

REDACTED VERSION



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

October 15, 2020

John Furman

Director of Facilities Management
Western Washington University
MS 9121
516 High Street
Bellingham, WA 98225

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

Dear Mr. Furman:

Puget Sound Energy ("PSE") and Western Washington University ("Customer") previously entered into that certain Schedule 139 Voluntary Long-Term Renewable Energy Service Agreement, dated as of December 12, 2016, 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 the 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 the year 2040 after 10 billing cycles.

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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

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.
4. This First Amendment will be governed by and interpreted, construed and enforced in accordance with the law of the State of Washington.
6. This First Amendment may be executed by in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A signed copy of this First Amendment delivered by means of a facsimile machine or electronic transmission in portable document format (pdf) shall be treated in all manner and respects as an original signed version thereof delivered in person.

Please indicate your acceptance of the foregoing by signing and returning the enclosed copy of this letter.

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Very truly yours,
PUGET SOUND ENERGY

DocuSigned by:
Will Einstein
7B27E091B3E47

By: _____

Name: _____

Title: _____ Director of Product Development and

11/9/2020 | 8:34 AM PST

AGREED AND ACKNOWLEDGED:

Western Washington University

DocuSigned by:
Pete Heilgeist
EF9CE3CACE24487

By: _____

11/6/2020 | 4:44 PM PST

Pete Heilgeist

Name: John Furman

Title: Director of Facilities Management

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WN U-60

Issued: August 1, 2016
 Effective: September 30, 2016
 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 Dec. 12, 2016, is made and entered into by and between **Western Washington University** (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 Wind – 20 Years (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 contracted volume equal to 100% of the load of all meters located at each subscribed service address (the sum of Anticipated Average Annual Loads) 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

1. **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.
2. **Resource.** Under this Service Agreement the Company will receive Renewable Energy into its Balancing Authority Area from where it can serve the Customer.
3. **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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 Effective: September 30, 2016
 Attachment "A" to Schedule 139, Page 2

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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: 13901W20__
 Description: Large wind project in Thurston and Lewis Counties, Washington
5. **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. The aggregated Anticipated Average Annual Load is included in Attachment B.
6. **Term.** The term of this Service Agreement shall commence in the year 2019, 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 2038 after 12 billing cycles.
7. **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	2019	2020	2021	2022	2023	2024	2025
Rate per kWh	\$0.05021	\$0.05122	\$0.05224	\$0.05329	\$0.05435	\$0.05544	\$0.05655
Calendar Year	2026	2027	2028	2029	2030	2031	2032
Rate per kWh	\$0.05768	\$0.05883	\$0.06001	\$0.06121	\$0.06244	\$0.06368	\$0.06496
Calendar Year	2033	2034	2035	2036	2037	2038	
Rate per kWh	\$0.06626	\$0.06758	\$0.06893	\$0.07031	\$0.07172	\$0.07315	

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 annual Renewable Energy needs ("full requirements") of each of the discontinued Customer' locations as listed in Section 5 of the Service Agreement, 3) the contracted energy rates agreed to in Section 7 of the Service Agreement, and 4) a credit for PSE's then-current

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avoided costs (filed consistent with WAC 480-107-055). 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.
- 10. **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.

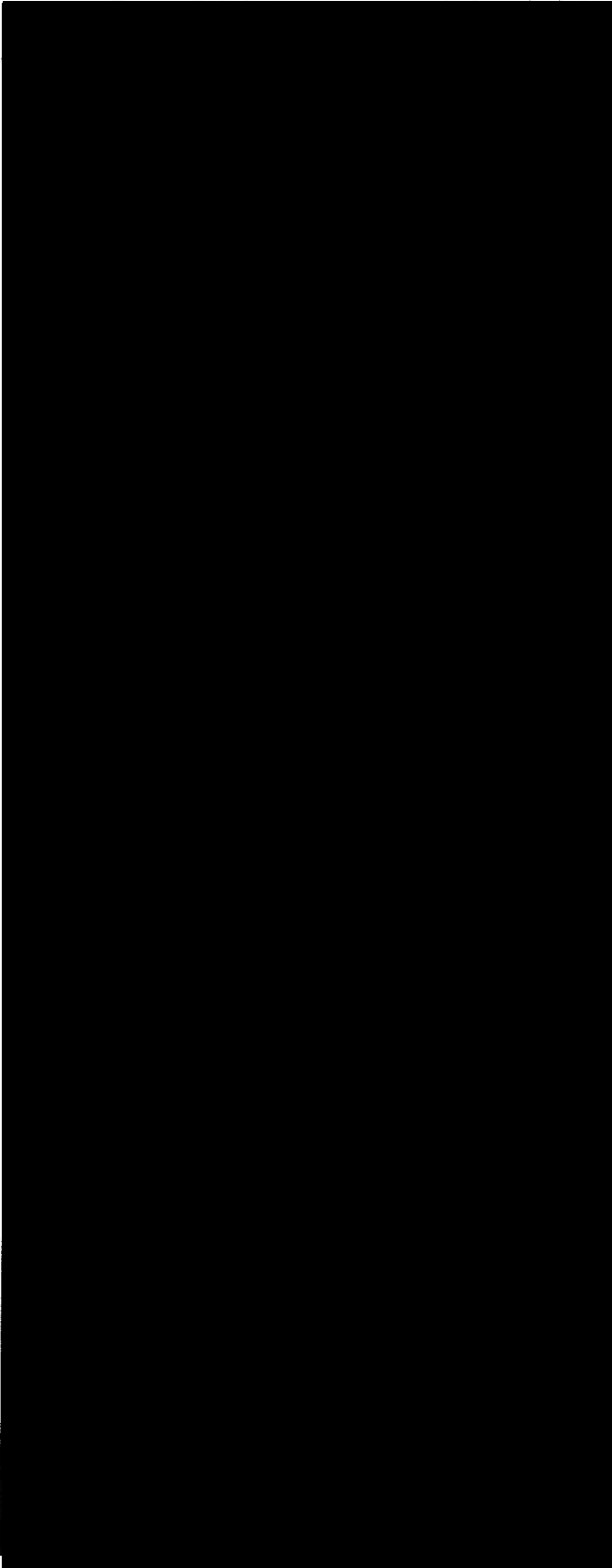
PUGET SOUND ENERGY

By *Oliver X Burrey*
Its *SVP & CO*

CUSTOMER

Western Washington University
By *R. Van Den Hul*
Richard Van Den Hul
Its Vice President, Business and Financial Affairs

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Certificate Of Completion

Envelope Id: 075088B8697C4203AA7E1756FA1681C9	Status: Completed
Subject: Signature: First Amendment to Schedule 139 Voluntary Long-Term Renewable Energy Service Agreement	
Source Envelope:	
Document Pages: 7	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Andrea Rodger
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	516 High St
	MS 1430
	Bellingham, WA 98225
	Andrea.Rodger@wwu.edu
	IP Address: 38.127.225.198

Record Tracking

Status: Original 11/6/2020 4:41:04 PM	Holder: Andrea Rodger Andrea.Rodger@wwu.edu	Location: DocuSign
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Signer Events

Pete Heilgeist
Pete.Heilgeist@wwu.edu
Chief Procurement Officer
WWU
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Pete Heilgeist
EE9CE3CACF24487...
Signature Adoption: Pre-selected Style
Using IP Address: 140.160.182.124

Timestamp

Sent: 11/6/2020 4:44:01 PM
Viewed: 11/6/2020 4:44:46 PM
Signed: 11/6/2020 4:44:55 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Will Einstein
will.einstein@pse.com
Director of Product Development and Growth
Security Level: Email, Account Authentication (None)

DocuSigned by:
Will Einstein
9B27BB991D3F4A7...
Signature Adoption: Pre-selected Style
Using IP Address: 204.61.56.38

Sent: 11/6/2020 4:44:57 PM
Viewed: 11/9/2020 8:34:12 AM
Signed: 11/9/2020 8:34:39 AM

Electronic Record and Signature Disclosure:
Accepted: 11/9/2020 8:34:12 AM
ID: 3c905cdd-0ecf-4361-8cd1-7a5220b734b0

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/6/2020 4:44:01 PM

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Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	11/9/2020 8:34:12 AM
Signing Complete	Security Checked	11/9/2020 8:34:39 AM
Completed	Security Checked	11/9/2020 8:34:39 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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From time to time, Western Washington University (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Western Washington University:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nancy.larson@wwu.edu

To advise Western Washington University of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at nancy.larson@wwu.edu and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to nancy.larson@wwu.edu and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Western Washington University

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to nancy.larson@wwu.edu and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Western Washington University as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Western Washington University during the course of my relationship with you.