EXHIBIT NO. ___(RG-22) DOCKET NO. UE-09__/UG-09___ 2009 PSE GENERAL RATE CASE WITNESS: ROGER GARRATT

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION,

Complainant,

v.

Docket No. UE-09____ Docket No. UG-09____

PUGET SOUND ENERGY, INC.,

Respondent.

TWENTY-FIRST EXHIBIT (NONCONFIDENTIAL) TO THE PREFILED DIRECT TESTIMONY OF ROGER GARRATT ON BEHALF OF PUGET SOUND ENERGY, INC.

MAY 8, 2009

AGGREGATION AND DELIVERY SERVICE AGREEMENT

This AGGREGATION AND DELIVERY SERVICE AGREEMENT ("<u>Agreement</u>"), dated as of <u>February 20, 2009</u>, is made by and between Public Utility District No. 1 of Snohomish County, a Washington municipal corporation ("<u>Snohomish</u>") and Puget Sound Energy, Inc., a Washington corporation ("<u>PSE</u>").

RECITALS

A. Qualco Energy owns and has constructed an approximately 450 kilowatt methane-fired generating facility located at or near Monroe, Washington (the "**Qualco Generator**") that interconnects with the Snohomish Electric System (as defined below).

B. Qualco Energy and PSE intend to enter into a Power Purchase Agreement (the "**Power Purchase Agreement**"), pursuant to which Qualco Energy will sell to PSE the net electrical output generated from the Qualco Generator and associated environmental attributes pursuant to the terms and conditions of such agreement.

C. Qualco Energy and Snohomish have entered into an Interconnection Agreement that specifies the terms and conditions upon which the Qualco Generator will connect to Snohomish's retail electric distribution system (the "<u>Snohomish Electric</u> <u>System</u>"), and which, among other things, specifically identifies the Point of Interconnection ("<u>Point of Interconnection</u>") where power will be transferred from the Qualco Generator to the Snohomish Electric System and identifies the meter ("<u>Meter</u>") that will measure the electric output of the Qualco Generator delivered to the Snohomish Electric System.

D. PSE desires to purchase from Snohomish, and Snohomish desires to provide to PSE, in accordance with the terms and conditions of this Agreement, an aggregation and delivery service so that Snohomish will receive the Accumulated Monthly Energy generated by the Qualco Generator onto the Snohomish Electric System on an as-generated basis, and will deliver an equivalent amount of electric power, less applicable Real Power Losses, to PSE on a monthly basis at the Point of Delivery.

AGREEMENT

The parties therefore agree as follows:

Section 1. DEFINITIONS

Whenever used in this Agreement, the following capitalized terms shall have the following respective meanings, unless the particular context clearly requires a different meaning:

1.1 "<u>Accumulated Monthly Energy</u>" means the aggregated as-generated electrical output from the Qualco Generator at the Point of Interconnection as measured by the Meter during any month during the Operating Period.

1.2 "<u>Agreement</u>," "<u>Snohomish</u>," "<u>PSE</u>," "<u>Qualco Generator</u>," "<u>Snohomish</u> <u>Electric System</u>," "<u>Point of Interconnection</u>," "<u>Meter</u>," and "<u>Power Purchase</u> <u>Agreement</u>" have the respective meanings set forth in the recitals.

1.3 "BPA" means the Bonneville Power Administration.

1.4 "<u>Date of First Delivery</u>" means December 11, 2008, the date upon which the Qualco Generator first delivered electric power onto the Snohomish Electric System.

1.5 "<u>Good Utility Practice</u>" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or in the absence of such practices, methods and acts, any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the regional electric utility industry.

1.6 "<u>Net Accumulated Monthly Energy</u>" means an amount of electric energy equal to the Accumulated Monthly Energy minus Real Power Losses calculated at the loss factor provided for in this Agreement.

1.7 "Operating Period" means the period commencing at 0000 hours on the Date of First Delivery, and ending at 0000 hours on the fifth anniversary of the Date of First Delivery.

1.8 "<u>Point of Delivery</u>" means PSE's Beverly Park Substation, a point of interconnection between the Snohomish Electric System and PSE's electric system.

1.9 "Point of Interconnection" shall have the meaning set forth in Recital C.

1.10 "Real Power Losses" shall have the meaning specified in Section 3.7.

1.11 "<u>Reserved Capacity</u>" means the maximum amount of capacity and energy that Snohomish agrees, pursuant to Section 3.3, to accept from the Qualco Generator onto the Snohomish Electrical System. Reserved Capacity shall be expressed in terms of whole kilowatts on a sixty (60) minute interval, commencing on a clock hour basis.

 1.12 "<u>WECC</u>" means the Western Electric Coordinating Council or its successor entity.

Section 2. AGGREGATION AND DELIVERY OF ELECTRICAL ENERGY

2.1 <u>Receipt of Output</u>. During each calendar month of the Operating Period, Snohomish shall receive the as-generated output from the Qualco Generator, as measured by the Meter, onto the Snohomish Electric System and shall, consistent with Section 2.2, deliver an amount of energy equal to the Net Accumulated Monthly Energy to PSE at the Point of Delivery on the tenth day of the following month.

2.2 **Delivery of Energy.** Snohomish shall schedule and deliver to PSE an amount of energy equal to the Net Accumulated Monthly Energy at a uniform hourly rate in whole MWhs over a twenty-four hour period from 00:00 hours through 24:00 hours on the tenth (10th) day of the month immediately following the calendar month in which the Accumulated Monthly Energy was received by Snohomish; provided that if any increment of the Net Accumulated Monthly Energy cannot be delivered at such whole-MWh rate because it amounts to less than one (1) MWh, such increment shall be aggregated with the Net Accumulated Monthly Energy to be delivered by Snohomish to PSE in the immediately succeeding calendar month. Scheduling of energy deliveries to PSE shall follow protocols in accordance with the WECC preschedule calendar to accommodate delivery of energy on the tenth (10th) day of the month. In each monthly invoice delivered pursuant to this Agreement, Snohomish shall include: (a) an accounting of the Net Accumulated Monthly Energy delivered to PSE on the tenth (10th) day of the billing month in whole MWhs; (b) the amount of Net Accumulated Monthly Energy carried over from the prior month, if any, because it amounted to less than less than one whole MWh; and, (c) any amount of Net Accumulated Monthly Energy that was not delivered to PSE in the billing month because it amounted to less than one whole MWh.

2.3 <u>Initial Delivery</u>. Notwithstanding any provision to the contrary in Section 2.2, Snohomish shall aggregate all energy delivered to the Snohomish Electric System by Qualco Energy during the months of December 2008, January 2009, and February 2009, and shall deliver to PSE the aggregated Net Accumulated Monthly Energy in accordance with paragraph 2.2 on March 10, 2009.

Section 3 RATES, CHARGES, AND LIMITS TO SERVICE

3.1 <u>Payment and Service Obligations</u>. Snohomish agrees to provide and PSE agrees to take and pay for the Aggregation and Delivery Service described in Section 2.

3.2 <u>Aggregation and Delivery</u>. Service shall commence under this Agreement on the Date of First Delivery. Service under this Agreement shall continue for the duration of the Operating Period, with the final delivery of Net Accumulated Monthly Energy to take place on the tenth (10th) day of the month after the final month of the Operating Period.

3.3 <u>Capacity Limits</u>. In accordance with the District's Interconnection Agreement with Qualco Energy, the Reserved Capacity for the Qualco Generator shall be no more than 1000 kilowatts and Qualco Energy shall have no right to deliver, and Snohomish shall have no obligation to take, any amount of energy in excess of 1000 kilowatts at any time.

3.4 **Rate.** The Aggregation and Delivery Service provided under this Agreement shall be subject to the rate schedule set forth in Exhibit A attached to this Agreement, which shall be charged on a monthly basis per kW-month, calculated based on the maximum fifteen-minute interval of net project output in the month measured in kilowatts at the Interconnection Point; provided that, if at any time during the Operating Period, Snohomish's elected Board of Commissioners adopts a rate schedule setting forth charges applicable to the services provided under this Agreement, the charges for Aggregation and Delivery Service under this Agreement shall be equal to the charge set forth in that new rate schedule, and shall be subject to adjustment from time to time, at any time, by official action of Snohomish's Board of Commissioners. Snohomish shall notify PSE as soon as practicable of the adoption by Snohomish's Board of Commissioners of any final action to increase or reduce the rate or rates applicable to this Agreement and shall provide a revised Exhibit A, which shall become effective upon the date specified by the Board of Commissioners for the applicable rate schedule; provided that, Snohomish's notice shall be provided to PSE within ten (10) business days of the Board of Commissioner's final action.

Billing and Payment. Snohomish shall provide PSE with an invoice no later 3.5 than the tenth (10th) day of each month following any month in which Snohomish delivered power to PSE for the amount due for Aggregation and Delivery Services provided in the prior month. Snohomish shall transmit each such invoice by fax, electronically, first class mail or as otherwise mutually agreed by the Parties in writing. Each monthly invoice shall include sufficient detail to allow PSE to verify such monthly invoice. PSE will pay the amount specified in each monthly invoice by wire transfer of immediately available funds, or under such other terms as the Parties may agree to in writing from time to time, by the later of the tenth (10th) day of the month following PSE's receipt of such monthly invoice or the twentieth (20th) day after PSE's receipt of such monthly invoice. If the due date does not fall on a business day, then the payment will be due on the next following business day. If PSE fails to pay the full amount due on or before the close of business on the due date. PSE shall pay interest on such unpaid amount at the rate of one percent per month or the highest rate allowed by law. If PSE believes any amount charged by Snohomish is in error, PSE shall nonetheless pay the invoiced amount in full and notify Snohomish promptly of the error and Snohomish shall reimburse PSE for any amount found to have been charged in error with interest at the rate specified above.

3.6 <u>Suspension of Service</u>. Snohomish reserves the right to halt, suspend, or curtail deliveries from the Qualco Generator, in whole or in part, or to suspend or eliminate delivery of Net Accumulated Monthly Energy to PSE during such time as, in Snohomish's sole discretion, an emergency or other unforeseen condition, including any failure of the Qualco Generator to comply with the terms of the Interconnection Agreement or Good Utility Practice, threatens to degrade the operation or reliability of the Snohomish Electrical System or any interconnected system; *provided that*, in exercising its discretion as contemplated in this Section 3.6, Snohomish shall not act in any manner that is arbitrary or capricious.

3.7 <u>Real Power Losses</u>. Real Power Losses are associated with the movement of power on the Snohomish Electric System and shall be the responsibility of PSE. To account for Real Power Losses, Snohomish will deliver an amount of electric energy equal to the Net Accumulated Monthly Energy to PSE at the Point of Delivery, with Real Power Losses subtracted using a loss factor of 2%.

Section 4. ACCESS; METERING

4.1 <u>Meter Access</u>. PSE shall have the right to reasonably access the Meter in order for PSE to read the Meter and to observe meter tests; *provided that* PSE shall: (i) provide no less than twenty-four (24) hours' notice to Snohomish prior to seeking access to the Meter (other than for observation of Meter tests); (ii) access the meter during Snohomish's regular business hours unless Snohomish agrees otherwise; (iii) comply with all Snohomish and Qualco Energy safety and security protocols while accessing the Meter; and, (iv) operate within the limits required by Good Utility Practice at all times. Snohomish shall provide PSE at least twenty-four (24) hours' advance written notice of any Meter test by Snohomish or Qualco Energy.

4.2 <u>Remote Metering Equipment</u>. PSE may, at its own expense, install a dial-up modem or other electronic equipment to allow remote reading of the Meter. If PSE installs such electronic meter-reading equipment, it shall provide, on a monthly basis, a copy of the meter readings to Snohomish or otherwise provide Snohomish with access to the readings from such equipment.

4.3 <u>Testing</u>. Snohomish shall test and verify the accuracy of the Meter at least once every two (2) years. PSE may request Snohomish to test the Meter at any time, provided that PSE shall be responsible for the cost of such testing. PSE shall have the right to observe all such testing and to verify, at its own cost, the results of any Meter test. The Meter shall be accurate within a two percent (2.0%) variance (*i.e.*, within a band defined by +2% and -2% of actual output) and the reading of the Meter shall be conclusive for purposes of this Agreement so long as it is operating within this 2% variance band. If the Meter is found to be in error by an amount exceeding the two percent (2.0%) variance, then Snohomish shall promptly adjust the Meter to record correctly, any previous recordings by such Meter shall be adjusted to correct for the detected error, and Snohomish shall add or subtract, as appropriate, an amount of electric energy to the next scheduled delivery of Net Accumulated Monthly Energy to correct for the detected error with appropriate adjustments in rates and charges to be reflected on the following monthly invoice.

Section 5. LIABILITY, INDEMNITY, CONSEQUENTIAL DAMAGES, AND DEFAULT

- 5.1 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER SNOHOMISH NOR PSE SHALL BE LIABLE UNDER OR PURSUANT TO THIS AGREEMENT FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, REVENUES OR BENEFITS, LOSS OF USE OF PROPERTY, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT POWER OR (EXCEPT ONLY AS AND TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT) CLAIMS FOR SERVICE INTERRUPTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR EXISTENCE OF SUCH DAMAGES. This Section 5.1 is intended only to limit the liability of one party to the other. To the extent that liability is incurred to third parties as a result of carrying out the provisions of this Agreement, nothing in this Section 5.1 limits the indemnification obligations of Section 5.3.
- 5.2 <u>No Liability for Loss of Interconnection Service</u>. Notwithstanding any other provision of this Agreement, neither Snohomish nor PSE nor any electric utility or federal power marketing authority with which the Snohomish Electric System is interconnected shall be in breach of or default under this Agreement, or have any responsibility or liability whatsoever to the other party or Qualco Energy or any other person under this Agreement or otherwise, for or in connection with any service interruption, suspension, curtailment or fluctuation or disturbance of electric energy originating outside and passing through the Snohomish Electric System, whatever the cause, or any service interruption, suspension, curtailment or fluctuation or disturbance of electric System.

Each party hereby waives, and releases the other party and any electric utility or federal power marketing authority with which either party is interconnected, from and against, any and all liabilities, losses, claims, damages, costs, expenses, demands, fines, judgments and penalties in any manner caused by, resulting from or arising out of or in connection with any service interruption, suspension, curtailment or fluctuation or disturbance of electrical energy originating in, or passing through, or in parallel with, or intended for delivery to, the Snohomish Electric System.

5.3 Indemnity.

- 5.3.1 Indemnification by PSE. Except as otherwise provided under Sections 5.1 and 5.2 of this Agreement, PSE hereby indemnifies and agrees to hold harmless and release Snohomish and each and all of its commissioners, officers, employees, contractors, subcontractors, and the heirs and assigns of any of the above, from and against any and all liabilities caused by, resulting from, or arising out of or in connection with any negligence or intentional misconduct of PSE or any of its officers, employees, agents, contractors or subcontractors in connection with PSE's performance of this Agreement. In any and all claims against Snohomish by any employee of PSE, the indemnification and hold harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for PSE under workers compensation acts, disability benefit acts, or other employee benefit acts; provided, however, that PSE's waiver of immunity by the provisions of this Section 5.3.1 extends only to claims against Snohomish by or on behalf of PSE's employees under or pursuant to this Agreement, and does not include, or extend to, any claims by PSE's employees directly against PSE.
- Indemnification by Snohomish. Except as otherwise provided in Sections 5.3.2 5.1 and 5.2 of this Agreement, Snohomish hereby indemnifies and agrees to hold harmless and release PSE and each and all of its directors, officers, employees, contractors, subcontractors, and the heirs and assigns of any of the above, from and against any and all liabilities caused by, resulting from, or arising out of or in connection with any negligence or intentional misconduct of Snohomish or any of its officers, employees, agents, contractors or subcontractors in connection with Snohomish's performance of this In any and all claims against PSE by any employee of Agreement. Snohomish, the indemnification and hold harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Snohomish under workers compensation acts, disability benefit acts, or other employee benefit acts; provided, however, that Snohomish's waiver of immunity by the provisions of this Section 5.3.2 extends only to claims against PSE by or on behalf of Snohomish's employees under or pursuant to this Agreement, and does not

include, or extend to, any claims by Snohomish's employees directly against the Snohomish.

- **5.3.3** Defense by Indemnified Party. If a party is entitled to indemnification under this Section 5.3 as a result of a claim by a third party, and the indemnifying party fails, after notice and reasonable opportunity to proceed under this Section 5.3, to assume the defense of such claim, such indemnified party may at the expense of the indemnifying party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- **5.3.4** <u>Notice of Claim</u>. Promptly after receipt by an indemnified party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Section 5.3 may apply, the indemnified party shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.
- **5.3.5** <u>Concurrent Negligence</u>. With respect to any portions of this Agreement subject to Ch. 4.24.115 R.C.W., in the event of any concurrent negligence on the part of PSE and Snohomish, the indemnification obligations of the indemnitor under this Agreement shall be valid and enforceable only to the extent of the negligence of the indemnitor.
- **5.3.6** <u>Waiver of Immunity</u>. Negotiated Waiver of Industrial Insurance Immunity: TO THE EXTENT THAT THE INDEMNITY PROVISIONS OF THIS AGREEMENT APPLY, THE PARTIES SPECIFICALLY AND EXPRESSLY WAIVE THEIR IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 (RCW), AND ACKNOWLEDGE THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE UNDERSIGNED PARTIES.

SNOHOMISH: Dava De Taulson

PSE:

Authorizing Signature

Date: 2/20/09

Authorizing Signature Date: 2/25/09

Section 6. MISCELLANEOUS

6.1 <u>Notices</u>. Any notice, request, direction, consent, designation, or other communication under this Agreement shall be in writing and shall be delivered in person or

mailed, properly addressed and stamped with the required postage, to the intended recipient as follows:

If to Snohomish:	Snohomish County PUD No. 1
	PO Box 1107, M/S E-4
	Everett, WA 98206
	Attn: Senior Manager Power Supply
If to PSE:	Puget Sound Energy, Inc.
	PO Box 97034 (PSE-11S)
	Bellevue, WA 98009-9734
	Attn: Merchant - Resource Integration

For purposes of scheduling under this Agreement, the following individuals shall be the point of contact:

Snohomish County PUD No. 1
PO Box 1107, M/S Annex A-2
Everett, WA 98206
Attn: Senior Manager Power Scheduling
Email: kchoang@snopud.com
Phone: 425-783-1625
Preschedule Desk: 425-783-1610
Real-Time Desk: 425-783-1620
Puget Sound Energy, Inc.
PO Box 97034 (PSE-11S)
Bellevue, WA 98009-9734
Attn: Supervisor of Energy Scheduling
Email: rhyan.kyle@pse.com
Phone: 425-457-5403
Preschedule Desk: 425-462-3068
Real-Time Desk: 425-462-3622

Either party may change its address specified in this paragraph by giving the other party notice of such change in accordance with this paragraph 6.1.

6.2 <u>Amendments</u>. Except as identified in Section 3.4 (Aggregation and Delivery Service Rate), this Agreement may be amended or modified only by a written agreement hereafter entered into by Snohomish and PSE.

6.3 <u>Nonwaiver</u>. The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely on any such provision or right in that or any other instance;

rather, the same shall be and shall remain in full force and effect. Any waiver at any time by either party of any of its rights under this Agreement in a particular circumstance or instance shall not constitute a waiver thereof in any other circumstance or instance.

6.4 <u>Headings</u>. The paragraph and section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any of the terms or provisions of this Agreement.

6.5 <u>Severability</u>. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

6.6 <u>Relationship of Parties</u>. Nothing contained in this Agreement shall be construed to create an agency, association, joint venture, trust or partnership, or impose an agency, trust or partnership covenant, obligation or liability on or with regard to either of the parties. Each party shall be individually responsible for its own covenants, obligations and liabilities under this Agreement. All rights and obligations of the parties are several, not joint. Neither party shall be deemed to control, to be under the control of, or to be the agent of, the other party.

6.7 <u>No Retail Services</u>. Nothing contained in this Agreement shall grant any rights to, or obligate either party to provide, any services hereunder directly to or for retail customers of the other party.

6.8 <u>No Third Party Beneficiaries</u>. This Agreement shall not be construed to create rights in, or to grant remedies to, any third party, other than any party indemnified pursuant to Section 5.3, as a beneficiary of this Agreement or of any duty, obligation or undertaking established herein.

6.9 <u>Governing Law</u>. The obligations of each party under this Agreement shall in all respects, including all matters of construction, validity and performance, be governed by and construed in accordance with the laws of the State of Washington (without reference to any rules governing conflict of laws), except to the extent such laws may be preempted by the laws of the United States of America.

6.10 <u>Environmental Attributes</u>. The treatment of environmental attributes from the Qualco Generator (including Renewable Energy Certificates, Green Tags, carbon credits, and any other credits or offsets recognized under any state, federal, or international program for the reduction of pollutants or greenhouse gases) are addressed in the Power Purchase Agreement. Snohomish has no rights under this Agreement to any such environmental attributes and Snohomish has no obligation for transferring, assigning, tracking, recording, paying for, crediting, or otherwise handling any such environmental attributes.

6.11 <u>No Regulatory Jurisdiction</u>. The transactions contemplated under this Agreement occur wholly upon the local retail distribution system owned and operated by

Snohomish pursuant to its exclusive authority under Title 54 of the Revised Code of Washington. Nothing in this Agreement shall be read to subject Snohomish to the jurisdiction of either the Federal Energy Regulatory Commission or the Washington Utilities and Transportation Commission.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed by its authorized representative as of the date first set forth above.

Snohomish County Public Utility District No. 1

By Printed Name: DANA A. TOULSON Title: ASST. GENERAL MANAGER

AS TO FORM ATTORNEY DATE:

Puget Sound Energy, Inc. By: Printed Name: David Mills Title: Director

Energy Supply & Planning Puget Sound Energy, Inc.

ORIGINAL

EXHIBIT A

Aggregation and Delivery Service Schedule

The monthly charge shall be the Monthly Maximum Delivered Output Charge of \$7.02 per kW-month, where the Maximum Delivered Output is the maximum fifteen-minute interval of net project output in the month, measured in kilowatts, delivered to the Point of Interconnection.

Total Rate (\$/kW-month)	\$7.02*
Public Utility Tax (State Revenue Tax) (\$/kW-month)	\$0.27
Scheduling, Processing and Accounting (\$/kW-month)	\$0.32
Wheeling Rate (\$/kW-month)	\$6.43

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*Figures based on Snohomish's 2008 Cost of Service Analysis presented to the Board of Commissioners on December 16, 2008.

Initial Rate, Effective on the Date of First Delivery

Effective Date: April 1, 2009

EXHIBIT A, Revision No. 1

Aggregation and Delivery Service Schedule

The monthly charge shall be the Monthly Maximum Delivered Output Charge of \$7.02 per kW-month, where the Maximum Delivered Output is the maximum fifteen-minute interval of net project output in the month, measured in kilowatts, delivered to the Point of Interconnection.

Total Rate (\$/kW-month)	\$7.21*
Public Utility Tax (State Revenue Tax) (\$/kW-month)	\$0.28
Scheduling, Processing and Accounting (\$/kW-month)	\$0.32
Wheeling Rate (\$/kW-month)	\$6.61

*Revised to reflect rate increase adopted by the PUD Board of Commissioners on February 17, 2009, effective April 1, 2009.