

**EXH. BDM-45C
DOCKETS UE-240004/UG-240005 et al.
2024 PSE GENERAL RATE CASE
WITNESS: BRENNAN D. MUELLER**

**BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

**WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,**

Complainant,

v.

PUGET SOUND ENERGY,

Respondent.

**Docket UE-240004
Docket UG-240005
(consolidated)**

In the Matter of the Petition of

PUGET SOUND ENERGY

**For an Accounting Order Authorizing
deferred accounting treatment of
purchased power agreement expenses
pursuant to RCW 80.28.410**

**Docket UE 230810
(consolidated)**

**TWENTY-SECOND EXHIBIT (CONFIDENTIAL) TO
THE PREFILED REBUTTAL TESTIMONY OF**

BRENNAN D. MUELLER

ON BEHALF OF PUGET SOUND ENERGY

**SHADED INFORMATION IS DESIGNATED AS
CONFIDENTIAL PER PROTECTIVE ORDER IN DOCKETS
UE-240004/UG-240005 ET AL.**

SEPTEMBER 18, 2024

REDACTED VERSION

**CONTRACT
FOR
OPEN-MARKET SALE OF PRIEST RAPIDS PROJECT
POWER**

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**CONTRACT
FOR
OPEN-MARKET SALE OF PRIEST RAPIDS PROJECT POWER**

Executed by
**PUBLIC UTILITY DISTRICT NO. 2
OF GRANT COUNTY, WASHINGTON**
And
PUGET SOUND ENERGY, INC.

This contract is entered into as of [REDACTED] between Public Utility District No. 2 of Grant County, Washington (the "District"), a municipal corporation of the State of Washington, and Puget Sound Energy, Inc (the "Purchaser"), a corporation organized and existing under the laws of Washington. The District and the Purchaser are referred to as a "Party" and collectively as "Parties."

The District agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the District, a percentage share of the Priest Rapids Project Output upon the terms and subject to the conditions set forth in this Contract.

The Parties, in consideration of the mutual promises and intending to be legally bound, agree as follows:

SECTION 1. TERM OF CONTRACT

Except as otherwise provided herein, this Contract shall be in full force and effect from and after it has been executed by the District and the Purchaser. Unless sooner terminated pursuant to other provisions, this Contract shall remain in effect until the end of HE 2400 (midnight) Pacific Prevailing Time "PPT", December 31, 2025 (the "Term"). Availability of PRPO will begin at the start of HE 0100 PPT, January 1, 2025, and end HE 2400 (midnight) PPT, [REDACTED]. Except as otherwise provided herein, all obligations accruing under this Contract are preserved until satisfied.

SECTION 2. DEFINITIONS

As used in this Contract, the following terms when initially capitalized shall have the following

[REDACTED]

[REDACTED]

"Business Days" shall mean any weekday, Monday through Friday, excluding Federal Reserve Holidays as designated on Exhibit A of this Contract.

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[REDACTED]

[REDACTED]

“Contract” shall mean this CONTRACT FOR OPEN-MARKET SALE OF PRIEST RAPIDS PROJECT POWER, in its entirety.

“Defaulting Party” shall mean the Party who is responsible for an “Event of Default” as defined in Section 16.

[REDACTED]

“FERC” shall mean the Federal Energy Regulatory Commission or its successor.

“FERC License” shall mean the license for the Priest Rapids Project PL 2114 issued by FERC on April 17, 2008, effective April 1, 2008.

[REDACTED]

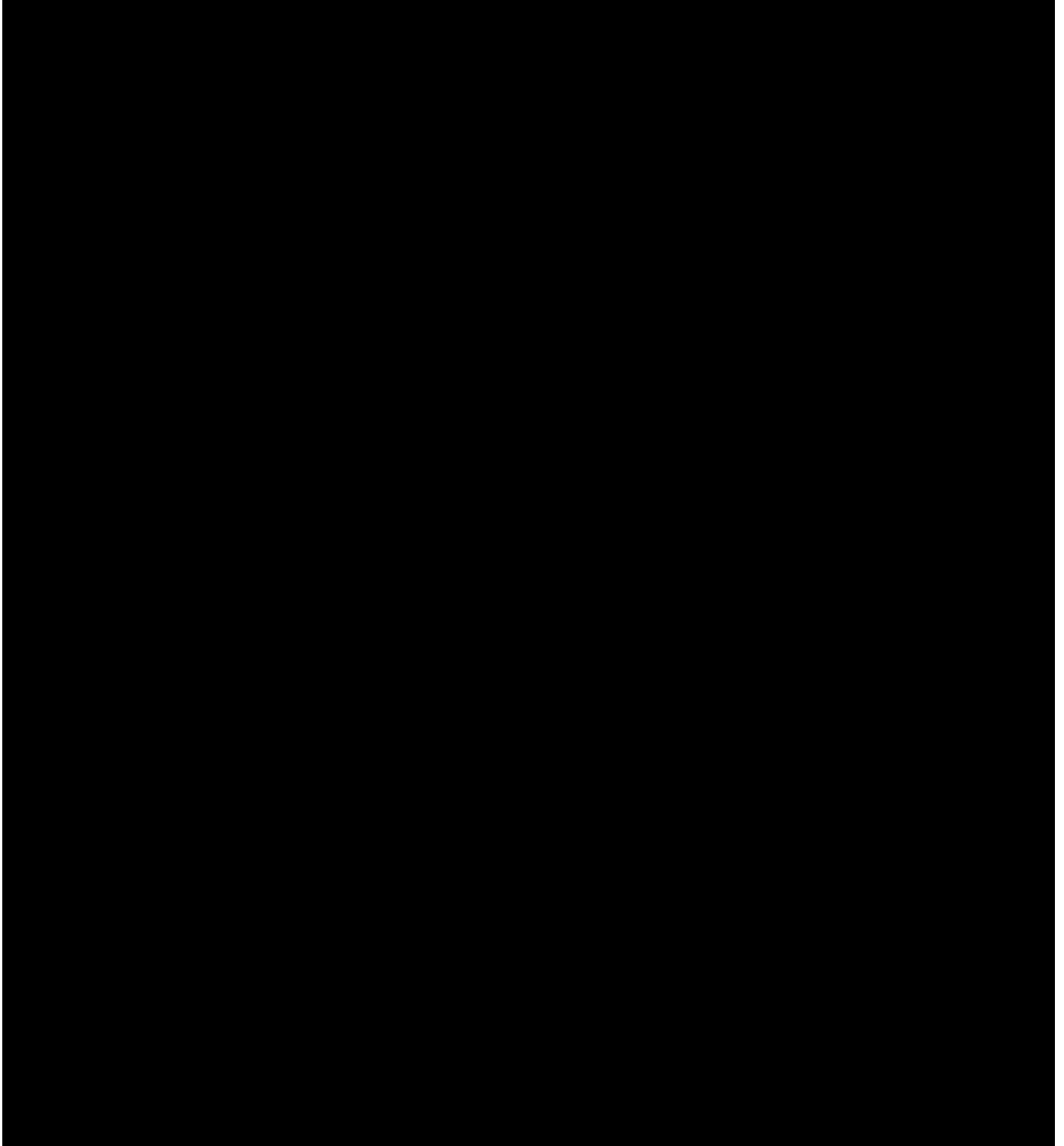
“Guarantor” means the entity providing a guarantee pursuant to a Guaranty Agreement.

“HE” shall mean hour ending.

[REDACTED]

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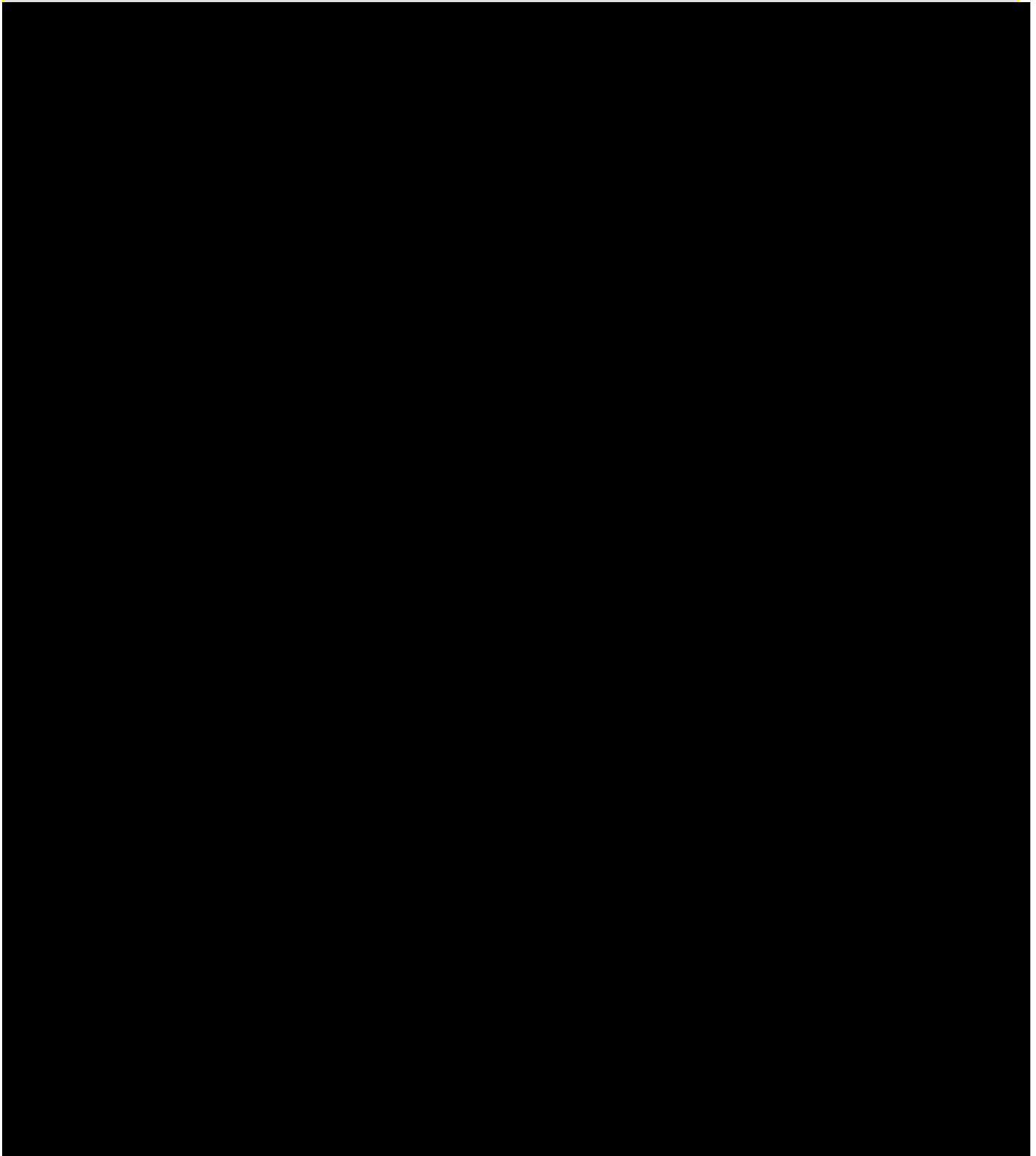
The following terms are defined in the cited sections of this Contract:



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**SECTION 3. PURCHASE AND SALE OF PRIEST RAPIDS PROJECT
OUTPUT/REGULATORY APPROVAL**



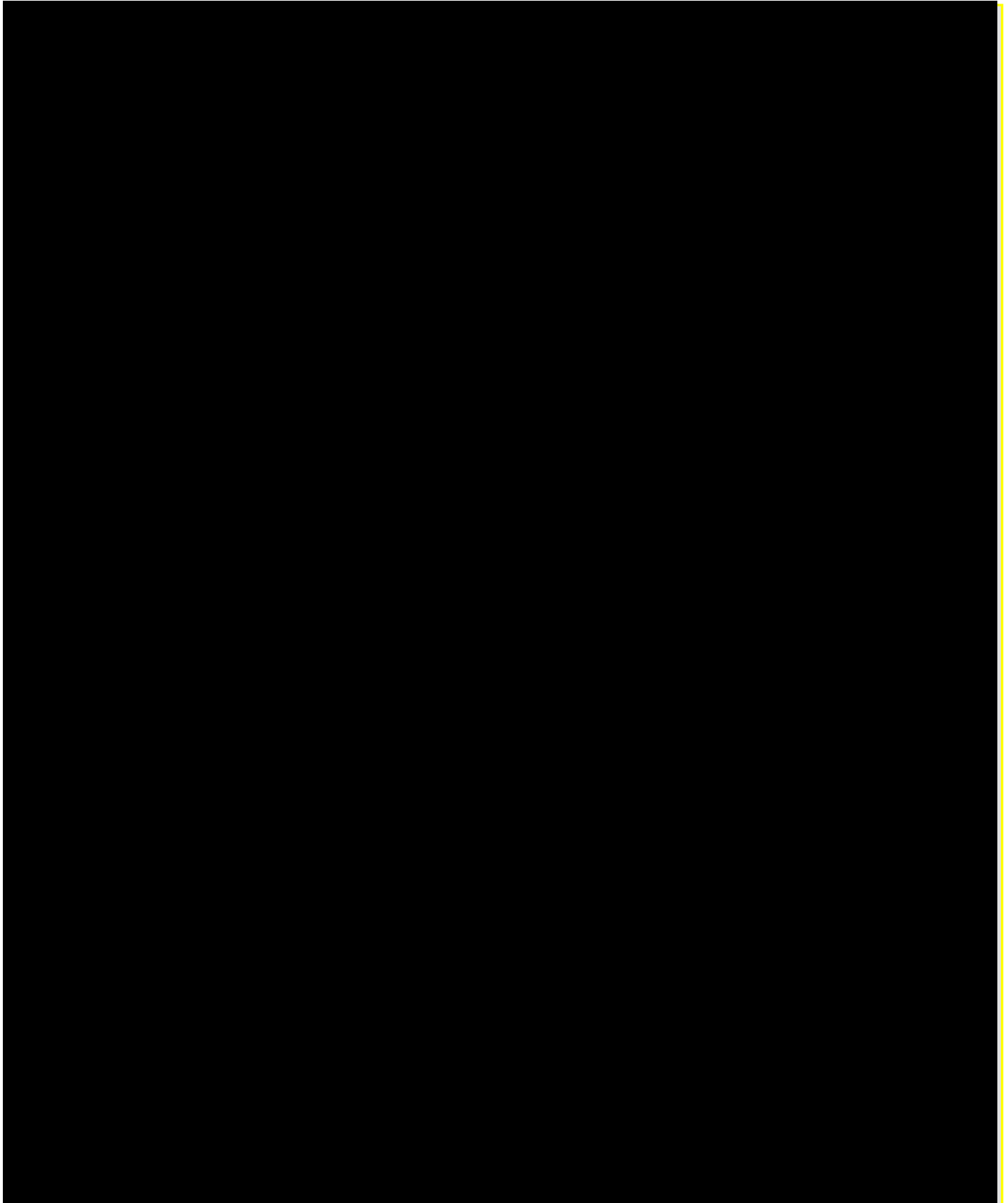
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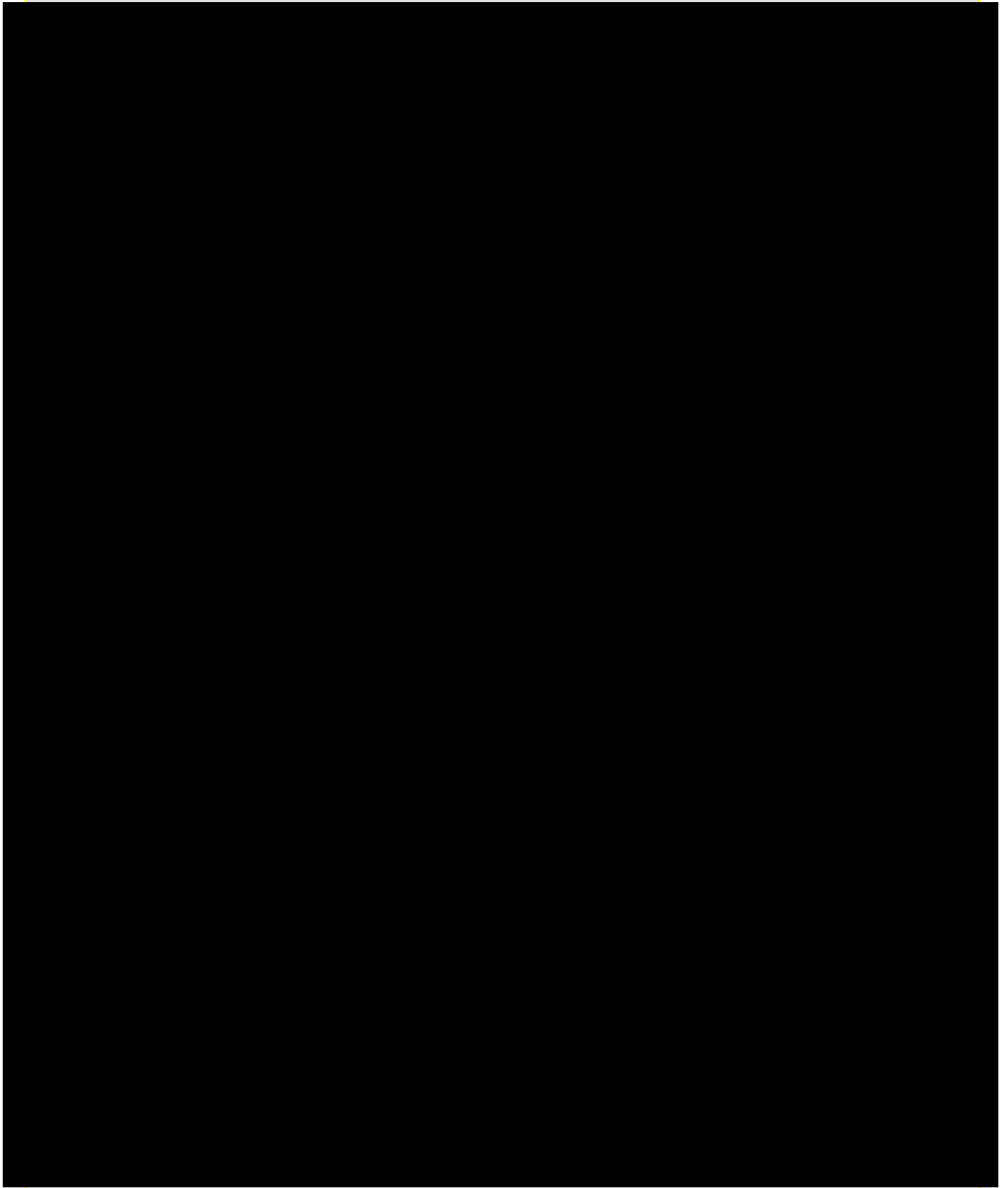
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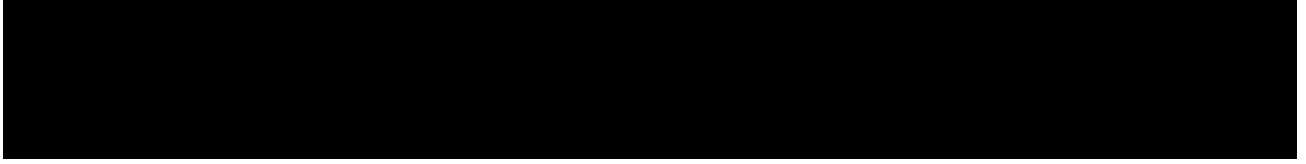
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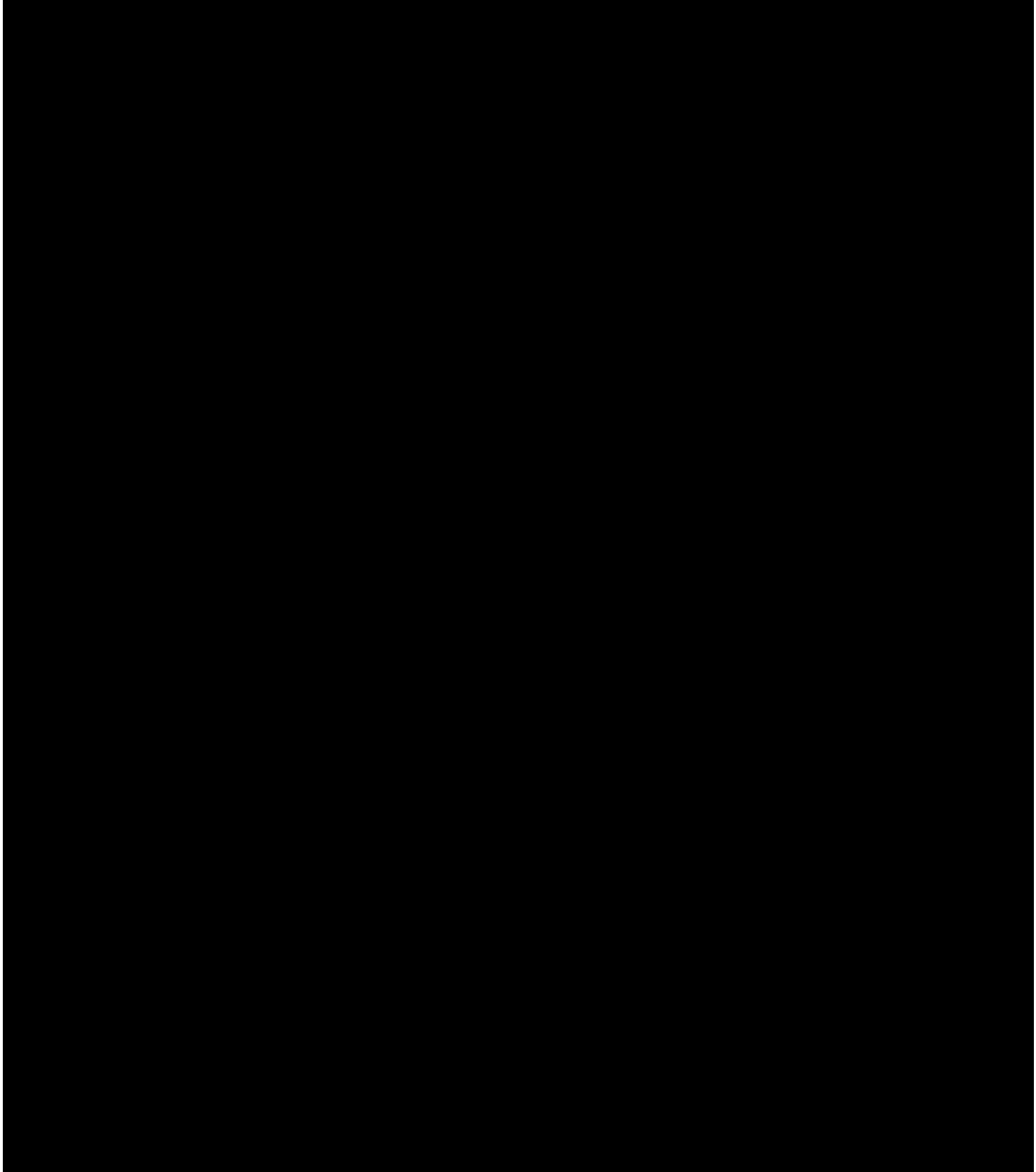
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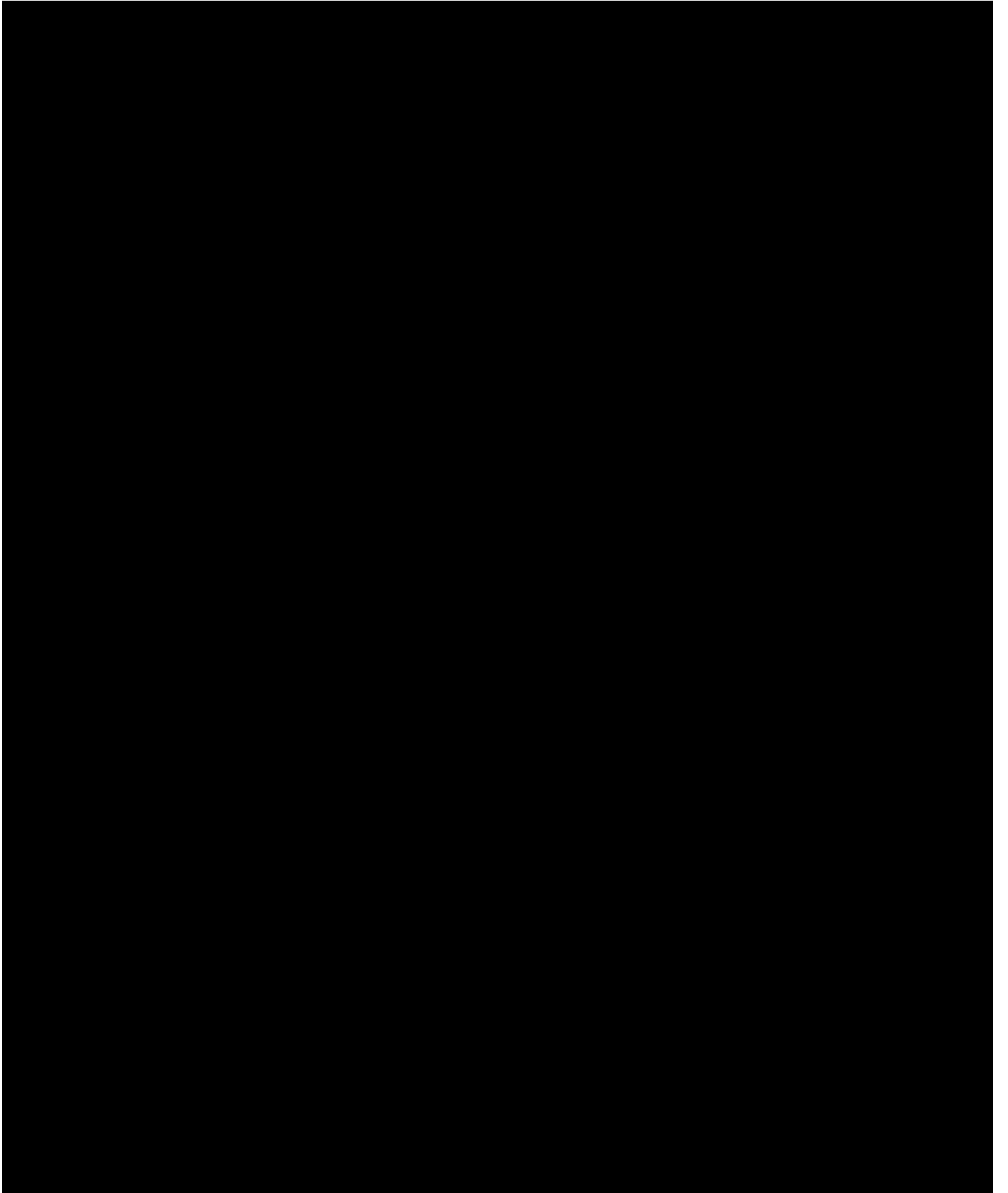
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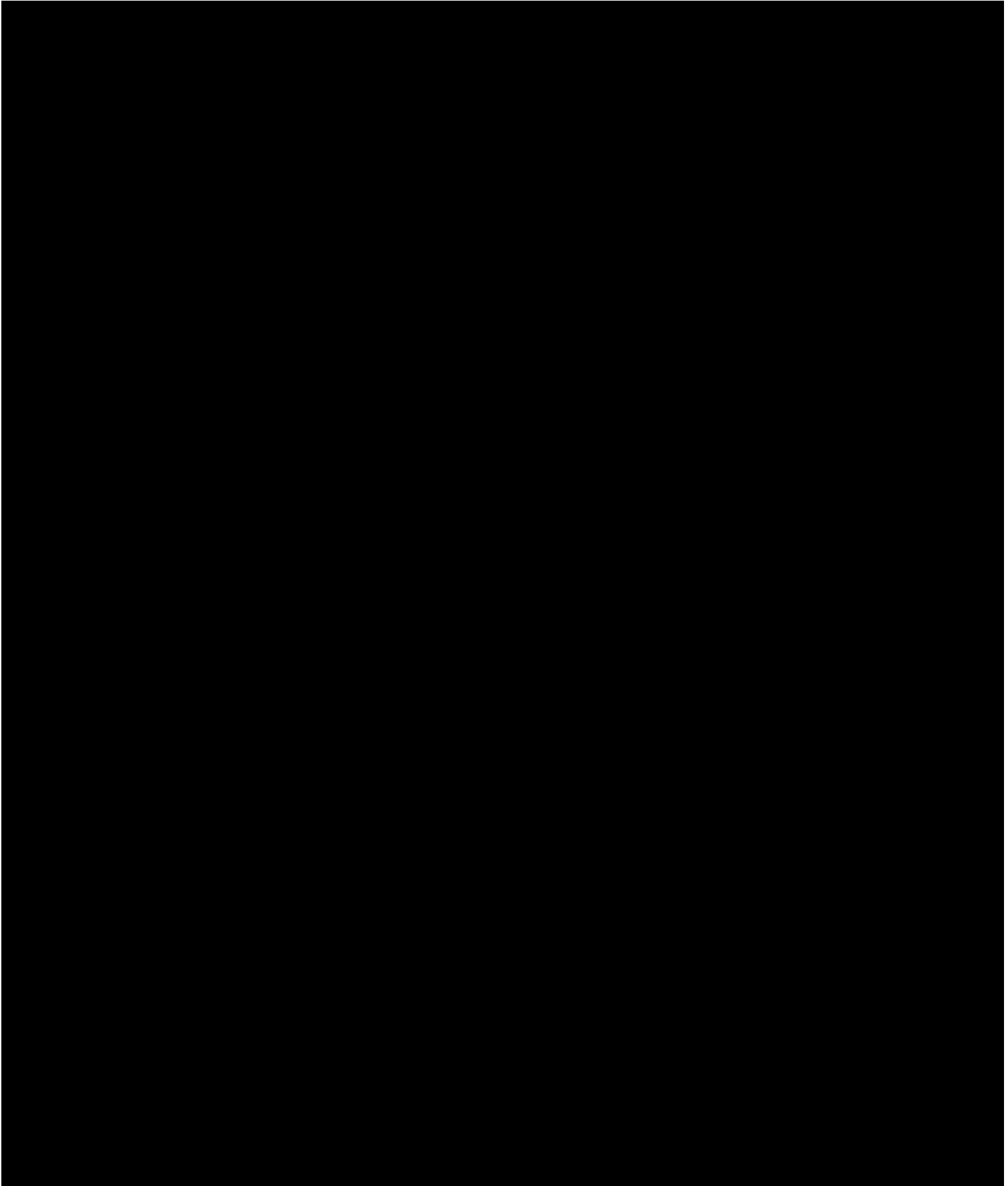
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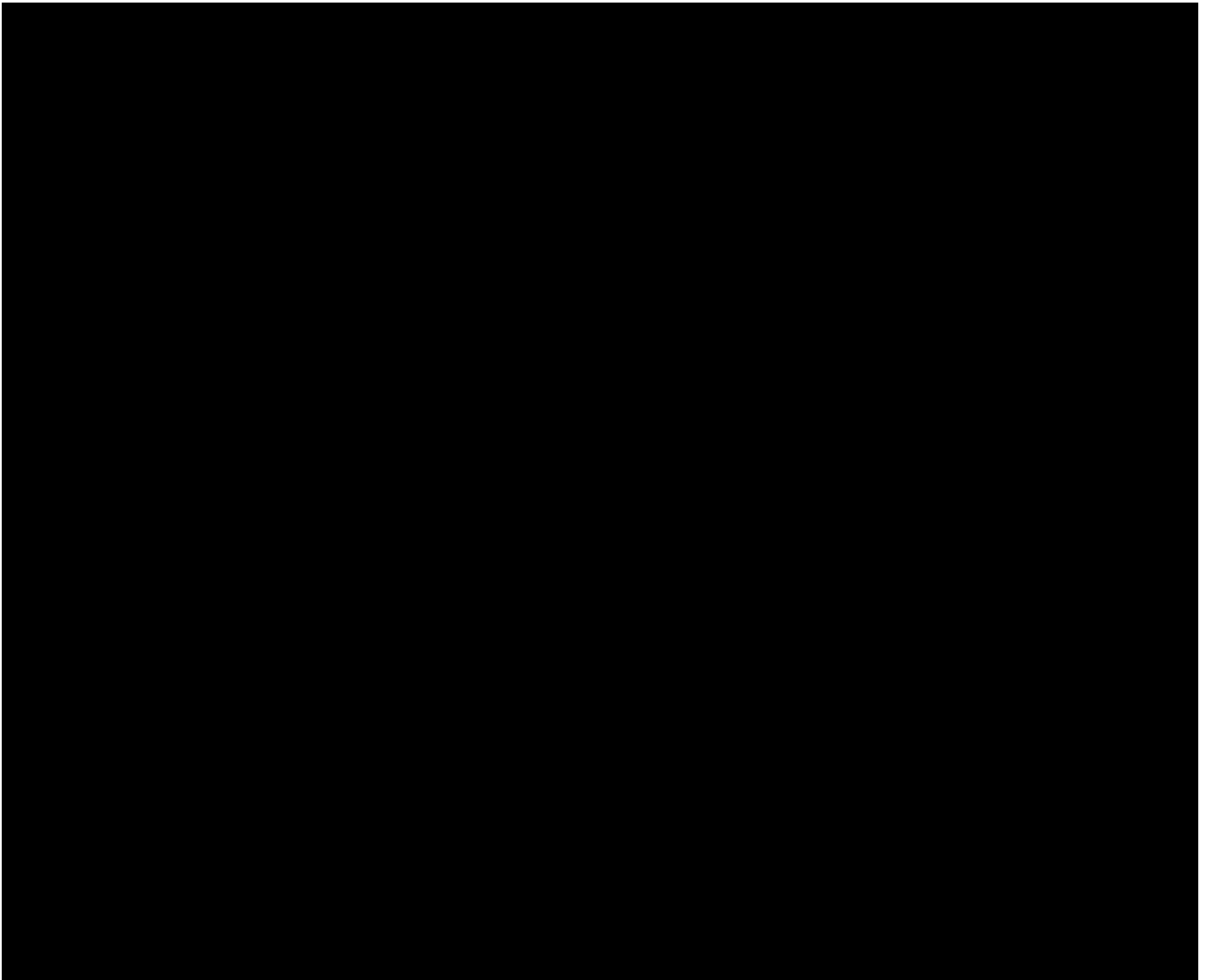


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SECTION 14. GOVERNING LAW.

- (a) The Parties agree that the laws of the State of Washington shall govern this Contract.
- (b) The Purchaser shall ensure that PRPO available to Purchaser under this Contract is not sold, resold, distributed for use or used outside the Pacific Northwest in violation of the Bonneville Project Act, Public Law 75-329, the Pacific Northwest Consumer Power Preference Act, Public Law 88-552, the Regional Act or in contravention of any applicable state or federal law, order, regulation, or policy. If such sales occur in violation of the foregoing, the Purchaser shall reimburse the District for any penalties imposed on and costs incurred by the District as a consequence of such violation. Attached hereto as Exhibit D is a letter from Bonneville Power Administration regarding this subject.

SECTION 15. ASSIGNMENT OF CONTRACT



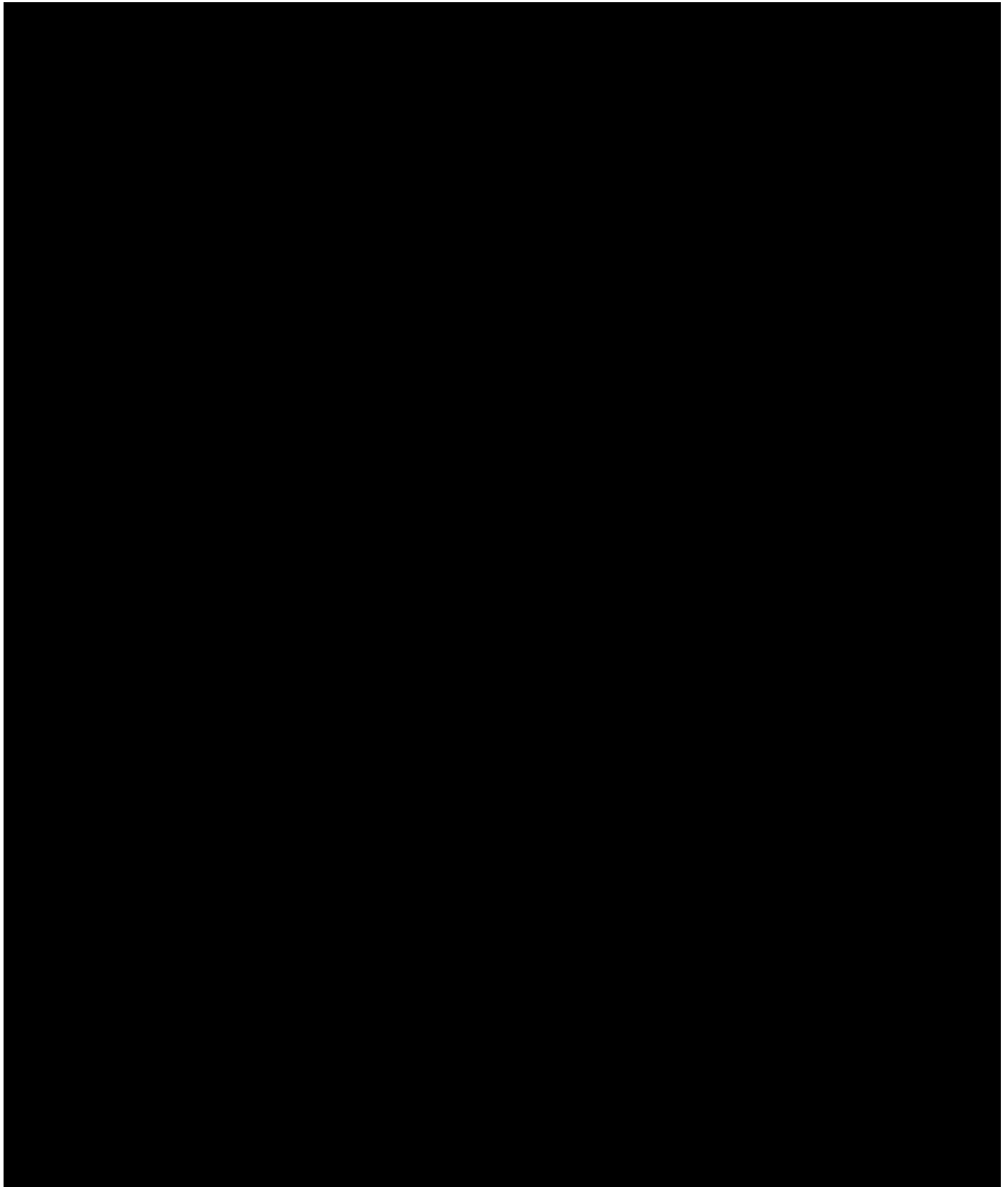
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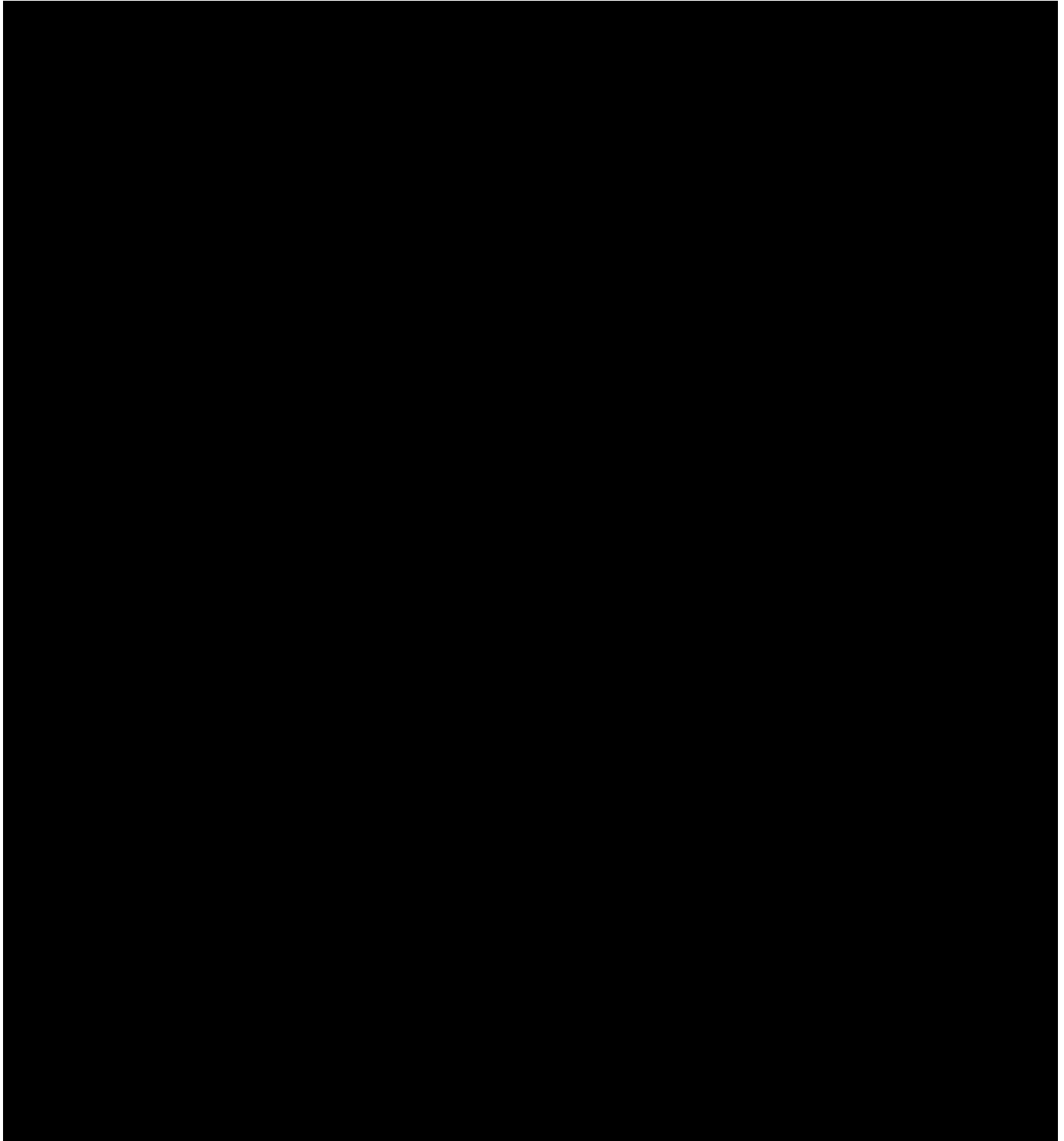
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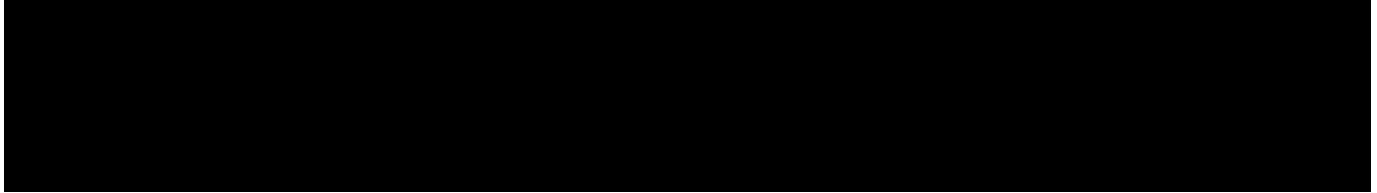
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SECTION 17. INFORMATION REQUIRED FOR CREDIT DETERMINATION



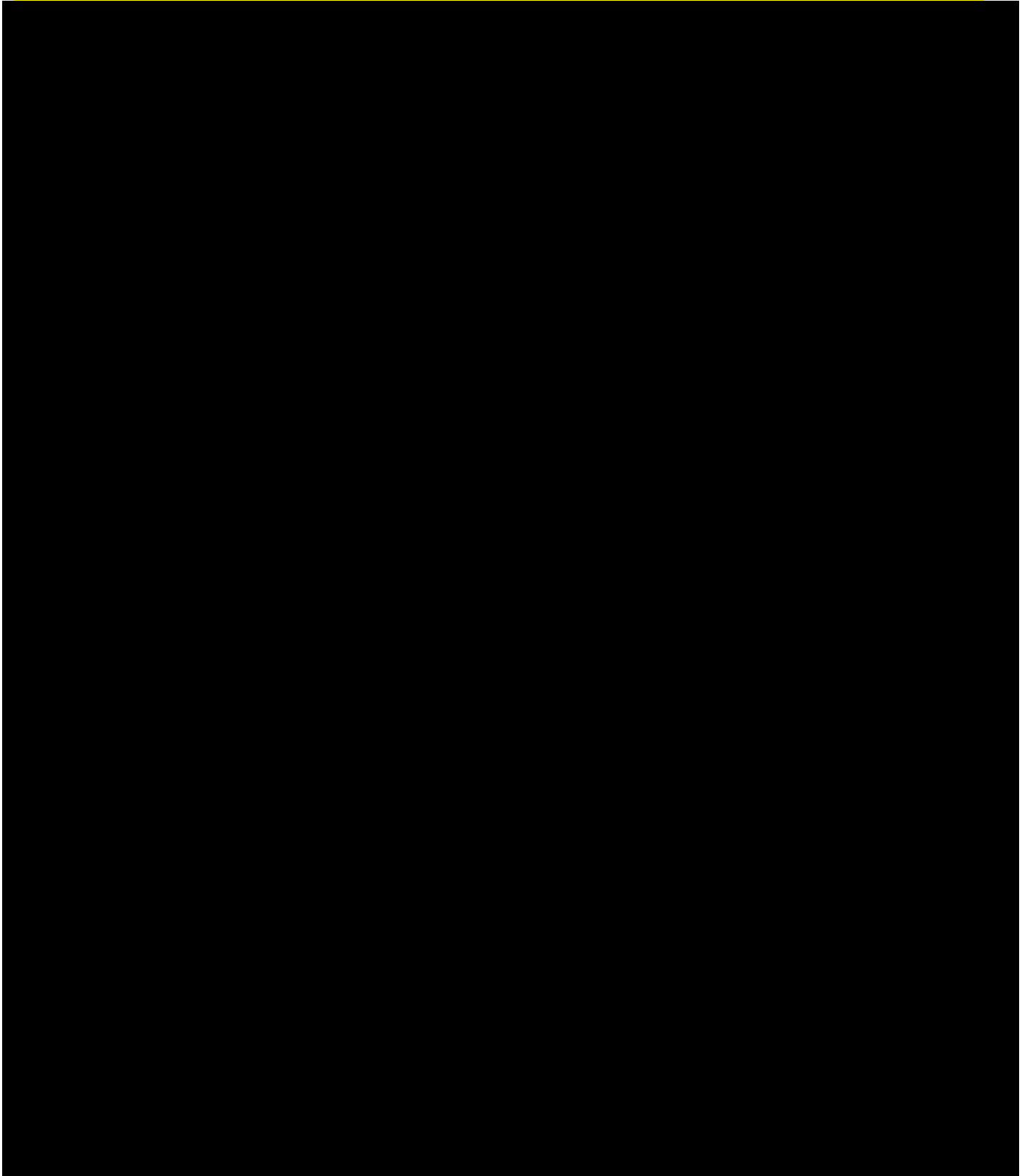
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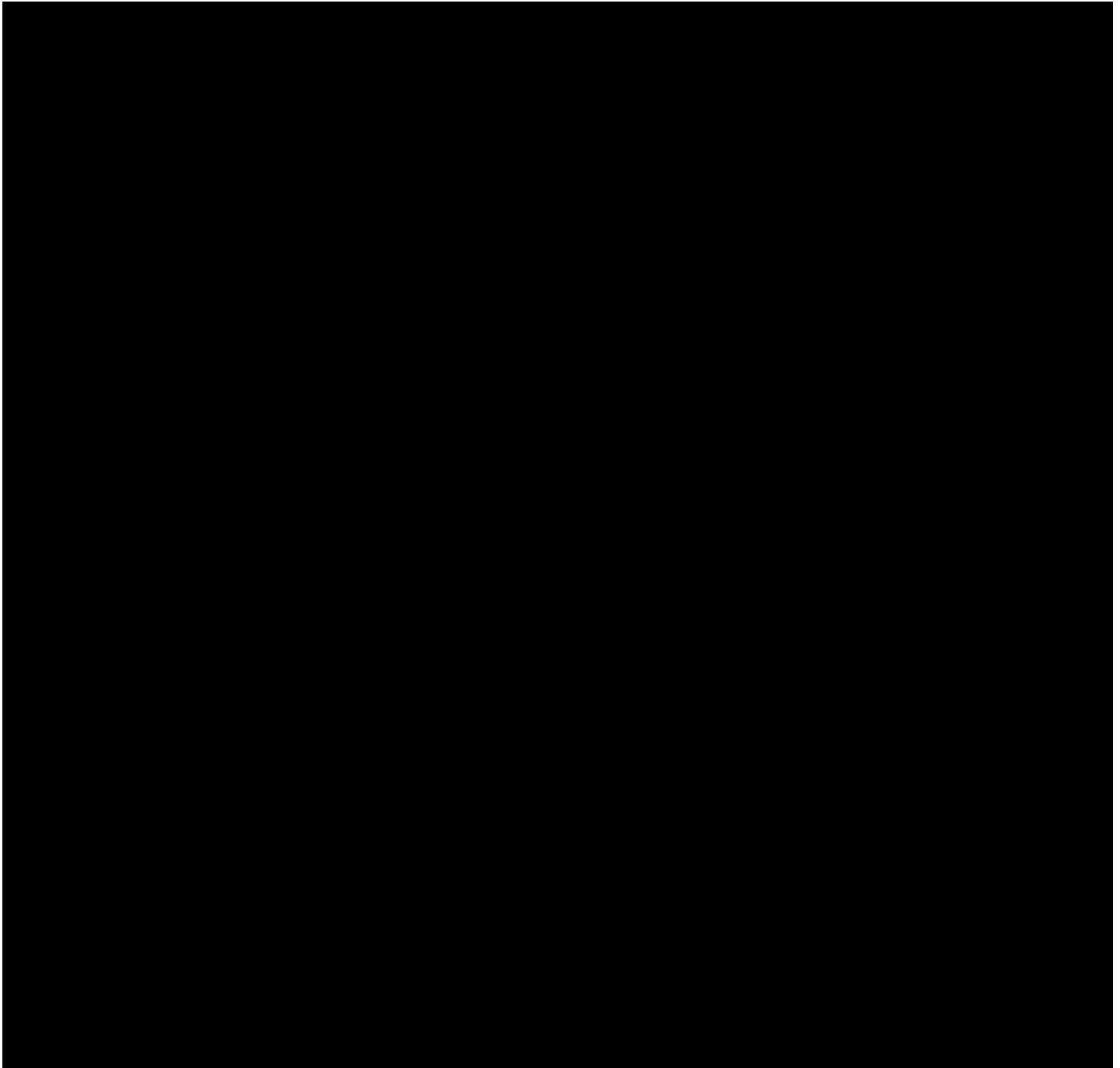
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SECTION 21. HEADINGS

The headings of sections and paragraphs of this Contract are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections and paragraphs.

SECTION 22. ENTIRE AGREEMENT; MODIFICATION; CONFLICT IN



PUBLIC UTILITY DISTRICT NO. 2
OF GRANT COUNTY, WASHINGTON

By: Ty Ehrman
Ty Ehrman (Signature) 2025-05-29 PDF

Title: Chief Customer Officer



PUGET SOUND ENERGY, INC.

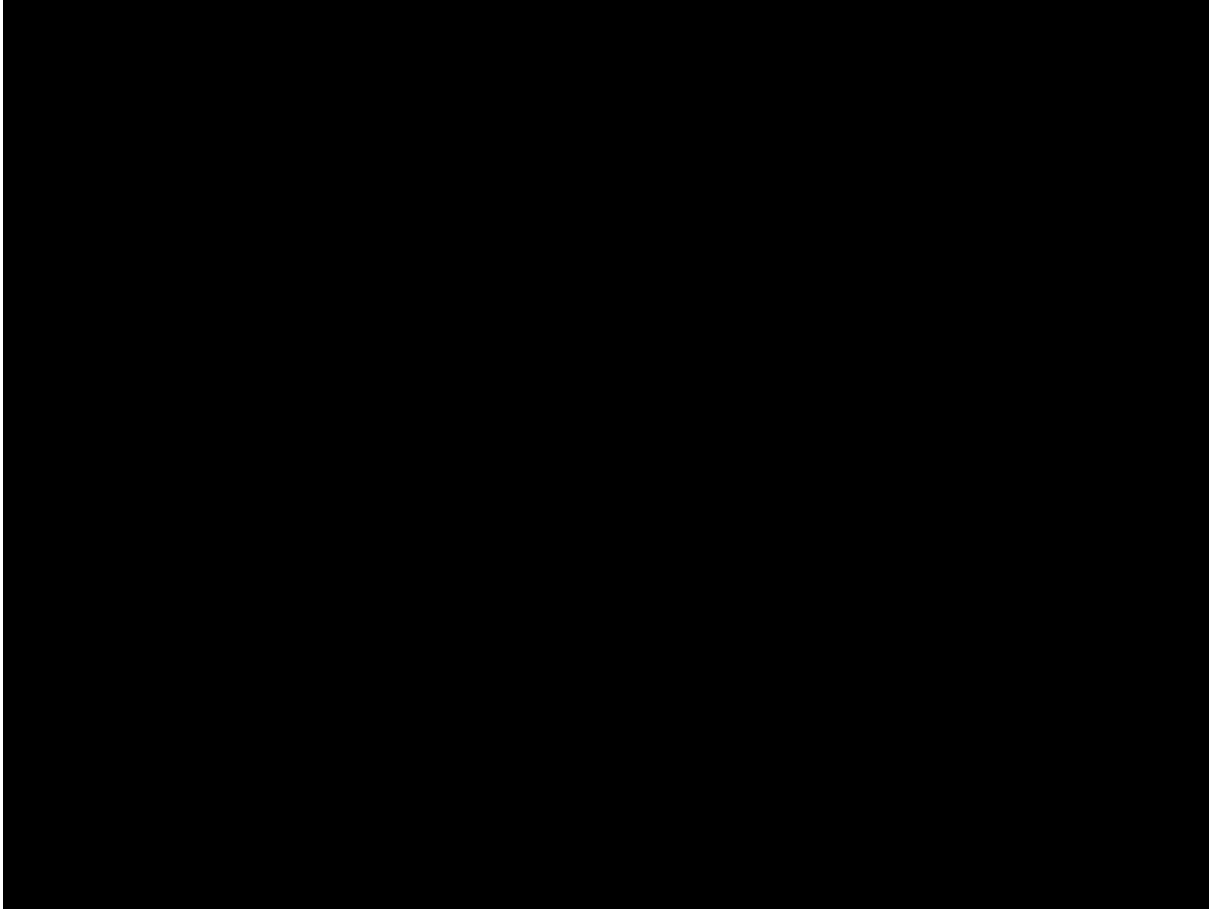
By: [Signature]

Title: Senior Vice President, Energy Supply

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EXHIBIT A

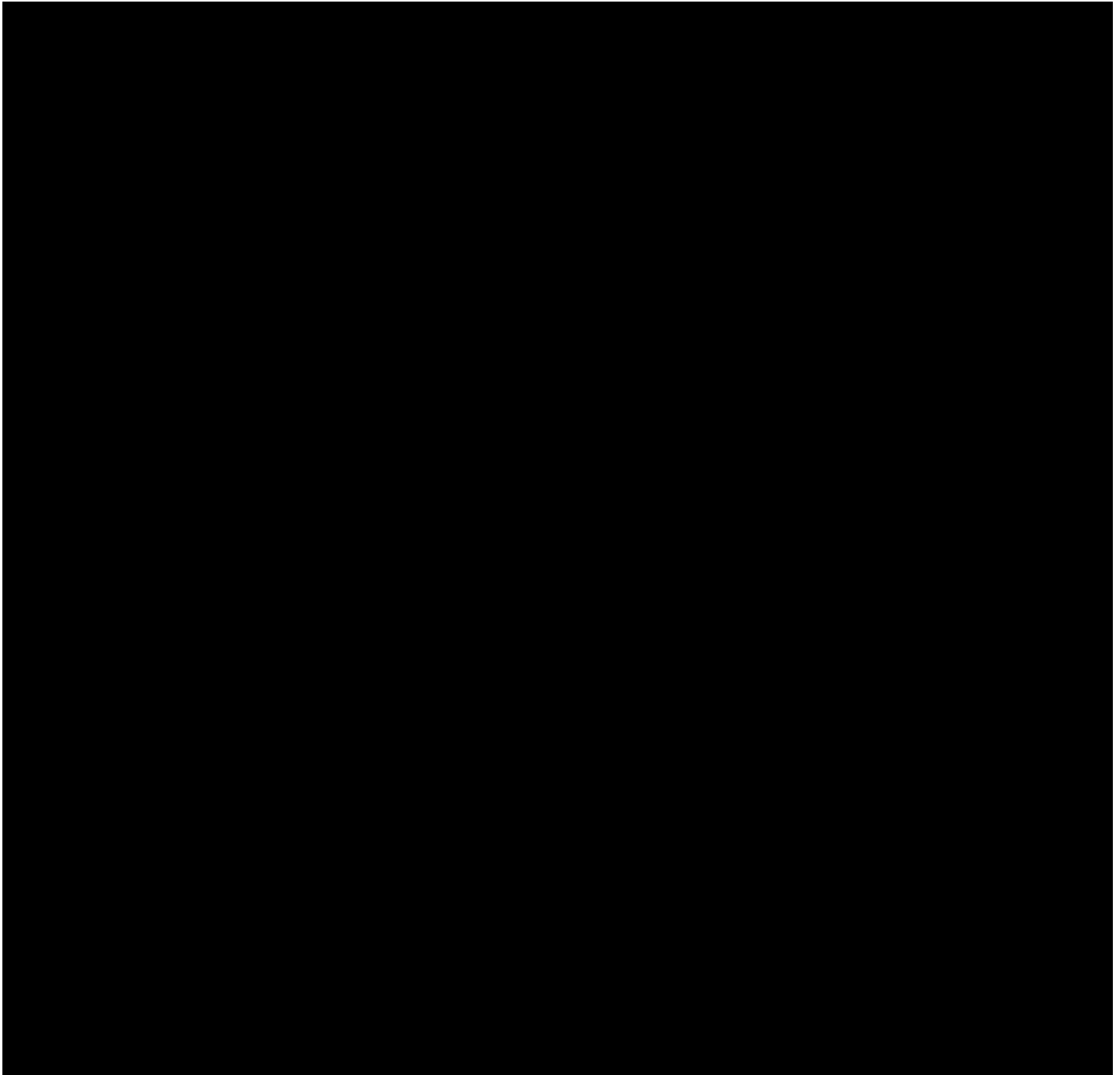


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EXHIBIT B

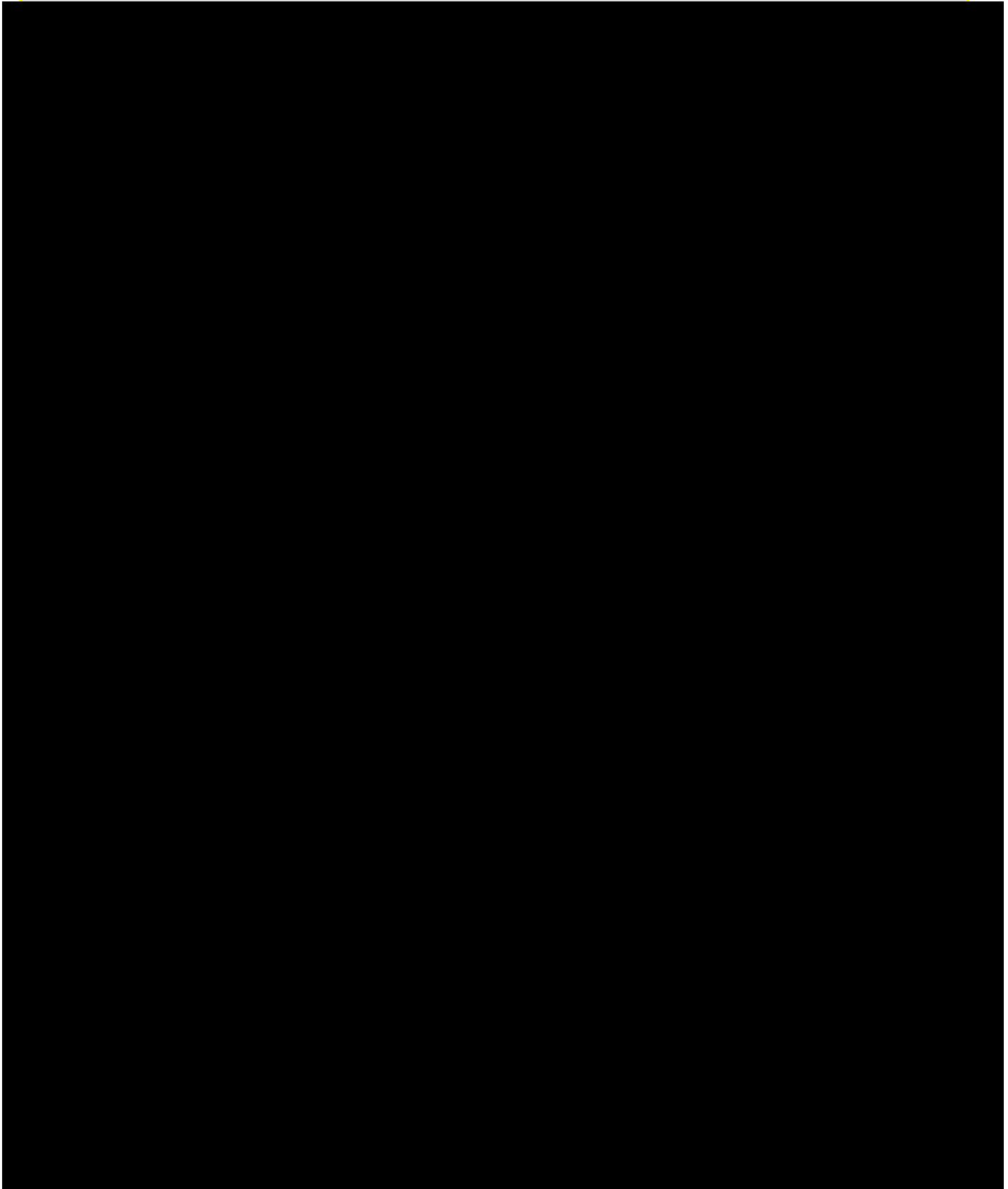
BA Hosting Principles

Balancing Authority (BA):



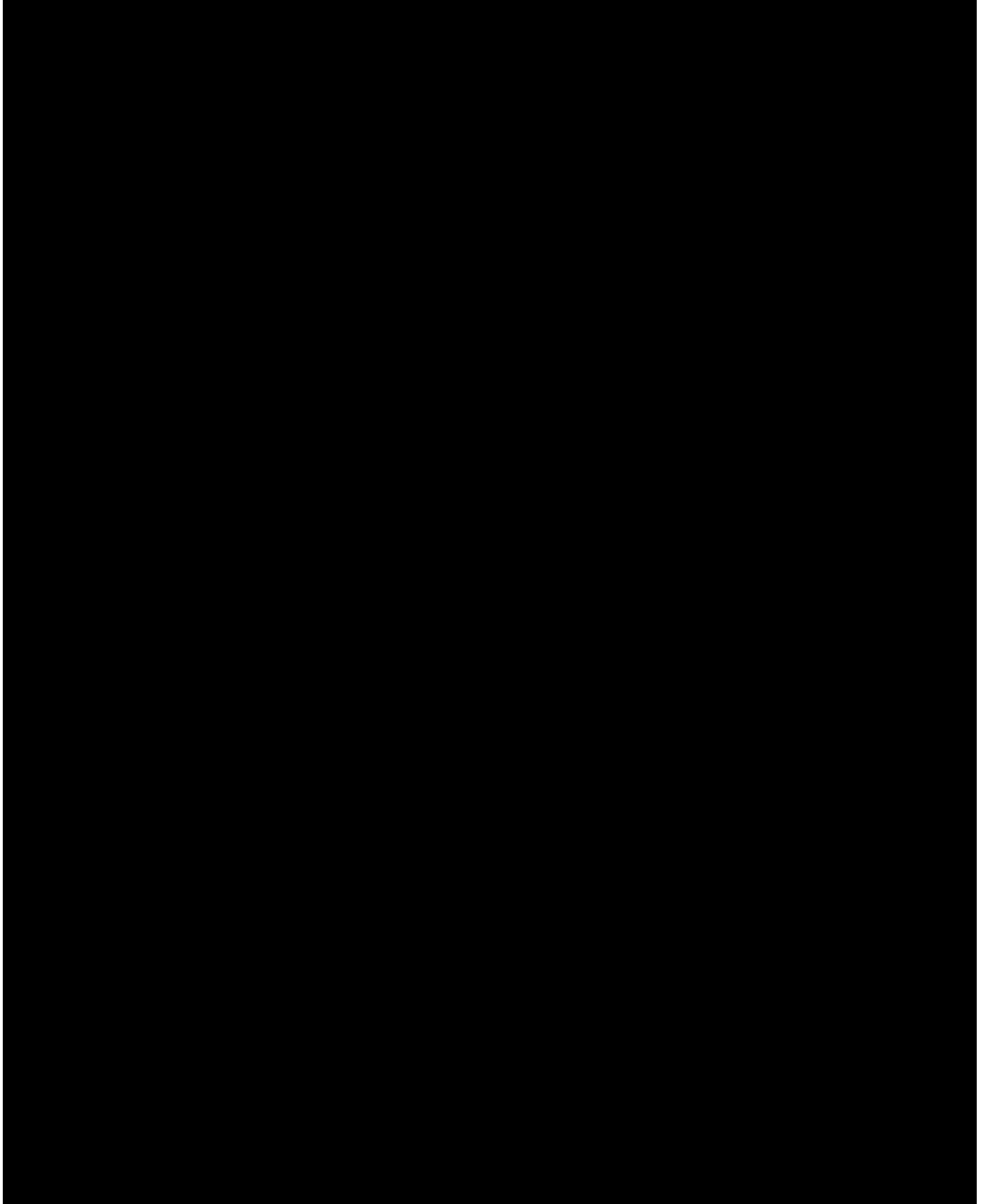
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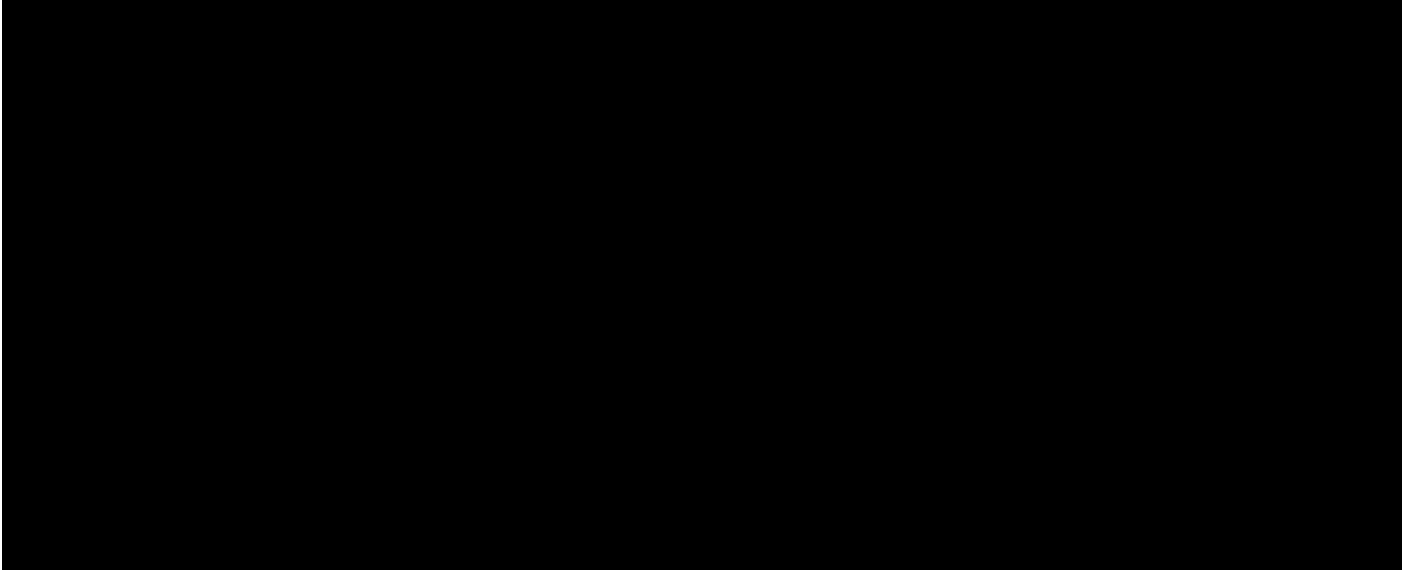
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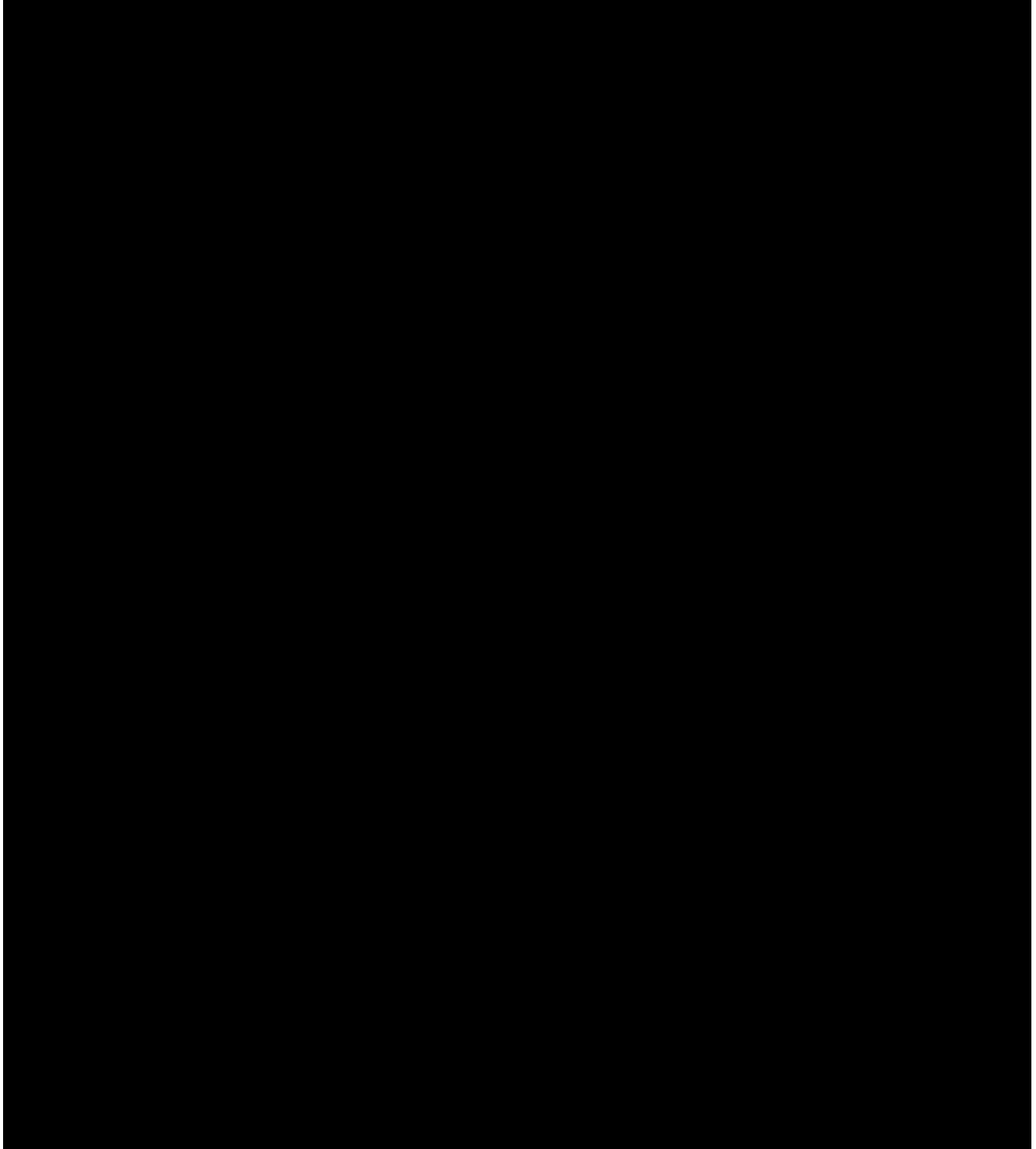
Notice:



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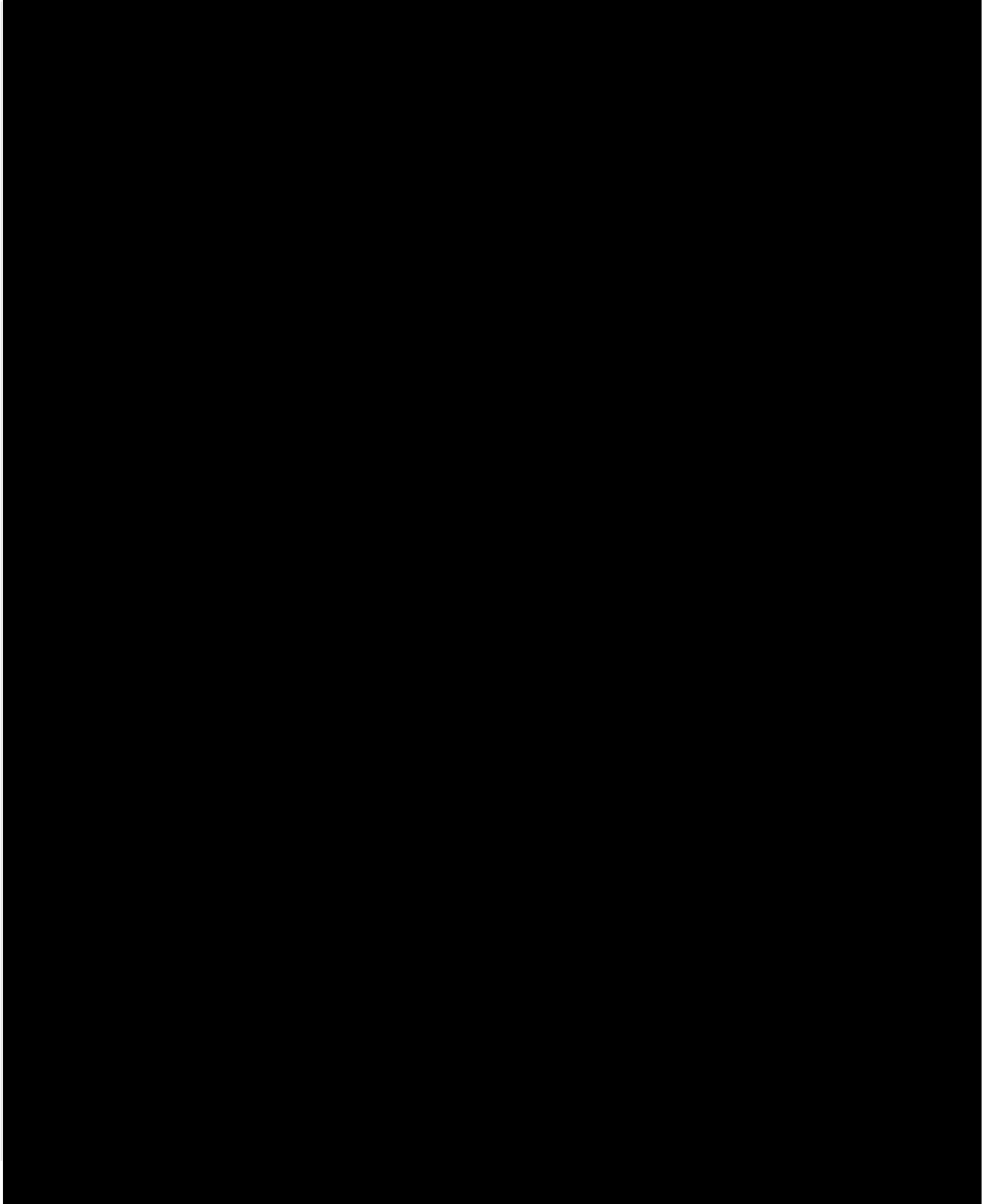
Exhibit C



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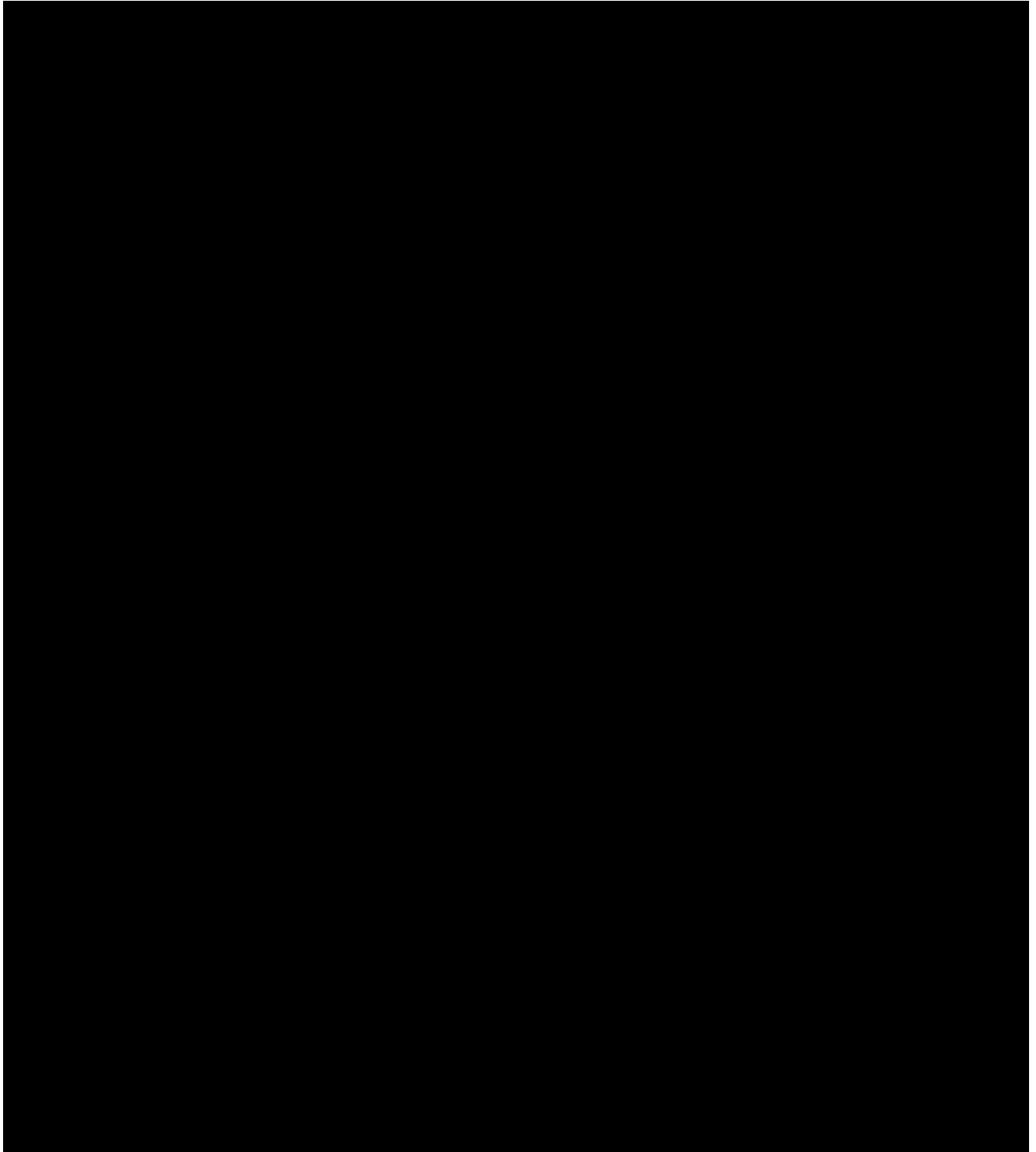


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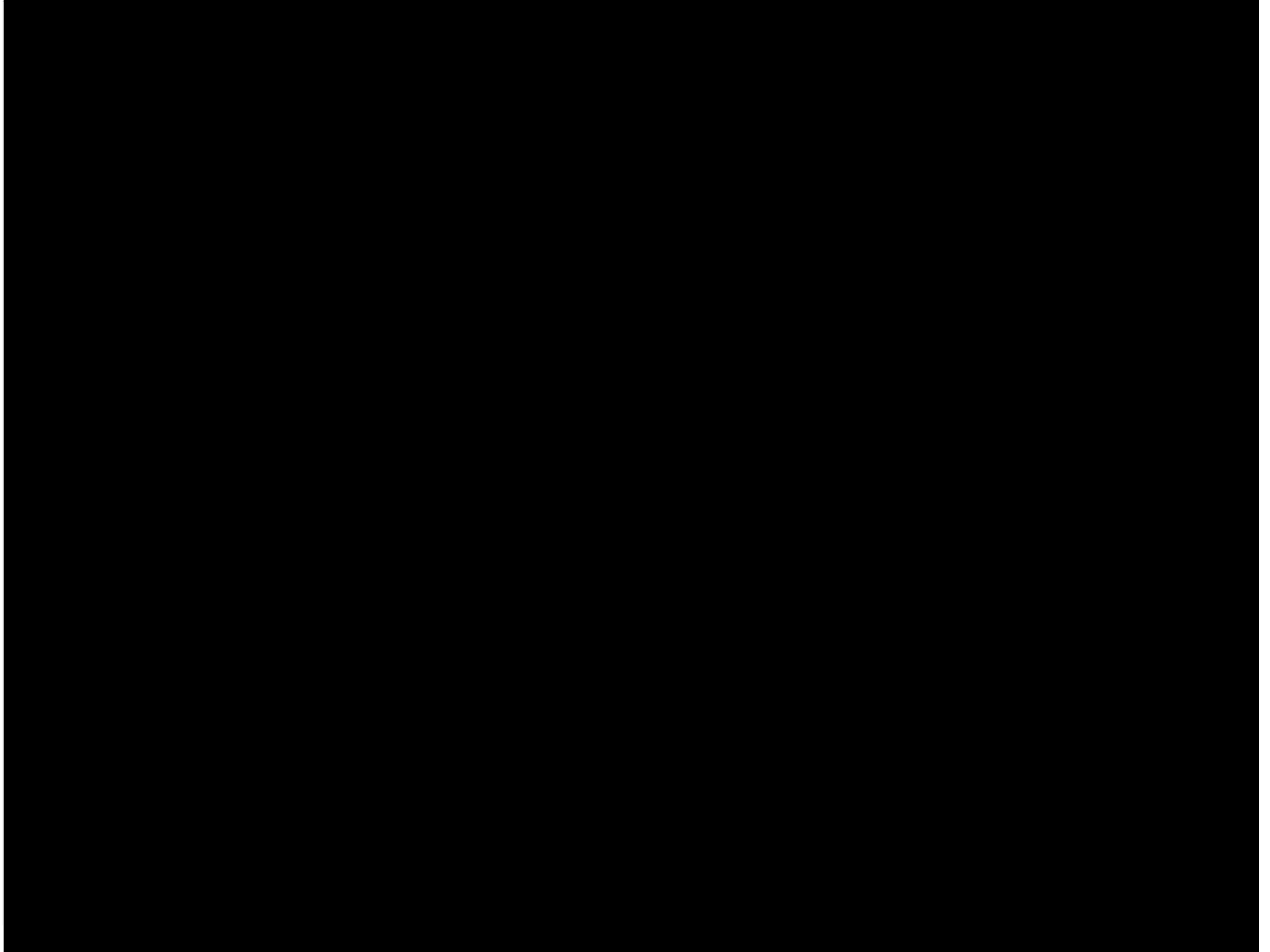
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