | 36 | 86 | 84 | 71 | 127 | 66 | 0 | 0 | 0 | 0 | 0.095 |
| LLH (MWh) | 0 | 0 | 29 | 75 | 63 | 51 | 101 | 53 | 0 | 0 | 0 | 0 | 0.096 |
| Peak (MW) | | | | | | | | | | | | | N/A |

Notes: 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.

2.2 Contract Resources

Lewis does not have any Contract Resources that are Specified Resources at this time.

3. UNSPECIFIED RESOURCE AMOUNTS

3.1 Unspecified Resource Amounts Used to Serve Total Retail Load

Lewis does not have any Unspecified Resource Amounts at this time.

3.2 Unspecified Resource Amounts for 9(c) Export Decrements

BPA shall insert a table below pursuant to section 3.5.3 of the body of this Agreement.

4. DEDICATED RESOURCE AMOUNTS FOR AN NLSL

Lewis does not have any Dedicated Resource amounts serving an NLSL at this time, in accordance with section 3.5.7 of the body of this Agreement.

5. TOTAL DEDICATED RESOURCE AMOUNTS

The amounts in the table below equal the sum of all resource amounts used to serve Lewis' 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 2012 | | | | | | | | | | | | | |
| Total (MWh) | 489 | 546 | 1,050 | 1,036 | 717 | 703 | 1,029 | 1,672 | 1,388 | 834 | 562 | 420 | 1.189 |
| HLH (MWh) | 273 | 303 | 587 | 556 | 411 | 409 | 572 | 935 | 802 | 448 | 326 | 224 | 1.190 |
| LLH (MWh) | 216 | 243 | 463 | 480 | 306 | 294 | 457 | 737 | 586 | 386 | 236 | 196 | 1.188 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2013 | | | | | | | | | | | | | |
| Total (MWh) | 489 | 546 | 1,050 | 1,036 | 692 | 703 | 1,029 | 1,672 | 1,388 | 834 | 562 | 420 | 1.190 |
| HLH (MWh) | 284 | 303 | 564 | 579 | 395 | 393 | 595 | 935 | 771 | 466 | 326 | 224 | 1.188 |
| LLH (MWh) | 205 | 243 | 486 | 457 | 297 | 310 | 434 | 737 | 617 | 368 | 236 | 196 | 1.192 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2014 | | | | | | | | | | | | | |
| Total (MWh) | 489 | 546 | 1,050 | 1,036 | 692 | 703 | 1,029 | 1,672 | 1,388 | 834 | 562 | 420 | 1.190 |
| HLH (MWh) | 284 | 303 | 564 | 579 | 395 | 393 | 595 | 935 | 771 | 466 | 314 | 234 | 1.188 |
| LLH (MWh) | 205 | 243 | 486 | 457 | 297 | 310 | 434 | 737 | 617 | 368 | 248 | 186 | 1.192 |
| Peak (MW) | | | | | | | | | | | | | N/A |

| Total Dedicated Resource Amounts | | | | | | | | | | | | | |
|---|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-----------------------|
| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | annual aMW |
| Fiscal Year 2015 | | | | | | | | | | | | | |
| Total (MWh) | 489 | 546 | 1,050 | 1,036 | 692 | 703 | 1,029 | 1,672 | 1,388 | 834 | 562 | 420 | 1.190 |
| HLH (MWh) | 284 | 290 | 587 | 579 | 395 | 393 | 595 | 899 | 802 | 466 | 314 | 234 | 1.189 |
| LLH (MWh) | 205 | 256 | 463 | 457 | 297 | 310 | 434 | 773 | 586 | 368 | 248 | 186 | 1.191 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2016 | | | | | | | | | | | | | |
| Total (MWh) | 489 | 546 | 1,050 | 1,036 | 717 | 703 | 1,029 | 1,672 | 1,388 | 834 | 562 | 420 | 1.189 |
| HLH (MWh) | 284 | 290 | 587 | 556 | 411 | 409 | 595 | 899 | 802 | 448 | 326 | 234 | 1.185 |
| LLH (MWh) | 205 | 256 | 463 | 480 | 306 | 294 | 434 | 773 | 586 | 386 | 236 | 186 | 1.194 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2017 | | | | | | | | | | | | | |
| Total (MWh) | 489 | 546 | 1,050 | 1,036 | 692 | 703 | 1,029 | 1,672 | 1,388 | 834 | 562 | 420 | 1.190 |
| HLH (MWh) | 273 | 303 | 587 | 556 | 395 | 409 | 572 | 935 | 802 | 448 | 326 | 234 | 1.189 |
| LLH (MWh) | 216 | 243 | 463 | 480 | 297 | 294 | 457 | 737 | 586 | 386 | 236 | 186 | 1.190 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2018 | | | | | | | | | | | | | |
| Total (MWh) | 489 | 546 | 1,050 | 1,036 | 692 | 703 | 1,029 | 1,672 | 1,388 | 834 | 562 | 420 | 1.190 |
| HLH (MWh) | 273 | 303 | 564 | 579 | 395 | 409 | 572 | 935 | 802 | 448 | 326 | 224 | 1.191 |
| LLH (MWh) | 216 | 243 | 486 | 457 | 297 | 294 | 457 | 737 | 586 | 386 | 236 | 196 | 1.188 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2019 | | | | | | | | | | | | | |
| Total (MWh) | 489 | 546 | 1,050 | 1,036 | 692 | 703 | 1,029 | 1,672 | 1,388 | 834 | 562 | 420 | 1.190 |
| HLH (MWh) | 284 | 303 | 564 | 579 | 395 | 393 | 595 | 935 | 771 | 466 | 326 | 224 | 1.188 |
| LLH (MWh) | 205 | 243 | 486 | 457 | 297 | 310 | 434 | 737 | 617 | 368 | 236 | 196 | 1.192 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2020 | | | | | | | | | | | | | |
| Total (MWh) | 489 | 546 | 1,050 | 1,036 | 717 | 703 | 1,029 | 1,672 | 1,388 | 834 | 562 | 420 | 1.189 |
| HLH (MWh) | 284 | 303 | 564 | 579 | 411 | 393 | 595 | 899 | 802 | 466 | 314 | 234 | 1.186 |
| LLH (MWh) | 205 | 243 | 486 | 457 | 306 | 310 | 434 | 773 | 586 | 368 | 248 | 186 | 1.193 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2021 | | | | | | | | | | | | | |
| Total (MWh) | 489 | 546 | 1,050 | 1,036 | 692 | 703 | 1,029 | 1,672 | 1,388 | 834 | 562 | 420 | 1.190 |
| HLH (MWh) | 284 | 290 | 587 | 556 | 395 | 409 | 595 | 899 | 802 | 466 | 314 | 234 | 1.187 |
| LLH (MWh) | 205 | 256 | 463 | 480 | 297 | 294 | 434 | 773 | 586 | 368 | 248 | 186 | 1.193 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2022 | | | | | | | | | | | | | |
| Total (MWh) | 489 | 546 | 1,050 | 1,036 | 692 | 703 | 1,029 | 1,672 | 1,388 | 834 | 562 | 420 | 1.190 |
| HLH (MWh) | 273 | 303 | 587 | 556 | 395 | 409 | 595 | 899 | 802 | 448 | 326 | 234 | 1.186 |
| LLH (MWh) | 216 | 243 | 463 | 480 | 297 | 294 | 434 | 773 | 586 | 386 | 236 | 186 | 1.194 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2023 | | | | | | | | | | | | | |
| Total (MWh) | 489 | 546 | 1,050 | 1,036 | 692 | 703 | 1,029 | 1,672 | 1,388 | 834 | 562 | 420 | 1.190 |
| HLH (MWh) | 273 | 303 | 587 | 556 | 395 | 409 | 572 | 935 | 802 | 448 | 326 | 234 | 1.189 |
| LLH (MWh) | 216 | 243 | 463 | 480 | 297 | 294 | 457 | 737 | 586 | 386 | 236 | 186 | 1.190 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2024 | | | | | | | | | | | | | |
| Total (MWh) | 489 | 546 | 1,050 | 1,036 | 717 | 703 | 1,029 | 1,672 | 1,388 | 834 | 562 | 420 | 1.189 |
| HLH (MWh) | 273 | 303 | 564 | 579 | 411 | 393 | 595 | 935 | 771 | 466 | 326 | 224 | 1.189 |
| LLH (MWh) | 216 | 243 | 486 | 457 | 306 | 310 | 434 | 737 | 617 | 368 | 236 | 196 | 1.190 |
| Peak (MW) | | | | | | | | | | | | | N/A |

| Total Dedicated Resource Amounts | | | | | | | | | | | | | |
|---|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-------------------|
| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | annual aMW |
| Fiscal Year 2025 | | | | | | | | | | | | | |
| Total (MWh) | 489 | 546 | 1,050 | 1,036 | 692 | 703 | 1,029 | 1,672 | 1,388 | 834 | 562 | 420 | 1.190 |
| HLH (MWh) | 284 | 303 | 564 | 579 | 395 | 393 | 595 | 935 | 771 | 466 | 314 | 234 | 1.188 |
| LLH (MWh) | 205 | 243 | 486 | 457 | 297 | 310 | 434 | 737 | 617 | 368 | 248 | 186 | 1.192 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2026 | | | | | | | | | | | | | |
| Total (MWh) | 489 | 546 | 1,050 | 1,036 | 692 | 703 | 1,029 | 1,672 | 1,388 | 834 | 562 | 420 | 1.190 |
| HLH (MWh) | 284 | 290 | 587 | 579 | 395 | 393 | 595 | 899 | 802 | 466 | 314 | 234 | 1.189 |
| LLH (MWh) | 205 | 256 | 463 | 457 | 297 | 310 | 434 | 773 | 586 | 368 | 248 | 186 | 1.191 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2027 | | | | | | | | | | | | | |
| Total (MWh) | 489 | 546 | 1,050 | 1,036 | 692 | 703 | 1,029 | 1,672 | 1,388 | 834 | 562 | 420 | 1.190 |
| HLH (MWh) | 284 | 290 | 587 | 556 | 395 | 409 | 595 | 899 | 802 | 466 | 314 | 234 | 1.187 |
| LLH (MWh) | 205 | 256 | 463 | 480 | 297 | 294 | 434 | 773 | 586 | 368 | 248 | 186 | 1.193 |
| Peak (MW) | | | | | | | | | | | | | N/A |
| Fiscal Year 2028 | | | | | | | | | | | | | |
| Total (MWh) | 489 | 546 | 1,050 | 1,036 | 717 | 703 | 1,029 | 1,672 | 1,388 | 834 | 562 | 420 | 1.189 |
| HLH (MWh) | 273 | 303 | 587 | 556 | 411 | 409 | 572 | 935 | 802 | 448 | 326 | 234 | 1.188 |
| LLH (MWh) | 216 | 243 | 463 | 480 | 306 | 294 | 457 | 737 | 586 | 386 | 236 | 186 | 1.190 |
| Peak (MW) | | | | | | | | | | | | | N/A |

Notes: 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 and Contract Resources Lewis owns that are: (1) not Specified Resources listed in section 2 of Exhibit A, and (2) greater than 200 kilowatts 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 | | 2.0786% | 48.11 |

- (B) **Expected Resource Output**

| Expected Output - Energy (aMW) | | | | | | | | | |
|---------------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Fiscal Year | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 |
| Annual aMW | 0.261 | 0.261 | 0.261 | 0.261 | 0.261 | 0.261 | 0.261 | 0.261 | 0.261 |
| Fiscal Year | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | |
| Annual aMW | 0.261 | 0.261 | 0.261 | 0.261 | 0.261 | 0.261 | 0.261 | 0.261 | |

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 | | 15.7143% | 32.2 |

(B) **Expected Resource Output**

| Expected Output – Energy (aMW) | | | | | | | | | |
|--------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Fiscal Year | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 |
| Annual aMW | 1.323 | 1.323 | 1.323 | 1.323 | 1.323 | 1.323 | 1.323 | 1.323 | 1.323 |
| Fiscal Year | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | |
| Annual aMW | 1.323 | 1.323 | 1.323 | 1.323 | 1.323 | 1.323 | 1.323 | 1.323 | |

Note: Fill in the table above with annual Average Megawatts rounded to three decimal places.

(3) **White Creek**

(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 | | 10.00% | 204.7 |

(B) **Expected Resource Output**

| Expected Output – Energy (aMW) | | | | | | | | | |
|--------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Fiscal Year | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 |
| Annual aMW | 5.847 | 5.847 | 5.847 | 5.847 | 5.847 | 5.847 | 5.847 | 5.847 | 5.847 |
| Fiscal Year | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | |
| Annual aMW | 5.847 | 5.847 | 5.847 | 5.847 | 5.847 | 5.847 | 5.847 | 5.847 | |

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 Onsite Consumer Load

Pursuant to section 3.6 of the body of this Agreement, Lewis does not have any Consumer-Owned Resources serving Onsite Consumer Load at this time.

7.2 Consumer-Owned Resources Serving Load Other than Onsite Consumer Load

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

7.3 Consumer-Owned Resources Serving Both Onsite Consumer Load and Load Other than Onsite Consumer Load

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

7.4 Consumer-Owned Resources Serving an NLSL

Pursuant to section 23.3.7 of the body of this Agreement, Lewis does not have any Consumer-Owned Resources serving an NLSL at this time.

8. REVISIONS

BPA shall revise this exhibit to reflect: (1) Lewis' elections regarding the application and use of all resources owned by Lewis and Lewis' retail consumers and (2) BPA's determinations relevant to this exhibit and made in accordance with this Agreement.

(PSW-W:\Power\Contract\Customer\Lewis.PUD\13063\13063_ExhA_Final.DOC) 11/12/08

Exhibit B
HIGH WATER MARKS AND CONTRACT DEMAND QUANTITIES

1. CONTRACT HIGH WATER MARK (CHWM)

1.1 CHWM Amount

By September 15, 2011, BPA shall fill in the table below with Lewis' CHWM. Once established, Lewis' CHWM shall not change for the term of this Agreement except as allowed in section 1.2 of this exhibit.

| | |
|--|--|
| CHWM (annual aMW): | |
| Note: BPA shall round the number in the table above to three decimal places. | |

1.2 Changes to CHWM

If a change is made to Lewis' CHWM pursuant to this section 1.2, then BPA shall determine and notify Lewis of the date such change will be effective as follows:

1.2.1 If a load included in Lewis' Measured 2010 Load, as defined in the TRM, is later found to have been an NLSL in FY 2010, then BPA shall reduce Lewis' CHWM by the amount of the NLSL. BPA shall notify Lewis 30 days prior to when the updated CHWM will become effective. Lewis shall be liable for payment of any charges to adjust for the ineligible Tier 1 PF rate purchases dating back to October 1, 2011.

1.2.2 If Lewis acquires an Annexed Load from a utility that has a CHWM, then BPA shall increase Lewis' CHWM by adding part of the other utility's CHWM to Lewis' CHWM. The CHWM increase shall be effective on the date that Lewis begins service to the Annexed Load. BPA shall establish the amount of the CHWM addition as follows:

- (1) If Lewis and the other utility involved in the annexation agree on the amount of the CHWM addition, then BPA shall adopt that amount if BPA determines such amount is reasonable.
- (2) If Lewis and the other utility cannot agree on the amount of the CHWM addition, or if BPA determines the amount agreed to in section 1.2.2(1) of this exhibit is unreasonable, then the amount of the CHWM addition shall equal the calculated amount below; provided however, BPA may adjust the calculated amount below to reflect the division of Dedicated Resources between the utilities and other pertinent information advanced by Lewis and the other utility:

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

1.2.3 If another utility with a CHWM annexes load of Lewis, then BPA shall reduce Lewis' CHWM by adding part of Lewis' CHWM to the other utility's CHWM. The CHWM reduction shall be effective on the date that the other utility begins service to the Annexed Load. BPA shall establish the amount of the CHWM reduction as follows:

- (1) If Lewis and the other utility involved in the annexation agree on the amount of the CHWM reduction, then BPA shall adopt that amount if BPA determines such amount is reasonable.
- (2) If Lewis and the other utility cannot agree on the amount of the CHWM reduction, or if BPA determines the amount agreed to in section 1.2.3(1) of this exhibit is unreasonable, then the amount of the CHWM reduction shall equal the calculated amount below; **provided however**, BPA may adjust the calculated amount below to reflect the division of Dedicated Resources between the utilities and other pertinent information advanced by Lewis and the other utility:

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

1.2.4 BPA may change Lewis' CHWM if BPA's Administrator determines that BPA is required by court order about an Annexed Load to make such changes. BPA shall determine the effective date of such a change and shall update this exhibit with the changed CHWM.

2. CONTRACT DEMAND QUANTITIES (CDQs)

2.1 CDQ Amounts

By September 15, 2011, BPA shall fill in the table below with Lewis' monthly CDQs. Calculation of such CDQs is established in the TRM. Lewis' monthly CDQs shall not change for the term of this Agreement except as allowed below.

| Monthly Contract Demand Quantities | | | | | | | | | | | | |
|---|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
| kW | | | | | | | | | | | | |
| Note: BPA shall round the amounts in the table above to the nearest whole kilowatt. | | | | | | | | | | | | |

2.2 Changes Due to Annexation

The Parties shall determine when changes to Lewis' CDQs, as allowed below, will become effective.

2.2.1 If Lewis acquires an Annexed Load from a utility that has monthly CDQs, then BPA shall increase Lewis' CDQ for each month by adding the portion of the other utility's monthly CDQ that is attributable to such Annexed Load. For each month, the sum of Lewis' and the other utility's post-annexation CDQs shall not exceed the sum of the pre-annexation CDQs for such utilities. BPA shall establish the amount of the CDQ additions as follows:

- (1) If Lewis and the other utility involved in the annexation agree on the amounts of the CDQ additions, then BPA shall adopt those amounts.
- (2) If Lewis and the other utility cannot agree on the amounts of the CDQ additions, then BPA shall determine the amounts based on the monthly load factors of the Annexed Load.

2.2.2 If another utility with monthly CDQs annexes load of Lewis, then BPA shall reduce Lewis' CDQ for each month by removing the portion of Lewis' monthly CDQ that is attributable to the load that was annexed. For each month, the sum of Lewis' and the other utility's post-annexation CDQs shall not exceed the sum of the pre-annexation CDQs for such utilities. BPA shall establish the amount of the CDQ reductions as follows:

- (1) If Lewis and the other utility involved in the annexation agree on the amounts of the CDQ reductions, then BPA shall adopt those amounts.
- (2) If Lewis and the other utility cannot agree on the amounts of the CDQ reductions, then BPA shall determine the amounts based on the monthly load factors of the Annexed Load.

3. REVISIONS

BPA may revise this exhibit to the extent allowed in sections 1 and 2 of this exhibit. All other changes shall be made by mutual agreement.

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Exhibit C
PURCHASE OBLIGATIONS

1. DETERMINATION OF TIER 1 BLOCK AMOUNTS

1.1 Determination of Annual Tier 1 Block Amounts

By September 15, 2011, and by each September 15 thereafter, BPA shall enter in the table below Lewis' annual Tier 1 Block Amount as determined pursuant to section 4.3.1 of the body of this Agreement.

| Annual Tier 1 Block Amounts | | |
|------------------------------------|---|---|
| Fiscal Year | Annual Tier 1 Block Amount (aMW) | Annual Tier 1 Block Amount (MWh) |
| 2012 | | |
| 2013 | | |
| 2014 | | |
| 2015 | | |
| 2016 | | |
| 2017 | | |
| 2018 | | |
| 2019 | | |
| 2020 | | |
| 2021 | | |
| 2022 | | |
| 2023 | | |
| 2024 | | |
| 2025 | | |
| 2026 | | |
| 2027 | | |
| 2028 | | |

1.2 Flat Within-Month Shape

Lewis' monthly Tier 1 Block Amounts, expressed in MWh, shall be determined based on the Monthly Shaping Factors. Lewis' Monthly Shaping Factors that are used to determine monthly Tier 1 Block Amounts shall be determined as follows:

1.2.1 Monthly Shaping Factors for a Flat Within-Month Shape

Lewis' Monthly Shaping Factors for a Flat Within-Month Shape shall be determined in accordance with section 1.2.1.2 of this exhibit, using Lewis' "monthly 2010 load values" and "annual 2010 load value" as determined in accordance with section 1.2.1.1 of this exhibit.

1.2.1.1 Calculation of Monthly and Annual 2010 Load Values

Each "monthly 2010 load value" for Lewis shall be equal to Lewis' monthly Total Retail Load for FY 2010, as adjusted in accordance with sections 4.1.1.1 and 4.1.1.2 of the TRM.

Lewis' "annual 2010 load value" shall be equal to the sum of Lewis' "monthly 2010 load values" for all months of FY 2010.

1.2.1.2 Calculation of Monthly Shaping Factors for a Flat Within-Month Shape

Lewis' Monthly Shaping Factors for a Flat Within-Month Shape shall be determined as follows:

- (1) The "monthly shape numerator" shall be equal to (a) the "monthly 2010 load value" for the corresponding month in FY 2010 minus (b) Lewis' Existing Resource amounts for the each month of FY 2012, as listed in section 2 of Exhibit A, expressed in MWh;
- (2) The "monthly shape denominator" shall be equal to (a) the "annual 2010 load value," minus (b) the sum of Lewis' Existing Resource amounts for the all months of FY 2012, as listed in section 2 of Exhibit A, expressed in MWh; and
- (3) The Monthly Shaping Factors for a Flat Within-Month Shape shall be equal to (a) the "monthly shape numerator" for each month, divided by (b) the "monthly shape denominator" for each such month, rounded to three decimal places and set forth in the table below.

| Monthly Shaping Factors | | | | | | | | | | | | | |
|-------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| Month | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Total |
| Monthly Shaping Factor | | | | | | | | | | | | | 1.000 |

1.3 Monthly Tier 1 Block Amounts

The monthly Tier 1 Block Amounts for each month of each Fiscal Year, beginning with FY 2012, shall be equal to: (1) the annual Tier 1 Block Amount as specified in section 1.1 of this exhibit multiplied by (2) the Monthly Shaping Factor for the corresponding month as specified in section 1.2 of this exhibit, rounded to a whole number. BPA shall enter such amounts into the table below. Due to rounding, total megawatt-hour deliveries during any Fiscal Year may be slightly different than the megawatt-hours stated in section 1.1 of this exhibit. Lewis shall schedule the monthly Tier 1 Block Amounts as flat as possible on all hours of each month.

| Monthly Tier 1 Block Amounts (MWh) | | | | | | | | | | | | |
|------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| FY | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
| 2012 | | | | | | | | | | | | |
| 2013 | | | | | | | | | | | | |
| 2014 | | | | | | | | | | | | |
| 2015 | | | | | | | | | | | | |
| 2016 | | | | | | | | | | | | |
| 2017 | | | | | | | | | | | | |

| Monthly Tier 1 Block Amounts (MWh) | | | | | | | | | | | | |
|------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| FY | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
| 2018 | | | | | | | | | | | | |
| 2019 | | | | | | | | | | | | |
| 2020 | | | | | | | | | | | | |
| 2021 | | | | | | | | | | | | |
| 2022 | | | | | | | | | | | | |
| 2023 | | | | | | | | | | | | |
| 2024 | | | | | | | | | | | | |
| 2025 | | | | | | | | | | | | |
| 2026 | | | | | | | | | | | | |
| 2027 | | | | | | | | | | | | |
| 2028 | | | | | | | | | | | | |

2. FIRM REQUIREMENTS POWER AT TIER 2 RATES

2.1 Notice to Purchase Zero Amounts at Tier 2 Rates

If Lewis elects not to purchase Firm Requirements Power at Tier 2 Rates for a Purchase Period, then by March 31 immediately following the corresponding Notice Deadline, BPA shall update this exhibit to indicate such election by adding an “X” to the applicable cell in the following table. Such election means that for the Purchase Period specified below, Lewis shall: (1) purchase zero amounts of Firm Requirements Power at Tier 2 Rates, and (2) serve all of its Above-RHWM Load with power other than Firm Requirements Power.

| Zero Tier 2 | Purchase Period |
|-------------|-------------------|
| | FY 2012 - FY 2014 |
| | FY 2015 - FY 2019 |
| | FY 2020 - FY 2024 |
| | FY 2025 - FY 2028 |

2.2 Tier 2 Load Growth Rate

Lewis shall not have the right to purchase Firm Requirements Power at Tier 2 Load Growth Rates for the term of this Agreement.

2.3 Tier 2 Vintage Rates

2.3.1 Election Process

2.3.1.1 Right to Convert

Subject to the amounts of power BPA makes available at one or more Tier 2 Vintage Rates, Lewis shall have the right to convert some or all of the amounts of Firm Requirements Power it has elected to purchase at Tier 2 Short-Term Rates, as stated in section 2.4 of this exhibit, to an equal purchase amount at Tier 2 Vintage Rates.

2.3.1.2 Statement of Intent

If Lewis elects to purchase Firm Requirements Power from BPA at Tier 2 Vintage Rates, then Lewis shall sign a

Statement of Intent offered by BPA. "Statement of Intent" means a statement prepared by BPA and signed by Lewis that describes the approach and cost structure that will be used for a specific Tier 2 Cost Pool. If BPA establishes a Tier 2 Cost Pool for a Tier 2 Vintage Rate consistent with the Statement of Intent, then Lewis agrees to have the portion of its Tier 2 Rate power purchase specified in the Statement of Intent priced at that rate. If BPA is unable to establish the Tier 2 Cost Pool for the specific Tier 2 Vintage Rate, then Lewis agrees to purchase such amount of Firm Requirements Power at Tier 2 Short-Term Rates, except as stated in section 2.3.1.5 of this exhibit.

2.3.1.3 Insufficient Availability

The Statement of Intent shall include procedures to allocate between competing applications for a specific Tier 2 Cost Pool if requests exceed amounts available.

2.3.1.4 Conversion Costs

Upon establishment of a Tier 2 Vintage Rate for which Lewis signed a Statement of Intent, Lewis shall be liable for payment of any outstanding costs under Tier 2 Short-Term Rates that apply to Lewis. Such costs shall be those that BPA: (1) is obligated to pay and will not recover from Lewis under Tier 2 Short-Term Rates as a result of the conversion, and (2) is unable to recover through other transactions. BPA shall determine such costs, if any, in the first 7(i) Process that establishes the applicable Tier 2 Vintage Rate. In no event shall BPA make payment to Lewis as a result of Lewis' conversion of purchase amounts at Tier 2 Short-Term Rates to purchase amounts at Tier 2 Vintage Rates.

2.3.1.5 Additional Offerings

In addition to the right to convert to Tier 2 Vintage Rates established in section 2.3.1.1 of this exhibit, Lewis may have the opportunity to purchase Firm Requirements Power at Tier 2 Vintage Rates regardless of whether Lewis is purchasing at Tier 2 Short-Term Rates if:

- (1) BPA determines, in its sole discretion, that all requests for service at Tier 2 Vintage Rates by purchasers of Firm Requirements Power at Tier 2 Short-Term Rates are able to be satisfied, and
- (2) BPA determines, in its sole discretion, to offer Lewis a Statement of Intent that would provide Lewis the opportunity to purchase Firm Requirements at Tier 2 Vintage Rates.

If Lewis signs a Statement of Intent offered by BPA pursuant to this section 2.3.1.5, and if BPA is unable to establish the Tier 2 Cost Pool for the applicable Tier 2 Vintage Rate, then Lewis' current elections for service to its Above-RHWM Load shall continue to apply.

Except as provided in this section 2.3.1, any election by Lewis to purchase Firm Requirements Power at Tier 2 Vintage Rates shall not relieve Lewis of any obligation to purchase Firm Requirements Power at another Tier 2 Rate.

2.3.1.6 Exhibit Updates

By September 15 immediately following the establishment of a Tier 2 Vintage Rate for which Lewis signed a Statement of Intent, BPA shall amend this exhibit to show Lewis' Tier 2 Vintage Rate purchases and remove Lewis' Tier 2 Short-Term Rate purchases by the amounts purchased at the Tier 2 Vintage Rate, if Lewis is converting to the Tier 2 Vintage Rate from the Tier 2 Short-Term Rate. BPA shall insert applicable tables, terms, and conditions for each Tier 2 Vintage Rate in section 2.3.2 of this exhibit.

2.3.2 Vintage Rate Elections

Lewis has no Tier 2 Vintage Rate elections at this time.

2.4 Tier 2 Short-Term Rate

If Lewis elects by the applicable Notice Deadline to purchase Firm Requirements Power at Tier 2 Short-Term Rates for a Purchase Period, then in its election Lewis shall state its purchase amounts of such power for each year of the corresponding Purchase Period. By March 31 immediately following each Notice Deadline, BPA shall update the table below with: (1) Lewis' purchase amounts, if any, at Tier 2 Short-Term Rates for the corresponding Purchase Period, or (2) a zero purchase amount if Lewis does not elect to purchase Firm Requirements Power at Tier 2 Short-Term Rates for the corresponding Purchase Period.

| Tier 2 Short-Term Rate Table | | | | | |
|--|-------------|-------------|-------------|-------------|-------------|
| Fiscal Year | 2012 | 2013 | 2014 | 2015 | 2016 |
| aMW | | | | | |
| Fiscal Year | 2017 | 2018 | 2019 | 2020 | 2021 |
| aMW | | | | | |
| Fiscal Year | 2022 | 2023 | 2024 | 2025 | 2026 |
| aMW | | | | | |
| Fiscal Year | 2027 | 2028 | | | |
| aMW | | | | | |
| Note: Insert whole megawatt amounts for each year of the applicable Purchase Period. | | | | | |

2.5 Amounts of Power to be Billed at Tier 2 Rates

Prior to each Fiscal Year and consistent with Lewis' elections, BPA shall determine the amounts, if any, of Firm Requirements Power at Tier 2 Rates that need to be remarketed subject to section 10 of the body of this Agreement. By September 15 of each Fiscal year beginning September 15, 2011, BPA shall update the table below for the upcoming Fiscal Year with: (1) the annual average amounts of Firm Requirements Power which Lewis shall purchase at each applicable Tier 2 Rate, (2) any remarketed Tier 2 Rate purchase amounts, and (3) the total amount of Firm Requirements Power priced at Tier 2 Rates, net of any remarketed amounts.

| Annual Amounts Priced at Tier 2 Rates (aMW) | | | | | | | | | |
|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Fiscal Year | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 |
| No Tier 2 at this time | | | | | | | | | |
| Minus Remarketed Amounts | | | | | | | | | |
| Total Amount at Tier 2 | | | | | | | | | |
| Fiscal Year | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | |
| No Tier 2 at this time | | | | | | | | | |
| Minus Remarketed Amounts | | | | | | | | | |
| Total Amount at Tier 2 | | | | | | | | | |
| 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 Lewis 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 whole annual Average Megawatts. | | | | | | | | | |

3. MONTHLY PF RATES

Applicable monthly Tier 1 and Tier 2 Rates are specified in BPA Wholesale Power Rate Schedules and GRSPs.

4. REVISIONS

BPA shall revise this exhibit to reflect Lewis' elections regarding service to its Above-RHWM Load and BPA's determinations relevant to this exhibit and made in accordance with this Agreement.

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Exhibit D
ADDITIONAL PRODUCTS AND SPECIAL PROVISIONS

1. CF/CT AND NEW LARGE SINGLE LOADS

1.1 CF/CT Loads

Lewis has no loads identified that were contracted for, or committed to (CF/CT), as of September 1, 1979, as defined in section 3(13)(A) of the Northwest Power Act.

1.2 Potential NLSLs

Lewis has no identified potential NLSLs.

1.3 Existing NLSLs

Lewis has no existing NLSLs.

2. RESOURCE SUPPORT SERVICES

RSS is only available to Lewis to support resources that are Specified Resources used to serve Total Retail Load that are added after September 30, 2006. Lewis' purchase of RSS shall include all support services necessary to convert the actual scheduled output from the resource being supported into a flat annual block.

2.1 BPA shall develop the RSS products to support applicable Specified Resources listed in section 2 of Exhibit A for the FY 2012-2014 Purchase Period and offer such as a revision to this exhibit by August 1, 2009. Prior to that date, BPA shall provide Lewis a reasonable opportunity to provide input into the development of the products and the related contract provisions. If Lewis requests that BPA provide such service, then the Parties shall execute a revision to this exhibit by the November 1, 2009, Notice Deadline. By each Notice Deadline thereafter, Lewis may purchase RSS from BPA to support applicable Specified Resources listed in section 2 of Exhibit A for the corresponding Purchase Period.

2.2 If Lewis adds a new Specified Resource within a Purchase Period to meet its obligations to serve Above-RHWM Load with Dedicated Resources, consistent with section 3.5.1 of the body of this Agreement, Lewis may purchase RSS from BPA to support such resource. Such purchase shall be for the remainder of the Purchase Period and for the following Purchase Period. Lewis shall notify BPA of its decision to purchase RSS for a new Specified Resource by October 31 of a Rate Case Year and the elected RSS will be effective at the start of the upcoming Rate Period.

3. POWER EXCHANGE BETWEEN LEWIS AND PUBLIC UTILITY DISTRICT NO. 1 OF COWLITZ COUNTY, WASHINGTON

The Parties agree that determination of Total Retail Load and billing for power shall reflect the power exchange between Lewis and Public Utility District No. 1 of Cowlitz County, Washington (Cowlitz) as described in section 6 of Contract No. ES817, between Lewis and Cowlitz, a copy of which is included as part of this Exhibit D. Total Retail Load shall be reduced to reflect transfers from Lewis to

Cowlitz and increased to reflect transfers from Cowlitz to Lewis. Any adjustments to account for changes in loads, generation or facilities shall be updated by the Parties.

4. EAST COUNTY BILLING PLAN

Metering of power amounts in East Lewis County shall be as described in the November 22, 1996 letter and associated enclosures from Charles W. Forman, Jr., to David J. Muller, included as part of this Exhibit D. BPA shall update such Plan if there are changes to loads, generation or facilities.

5. ALDER ELBE METER AMOUNTS

Subject to the provisions of Contract No. 07PB-50109 between Lewis and BPA, Lewis agrees to provide use of certain Lewis facilities necessary for BPA to provide transfer service to Alder, which facilities are located in or near Lewis' Elbe 115 kV-24.9 kV substation. For purposes of power billing, the Alder Elbe meter amounts, including losses between the Alder Elbe meter and Lewis' Elbe Point of Delivery shall be subtracted from the existing Lewis Elbe meter #394, including losses between the Lewis meter and Lewis' Elbe Point of Delivery, consistent with terms of Contract No. 07PB-50109.

6. REVISIONS

This exhibit shall be revised by mutual agreement of the Parties to reflect additional products Lewis purchases during the term of this Agreement.

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Exhibit E
METERING

1. METERING

1.1 Directly Connected Points of Delivery and Load Metering

- (1) **BPA POD Name:** C. W. Paul 500-LEWI;
BPA POD Number: 3311;
WECC Balancing Authority: BPAT;

Location: the point in the BPA's C. W. Paul Substation where the 500 kV facilities of BPA and the Centralia Thermal Project Generator # 1 line are connected;

Voltage: 500 kV;

Metering: in BPA's C. W. Paul Substation in the 500 kV circuit over which such electric power flows;

- (A) **BPA Meter Point Name:** Paul-Centralia Genr #1 Out;
BPA Meter Point Number: 2378;
Direction for PF Billing Purposes: Positive;
Manner of Service: Direct, BPA to Lewis;
- (B) **BPA Meter Point Name:** Paul-Centralia Genr #2 In;
BPA Meter Point Number: 2379;
Direction for PF Billing Purposes: Negative;
Manner of Service: Direct, Lewis to BPA;

Metering Loss Adjustment: None;

Exceptions:

- (A) Meter point 2378, Paul-Centralia Genr #1 Out, is utilized to measure station service load when load is greater than load carried by meter point 2379, Paul-Centralia Genr #2 In. Calculated on an hourly basis;
- (B) This POD will provide intermittent start-up service for the Centralia Thermal Project Generator as agreed to between Lewis and the Centralia Thermal Project Generator and this POD will provide intermittent back-up station service for the Centralia Thermal Project Generator as agreed to between Lewis and the Centralia Thermal Project Generator.

- (2) **BPA POD Name:** Centralia Sw St 230-TAUC;
BPA POD Number: 3329;
WECC Balancing Authority: BPAT;

Location: the point on BPA's Chehalis-Covington 230 kV transmission line near TransAlta's Centralia Switching Station where the 230 kV facilities of BPA and TransAlta are connected;

Voltage: 230 kV;

Metering:

- (A) in TransAlta's Plant Switchyard in the 13.8 kV circuits over which such electric power flows;
- (i) **BPA Meter Point Name:** Transalta Plant Startup #1 Out;
BPA Meter Point Number: 2897;
Direction for PF Billing Purposes: Positive;
Manner of Service: Direct, BPA to Lewis;
 - (ii) **BPA Meter Point Name:** Transalta Plant Startup #2 Out;
BPA Meter Point Number: 2898;
Direction for PF Billing Purposes: Positive;
Manner of Service: Direct, BPA to Lewis;
- (B) in TransAlta's Plant Switchyard in the 4.15 kV circuits over which such electric power flows;
- (iii) **BPA Meter Point Name:** Transalta Plant Scrubber #1 Out;
BPA Meter Point Number: 2899;
Direction for PF Billing Purposes: Positive;
Manner of Service: Direct, BPA to Lewis;
 - (iv) **BPA Meter Point Name:** Transalta Scrubber #2 Out;
BPA Meter Point Number: 2900;
Direction for PF Billing Purposes: Positive;
Manner of Service: Direct, BPA to Lewis;

Metering Loss Adjustment: BPA shall adjust for losses between the POD and the Transalta Plant Startup #1 Out, Transalta Plant Startup #2 Out, Transalta Plant Scrubber #1 Out, and Transalta Scrubber #2 Out POMs. Such adjustments shall be specified in writing between BPA and Lewis;

Exception: This POD will provide intermittent start-up service for the TransAlta Centralia Switching Station as agreed to between Lewis and the TransAlta Centralia Switching Station and this POD will provide intermittent back-up station service for the TransAlta Centralia Switching Station as agreed to between Lewis and the TransAlta Centralia Switching Station.

- (3) **BPA POD Name:** Chehalis 69 kV;
BPA POD Number: 126;
WECC Balancing Authority: BPAT;

Location: the points in BPA's Chehalis Substation where the 69 kV facilities of BPA and Lewis are connected;

Voltage: 69 kV;

Metering:

- (A) in BPA's Chehalis Substation in the 69 kV circuit over which such electric power flows;
- (i) **BPA Meter Point Name:** Chehalis Out; (Lewis Meter Point Name: Chehalis #1 Out);
BPA Meter Point Number: 425;
Direction for PF Billing Purposes: Positive;
Manner of Service: Direct, BPA to Lewis;
 - (ii) **BPA Meter Point Name:** Chehalis #2 Out;
BPA Meter Point Number: 1906;
Direction for PF Billing Purposes: Positive;
Manner of Service: Direct, BPA to Lewis;
- (B) in and nearby the jointly owned Lewis and Cowlitz County PUDs' Vader Substation on the 12.5 kV circuits, and on the 69 kV emergency bus connection over which electric power flows; under the terms of the Power Interchange Agreement between Public Utility District No. 1 of Cowlitz County, Washington (Cowlitz) and Public Utility District No. 1 of Lewis County, Washington (Lewis) (Cowlitz PUD Contract No. ES817), Cowlitz and Lewis have agreed, with BPA consent, to apportion the usage of power between the two PUDs using data from meters and SCADA System data as described in the Power Interchange Agreement;

- (iii) **BPA Meter Point Name:** TRF Cowlitz to Lewis Co.;
(Lewis Meter Point Name: Cowlitz and Lewis Power Interchange);
BPA Meter Point Number: 1483;
Direction for PF Billing Purposes: Positive;
Manner of Service: Direct, Cowlitz to Lewis;
- (iv) **BPA Meter Point Name:** Transfer Lewis Co. to Cowlitz; (Lewis Meter Point Name: Cowlitz and Lewis Power Interchange);
BPA Meter Point Number: 1484;
Direction for PF Billing Purposes: Negative;
Manner of Service: Direct, Lewis to Cowlitz;

Metering Loss Adjustment: None;

Exceptions:

- (A) Usage data for meter points 1483 and 1484 are 'data transfers' submitted monthly to BPA by Cowlitz County PUD;
 - (B) The Parties acknowledge that meters 1483 and 1484 are owned and managed jointly by Lewis and Cowlitz County PUDs. The metering requirements of sections 15.3 and 15.4 of the body of this Agreement shall not apply to these meters.
- (4) **BPA POD Name:** Fords Prairie 69 kV;
BPA POD Number: 246;
WECC Balancing Authority: BPAT;

Location: the point in Lewis' Fords Prairie Substation where the 69 kV facilities of BPA and Lewis are connected;

Voltage: 69 kV;

Metering: in Lewis' Fords Prairie Substation in the 12.5 kV circuit over which such electric power flows;

BPA Meter Point Name: Fords Prairie Out;
BPA Meter Point Number: 587;
Direction for PF Billing Purposes: Positive;
Manner of Service: Direct, BPA to Lewis;

Metering Loss Adjustment: BPA shall adjust for losses between the POD and the Fords Prairie Out POM. Such adjustments shall be specified in writing between BPA and Lewis;

Exception: None.

- (6) **BPA POD Name:** Napavine 500 kV-LEWI;
BPA POD Number: 3698;
WECC Balancing Authority: BPAT;

Location: the points in BPA's Napavine Substation where the 500 kV facilities of BPA and Chehalis Power Generating (CPG), LLC are connected;

Voltage: 500 kV;

Metering: in BPA's Napavine Substation in the 500 kV circuit over which such electric power flows;

BPA Meter Point Name: Napavine KWH Out; (Lewis Meter Point Name: Napavine Out);
BPA Meter Point Number: 2724;
Direction for PF Billing Purposes: Positive;
Manner of Service: Direct, BPA to Lewis;

Metering Loss Adjustment: None;

Exception: This POD will provide intermittent start-up service for CPG as agreed to between Lewis and CPG and this POD will provide intermittent back-up station service for CPG as agreed to between Lewis and CPG.

- (7) **BPA POD Name:** Pe Ell 115 kV;
BPA POD Number: 526;
WECC Balancing Authority: BPAT;

Location: the point in Lewis' Pe Ell Substation where the 115 kV facilities of BPA and Lewis are connected;

Voltage: 115 kV;

Metering: in Lewis' Pe Ell Substation in the 12.5 kV circuit over which such electric power flows;

BPA Meter Point Name: Pe Ell Out;
BPA Meter Point Number: 52;
Direction for PF Billing Purposes: Positive;
Manner of Service: Direct, BPA to Lewis;

Metering Loss Adjustment: BPA shall adjust for losses between the POD and the Pe Ell Out POM. Such adjustments shall be specified in writing between BPA and Lewis;

Exception: None.

- (8) **BPA POD Name:** Silver Creek 69 kV;
BPA POD Number: 932;
WECC Balancing Authority: BPAT;

Location: the point in BPA's Silver Creek Substation where the 69 kV facilities of BPA and Lewis are connected;

Voltage: 69 kV;

Metering:

- (A) in ENW's Packwood Substation in the 69 kV circuit over which such electric power flows;

BPA Meter Point Name: Packwood Hydro Genr In;
BPA Meter Point Number: 1523;
Direction for PF Billing Purposes: Positive;
Manner of Service: Direct, BPA to Lewis;

- (B) in BPA's Silver Creek Substation in the 69 kV circuit over which such electric power flows;

(i) **BPA Meter Point Name:** Silver Creek Out; (Lewis Meter Point Name: Silver Creek West Out);
BPA Meter Point Number: 1660;
Direction for PF Billing Purposes: Positive;
Manner of Service: Direct, BPA to Lewis;

(ii) **BPA Meter Point Name:** Silver Creek-Glenoma Out;
BPA Meter Point Number: 1907;
Direction for PF Billing Purposes: Positive;
Manner of Service: Direct, BPA to Lewis;

(iii) **BPA Meter Point Name:** Silver Creek-Glenoma In;
BPA Meter Point Number: 1937;
Direction for PF Billing Purposes: Negative;
Manner of Service: Direct, Lewis to BPA;

- (C) in Lewis' Cowlitz Falls Project Substation in the 13.8 kV circuit over which such electric power flows;

- (iv) **BPA Meter Point Name:** Cowlitz Falls Genr #1 Out;
BPA Meter Point Number: 1923;
Direction for PF Billing Purposes: Positive;
Manner of Service: Direct, BPA to Lewis;
- (v) **BPA Meter Point Name:** Cowlitz Falls Genr #2 Out;
BPA Meter Point Number: 1928;
Direction for PF Billing Purposes: Positive;
Manner of Service: Direct, BPA to Lewis;
- (D) in Lewis' Glenoma Substation in the 69 kV circuit over which such electric power flows;
- (vi) **BPA Meter Point Name:** Glenoma 230-69 kV In;
BPA Meter Point Number: 2077;
Direction for PF Billing Purposes: Positive; TBD *
Manner of Service: Direct, Lewis to BPA;
- (vii) **BPA Meter Point Name:** Glenoma 230-69 kV Out;
BPA Meter Point Number: 2078;
Direction for PF Billing Purposes: Negative; TBD *
Manner of Service: Direct, BPA to Lewis;

Metering Loss Adjustment: BPA shall adjust for losses between the POD and Cowlitz Falls Genr #1 Out, Cowlitz Falls Genr #2 Out, Glenoma 230-69 kV In and Glenoma 230-69 kV Out POMs. Such adjustments shall be specified in writing between BPA and Lewis;

Exception: The meter formula for the POMs under Silver Creek 69 kV POD shall be: meters 1907+1660+1923+1928+2077+1523-1937-2078 = Silver Creek 69 kV POD. TBD *

1.2 Transfer Points of Delivery and Load Metering

BPA POD Name: Elbe 115 kV;
BPA POD Number: 207;
WECC Balancing Authority: TPWR;

Location: the point in Lewis' Elbe Substation where the 115 kV facilities of BPA and Lewis are connected;

Voltage: 115 kV;

Metering:

- (A) in Lewis' Elbe Substation in the 24.9 kV circuit over which such electric power flows;

BPA Meter Point Name: Elbe Out;
BPA Meter Point Number: 394;
Direction for PF Billing Purposes: Positive;
Manner of Service: Transfer, BPA to Tacoma to BPA to Lewis;

- (B) near BPA structure 7/17 (on BPA's Elbe 115 kV tap line) outside Lewis' Elbe Substation in the 24.9 kV circuit over which such electric power flows;

BPA Meter Point Name: Elbe 2 Out;
BPA Meter Point Number: 3251;
Direction for PF Billing Purposes: Negative;
Manner of Service: Transfer, BPA to Tacoma to BPA to Lewis to BPA to Alder;

Metering Loss Adjustment: BPA shall adjust for losses between the POD and the Elbe Out and Elbe 2 Out POMs. Such adjustments shall be specified in writing between BPA and Lewis;

Exceptions:

- (A) Meter 3251 Elbe 2 Out is a new meter coming online in the future. The period of service for this meter shall commence when the substation or equipment is energized for commercial operation;
- (B) The meter formula for the POMs under the Elbe 115 kV POD shall be determined pursuant to Section 5 of Exhibit D of this Agreement.

1.3 Resource Locations and Metering

None.

* TBD – This data element is currently unresolved and shall be determined by BPA prior to June 1, 2011.

2. REVISIONS

Each Party shall notify the other in writing if updates to this exhibit are necessary to accurately reflect the actual characteristics of POD and meter information described in this exhibit. The Parties shall revise this exhibit to reflect such changes. The Parties shall mutually agree on any such exhibit revisions and agreement shall not be unreasonably withheld or delayed. The effective date of any exhibit revision shall be the date the actual circumstances described by the revision occur.

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Exhibit F
SCHEDULING

1. SCHEDULING FEDERAL POWER

Lewis is responsible for scheduling all amounts of Slice Output Energy, Tier 1 Block Amounts and Tier 2 Block Amounts purchased under this Agreement from the Scheduling Points of Receipt to their ultimate destination, and for creating associated electronic tags. Lewis agrees to provide copies of such electronic tags to Power Services consistent with the requirements of this Exhibit F.

2. COORDINATION REQUIREMENTS

2.1 Prescheduling

Lewis shall submit delivery schedules of Slice Output Energy, Tier 1 Block Amounts and Tier 2 Block Amounts to Power Services by 1100 Pacific Prevailing Time the day(s) on which prescheduling occurs, as specified by WECC. Preschedule electronic tags are due to Power Services in accordance with the parameters specified in section 4 of this exhibit.

2.2 Real-Time Scheduling

Lewis shall have the right to submit new or modified schedules and electronic tags associated with deliveries of Slice Output Energy in real-time in accordance with the parameters specified in section 4 of this exhibit.

2.3 After the Fact

Power Services and Lewis agree to reconcile all transactions, schedules and accounts at the end of each month (as early as possible within the first 10 calendar days of the next month). Power Services and Lewis shall verify all transactions per this Agreement, as to product or type of service, hourly amounts, daily and monthly totals, and related charges.

3. SLICE OUTPUT ENERGY SCHEDULING REQUIREMENTS

3.1 Schedule submissions to Power Services will primarily be via Power Services approved electronic methods, which may include specific interfaces. However, other Power Services' agreed-upon submission methods (verbal, fax, etc.) are acceptable if electronic systems are temporarily not available. Transmission scheduling arrangements are handled under separate agreements/provisions with the designated transmission provider, and may not necessarily be the same requirements as Power Services' scheduling arrangements.

3.2 Schedules of Slice Output Energy submitted to Power Services by Lewis shall comply with Delivery Limits established in the Slice Computer Application.

3.3 The timeline within which Power Services shall approve or deny Lewis' Delivery Requests, as represented by Lewis' electronic tags, shall conform to Power Services' then current preschedule and real-time scheduling guidelines as specified in section 4 of this exhibit.

- 3.3.1 For the purpose of approving requests for deliveries of Slice Output Energy, Power Services shall approve electronic tags, as described in section 3.3.2 below, that Lewis submits to Power Services consistent with section 3.2 above prior to the applicable Power Services scheduling deadline, as specified in section 4 of this exhibit.
 - 3.3.2 Electronic tags submitted to Power Service shall: (1) identify BPA as the generation providing entity, (2) identify Lewis as first downstream purchasing-selling entity, (3) identify hourly energy amounts in MWh, and (4) maintain all data consistent with applicable industry standards.
 - 3.3.3 Power Services shall have the sole discretion to accept or deny electronic tags that Lewis submits to Power Services after the applicable Power Services' scheduling deadline set forth in section 4 of this exhibit, regardless of the reason for the late submission, and regardless of submission method (electronic, verbal, fax, etc.)
 - 3.3.4 Changes to tagged energy amounts required by the Balancing Authority for maintaining system reliability, as determined by the responsible Balancing Authority, shall be implemented by Power Services and Lewis at the time of such notification by the Balancing Authority.
- 3.4 Lewis shall be responsible for verifying the sum of its hourly tagged and non-tagged (e.g., transmission loss schedules, etc., that are not tagged) energy amounts is equal to its Delivery Request, as described in section 7 of Exhibit M, for each Scheduling Hour.
- 3.4.1 Lewis shall have the right to submit adjusted Customer Inputs to Power Services, pursuant to section 4.1 of this exhibit, in order to alter the associated Simulated Output Energy Schedules within established Delivery Limits, such that Lewis' Delivery Request is made equal to the sum of its tagged and non-tagged energy amounts for each Scheduling Hour.
 - 3.4.2 For each Scheduling Hour, the amount Lewis' hourly tagged and non-tagged energy amount is in excess of its Delivery Request shall be subject to the UAI Charge for energy, and the amount Lewis' hourly tagged and non-tagged energy amount is less than its Delivery Request shall be forfeited.
 - 3.4.3 Electronic tag and Delivery Request mismatches that result from Balancing Authority reliability required actions shall not be subject to penalty if such required reliability action is implemented by the Balancing Authority less than 30 minutes prior to the start of the Scheduling Hour in which the mismatch occurs.

4. SCHEDULING DEADLINES

4.1 Customer Input Submission Deadline

Lewis shall have until 15 minutes prior to the start of each Scheduling Hour to submit revised Customer Inputs to Power Services in order to affect the associated Simulated Output Energy Schedules for each such Scheduling Hour. Power Services shall have the sole discretion to reject for any reason Lewis' Customer Inputs associated with the upcoming Scheduling Hour that are submitted to Power Services after 15 minutes prior to the start of each such Scheduling Hour.

4.2 Real-Time Electronic Tag Submission Deadline

Power Services shall approve electronic tags, as described in section 3.3.2 of this exhibit, that are consistent with section 3.2 of this exhibit and submitted to Power Services by Lewis prior to the Power Services' scheduling deadline, which is 30 minutes prior to the start of each Scheduling Hour.

4.3 Preschedule Electronic Tag Submissions

Unless otherwise mutually agreed, all Lewis preschedule electronic tags will be submitted to Power Services according to NERC instructions and deadlines for electronic tagging, as specified or modified by the Balancing Authority and WECC.

5. SCHEDULING OF DEDICATED RESOURCES

No later than 10 days following the end of each month, Lewis agrees that it will electronically copy Power Services on all electronic tags that were created or modified during the previous month in association with the delivery of Lewis' Dedicated Resources, if any, listed in sections 2, 3, and 4 of Exhibit A.

6. SPECIAL SCHEDULING PROVISIONS FOR TRANSFER CUSTOMERS

BPA shall add special scheduling provisions to this Exhibit F prior to commencement of service to account for transfer arrangements.

7. REVISIONS

BPA may unilaterally revise this exhibit:

- (1) to implement changes that BPA determines are necessary to allow it to meet its power scheduling obligations under this Agreement, or
- (2) to comply with the prevailing industry practice and requirements, currently set by WECC, NAESB, or NERC, or their successors or assigns.

BPA shall provide a draft of any material revisions of this exhibit to Lewis, with a reasonable time for comment, prior to BPA providing written notice of the revision. Revisions are effective 45 days after BPA provides written notice of the revisions to Lewis unless, in BPA's sole judgment, less notice is necessary to comply with an emergency change to the requirements of the WECC, NAESB, NERC, or their successors or assigns. In this case, BPA shall specify the effective date of such revisions.

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Exhibit G
PRINCIPLES OF NON-FEDERAL TRANSFER SERVICE

As provided by section 14.6.7 of the body of this Agreement and BPA's Long-Term Regional Dialogue Final Policy, July 2007, or any other later revision of that policy, if Lewis acquires non-federal resources to serve its retail load above its established RHW, then BPA's support and assistance to Lewis regarding transfer service for its non-federal resources shall be consistent with the following principles:

1. ESTABLISHED CAPS AND LIMITATIONS

BPA shall provide financial support for the transmission capacity associated with non-federal resource purchases to all Transfer Service customers up to a maximum of 41 megawatts 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 2012 | 41 | 41 |
| FY 2013 | 41 | 82 |
| FY 2014 | 41 | 123 |
| FY 2015 | 41 | 164 |
| FY 2016 | 41 | 205 |
| FY 2017 | 41 | 246 |
| FY 2018 | 41 | 287 |
| FY 2019 | 41 | 328 |
| FY 2020 | 41 | 369 |
| FY 2021 | 41 | 410 |
| FY 2022 | 41 | 451 |
| FY 2023 | 41 | 492 |
| FY 2024 | 41 | 533 |
| FY 2025 | 41 | 574 |
| FY 2026 | 41 | 615 |
| FY 2027 | 41 | 656 |
| FY 2028 | 41 | 697 |

2. Application of section 14.6.7 of the body of this Agreement 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. PROCESS AND PARAMETERS FOR INITIALLY CHOOSING A NON-FEDERAL RESOURCE

3.1 BPA obtains Transfer Service from Third Party Transmission Providers pursuant to OATT Network Integration Transmission Service. Additionally, BPA acquires firm transmission for all load service obligations incurred.

Therefore, BPA shall, on behalf of Lewis, pursue Network Resource designation, as defined in the FERC OATT for Lewis' non-federal resource. BPA shall provide all information the Third Party Transmission Provider requires to evaluate the Network Resource designation request. Lewis shall provide all relevant information BPA determines is required to submit an application for designation of the resource as a Network Resource per section 29 of the OATT, or its successor.

- 3.2 Lewis shall notify BPA of its intent and/or actions to acquire or purchase a non-federal resource at least one year prior to delivery. Such acquisition or purchase shall be for a period of no less than one year in duration.
- 3.3 If BPA's existing Transfer Service to Lewis is pursuant to a non-OATT contractual arrangement, then BPA shall pursue all reasonable arrangements, including but not limited to OATT service, sufficient to enable Lewis to utilize the non-federal resource to serve its load.
- 3.4 BPA shall not be liable to Lewis in the event that Network Resource designation cannot be obtained.
- 3.5 BPA shall only obtain or pay for Transfer Service for Lewis' non-federal resource if it is designated as a Network Resource under the Third Party Transmission Provider's OATT with a commitment of at least one year. The limitations in this principle 3 do not pertain to market purchases and the use of secondary network transmission, which are addressed below in principle 15.
4. Lewis shall provide BPA all information BPA determines is reasonably necessary to administer firm network transmission service over the Third Party Transmission Provider's system.
5. BPA shall pay only the capacity costs associated with transmission service to Lewis over transmission facilities of the Third Party Transmission Provider that either: (1) interconnect directly to Lewis' facilities or (2) interconnect to BPA transmission facilities which subsequently interconnect with Lewis' facilities. Lewis shall arrange for, and pay any costs associated with, the delivery of non-federal power to an interconnection point with the Third Party Transmission Provider, including obtaining and paying for firm transmission across all intervening transmission systems.
6. Lewis shall pay a portion of the costs of all Ancillary Services necessary to deliver any non-federal resource to serve its load. The Ancillary Service costs imposed by the Third Party Transmission Provider shall be apportioned between BPA and Lewis based on either:
 - (1) metered/scheduled quantities of the non-federal resource, expressed as a percentage of total load, multiplied by the total costs assessed BPA by the Third Party Transmission Provider; or

(2) actual charges assessed by the Third Party Transmission Provider.

However, BPA shall treat the cost of load regulation service consistent with the load regulation service cost as described in section 14.6.1(1) of the body of this Agreement. BPA shall be responsible for the cost of generation supplied reactive power, and Lewis shall be responsible for any generation imbalance costs, if any, related to Lewis' non-federal resource.

7. Lewis shall be responsible for the costs of all other transmission services for non-federal deliveries not included in principles 5 and 6 above, including, but not limited to: redispatch, congestion management costs, system and facility study costs associated with adding the non-federal generation as a Network Resource, direct assigned system upgrades, distribution and low-voltage charges, if applicable and real power losses.
8. Lewis shall be responsible for all costs of interconnecting generation to a transmission system.
9. Lewis shall be responsible for acquiring transmission services from BPA, including wheeling for non-federal resources. If Lewis does not require transmission services from BPA for wheeling non-federal resources, then Lewis shall be responsible for a pro rata share of the Third Party Transmission Provider transmission costs that BPA incurs to serve Lewis.
10. Lewis shall be responsible for all integration services to support its non-federal resources:
 - (1) in accordance with all requirements of the host Balancing Authority and/or Third Party Transmission Provider, and
 - (2) which are necessary for designation of the non-federal resource as a Network Resource.
11. As necessary, Lewis shall meet all resource metering requirements including compliance with BPA standards and any requirements of the generation host Balancing Authority and/or Third Party Transmission Provider.
12. The Parties shall cooperate to establish the protocols, procedures, data exchanges or other arrangements the Parties deem reasonably necessary to support the transmission of Lewis' non-federal resource.
13. Unless otherwise agreed, Lewis shall be responsible for managing any non-federal resource consistent with Exhibit F.
14. BPA shall have no obligation to pay for Transfer Service for non-federal power to serve any portion of Lewis' retail load that Lewis is obligated to serve with federal power pursuant to this Agreement.

- 15.** Once Lewis' non-federal resource has been designated as a Network Resource, BPA will not undesignate Lewis' Network Resource for marketing purposes. Also, once such Network Resource designation has been made, Lewis may make market purchases to displace the Network Resource, which BPA shall schedule on secondary network service, provided that:
- (1) such market purchases are at least one day in duration;
 - (2) the megawatt amount of the market purchase does not exceed the amount of the designated Network Resource that Lewis would have scheduled to its load;
 - (3) such market purchases are only scheduled in preschedule consistent with section 4.1 of Exhibit F;
 - (4) Lewis does not, under any circumstances, remarket its designated 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;
 - (5) Lewis is responsible for any additional energy imbalance, redispatch, and/or UAI charges that result from a transmission curtailment that impacts the resulting secondary network schedule; and
 - (6) any RSS products that Lewis has purchased from BPA are not applied to the market purchase(s).
- 16.** These principles will be the basis for a separate agreement BPA shall offer to Lewis to support the Transfer Service of Lewis' non-federal resource. BPA shall include terms specific to a particular non-federal resource in exhibits to the separate agreement, with a separate exhibit for each non-federal resource. Lewis is under no obligation to accept this separate agreement or the exhibit for the particular non-federal resource and BPA is not bound to acquire or pay for Transfer Service for non-federal resources if Lewis does not accept the separate agreement or the exhibit for the particular non-federal resource.
- 17.** BPA shall recover the costs associated with any agreements with Lewis reached under these principles pursuant to BPA's Wholesale Power Rate Schedules and GRSPs.

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Exhibit H
RENEWABLE ENERGY CERTIFICATES AND CARBON ATTRIBUTES

1. DEFINITIONS

- 1.1 “Carbon Credit” means an Environmental Attribute consisting of greenhouse gas emission credits, certificates, or similar instruments.
- 1.2 “Environmental Attributes” means the current or future credits, benefits, emission reductions, offsets and allowances 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.
- 1.3 “Environmentally Preferred Power RECS” or “EPP RECs” means the portion of BPA’s Tier 1 RECs that is equal to an amount of up to 130 percent of the annual average of equivalent environmentally preferred power (EPP) contracted for as of October 1, 2009, for FYs 2010 and 2011 under Subscription power sales contracts containing rights to Environmental Attributes through FY 2016, as determined by BPA to be necessary to administer such rights.
- 1.4 “Renewable Energy Certificates” or “RECs” means the certificates, documentation, or other evidence that demonstrates, in the tracking system selected under section 5 of this exhibit, the ownership of Environmental Attributes.
- 1.5 “Tier 1 RECs” means the RECs composed of a blend, by fuel source, based on annual generation of the resources listed in or pursuant to section 2 of this exhibit.
- 1.6 “Tier 2 RECs” means the RECs associated with generation of the resources whose costs are allocated to a given Tier 2 Cost Pool in accordance with the TRM.

2. BPA’S TIER 1 REC INVENTORY

BPA’s Tier 1 REC inventory shall include all RECs that BPA has determined are associated with resources whose output is used to establish Tier 1 System Capability, as Tier 1 System Capability is defined in the TRM. The disposition of any Carbon Credits that BPA determines are associated with resources listed in, or in accordance with, this section 2 shall be as described in section 3 of this exhibit. The disposition of any Carbon Credits that BPA determines are associated with resources not listed in, or in accordance with, this section 2 shall be consistent with section 7 of this exhibit. As of the Effective Date, BPA has determined that the following resources have RECs associated with them that will be included in the Tier 1 REC inventory: Foote Creek I, Foote Creek II, Stateline, Condon, Klondike I, Klondike III, and Ashland Solar. BPA shall maintain this list on a publicly accessible BPA website and shall periodically update this list to include any then-

current resources that BPA has determined have Tier 1 RECs associated with them. BPA shall calculate its inventory of Tier 1 RECs annually and after the fact based on energy generated by listed resources during the previous calendar year.

3. LEWIS' SHARE OF TIER 1 RECS

Beginning April 15, 2012, and by April 15 every year thereafter over the term of this Agreement, BPA shall:

- (1) transfer to Lewis, or manage in accordance with section 5 of this exhibit, at no additional charge or premium beyond Lewis' payment of the otherwise applicable Tier 1 Rate, a pro rata share of Tier 1 RECs based on Lewis' RHWM divided by the total RHWMs of all holders of CHWM Contracts; and
- (2) for transferred RECs, provide Lewis with a letter assigning title of such Tier 1 RECs to Lewis.

The amount of Tier 1 RECs available to BPA to transfer or manage shall be subject to available Tier 1 REC inventory, excluding amounts of Tier 1 REC inventory used to provide EPP RECs.

4. TIER 2 RECS

If Lewis chooses to purchase Firm Requirements Power at a Tier 2 Rate, and there are RECs which BPA has determined are associated with the resources whose costs are allocated to the Tier 2 Cost Pool for such rate, then beginning April 15 of the year immediately following the first Fiscal Year in which Lewis' Tier 2 purchase obligation commences, and by April 15 every year thereafter for the duration of Lewis' Tier 2 purchase obligation, BPA shall, based on Lewis' election pursuant to section 5 of this exhibit, transfer to or manage for Lewis a pro rata share of applicable Tier 2 RECs generated during the previous calendar year. The pro rata share of Tier 2 RECs BPA transfers to Lewis shall be the ratio of Lewis' amount of power purchased at the applicable Tier 2 Rate to the total amount of purchases under that Tier 2 Rate.

5. TRANSFER, TRACKING, AND MANAGEMENT OF RECS

Subject to BPA's determination that the commercial renewable energy tracking system WREGIS is adequate as a tracking system, BPA shall transfer Lewis' share of Tier 1 RECs, and Tier 2 RECs if applicable, to Lewis via WREGIS or its successor. If, during the term of this Agreement, BPA determines in consultation with customers that WREGIS is not adequate as a tracking system, then BPA may change commercial tracking systems with one year advance notice to Lewis. In such case, the Parties shall establish a comparable process for BPA to provide Lewis its RECs.

Starting on July 15, 2011, and by July 15 prior to each Rate Period through the term of this Agreement, Lewis shall notify BPA which one of the following three options it chooses for the transfer and management of Lewis' share of Tier 1 RECs, and Tier 2 RECs if applicable, for each upcoming Rate Period:

- (1) BPA shall transfer Lewis' RECs into Lewis' own WREGIS account, which shall be established by Lewis; or
- (2) BPA shall transfer Lewis' RECs into a BPA-managed WREGIS subaccount. Such subaccount shall be established by BPA on Lewis' behalf and the terms and conditions of which shall be determined by the Parties in a separate agreement; or
- (3) Lewis shall give BPA the authority to market Lewis' RECs on Lewis' behalf. BPA shall annually credit Lewis for Lewis' pro rata share of all revenues generated by sales of RECs from the same rate pool on its April bill, issued in May.

If Lewis fails to notify BPA of its election by July 15 before the start of each Rate Period, then Lewis shall be deemed to have elected the option in section 5(3) of this exhibit.

Any RECs BPA transfers to Lewis on April 15 of each year shall be limited to those generated January 1 through December 31 of the prior year, except that any RECs BPA transfers to Lewis by April 15, 2012, shall be limited to those generated October 1, 2011, through December 31, 2011.

6. FEES

BPA shall pay any reasonable fees associated with: (1) the provision of Lewis' RECs and (2) the establishment of any subaccounts in Lewis' name pursuant to sections 5(1) and 5(2) of this exhibit. Lewis shall pay all other fees associated with any WREGIS or successor commercial tracking system, including WREGIS retirement, reserve, and export fees.

7. CARBON CREDITS

In the absence of carbon regulations or legislation directly affecting BPA, BPA intends to convey the value of any future Carbon Credits associated with resources whose costs are recovered in Tier 1 or Tier 2 Rates to Lewis on a pro rata basis in the same manner as described for Tier 1 RECs and Tier 2 RECs in sections 3 and 4 of this exhibit. This value may be conveyed as: (1) the Carbon Credits themselves; (2) a revenue credit after BPA markets such Carbon Credits; or (3) the ability to claim that power purchases at the applicable PF rate are derived from certain federal resources.

8. BPA'S RIGHT TO TERMINATE LEWIS' RECS AND/OR CARBON CREDITS

To the extent necessary to comply with any federal regulation or legislation which addresses Carbon Credits or any other form of Environmental Attribute(s) and includes compliance costs applicable to BPA, BPA may, upon reasonable notice to Lewis, terminate Lewis' contract rights to Tier 1 RECs under section 3 of this exhibit and/or Lewis' pro rata share of Carbon Credits under section 7 of this exhibit.

9. RATEMAKING TREATMENT

Notwithstanding the transfer, sharing, management, conveyance, marketing or crediting of RECs and Carbon Credits, or the value of any or all of them, pursuant to this Exhibit H, BPA reserves any ratemaking authority it otherwise possesses to determine and factor in a share of the value and/or cost of any or all of the RECs and Carbon Credits for the purpose of: (1) determining applicable wholesale rates pursuant to section 7(c)(2) of the Northwest Power Act; and (2) establishing the rate(s) applicable to BPA sales pursuant to section 5(c) of the Northwest Power Act in a manner that BPA determines provides an appropriate sharing of the benefits and/or costs of the federal system and comparably reflects treatment of RECs and Carbon Credits in the calculation of a utility's average system cost of resources. BPA further reserves its ratemaking authority to recover any costs resulting from such ratemaking actions through rates, including rates applicable to Lewis. This paragraph does not constitute Lewis' agreement to statutory ratemaking authority BPA does not otherwise have.

10. REVISIONS

BPA shall revise this Exhibit H to reflect BPA's determinations relevant to this exhibit and made in accordance with this Agreement. Any other revisions to this Exhibit H shall be by mutual agreement.

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**Exhibit I
CRITICAL SLICE AMOUNTS**

1. ESTABLISHING ADJUSTED ANNUAL RHWMTier 1 SYSTEM CAPABILITY

No later than 90 days prior to the start of each Fiscal Year, beginning with FY 2012, BPA shall determine the annual and monthly Average Megawatt and MWh amounts of Adjusted Annual RHWMTier 1 System Capability for the upcoming Fiscal Year.

Such Adjusted Annual RHWMTier 1 System Capability amounts shall be determined by adjusting the Fiscal Year amounts used to calculate the RHWMTier 1 System Capability for known and determinable events that have occurred since the most recently concluded RHWMTier 1 System Process, such as changes in the availability or performance of Tier 1 System Resources, changes in Tier 1 System Obligations or the requirements of an applicable biological opinion, and which events: (1) would have caused BPA to use different assumptions in determining the RHWMTier 1 System Capability had such events been known before the RHWMTier 1 System Process; (2) will result in the Adjusted Annual RHWMTier 1 System Capability differing materially from the applicable annual RHWMTier 1 System Capability; and (3) will be reflected in BPA's operation of the FCRPS during the applicable Fiscal Year. The monthly Average Megawatt amounts of Adjusted Annual RHWMTier 1 System Capability so determined shall be specified in the applicable rows of the table below for each Fiscal Year. The monthly Adjusted Annual RHWMTier 1 System Capability expressed in megawatt-hours will be the product of the monthly Adjusted Annual RHWMTier 1 System Capability in Average Megawatts multiplied by the number of hours in the month, and will be specified in the applicable rows of the table below for each Fiscal Year.

| Adjusted Annual RHWMTier 1 System Capability | | | | | | | | | | | | | |
|---|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-----------------------|
| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | annual aMW |
| Fiscal Year 2012 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Fiscal Year 2013 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Fiscal Year 2014 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Fiscal Year 2015 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Fiscal Year 2016 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2017 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |

| Adjusted Annual RHWMTier 1 System Capability | | | | | | | | | | | | | |
|---|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-----------------------|
| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | annual aMW |
| Fiscal Year 2018 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Fiscal Year 2019 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Fiscal Year 2020 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Fiscal Year 2021 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Fiscal Year 2022 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Fiscal Year 2023 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Fiscal Year 2024 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Fiscal Year 2025 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Fiscal Year 2026 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Fiscal Year 2027 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Fiscal Year 2028 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |

Note: Fill in the table above with megawatt-hour values rounded to a whole number, and average megawatt values rounded to three decimal places.

2. ESTABLISHING CRITICAL SLICE AMOUNTS

By September 15, 2011, and by each September 15 thereafter, BPA shall determine Lewis' Critical Slice Amounts by multiplying the monthly average megawatt amounts of Adjusted Annual RHWMTier 1 System Capability set forth in the table in section 1 for each Fiscal Year by Lewis' Slice Percentage applicable to each such Fiscal Year stated in section 2 of Exhibit K. The Critical Slice Amounts so determined will be specified in the applicable row of the table below for each Fiscal Year. The monthly Critical Slice Amounts, expressed as megawatt-hours, shall be the product of the monthly Critical Slice Amounts in Average Megawatts multiplied by the number of hours in the applicable month, and will be specified in the applicable row of the table below for each Fiscal Year.

Annual Critical Slice Amount

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | annual aMW |
|-------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|---------------|
| Fiscal Year 2012 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Fiscal Year 2013 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Fiscal Year 2014 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Fiscal Year 2015 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Fiscal Year 2016 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2017 | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Peak (MW) | | | | | | | | | | | | | |
| Fiscal Year 2018 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Fiscal Year 2019 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Fiscal Year 2020 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Fiscal Year 2021 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Fiscal Year 2022 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Fiscal Year 2023 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Fiscal Year 2024 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Fiscal Year 2025 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Fiscal Year 2026 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |
| Fiscal Year 2027 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |

| Annual Critical Slice Amount | | | | | | | | | | | | | |
|------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|---------------|
| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | annual aMW |
| Fiscal Year 2028 | | | | | | | | | | | | | |
| Energy (aMW) | | | | | | | | | | | | | |
| Energy (MWh) | | | | | | | | | | | | | |

Note: Fill in the table above with megawatt-hour values rounded to a whole number, and average megawatt values rounded to three decimal places.

3. REVISIONS

By September 15, 2011, and by each September 15 thereafter, BPA shall provide Lewis a revised Exhibit I reflecting the annual and monthly Adjusted Annual RHWM Tier 1 System Capability and Critical Slice Amounts for the upcoming Fiscal Year determined in accordance with this Exhibit I, and a written summary stating any changes to the assumptions used by BPA to determine the RHWM Tier 1 System Capability for such Fiscal Year, the reasons for such change and the resulting impacts to the RHWM Tier 1 System Capability. Other changes shall be by mutual agreement of the Parties.

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Exhibit J

PRELIMINARY SLICE PERCENTAGE AND INITIAL SLICE PERCENTAGE

1. PRELIMINARY SLICE PERCENTAGE

Lewis' Preliminary Slice Percentage is as specified below:

Preliminary Slice Percentage = 0.95935%, or 0.0095935 as a decimal value.

2. INITIAL SLICE PERCENTAGE

Lewis' Initial Slice Percentage shall be determined in accordance with section 4 of Exhibit Q. Promptly following such determination, BPA shall enter Lewis' Initial Slice Percentage below:

Initial Slice Percentage = xx.xxxxx%, or 0.xxxxxxx as a decimal value.

3. REVISIONS

No later than May 1, 2011, BPA shall revise section 2 of this Exhibit J to enter Lewis' Initial Slice Percentage.

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Exhibit K
ANNUAL DETERMINATION OF SLICE PERCENTAGE

1. ANNUAL SLICE PERCENTAGE DETERMINATION PROCESS

1.1 Definitions

The following definitions apply only to this exhibit.

1.1.1 “Slice Percentage Adjustment Ratio” or “SPAR” means, for a given Fiscal Year, the ratio that is determined by dividing: (1) the Initial CHWM by (2) the sum of the Initial CHWM and the Additional CHWM for such Fiscal Year. The SPAR shall be expressed as a five-digit decimal number and entered into the table in section 1.2 below.

1.1.2 “Tier 1 Purchase Amount” means the lesser of Lewis’ Annual Net Requirement or Lewis’ RHWM.

1.2 Establishing SPAR Amounts

No later than 15 days prior to the first day of each Fiscal Year, beginning with FY 2012, BPA shall compute the SPAR for such Fiscal Year and enter it into the table below.

| Fiscal Year | Slice Percentage Adjustment Ratio |
|--------------------|--|
| FY 2012 | x.xxxxx |
| FY 2013 | x.xxxxx |
| FY 2014 | x.xxxxx |
| FY 2015 | x.xxxxx |
| FY 2016 | x.xxxxx |
| FY 2017 | x.xxxxx |
| FY 2018 | x.xxxxx |
| FY 2019 | x.xxxxx |
| FY 2020 | x.xxxxx |
| FY 2021 | x.xxxxx |
| FY 2022 | x.xxxxx |
| FY 2023 | x.xxxxx |
| FY 2024 | x.xxxxx |
| FY 2025 | x.xxxxx |
| FY 2026 | x.xxxxx |
| FY 2027 | x.xxxxx |
| FY 2028 | x.xxxxx |

1.3 Determination of Slice Percentage

By September 15, 2011, and by each September 15 thereafter, BPA shall determine Lewis’ Slice Percentage by adjusting Lewis’ Initial Slice Percentage, as set forth in section 2 of Exhibit J, using the procedure set forth below.

1.3.1 Annual Net Requirement Greater Than or Equal to the Product of AART1SC*ISP*SPAR

If Lewis' Annual Net Requirement is greater than or equal to the product of: (1) the Adjusted Annual RHWMTier 1 System Capability, (2) Lewis' Initial Slice Percentage, and (3) the SPAR, then Lewis' Slice Percentage shall be set equal to its Initial Slice Percentage multiplied by the SPAR.

1.3.2 Annual Net Requirement Less Than the Product of AART1SC*ISP*SPAR

If Lewis' Annual Net Requirement is less than the product of: (1) the Adjusted Annual RHWMTier 1 System Capability, (2) Lewis' Initial Slice Percentage, and (3) the SPAR, then Lewis' Slice Percentage shall be set equal to the ratio determined by dividing (A) the product of Lewis' Tier 1 Purchase Amount and the SPAR, by (B) the Adjusted Annual RHWMTier 1 System Capability.

2. SLICE PERCENTAGE

BPA shall enter Lewis' Slice Percentage calculated pursuant to section 1.3 of this exhibit into the table below as a percentage rounded to the fifth digit, and as a decimal value rounded to the seventh digit.

| Fiscal Year | Slice Percentage (decimal value) |
|--------------------|---|
| FY 2012 | xx.xxxxx % (0.xxxxxxx) |
| FY 2013 | xx.xxxxx % (0.xxxxxxx) |
| FY 2014 | xx.xxxxx % (0.xxxxxxx) |
| FY 2015 | xx.xxxxx % (0.xxxxxxx) |
| FY 2016 | xx.xxxxx % (0.xxxxxxx) |
| FY 2017 | xx.xxxxx % (0.xxxxxxx) |
| FY 2018 | xx.xxxxx % (0.xxxxxxx) |
| FY 2019 | xx.xxxxx % (0.xxxxxxx) |
| FY 2020 | xx.xxxxx % (0.xxxxxxx) |
| FY 2021 | xx.xxxxx % (0.xxxxxxx) |
| FY 2022 | xx.xxxxx % (0.xxxxxxx) |
| FY 2023 | xx.xxxxx % (0.xxxxxxx) |
| FY 2024 | xx.xxxxx % (0.xxxxxxx) |
| FY 2025 | xx.xxxxx % (0.xxxxxxx) |
| FY 2026 | xx.xxxxx % (0.xxxxxxx) |
| FY 2027 | xx.xxxxx % (0.xxxxxxx) |
| FY 2028 | xx.xxxxx % (0.xxxxxxx) |

3. REVISIONS

BPA shall revise the table in section 1.2 and the table in section 2 of this Exhibit K for each Fiscal Year in accordance with the terms of this Exhibit K. Other changes to this Exhibit K shall be by mutual agreement of the Parties.

**Exhibit L
RHWM AUGMENTATION**

1. RHWM AUGMENTATION AMOUNTS

The amounts of RHWM Augmentation applicable to each Fiscal Year of each Rate Period shall be entered into the table below no later than 60 days after the conclusion of the RHWM Process for each such Rate Period.

| Fiscal Year | RHWM Augmentation |
|--------------------|--------------------------|
| FY 2012 | xxx aMW |
| FY 2013 | xxx aMW |
| FY 2014 | xxx aMW |
| FY 2015 | xxx aMW |
| FY 2016 | xxx aMW |
| FY 2017 | xxx aMW |
| FY 2018 | xxx aMW |
| FY 2019 | xxx aMW |
| FY 2020 | xxx aMW |
| FY 2021 | xxx aMW |
| FY 2022 | xxx aMW |
| FY 2023 | xxx aMW |
| FY 2024 | xxx aMW |
| FY 2025 | xxx aMW |
| FY 2026 | xxx aMW |
| FY 2027 | xxx aMW |
| FY 2028 | xxx aMW |

2. MODELING OF RHWM AUGMENTATION IN THE SLICE COMPUTER APPLICATION

The amounts of RHWM Augmentation listed in section 1 of this exhibit will be a component of the BOS Base amount as determined by the BOS Module pursuant to section 4.4.1 of Exhibit M, and shall be made available to Lewis in a Flat Annual Shape for the applicable Fiscal Year.

3. REVISIONS

This Exhibit L shall be revised by BPA in accordance with its terms and such revision provided to Lewis not later than 60 days after the conclusion of each RHWM Process.

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Exhibit M
SLICE COMPUTER APPLICATION

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1. SLICE COMPUTER APPLICATION – GENERAL DESCRIPTION

The Slice Computer Application is a proprietary BPA computer application developed and maintained by BPA in consultation with Lewis and other SIG members. The Slice Computer Application consists of the Slice Water Routing Simulator, the Balance of System Module, the Default User Interface, and other related processes used for scheduling, tagging, and accounting of Slice Output and communication of information, all as described below.

The Slice Computer Application is used to determine Lewis' hourly Slice Output Energy amounts that will be made available by Power Services for delivery to Lewis. The total amount of Slice Output Energy to be scheduled each hour is comprised of the results of the Simulator and the BOS Module, as set forth in section 7 of this exhibit.

In the event Exhibit O is implemented pursuant to section 5.10.3.2 of the body of this Agreement, only sections 3.5, 5, 8, and 9 of this Exhibit M shall be in effect as long as Exhibit O remains in effect.

2. DEFINITIONS

The following definitions apply only to this Exhibit M.

- 2.1 “Algorithm Tuning Parameters” means factors, coefficients, or variables that are embedded within Simulator algorithms or formulas and are adjusted by Power Services as needed to appropriately implement provisions of this Agreement.
- 2.2 “Bypass Spill” means Spill that occurs at a hydroelectric project associated with lock operations, leakage and fish bypass systems.
- 2.3 “Forced Spill” means Spill other than Bypass Spill, Elective Spill, or Fish Spill that occurs at a hydroelectric project and is unavoidable in order to operate the project within applicable Operating Constraints.
- 2.4 “Incremental Side Flows” means the portion of a hydroelectric project’s natural inflow that enters the river on which the project is located between that project and the next-upstream project.
- 2.5 “Logic Control Parameters” means flags or toggles that are embedded within the Slice Computer Application logic and are set by Power Services as needed to appropriately implement provisions of this Agreement.
- 2.6 “Simulator Initialization Time” means the date and time that represents the beginning of the first one-hour period of the Simulator Modeling Period.
- 2.7 “Simulator Modeling Period” means the variable time period represented by the Simulator output, including between 41 and 48 one-hour time periods and an additional 22 to 24 eight-hour time periods, as described in section 3.1.2 of this exhibit.

3. SLICE WATER ROUTING SIMULATOR

3.1 General Description

The Simulator is designed to determine Lewis’ potential range of available Simulated Output Energy Schedules and Delivery Limits associated with the Simulator Projects. Lewis shall utilize the Simulator to simulate the routing of available stream flow through the Simulator Projects in compliance with established Simulator Parameters. Power Services is responsible for establishing and managing Simulator Parameters within the Simulator, pursuant to section 3.2 of this exhibit, and Lewis is responsible for establishing and managing Customer Inputs within the Simulator, pursuant to section 3.3 of this exhibit. Lewis shall use the Slice Computer Application to determine and make its requests for Slice Output Energy scheduled from Power Services.

- 3.1.1 The Simulator will be managed, updated and maintained by BPA. Lewis shall have access to the Simulator for the purpose of running various Simulated Operating Scenarios.

- 3.1.2 The Simulator shall be designed to produce Simulated Operating Scenarios in one-hour time periods for no less than 41 hours and no more than 48 hours, and additional eight-hour time periods for no less than 22 periods and no more than 24 periods, depending upon the Simulator Initialization Time.
- 3.1.2.1 The one-hour time periods shall begin with the hour that directly follows the Simulator Initialization Time and will continue for between 41 and 48 hours, ending with either Scheduling Hour 06, 14, or 22.
- 3.1.2.2 The eight-hour time periods shall include the three periods each day ending with Scheduling Hours 06, 14, and 22. The eight-hour time periods shall begin with the first eight-hour period following the one-hour time periods and shall continue for between 22 and 24 periods, ending with the eight-hour period that ends with Scheduling Hour 22.
- 3.1.3 The Simulator shall incorporate approximate hydraulic time lags between Simulator Projects.
- 3.1.4 The Simulator shall reflect the application of all Operating Constraints in effect for each Simulator Project, including compliance with Operating Constraints in effect at downstream projects.
- 3.1.5 The Simulator shall calculate simulated inflows to Grand Coulee based upon forecast (or measured when available) discharges from upstream projects plus forecast Incremental Side Flows between those projects and Grand Coulee, as adjusted for forecast Banks Lake irrigation pumping flows.
- 3.1.6 The Simulator shall compute the simulated Grand Coulee discharge, generation, and forebay elevation based on Lewis' Customer Inputs and shall use such computed discharge to establish Lewis' simulated Chief Joseph inflow, given appropriate time lags, and as adjusted for forecast Chief Joseph Incremental Side Flows.
- 3.1.7 The Simulator shall calculate simulated inflows to McNary based upon forecast (or measured when available) discharges from Priest Rapids and Ice Harbor after considering approximate hydraulic time lags between those projects and McNary, as adjusted for forecast McNary Incremental Side Flows. The Simulator shall also incorporate Lewis' Hydraulic Link Adjustment, pursuant to section 3.7 of this exhibit, into Lewis' simulated McNary inflow.
- 3.1.8 The Simulator shall compute the simulated McNary discharge, generation, and forebay elevation based on Lewis' Customer Inputs and shall use such computed discharge to establish Lewis' simulated

John Day inflow, given appropriate time lags, and as adjusted for forecast John Day Incremental Side Flows.

3.1.9 The Simulator will compute the simulated discharge, generation and forebay elevations for John Day, The Dalles and Bonneville, as well as simulated inflows into The Dalles and Bonneville for Lewis, in a like manner.

3.1.10 The Simulator will not be designed to accept aggregated Customer Inputs for the LCOL Complex or the Coulee-Chief Complex. Lewis may develop aggregated Customer Inputs for use in its in-house processes but must translate such aggregated Customer Inputs into individual Customer Inputs for each Simulator Project to enable the Slice Computer Application to validate Lewis' simulated operation of individual Simulator Projects against Operating Constraints.

3.2 **Simulator Parameters**

Power Services shall establish, monitor and update the Simulator Parameters, as specified in this section 3.2, applicable to each Simulator Project to reflect: (1) Operating Constraints in effect or to take effect at the actual Tier 1 System Resource, and (2) forecast system conditions used by BPA in the operation of the Tier 1 System Resources, for the entire Simulator Modeling Period. Power Services shall designate each Operating Constraint established as a Simulator Parameter as either an Absolute Operating Constraint, a Hard Operating Constraint, or a Soft Operating Constraint. The simulated operating capability available from the Simulator Projects as affected by the Simulator Parameters shall reasonably represent the actual operating capability available from the Tier 1 System Resources that comprise the Simulator Projects as affected by the associated Operating Constraints. To the maximum extent practicable, Power Services shall monitor the operating conditions that affect the Simulator Projects and shall revise the Simulator Parameters as necessary to reflect changes.

3.2.1 Power Services shall have the right to revise Simulator Parameters affecting each Scheduling Hour up to one hour prior to the beginning of each such Scheduling hour. For example, Power Services shall have the right to revise Simulator Parameters affecting Scheduling Hour 13 up until 11:00 a.m.

3.2.2 The Simulator Parameters shall include:

- (1) Hourly regulated inflows (Grand Coulee and McNary only);
- (2) Hourly Incremental Side Flows;
- (3) Initial forebay elevations;
- (4) Water to energy conversion factors (H/Ks);

- (5) Content to elevation conversion tables;
- (6) Project turbine capacities;
- (7) Spill limitations and requirements, including Bypass Spill quantities;
- (8) Generation limitations and requirements;
- (9) Discharge limitations and requirements as needed to meet both discharge and tailwater elevation requirements;
- (10) Forebay limitations and requirements;
- (11) System wide requirements that affect the Simulator Projects (e.g. Vernita Bar, chum spawning, or Operating Reserves);
- (12) Algorithm Tuning Parameters;
- (13) Logic Control Parameters that affect the Simulator Projects (e.g. CGS Displacement election, PSB enforcement flag, etc.); and,
- (14) Simulator Parameters as implemented pursuant to section 5.12 of the body of this Agreement and included in the specification manual described in section 3.5.1 of this exhibit.

3.3 Lewis' Customer Inputs and Use of the Simulator

Lewis shall be responsible for accessing the Simulator and submitting at least one Customer Input for each of the Simulator Projects for each one-hour and eight-hour time period for the entire Simulator Modeling Period. Lewis is required to submit Customer Inputs to the Simulator separately from all other Slice Customers' Customer Inputs.

3.3.1 Customer Inputs shall include:

- (1) Generation requests;
- (2) Elevation requests;
- (3) Discharge requests; and,
- (4) Customer Inputs as implemented pursuant to section 5.12 of the body of this Agreement and included in the specification manual described in section 3.5.1 of this exhibit.

3.3.2 Customer Inputs shall be stated in terms of whole project capability rather than Lewis' Slice Percentage of project capability.

- 3.3.3 The Simulator shall include criteria for prioritizing Customer Inputs among generation, elevation, and discharge requests. Using these criteria, Lewis may specify, in its Customer Inputs, the relative priority of its generation, elevation, or discharge requests, which shall be used by the Simulator to produce a Simulated Operating Scenario in accordance with applicable Simulator Parameters.
- 3.3.4 Upon submission to Power Services, the Simulator shall process Lewis' Customer Inputs to determine a Simulated Operating Scenario. The simulated generation values resulting from each Simulated Operating Scenario shall represent Lewis' potential Simulated Output Energy Schedules. Simulated Output Energy Schedules are not considered schedules for power delivery.
- 3.3.5 For each Simulated Operating Scenario the Slice Computer Application will provide Lewis with a report stating for each Simulator Project: (1) the resulting simulated generation, discharge and elevation values, (2) which, if any, Absolute or Hard Operating Constraints limited the Simulated Operating Scenario, and (3) which, if any, Absolute or Hard Operating Constraints were violated.
- 3.3.6 If Lewis submits Customer Inputs for a Simulated Operating Scenario that would otherwise result in violations of one or more Absolute or Hard Operating Constraints, the Simulator shall, to the extent possible, establish a Simulated Operating Scenario that conforms to the Absolute or Hard Operating Constraints. In such event, Lewis shall make the election to either cancel the submission of its Customer Inputs or accept the results of the Simulated Operating Scenario.
- 3.3.7 Lewis shall have the right to modify and submit to Power Services its Customer Inputs for each Scheduling Hour within the scheduling deadline established in section 4.1 of Exhibit F. As of the scheduling deadline prior to each Scheduling Hour, the Simulator shall process the Customer Inputs last submitted by Lewis to determine Lewis' final Simulated Operating Scenario and associated final Slice Output Energy Schedules, which shall be the basis of Lewis' Delivery Request, as described in section 7 of this exhibit, for each such Scheduling Hour.
- 3.3.8 At least once per day, Lewis shall be required to produce a Simulated Operating Scenario that demonstrates all Simulator Projects are in compliance with all applicable Operating Constraints for the duration of the Simulator Modeling Period.
- 3.3.9 Power Services shall provide Lewis with access, via the Slice Computer Application, to a test version of the Simulator that can be used for scenario testing. In this test version Lewis shall have the ability to modify Simulator Parameters.

3.4 Simulator Output

Based on the Simulator Parameters and Customer Inputs in effect, the Simulator shall produce the following results for each one-hour and eight-hour time period for the entire Simulator Modeling Period:

- 3.4.1 Lewis' potential Simulated Output Energy Schedules (simulated generation), simulated discharge, and simulated forebay elevation associated with each Simulator Project.
- 3.4.2 A list of Customer Inputs that resulted in violation of Operating Constraints within the Simulated Operating Scenario, pursuant to section 3.3.6 of this exhibit, or that were not achieved by the Simulator, for each Simulator Project.
- 3.4.3 A list of Operating Constraints that were violated within Lewis' simulated operation for each Simulator Project.
- 3.4.4 An explanation for each occurrence listed pursuant to sections 3.4.2 and 3.4.3 of this exhibit.
- 3.4.5 Lewis' Hydraulic Link Adjustment amounts as established pursuant to section 3.7 of this exhibit.

3.5 Simulator Documentation, Performance Test, and Accuracy

3.5.1 Simulator Documentation

Power Services, with Lewis' input, shall develop a manual with specifications describing the Simulator computations, processes and algorithms in sufficient detail to permit Lewis to understand and verify the Simulator computations and accuracy of the Simulator outputs. The Simulator specification manual shall include, but shall not be limited to, the following:

- (1) A documented list of data points, including the source systems of record, such as BPA's internal modeling tools or stream flow forecasting databases, that are accessed and used to determine Simulator Parameters;
- (2) Full documentation, excluding computer code, of the processes by which the Simulator computes and produces output values;
- (3) Full documentation, excluding computer code, of the Simulator functions available to Lewis, including access and controls of the Simulator; and
- (4) Full documentation of the data output/display processes and communication protocols associated with Lewis' computer systems.

3.5.2 If requested, Power Services may provide Lewis assistance in developing an operational manual to explain how the Simulator is to be operated by Lewis. After a reasonable period of time (as determined by Power Services) following the SCA Implementation Date, Power Services may charge Lewis for any such assistance Power Services provides.

3.5.3 Simulator Performance Test

Power Services shall conduct the Simulator Performance Test specified in this section 3.5.3 of this exhibit, and as required pursuant to section 5.10.4 of the body of this Agreement and section 3.5.4.2 of this exhibit.

3.5.3.1 Storage Content Test

Using actual stream flows (including calculated Incremental Side Flows), operating constraints, initial monthly Simulator Project forebay elevations, and Simulator Project discharges for the months of January through September 2010, as input parameters, Power Services shall produce Simulated Operating Scenarios for each month of that period. Power Services shall compute the hourly Storage Content difference for each Simulator Project as the difference between the simulated Storage Content and the actual Storage Content for each such Simulator Project for each hour of the test period. For each month of the test period, a Simulator Project will have passed the Storage Content test if: (1) the hourly Storage Content difference is greater than the Storage Content value contained in column A of the table below on no more than 4 percent of the hours in the month; and, (2) no hourly Storage Content difference during the month is greater than the lesser of (i) the Storage Content value contained in column B of the table below or (ii) one-half of the applicable monthly available Storage Content. If a Simulator Project fails either of these tests for a month, then such Simulator Project will have failed the Storage Content test for such month.

| Simulator Project | Column A | Column B |
|--------------------------|-----------------|-----------------|
| Grand Coulee | 5 ksf | 15 ksf |
| Chief Joseph | 5 ksf | 11.5 ksf |
| McNary | 5 ksf | 15 ksf |
| John Day | 5 ksf | 15 ksf |
| The Dalles | 5 ksf | 12.5 ksf |
| Bonneville | 5 ksf | 15 ksf |

The overall Storage Content test will be deemed to have failed if one or more of the following occurs:

- (1) Grand Coulee fails the test in one or more of the nine months;
- (2) More than 25 percent of the 54 monthly tests fail;
- (3) Four or more Simulator Projects fail the test in any single month; or
- (4) Any of the Simulator Projects fail the test in all 9 months.

3.5.3.2 **Energy Test**

Using actual stream flows (including calculated Incremental Side Flows), operating constraints, initial monthly Simulator Project forebay elevations, Simulator Project discharge values, and Simulator Project H/Ks for the months of January through September 2010, as input parameters, Power Services shall produce Simulated Operating Scenarios for each month of that period. Power Services shall compute the daily and monthly differences between the simulated generation and actual generation for each Simulator Project. For each month of the test period, a Simulator Project will have passed the energy test if: (1) for each day of the month the daily generation difference is no greater than 5 percent of the associated Simulator Project's actual daily generation; and, (2) the monthly generation difference is no greater than 3 percent of the associated Simulator Project's actual monthly generation. The overall energy test will be deemed to have failed if one or more of the following occurs:

- (1) Grand Coulee fails the test in one or more of the 9 months;
- (2) More than 25 percent of the 54 monthly tests fail;
- (3) Four or more Simulator Projects fail the monthly test in any single month; or
- (4) Any of the Simulator Projects fail the test in all 9 months.

3.5.3.3 **Peaking Test**

Power Services shall produce a separate Simulated Operating Scenario as specified below, for the hottest consecutive 3-day period and the coldest consecutive 3-day period that occurred during the period January through September 2010.

The 3-day test periods shall be determined by Power Services based on the weighted-average temperatures for three major

load centers: Portland, Seattle, and Spokane. The weighted-average temperatures for these load centers will be determined as follows:

- (1) Each city's daily maximum and daily minimum temperature will be averaged;
- (2) The resulting day-average temperature from each city will be weighted by applying load center percentage weightings, which will be determined by Power Services and will sum to 100 percent for the three cities; and
- (3) The resulting weighted day-average temperatures for each city will then be combined to determine each day's weighted-average load center temperature.

The daily weighted-average load center temperatures will be averaged for each consecutive 3-day period for the January through September 2010 period. The lowest such average will establish the coldest 3-day period and the highest such average will establish the hottest 3-day period.

The Simulated Operating Scenarios will be developed using actual stream flows (including calculated Incremental Side Flows), operating constraints, and initial Simulator Project forebay elevations from the 3-day test periods as input parameters. Each Simulator Project's hourly generation request will be set equal to such Simulator Project's actual generation value from the representative test periods. Power Services will compare each of the Simulator Project's simulated hourly generation values to such Simulator Project's actual hourly generation values for each of the 6 peak hours on any of the test days. The 6 peak hours shall be established as the 6 hours with the largest combined actual Simulator Project generation each day. The peaking test will be deemed to have failed if either of the following occurs:

- (1) The Simulator Projects' combined simulated generation value deviates from the Simulator Projects' combined actual generation value by more than 200 aMW over the 6 peak hours on any of the test days; or
- (2) The Simulator Projects' combined simulated generation value deviates from the Simulator Projects' combined actual generation value by more than 400 MW on any of the 6 peak hours on any of the test days.

3.5.3.4 Ramp Down Test

Using actual stream flows (including calculated Incremental Side Flows), operating constraints, initial Simulator Project forebay elevations, and Simulator Project generation values from the dates specified below as input parameters, Power Services shall develop a separate Simulated Operating Scenario for each specified date. Power Services shall compute the difference between the simulated Grand Coulee generation change and the actual Grand Coulee generation change for each two consecutive hours between Scheduling Hour 20 and Scheduling Hour 02 for each study day. The ramp down test will be deemed to have failed if one or more of the following occurs:

- (1) The difference between the simulated and actual Grand Coulee generation change is greater than 300 MW on any two consecutive hours between Scheduling Hour 20 and Scheduling Hour 02, on any ramp down test date;
- (2) The average difference between the simulated and actual Grand Coulee generation change is greater than 100 MW for each two consecutive hours between Scheduling Hour 20 and Scheduling Hour 02 on any ramp down test date.
- (3) The ramp down test dates will be:
January 7-8 (Th-F) and 16-17 (Sa-Su), 2010,
February 4-5 (Th-F) and 24-25 (W-Th), 2010,
March 10-11 (W-Th) and 22-23 (M-Tu), 2010,
April 2-3 (F-Sa) and 19-20 (M-Tu), 2010,
May 6-7 (Th-F) and 27-28 (Th-F), 2010,
June 9-10 (W-Th) and 21-22 (M-Tu), 2010,
July 1-2 (Th-F) and 30-31 (F-Sa), 2010,
August 12-13 (Th-F) and 20-21 (F-Sa), 2010,
September 6-7 (M-Tu) and 16-17 (Th-F), 2010.

3.5.3.5 Changes to Simulator Performance Test Criteria

If the Simulator Performance Test fails, and after Power Services discusses the results of the test with Lewis, the Parties agree the test criteria is unreasonable, inappropriate, or unattainable, then the Parties may mutually agree to either deem the Simulator Performance Test as having passed, or alter the test criteria prior to conducting subsequent Simulator Performance Tests.

3.5.4 Simulator Accuracy

Lewis and Power Services acknowledge that model errors are inevitable. No cumulative accounting of model error impacts shall be required or established.

3.5.4.1 To minimize such errors Power Services shall ensure Simulator Parameters established for the Simulator reasonably reflect the expected values for forecasted inflows and Operating Constraints and that the Simulator reasonably represents the operational attributes of the Simulator Projects. Power Services shall develop a process to account and correct for differences between forecasted and measured inflows and H/K values reflected in the Simulator in an effort to minimize cumulative deviations. Lewis shall accept such inputs and corrections, and shall ensure that Customer Inputs established for the Simulator reasonably reflect Lewis' intended use of hourly scheduling flexibility within the established Delivery Limits.

3.5.4.2 As an ongoing check of the Simulator's accuracy, Power Services shall run a retrospective Simulator Performance Test as described in section 3.5.3 of this exhibit by October 31 of each calendar year during the term of this Agreement, beginning with calendar year 2012. The Simulator accuracy criteria for each Simulator Performance Test shall be set equal to actual Simulator accuracy associated with the preceding Simulator Performance Test results, unless the Parties agree otherwise through the SIG process. The specific study dates for each Simulator Performance Test shall be as agreed by the Parties. The test criteria for each Simulator Performance Test may be modified as agreed by the Parties. The results of each such test shall be made available to Lewis by November 15 of each calendar year. The frequency of such tests may be modified by agreement of the Parties through the SIG process.

3.5.4.3 If any annual Simulator Performance Test results are not within the accuracy criteria established pursuant to section 3.5.4.2 of this exhibit, Power Services, in consultation with Lewis and other members of the SIG, shall promptly implement modifications needed to bring the Simulator output in compliance with such accuracy criteria.

3.5.5 Documentation of Simulator Updates, Upgrades, or Replacements and Lewis' Required Actions

At least 30 days prior to Power Services implementing any updates, upgrades, or replacements to the Simulator, the Simulator specifications manual described in section 3.5.1 of this exhibit shall be revised by Power Services and distributed to Lewis' SIG

representative. Within such 30 day period Lewis shall test its systems and provide sufficient training to its staff to allow it to prudently manage the changes resulting from the updates, upgrades, or replacements.

3.6 Calculation and Application of the Calibrated Simulator Discharge

3.6.1 Power Services shall calculate Lewis' Calibrated Simulator Discharge for each Simulator Project by summing the following components for each hour.

- (1) The value produced by dividing Lewis' Simulated Output Energy Schedule by the actual H/K associated with each such Simulator Project. For Grand Coulee and Chief Joseph the actual H/K shall reflect the previous day average, whereas for all other Simulator Projects, the actual H/K shall reflect the previous hour. For Grand Coulee only, the actual H/K shall reflect an adjustment based on Lewis' SOA for Grand Coulee;
- (2) The actual Bypass Spill associated with each such Simulator Project;
- (3) The actual required Fish Spill associated with each such Simulator Project;
- (4) Lewis' simulated Elective Spill associated with each such Simulator Project; and,
- (5) Lewis' simulated Forced Spill associated with each such Simulator Project.

3.6.2 Lewis' Calibrated Simulator Discharge for each Simulator Project shall be used to establish Lewis' Storage Offset Account balances, as described in section 4 of Exhibit N.

3.7 Calculation and Application of the Hydraulic Link Adjustment

3.7.1 Lewis' Hydraulic Link Adjustment values shall be determined for the following periods of each day of this Agreement, beginning October 1, 2011.

- (1) The period including hours ending 2300 through 0600;
- (2) The period including hours ending 0700 through 1400; and
- (3) The period including hours ending 1500 through 2200.

3.7.2 Lewis' Hydraulic Link Adjustment values shall be equal to Lewis' average Chief Joseph Calibrated Simulator Discharge for each period

above, minus the average Chief Joseph measured discharge for the same period.

- 3.7.3 Lewis' Hydraulic Link Adjustment values shall be applied as an adjustment to Lewis' simulated inflow to McNary in an equivalent amount for each hour of the same period for the following day.

4. BALANCE OF SYSTEM MODULE

The BOS Module will include processes that compute: (1) the BOS Base amounts, (2) the BOS Flex amounts, (3) Lewis' BOS Deviation Return amounts, and (4) Lewis' Additional Energy amounts, all as specified below.

4.1 BOS Base Amount

Consistent with the following provisions, the BOS Base amount shall be determined by Power Services and provided to Lewis.

- 4.1.1 The BOS Base amount, for each hour, shall be equal to the sum of: (1) Power Services' latest planned or scheduled generation amounts associated with the BOS Complex projects, (2) the amount of Elective Spill Power Services implements on the BOS Complex projects, (3) the amount of RHWL Augmentation, as described in Exhibit L, and (4) the forecast amount of energy associated with Tier 1 System Obligations. Tier 1 System Obligations will be netted against or added to the BOS Complex generation as appropriate. Energy associated with RHWL Augmentation included in the BOS Base amount shall be applied in equal amounts each hour of each FY.
- 4.1.2 Lewis' hourly BOS Base schedules shall be equal to the hourly BOS Base amounts multiplied by Lewis' Slice Percentage.

4.2 BOS Flex Amount

Consistent with the following provisions, the BOS Flex amount shall be determined by Power Services and made available to Lewis on an as available basis.

- 4.2.1 The BOS Module will: (1) determine if there is sufficient flexibility to reshape the hourly generation associated with the Lower Snake Complex that is included in the BOS Base amount, and if so, (2) provide as output the resulting amount by which the BOS Base amount can be increased or decreased on any given hour. The BOS Module will specify the BOS Flex amounts that are available for preschedule as well as adjusted BOS Flex amounts that are available for real-time.
- 4.2.2 Such BOS Flex amounts shall reflect, in the judgment of Power Services, the amount by which the BOS Base amount can reasonably be reshaped using the within-day flexibility available in the Lower Snake Complex, taking into account the Operating Constraints and stream flow conditions.

- 4.2.3 Lewis shall determine its planned hourly use of the BOS Flex and submit to Power Services as part of the preschedule process, positive and negative hourly BOS Flex schedules that sum to zero for each day. A positive hourly BOS Flex schedule shall reflect an increase relative to the BOS Base amount and a negative hourly schedule shall reflect a decrease relative to the BOS Base amount.
- 4.2.4 In real-time, Lewis shall update its hourly BOS Flex schedules to comply with revised BOS Flex amounts. If a mid-day change to the BOS Flex amounts prohibits Lewis from scheduling its net day-total BOS Flex energy to equal zero, then Lewis shall adjust its BOS Flex schedules to bring its net day total BOS Flex schedule as close to zero as possible within the revised BOS Flex amounts. Lewis' BOS Deviation Account balance shall be adjusted to compensate for any non-zero day-total BOS Flex amount scheduled for any calendar day.
- 4.2.5 The BOS Flex available to Lewis shall be equal to the BOS Flex determined pursuant to this section 4.2 multiplied by Lewis' Slice Percentage.
- 4.2.6 If Lewis determines it has a significant risk of not meeting its firm load service at any time, Lewis may request that Power Services, as time permits and based on its professional judgment, assess the ability to modify the established BOS Flex amounts within applicable Operating Constraints. If Power Services alters such BOS Flex amounts, such updated values shall apply to all Slice Customers. Lewis acknowledges such assessment by Power Services may result in an increase, decrease or no change to any of the remaining hourly BOS Flex amounts.

4.3 BOS Deviation Return Amounts

The BOS Module will compute and establish Lewis' BOS Deviation Return amounts as established in section 4.4.1 of Exhibit N.

4.4 Additional Energy Amounts

The BOS Module will compute and establish Lewis' Additional Energy schedules pursuant to section 5.8 of the body of this Agreement.

4.5 Total BOS Amounts

Lewis' total BOS amount shall be equal to the sum of the following components, rounded to a whole number:

- (1) the BOS Base schedule as established pursuant to section 4.1 of this exhibit;
- (2) the BOS Flex schedule as established pursuant to section 4.2 of this exhibit;

- (3) the BOS Deviation Return amount described in section 4.3 of this exhibit; and,
- (4) the Additional Energy amount described in section 4.4 of this exhibit.

5. DEFAULT USER INTERFACE

Power Services shall develop and maintain a Default User Interface (DUI) for Lewis' use in interacting with the Slice Computer Application. Lewis may utilize the DUI as its primary interface or may use an interface it develops in-house. If Lewis' primary interface is not the DUI, then Lewis shall maintain back-up functionality through, and staff capability to operate, the DUI in the event Lewis' in-house interface is unavailable. The DUI shall include the functional capabilities listed below.

- (1) Provide Lewis access to the Simulator for submittal of Customer Inputs and to run Simulated Operating Scenarios.
- (2) Provide Lewis feedback and reports from the Simulator and BOS Module as set forth in sections 3.4 and 4.2.1 of this exhibit.
- (3) Provide Lewis input/output displays related to the Simulator and BOS Module.

6. SCA REPORTS

- 6.1 No later than 5 minutes following the end of each Scheduling Hour, the SCA shall provide Lewis a detailed report that specifies: (1) Lewis' Calibrated Simulator Discharges as specified in section 3.6 of this exhibit, (2) Lewis' SOA balances as specified in section 4 of Exhibit N, (3) Lewis' adjusted forebay elevations for the Simulator Projects as specified in section 4.3 of Exhibit N, and (4) the after-the-fact project data Lewis shall use to verify its hourly SOA balances.
- 6.2 Power Services shall make available to Lewis, via the Slice Computer Application, a report which shall present all changes to Simulator Parameters that have been made by Power Services between a user specified start date/time and end date/time. Power Services shall include brief, concise explanatory statements coincidental with significant Simulator Parameter changes.
- 6.3 Power Services shall make available to Lewis, via the Slice Computer Application, a report which shall present all Prudent Operating Decisions implemented by Power Services in the Simulator, between a user specified start date/time and end date/time. The report shall include the reason for imposing the Prudent Operating Decision and the manner in which Power Services incorporated the Prudent Operating Decision into the Simulator Parameters.

7. HOURLY DELIVERY REQUEST

Lewis' hourly Delivery Request for Slice Output Energy associated with any given Scheduling Hour shall be equal to the sum of the following components:

- (1) the sum of Lewis' final Simulated Output Energy Schedules established per section 3.3.7 of this exhibit for each of the Simulator Projects multiplied by Lewis' Slice Percentage, rounded to a whole number; and,
- (2) Lewis' total BOS amount, established pursuant to section 4.5 of this exhibit.

Lewis shall revise its hourly Delivery Requests for Slice Output Energy consistent with the requirements of section 3.4 of Exhibit F.

8. SCA TRIAL PERIODS

BPA shall facilitate four separate week-long SCA trial periods. During these trial periods, BPA shall maintain a test version of the SCA in a form as near to production status as possible, including the functionality for Lewis to submit Customer Inputs and run the Simulator to produce Simulated Operating Scenarios and final Simulated Operating Scenarios through the DUI and through the secure network protocols, and to receive results from the submittal processes. The selection of specific weeks for such trial periods will be coordinated through the SIG, but shall begin no later than April 1, 2011 and shall end no later than August 1, 2011. Results and feedback of the trial periods will be reported to the SIG at which time any suggestions for improving the SCA, the Simulator, or the processes necessary to support and maintain the SCA will be discussed and considered by the Parties.

9. REVISIONS

Revisions to this Exhibit M shall be by mutual agreement of the Parties.

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Exhibit N
SLICE IMPLEMENTATION PROCEDURES

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- 1. SLICE IMPLEMENTATION PROCEDURES – GENERAL DESCRIPTION**
The procedures established in this Exhibit N shall be used by BPA and Lewis in conjunction with Exhibit M to implement deliveries of energy sold to Lewis under the Slice Product.

In the event Exhibit O is implemented pursuant to section 5.10.3.2 of the body of this Agreement and provisions of this Exhibit N are in conflict with provisions of Exhibit O, provisions of Exhibit O shall prevail.

- 2. DEFINITIONS**
The following definitions apply only to this Exhibit N.

2.1 “Multiyear Hydroregulation Study” means a hydroregulation study that simulates the prospective monthly operation of the Tier 1 System, typically for a 12-month period, given a range of stream flow sequences.

2.2 “Slice Storage Account” or “SSA” means the account maintained by Power Services that records the sum of: (1) Lewis’ Grand Coulee Storage Offset Account balance, and (2) the product of Lewis’ Slice Percentage and the Grand Coulee actual Storage Content.

- 3. DATA PROVIDED BY POWER SERVICES**
In addition to information exchanged and provided through provisions of Exhibit M and in order to assist Lewis in managing and planning the use of its Slice Output, Power Services shall provide Lewis the following information.

3.1 Tier 1 System operational information as described in sections 7, 8 and 9 of this exhibit.

3.2 Lewis' SOA and BOS deviation account balances as described in section 4 of this exhibit.

4. STORAGE AND DEVIATION ACCOUNTING

As described below, Power Services shall determine and make available to Lewis separate storage deviation account balances (Storage Offset Accounts or SOA) for each Simulator Project. The Storage Offset Accounts shall use measured project discharges, H/K values, and forebay elevations as benchmarks. Power Services shall also determine and make available to Lewis an energy deviation account balance for the BOS Complex. The BOS Deviation Accounting benchmark shall be the Actual BOS Generation.

4.1 Lewis' Storage Offset Account balances shall be established for each Simulator Project each hour in terms of the cumulative difference, expressed in thousands of second-foot-days (ksfd), between Lewis' simulated project Storage Contents and actual project Storage Contents, based on the sum of the following components:

4.1.1 For each Simulator Project except Grand Coulee and McNary, Lewis' Calibrated Simulator Discharge, as described in section 3.6 of Exhibit M, from the next-upstream Simulator Project minus such next-upstream Simulator Project's measured discharge, after considering approximate time lags;

4.1.2 The measured discharge from each Simulator Project minus Lewis' Calibrated Simulator Discharge from such Simulator Project;

4.1.3 For McNary only, Lewis' Hydraulic Link Adjustment, as described in section 3.7 of Exhibit M, and;

4.1.4 Lewis' prior-hour SOA balance for each Simulator Project.

4.2 Power Services shall initialize Lewis' September 30, 2011, SOA balance for each Simulator Project at zero.

4.3 For purposes of initializing Lewis' official hourly simulated forebay elevations in the Simulator, Lewis' SOA balance for each Simulator Project shall be added to the associated project's actual Storage Content and the result shall be converted to an equivalent forebay elevation using content-to-elevation tables established for such project.

4.4 Lewis' BOS Deviation Account shall be equal to the cumulative difference, expressed in MWd, between Lewis' BOS Base amount for each Scheduling Hour and the product of the Actual BOS Generation and Lewis' Slice Percentage for each such hour. Lewis' BOS Deviation Account balance shall be adjusted based on the following procedures:

4.4.1 Any time the absolute value of Lewis' BOS Deviation Account balance, as of midnight the day prior to a day on which prescheduling occurs, is

greater than 2 MWd per Lewis' Slice Percentage (Slice Percentage * 2 * 100), Lewis shall schedule BOS Deviation Return energy each hour the following preschedule day in an amount equal to 1 MW per Lewis' Slice Percentage, rounded to a whole number. Such BOS Deviation Return energy shall be scheduled as positive or negative values, as appropriate to reduce Lewis' BOS Deviation Account balance toward zero.

4.4.2 On or before the 15th day of each month Power Services shall determine and provide to Lewis the results of an Actual BOS Generation calculation for the previous month that incorporates updated actual project generation and Tier 1 System Obligation values for each hour of such month. Based on the monthly Actual BOS Generation calculation, Power Services shall determine a monthly BOS deviation, expressed in MWd, relative to the hourly BOS Base amounts. On the 20th day of each month Power Services shall adjust Lewis' BOS Deviation Account balance by an amount equal to Lewis' Slice Percentage multiplied by the monthly BOS deviation associated with such previous month.

4.5 Lewis shall make all reasonable efforts to adjust its requests for deliveries of Slice Output Energy to reduce its SOA balances to zero by 2400 hours PPT on September 30, 2028, or the date of termination of this Agreement, whichever occurs earlier. Any balances in Lewis' SOAs as of the earlier of 2400 hours on September 30, 2028, or the date of termination of this Agreement shall be converted to energy amounts by multiplying such SOA balances by the associated federal downstream H/Ks. The resulting energy amounts shall be summed with Lewis' BOS Deviation Account balance as of the earlier of 2400 hours on September 30, 2028, or the date of termination of this Agreement. The resulting amount of energy, expressed in MWh, if positive, shall be delivered by Power Services to Lewis, or if negative, delivered by Lewis to Power Services, within the next 30 days after the termination of this Agreement.

5. OPERATING CONSTRAINT AND BOS FLEX VIOLATIONS

5.1 Operating Constraint Violations

The Simulator is designed such that Lewis' Simulated Operating Scenario maintains compliance with all Hard and Absolute Operating Constraints. However, Power Services and Lewis recognize there may be occasions where one or more Hard or Absolute Operating Constraints are violated within a Simulated Operating Scenario. In the event the Customer Inputs submitted by Lewis result in the violation of one or more Hard or Absolute Operating Constraints in a final Simulated Operating Scenario, as established per section 3.3.7 of Exhibit M, Power Services shall establish operating guidelines based upon its determination of how Power Services would operate the system under similar conditions, such as operating to a minimum flow constraint, that Lewis shall follow until such time as Lewis' final Simulated Operating Scenario is in compliance with all Operating Constraints. Power

Services may also, upon its determination that Lewis could have reasonably avoided such Operating Constraint violation, apply a penalty pursuant to section 5.1.4 of this exhibit for as long as such Hard or Absolute Operating Constraint is violated based upon Lewis' final Simulated Operating Scenarios.

- 5.1.1 Lewis shall be responsible for monitoring and anticipating potential Operating Constraint violations on a prospective basis and adjusting Customer Inputs as needed to maintain compliance.
- 5.1.2 Hourly Operating Constraint validations and violations associated with the Simulator Projects shall be based on Customer Inputs established by Lewis and submitted to Power Services within the Power Services real-time scheduling deadline pursuant to section 4.1 of Exhibit F.
- 5.1.3 Grand Coulee's Project Storage Bound validations, violations and resulting penalties shall be determined pursuant to section 6 of this exhibit.
- 5.1.4 Pursuant to the terms set forth in section 5 above, Power Services shall have the right to reduce Lewis' Delivery Request by up to 100% of Lewis' total Simulated Output Energy Schedule for the Lower Columbia Complex for lower Columbia Simulator Project violations, or the Coulee-Chief Complex for Grand Coulee or Chief Joesph Simulator Project violations, on any given hour, taking into account the extent to which BPA determines it would face consequences under similar conditions, subject to the following provisions:
 - 5.1.4.1 Only for hours in which Lewis' final Simulated Operating Scenarios are in violation of a Hard or Absolute Operating Constraint at one or more Simulator Projects;
 - 5.1.4.2 Only to the extent Power Services notifies Lewis of the reduction at least 60 minutes prior to the Scheduling Hour on which the reduction shall be applied;
 - 5.1.4.3 Only to the extent Lewis fails to remedy the Operating Constraint violation prior to the deadline established in section 4.1 of Exhibit F, and;
 - 5.1.4.4 Only for violations of Hard or Absolute Operating Constraints other than Grand Coulee's PSB.

5.2 **BOS Flex Violations**

Hourly Delivery Limit validations and violations associated with BOS Flex amounts shall be based on Lewis' BOS Flex schedules submitted to Power Services as of the deadline set forth in section 4.2 of Exhibit F. Lewis' BOS Flex schedules that exceed Lewis' Slice Percentage multiplied by positive

BOS Flex amounts shall be subject to the UAI Charge for energy and Lewis' BOS Flex schedules that are less than Lewis' Slice Percentage multiplied by negative BOS Flex amounts shall be forfeited.

6. GRAND COULEE PROJECT STORAGE BOUND (PSB) EXCEEDENCES

When Grand Coulee's upper or lower PSB is established as either a Soft or Hard Operating Constraint, Lewis' simulated Grand Coulee forebay elevation shall be validated against such Grand Coulee's PSB once each day. Such validations shall occur as of Scheduling Hour 05 for the upper PSB and Scheduling Hour 22 for the lower PSB. When Grand Coulee's upper or lower PSB is established as an Absolute Operating Constraint, no PSB validation will be necessary and the Simulator will not allow violations of Absolute Operating Constraints.

6.1 Determination of Grand Coulee PSB

Power Services shall estimate the upper and lower Grand Coulee PSB associated with each day of the following 3 months as part of each 3-month forecast submitted pursuant to section 8 of this exhibit, and shall update such Grand Coulee PSB as conditions change and as needed to reflect updated Operating Constraints. To determine Grand Coulee's PSBs, Power Services shall calculate the Storage Content associated with the Grand Coulee upper and lower ORCs as established by Operating Constraints in effect. Power Services shall apply a Storage Content difference between the upper and lower Grand Coulee PSB equivalent to at least ½-foot at all times except when Grand Coulee is required to fill to 1290.0 feet for verification of refill. Power Services may specify other conditions under which this ½-foot difference does not apply.

6.2 Application of the Grand Coulee PSB

Power Services shall designate each Grand Coulee PSB that does not represent an Absolute Operating Constraint as either a Hard Operating Constraint or a Soft Operating Constraint. Unless designated otherwise by Power Services, Grand Coulee PSB associated with date-specific required forebay elevations shall be designated as Hard Operating Constraints and Grand Coulee PSB associated with interpolated points in effect on days between such date-specific required forebay elevations shall be designated as Soft Operating Constraints. Lewis shall maintain its Slice Storage Account balance within the upper and lower Grand Coulee PSB that are designated as Hard Operating Constraints, or be subject to penalties as established in section 6.4 of this exhibit. Lewis' Slice Storage Account balance may exceed the upper or lower Grand Coulee PSB designated as Soft Operating Constraints without penalty. However, Lewis recognizes that maintaining an SSA that is not within the upper and lower Grand Coulee PSB increases Lewis' risk of violating the Grand Coulee PSB designated as Hard Operating Constraints and incurring the associated penalties.

6.3 Determination of Lewis' Grand Coulee PSB Exceedence

Lewis' Grand Coulee PSB exceedence shall be equal to the Storage Content by which Lewis' Slice Storage Account balance is: (1) in excess of the value determined by multiplying Lewis' Slice Percentage by the upper Grand

Coulee Project Storage Bound, or (2) less than the value determined by multiplying Lewis' Slice Percentage by the lower Grand Coulee Project Storage Bound. An upper Grand Coulee PSB exceedence is denoted as a positive value, while a lower Grand Coulee PSB exceedence is denoted as negative value.

6.4 Grand Coulee PSB Exceedences, Lewis' Actions, and Penalties

6.4.1 Lewis shall be responsible for monitoring its SSA balance and any Grand Coulee PSB exceedence. If Lewis' Grand Coulee PSB exceedence is positive, denoting an exceedence of the upper Grand Coulee PSB, on a day in which the upper Grand Coulee PSB is designated as a Hard Operating Constraint, the following shall apply.

6.4.1.1 Lewis shall immediately modify and submit to Power Services its Customer Inputs associated with Grand Coulee such that the most restrictive maximum discharge constraint in effect at the Simulator Projects is achieved in its Simulated Operating Scenario. Lewis shall maintain such simulated operation until such time as Lewis' SSA balance is within Grand Coulee's upper and lower PSB.

6.4.1.2 If Lewis fails to take the action specified in section 6.4.1.1 of this exhibit, then Lewis' Grand Coulee SOA balance shall be reduced by an amount equal to the PSB exceedence determined pursuant to section 6.3 of this exhibit.

6.4.2 If Lewis' Grand Coulee PSB exceedence is negative, denoting an exceedence of the lower Grand Coulee PSB, on a day in which the lower Grand Coulee PSB is designated as a Hard Operating Constraint, the following shall apply.

6.4.2.1 Lewis shall immediately modify and submit to Power Services its Customer Inputs associated with Grand Coulee such that the most restrictive minimum discharge constraint in effect at the Simulator Projects is achieved in its Simulated Operating Scenario. Lewis shall maintain such simulated operation until such time as Lewis' SSA balance is within Grand Coulee's upper and lower PSB.

6.4.2.2 If Lewis fails to take the action specified in section 6.4.2.1 of this exhibit, then a penalty shall be applied to Lewis equal to Grand Coulee's at-site Storage Energy amount, expressed in MWh, associated with the absolute value of the Grand Coulee PSB exceedence determined pursuant to section 6.3 of this exhibit multiplied by the UAI Charge for energy.

7. COMMUNICATIONS

- 7.1 Lewis shall be solely responsible for its internal dissemination of information provided by Power Services pursuant to Exhibit M and this Exhibit N.
- 7.2 Lewis shall be able to utilize the Default User Interface, as described in section 5 of Exhibit M, to review the Simulator Parameters established by Power Services.
- 7.3 Power Services shall make reasonable efforts to promptly notify Lewis of potential and significant system condition or operational changes via e-mail, XML messaging, and/or the daily conference call described in section 7.5 of this exhibit.
- 7.4 Power Services shall communicate Federal Operating Decisions and Prudent Operating Decisions to Lewis in the following manner:
 - 7.4.1 An initial listing and description of Federal Operating Decisions and Prudent Operating Decisions that affect the Simulator Projects and are in effect as of September 30, 2011;
 - 7.4.2 A publication via the Slice Computer Application as soon as practicable after BPA is informed of a Federal Operating Decision, or BPA makes either a Federal Operating Decision or Prudent Operating Decision affecting the Simulator Projects; and
 - 7.4.3 A verbal report to the attendees during the next scheduled daily conference call as described in section 7.5 of this exhibit regarding Federal Operating Decisions or Prudent Operating decisions that have a material impact on the operation of the Simulator Projects, BOS Complex, or Tier 1 System Obligations.
- 7.5 Beginning September 28, 2011, and on each Business Day thereafter, Power Services shall initiate an informational conference call with Lewis and the other Slice Customers promptly at 12:40 PPT to discuss current and upcoming operating parameters and other related matters. The time and frequency of the call may be changed upon the mutual agreement of Power Services, Lewis, and the other SIG members. Lewis shall receive notice from Power Services via e-mail at least three Business Days prior to any such change.
- 7.6 Subject to the provisions set forth in section 5.12 of the body of this Agreement, Power Services, Lewis, and other Slice Customers shall establish a forum to review and discuss Operating Constraints and their application.

8. 3-MONTH FORECAST OF SLICE OUTPUT

- 8.1 Prior to September 24, 2011 and prior to the 24th day of each month thereafter, Power Services shall provide Lewis with the results of a 3-month

forecast, pursuant to section 8.2 of this exhibit. Power Services shall revise such forecast during the month in the event conditions change significantly and shall make such revised forecast available to Lewis in a timely manner.

- 8.2 Power Services, consistent with its internal study processes, shall perform two single-trace hydroregulation studies that incorporate the expected stream flow condition for the upcoming 3-month period in weekly time periods. One study shall operate Grand Coulee as needed to satisfy the minimum Simulator Project flow constraint in order to attain the highest reservoir elevations possible at Grand Coulee, limited by its upper ORC, and one study shall operate Grand Coulee as needed to satisfy the Simulator Project maximum flow constraint in order to attain the lowest reservoir elevations possible at Grand Coulee, limited to its lower ORC. Both studies shall reflect a pass-inflow operation at all other Simulator Projects and the expected operation at all other Tier 1 System Resources and non-federal projects that are represented in the study, such as Brownlee, Kerr, and the mid-Columbia projects. Power Services shall initialize the starting reservoir Storage Contents for each study equal to the Storage Contents projected to occur at midnight on the study initialization date. Based on the results of these studies, Power Services shall provide to Lewis the weekly natural inflow, turbine discharge, generation, Spill discharge, and ending elevation for each of the Simulator Projects, the Snake Complex projects, Libby, Hungry Horse, Dworshak, and Keenleyside (Arrow); the weekly generation forecasts for the sum of the remaining BOS projects, excluding CGS; the weekly CGS generation forecast; and the weekly forecast of the individual Tier 1 System Obligations. Power Services shall also provide a summary of weekly aggregated planned generator maintenance outages for all Tier 1 System Resources, expressed in total MW, as well as the estimated daily Grand Coulee upper and lower PSB for the study period.

9. 12-MONTH FORECAST OF SLICE OUTPUT

- 9.1 Prior to July 15, 2011, and prior to each July 15 thereafter during the term of this Agreement, Power Services, Lewis, and other Slice purchasers shall meet to discuss and review inputs, assumptions, and content of the Multiyear Hydroregulation Study used to develop the 12-month forecast described in section 9.4 of this exhibit.
- 9.2 Prior to August 1, 2011, and prior to each August 1 thereafter during the term of this Agreement, Power Services shall provide Lewis with results from the 12-month forecast, pursuant to section 9.4 of this exhibit.
- 9.3 Prior to August 15, 2011, and prior to each August 15 thereafter during the term of this Agreement, Power Services, Lewis, and other Slice purchasers shall meet to discuss the results of the 12-month forecast described in section 9.4 of this exhibit.
- 9.4 Power Services, consistent with its internal study processes, shall perform a single Multiyear Hydroregulation Study for the upcoming October through

September period representing a range of potential stream flow traces (typically 43 traces). The study shall reflect Grand Coulee operating to its ORC at times when its upper and lower ORC are equal. At times when Grand Coulee's upper and lower ORC are not equal, the study shall reflect Coulee operating in a manner that achieves all Simulator Project flow constraints when possible. The study shall represent a pass-inflow operation at all other Simulator Projects and the expected operation at all other Tier 1 System Resources and non-federal projects that are represented in the study, such as Brownlee, Kerr, and the mid-Columbia projects. Power Services shall initialize the starting reservoir Storage Contents for this study at the Storage Contents projected to occur at midnight on the study initialization date. Based on the results of this study, Power Services shall provide to Lewis the monthly natural inflow, turbine discharge, generation, Spill discharge, and ending elevation for each of the Simulator Projects, the Snake Complex projects, Libby, Hungry Horse, Dworshak, and Keenleyside (Arrow); the monthly generation forecasts for the sum of the remaining BOS projects, excluding CGS; the monthly CGS generation forecast; and the monthly forecast of the individual Tier 1 System Obligations. Power Services shall also provide a summary of monthly aggregated planned generator maintenance outages, expressed in total MW, for all Tier 1 System Resources.

10. CONGESTION MANAGEMENT

If there are congestion management requirements placed on Power Services by the Balancing Authority, Power Services shall adhere to the operational requirements of such congestion management requirements and shall apply such operational requirements to Lewis consistent with the terms of this Agreement.

11. CONFIDENTIALITY

BPA considers all prospective operational information associated with the Tier 1 System or any Tier 1 System Resource to be proprietary and business sensitive. Such information that is provided by BPA to Lewis or its scheduling agent pursuant to Exhibit M or this Exhibit N shall be treated as confidential by Lewis and its scheduling agent. Lewis shall limit its use of such information to its employees or agent solely for the implementation of the terms of this Agreement, and to no others. BPA reserves the right to withhold such operational information from scheduling agents that BPA determines are significant, active participants in WECC wholesale power or transmission markets and that are not purchasers of the Slice Product. If Lewis enlists the services of a scheduling agent that is not a purchaser of the Slice Product Lewis shall require its scheduling agent to develop systems or procedures that create functional separation between Slice related operational information and such scheduling agent's marketing functions.

12. REVISIONS

Revisions to this Exhibit N shall be by mutual agreement of the Parties.

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Exhibit O
INTERIM SLICE IMPLEMENTATION PROCEDURES

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This Exhibit O shall be implemented only if the SCA Implementation Date, as established pursuant to section 5.10.3.2 of the body of this Agreement, is later than October 1, 2011. If implemented, this Exhibit O shall be in effect beginning October 1, 2011 and shall remain in effect until the SCA Implementation Date.

If this Exhibit O is implemented, any provisions of this Exhibit O that are in conflict with provisions of Exhibit N shall prevail over such provisions of Exhibit N.

To implement the provisions of this Exhibit O, BPA and Lewis shall not utilize the Slice Computer Application as described in Exhibit M, but shall instead utilize the computer application developed and utilized to implement the Block and Slice Power Sales Agreements (Subscription Slice Agreements) that were in effect between October 1, 2001 and September 30, 2011. If Lewis was not a party to such Subscription Slice Agreements Lewis shall enlist the services of a BPA customer that was a party to such Subscription Slice Agreements, or its scheduling agent, in order to implement the provisions of this exhibit. The cost for such services that may be required for Lewis to implement this Exhibit O shall be borne solely by Lewis.

1. DEFINITIONS

Terms with initial capitalization that are not defined in this exhibit shall be as defined in the body of this Agreement. Generally, calculations associated with defined terms within this exhibit are for the whole of the Slice System. Wherever a similar value is needed for Lewis’ share of the Slice System values, the term “individual” is inserted before the defined term. Defined terms that contain the

word “Generation” are for the Slice System as a whole. Defined terms that contain the word “Output” or are preceded by “individual” are customer-specific.

For purposes of implementing this Exhibit O, all references to “Slice System”, “Slice System Resources”, “System Obligations”, “Slice System Obligations” and any internal reference to “Slice System” will be deemed to mean Tier 1 System, such as Tier 1 System Resources, Tier 1 System Obligations and Tier 1 System Capability.

- 1(a) “Absolute Minimum Estimated Slice System Generation” means the least amount of energy the Slice System, as adjusted by System Obligations, can produce in a given time period.
- 1(b) “Actual Net Slice System Generation (ANSSG)” means the sum of the ATSG in megawatt-hours (MWh) and the gross Elective Spill in MWh used in the calculation of net Elective Spill in section 7(g)(2).
- 1(c) “Dispatchable Projects” means those Slice System generation resources that are available for redispatching with less advance notice than a calendar day, and include, but are not limited to, Grand Coulee, Chief Joseph, Lower Granite, Little Goose, Lower Monumental, Ice Harbor, McNary, John Day, The Dalles, and Bonneville.
- 1(d) “Estimated Slice System Generation (ESSG)” means the sum of the estimated generation produced at all the projects in the Slice System after adjustment for Operating Constraints and System Obligations over a given period of time.
- 1(e) “Fixed Flow” shall refer to an operational state when the maximum and minimum daily Estimated Slice System Generation, as provided by BPA pursuant to section 9(a)(5), are the same, and which is the result of Operating Constraints that restrict the ability to utilize the capability of the Slice System to store or draft water on different days.
- 1(f) “Grace Margin” means the amount by which Lewis may exceed its SSSB without incurring penalties.
- 1(g) “Grace Margin Spill Account (GMSA)” means the account which Power Services maintains that reflects the total amount of energy subtracted from the Slice purchasers’ Slice Storage Deviation Accounts each day as a result of the Slice purchasers accruing Slice Storage Account balances that exceed their individual upper Slice System Storage Bound limit and their individual Grace Margin.
- 1(h) “Immediate Spill Deliveries” means energy BPA delivers to other parties for purposes of shifting spill from the FCRPS to the other parties’ systems.
- 1(i) “Lower Snake Projects (LSN)” means the four hydroelectric Projects located on the lower reach of the Snake River, consisting of Lower Granite, Little Goose, Lower Monumental, and Ice Harbor.

- 1(j) “Non-Dispatchable Projects” means the Slice System generating resources that are not Dispatchable Projects.
- 1(k) “Pondage” means the ability of the hydro facilities of the Slice System to use lower river ponds (e.g., the LCOL and LSN) in combination with Grand Coulee and Chief Joseph to shift energy within the day and between days. Pondage includes Pondage Up and Pondage Down as described and calculated in section 3(c). Pondage Up may be used to exceed the daily maximum ESSG and/or the TOP HLH maximum ESSG. Pondage Down may be used to generate below the daily minimum ESSG.
- 1(l) “Ramp Rate” means the maximum rate of change in the level of generation for a specified period within all applicable Operating Constraints.
- 1(m) “Slice Output Limits” means all storage, energy, capacity, and rate of change limits defined in this exhibit that limit the availability and use of Slice Output by Lewis.
- 1(n) “Slice Storage Account” means the quantity equal to the sum of Lewis’ SSDA and the product of Lewis’ Slice Percentage and the Slice System Storage Energy, expressed in megawatt-days (MW-days).
- 1(o) “Slice System Deviation Account (SSDA)” means the amount of energy, in MW-days, that Lewis’ ASOE deviates from the product of the ANSSG and Lewis’ Slice Percentage, as described in section 7(d).
- 1(p) “Slice System Storage Bounds (SSSB)” means the maximum and minimum limits of the storage that is available to the Slice System, as calculated in section 3(b) below.
- 1(q) “Slice System Storage Energy (SSSE)” means the Storage Energy of the Slice System calculated by summing the Storage Energy in MW-days of certain Slice System projects, which shall include, but not be limited to Grand Coulee.
- 1(r) “Storage Energy” means the energy that would be produced if a reservoir released its entire Storage Content. Storage Energy amounts are determined by multiplying a reservoir’s Storage Content, expressed in thousands of second-foot-days (KSFD), by such reservoir’s at-site and downstream federal water-to-energy conversion factor (H/K).
- 1(s) “Technical Management Team” means that group comprised of representatives from federal and state (Oregon, Washington, Idaho, and Montana) agencies that is responsible for determining river operations in accordance with the FCRPS biological opinion and other applicable operational requirements.

- 1(t) “TOP Heavy Load Hours” or “TOP HLH” means the hours ending 0700 through 2200 Pacific prevailing time (PPT) for each day of the week (including Sundays and holidays).
- 1(u) “TOP Light Load Hours” or “TOP LLH” means the hours ending 0100 through 0600 PPT and hours ending 2300 through 2400 PPT for each day of the week (including Sundays and holidays).
- 1(v) “Weekly Constraint” means an operation of the FCRPS that requires a specific flow requirement for the week, typically specified as a discharge from McNary Dam. During this operation, the weekend average flow requirement must be at least 80% of the previous 5-weekday average discharge.

2. CALCULATION OF INDIVIDUAL LIMITS, ROUNDING, AND PENALTY CHARGES

2(a) This section intentionally left blank

2(b) This section intentionally left blank

2(c) This section intentionally left blank

2(d) Calculation of Lewis’ Individual Limits

Unless otherwise specified, the calculation of such individual values, in MW, MWh, or MW-days, shall be the product of such value for the Slice System and Lewis’ Slice Percentage.

2(e) Rounding of Calculations

All values in this exhibit that are expressed in terms of megawatts shall be expressed in whole megawatts. To the extent that a calculation results in a value that is not an integer, the number shall be converted to an integer using the following method:

2(e)(1) If the decimal is less than 0.50, round down to the nearest whole number.

2(e)(2) If the decimal is equal to or greater than 0.50, round up to the nearest whole number.

2(f) This section intentionally left blank

2(g) This section intentionally left blank

2(h) Penalty Charges

If, after the day, it is determined that Lewis has scheduled ASOE in excess of Lewis’ Slice Percentage of: (1) the one-hour maximum ESSG, (2) the one-hour maximum ESSG for Lower Snake Projects (LSN), (3) the one-hour maximum ESSG for the rest of the system, (4) the TOP HLH maximum ESSG for LSN, (5) the TOP HLH maximum ESSG for the rest of the system

(except as permitted in section 7(f) of this exhibit), (6) the daily maximum ESSG (except as permitted in section 7(f) of this exhibit) as adjusted by Lewis' right to Pondage, and/or (7) the Ramp Rate Up, all as calculated under the provisions of this Exhibit O, then Lewis may be charged at the Unauthorized Increase Charge for energy for the amount of such exceedence.

If, after the day, it is determined that Lewis has scheduled ASOE in an amount less than Lewis' Slice Percentage of: (1) the Absolute Minimum ESSG, (2) daily minimum ESSG as adjusted by Lewis' right to Pondage, and/or (3) the one-hour or two-hour Ramp Rate Down, all as calculated under the provisions of this Exhibit O (such amount to be designated as "generation shortfall"), Lewis' SSSDA may be reduced by the generation shortfall. Such generation shortfall will be added to Lewis' ASOE when computing Lewis' Pondage and SSSDA balances for that day.

Penalties assessed by Power Services pursuant to this Exhibit O may be waived by Power Services in accordance with section 25.5 of the body of this Agreement. Any waiver granted with respect to a specific circumstance shall not constitute a waiver of future exceedence, nor create a waiver for a recurrence of such circumstance or for any other circumstance.

3. CALCULATING THE SLICE SYSTEM STORAGE AND PONDAGE

The following procedures shall be used in determining all quantities related to SSSE, SSSB and Pondage values. The calculation of SSSE and SSSB set out below is a generic methodology, which is to be used in specific applications in this Exhibit.

3(a) Calculating the SSSE

Power Services shall calculate the SSSE, as defined in section 1(q), by summing the Storage Energy of the project(s) listed in section 1(q).

3(b) Calculating the SSSB

Prior to midnight on the 23rd day of each month, Power Services shall provide Lewis with a forecast of the upper and lower SSSB for the subsequent three months. To determine the SSSB, Power Services shall calculate the SSSE associated with the upper and the lower ORC, except that whenever Grand Coulee's upper ORC is 1,290.0 feet (full pool), the upper SSSB shall reflect the Storage Energy associated with 1,289.7 feet. The upper and the lower SSSB shall be increased or decreased as appropriate to reflect available Pondage.

3(c) Calculating Pondage

To calculate the Pondage limits Power Services will reflect the estimated effective H/K values, as adjusted for required Fish Spill, and shall assume the forebay elevations for the Simulator Projects are initialized for the day at two-thirds full within their current operational storage ranges. Using these input values for the current day or next day(s), as appropriate, Power Services shall calculate the maximum amount that the LCOL Complex and LSN Complex projects can be utilized, relative to their expected operation, to increase the maximum daily ESSG and decrease the minimum daily ESSG

by utilizing storage capabilities to store or draft water as appropriate. The resulting ability of the Federal System to increase maximum daily ESSG represents Pondage Up and the resulting ability of the Federal System to decrease minimum daily ESSG represents Pondage Down. Storing water at a particular project may increase or decrease overall Slice System generation, depending on the Operating Constraints in effect, and Power Services shall include such adjustment in the calculation of Pondage on an ongoing basis. Pondage Up limits shall be reported in positive values and Pondage Down limits shall be reported in negative values.

- 3(c)(1) During times when the Hanford Reach protection level flow is in effect, as established pursuant to the Hanford Reach Fall Chinook Protection Program Agreement as it then exists, the Pondage Down limit will be increased (made more negative) on Saturdays, Sundays, and holidays as appropriate to reflect the right to reduce discharge from Grand Coulee and Chief Joseph to levels below such protection level flow.
- 3(c)(2) During Fixed Flow operations associated with Weekly Constraints at McNary Dam, as defined in section 1(u), Pondage Up will be modified to reflect the shaping and flexibility allowed between the weekdays and the weekends as follows:

For Monday-Friday: Increase Pondage Up by the product of $.303 * 24 * H/K_{GCL} * \text{weekly flow target}$
 For Saturday: Increase Pondage Up by the product of $.75 * .303 * 24 * H/K_{GCL} * \text{weekly flow target}$
 For Sunday: Increase Pondage Up by 0

Where:

H/K_{GCL} is the sum of the actual expected water-to-energy conversion factor for all Slice System projects from Grand Coulee to Bonneville Dam, taking into account the spill requirements at each of the projects, and the weekly McNary flow target, which is the flow requirement as determined by the Technical Management Team or through a Federal Operating Decision, in thousand second foot days (ksfd).

- 3(c)(3) During Fixed Flow operations, Lewis' Pondage Up balance shall be increased and Pondage Down balance shall be decreased (made more negative) from time to time based on the change in Lewis' SSDA balance since the start of the Fixed Flow operation. Such adjustment shall be calculated each day as described below and shall be applicable on the 2nd day following such calculation, as follows:

Formula 1

UpAdj_I = Greater of 0 or [(SSDA_{I-2} - SSDA₀)*24 - (SSP * K)]

Formula 2

DownAdj_I = Lesser of 0 or [(SSDA_{I-2} - SSDA₀)*24 + (SSP * K)]

Where:

UpAdj_i is the amount of additional Pondage Up which Lewis shall have a right to utilize on day I.

DownAdj_i is the amount of additional Pondage Down which Lewis shall have a right to utilize on day I.

SSDA_{I-2} is Lewis' SSDA on the day 2 calendar days prior to day I.

SSDA₀ is Lewis' SSDA on the last day prior to the start of Fixed Flow operation.

SSP is Lewis' Slice Percentage.

K is a constant equal to 50,000 MWh. 50,000 MWh was selected as a reasonable deadband for accumulated changes in SSDA and is subject to change upon the mutual agreement of BPA and Lewis.

4. FORECASTED SLICE OUTPUT CALCULATION, POWER SERVICES REAL-TIME ADJUSTMENTS, ELECTIVE SPILL DECLARATION, AND RAMP RATE CALCULATIONS

The following procedures shall be used in determining Lewis' minimum and maximum available Slice Output on a daily and hourly basis.

4(a) Calculating the ESSG

To determine the ESSG, Power Services shall calculate for each project in the Slice System such project's generation in terms of MW. When calculating the generation of such a project, Power Services shall estimate the energy that could be produced with those generating units that are planned to be available for such period while observing all applicable Operating Constraints. Power Services shall calculate the ESSG by adding the generation of all projects included in the Slice System and adjusting for any forecasted System Obligations.

4(b) Projects With a Fixed Operation

There are several Slice System projects whose operation is typically governed by non-power requirements and, as such, their operation will not typically be altered for power purposes. These projects are listed in Table 3.1 of the TRM under the headings "Independent Hydro Projects" and in Table 3.2 of the TRM under the heading "Designated Non-Federally Owned Resources".

4(c) 12-Month Forecast of Slice Output Energy

BPA shall provide Lewis the results of a 12-month forecast as set forth in section 8.4 of Exhibit N, except BPA shall provide data associated with the appropriate corresponding terms defined in this Exhibit O rather than data

associated with the terms Simulator Project, Snake Complex, BOS, and PSB as defined in Exhibit M.

4(d) **90-Day Forecast of Slice Output Energy**

BPA shall provide Lewis the results of a 90-day forecast as set forth in section 7.2 of Exhibit N, except BPA shall provide data associated with the appropriate corresponding terms defined in this Exhibit O rather than data associated with the terms Simulator Project, Snake Complex, BOS, and PSB as defined in Exhibit M.

4(e) **Calculating the Maximum and Minimum Daily ESSG**

Beginning on September 30, 2011, and on each Business Day thereafter for as long as this exhibit is in effect, Power Services shall provide Lewis with a forecast of the maximum and minimum ESSG for the total of all hours, the maximum ESSG for the total of the TOP HLHs, and the minimum ESSG for the total of the TOP LLHs of each day, for the upcoming preschedule day and the following six consecutive days.

In determining such maximum and minimum daily ESSG, Power Services shall perform two hydroregulation studies, one operating Grand Coulee as needed to achieve the maximum flow constraint in effect, and one operating Grand Coulee as needed to achieve the minimum flow constraint in effect. For such studies, Power Services shall initialize the starting reservoir Storage Contents to the previous day's actual elevations. Power Services shall incorporate forecasted probable regulated inflows for each project, forecasted unit outages, and all applicable Operating Constraints. For such studies, Power Services shall reflect the expected project operation of the LSN Complex, Hungry Horse, Libby, Dworshak and all non-federal projects. Power Services shall reflect a pass inflow operation of LCOL Complex to the extent allowed by such projects' Operating Constraints.

During periods of Fixed Flow operations, Power Services will compute the accumulated energy difference, in MWh, between each day's last official maximum and minimum daily ESSG, and that day's ANSSG with no adjustment for actual use of Pondage. On the first Business Day of each week, if the absolute value of the previous day's accumulated difference exceeds 15,000 MWh, Power Services will make an adjustment to the maximum and minimum daily ESSG values for the following day and each subsequent day through the following Sunday. Such daily adjustment shall be no greater than the accumulated deviation divided by the number of days over which the adjustment will be effective.

4(f) **Calculating the Daily ESSG Assuming a Pass-Inflow Operation**

Beginning on September 30, 2011, and on each Business Day thereafter as long as this exhibit is in effect, Power Services shall provide Lewis with a forecast of the daily ESSG assuming a pass inflow operation for the upcoming preschedule day and the following six consecutive days. To calculate this value, Power Services shall determine the daily ESSG based on the expected operation of the Slice System as adjusted by the Storage Energy associated

with the daily change in Storage Content expected to occur at the Dispatchable Projects. Parties agree that the foregoing study does not reflect then-current Federal Operating Decisions and Operating Constraints, and will not accurately reflect Slice Output Energy actually available.

4(g) Calculating the Hourly Maximum ESSG

Power Services shall calculate the hourly maximum ESSG separately for the LSN Complex and for the rest of the Slice System. For such maximums, Power Services shall sum the maximum hourly generation of the Slice System projects in each of the two groups above. The maximum hourly generation for each project shall be the lesser of the capability of the generating units that are available for service on that hour or the maximum generation allowed consistent with Operating Constraints.

Power Services shall also separately calculate for the LSN and for the rest of the Slice System, the maximum ESSG that can be produced over the TOP HLH in MWh, consistent with Operating Constraints. The LSN maximum generation for TOP HLH is that generation in excess of the minimum generation for the LSN on TOP HLH.

4(h) Calculating the Hourly Absolute Minimum ESSG

The hourly Absolute Minimum ESSG reflects the least amount of generation that the Slice System can produce in any hour, without causing Elective Spill. To determine the hourly Absolute Minimum ESSG, Power Services shall calculate the ESSG that would result from a minimum flow operation, while observing all Operating Constraints.

4(i) Adjustments By Power Services

On an hourly basis, Power Services shall monitor the Slice System and communicate to Lewis changes in the hourly and daily Slice Output Limits for the current day. Changes to the Slice Output Limits for the next day(s) may be communicated to Lewis at a later time, but shall be communicated as soon as practicable. Lewis shall make adjustments to its schedules to stay within such limits. No modifications to schedules that begin within 60 minutes from the notification by Power Services of such adjustment will be necessary. Power Services shall have the authority to make any such changes based on the conditions listed below.

4(i)(1) Corrections of Errors, Omissions, or Assumptions

Estimates of daily maximum ESSG, the hourly maximum ESSG, and Absolute Minimum ESSG may be adjusted in real-time by Power Services to reflect corrections of errors, omissions, or changes in the assumptions used to calculate the Slice System capability.

4(i)(2) Changes in Federal Operating Decisions

Power Services may adjust information and Slice Output Limits previously provided by Power Services to reflect new Federal Operating Decisions, the termination or suspension of a Federal Operating Decision already reflected in the estimates, or if Power

Services determines that the Slice Output Limits do not accurately reflect the actual Slice System operation on the current day.

4(i)(3) Notification of Elective Spill

Power Services shall notify Lewis of Elective Spill for TOP HLH and/or TOP LLH as soon as practicable after Power Services determines that it is at risk of having Elective Spill. Such notice shall include a revised TOP LLH Minimum ESSG, which will be updated to reflect operating conditions of the Slice System. If the System is declared to be in an Elective Spill condition for TOP HLH during periods of Fixed Flow operations, Power Services may not declare the system to be out of Elective Spill condition unless such declaration is made prior to the start of the actual day for which the declaration was made; *provided, however*, during a period of Elective Spill in TOP HLH the hourly maximum generation pursuant to section 4(g) may be reduced if necessary to cause a reduction in system generation as directed by another federal agency. Failure by BPA to notify Lewis of Elective Spill conditions shall not protect Lewis from Elective Spill allocation per section 7(g) below.

4(i)(4) Changes in the Hourly or Daily Slice System Capability

Power Services shall revise the estimates of daily maximum ESSG, the hourly maximum ESSG, or Absolute Minimum ESSG when there is a change on the Slice System that exceeds either 500 MW on any remaining hour or 200 aMW for the remaining hours of the day.

4(j) Calculation of Maximum Ramp Rates

4(j)(1) Ramp Rate Up

The Ramp Rate Up equals:

$$\text{MRR} + \text{NDG}_N - \text{NDG}_{N-1}$$

Where:

MRR = the maximum rate of increase in generation for the Dispatchable Projects between 2 hours.

$\text{NDG}_N/\text{NDG}_{N-1}$ = The generation from the Non-Dispatchable Projects and the sum of the System Obligations for the schedule hour N and schedule hour N-1.

Lewis' increase in schedules between two hours shall be computed as:

$$[\text{RG}_N - \text{RG}_{N-1}]$$

Where:

RG_N/RG_{N-1} = The lesser of the hourly maximum generation times the SSP, or Lewis' requested generation for schedule hour N and schedule hour N-1.

If Lewis submits schedules such that the increase calculated in accordance with the immediately preceding formula exceeds the product of Lewis' Slice Percentage and the Ramp Rate Up, such exceedence will be subject to the UAI Charge for energy, and such exceedence amount will be subtracted from Lewis' daily ASOE for purposes of computing the daily Pondage and SSDA balances.

4(j)(2) Ramp Rate Down

Ramp Rate Down is the maximum rate of decrease in generation for the Dispatchable Projects over any three consecutive schedule hours. The Ramp Rate Down limit is calculated as both a limit to the amount of decrease in generation over any two consecutive hours and the decrease in generation over any three consecutive schedule hours.

One-Hour Test

The Ramp Rate Down limit between two consecutive hours, N-1 and N is the greater of:

4(j)(2)(i) $C * SSP$, or

4(j)(2)(ii) $B * (RG_{N-1} - HM_N)$

Two-Hour Test

The Ramp Rate Down limit between two hours, N-2 and N is the sum of:

4(j)(2)(i) The greater of $[(SSP * C)$ or $(A * (RG_{N-2} - HM_{N-1}))]$, and

4(j)(2)(ii) The greater of $\{(SSP * C)$ or $A * (RG_{N-2} - \text{the greater of } [(SSP * C)$ or $(A * (RG_{N-2} - HM_{N-1}) - HM_N)]\}$

In no event shall the results of the two-hour test cause a limit that would be less than $C * SSP$ for any two consecutive hours.

Where:

$A = 0.4$

$B = 0.5$

C = The minimum hourly down ramp limit for the Slice System, set for 1,000 megawatts on all hours

SSP = Lewis' Slice Percentage

RG_N/RG_{N-2}= The greater of the Absolute Minimum ESSG times the SSP for hour N, or Lewis' requested generation for schedule hour N and schedule hour N-2

HM_N/HM_{N-2}= Absolute Minimum ESSG for schedule hour N and schedule hour N-2, multiplied by Lewis' Slice Percentage.

The following formula shall be used to determine Lewis' actual ramp down across any two hours:

$$[(RG_N - SSP * (NDG_N + SO_N)) - (RG_{N-x} - SSP * (NDG_{N-x} + SO_{N-x}))]$$

Where:

RG_{N-x} =The greater of the Absolute Minimum ESSG times the SSP, or the scheduled generation for the schedule hour **X** hours prior to hour **N**

SSP = Lewis' Slice Percentage

NDG_{N-x} = The Slice System generation from the Non-Dispatchable Projects for the schedule hour **X** hours prior to hour **N**

SO_{N-x} = The System Obligations for the schedule hour **X** hours prior to hour **N**

X shall be set to the value one for calculating Lewis' schedule decrease for the 1-hour Ramp Rate Down test and shall be set to the value two for the 2-hour Ramp Rate Down test.

If Lewis submits a schedule which results in the delivery of energy such that the decrease calculated in accordance with the preceding paragraph exceeds the Ramp Rate Down limit as determined for either the 1-hour test or 2-hour test as specified above, such exceedence will be subject to transfer from Lewis' SSDA, consistent with the provisions of section 2(h) of this Exhibit O. In the event that an exceedence of both the 1-hour test and 2-hour test occurs across the same delivery hour, the greater of the two amounts shall be so transferred, and such exceedence amount will be added to Lewis' daily ASOE for purposes of computing the daily Pondage and SSDA balances.

4(k) This section intentionally left blank.

5. CALCULATING ACTUAL SLICE OUTPUT

The following procedures shall be used in determining the actual quantities of Slice Output.

5(a) Calculation of Actual SSSE and Slice Storage Account Balance

Beginning October 2, 2011, and on each day thereafter as long as this Exhibit O is in effect, Power Services shall calculate and provide Lewis with the SSSE and Lewis' Slice Storage Account balance for the previous day, as measured in MW-days. Power Services shall calculate such SSSE based on the actual reservoir Storage Contents, as measured at midnight for the previous day. To determine Lewis' Slice Storage Account balance, Power Services shall sum the product of the SSSE and Lewis' Slice Percentage with Lewis' Slice Storage Deviation Account (SSDA) balance as of midnight the same day, as determined in section 7(d).

5(b) Calculation of ANSSG and ASOE

Beginning October 2, 2011, and on each day thereafter as long as this Exhibit O is in effect, Power Services shall calculate and provide Lewis with a daily accounting of the ANSSG produced on the previous day, as measured in MWh. Power Services shall calculate such ANSSG in the same manner as the ESSG but using: (1) actual project generation instead of forecasted generation, and (2) actual System Obligations instead of forecasted System Obligations, as adjusted by (3) the gross Elective Spill pursuant to section 7(g).

To determine Lewis' daily individual ASOE, Power Services shall sum for each hour of the day, the greater of Lewis' scheduled Slice Output Energy and Lewis' individual Absolute Minimum ESSG. In the event that Lewis' daily individual ASOE is less than the minimum individual Slice Output Limit for such day, as adjusted by Lewis' available Pond Down, Lewis' daily individual ASOE shall be deemed to be equal to the minimum individual Slice Output Limit for such day, as adjusted by Lewis' available Pond Down. The difference between Lewis' daily individual ASOE and the sum of Lewis' scheduled Slice Output Energy for all hours of such day shall be forfeited and transferred from Lewis' SSDA.

6. GRACE MARGIN

6(a) General

It is anticipated that Lewis' Slice Storage Account balance may not always be within its individual SSSB. Such deviation could be due to potential forecast or accounting errors on Power Services's part or errors on Lewis' part. A Grace Margin will be provided to mitigate any penalty. The Grace Margin is both added to the maximum storage bounds and subtracted from the minimum storage bounds. The Grace Margin is applied on an after-the-fact basis only. If the Slice System is in Fixed Flow, the UAI Charge will not be applied for being below the minimum storage bounds, nor will the forfeiture of energy for being above the maximum storage bounds be applied, as set forth in section 6(e). It is recognized that unusual events may require Lewis

and Power Services to institute by mutual oral or written agreement special actions with regard to the Grace Margin.

If, as of the last day of Fixed Flow, when the Slice System is transitioning to a period of operating within maximum and minimum storage bounds, Lewis' SSA balance exceeds its individual SSSB, Lewis shall have up to 7 days (or longer if allowed in section 6(e)) beginning on the day that such transition was commenced to bring its SSA balance within its individual SSSB by utilizing the procedure described in section 6(e) without penalty or charge. If, within such 7-day period, Lewis brings its SSA balance within its individual SSSB, the provisions described in section 6(e) shall become effective beginning on the day such compliance was achieved. If, within or by the end of such 7-day period, Lewis fails to bring its SSA balance within its individual SSSB, Lewis shall be subject to the penalties described in this section 6 for any amount its SSA balance remains outside the SSSB at the end of such 7-day period (or longer period if allowed in section 6(e)).

6(b) Calculation of Grace Margin

To determine Lewis' Grace Margin, Power Services shall calculate the greater of:

6(b)(1) The product of 17,300 MWh and Lewis' Slice Percentage, or

6(b)(2) The value equal to the difference between the forecast and actual daily ESSG assuming a pass-inflow operation on that day, multiplied by Lewis' Slice Percentage.

6(c) Calculation of SSSB Exceedence

Power Services shall determine the exceedence of Lewis' Slice Storage Account relative to Lewis' individual SSSB, by using Formula 3. Power Services shall also determine the quantity of Lewis' SSDA that is subject to forfeiture and transfer out of its SSA, if any, using Formula 4, and the quantity of energy subject to the Unauthorized Increase Charge for energy, if any, by using Formula 5.

Formula 3

$$E = (\text{Greater of } 0 \text{ or } (SSSE_i - uSSSB)) + (\text{Lesser of } 0 \text{ or } (SSSE_i - ISSSB))$$

Where:

E is the amount by which Lewis' SSSE exceeds the Slice System Storage Bounds in MW-days.

SSSE_i is Lewis' Slice Storage Account balance as measured in MW-days.

uSSSB is Lewis' individual upper Slice System Storage Bound as measured in MW-days.

ISSSB is Lewis' individual lower Slice System Storage Bound as measured in MW-days.

Formula 4

gmSPILL = Greater of {0, or the Lesser of [(0.99*DmaxGen - ASOE/24), or (E - GM_I)]}

Where:

E is Lewis' exceedence calculated in Formula 3 above in MW-days.

gmSPILL is the amount of Lewis' exceedence that is considered to be spilled as measured in MW-days.

GM_I is Lewis' individual Grace Margin as measured in MW-days.

DmaxGen is the maximum daily ESSG multiplied by Lewis' Slice Percentage as measured in MW-days.

Formula 5

gmUAI = Absolute value of {Lesser of {0, or the Greater of [(ASOE/24 - 1.01*DminGen), or (E + GM_I)]}

Where:

E is Lewis' exceedence calculated in Formula 3 above in MW-days.

gmUAI is the amount of Lewis' exceedence, measured in MW-days, that is considered to be subject to the UAI Charge for energy.

GM_I is Lewis' individual Grace Margin as measured in MW-days.

DminGen is the minimum daily ESSG multiplied by Lewis' Slice Percentage as measured in MW-days.

Formula 6

[This formula has been intentionally left blank]

6(d) Grace Margin Spill Account (GMSA)

Power Services shall establish a GMSA that shall be initialized each day to zero and maintained in MW-days. Power Services shall calculate the GMSA pursuant to section 6(e)(3) and shall utilize the GMSA to calculate net Elective Spill pursuant to section 7(g)(2).

6(e) Application of the Grace Margin

Any time that gmSpill and gmUAI as calculated in Formulae 4 and 5 are greater than zero, the gmSpill or gmUAI must be eliminated by Lewis. Lewis shall take the action(s) described below to return its Slice Storage Account

balance to a condition that is within its Grace Margin to avoid the penalties below. If Lewis' exceedence as calculated in Formula 3 is greater than zero at a time when Grand Coulee's ORC is 1,290.0 feet, then Lewis shall take the actions specified in section 6(e)(2) by the day following the day on which Lewis is notified of such exceedence. In all other instances where Lewis' exceedence as calculated in Formula 3 above is not zero, Lewis shall take such actions by the third day following the day of notification. The day of notification shall be the day Lewis receives the ANSSG that applies to the day on which the exceedence occurs.

6(e)(1) This section intentionally left blank.

6(e)(2) Lewis shall adjust its ASOE in compliance with one of the following two requirements:

6(e)(2)(A) Lewis' exceedence as calculated in Formula 4 and 5 shall be reduced to zero; or

6(e)(2)(B) If Slice Output Limits prevent Lewis from making such adjustment, then Lewis shall continue to schedule its Slice Output Energy within 1 percent below the daily maximum or 1 percent above the daily minimum Slice Output Limit, without being required to utilize Pondage, for as many days as necessary to eliminate such exceedence.

If Lewis fails to schedule its ASOE or make a SSDA transfer as specified in section 6(e)(2), such exceedence, if positive, will be treated as gmSPILL pursuant to section 6(e)(3); if negative, such amount shall be treated as gmUAI pursuant to section 6(e)(4).

Lewis may elect to schedule its ASOE in a manner to reduce the exceedence amount to zero prior to the day following the day of notification, or the third day following the day of notification, as described in section 6(e). If Lewis does so, Lewis shall not be required to adjust its ASOE as specified in this section 6(e)(2).

6(e)(3) **Applied gmSpill and the Grace Margin Spill Account**

Power Services shall decrease Lewis' SSDA by the amount of gmSPILL calculated in Formula 4 above that is applied pursuant to sections 6(e) and 6(e)(2). In addition, Power Services shall add such amounts to the GMSA, which shall represent the sum of all Slice purchasers' applied gmSPILL for each day.

6(e)(4) **Unauthorized Increase Charge for Applied gmUAI**

Power Services shall charge Lewis for the amount of gmUAI calculated in Formula 5 above that is applied pursuant to sections 6(e), and 6(e)(2) at the UAI Charge for energy. In addition, Power Services shall increase Lewis' SSDA by the amount of gmUAI for which such a charge is assessed.

7. SLICE PARTICIPANT'S DAILY SLICE STORAGE DEVIATION ACCOUNT (SSDA) BALANCE, ALLOCATION OF ELECTIVE SPILL, AND PONDAGE ACCOUNT BALANCE

Power Services shall establish and maintain an accounting of the daily SSSE based upon the Slice System reservoirs' actual Storage Contents (actual SSSE). Power Services shall establish and maintain an accounting of the daily deviation of Slice Storage (SSDA) for Lewis as specified below. Power Services shall measure or calculate such account balances in MW-days as of midnight each day. For purposes of section 6 and this section 7, the SSDA shall only be computed as a daily storage balance and shall not be computed as an hourly estimate of Lewis' SSDA balances. Lewis shall utilize its SSDA as an indicator of its proximity to its individual SSSB and shall adjust its request of Slice Output Energy as needed to stay within such storage bounds. If Lewis' Slice Storage Account balance is outside of its individual SSSB, the Grace Margin rules in section 6 shall apply.

7(a) This section intentionally left blank.

7(b) Initial Balances

Power Services shall initialize the September 30, 2011, actual SSSE to the SSSE associated with the actual elevations of the projects in the Slice System as of 2400 hours PPT on September 30, 2011. Power Services shall initialize Lewis' September 30, 2011, SSDA balance to zero.

7(c) This section intentionally left blank.

7(d) Daily Calculation of the SSDA Balance

Beginning October 2, 2011, and on each day thereafter as long as this Exhibit O is in effect, Power Services shall calculate and provide Lewis with daily account balances of Lewis' dSSDA and SSDA for the previous day using Formulae 7 and 8.

Formula 7

$$\text{SSDA}_{.1} = \text{SSDA}_{.2} + \text{dSSDA}_{.1} - \text{eSPILL}_I$$

Where:

SSDA_{.1} is the SSDA for day -1 as measured in MW-days.

SSDA_{.2} is the SSDA for day -2 as measured in MW-days.

dSSDA_{.1} is the change in the SSDA for day -1 calculated in Formula 8 below, in MW-days.

eSPILL_I is Lewis' allocated share of the net Elective Spill for the Slice System calculated in Formula 13 below, expressed in MW-days.

Formula 8

$$\text{dSSDA}_{.1} = [(\text{SSP} * \text{ANSSG}_{.1}) - \text{ASOE}_{.1}] / 24$$

Where:

dSSDA₋₁ is the change in the SSDA for day -1 as measured in MW-days.

SSP is the Slice Percentage.

ANSSG₋₁ is the ASSG for day -1 as measured in MWh.

ASOE₋₁ is Lewis' individual ASOE for day -1 as measured in MWh.

7(e) **Termination of the Interim Slice Implementation Procedures and Slice Participant's SSDA Balance**

BPA shall provide Lewis notice that these Interim Slice Implementation Procedures shall terminate no less than five (5) days prior to the date of such termination. Any balance remaining in Lewis' SSDA as of 2400 hours on the date these Interim Slice Implementation Procedures are terminated shall be transferred to Lewis' BOS Deviation Account as the initial balance in that account.

7(f) **Procedures During Fixed Flow and Declared Elective Spill Condition for TOP HLH**

The procedures outlined in this subsection 7(f) shall be used when the Slice System is in a Fixed Flow state and Elective Spill is declared for TOP HLH.

7(f)(1) **Pondage Balance Calculation**

The daily change in Lewis' Pondage Account balance, calculated pursuant to section 7(h), shall be zero regardless of the difference between Lewis' generation schedule compared to its Slice Percentage of the daily maximum ESSG and daily minimum ESSG.

7(f)(2) **dSSDA Calculation**

The dSSDA as defined in section 7(d) of this exhibit shall be set to zero for each such calendar day.

7(f)(3) **Allocation of Expenses Associated with Elective Spill**

Expenses incurred by Power Services due to the delivery of Elective Spill energy will be allocated to Lewis by multiplying the amount of such expenses incurred by Power Services on such day by Lewis' Slice Percentage.

7(f)(4) **Daily Maximum ESSG**

Lewis will have the right to exceed its share of daily maximum ESSG, as adjusted by Lewis' available Pond Up.

7(f)(5) **TOP HLH Maximum ESSG for the Rest of the System**
Lewis will have the right to exceed its share of the TOP HLH maximum ESSG for the rest of the system, as adjusted by Lewis' available Pondage Up.

7(f)(6) **One-Hour Maximum ESSG**
Lewis will not have the right to exceed its share of the one-hour maximum ESSG.

7(g) **Procedures Due to Elective Spill in Other Conditions**
The procedures outlined in this section 7(g) shall be used to calculate and allocate actual amounts of Elective Spill that occur when the Slice System is not in a Fixed Flow state or when the Slice System is in a Fixed Flow state and Elective Spill is declared only for TOP LLH.

7(g)(1) **General**
Power Services may need to reduce the actual Elective Spill by delivering energy as Immediate Spill Deliveries or by paying other parties to take energy that would otherwise be implemented as Elective Spill. Power Services shall increase the Elective Spill quantity by the amount of energy delivered under either of such arrangements, which total shall be known as the gross Elective Spill.

7(g)(2) **Calculation of Net Elective Spill**
The quantity of Elective Spill that occurs on the Slice System on any given day shall be reduced by the quantity in the GMSA to determine net Elective Spill for that day. Power Services shall use Formula 9 to calculate the net Elective Spill for the Slice System.

Formula 9

$$\mathbf{eSPILL_{NET} = Greater\ of\ 0\ or\ (eSPILL_{GROSS} - GMSA - HourlySpill)}$$

Where:

eSPILL_{NET} is the net Elective Spill for the Slice System to be allocated to the Slice Purchasers in MW-days.

eSPILL_{GROSS} is the gross Elective Spill for the Slice System in MW-days.

GMSA is the sum of all Slice purchaser's applied gmSpill as calculated in section 6(e)(3) in MW-days.

HourlySpill is the total amount of energy transferred from all Slice customers SSDAs pursuant to the second paragraph of section 2(h).

7(g)(3) Allocation of Net Elective Spill

As needed, Power Services shall calculate for Lewis, all other Slice Customers, and Power Services, the net Elective Spill to be allocated to each Party, using Formulae 10, 11, and 12. When requested, Power Services shall make available to Lewis the calculations and all data necessary to verify the calculation of the allocated net Elective Spill.

Formula 10

$$\mathbf{llhMINGEN} = (\mathbf{llhASSG}_{\text{ADO}} + \mathbf{eSPILL}_{\text{NET}} * 24) / \mathbf{TOP LLH}$$

Where:

llhMINGEN is the minimum TOP LLH Slice System generation needed to avoid Elective Spill for the day, expressed in average MW.

llhASSG_{ADO} is the portion of the daily ASSG that was generated on TOP LLH, less the quantity of energy delivered as Immediate Spill Deliveries, and the energy for which Power Services paid other parties to take during such TOP LLH, expressed in MWh.

eSPILL_{NET} is the net Elective Spill for the Slice System, to be allocated to the Slice Customers, as calculated in Formula 9 and expressed in MW-days.

TOP LLH is the number of TOP LLH in the day.

Formula 11

$$\mathbf{llhADDGEN}_i = \text{the greater of } ((\mathbf{llhMINGEN} * \mathbf{SSP}) - \mathbf{llhASOE}_i / \mathbf{TOP LLH}) \text{ or } 0$$

Where:

llhADDGEN_i is Lewis' additional individual ASOE that was needed on TOP LLH to avoid Elective Spill for the day, as expressed in average MW.

llhMINGEN is the minimum TOP LLH Slice System generation needed to avoid Elective Spill for the day, calculated in Formula 10, expressed in average MW.

SSP is Lewis' Slice Percentage.

llhASOE_i is the portion of Lewis' daily individual ASOE that was scheduled on TOP LLH, plus the energy associated with hourly spill penalties that occur on TOP LLH, as expressed in MWh.

TOP LLH is the number of TOP LLH in the day.

Formula 12

$$eSPILL_I = eSPILL_{NET} * IIhADDGEN_I / IIhADDGEN_{TOT}$$

Where:

eSPILL_I is Lewis' allocated share of the net Elective Spill for the Slice System, expressed in MW-days.

eSPILL_{NET} is the net Elective Spill for the Slice System to be allocated to the Slice Customers, as determined in Formula 9, expressed in MW-days.

IIhADDGEN_I is Lewis' minimum TOP LLH Slice System Generation needed to avoid Elective Spill for the day, as determined in Formula 11, expressed in average MW.

IIhADDGEN_{TOT} is the minimum TOP LLH Slice System generation needed to avoid Elective Spill for the day, as determined in Formula 11, summed for all Slice Customers, and expressed in average MW.

7(h) Pondage Account and Daily/Weekly Use of Pondage

Power Services shall establish and maintain daily accounting of the Pondage limits on the Slice System, calculated pursuant to section 3(c) of this Exhibit.

Power Services shall also establish and maintain an accounting of the daily use of Pondage for Lewis as specified below. Power Services shall measure or calculate such account balances in whole megawatt-hours (MWh) as of midnight PPT each day.

7(h)(1) Lewis' Pondage account will be calculated in daily energy quantities and shall be cumulative, with a negative balance indicating use of Pondage Up and a positive balance indicating use of Pondage Down. The account balance will be changed each day by the sum of the following items:

7(h)(1)(A) The energy amount by which Lewis' ASOE exceeds the daily maximum ESSG shall be subtracted from Lewis' Pondage account balance and the amount by which the ASOE is lower than the daily minimum ESSG shall be added to Lewis' Pondage account balance.

7(h)(1)(B) If Lewis' Pondage account balance for the prior day is positive, the account balance shall be decreased by the lesser of: (1) the amount of the Pondage account balance for the prior day, or (2) the amount that Lewis' ASOE is

greater than the daily minimum ESSG, limited by the daily maximum ESSG.

7(h)(1)(C) If Lewis' Pondage account balance for the prior day is negative, the account balance shall be increased by the lesser of: (1) the amount of the Pondage account balance for the prior day, or (2) the amount that Lewis' ASOE is lower than the daily maximum ESSG, limited by the daily minimum ESSG.

7(h)(1)(D) If Lewis has specified amounts in addition to those calculated automatically by Power Services for the Pondage account balance to be used for Pondage operations, including taking and returning of energy from the Pondage account, then Power Services shall include such amounts in the calculation.

7(h)(2) If Lewis schedules ASOE such that its Pondage account balance does not exceed, in a positive amount, its Slice Percentage times the Pondage Down limit (note: a negative number), and does not exceed in a negative amount, its Slice Percentage times the Pondage Up limit (note: a positive number), no penalty for Pondage shall be applied. If Lewis' Pondage account balance exceeds either limit, the energy amount in excess of the limit will be assessed as gmSpill or gmUAI as appropriate, *provided however*, that if the Pondage limits become smaller, Lewis shall not be obligated to reduce the balance in order to comply with the limit and shall not be assessed gmSpill or gmUAI for that amount. However, any subsequent increases in Lewis' Pondage account balance while its balance exceeds the reduced limit will be subject to gmSpill or gmUAI as appropriate.

7(h)(3) During periods when protection level flows are in effect at Priest Rapids Dam pursuant to the Hanford Reach Fall Chinook Protection Program Agreement as it then exists, Lewis shall schedule ASOE such that Lewis' Pondage account balance is within its share of the Pondage Down limit by midnight of each Wednesday.

7(i) This section intentionally left blank.

8. THIS SECTION INTENTIONALLY LEFT BLANK

9. DATA AND INFORMATION PROVIDED BY POWER SERVICES

9(a) Slice System Estimates Provided Each Business Day By Power Services

Power Services shall provide to Lewis no later than 1630 hours PPT on each Business Day the estimates specified in sections 9(a)(1) through 9(a)(13) for the day or days for which preschedules shall be established on the next Business Day in accordance with the WECC Preschedule Calendar, pursuant

to section 2 of Exhibit F. All estimates will be provided net of expected Operating Constraints and in MWh except where noted. Power Services does not guarantee or assume any particular or specific result from use by Lewis of these estimates and any of the information provided.

9(a)(1) One-Hour Maximum ESSG

This estimate represents the maximum Slice System generation that can be produced for 1 hour. The ESSG shall be separated into the following two categories:

9(a)(1)(A) the LSN maximum generation for an hour that is in excess of the hourly minimum generation for the LSN for such hour; and

9(a)(1)(B) the rest of the Slice System.

9(a)(2) TOP HLH Maximum ESSG

This estimate represents the portion of the maximum ESSG that can be produced over the TOP HLH for:

9(a)(1)(A) the LSN, and

9(a)(1)(B) the rest of the Slice System.

9(a)(3) Absolute Minimum ESSG

This estimate reflects the Absolute Minimum ESSG that can be produced during any hour without causing Elective Spill.

9(a)(4) TOP LLH Minimum ESSG

This estimate is the amount of Slice System generation that needs to be produced over the TOP LLH to minimize the potential of Elective Spill given expected system conditions. This estimate is not a limit, and there is also no guarantee or assurance by Power Services that in providing this estimate, a Slice Output Energy request at that level will not incur some amount of Elective Spill.

9(a)(5) Daily Maximum and Minimum ESSG

This estimate represents the maximum and minimum amount of Slice System generation that can be produced for the day, without utilizing available Pondage.

9(a)(6) Fixed Project Generation Schedules

This estimate represents the hourly expected generation from the projects described in section 4(b).

9(a)(7) Maximum Hourly Ramp Rates

The estimate for the maximum hourly Ramp Rates, in MW, for increasing and decreasing Slice System generation will be calculated using the methodology in section 4(j).

9(a)(8) Maximum and Minimum Storage Bounds

This estimate will provide the SSSB in MW-days for the preschedule day and the following 6 days.

9(a)(9) ESSG Pass-Inflow Forecast

This is the theoretical ESSG, assuming a modified inflow operation, as discussed in section 4(f). This will provide Lewis with an estimated amount of Slice Output Energy to schedule in order to maintain its SSA balance from day to day.

9(a)(10) Planned Unit Outages

Under normal operating conditions, this will include planned unit outages of at least 500 MW for all Slice System projects for the next preschedule day and the following 6 days and will be provided during the daily conference call described in section 7.5 of Exhibit N. Power Services will provide more detailed planned unit outage information during times of severe weather events or anticipated regional power shortages. The outage information provided will be in terms of megawatts of capacity out of service for the Slice System.

9(a)(11) Six-Day TOP HLH and TOP LLH Maximum and Minimum Generation

This estimate will include a forecast of the maximum and minimum Estimated Slice System Generation expected to occur on TOP LLH and on TOP HLH, given unit availability and Operating Constraints for the 6 days after the day to be prescheduled.

9(a)(12) Pondage Up and Pondage Down Available on the Slice System

This estimate shall represent the cumulative amount of Pondage Up and Pondage Down available on the Slice System for the next preschedule day.

9(a)(13) State of the Slice System

Power Services shall provide to Lewis an indication of the expected state of the Slice System for the preschedule day(s). Such indication shall be that the Slice System is in a storage energy state unless there is a specific weekly or daily flow requirement on one of the LCOL projects, or the difference between the uSSSB and the lSSSB would be approximately the same as the potential size of the inflow forecast error. Power Services and Lewis shall review and evaluate the selection of the system state with the operations subcommittee throughout the Operating Year on a case-by-case basis in order to coordinate and plan the timing and transition between Slice System states.

If Power Services declares that the Slice System is operating in a Fixed Flow state, and emergency provisions are enacted through the

Northwest Power Pool Emergency Response Team (“NWPP ERT”), the Slice System will transition from a Fixed Flow state to an interim storage energy state. During the period that the NWPP ERT declares an emergency, there will be no assessment by Power Services for gmSpill or gmUAI. The maximum daily ESSG will be determined using the increased right to generation on the system, while the minimum daily ESSG will continue to reflect the system minimum discharge requirements.

Upon suspension of emergency provisions enacted by the NWPP ERT and as appropriate, the Slice System will return to the Fixed Flow state, with the maximum daily ESSG and the minimum daily ESSG set at the same value each day. For purposes of section 3(c)(3) of Exhibit O, the SSDA balance as the last day of the interim storage energy state will be the SSDA₀ that Lewis may use to adjust its Pondage rights for the duration of the subsequent Fixed Flow period.

Power Services shall also declare whether there is an expectation of Elective Spill during TOP LLH and/or Elective Spill during TOP HLH.

9(b) Operating Constraints

Power Services shall provide to Lewis changes to current Operating Constraints and the imposition of new Operating Constraints, as they become known to Power Services, which could impact the current and future generating capability of the Slice System. The Operating Constraints may be listed in terms of discharge, energy, or any other unit that is appropriate to convey the constraint.

9(c) Slice System Actual Information Provided By Power Services

Power Services shall provide Lewis with the following information at the times specified. In the event that actual information is not available, Power Services shall substitute its best available estimate of such information for such missing data and indicate to Lewis that the data is based on best available information. Lewis shall accept such estimates and the risk of reliance upon such estimates:

9(c)(1) SSSE, SSDA, and the Grand Coulee elevation as of midnight the previous day, as well as the ANSSG for the previous day, assuming no Elective Spill for such calculations, by 0800 hours PPT each day, and

9(c)(2) Lewis’ allocation of Elective Spill, by 1200 hours PPT each Business Day.

9(d) This section intentionally left blank

9(e) This section intentionally left blank

10. WEEKLY CONSTRAINTS

10(a) General

Some Operating Constraints are expressed in terms of Weekly Constraints. If a Weekly Constraint is in effect, Power Services shall provide Lewis with information pursuant to this subsection. To the extent that Power Services is provided with an error margin for the Weekly Constraint with regard to any Operating Constraints, either before or after the fact, Lewis will be entitled to its Slice Percentage share of such error margin in any computation or accounting in this Exhibit O.

10(b) Real-Time Changes

If the nature and/or duration of the flow requirements associated with the Weekly Constraints described above change, Power Services shall provide Lewis with the necessary data for operating, consistent with such revised Weekly Constraints. Power Services shall provide to Lewis such data necessary to calculate the operational limits applicable to Lewis. Lewis shall adjust its operation for the remainder of the week to conform to the revised Weekly Constraint.

11. THIS SECTION INTENTIONALLY LEFT BLANK

12. THIS SECTION INTENTIONALLY LEFT BLANK

13. SCHEDULING REQUIREMENTS

Lewis shall schedule its Slice Output Energy in accordance with this section 13 and all sections of Exhibit F, except sections 3.2, 3.4.1, and 4.1.

13(a) Prescheduling

Schedules submitted after the Power Services prescheduling timeframe set forth in section 2.1 of Exhibit F will be accepted on a best efforts basis up to the time that the preschedule checkout process has been completed for that preschedule day by Power Services.

13(b) This section intentionally left blank.

13(c) Scheduling Energy by Resource Groups

Lewis shall separately distribute its request for energy between the LSN and the rest of the Slice System. Lewis' request for hourly energy from each resource group shall observe the limits for hourly maximum generation, maximum generation over the TOP HLH, and the hourly rate of change for such resource groups. Such hourly values will then be combined to be Lewis' request for hourly energy.

13(d) Preschedule Limits

Preschedules submitted by Lewis shall comply with all applicable requirements as set forth in this Exhibit O.

14. REVISIONS

Not less than 30 days prior to implementing this Exhibit O, BPA and Lewis shall review and revise, if necessary, the provisions herein using the procedures set forth in section 5.12 of the body of this Agreement.

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Exhibit P
SLICE COMPUTER APPLICATION DEVELOPMENT SCHEDULE

1. SLICE COMPUTER APPLICATION DEVELOPMENT SCHEDULE

The Following table represents milestones and the associated dates by which BPA intends to meet those milestones during development of the Slice Computer Application.

| Milestone Description | Date |
|---|-------------|
| Publish SCA Requirements Document | 1/30/2009 |
| Project kick-off with Slice Customers | 2/3/2009 |
| Review of SCA Requirements Document Complete | 3/2/2009 |
| Publish Simulator Requirements Document | 6/1/2009 |
| Publish BOS and Reporting module Requirements Document | 8/1/2009 |
| Publish Customer Facing Web Service Design Specification | 10/1/2009 |
| Begin Prototype Simulator Testing | 4/1/2010 |
| Publish Draft Simulator Specification | 6/1/2010 |
| “Performance Test Ready” version of Simulator Complete | 8/1/2010 |
| Performance Test Complete | 10/31/2010 |
| Publish Simulator Specification | 1/15/2011 |
| Begin Customer application integration testing with Customer facing Web Service | 1/15/2011 |
| Publish Functionality Test Procedures | 4/15/2011 |
| Functionality Test Complete | 7/1/2011 |
| Begin Customer Training and Testing of SCA | 7/1/2011 |
| SCA “Go-Live” | 10/1/2011 |

2. REVISIONS

The timelines represented in the table above are non-binding, pursuant to section 5.11 of the body of this Agreement, and are subject to change. BPA shall revise this Exhibit P as needed to reflect significant changes.

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Exhibit Q
DETERMINATION OF INITIAL SLICE PERCENTAGE

1. DEFINITIONS

The following definitions apply only to this Exhibit Q.

- 1.1 “Additional Slice Amount” means the additional portion of the Base Critical Slice Amount that Lewis elects to purchase from BPA as determined in section 3 of this exhibit, rounded to a 5 digit decimal annual aMW value.
- 1.2 “Base Tier 1 System Capability” means Tier 1 System Capability that is deemed equal to 7,400 aMW.
- 1.3 “Base Critical Slice Amount” means 2,000 annual aMW, which represents the Base Slice Percentage multiplied by the Base Tier 1 System Capability.
- 1.4 “Base Slice Percentage” means 27.027 percent.
- 1.5 “Combined Maximum Additional Slice Amount” means the sum of all of the Maximum Additional Slice Amounts of those Eligible Slice Customers that have notified BPA, in accordance with section 3.2 of this exhibit, of their elections to participate in the allocation of Unsold Slice Amount under section 3.3 of this exhibit.
- 1.6 “Eligible Slice Customers” means those Initial Slice Customers whose Maximum Additional Slice Amount is equal to or greater than one aMW.
- 1.7 “Initial Slice Customers” means those Slice Customers that hold an executed Slice/Block Power Sales Agreement as of January 1, 2011.
- 1.8 “Maximum Additional Slice Amount” means the maximum additional portion of the Base Critical Slice Amount that Lewis may elect to purchase from BPA, as determined in section 3.1 of this exhibit, rounded to an integer annual aMW value.
- 1.9 “Maximum Slice Amount” means the maximum portion of the Base Critical Slice Amount that Lewis may request from BPA as part of the Initial Slice Percentage computation, and is equal to Lewis’ Slice Percentage Determination Requirements Load multiplied by 0.7, expressed as an integer annual aMW value. Lewis’ Maximum Slice Amount is: 104.4 aMW
- 1.10 “Preliminary Slice Amount” means the integer annual aMW value that is equal to Lewis’ Preliminary Slice Percentage, as set forth in Exhibit J section 1, multiplied by the Base Tier 1 System Capability.
- 1.11 “Slice Percentage Determination Requirements Load” means a forecast amount of Lewis’ requirements load that is used only in the determination of Lewis’ Preliminary Slice Percentage and Initial Slice Percentage. Lewis’ Slice Percentage Determination Requirements Load is: 149.2 aMW

- 1.12 "Unsold Slice Amount" means that portion of the Base Critical Slice Amount that remains unsold, as computed in section 2.2 of this exhibit, rounded to an integer annual aMW value.
- 1.13 "Unsold Slice Percentage" means the percentage, if any, determined pursuant section 2.1 of this exhibit, expressed as a three decimal digit percentage.

2. DETERMINATION OF UNSOLD SLICE AMOUNT

No later than January 30, 2011, BPA shall determine the Unsold Slice Amount, using the procedure below.

2.1 Compute Unsold Slice Percentage

The Unsold Slice Percentage shall be equal to: (1) the Base Slice Percentage minus (2) the sum of the Preliminary Slice Percentages for all Initial Slice Customers.

2.2 Compute Unsold Slice Amount

The Unsold Slice Amount shall be equal to the Base Tier 1 System Capability multiplied by the Unsold Slice Percentage, expressed as an integer aMW value.

2.3 Unsold Slice Amount Less Than One aMW

If the Unsold Slice Amount is less than one aMW, then BPA shall notify Lewis no later than January 30, 2011, that there shall be no allocation of the Unsold Slice Amount and that Lewis' Initial Slice Percentage shall be as determined pursuant to section 4.1 of this exhibit.

2.4 Unsold Slice Amount Equal To or Greater Than One aMW

If the Unsold Slice Amount is equal to or greater than one aMW, then BPA shall provide written notice to Lewis no later than January 30, 2011 of the Unsold Slice Amount available for allocation. The Unsold Slice Amount shall be allocated pursuant to section 3 of this exhibit.

3. ALLOCATION PROCEDURES FOR UNSOLD AMOUNTS OF SLICE

No later than February 15, 2011, BPA shall make available to Initial Slice Customers the Unsold Slice Amount using the procedure below.

3.1 Compute Maximum Additional Slice Amount

Lewis' Maximum Additional Slice Amount shall be equal to its Maximum Slice Amount minus its Preliminary Slice Amount, rounded to an integer annual aMW value.

3.1.1 Maximum Additional Slice Amount Less Than One aMW

If Lewis' Maximum Additional Slice Amount is less than one aMW, then Lewis shall receive no allocation of the Unsold Slice Amount, and Lewis' Initial Slice Percentage shall be determined pursuant to section 4.2 of this exhibit.

3.1.2 Maximum Additional Slice Amount Equal To or Greater Than One aMW

If Lewis' Maximum Additional Slice Amount is equal to or greater than one aMW, Lewis shall be eligible to participate in the allocation of any Unsold Slice Amount as set forth in sections 3.2 and 3.3 of this exhibit.

3.2 Slice Customers Determine Allocation of Unsold Slice Amounts Among Themselves

Lewis, if it is an Eligible Slice Customer, shall make a good faith effort, working with the other Eligible Slice Customers, to determine, no later than March 1, 2011, an allocation of the Unsold Slice Amount, such that the sum of all Eligible Slice Customers' Additional Slice Amounts is less than or equal to the Unsold Slice Amount.

If the Eligible Slice Customers agree upon an allocation of the Unsold Slice Amount that conforms with the above limitation, then they shall submit the Additional Slice Amounts in a letter to BPA no later than March 1, 2011, signed by all Eligible Slice Customers, that sets out the name and Additional Slice Amount for each Eligible Slice Customer. Lewis' Initial Slice Percentage shall then be determined pursuant to section 4.5 of this exhibit.

If the Eligible Slice Customers are unable to agree by March 1, 2011 on an allocation of the Unsold Slice Amount, then Lewis shall provide written notification to BPA no later than March 8, 2011 that it elects to, or elects not to, participate in BPA's determination of Additional Slice Amounts, pursuant to section 3.3 of this exhibit. If Lewis elects not to participate in BPA's allocation of the Unsold Slice Amount, or fails to provide written notification to BPA of its election no later than March 8, 2011, then Lewis' Initial Slice Percentage shall be determined pursuant to section 4.4 of this exhibit.

3.3 BPA's Allocation of Unsold Slice Amount

BPA shall allocate the Unsold Slice Amount, as set forth in the procedure below, for each Eligible Slice Customer that has provided written notice on or before March 8, 2011 of its election to participate in such allocation.

3.3.1 Compute Additional Slice Amount

Lewis' Additional Slice Amount shall be equal to its Maximum Additional Slice Amount multiplied by the ratio determined by dividing: (1) the Unsold Slice Amount by (2) the Combined Maximum Additional Slice Amount.

3.3.2 Additional Slice Amount is Less Than or Equal to Zero

If Lewis' Additional Slice Amount is less than or equal to zero, then Lewis shall receive no allocation of Unsold Slice Amount under this section 3.3, and Lewis' Initial Slice Percentage shall be determined pursuant to section 4.3 of this exhibit.

3.3.3 Additional Slice Amount is Greater Than Zero

If Lewis' Additional Slice Amount is greater than zero then Lewis' Initial Slice Percentage shall be determined pursuant to section 4.5 of this exhibit.

4. DETERMINATION OF INITIAL SLICE PERCENTAGE

No later than April 15, 2011, BPA shall determine Lewis' Initial Slice Percentage pursuant to the applicable procedure below. Lewis' Initial Slice Percentage so determined, shall be entered into section 2 of Exhibit J.

4.1 Determination of Initial Slice Percentage when Unsold Slice Amount Less Than One

If the Unsold Slice Amount is less than one aMW, then BPA shall set Lewis' Initial Slice Percentage equal to Lewis' Preliminary Slice Percentage.

4.2 Determination of Initial Slice Percentage when Maximum Additional Slice Amount Less Than One

If Lewis' Maximum Additional Slice Amount is less than one aMW, then BPA shall set Lewis' Initial Slice Percentage equal to Lewis' Preliminary Slice Percentage.

4.3 Determination of Initial Slice Percentage when Additional Slice Amount Less Than or Equal To Zero

If Lewis' Additional Slice Amount is less than or equal to zero, then BPA shall set Lewis' Initial Slice Percentage equal to Lewis' Preliminary Slice Percentage.

4.4 Determination of Initial Slice Percentage when Lewis Elects Not to Participate in Allocation of Unsold Slice Amount

If Lewis elects, or is deemed under section 3.2 of this exhibit to have elected, not to participate in an allocation of Unsold Slice Amounts, then BPA shall set Lewis' Initial Slice Percentage equal to Lewis' Preliminary Slice Percentage.

4.5 Determination of Initial Slice Percentage when Eligible Slice Customers Agree on Allocation of Unsold Slice Amount

If the Eligible Slice Customers deliver a letter to BPA on or before March 1, 2011, in accordance with section 3.2 of this exhibit, then Lewis' Initial Slice Percentage shall be equal to: (1) the sum of Lewis' Preliminary Slice Amount plus Lewis' Additional Slice Amount as specified in the letter, divided by (2) the Base Tier 1 System Capability, expressed as a five decimal percentage.

4.6 Determination of Initial Slice Percentage when BPA Allocates Additional Slice Amounts Greater Than Zero

If Lewis' Additional Slice Amount, as determined by BPA pursuant to section 3.3 of this exhibit, is greater than zero, then Lewis' Initial Slice Percentage shall be equal to: (1) the sum of Lewis' Preliminary Slice Amount

plus Lewis' Additional Slice Amount, divided by (2) the Base Tier 1 System Capability, expressed as a five decimal percentage.

5. REVISIONS

Revisions to this Exhibit Q shall be by mutual agreement of the Parties.

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