WN U-60

Issued: January 26, 2018 Effective: March 1, 2018

Attachment "A" to Schedule 139, Page 1

## **PUGET SOUND ENERGY**

# SCHEDULE 139 VOLUNTARY LONG TERM RENEWABLE ENERGY SERVICE AGREEMENT

# Attachment "A" - Service Agreement

THIS SCHEDULE 139 VOLUNTARY LONG TERM RENEWABLE ENERGY SERVICE AGREEMENT ("Service Agreement"), dated as of the \_\_31st of August, 2018,\_\_\_\_\_, is made and entered into by and between **Providence Health and Services** (the "Customer") and PUGET SOUND ENERGY, a Washington Corporation, (the "Company"), for service under the Company's Electric Tariff G Schedule 139. Terms defined in Schedule 139 and in the General Rules and Provisions (Schedule 80) of the Company's tariff for electric service shall have the same meanings where used in this Agreement.

#### **RECITALS**

- A. The Company is a public service company engaged in the sale and delivery of electric energy pursuant to its Electric Tariff G.
- B. Customer is receiving Electric Service under the Company's Electric Tariff G, Schedule 24, 25, 26, 31, 40, 43, 46 or 49, and desires to participate in the Company's Voluntary Long Term Renewable Energy program offered under Schedule 139.
- C. The Company and the Customer have worked jointly to encourage the development of Renewable Energy projects that (i) could provide clean energy to customers at a long-term contracted rate, (ii) support the local economy, and (iii) could be publicized and leveraged for external benefit. The Parties agree that the <a href="Solar & Wind: 10 Year Option (13903SW10">Solar & Wind: 10 Year Option (13903SW10)</a>) (the "Resource Option") should meet these criteria, and the Parties thus now agree to enter into this Service Agreement with each other, for mutual benefit.
- D. The Company will sell and the Customer will purchase from the Company Renewable Energy Credits (RECs), where applicable, and Renewable Energy at a volume equal to 100% of the actual load of all meters located at each subscribed service address as listed in Section 5, with such amount to be allocated from Renewable Energy generated by the Resource Option, pursuant to one of the contracted rates described.

#### **AGREEMENT**

- Request and Acknowledgement. The Customer requests service under Schedule 139 and acknowledges that Schedule 139 requires a minimum term. Service under Schedule 139 will be billed on the Customer's existing statement. The Resource Option Energy Charge is fixed as shown in Section 7. The Energy Charge Credit will be updated with each general rate case, power cost only rate case or other power-related filings.
- Resource. Under this Service Agreement the Company will receive Renewable Energy into its Balancing Authority Area from where it can serve the Customer.
- Renewable Energy Credits. The Company will acquire the RECs that are created with the
  electricity production, where applicable. The Company will transfer the RECs to the Customer

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which must be retired in WREGIS. Alternatively, at the Customer's request, the Company will retire the RECs in WREGIS. As the Customer is receiving a retail product, the RECs may not be resold or transferred to another party.

4. Resource Option.

Number: <u>13903SW10</u>

Description: Large Wind Project in Lewis County; and Large Scale Solar in Washington

- Customer Service Address and Account Numbers. The Customer requests service under this Service Agreement for the service addresses, account numbers and meter numbers listed in Attachment B.
- 6. **Term.** The term of this Service Agreement shall commence in the year <u>2021</u>, 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 the year <u>2030</u> after <u>12</u> billing cycles.
- Rates. Schedule 139 rates are in addition to all charges under the Customer's existing Electric Service schedule. Rates include a charge per kWh for the contracted energy as outlined in Table 1 and a credit for the energy-related power cost component of the Energy Charge set forth in Schedule 24, 25, 26, 31, 40, 43, 46 or 49 of the Electric Tariff WN U-60 under which the Customer is taking Electric Service. The Energy Charge Credit will be updated with each general rate case, power cost only rate case, or other power-related filings, while the Resource Option Energy Charge will remain fixed as outlined in the Table 1. below.

Table 1

Calendar Year	2021	2022	2023	2024	2025
Rate per kWh	\$0.04 675	\$0.04769	\$0.04864	\$0.04961	\$0.05060
Calendar Year	2026	2027	2028	2029	2030
Rate per kWh	\$0516 2	\$0.05265	\$0.05370	\$0.05478	\$0.05587

8. **Early Exit Fee**. Customers may elect to terminate this Service Agreement prior to the Termination Date with 60 days' notice to the Company. Customers who choose to discontinue their service under this Schedule will be charged for the net cost of the remaining Renewable Energy that was to be delivered to the Customer under the remaining term of the Service Agreement. This amount will be based on: 1) the remaining term of the Service Agreement, 2) the amount of estimated annual Renewable Energy needs of each of the discontinued Customer' locations as listed in Section 5 of the Service Agreement, 3) the estimated output of the Resource, 4) the contracted energy rates agreed to in Section 7 of the Service Agreement, and 5) a credit for PSE's then-current avoided costs (filed consistent with WAC 480-107-055).

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Termination of service under this Schedule will follow receipt and processing of the termination request by the Company.

- 9. Resource Option Inadequacy. If the Resource Option will not be available at the start of the commencement year, the Customer's agreement will be delayed to align with the Resource Option. If the Renewable Energy produced by the Resource Option and purchased by the Company is insufficient in any calendar year to satisfy the full requirements of the Customer, the Company will work with the Customer to source and retire for the Customer RECs from alternative resources, with costs for the RECs limited to the net amount to be collected under Schedule 139 from the Customer for the remainder of the calendar year. If, at the Company's determination, the Resource Option will not be adequate to meet the full requirements of the Customer, then this Service Agreement will be terminated with no liability to the Customer or to the Company. If a replacement project can be sourced and mutually agreed upon, a new Service Agreement will be created.
- Credit. Customer authorizes that the Company may run a credit report on Customer and/or request audited financial statements for the purpose of determining the Customer's creditworthiness for this service.
- 11. **Energy Efficiency Services**. The Customer and the Company will continue to partner on mutually beneficial energy efficiency projects which will reduce energy demand on an annual basis. These services will have no bearing on the cost of energy as proposed in Table 1.
- 12. **Electrical Work**. In order to ensure continued qualification for service under Schedule 139, the Customer must contact the Company through their business account services representative when any electrical work is being conducted.
- 13. **Governing Law**. This Service Agreement will be governed by and interpreted, construed and enforced in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement as of the date first written above.

PUGET SOUND ENERGY

By Sur Servery Symply

CUSTOMER Richard E. Bosm

By Richard E. Beam,

Its Chief Environmental Officer



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

August 28th, 2018

Dear Mr. Beam,

Thank you for your interest in Green Direct, PSE's Voluntary Long Term Renewable Energy, Schedule 139. We understand that Providence Health Services is interested in executing a Schedule 139 Service Agreement that will represent your commitment to purchase this renewable energy product, and enclose with this letter an executable copy of the service agreement.

PSE has signed a Power Purchase Agreement with the developer of a wind project; and expects to sign a similar contract with the developer of a solar project, but only in the event that PSE has received from customers, executed service agreements in an aggregate amount matching the supply available. The new blended wind and solar Resource Option is expected to be online in 2021.

As this product was developed to help PSE's customers meet their carbon goals at a long-term, cost-competitive price, we would like to call your attention to particular aspects of this program that may be important to you:

- Customers may continue to take advantage of energy efficiency services provided by PSE as there is no penalty for load reduction due to conservation. Similarly, customers may self-generate on site with no penalty.
- If a participating customer location is shut down, the contract may be transferred to another of the customer's locations, within PSE's electric service area.
- If two customer locations are merged the resulting customer location will go forward on Schedule 139 for the remaining term of the contract.
- Per section 12 of the Service Agreement, customers are obligated to notify PSE of any materially significant electrical work that will substantially impact their energy demand under Schedule 139.

If you have any questions please contact Heather Mulligan or your PSE representative.

Sincerely,

William Einstein

Director Product Development & Growth

## REDACTED VERSION

# **Green Direct Early Exit Fee**

Schedule 139, Section 7

# Example

10-year agreement (2019-2028)

Decide in 2025 (year 7) to terminate contract.

## PSE:

Determine annual usage based on 2024 bills (e.g. 5,800,000 KWh/year)

Charge per Schedule 139

Credit per Avoided Cost on file with WUTC (probably filed in December, 2024)

# Charge (Actual)

Year	Rate	KWh	Total
2026	\$0.05871	5,800,000	\$340,518
2027	\$0.05989	5,800,000	\$347,362
2028	\$0.06108	5,800,000	\$354,264
		TOTAL	\$1,042,144

# Credit (not available until 2025)

Year		Rate	KWh		Total	
	2026	\$0.03910		5,800,000		\$226,780
	2027	\$0.04050		5,800,000		\$234,900
	2028	\$0.04120		5,800,000		\$238,960
				TOTAL		\$700,640
Net Early Exit Fee:						\$341,504



Schedule 139 Attachment B - Providence Health and Services Site Participation