



AGENDA
BENTON COUNTY PUBLIC UTILITY DISTRICT NO. 1
REGULAR COMMISSION MEETING

Tuesday, September 9, 2025, 9:00 AM
2721 West 10th Avenue, Kennewick, WA

The meeting is also available via MS Teams
The conference call line (audio only) is:
1-323-553-2644; Conference ID: 649 302 643#

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Agenda Review**

4. Public Comment

(Individuals desiring to provide public comment during the meeting on items relating to District business, whether in person or remotely will be recognized by the Commission President and provided an opportunity to speak. Comments are limited to five minutes. Public Comment can also be sent to the Clerk of the Board in advance of the meeting at commission@bentonpud.org. Guidelines for Public Participation can be found on the Benton PUD District website at <https://www.bentonpud.org/About/Commission/Meeting-Agendas-Minutes>.)

5. Treasurer's Report

pg. 3

6. Approval of Consent Agenda

(All matters listed within the Consent Agenda have been distributed to each member of the Commission for reading and study, are considered routine, and will be enacted by one motion of the Commission with no separate discussion. If separate discussion is desired by any member of the Commission, that item will be removed from the Consent Agenda and placed on the Regular Agenda by request.)

Executive Administration/Finance

- | | |
|---|--------|
| a. Minutes of Regular Commission Meeting of August 26, 2025 | pg. 7 |
| b. Travel Report dated August September 9, 2025 | pg. 15 |
| c. Vouchers dated September 9, 2025 | pg. 16 |

Operations/Engineering

- | | |
|--|--------|
| d. Agri-Northwest Quillen OH – Work Order 747458 | pg. 38 |
| e. Quit Claim Deed – Maple Meadows Subdivision | pg. 40 |

Procurement

- | | |
|--|--------|
| f. Contract #10-46-07 – Energy Northwest – APEL Co-Location – CO#11 | pg. 45 |
| g. Resolution No. 2707- Vista Bay 2 Metalclad – Surplus of Equipment | pg. 48 |

7. Management Report

8. Business Agenda

- | | |
|--|--------|
| a. Resolution No. 2706 - Amendments to Interlocal Agreement with NoaNet
and the Admission of New Member – Contract #25-46-10 – C. Folta | pg. 51 |
|--|--------|

- 9. Other Business**
- 10. Future Planning**
- 11. Meeting Reports**
- 12. Executive Session**
- 13. Adjournment**

(To request an accommodation to attend a commission meeting due to a disability, contact dunlapk@bentonpud.org or call (509) 582-1270, and the District will make every effort to reasonably accommodate identified needs.)

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON CO., WA.

TREASURER'S REPORT TO COMMISSION FOR AUGUST 2025

Sep 3, 2025

Final

REVENUE FUND:

	RECEIPTS	DISBURSEMENTS	BALANCE
08/01/25 Cash Balance			\$ 3,881,631.62
Collections	\$ 17,636,226.41		
Bank Interest Earned	7,842.75		
Investments Matured	8,532,962.36		
Miscellaneous - BAB's Subsidy	-		
Transfer from Debt Service Fund	-		
EFT Taxes		\$ 1,037,482.89	
Checks Paid		440,722.34	
Debt Service to Unrestricted		-	
Debt Service to Restricted		558,950.73	
Investments Purchased		8,651,247.72	
Deferred Compensation		269,452.80	
Department of Retirement Systems		168,272.25	
Purchase Inv		-	
Special Fund-Construction Funds		-	
Purchased Power		10,819,198.70	
Direct Deposit - Payroll & AP		4,056,106.89	
Credit Card Fees		35,238.93	
Miscellaneous - Purchase interest on an investment		-	
Sub-total	\$ 26,177,031.52	\$ 26,036,673.25	
08/31/25 Cash Balance			\$ 4,021,989.89

Investment Activity	Balance 08/01/25	Purchased	Matured	LGIP Interest	Balance 08/31/25
	\$51,342,600.00	9,058,950.73	8,532,962.36	\$151,247.72	\$52,019,836.09

Check Activity	Balance 08/01/25	Issued	Redeemed	Cancelled*	Balance 08/31/25
	\$105,081.00	\$420,661.65	\$440,722.34	\$2,215.35	\$82,804.96

Unrestricted Reserves:	08/01/25	08/31/25	Change
Minimum Operating Reserves (90 DCOH) Incl. RSA ⁽¹⁾	\$ 32,771,070.00	\$ 32,771,070.00	\$ -
Designated Reserves (Customer Deposits Account)	1,900,000.00	1,900,000.00	-
Designated Reserves (Power Market Volatility Account)	5,000,000.00	5,000,000.00	-
Designated Reserves (Special Capital Account)	10,766,308.29	10,766,308.29	-
Undesignated Reserves (Climate Commitment Act)	3,626,558.84	3,626,558.84	-
Undesignated Reserves (DCOH -5 days) ⁽²⁾	(2,224,057.67)	(1,965,414.04)	258,643.63
Unrestricted Reserves Total	\$ 51,839,879.46	\$ 52,098,523.09	\$ 258,643.63
DCOH - Beginning and Ending of Month	142	143	
DCOH - Year-end Projection (Unrestricted \$41.8M)	117	115	
DCOH - Year-end Projection (Construction \$0.0M)	0	0	
Restricted Reserves:			
Bond Redemption Accounts	3,384,352.17	3,943,302.90	558,950.73
Construction Account	0.00	0.00	-
Restricted Reserves Total	3,384,352.17	3,943,302.90	558,950.73
TOTAL RESERVES	\$ 55,224,231.63	\$ 56,041,825.99	\$ 817,594.36

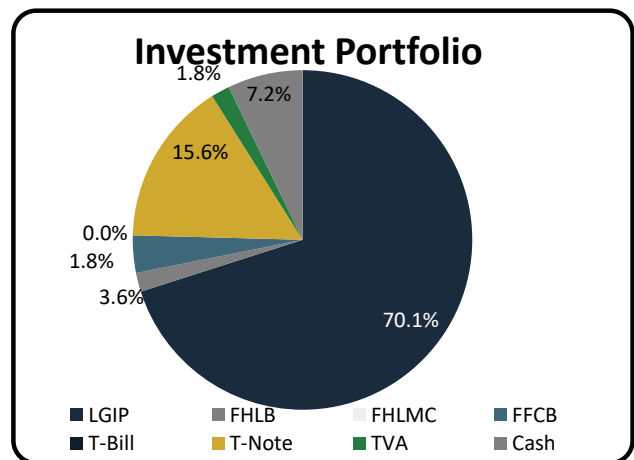
(1) RSA (Rate Stabilization Account): \$7,500,000.00

(2) Undesignated Reserves are periodically reviewed to reallocate to the Designated Reserve accounts

Prepared by: Keith Mercer
Keith Mercer, Treasurer

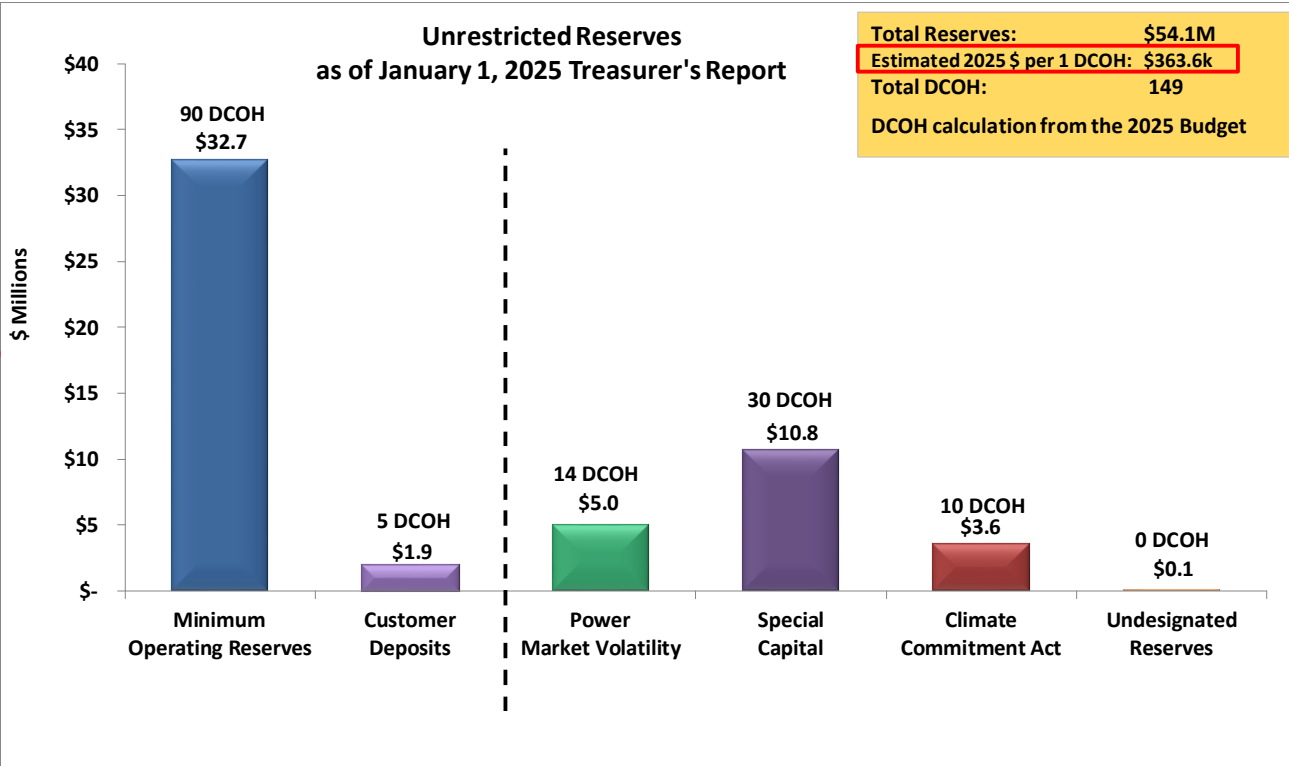
Certified by: Jon Meyer
Jon Meyer, Auditor

as of August 31, 2025

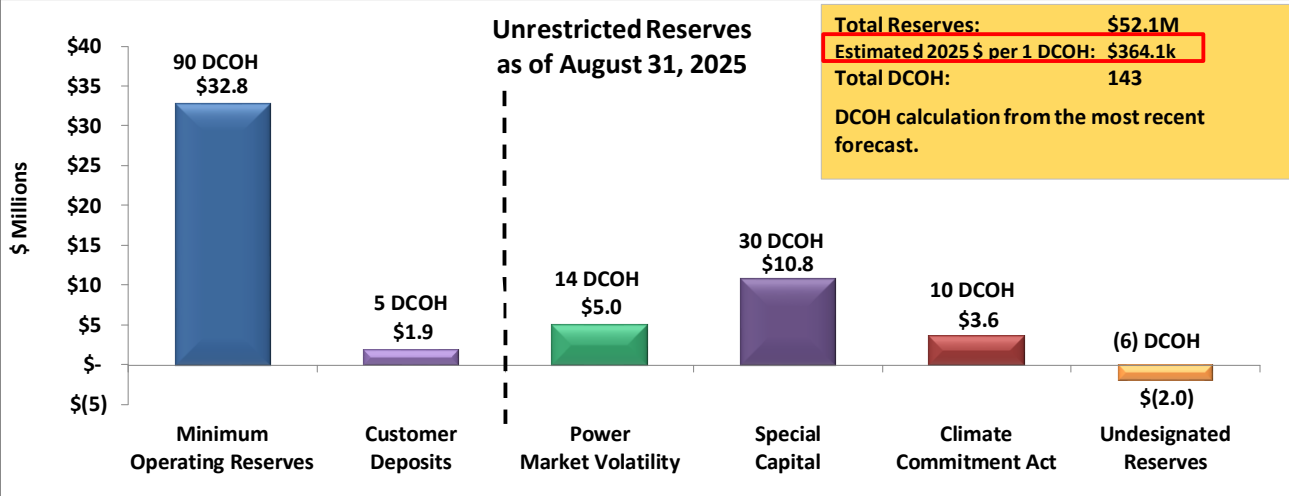
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Unrestricted Reserves and Days Cash on Hand (DCOH)

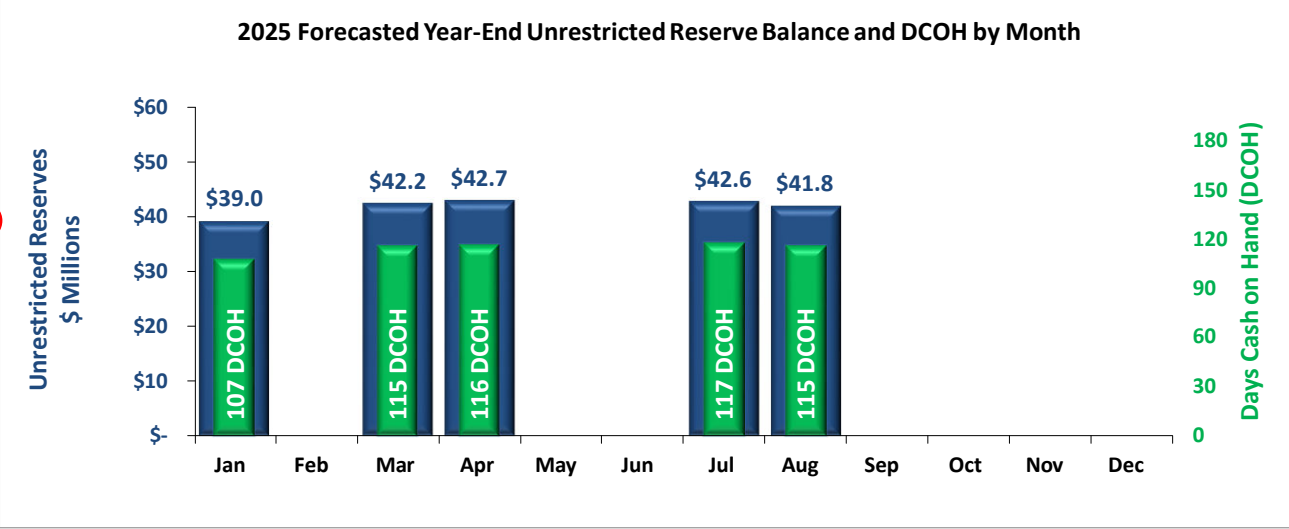
#1

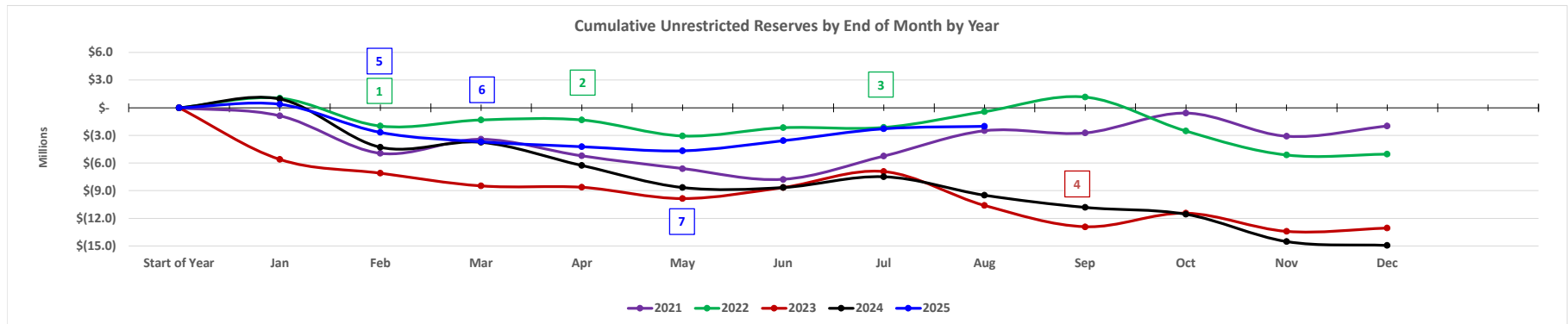


#2



#3





Note: Any money disbursed for a bid guarantee, received from the Climate Commitment Act auction proceeds, or received from issuing bonds was removed for comparison purposes (i.e. 2023 bond issue).

Other Notable Information:

Weather can play a major factor with customer loads (retail revenue) that can ultimately increase or decrease the District's Unrestricted Reserves.

1. (2022 - February) Adjusted balance down ~\$6.3 million for January BPA invoices that were paid in March due to timing of when the invoices were issued. These invoices are typically paid in February.
2. (2022 - April) Adjusted balance down ~\$5.7 million for March BPA invoices that were paid in May due to timing of when the invoices were issued. These invoices are typically paid in April.
3. (2022 - July) Adjusted balance down ~\$4.3 million for June BPA Power invoice that was paid in August due to timing of when the invoice was issued. This invoice is typically paid in July.
4. (2023 - September) Adjusted balance down ~\$5.3 million for August BPA power and transmission invoices that were paid in October due to timing of when the invoice was issued. These invoice would typically pay in September.
5. (2025 - February) Adjusted balance down ~\$5.3 million for January BPA Invoices that were paid in March due to timing of when the invoices were issued. These invoices are typically paid in February.
6. (2025 - March) Adjusted balance down ~\$6.5 million for February BPA Invoices that were paid in April due to timing of when the invoices were issued. These invoices are typically paid in March.
7. (2025 - May) Adjusted balance down ~\$5.4 million for April BPA Invoices that were paid in June due to timing of when the invoices were issued. These invoices are typically paid in May.

MINUTES

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY REGULAR COMMISSION MEETING

Date: August 26, 2025

Time: 9:00 a.m.

Place: 2721 West 10th Avenue, Kennewick, Washington

Present: Commissioner Jeff Hall, President
Commissioner Lori Kays-Sanders, Vice-President
Commissioner Mike Massey, Secretary
General Manager Rick Dunn
Senior Director of Finance & Executive Administration Jon Meyer
Assistant General Manager/Sr. Director Engineering & Operations Steve Hunter
Director of Power Management Chris Johnson
Director of IT & Broadband Services Chris Folta
Director of Customer Service and Treasury Keith Mercer
Supervisor of Executive Admin/Clerk of the Board Cami McKenzie
Records Program Administrator II Nykki Drake
Administrative Assistant II Shannon Sensibaugh
General Counsel Allyson Dahlhauser

Benton PUD employees present during all or a portion of the meeting, either in person or virtually: Blake Scherer, Senior Engineer Power Management; Dax Berven, Senior Engineer; Duane Crum, Manager of IT Infrastructure; Duane Szendre, Superintendent of Operations; Eric Dahl, Communications Specialist II; Evan Edwards, Manager of System Engineering; Jennifer Holbrook, Senior Manager of Applied Technology; Jenny Sparks, Manager of Customer Engagement; Jodi Henderson, Manager of Communications & Government Relations; Katie Grandgeorge, Financial Analyst III; Karen Dunlap, Manager of Human Resources; Kent Zirker, Manager of Accounting; Levi Lanphear, Procurement Administrator; Michelle Ochweri, Manager of Procurement; Paul Holgate, Cyber Security Engineer III; Robert Inman, Superintendent of Transportation & Distribution; Robert Frost, Supervisor of Energy Programs; Shanna Everson, Distribution Designer; Tyson Brown, Procurement Specialist I; Zach Underhill, Distribution Designer; Kristen Demory, Customer Service Business Analyst III; Kayla Sidwell, Senior Communications Specialist.

Call to Order & Pledge of Allegiance

The Commission and those present recited the Pledge of Allegiance.

Agenda Review

There were no changes to the agenda.

Public Hearing – 2026-2029 Clean Energy Implementation Plan Introduction

The President opened the public hearing by announcing its purpose: to provide customers and stakeholders an opportunity to provide input during the development, and prior to the adoption, of the 2026-2029 Clean Energy Implementation Plan (CEIP).

Senior Engineer Blake Scherer, Power Management, explained this was the first of three planned public hearings. He reviewed the CEIP Plan and highlighted key elements, beginning with Washington's Clean Energy Transformation Act (CETA), which establishes the following standards:

- No coal resources by the end of 2025
- Greenhouse gas neutral by 2030
- 100% clean electricity by 2045

He noted that under CETA, consumer-owned utilities are required to file a four-year plan with the Department of Commerce that includes:

1. Specific actions to demonstrate progress toward meeting the clean energy standards;
2. Interim target for the percentage of retail load served using clean energy resources;
3. Specific targets for energy efficiency, demand response, and renewable energy;
4. Specific actions to support an equitable transition.

He further discussed additional components of the CEIP, including resource planning, resource adequacy, and clean electricity percentage targets. He reviewed potential actions, alternative compliance pathways, and CETA penalties. Equity was identified as a major focus with attention to named communities, equitable transition indicators, and low-income energy assistance programs. Finally, Mr. Scherer described the process for public input and comment, including available options for participation and information provided on the CEIP website.

There was a discussion about the change from "energy burden" to "electric energy burden" and Director Johnson said they were still required to assist customers impacted by energy burden and adjustment would be made if new requirements were added later.

Testimony

Chuck Torelli raised concern that the federal Low-Income Energy Initiative (LIEI) program had been discontinued. Director Johnson acknowledged the concern and confirmed that staff were actively monitoring the issue.

Roger Ovic raised questions regarding the energy category labeled "Unspecified" and its drop after 2024. He also inquired about potential impacts of the Columbia River Treaty between the United States and Canada.

Engineer Blake Scherer explained that the reduction was due to low water years and the transition in 2024 to Benton PUD's first year operating under load following rather than the previous "slice" customer block arrangement.

General Manager Dunn explained that an agreement in principle on the Columbia River Treaty had been reached during the Biden administration and that things seemed to be heading in the right direction with a reduction in the amount of hydropower going to Canada, but that no new progress has been made since the change in administrations. Dunn also stated that flood control provisions of the Treaty expired in 2024 and that operations are now in "called upon" status which means flood management is based on current forecasts and conditions and that Canada is providing less water storage than before. To make up for the reduction in Canadian storage, the U.S. must make more room for flood waters by lowering the reservoir behind Grand Coulee Dam (Lake Roosevelt) as well as the John Day Dam pool which is a relatively minor contribution compared to Lake Roosevelt. He said he would be giving a presentation on this issue to the Columbia Center Rotary on September 16 (confirmed presentation will be to Richland Rotary).

After testimony and discussion, with no further public comments, the public hearing was closed.

Public Comment – Regular Agenda

None.

Consent Agenda

MOTION: Commissioner Sanders moved to approve the Consent Agenda items "a" through "e". Commissioner Massey seconded and upon vote, the Commission unanimously approved the following:

- a. Regular Commission Meeting Minutes of August 12, 2025
- b. Travel Report dated August 26, 2025
- c. Vouchers (report dated 26, 2025) audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing made available to the Commission and approved as follows for payment:
Accounts Payable: Automated Clearing House (DD) Payments: 110284-110320 and 110476-110499 in the amount of \$1,683,991.91.
Checks & Customer Refund Payments (CHK): 90554-90651 in the amount of \$359,697.44;
Electronic Fund Transfer (WIRE) Payments: 7358-7362 in the amount of \$411,821.61;
Residential Conservation Rebates: Credits on Customer Accounts in the amount \$430.00;
Payroll: Direct Deposit – 8/14/2025: 110321-110475 in the amount \$443,312.53;
Voided checks (August, 2025) in the amount of \$345.70;
Grand total - \$2,899,253.49
- d. Farm Cable Replacement – 2025/2026 - Work Order #743636
- e. Moon Security Change Order #13, Contract #16-38-02

Management Report

Power Management:

1. BPA High Water Mark Adjustment (HWM) - Director Chris Johnson reported that BPA was working on adjustments to how it divides up the Tier 1 allocation across all utilities. The recent update indicates a positive adjustment, HWM is going up, meaning a larger share of affordable Tier 1 energy for Benton PUD compared to other utilities.

IT & Broadband Services:

1. Director Chris Folta reported on the August 13 NoaNet Board of Directors meeting, where the Board unanimously approved two key actions:
 - Recommending amendments to the governing interlocal cooperation agreement (ILA), bylaws, and Articles of Incorporation to expand membership eligibility to all public agencies, as defined by Washington statute.
 - Approving the Spokane Regional Broadband Development Authority ("Broadlinc") for membership.

Final approval of these actions will occur on September 10, when NoaNet member representatives vote on resolutions to achieve these actions. In preparation, at Benton PUD's September 9 meeting, a resolution will be presented to:

- Authorize Commissioner Hall, as the District's member representative, to vote in favor of the September 10 NoaNET resolutions.
- Authorize the General Manager to sign the ILA, contingent on member representative approval.

The Board packet for the September 9 meeting will include the resolutions scheduled for NoaNet's September 10 member representative vote.

Finance/Executive Administration:

1. Financial Report - Senior Director Jon Meyer provided the Commission with a financial report for July, 2025.
2. Community Forum Dates – Senior Director Jon Meyer presented dates for Community forums this Fall, noting that the Prosser date and location are not yet confirmed. A draft flyer was shared, which will be distributed to the public outlining the agenda that includes a presentation by General Manager Dunn on hydropower and salmon, along with an option for customers to select from different discussion topics. Commissioner Sanders confirmed she would attend the October 16 meeting.
3. Low Income Advocacy Group Meeting – Senior Director Meyer reported they would hold a workshop for low-income community groups on September 17 at 9:00 a.m.
4. Elected Official Meetings Update-Transmission Planning – Manager Jodi Henderson reported on two meetings scheduled to discuss transmission planning: September 26 from 1:30-3:00 with Representative Barnard and Senator Torres and representatives from Benton PUD, Franklin PUD, City of Richland, Benton REA, TRIDEC, and potentially Energy Northwest; and September 30 from 1:30-2:30 p.m. with Senator Boehnke and the other listed local representatives.

5. Resource Adequacy Meeting – A meeting is planned for November 19 with Senator Boehnke and Representative Barnard to discuss resource adequacy.

General Manager:

1. DOE Rattlesnake Ridge Update – General Manager Dunn announced that Department of Energy has agreed to move forward with construction on permanent installation of a buried cable system on Rattlesnake Ridge. While the request for indemnification will not be granted, plans are in place to go out to bid for a construction contractor in September with the goal of beginning construction in October.
2. IBEW 77 Negotiations – General Manager Dunn stated that negotiations began last Thursday and will continue this Thursday, with the initial focus on benefits before addressing wages. The District's IBEW contract expires next April and Benton PUD will bargain wages together with Franklin PUD.

The Commission briefly recessed, reconvening at 10:45 a.m.

Business Agenda

Cancellation of Contract with DP Wire & Cable LLC – Contract #25-21-16

Manager Evan Edwards reported that the District received notice from vendor DP Wire & Cable stating it would be unable to honor its bid price due to recent tariff implications associated with the expansion of Section 232 tariffs, which now include 407 steel and aluminum derivative products.

The District contacted the next two responsive bidders, Anixter and General Pacific, to confirm their pricing. Both indicated they would also be unable to uphold their bid pricing for the same tariff-related reasons.

Staff recommends cancellation of the contract award to DP Wire & Cable – Prominent Wire and that the project be re-bid with a new tariff clause requiring vendors to account for tariff impacts in their pricing for evaluation purposes. While the re-bid may result in higher costs, it will ensure a more reliable and competitive procurement outcome for the District.

MOTION: Commissioner Sanders moved to cancel Contract Award #25-21-16 to DP Wire & Cable, LLC, for #795 ACSR, Drake Conductor, 26.7 Str. in the amount of \$204,255.00, due to inability to deliver the awarded materials as a direct result of the August 18, 2025 expansion of Section 232 tariffs, to include an additional 407 steel and aluminum derivative products. Commissioner Massey seconded, and upon vote, the motion carried unanimously.

Rattlesnake Overhead to Undergrounds – WO #713775

Manager Evan Edwards reported that following April 2022 storm damage, overhead power lines serving the communications facilities on Rattlesnake Ridge were temporarily replaced with

underground cable. A permanent solution using armored mining cable was agreed to with the U.S. Department of Energy (DOE).

Staff recommends approval of this work order to proceed with the permanent installation now that final DOE approvals have been granted. This will allow the project to move forward through the competitive bid process.

MOTION: Commissioner Sanders moved to approve work order 713775 – Rattlesnake Overhead to Underground (12632-4000 to 12632-3601) as presented. Commissioner Massey seconded, and upon vote, the motion carried unanimously.

H2F #2-#4 Substation Fiber Build – WO #733867

Senior Manager Jennifer Holbrook presented Work Order 733867 for Commission approval. Approval of this work order will authorize the construction of fiber-optic facilities necessary to connect two additional District substations to secure, reliable, high bandwidth telecommunications services as part of the District’s strategic efforts to meet 21st century grid expectations.

MOTION: Commissioner Sanders moved to approve work order 733867 for the installation of approximately 5 miles of fiber-optic cable that will provide telecommunication service to H2F #3 and H2F #4 substations. Commissioner Massey seconded, and upon vote, the motion carried unanimously.

Badger Canyon AMI Base Station Fiber Extension – WO #712723

Senior Manager Jennifer Holbrook presented Work Order 712723 for Commission approval. Approval of this work order will authorize the construction of fiber-optic facilities necessary to support a new AMI base station transceiver with access to secure, reliable, high bandwidth telecommunications services as part of the District’s strategic efforts to meet 21st century grid expectations.

MOTION: Commissioner Sanders moved to approve work order 712723 for the installation of approximately 7.3 miles of fiber-optic cable that will provide telecommunication service to a new base station transceiver as part of the District’s advanced metering infrastructure system. Commissioner Massey seconded, and upon vote, the motion carried unanimously.

Setting Public Hearing #2 – Receiving Input on 2026-2029 Clean Energy Implementation Plan

Senior Engineer Blake Scherer requested the Commission set the 2nd public hearing for the Draft Clean Energy Implementation Plan.

MOTION: Commissioner Sanders moved to approve setting a Public Hearing for the purpose of receiving input on the 2026-2029 Clean Energy Implementation Plan on Tuesday, September 23,

2025, at 9:00 a.m., as presented. Commissioner Massey seconded, and upon vote, the motion carried unanimously.

Rate Increase Analysis (Draft) & Financial Forecast Update

Director Keith Mercer presented a draft analysis of a proposed 2% overall rate increase, following Commission direction from the July 22, 2025 meeting. The purpose of this and future rate adjustments is to bring each customer class within $\pm 10\%$ of the targeted cost of service range by 2028. The current proposal focuses on adjusting the demand charge component for all customer classes except Street Lighting, Security Lighting, and Unmetered, which do not include a demand charge component. He recommended implementing the next rate increase as part of the 2026 budget process, using a more strategic approach that targets specific customer classes and rate components to gradually align with cost causation.

The presentation included the July 2025 forecast, results from the 2025 Cost of Service Analysis (COSA) with draft rates for each customer class, three rate scenarios, and a review of the procedural process. The rate increase process was outlined as follows: develop draft rates, conduct customer communication and meetings, present to the Commission for approval, and follow with further customer communication. Staff recommended incorporating the 2026 rate increase directly into the 2026 budget process. If combined, the Commission could hold an evening public hearing to encourage participation. The Commission agreed to an evening public hearing.

Staff recommended Scenario 1, which would set a 0% floor and 3% ceiling (except for Security Lighting and Unmetered, which would have a 10% ceiling). Commissioner Sanders expressed a preference for Scenario 2, while General Manager Dunn voiced support for Scenario 1, citing the need to address cost disparities now rather than allowing them to continue.

After discussion, the Commission agreed to proceed with Scenario 1 and to incorporate the 2026 rate increase into the budget process.

Future Planning

Energy Northwest Meetings

For upcoming Energy Northwest meetings, Commissioner Sanders requested that Commissioner Massey notify her if he is unable to attend so that she may serve as the alternate.

September WPUDA Meeting

Commissioner Hall confirmed he would attend the September meeting in Grant County.

Adjournment

Hearing no objection, President Hall adjourned the meeting at 11:39 a.m.

Jeff Hall, President

ATTEST:

Mike Massey, Secretary

Periodic Travel Report - September 9, 2025

<i>Date Start</i>	<i>Business Days</i>	<i>Name</i>	<i>City</i>	<i>Purpose</i>
8/21/2025	1	Lance Pyle	Portland, OR	ALTEC SERVICE CENTER - EQUIPMENT REPAIR
9/15/2025	2	Chris Johnson	Boise, ID	NEEA QTR 3-2025 BOARD MTG
9/23/2025	3	Jim Tietzort	Spokane, WA	GOVERNOR'S INDUSTRIAL HEALTH & SAFETY CONFERENCE
9/23/2025	3	Ryan Fleenor	Spokane, WA	GOVERNOR'S INDUSTRIAL HEALTH & SAFETY CONFERENCE



PAYMENT APPROVAL
September 9, 2025

The vouchers presented on this Payment Approval Report for approval by the Board of Commissioners have been audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims by officers and employees have been certified as required by RCW 42.24.090.

Type of Payment	Starting #	Ending #	Page #	Amount
Accounts Payable:				
Automated Clearing House (DD) Payments	110500 - 110554 110709 - 110742 -		1 - 5 5 - 9	
				\$ 1,459,991.13
Checks & Customer Refund Payments (CHK)	90652 - 90739 -		10 - 16	
				\$ 60,964.21
Electronic Fund Transfer (WIRE) Payments	7366 - 7386		17 - 20	
				\$ 12,197,129.00
Residential Conservation Rebates:				
Credits on Customer Accounts			21	
				\$ 560.00
Purchase Card Detail:				
Payroll:				
Direct Deposit - 8/28/2025	110555 - 110708 - -			
				\$ 467,548.57
TOTAL				\$ 14,186,192.91
Void DD				\$ -
Void Checks	August 2025		10	\$ 1,869.65
Void Wires				\$ -

I, the undersigned Auditor of Public Utility District No. 1 of Benton County, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claims identified in this report are just, due and unpaid obligations against the District and that I am authorized to authenticate and certify to said claims.

Jon Meyer
 Jon L. Meyer, Auditor

9/2/2025
 Date

Reviewed by:

Approved by:


 Rick Dunn, General Manager

 Jeffrey D. Hall, President

 Lori Kays-Sanders, Vice-President

 Michael D. Massey, Secretary

09/02/2025 8:32:21 AM

Accounts Payable Check Register

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08/18/2025 To 08/29/2025

Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
110500 8/20/25	DD	10929	ABSCO SOLUTIONS	Enterprise Securuty System	18,279.72
				Enterprise Securuty System	45,609.20
Total for Check/Tran - 110500:					63,888.92
110501 8/20/25	DD	963	ANIXTER INC.	RLH 75W 24VDC Output Power Supply	676.83
				Slimline Nano Fiber Patch Panel	204.95
				Transformer	31,905.60
Total for Check/Tran - 110501:					32,787.38
110502 8/20/25	DD	10496	ARNETT INDUSTRIES, LLC	Leather Proctectors	743.55
110503 8/20/25	DD	34	BENTON PUD-ADVANCE TRAVEL	IT Pro Training Conf	45.45
				IT Pro Training Conf	462.20
				Witness Testing	170.00
Total for Check/Tran - 110503:					677.65
110504 8/20/25	DD	3828	BORDER STATES INDUSTRIES, INC.	DE AL DBL TONGUE IBIS	7,158.35
				336ACSR/AAC SP SPL 1360-P	1,129.35
				TERM 2 STR 175 MIL QUICK	4,625.63
				CLAMPS 2 BOLT HL GA 113L	20,909.19
				16/3 CONN ASBY 72"	193.11
				Yard Light	498.48
				CT 1200:5, C400 ABB	2,511.11
Total for Check/Tran - 110504:					37,025.22
110505 8/20/25	DD	3344	BOYD'S TREE SERVICE, LLC	Tree Trimming Svc	6,214.52
				Tree Trimming Svc	6,930.06
Total for Check/Tran - 110505:					13,144.58
110506 8/20/25	DD	1810	CARLSON SALES METERING Solutio	PT, Outdoor, 7200/12470Y, 60:1	10,749.07
				Transformers	5,624.95
				Transformers	-5.17
Total for Check/Tran - 110506:					16,368.85
110507 8/20/25	DD	11106	CDATA SOFTWARE, INC.	Software Subscription Renewal	5,996.00

09/02/2025 8:32:21 AM

Accounts Payable Check Register

Page 2

08/18/2025 To 08/29/2025

Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
110508 8/20/25	DD	11101	COLUMBIA FITNESS	Exercise/Weight Equipment	8,331.58
110509 8/20/25	DD	2972	COMPUNET, INC.	Cisco Duo Subscription	7,050.24
110510 8/20/25	DD	57	CONSOLIDATED ELECTRICAL DISTRIB	CONDUIT PVC SCH 40 4 IN	10,914.82
				Conduit	43,659.26
				Conduit	23,083.01
Total for Check/Tran - 110510:					77,657.09
110511 8/20/25	DD	3167	COOPERATIVE RESPONSE CENTER, IN	CRCLink/Multispeak OMS	12,332.34
110512 8/20/25	DD	10896	CULLIGAN QUENCH	Ice/Water Machine Rental	270.91
110513 8/20/25	DD	2898	ELECTRICAL CONSULTANTS, INC.	Professional Svc	12,124.50
110514 8/20/25	DD	3130	GDS ASSOCIATES, INC.	NERC/WECC Compliance	675.00
110515 8/20/25	DD	79	GENERAL PACIFIC, INC.	PRO MT-1/LAT-Q SS Latch	212.16
				PRO MT-1/NT5 Single Phase Meter Tester	10,442.62
Total for Check/Tran - 110515:					10,654.78
110516 8/20/25	DD	11048	GLOBAL SAFETY NETWORK	Background Screening Svc	28.34
110517 8/20/25	DD	3969	GPS INSIGHT, LLC	Device Monitoring	2,192.27
110518 8/20/25	DD	3171	JODI A HENDERSON	Parade Supplies	28.46
110519 8/20/25	DD	3205	HIGH DESERT GLASS, LLC	REEP	84.00
				REEP	234.00
				REEP	114.00
				REEP	336.00
Total for Check/Tran - 110519:					768.00
110520 8/20/25	DD	374	HOWARD INDUSTRIES, INC.	Transformers	74,697.73
110521 8/20/25	DD	10056	HUMINSKYS HEATING & COOLING, LL	REEP	9,000.00
110522 8/20/25	DD	4207	INFORMATION FIRST, INC.	Content Mgr/Support	44,797.74

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Content Mgr/Support	2,167.88
				Total for Check/Tran - 110522:	46,965.62
110523 8/20/25	DD	10660	IRBY ELECTRICAL UTILITIES	Two hole lug, 2 awg, 3/8" stud size	20.80
				Two hole lug, 2 awg, 3/8" stud size	6.94
				Two hole lug, 6 awg, 3/8" stud size	20.18
				Two hole lug, 6 awg, 3/8" stud size	6.72
				Grounded Elbow	966.14
				FGO CU 2 STR GC 5002S	6,234.24
				Total for Check/Tran - 110523:	7,255.02
110524 8/20/25	DD	214	JACOBS & RHODES	REEP	200.00
				REEP	200.00
				REEP	200.00
				Total for Check/Tran - 110524:	600.00
110525 8/20/25	DD	877	CHRISTOPHER N JOHNSON	TEA West Summit	1,136.30
				PPC/PNUCC Mtg	775.70
				Total for Check/Tran - 110525:	1,912.00
110526 8/20/25	DD	10325	KNUTZEN ENGINEERING	SunHeaven Substation Documents	3,250.00
110527 8/20/25	DD	3644	LOOMIS	Safepoint Svc	1,374.94
				Drop Box/Kiosks	1,979.71
				Total for Check/Tran - 110527:	3,354.65
110528 8/20/25	DD	10563	MESSAGE TECHNOLOGIES, INC.	IVR/SMS Service Fees	3,651.39
110529 8/20/25	DD	1580	JONATHAN L MEYER	PPC/NWRP/PNUCC Mtgs	932.00
110530 8/20/25	DD	11055	MVA POWER, INC.	Transformers	-18,953.00
				Transformers	234,328.00
				Credit - PO 56984/Inv# 225317	-5,646.05
				Total for Check/Tran - 110530:	209,728.95
110531 8/20/25	DD	3821	NISC	Postage/Online Pymts/ACH	1,040.95

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Postage/Online Pymts/ACH	559.04
				Envelopes/Mail Svc/Print Svc/Postage	32,624.86
				Softwaare License/Maintenance	8,734.28
				Softwaare License/Maintenance	2,587.94
				Softwaare License/Maintenance	3,881.90
				Softwaare License/Maintenance	17,145.07
				Total for Check/Tran - 110531:	66,574.04
110532 8/20/25	DD	919	NOANET	Kenn Verizon - Co Location	1,460.00
				Broadband Billing	15,950.38
				Broadband Billing	63,801.54
				Professional Svc	700.00
				Professional Svc	560.00
				Total for Check/Tran - 110532:	82,471.92
110533 8/20/25	DD	10770	ONEBRIDGE BENEFITS INC. (ADMIN)	Administrative Fees	111.00
110534 8/20/25	DD	3162	ONLINE INFORMATION SERVICES, INC.	Online Utility Exchange	1,393.89
110535 8/20/25	DD	1241	PARAMOUNT COMMUNICATIONS, INC.	20 - Off-the-Dock Labor	7,984.78
110536 8/20/25	DD	11072	PPC SOLUTIONS INC.	Patrol/Security svc	685.00
110537 8/20/25	DD	1161	PRINT PLUS	Banners	714.00
110538 8/20/25	DD	10718	PUBLIC UTILITY DIST PEND ORIELLE C	CWPU UIP Expenses	1,291.94
110539 8/20/25	DD	10800	RADIAN RESEARCH, INC.	Test Switches	-200.49
				Test Switches	2,478.82
				Total for Check/Tran - 110539:	2,278.33
110540 8/20/25	DD	10230	SMG-TRI CITIES, LLC	Advertising	2,520.00
				Advertising	2,520.00
				Total for Check/Tran - 110540:	5,040.00
110541 8/20/25	DD	3067	STOEL RIVES, LLP	Professional Svc	288.00

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
110542 8/20/25	DD	3502	SYLVAN LEARNING CENTER	Employee/Candidate Testing	120.00
110543 8/20/25	DD	10958	THREE D METALS, INC.	BUS CU IPS TUBE 1 1/4 IN BUS CU IPS TUBE 1 1/4 IN	14,670.59 -1,186.59
Total for Check/Tran - 110543:					13,484.00
110544 8/20/25	DD	3589	TOTAL QUALITY AIR, LLC	REEP	9,000.00
110545 8/20/25	DD	139	TOWNSQUARE MEDIA TRI CITIES	Advertising	3,129.00
110546 8/20/25	DD	2490	TRI CITIES AREA JOURNAL OF BUSINE	Advertising	680.00
110547 8/20/25	DD	3006	TRI-CITY GLASS, INC.	REEP	472.00
110548 8/20/25	DD	1163	TYNDALE ENTERPRISES, INC.	Clothing -Reiss	180.62
110549 8/20/25	DD	10154	US PAYMENTS, LLC	Paysite/Kiosks/Card Processing Fees Paysite/Kiosks/Card Processing Fees	188.58 1,555.00
Total for Check/Tran - 110549:					1,743.58
110550 8/20/25	DD	272	UTILITIES UNDERGROUND LOCATION	Underground Locate Svc	558.90
110551 8/20/25	DD	11062	VESTIS SERVICES, LLC	Weekly Svc Weekly Svc Weekly Svc Weekly Svc Weekly Svc	27.73 35.80 22.08 38.14 18.39
Total for Check/Tran - 110551:					142.14
110552 8/20/25	DD	4235	WATER STREET PUBLIC AFFAIRS, LLC	Lobbing Svc	6,500.00
110553 8/20/25	DD	10203	WEG TRANSFORMERS USA, LLC	Transformers	144,323.20
110554 8/20/25	DD	11134	WELLABLE LLC	Pr Wellness Plan	350.00
110709 8/27/25	DD	963	ANIXTER INC.	Enclosure Backplane STUD-T NEMA-3R Box	54.20 738.19 680.96

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
Total for Check/Tran - 110709:					1,473.35
110710 8/27/25	DD	10496	ARNETT INDUSTRIES, LLC	Leather Proctector	282.14
110711 8/27/25	DD	34	BENTON PUD-ADVANCE TRAVEL	DN 31 XFMR Witness Testing	170.00
110712 8/27/25	DD	3344	BOYD'S TREE SERVICE, LLC	Tree Trimming Svc	3,465.03
				Tree Trimming Svc	8,764.32
Total for Check/Tran - 110712:					12,229.35
110713 8/27/25	DD	10630	CAMPBELL TRAINING SOLUTIONS, LL	Empowered Prg	5,671.00
110714 8/27/25	DD	1810	CARLSON SALES METERING SOLUTIO	CT, Grabber, 200:5, EXTENDED RANGE, 0.3	5,637.16
110715 8/27/25	DD	166	CENTURYLINK	Monthly Billing	699.66
110716 8/27/25	DD	3520	CI INFORMATION MANAGEMENT	Onsite Desctruction	29.15
110717 8/27/25	DD	2972	COMPUNET, INC.	Azure Subscription	43.52
				Cisco Switches	2,558.63
				Software License	9,537.04
Total for Check/Tran - 110717:					12,139.19
110718 8/27/25	DD	10627	DOUGLAS S DOBREC	Gloves	25.00
110719 8/27/25	DD	2757	RICK T DUNN	CWPU/IBEW Joint Bargaining	245.01
110720 8/27/25	DD	10982	FEDERAL ENGINEERING, INC.	Professional Svc	5,481.00
110721 8/27/25	DD	3130	GDS ASSOCIATES, INC.	CPA/DRPA 2025	620.00
110722 8/27/25	DD	79	GENERAL PACIFIC, INC.	INSUL STATION POST 15 KV	4,847.04
				#4 SD Solid Bare Copper Conduc	382.54
Total for Check/Tran - 110722:					5,229.58
110723 8/27/25	DD	10420	HEALTH INVEST HRA TRUST	Monthly Fees	91.65
110724 8/27/25	DD	3018	HRA VEBA TRUST	ER VEBA CDHP	500.00

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
110725 8/27/25	DD	103	KENNEWICK, CITY OF	Monthly Billing	313.78
				Monthly Billing	655.78
				Monthly Billing	497.23
				Monthly Billing	1,071.56
				Monthly Billing	257.45
				Monthly Billing	783.01
Total for Check/Tran - 110725:					3,578.81
110726 8/27/25	DD	10162	LINGUISTICA INTERNATIONAL, INC.	Intrepreting Svc	40.33
110727 8/27/25	DD	10794	MCWANE POLES	Pole Ductile Cap	14,611.72
				Wildfire mitigation	17,409.64
				Poles	-239.70
Total for Check/Tran - 110727:					31,781.66
110728 8/27/25	DD	10769	ONEBRIDGE BENEFITS INC.	Flex Spending Dependent Care	185.19
				Flex Spending Health Care	2,856.37
Total for Check/Tran - 110728:					3,041.56
110729 8/27/25	DD	2176	PACIFIC OFFICE AUTOMATION, INC.	Monthly Billing	14.60
				Monthly Billing	197.22
				Monthly Billing	185.86
Total for Check/Tran - 110729:					397.68
110730 8/27/25	DD	585	PARADISE BOTTLED WATER CO.	Monthly Billing	9.78
				Monthly Billing	631.38
Total for Check/Tran - 110730:					641.16
110731 8/27/25	DD	1241	PARAMOUNT COMMUNICATIONS, INC.	Vector	426.50
				20 - Off-the-Dock Labor	3,044.62
				20 - Off-the-Dock Labor	9,347.62
Total for Check/Tran - 110731:					12,818.74
110732 8/27/25	DD	10671	PRINCIPAL BANK	09/25 EE Vision	78.19
				09/25 ER Vision	2,984.32

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				09/25 ER Vision Partial	40.51
				09/25 EE Health	11,264.36
				09/25 EE Health Partial	100.00
				09/25 ER Health	224,804.81
				09/25 ER Health Partial	3,081.90
				09/25 EE Dental	477.22
				09/25 ER Dental	17,626.38
				09/25 ER Dental Partial	236.75
				Total for Check/Tran - 110732:	260,694.44
110733 8/27/25	DD	1161	PRINT PLUS	Brochures	-0.34
				Brochures	370.95
				Total for Check/Tran - 110733:	370.61
110734 8/27/25	DD	10951	RELIANCE STANDARD LIFE INSURANC	Self Insured STD Fee	186.25
110735 8/27/25	DD	10947	RELIANCE STANDARD LIFE INSURANC	Basic AD&D	166.35
				Basic Life	831.75
				Non Barg Basic AD&D	81.30
				Non Barg Basic Dep Life	78.65
				Non Barg Basic Life	1,081.16
				Supplemental AD&D - Child	8.16
				Supplemental AD&D - EE	538.20
				Supplemental AD&D - Spouse	231.90
				Supplemental Life - Child	48.96
				Supplemental Life - EE	2,012.60
				Supplemental Life - Spouse	414.65
				LTD Buy Up	880.23
				LTD Core No Buy Up	3,349.44
				Total for Check/Tran - 110735:	9,723.35
110736 8/27/25	DD	2154	SENSUS USA, INC.	Alert Mgr/SAAS/Flxnt Monitorig/AEM	5,950.66
				Alert Mgr/SAAS/Flxnt Monitorig/AEM	9,616.95

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Alert Mgr/SAAS/Flxnt Monitorig/AEM	4,402.30
Total for Check/Tran - 110736:					19,969.91
110737 8/27/25	DD	985	SPECTRUM PACIFIC WEST, LLC	Monthly Billing	591.01
				Monthly Billing	607.81
Total for Check/Tran - 110737:					1,198.82
110738 8/27/25	DD	2342	DUANE E SZENDRE	DN 31 XFMR Witness Testing	36.00
110739 8/27/25	DD	1163	TYNDALE ENTERPRISES, INC.	Clothing-Talkington	326.94
110740 8/27/25	DD	1048	UNITED WAY OF BENTON & FRANKLI	EE United Way Contribution	381.23
110741 8/27/25	DD	11062	VESTIS SERVICES, LLC	Weekly Svc	27.73
				Weekly Svc	35.80
				Weekly Svc	22.08
				Weekly Svc	38.14
				Weekly Svc	18.39
Total for Check/Tran - 110741:					142.14
110742 8/27/25	DD	10203	WEG TRANSFORMERS USA, LLC	Transformers	50,528.90
Total Payments for Payment Type - DD:					(89) 1,459,991.13
Total Voids for Payment Type - DD:					(0) 0.00
Total for Payment Type - DD:					(89) 1,459,991.13
Total Payments for Bank Account - 1 :					(89) 1,459,991.13
Total Voids for Bank Account - 1 :					(0) 0.00
Total for Bank Account - 1 :					(89) 1,459,991.13

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Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
87416 1/9/24	CHK	99999	LINDA L LAWRENCE	Credit Balance Refund	150.00 VOID
88057 6/12/24	CHK	99999	JON HJELLE	Credit Balance Refund	325.00 VOID
90582 8/6/25	CHK	99999	MARIO LOPEZ	Credit Balance Refund	194.65 VOID
90639 8/13/25	CHK	99999	BARBARA J RICHARDS	Credit Balance Refund	1,200.00 VOID
90652 8/20/25	CHK	3459	ALMETEK INDUSTRIES INC.	Hold Tags	832.69
90653 8/20/25	CHK	258	APOLLO MECHANICAL CONTRACTOR	REEP	4,400.00
90654 8/20/25	CHK	259	BENTON FRANKLIN COMMUNITY ACT	Helping Hands	2,398.98
90655 8/20/25	CHK	4216	CNA SURETY	Annual WA Blanket Highway Permit Bond	200.00
90656 8/20/25	CHK	2831	CORRECTIONAL INDUSTRIES	Office Chair	484.16
90657 8/20/25	CHK	2814	MEGGER	Calibration/Repair	-1.08
				Calibration/Repair	1,174.28
				Calibration/Repairs	-0.78
				Calibration/Repairs	848.80
Total for Check/Tran - 90657:					2,021.22
90658 8/20/25	CHK	1393	MEIER ENTERPRISES, INC.	Professional Svc	10,195.99
90659 8/20/25	CHK	310	MOON SECURITY SERVICES, INC.	Monitoring Svc	75.27
				Monitoring Svc	102.14
				Monitoring Svc	102.14
				Monitoring Svc	102.14
				Monitoring Svc	193.80
Total for Check/Tran - 90659:					575.49
90660 8/20/25	CHK	128	PERFECTION GLASS, INC.	REEP	498.00
90661 8/20/25	CHK	783	THE GREAT PROSSER BALLOON RALL	Sponsorship	800.00
90662 8/20/25	CHK	992	VERIZON NORTHWEST	Monthly Billing	2,545.22

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
90663 8/20/25	CHK	99999	VICKIE ALBRECHT	Credit Balance Refund	1,000.00
90664 8/20/25	CHK	99999	SUZANNE F BEALL	Credit Balance Refund	703.44
90665 8/20/25	CHK	99999	THOMAS R BECK	Credit Balance Refund	61.80
90666 8/20/25	CHK	99999	KERLYN BOLANO MEJIA	Credit Balance Refund	40.59
90667 8/20/25	CHK	99999	JENIFFER BOYLES	Credit Balance Refund	788.79
90668 8/20/25	CHK	99999	PATRICK H CLARK JR	Credit Balance Refund	194.16
90669 8/20/25	CHK	99999	JAMES CRAWFORD	Credit Balance Refund	82.90
90670 8/20/25	CHK	99999	JOSLIN HAGGINS	Credit Balance Refund	59.43
90671 8/20/25	CHK	99999	MELANY HANCOCK	Credit Balance Refund	15.43
90672 8/20/25	CHK	99999	JON HJELLE	Credit Balance Refund	325.00
90673 8/20/25	CHK	99999	NITA JACKSON	Credit Balance Refund	277.00
90674 8/20/25	CHK	99999	BRUCE E JENKINS	Credit Balance Refund	52.42
90675 8/20/25	CHK	99999	MARIO C LOPEZ	Credit Balance Refund	194.65
90676 8/20/25	CHK	99999	OMAR MADRIGAL	Credit Balance Refund	33.67
90677 8/20/25	CHK	99999	JOHN L MANCINELLI	Credit Balance Refund	922.64
90678 8/20/25	CHK	99999	DENNIS A MARKS	Credit Balance Refund	34.20
90679 8/20/25	CHK	99999	NELDA E MELVIN	Credit Balance Refund	356.69
90680 8/20/25	CHK	99999	TED J NEWTON	Credit Balance Refund	423.89
90681 8/20/25	CHK	99999	RACHEL ORGILL DIENER	Credit Balance Refund	1,389.45
90682 8/20/25	CHK	99999	CARLOS ALBERT SALAS GRACES	Credit Balance Refund	129.38
90683 8/20/25	CHK	99999	HAIDENIA SANCHEZ VALLADARE	Credit Balance Refund	25.29

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90684 8/20/25	CHK	99999	CHRISTOPHER SAUERWEIN	Credit Balance Refund	44.30
90685 8/20/25	CHK	99999	ETHAN SMALL	Credit Balance Refund	65.87
90686 8/20/25	CHK	99999	MIKE D STONE	Credit Balance Refund	105.09
90687 8/20/25	CHK	99999	STORY FAMILY FIVE LLC	Credit Balance Refund	73.55
90688 8/20/25	CHK	99999	SARAI R SUAREZ DIAZ	Credit Balance Refund	81.81
90689 8/20/25	CHK	99999	LISMARY A VELASQUEZ VALERO	Credit Balance Refund	118.06
90690 8/20/25	CHK	99999	ANNAMARIE WILSON	Credit Balance Refund	167.37
90691 8/27/25	CHK	3459	ALMETEK INDUSTRIES INC.	Transformer Numbers (100 pack)	203.23
				Transformer Numbers (100 pack)	1,016.17
				Transformer Numbers (100 pack)	203.23
Total for Check/Tran - 90691:					1,422.63
90692 8/27/25	CHK	39	BENTON COUNTY	County GIS Prints	27.00
90693 8/27/25	CHK	35	BENTON PUD - CUSTOMER ACCOUNT	Monthly Billing	436.87
90694 8/27/25	CHK	614	BOB RHODES HEATING & AC, INC.	REEP	1,200.00
90695 8/27/25	CHK	243	FEDERAL EXPRESS CORP	Mailing Svc	7.61
90696 8/27/25	CHK	1416	KGP TELECOMMUNICATIONS, LLC	Ground kit for 7/8" Coax Cable	85.96
				Ground kit for 7/8" Coax Cable	28.66
				Grounding Kit Prep Tool - 7/8" Cor Coax	205.93
Total for Check/Tran - 90696:					320.55
90697 8/27/25	CHK	468	MELS INTERCITY COLLISION	Truck Repair	3,836.70
90698 8/27/25	CHK	2648	RAILROAD MANAGEMENT COMPANY	License Fees-Paterson OH Powerline	986.72
				License Fees - Plymouth Powerline	417.05
Total for Check/Tran - 90698:					1,403.77

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Fiber Lease	146.75
				Fiber Lease	146.75
				Fiber Lease	293.49
Total for Check/Tran - 90699:					8,804.81
90700 8/27/25	CHK	99999	MISTY M BENSON	Credit Balance Refund	637.34
90701 8/27/25	CHK	99999	HEIDI A BRANNAN	Credit Balance Refund	200.00
90702 8/27/25	CHK	99999	ANGELA R BUNYON	Credit Balance Refund	225.00
90703 8/27/25	CHK	99999	ARDEENE CAMPOBASSO	Credit Balance Refund	200.00
90704 8/27/25	CHK	99999	LINDA COLLIER	Credit Balance Refund	175.00
90705 8/27/25	CHK	99999	DAVID CRONEY	Credit Balance Refund	950.00
90706 8/27/25	CHK	99999	GLAYNEST DE JESUS	Credit Balance Refund	90.52
90707 8/27/25	CHK	99999	JESIKA D ENRIQUEZ	Credit Balance Refund	250.00
90708 8/27/25	CHK	99999	CHAD A ESVELT	Credit Balance Refund	275.00
90709 8/27/25	CHK	99999	LANE P FISHER	Credit Balance Refund	200.00
90710 8/27/25	CHK	99999	CARMEN GARCIA VILLATORO	Credit Balance Refund	970.53
90711 8/27/25	CHK	99999	HEATHER N GIBLER	Credit Balance Refund	215.20
90712 8/27/25	CHK	99999	KRISTI HAGINS	Credit Balance Refund	225.00
90713 8/27/25	CHK	99999	CHRISTINE HAZEN	Credit Balance Refund	204.74
90714 8/27/25	CHK	99999	CAROL A HEIMBACH	Credit Balance Refund	200.00
90715 8/27/25	CHK	99999	ROSIE JOHNSON	Credit Balance Refund	200.00
90716 8/27/25	CHK	99999	LYLE J KORGEL	Credit Balance Refund	350.00
90717 8/27/25	CHK	99999	DOLORES J LEPEZ	Credit Balance Refund	149.43

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Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
90718 8/27/25	CHK	99999	TODD A MCCLELLAND	Credit Balance Refund	275.00
90719 8/27/25	CHK	99999	DUANE MCMILLIN	Credit Balance Refund	659.34
90720 8/27/25	CHK	99999	SARAH MONCADA	Credit Balance Refund	344.00
90721 8/27/25	CHK	99999	MAYNOR E MONTOYA BAIRES	Credit Balance Refund	17.20
90722 8/27/25	CHK	99999	CHARLES MOSCOU	Credit Balance Refund	325.00
90723 8/27/25	CHK	99999	VERONICA MUNOZ PEDROZA	Credit Balance Refund	225.00
90724 8/27/25	CHK	99999	FABIOLA OUDERAIRK	Credit Balance Refund	225.00
90725 8/27/25	CHK	99999	ANTHONY OWEN	Credit Balance Refund	100.00
90726 8/27/25	CHK	99999	SYBIL M PABST	Credit Balance Refund	42.84
90727 8/27/25	CHK	99999	GREG M PAUP	Credit Balance Refund	800.00
90728 8/27/25	CHK	99999	YALEXY QUINTANA	Credit Balance Refund	22.58
90729 8/27/25	CHK	99999	ROBERT L ROBERTS	Credit Balance Refund	200.00
90730 8/27/25	CHK	99999	JESSIE ROWETT	Credit Balance Refund	225.00
90731 8/27/25	CHK	99999	STANLEY L SALSBUY	Credit Balance Refund	375.00
90732 8/27/25	CHK	99999	DANIEL J SCARRY	Credit Balance Refund	19.00
90733 8/27/25	CHK	99999	CHARLES R SMILEY	Credit Balance Refund	325.00
90734 8/27/25	CHK	99999	PAULA K SPENCER	Credit Balance Refund	200.00
90735 8/27/25	CHK	99999	WEIJUN J TANG	Credit Balance Refund	128.65
90736 8/27/25	CHK	99999	DEREK VANARSDALE	Credit Balance Refund	21.97
90737 8/27/25	CHK	99999	KELLY WILCOX	Credit Balance Refund	187.31
90738 8/27/25	CHK	99999	BOYD L WILLIAMS	Credit Balance Refund	175.00

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Accounts Payable Check Register

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08/18/2025 To 08/29/2025

Bank Account: 2 - BPUD Accounts Payable Warrants

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
90739 8/27/25	CHK	99999	RANDALL YEATS	Credit Balance Refund	175.00
Total Payments for Payment Type - CHK:					(88) 60,964.21
Total Voids for Payment Type - CHK:					(4) 1,869.65
Total for Payment Type - CHK:					(92) 62,833.86
Total Payments for Bank Account - 2 :					(88) 60,964.21
Total Voids for Bank Account - 2 :					(4) 1,869.65
Total for Bank Account - 2 :					(92) 62,833.86
Grand Total for Payments :					(177) 1,520,955.34
Grand Total for Voids :					(4) 1,869.65
Grand Total :					(181) 1,522,824.99

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Accounts Payable Check Register

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
7366 8/14/25	WIRE	2205	UNITED STATES TREASURY	Federal Income Tax	100,463.01
				Medicare - Employee	11,733.76
				Medicare - Employer	11,733.76
				Social Security - Employee	48,758.35
				Social Security - Employer	48,758.35
Total for Check/Tran - 7366:					221,447.23
7367 8/14/25	WIRE	171	WASH STATE DEPT RETIREMENT SYS	ER PERS	44,558.38
				PERS Plan 2	39,942.94
				PERS Plan 3A 5% All Ages	1,566.80
				PERS Plan 3B 5% Up to Age 35	259.48
				PERS Plan 3B 6% Age 35-45	190.42
				PERS Plan 3E 10% All Ages	1,640.54
Total for Check/Tran - 7367:					88,158.56
7368 8/15/25	WIRE	1567	ICMA RETIREMENT CORP	457(b) Leave EE Contribution	1,429.12
				457(b) Roth EE Contribution	17,286.53
				ER Def Comp 401	20,941.24
				ER Def Comp 457	3,302.03
				Plan A 457(b) Employee Contribution	4,184.31
				Plan B 457(b) Employee Contribution	22,114.80
				Plan C 401(a) Option 1 EE Contribution	3,493.77
				Plan C 401(a) Option 2 EE Contribution	1,859.72
				Plan C 401(a) Option 3 EE Contribution	596.03
				Plan C 401(a) Option 4, Step 1 EE Contri	127.69
				Plan C 401(a) Option 4, Step 2 EE Contri	1,738.24
				Plan C 401(a) Option 4, Step 3 EE Contri	1,558.61
				Plan C 401(a) Option 4, Step 4 EE Contri	1,190.93
				Plan C 401(a) Option 5, Step 4 EE Contri	1,334.37
				Plan C 457(b) Employee Contribution	5,780.56
				457 EE Loan Repayment #1	3,310.58
				457 EE Loan Repayment #2	566.73

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Accounts Payable Check Register

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				457 EE Loan Repayment #3	57.03
				457 EE Loan Repayment #4	71.97
				Total for Check/Tran - 7368:	90,944.26
7369 8/15/25	WIRE	2570	THE ENERGY AUTHORITY, INC.	Purchased Power	35,284.79
7371 8/4/25	WIRE	10084	CITI MERCHANT SERVICES	Merchant Fees	35,238.93
7372 8/15/25	WIRE	436	BANK OF AMERICA	Banking Fees	1,262.75
7373 8/20/25	WIRE	2902	WHITE CREEK WIND I, LLC	Purchased Power	9,250.00
7374 8/20/25	WIRE	1680	MORGAN STANLEY	Purchased Power	366,929.28
7375 8/20/25	WIRE	169	ENERGY NORTHWEST	Purchased Power	139,150.37
7376 8/22/25	WIRE	3875	EMERALD CITY RENEWABLES LLC	Renewable Energy Transfer	116,192.22
7379 8/27/25	WIRE	246	BONNEVILLE POWER ADMIN	Fiber Lease Agreement	-64.86
				Fiber Lease Agreement	801.86
				Purchaed Power	10,036,684.00
				Total for Check/Tran - 7379:	10,037,421.00
7380 8/27/25	WIRE	1290	BONNEVILLE POWER ADMINISTRATIO	Fiber Lease Agreement	-352.00
				Fiber Lease Agreement	4,352.00
				Total for Check/Tran - 7380:	4,000.00
7381 8/26/25	WIRE	424	WASH STATE DEPT REVENUE-EXCISE	Utility Tax	591,163.60
				Use Tax	7,387.74
				Retailing & Whoesaling Tax	1,253.66
				Retail Sales Tax - Kenn	6,600.80
				Service Tax	15,462.82
				Total for Check/Tran - 7381:	621,868.62
7382 8/28/25	WIRE	2205	UNITED STATES TREASURY	Federal Income Tax	85,667.80
				Medicare - Employee	10,618.71
				Medicare - Employer	10,524.67

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Accounts Payable Check Register

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Social Security - Employee	43,677.93
				Social Security - Employer	43,677.93
				Total for Check/Tran - 7382:	194,167.04
7383 8/28/25	WIRE	171	WASH STATE DEPT RETIREMENT SYS	ER PERS	40,489.80
				PERS Plan 2	36,377.25
				PERS Plan 3A 5% All Ages	1,317.70
				PERS Plan 3B 5% Up to Age 35	275.48
				PERS Plan 3B 6% Age 35-45	160.42
				PERS Plan 3E 10% All Ages	1,493.04
				Total for Check/Tran - 7383:	80,113.69
7384 8/29/25	WIRE	1567	ICMA RETIREMENT CORP	457(b) Leave EE Contribution	1,429.12
				457(b) Roth EE Contribution	17,303.83
				ER Def Comp 401	21,101.03
				ER Def Comp 457	3,297.20
				Plan A 457(b) Employee Contribution	4,192.36
				Plan B 457(b) Employee Contribution	22,520.91
				Plan C 401(a) Option 1 EE Contribution	3,493.77
				Plan C 401(a) Option 2 EE Contribution	1,920.85
				Plan C 401(a) Option 3 EE Contribution	596.03
				Plan C 401(a) Option 4, Step 1 EE Contri	127.69
				Plan C 401(a) Option 4, Step 2 EE Contri	1,738.24
				Plan C 401(a) Option 4, Step 3 EE Contri	1,558.61
				Plan C 401(a) Option 4, Step 4 EE Contri	1,190.93
				Plan C 401(a) Option 5, Step 4 EE Contri	1,430.97
				Plan C 457(b) Employee Contribution	5,780.56
				457 EE Loan Repayment #1	3,310.58
				457 EE Loan Repayment #2	566.73
				457 EE Loan Repayment #3	57.03
				457 EE Loan Repayment #4	71.97
				Total for Check/Tran - 7384:	91,688.41

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Accounts Payable Check Register

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Bank Account: 1 - Benton PUD ACH/Wire

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
7385 8/29/25	WIRE	2800	LL&P WIND ENERGY, INC.	Purchased Power	55,007.45
7386 8/28/25	WIRE	169	ENERGY NORTHWEST	810 Rack Space Rental	9,004.40
Total Payments for Payment Type - WIRE:					(18) 12,197,129.00
Total Voids for Payment Type - WIRE:					(0) 0.00
Total for Payment Type - WIRE:					(18) 12,197,129.00
Total Payments for Bank Account - 1 :					(18) 12,197,129.00
Total Voids for Bank Account - 1 :					(0) 0.00
Total for Bank Account - 1 :					(18) 12,197,129.00
Grand Total for Payments :					(18) 12,197,129.00
Grand Total for Voids :					(0) 0.00
Grand Total :					(18) 12,197,129.00




BENTON PUD - RESIDENTIAL CONSERVATION REBATE DETAIL

<u>Date</u>	<u>Customer</u>	<u>Rebate Amount</u>	<u>Rebate Description</u>
08/21/2025	ERIC LOEFFLER	\$ 30.00	Rebate - Clothes Washer
08/21/2025	TERESA H WALKER	\$ 30.00	Rebate - Clothes Washer
08/21/2025	ERIC LOEFFLER	\$ 50.00	Rebate - Clothes Dryer
08/21/2025	CRISTINE D STEWART	\$ 100.00	Rebate - Smart Thermostat
08/21/2025	CAMERON R BOWERS	\$ 100.00	Rebate - Smart Thermostat
08/21/2025	BRIAN SITES	\$ 250.00	Rebate - Electric Vehicle

\$	560.00
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COMMISSION AGENDA ACTION FORM

Meeting Date:	September 9 th , 2025	
Subject:	Work Order #747458 – Agri-Northwest Quillen OH	
Authored by:	Angela Richman	Staff Preparing Item
Presenter:	Evan Edwards	Staff Presenting Item (if applicable or N/A)
Approved by:	Steve Hunter	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager/Asst GM

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Pass Motion	<input type="checkbox"/> Decision / Direction
<input type="checkbox"/> Business Agenda	<input type="checkbox"/> Pass Resolution	<input type="checkbox"/> Info Only
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Contract/Change Order	<input type="checkbox"/> Info Only/Possible Action
<input type="checkbox"/> Other Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Presentation Included

Motion for Commission Consideration:

Motion to approve work order #747458 for the relocation of an existing overhead line for the customer's addition of four new irrigated crop circles.

Background/Summary

Agri-Northwest plans to add four new irrigated crop circles in an area currently crossed by an existing single-phase overhead line. To support this expansion, a new one-mile overhead line will be constructed along the South side of E Quillen Rd, linking existing infrastructure between S Badger Canyon Rd and S Plymouth Rd. Once the new line is in place, the existing one-mile overhead line will be removed, allowing for the cultivation of the new crop circles.

Recommendation

Approving this motion will fulfill the customer's request to expand irrigated farmland.

Fiscal Impact

The estimated project cost is \$103,234.94. The District's line extension credit for travel time cost is \$3,782.40. Agri-Northwest will be responsible for financing the remaining estimated costs of \$99,452.54 associated with the recommended distribution system relocation.

Projects to be Presented at the Benton PUD

Commission Meeting On

September 9th, 2025

Project Name: Agri-Northwest Quillen OH

WO#:747458


Location: E Quillen Rd

Justification: Relocating existing overhead for addition of irrigated crop circles.

Location Map



COMMISSION AGENDA ACTION FORM

Meeting Date:	September 9, 2025	
Subject:	Quit Claim – Maple Meadows	
Authored by:	Tina Glines	Staff Preparing Item
Presenter:	Michelle Ness	Staff Presenting Item (if applicable or N/A)
Approved by:	Steve Hunter	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager/Asst GM

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Pass Motion	<input type="checkbox"/> Decision / Direction
<input type="checkbox"/> Business Agenda	<input type="checkbox"/> Pass Resolution	<input type="checkbox"/> Info Only
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Contract/Change Order	<input type="checkbox"/> Info Only/Possible Action
<input type="checkbox"/> Other Business	<input checked="" type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Presentation Included

Motion for Commission Consideration:

Motion to approve Quit Claim of a portion of a platted easement recorded in Volume 1 of short plats at Page 138, referencing parcel 1-3399-201-3797-003 by request of the developer.

Background/Summary

The utility easement recorded December 30, 1975, under Auditors File Number SP0138 was established prior to the consolidation of several parcels now being developed as Maple Meadows Subdivision. With the parcels combined and replatted, a portion of the original easement no longer aligns with the subdivision layout or utility infrastructure. New surveyed easements with accurate centerline descriptions have been dedicated on the final plat to provide the District with all necessary rights-of-way for utility facilities and future access.

Recommendation

The developer is requesting the relinquishment of the unneeded portion of the original easement. Because new easements have been dedicated that fully protect the District's interests, the portion in question is redundant and no longer serves a utility purpose. Approving this quit claim will remove the unnecessary encumbrance from the property records, while ensuring the District retains easement rights along the newly defined alignment.

Fiscal Impact

The developer will pay the \$303.00 recording fee for the Quit Claim in accordance with District policy, resulting in no net fiscal impact to Benton PUD.

Projects to be Presented at the Benton PUD Commission Meeting On September 9, 2025

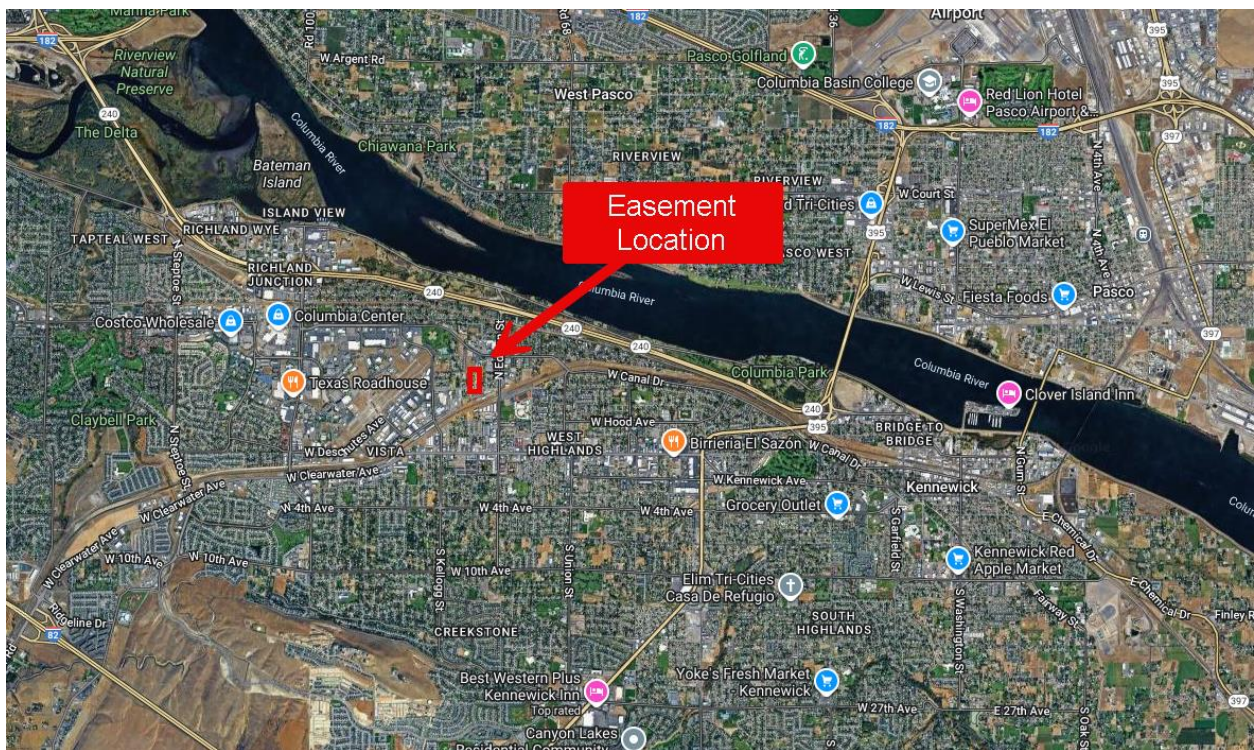
Project Name: Quit Claim – Maple Meadows

WO#: 711323

Location: N Grant Place and Metaline

Justification: The developer of Maple Meadows has consolidated several parcels into a new subdivision. A portion of an existing utility easement is no longer needed, as it was tied to former parcel boundaries and is now redundant under the revised plat. Quit claiming this easement portion is reasonable, maintains utility rights where needed, and facilitates efficient development of Maple Meadows.

Location Map



Return To: Benton P.U.D.
PO Box 6270
Kennewick, WA 99336

QUIT CLAIM DEED

The Grantor: PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, WASHINGTON
for and in consideration of Mutual Covenants and Other Valuable Consideration, conveys and quit
claims to OWNERS OF RECORD, the following described real estate, situated in the County of
Benton, State of Washington:

Assessor's Property Tax Parcel Acct. #: 1-3399-201-3797-003

DESCRIPTION:

That portion of a Public Utility District easement 10.00 feet in width to be relinquished affecting
the West 10.00 feet, EXCEPT the North 10.00 feet, of Lot 1 of the Short Plat recorded in
Volume 1 of Short Plats at Page 138, Records of Benton County, Washington, the centerline
more particularly described as follows:

COMMENCING at the Northwest corner of said lot; thence South 00°34'21" East along the
westerly line of said lot 10.00 feet; thence North 89°14'27" East 5.00 feet to the TRUE POINT
OF BEGINNING;

Thence South 00°34'21" East 411.10 feet to the northerly line of Lot 2 of said Short Plat and the
point of TERMINUS.

This deed is given as a conveyance and abandonment of all right, title and interest in the above-described property as acquired under that certain ***easement*** of record under Auditor's File Number # _____, Records of Benton County, Washington.

Dated this ____ day of _____, 20__

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, WASHINGTON

BY: _____
President

ATTEST: _____
Secretary

ACKNOWLEDGEMENT OF CORPORATION

STATE OF WASHINGTON

County of _____} ss.

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, certify that I know or have satisfactory evidence that _____ and _____ known to me to be the President and Secretary of the Commission of *Public Utility District No. 1 of Benton County* and said person(s) acknowledged that he/they signed this instrument as his/their free and voluntary act for the uses and purposes mentioned in the instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



NOTARY SEAL-Recordable Document, please follow RCW 65.04

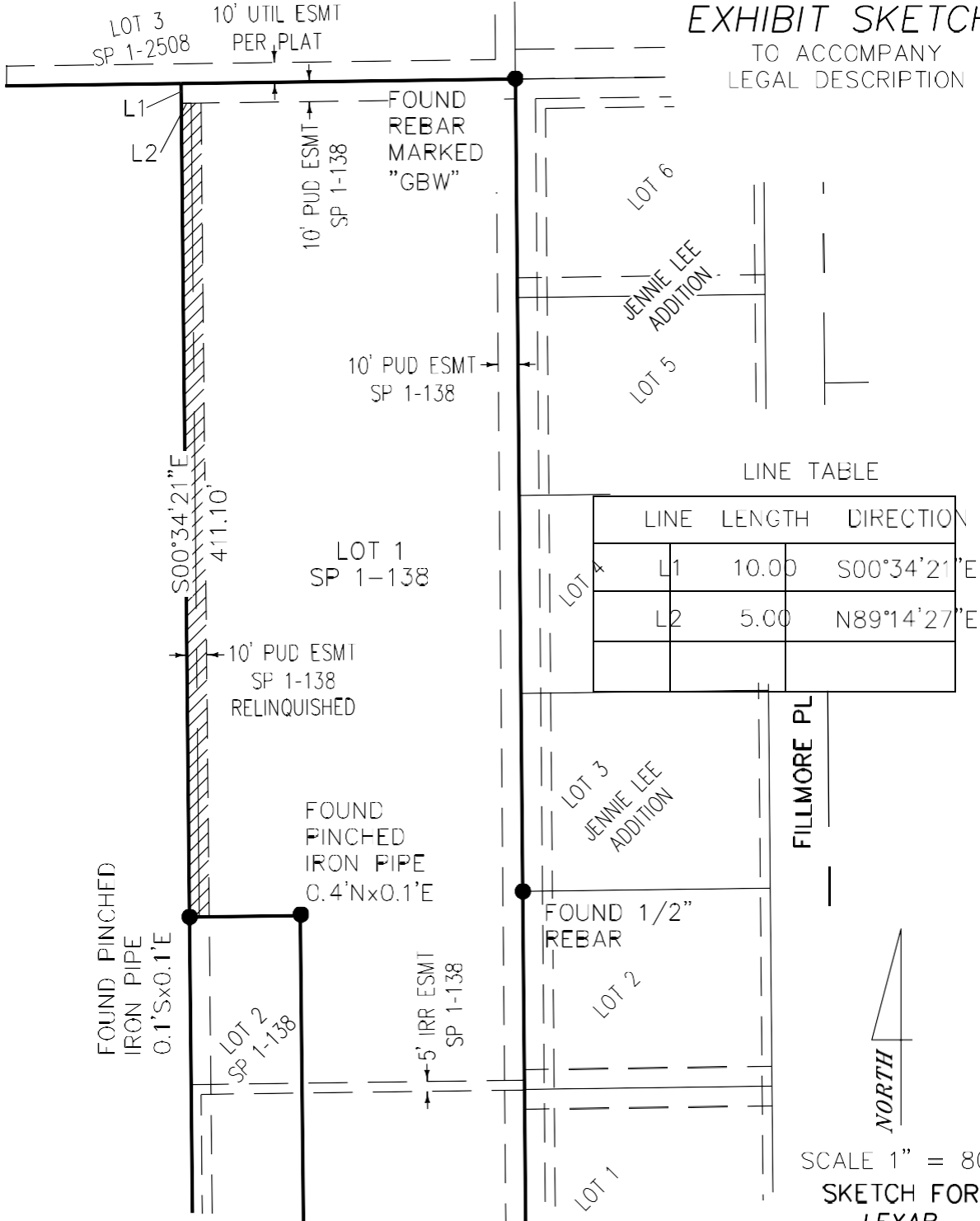
Notary Signature _____

My Commission Expires _____

SE 1/4 OF THE NW 1/4 OF SEC. 33, T.09N., R.29E., W.M.,

EXHIBIT SKETCH

TO ACCOMPANY
LEGAL DESCRIPTION



**STRATTON SURVEYING
& MAPPING P.C.**

313 NORTH MORAIN STREET
KENNEWICK, WA 99336
(509) 735-7364
www.strattonsurvey.com

©

5926SK4A.DWG

2025


DATE: 08/21/25

SHT. 1 OF 1

DRAWN BY: DCI

JOB # 5926

COMMISSION AGENDA ACTION FORM

Meeting Date:	September 9, 2025	
Subject:	Contract #10-46-07 – Energy Northwest – APEL Co-Location – CO#11	
Authored by:	Anna Hightower	Staff Preparing Item
Presenter:	Chris Folta	Staff Presenting Item (if applicable or N/A)
Approved by:	Chris Folta	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Pass Motion	<input type="checkbox"/> Decision / Direction
<input type="checkbox"/> Business Agenda	<input type="checkbox"/> Pass Resolution	<input checked="" type="checkbox"/> Info Only
<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Contract / Change Order	<input type="checkbox"/> Info Only/Possible Action
<input type="checkbox"/> Other Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Presentation Included

Motion for Commission Consideration:

Motion to authorize the General Manager on behalf of the District to sign Change Order #11 of Contract #10-46-07 with Energy Northwest, to extend the term of the contract to August 31, 2030, increase the not-to-exceed amount by \$25,470.00; bringing the new not-to-exceed amount of the contract to \$123,827.80.

Background/Summary

The District originally entered into contract #10-46-07 with Energy Northwest (ENW) to allow for the use of ENW's Applied Process Engineering Laboratory (APEL) facility in support of our Broadband business. The agreement allowed the District to provision a fiber-network connection to NoaNet's network at the BPA Ashe substation as well as provided co-location space for the District's Broadband business customers. In 2014, change order #2 was approved to add the use of two ENW dark fibers to provision service to an AT&T cellular site at an additional cost per month.

The District has now received Amendment 11 from ENW (referred to here as change order #11), attached, to add an additional 5 years to the contract. The rack space cost would increase 3% from \$150/month to \$154.50/month. The dark fiber cost would remain the same at \$270/month (plus \$23.49 tax). The total monthly cost would be \$447.99. The new expiration will be August 31, 2030.

Recommendation

Staff recommends the District approve change order #11 to contract #10-46-07 with ENW to extend the contract 5 years and increase the contract amount by \$25,470.00. Extending this contract will allow the District to maintain continued connectivity to NoaNet's network at the BPA Ashe substation as well as provide co-location space to cross-connect to the District's Broadband business customers at that location.

Fiscal Impact

This change order increases the contract amount by \$25,470.00, resulting in a new Not-To-Exceed (NTE) total of \$123,827.80, and extends the contract term through August 31, 2030. The 2025 Broadband budget fully covers these expenses, which will be entirely offset by revenues from District Broadband customers at this location.



LEASE MODIFICATION

Issued by: Paul Schut

LESSEE: BENTON PUD
2721 W. 10th Ave.
P.O. Box 6270
Kennewick, WA 99336

Inter-local Agreement No. X-40497
Benton PUD Contract No. 10-46-07
Modification No. 11
Modification Date: August 19, 2025

1. DESCRIPTION OF MODIFICATION

- A. Description of Change: The Lease Agreement is hereby modified to extend the lease term and adjust the monthly lease rate for the leased rack space.
- B. Monthly Lease Adjustment: The monthly lease amount for one (1) locking bay of ten (10) rack units of Co-Location Space shall be increased to \$154.50 per month.
- C. Contract Period of Performance: Pursuant to this Amendment, the term of the Agreement is extended for five (5) years, beginning September 1, 2025, and ending August 31, 2030.

2. EXECUTION

All other terms, covenants, and conditions of the above-referenced Contract, except as expressly modified by this and previous Amendments, remain in full force and effect.

BENTON PUD

ENERGY NORTHWEST

Accepted By: _____

Accepted By: _____

Name: _____

Paul Schut
Procurement Specialist III


Title: _____

Date: _____

Date: _____



COMMISSION AGENDA ACTION FORM

Meeting Date:	September 9, 2025	
Subject:	Vista Bay 2 Metalclad Replacement – Surplus of Equipment - Resolution No. 2707	
Authored by:	Kirsten Norton	Staff Preparing Item
Presenter:	Evan Edwards	Staff Presenting Item (if applicable or N/A)
Approved by:	Steve Hunter	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Pass Motion	<input type="checkbox"/> Decision / Direction
<input type="checkbox"/> Business Agenda	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Info Only
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Contract / Change Order	<input type="checkbox"/> Info Only/Possible Action
<input type="checkbox"/> Other Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Presentation Included

Motion for Commission Consideration:

Motion to adopt Resolution No. 2707 declaring certain switch cabinets surplus to District needs according to the laws of the State of Washington, Title 54, RCW 54.16.180, and authorizing the General Manager, on behalf of the District, to dispose of same.

Background/Summary

The Vista Bay 2 metalclad switch cabinet has exceeded its useful lifecycle and is no longer useful. It is recommended that it be declared as surplus and then be scrapped.

Metalclad serial #78-23, originally purchased on PO#1615, has been in service at Vista Substation since 1979. The District is in the process of replacing this metalclad with an updated more efficient modern one.

Recommendation

I recommend the District surplus and sell this metalclad switch cabinet for scrap as it no longer has any value.

Fiscal Impact

No fiscal impact for surplus and sale.

RESOLUTION NO. 2707
September 9, 2025

A RESOLUTION DECLARING CERTAIN EQUIPMENT SURPLUS TO DISTRICT NEEDS

WHEREAS, Public Utility District No. 1 of Benton County is desirous of disposing of certain surplus equipment that is unserviceable, obsolete, worn out, unfit, inadequate and/or no longer necessary, material to, and useful in its operations, and

WHEREAS, the laws of the State of Washington, Title 54, Revised Code of Washington, Chapter 54 Section 16.180, provided the necessary authority for the District to dispose of said equipment, Now, Therefore,

BE IT HEREBY RESOLVED, that the Commission of Public Utility District No. 1 of Benton County declare the equipment listed below surplus because it is unserviceable, obsolete, worn out, unfit, inadequate and/or no longer necessary, material to, and useful in the District's operations, and

BE IT FURTHER RESOLVED, that the General Manager is authorized to dispose of this equipment per District policies.

(METALCLAD SWITCH CABINETS - AS SHOWN ON ATTACHED DOCUMENT)

Jeff Hall, President

Attest:

Mike Massey, Secretary


Resolution 2707
Attachment

Equipment for surplus, items will be scrapped:

Metalclad serial #78-23, originally purchased on PO#1615, has been in service at Vista Substation since 1979. The District is in the process of replacing and updating the Metalclad Switch Cabinet with modern efficiencies.



COMMISSION AGENDA ACTION FORM

Meeting Date:	September 9, 2025	
Subject:	Amendments of Contract #25-46-10 Interlocal Agreement with NoaNet and the Admission of New Member – Resolution 2706	
Authored by:	Chris Folta	Staff Preparing Item
Presenter:	Chris Folta	Staff Presenting Item (if applicable or N/A)
Approved by:	Chris Folta	Dept. Director/Manager
Approved for Commission:	Rick Dunn 	General Manager/Asst GM

Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Pass Motion	<input type="checkbox"/> Decision / Direction
<input checked="" type="checkbox"/> Business Agenda	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Info Only
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Contract/Change Order	<input type="checkbox"/> Info Only/Possible Action
<input type="checkbox"/> Other Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Presentation Included

Motion for Commission Consideration:

Motion adopting Resolution No. 2706 to amend Contract #25-46-10 Interlocal Agreement in substantially the form presented as Exhibit C with NoaNet and the admission of a new member.

Background/Summary

Northwest Open Access Network (NoaNet) was established in 2000 as a nonprofit municipal corporation by several Washington Public Utility Districts (PUDs) and Energy Northwest, a Joint Operating Agency (JOA) formed under RCW 43.52. The organization was created under, and is governed by, an Interlocal Cooperation Agreement (ILA). Membership under the original bylaws was limited to PUDs and JOAs, which in practice meant the PUDs and Energy Northwest as the sole JOA member.

Today, NoaNet's members consist exclusively of PUDs, following the withdrawal of Energy Northwest and certain prior members. As a result, representation and governance are currently tied to this relatively narrow group of utility-focused entities.

NoaNet now seeks to amend the ILA, Articles of Incorporation, and Bylaws to expand membership eligibility to encompass **all public agencies** as defined under Washington law. Under RCW 39.34.020 and RCW 4.24.470, a *public agency* includes "any state agency, board, commission, department, institution of higher education, school district, political subdivision, or unit of local government... including but not limited to municipal corporations, quasi-municipal corporations, special purpose districts, and local service districts."

Broadening membership in this way aligns with NoaNet’s mission of facilitating regional broadband development and strengthening public benefit through broader collaboration. Allowing cities, counties, ports, school districts, and other eligible agencies to join will:

- Enhance NoaNet’s ability to coordinate broadband infrastructure across a wider range of public service providers.
- Create more opportunities for shared investment and collaboration, increasing economies of scale.
- Deepen regional partnerships aimed at closing the digital divide, especially in underserved rural areas.
- Ensure governance and policy more accurately reflect the broad public interest served by NoaNet’s network.

The Spokane Regional Broadband Development Authority, known as Broadlinc, is the first new entity seeking membership under the expanded eligibility rules. Broadlinc was formed by Spokane County and the City of Spokane to accelerate broadband deployment in underserved areas of eastern Washington. Membership in NoaNet will allow Broadlinc to collaborate in the planning and operation of its broadband network, leverage NoaNet’s regional fiber backbone and expertise, and partner directly with other public power utilities. Their participation strengthens both organizations’ capacity to expand affordable, open-access broadband to rural and economically disadvantaged communities.

Expanding membership requires formal action by both the NoaNet Board of Directors and the Member Representatives to amend governing documents and approve new members. Accordingly, on August 13, 2025, the NoaNet Board of Directors:

- Adopted **Resolution No. 231**, recommending approval of amendments to the ILA, Articles of Incorporation, and Bylaws to expand membership eligibility.
- Adopted **Resolution No. 232**, recommending admission of the Spokane Regional Broadband Development Authority (“Broadlinc”) as a new NoaNet member.

To implement these actions, the Member Representatives will be asked to approve:

- **Member Resolution M-00020** approves the Amendments, including the ILA amendment (Exhibit 1).
- **Member Resolution M-00021** approves admission of Broadlinc as a Member (Exhibit 2).

Adopting Resolution No. 2706 provides Benton PUD’s Commission approval for its appointed Member Representative to vote affirmatively on behalf of the District and to authorize the General Manager to execute the required ILA amendment.

Recommendation

Staff recommends adoption of Resolution No. 2706, authorizing Benton PUD’s Member Representative to vote in favor of the Amendments to the Interlocal Cooperation Agreement and the admission of Broadlinc as a new member of NoaNet. Adoption of this resolution will strengthen NoaNet by broadening membership eligibility, expand collaboration among public agencies, increase financial participation, and support regional broadband development that benefits both Benton PUD and its customer-owners.

Fiscal Impact

N/A – No direct District fiscal impact.

RESOLUTION NO. 2706

September 9, 2025

A RESOLUTION REGARDING AMENDMENT OF ITS INTERLOCAL COOPERATION AGREEMENT WITH NORTHWEST OPEN ACCESS NETWORK AND THE ADMISSION OF NEW MEMBER

WHEREAS, Public Utility District Nos. 1 of Benton, Chelan, Clallam, Douglas, Franklin, Kittitas, Lewis, Okanogan, Skamania, and Whatcom Counties, Public Utility District Nos. 2 of Grant and Pacific Counties, Public Utility District No. 3 of Mason County, and Energy Northwest, created a Washington nonprofit mutual corporation named Northwest Open Access Network (“NoaNet” or the “Corporation”) by an Interlocal Cooperation Agreement (the “ILA”) pursuant to RCW 39.34.040 in January 2000. Public Utility District Nos. 1 of Jefferson, Kitsap, and Pend Oreille Counties subsequently became Members and executed endorsements to the ILA; AND

WHEREAS, after the withdrawal of some prior Members, the current Members of NoaNet consist of Public Utility District Nos. 1 of Benton, Clallam, Franklin, Jefferson, Kitsap, Okanogan, and Pend Oreille Counties, Public Utility District No. 2 of Pacific County, and Public Utility District No. 3 of Mason County; AND

WHEREAS, according to the ILA and Charter Documents of NoaNet, each Member authorizes a Member Representative to represent the interests of each Member, and the District’s current appointed Member Representative is Jeffrey D. Hall; AND

WHEREAS, on August 13, 2025, after considering the desirability of admitting new Members and certain amendments to the ILA, and NoaNet’s Bylaws and Articles of Incorporation (the “Amendments”) to expand membership eligibility, NoaNet’s Board of Directors adopted Resolution No. 231 to recommend Member approval of the Amendments, and adopted Resolution No. 232 to recommend Member approval of the Spokane Regional Broadband Development Authority (“Broadlinc”) as a new Member of NoaNet; AND

WHEREAS, Member Representatives are expected to vote on Member Resolution M-00020 (attached as **Exhibit 1**) approving the Amendments, including the amendment to the ILA attached to the resolution as Exhibit C, and Member Resolution M-00021 (attached as **Exhibit 2**), approving the admission of Broadlinc as a new Member; AND

WHEREAS, the admission of new Members to NoaNet is in the best interests of the District and its customer-owners.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Commission of Public Utility District No. 1 of Benton County, that the Commission approves the authority of the District’s Member Representative to vote on behalf of the District, and to bind the District to votes of the Member Representatives, and the Commission expressly authorizes

approval of the amended ILA, and the admission of new Members, including Broadlinc, consistent with NoaNet’s Bylaws and Articles of Incorporation as amended, as reflected in NoaNet Member Resolution Nos. M-00020 (attached as **Exhibit 1**) and M-00021 (attached as **Exhibit 2**), effective September 9, 2025; AND

BE IT FURTHER RESOLVED that The General Manager of the District is hereby authorized to execute the amendment to the ILA on behalf of the District following NoaNet Member approval of the proposed resolutions, and to record the amendment with the Benton County Auditor or post to the District’s website per RCW 39.34.040.

APPROVED AND ADOPTED By the Commission of Public Utility District No. 1 of Benton County at an open meeting, with notice of such meeting given as required by law, this 9th day of September, 2025.

Jeffrey D. Hall, President

ATTEST:

Michael D. Massey, Secretary

Exhibit 1

RESOLUTION NO. M-00020

A RESOLUTION OF THE MEMBERS OF NORTHWEST OPEN ACCESS NETWORK APPROVING AMENDMENTS TO THE BYLAWS, ARTICLES OF INCORPORATION, AND INTERLOCAL COOPERATION AGREEMENT

RECITALS:

1. The Board of Directors (the “Board”) of Northwest Open Access Network (“NoaNet”) considered the desirability of admitting new Members and proposed amendments to the Bylaws, Articles of Incorporation, and NoaNet’s formative Interlocal Cooperation Agreement (the “Amendments”) to expand membership eligibility;

2. On August 13, 2025, the Board unanimously approved Board of Director’s Resolution No. 231 to recommend Member approval of the Amendments as reflected in the “redlined” Bylaws attached as Exhibit A to this resolution, the Article of Amendment to Articles of Incorporation attached as Exhibit B; and the Amendment to Interlocal Cooperation Agreement attached as Exhibit C; and

3. The Members have considered the proposed Amendments and find it is in the best interest of NoaNet and the Members to amend the Bylaws, Articles of Incorporation, and Interlocal Cooperation Agreement as proposed by the Board to the Members.

NOW, THEREFORE, BE IT RESOLVED by the Members of NoaNet as follows:

1. The Members hereby approve the amendments to the Bylaws, Articles of Incorporation, and Interlocal Cooperation Agreement in substantially the form presented to the Members as reflected in the “redlined” Bylaws attached as Exhibit A, the Article of Amendment to Articles of Incorporation attached as Exhibit B; and the Amendment to Interlocal Cooperation Agreement attached as Exhibit C;

2. The Members agree to execute the Amendment to Interlocal Cooperation Agreement, file the fully executed version of the Amendment to Interlocal Cooperation Agreement in compliance with RCW 39.34.040, and provide NoaNet with a copy of the filing verifying compliance with RCW 39.34.040; and

3. The Members authorize and direct the Chief Executive Officer to implement the approved amendments to the Bylaws and Articles of Incorporation after each Member executes the Amendment to the Interlocal Cooperation Agreement. This shall include, without limitation: 1) preparing a clean version of the approved amended Bylaws; 2) the Secretary of the Board indicating by signature and date that the Bylaws have been amended; 3) the amended Bylaws being entered in the NoaNet minute book; 4) filing the Article of Amendment to Articles of Incorporation with the Washington Secretary of State; 5) subsequently entering same in the minute book; and 6) filing with the Secretary of State and subsequently entering in the minute book Restated Articles of Incorporation reflecting the approved amendments if the Chief Executive Officer, on advice of legal counsel, determines in the future that is advisable.

Approved and adopted this _____ day of September, 2025.

Ron Gadeberg
President of the Board

Attest:

Chris Folta
Secretary of the Board

Exhibit A

BYLAWS
OF
NORTHWEST OPEN ACCESS NETWORK
(a Washington nonprofit mutual corporation)

Amended pursuant to Resolutions adopted:

- **May 3, 2000**
- **December 6, 2000**
- **October 2, 2002**
- **December 12, 2012**
- **August 12, 2015**
- **December 13, 2023**

• May 8, 2024

• _____

BYLAWS
OF
NORTHWEST OPEN ACCESS NETWORK
(a Washington nonprofit mutual corporation)

ARTICLE I
Definitions

For purposes of these Bylaws, the following terms shall be defined as follows:

“Act” means the Washington State Nonprofit Miscellaneous and Mutual Corporations Act, RCW Chapter 24.06, as amended from time to time, and the provisions of succeeding law.

“Affiliate” of a Person means any Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Person. The term “control,” as used in the immediately preceding sentence, shall mean with respect to a corporation or limited liability company the right to exercise, directly or indirectly, more than 50 percent of the voting rights attributable to the corporation or limited liability company, and, with respect to any individual, partnership, trust, or other entity or association, the possession, directly or indirectly, of voting control of such entity, or the power to direct or cause the direction of the management or policies of such entity.

“Alternate Director” means an individual appointed to serve in the capacity of Director as permitted by Article IV. The Alternate Director appointed by each Member shall be its Member Representative and, while serving in the capacity of Director, shall discharge his or her duties in the manner provided in Section 14 of Article IV. Notwithstanding the foregoing, a Member may replace its Member Representative, without requiring such individual to be its Alternate Director, in the event an individual would concurrently be serving in the capacity of Director and Member Representative.

“Articles of Incorporation” mean the Articles of Incorporation of the Corporation, as amended from time to time.

“Board of Directors” or “Board” means the Board of Directors of the Corporation, as described in Article IV and elsewhere in these Bylaws.

“Corporation” means Northwest Open Access Network, a Washington nonprofit mutual corporation.

“Customer” means any customer of the Corporation who is not also a Member.

“Director” means a member of the Board of Directors.

“Interlocal Cooperation Act” means the Washington State Interlocal Cooperation Act, RCW 39.34, as amended from time to time, and the provisions of succeeding law.

“Majority Vote” means (i) in the case of Members, more than one-half of the Member Representatives in attendance at a meeting at which a vote is conducted, and (ii) in the case of Directors, more than one-half of the Directors in attendance at a meeting at which a vote is conducted.

“Member” means any entity that has become a member of the Corporation under and in accordance with the provisions of Article II and that has not withdrawn or been expelled from membership in the Corporation, or ceased to be a Member for any other reason. Existing Members are identified on Schedule A, which shall be amended upon the addition, withdrawal, or expulsion of any Member.

“Member Representative” means the individual who is authorized to represent a Member and vote its interest in all matters that come before the Members, as more fully described in Section 13 of Article II.

“Membership Assessment” means the total amount of cash or immediately available funds paid, or the fair market value of property contributed, to the Corporation by any Member, in accordance with the provisions of Section 1 of Article III.

“Membership Certificate” means a certificate evidencing membership in the Corporation.

“Membership Interest” means a Member’s entire interest in the Corporation, including the right to vote on or participate in the Corporation’s management, the right to any distributions, and the right to receive information concerning the business and affairs of the Corporation, as provided in these Bylaws. The Membership Interest of each member shall be an equal proportional share of 100% of all interest in the Corporation, which shall be adjusted to maintain equality upon the addition, withdrawal, or expulsion of any Member.

“Network” means any broadband communications network ~~licensed or leased from or shared with the Bonneville Power Administration and/or any other source, or otherwise~~ owned, acquired, licensed, leased, or used by the Corporation for use by the Members and others as provided by law.

“Percent of Total Unpaid Contributions” means for each Member the percentage set forth in the righthand column on the attached Schedule B. Schedule B shall detail: A) all contributions (including, without limitation, Membership Assessments and amounts paid pursuant to Guarantees) paid by each Member to the Corporation or on behalf of the Corporation that is not made as a loan to the Corporation; B) the amount of any distributions that have ever been made to each Member (not including loan repayments); C) the resulting subtotals of contributions made that have not been repaid through distributions, and D) each Member’s percentage share of all contributions made by Members that have not been repaid (“Percent of Total Unpaid Contributions”). Schedule B shall be updated on an annual basis following any year in which contributions or distributions have been made, or in which there has been a change in the members,

which shall be confirmed by resolution of the Board of Directors and then attached to these Bylaws. The Board shall confirm contribution figures at the time of any distribution.

“Person” means an individual, partnership, limited partnership, limited liability partnership, limited liability company, business corporation, nonprofit corporation, Massachusetts business trust, mutual corporation, cooperative corporation, municipal corporation, joint stock company, all purpose entity, trust, estate, association, joint venture, unincorporated organization, government entity or political subdivision thereof or any other entity.

“RCW” means the Revised Code of the State of Washington.

ARTICLE II

Members

Section 1. Rights and Obligations of Members. The Corporation shall have one class of Members. The rights and privileges of the Members shall be only those provided in these Bylaws or in the Articles of Incorporation.

Section 2. Qualification for Membership, and Admission and Percentage Interests of Members. No Person shall be entitled to be considered for membership in the Corporation unless such Person qualifies therefor in accordance with the provisions of the Articles of Incorporation. No private Person may hold an interest in the Corporation, whether as a Member or otherwise. Prospective Members may be elected to membership by a two-thirds vote of all the Members (not merely a quorum thereof), on such financial and other terms the Members by a two-thirds vote may determine. The admission of a new Member shall not be complete until a copy of the Interlocal Cooperation Agreement is listed by subject on the new Member’s website or other electronically retrievable public source or, alternatively, filed in the county where the principal office of such new Member is located, or if a copy of such Agreement has been previously filed in that county, then until the filing of an appropriate document in such county evidencing the admission of the new Member. Schedule A shall be amended to reflect the admission of any new Member(s).

Section 3. Annual Meeting of Members. The annual meeting of the Members shall be held during the fourth quarter of each year on a date to be set each year by the Directors. The failure to hold an annual meeting at the time stated in these Bylaws shall not affect the validity of any corporate action.

Section 4. Special Meetings of Members. Except as otherwise provided by law, special meetings of Members shall be held whenever called by the presiding officer of the Board of Directors or by a majority of the Board of Directors.

Section 5. Place of Members’ Meetings. Meetings of Members shall be held at such place within or without the State of Washington as determined by the Board of Directors, pursuant to proper notice, and if none is so designated, then at the offices of the Washington Public Utility Districts’ Association.

Section 6. Notice of Members’ Meetings. Written notice of each Members’ meeting stating the date, time, and place and, in case of a special meeting, the purpose(s) for which such meeting

is called, shall be given by the Corporation not less than 10 (unless a greater period of notice is required by law in a particular case) nor more than 50 days prior to the date of the meeting, to each Member of record as of the record date for such meeting (see Section 10) in such manner as is provided in Article X.

Section 7. Waiver of Notice. A Member may waive any notice required to be given by these Bylaws, the Articles of Incorporation, or the Act, before or after the meeting that is the subject of such notice. A valid waiver is created by any of the following two methods: (a) in writing, signed by the Member entitled to the notice and delivered to the Corporation for inclusion in its corporate records; or (b) attendance at the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting.

Section 8. Quorum of Members; Participation by Telephone or Other Communications Device.

(a) At any meeting of the Members, a majority of the Members entitled to vote on a matter, represented by Members of record present in person, shall constitute a quorum of the Members for action on that matter. Regular and special meetings may be conducted by telephone or conference call (including without limitation, by video conference) that enables all meeting participants to hear each other during the meeting. Participation by such means shall constitute presence in person at a meeting and such person shall be considered to be “in attendance” at such meeting. The same notice requirements applicable to in-person meetings of the Members shall apply to meetings that are conducted by, or include, telephone or conference call attendance.

(b) Once a Member is represented at a meeting, other than to object to holding the meeting or transacting business, it is deemed to be present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for the adjourned meeting. At such reconvened meeting, any business may be transacted that might have been transacted at the meeting as originally notified.

(c) If a quorum exists, action on a matter is approved if a Majority Vote favors the action, unless the question is one upon which by express provision of law or of the Articles of Incorporation or these Bylaws a different vote is required.

Section 9. Voting. Except as otherwise provided in the Articles of Incorporation or these Bylaws, each Member shall have one vote.

Section 10. Record Date. For the purpose of determining Members who are entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or in order to make a determination of Members for any other proper purpose, the Board of Directors may fix in advance a record date for any such determination of Members, such date in any case to be not more than 50 days and, in case of a meeting of Members, not less than 10 days prior to the date on which the particular action, requiring such determination of Members, is to be taken. If no record date is fixed for such purposes, the date on which notice of the meeting is mailed shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this section, such determination shall apply to

any adjournment thereof, unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned more than 120 days after the date is fixed for the original meeting.

Section 11. Adjournment. A majority of the Members present at a meeting who are entitled to vote, even if less than a quorum, may adjourn the meeting from time to time. At such reconvened meeting at which a quorum is present any business may be transacted at the meeting as originally notified. If a meeting is adjourned to a different date, time, or place, notice must be given as required for a special meeting.

Section 12. Inspection Rights. The Corporation shall permit each Member, at such Member's own expense, to visit and inspect the Corporation's properties, to examine its books of account and records and to discuss the Corporation's affairs, finances and accounts with its officers, all at such reasonable times as may be requested and as necessary to permit such Member to evaluate Membership Interest in the Member. The rights provided hereunder shall be exercised in a manner so as not to jeopardize the Corporation's claim to protection of the confidentiality of its proprietary information.

Section 13. Record of Members; Member Representatives.

(a) Record of Members. The Secretary shall maintain at all times a current list of the name and address of each Member, along with the name, address, phone number, ~~fax number~~, email address and other identifiers for means of communication with each Member Representative, Director, and Alternate Director.

(b) Member Representatives. The primary role of each Member Representative is to represent its Member and vote its interest in all matters that come before the Members. A Member Representative shall not have any vote on matters that come before the Board of Directors, unless such Member Representative is serving in his or her capacity as a Director in the manner provided in Section 3 of Article IV. Member Representatives must be an employee or Commissioner (or other governing board member) of a Member. In the absence of another designee by a Member, such Member's duly appointed general manager who is then in office shall be deemed its Member Representative. Each Member may assume that each Member Representative has, at all times, full authority to carry out his or her duties as such representative and to bind the Member for which he or she acts. Use of "general manager" means the chief administrative officer of a Member, however designated, whether as general manager, chief executive officer, manager, managing director or otherwise. Any Member may at any time, effective upon notice to the other Members and the Secretary of the Corporation, change its Member Representative; provided, however, that unless and until such time as a Member notifies the other Members and the Secretary of the Corporation of any change in its Member Representative, in accordance with the foregoing requirements, such other Members and the Corporation shall be entitled to rely upon the authority of such individual to represent and act on behalf of such Member in accordance with the provisions of these Bylaws, and neither the Corporation nor any such other Member will be required to determine any fact or circumstance bearing upon the existence of the authority of such individual, or be responsible for the application or distribution of proceeds paid or credited to such individual.

Section 14. Competing Activities. Any one or more of the Members and its or their Affiliates may engage or invest in any activity, including without limitation those that might be in direct or

indirect competition with the Corporation. Neither the Corporation nor any other Member shall have any right to participate in or to engage in such other activities or to share in the income or proceeds derived therefrom. No Member shall be obligated to present any investment opportunity to the Corporation, even if the opportunity is of a character that, if presented to the Corporation, could be taken by the Corporation. Each Member shall have the right to hold any investment opportunity for its own account or to recommend such opportunity to Persons other than the Corporation. The Members acknowledge that they and their Affiliates own or manage other businesses, including businesses that may compete with the Corporation and for the Members' time. Each Member hereby waives any and all claims to any right, title or interest in or to any such investment opportunities or activities. Nothing in this Section 14 shall be deemed to limit or modify to any extent or in any manner whatsoever any confidentiality or nondisclosure obligations that any of the Members or any of their Affiliates may have to the Corporation under any agreement or applicable law.

Section 15. Transactions Between the Corporation and Members, Officers or Employees. The Members and their Affiliates may engage in any transaction with the Corporation so long as such transaction is not expressly prohibited by these Bylaws and so long as (a) the terms and conditions of such transaction, on an overall basis, are fair and reasonable to the Corporation and are at least as favorable to the Corporation as those that are generally available from non-Members similarly capable of performing them, (b) a majority in number of the Directors having no interest in such transaction approves the transaction in writing, or (c) it is a contract of the type entered into in the ordinary course of the Corporation's business to acquire goods or services or to provide access to the Network or other goods or services that the Corporation provides in the ordinary course of business, on such terms and conditions as have been generally approved by the Board of Directors.

Section 16. Remuneration to Members. Except as otherwise agreed by the Members, no Member is entitled to remuneration for acting in the Corporation business.

Section 17. Expulsion of a Member. Any Member may be expelled from membership in the Corporation at any time for good cause (including but not limited to failure to comply substantially with any material provision of these Bylaws) upon a Majority Vote of the Board of Directors and where any cure may reasonably be effected by such Member, a reasonable opportunity to cure. Failure to timely pay a Membership Assessment shall constitute good cause for expulsion and the only possible timely cure of such a failure shall be to pay the Membership Assessment in full together with interest at 12% per annum from the due date for that Assessment within ten days after receipt of written demand for such payment. The failure of a Member to provide access to the Network to all providers and users shall constitute good cause for expulsion (unless denial of access was effected due to a user's prohibited activity in connection with use of the Network or for failure to pay any compensation due for such access). A Member may be automatically expelled pursuant to the provisions of Section 3 of Article IX. Upon expulsion of a Member, Schedule A shall be amended to reflect the expulsion. The expelled Member shall be obligated for the full amount of any damages caused by any action of such Member which resulted in or was related in any way to such Member's expulsion. An expelled Member shall have no rights or entitlement to any distributions or other assets of the Corporation.

Section 18. Withdrawal of a Member. Subject to the following two sentences, a Member may withdraw from the Corporation by providing written notice to the Chief Executive Officer of the

Corporation by September 15th of the calendar year, to become effective, with or without the approval of the other Members, on November 15th of the same calendar year. If 25% or more of the Members give notice of withdrawal from the Corporation by September 15th of the calendar year, then, notwithstanding the first sentence of this Section 18, a “Special Notice Period” for withdrawal shall apply to all Members, including those that have already provided notice. The Special Notice Period shall run until December 15th of the same calendar year, during which period additional Members may provide notice of withdrawal. If a Special Notice Period is triggered, withdrawal of all departing Members, including those that provided notice prior to September 15th, shall become effective on February 15th of the following calendar year. Upon the withdrawal of a Member becoming effective, Schedule A shall be amended to reflect the withdrawal. A withdrawing Member shall have no rights or entitlement to any assets of the Corporation. A withdrawing Member’s right to receive any distributions shall cease on the effective date of withdrawal regardless of whether a distribution had been approved prior to the effective date of withdrawal. A notice of withdrawal may be revoked by written notice to the Chief Executive Officer of the Corporation prior to the effective date of withdrawal, but such revocation will not affect the establishment of a Special Notice Period and the rights of Members thereunder.

Section 19. No Release. Except to the extent otherwise expressly agreed, no expulsion or withdrawal of a Member shall result in the release of the former Member from any liability incurred by it to the Corporation, any Member, or any other Person, which liability was incurred prior to or in connection with the expulsion or withdrawal, including, without limitation, any Guarantee of the expelled or withdrawing Member and any Member Assessment that was to be paid before the Member’s expulsion or the effective date of the Member’s withdrawal.

ARTICLE III

Membership Assessments; Distributions

Section 1. Membership Assessments. The Members shall pay to the Corporation, as Membership Assessments, only such amounts as are determined from time to time by a two-thirds vote of all the Directors (not merely a quorum thereof). Each Member shall pay an equal share of such Membership Assessment as determined on the date the Membership Assessment is approved. Unless otherwise specified by the Board of Directors, all Membership Assessments shall be paid in cash or immediately available funds. Membership Assessments shall be paid on the date specified in the notice of assessment issued by the Corporation (pursuant to Board action) which date shall not be less than thirty days after the date the notice is mailed.

Section 2. Non-Liquidating Distributions by the Corporation. Subject to applicable law, the Board of Directors may authorize distributions of surplus funds to the Members. Distributions shall first be made in proportion to their respective Percent of Total Unpaid Contributions as of the effective date of the distribution until all contributions of then current Members have been repaid, and thereafter distributed equally among the Members as determined on the effective date of the distribution. The effective date of the distribution will be the date the Board of Directors approves the distribution, unless the Board of Directors establishes a different date as the effective date for the Distribution. In determining whether to authorize such distributions, the Board of Directors shall take into account all debts, liabilities, and obligations of the Corporation then due, as well as the establishment and replenishment of appropriate working capital and other reserves.

The Board of Directors may rescind authorization of a distribution to Members at any time before the distribution is paid if the Board determines that such rescission would be in the best interest of the Corporation.

Section 3. No Accrual of Earnings to Non-Members. Notwithstanding any other provision of these Bylaws, no part of the earnings of the Corporation may accrue to the benefit of any private person or corporation but only to the Members.

Section 4. Distributions in Liquidation of the Corporation. On dissolution or final liquidation of the Corporation, assets remaining after payment of all creditors of the Corporation shall first be made in proportion to their respective Percent of Total Unpaid Contributions as of the effective date of the distribution until all contributions of then current Members have been repaid, and thereafter shall be distributed equally among the Members as of the effective date of the distribution. Distributions in-kind must be approved by a Majority Vote of the Members.

Section 5. Distributions to Dissenters. Members shall have such rights given to members exercising their right to dissent as provided in Chapter 24.06 RCW, now or as amended or replaced from time to time.

Section 6. Rights of Members. Members shall have no rights or entitlement to any distributions or to any other assets of the Corporation except as expressly provided in the Articles of Incorporation or Bylaws and not before such time as expressly set forth therein.

ARTICLE IV

Board of Directors

Section 1. Powers of Directors. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors, except as otherwise provided by the Articles of Incorporation. Each Director, while serving in the capacity of Director, shall discharge his or her duties in the manner provided in Section 14 of this Article IV.

Section 2. Number, Appointment, and Terms of Directors. The number of Directors shall be equal to the number of Members at all times. Each Member shall appoint one (1) Director and one (1) Alternate Director (as more specifically described in Section 3 of this Article IV), with such appointment becoming effective upon delivery of written notice to the Board of Directors, the President, or Secretary of this Corporation. A Member may replace its appointed Director or Alternate Director at any time, and in its sole discretion, by providing written notice to the Board of Directors, the President, or Secretary of the Corporation. A Director's term shall immediately end as of: (a) the appointment of a replacement Director by the respective Member; (b) termination of such Director's service with the appointing Member; (c) the appointing Member no longer being a Member of the Corporation, for whatever reason; (d) such time as an Alternate Director serves in the capacity of Director as provided in Section 3 of this Article IV; (e) in the case of an Alternate Director serving in the capacity of Director, upon the return of the non-Alternate Director as provided in Section 3(b) of this Article IV; or (f) a resolution of the Board of Directors terminating the Director for cause pursuant to Section 11 of this Article IV. A non-Alternate Director shall be automatically appointed to his or her Director status as provided in Section 3(b) of this Article IV.

Section 3. Alternate Directors. The following procedures shall apply to Alternate Directors:

(a) Alternate Directors; Voting. Each Member shall appoint an alternate to serve in the capacity of Director in the event of the death, resignation, removal, or absence of the applicable Director; such alternate shall be referred to as an “Alternate Director”. When serving in the capacity of Director, the Alternate Director shall have all the rights, privileges and responsibilities (including voting rights) of Director status, and shall be, for all purposes, automatically appointed to serve as Director for the term provided in Section 2 of this Article IV. The Alternate Director of each Member shall be its Member Representative and, while serving in the capacity of Director, shall discharge his or her duties in the manner provided in Section 14 of this Article IV.

(b) Return of Director. In the event that the Alternate Director is serving as a Director due to the absence of the non-Alternate Director, such non-Alternate Director shall regain all of the rights, privileges and responsibilities of Director status upon the termination of his or her absence, and the term of Directorship for the Alternate Director shall immediately cease.

(c) Application of Articles and Bylaws. All provisions of the Articles of Incorporation and these Bylaws apply equally to the Alternate Directors as to the Directors, unless otherwise noted.

Section 4. Qualifications of Directors. Directors need not be Members or residents of the State of Washington, but must have reached the age of majority. Directors must be an employee or Commissioner (or other governing board member) of a Member. Members are encouraged to appoint a Commissioner (or other governing board member) or senior staff member in the positions of Director, Alternate Director, and Member Representative.

Section 5. Regular Meetings of the Directors. Regular meetings of the Board of Directors shall be held at such places, and at such times as the Board by vote may determine, and, if so determined, no notice thereof need be given.

Section 6. Special Meetings of the Directors. Special meetings of the Board of Directors may be held at any time or place whenever called by the President or by a majority of the Board of Directors, notice thereof being given to each Director by the officer calling or by the officer directed to call the meeting.

Section 7. Notice. No notice is required for regular meetings of the Board of Directors. Written notice of special meetings of the Board of Directors, stating the date, time, place and general business expected to be transacted at the meeting thereof, shall be given at least twenty-four hours in advance of the meeting. Such notice may be delivered personally, ~~by fax,~~ by electronic mail or any other means of written communication available to a Director.

Section 8. Waiver of Notice. A Director may waive notice of a special meeting of the Board either before or at the meeting, and such waiver shall be deemed to be the equivalent of giving notice. The waiver must be in writing, signed by the Director entitled to the notice and delivered to the Corporation for inclusion in its corporate records; provided, however, that attendance of a Director at a meeting shall constitute waiver of notice of that meeting unless said Director attends for the express purpose of objecting to the transaction of business because the meeting has not been lawfully called or convened.

Section 9. Quorum of Directors; Participation by Telephone. A majority of the Directors shall constitute a quorum for the transaction of business. When a quorum is present at any meeting, a majority of the Directors present thereat shall decide any question brought before such meeting, except as otherwise provided by the Articles of Incorporation or by these Bylaws. Regular and special meetings may be conducted by telephone or conference call that enables all meeting participants to hear each other during the meeting. Participation by such means shall constitute presence in person at a meeting and such person shall be considered to be “in attendance” at such meeting. The same notice requirements applicable to in-person meetings of the Members shall apply to meetings that are conducted by, or include, telephone or conference call attendance.

Section 10. Adjournment. A majority of the Directors present, even if less than a quorum, may adjourn a meeting and continue it to a later time. Notice of the adjourned meeting and of the business to be transacted thereat must be given as required for a special meeting, shall not be necessary. At any adjourned meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting as originally called.

Section 11. Resignation, Removal and Other Vacancies. Any Director of this Corporation may resign at any time by giving written notice to the Board of Directors, the President, or Secretary of this Corporation. Any such resignation is effective when the notice is delivered, unless the notice specifies a later effective date. Without in any way limiting the other provisions of this Article IV, the Board of Directors, at a special meeting called expressly for such purpose, may remove a Director or an Alternate Director from office for cause. Any vacancy of a Director position not filled by an Alternate Director pursuant to Section 3 of this Article IV shall be filled by the applicable Member appointing a new Director as provided in Section 2 of this Article IV. Notwithstanding the foregoing, any vacancy lasting more than sixty (60) consecutive days may be filled by the Board of Directors. A Director or Alternate Director removed from office for cause may be subsequently appointed as a Director or Alternate Director by any Member only upon the prior approval of the Board of Directors.

Section 12. Compensation. No Director may be paid by the Corporation any compensation of any kind incurred in fulfilling the duties of a Director.

Section 13. Presumption of Assent.

(a) A Director of this Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless:

(1) The Director objects at the beginning of the meeting, or promptly upon the Director’s arrival, to holding it or transacting business at the meeting;

(2) The Director’s dissent or abstention from the action taken is entered in the minutes of the meeting; or

(3) The Director shall file written dissent or abstention with the presiding officer of the meeting before its adjournment or to the Corporation within a reasonable time after adjournment of the meeting.

(b) The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

Section 14. Duties of Directors; Standard of Care.

(a) A Director shall perform the duties of a Director, including duties as a member of any committee of the Board of Directors on which the Director may serve, in good faith, with such care as an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner that such Director reasonably believes to be in the best interests of the Corporation.

(b) In performing the duties of Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

(1) Any advisory committee established by the Board of Directors;

(2) One or more officers or employees of the Corporation whom the Director believes to be reliable and competent in the matters presented;

(3) Legal counsel, independent accountants or other persons as to matters that the Director believes to be within such person's professional or expert competence; or

(4) A committee of the Board of Directors upon which the Director does not serve but that the Director believes to merit confidence, as to matters within such committee's designated authority, so long as, in any such case, the Director acts in good faith, makes any reasonable inquiry when the need therefor is indicated by the circumstances and acts without knowledge that would cause such reliance to be unwarranted.

Section 15. Loans and Self-Dealing Transactions.

(a) Loans. The Corporation shall not make any loan of money or property to or guarantee the obligation of any Director; provided, however, that the Corporation may advance money to a Director for expenses reasonably anticipated to be incurred in performance of the duties of such Director so long as such individual would be entitled to reimbursement for such expenses absent such advance.

(b) Self-Dealing Transactions. The Board of Directors shall not approve a transaction to which the Corporation is a party and in which one or more of the Directors has a material financial interest, unless the transaction meets the requirements of Section 15(c) below.

(c) Exempt Transactions. The following transactions are exempted from the provisions of Section 15(b) above:

(1) A transaction that is part of a public or charitable program approved by the Board of Directors and that results in a benefit to one or more Directors or their families only because they are members of a substantial class of unrelated persons intended to be benefited by the program.

(2) A transaction with respect to which the Director having a material financial interest has no actual knowledge of the financial interest prior to the consummation of the transaction.

(3) A transaction that the Board of Directors, having knowledge of the material facts concerning the transaction and the Director's interest therein, and at a regularly scheduled meeting of the Board of Directors, authorizes by a vote of a majority of the Directors then in office (without counting the vote of the interested Director), after considering and in good faith determining, upon reasonable investigation under the circumstances, that (a) the transaction will be entered into by the Corporation for its own benefit, (b) the transaction is fair and reasonable as to the Corporation and (c) the Corporation could not have obtained a more advantageous arrangement with reasonable effort under the circumstances.

Section 16. Inspection Rights. Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents, and to inspect the physical properties, of the Corporation. No Director shall use or disseminate any information (other than any information regarding a violation of laws) obtained as a result of any such inspection, or otherwise in his or her capacity as a Director, for his or her own personal gain or to the detriment of the Corporation.

ARTICLE V

Officers

Section 1. Positions. The officers of this Corporation shall consist of a President of the Board, a Vice President of the Board, a Secretary of the Board, a Chief Executive Officer, and a Treasurer, as appointed by the Board. Such other officers and assistant officers as may be necessary may be appointed by the Board of Directors or by a duly appointed officer to whom such authority has been delegated by Board resolution. Neither the Chief Executive Officer nor the Treasurer need be a Director of this Corporation. Any two or more offices may be held by the same person, except that neither the President nor the Chief Executive Officer may be Treasurer and the same person may not hold the offices of President and Secretary. Officers of the Corporation may be employees or elected or appointed officials of the Members, provided that the President of the Board, the Vice President of the Board and the Secretary of the Board shall each be elected from among the members of the Board of Directors. Any reference in these Bylaws to the "President," or any "Vice President," or the "Secretary" shall mean, respectively, the President of the Board, any Vice President of the Board or the Secretary of the Board.

Section 2. Appointment and Term of Office. The officers of this Corporation shall be elected by, and serve at the pleasure of, the Board of Directors. The President, Vice President, and Secretary shall serve for three-year terms, but they may serve again in the same office if re-elected, elected subsequently, or appointed to fill a vacancy pursuant to Section 6 below. Each officer shall hold office until a successor shall have been elected and qualified or until said officer's earlier death, resignation or removal.

Section 3. Powers and Duties. If the Board appoints persons to fill the following officer positions, such officer shall have the powers and duties set forth below:

(a) President. The President shall preside at meetings of the Board of Directors.

(b) Vice President. During the absence or disability of the President, the Vice President (or in the event that there be more than one Vice President, the Vice Presidents in the order designated by the Board of Directors) shall exercise all functions of the President, except as limited by resolution of the Board of Directors. Each Vice President shall have such powers and discharge such duties as may be assigned from time to time to such Vice President by the President or by the Board of Directors.

(c) Secretary. The Secretary shall authenticate records of the Corporation and have such powers and discharge such duties as may be assigned from time to time to such Secretary by the President or by the Board of Directors.

(d) Chief Executive Officer.

(1) The Chief Executive Officer (CEO) shall be the chief administrative officer of this Corporation and, subject to the direction and control of the Board of Directors, shall have general supervision of the business of this Corporation.

(2) The CEO or such other person(s) as are specifically authorized by vote of the Board of Directors, shall sign all bonds, deeds, mortgages, and any other agreements and other documents, and any one or more such signature(s) shall be sufficient to bind this Corporation. The CEO shall perform (or delegate and supervise the performance of) such other duties as the Board of Directors shall designate, including but not limited to:

(i) Prepare minutes of the Directors' and Members' meetings and keep them in one or more books provided for that purpose;

(ii) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;

(iii) Be custodian of the corporate records and of the seal of the Corporation (if any), and affix the seal of the Corporation to all documents as may be required;

(iv) Keep a register of the post office address of each Member which shall be furnished to the Secretary by such Member;

(v) Sign with the President, or a Vice President, Membership Certificates, the issuance of which shall have been authorized by resolution of the Board of Directors;

(vi) Have general charge of the Membership Certificate transfer books of the Corporation; and

(vii) In general, perform all the duties commonly incident to the office of a corporate secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

(e) Treasurer. The Treasurer shall have the care and custody of the money, funds, and securities of the Corporation, shall account for the same, and shall have and exercise all the powers and duties commonly incident to this office.

Section 4. Compensation and Contract Rights. The compensation of the Chief Executive Officer shall be fixed from time to time by the Board of Directors. The appointment of an officer shall be at will and shall not of itself create contract rights.

Section 5. Resignation or Removal.

(a) Any officer of this Corporation may resign at any time by giving written notice to the Board of Directors. Any such resignation is effective when the notice is delivered, unless the notice specifies a later date, and shall be without prejudice to the contract rights, if any, of such officer or the Corporation.

(b) The Board of Directors, by majority vote of the entire Board, may remove any officer or agent appointed by it, with or without cause. The removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 6. Vacancies. If any office becomes vacant by any reason, the Board may appoint a successor or successors who shall hold office for the unexpired term.

Section 7. Staffing. The Chief Executive Officer may, within such budgetary authority and subject to such other restrictions and requirements as the Board of Directors may establish from time to time, hire or contract with such staff as is necessary to fulfill the purposes of the Corporation.

ARTICLE VI

Books and Records; Funds and Accounts; Pricing

Section 1. Books of Accounts, Minutes and Record of Members. The Corporation:

(a) Shall keep as permanent records minutes of all meetings of its Members and Board of Directors, a record of all actions taken by the Members or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors exercising the authority of the Board of Directors on behalf of the Corporation;

(b) Shall maintain appropriate accounting records;

(c) Shall, without limiting the provisions of Section 13 of Article II, maintain a record of the Members, in a form that permits preparation of a list of the names and addresses of all Members, in alphabetical order; and

(d) Shall keep a copy of the following records at its principal office:

(1) The Articles or Restated Articles of Incorporation and all amendments to them currently in effect;

(2) The Bylaws or Restated Bylaws and all amendments to them currently in effect;

(3) The minutes of all Members' and Directors' meetings, and records of all actions taken by Members and Directors without a meeting, for the past three years;

(4) Its financial statements for the past three years, including balance sheets showing in reasonable detail the financial condition of the Corporation as of the close of each fiscal year, and an income statement showing the results of its operations during each fiscal year prepared on the basis of generally accepted accounting principles or, if not, prepared on a basis explained therein;

(5) All written communications to Members generally within the past three years;

(6) A list of the names and business addresses of its current Directors and officers; and

(7) Its most recent annual report delivered to the Secretary of State of Washington.

Section 2. Copies of Resolutions. Any person dealing with the Corporation may rely upon a copy of any of the records of the proceedings, resolutions, or votes of the Board of Directors or Members, when certified by the President or Secretary.

Section 3. Funds and Accounts. The Corporation shall maintain such funds and accounts as are authorized by action of the Board of Directors. Corporation funds shall be invested subject to the same restrictions as public funds under the laws of the state of Washington. The financial records of the Corporation shall be subject to audit in the manner provided by law for the auditing of public funds.

Section 4. Pricing. The Corporation will charge all Members on the same "at cost" basis. Other customers may be charged on any basis that the directors or officers determine.

ARTICLE VII

Indemnification of Officers, Directors, Employees and Agents

Section 1. Definitions. As used in this Article:

(a) "Agent" means an individual who is or was an agent of the Corporation or an individual who, while an agent of the Corporation, is or was serving at the Corporation's request as a Director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. "Agent" includes, unless the context requires otherwise, the estate or personal representative of an agent.

(b) "Corporation" means this Corporation, and any domestic or foreign predecessor entity which, in a merger or other transaction, ceased to exist.

(c) “Director” means an individual who is or was a Director of the Corporation or an individual who, while a Director of the Corporation, is or was serving Corporation’s request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. “Director” includes, unless the context requires otherwise, the estate or personal representative of a Director.

(d) “Employee” means an individual who is or was an employee of the Corporation or an individual, while an employee of the Corporation, is or was serving at the Corporation’s request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. “Employee” includes, unless the context requires otherwise, the estate or personal representative of an employee.

(e) “Expenses” include counsel fees.

(f) “Indemnitee” means an individual made a party to a proceeding because the individual is or was a Director, Officer, Employee, or Agent of the Corporation, and who possesses indemnification rights pursuant to the Articles, these Bylaws, or other corporate action. “Indemnitee” shall also include the heirs, executors, and other successors in interest of such individuals.

(g) “Liability” means the obligation to pay a judgment, settlement, penalty, fine, including an excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.

(h) “Officer” means an individual who is or was an officer of the Corporation or an individual who, while an officer of the Corporation, is or was serving at the Corporation’s request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. “Officer” includes, unless the context requires otherwise, the estate or personal representative of an officer.

(i) “Party” includes an individual who was, is, or is threatened to be named a defendant or respondent in a proceeding.

(j) “Proceeding” means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.

Section 2. Indemnification Rights of Directors, Officers, Employees and Agents. The Corporation shall indemnify its Directors, Officers, Employees and Agents to the full extent permitted by applicable law as then in effect against liability arising out of a proceeding to which such individual was made a party because the individual is or was a Director, Officer, Employee or Agent of the Corporation. The Corporation shall advance expenses incurred by such persons who are parties to a proceeding in advance of final disposition of the proceeding, as provided herein.

Section 3. Procedure for Seeking Indemnification or Advancement of Expenses.

(a) Notification and Defense of Claim. Indemnitee shall promptly notify the Corporation in writing of any proceeding for which indemnification could be sought under this Article. In addition, Indemnitee shall give the Corporation such information and cooperation as it may reasonably require and as shall be within Indemnitee's power.

With respect to any such proceeding as to which Indemnitee has notified the Corporation:

(1) The Corporation will be entitled to participate therein at its own expense; and

(2) Except as otherwise provided below, to the extent that it may wish, the Corporation, jointly with any other indemnifying party similarly notified, will be entitled to assume the defense thereof, with counsel satisfactory to Indemnitee. Indemnitee's consent to such counsel may not be unreasonably withheld.

After notice from the Corporation to Indemnitee of its election to assume the defense, the Corporation will not be liable to Indemnitee under this Article for any legal or other expenses subsequently incurred by Indemnitee in connection with such defense. However, Indemnitee shall continue to have the right to employ its counsel in such proceeding, at Indemnitee's expense; and if:

(i) The employment of counsel by Indemnitee has been authorized by the Corporation;

(ii) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Corporation and Indemnitee in the conduct of such defense; or

(iii) The Corporation shall not in fact have employed counsel to assume the defense of such proceeding, the fees and expenses of Indemnitee's counsel shall be at the expense of the Corporation.

The Corporation shall not be entitled to assume the defense of any proceeding brought by or on behalf of the Corporation or as to which Indemnitee shall reasonably have made the conclusion that a conflict of interest may exist between the Corporation and the Indemnitee in the conduct of the defense.

(b) Information to be Submitted and Method of Determination and Authorization of Indemnification. For the purpose of pursuing rights to indemnification under this Article, the Indemnitee shall submit to the Board a sworn statement requesting indemnification and reasonable evidence of all amounts for which such indemnification is requested (together, the sworn statement and the evidence constitutes an "Indemnification Statement").

Submission of an Indemnification Statement to the Board shall create a presumption that the Indemnitee is entitled to indemnification hereunder, and the Corporation shall, within 60 calendar days thereafter, make the payments requested in the Indemnification Statement to or for the benefit of the Indemnitee, unless: (1) within such 60 calendar day period it shall be determined

by the Corporation that the Indemnitee is not entitled to indemnification under this Article; (2) such vote shall be based upon clear and convincing evidence (sufficient to rebut the foregoing presumption); and (3) the Indemnitee shall receive notice in writing of such determination, which notice shall disclose with particularity the evidence upon which the determination is based.

At the election of the President, the foregoing determination may be made by either: (1) the written consent of a majority of the Members; (2) a committee chosen by written consent of a majority of the Directors of the Corporation, and consisting solely of two or more Directors not at the time parties to the proceeding; or (3) as provided by RCW 23B.08.550, as amended, as referred to in RCW 24.06.043.

Any determination that the Indemnitee is not entitled to indemnification, and any failure to make the payments requested in the Indemnification Statement, shall be subject to judicial review by any court of competent jurisdiction.

(c) Special Procedure Regarding Advance for Expenses. An Indemnitee seeking payment of expenses in advance of a final disposition of the proceeding must furnish the Corporation, as part of the Indemnification Statement:

(1) A written affirmation of the Indemnitee's good faith belief that the Indemnitee has met the standard of conduct required to be eligible for indemnification; and

(2) A written undertaking, constituting an unlimited general obligation of the Indemnitee, to repay the advance if it is ultimately determined that the Indemnitee did not meet the required standard of conduct.

If the Corporation determines that indemnification is authorized, the Indemnitee's request for advance of expenses shall be granted.

(d) Settlement. The Corporation is not liable to indemnify Indemnitee for any amounts paid in settlement of any proceeding without Corporation's written consent. The Corporation shall not settle any proceeding in any manner which would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Corporation nor Indemnitee may unreasonably withhold its consent to a proposed settlement.

Section 4. Contract and Related Rights.

(a) Contract Rights. The right of an Indemnitee to indemnification and advancement of expenses is a contract right upon which the Indemnitee shall be presumed to have relied in determining to serve or to continue to serve in his or her capacity with the Corporation. Such right shall continue as long as the Indemnitee shall be subject to any possible proceeding. Any amendment to or repeal of this Article shall not adversely affect any right or protection of an Indemnitee with respect to any acts or omissions of such Indemnitee occurring prior to such amendment or repeal.

(b) Optional Insurance, Contracts, and Funding. The Corporation may:

(1) Maintain insurance, at its expense, to protect itself and any Indemnitee against any liability, whether or not the Corporation would have power to indemnify the individual

against the same liability under RCW 23B.08.510 or .520, or a successor statute, as referred to in RCW 24.06.043;

(2) Enter into contracts with any Indemnitee in furtherance of this Article and consistent with applicable law; and

(3) Create a trust fund, grant a security interest, or use other means (including without limitation a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

(c) Severability. If any provision or application of this Article shall be invalid or unenforceable, the remainder of this Article and its remaining applications shall not be affected thereby, and shall continue in full force and effect.

(d) Right of Indemnitee to Bring Suit. If (1) a claim under this Article for indemnification is not paid in full by the Corporation within 60 days after a written claim has been received by the Corporation; or (2) a claim under this Article for advancement of expenses is not paid in full by the Corporation within 20 days after a written claim has been received by the Corporation, then the Indemnitee may, but need not, at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. To the extent successful in whole or in part, the Indemnitee shall be entitled to also be paid the expense (to be proportionately prorated if the Indemnitee is only partially successful) of prosecuting such claim.

Neither: (1) the failure of the Corporation (including its Board of Directors, its Members, or independent legal counsel) to have made a determination prior to the commencement of such proceeding that indemnification or reimbursement or advancement of expenses to the Indemnitee is proper in the circumstances; nor (2) an actual determination by the Corporation (including its Board of Directors, its Members, or independent legal counsel) that the Indemnitee is not entitled to indemnification or to the reimbursement or advancement of expenses, shall be a defense to the proceeding or create a presumption that the Indemnitee is not so entitled.

Section 5. Exceptions. Any other provision herein to the contrary notwithstanding, the Corporation shall not be obligated pursuant to the terms of these Bylaws to indemnify or advance expenses to Indemnitee with respect to any proceeding:

(a) Claims Initiated by Indemnitee. Initiated or brought voluntarily by Indemnitee and not by way of defense, except with respect to proceedings brought to establish or enforce a right to indemnification under these Bylaws or any other statute or law or as otherwise required under the statute; but such indemnification or advancement of expenses may be provided by the Corporation in specific cases if the Board of Directors finds it to be appropriate,

(b) Lack of Good Faith; Scope of Employment or Duties. In which the court finds that the Indemnitee was either not acting in good faith or not acting within the scope of his or her employment or duties with the Corporation, or in a proceeding instituted by Indemnitee to enforce or interpret this Agreement, if a court of competent jurisdiction determines that each of the material assertions made by Indemnitee in such proceeding was not made in good faith or was frivolous.

(c) Insured Claims. For which any of the expenses or liabilities for indemnification is being sought have been paid directly to Indemnitee by an insurance carrier under a policy of officers' and directors' liability insurance maintained by the Corporation.

(d) Prohibited by Law or Articles of Incorporation. If the Corporation is prohibited by applicable law as then in effect, or by its Articles of Incorporation, from paying such indemnification or advancement of expenses.

ARTICLE VIII

Transfers of Membership Interests

Section 1. Restrictions on Transfer of Membership Interests. Transfers of less than all of a Member's Membership Interest are prohibited. A transfer of all Membership Interest of a Member may be made and a substitute Member may be admitted only in accordance with the provisions of Section 2 of this Article.

Section 2. Transfer and Assignment of Membership Interests.

(a) Transfers of Membership Interests Not Permitted Without Consent. Subject to the provisions of Section 2(b) of this Article, no Member shall be entitled to transfer, assign, convey, sell, encumber, grant a lien or security interest in, mortgage, pledge, hypothecate or in any way alienate (collectively, "transfer") its Membership Interest except with the prior approval by a two-thirds vote of all Members (not merely a quorum thereof), which approval may be given or withheld, conditioned or delayed by such Members in their sole and absolute discretion. After the consummation of any transfer of Membership Interest, the Membership Interest so transferred shall continue to be subject to the terms and provisions of these Bylaws and any further transfers shall be required to comply with all the terms and provisions of these Bylaws. Upon completion of the transfer, Schedule A shall be amended to reflect the transfer.

(b) Additional Transfer Requirements. In addition to the requirements of Section 2(a) of this Article, a Membership Interest may be transferred only if (i) the substitute Member meets the membership qualifications and admission requirements of Section 2 of Article II and (ii) the transferee pays any reasonable expenses incurred by the Corporation and the other Members in connection with the transferee's admission as a new Member. The admission of a substitute Member shall not result in the release of the Member that transferred the Membership Interest to such transferee from any liability that such Member may have incurred to the Corporation, any other Member, or any third party prior to such transfer, without the express written consent of all parties involved, including all Members through the adoption of a unanimous Member resolution. Any transferee of a Membership Interest shall take such Membership Interest subject to the restrictions on transfer imposed by the Articles of Incorporation and these Bylaws.

ARTICLE IX

Guarantees; Indemnity

Section 1. Guarantee; Indemnity. The Board shall give each Member at least 60 days' written notice before it takes action on a proposal which contemplates a written guarantee or similar commitment (referred to herein individually as a "Guarantee" and more than one as "Guarantees") by each Member of its share (as provided in Section 2 below) of any contractual

obligations of the Corporation. The notice shall include a summary of the material terms of the contractual obligation and of the Guarantee to be executed and delivered by Members. Within such 60 day period, each Member may, by such means as applies to it, authorize the execution and delivery of such Guaranty. If requested by a two-thirds vote of all the Directors (not merely a quorum thereof), each Member who authorized the execution and delivery of the Guarantee shall do so, and Members who fail to authorize, execute and deliver the Guarantee shall immediately and automatically be expelled for cause, as provided in Section 17 of Article II, without a vote of the Board of Directors and the only cure that may reasonably be effected is the authorization of and execution and delivery of the Guarantee by the effective date of the contract creating the Corporation's obligation. Each new Member agrees that, upon admission or at any time thereafter as it is requested by the Board of Directors (by a simple majority of a quorum thereof), it will execute and deliver such a Guarantee or, at the Board's election, its written indemnification of existing Members which have provided Guarantees, either such type of documentation to be in such form as the Board of Directors approves in like manner and is also referred to herein singly as a "Guarantee" and collectively as "Guarantees."

Section 2. Shares. Unless a Member expressly agrees in writing to a greater share of a contractual obligation of the Corporation specified in Section 1 above, each Member shall have an equal share of such an obligation determined on the effective date of the contract creating the Corporation's obligation. A Member's share of such an obligation may subsequently be adjusted as the result of the addition of new Members if the party contracting with the Corporation consents as provided in the agreement between it and the Corporation. If the Board of Directors so requests, based on the two-thirds vote required in Section 1 above, the Guarantee shall provide that a Member's share of such an obligation may be increased by as much as, but no more than, twenty-five percent (25%) if one or more of the other Members fail to pay all or part of their shares of that obligation.

Section 3. Failure to Pay. Failure to make a full, timely payment pursuant to the provisions of any Guarantee shall result in immediate automatic expulsion of a Member without a vote of the Board of Directors, with all attendant consequences pursuant to Section 17 of Article II. A Member that pays an additional amount due to the failure of another Member to pay all or part of its share, shall be entitled to reimbursement from that Member. A Member that pays an additional amount for which it is not able to obtain full reimbursement thereof from the Member who failed to pay all or part of its share shall be entitled to receive a portion of the unreimbursed amount from each other Member, each such Member to pay an amount thereof proportional to its share of the shares of all such Members, subject to the limitations contained in Section 2. Such payment shall be due within 30 days after receipt of written demand therefore. Failure to make a timely payment pursuant to the previous sentence shall result in immediate automatic expulsion of a Member without a vote of the Board of Directors, with all attendant consequences pursuant to Section 17 of Article II. Each Member who makes such a payment shall be entitled to reimbursement of such amount from the Member who failed to pay all or part of its share. Nothing in this Article IX shall be interpreted to deny a Member the right to make any payment under protest, reserving its right to seek repayment of all or part thereof to which it is entitled. Automatic expulsions provided in this Section 3 shall not constitute the exclusive remedy of the Corporation or of any other Member.

Section 4. Limitation. The provisions of this Article IX apply only to contractual obligations of the Corporation and only to the extent that the Board of Directors has approved in the manner provided above.

ARTICLE X

Miscellaneous

Section 1. **Notices.** Whenever notice is to be provided to or by a Member, such notice shall be in writing and transmitted by mail, private carrier, electronic mail, personal delivery, or by wire or wireless equipment that transmits a facsimile of the notice, directed, in the case of notice to a Member, to the Member's street address, electronic mail address, or facsimile number, as it appears on the current record of Members. Written notice is deemed given or mailed and effective at the earliest of the following: (a) when received; (b) five days after its deposit in the U. S. mail if mailed with first-class postage prepaid; (c) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee; or (d) when sent if sent by electronic mail or facsimile.

Certificate of Adoption

The undersigned Secretary of Northwest Open Access Network, a Washington nonprofit mutual corporation, does hereby certify that the above and foregoing Bylaws of said corporation were adopted by the directors as the Bylaws of said corporation and that the same do now constitute the Bylaws of this corporation.

Amended pursuant to Resolutions adopted:

- May 3, 2000
- December 6, 2000
- October 2, 2002
- December 12, 2012
- August 12, 2015
- December, 13, 2023
- May 8, 2024.

- _____

Dated this June 11, 2024.

Secretary of the Board

SCHEDULE A
(~~NINTH~~ TENTH AMENDED)

Members

Benton PUD No. 1
Clallam PUD No. 1
~~Energy Northwest~~
Franklin PUD No. 1
Jefferson PUD No. 1
Kitsap PUD No. 1
Mason PUD No. 3
Okanogan PUD No. 1
Pacific PUD No. 2
Pend Oreille PUD No. 1

SCHEDULE B

(Initial Record of Contributions)

<u>Member</u>	<u>Contributions to NoaNet</u>	<u>Distributions From NoaNet</u>	<u>Contributions Remaining to be Repaid</u>	<u>Percent of Total Unpaid Contributions</u>
Benton PUD No. 1	\$3,159,093.07	\$0	\$3,159,093.07	25.377%
Clallam PUD No. 1	\$1,611,008.75	\$0	\$1,611,008.75	12.941%
Franklin PUD No. 1	\$1,435,788.91	\$0	\$1,435,788.91	11.534%
Jefferson PUD No. 1	\$31,478.71	\$0	\$31,478.71	0.253%
Kitsap PUD No. 1	\$1,069,086.99	\$0	\$1,069,086.99	8.588%
Mason PUD No. 3	\$1,970,570.73	\$0	\$1,970,570.73	15.83%
Okanogan PUD No. 1	\$1,224,606.54	\$0	\$1,224,606.54	9.837%
Pacific PUD No. 2	\$1,068,468.97	\$0	\$1,068,468.97	8.583%
Pend Oreille PUD No. 1	\$878,540.66	\$0	\$878,540.66	7.057%
Total	\$12,448,643.33	\$0	\$12,448,643.30	100%

Note: Contributions listed in the initial record of contributions are based on estimates of NoaNet staff, and all figures are subject to Board approval at the time the Board elects to make a distribution. Contribution figures may be revised at the time of any distribution if a Member provides evidence that revisions are necessary to the Board's satisfaction.

Exhibit B

**ARTICLE OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
NORTHWEST OPEN ACCESS NETWORK**

The undersigned, as President of Northwest Open Access Network (the “corporation”), in that official and authorized capacity on behalf of the corporation, hereby files this Article of Amendment to the First Restated Articles of Incorporation of Northwest Open Access Network filed July 26, 2024.

1. The name of the corporation is Northwest Open Access Network.
2. Article III of the First Restated Articles of Incorporation has been and is hereby amended to read as follows:

All Members of the corporation are public agencies (within the meaning of the Washington State Interlocal Cooperation Act, RCW Chapter 39.34) that desire to form a nonprofit mutual corporation, in accordance with their authority under applicable law, for the following purposes:

A. To participate in the development and efficient use of a broadband network owned, acquired, licensed, leased, or used by the Corporation for use by the Members, and to expand public access to affordable high speed broadband as provided by law;

B. To assist the Members, including those in rural areas, in adapting high speed information technology systems to their needs;

C. To share resources to provide cost-effective high speed broadband facilities and other services for use by the Members of this corporation on an at cost basis to those who make their networks available to all providers and users (i.e., who provide open access);

D. To share resources to provide cost-effective wholesale and retail broadband services to others as provided by law, denying such access only due to a provider's or end user's activity in connection with the use of the network that is prohibited by law or for failure to pay any compensation due for such access;

E. Through use of such network, improve the Members' ability to maximize the productivity of their assets and continue to provide efficient and economical service to customers, including but not limited to making excess network capacity available to other parties where network capacity has been acquired in light of the Members' present and reasonably anticipated future needs;

F. To do any and all lawful activities that may be necessary, useful or desirable for the furtherance, accomplishment, fostering or attainment of the foregoing purposes, either directly or indirectly and either alone or in conjunction or cooperation with others, whether such others be natural persons or organizations of any kind or nature, such as corporations, municipal corporations, firms, partnerships, limited liability companies, all purpose entities (as and if such form of enterprise is available under applicable law), associations, trusts, institutions, foundations, or governmental bureaus, departments or agencies; and

G. To engage in any lawful activity for which a nonprofit mutual corporation may be organized under the Nonprofit Miscellaneous and Mutual Corporation Act and as otherwise permitted by law.

3. Article IV, Section A of the First Restated Articles of Incorporation has been and is hereby amended to read as follows:

A. This corporation shall not have capital stock. This corporation shall have one class of Members. Each Member shall have an equal share of membership interest in the corporation. No entity shall be eligible for membership in the corporation unless, in addition to satisfying the other provisions of this paragraph, such entity: 1) is a "public agency," as such term is defined in the Washington State Interlocal Cooperation Act, RCW 39.34, as amended from time to time, and the provisions of succeeding law; and 2) has legal authority to provide wholesale and retail broadband services. No entity shall become a Member unless approved for membership by a two-thirds vote of all Members (not merely a quorum thereof), on such financial and other terms the Members by a two-thirds vote may determine. Notwithstanding the foregoing, any entity formed under the laws of any state other than Washington may be considered for membership only if the laws of that state permit it to participate jointly in the activities of the corporation.

4. The above amendment was approved and adopted by the corporation's Members at a meeting of the Members held on _____, at which a quorum was present, and such amendments received the unanimous vote of all Members of the corporation.

I DECLARE AND CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Dated this ____ day of _____, 2025, at _____, Washington.

Ron Gadeberg
President of Northwest Open Access Network

Exhibit C

**AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT
NORTHWEST OPEN ACCESS NETWORK**

During January 2000, certain entities entered into an Interlocal Cooperation Agreement (the "Agreement") pursuant to the provisions of RCW 39.34.030. A copy of the Agreement (all attachments thereto) is attached hereto, which identifies the entities that entered into the Agreement at that time.

Capitalized terms that are used herein, and the term "corporation," shall have the same meanings given them in the Agreement.

Pursuant to the provisions of the Charter Documents, some original Members withdrew from membership in the corporation, and other entities were approved as new Members of the corporation. The undersigned parties consist of all current Members of the corporation.

The Members desire to amend and update the stated purposes of the corporation contained in Article III of the Articles of Incorporation. In order to do so, Section 3(c) of the Agreement requires the Members make an identical amendment to Section 2 of the Agreement.

Now, therefore, in consideration of the mutual benefits each Member receives from membership in the corporation, and other valuable consideration, receipt of which is hereby acknowledged, each of the undersigned Members agrees to amend Section 2 of the Agreement, by replacing and superseding the Section 2 with the following:

2. PURPOSES. The purpose of this Agreement is to create a Washington nonprofit mutual corporation in accordance with RCW 39.34.030, which corporation shall be a non-stock corporation, the members of which are all public agencies within the meaning of RCW 39.34.020, and such corporation to have the following purposes:

a. To participate in the development and efficient use of a broadband network owned, acquired, licensed, leased, or used by the Corporation for use by the Members, and to expand public access to affordable high speed broadband as provided by law;

b. To assist the Members, including those in rural areas, in adapting high speed information technology systems to their needs;

c. To share resources to provide cost-effective high speed broadband facilities and other services for use by the Members of this corporation on an at cost basis to those who make their networks available to all providers and users (i.e., who provide open access);

d. To share resources to provide cost-effective wholesale and retail broadband services to others as provided by law, denying such access only due to a provider's or end user's activity in connection with the use of the network that is prohibited by law or for failure to pay any compensation due for such access;

e. Through use of such network, improve the Members' ability to maximize the productivity of their assets and continue to provide efficient and economical service to

customers, including but not limited to making excess network capacity available to other parties where network capacity has been acquired in light of the Members' present and reasonably anticipated future needs;

f. To do any and all lawful activities that may be necessary, useful or desirable for the furtherance, accomplishment, fostering or attainment of the foregoing purposes, either directly or indirectly and either alone or in conjunction or cooperation with others, whether such others be natural persons or organizations of any kind or nature, such as corporations, municipal corporations, firms, partnerships, limited liability companies, all purpose entities (as and if such form of enterprise is available under applicable law), associations, trusts, institutions, foundations, or governmental bureaus, departments or agencies; and

g. To engage in any lawful activity for which a nonprofit mutual corporation may be organized under the Nonprofit Miscellaneous and Mutual Corporation Act and as otherwise permitted by law.

(signatures on following page)

IN WITNESS WHEREOF the Members hereto have executed this Amendment to the Agreement on the date noted adjacent to the signatures hereto.

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY

By _____ Date: _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY

By _____ Date: _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY

By _____ Date: _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF JEFFERSON COUNTY

By _____ Date: _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF KITSAP COUNTY

By _____ Date: _____
Manager

PUBLIC UTILITY DISTRICT NO. 3 OF MASON COUNTY

By _____ Date: _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN COUNTY

By _____ Date: _____
Manager

PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC COUNTY

By _____ Date: _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF PEND OREILLE COUNTY

By _____ Date: _____
Manager

INTERLOCAL COOPERATION AGREEMENT NORTHWEST OPEN ACCESS NETWORK

The parties named below (each, a "Member" or "party," and collectively, the "Members" or "parties") hereby enter into this Interlocal Cooperation Agreement (this "Agreement") pursuant to Revised Code of Washington ("RCW") 39.34.030.

1. **PARTIES.** The parties are as follows:

Public Utility District No. 1 of Benton County
Public Utility District No. 1 of Chelan County
Public Utility District No. 1 of Clallam County
Public Utility District No. 1 of Douglas County
Public Utility District No. 1 of Ferry County
Public Utility District No. 1 of Franklin County
Public Utility District No. 2 of Grant County
Public Utility District No. 1 of Kittitas County
Public Utility District No. 1 of Lewis County
Public Utility District No. 3 of Mason County
Public Utility District No. 1 of Okanogan County
Public Utility District No. 2 of Pacific County
Public Utility District No. 1 of Skamania County
Public Utility District No. 1 of Whatcom County
Energy Northwest

Each of the public utility districts is established and operated pursuant to RCW 54. Energy Northwest is a joint operating agency established and operated pursuant to RCW 43.52. Each of the parties is a "public agency" as defined by RCW 39.34.020, and they enter into this Agreement and mutually promise and agree to the terms and conditions described herein.

2. **PURPOSES.** The purpose of this Agreement is to create a Washington nonprofit mutual corporation in accordance with RCW 39.34.030, which corporation shall be a non-stock corporation, the members of which are all public agencies within the meaning of RCW 39.34.020, and such corporation to have the following purposes:

a. To assist in the efficient management of load, conservation, and acquisition of electrical energy, and other utility purposes, by participating in the development and efficient use of a communications network licensed or leased from or shared with the Bonneville Power Administration and/or any other source, or otherwise owned, acquired or used by the corporation for use by the Members and others as provided by law;

b. To assist the Members, including those in rural areas, in adapting high speed information technology systems to their needs;

c. Allow the sharing of resources to provide cost-effective high technology communications facilities and other services for use by the Members to this Agreement on an at-cost basis to those who make their networks available to all providers and users (i.e., who provide open access), and by others as provided by law, denying such access only due to a provider's or user's activity in connection with the use of the network that is prohibited by law or for failure to pay any compensation due for such access;

d. Through use of such network, improve the Members' ability to maximize the productivity of their assets and continue to provide efficient and economical service to customers including but not limited to making excess network capacity available to other parties where network capacity has been acquired in light of the Members' present and reasonably anticipated future needs;

e. To do any and all lawful activities that may be necessary, useful or desirable for the furtherance, accomplishment, fostering or attainment of the foregoing purposes, either directly or indirectly and either alone or in conjunction or cooperation with others, whether such others be natural persons or organizations of any kind or nature, such as corporations, municipal corporations, firms, partnerships, limited liability companies, all purpose entities (as and if such form of enterprise is available under applicable law), associations, trusts, institutions, foundations, or governmental bureaus, departments or agencies; and

f. To engage in any lawful activity for which a nonprofit mutual corporation may be organized under the Nonprofit Miscellaneous and Mutual Corporation Act and as otherwise permitted by law.

3. ORGANIZATION.

a. The efforts contemplated by the parties to carry out the purposes of this Agreement shall be undertaken by the formation of a Washington nonprofit mutual corporation (the "corporation") pursuant to the provisions of Chapter 24.06 RCW and as contemplated by RCW 39.34.030(3)(b). The Articles of Incorporation and Bylaws of such nonprofit mutual corporation (referred to herein respectively as the "Articles of Incorporation" and the "Bylaws," and together as the "Charter Documents") shall be in the form of that attached hereto and incorporated herein by this reference, subject to change to reflect different composition of the initial Board of Directors, as provided in paragraph b below, and subject to amendment as provided therein and/or by applicable law. Capitalized terms used herein not otherwise defined herein shall have the meanings given them in the Charter Documents.

b. Article V of the Articles of Incorporation specifies the seven members of the initial Board of Directors, each of whom is an employee of an entity which is listed as a party to this Agreement. If any such entity does not execute this Agreement by January 31, 2000, that entity's employee shall not be a member of the initial Board of Directors, and his or her replacement shall be selected by a majority vote of the Management Committee established by the Washington Public Utility Districts' Association for the Joint Internet Project. Such

replacements for persons specified as members of the initial Board of Directors must be employees of an entity that signed this Agreement by January 31, 2000 other than any entity which already has an employee on the initial Board of Directors.

c. Article III of the Articles of Incorporation may not be amended to effect a material change to the purposes for which the corporation is to be formed without a prior identical amendment to Section 2 of this Agreement.

4. FINANCING; BUDGET. It is anticipated that the activities of the corporation will be financed by operating revenues and from the proceeds of loans borrowed from commercial lenders or other sources which may require guarantees from the Members. The Members agree to provide such guarantees (and new Members shall agree to provide such guarantees, or indemnities, with regard thereto) in the form or forms approved by the Board of Directors as provided in and subject to the provisions of the Charter Documents. Funds provided by other persons for the formation and organization expenses, initial operating expenses and equipment, facilities and similar requirements of the corporation shall be repaid from the proceeds of such loans. The officers of the corporation shall prepare periodic budgets, which budgets shall be presented to and subject to ratification by the Board of Directors.

5. NEW MEMBERS. New Members may be added in accordance with the Charter Documents, provided that each such new Member shall execute a counterpart of this Agreement.

6. EFFECTIVENESS; DURATION.

a. This Agreement shall become effective and commence upon its execution by parties which are designated on Schedule A to the Bylaws as holding Percentage Interests of at least 75% in the aggregate (which must occur not later than January 31, 2000) and the filing of this Agreement as required by law. Subject to the foregoing sentence, the parties executing this Agreement by January 31, 2000 hereby consent to an adjustment increasing the percentages and amounts in Schedule A to the Bylaws on a pro-rata basis (i.e., each such executing party's adjustment to be proportional to its share of the Percentage Interests specified for all such executing parties) for the purpose of allocating among such executing parties the percentages and amounts of any entity designated as a party which has not executed this Agreement by January 31, 2000. An entity designated as a party which has not signed this Agreement by January 31, 2000 may thereafter apply to become a Member of the corporation as provided in the Charter Documents.

b. This Agreement shall remain in full force and effect until such time as the corporation dissolves and is wound up pursuant to the Charter Documents and applicable law, provided that any Member may withdraw from this Agreement at any time by complying with the provisions of the Charter Documents with regard to withdrawal.

7. TERMINATION; DISPOSITION OF PROPERTY. This Agreement may not be terminated except as provided in Section 6 above. This Agreement shall terminate with respect to any Member upon termination of that Member's membership in the corporation in accordance with and subject to the applicable provisions of the Charter Documents. Distributions of property of the corporation to Members prior to dissolution and winding up of the corporation

shall be made in accordance with the applicable provisions of the Charter Documents and applicable law. Upon dissolution and winding up of the corporation, and termination of this Agreement with respect to all the parties, any property of the corporation remaining after satisfaction of the requirements of applicable law, shall be distributed to the Members in accordance with the provisions of the Charter Documents. Notwithstanding any other provision of this Agreement, no part of the earnings of this corporation may accrue to the benefit of any private person or corporation, but only to the Members.

8. MODIFICATION. This Agreement may only be modified or amended by written amendment and modification approved by each of the parties.

9. DISPUTE RESOLUTION; ATTORNEYS' FEES AND COSTS. The parties shall execute their rights and discharge their duties as set forth in this Agreement in good faith with the objective of acting to achieve the efficient and cost-effective operation of the network. The parties shall attempt to resolve any disputes arising from the terms of this Agreement. In the event of a dispute, the parties' designees shall consult and exercise reasonable efforts to arrive at an amicable resolution of the dispute. Failing that, in any suit, action or other proceeding at law or in equity to interpret, enforce, or implement any of the terms, covenants, or conditions of this Agreement, the party prevailing in such suit, action or proceeding shall be paid all of its reasonable attorneys' fees and costs, including on any appeal, by the losing party or parties. If there is no prevailing party, the parties to the dispute shall each bear their own attorneys' fees and costs.

10. PRIOR AGREEMENTS. This document embodies the entire Agreement among the Members. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either verbal or written, among the Members relating to the subject matter of this Agreement.

11. SEVERABILITY. If a provision of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

12. COUNTERPARTS. For the convenience of the Members this Agreement may be executed in counterparts, and each shall be considered an original when the signature of each party has been obtained.

13. GOVERNING LAW. This Agreement shall be governed and interpreted under the laws of the State of Washington.

14. JURISDICTION, VENUE. The parties consent to the personal jurisdiction of the courts of the State of Washington with respect to any lawsuit to interpret or enforce this Agreement. The venue of any such lawsuit shall be King County, Washington unless otherwise agreed by the parties.

IN WITNESS WHEREOF the Members hereto have executed this Agreement on the date noted adjacent to the signatures hereto.

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON
COUNTY

By James W Sanders
Manager

Date: January 24, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN
COUNTY

By _____
Manager/Chief Executive Officer

Date: January __, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM
COUNTY

By _____
Manager

Date: January __, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS
COUNTY

By _____
Manager

Date: January __, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF FERRY
COUNTY

By _____
Manager

Date: January __, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN
COUNTY

By _____
Manager

Date: January __, 2000

PUBLIC UTILITY DISTRICT NO. 2 OF GRANT
COUNTY

By _____
Manager

Date: January __, 2000

IN WITNESS WHEREOF the Members hereto have executed this Agreement on the date noted adjacent to the signatures hereto.

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN
COUNTY

Date: January __, 2000

By  _____
Manager/Chief Executive Officer

PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF FERRY
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 2 OF GRANT
COUNTY

Date: January __, 2000

By _____
Manager

IN WITNESS WHEREOF the Members hereto have executed this Agreement on the date noted adjacent to the signatures hereto.

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN
COUNTY

Date: January __, 2000

By _____
Manager/Chief Executive Officer

PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM
COUNTY

Date: January 19, 2000

By Michael McInnes
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF FERRY
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 2 OF GRANT
COUNTY

Date: January __, 2000

By _____
Manager

IN WITNESS WHEREOF the Members hereto have executed this Agreement on the date noted adjacent to the signatures hereto.

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN
COUNTY

Date: January __, 2000

By _____
Manager/Chief Executive Officer

PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS
COUNTY

Date: January 11, 2000

By W C Cobbin
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF FERRY
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 2 OF GRANT
COUNTY

Date: January __, 2000

By _____
Manager

IN WITNESS WHEREOF the Members hereto have executed this Agreement on the date noted adjacent to the signatures hereto.

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN
COUNTY

Date: January __, 2000

By _____
Manager/Chief Executive Officer

PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF FERRY
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN
COUNTY

Date: January 28, 2000

By  _____
Manager

PUBLIC UTILITY DISTRICT NO. 2 OF GRANT
COUNTY

Date: January __, 2000

By _____
Manager

IN WITNESS WHEREOF the Members hereto have executed this Agreement on the date noted adjacent to the signatures hereto.

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN
COUNTY

Date: January __, 2000

By _____
Manager/Chief Executive Officer

PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF FERRY
COUNTY

Date: January __, 2000

By _____
Manager

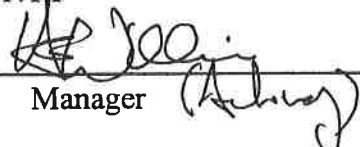
PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 2 OF GRANT
COUNTY

Date: January 31, 2000

By  _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF KITTITAS
COUNTY

By George F. Harmon
Manager

Date: January 31, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS
COUNTY

By _____
Manager

Date: January __, 2000

PUBLIC UTILITY DISTRICT NO. 3 OF MASON
COUNTY

By _____
Manager

Date: January __, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN
COUNTY

By _____
Manager

Date: January __, 2000

PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC
COUNTY

By _____
Manager

Date: January __, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA
COUNTY

By _____
Manager

Date: January __, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM
COUNTY

By _____
Manager

Date: January __, 2000

ENERGY NORTHWEST

By _____
Chief Executive Officer

Date: January __, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF KITTITAS
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS
COUNTY

Date: January 24, 2000

By *Daniel J. Muller*
Manager

PUBLIC UTILITY DISTRICT NO. 3 OF MASON
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM
COUNTY

Date: January __, 2000

By _____
Manager

ENERGY NORTHWEST

Date: January __, 2000

By _____
Chief Executive Officer

PUBLIC UTILITY DISTRICT NO. 1 OF KITTITAS
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 3 OF MASON
COUNTY

Date: January 26, 2000

By Edwin E. Blakemore
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM
COUNTY

Date: January __, 2000

By _____
Manager

ENERGY NORTHWEST

Date: January __, 2000

By _____
Chief Executive Officer

PUBLIC UTILITY DISTRICT NO. 1 OF KITTITAS
COUNTY

By _____
Manager

Date: January ____, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS
COUNTY

By _____
Manager

Date: January ____, 2000

PUBLIC UTILITY DISTRICT NO. 3 OF MASON
COUNTY

By _____
Manager

Date: January ____, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN
COUNTY

By *Harold Warner*
Manager

Date: January 15, 2000

PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC
COUNTY

By _____
Manager

Date: January ____, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA
COUNTY

By _____
Manager

Date: January ____, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM
COUNTY

By _____
Manager

Date: January ____, 2000

ENERGY NORTHWEST

By _____
Chief Executive Officer

Date: January ____, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF KITTITAS
COUNTY

Date: January ___, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS
COUNTY

Date: January ___, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 3 OF MASON
COUNTY

Date: January ___, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN
COUNTY

Date: January ___, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC
COUNTY

Date: January 21, 2000

By *Douglas L. Miller*
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA
COUNTY

Date: January ___, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM
COUNTY

Date: January ___, 2000

By _____
Manager

ENERGY NORTHWEST

Date: January ___, 2000

By _____
Chief Executive Officer

PUBLIC UTILITY DISTRICT NO. 1 OF KITTITAS
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 3 OF MASON
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN
COUNTY

Date: January __, 2000

By _____
Manager


PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA
COUNTY

Date: January 18, 2000

By  _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM
COUNTY

Date: January __, 2000

By _____
Manager

ENERGY NORTHWEST

By _____
Chief Executive Officer

Date: January __, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF KITTITAS
COUNTY

By _____
Manager

Date: January ___, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS
COUNTY

By _____
Manager

Date: January ___, 2000

PUBLIC UTILITY DISTRICT NO. 3 OF MASON
COUNTY

By _____
Manager

Date: January ___, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN
COUNTY

By _____
Manager

Date: January ___, 2000

PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC
COUNTY

By _____
Manager

Date: January ___, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA
COUNTY

By _____
Manager

Date: January ___, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM
COUNTY

By Tom Ardum
Manager

Date: January 25, 2000

ENERGY NORTHWEST

By _____
Chief Executive Officer

Date: January ___, 2000

PUBLIC UTILITY DISTRICT NO. 1 OF KITTITAS
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 3 OF MASON
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA
COUNTY

Date: January __, 2000

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM
COUNTY

Date: January __, 2000

By _____
Manager

ENERGY NORTHWEST

By  _____
Chief Executive Officer

Date: January 27, 2000

**ENDORSEMENT TO
INTERLOCAL COOPERATION AGREEMENT
NORTHWEST OPEN ACCESS NETWORK**

During January 2000, certain entities entered into a Interlocal Cooperation Agreement (the "Agreement") pursuant to the provisions of RCW 39.34.030. A copy of the Agreement (with all attachments thereto) is attached hereto, which identifies the entities that entered into the Agreement at that time.

Capitalized terms that are used herein, and the term "corporation," shall have the same meanings given them in the Agreement.

Pursuant to the provisions of the Charter Documents, the undersigned have been approved as new Members of the corporation. One condition to admission as a Member is the execution of a counterpart of the Agreement.

Now, therefore, in consideration of its admission as a Member of the corporation and other valuable consideration, receipt of which is hereby acknowledged, each of the undersigned hereby agrees as follows:

1. REPRESENTATIONS AND WARRANTIES.

Each of the undersigned hereby represents and warrants to the corporation and each of its Members that (a) it is fully familiar with the terms and provisions of the Agreement and the Charter Documents, and (b) its admission to membership and the execution and delivery of this Endorsement on its behalf by the undersigned representative thereof have been duly authorized by its Board of Commissioners.

2. AGREEMENT.

Each of the undersigned hereby agrees to be bound by all of the terms and conditions of the Agreement, and by signing this Endorsement agrees that immediately upon issuance of a Membership Certificate to it, it shall be a Member of the corporation, subject to all of the provisions of the Charter Documents, as amended to date, which amendments are attached hereto. The District acknowledges that the percentage interests of Members reflected in certain of the above-referenced documents are based upon potential admission of four new Members, and that if fewer than all four actually become Members, the percentage interest of any of the four prospective new Members not becoming a Member will be reallocated proportionally among all other Members, including the District and any other new Members.



PUD #1 KITSAP COUNTY

RESOL \$72.00

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Kitsap Co, WA

3. RECORDING.

Each of the undersigned covenants that it will record an original counterpart of this Endorsement (with attachments) in the office of the Auditor of the county in which its principal office is located.

4. COUNTERPART SIGNATURES.

This Endorsement may be executed in counterparts and each such counterpart shall for all purposes be deemed to be an original and together shall constitute but one and the same instrument.

IN WITNESS WHEREOF the undersigned have executed this Endorsement on the dates noted adjacent to the signatures hereto.

PUBLIC UTILITY DISTRICT NO. 1
OF JEFFERSON COUNTY

By _____
Manager

Date: May ____, 2000

PUBLIC UTILITY DISTRICT NO. 1
OF KITSAP COUNTY

By *Don R. Libby*
Manager

Date: May 23, 2000

PUBLIC UTILITY DISTRICT NO. 1
OF KLIKITAT COUNTY

By _____
Manager

Date: May ____, 2000

PUBLIC UTILITY DISTRICT NO. 1
OF PEND OREILLE COUNTY

By _____
Manager

Date: May ____, 2000



3. RECORDING.

Each of the undersigned covenants that it will record an original counterpart of this Endorsement (with attachments) in the office of the Auditor of the county in which its principal office is located.

4. COUNTERPART SIGNATURES.

This Endorsement may be executed in counterparts and each such counterpart shall for all purposes be deemed to be an original and together shall constitute but one and the same instrument.

IN WITNESS WHEREOF the undersigned have executed this Endorsement on the dates noted adjacent to the signatures hereto.

PUBLIC UTILITY DISTRICT NO. 1
OF JEFFERSON COUNTY

By _____
Manager

Date: May ____, 2000

PUBLIC UTILITY DISTRICT NO. 1
OF KITSAP COUNTY

By _____
Manager

Date: May ____, 2000

PUBLIC UTILITY DISTRICT NO. 1
OF KLICKITAT COUNTY

By _____
Manager

Date: May ____, 2000

PUBLIC UTILITY DISTRICT NO. 1
OF PEND OREILLE COUNTY

By *Samy Lelis*
Manager

Date: May 11, 2000

3. RECORDING.

Each of the undersigned covenants that it will record an original counterpart of this Endorsement (with attachments) in the office of the Auditor of the county in which its principal office is located.

4. COUNTERPART SIGNATURES.

This Endorsement may be executed in counterparts and each such counterpart shall for all purposes be deemed to be an original and together shall constitute but one and the same instrument.

IN WITNESS WHEREOF the undersigned have executed this Endorsement on the dates noted adjacent to the signatures hereto.

PUBLIC UTILITY DISTRICT NO. 1
OF JEFFERSON COUNTY

By [Signature]
Manager

Date: May 17th, 2000

PUBLIC UTILITY DISTRICT NO. 1
OF KITSAP COUNTY

By _____
Manager

Date: May ____, 2000

PUBLIC UTILITY DISTRICT NO. 1
OF KLIKITAT COUNTY

By _____
Manager

Date: May ____, 2000

PUBLIC UTILITY DISTRICT NO. 1
OF PEND OREILLE COUNTY

By _____
Manager

Date: May ____, 2000

NOT ORIGINAL SIGNATURES

**ENDORSEMENT TO
INTERLOCAL COOPERATION AGREEMENT
NORTHWEST OPEN ACCESS NETWORK**

During January 2000, certain entities entered into a Interlocal Cooperation Agreement (the "Agreement") pursuant to the provisions of RCW 39.34.030. A copy of the Agreement (with all attachments thereto) is attached hereto, which identifies the entities that entered into the Agreement at that time. Subsequently, Public Utility District Nos. 1 of Jefferson, Kitsap, and Pend Oreille Counties executed the necessary documents and were admitted as Members of the corporation.

Capitalized terms that are used herein, and the term "corporation," shall have the same meanings given them in the Agreement.

Pursuant to the provisions of the Charter Documents, the undersigned has been approved as a new Member of the corporation. One condition to admission as a Member is the execution of a counterpart of the Agreement.

Now, therefore, in consideration of its admission as a Member of the corporation and other valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agrees as follows:

1. REPRESENTATIONS AND WARRANTIES.

The undersigned hereby represents and warrants to the corporation and each of its Members that (a) it is fully familiar with the terms and provisions of the Agreement and the Charter Documents, and (b) its admission to membership and the execution and delivery of this Endorsement on its behalf by the undersigned representative thereof have been duly authorized by its Board of Commissioners.

2. AGREEMENT.

The undersigned hereby agrees to be bound by all of the terms and conditions of the Agreement, and by signing this Endorsement agrees that immediately upon issuance of a Membership Certificate to it, it shall be a Member of the corporation, subject to all of the provisions of the Charter Documents, as amended to date, which amendments are attached hereto.

3. RECORDING.

The undersigned covenants that it will record an original counterpart of this Endorsement (with attachments) in the office of the Auditor of the county in which its principal office is located.

IN WITNESS WHEREOF the undersigned has executed this Endorsement on the date noted adjacent to the signature hereto.

PUBLIC UTILITY DISTRICT NO. 1
OF GRAYS HARBOR COUNTY

By *Richard D. Lovy*
General Manager

Date: December 18, 2000



Exhibit 2

RESOLUTION NO. M-00021

A RESOLUTION OF THE MEMBERS OF NORTHWEST OPEN ACCESS NETWORK APPROVING THE ADMISSION OF BROADLINC AS A MEMBER OF NORTHWEST OPEN ACCESS NETWORK.

RECITALS:

1. The Board of Directors (the “Board”) of Northwest Open Access Network (“NoaNet”) considered the desirability of admitting new Members and proposed amendments to the Bylaws, Articles of Incorporation, and NoaNet’s formative Interlocal Cooperation Agreement to expand membership eligibility;

2. On August 13, 2025, the Board unanimously approved Board of Director’s Resolution No. 231 to recommend Member approval of the Amendments;

3. On even date with this resolution, the Members approved Member Resolution M-00020 approving the Amendments, and agreeing to execute an Amendment to the Interlocal Cooperation Agreement;

4. The Spokane Regional Broadband Development Authority (“Broadline”) has requested admission as a Member of NoaNet;

5. On August 13, 2025, the Board unanimously approved Board of Director’s Resolution No. 232 to recommend Member approval of the admission of Broadline as a Member of NoaNet.

6. Article IV, Section A of the Articles of Incorporation and Article II, Section 2 of the Bylaws provide that entities desiring to become Members of NoaNet must be elected to membership by a two-thirds vote of all Members (not merely a quorum thereof), and Article II, Section 2 of the Bylaws further provides that such entities must qualify for membership in accordance with the provisions of NoaNet’s Articles of Incorporation;

7. Article IV, Section A of the Articles of Incorporation as amended provides certain public agency eligibility requirements for an entity to be considered for membership in NoaNet, which eligibility requirements Broadline satisfies;

8. Article II, Section 2 of the Bylaws further provides that admission of a new Member is not complete until the local filing of documentation binding the new Member to the terms and conditions of the Interlocal Cooperation Agreement executed by NoaNet Members;

9. A document entitled “Endorsement to Interlocal Cooperation Agreement / Northwest Open Access Network” (the “Endorsement”) has been prepared to memorialize Broadline becoming bound to the terms and conditions of the Interlocal Cooperation Agreement, which is attached as Exhibit A to this resolution; and

10. It is in the best interests of NoaNet and the Members that, subject to the satisfaction of conditions to Broadline's admission stated below, Broadline be admitted as a Member of NoaNet.

NOW, THEREFORE, BE IT RESOLVED by the Members of NoaNet as follows:

- 1) The Members approve and admit Broadline as a Member of NoaNet, subject to timely satisfaction of the following conditions:
 - a. The Bylaws and Articles of Incorporation are amended as approved in Member Resolution M-00020;
 - b. The Members each execute and file the Amendment to Interlocal Cooperation Agreement in compliance with RCW 39.34.040;
 - c. Broadline executes and delivers the Endorsement in substantially the form attached as Exhibit A;
 - d. Broadline files the executed Endorsement, with all attachments, with the Spokane County Auditor;
 - e. Broadline provides NoaNet with a written verification of the filing of the executed Endorsement; and
 - f. Broadline provides NoaNet of a copy of the executed resolution of the Governing Board of Broadline authorizing its becoming a member of NoaNet.
- 2) Broadline shall not be considered a Member of NoaNet unless and until all conditions to membership stated in Section 1, subsections (a) through (f) above are completed.
- 3) Approval of the admission of Broadline shall be revoked and Broadline shall not be a Member of NoaNet unless Broadline satisfies the conditions to membership stated in Section 1, subsections (c) through (f) above, within 45 days of NoaNet and the Members satisfying the conditions stated in Section 1, subsections (a) and (b).
- 4) Upon satisfaction of all conditions noted above, the Secretary is authority to amend Schedule A of the Bylaws to reflect the admission of Broadline as a Member.

Approved and adopted this _____ day of September, 2025.

Ron Gadeberg
President of the Board

Attest:

Chris Folta
Secretary of the Board

Exhibit A

ENDORSEMENT TO INTERLOCAL COOPERATION AGREEMENT NORTHWEST OPEN ACCESS NETWORK

During January 2000, certain entities entered into an Interlocal Cooperation Agreement (the “Agreement”) pursuant to the provisions of RCW 39.34.030 to form Northwest Open Access Network (“NoaNet”), a Washington nonprofit mutual corporation. Subsequently, Public Utility District Nos. 1 of Jefferson, Kitsap, and Pend Oreille Counties executed the necessary documents and were admitted as Members of the corporation. On September ____, 2025, the current Members of NoaNet voted to amend the Agreement by executing an Amendment to Interlocal Cooperation Agreement. A copy of the Amendment to Interlocal Cooperation Agreement (with the original Agreement attached thereto), is attached hereto as Exhibit 1.

Capitalized terms that are used herein, and the term “corporation,” shall have the same meanings given them in the Agreement.

Pursuant to the provisions of the Charter Documents, the undersigned has been approved as a new Member of the corporation. One condition to admission as a Member is the execution of a counterpart of the Agreement.

Now, therefore, in consideration of its admission as a Member of the corporation and other valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agrees as follows:

1. REPRESENTATIONS AND WARRANTIES.

The undersigned hereby represents and warrants to the corporation and each of its Members that (a) it is fully familiar with the terms and provisions of the Agreements and the Charter Documents, as amended, and (b) its admission to membership and the execution and delivery of this Endorsement on its behalf by the undersigned representative thereof have been duly authorized by its Governing Board.

2. AGREEMENT.

The undersigned hereby agrees to be bound by all of the terms and conditions of the Agreement, as amended, and by signing this Endorsement agrees that it shall be a Member of the corporation, subject to all of the provisions of the Charter Documents, as amended, which are

attached hereto as Exhibit 2 (Bylaws), Exhibit 3 (Restated Articles of Incorporation), and Exhibit 4 (Article of Amendment).

3. RECORDING.

The undersigned covenants that it will record an original counterpart of this Endorsement (with attachments) in the office of the Auditor of the county in which its principal office is located.

IN WITNESS WHEREOF the undersigned has executed this Endorsement on the date noted adjacent to the signature hereto.

THE SPOKANE REGIONAL BROADBAND
DEVELOPMENT AUTHORITY

By _____
General Manager

Date: _____

Exhibit 1

[Amendment to Interlocal Cooperation Agreement]

Exhibit 2

[Bylaws]

Exhibit 3

[Restated Articles of Incorporation]

Exhibit 4

[Article of Amendment]