

RESOLUTION 2026-PP

**A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NUMBER ONE TO THE
POWER SALES AGREEMENT WITH BONNEVILLE POWER ADMINISTRATION**

WHEREAS, the Town of Eatonville (“Town”) receives its power supply from Bonneville Power Administration (“BPA”), and

WHEREAS, the Town’s current power sales agreement with BPA, Contract 09PB-13036, continues through September 30, 2028, all obligations and liabilities accrued under this contract are preserved until satisfied; and

WHEREAS, the Town and BPA executed an updated Power Sales Agreement (“Agreement”) on October 27th, 2025, providing for the purchase of the Load Following product for the power delivery period of October 1, 2028 through September 30, 2044; and

WHEREAS, the Town and BPA wish to amend the agreement to add Resource Support Services (“RSS”) and update the RSS provisions in Section 3 of Exhibit J of the Agreement; now, therefore,

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:**

THAT: The Mayor is authorized to execute on behalf of the Town of Eatonville Amendment Number 1 to the Power Sales Agreement with Bonneville Power Administration, attached hereto as Exhibit A.

PASSED by the Town Council of the Town of Eatonville and attested by the Town Clerk in authentication of such passage this 28th day of September 2026.

Emily McFadden, Mayor

ATTEST:

Miranda Doll, Town Clerk

RESOLUTION 2026-PP

Amendment No. 1
Contract No. 26PS-25026

AMENDMENT
executed by the
BONNEVILLE POWER ADMINISTRATION
and
TOWN OF EATONVILLE

This AMENDMENT to the Power Sales Agreement Contract No. 26PS-25026 (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA) and TOWN OF EATONVILLE (Eatonville).

This Amendment No. 1 (Amendment) adds Resource Support Services (RSS) definitions and modifies Exhibit J to revise the RSS provisions.

BPA and Eatonville agree:

1. EFFECTIVE DATE

This Amendment shall take effect on July 31, 2026.

2. AMENDMENTS TO BODY OF AGREEMENT

BPA and Eatonville wish to amend the Agreement as follows:

Section 2, Definitions

(a) Definitions to be Added

The following definitions shall be added. The rest of the definitions in section 2 shall be renumbered to accommodate the definitions being added:

“2.12 “Capacity Service” means a service that provides an agreed-to amount of capacity to support a qualifying resource.”

“2.41 “Forced Outage” means (1) the removal from service availability of a generating unit, transmission line, or other facility for emergency reasons, or (2) the condition in which the equipment is unavailable due to unanticipated failure.”

“2.42 “Forced Outage Reserve Service” or “FORS” means a service that provides an agreed-to amount of capacity and energy to load during the Forced Outages and other contractually defined events of a qualifying resource.”

“2.69 “Other Support Services” or “OSS” means services that may include but are not limited to scheduling services, curtailment management services, and/or market integration related services and priced in a 7(i) Process consistent with chapter 6 of the PRDM.”

“2.90 “RSS Energy Settlement” means a service that applies energy charges or credits to generation amounts that vary from a qualifying resource’s Exhibit A amounts.”

(b) **Definitions to be Replaced**

The following definition in section 2, as renumbered, shall be deleted and replaced:

“2.15 “Consumer-Owned Resource” means a Generating Resource connected to Eatonville’s distribution system (regardless of voltage) from which the output is owned by a retail consumer, has a nameplate capability greater than 1.000 megawatt, is operated to serve load, and is not operated occasionally or intermittently as a back-up energy source at times of maintenance or Forced Outage. Consumer-Owned Resource does not include a resource where the owner of the resource is a retail consumer that exists solely for the purpose of selling wholesale power and for which Eatonville only provides incidental station service energy for local use at the retail consumer’s generating plant for uses such as lighting, heat and the operation of auxiliary equipment.”

3. EXHIBIT REVISIONS

Exhibit J shall be revised and replaced with the attached Revision No. 1 to Exhibit J.

4. **SIGNATURES**

This Amendment may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Amendment as of the last date indicated below.

TOWN OF EATONVILLE

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By _____

By _____

Name Emily McFadden
(Print/Type)

Name Greg Huebner
(Print/Type)

Title Mayor

Title Account Executive

Date _____

Date _____

(PSW/POC/Eatonville_25026/AMNDS/Eatonville_25026_Amendment1_20260730_final.docx) 07/30/2026

Revision No. 1, Exhibit J
SUPPORT SERVICES; ADDITIONAL RESOURCE AND ENERGY STORAGE
DEVICE REQUIREMENTS
Effective July 31, 2026

This revision updates section 3, Resource Support Services.

Elected Services by Resource					Resource Services and Requirements	
Resource Name	TSS Election		Applied to Tier 1 Allowance Amount	RSS Elections	Requires E-Tag	Flexible Resource Requirements
	TSS-Full	TSS-Partial				

2. TIER 1 ALLOWANCE AMOUNT

Eatonville's total amount of Specified Resources that are applied to the Tier 1 Allowance Amount, as identified in section 2.1 of Exhibit A, are stated below. BPA shall calculate the Tier 1 Allowance Amount limit in accordance with section 3.5.2 of the body of this Agreement. If Eatonville's CHWM changes, then BPA shall revise the Tier 1 Allowance Amount and Tier 1 Allowance Amount limit in the table below in accordance with section 3.5.2 of the body of this Agreement.

Tier 1 Allowance Amount (MW)	Tier 1 Allowance Amount Limit (MW)

3. RESOURCE SUPPORT SERVICES

3.1 BPA shall develop Support Services consisting of Resource Support Services (RSS) and Other Support Services (OSS) to support eligible Specified Resources listed in section 2 of Exhibit A.

3.2 RSS Purchase Elections

3.2.1 If Eatonville adds a New Resource that is a Specified Resource to meet its obligations to serve Above-CHWM Load, consistent with section 3.5.1 of the body of this Agreement, then Eatonville may purchase RSS or a combination of RSS and OSS from BPA to support such New Resource. The RSS purchase election shall match the New Resource duration identified in Exhibit A. Eatonville's RSS purchase election for each New Resource shall apply for the entire applicable Fiscal Year, including any months in such Fiscal Year where the Specified Resource does not have an Exhibit A amount or the amount is zero.

BPA shall revise Exhibit J by March 31 following Eatonville's New Resource designation and RSS purchase election consistent with section 3.5.1 of the body of this Agreement. The Exhibit J revision shall

include the standard RSS contract provisions applicable to Eatonville's RSS purchase election for each New Resource.

- 3.2.2 If Eatonville did not elect to purchase RSS for a New Resource at the time the resource is added to Exhibit A, then such resource shall not be eligible for RSS for the two Rate Periods immediately following the addition of the resource to Exhibit A. Eatonville may elect to purchase RSS for such resource by providing written notice to BPA consistent with the notice deadlines specified in the table below:

RSS Effective Start Date	Required Notice Deadline
Start of BP-33 October 1, 2032	July 31, 2031
Start of BP-35 October 1, 2034	July 31, 2033
Start of BP-37 October 1, 2036	July 31, 2035
Start of BP-39 October 1, 2038	July 31, 2037
Start of BP-41 October 1, 2040	July 31, 2039
Start of BP-43 October 1, 2042	July 31, 2041

3.2.3 **Transfer Service Requirements for RSS**

Notwithstanding section 3 of this Exhibit J, BPA will have no obligation to provide RSS for a Specified Resource identified in section 2 of Exhibit A if (1) Eatonville intends to serve Total Retail Load on its Transfer Service POD(s) with the Specified Resource, and (2) the Specified Resource is not identified in section 7 of Exhibit J. BPA shall determine whether to unilaterally remove the Exhibit J RSS purchase election for a Specified Resource if such resource is not identified in section 7 of Exhibit J.

3.3 **Advance Notice to Terminate RSS Purchase Election**

Eatonville may request to terminate an RSS purchase election for a Specified Resource by providing written notice to BPA consistent with the notice deadlines specified in the table below:

RSS Effective End Date	Required Notice Deadline
End of BP-31 September 30, 2032	July 31, 2029
End of BP-33 September 30, 2034	July 31, 2031
End of BP-35 September 30, 2036	July 31, 2033
End of BP-37 September 30, 2038	July 31, 2035
End of BP-39 September 30, 2040	July 31, 2037
End of BP-41 September 30, 2042	July 31, 2039

If BPA approves Eatonville's request to terminate its RSS purchase election, then Eatonville shall pay any charges that BPA determines are applicable as a result of the termination under this section 3.3. BPA shall calculate and Eatonville shall pay such charges pursuant to the applicable Power Rate Schedules and GRSPs. If an RSS purchase election for a Specified Resource is terminated, Eatonville may not purchase RSS for such resource for the two Rate Periods immediately following such termination.

3.4 **Capacity Service**
Eatonville is not purchasing Capacity Service.

3.5 **Forced Outage Reserve Service (FORS)**
Eatonville is not purchasing FORS.

3.6 **RSS Energy Settlement**
Eatonville is not purchasing RSS Energy Settlement.

4. **EXISTING DISPATCHABLE RESOURCE CAPACITY SHAPING REQUIREMENTS**
Eatonville does not have any Existing Resources that are Dispatchable Resources.

5. **RESOURCE ADEQUACY REQUIREMENTS AND SUBMITTALS**
BPA acknowledges that the resource adequacy compliance requirements in this section 5 of Exhibit J are evolving. Accordingly, if future requirements change such that the intent of this section 5 is not being met, then BPA agrees to discuss such situations with customers and develop revisions to this section 5. In accordance with sections 17 and 22 of the body of the Agreement, the following shall apply.

5.1 **Resource Adequacy Submittals for Dedicated Resources and Consumer-Owned Resources Serving On-Site Consumer Load**

5.1.1 For all Eatonville's Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load, Eatonville shall submit to BPA the QCC values and JCAF(s) for the Generating Resource(s) Eatonville will provide to meet its Dedicated Resource and Consumer-Owned Resource serving On-Site Consumer Load amounts for any Fiscal Year as follows.

For the winter WRAP season shown in the table below, such submittal shall be by November 1 prior to the Fiscal Year in which Eatonville has a Dedicated Resource or Consumer-Owned Resource serving On-Site Consumer Load amount.

For the summer WRAP season shown in the table below, such submittal shall be by June 1 prior to the Fiscal Year in which Eatonville has a Dedicated Resource or Consumer-Owned Resource serving On-Site Consumer Load amount.

WRAP Seasons	
Summer	June - September
Winter	November – March

5.1.2 Beginning October 1 immediately preceding the start of the winter season in which Eatonville has a Dedicated Resource or Consumer-Owned Resource serving On-Site Consumer Load amount, and beginning May 1 immediately preceding the start of the summer season

in which Eatonville has a Dedicated Resources or Consumer-Owned Resource serving On-Site Consumer Load amount, Eatonville shall submit a generation schedule for such Generating Resource(s), in hourly amounts, no later than one month in advance of each operating day. Such generation schedule can be for each hour of the entire WRAP summer or winter season or for each hour of each individual future day of the season.

- 5.1.3 On each preschedule day of the applicable WRAP season, Eatonville shall submit a generation schedule for the Generating Resource(s) Eatonville will provide to meet its Dedicated Resource and Consumer-Owned Resource serving On-Site Consumer Load amounts, as applicable, in hourly amounts for the day of delivery.
- 5.1.4 If BPA determines that Eatonville does not need to provide certain information required in sections 5.1.1, 5.1.2, and 5.1.3 above, then BPA shall revise the table below to list any resources and information that Eatonville does not need to provide.

Resource Name	Resource and Information Exemptions

5.2 Resource Adequacy Services

Unless a self-supply option is available and elected by Eatonville, Eatonville shall purchase Support Services for the following resources for resource adequacy planning purposes: (1) New Resource amounts serving Above-CHWM Load and (2) Consumer-Owned Resources serving On-Site Consumer Load except for those listed in section 7.4 of Exhibit A, in accordance with the applicable Power Rate Schedules and GRSPs.

Eatonville shall be responsible for any resource adequacy-related planning obligations for any Planned NLSL or NLSL served by Dedicated Resource amounts or Consumer-Owned Resources listed in section 7.4 of Exhibit A.

5.3 WRAP Load Exclusions

- 5.3.1 By July 31, 2027, and by July 31 of each Forecast Year thereafter, Eatonville may request that BPA allow a load exclusion. Upon receipt of such request, BPA will analyze Eatonville's request, including impacts to BPA's ability to maintain resource adequacy and reliability, and any potential cost shifts to BPA and other BPA customers. In its sole discretion, BPA may: (1) allow a requested load exclusion, (2) allow a requested load exclusion subject to conditions designed to offset any negative impacts the requested load exclusion may have on the reliability of the power system or to share costs; or (3) decline a requested load exclusion.

By October 15 of the Rate Case Year following the request, BPA shall provide Eatonville notice of its decision regarding the requested load exclusion, including a summary of its analysis and any conditions. By January 31 of that Rate Case Year, the Parties shall revise section 5.3.2 of this exhibit to state the terms and conditions of any allowed load exclusion. Such load exclusions will be effective on October 1 following the Exhibit J revision and shall remain in effect for the duration of that Rate Period. If the Parties do not revise Exhibit J pursuant to this section by January 31 of the applicable Rate Case Year, then BPA shall not allow the requested load exclusion for the upcoming Rate Period.

5.3.2 Eatonville does not have a WRAP load exclusion at this time.

5.4 Submittal Method

No later than October 1, 2027, and in accordance with section 22.1.1 of the body of this Agreement, BPA shall update this section 5.4, and section 2 of Exhibit I as applicable, with BPA's preferred mode of communication for WRAP-related information.

5.5 Pass-through Charges

Pursuant to section 22.2 of the body of this Agreement, BPA shall pass through WRAP charges to Eatonville in instances where the charge is related to one or more of the following: (1) non-performance of Eatonville's resource as planned; (2) failure to meet the requirements of sections 5.1.1, 5.1.2, 5.1.3 and 5.2 above.

If BPA finds that only a portion of such WRAP charge is related to one of the conditions above, then BPA shall pass through only the portion related to such conditions. BPA shall not pass through charges that are related to the failure of BPA-provided Support Services.

For any single instance of a pass-through charge for WRAP, BPA shall waive a related charge that BPA determines to be duplicative to other charges assessed.

6. ENERGY STORAGE DEVICES

The data included in this section 6 is intended for informational purposes.

6.1 Definitions

For purposes of this section 6, the following terms shall have the meaning as defined.

6.1.1 "Cycle" means an Energy Storage Device has discharged an amount of energy equal to its maximum rated storage capacity and been recharged to 100 percent of that rated capacity.

6.1.2 "Cycles per Day" means the number of times, or fraction thereof, that an Energy Storage Device can complete a Charge Cycle within a normal 24-hour period.

- 6.1.3 “Hours of Maximum Discharge” means the number of hours, or fraction thereof, an Energy Storage Device can discharge at its Maximum Single Hour Discharge.
- 6.1.4 “Maximum Charge Rate” means the maximum rate at which an Energy Storage Device can be charged from either a full or partial discharge to either a higher level of charge or a full charge, in percentage of full charge per hour.
- 6.1.5 “Maximum Single Hour Discharge” means the maximum megawatt-hours that an Energy Storage Device is rated for discharge on a single hour.
- 6.1.6 “Round Trip Efficiency” means the percent of energy used in charging an Energy Storage Device that later can be discharged to the alternating current electrical system.
- 6.1.7 “Storage Capacity” means the megawatt-hours of energy an Energy Storage Device is designed and rated to be able to store and discharge to the alternating current electrical system on an ongoing basis.

6.2 Notice of Energy Storage Device Connection

Eatonville shall provide notice to BPA of its or its consumer’s intent to connect an Energy Storage Device to Eatonville’s distribution system. Such notice shall be provided no fewer than 30 calendar days prior to the Energy Storage Device connection and shall include the information specified in section 6.3.1.3 below. BPA will populate the table in section 6.3.1.3 within 60 calendar days of receiving the notice.

6.3 List of Eatonville and Consumer-Owned Energy Storage Devices

Eatonville does not have any Energy Storage Devices at this time.

7. NON-FEDERAL NETWORK RESOURCE INFORMATION FOR TRANSFER SERVICE

Eatonville does not have any non-federal Network Resources at this time.

8. REVISIONS

BPA shall unilaterally revise this exhibit to reflect: (1) Eatonville’s resource elections and requirements in section 1 of this exhibit; (2) Eatonville’s Tier 1 Allowance Amount in section 2 of this exhibit; (3) resource adequacy requirements in section 5 of this exhibit; and (4) updates or additions to Energy Storage Devices in section 6 of this exhibit. Additionally, BPA shall unilaterally revise section 3, Resource Support Services, of this exhibit to implement an established BPA rate for such products or services.

All other changes to this Exhibit J will be made by mutual agreement of the Parties.