



**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN ENERGY NORTHWEST AND
PUBLIC UTILITY DISTRICT NO. 1 OF FERRY COUNTY**

As authorized under the Interlocal Cooperation Act, Revised Code of Washington (RCW) *Title § 39, Chapter 39.34*, this Interlocal Cooperative Agreement for Technical and/or Professional Services ("Agreement") is entered into by and between Energy Northwest (herein referred to as "EN"), a municipal corporation and joint operating agency of the State of Washington, acting by and through its Business Development Fund, with its principal office located at 345 Hills Street, Richland, WA 99352, and Public Utility District (PUD) No. 1 of Ferry County (herein referred to as "PUD"), a municipal corporation of the State of Washington, with its principal office located at 686 Clark Avenue, Republic, WA 99166. EN and PUD may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS the Interlocal Cooperation Act contained in RCW 39.34, authorizes local governments, such as the Parties to this Agreement, to contract for joint activities by which each of the Parties is individually authorized to perform to make the most efficient use of their respective resources; and

WHEREAS the PUD desires to obtain the most cost effective technical and/or professional services to support its needs, which will be more fully described in forthcoming Work Release Orders (WROs); and

WHEREAS, EN has the capacity and willingness to perform certain technical and/or professional services for the PUD hereinafter described in accordance with the provisions of this Agreement and the attached will be addressed in subsequent WROs; and

WHEREAS the PUD finds that after considering all relevant factors, that EN is qualified to perform the services needed and that such performance will further the PUD's business; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the Parties hereto agree as follows:

1. AUTHORITY AND PURPOSE

- 1.1 This Agreement is executed pursuant to Chapter 39.34 RCW as a cooperative endeavor of the Parties, as follows:
 - 1.1.1. RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.
 - 1.1.2. Pursuant to RCW 39.34.080, each Party is authorized to contract with any one or more public agencies to perform any governmental service, activity, or undertaking which each public PUD entering the contract is authorized by law to perform; provided that such contract shall be authorized by the governing body of each Party to the contract and shall set forth its purposes, powers, rights, objectives, and responsibilities of the contracting parties; and
- 1.2 The purpose of this Agreement is to establish a contractual relationship under which the PUD can procure specialty, technical or professional services from EN and EN can avail its employees for that purpose on an "as needed" basis to support needs of the PUD, and to set forth the Parties respective rights, obligations, costs, and liabilities for this undertaking.
- 1.3 This Agreement shall be effective only upon execution by the Parties and filing with the Benton County Auditor and/or posting an electronic copy of the Agreement on the Parties' respective websites in compliance with RCW 39.34.040.

2. SCOPE OF WORK

- 2.1 The "Services" EN may provide under this Agreement include (but are not limited to) the following and will be more fully described in the WROs.
 - Staff Augmentation Services
 - Engineering
 - IT
 - Cyber/IT Services
 - Safety Consultation Services
 - Demand Voltage Reduction
 - Demand Response
 - Electric vehicle services
 - Calibration Services
 - Strategic Planning
 - Project Management
 - Environmental Services
 - Enterprise Risk Management Services
 - Membership subscription services (e.g., DEED)
 - Human Resources/Recruiting Services
- 2.2 Services shall be requested by the PUD's General Manager (or designee) by WRO to EN. WRO's will be issued in accordance with the form provided in Exhibit "A" to this Agreement.

- 2.3 The exact Statement of Work, Period of Performance, and EN labor rates will be established prior to issuance of the WROs and agreed upon between the Parties once services have been requested by the PUD. The Parties intend for the WROs to supplement this Agreement, and the WROs shall be in the form reflected in Exhibit "A".

3. TERM

The duration of this Agreement, subject to its other provisions, shall be from its effective date when executed by both Parties, and expiring on December 31, 2031, unless otherwise terminated by either Party consistent with the terms and conditions set forth in this Agreement. This Agreement may be extended for an additional one-year term pursuant to the mutual written agreement of the Parties.

4. PAYMENT AND INVOICING TERMS

- 4.1 Payment for Services The PUD shall pay EN as follows:
Charges will be invoiced to the PUD by EN and will provide details on the number of hours chargeable, travel and subsistence charges, and any special services delivered as they are ordered/approved by the PUD.
- 4.2 Reimbursable Costs The PUD shall reimburse EN for all reasonable costs incurred in connection with the Services rendered, including, but not limited to, travel costs, subcontractors, materials (subcontract and materials costs include the supplier's invoiced cost to EN plus Energy Services & Development Overhead charge), computer costs, telephone, copies, delivery attributable to a project or Service (Reimbursable Costs). Hourly billable rates are subject to two annual adjustments (increase or decrease) during EN's fiscal year (FY). Adjustments to rates are based on EN's executive board approved overhead rates on or about May of each year and are applied to the next FY (July 1), and cost-of-living adjustments applied in August of each year. EN shall provide the PUD substantiation of Reimbursable Costs incurred.
- 4.3 Invoicing Invoices will be submitted monthly by EN for payment by the PUD. Payment is due upon receipt and is past due thirty days from receipt of invoice. If the PUD has any valid reason for disputing any portion of an invoice, the PUD will notify EN in writing within seven days of receipt of invoice by the PUD, and if no such notification is given, the invoice will be deemed valid. The portion of an invoice which is not in dispute shall be paid in accordance with the procedures set forth herein. That portion of the invoice in dispute shall be resolved in accordance with Section 8.8 of this Agreement within thirty days of the receipt by EN of the notice from the PUD as provided in this section.
- Reasonable attorney fees, court costs, or other costs incurred by EN in collection of delinquent accounts shall be paid by the PUD.
- 4.4 Taxes The PUD shall pay all state, local sales and use taxes applicable to goods and services provided under this Agreement. EN shall include sales tax charges, separately identified, in the EN invoices to the PUD.
- 4.5 Prevailing Wages Where public work will be performed for the PUD, EN shall verify workers are paid at least prevailing wages, as required under RCW Title 39.12.

5. CHANGES

The PUD may, with the approval of EN, issue written directions within the general scope of any Services to be ordered. Such changes shall constitute a Change Order for additional work or a change in the work covered by the WRO, but no change will be allowed unless agreed to by EN in writing. Any such approved Change Order may result in an adjustment to Cost or Schedule or both for the Services.

6. STANDARD OF CARE - WARRANTY

EN warrants that services shall be performed by personnel possessing competency consistent with applicable industry standards. Such warranty will be effective for a period of thirty days from the date of acceptance of the performance of such service. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise unless specifically set forth in the applicable WRO. Additionally, no guarantee is made as to the value of any services performed.

For the foregoing warranty to apply, a written claim must be made to EN as soon as reasonably practicable after the non-conformance is detected by the PUD and in no event later than the expiration of the aforesaid warranty period. The PUD agrees and hereby acknowledges that this remedy is adequate and serves its essential purpose.

THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY EN CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE.

7. INDEMNIFICATION AND LIABILITY

- 7.1 Indemnification Each party shall indemnify, defend, and hold the other Party, its departments, elected and appointed officials, employees, and agents, harmless from and against any and all claims, demands, damages, losses, actions, liabilities, costs, and expenses, including reasonable attorney's fees, for any bodily injury, sickness, disease, or death, or any damage or destruction of property, including the loss of use therefrom, which are alleged or proven to be caused in whole or in part by a negligent act or omission of the other Party, its officials (elected or appointed), officers, directors, employees and agents.

If the claim, suit or action for injuries, death or damages as provided for in the preceding paragraph is caused by or results from the concurrent negligence of the Parties or their respective agents or employees, the indemnity provision shall be valid and enforceable only to the extent of the indemnitor's/indemnitee's negligence.

- 7.2 Industrial Insurance Act The indemnification obligations contained in this Section 7.1 shall not be limited by any worker's compensation, benefit or disability laws, and each indemnifying party hereby waives any immunity that said indemnifying party may have under the Washington Industrial Insurance Act, Title 51 RCW, and similar worker's compensation, benefit, or disability laws. THE PARTIES ACKNOWLEDGE BY THEIR EXECUTION OF THIS AGREEMENT THAT EACH OF THE INDEMNIFICATION PROVISIONS OF THIS AGREEMENT (SPECIFICALLY INCLUDING BUT NOT LIMITED TO THOSE RELATING

TO WORKER'S COMPENSATION BENEFITS AND LAWS) WERE SPECIFICALLY NEGOTIATED AND AGREED TO BY THE PARTIES AFTER AN OPPORTUNITY TO CONSULT WITH COUNSEL.

- 7.3 Limitation of Liability Except for the indemnifications set forth in Section 7.1, neither Party shall be liable for any special, indirect, consequential, lost profits, or punitive damages. The limitation of liability set forth herein is for any and all matters for which the Parties may otherwise have liability arising out of or in connection with this Agreement, whether the claim arises in contract, tort (negligence of whatever degree), strict liability, under any warranty, or under any other legal or equitable theory of law, of any nature arising at any time from any cause whatsoever.

The PUD hereby agrees that to the fullest extent permitted by law, EN's total aggregate liability to the PUD for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any causes or causes including EN's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total sum paid to EN under the respective WRO issued under this Agreement. Notwithstanding the foregoing, the provisions of Section 7.3 shall not apply to EN's obligations under Section 7.1.

- 7.4 Insurance Each Party hereto agrees to procure and maintain, at its expense liability insurance of \$1,000,000 per claim for protection against claims, including bodily injury and property damage claims, arising out of the performance or receipt of services under this Agreement caused by negligent acts, errors, or omissions for which it is legally liable. Each party hereto shall deliver to the other party, within ten days subsequent to execution of the Agreement by the parties and prior to commencing work, a Certificate of Insurance, identified on its face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificate shall provide that not less than thirty days advance notice will be given in writing to the other party hereto prior to cancellation, termination or alteration of said policies of insurance.
- 7.5 Survival The Parties agree Sections 6 and 7 shall survive the expiration or termination of this Agreement.

8. MISCELLANEOUS

- 8.1 Insecurity and Adequate Assurances If reasonable grounds for insecurity arise with respect to the PUD's ability to pay for the Services in a timely manner, EN may demand in writing adequate assurances of the PUD's ability to meet its payment obligations under this Agreement. Unless the PUD provides the assurances in a reasonable time and manner acceptable to EN, in addition to any other rights and remedies available, EN may partially or totally suspend its performance while awaiting assurances, without liability to the PUD.
- 8.2 Severability Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

- 8.3 Waiver The waiver or breach of this Agreement by either Party shall not be considered a waiver of any other subsequent breach
- 8.4 Independent Contractor EN is an independent contractor to the PUD; no personnel furnished by EN shall be deemed under any circumstances to be the agent, employee, or servant of the PUD.
- 8.5 Termination Each Party shall have the right to terminate this Agreement with or without cause at any time during the initial or extended term of this Agreement by giving thirty days' written notice of the termination to the other party by regular mail to the person identified in Section 8.6. The termination will be effective on the thirty-first day from the date the written notice was sent.
- 8.6 Notices All notices or other communications hereunder shall be in writing and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section.

If to EN:

Energy Northwest
ATTN: Tracy Yount
P. O. Box 968, MD1035
Richland, WA 99352
Phone: (509) 377-1008
Email: tyount@energy-northwest.com

If to PUD:

Public Utility District No. 1 of Ferry County
ATTN: Steve Van Slyke
686 S. Clark Ave.
Republic, WA 99166
Phone: (509) 775-3325
Email: svanslyke@fcpud.com

A Party may, by notice given in accordance with this Section to the other Party, designate another address or person or entity for receipt of notices hereunder.

- 8.7 **Assignment** This Agreement is not assignable or transferable by either party without the written consent of the other party, which consent shall not be unreasonably withheld or delayed.
- 8.8 **Disputes** EN and the PUD recognize that disputes arising under this Agreement are best resolved at the working level by the Parties directly involved. Both Parties are encouraged to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each Party's organization for resolution. Failing resolution of conflicts at the organizational level, then the Parties may take other appropriate action subject to the other terms of this Agreement and as available at law.
- 8.9 **Section Headings** Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.
- 8.10 **Representations; Counterparts** Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of such Party, with full right and authority to execute this Agreement and to bind such Party with respect to all its obligations hereunder.
- 8.11 **Residuals** Nothing in this Agreement or elsewhere will prohibit or limit EN's ownership and use of ideas, concepts, know-how, methods, models, data, techniques, skill knowledge and experience that were used, developed, or gained in connection with this Agreement. EN and the PUD shall each have the right to use all data collected or generated under this Agreement.
- 8.12 **Non-solicitation of Employees** During and for one year after the term of this Agreement, the PUD will not solicit the employment of, or employ EN's personnel, without EN's prior written consent.
- 8.13 **Cooperation** The PUD will cooperate with EN in taking actions and executing documents, as appropriate, to achieve the objectives of this Agreement. The PUD agrees that the EN's performance is dependent on the PUD's timely and effective cooperation with EN. Accordingly, the PUD acknowledges that any delay by the PUD may result in EN being released from an obligation or scheduled deadline or in the PUD having to pay extra fees for EN's agreement to meet a specific obligation or deadline despite the delay.
- 8.14 **Governing Law and Interpretation** This Agreement will be governed by and construed in accordance with the laws of the State of Washington, without regard to the principles of conflicts of law. Each party agrees that any action arising out of or in connection with this Agreement shall be brought solely in courts of the State of Washington, in Benton County.
- 8.15 **Entire Agreement; Survival** This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements, or contracts (whether oral or written) between the PUD and EN respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the Parties.
- 8.16 **Force Majeure** EN shall not be responsible for delays or failures (including any delay by EN to make progress in the prosecution of any Services) if such delay arises out of causes

beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

- 8.17 Use by Third Parties Work performed by EN pursuant to this Agreement are only for the purpose intended and may be misleading if used in another context. The PUD agrees not to use any documents produced under this Agreement for anything other than the intended purpose without EN's written permission. This Agreement shall not create any rights or benefits to parties other than to the PUD and EN.
- 8.18 Entity Status This Agreement shall not require formation of any new governance entity. No property will be acquired or held, and no joint board or administrator is necessary to accomplish the purpose of this Agreement.
- 8.19 Audits The PUD, shall, during the life of this Agreement, and for a period of three (3) years from the last day of the Agreement term, and at its sole expense, retain accurate books, records and original documentation (or to the extent approved by EN, photographs, or other authentic reproductions) which shall be freely disclosed to EN, its representatives, the Washington State Auditor, and the Bonneville Power Administration, to permit verification of performance and EN's entitlement to payment under this Agreement, and to support any change requests, termination claims or any other claim submitted by EN. A copy of these records shall be available to EN upon EN's request.
- 8.20 Public Records In the event a request under the Washington Public Records Act is received by either Party for records associated with this Agreement, the Parties shall cooperate with each other for purposes of responding to such requests.
- 8.21 Non-Discrimination The Parties agree not to discriminate in the performance of this Agreement on the basis of race, color, national origin, sex, age, religion, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last below written:

**PUBLIC UTILITY DISTRICT NO. 1
FERRY COUNTY**

Accepted by: Signed by:
Steve Vanslyke
96101E218E45495...

Name: Steve Vanslyke

Title: Manager

Date: 12/2/2025

ENERGY NORTHWEST

Accepted By: Signed by:
Silvia Clark
0E95B89C4691435...

Silvia Clark
Procurement Specialist II

Date: 12/8/2025



**INTERLOCAL AGREEMENT
WORK RELEASE ORDER NO. 1**

District: **PUBLIC UTILITY DISTRICT NO. 1 OF FERRY COUNTY**
ATTN: Terri Kammers
PO BOX 1039
Republic, WA 99166

Agreement No.: 41222
WRO No.: 1
WRO Date: January 1, 2026

Under the provisions of Agreement No 41222, this Work Release Order (WRO) between Energy Northwest (EN) and Public Utility District No.1 of Ferry County (District) authorizes EN to proceed with the Work outlined below;

1. STATEMENT OF WORK

Energy Northwest shall provide the following services as described in Exhibit A ("Services") on behalf of Public Utility District No. 1 of Ferry County ("Participant"). Participant hereby authorizes Energy Northwest to take such actions on its behalf, including to engage with SRECTrade ("Aggregation Agent") to perform Services on behalf of Participant.

2. PERIOD OF PERFORMANCE

Estimated Start Date:
Initial Term: January 1, 2026, through June 30, 2027

3. TERMINATION

The one-year term will auto renew, either Party may prevent automatic renewal, thereby terminating this agreement upon completion of the current Term, by providing written notice at 90 days prior to the end the Term.

4. CONSIDERATION

Compensation for the services provided shall under the terms of RCW 39.34.130 and in accordance with this Agreement under one of the below listed methods of payment:

3.1 Fees

In exchange for performance of the Services, Fees shall be assessed on Transactions of Credits related to Clean Fuel Assets as a percentage of Credit Transaction value. Credit Transaction Value shall equal the number of credits transacted multiplied by the Transaction price per Credit.

- A. The fee to be paid in connection with Transactions of Credits produced from Clean Fuel Assets will follow the schedule below.
- B. A minimum fee or the percentage-based fee will apply to all Transactions. The cumulative amount of aggregated minimum fees shall not exceed half of the total Transaction Value.

Cumulative Credit Transacted	Management Fee	Minimum Fee
0 – 2,500	11.5% (of credit transaction value)	\$11.50 per credit
2,501 – 5,000	10.0% (of credit transaction value)	\$10.00 per credit
Greater than 5,000	8.0% (of credit transaction value)	\$8.00 per credit

- C. In exchange for performance of the Services related to Renewable Energy Assets, refer to Exhibit A.

3.2 Obligations

Participant agrees that, at all times during the Term, Participant shall provide all information requested by Energy Northwest or its Aggregation Agent to provide Services and such information shall be true, complete, and correct in all material respects and shall include, but is not limited to, information required to register and deactivate eligible assets, information provided by Department of Ecology for residential credits, submit ongoing reports, perform activities related to administering and monetizing credits and other reporting and correspondence with the Regulator. Participant attests that the information provided to the Aggregation Agent to register clean fuel assets and report the ongoing fuel supply and/or consumption data with the regulator is complete and correct, in the event the information provided by the Participant is incorrect the Participant is liable for all claims, damages, expenses that are incurred as a result of any inaccuracy, negligence, or willful misconduct in the information the Participant provided.

- A. Participant understands and agrees that there is no guarantee of successful creation, transaction, or monetization of Credits.
- B. Participant warrants that it is the owner, or represents the owner, who hold(s) legal title to the Credits associated with fuel supply equipment Assets under these Programs. All right, title and interest in and to the Credits shall be free and clear of any liens, taxes, claims, security interests, or other encumbrances and that Participant has not sold the credits to any other person or entity. If Participant is acting on behalf of a third-party owner of the assets from which the Credits are derived, upon request Participant shall provide Energy Northwest or its Aggregation Agent evidence of Participant’s legal rights to the credits. Participant releases rights to report and claim the Credits under this program.
- C. Participant designates the Aggregation Agent to act on its behalf with regards to the registration, reporting, and marketing of Credits under these Programs, and will execute documents as required by the Regulator for the Aggregation Agent to provide Services. Participant understands fees charged by the Department of Ecology for CFS program participation will be paid by the Participant to the Department of Ecology.

- (a) The Regulator may request access to information, including copies of documents delivered to Energy Northwest or Aggregation Agent by Participant, pursuant to applicable legal or regulatory requirements. If requested, access to such documents and information will be provided under the supervision of Energy Northwest or Aggregation Agent
- (b) The current regulatory credit generating structure provides the Regulator authority to suspend, restrict, modify, or revoke any account; modify or delete a certified Carbon Intensity ("CI"); restrict, suspend, or invalidate credits; or recalculate the deficits in an account. Should any of these events occur, or in the event of material changes to the regulatory Credit generating structure, or other changes significantly impacting this Agreement, Energy Northwest and Participant shall negotiate changes to this Agreement, via written modification, in good faith to reflect necessary additional work or costs to be incurred due to changes in the regulatory structure. In all respects, this Agreement shall be interpreted in a manner that is consistent with the requirements of the applicable regulations, including subsequent changes to the regulations that may occur during the term of this Agreement.

5. ADMINISTRATION

EN Technical Representative
 Allison Krienke
 (509) 372-5363
ajkrienke@energy-northwest.com

District
 Terri Kammers
 (509) 775-3325
deputytreasurer@fcpud.com

EN Procurement Specialist
 Silvia Clark
 (509) 372-5499
sclark@energy-northwest.com

6. EXECUTION

IN WITNESS WHEREOF the District and Energy Northwest have executed this WRO No. 1 to be included as part of Interlocal Agreement No. 41222 each by its proper respective officers and officials thereunto duly authorized the date written below.

PUBLIC UTILITY DISTRICT

Signed by:
 Accepted by: Steve Vanslyke
96101E218E45495...
 Name: Steve Vanslyke
 Title: Manager
 Date: 12/2/2025

ENERGY NORTHWEST

Signed by:
 Accepted By: Silvia Clark
0E95B89C4691435...
 Silvia Clark
 Procurement Specialist II
 Date: 12/8/2025

EXHIBIT A - Services

1. **Clean Fuel Assets**. Energy Northwest and its Aggregation Agent will provide to Participant certain transaction and management Services as described in this Agreement, relating to Participant credits (“**Credits**”) that may result from Participant eligibility and operation of eligible owned or leased equipment (“**Clean Fuel Assets**” or “**Assets**”) pursuant to the Washington Clean Fuel Standard (“**WA CFS**”), or other similar incentive programs that become available. Participant understands and agrees that there is no guarantee of successful creation, transaction, or monetization of Credits.
 - (a) **Account Setup and Fueling Supply Equipment (“FSE”) Registration**
 - (i) Provide administrative services associated with account registration under the WA CFS, including creating and managing accounts under the appropriate tracking registry (“**Registry**”)
 - (j) Register Clean Fuel Assets to generate Participant Credits with the Washington Department of Ecology, or other relevant regulatory body (“**Regulator**”).
 - (b) **Manage and Maintain Reporting Requirements**
 - (i) Provide management and maintenance services for all reporting requirements deemed mandatory or recommended by Regulator.
 - (ii) SRECTrade and Participant will work together to collect usage and fuel transaction data. Participant will be responsible for all costs associated with making the Assets ready to register and report.
 - (iii) SRECTrade will report consumption data to the Registry for clean fuel assets generating Participant Credits and act as the administrative agent between Participant and Registry.
 - (iv) Participant will be provided with an online account at SRECTrade.com that provides information about Participant Clean Fuel Assets, Credit transaction histories, direct deposit payment details, and other information, and to facilitate Participant obligations under this Agreement.
 - (c) **Activity in Participant’s Registry Account**
 - (i) In the case that SRECTrade is providing Services within Participant Registry account(s), Participant agrees to establish and grant access to SRECTrade.
 - (ii) SRECTrade agrees that when operating within Participant Registry Account(s) to limit activity to that necessary to provide Services.
 - (d) **Marketing, Sale, and Payment of Credits**
 - (i) Once Credits are issued and made available for sale, SRECTrade will facilitate all marketing and sales of the Credits (each, a “**Transaction**”). By agreeing to this term, Participant gives SRECTrade permission to execute Credit Transactions (“**Transact**”) at SRECTrade’s sole discretion. SRECTrade shall negotiate in good faith and use commercially reasonable efforts to maximize the value of such Transactions.
 - (ii) Following Transaction execution, Participant will be notified of a successful Transaction.
 - (iii) SRECTrade will facilitate all settlement, delivery, and payment for all Credit Transactions.
 - (e) **Purchase of Renewable Energy Credits**
 - (i) SRECTrade may be able to purchase Renewable Energy Credits (RECs) on behalf of Participant to help lower the carbon intensity of Participant’s fuel and increase value paid to Participant. By agreeing to this term, Participant gives SRECTrade permission to facilitate the purchase of RECs on its behalf. The purchase price of these RECs will be based on what is readily available to SRECTrade and be executed at SRECTrade’s sole discretion. The costs to purchase RECs will be netted from Transaction proceeds. In no event will the purchase of RECs result in a lower net benefit to Participant.
 - (f) **Information**. If to provide Services contemplated herein SRECTrade needs any other information that is not outlined or anticipated, Participant will work with SRECTrade in a timely manner to provide the information.

2. **Renewable Energy Assets**. If desired by the Participant, Energy Northwest and its Aggregation Agent can provide to Participant certain Transaction and management Services as described in this Agreement, relating to the Credits that may result from Client’s operation of eligible renewable energy

equipment (“**Renewable Assets**” or “**Assets**”). Client understands and agrees that there is no guarantee of successful creation, Transaction, or monetization of Credits

(a) Solar Photovoltaic Asset Registration

- (i) Register and provide administrative services associated with the registration of Client’s solar photovoltaic generation unit(s) with the Western Renewable Energy Generation Information System (“**WREGIS**”), or other relevant regulatory body or tracking Registry.

(b) Manage and Maintain Reporting Requirements

- (i) Provide management and administrative services for all reporting requirements deemed mandatory by WREGIS or other relevant Registry.
- (ii) SRECTrade and Client will work together to collect solar generation unit(s) information and generation data.
- (iii) Participant must engage a Qualified Reporting Entity (QRE) to ensure solar generation is reported to WREGIS as required. Participant will be responsible for all costs associated with engaging a QRE and otherwise making the units ready to register and report.
- (iv) Participant will be provided with an online account at SRECTrade.com that provides information about Participant Renewable Assets, Credit Transaction histories, direct deposit payment details, and other information.

(c) Marketing, Sale, and Payment of Credits

- (i) Once Credits are issued and made available for sale, SRECTrade will facilitate all marketing and sales of the Credits. By agreeing to this term, Participant gives SRECTrade permission to sell its Credits at SRECTrade’s sole discretion. SRECTrade shall negotiate in good faith and use commercially reasonable efforts to maximize the value of such Transactions.
- (ii) Following Transaction execution, Participant will be notified of a successful Transaction.
- (iii) SRECTrade will facilitate all settlement, delivery, and payment for all Credit Transactions.
- (iv) It is anticipated that Credits will be transacted quarterly based on the following schedule and payment will be remitted within fifteen (15) business days of Transaction via direct deposit to the Company. Should the Credit Transaction be delayed, SRECTrade will notify the Company of the anticipated Transaction date.
 - a. Q1 (January – March Generation): On or before October 31
 - b. Q2 (April – June Generation): On or before January 31 (of the following year)
 - c. Q3 (July – September Generation): On or before April 30 (of the following year)
 - d. Q4 (October – December Generation): On or before July 31 (of the following year)

(d) Information. If to provide Services contemplated herein SRECTrade needs any other information that is not outlined or anticipated, Participant will work with SRECTrade in a timely manner to provide the information.

Fees – Renewable Energy Assets. Fees will be assessed on Transactions of Credits related to Renewable Energy Assets as a percentage of Credit Transaction Value. Credit Transaction Value will equal the number of credits transacted multiplied by the Transaction price per Credit.

(a) Fee: The Fees payable to SRECTrade on the Transactions of Credits arising from Renewable Energy Assets are shown in the fee schedule below as a percentage of Transaction value and subject to the minimum per credit fee, whichever is greater. These fees may be amended from time to time with written notice from SRECTrade to Participant. The cumulative amount of aggregated minimum fees will not exceed half of the total Transaction Value.

System Size*	Fee	Minimum Fee
0 – 500 KW	20% of Transaction Value	\$2.50 per REC
501 KW – 1,000 KW	12.5% of Transaction Value	\$1.50 per REC
Greater than 1,000 KW	7.5% of Transaction Value	\$1.00 per REC

* KW = kilowatt. MW = megawatt

(b) Payment of Proceeds: Fees will be subtracted from credit Transaction Value, and the resulting net proceeds paid to Participant within fifteen (15) business days of the Credit Transaction. Should the Credit transaction and payment be delayed, SRECTrade will notify Participant of the anticipated transaction date.