



Contract Coversheet

Contract: C2001327
Amendment: N/A

Supplier Puget Sound Energy	Department Public Works	Originator Andy Wojciechowski
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Classification Services Agreement	Project Name Schedule 139 Voluntary Long-Term Renewable Energy	Project Manager Seth Vidana
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Original Amount \$0.00	Maximum Amount	Total Agreement Change	Current Amendment Amount
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Type NF - Non-Financial	Structure ST - Standard	Agreement Type NONFIN - Non-Financial Contract
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Termination Date 12/31/2040	Amended Termination Date	Compliance Type
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Retainage %	Retainage Comments
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Renewal Date	Renewal Notes
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Legacy Contract 2017-0455

1/21/21

Additional Contract Notes:

Puget Sound Energy - Schedule 139 Voluntary Long Term Renewable Energy Service Agreement - Modification to original Agreement

Contacts:

- Seth Vidana - savidana@cob.org
- Heather Mulligan - heather.mulligan@pse.com
- Contracts - contracts@cob.org
- PWFS - pwfinsrvcntr@cob.org
- Rush Duncan - jrduncan@cob.org

1/21/21 Fixer
1/26/21 Summary

**CITY OF BELLINGHAM / PUGET SOUND ENERGY
 MODIFICATION TO
 CONTRACT # 2017-0455**

The **CITY OF BELLINGHAM**, a first-class municipal corporation of the State of Washington (the "City"), and **PUGET SOUND ENERGY** ("PSE"), in consideration of the mutual covenants herein, agree as follows:

1. **EXISTING AGREEMENT MODIFIED:** The City and PSE entered into the Agreement with an effective date of July 18, 2017 (City Contract No. 2017-0455), which is incorporated herein by this reference (hereinafter the "Agreement"). The parties hereby modify that Agreement.
2. **MODIFICATIONS TO EXISTING AGREEMENT:** The Agreement is modified in the following respects:

This First Amendment to the Service Agreement (the "First Amendment") confirms the mutually agreed upon updates to the Service Agreement that are consistent with the revisions to Schedule 139 approved by the Commission.

- 2.1. Section 6 of the Service Agreement is amended in its entirety and replaced with the following Section 6:

6. **Term.** The term of this Service Agreement shall commence in calendar year 2020, on the first day of the Customer's normal billing cycle, in the first month following the commencement of commercial operation of the Resource Option, and delivery therefrom of energy to the Company sufficient to satisfy the obligations set forth in this Service Agreement. This Service Agreement terminates in calendar year 2040 after 10 billing cycles during such calendar year.

- 2.2. Table 1 in Section 7 of the Service Agreement is amended in its entirety to read as follows:

Table 1

Calendar Year	2020	2021	2022	2023	2024	2025
Rate per kWh	\$0.04323	\$0.04409	\$0.04497	\$0.04587	\$0.04679	\$0.04772

Calendar Year	2026	2027	2028	2029	2030	2031
Rate per kWh	\$0.04868	\$0.04965	\$0.05065	\$0.05166	\$0.05269	\$0.05375

Calendar Year	2032	2033	2034	2035	2036	2037
Rate per kWh	\$0.05482	\$0.05592	\$0.05704	\$0.05818	\$0.05934	\$0.06053

Calendar Year	2038	2039	2040
Rate per kWh	\$0.06174	\$0.06297	\$0.06423

2.3 Capitalized terms used in but not otherwise defined in this First Amendment have the meanings given to such terms in the Service Agreement.

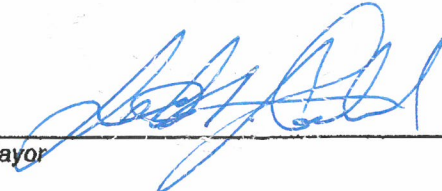
3. **TERMS AND CONDITIONS OF EXISTING AGREEMENT REMAIN THE SAME:** The parties agree that, except as specifically provided in this modification, the terms and conditions of the Agreement continue in full force and effect.

EXECUTED, this the 20 day of November, 2020, for **Puget Sound Energy:**



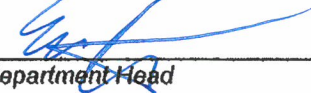
 Director Products & Services

EXECUTED, this the 21 day of January, 2021, for the **CITY OF BELLINGHAM:**

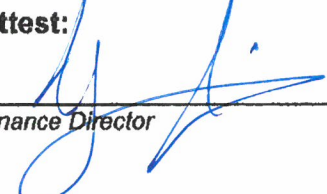
 1/21/21

Mayor


Departmental Approval:



Department Head

Attest:


Finance Director

Approved as to Form:


Office of the City Attorney



Puget Sound Energy
P.O. Box 97034
Bellevue, WA 98009-9734
PSE.com

November 20, 2020

Mayor Seth Fleetwood
City of Bellingham
City Hall
210 Lottie Street
Bellingham, Washington

Re: First Amendment to Schedule 139 Voluntary Long-Term Renewable Energy Service Agreement

Dear Mayor Fleetwood:

Puget Sound Energy ("PSE") and City of Bellingham ("Customer") previously entered into that certain Schedule 139 Voluntary Long-Term Renewable Energy Service Agreement, dated as of July 18, 2017, between PSE and Customer (the "Service Agreement"). Subsequent to the execution of the Service Agreement, the Washington Utilities and Transportation Commission (the "Commission") approved Resource Option Energy Charges under PSE's Schedule No. 139 Voluntary Long-Term Renewable Energy Purchase Rider ("Schedule 139"). PSE desires to amend the Service Agreement as set forth herein to reflect these revisions to Schedule 139 approved by the Commission, which revisions have the effect of reducing Resource Option Energy Charges under the Service Agreement for calendar years beginning 2020, and adjusting the start of the terms to reflect the actual start date in November 2020.

This First Amendment to the Service Agreement (the "First Amendment") confirms the mutually agreed upon updates to the Service Agreement that are consistent with the revisions to Schedule 139 approved by the Commission.

1. Section 6 of the Service Agreement is amended in its entirety and replaced with the following Section 6:
 6. Term. The term of this Service Agreement shall commence in calendar year 2020, on the first day of the Customer's normal billing cycle, in the first month following the commencement of commercial operation of the Resource Option, and delivery therefrom of energy to the Company sufficient to satisfy the obligations set forth in this Service Agreement. This Service Agreement terminates in calendar year 2040 after 10 billing cycles during such calendar year.

2. Table 1 in Section 7 of the Service Agreement is amended in its entirety to read as follows:

Table 1

Calendar Year	2020	2021	2022	2023	2024	2025
Rate per kWh	\$0.04323	\$0.04409	\$0.04497	\$0.04587	\$0.04679	\$0.04772

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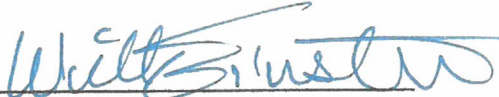
Calendar Year	2032	2033	2034	2035	2036	2037
Rate per kWh	\$0.05482	\$0.05592	\$0.05704	\$0.05818	\$0.05934	\$0.06053

Calendar Year	2038	2039	2040
Rate per kWh	\$0.06174	\$0.06297	\$0.06423

3. Capitalized terms used in but not otherwise defined in this First Amendment have the meanings given to such terms in the Service Agreement.
4. Except as amended by this First Amendment, the Service Agreement is hereby ratified and confirmed in all respects and shall continue in full force and effect according to its terms.
5. This First Amendment will be governed by and interpreted, construed and enforced in accordance with the law of the State of Washington.

Please indicate your acceptance of the foregoing by signing and returning the City's approved Contract Modification form.

Very truly yours,
PUGET SOUND ENERGY

By: 
 Name: Will Einstein
 Title: Director Products & Services