

**SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT
BOARD OF COMMISSIONERS REGULAR MEETING
Everett Headquarters Building, 2320 California Street
Zoom Online Platform Option Available**

June 21, 2022

CONVENE REGULAR MEETING – 9:00 a.m. – Commission Meeting Room

Virtual Meeting Participation Information

Join Zoom Meeting:

- Use link
- <https://us06web.zoom.us/j/84151506719?pwd=QlcxWTF0S3JUa2Z3ZkdIYTFTZmVqZz09>
- Dial in: (253) 215-8782
- Meeting ID: 841 5150 6719
- Passcode: 312794

1. CEO/GENERAL MANAGER BRIEFING AND STUDY SESSION

- A. Updates
 - 1. [Legislative](#)
 - 2. Other
- B. [2022 Electric System Bond Issuance Update](#)
- C. [Connect Up Program - Commission Quarterly Update](#)

EXECUTIVE SESSION – Recess into Executive Session to Discuss Current or Potential Litigation – Training Center Room 1

RECONVENE REGULAR MEETING -1:30 p.m. - Commission Meeting Room/Virtual Meeting Participation

2. COMMENTS FROM THE PUBLIC

Virtual Participation Information:

If you are attending the meeting virtually (using the link or number provided above) please indicate that you would like to speak by clicking “raise hand” and the Board President will call on attendees to speak at the appropriate time. If you are joining by phone, dial *9 to “raise hand.”

3. CONSENT AGENDA

- A. [Approval of Minutes for the Regular Meeting of June 7, 2022](#)
- B. [Consideration of Certification/Ratification and Approval of District Checks and Vouchers](#)

Continued →

4. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. [Consideration of a Resolution Authorizing the CEO/General Manager or His Designee to Execute an Amended and Restated North Mountain Substation Operation and Maintenance Agreement Between the District and the City of Seattle, City Light Department](#)
- B. [Consideration of a Resolution Ratifying a Communication Site Lease with Pinnacle Towers, LLC., and a 2021 Amendment of Said Lease, and Authorizing the Assistant General Manager, Distribution and Engineering Services, of Public Utility District No. 1 of Snohomish County to Execute a Second Amendment of Said Lease](#)
- C. [Consideration of a Resolution Authorizing the CEO/General Manager or Designee to Execute an Interagency Agreement for a Clean Energy Fund \(CEF\) 4 Grant with the Washington State Department of Commerce for Tulalip Tribes – Critical Facility Microgrid Administrative Building and Tribal Gathering Hall](#)

5. CEO/GENERAL MANAGER REPORT

6. COMMISSION BUSINESS

- A. [Commission Reports](#)
- B. [Commissioner Event Calendar](#)

7. GOVERNANCE PLANNING

- A. [Governance Planning Calendar](#)

ADJOURNMENT

The next scheduled regular meeting is July 5, 2022

Agendas can be found in their entirety on the Snohomish County Public Utility District No. 1 web page at www.snopud.com. The public is invited to attend. Parking and meeting rooms are accessible for persons with disabilities. Contact the Commission Office at 425.783.8611 for special accommodations or additional information.



BUSINESS OF THE COMMISSION

Meeting Date: June 21, 2022

Agenda Item: 1

TITLE:

CEO/General Manager's Briefing and Study Session

SUBMITTED FOR: Briefing and Study Session

CEO/General Manager	John Haarlow	8473
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing:	<u>N/A</u>	
Estimated Expenditure:	<u></u>	Presentation Planned <input type="checkbox"/>

ACTION REQUIRED:

- | | | |
|--|-------------------------------------|--|
| <input checked="" type="checkbox"/> Decision Preparation | <input type="checkbox"/> Incidental | <input type="checkbox"/> Monitoring Report |
| <input type="checkbox"/> Policy Discussion | (Information) | |
| <input type="checkbox"/> Policy Decision | | |
| <input type="checkbox"/> Statutory | | |

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

Executive Limitations, EL-9, Communications and Support to the Board – the CEO/General Manager shall...marshal for the board as many...points of view, issues and options as needed for fully informed Board choices.

List Attachments:

CEO/General Manager's Briefing and Study Session attachments

State Government Relations Activity Report

STATE OVERVIEW

- The Washington State Employment Security Department released their [May 2022 monthly employment report](#).
- On June 14, the Washington State Economic and Revenue Forecast Council released an [economic and revenue update](#).

KEY HEARINGS/PRESS CONFERENCES/MEETINGS

- June 8 | Washington State Economic & Revenue Forecast Council – [Presentation of economic outlook and revenue collection](#)

INTERESTING READS

- Crosscut: [WA hired a climate epidemiologist – and not a moment too soon](#)
- Seattle Times: [Conflicts escalate amid surge in WA solar farm proposals](#)

Federal Government Relations Activity Report

FEDERAL OVERVIEW

- On June 6, the Biden administration announced they would not impose new tariffs on solar modules imported from four Southeast Asian countries for up to two years. The announcement comes as the Department of Commerce has been investigating whether solar imports from Cambodia, Malaysia, Thailand, and Vietnam have been circumventing U.S. duty rules on goods made in China.
- President Biden [announced](#) that he will use the Defense Production Act to accelerate the domestic production of solar panel parts like photovoltaic modules and module components; building insulation; [heat pumps](#), which heat and cool buildings super efficiently; equipment for making and using clean electricity-generated fuels (including electrolyzers, fuel cells, and related platinum group metals); and [critical power grid infrastructure like transformers](#). Of note, Secretary Granholm acknowledged that congressional funding will be needed to implement Biden's executive order.
- In October 2021, Senator Murray and Governor Inslee launched "a joint federal-state process to determine whether there are reasonable means for replacing the services and benefits provided by the lower Snake River dams, sufficient to support dam breaching as part of a salmon recovery strategy for the Snake River and the Pacific Northwest." This work was organized around six types of benefits currently provided by the lower Snake River Dams: navigation and transportation; agriculture and irrigation; energy; tourism and recreation; community resilience and economic health; and salmon recovery and habitat restoration. On June 9, Senator Murray and Governor Inslee released their [Lower Snake River Dam Replacement Benefit Draft Report](#), prepared by an outside consultant. The draft report is not final and "does not constitute a recommendation on whether the Lower Snake River Dams should be either breached or retained." The report will be available for review and public comment through July 11.
- In response to the release of the Lower Snake River Dam Replacement Benefit Draft Report Congresswoman McMorris Rogers, Congressman Newhouse and 8 Members of Congress [introduced legislation](#) to "protect the Four Lower Snake River Dams."
- The House of Representatives approved the [Water Resources Development Act of 2022](#). Of note, the bill includes language related to flood risk management after expiration of the flood control provisions of the Columbia River Treaty. The legislation now moves to the Senate for consideration.
- President Biden withdrew his nominee, Maria Robinson, to head the Department of Energy's Office of Electricity.

GOVERNMENT RELATIONS ACTIVITIES REPORT (6.6.22-6.17.22)

KEY HEARINGS

- June 7 | Secretary Janet Yellen [testified](#) before the Senate Finance Committee on President Biden's fiscal year 2023 budget proposal.
- June 8 | Senate Environment and Public Works Committee [hearing](#) on nominations of Annie Caputo and Bradley Crowell as commissioners for the Nuclear Regulatory Commission.
- June 14 | House Committee on Energy & Commerce [hearing](#) on data privacy and security legislation.
- June 14 | House Homeland Security Committee [hearing](#) on the Federal Emergency Management Agency's FY 23 budget request, with Administrator Deanne Criswell testifying and addressing questions on supply chain and cybersecurity.

INTERESTING READS

- IAPP: [US House committee showcases federal privacy momentum, opportunity](#)
- E&E News: [Biden moves aggressively on Solar. Will it work?](#)
- Utility Dive: [Proposed gas furnace efficiency rule expected to move 9% of customers toward electric heat: DOE](#)
- Seattle Times: [Removing Lower Snake River dams offers best chance for salmon recovery – at steep price, report says](#)
- Everett Herald: [Replacing benefits of Snake River dams would cost billions](#)
- U.S. Government Accountability Office: [GAO Designates Unemployment Insurance System as “High Risk”](#)
- Seattle Times: [Fed attacks inflation with its largest rate hike since 1994](#)

Local Government Relations Activity Report

LOCAL OVERVIEW

- Snohomish County held several community meetings this month to hear from residents and businesses in each county council district on what recovery after the pandemic means to them, as well as how to best spend the county's allocation for the [American Rescue Plan Act \(ARPA\)](#). The PUD participated, along with several supporting agencies, by providing a booth to assist customers with their utility payments.
- On June 8, the Snohomish County Council unanimously [approved Motion 22-248](#) to integrate the Snohomish Health District and Snohomish County. The Motion authorizes the County Executive to provide public notice of the County's intent to withdraw from the Snohomish Health District effective 12/31/2022. County Executive Somers presented additional information to the Council on the benefits for the integrated system, including increased efficiencies.
- On June 15, the Everett City Council awarded a construction contract for [the Interurban Trail to Everett YMCA Pedestrian Improvement Project](#). The project will include a new crosswalk with a rapid flashing beacon to complete a pedestrian link between the trail at Alta Drive and Colby Avenue.

INTERESTING READS

- Everett Herald: [If this dike fails Stanwood goes underwater](#)
- Everett Herald: [Snohomish Health District picks a new leader Dr. James Lewis](#)
- Everett Herald: [Paine Field development plan envisions an expanded terminal](#)

2022 Electric System Bond Issuance Update

June 21, 2022

Presented by: Lauren Way, Deputy Treasurer



Overview

Purpose

- Brief the Board on upcoming 2022 bond issuance

Board Action Items

- Review Bond Documents prior to July 5th Commission Meeting
- Approve Bond Supplemental Resolution and associated documents at July 5th Commission Meeting



Size/Structure of Issuance

- Approved 2022 Budget anticipated \$60 million bond issuance in 2022
- Current bond eligible capital forecast for 2023 - 2025 is approximately \$342 million
 - \$159 million in capital contained in the 2022 approved budget
- Anticipating issuing up to \$75 million of Electric System Revenue Bonds in July 2022
 - Tax-exempt
 - Fixed Rate
 - 30-year life
 - Low interest rate environment - Historically
 - Debt Service Coverage and Reserve Balances are maintained above minimums



Tentative Schedule and Next Steps

➤ May/ June

- Prepare Preliminary Official Statement
- Draft Supplemental Resolution

➤ July

- Approve Supplemental Resolution - Anticipated at the July 5th Commission Meeting
 - Approve the distribution of the Preliminary Official Statement
 - Approve of the form of the Preliminary Official Statement
 - Approve the form of the Bond Purchase Agreement
 - Delegate authority to Treasurer/CFO to execute various bond documents including the Bond Purchase Agreement
- Price Bonds - Approximately July 14th
- Brief Commission on Bond sale results - Approximately July 19th
- Close Transaction - Approximately July 28th



Questions?



Connect Up Program

Commission Quarterly Update

Kevin Lavinger, Program Manager
June 21, 2022

Last Update – March 22, 2022



Connect Up Program Quarterly Update

Purpose of Presentation

- Provide the Commission a progress update of the program

Expectations of the Board

- Information Only. Remain updated on recent activities and next steps

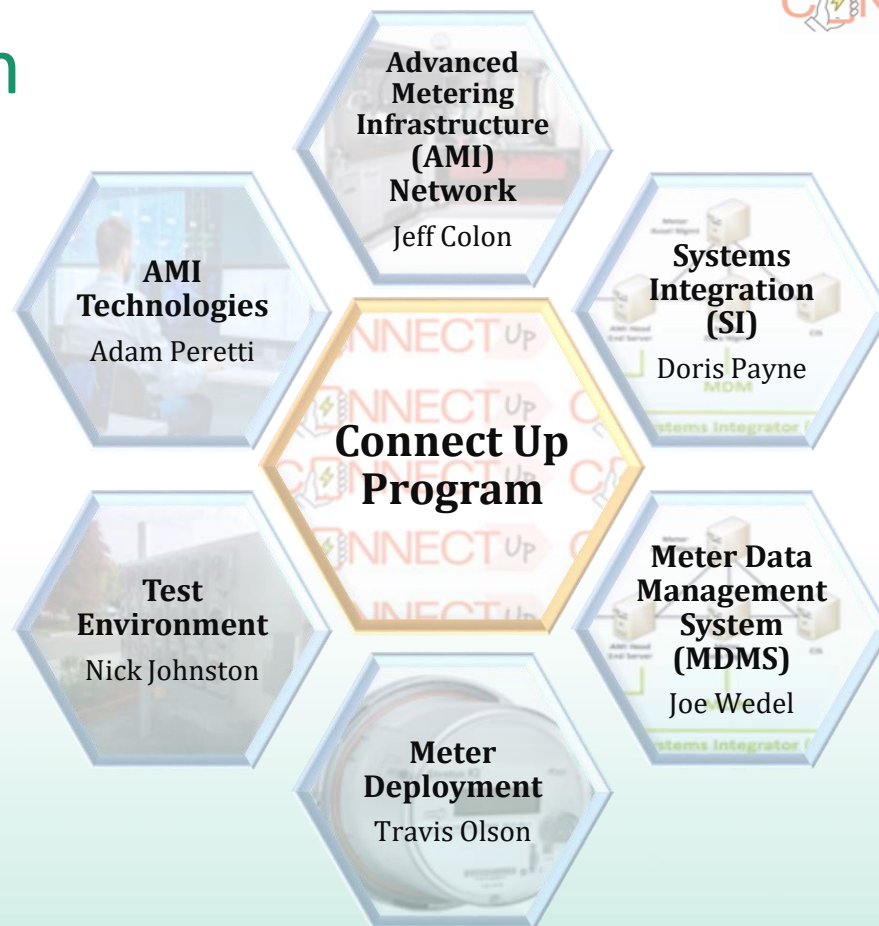


Agenda

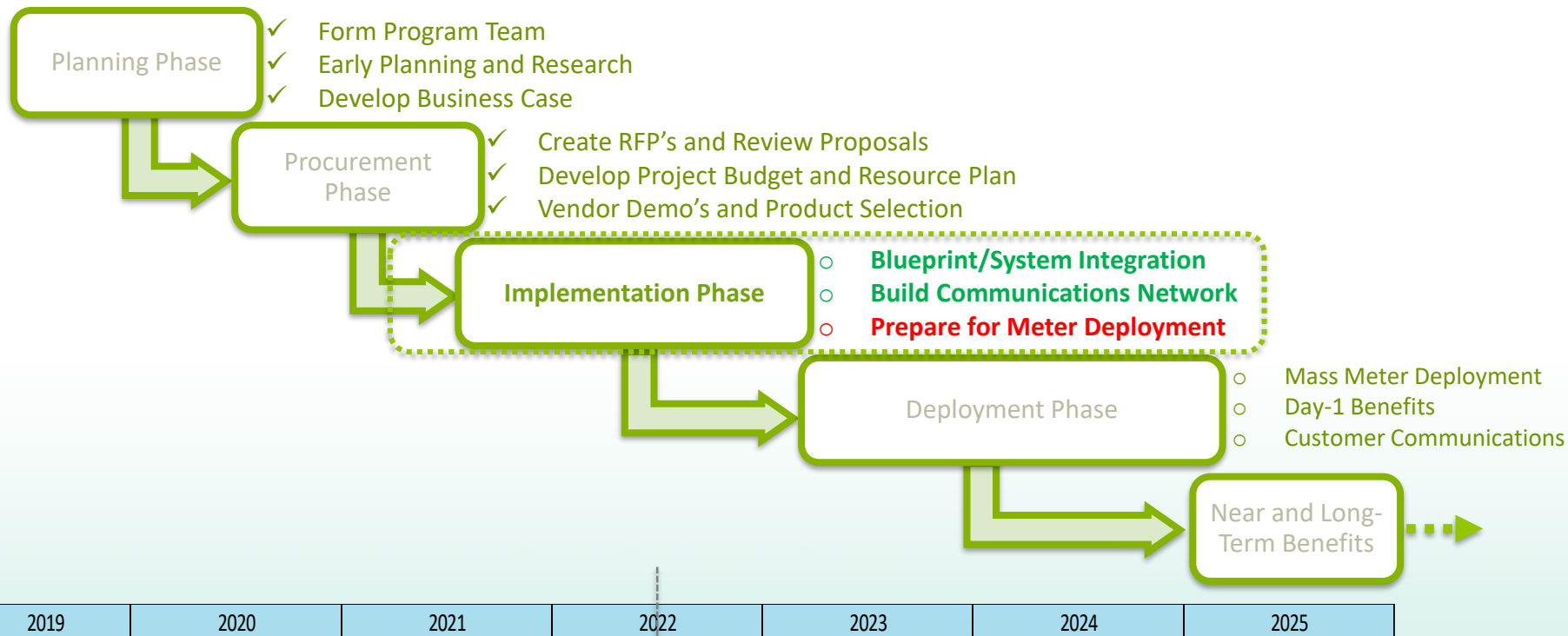
- Schedule and Budget Review
- Implementation Phase Progress Report
- Current State of Supply Chain Issues and Mitigation
- Next Steps



Connect Up Program

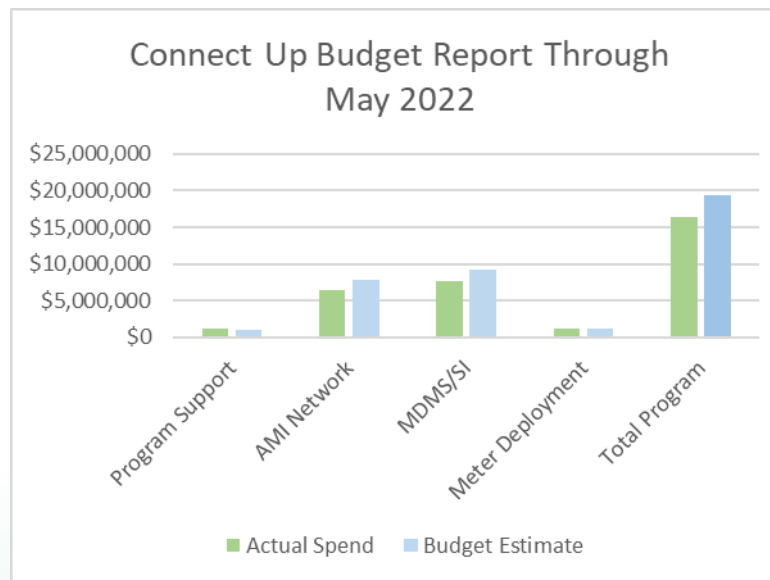


High Level Schedule



We are here

Budget



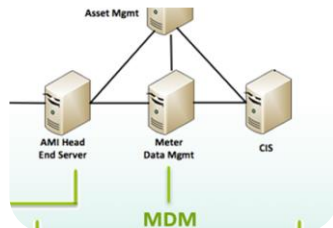
	Program Support	AMI Network	MDMS/SI	Meter Deployment	Total Program
Actual Spend	\$1,189,075	\$6,514,956	\$7,623,956	\$1,147,640	\$16,475,627
Budget Estimate	\$1,033,479	\$7,922,044	\$9,195,112	\$1,137,760	\$19,288,395
					\$2,812,769



Implementation Phase Progress



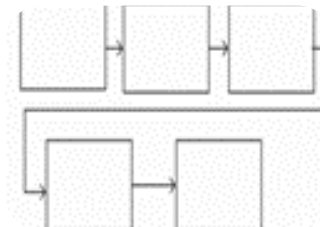
AMI Test Environment



Configure, Integrate and Test Systems



AMI Communications Network Deployment



Develop New Procedures and Train Business on New Processes



Communicate AMI Benefits and Plans to Internal and External Stakeholders

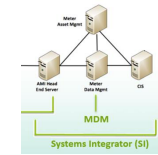


AMI Technologies Group



Meter Deployment





Implementation Phase

Recent Accomplishments

- Business Process Designs complete
- Detailed technical specifications underway
- Software configuration and build underway
- System testing prep underway
- System cutover planning started
- Detailed test planning underway

Upcoming Activities

- Complete detailed technical specifications
- Continued software build/configuration activities
- System testing by business users kicked off

Configure, Integrate and Test Systems

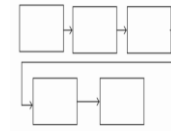
Key District Resources

- IT
- AMI Technologies
- Finance and Customer Accounting
- Customer Services
- Metering & Meter Deployment

Risks and Challenges

- Orchestration of work across multiple external and District project staff
- District resources availability and priorities
- Scope management
- System complexity





Implementation Phase

Recent Accomplishments

- Change Champions and Testers identified for each business process area
- Training curriculum development underway
- Role (Training, Testing) training has begun

Upcoming Activities

- Curriculum remains in development
- New business function training for business testers begun

Develop New Procedures and Train Business on New Processes

Key District Resources

- Communications, Training and Change Management
- Customer Accounting
- Customer Services
- AMI Tech, Metering, Telecom

Risks and Challenges

- Mix of Remote and On-site employees
- Training systems coordination
- Training data prep
- Testing schedule pressure impacting curriculum





Implementation Phase

Recent Accomplishments

- Completed electric meter deployment communication plans
- Latest e-News went out in May
- Connect Up Q&A during John's Third Thursday series
- Created FAQ content around base stations for CSRs

Upcoming Activities

- Working on water meter deployment communication plan
- Building out Connect Up external website content
- Developing specific deployment communication tools

Communicate AMI Benefits and Plans to Internal and External Stakeholders

Key District Resources

- Communications and Change Management
- Customer Service

Risks and Challenges

- Supply chain issues impacting program timeline
- Envelopes and other supply chain issues impacting customer communications
- Media inquiries





Implementation Phase

Recent Accomplishments

- Network Design: Final RF (Radio Frequency) Network Design analysis in progress by Sensus
- Construction: First 38 AMI base stations have been installed (on schedule)
- Permitting: Majority of base station site permits issued. Permit applications in progress for Everett, Edmonds, Skagit County and WSDOT

Upcoming Activities

- Construction: Continue base station installations at pole-mount sites (avg rate of 2/wk) and at District-Owned Telecom Tower sites
- Design: Receive Final RF Design from Sensus

AMI Communications Network Deployment

Key District Resources

- Telecom
- AMI Technologies
- T&D Engineering
- Line Crews

Risks and Challenges

- Permitting lead times for remaining jurisdictions may be longer than anticipated
- Material lead times could impact the rate of network installations





Implementation Phase

Recent Accomplishments

- Established Meter Data Prep Processes and Tools
- Base Station AMI Technologies Validation (Ongoing)
- Conducting Unit Test Reviews
- Signed-Off Production Head-end System
- Performed First Meter and Base Station Firmware Upgrades

Upcoming Activities

- Prepare Meter Data for System Integration
- Knowledge Transfer for System Integration Testing
- Metering and Software Function Baselineing
- Finalize AMI Tech Processes and Guidelines for Steady-State Operations

AMI Technologies Group

Key District Resources

- AMI Technologies
- Telecom
- Metering
- Customer Accounting

Risks and Challenges

- Development and establishments of new process for a new department





Implementation Phase

Recent Accomplishments

- Work Order Management System (WOMS) ProField App has been deployed. Currently testing
- Placed meter orders for 50k meters from Aclara for risk mitigation
- Approved 5 more First Article Testing (FAT) meters

Upcoming Activities

- Final review of Aclara Warehouse plan
- Receive WOMS ProField training
- Prepare for Systems Integration Testing (SIT)
- Finalize Hiring and Training plans (Oct)
- Finalize deployment strategy and plans (Oct)

Develop Meter Installation Plan and Order Equipment

Key District Resources

- Metering and Water
- Warehouse
- Facilities
- Transportation

Risks and Challenges

- Supply chain – No status change. Next update in July
- District resource availability and priorities
- Increased costs/inflationary pressures



Next Steps

- Next Commission Quarterly Update September 2022
- Program Next Steps Include:
 - Customer Service Regulations Update (Opt-Out Provisions): July 19 Commission Meeting
 - Proactively Monitor and Update Meter Deployment Plans Based on Supply Chain Forecast
 - Continue Preparing Communications Network via Base Station Buildout and Testing
 - Continue Preparing Supporting Systems via Integration Build and Testing



Questions?



EXECUTIVE SESSION

Tuesday, June 21, 2022

Discussion of Current or Potential Litigation - Approximately 30 Minutes

COMMENTS FROM THE PUBLIC



BUSINESS OF THE COMMISSION

Meeting Date: June 21, 2022

Agenda Item: 3A

TITLE

Approval of the Minutes for the Regular Meeting of June 7, 2022

SUBMITTED FOR: Consent Agenda

Commission	Allison Morrison	8037
Department	Contact	Extension
Date of Previous Briefing:	_____	
Estimated Expenditure:	_____	Presentation Planned <input type="checkbox"/>

ACTION REQUIRED:

- | | | |
|---|-------------------------------------|--|
| <input type="checkbox"/> Decision Preparation | <input type="checkbox"/> Incidental | <input type="checkbox"/> Monitoring Report |
| <input type="checkbox"/> Policy Discussion | (Information) | |
| <input type="checkbox"/> Policy Decision | | |
| <input checked="" type="checkbox"/> Statutory | | |

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

Governance Process, Board Job Description: GP-3(4) ... a non-delegable, statutorily assigned Board duty as defined under RCW 54.12.090 - minutes.

List Attachments:

Preliminary Minutes

**PRELIMINARY
SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT**

Regular Meeting

June 7, 2022

The Regular Meeting was convened by President Tanya Olson at 9:00 a.m. Those attending were Rebecca Wolfe, Vice-President; Sidney Logan, Secretary; CEO/General Manager John Haarlow; General Counsel Anne Spangler; Assistant General Managers Pam Baley, Guy Payne, Brant Wood, and Jason Zyskowski; Chief Financial Officer Scott Jones; Chief Information Officer Kristi Sterling; other District staff; members of the public; Commission & Executive Services Director Melissa Collins; Assistant Clerk of the Board Allison Morrison; and Deputy Clerks of the Board Jenny Rich and Morgan Stoltzner.

*** Items Taken Out of Order**

****Non-Agenda Items**

1. CEO/GENERAL MANAGER BRIEFING AND STUDY SESSION

A. Updates

1. Media. Communications, Marketing & Business Readiness Director Julee Cunningham reported on District related news and articles.
2. Legislative. Director, Government/External Affairs and Strategy Kim Johnston responded to the Board's questions on the report. The Legislative report would move to every other meeting.
3. Other. There were no other topics.

B. Crown Castle Clinton Site Lease Amendment

Manager Telecommunications Nick Johnston provided a presentation amending the Crown Castle Clinton Site Lease to include a microwave dish for data backhaul and an antenna for the Advanced Meter Infrastructure (AMI) and Distribution Automation (DA) communication network.

The next step would be to return with a resolution during the June 21, 2022, Commission meeting to ratify the prior amendment and authorize a new lease amendment for the addition of the AMI antenna.

C. North Mountain Operations & Management Agreement

Principal Utility Analyst Kris Scudder presented the Board with information on the new North Mountain Operations and Maintenance Agreement. The new agreement is for 20 years unless extended, modified, or terminated by mutual agreement of Seattle City Light and Snohomish County PUD.

The next step would be to return with a resolution during the June 21, 2022, Commission meeting to approve the new contract effective August 1, 2022.

D. Arlington Microgrid Update and Washington Clean Energy Fund (CEF4) Feasibility Study Grants

Principal Engineer Scott Gibson provided an update on the Arlington Microgrid and provided information on the Clean Energy Fund 4 (CEF4) Grant #1 for the Tulalip Tribes Microgrids.

The Arlington Microgrid's next steps (2022-2024) would include system improvements to the Microgrid, SCADA, remote access, and fire safety. It would also include operations and maintenance documentation for the Substation Department and training for PUD crews and first responders. Collaborations, tours, and demonstrations were also on the list, followed by a connection to a future PUD community office (2024).

The next step for the CEF4 Grant #1 would be to return on the June 21, 2022, Commission meeting for approval of a resolution.

Principal Engineer Alex Chorey presented information on the CEF4 Grant #2 for the South Everett Community Solar Project. This grant would be to perform a feasibility study for adding an energy storage component to the planned solar array.

Principal Utility Analyst Kris Scudder reported on the CEF4 #3 for the Tulalip Tribes Big Flats Storage Integration. This grant is to perform a feasibility study to integrate long duration storage into a proposed utility scale solar project.

The next steps for CEF4 Grant #2 and CEF4 Grant #3 are pending Washington State Department of Commerce preparation and will return to the Commission with a resolution for approval in the next few months.

Daryl Matthews of the Tulalip Tribes commented on the presentation.

The Regular meeting recessed at 10:28 a.m.

RECONVENE REGULAR MEETING

The Regular Meeting was reconvened by President Tanya Olson at 1:30 p.m. Those attending were Rebecca Wolfe, Vice-President; Sidney Logan, Secretary; CEO/General Manager John Haarlow; General Counsel Anne Spangler; Assistant General Managers Pam Baley, Guy Payne, Brant Wood, and Jason Zyskowski; Chief Financial Officer Scott Jones; Chief Information Officer Kristi Sterling; other District staff; members of the public; Commission & Executive Services Director Melissa Collins; Assistant Clerk of the Board Allison Morrison; and Deputy Clerks of the Board Jenny Rich and Morgan Stoltzner.

*** Items Taken Out of Order******Non-Agenda Items**

Changes to the agenda were made as follows: Item 5A add “At Places” Amended Exhibit A for the Master License Agreement.

2. RECOGNITION/DECLARATIONS**A. Team of the Month for June – Operator-In-Training**

The Operator-In-Training team was recognized as Team of the Month for June.

The meeting recessed at 1:45 p.m. for technical difficulties and reconvened at 1:49 p.m.

3. COMMENTS FROM THE PUBLIC

Gayla Shoemake commented on the morning Commission meeting recording and batteries.

4. CONSENT AGENDA**A. Approval of Minutes for the Regular Meeting of May 17, 2022, and the Special Meeting of May 18, 2022****B. Bid Awards, Professional Services Contracts and Amendments**

Public Works Contract Award Recommendations Over \$25,000:

Request for Proposal No. 22-1276-SC with Interwest Construction, Inc.

Request for Proposal No. 22-1284-BI with Reece Construction Company

Formal Bid Award Recommendations \$120,000 and Over:

None

Professional Services Contract Award Recommendations \$200,000 and Over:

Professional Services Contract No. CW2247958 with Orrick Herrington Sutcliffe

Professional Services Contract No. CW2248037 with HCL America, Inc.

Request for Proposal No. 21-1233-HL with HCL America, Inc.

Miscellaneous Contract Award Recommendations \$200,000 and Over:

None

Interlocal Agreements and Cooperative Purchase Recommendations:

Contracts:

Purchase Order No. 4500077051 with Altec Industries, Inc.

Purchase Order No. 4500077169 with CDW-G

Amendments:

None

Sole Source Purchase Recommendations:

None

Emergency Declarations, Purchases and Public Works Contracts:

None

Purchases Involving Special Facilities or Market Condition Recommendations:

None

Formal Bid and Contract Amendments:

None

Contract Acceptance Recommendations:

Public Works Contract No. CW2245388 with Davey Tree Surgery Company

C. Consideration of Certification/Ratification and Approval of District Checks and Vouchers

A motion unanimously passed approving Agenda Items 4A – Approval of the Minutes for the Regular Meeting of May 17, 2022, and the Special Meeting of May 18, 2022; 4B – Bid Awards, Professional Services Contracts and Amendments; and 4C – Consideration of Certification/Ratification and Approval of District Checks and Vouchers.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Consideration of a Resolution Authorizing the Assistant General Manager, Distribution and Engineering Services, of Public Utility District No. 1 of Snohomish County to Execute a Master License Agreement with Seattle SMSA Limited Partnership d/b/a Verizon Wireless, Establishing Terms and Conditions Regarding the Licensing of Wireless Communication Facilities on District Property

An amended Exhibit A was provided at places, by reference made a part of the packet.

A motion unanimously passed approving Resolution No. 6062 authorizing the Assistant General Manager, Distribution and Engineering Services, of Public Utility District No. 1 of Snohomish County to execute a Master License Agreement with Seattle SMSA Limited Partnership d/b/a Verizon Wireless, establishing terms and conditions regarding the licensing of wireless communication facilities on district property as amended.

- B. Consideration of a Resolution Approving the Submittal of an Application and Authorization for a Grant from the Washington State Recreation and Conservation Office for the Sultan River Floodplain Activation Construction Project

A motion unanimously passed approving Resolution No. 6063 approving the submittal of an application and authorization for a grant from the Washington State Recreation and Conservation Office for the Sultan River Floodplain Activation Construction Project.

6. CEO/GENERAL MANAGER REPORT

CEO/General Manager John Haarlow reported on District related topics and accomplishments.

7. COMMISSION BUSINESS

A. Commission Reports

The Commissioners reported on Commission related activities and Board related topics.

B. Commissioner Event Calendar

There were no changes to the Commissioner Event Calendar.

C. 2022 Budget, Forecast and Major Project Status Report – April

There were no questions on the 2022 Budget, Forecast and Major Project Status Report – April.

8. GOVERNANCE PLANNING

A. Governance Planning Calendar

Commissioner Logan requested an update on Broadband and the Flex Energy Pilots. Director, Government/External Affairs and Strategy Kim Johnston and Assistant General Manager, Customer and Energy Services Pam Baley updated the Board on these topics that would be scheduled on a future date.

Commissioner Wolfe mentioned opening the Commission meetings with a Tribal Land Acknowledgment. The Board concurred to have staff investigate and return at a later date.

ADJOURNMENT

There being no further business or discussion to come before the Board, the Regular Meeting of June 7, 2022, adjourned at 2:12 p.m. An audio file of the meeting is on file in the Commission Office and available for review.

Approved this 21st day of June, 2022.

Secretary

President

Vice President



BUSINESS OF THE COMMISSION

Meeting Date: June 21, 2022

Agenda Item: 3B

TITLE:

Consideration of Certification/Ratification and Approval of District Checks and Vouchers

SUBMITTED FOR: Consent Agenda

General Accounting & Financial Systems
Department

Julia Anderson
Contact

8027
Extension

Date of Previous Briefing: _____

Estimated Expenditure: _____

Presentation Planned ☐

ACTION REQUIRED:

- ☐ Decision Preparation
- ☐ Policy Discussion
- ☐ Policy Decision
- ☒ Statutory

☐ Incidental
(Information)

☐ Monitoring Report

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

Governance Process, Board Job Description: GP-3(4)(B)(2)a non-delegable, statutorily assigned Board duty to approve vouchers for all warrants issued.

The attached District checks and vouchers are submitted for the Board's certification, ratification and approval.

List Attachments:
Voucher Listing



CERTIFICATION/RATIFICATION AND APPROVAL

We, the undersigned of the Public Utility District No. 1 of Snohomish County, Everett, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, and the Checks or Warrants listed below are ratified/approved for payment this 21st day of June 2022.

CERTIFICATION:

Certified as correct:

CEO/General Manager

Julia A Anderson

Auditor

[Signature]

Chief Financial Officer/Treasurer

RATIFIED AND APPROVED:

Board of Commissioners:

President

Vice-President

Secretary

TYPE OF DISBURSEMENT	PAYMENT REF NO.	DOLLAR AMOUNT	PAGE NO.
REVOLVING FUND			
Customer Refunds, Incentives and Other	1117340 - 1117513	\$45,583.14	2 - 7
Electronic Customer Refunds		\$11,287.22	8 - 10
WARRANT SUMMARY			
Warrants	8068939 - 8069144	\$1,128,616.03	11 - 17
ACH	6030562 - 6030858	\$3,832,400.78	18 - 27
Wires	7002551 - 7002556	\$991,949.49	28
Payroll - Direct Deposit	5300000636 - 5300000636	\$4,421,926.78	29
Payroll - Warrants	844649 - 844665	\$30,047.40	29
Automatic Debit Payments	5300000622 - 5300000639	\$11,763,964.26	30
	GRAND TOTAL	\$22,225,775.10	

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
6/1/22	1117340	PROJECT PRIDE	\$946.50
6/1/22	1117341	HOUSING AUTHORITY OF SNO CO	\$52.99
6/1/22	1117342	BASEBALL CLUB OF SEATTLE	\$81.85
6/1/22	1117343	ED GATESELVAIN LLC	\$9.98
6/1/22	1117344	HIGHLANDER APTS LLC	\$162.36
6/1/22	1117345	HIGHLANDER APTS LLC	\$169.08
6/1/22	1117346	STILLAGUAMISH TRIBE OF INDIANS	\$104.95
6/1/22	1117347	BOB MCKENZIE	\$34.42
6/1/22	1117348	SHARON VALENTINE	\$340.68
6/1/22	1117349	CAROL STEINLIGHT	\$32.14
6/1/22	1117350	VOID	\$0.00
6/1/22	1117351	MERCY HOUSING WASHINGTON	\$6.89
6/1/22	1117352	ANDRE SLAUGHTER	\$340.05
6/1/22	1117353	EMMALEE SOLOMON	\$92.44
6/1/22	1117354	BILL WARBURTON INSURANCE AGENCY INC	\$150.33
6/1/22	1117355	CRYSTAL SPRINGS APTS	\$70.60
6/1/22	1117356	HOLLY LINDENMUTH	\$500.00
6/1/22	1117357	OAKWOOD COURT LLC	\$7.58
6/1/22	1117358	ANGELA JUAREZ LOPEZ	\$12.05
6/1/22	1117359	HEARTLAND CONSTRUCTION LLC	\$66.93
6/1/22	1117360	JONATHAN BOESE	\$201.85
6/1/22	1117361	HIGHLANDER APTS LLC	\$83.14
6/1/22	1117362	CHERYL SCHUMANN	\$475.62
6/1/22	1117363	STILLAGUAMISH TRIBE	\$482.94
6/2/22	1117364	LORI RUTLEDGE	\$47.33
6/2/22	1117365	LYNN DRAZICH	\$11.77
6/2/22	1117366	KENNETH CONE	\$569.25
6/2/22	1117367	ERIN MITCHELL	\$15.25
6/2/22	1117368	GLORIA HOLGREN	\$90.07
6/2/22	1117369	STEPHEN REEVES	\$70.47
6/2/22	1117370	SKANSKA CONSTRUCTORS L300	\$838.78
6/2/22	1117371	PAVLINA GAVRILCHIK	\$1,255.77

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
6/2/22	1117372	DEBORAH BURNS	\$4,313.43
6/2/22	1117373	GRACE ESCARCEGA	\$9.91
6/2/22	1117374	LOW INCOME HOUSING INSTITUTE	\$35.35
6/2/22	1117375	APPLE PROPERTY MANAGEMENT	\$479.00
6/2/22	1117376	KENDRICK ALLEN	\$64.80
6/2/22	1117377	KYLE LAMBERT	\$980.42
6/2/22	1117378	DARLENE LITZO	\$121.71
6/2/22	1117379	SCOTT WELCH	\$39.88
6/2/22	1117380	MAHIL ENTERPRISES V, INC	\$798.08
6/2/22	1117381	PAUL THORNTON	\$84.21
6/2/22	1117382	JENNIFER ROSS	\$1,600.00
6/2/22	1117383	LINCOLN SCHOOL SENIOR APTS	\$169.15
6/2/22	1117384	REBECCA GIANOTTI	\$62.72
6/2/22	1117385	MACEE GAVETT	\$13.48
6/2/22	1117386	BOBBY WOLFORD TRUCKING AND	\$223.64
6/2/22	1117387	JEAN SADLER	\$19.11
6/2/22	1117388	RALPH MUELLER	\$15.68
6/2/22	1117389	BEVERLY STOLL	\$36.27
6/2/22	1117390	MAYYADA JABBAR	\$1,319.68
6/2/22	1117391	HASSAN JAMA	\$126.07
6/2/22	1117392	PULTE HOMES OF WASHINGTON, INC.	\$13.33
6/2/22	1117393	SCOTT MORRIS	\$68.07
6/2/22	1117394	JAKE'SD CORPORATION	\$325.32
6/2/22	1117395	STARR RAMELOW	\$42.21
6/2/22	1117396	NOEL GALLANGER	\$201.49
6/2/22	1117397	PULTE HOMES OF WASHINGTON, INC.	\$27.61
6/2/22	1117398	KHIANNA HALEY	\$91.96
6/2/22	1117399	SOLOMON KAPALU	\$86.40
6/2/22	1117400	VICTORIA MILLER	\$126.44
6/2/22	1117401	RATHA SAM	\$156.68
6/2/22	1117402	EVGENY RYZHOV	\$143.31
6/2/22	1117403	VEER HOSPITALITY EVERETT LLC	\$2,086.33

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
6/2/22	1117404	MAHN KIM	\$22.87
6/2/22	1117405	ECHELBARGER HOMES & LAND, LLC	\$54.63
6/2/22	1117406	CENTENNIAL PARK 5J LLC	\$241.13
6/2/22	1117407	CENTENNIAL PARK 5J LLC	\$1,029.52
6/2/22	1117408	MARCHETA PUCKETT	\$1,900.00
6/2/22	1117409	ELIZABETH STEPHENS	\$238.48
6/2/22	1117410	GRANT HATTEN	\$68.72
6/2/22	1117411	JAMES DANIELSON	\$470.70
6/2/22	1117412	ISABELLE DIAZ	\$72.00
6/2/22	1117413	LORRI JOHNSON	\$73.55
6/2/22	1117414	ALDERWOOD LAND COMPANY LLC	\$38.44
6/2/22	1117415	CHRISTOPHER TOMAS	\$137.79
6/2/22	1117416	VICTORIA NAVI	\$88.00
6/2/22	1117417	7809 TIMBER HILL LLC	\$30.13
6/2/22	1117418	COLLEEN MYERS	\$34.24
6/2/22	1117419	WOODLAND GREENS GJJ LLC	\$153.72
6/2/22	1117420	RALPH STORDAL	\$11.98
6/2/22	1117421	SHERYL CARR	\$12.33
6/2/22	1117422	IH6 PROPERTY WASHINGTON LP	\$30.14
6/2/22	1117423	ACME HOMES LLC	\$14.19
6/3/22	1117424	STEVENS SCHILLING	\$9.54
6/3/22	1117425	MICHAEL VADJINIA	\$63.03
6/3/22	1117426	MEHRAN AZIMHASHEMI	\$37.50
6/3/22	1117427	SIX GILL LLC	\$43.68
6/3/22	1117428	SHANAVIA HUGEE	\$1,019.65
6/3/22	1117429	YVES CONDE	\$79.73
6/3/22	1117430	DENAE JORDAN	\$128.28
6/3/22	1117431	BOWLINE LLC	\$35.97
6/3/22	1117432	JOHN NORTON	\$4,850.00
6/6/22	1117433	HEARTLAND CONSTRUCTION LLC	\$263.48
6/6/22	1117434	GPA ENTERPRISES INC.	\$58.04
6/6/22	1117435	BRIAN BECKLEY	\$34.01

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
6/6/22	1117436	PILCHUCK PROPERTIES LLC	\$13.99
6/6/22	1117437	DANIEL ROMERO	\$21.48
6/6/22	1117438	DONALD CAIN	\$104.00
6/6/22	1117439	LOIS KRIEGER	\$61.03
6/6/22	1117440	BEX PORTFOLIO LLC	\$20.11
6/6/22	1117441	THE TIMBERS BY VINTAGE, LP	\$117.10
6/6/22	1117442	MSVEF-MF HUNTINGTON PARK WA LP	\$10.76
6/6/22	1117443	MSVEF-MF HUNTINGTON PARK WA LP	\$79.87
6/6/22	1117444	ACACIA TERRACE LLC	\$33.30
6/6/22	1117445	HA LE	\$114.17
6/6/22	1117446	TIMOGENE REDMOND	\$86.81
6/6/22	1117447	CASINO-WESTMONT AFFORDABLE	\$46.50
6/6/22	1117448	NICHOLAS TOBIN	\$191.01
6/6/22	1117449	TRISHA WILLIAMSON	\$22.17
6/6/22	1117450	S4F LLC	\$15.75
6/7/22	1117451	MICHELLE DEWITT	\$260.83
6/7/22	1117452	NATHALIA SAVAGE	\$490.14
6/7/22	1117453	III JAMES NORTHOUSE	\$76.61
6/7/22	1117454	MICHELE JUDGE	\$55.28
6/7/22	1117455	GLADYS BOLTON	\$90.54
6/7/22	1117456	ANASTAZZJA ANDERSON	\$148.88
6/7/22	1117457	MARLENE STRONG-BEERS	\$23.26
6/7/22	1117458	JR FRED HINES	\$65.00
6/7/22	1117459	HUSSIAN KURBET	\$114.12
6/7/22	1117460	DEYBI BACKA	\$129.08
6/7/22	1117461	CAROLYN BROOKS	\$641.89
6/7/22	1117462	JEFF GRABY	\$143.86
6/7/22	1117463	CONNER MATHENY	\$151.65
6/7/22	1117464	ANUPAMA KARTHIK NADIG	\$139.09
6/7/22	1117465	CASSIDY STILLMAN	\$163.38
6/8/22	1117466	EVERETT HOUSING AUTHORITY	\$9.54
6/8/22	1117467	RICHARD ARKLEY	\$30.44

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
6/8/22	1117468	MOLLY QUICK	\$647.66
6/8/22	1117469	REBECCA MERKEL	\$36.87
6/8/22	1117470	STILLAGUAMISH TRIBE	\$200.04
6/8/22	1117471	HIEU VUONG	\$1,517.64
6/8/22	1117472	MARY HEREFORD	\$16.54
6/8/22	1117473	TOM MCDOWELL	\$71.74
6/8/22	1117474	CUTE LLC	\$149.68
6/8/22	1117475	JENNIFER BLAKE	\$172.17
6/8/22	1117476	JANET MUTIA	\$157.98
6/8/22	1117477	MAHESH DAVE	\$117.75
6/8/22	1117478	DAVID POLANCO	\$150.24
6/8/22	1117479	CAMPBELL HOMES INC	\$5.04
6/8/22	1117480	RICK RAMOS	\$221.63
6/8/22	1117481	DRAGONFLY VENTURE HOLDINGS LLC	\$69.33
6/8/22	1117482	TOM SACKETT	\$39.20
6/9/22	1117483	MARVIN EIDINGER	\$33.18
6/9/22	1117484	DARLENE LINCOLN	\$23.07
6/9/22	1117485	VICKI FRENCH	\$16.43
6/9/22	1117486	BEVERLEY DARBY	\$188.43
6/9/22	1117487	CHRISTINE FREIDIG	\$105.29
6/9/22	1117488	THE CUBE LLC	\$28.56
6/9/22	1117489	NEHA SINGH	\$22.97
6/9/22	1117490	ILHO YE	\$37.53
6/9/22	1117491	RUFANG LI	\$2,305.94
6/9/22	1117492	GENEVIEVE MALONE	\$593.00
6/10/22	1117493	SAMANTHA CORY	\$36.14
6/10/22	1117494	RUTHLEIA MARTINS	\$56.58
6/10/22	1117495	MATTHEW RUNTE	\$114.03
6/10/22	1117496	MICHAEL ABELL	\$75.48
6/10/22	1117497	STEVE MUSTACH	\$94.81
6/10/22	1117498	TRACIE FURRER	\$213.90
6/10/22	1117499	RISE PROPERTIES (STATION NINE)	\$56.77

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
6/10/22	1117500	RISE PROPERTIES (STATION NINE)	\$66.15
6/10/22	1117501	BRADFORD FRESHWATER PARTNERS LLC	\$10.98
6/10/22	1117502	THOMAS HAWLEY	\$67.63
6/10/22	1117503	BAO NGUYEN	\$28.16
6/10/22	1117504	CYNDI QUINTANILLA	\$22.36
6/10/22	1117505	RAYMOND JARRIS	\$143.39
6/10/22	1117506	STANDARD DE LA ROSA VENTURE, L.P.	\$10.15
6/10/22	1117507	STANDARD DE LA ROSA VENTURE, L.P.	\$22.60
6/10/22	1117508	ABBAS AL GHAZALI	\$15.87
6/10/22	1117509	NORTHLAKE COURT, LLC	\$15.66
6/10/22	1117510	ERICH VON SCHWARTZ	\$1,205.34
6/10/22	1117511	C & D INVESTMENTS	\$34.68
6/10/22	1117512	MAXINE COX	\$91.41
6/10/22	1117513	GAYLE PAXSON	\$50.23

Total: \$45,583.14

Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
5/31/22	000204474220	DAISIA DAVIS	\$140.98
5/31/22	000204474221	RHONDA WAJDA	\$143.56
5/31/22	000204474222	JOSHUA NETHKIN	\$145.52
5/31/22	000204474223	DOMINICK BAILEY	\$153.82
5/31/22	000204474224	JOSHUA DUCKWORTH	\$25.08
5/31/22	000204474225	SHANNON BROOKS	\$128.21
5/31/22	000204474226	JOSHUA DUCKWORTH	\$45.31
5/31/22	000204474227	DAILIN SCHAFER	\$44.65
5/31/22	000204474228	NAREN RAMANI	\$89.19
5/31/22	000204474229	WILLIAM LEONARD	\$110.52
5/31/22	000204474230	TED DANIELS	\$77.66
5/31/22	000204474231	ARNAWAZ PITHAWALLA	\$29.12
5/31/22	000204474232	ELLISON QUINONEZ	\$31.78
5/31/22	000204474233	JOHN LOTZGESELL	\$31.16
5/31/22	000204474234	JANELLE CARROLL	\$70.72
5/31/22	000204474235	ANDREW ADAMS	\$15.58
5/31/22	000204474236	JAKE MARTINSON	\$236.16
5/31/22	000204474237	MARGY PERKINS	\$89.99
5/31/22	000204474238	TRISHA WILLIAMSON	\$22.17
5/31/22	000204474239	JASON GROHOSKE	\$38.42
5/31/22	000204474240	JC STONWORKS LLC	\$1,475.58
5/31/22	000204474241	JENNIFER MCLEOD	\$250.00
5/31/22	000204474242	HANNAH DODDS	\$59.99
5/31/22	000204474243	NOLAN MARTIN	\$61.33
5/31/22	000204474244	KASSAUNDRA JACKSON	\$48.62
5/31/22	000204474245	KATELYN WACHENDORF	\$17.42
5/31/22	000204474246	BRYAN COWMAN	\$219.00
5/31/22	000204474247	TOBY NORRIS	\$45.82
6/2/22	000204496957	MICHAEL MOROZOV	\$21.90
6/2/22	000204496958	ROBERT MANNIER	\$55.02
6/2/22	000204496959	DAVID GRIMM	\$51.26
6/2/22	000204496960	SALWAN ALLSH	\$138.66

Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
6/2/22	000204496961	NIYEH AXBERG	\$69.20
6/2/22	000204496962	DAVID GRIMM	\$58.97
6/2/22	000204496963	DAVID GRIMM	\$110.23
6/2/22	000204496964	SUSAN GALLINGER-SEIGAL	\$1,311.56
6/2/22	000204496965	VAN VUONG	\$81.02
6/6/22	000204522147	MEGAN KAHALEHILI	\$57.14
6/6/22	000204522148	RAQUEL ROMERO	\$37.28
6/6/22	000204522149	LYNDA HOMAN	\$55.26
6/6/22	000204522150	SAMANTHA RYAN	\$68.36
6/6/22	000204522151	JORDAN JONES	\$73.65
6/7/22	000204531757	JACARA FIKE	\$110.60
6/7/22	000204531758	NICHOLAS RODRIGUEZ	\$126.07
6/7/22	000204531759	SETH KARLE	\$99.67
6/7/22	000204531760	RICHARD MAYLE	\$89.86
6/7/22	000204531761	MARVIN MARTINEZ ALTAMIRANO	\$121.94
6/7/22	000204531762	ELIZABETH CALVILLO DUENAS	\$160.00
6/7/22	000204531763	VOLODYMYR YELENETS	\$83.07
6/7/22	000204531764	VASILY KUSHAKOV	\$52.26
6/7/22	000204531765	ZARIA ABADER	\$7.87
6/7/22	000204531766	ZACHARY KITCHENS	\$35.57
6/7/22	000204531767	KELLY REEDER	\$107.34
6/7/22	000204531768	CAROLYN STERLING	\$332.41
6/7/22	000204531769	JOSHUA MARTIN	\$18.36
6/7/22	000204531770	KELLY REEDER	\$105.28
6/7/22	000204531771	ELIZABETH PARSONS	\$20.16
6/7/22	000204531772	KRISTINA RIDLEY	\$47.86
6/7/22	000204531773	ELIZABETH CALVILLO DUENAS	\$7.08
6/7/22	000204531774	JOHNATHAN TUCKER	\$221.10
6/7/22	000204531775	HAYDEN MCCOY	\$238.60
6/7/22	000204531776	JANET RHODE	\$86.80
6/7/22	000204531777	KELSEY CROUTER	\$63.64
6/7/22	000204531778	JUSTIN GIFFORD	\$283.68

Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
6/7/22	000204531779	IRINA CRUDU	\$57.95
6/7/22	000204531780	SREENIVASA EEDARA	\$9.43
6/8/22	000204539091	AIDAN SMITH	\$144.04
6/8/22	000204539092	HARPER ANDERSON	\$94.67
6/8/22	000204539093	DARREN BROWN	\$11.19
6/8/22	000204539094	JOSHUA TURNER	\$37.55
6/8/22	000204539095	STELLA MERRY	\$88.00
6/8/22	000204539096	MARIA RIOS	\$130.28
6/8/22	000204539097	OLEG AREFIEV	\$67.11
6/8/22	000204539098	ALEX MURILLO	\$15.47
6/9/22	000204546473	MII LLC	\$268.94
6/9/22	000204546474	TRISTYN LAYCOCK	\$969.28
6/9/22	000204546475	HANNI FELDHEGER	\$35.85
6/9/22	000204546476	MII LLC	\$22.00
6/9/22	000204546477	ROBIN ROBINSON	\$35.13
6/10/22	000204554513	JOSHUA CRAVY	\$123.58
6/10/22	000204554514	KALEB WEBER	\$48.50
6/10/22	000204554515	MAI TRAN	\$6.93
6/10/22	000204554516	AMANDA WILSON	\$459.09
6/10/22	000204554517	MICHAEL GANT	\$64.61
6/10/22	000204554518	JOSEPH CHONG	\$102.07
6/10/22	000204554519	RISHIRAJ RAJAN	\$20.19
6/10/22	000204554520	SCOTT CHRISMAN	\$19.27

Total: \$11,287.22

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
5/31/22	8068939	GLOBAL RENTAL COMPANY INC	\$10,220.70
5/31/22	8068940	GENUINE PARTS COMPANY	\$1,105.84
5/31/22	8068941	PACIFIC NW SCALE CO INC	\$109.30
5/31/22	8068942	RIVERSIDE TOPSOIL INC	\$50.00
5/31/22	8068943	CITY OF SEATTLE	\$20,450.00
5/31/22	8068944	SIX ROBBLEES INC	\$278.60
5/31/22	8068945	UNITED SITE SERVICES OF NEVADA INC	\$225.40
5/31/22	8068946	STATE OF WASHINGTON	\$889.60
5/31/22	8068947	WILBUR-ELLIS HOLDINGS II INC	\$2,860.54
5/31/22	8068948	AAA OF EVERETT FIRE	\$430.15
5/31/22	8068949	BICKFORD MOTORS INC	\$3,780.72
5/31/22	8068950	ENGINUIITY ADVANTAGE LLC	\$2,666.00
5/31/22	8068951	RYAN SCOTT FELTON	\$291.24
5/31/22	8068952	NATIONAL BARRICADE CO LLC	\$2,454.75
5/31/22	8068953	SAFELITE FULFILLMENT INC	\$152.82
5/31/22	8068954	SNOHOMISH COUNTY	\$1,129.09
5/31/22	8068955	PUBLIC UTILITY DIST NO 1 OF	\$10,353.77
5/31/22	8068956	TRANSFORMER TECHNOLOGIES LLC	\$1,843.50
5/31/22	8068957	LOADMAN NW LLC	\$3,218.70
5/31/22	8068958	WAVE BUSINESS SOLUTIONS	\$159.65
5/31/22	8068959	KPFF INC	\$180.00
5/31/22	8068960	CHARGE NORTHWEST LLC	\$59,487.00
5/31/22	8068961	WILLDAN ENERGY SOLUTIONS	\$53,296.24
5/31/22	8068962	UNIVERSAL PROTECTION SERVICE LP	\$110,393.48
5/31/22	8068963	BAXTER AUTO PARTS INC	\$715.25
5/31/22	8068964	PACHECOS LANDSCAPING LLC	\$340.38
6/3/22	8068965	BUSTARD CUSTOM CONSTRUCTION INC	\$6,413.09
6/3/22	8068966	JUNIPER HEIGHTS LLC	\$2,765.89
6/3/22	8068967	SAI INTERNATIONAL LLC	\$4,201.34
6/3/22	8068968	ECHELBARGER HOMES INC	\$1,154.90
6/3/22	8068969	DAVID E ROCHON	\$52.43
6/3/22	8068970	AT&T CORP	\$28,103.73

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
6/3/22	8068971	COMCAST HOLDING CORPORATION	\$428.40
6/3/22	8068972	DICKS RESTAURANT SUPPLY	\$2,060.00
6/3/22	8068973	CITY OF EVERETT	\$3,288.41
6/3/22	8068974	FIRST AMERICAN TITLE	\$1,592.10
6/3/22	8068975	CITY OF LYNNWOOD	\$724.20
6/3/22	8068976	CITY OF MARYSVILLE	\$154.70
6/3/22	8068977	GENUINE PARTS COMPANY	\$291.28
6/3/22	8068978	PAPE MACHINERY INC	\$41.23
6/3/22	8068979	ROBERT HALF INTERNATIONAL INC	\$3,352.00
6/3/22	8068980	SIX ROBBLEES INC	\$2,051.35
6/3/22	8068981	SNOHOMISH COUNTY	\$10.00
6/3/22	8068982	SNOHOMISH COUNTY	\$10.00
6/3/22	8068983	SNOHOMISH COUNTY	\$10.00
6/3/22	8068984	SNOHOMISH COUNTY	\$10.00
6/3/22	8068985	SNOHOMISH COUNTY	\$10.00
6/3/22	8068986	SNOHOMISH COUNTY	\$10.00
6/3/22	8068987	SOUND PUBLISHING INC	\$241.08
6/3/22	8068988	SOUTHWIRE COMPANY LLC	\$63,048.71
6/3/22	8068989	UNITED SITE SERVICES OF NEVADA INC	\$1,000.57
6/3/22	8068990	BICKFORD MOTORS INC	\$2,251.64
6/3/22	8068991	EDS MCDUGALL LLC	\$725.00
6/3/22	8068992	GARY D KREIN	\$769.30
6/3/22	8068993	NORTHWEST TOWER ENGINEERING PLLC	\$8,175.00
6/3/22	8068994	NW TRANSMISSION INC	\$269.01
6/3/22	8068995	PRINCETON TECTONICS	\$2,427.60
6/3/22	8068996	QUALCO ENERGY	\$750.00
6/3/22	8068997	ALEXANDER R ROSS	\$90.00
6/3/22	8068998	SIEMENS INDUSTRY INC	\$1,568.00
6/3/22	8068999	SNOHOMISH COUNTY	\$54.72
6/3/22	8069000	SNOHOMISH COUNTY	\$45.60
6/3/22	8069001	STILLAGUAMISH TRIBE OF INDIANS	\$1,608.00
6/3/22	8069002	US BANK NA	\$6,743.17

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
6/3/22	8069003	ZIPPER GEO ASSOCIATES LLC	\$8,610.63
6/3/22	8069004	MARMON UTILITY LLC	\$123,459.12
6/3/22	8069005	FRITEL AND ASSOCIATES LLC	\$15,039.41
6/3/22	8069006	CHMELIK SITKIN & DAVIS PS	\$227.50
6/3/22	8069007	TARREN MICHAEL ACKERMANN	\$3,165.12
6/3/22	8069008	SUPERIOR SEPTIC SERVICE LLC	\$468.93
6/3/22	8069009	UNIVERSAL PROTECTION SERVICE LP	\$1,035.60
6/3/22	8069010	CHIN FAMILY LTD PARTNERSHIP	\$5,120.00
6/3/22	8069011	DANIEL BLAS	\$360.00
6/3/22	8069012	DAVID J FONTENOT	\$360.00
6/3/22	8069013	JASON BLAINE SANDT	\$360.00
6/3/22	8069014	MOLLY ELIZABETH THUNDER	\$450.00
6/3/22	8069015	OLINO K GARNES	\$450.00
6/3/22	8069016	JONATHAN BARNETT	\$280.00
6/3/22	8069017	MARC A MONSON	\$280.00
6/3/22	8069018	GEORG A MATTSON	\$2,000.00
6/3/22	8069019	INDUSTRIAL LIGHT & ENERGY INC	\$258.86
6/3/22	8069020	SUPERIOR GLASS INSTALLATIONS INC	\$743.00
6/3/22	8069021	R&L GLASS INSTALLATION	\$590.00
6/7/22	8069022	STEVE HARDY	\$7,956.11
6/7/22	8069023	EQUIFAX INFORMATION SERVICES LLC	\$1,777.75
6/7/22	8069024	CITY OF EVERETT	\$83.60
6/7/22	8069025	FEDERAL EXPRESS CORP	\$144.56
6/7/22	8069026	DNV GL ENERGY INSIGHTS USA INC	\$8,250.00
6/7/22	8069027	KENT D BRUCE	\$5,503.35
6/7/22	8069028	LANGUAGE LINE SERVICES INC	\$4,545.53
6/7/22	8069029	MUKILTEO WATER & WASTEWATER DIST	\$206.48
6/7/22	8069030	GENUINE PARTS COMPANY	\$1,002.88
6/7/22	8069031	PACIFIC SAFETY SUPPLY INC	\$1,504.07
6/7/22	8069032	ROBERT HALF INTERNATIONAL INC	\$2,330.00
6/7/22	8069033	SNOHOMISH COUNTY	\$10.00
6/7/22	8069034	SNOHOMISH COUNTY	\$170.00

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
6/7/22	8069035	SOUTHWIRE COMPANY LLC	\$13,364.72
6/7/22	8069036	SEPTIC SERVICES INC	\$3,274.43
6/7/22	8069037	STATE OF WASHINGTON	\$8,298.63
6/7/22	8069038	STATE OF WASHINGTON	\$150.00
6/7/22	8069039	WESCO GROUP INC	\$2,205.36
6/7/22	8069040	AABCO BARRICADE CO INC	\$5,758.76
6/7/22	8069041	BICKFORD MOTORS INC	\$4,092.73
6/7/22	8069042	ENGINUIITY ADVANTAGE LLC	\$2,666.00
6/7/22	8069043	GARY D KREIN	\$769.30
6/7/22	8069044	NORTH COAST ELECTRIC COMPANY	\$14,802.27
6/7/22	8069045	QUALCO ENERGY	\$7,020.00
6/7/22	8069046	T-MOBILE USA INC	\$66.30
6/7/22	8069047	TOTAL LANDSCAPE CORP	\$11,208.51
6/7/22	8069048	CRITICAL INSIGHT INC	\$67,706.08
6/7/22	8069049	THE PAPE GROUP INC	\$4,153.40
6/7/22	8069050	OCCUPATIONAL HEALTH CENTERS OF WA P	\$180.00
6/7/22	8069051	UPS SUPPLY CHAIN SOLUTIONS INC	\$30.41
6/7/22	8069052	JACOBS ENGINEERING GROUP INC	\$9,993.39
6/7/22	8069053	SUPERIOR SEPTIC SERVICE LLC	\$469.37
6/7/22	8069054	COMMERCIAL GREEN SOLUTIONS LLC	\$64,750.00
6/7/22	8069055	SSP INNOVATIONS LLC	\$10,000.00
6/7/22	8069056	UFP WESTERN DIVISION INC	\$4,382.84
6/7/22	8069057	THE PAPE GROUP	\$9,569.79
6/7/22	8069058	BUTY LIMITED PARTNERSHIP	\$11,133.50
6/7/22	8069059	CAROLYN M BURTON	\$712.54
6/7/22	8069060	FREMONT ANALYTICAL INC	\$160.00
6/7/22	8069061	ALEXANDRA RODRIGUEZ	\$75.00
6/7/22	8069062	ELLE GLOVER	\$75.00
6/7/22	8069063	GEORGIA WILLS	\$75.00
6/7/22	8069064	KAREN BENAVIDEZ	\$75.00
6/7/22	8069065	KEKOA OKIYAMA	\$75.00
6/7/22	8069066	KYLA SCOUGALE	\$75.00

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
6/7/22	8069067	MARIN LUGIBIHL	\$75.00
6/7/22	8069068	MAYLANA VALENCIA	\$75.00
6/7/22	8069069	ABIGAYLE GARNER	\$75.00
6/7/22	8069070	PAIGHTON SMITH	\$75.00
6/7/22	8069071	ALEXA ARRIAGA-TORRES	\$75.00
6/7/22	8069072	ALEXIS CHITTICK	\$75.00
6/7/22	8069073	MARY RAMM	\$75.00
6/7/22	8069074	BRIDGETTE MCDOUGALL	\$75.00
6/7/22	8069075	CLARA BARR	\$75.00
6/7/22	8069076	EMMA YOGAN	\$75.00
6/7/22	8069077	KAYLIE HESHMATI	\$75.00
6/7/22	8069078	KAYTLIN MARCINEK	\$75.00
6/7/22	8069079	LILLIAN EGGERS	\$75.00
6/7/22	8069080	NEDA DARNELL	\$2,000.00
6/7/22	8069081	ARROW INSULATION INC	\$1,080.00
6/7/22	8069082	EVERGREEN STATE SHEET METAL INC	\$1,650.00
6/7/22	8069083	SELECT AIR SERVICES INC	\$2,650.00
6/10/22	8069084	AECOM TECHNICAL SERVICES INC	\$2,882.41
6/10/22	8069085	ALVARIA INC	\$29,200.89
6/10/22	8069086	CITY OF EDMONDS	\$637.16
6/10/22	8069087	EAN HOLDINGS LLC	\$221.84
6/10/22	8069088	EQUIFAX INFORMATION SERVICES LLC	\$9,094.63
6/10/22	8069089	CITY OF EVERETT	\$1,670.49
6/10/22	8069090	GLOBAL RENTAL COMPANY INC	\$3,516.80
6/10/22	8069091	CORE & MAIN LP	\$4,793.93
6/10/22	8069092	ISLAND COUNTY	\$205.50
6/10/22	8069093	KAMAN FLUID POWER LLC	\$2,246.24
6/10/22	8069094	GENUINE PARTS COMPANY	\$2,491.75
6/10/22	8069095	OLYMPIC VIEW WATER SEWER	\$106.39
6/10/22	8069096	CENTURYLINK COMMUNICATIONS LLC	\$2,348.71
6/10/22	8069097	ROBERT HALF INTERNATIONAL INC	\$2,809.60
6/10/22	8069098	SALISH NETWORKS INC	\$480.29

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
6/10/22	8069099	SILVER LAKE WATER & SEWER DISTRICT	\$96.80
6/10/22	8069100	SHI INTERNATIONAL CORP	\$2,320.43
6/10/22	8069101	SOUND PUBLISHING INC	\$64.68
6/10/22	8069102	SNOHOMISH COUNTY COUNCIL OF THE	\$7,149.87
6/10/22	8069103	SNOHOMISH COUNTY COUNCIL OF THE	\$2,700.00
6/10/22	8069104	SEPTIC SERVICES INC	\$1,894.48
6/10/22	8069105	AABCO BARRICADE CO INC	\$611.34
6/10/22	8069106	BICKFORD MOTORS INC	\$418.77
6/10/22	8069107	CANOPY WORLD INC	\$1,054.17
6/10/22	8069108	DIRECTV LLC	\$183.98
6/10/22	8069109	SAFE SOFTWARE INC	\$3,494.82
6/10/22	8069110	SKOTDAL MUTUAL LLC	\$220.00
6/10/22	8069111	SNOHOMISH COUNTY	\$3,811.00
6/10/22	8069112	SPRINGBROOK NURSERY AND TRUCKING IN	\$44.24
6/10/22	8069113	TECHPOWER SOLUTIONS INC	\$605.55
6/10/22	8069114	WESTON SERVICES INC	\$15,760.00
6/10/22	8069115	WRECKING BALL DEMOLITION LLC	\$4,096.49
6/10/22	8069116	CITY OF EVERETT	\$986.40
6/10/22	8069117	BEAR COMMUNICATIONS INC	\$6,958.10
6/10/22	8069118	HEWLETT PACKARD ENTERPRISE CO	\$1,943.61
6/10/22	8069119	WAVE BUSINESS SOLUTIONS	\$1,275.00
6/10/22	8069120	SUBURBAN PROPANE LP	\$605.39
6/10/22	8069121	OCCUPATIONAL HEALTH CENTERS OF WA P	\$82.00
6/10/22	8069122	NORTHWEST FIBER LLC	\$7,469.68
6/10/22	8069123	SEATTLES FINEST SECURITY & TRAFFIC	\$1,221.00
6/10/22	8069124	BHC CONSULTANTS LLC	\$6,113.25
6/10/22	8069125	SKAGIT COUNTY	\$205.50
6/10/22	8069126	CHEMSCAN INC	\$209.72
6/10/22	8069127	MAGELLAN ADVISORS LLC	\$17,325.00
6/10/22	8069128	UNIVERSAL PROTECTION SERVICE LP	\$828.48
6/10/22	8069129	THE PAPE GROUP	\$288.67
6/10/22	8069130	CASCADE CONSULTANTS LLC	\$18,796.78

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
6/10/22	8069131	SNOHOMISH ASSEMBLY OF GOD	\$450.00
6/10/22	8069132	CAROLYN M BURTON	\$10,420.96
6/10/22	8069133	FREMONT ANALYTICAL INC	\$425.00
6/10/22	8069134	ELEMENT FLEET MANAGEMENT CORP	\$15,117.01
6/10/22	8069135	EVERGREEN STATE SHEET METAL INC	\$2,650.00
6/10/22	8069136	GLASS BY LUND INC	\$1,800.00
6/10/22	8069137	CITY OF SNOHOMISH	\$813.77
6/10/22	8069138	LANDSVERK QUALITY HOMES, INC	\$3,971.29
6/10/22	8069139	CHRISTIAN CONGREGATION	\$2,741.95
6/10/22	8069140	ROBINETT BROTHERS CONSTRUCTION LLC	\$781.68
6/10/22	8069141	COBBLE HILL, LLC	\$4,159.55
6/10/22	8069142	CLEARVIEW MLP RV STORAGE LLC	\$5,914.26
6/10/22	8069143	AMBER & ALAN SIMONSON	\$4,475.82
6/10/22	8069144	PG MANAGEMENT	\$7,301.91

Total: **\$1,128,616.03**

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Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
5/31/22	6030562	AUTOMATED ENERGY INC	\$600.00
5/31/22	6030563	EJ BROOKS COMPANY	\$3,749.42
5/31/22	6030564	HOWARD INDUSTRIES INC	\$32,723.83
5/31/22	6030565	MOTOR TRUCKS INTL & IDEALEASE INC	\$82.08
5/31/22	6030566	NORTH COAST ELECTRIC COMPANY	\$4,363.47
5/31/22	6030567	NORTHWEST POWER POOL CORP	\$24.40
5/31/22	6030568	ON HOLD CONCEPTS INC	\$234.70
5/31/22	6030569	ROMAINE ELECTRIC CORP	\$6,250.76
5/31/22	6030570	RWC INTERNATIONAL LTD	\$310.28
5/31/22	6030571	SCHWEITZER ENGINEERING LAB INC	\$894.83
5/31/22	6030572	SONSRAY MACHINERY LLC	\$559.65
5/31/22	6030573	STELLAR INDUSTRIAL SUPPLY INC	\$532.14
5/31/22	6030574	TESSCO INCORPORATED	\$12,689.65
5/31/22	6030575	TK ELEVATOR CORPORATION	\$3,114.76
5/31/22	6030576	GORDON TRUCK CENTERS INC	\$2,134.90
5/31/22	6030577	WASTE MANAGEMENT OF WASHINGTON INC	\$96.87
5/31/22	6030578	WETLAND RESOURCES INC	\$5,523.00
5/31/22	6030579	WW GRAINGER INC	\$186.11
5/31/22	6030580	AARD PEST CONTROL INC	\$283.54
5/31/22	6030581	BRAKE & CLUTCH SUPPLY INC	\$882.49
5/31/22	6030582	CELLCO PARTNERSHIP	\$323.72
5/31/22	6030583	THE COMPLETE LINE LLC	\$93.42
5/31/22	6030584	GREENSHIELDS INDUSTRIAL SUPPLY INC	\$52.92
5/31/22	6030585	CUZ CONCRETE PRODUCTS INC	\$17,144.40
5/31/22	6030586	DESIGNER DECAL INC	\$6,147.92
5/31/22	6030587	EDGE ANALYTICAL INC	\$198.00
5/31/22	6030588	ENERGY NORTHWEST	\$55,252.00
5/31/22	6030589	GENERAL PACIFIC INC	\$46,210.75
5/31/22	6030590	THOMAS D MORTIMER JR	\$210.00
5/31/22	6030591	NATIONAL SAFETY INC	\$1,112.82
5/31/22	6030592	PACIFIC MOBILE STRUCTURES INC	\$2,079.58
5/31/22	6030593	POWER ENGINEERS INC	\$19,826.41

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
5/31/22	6030594	LOUIS F MATHESON CONSTRUCTION INC	\$14,806.11
5/31/22	6030595	RMG FINANCIAL CONSULTING INC	\$1,050.00
5/31/22	6030596	ROHLINGER ENTERPRISES INC	\$441.30
5/31/22	6030597	SENSUS USA INC	\$889.92
5/31/22	6030598	TYNDALE ENTERPRISES INC	\$18,414.19
5/31/22	6030599	WALTER E NELSON CO OF WESTERN WA	\$6,191.56
5/31/22	6030600	WIRELESS STRUCTURES CONSULTING	\$209,603.81
5/31/22	6030601	DELTA CONNECTS INC	\$5,749.83
5/31/22	6030602	GRAYBAR ELECTRIC CO INC	\$1,650.48
5/31/22	6030603	ALTEC INDUSTRIES INC	\$22,832.31
5/31/22	6030604	ANIXTER INC	\$310,588.93
5/31/22	6030605	MALLORY SAFETY AND SUPPLY LLC	\$6,167.55
5/31/22	6030606	CAPITAL ARCHITECTS GROUP PC	\$5,291.10
5/31/22	6030607	THE GOODYEAR TIRE & RUBBER CO	\$9,993.34
5/31/22	6030608	Z2SOLUTIONS LLC	\$103,887.60
5/31/22	6030609	MICHAEL NASH	\$12,462.50
5/31/22	6030610	TRAFFIC CONTROL PLAN CO OF WA LLC	\$4,375.00
5/31/22	6030611	THE SISNEY GROUP LLC	\$3.91
5/31/22	6030612	REXEL USA INC	\$1,150.76
5/31/22	6030613	INFOSOL INC	\$150.00
5/31/22	6030614	MOUSER ELECTRONICS INC	\$11.07
5/31/22	6030615	AMAZON WEB SERVICES INC	\$1,238.04
5/31/22	6030616	TWILIO INC	\$3,557.84
5/31/22	6030617	COMPENSATION WORKS CORP	\$20,306.25
5/31/22	6030618	SHERELLE GORDON	\$32,000.00
5/31/22	6030619	MAPBOX INC	\$511.00
5/31/22	6030620	KENT ENGINEERING LLC	\$2,175.00
5/31/22	6030621	DC GROUP INC	\$17,780.32
5/31/22	6030622	BORDER STATES INDUSTRIES INC	\$344,953.61
5/31/22	6030623	STRATEGIC RESEARCH ASSOCIATES LLC	\$16,175.00
5/31/22	6030624	CALFO EAKES LLP	\$15,826.61
5/31/22	6030625	HP INC	\$406.63

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
5/31/22	6030626	TIMOTHY EPP	\$1,347.61
5/31/22	6030627	GREGORY WILLARD	\$307.62
5/31/22	6030628	KEVIN LAVERING	\$1,354.21
5/31/22	6030629	JENNIFER MULLEN	\$112.32
5/31/22	6030630	ZACHARY CONLEY	\$93.60
6/1/22	6030631	NELSON DISTRIBUTING INC	\$974.36
6/1/22	6030632	OPEN TEXT INC	\$1,248.25
6/1/22	6030633	PARAMETRIX INC	\$25,185.00
6/1/22	6030634	ROMAINE ELECTRIC CORP	\$268.96
6/1/22	6030635	SEAHURST ELECTRIC CO INC	\$33,157.79
6/1/22	6030636	SISKUN INC	\$2,174.25
6/1/22	6030637	TESSCO INCORPORATED	\$190.56
6/1/22	6030638	TOYOTA TSUSHO MATERIAL HANDLING AME	\$923.16
6/1/22	6030639	WILLIAMS SCOTSMAN INC	\$492.99
6/1/22	6030640	WW GRAINGER INC	\$123.09
6/1/22	6030641	BENEFITFOCUS COM INC	\$7,942.29
6/1/22	6030642	CHAMPION BOLT & SUPPLY INC	\$523.10
6/1/22	6030643	GREENSHIELDS INDUSTRIAL SUPPLY INC	\$175.57
6/1/22	6030644	DESIGNER DECAL INC	\$3,962.67
6/1/22	6030645	EDGE ANALYTICAL INC	\$264.00
6/1/22	6030646	GENERAL PACIFIC INC	\$5,760.52
6/1/22	6030647	HOGLUNDS TOP SHOP INC	\$659.40
6/1/22	6030648	LENZ ENTERPRISES INC	\$46.02
6/1/22	6030649	LOUIS F MATHESON CONSTRUCTION INC	\$618.45
6/1/22	6030650	SENSUS USA INC	\$1,401.33
6/1/22	6030651	SOUND SAFETY PRODUCTS CO INC	\$4,106.16
6/1/22	6030652	TRAVIS PATTERN & FOUNDRY INC	\$441.97
6/1/22	6030653	GRAYBAR ELECTRIC CO INC	\$39,611.48
6/1/22	6030654	ALTEC INDUSTRIES INC	\$4,019.57
6/1/22	6030655	MALLORY SAFETY AND SUPPLY LLC	\$896.45
6/1/22	6030656	CAPITAL ARCHITECTS GROUP PC	\$825.00
6/1/22	6030657	THE GOODYEAR TIRE & RUBBER CO	\$175.84

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
6/1/22	6030658	TESTIM INC	\$12,000.00
6/1/22	6030659	UTILITY TRAILER & EQUIP SALES NW LL	\$3,373.93
6/1/22	6030660	COZY HEATING INC	\$1,650.00
6/1/22	6030661	SCOTT PACKEBUSH	\$125.00
6/1/22	6030662	MONICA GORMAN	\$124.03
6/1/22	6030663	ALLISON MORRISON	\$189.75
6/1/22	6030664	LIBERTY MUTUAL GROUP INC	\$13,308.84
6/2/22	6030665	ASPLUNDH TREE EXPERT LLC	\$29,593.04
6/2/22	6030666	DOBLE ENGINEERING CO	\$19,212.72
6/2/22	6030667	MOTOR TRUCKS INTL & IDEALEASE INC	\$584.17
6/2/22	6030668	RWC INTERNATIONAL LTD	\$2,235.87
6/2/22	6030669	S&C ELECTRIC COMPANY	\$20,496.35
6/2/22	6030670	TRENCHLESS CONSTR SVCS LLC	\$22,817.70
6/2/22	6030671	WASTE MANAGEMENT OF WASHINGTON INC	\$96.87
6/2/22	6030672	ANDERSON HUNTER LAW FIRM PS	\$772.00
6/2/22	6030673	BRAKE & CLUTCH SUPPLY INC	\$1,389.88
6/2/22	6030674	DICKS TOWING INC	\$395.64
6/2/22	6030675	LENZ ENTERPRISES INC	\$386.53
6/2/22	6030676	LIFTING GEAR HIRE CORP	\$7,780.92
6/2/22	6030677	NORTHWEST CASCADE INC	\$411.00
6/2/22	6030678	RELIANCE MANUFACTURING CORPORATION	\$209.03
6/2/22	6030679	RICHARDSON BOTTLING COMPANY	\$131.83
6/2/22	6030680	TECH PRODUCTS INC	\$442.25
6/2/22	6030681	WALTER E NELSON CO OF WESTERN WA	\$448.99
6/2/22	6030682	WESTERN ELECTRICITY COORDINATING CO	\$353.62
6/2/22	6030683	ANIXTER INC	\$17,748.85
6/2/22	6030684	TRU-CHECK INC	\$326,209.84
6/2/22	6030685	HSI WORKPLACE COMPLIANCE SOLUTIONS	\$3,626.70
6/2/22	6030686	TRAFFIC CONTROL PLAN CO OF WA LLC	\$175.00
6/2/22	6030687	REXEL USA INC	\$365.01
6/2/22	6030688	ARNETT INDUSTRIES LLC	\$2,546.08
6/2/22	6030689	DC GROUP INC	\$6,866.72

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
6/2/22	6030690	UTILITY TRAILER & EQUIP SALES NW LL	\$606.77
6/2/22	6030691	JOSEPH RIFE	\$125.00
6/2/22	6030692	ALAN BURKE	\$125.00
6/2/22	6030693	RICHARD ROSENKILDE	\$75.47
6/3/22	6030694	ASPLUNDH TREE EXPERT LLC	\$9,901.81
6/3/22	6030695	HOWARD INDUSTRIES INC	\$105,202.88
6/3/22	6030696	SNOHOMISH COUNTY	\$203.50
6/3/22	6030697	UNITED PARCEL SERVICE	\$116.22
6/3/22	6030698	HARNISH GROUP INC	\$3,345.21
6/3/22	6030699	WORKLOGIX MANAGEMENT INC	\$875.00
6/3/22	6030700	HUGH GIBSON	\$632.44
6/3/22	6030701	SLADE WILLS	\$125.00
6/3/22	6030702	BRIE'N MILLER	\$131.04
6/3/22	6030703	GEORGE HESPE	\$63.18
6/3/22	6030704	RICHARD FLURY	\$1,665.61
6/3/22	6030705	KASSIDI NEAL	\$100.00
6/6/22	6030706	ALS GROUP USA CORP	\$85.00
6/6/22	6030707	CENTRAL WELDING SUPPLY CO INC	\$1,679.84
6/6/22	6030708	CERIUM NETWORKS INC	\$164.85
6/6/22	6030709	MOTOR TRUCKS INTL & IDEALEASE INC	\$176.92
6/6/22	6030710	NORTH COAST ELECTRIC COMPANY	\$3,159.97
6/6/22	6030711	ON HOLD CONCEPTS INC	\$109.90
6/6/22	6030712	RWC INTERNATIONAL LTD	\$1,316.08
6/6/22	6030713	STELLAR INDUSTRIAL SUPPLY INC	\$2,833.75
6/6/22	6030714	GORDON TRUCK CENTERS INC	\$2,091.66
6/6/22	6030715	WASTE MANAGEMENT OF WASHINGTON INC	\$5,736.63
6/6/22	6030716	WW GRAINGER INC	\$1,800.76
6/6/22	6030717	ALLIED ELECTRONICS INC	\$21.60
6/6/22	6030718	BRAKE & CLUTCH SUPPLY INC	\$352.98
6/6/22	6030719	CELLCO PARTNERSHIP	\$1,355.71
6/6/22	6030720	THE COMPLETE LINE LLC	\$646.21
6/6/22	6030721	DESIGNER DECAL INC	\$3,233.25

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
6/6/22	6030722	ECOLIGHTS NORTHWEST LLC	\$239.76
6/6/22	6030723	EDGE ANALYTICAL INC	\$256.00
6/6/22	6030724	GENERAL PACIFIC INC	\$8,163.34
6/6/22	6030725	HERRERA ENVIRONMENTAL CONSULTANTS I	\$246.87
6/6/22	6030726	NORTHWEST CASCADE INC	\$147.55
6/6/22	6030727	PAGERDUTY INC	\$18,242.96
6/6/22	6030728	PORTAGE BAY SOLUTIONS INC	\$403.00
6/6/22	6030729	PUBLIC UTILITY DISTRICT EMPLOYEES	\$1,005.00
6/6/22	6030730	ROHLINGER ENTERPRISES INC	\$3,589.38
6/6/22	6030731	OFFICE OF THE SECRETARY OF STATE	\$2,577.50
6/6/22	6030732	WESTERN ELECTRICITY COORDINATING CO	\$344.65
6/6/22	6030733	WETHERHOLT & ASSOCIATES INC	\$4,907.17
6/6/22	6030734	GRAYBAR ELECTRIC CO INC	\$809.30
6/6/22	6030735	ALTEC INDUSTRIES INC	\$3,310.24
6/6/22	6030736	ANIXTER INC	\$107,187.25
6/6/22	6030737	HYAS GROUP LLC	\$12,625.00
6/6/22	6030738	THE GOODYEAR TIRE & RUBBER CO	\$2,338.63
6/6/22	6030739	REXEL USA INC	\$121.67
6/6/22	6030740	GOLDFARB & HUCK ROTH RIOJAS PLLC	\$224,654.55
6/6/22	6030741	HARNISH GROUP INC	\$6,811.00
6/6/22	6030742	CURTIS A SMITH	\$7,827.77
6/6/22	6030743	ARNETT INDUSTRIES LLC	\$7,865.68
6/6/22	6030744	CASCADIA LAW GROUP PLLC	\$2,430.00
6/6/22	6030745	THE ADT SECURITY CORPORATION	\$429.00
6/6/22	6030746	WELLNESS BY WISHLIST INC	\$5,096.06
6/6/22	6030747	TRC ENGINEERS INC	\$153,894.77
6/6/22	6030748	UTILITY TRAILER & EQUIP SALES NW LL	\$191.32
6/6/22	6030749	MARIAN DACCA PUBLIC AFFAIRS LLC	\$6,800.00
6/6/22	6030750	AMERICAN CRAWLSPACE & PEST SERVICES	\$765.00
6/6/22	6030751	CLEAN CRAWL INC	\$2,041.50
6/6/22	6030752	CM HEATING INC	\$1,650.00
6/6/22	6030753	HP INC	\$813.26

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
6/6/22	6030754	JEFFREY KALLSTROM	\$422.52
6/6/22	6030755	SCOTT SPAHR	\$393.12
6/6/22	6030756	JESSICA JOHNSON	\$238.50
6/6/22	6030757	BRIANNE ZARETZKE	\$480.28
6/6/22	6030758	SIDNEY LOGAN	\$599.34
6/7/22	6030759	ALS GROUP USA CORP	\$60.00
6/7/22	6030760	FASTENAL COMPANY	\$261.12
6/7/22	6030761	HOWARD INDUSTRIES INC	\$46,749.26
6/7/22	6030762	MOSS ADAMS LLP	\$4,200.00
6/7/22	6030763	STAR RENTALS INC	\$8,455.95
6/7/22	6030764	STELLAR INDUSTRIAL SUPPLY INC	\$3,351.39
6/7/22	6030765	TESSCO INCORPORATED	\$590.57
6/7/22	6030766	TK ELEVATOR CORPORATION	\$405.10
6/7/22	6030767	UNITED PARCEL SERVICE	\$615.71
6/7/22	6030768	CELLCO PARTNERSHIP	\$309.14
6/7/22	6030769	GENERAL PACIFIC INC	\$646.61
6/7/22	6030770	NORTHWEST CASCADE INC	\$430.00
6/7/22	6030771	ROHLINGER ENTERPRISES INC	\$2,369.44
6/7/22	6030772	SEATTLE AUTOMOTIVE DISTRIBUTING INC	\$74.59
6/7/22	6030773	TOTAL RECLAIM INC	\$461.45
6/7/22	6030774	HARNISH GROUP INC	\$1,758.40
6/7/22	6030775	REXEL USA INC	\$121.67
6/7/22	6030776	NORTH COUNTY OUTLOOK INC	\$405.00
6/7/22	6030777	CASNE ENGINEERING INC	\$33,985.47
6/7/22	6030778	QUALITROL COMPANY LLC	\$2,231.28
6/8/22	6030779	ALS GROUP USA CORP	\$152.00
6/8/22	6030780	ASSOCIATED PETROLEUM PRODUCTS INC	\$92,768.76
6/8/22	6030781	CENTRAL WELDING SUPPLY CO INC	\$724.18
6/8/22	6030782	HOWARD INDUSTRIES INC	\$121,723.05
6/8/22	6030783	MOTOR TRUCKS INTL & IDEALEASE INC	\$1,118.13
6/8/22	6030784	MYERS & SONS HIWAY SAFETY INC	\$5,024.45
6/8/22	6030785	NELSON DISTRIBUTING INC	\$206.54

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
6/8/22	6030786	NORTH COAST ELECTRIC COMPANY	\$5,501.77
6/8/22	6030787	STAR RENTALS INC	\$1,353.48
6/8/22	6030788	STELLAR INDUSTRIAL SUPPLY INC	\$1,222.20
6/8/22	6030789	BRAKE & CLUTCH SUPPLY INC	\$437.71
6/8/22	6030790	COLEHOUR & COHEN INC	\$9,504.75
6/8/22	6030791	GREENSHIELDS INDUSTRIAL SUPPLY INC	\$465.82
6/8/22	6030792	EDGE ANALYTICAL INC	\$462.00
6/8/22	6030793	GENERAL PACIFIC INC	\$189,735.37
6/8/22	6030794	LONE MOUNTAIN COMMUNICATIONS LLC	\$3,035.45
6/8/22	6030795	MORGAN SOUND	\$593.46
6/8/22	6030796	NORTHWEST CASCADE INC	\$374.24
6/8/22	6030797	SOUND SAFETY PRODUCTS CO INC	\$6,005.16
6/8/22	6030798	STATE OF WASHINGTON	\$2,575.56
6/8/22	6030799	ALTEC INDUSTRIES INC	\$1,539.62
6/8/22	6030800	ANIXTER INC	\$67,962.23
6/8/22	6030801	CAPITAL ARCHITECTS GROUP PC	\$2,301.40
6/8/22	6030802	TRAFFIC CONTROL PLAN CO OF WA LLC	\$350.00
6/8/22	6030803	OAC SERVICES INC	\$2,174.76
6/8/22	6030804	NORTHWEST HYDRAULIC CONSULTANTS INC	\$1,649.06
6/8/22	6030805	UTILITY TRAILER & EQUIP SALES NW LL	\$2,637.60
6/8/22	6030806	STILLY RIVER MECHANICAL INC	\$10,700.00
6/8/22	6030807	AA REMODELING LLC	\$470.00
6/8/22	6030808	STEPHANIE O'BRIEN	\$125.00
6/8/22	6030809	ADRIAN SARDANETA	\$92.00
6/8/22	6030810	TRAVIS POLLOCK	\$102.00
6/8/22	6030811	GIUSEPPE FINA	\$624.77
6/8/22	6030812	AUSTIN DANIEL	\$125.00
6/9/22	6030813	ASPLUNDH TREE EXPERT LLC	\$61,037.72
6/9/22	6030814	ASSOCIATED PETROLEUM PRODUCTS INC	\$46,224.19
6/9/22	6030815	DAVID EVANS & ASSOCIATES INC	\$32,157.84
6/9/22	6030816	NELSON DISTRIBUTING INC	\$3,778.06
6/9/22	6030817	NORTH COAST ELECTRIC COMPANY	\$365.49

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
6/9/22	6030818	PTC INC	\$2,110.17
6/9/22	6030819	ROMAINE ELECTRIC CORP	\$698.19
6/9/22	6030820	RWC INTERNATIONAL LTD	\$1,288.69
6/9/22	6030821	STAR RENTALS INC	\$1,345.89
6/9/22	6030822	TACOMA SCREW PRODUCTS INC	\$1,323.48
6/9/22	6030823	WILLIAMS SCOTSMAN INC	\$6,080.47
6/9/22	6030824	BIGFOOT CONSTRUCTION EQUIPMENT INC	\$2,300.13
6/9/22	6030825	DACO CORPORATION	\$7,715.76
6/9/22	6030826	DUNLAP INDUSTRIAL HARDWARE INC	\$945.37
6/9/22	6030827	EDGE ANALYTICAL INC	\$264.00
6/9/22	6030828	HD FOWLER COMPANY INC	\$68.55
6/9/22	6030829	MILLIMAN INC	\$1,093.51
6/9/22	6030830	LOUIS F MATHESON CONSTRUCTION INC	\$3,528.34
6/9/22	6030831	SEATTLE AUTOMOTIVE DISTRIBUTING INC	\$498.50
6/9/22	6030832	SOUND SAFETY PRODUCTS CO INC	\$112.59
6/9/22	6030833	VISION METERING LLC	\$48,600.00
6/9/22	6030834	WEX BANK	\$86,327.55
6/9/22	6030835	ALTEC INDUSTRIES INC	\$138.91
6/9/22	6030836	THE GOODYEAR TIRE & RUBBER CO	\$6,869.33
6/9/22	6030837	EQUINOX RESEARCH & CONSULTING	\$7,022.36
6/9/22	6030838	HARNISH GROUP INC	\$119.42
6/9/22	6030839	DUTHIE ENTERPRISES INC	\$12,603.96
6/9/22	6030840	THE ADT SECURITY CORPORATION	\$11,992.31
6/9/22	6030841	BREEZE FREE INC	\$1,500.00
6/9/22	6030842	CLEAN CRAWL INC	\$652.00
6/9/22	6030843	CM HEATING INC	\$5,300.00
6/9/22	6030844	GIUSEPPE FINA	\$1,698.40
6/9/22	6030845	CODY BROULLETT	\$102.00
6/10/22	6030846	HOWARD INDUSTRIES INC	\$28,220.12
6/10/22	6030847	MR TRUCK WASH INC	\$1,960.97
6/10/22	6030848	STAR RENTALS INC	\$980.22
6/10/22	6030849	ALL BATTERY SALES & SERVICE	\$321.18

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
6/10/22	6030850	ALLIED ELECTRONICS INC	\$68.89
6/10/22	6030851	THYCOTIC SOFTWARE LLC	\$3,606.92
6/10/22	6030852	THE GOODYEAR TIRE & RUBBER CO	\$16.57
6/10/22	6030853	AMAZON WEB SERVICES INC	\$1,551.06
6/10/22	6030854	MURRAYSMITH INC	\$7,001.00
6/10/22	6030855	SCOTT SPAHR	\$425.88
6/10/22	6030856	JOHN HAARLOW	\$951.00
6/10/22	6030857	PAUL KISS	\$2,055.52
6/10/22	6030858	AMY LEE	\$98.28
Total:			\$3,832,400.78

Detailed Disbursement Report

Accounts Payable Wires			
Payment Date	Payment Ref Nbr	Payee	Amount
6/3/22	7002551	US BANK	\$28,632.23
6/6/22	7002552	ICMA-RC	\$243,729.22
6/6/22	7002553	PUBLIC UTILITY DIST NO 1 OF SNOHOMI	\$33,880.73
6/6/22	7002554	ICMA-RC	\$645,242.17
6/10/22	7002555	ICMA-RC	\$38,202.40
6/10/22	7002556	CRAWFORD & COMPANY	\$2,262.74
Total:			\$991,949.49

Detailed Disbursement Report

Payroll			
Period End Date	Payment Ref Nbr	Payee	Amount
6/3/22	5300000636	PUD EMPLOYEES - DIRECT DEPOSIT	\$4,421,926.78
6/7/22	844649 - 844665	PUD EMPLOYEES - WARRANTS	\$30,047.40

Detailed Disbursement Report

Automatic Debit Payments			
Payment Date	Payment Ref Nbr	Payee	Amount
6/1/2022	5300000622	WELLNESS BY WISHLIST INC	\$12,337.24
6/3/2022	5300000623	WELLNESS BY WISHLIST INC	\$15,115.11
6/1/2022	5300000624	US BANK NATIONAL ASSN	\$3,324,625.90
6/1/2022	5300000625	US BANK NATIONAL ASSN	\$135,250.00
6/1/2022	5300000626	US BANK NATIONAL ASSN	\$3,090,625.00
6/1/2022	5300000627	US BANK NATIONAL ASSN	\$219,272.53
6/1/2022	5300000628	VOID	\$0.00
6/1/2022	5300000629	US BANK NATIONAL ASSN	\$1,967,125.00
6/1/2022	5300000630	US BANK NATIONAL ASSN	\$368,035.60
6/1/2022	5300000631	US BANK NATIONAL ASSN	\$363,750.00
6/1/2022	5300000632	US BANK NATIONAL ASSN	\$999,625.00
6/1/2022	5300000633	US BANK NATIONAL ASSN	\$21,125.00
6/1/2022	5300000634	US BANK NATIONAL ASSN	\$142,875.00
6/1/2022	5300000635	VOID	\$0.00
6/3/2022	5300000636	ADP INC	\$1,075,961.54
6/2/2022	5300000637	ELAVON INC DBA MERCHANT S	\$3,629.74
6/2/2022	5300000638	VOID	\$0.00
6/10/2022	5300000639	WELLNESS BY WISHLIST INC	\$24,611.60

Total: \$11,763,964.26



BUSINESS OF THE COMMISSION

Meeting Date: June 21, 2022

Agenda Item: 4A

TITLE

Consideration of a Resolution Authorizing the CEO/General Manager or His Designee to Execute an Amended and Restated North Mountain Substation Operation and Maintenance Agreement Between the District and the City of Seattle, City Light Department

SUBMITTED FOR: Items for Individual Consideration

Power Supply	Garrison Marr	8268
Department	Contact	Extension
Date of Previous Briefing:	June 7, 2022	
Estimated Expenditure:	Estimated \$600,000 / Year	Presentation Planned <input type="checkbox"/>

ACTION REQUIRED:

- | | | |
|---|-------------------------------------|--|
| <input type="checkbox"/> Decision Preparation | <input type="checkbox"/> Incidental | <input type="checkbox"/> Monitoring Report |
| <input type="checkbox"/> Policy Discussion | (Information) | |
| <input checked="" type="checkbox"/> Policy Decision | | |
| <input type="checkbox"/> Statutory | | |

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts

Ends Policy E-1 (2.1) Utilities are of high quality.

Ends Policy E-1 (5.3) Costs are reasonably predictable year to year.

The District and Seattle City Light – City Light Department (City Light) entered into a North Mountain Operations and Maintenance Agreement in August 1991 (1991 Agreement) to provide payment to City Light for operation and maintenance activities at the North Mountain Substation. The 1991 Agreement expires on July 31, 2022.

For more than a year, District and City Light staff have worked collaboratively to extend and update the 1991 Agreement. On June 7, 2022, District staff presented at a properly noticed public meeting key highlights, changes, and a recommendation that the new agreement be signed and executed with an effective date of August 1, 2022.

The District and City Light desire to continue to benefit from this unique relationship by executing the 2022 Operations and Maintenance Agreement. The new agreement improves transparency and visibility of maintenance costs, improves billing openness, and provides long

term maintenance plans including annual capital project estimates. The new agreement also includes provisions for amendments and improvements to scheduled maintenance and capital improvement projects.

List Attachments:

Resolution

Exhibit A

RESOLUTION NO. _____

A RESOLUTION Authorizing the CEO/General Manager or His Designee to Execute an Amended and Restated North Mountain Substation Operation and Maintenance Agreement Between the District and the City of Seattle, City Light Department

WHEREAS, the Public Utility District No 1 of Snohomish County (“District”) serves its Darrington area customers by contracting with City of Seattle, City Light Department (“City Light”) to transfer electrical energy from the Bonneville Power Administration over Seattle’s Gorge to Snohomish transmission line to an interconnection with the District’s Darrington area load at the North Mountain Substation; and

WHEREAS, the District and City Light are parties to an August 1, 1991, operations and maintenance agreement (“O&M Agreement”), under which the District provides payment to City Light for certain operation and maintenance activities at the North Mountain Substation; and

WHEREAS, the 1991 O&M Agreement expires on July 31, 2022; and

WHEREAS, the District and City Light desire to amend and restate the O&M Agreement as attached in Exhibit A herein to extend the term to July 31, 2042 and to reflect, among other things, a new annual O&M plan and accounting updates; and

WHEREAS, the District’s Board of Commissioners find that the proposed amended and restated O&M Agreement is fair and reasonable and will meet the District’s objectives and needs.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Public Utility District No.1 of Snohomish County, the CEO/General Manager or his designee is authorized to execute the Amended and Restated North Mountain Substation Operation and

Resolution No. _____

- 2 -

Maintenance Agreement between the District and City of Seattle, City Light Department,
substantially in the form attached hereto as Exhibit A.

PASSED AND APPROVED this 21st day of June, 2022.

President

Vice-President

Secretary

**Amended and Restated North Mountain Substation
Operation and Maintenance Agreement Between**

The City of Seattle, City Light Department

And the

Public Utility District No. 1 Snohomish County

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6	Operations	
7	Expenses and Payment	
8	Insurance	
9	Release	
10	Indemnification Regarding North Substation	
11	Force Majeure	
12	Dispute Resolution	
13	Continuity of Service	
14	Assignment	
15	Review and Termination	
16	Removal of Facilities and Payment Therefor	
17	Representatives of the Parties – Notices	
18	No Waiver	
19	Status of Parties	
20	Whole Agreement	
21	Amendment	
22	Severability	
23	Legal Relations	
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Exhibit A	Statutory Warranty Deed	
Exhibit B	Easements	
Exhibit C	Seattle Owned Equipment	
Exhibit D	District Owned Equipment	
Exhibit E	North Mountain Diagrams and Drawings	
Exhibit F	Reserved	
Exhibit G	North Mountain Security and Access Control	
Exhibit H	North Mountain Operational Coordination	
Exhibit I	Notices	

This AMENDED AND RESTATED NORTH MOUNTAIN SUBSTATION OPERATION AND MAINTENANCE AGREEMENT ("O&M Agreement") is entered into by THE CITY OF SEATTLE, CITY LIGHT DEPARTMENT ("City" or "Seattle"), and PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, WASHINGTON ("District"), municipal corporations of the State of Washington, hereinafter individually referred to as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the District and Seattle entered into an operation and maintenance agreement effective August 1, 1991 ("1991 Agreement") for the North Mountain substation ("Substation"); and

WHEREAS, the District purchased the land for the Substation and conveyed the property title and rights acquired specifically for the substation to Seattle prior to the commercial operation of the Substation; and

WHEREAS, the District and Seattle have continuously operated and maintained the Substation under the 1991 Agreement: and

WHEREAS, the 1991 Agreement expires on July 31, 2022 and the Parties wish to continue sharing in the operation and maintenance of the Substation as detailed in this O&M Agreement; and

WHEREAS, the Parties desire to provide herein for equitable payment for the maintenance of such equipment; and

WHEREAS, the Energy Policy Act of 2005 authorized the Federal Energy Regulatory Commission, to approve Reliability Standards with which users, owners and operators of the Bulk Power System are required to comply; and

WHEREAS, Seattle is the Registered Entity with compliance responsibility for the Reliability Standards applicable to Seattle-owned equipment described herein; and

WHEREAS, The District is the Registered Entity with compliance responsibility for the Reliability Standards applicable to the District-owned equipment described herein; and

WHEREAS, the District has contracted with the Bonneville Power Administration ("BPA") to purchase electrical energy for delivery to District customers that cannot be served by the resources of the District; and

WHEREAS Seattle will transfer power from BPA's Snohomish Substation to the North Mountain Substation under terms and conditions of the Power Transfer Agreement or a successor agreement , and the Telecommunications Agreement will provide for the operation and maintenance of the communication systems for the Substation; which together with this Agreement, are "the Agreements" necessary for Seattle to transfer power to the District's Darrington area customers; and

WHEREAS, Seattle has no current or future identified need for the Substation for the operation of its own electrical system in the absence of the District's request to interconnect with Seattle for increased District service reliability to the District's Darrington area customers, and it is the intention of the Parties that Seattle operate the Substation for the primary purpose of facilitating delivery the District's power to the District, within the constraints of Seattle and BPA's system.

NOW, THEREFORE, the Parties agree as follows

1. **Terms of Agreement**

1.1. This Agreement shall take effect at 0000 hours on August 1st, 2022, and shall expire at 2400 hours on July 31st, 2042, unless terminated by agreement of the Parties.

1.2. This Agreement may be extended, amended, or terminated upon mutual agreement of the Parties

1.3. In the event that the Agreement is terminated, all liabilities incurred hereunder are hereby preserved until satisfied.

On its effective date, this Agreement terminates and replaces in its entirety, the prior 1991 Agreement. All Obligations incurred under the prior agreement shall be preserved until fully satisfied.

2. **Definitions**

When used in this Agreement, the following terms have the meaning shown below:

2.1. "Business Day" means any day that is normally observed by the Federal Government as a workday.

2.2. "FERC" is the Federal Energy Regulatory Commission

2.3. "NERC" is the North American Electric Reliability Corporation.

2.4. "Reliability Standard" means a requirement, approved by the United States Federal Energy Regulatory Commission under Section 215 of the Federal Power Act, or approved or recognized by an applicable governmental authority in other jurisdictions, to provide for reliable operation of the bulk power system. The term includes requirements for the operation of existing bulk-power system

facilities, including cybersecurity protection, and the design of planned additions or modifications to such facilities to the extent necessary to provide for reliable operation of the bulk-power system, but the term does not include any requirement to enlarge such facilities or to construct new transmission capacity or generation capacity.

- 2.5. "Actual Costs" include the Operation & Maintenance as well as Capital costs which are typically comprised of direct labor and benefits, parts, materials, equipment, services, administrative and general costs, taxes, payments in lieu of taxes, licenses fees, and permits. Capital costs financed by Seattle will accrue interest at Seattle's average annual borrowing rate. Seattle accounts for all of its transactions in accordance with Generally Accepted Accounting Principles (GAAP).

3. **Ownership of Facilities and Equipment**

- 3.1. The District has conveyed the Substation site to Seattle by statutory warranty deed in fee simple, together with additional real property rights specifically acquired by the District for this project. A copy of said statutory warranty deed, which was filed (AF#9105240041) with the Snohomish County Auditor on May 24, 1991, is contained in Exhibit A, which together with other designated exhibits herein, is attached to and by this reference made a part of this Agreement. The District hereby conveys, transfers and assigns to Seattle all approvals, permits, and licenses obtained by it from any governmental Subdivision, for construction, use, maintenance, and operation of the Substation.
- 3.2. Seattle has conveyed an easement to the District to erect, operate, maintain, repair, rebuild and patrol two 12.5 kV electric distribution lines and related facilities over and across a portion of Seattle's Skagit Transmission Line Right-of-Way which Seattle owns, and Seattle has consented to said use by the District over Seattle's Skagit Transmission Line Right-of-Way over which Seattle holds easement rights only. The Easement and Consent Agreement was recorded and filed with the Auditor of Snohomish County on May 24, 1991, and a copy is contained in Exhibit B, however, paragraph 16 of the Easement and Consent Agreement is superseded by the provisions of the Agreements.
- 3.3. Insofar as Seattle has the necessary rights, an easement from Seattle to the District shall be conveyed for the right, privilege, and authority to operate and maintain, repair, and replace the existing 12.5 kV equipment outlined in Exhibit D for a portion of the Substation described in the said Easement necessary for service to District's Darrington area customers. A copy of the Substation

easement is contained in Exhibit B. Said Easement further grants the District rights of vehicular ingress and egress over lands adjacent to the Substation specifically described in the Easement. Seattle further reserves the right to the exclusive use of the storage room. Should the District's operation and maintenance cause disruption to or physical modification of Seattle's owned facilities and equipment, the District shall be responsible for restoration of the same.

- 3.4. Title to and ownership of the plant and equipment installed in the Substation, and specified in Exhibit C, shall be and remain with Seattle.
- 3.5. The property, plant and equipment, and rights hereto, listed in Exhibits A and C are part of Seattle's electric system.
- 3.6. Title to and ownership of equipment specified in Exhibit D is and will remain with the District.
- 3.7. Title to and ownership of any equipment located on the property that is not listed in either Exhibits A, C or D is hereby conveyed to Seattle.
 - 3.7.1. If a dispute arises over the ownership of an item(s) not listed in Exhibits C or D, the District will notify Seattle and state the reason why they believe they own the item(s) in question and the Parties will make a good faith effort to resolve the ownership of the disputed item.
- 3.8. The point of physical integration of the District's 12.5 kV distribution service to Seattle is at the point of connection to the 230 kV transformer bushings. The bushings and the transformer are owned by the District as set forth in Exhibit D. This point shall continue to separate ownership of electric plant between Seattle and the District as shown in Exhibit E. All common facilities used by the Parties are owned by Seattle, unless otherwise provided herein.
- 3.9. Renewals, replacements, modifications or additions to the Substation and equipment including the common facilities that are reasonably necessary to facilitate the transfer of power in a manner compatible with Seattle's operation, maintenance, power transfer, and communications service will be done by and become property of Seattle and be paid for by the District according to the provisions of Section 4.3 or 7.3. Future renewals and replacements to the transformers and 12.5 kV distribution equipment at the Substation necessary to facilitate the District's transformation and distribution of power in a manner compatible with the District's system operations and Seattle's

Interconnection Requirements will be done by and become property of the District and be paid for by the District.

3.10. Exhibits C, D, and E shall be reviewed by the Representatives of the Parties on an as needed basis. Revisions to the aforementioned exhibits will be agreed to by both Parties through written or digital agreement.

3.11. The Parties shall identify the major station components and equipment specified in Exhibits C and D, tools stored on site, and future modifications, by permanently affixing thereto suitable tags, stencils, stamps, or other markers plainly stating who owns the property, but failure to do so shall not affect title and ownership of such equipment.

3.12. This Agreement shall not convey title or ownership of any kind to the facilities or transmission system of Seattle to the District, nor will it confer on the District any right to use any part of Seattle's transmission system. The District shall not use rights obtained under this Agreement to provide transmission or any other services for any other person, municipality, association, or other entity.

4. **Responsibility for Operations and Maintenance**

4.1. Seattle will operate and maintain the property and equipment of Seattle, which are designated and described in Exhibits A and C, in the same manner in which Seattle maintains similar facilities of its own and in accordance with good utility practices. BPA will own, operate and maintain the billing meters. Seattle shall operate and maintain Seattle facilities in accordance with NERC Reliability Standards and in a neat and orderly manner so as not to be hazardous to life or property. Seattle generated debris shall be removed or otherwise disposed of to reduce threat of fire and a degradation of the environment.

4.2. Unless otherwise provided for herein, the District will operate and maintain its facilities and equipment, which are designated and described in Exhibit D, in the same manner in which it operates and maintains similar facilities and equipment it owns and in accordance with good utility practices. The District shall operate, maintain, and keep District facilities in accordance with NERC Reliability Standards and in a neat and orderly manner so as not to be hazardous to life or property. District generated debris shall be promptly removed or otherwise disposed of to reduce threat of fire and a degradation of the environment.

4.3. Seattle shall develop and submit to the District a comprehensive plan for routine operation and maintenance activities to be performed upon Seattle's equipment and North Mountain Substation ("O&M Plan"). Seattle shall limit the O&M Plan to include all

activities that are routinely performed at similar facilities that are maintained and operated by Seattle. These activities include and are not limited to inspection, major and minor maintenance, testing, work to maintain access, and vegetation management.

4.3.1. The O&M Plan shall include a monthly cost estimate for each O&M Plan year.

4.3.2. The O&M Plan shall be updated annually for the following year on or before May 1st of each year and shared with the District as a draft. The District will have thirty (30) days to request a meeting or review time extension to discuss the O&M Plan.

4.3.2.1. Seattle will endeavor to include known periodic work and projects in the O&M Plan.

4.3.3. At the sole discretion of Seattle, the timing and type of activities performed by Seattle may differ from the O&M Plan.

4.3.4. Seattle shall endeavor to provide thirty (30) days written notice to the District for periodic operations and maintenance activities not included in the O&M Plan that will result in exceeding the monthly estimated O&M Plan cost by 100% or more. The District may request a meeting with Seattle to discuss the periodic activity. In any such meeting, Seattle shall explain the periodic activity not included in the O&M Plan and that exceeds the O&M Plan monthly estimated cost by 100% or greater amount.

4.3.5. If Seattle, in its sole judgement, determines that an emergency condition exists that requires any operation and maintenance activity necessary to preserve system reliability or promptly restore the operation of the North Mountain Substation, it may commence work immediately and retroactively provide notice to the District as soon as practicable thereafter. The District may request a meeting with Seattle to discuss any emergency activities within thirty (30) days of receiving notice of such.

4.4. Seattle will operate and maintain both the indoor and outdoor common facilities to be used by both Parties in the same manner in which it operates and maintains its own; and the District shall have access to these facilities, except the Storage Room pursuant to Subsection 3.3.

4.5. The District shall supply Seattle with station service power for the operation and maintenance of all North Mountain Substation property and equipment required by Seattle. The District owns all the station service transformers listed in Exhibit D, but Seattle owns the automatic transfer switch for Seattle's station service.

- 4.6. The maintenance of all the batteries used for the North Mountain Substation will be the responsibility of Seattle, but Seattle is not a guarantor of the battery system.
- 4.7. The District shall provide voice telephone service over a common carrier from the work room that will be available to all employees using the station for station communications and for Substation business. This telephone is separate from the District OPX provided under the Telecommunications Agreement. Seattle will provide a Seattle-owned PAX telephone line in the control room for communications with Seattle dispatcher and for other Substation business, which is the same phone referenced in the Telecommunications Agreement.
- 4.8. Seattle and the District shall provide and maintain adequate protective equipment sufficient to prevent damage to their own systems, including but not limited to, system disturbances or other anomalies. Adequacy shall be determined based upon good utility practice, but neither Party shall be deemed a guarantor of the effectiveness of the protective equipment.
- 4.9. The Parties shall cooperate and coordinate with each other regarding the installation, operation and maintenance and future renewals, replacements, retirements, additions or modifications to or from the equipment they own in the Substation, including furnishing any plans, drawings, specifications, documentation, and information relating to its requirements or property plant and equipment as may reasonably be requested by the other Party.
- 4.10. A drawing of the Plot Plan (D30450) and Control House (D-30531) for the Substation and one-line drawings of the District's 12.5 kV system S-8802, and Seattle's 230 kV system D-30485, are contained in Exhibit E. Drawings of the Conduit and Cable Trench Plan (D-30515, D-30516, D-30517) and the Oil Containment Plan (D-58807) are also contained in Exhibit E. Whenever there is a revision by either the District or Seattle, to any of the property, plant or equipment referenced by these drawings, the Party making the change will provide the other an updated drawing to reflect the change.
- 4.11. Whenever the District or Seattle makes a change to their own system that can affect the operation of the other's system under normal or emergency conditions, revised drawings of the change will be provided to the other Party.

5. **Security and Access Control**

- 5.1. Security and Access control of facilities will be governed by Exhibit G North Mountain Security and Access Control Letter of Agreement

5.1.1. Exhibit G will be periodically reviewed by the Parties and amended by mutual

agreement.

6. **Operations**

6.1. Operations will be governed by Exhibit H North Mountain Operational Coordination Letter of Agreement

6.1.1. Exhibit H will be periodically reviewed by the Parties and amended by mutual agreement.

7. **Expenses and Payment**

7.1. Beginning on the first day of August, 2022, the District will pay to Seattle monthly, the amounts and charges set forth below. If any new regulatory fees or taxes payable by the City are imposed by any federal, state, or local government upon services, revenues, or income of Seattle by reason of the services provided hereunder, the District shall pay, in addition to the charges herein specified, an amount sufficient to cover any such incremental taxes or regulatory fees payable by Seattle.

7.2. In consideration of the equipment and services to be provided by Seattle in operating and maintaining the Substation, and in accordance with Subsection 7.1 of this Agreement, the District shall pay to Seattle monthly the following amounts and charges. The District shall reimburse Seattle for the Actual Cost of operating and maintaining the Substation by paying the Reimbursable Operation and Maintenance Expense. The Reimbursable Operation and Maintenance Expenses shall be calculated as described below.

7.2.1. Actual Cost of Operating and Maintenance Expenses shall be accounted for by Seattle in accordance with Generally Accepted Accounting Principles (GAAP).

7.3. Replacement, additions and modifications by Seattle for the North Mountain City-owned facilities or equipment, which are capitalized by Seattle in accordance with Generally Accepted Accounting Principles, shall be considered separately from Reimbursable Operation and Maintenance Expense as described in Subsection 7.2. Equipment or facilities requiring installation due to safety, security, or regulations, replacement due to defect, obsolescence, damage, or wear or changes which are necessary for the cost-effective operation and maintenance of the North Mountain system, including the Substation and the interconnecting line, shall be billed to the District on an Actual Cost.

7.3.1. Expenses for work related to an periodic activity performed pursuant to Section 4.3.4 shall be tracked through a work order or other accounting means such that the actual expenses can be accurately recorded and shall be billed separately from the expenses of routine activities contained in the O&M Plan. The District shall reimburse Seattle for Actual Cost for an periodic activity, except that the total amount of reimbursement by the District shall be limited to 125 percent of the estimate for the periodic activity, unless the Parties have agreed in writing to a revision of the estimate.

7.3.2. Except in the event of an emergency requiring immediate action, Seattle shall give to the District at least thirty (30) days' notice prior to the date it takes action pursuant to Subsections 7.3 to renew, replace, add or modify Seattle-owned facilities or equipment at the Substation having an expected cost in excess of \$100,000.

7.4. Billing and payment will occur monthly in accordance with the following:

7.4.1. The accounting period for billing under this Agreement shall be the first day of the calendar month to the last day of the calendar month unless otherwise agreed in writing between the Parties' Representative. By the twenty fifth day of the first month of the next calendar quarter, Seattle will prepare and submit to the District an invoice.

7.4.2. The District shall pay Seattle the amount due under any invoice no later than thirty days after the date of the invoice. Seattle shall transmit via email or other acceptable means the invoice no later than 5 days after the date on the invoice.

7.4.3. A late charge of 1 percent per month shall be added to the invoiced amount that is not paid within the time limits set forth in Subsection 7.4.2.

7.4.4. In the event any invoice, or part thereof, is disputed, payment of the invoice as rendered shall be made when due, with subsequent invoice being adjusted for any amount found to be in error. Interest at the rate of 1% per month shall be included in the final monetary settlement of any adjustment due to either Party. Such interest shall run from the date of receipt of the original payment to the date of settlement of any adjustment.

7.4.5. Seattle may combine invoices for this Agreement with other bilateral District-City Agreements into one monthly billing, but the itemized cost of each Agreement will be identified separately.

8. **Insurance**

8.1. The District shall maintain at its expense through the term of this Agreement, a policy or policies of comprehensive fire and casualty insurance in an amount sufficient to replace North Mountain substation, including all equipment and interconnections with the Gorge to Snohomish Transmission System. The 2022 minimum amount shall be \$5 million. Self-insurance coverage by the District is a satisfactory alternative to Seattle. Any such policy or policies shall name the City of Seattle as an additional insured. If any fire or casualty loss at such facilities exceeds the amount of such insurance and coverage, the District shall pay to Seattle the amount of difference between the insured or covered amount and the actual loss in order to compensate Seattle for its full reconstruction expense, unless the District elects to terminate the Agreement, pursuant to Subsection 15.2.

9. **Release**

9.1. Each Party releases the other from liability for loss or damage to it which shall include, but not be limited to, consequential damages and the loss of use or profit, which arises out of or in connection with the negligence of a Party, or negligence any officer, agent, or employee of a Party, under this Agreement.

10. **Indemnification Regarding North Substation**

- 10.1. To the maximum extent allowed by law, including R.C.W. 35.32A.090, each Party shall defend, indemnify and hold harmless the other Party, its successors and assigns, and the respective directors, officers, employees and agents of the other Party and its successors and assigns (collectively referred to as the "Indemnitees") from any and all claims, losses, costs, liabilities, damages and expenses (including but not limited to, reasonable attorneys' fees) caused by the negligence of the other Party or anyone acting on the other Party's behalf
- 10.2. A Party shall not be liable to the other Party's customers for any interruption to the service or property damage caused by the provision of service, and each Party hereby indemnifies, protects and saves harmless the other Party against any and all such claims or demands, suit or judgment for loss, liability, damages and expenses.
- 10.3. Indemnity, protection and hold harmless shall include any demand, claim, suit or judgment for damages to property or injury to or death of persons, including officers, agents, and

employees of either party hereto including payment made under or in connection with the Workers' Compensation Law or under any plan for employees' disability and death benefits.

- 10.4. It is further specifically and expressly understood that, solely to the extent required to enforce the indemnification provided herein, the District and Seattle waive their immunity under RCW Title 51 as provided in RCW 4.24.115; provided, however, the foregoing waiver shall not in any way preclude either Party from raising such immunity as a defense against any claim brought against a Party by any of its employees. This waiver has been mutually negotiated by the Parties.

11. Force Majeure

- 11.1. "Force Majeure" means an event or circumstance that prevents a Party from performing its obligations under this Agreement, which event or circumstance:

11.1.1. Is not within the control of or the result of the fault or negligence of the Party claiming its occurrence, and

11.1.2. Which by the exercise of due diligence and foresight could not reasonably have been avoided, including acts of God; sudden action of the elements such as floods, earthquakes, hurricanes, or tornados, lightening, fire, ice storms, smoke or other particulates from volcanoes; sabotage; vandalism beyond that which could reasonably be prevented; terrorism; war; riots; explosion; blockades; insurrection; strikes by third parties, breakdowns of, or damage to facilities, court order, acts of government authority, electrical disturbances of any kind, and acts of omissions or third parties;

11.1.2.1. Inability, or excess cost to procure any equipment necessary to perform the obligation of this Agreement.

11.1.2.2. Acts or omissions of a third party unless such acts or omissions are themselves excused by reason of Force Majeure.

11.1.2.3. Mechanical or equipment breakdown or inability to operate, attributable to circumstances occurring within design criteria and normal operating tolerances of similar equipment unless such breakdown or condition was itself caused by an event of Force Majeure; or

11.1.2.4. Changes in market conditions.

- 11.2. Applicability of Force Majeure

11.2.1. Neither Party shall be responsible or liable for any delay or failure in its performance under this Agreement, nor shall any delay, failure, or other occurrence or event become an event of default, to the extent such delay, failure, occurrence or event is substantially caused by conditions or events of Force Majeure, provided that;

11.2.1.1. The non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the Force Majeure.

11.2.1.2. The suspension of performance is of no greater scope and no longer duration than is required by the Force Majeure.

11.2.1.3. The non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing actions taken to end the Force Majeure; and

11.2.1.4. When the non-performing Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.

11.2.2. Except as otherwise expressly provided for in this Agreement, the existence of a condition or event of Force Majeure shall not relieve the Parties of their obligations under this Agreement (including, but not limited to, payment obligations) to the extent that performance of such obligations is not precluded by the conditions or event of Force Majeure.

12. Dispute Resolution

12.1. The Parties recognize that cooperation and communication are essential to resolving issues quickly and efficiently. If any dispute arises in regard to the terms or conditions of this Agreement, then the parties shall meet and engage in good faith discussions with the objective of settling the dispute within thirty (30) days after either party requests such a meeting.

12.2. If the dispute remains unresolved at the end of thirty (30) days, the matter shall be referred to designated senior managers from each Party, who shall meet and engage in good faith discussions with the objective of settling the dispute.

12.3. If the parties cannot resolve the dispute within ninety (90) days from commencing dispute resolution, the parties shall refer the dispute to mediation using a mediator

mutually agreeable to the parties. If these representatives cannot resolve the dispute within fourteen (14) calendar days after referral of the dispute to mediation, either party may seek resolution of the dispute through litigation or other judicial proceedings in Superior Court of King County.

13. Continuity of Service

- 13.1.** Except for the District's obligation to pay the charges described in this Agreement, neither Party hereto shall be liable to the other, or any other person or entity for, or be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by a Force Majeure or by any action taken by either Party which is, in its sole judgement, necessary or prudent to protect the performance, reliability, or stability of its electric system, or any electric system with which it is interconnected, whether such actions occur automatically or manually, which action shall not be deemed to be "willful misconduct" for purposes of this Agreement.

14. Assignment

- 14.1.** This Agreement shall not be assigned by either Party without the prior written approval of the other.

15. Review and Termination

- 15.1.** The District may terminate this Agreement at any time upon twelve (12) months prior written notice to Seattle, and provided that similar notices of termination are provided by it with respect to the Power Transfer and Telecommunications Agreements.
- 15.2.** The District may terminate this Agreement upon prompt written notice to Seattle in the event of catastrophic loss or damage to the Substation which precludes transfer of power to the District. In such case, if loss or damage to City-owned equipment or property at the Substation has occurred, a) the District shall reimburse Seattle for all costs, including environmental expenditures, reasonably incurred by it to clean up the affected substation area, and b) the District shall pay to Seattle an amount equal to the cost reasonably estimated by Seattle to restore the direct Gorge to Snohomish 230kV transmission line.
- 15.3.** Seattle may terminate this Agreement at any time upon (120) days prior written notice to the District in the event of nonpayment of charges. If payment of such charges is made by the District within the 120-day notice period, this agreement shall not be terminated.

- 15.4. Seattle may terminate this Agreement at any time upon twelve (12) months prior written notice to the District, for the District's failure to comply with the provisions of Subsection 2.9, or the District's failure to otherwise comply with any material provision of this Agreement, unless the District rectifies the violation to the satisfaction of Seattle.
- 15.5. If upon termination, either Party is required to commence an action to recover or to enforce obligations incurred prior to such termination, the prevailing Party shall be entitled to reasonable attorneys' fees and costs, plus interest on the unpaid amount.
- 15.6. The Parties agree that on or before February 1, 2040, they will begin to discuss appropriate terms and conditions which could be incorporated into a new or extended Agreement in view of all applicable factors including existing and prospective Darrington area load and use of Seattle's Gorge to Snohomish transmission system.
- 15.7. Six months prior to the expiration of this Agreement, and following the procedures agreed to by the Parties, Seattle will offer to extend this Agreement provided hereunder for a term and on conditions then deemed to be just and reasonable by both Parties
- 15.8. The provisions of this Article shall not limit any remedy at law or equity otherwise available to either Party.

16. Removal of Facilities and Payment Therefor

- 16.1. The District will remove its equipment in the Substation within 180 days when deliveries of electric energy from Seattle are terminated pursuant to Section 15 or upon agreement by the Parties hereto that such facilities and equipment are no longer required. Such removal shall include the repair of any damage to Seattle's facilities resulting from the removal of the District facilities or equipment.
- 16.2. The District shall reimburse Seattle for all costs, including environmental expenditures, reasonably incurred by it to clean up the affected substation area after equipment removal.

17. Representatives of the Parties and Notices

- 17.1. Representatives of the Parties will be contained in Exhibit I Notices.
- 17.1.1. Either Party can revise their respective Exhibit I Representative contact information without mutual consent. Exhibit I revisions shall be communicated as soon as practicable to the other party.

18. No Waiver

- 18.1. The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.

19. Status of Parties

- 19.1. Each Party to this Agreement will perform services as an independent contractor with respect to the other. Any work or service performed by either Party is deemed performed for that Party, and no person employed by one Party shall be deemed an employee of the other.
- 19.2. Work will be performed by each Party in accordance with its own methods.
- 19.3. Each Party will perform work in accordance with this Agreement, applicable laws, and regulations.

20. Whole Agreement

- 20.1.** The terms, covenants and conditions of this Agreement, together with any exhibits or other such documents incorporated therein, or written amendments constitute the entire agreement between the Parties, and no understandings or obligations not therein expressly set forth will be binding upon them.

21. Amendment

- 21.1. This Agreement may be amended at any time upon mutual written or digital agreement of the Parties.

22. Severability

- 22.1. If any part of this Agreement shall prove to be unenforceable, such unenforceability shall not extend beyond the part affected. The unaffected part of the Agreement will continue in full force and effect and will be binding upon the Parties hereto.

23. Legal Relations

- 23.1. The Parties will perform and comply with all applicable laws or other governmental regulations.
- 23.2. The Agreement will be construed and interpreted in accordance with the laws of the State of Washington and the Venue of any action brought hereunder will be the Superior Court of King County.

24. Signatures

ACCEPTING FOR THE CITY OF SEATTLE, CITY LIGHT DEPARTMENT

Debra Smith

General Manager/CEO

Date:_____

ACCEPTING FOR THE PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, WASHINGTON

John Haarlow

Chief Executive Officer, General Manager

Date:_____



BUSINESS OF THE COMMISSION

Meeting Date: June 21, 2022

Agenda Item: 4B

TITLE

Consideration of a Resolution Ratifying a Communication Site Lease with Pinnacle Towers, LLC., and a 2021 Amendment of Said Lease, and Authorizing the Assistant General Manager, Distribution and Engineering Services, of Public Utility District No. 1 of Snohomish County to Execute a Second Amendment of Said Lease

SUBMITTED FOR: Items for Individual Consideration

Telecommunications	Nick Johnston	4415
Department	Contact	Extension
Date of Previous Briefing:	June 7, 2022	
Estimated Expenditure:		Presentation Planned <input type="checkbox"/>

ACTION REQUIRED:

- | | | |
|--|-------------------------------------|--|
| <input checked="" type="checkbox"/> Decision Preparation | <input type="checkbox"/> Incidental | <input type="checkbox"/> Monitoring Report |
| <input type="checkbox"/> Policy Discussion | (Information) | |
| <input type="checkbox"/> Policy Decision | | |
| <input checked="" type="checkbox"/> Statutory | | |

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

Ends Policy 5. Utilities are provided at the lowest possible cost consistent with sound business principles.

In 2003, the District executed an annual lease ("Lease") with Pinnacle Towers, LLC., d/b/a Crown ("Crown") for a site in Clinton, Washington, to be utilized for the installation and operation of two land mobile radio systems. The term of the Lease was for one year but subject to fifty (50) automatic one-year renewals. The original monthly rent under the Lease was \$1,764.00 but subject to an annual increase of five percent (5%).

The Lease was amended in August 2021 to allow for the operation of microwave communication system and to increase the monthly rent amount by \$2,000 ("Lease Amendment No. 1").

District staff have negotiated a proposed second Lease amendment ("Lease Amendment No. 2") that will allow for the installation and operation of communication facilities and equipment to

support the advanced meter infrastructure (“AMI”) and distribution automation (“DA”) necessary for the District’s Connect Up Project. Lease Amendment No. 2 would also increase the monthly rent by \$275 (total monthly rent would be \$6,520.30).

District staff recommend that the Commission pass the attached resolution ratifying the original Lease and Lease Amendment No. 1 and authorizing Lease Amendment No. 2.

List Attachments:

- Resolution
- Attachment 1
- Attachment 2
- Attachment 3

RESOLUTION NO. _____

A RESOLUTION Ratifying a Communication Site Lease with Pinnacle Towers, LLC., and a 2021 Amendment of Said Lease, and Authorizing the Assistant General Manager, Distribution and Engineering Services, of Public Utility District No. 1 of Snohomish County to Execute a Second Amendment of Said Lease

WHEREAS, in 2003, Public Utility District No. 1 of Snohomish County, Washington ("District") executed an annual lease ("Lease") with Pinnacle Towers, LLC., d/b/a Crown ("Crown") for a site in Clinton, Washington, to be utilized for the installation and operation of two land mobile radio systems; and

WHEREAS, the term of the Lease was for one year but subject to fifty (50) automatic one-year renewals; and

WHEREAS, the original monthly rent under the Lease was \$1,764.00 but subject to an annual increase of five percent (5%); and

WHEREAS, a copy of the Lease is attached hereto as "Attachment 1"; and

WHEREAS, the Lease was amended in August 2021 to allow for the operation of microwave communication system and to increase the monthly rent amount by \$2,000 ("Lease Amendment No. 1"); and

WHEREAS, a copy of the Lease Amendment No. 1 is attached hereto as "Attachment 2"; and

WHEREAS, District staff have negotiated a proposed second Lease amendment ("Lease Amendment No. 2") that will allow for the installation and operation of communication facilities and equipment to support the advanced meter infrastructure ("AMI") and distribution automation ("DA") necessary for the District's Connect Up Project; and

WHEREAS, Lease Amendment No. 2 would also increase the monthly rent by \$275 (total monthly rent would be \$6,520.30); and

WHEREAS, a copy of Lease Amendment No. 2 is attached hereto as “Attachment 3”; and

WHEREAS, District staff recommend that the Commission ratify the original Lease and Lease Amendment No. 1 and authorize Lease Amendment No. 2.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 1 of Snohomish County, that:

1. The original 2003 Lease with Pinnacle Towers, LLC., d/b/a Crown and Lease Amendment No. 1 attached hereto respectively as Attachments 1 and 2 are hereby ratified.

2. The Assistant General Manager, Distribution and Engineering Services, and/or his designee, is hereby authorized to execute Lease Amendment No. 2 on behalf of the District in substantially the form attached hereto as Attachment 3; provided that the final form of the Master License Agreement shall be subject to the review and approval of the District’s General Counsel or her designee.

PASSED AND APPROVED this 21st day of June, 2022.

President

Vice-President

Secretary

CUSTOMER #: NKW
LEASE NUMBER: 190400125N0034
Snohomish County Public Utility District

LESSOR'S FED. TAX ID NO. 65 0574118

THIS LEASE, dated for reference purposes only, August 6, 2003, is made by and between Pinnacle Towers Inc., whose address is 301 N. Cattlemen Road, Suite #300, Sarasota, Florida, 34232, hereinafter called LESSOR and Snohomish County Public Utility District, whose address is 1802 75th Street SW, Everett, WA 98206, acting by and through Marjean Penny, hereinafter called LESSEE;

WITNESSETH

1. **PREMISES; USE.** LESSOR hereby leases unto LESSEE and LESSEE hereby leases from LESSOR those certain premises situated at Whidbey Island, 4528 East Heggeness Road, ISLAND, WA 98236, and more particularly described in Exhibit A attached hereto and incorporated herein (the Premises"). The Premises are located on the land described in Exhibit B attached hereto. LESSEE shall use the Premises solely for the conduct of its communications operations, in compliance with the terms of its FCC license and all applicable laws and regulations.
2. **LEASE TERM.** The initial term of this Lease shall commence on **July 1, 2003**, and shall end on **June 30, 2004**. Fifty (50) automatic renewal terms of 12 months each, shall go into effect, subject to the terms of the underlying land lease, unless LESSEE provides LESSOR written notice no later than 90 days prior to the end of the then current term, of LESSEE'S intent not to renew the next term, or with such rights of earlier termination as may be hereinafter expressly set forth. The Premises are being leased by LESSEE "as is", without any representation or warranty by LESSOR of any kind. LESSEE may inspect the Premises and terminate this Lease at any time prior to the commencement date in the event that the Premises are not acceptable to LESSEE for LESSEE'S intended use.
3. **LESSEE TERMINATION.** LESSEE may terminate this lease for any reason by giving written notice to LESSOR at least 180 days prior to the date when such termination shall become effective. LESSEE may also terminate this Lease due to unresolvable interference if attempts by both parties prove unsuccessful in resolving such interference, by giving written notice to LESSOR at least thirty (30) days prior to the date when such termination shall become effective.
4. **RENT.** LESSEE shall pay rent monthly on the first day of each month, in advance, during the term of this Lease, in the amount of **\$1764.00**. Rental payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified based on the actual number of days in the month. Rental shall be paid to LESSOR at the address specified in Paragraph 6 or to such other address as LESSOR may designate by a notice in writing. LESSEE shall also pay LESSOR any

applicable sales taxes due with respect to such rent. Lessor may increase the amount of the then, current monthly rent by an amount not to exceed 5.0% each anniversary of the "commencing" date, throughout the initial term and each successive term.

5. **UTILITIES.** LESSOR shall provide commercial electric service to the Antenna Facility at no additional cost to LESSEE, to be used jointly by LESSEE and any other parties designated by LESSOR. LESSOR will not, however, furnish said services except when service is available for use by LESSOR. LESSOR makes no guarantee as to the reliability of said service but only that the connections done under LESSOR's control are properly done. LESSEE shall pay all installation costs for electrical power feeds, phone lines, and other utilities to its equipment. Utilities are included in rent.
6. **NOTICES.** All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Mail, certified and postage prepaid and addressed as follows:

To LESSOR: Pinnacle Towers Inc.
301 North Cattlemen Road
Sarasota, FL 34232

To LESSEE: Snohomish County Public Utility District
1802 75th Street SW
Everett, WA 98203

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE LESSOR, LESSEE, THE PREMISES ADDRESS, AND LEASE NUMBER.

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

7. **ASSIGNMENT; SUBLETTING.** LESSEE shall not assign this Lease or sublet the Premises without prior written consent of LESSOR, which consent shall not be unreasonably withheld.

8. **QUIET ENJOYMENT.** LESSOR agrees that LESSEE, while keeping and performing the covenants herein contained, shall at all times during the existence of this Lease, peaceably and quietly have, hold, and enjoy the Premises without suit, trouble or hindrance from LESSOR or any person claiming under LESSOR.
9. **LESSOR INSPECTIONS.** LESSOR reserves the right to enter and inspect the Premises at reasonable times, and to render services and make any necessary repairs to the Premises. Notice to LESSEE shall be provided before or at the time of any entry to the facility.
10. **WAIVER OF SUBROGATION.** To the extent authorized by any fire and extended coverage insurance policy issued to either LESSEE or LESSOR with respect to the Premises, the insured hereby waives the subrogation rights of the insurer, and releases the other party from liability for any loss or damage covered by said insurance.
11. **ACCESS.** It is mutually agreed that LESSEE shall have the right to run electric lines, telephone lines and/or other communication facilities to the Premises and shall have the right of ingress and egress to and from the same over other lands owned by LESSOR adjacent to the Premises along the course or courses designated by LESSOR. The cost of any installation shall not be the responsibility of LESSOR.
12. **MAINTENANCE; ALTERATIONS.** As a condition to this Lease, LESSEE's maintenance, use or operation of the Premises shall not in any way cause any interference with any radio, television or other broadcasting facilities or operations, which are in existence and operational as of the date that LESSEE's equipment becomes operational, conducted upon LESSOR's property in the vicinity of the Premises. In the event of any such interference, at LESSOR's election this Lease shall become null and void and LESSEE will remove its equipment from the Premises.
- LESSEE shall obtain LESSOR's written approval, which shall not be unreasonably withheld, before making any alterations or performing any installation or maintenance work at the Premises. LESSEE shall maintain its equipment in accordance with standards of good engineering practice.
13. **EQUIPMENT.** Exhibit A contains a schedule of equipment which LESSEE is permitted to maintain on the Premises. LESSEE shall maintain said equipment at LESSEE's expense in accordance with standards of good engineering practice, and antenna site standards as contained in Exhibit C, provided that LESSEE shall notify LESSOR and obtain LESSOR's prior written approval of the work to be performed and the persons to perform the work, which approval shall not be unreasonably withheld. LESSEE may not load equipment other than the equipment described in Exhibit A, on the Premises without the prior written consent of LESSOR, which consent may be conditioned on an increase in the rental rate and an adjustment in the other terms of this Lease.

14. **CONTINUED POSSESSION.** In the event LESSEE remains in possession of the Premises after the expiration of the Lease term, or any extension thereof, this Lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, including rent, so far as applicable.
15. **AMENDMENTS.** It is mutually understood and agreed that no amendment to the terms of this Lease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
16. **LOCAL REPRESENTATIVE.** Within fifteen (15) days after occupancy of the Premises by LESSEE, LESSOR shall provide LESSEE with the name, address and telephone number of an agency or person convenient to LESSEE as a local source of service with regard to LESSOR's responsibilities under this Lease as to repairs, maintenance and servicing of the Premises and any or all related equipment, fixtures and appurtenances.
17. **INSURANCE.** LESSOR understands and agrees to the following:
- LESSEE is self-insured. LESSEE and its employees are insured for non-intentional tort liability that may occur through official activities. Any claim arising from such activities should be presented to the Lessee's Risk Manager for processing.
18. **LEASE TERMINATION.** Upon termination of this Lease, LESSEE will peacefully surrender to LESSOR the Premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which LESSEE has no control or for which LESSOR is responsible pursuant to this Lease. LESSEE shall have no duty to remove any improvements or fixtures placed by it on the Premises or to restore any portion of the Premises or to restore any portion of the Premises altered by it, save and except in the event LESSEE elects to remove any such improvements or fixtures and such removal causes damages or injury to the Premises, and then only to the extent of any such damage or injury.
19. **MISCELLANEOUS.** Time is of the essence of this Lease, and the terms and provisions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder. This Lease shall be governed by the laws of the state in which the Premises are located.
20. **WORKERS' COMPENSATION.** LESSEE self-administers its own Workers Compensation Program under the supervision of and in compliance with all requirements of the State of Washington.

21. **INDEMNIFICATIONS.** To the maximum extent permitted by applicable law, LESSOR and LESSEE shall each indemnify, hold harmless and defend the other party from and against all liabilities, claims, demands, suits, damages and expenses resulting from injury to or death of any person, or damage to property caused by any negligent act or omission of the indemnifying party.
22. **LESSEE DEFAULT.** If LESSEE fails to make any payment within thirty (30) days after the date such payment is due, or fails to comply with any other term of this Lease and does not cure such other failure within sixty (60) days after LESSOR provides LESSEE with written notice, LESSOR shall have the option to (a) terminate this Lease in which event LESSEE shall be liable for all past due amounts under this Lease, plus the amount that LESSOR would have received for the remainder of the current term, and/or (b) cure such default and add the amount spent by LESSOR to effect such cure to the next installment of rent. LESSEE shall be liable for all expenses, including reasonable attorneys fees and costs, incurred by LESSOR in connection with any action to enforce the terms of this Lease, or in connection with any action for the recovery of the Premises itself. Any repossession by LESSOR of the Premises shall not affect the obligations of LESSEE for the unexpired term of this Lease, unless LESSOR terminates this Lease.
23. **MECHANICS' LIENS.** LESSEE shall not suffer or permit any liens to stand against the Premises by reason of any work, labor, service or materials done for, or supplied for, or supplied to or claimed to have been done for, or supplied to, LESSEE or anyone through or under LESSEE ("Mechanics' Liens"). If any Mechanics' Lien shall at any time be filed against the Premises, LESSEE shall cause it to be discharged of record within ten (10) days after notice from any party that the lien has been filed, by either payment, deposit or bond.
24. **ENVIRONMENTAL MATTERS.** LESSEE shall comply with all laws relating to the environment, hazardous substances and materials, and petroleum products which may apply to the use of the Premises as contemplated under this Lease. In the event the Premises become environmentally contaminated as a result of any act or omission of LESSEE, or its agents, licensees or invitees, LESSEE shall be responsible for all costs related to the environmental remediation of the Premises. To the maximum extent permitted by applicable law, LESSEE agrees to indemnify LESSOR for any claim, damages, loss, costs, and/or expenses (including reasonable attorneys' fees) LESSOR incurs due to such contamination and/or remediation. LESSOR shall be held free and harmless from any and all failure by LESSEE to comply with the terms of this provision.
25. **ALTERNATE DISPUTE RESOLUTION.** LESSOR and LESSEE shall attempt to settle any claim or controversy arising out of this Lease through consultation and negotiation in the spirit of mutual friendship and cooperation. If such attempts fail, then the dispute shall first be submitted to a mutually-acceptable neutral advisor for mediation, fact-finding or other form of alternate dispute resolution. Neither of the parties may unreasonably withhold acceptance of such an advisor, and his or her selection will be made within forty-five (45) days after notice by the other party demanding such mediation. The cost of such mediation or any other alternate dispute resolution agreed

upon by both parties shall be shared equally by LESSOR and LESSEE. Any dispute which cannot be so resolved between the parties within one hundred eighty (180) days of the date of the initial demand by either party for such mediation shall be determined by the courts. The use of such a procedure shall not be construed to affect adversely the rights of either party under the doctrines of laches, waiver or estoppel. Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedure have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the dates written below.

LESSOR:

PINNACLE TOWERS INC.

WITNESS: Peggy Edwards
WITNESS: Danley D. [unclear]

By: [Signature]
Print Name: Jason Catalini
Title: Director of Contracts Administration
Date: 8/12/2003

LESSEE:

Snohomish County Public Utility District

WITNESS: [Signature]
WITNESS: [Signature]

By: Marjean R. Penny
Print Name: Marjean R. Penny
Title: Communications Superintendent
Date: August 7 2003

EXHIBIT A

LEASE NO.: 190400125N0034

This Exhibit "A" is an integral part of the Lease referred to above, the terms of which are hereby incorporated herein.

SITE: Name: Whidbey Island
 Address: 4528 East Heggeness Road
 County/State: ISLAND, WA
 Coordinates: Latitude: 47-57-5.70 N
 Longitude: 122-21-57.00 W

Lessee's FCC License/Callsign: _____ Expiration Date: _____

TOWER MOUNTED EQUIPMENT

Lessee Owned: <input checked="" type="checkbox"/>	(or)	Lessor Owned: <input type="checkbox"/>	
Antenna #1:		Transmit: <input type="checkbox"/> Receive: <input checked="" type="checkbox"/>	Mounting Height: 8 feet
Make: Celwave		Model: GPS	Length:
Azimuth:		Weight:	
Mount Type:		Weight:	
Coax: RG-8		ERP:	Tag: 064
Antenna #2-3:		Transmit: <input checked="" type="checkbox"/> Receive: <input type="checkbox"/>	Mounting Height: 110 feet
Make: Celwave		Model: AP906-516-1Panel	Length: 6 feet
Azimuth:		Weight: 25 lbs.	
Mount Type:		Weight:	
Coax: 1-1/4"		ERP: 60 watts	Tag: 066, 065
Antenna #4:		Transmit: <input checked="" type="checkbox"/> Receive: <input type="checkbox"/>	Mounting Height: 110 feet
Make: Celwave		Model: AP909-014-1 Panel	Length: 6 feet
Azimuth:		Weight: 21 lbs.	
Mount Type: Top		Weight:	
Coax: 1-1/4"		ERP: 60 watts	Tag:
Antenna #5:		Transmit: <input type="checkbox"/> Receive: <input checked="" type="checkbox"/>	Mounting Height: 143 feet
Make: Celwave		Model: AO9009-3	Length: 10 feet
Azimuth:		Weight: 18 lbs.	
Mount Type: Top		Weight:	
Coax: 1-1/4"		ERP:	Tag: 063
Feedlines: 5		Total Antennas: 5	

GROUND EQUIPMENTLessee's Building ☐ (or) Lessor's Building ☒ (or) Outdoor Pad/Slab ☐

of Cabinet Spaces/Units: 1 Dimensions: 22 " W x 19 " D x 60 " H

Equipment Mfg / Model#: Motorola / T5293A Type: Controller

Bar Code: 33606

Power Requirements: 120 Volts Transmit Power: Watts AC Line Voltage: Volts

Effective Radiated Power (ERP): 60 Watts

Filters / Combiners: None GPS: None

Channels / Frequencies: None

of Rack Spaces/Units: 3/17 Dimensions: 20 " W x 15 " D x 84 " H (15)

24 " W x 20 " D x 84 " H (1)

Equipment Mfg / Model#: Celwave Type: TX Combiner (2)

Efratom/14276-00MFTS GPS Receiver

Loran Power System/1231A2 Power Supply

Motorola/Quantar Transceiver (11)

TXRX/3-6273W/3-6453 RX Multicoupler

TX/RX / 89-94-02P Preselector

Bar Codes: 33602, 33601, 33605, 33610, 33594, 33596, 33596, 33597, 33598, 33599, 33600,
33604, 33603Power Requirements: 120 Volts Transmit Power: 60 Watts AC Line Voltage: Volts
100 Watts

Effective Radiated Power (ERP): 60 Watts

GPS: Yes

Frequencies: Transmit: 938.88750, 938.90250, 938.93750, 938.95000, 938.97500,
938.90000, 938.92500, 938.98750, 938.96250, 938.98750, 939.00000,
938.91250, 936.96250 MHz

Receive: 899.93750, 899.95000, MHz

of Other Spaces: 1 Dimensions: 24 " W x 24 " D x 40 " H

Equipment Mfg / Model#: Loran Power System/Batteries Type: Power Supply

Bar Codes: 33611

Power Requirements: Volts Transmit Power: Watts AC Line Voltage: Volts

NOTE: This Exhibit contains, in its entirety, Lessee's inventory of equipment specific to this Lease.

EXHIBIT B**Description of Antenna Site**

To the Agreement dated _____, 2003 by and between Pinnacle Towers Inc, as Lessor, and Snohomish County Public Utility District, as Lessee. The property is described and/or depicted as follows:

Coordinates:	Latitude:	47-57-5.70 N N
	Longitude:	122-21-57.00 W W

Note: If the foregoing description is not a metes and bounds legal description, the parties agree to replace the metes and bounds description with longitude and latitude coordinates for the legal description of the Property.

EXHIBIT C

ANTENNA SITE STANDARDS

1. **Purpose:** In order to minimize interference to every Lessee's operations and equipment, and to maintain good engineering practice, the following installation and maintenance standards are being established and may be amended by Lessor when deemed necessary; provided, however, that no such amendment shall materially affect Lessee's operations.
2. **Pre-Installation Standards:** Prior to any installation, Lessee must provide Lessor with complete plans for approval, including list of proposed equipment and subcontractors, and no work may be performed until approval has been given and all criteria has been met. All equipment must be placed in approved locations only, and any changes must be approved by Lessor before the installation begins. The Lessor or its representative shall be on-site during major work on the tower. Lessee must notify the Lessor at least five (5) days in advance of any installation work. Following initial installation, routine maintenance work to Lessee's equipment may be performed without prior notice.
3. **Installation:**
 - (a) The following minimum protective devices must be properly installed:
 - (1) Lightning arrestor in feedline at wall feedthru plate for all non-broadcast antennas.
 - (2) Surge protectors in any AC & phone line circuit.
 - (3) Transmitter RF shielding kit if applicable.
 - (4) Isolator and harmonic filter.
 - (5) Duplexer or cavity bandpass filter.
 - (b) All transmitters, duplexers, isolators, multicouplers, etc. must be housed in a metal cabinet or rack-mounted.
 - (c) All transmission lines entering the building must be 1/2" Heliax/Wellflex or better via a wall feedthru plate, terminating in a properly installed lightning arrestor with an ID tag on both ends of the line.
 - (d) Solid outer shield cable such as Superflex or Heliax/Wellflex must be used for all intercabling outside the cabinet. The use of braided RF cable (e.g., RG8) will NOT be permitted outside the cabinet to minimize RF leakage which could cause interference.
 - (e) All antenna, power and phone cables shall be routed to the base station in a neat manner using routes provided for that purpose. All phone lines shall use shielded cable properly grounded.
 - (f) All stations are to obtain power from the power panel and/or AC receptacle provided for their specific use.
 - (g) All RF equipment cabinets must be grounded to the site ground system using copper strap or ribbon cable with cadweld or silver solder connections.
 - (h) All antenna lines shall be electrically bonded to the tower at the antenna and at the bottom of the tower using grounding kits installed per manufacturer's specifications, and all antenna brackets must be pre-approved.
 - (i) All equipment cabinets shall be identified with a typed label under plastic on which the Lessee's name, address and 24-hour phone number must be listed, in addition to a copy of Lessee's FCC license.
 - (j) Monitor speakers shall be disabled except when maintenance is being performed.

- (k) All antenna lines will be tagged within twelve (12) inches of the antenna, at the entrance to the building, at the repeater or base station cabinet, and/or at the multicoupler/combiner ports.
 - (l) No drilling, welding or alteration of the tower is permitted for any reason.
 - (m) All ferrous metals located outside of the building or on the tower shall be either stainless steel or hot-dipped galvanized, not plated.
 - (n) Painted towers will require the painting of feedline by the Lessee prior to or before completion of the install.
4. **General:** Lessee must comply with any applicable instructions regarding any site security system.
- (a) Gates shall remain closed at all times unless entering or exiting the premises. When leaving the building, ensure that all doors are locked and the security system is armed.
 - (b) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from the Lessor.
 - (c) This lease does not guarantee parking space. If space is available, park only in the designated areas. Do not park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the site.
 - (d) Do not adjust or tamper with the thermostats or HVAC systems.

Customer Site Name: Clinton
Customer Site ID: CLN

Crown Site Name: Whidbey Island
Crown Business Unit: 871335
License Number: 128145
Amendment Number: 745845

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this "Amendment") is made this 31 day of August, 2021, by and between Pinnacle Towers LLC, a Delaware limited liability company (Pinnacle Towers Inc., a Delaware corporation, was converted pursuant to Delaware law to Pinnacle Towers LLC, effective April 7, 2004) ("Crown") and Snohomish County Public Utility District, a Washington corporation ("Customer").

WHEREAS, Crown (and/or certain of its predecessors-in-interest) and Customer (and/or certain of its predecessors-in-interest) entered into a certain Lease dated August 12, 2003, as may have been previously amended and/or assigned (hereinafter the "TLA"), whereby Customer leases or licenses from Crown certain space at a telecommunications facility described in the TLA (the "Site"), and

WHEREAS, Crown and Customer desire to amend the TLA pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

1. Unless clear from the context in which they are used, all capitalized terms used herein shall have the same meanings ascribed to them in the TLA.
2. The monthly fee due under the TLA shall increase by Two Thousand and 00/100 Dollars (\$2,000.00) on September 30, 2021.
3. The parties acknowledge that Customer is making certain modifications to its space and/or equipment at the Site as described in Attachment A, attached hereto.
4. The descriptions of Customer's space on the tower set forth in the TLA (including, without limitation, any descriptions of Customer's space on the tower set forth in any schedules, exhibits or attachments to the TLA) are hereby amended and deleted in their entirety and replaced and superseded by and with the descriptions of Customer's space on the tower set forth in Attachment A and Attachment C, attached hereto.
5. The equipment descriptions and specifications with respect to Customer's tower-mounted equipment set forth in the TLA (including, without limitation, any equipment descriptions and specifications with respect to Customer's tower-mounted equipment set forth in any schedules, exhibits or attachments to the TLA) are hereby amended and deleted in their entirety and replaced and superseded by and with the equipment descriptions and specifications with respect to Customer's tower-mounted equipment set forth in Attachment A and Attachment C, attached hereto. The parties acknowledge and agree that, notwithstanding anything to the contrary herein, this Amendment does not in any way modify the equipment descriptions and specifications with respect to Customer's ground-based equipment set forth in the TLA (including, without limitation, any equipment descriptions and specifications with respect to Customer's ground-based equipment set forth in any schedules, exhibits or attachments to the TLA).

TT: E 853551
Prepared by: R. Benson
Prepared on: 11/19/2020
Revised on: 8/26/2021
SLA TLA Universal Amendment; 2/17/11

LRF Rev. #: 2
App Rev. #: 3
MLA #: 278410



Customer Site Name: Clinton
Customer Site ID: CLN

Crown Site Name: Whidbey Island
Crown Business Unit: 871335
License Number: 128145
Amendment Number: 745845

6. Except as expressly set forth in this Amendment, the TLA is otherwise unmodified, shall remain in full force and effect and is incorporated and restated herein as if fully set forth at length. In the event of any inconsistencies between the TLA and this Amendment, the terms of this Amendment shall control. Each reference in the TLA to itself shall be deemed to also refer to this Amendment.

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TT: E 853551
Prepared by: R. Benson
Prepared on: 11/19/2020
Revised on: 8/26/2021
SLA TLA Universal Amendment; 2/17/11

LRF Rev. #: 2
App Rev. #: 3
MLA #: 278410



Customer Site Name: Clinton
Customer Site ID: CLN

Crown Site Name: Whidbey Island
Crown Business Unit: 871335
License Number: 128145
Amendment Number: 745845

IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

CROWN:

Pinnacle Towers LLC,
a Delaware limited liability company

By:


DocuSigned by:
Jessica Dernosek
BADEBFF9F00F4C3...

Print Name: Jessica Dernosek

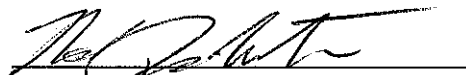
Title: Manager, Contract Development

Execution Date: August 31, 2021

CUSTOMER:

Snohomish County Public Utility District,
a Washington corporation

By:



Print Name: Nick Johnston

Title: Telecom Manager

Execution Date: 8/27/2021

TT: E 853551
Prepared by: R. Benson
Prepared on: 11/19/2020
Revised on: 8/26/2021
SLA TLA Universal Amendment; 2/17/11

LRF Rev. #: 2
App Rev. #: 3
MLA #: 278410





Date: January 24, 2022
To: Snohomish County WA
Regarding: Snohomish County WA / /
BUN: 871335 / 128145 / Whidbey Island / Order/Application # 598700

Dear Sir or Madam:

Please find enclosed for your review and execution by an authorized signatory of Snohomish County WA, the collocation agreement or amendment for the above-referenced wireless communication facility with respect to the above-referenced Order/Application Number (the "Enclosed Agreement"). Any other documentation (if any) enclosed within the DocuSign Envelope ("Other Documentation") is being provided for convenience and/or administrative purposes only and is not part of the Enclosed Agreement, unless and to the extent that such Other Documentation is specifically incorporated into the Enclosed Agreement by its terms. If you have any questions regarding the details of the Enclosed Agreement, please contact Lauren Schwindt at 623-233-7216.

Crown Castle now accepts digital signature. Please follow the prompts within the Enclosed Agreement for providing your digital signature and approval. Unless otherwise indicated, any Other Documentation (if applicable) will have no digital signature functionality within the DocuSign envelope. We will execute documents that require notarizations with digital signatures or ink signatures as required for notary purposes.

If you choose not to execute electronically, you may instead print out two (2) complete copies of the Enclosed Agreement, sign both in ink and mail them to Crown Castle at the address below. Please include the name, e-mail address, telephone number, and physical street address of the individual to whom one (1) complete fully-executed version of the Enclosed Agreement should be returned. (Note: FedEx and UPS cannot deliver to a Post Office Box.)

Crown Castle Address for mailing signed hard copies:

Crown Castle
Attn: Contract Development Document Execution
2000 Corporate Drive
Canonsburg, PA 15317

Questions may be directed to ContractServices@CrownCastle.com or by phone at 1-833-809-8011.

Thank you,

Contract Specialist
Crown Castle

Customer Site Name: N/A

Customer Site ID: N/A

Crown Site Name: Whidbey Island

Crown Business Unit: 871335

License Number: 128145

Amendment Number: 802937

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease (this "Amendment") is made this _____ day of _____, _____, by and between Pinnacle Towers LLC, a Delaware limited liability company (Pinnacle Towers Inc., a Delaware corporation, was converted pursuant to Delaware law to Pinnacle Towers LLC, effective April 7, 2004) ("Crown") and Snohomish County Public Utility District, a Washington corporation ("Customer").

WHEREAS, Crown (and/or certain of its predecessors-in-interest) and Customer (and/or certain of its predecessors-in-interest) entered into a certain Lease dated August 12, 2003, as may have been previously amended and/or assigned (hereinafter the "TLA"), whereby Customer leases or licenses from Crown certain space at a telecommunications facility described in the TLA (the "Site"), and

WHEREAS, Crown and Customer desire to amend the TLA pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

1. Unless clear from the context in which they are used, all capitalized terms used herein shall have the same meanings ascribed to them in the TLA.
2. The monthly fee due under the TLA shall increase by Two Hundred Seventy-Five and 00/100 Dollars (\$275.00) on February 1, 2022.
3. The parties acknowledge that Customer is making certain modifications to its space and/or equipment at the Site as described in Attachment A, attached hereto.
4. The descriptions of Customer's space on the tower set forth in the TLA (including, without limitation, any descriptions of Customer's space on the tower set forth in any schedules, exhibits or attachments to the TLA) are hereby amended and deleted in their entirety and replaced and superseded by and with the descriptions of Customer's space on the tower set forth in Attachment A and Attachment C, attached hereto.
5. The equipment descriptions and specifications with respect to Customer's tower-mounted equipment set forth in the TLA (including, without limitation, any equipment descriptions and specifications with respect to Customer's tower-mounted equipment set forth in any schedules, exhibits or attachments to the TLA) are hereby amended and deleted in their entirety and replaced and superseded by and with the equipment descriptions and specifications with respect to Customer's tower-mounted equipment set forth in Attachment A and Attachment C, attached hereto. The parties acknowledge and agree that, notwithstanding anything to the contrary herein, this Amendment does not in any way modify the equipment descriptions and specifications with respect to Customer's ground-based equipment set forth in the TLA (including, without limitation, any equipment descriptions and specifications with respect to Customer's ground-based equipment set forth in any schedules, exhibits or attachments to the TLA).

TT: E 853551SR

Prepared by: D. Thomas

Prepared on: 1/24/2022

Revised on:

SLA TLA Universal Amendment; 2/17/11

LRF Rev. #: 1

App Rev. #: 0

MLA #: 278410

Customer Site Name: N/A

Customer Site ID: N/A

Crown Site Name: Whidbey Island

Crown Business Unit: 871335

License Number: 128145

Amendment Number: 802937

6. Except as expressly set forth in this Amendment, the TLA is otherwise unmodified, shall remain in full force and effect and is incorporated and restated herein as if fully set forth at length. In the event of any inconsistencies between the TLA and this Amendment, the terms of this Amendment shall control. Each reference in the TLA to itself shall be deemed to also refer to this Amendment.

[Remainder of Page Intentionally Left Blank]

TT: E 853551SR

Prepared by: D. Thomas

Prepared on: 1/24/2022

Revised on:

SLA TLA Universal Amendment; 2/17/11

LRF Rev. #: 1

App Rev. #: 0

MLA #: 278410

Customer Site Name: N/A

Customer Site ID: N/A

Crown Site Name: Whidbey Island

Crown Business Unit: 871335

License Number: 128145

Amendment Number: 802937

IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

CROWN:

Pinnacle Towers LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Execution Date: _____

CUSTOMER:

Snohomish County Public Utility District,
a Washington corporation

By: _____

Print Name: _____

Title: _____

Execution Date: _____

TT: E 853551SR

Prepared by: D. Thomas

Prepared on: 1/24/2022

Revised on:

SLA TLA Universal Amendment; 2/17/11

LRF Rev. #: 1

App Rev. #: 0

MLA #: 278410

Customer Site Name: N/A

Customer Site ID: N/A

Crown Site Name: Whidbey Island

Crown Business Unit: 871335

License Number: 128145

Amendment Number: 802937

STATE OF _____ :
: SS
COUNTY OF _____ :

ACKNOWLEDGMENT OF CROWN

On this _____, before me, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is _____ of Pinnacle Towers LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said company and said _____ acknowledged said instrument to be his/her free act and deed.

In witness whereof, I have hereunto set my hand and affixed my seal at my office in said County and State on the day and year first above written.

Sworn to and subscribed before me this _____.

Notary Public

My Commission Expires: _____

TT: E 853551SR

Prepared by: D. Thomas

Prepared on: 1/24/2022

Revised on:

SLA TLA Universal Amendment; 2/17/11

LRF Rev. #: 1

App Rev. #: 0

MLA #: 278410

Customer Site Name: N/A

Customer Site ID: N/A

Crown Site Name: Whidbey Island

Crown Business Unit: 871335

License Number: 128145

Amendment Number: 802937

STATE OF _____ :

_____ :

COUNTY OF _____ :

SS

ACKNOWLEDGMENT OF CUSTOMER

On this _____, before me, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is _____ of SNOHOMISH COUNTY PUBLIC UTIL DIST, a Washington corporation, and that said instrument was signed on behalf of said company and said _____ acknowledged said instrument to be his/her free act and deed.

In witness whereof, I have hereunto set my hand and affixed my seal at my office in said County and State on the day and year first above written.

Sworn to and subscribed before me this _____.

Notary Public

My Commission Expires: _____

TT: E 853551SR

Prepared by: D. Thomas

Prepared on: 1/24/2022

Revised on:

SLA TLA Universal Amendment; 2/17/11

LRF Rev. #: 1

App Rev. #: 0

MLA #: 278410

Customer Site Name: N/A

Customer Site ID: N/A

Crown Site Name: Whidbey Island

Crown Business Unit: 871335

License Number: 128145

Amendment Number: 802937

ATTACHMENT A

Site Engineering Application

(See attached approved Site Engineering Application)

TT: E 853551SR

Prepared by: D. Thomas

Prepared on: 1/24/2022

Revised on:

SLA TLA Universal Amendment; 2/17/11

LRF Rev. #: 1

App Rev. #: 0

MLA #: 278410



Order Information

Order ID	Submitted By	Original Submit Date	JDE Job Number	Revision Number
598700	Emily Greene	Dec 29 2021	699165	0

Orders are subject to applicable Crown Castle engineering, regulatory, zoning/planning, and priority property-owner approval. Approval conditions may result in alternative requirements for type and/or placement of equipment. Approval conditions may also lead to additional or revised engineering analysis at Crown Castle discretion and upon consent of the customer.

Site Information

Site ID	Crown Castle Structure	Structure Height (ft)	Crown Castle Site Name
871335	A	137.8	Whidbey Island
Crown Castle District	County		
SEA	Island		
Latitude	Longitude	Structure Type	Site Address
47° 57' 5.69"	-122° 21' 56.97"	SELF SUPPORT	7196 Linda Lane CLINTON, WA 98236

Order Parameters

Who is the customer?	What do you want to do?	License Number	What is the Scope of your Order?
Snohomish County WA	Amendment	128145	Tower Equipment

Are you changing a mount?

--

What is the scope of work?

Install new AMI panel antenna on 6ft stand off mount at 85ft on SE leg. 7/8 coax to existing shelter. All existing equipment to remain.

Customer

Billing Company	Billing ID Number	Billing Address	
SNOHOMISH COUNTY PUBLIC UTIL DIST	391289	PO BOX 1107 EVERETT, WA 98206	
Operating Legal Entity	Operating Legal Entity ID		
SNOHOMISH COUNTY PUBLIC UTIL DIST	391289		
Customer Site Name	Customer Site Number	Customer Job Number	Customer Payment Reference
--	--	--	4500072341
Customer Project Number	Customer Market	Customer Region	Customer Sub-Market
--	--	--	--
Project Management Vendor			
Crown Castle - PMV			

Contacts

NAME	EMAIL	PHONE	ADDRESS
Ben Davis	BRDavis@SNOPUD.com		

RF Contacts

There are currently no Contacts for this order.

Configuration Review

Antennas

MCL (ft)	ACL (ft)	TOTAL	INSTALLED	PROPOSED	NOT INSTALLED	MANUFACTURER / MODEL	HEIGHT (in)	WIDTH (in)	DEPTH (in)	WEIGHT (lbs)
80	80	1	1	0	0	ANDREW / VHP6-107	72.00	72.00	52.55	347.00
85	85	1	0	1	0	AMPHENOL / WPA-70063-8CF-EDIN-0-25	94.60	11.20	5.10	42.40
86	90	4	4	0	0	AMPHENOL / BCD-8007-EDIN -X	85.90	2.60	2.60	20.00
86	88	1	1	0	0	ANDREW / VHP6-107	72.00	72.00	52.55	347.00
86	80	1	1	0	0	SINCLAIR / SE414-SF3P4LDF	59.00	2.90	8.00	14.30
86	90	1	1	0	0	SINCLAIR / SE414-SF3P4LDF	59.00	2.90	8.00	14.30
110	120	1	1	0	0	SINCLAIR / SC281-HL	248.50	5.00	5.00	79.00
112	112	1	1	0	0	COMMSCOPE / VHLP3-11W	39.40	39.40	24.30	53.00
116	115	2	2	0	0	DECIBEL / DB856DG65ESX	72.00	12.00	5.00	26.00

Tower Mounted Equipment

MCL (ft)	ACL (ft)	TOTAL	INSTALLED	PROPOSED	NOT INSTALLED	MANUFACTURER / MODEL	TYPE	HEIGHT (in)	WIDTH (in)	DEPTH (in)	WEIGHT (lbs)
86	89	1	1	0	0	ANDREW / ETW190VS12UB	AMPLIFIE	10.20	6.70	3.70	14.60
112	112	1	1	0	0	AVIAT NETWORKS / ODU600	BASE STATION	10.40	10.40	4.90	11.00

Feedlines

MCL (ft)	ACL (ft)	TOTAL	INSTALLED	PROPOSED	NOT INSTALLED	MANUFACTURER / MODEL	NOMINAL SIZE (in)	NOMINAL O.D. (in)
80	80	1	1	0	0	ANDREW / EW90	ELLIPTICAL	1.32
85	85	1	0	1	0	COMMSCOPE / LDF5-50A	7/8	1.03
86	86	1	1	0	0	ANDREW / EW90	ELLIPTICAL	1.32
86	85	1	1	0	0	ANDREW / LDF4.5-50	5/8	0.86
86	85	6	6	0	0	ANDREW / LDF5-50A	7/8	1.03
110	110	1	1	0	0	COMMSCOPE / LDF5-50A	7/8	1.03
112	112	1	1	0	0	ANDREW / EW90	ELLIPTICAL	1.32
116	115	2	2	0	0	ANDREW / LDF6-50A	1-1/4	1.55

Frequencies

SVC TECHNOLOGY	EIRP (WATTS)	STANDARD FREQUENCY	TRANSMIT FREQUENCY
Other - With RF	89.76		940.025 - 940.225MHZ
MW Link	100.00		10.000 - 11.700GHZ

All Receive frequencies are approved.

Cabinets

Number of Proposed Additional Cabinets

0

Lease Areas

There are currently no Lease Areas for this order

Power

Do you need Crown to supply Power?

No

Battery Backup Required?

No

Equipment

Order autopopulated from LMP(Installed Config)

Antennas

MANUFACTURER / MODEL	ANTENNA CENTERLINE (ft)	AZIMUTH	CUSTOMER MOUNT CLASS	MOUNT ORIENTATION	STATUS
AMPHENOL / BCD-8007-EDIN -X	90	120	NONE	Upright	Installed
AMPHENOL / BCD-8007-EDIN -X	90	120	NONE	Upright	Installed
AMPHENOL / BCD-8007-EDIN -X	90	120	NONE	Upright	Installed
AMPHENOL / BCD-8007-EDIN -X	90	120	NONE	Upright	Installed
ANDREW / VHP6-107	80	120	PIPE MOUNT	Mid-Mount	Installed
DECIBEL / DB856DG65ESX	115	120	SECTOR MOUNT	Mid-Mount	Installed
ANDREW / VHP6-107	88	60	NONE	Mid-Mount	Installed
DECIBEL / DB856DG65ESX	115	120	SECTOR MOUNT	Mid-Mount	Installed
SINCLAIR / SE414-SF3P4LDF	90	120	NONE	Upright	Installed
SINCLAIR / SE414-SF3P4LDF	80	120	NONE	Inverted	Installed
COMMSCOPE / VHLP3-11W	112	111	PIPE MOUNT	Mid-Mount	Installed
SINCLAIR / SC281-HL	120	0	PIPE MOUNT	Upright	Installed
AMPHENOL / WPA-70063-8CF-EDIN-0-25	85	90	SIDE ARM MOUNT	Mid-Mount	Proposed

Tower Mounted Equipment

TYPE	MANUFACTURER / MODEL	TME CENTERLINE (ft)	LOCATED ON ANTENNA MOUNT?	MOUNT CLASS	STATUS
AMPLIFIER	ANDREW / ETW190VS12UB	89	Yes		Installed
BASE STATION	AVIAT NETWORKS / ODU600	112	Yes		Installed

Feedlines

TYPE	MANUFACTURER / MODEL	NOMINAL SIZE (in)	ATTACHED CENTERLINE (ft)	LENGTH (ft)	IN CONDUIT?	STATUS
COAX	ANDREW / LDF4.5-50	5/8	85	135	No	Installed
COAX	ANDREW / LDF5-50A	7/8	85	135	No	Installed
COAX	ANDREW / LDF5-50A	7/8	85	135	No	Installed
COAX	ANDREW / LDF5-50A	7/8	85	135	No	Installed
COAX	ANDREW / LDF5-50A	7/8	85	135	No	Installed
COAX	ANDREW / LDF5-50A	7/8	85	135	No	Installed
COAX	ANDREW / LDF5-50A	7/8	85	135	No	Installed
COAX	ANDREW / LDF6-50A	1-1/4	115	165	No	Installed
COAX	ANDREW / LDF6-50A	1-1/4	115	165	No	Installed
ELLIPTICAL	ANDREW / EW90	ELLIPTICAL	80	130	No	Installed
ELLIPTICAL	ANDREW / EW90	ELLIPTICAL	86	138	No	Installed
ELLIPTICAL	ANDREW / EW90	ELLIPTICAL	112	162	No	Installed
COAX	COMMSCOPE / LDF5-50A	7/8	110	170	No	Installed
COAX	COMMSCOPE / LDF5-50A	7/8	85	135	No	Proposed

NOTICE: Structural Analysis shall be performed in accordance with the current revision of the TIA/EIA 222 standard and applicable local building permit codes and standards. EME analysis shall be consistent with current revision of FCC/OSHA standard OETB 65. AM detuning, when required, will be performed to 47 CFR22.371. The customer is responsible for all analysis expenses. All construction drawings are subject to Crown Castle engineering approval prior to commencement of tower attachments and compound installations. Installation of equipment not conforming to approved drawings may violate the terms of the occupancy agreement and will be corrected at the customer's expense. Crown Castle requires drawings for pre-construction approval and as built drawings for physical configuration validation to be submitted as unlocked AutoCAD files (Version 2000i preferred). Because manufacturers may change equipment specifications (e.g., length, width, height, depth or weight) for a Model Number without changing the Model Number itself, the equipment specifications for such Model Number as identified herein shall be used to determine exactly which version of equipment with such Model Number is approved by Crown Castle herein. Crown Castle may include the suffix "CClv" together with a number (indicating a version number) after a Model Number, which suffix is not part of the actual Model Number, but indicative of a known change to the equipment specifications applicable to such Model Number.

Customer Site Name: N/A

Customer Site ID: N/A

Crown Site Name: Whidbey Island

Crown Business Unit: 871335

License Number: 128145

Amendment Number: 802937

ATTACHMENT B

(INTENTIONALLY OMITTED)

TT: E 853551SR

Prepared by: D. Thomas

Prepared on: 1/24/2022

Revised on:

SLA TLA Universal Amendment; 2/17/11

LRF Rev. #: 1

App Rev. #: 0

MLA #: 278410

Customer Site Name: N/A

Customer Site ID: N/A

Crown Site Name: Whidbey Island

Crown Business Unit: 871335

License Number: 128145

Amendment Number: 802937

ATTACHMENT C

Level Drawing

(See attached CAD-Generated Level Drawing)

TT: E 853551SR

Prepared by: D. Thomas

Prepared on: 1/24/2022

Revised on:

SLA TLA Universal Amendment; 2/17/11

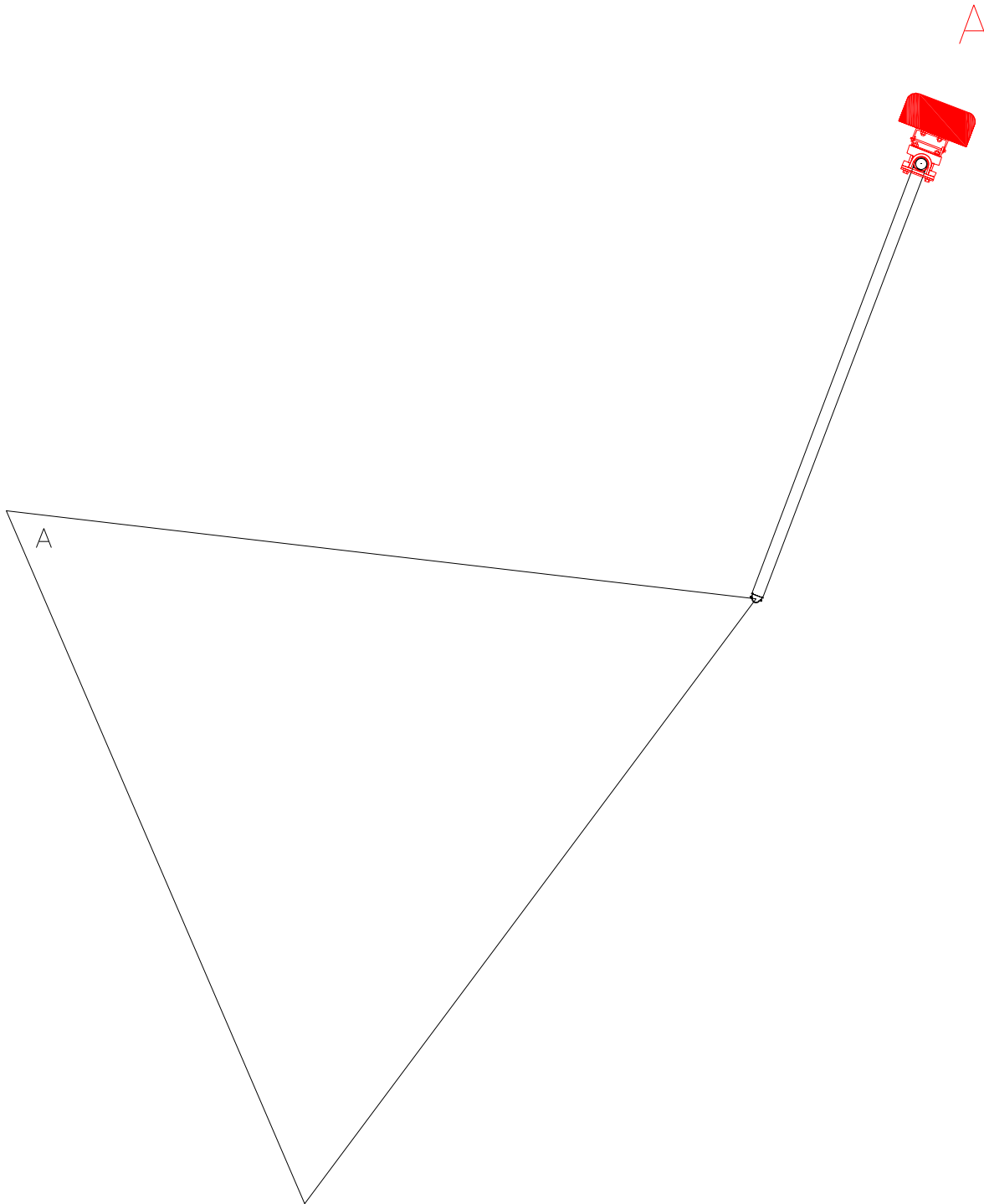
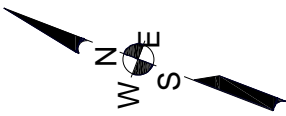
LRF Rev. #: 1

App Rev. #: 0

MLA #: 278410

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ANTENNA SUMMARY SNOHOMISH COUNTY WA									
QTY	INST	PRPSD	NOT	INST	MLA/SLA/ABND	MANUFACTURER	MODEL	ANTEN C	
1	0	1	0		0	AMPHENOL	WPA-70063-8CF-EDIN-0-25	85	
TME SUMMARY SNOHOMISH COUNTY WA									
QTY	INST	PRPSD	NOT	INST	MLA/SLA/ABND	MANUFACTURER	MODEL	TYPE	
FEEDLINE SUMMARY SNOHOMISH COUNTY WA									
QTY	INST	PRPSD	NOT	INST	MLA/SLA/ABND	MANUFACTURER	MODEL	SIZE	
1	0	1	0		0	COMMScope	LDF5-50A	7/8	



ORIENT				CUSTOMER				𐀀	STATUS	MFG	MODEL	AZ	TECH	FEEDLINE		TME				
MID				SNOHOMISH COUNTY WA				85	PROPOSED	AMPHENOL	WPA-70063-8CF-EDIN-0-25	90		1	7/8	0				

OPERATING LEGAL ENTITY: SNOHOMISH COUNTY PUBLIC
UTIL DIST

Resolution No. 1000
Attachment 3
Page 14 of 22

CROWN
CASTLE

CROWN REGION ADDRESS

USA

SPACE RESERVED FOR PROFESSIONAL SEALS

REVISIONS	NO.	DATE	DESCRIPTION	BY										
			UPDATED PER WORK ORDER 2002656	EZCAD										
	1	30/12/21												

DRAWN/CHECKED BY: EZCAD
DRAWING DATE: 12/30/2021

SITE NUMBER:
SITE NAME:
SITE NAME
WHIDBEY ISLAND
BUSINESS UNIT NUMBER
071335
SITE ADDRESS

7106 LINDA LANE
CLINTON, WA 98236
ISLAND COUNTY
US

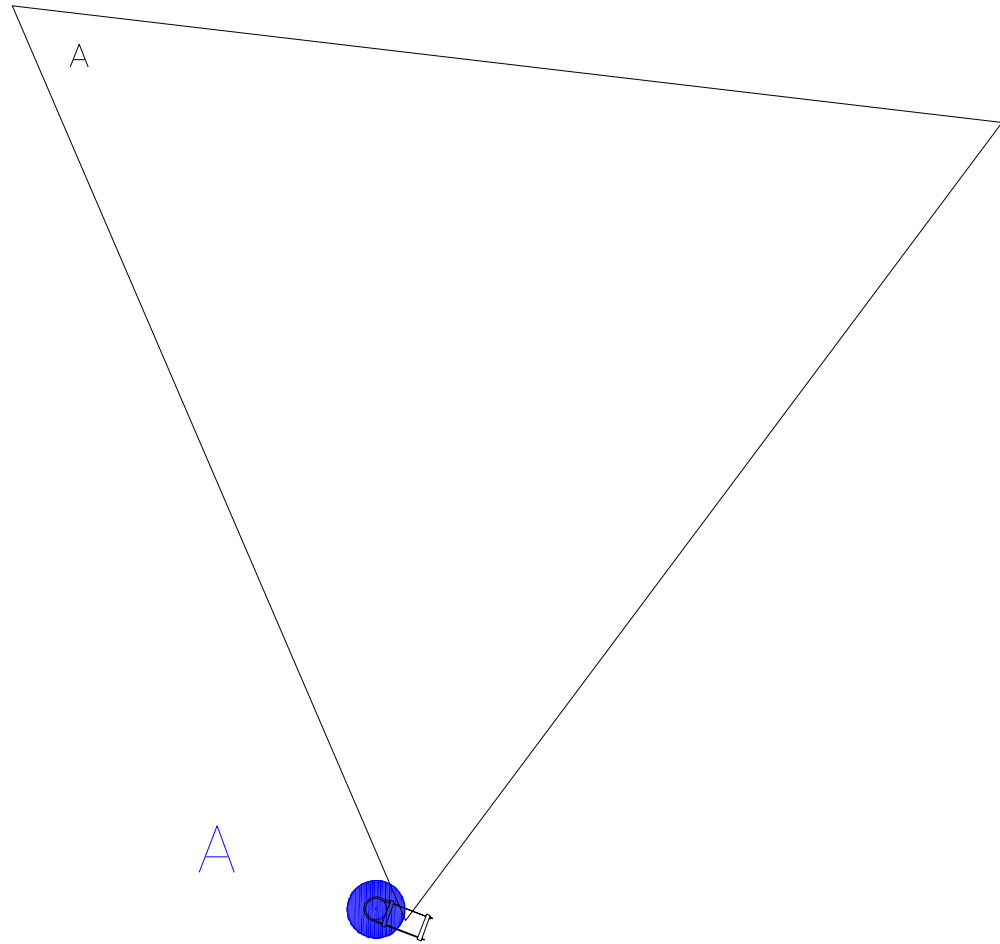
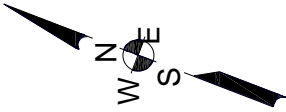
SHEET TITLE
85 FT PROPOSED LEVEL
SHEET NUMBER

DocuSign Envelope ID: 313439D7-19B7-4DC2-8578-8BF21FCF3570


ANTENNA SUMMARY SNOHOMISH COUNTY WA									
QTY	INST	PRPSD	NOT	INST	MLA/SLA/ABND	MANUFACTURER	MODEL	ANTEN	Ⓢ
1	1	0	0		0	SINCLAIR	SC281-HL	120	
TME SUMMARY SNOHOMISH COUNTY WA									
QTY	INST	PRPSD	NOT	INST	MLA/SLA/ABND	MANUFACTURER	MODEL		TYPE
FEEDLINE SUMMARY SNOHOMISH COUNTY WA									
QTY	INST	PRPSD	NOT	INST	MLA/SLA/ABND	MANUFACTURER	MODEL		SIZE
1	1	0	0		0	COMMSCOPE	LDF5-50A		7/8

				ANTENNA				FEEDLINE		TME			
ORIENT	CUSTOMER			Ⓢ	STATUS	MFG	MODEL	AZ	TECH	QTY	SIZE	QTY	TME TYPE
A	SNOHOMISH COUNTY WA			120	INSTALLED	SINCLAIR	SC281-HL	0		1	7/8	0	

OPERATING LEGAL ENTITY: SNOHOMISH COUNTY PUBLIC UTIL DIST



Resolution No. 1000
Attachment 3
Page 16 of 22



CROWN REGION ADDRESS
USA

SPACE RESERVED FOR PROFESSIONAL SEALS

REVISIONS	NO.	DATE	DESCRIPTION	BY										
					EZCAD									
	1	30/12/21	UPDATED PER WORK ORDER 2002656											

DRAWN/CHECKED BY: EZCAD
DRAWING DATE: 12/30/2021

SITE NUMBER:
SITE NAME:
SITE NAME
WHIDBEY ISLAND
BUSINESS UNIT NUMBER
071335
SITE ADDRESS

7106 LINDA LANE
CLINTON, WA 98236
ISLAND COUNTY
US

SHEET TITLE
110 FT PROPOSED LEVEL
SHEET NUMBER

DocuSign Envelope ID: 313439D7-19B7-4DC2-8578-8BF21FCF3570

ANTENNA SUMMARY SNOHOMISH COUNTY WA									
QTY	INST	PRPSD	NOT	INST	MLA/SLA/ABND	MANUFACTURER	MODEL	ANTEN	Ⓢ
1	1	0	0		0	COMMSCOPE	VHLP3-11W	112	
TME SUMMARY SNOHOMISH COUNTY WA									
QTY	INST	PRPSD	NOT	INST	MLA/SLA/ABND	MANUFACTURER	MODEL		TYPE
1	1	0	0		0	AVIAT NETWORKS	ODU600		BASESTN
FEEDLINE SUMMARY SNOHOMISH COUNTY WA									
QTY	INST	PRPSD	NOT	INST	MLA/SLA/ABND	MANUFACTURER	MODEL		SIZE
1	1	0	0		0	ANDREW	EW90		ELLIPTICAL

			ANTENNA						FEEDLINE		TME			
ORIENT	CUSTOMER		Ⓢ	STATUS	MFG	MODEL	AZ	TECH	QTY	SIZE	QTY	TME TYPE	MFG	MODEL
A MID	SNOHOMISH COUNTY WA		112	INSTALLED	COMMSCOPE	VHLP3-11W	111		1	ELLIPTICAL	1	BASESTN	AVIAT NETWORKS	ODU600

Certificate Of Completion

Envelope Id: 313439D719B74DC285788BF21FCF3570	Status: Sent
Subject: BU-871335_PLIC-128145_App-598700_West_Whidbey Island_Snohomish County WA	
District: SEA	
ApplicationId: 598700	
License: 128145	
BusinessUnit: 871335	
Area: WTA	
Source Envelope:	
Document Pages: 18	Signatures: 0
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	
Envelopeld Stamping: Enabled	
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	Envelope Originator: Daniel Thomas at Crown Castle 2000 Corporate Drive Canonsburg, PA 15317 Daniel.Thomas@crowncastle.com IP Address: 4.78.16.2

Record Tracking

Status: Original 1/24/2022 9:18:58 AM	Holder: Daniel Thomas at Crown Castle Daniel.Thomas@crowncastle.com	Location: DocuSign
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Signer Events

Signer Events	Signature	Timestamp
Martha Cole Martha.Cole@crowncastle.com Security Level: .Email ID: 4a01e6d4-18b6-4a33-ade3-a6178896730f 1/24/2022 9:35:45 AM	Completed Signed by link sent to Martha.Cole@crowncastle.com Using IP Address: 75.138.226.229	Sent: 1/24/2022 9:27:39 AM Viewed: 1/24/2022 9:35:55 AM Signed: 1/24/2022 9:36:04 AM

Electronic Record and Signature Disclosure:
Accepted: 1/24/2022 9:35:55 AM
ID: eb0dfbe1-df5d-4b5b-a880-b9a5035a9ea0

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Execution Specialist
executionspecialist.embedded@crowncastle.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

System Sync
system.sync@crowncastle.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Crown Manager, Contract Development

Signing Group: Crown Manager, Contract Development

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Nick Johnston

najohnston@snopud.com

Telecommunications engineer

Snohomish County Pud

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 5/10/2022 8:14:46 PM
ID: c0eac200-6236-4db3-8a51-39785438d528

Sent: 1/24/2022 9:37:36 AM

Resent: 5/10/2022 4:54:21 PM

Viewed: 5/10/2022 8:14:46 PM

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Lauren Schwindt

Lauren.Schwindt@crowncastle.com

General

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Vertical Licensing

VerticalDocuSign@crowncastle.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

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COPIED

Sent: 1/24/2022 9:37:34 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

1/24/2022 9:23:40 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

In order to provide more efficient and faster service, Crown Castle ("we", "us" or "company") is pleased to announce the use of DocuSign, Inc. ("DocuSign") electronic signing system. The terms for providing such documents for execution and various other documents and records to you electronically through DocuSign are set forth below. Please read the information below carefully and if you can satisfactorily access this information electronically and agree to these terms, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any document for execution or other document or record provided or made available electronically to you by us. You will be able to download and print documents we send to you through the DocuSign system during and immediately after each signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time thereafter. To request paper copies of documents previously provided by us to you electronically, send an e-mail to esignature@CrownCastle.com, requesting the subject paper copies and stating your e-mail address, name, US Postal address and telephone number.

Withdrawing your consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and records from us electronically, you may at any time change your mind and tell us that thereafter you want to receive such documents only in paper format. To withdraw your consent to electronic delivery and execution of documents, use the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope, instead of signing it. Thereafter, you will no longer be able to use the DocuSign system to electronically receive and execute documents or other records from us. You may also send an e-mail to esignature@CrownCastle.com stating that you are withdrawing your consent to electronic delivery and execution of documents through the DocuSign system and stating your e-mail address, name, US Postal Address, and telephone number.

Consequences of withdrawing consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and other records only in paper format, it will slow the speed at which we can complete the subject transactions because of the increased delivery time.

Documents for execution, and other documents and records may be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we may provide documents for execution, and other documents and records electronically to you through the DocuSign system during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any document for execution or other document or record, we prefer to provide all documents for execution, and other documents and records by the same method and to the same address that you have given us. If you do not agree with this process, please let us know as described below.

How to contact Crown Castle

You may contact us to let us know of any changes related to contacting you electronically, to request paper copies of documents for execution and other documents and records from us, and to withdraw your prior consent to receive documents for execution and other documents and records electronically as follows:

To contact us by phone call: 724-416-2000

To contact us by email, send messages to: esignature@CrownCastle.com

To contact us by paper mail, send correspondence to

Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317

To advise Crown Castle and DocuSign of your new e-mail address

To let us know of a change to the e-mail address where we should send documents for execution and other documents and records to you, you must send an email message to esignature@CrownCastle.com and state your previous e-mail address and your new e-mail address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

Required hardware and software

Browsers:	Internet Explorer® 11 (Windows only); Windows Edge Current Version; Mozilla Firefox Current Version; Safari™ (Mac OS only) 6.2 or above; Google Chrome Current Version; Note : Pre-release (e.g., beta) versions of operating systems and browsers are not supported.
Mobile Signing:	Apple iOS 7.0 or above; Android 4.0 or above
PDF Reader:	Acrobat® Reader or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768

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

Acknowledging your access and consent to receive documents electronically

Please confirm that you were able to access this disclosure electronically (which is similar to the manner in which we will deliver documents for execution and other documents and records) and that you were able to print this disclosure on paper or electronically save it for your future reference and access or that you were able to e-mail this disclosure to an address where you will be able to print it on paper or save it for your future reference and access. Further, if you consent to receiving documents for execution and other documents and records in electronic format on the terms described above, please let us know by clicking the “I agree” button below.

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

- You can access and read this Electronic Record and Signature Disclosure; and
- As a recipient, you can read, electronically sign and act upon this message, and you agree not to forward it or any other DocuSign e-mail communications. In the event another party needs to be added to the DocuSign communication, you must make a request to the e-mail originator.



BUSINESS OF THE COMMISSION

Meeting Date: June 21, 2022

Agenda Item: 4C

TITLE

Consideration of a Resolution Authorizing the CEO/General Manager or Designee to Execute an Interagency Agreement for a Clean Energy Fund (CEF) 4 Grant with the Washington State Department of Commerce for Tulalip Tribes – Critical Facility Microgrid Administrative Building and Tribal Gathering Hall

SUBMITTED FOR: Items for Individual Consideration

Generation	<u>Scott Gibson</u>	<u>8835</u>
Department	Contact	Extension
Date of Previous Briefing:	<u>June 7, 2022</u>	
Estimated Expenditure:	<u>\$300,000</u>	Presentation Planned <input type="checkbox"/>

ACTION REQUIRED:

- | | | |
|---|-------------------------------------|--|
| <input type="checkbox"/> Decision Preparation | <input type="checkbox"/> Incidental | <input type="checkbox"/> Monitoring Report |
| <input type="checkbox"/> Policy Discussion | (Information) | |
| <input type="checkbox"/> Policy Decision | | |
| <input checked="" type="checkbox"/> Statutory | | |

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

2014-2018 Resource Portfolio

9. Support the development of distributed generation within Snohomish County including but not limited to solar, solar thermal and biomass. Where consistent with the IRP and business case analysis, develop programs for policy consideration that promote the adoption of economically viable technologies. Work with trade partners, industry experts, manufacturers and customers to develop innovative programs that lessen the barriers to mass market acceptance and implementation.

The District and the Washington State Department of Commerce have negotiated an Interagency Agreement for a CEF 4 Grant whereby the Department of Commerce will provide state funding to explore the feasibility of installing two renewable energy-based microgrids at two separate critical facilities owned and operated by the Tulalip Tribes to supplement existing generators to create “Resilience Zones” for the Tulalip Tribe; and 2) helping the region learn about the challenges of

siting, constructing and controlling customer owned microgrids advancing renewable energy technologies through public and private electrical utilities that serve retail customers in the state.

The District's initial expenditure will be approximately \$300,000. The award will reimburse the District \$150,000 for the feasibility study, and the District and Tulalip Tribes are responsible for providing remaining net cost share and other project costs in the approximate amount of \$150,000. Tasks to be funded under this award are the procurement of consulting services necessary to complete commercial and financial feasibility analysis for the subject microgrids.

The attached resolution authorizes the CEO/General Manager or designee to enter into an Interagency Agreement for a Clean Energy Fund (CEF) 4 Grant with the Washington State Department of Commerce as further described above, in substantially the form attached to the resolution.

List Attachments:

Resolution
Exhibit A

RESOLUTION NO. _____

A RESOLUTION Authorizing the CEO/General Manager or Designee to Execute an Interagency Agreement for a Clean Energy Fund (CEF) 4 Grant with the Washington State Department of Commerce for Tulalip Tribes – Critical Facility Microgrid Administrative Building and Tribal Gathering Hall

WHEREAS, the District and the Washington State Department of Commerce (“Commerce”) have negotiated an Interagency Agreement (the “Agreement”) whereby Commerce will provide funding for the District to analyze and preliminarily design a renewable energy-based microgrid with an estimated cost of \$300,000, in the form of \$150,000 reimbursement of expenditures, contingent upon the District meeting the specific provisions set forth in the Agreement; and

WHEREAS, such state funding is being provided through the Clean Energy Fund (CEF 4) Grid Modernization Grant Program; and

WHEREAS, the project’s goal is to maintain Tulalip Tribes’ government and emergency response facilities in the event of a long-term power outage by: 1) exploring the feasibility of installing two renewable energy-based microgrids at two separate critical facilities owned and operated by the Tulalip Tribes to supplement existing generators to create “Resilience Zones” for the Tulalip Tribe; and 2) helping the region learn about the challenges of siting, constructing and controlling customer owned microgrids; and

WHEREAS, in addition to the \$150,000 reimbursement to be provided by the Department of Commerce, the District and the Tulalip Tribes will be responsible for providing \$150,000 in matching funds which is expected to be provided in the form of \$50,000 monetary match from the District, at least \$85,000 in District staff time and \$15,000 Tulalip Tribes staff time; and

WHEREAS, the full initial project cost of \$300,000 is included in the 2022 Generation budget; and

WHEREAS, the Board of Commissioners of the District finds that it would be in the best interest of the District and its ratepayers to enter into such agreement for funding for the above-described grid modernization project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Public Utility District No. 1 of Snohomish County that based on staff's recommendation, the Board hereby approves the Interagency Agreement with the Washington State Department of Commerce, in substantially the form attached hereto as Exhibit "A" and incorporated herein by this reference, and authorizes the District's CEO/General Manager to execute such Agreement.

PASSED AND APPROVED this 21st day of June, 2022.

President

Vice-President

Secretary

May 17, 2022

Snohomish County PUD
Attn: Jason Zyskowski
2320 California St
PO Box 1107
Everett, WA 98206-1107
RE: Grid Modernization (GRID2021) Grant #21-92201-039

Dear Jason Zyskowski,

Attached is the contract for a grant under the Clean Energy Fund. This contract details the terms and conditions that will govern the agreement between us. Please review the Program Specific, Special and General Terms and Conditions of the contract carefully. We recommend consulting with your legal advisor before accepting this offer.

Please use the DocuSign process to review and sign the contract. The Washington State Department of Commerce (Commerce) must receive the signed contract within 60 calendar days of the date of this letter. Failure to return the contract within this timeline may result in your project being delayed.

After the contracts have been fully executed by Commerce, the scanned original, along with instructions for invoicing and reporting will be emailed to you. If a hard copy is preferred, please indicate so upon return of the signed contract. We encourage you to store all pertinent documents associated with this project and grant offer in a file that is readily accessible to auditors for their periodic review.

A requirement of this program is that you must maintain updated project records as well as ensure current liability insurance documents are sent to Commerce annually.

We look forward to working with you over the course of your successful project. If you have any questions about this contract, please contact us.

Sincerely,

Hans Berg
Washington State Department of Commerce
360-528-7063
cef@commerce.wa.gov

Interagency Agreement with

Snohomish County PUD

through

Grid Modernization Grant Program

For

Tulalip Tribes - Critical Facility Microgrid Administrative Building and
Tribal Gathering Hall

Start date: May 1, 2022

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FACE SHEET
Contract Number: #21-92201-039
Washington State Department of Commerce
Energy Division – Grid Modernization Program

1. Grantee Snohomish County PUD 2320 California St PO Box 1107 Everett, WA 98206-1107		2. Grantee Doing Business As (optional) N/A					
3. Grantee Representative Alex Chorey Principal Engineer AMChorey@snopud.com 425.418.8171		4. COMMERCE Representative <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none; vertical-align: top;"> Hans Berg CEF Supervisor 360-528-7063 cef@commerce.wa.gov </td> <td style="width: 40%; border: none; vertical-align: top;"> PO Box 42525 1011 Plum St SE Olympia, Washington 98504-2525 </td> </tr> </table>		Hans Berg CEF Supervisor 360-528-7063 cef@commerce.wa.gov	PO Box 42525 1011 Plum St SE Olympia, Washington 98504-2525		
Hans Berg CEF Supervisor 360-528-7063 cef@commerce.wa.gov	PO Box 42525 1011 Plum St SE Olympia, Washington 98504-2525						
5. Contract Amount \$150,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 5/1/2022	8. End Date 3/31/2024 (provided funds are re-appropriated into the next biennium)				
9. Federal Funds (as applicable) N/A		<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Federal Agency:</td> <td style="width: 33%;">CFDA Number</td> </tr> <tr> <td>N/A</td> <td>N/A</td> </tr> </table>		Federal Agency:	CFDA Number	N/A	N/A
Federal Agency:	CFDA Number						
N/A	N/A						
10. Tax ID # 91-6001034	11. SWV # SWV0027556-00	12. UBI # 313-005-741	13. UEI # EM4RX1ZLK8K5				
11. Contract Purpose For analysis and preliminary design of a renewable energy-based microgrid at the Tulalip Tribal Government Administrative Building and Tribal Gathering Hall. The project's goal is to maintain government and emergency response facilities in the event of a long-term power outage. The contract combines funds awarded under application IDs GRID002 and GRID003.							
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Reporting, Attachment "D" - Budget Proviso Language, and Attachment "E" – Site List.							
FOR GRANTEE _____ Jason Zyskowski Assistant General Manager - Generation, Power, Rates, and Transmission Management _____ Date		FOR COMMERCE _____ Michael Furze, Assistant Director, Energy Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.					

DECLARATIONS

The Washington State Department of Commerce (Commerce) has been appropriated funds under Sections 1035 (4) and 6006 (5) of Substitute House Bill 1102 to provide grants for the deployment of grid modernization projects that advance clean and renewable energy technologies, and transmission and distribution control systems; that support integration of renewable energy sources, deployment of distributed energy resources, and sustainable microgrids; and that increase utility customer options for energy sources, energy efficiency, energy equipment, and utility services.

CLIENT INFORMATION

Legal Name:	Snohomish County PUD
Contract Number:	#21-92201-039
Award Year:	2021
State Wide Vendor Number:	SWV0027556-00

PROJECT INFORMATION

Project Title:	Tulalip Tribes - Critical Facility Microgrid Administrative Building
Project Address	See Attachment "E" – Site List

GRANT INFORMATION

Maximum Percent from Commerce:	50% of eligible costs
Type of Match Accepted:	Cash, In-kind
Earliest Date for Reimbursement:	5/1/2022
Time of Performance	5/1/2022 – 3/31/2024

PROGRAM SPECIFIC TERMS AND CONDITIONS GOVERNING THIS GRANT

As identified herein, notwithstanding General Terms and Conditions Sections, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

1. INTELLECTUAL PROPERTY PROVISIONS

All work product including, without limitation, capital asset and any object or source code for any software developed pursuant to or in connection with this contract, as well as any copyrights, patents, trade secrets, trademarks or other intellectual property developed for or in connection with this Contract, shall be exclusively owned by and be the exclusive property of Grantee and/or its Subcontractors (as determined between Grantee and its Subcontractors).

COMMERCE reserves the right to request a nonexclusive, royalty-free, irrevocable license and right to translate, reproduce, sublicense on the terms set forth herein, prepare derivative works, publicly perform, and publicly display such work product, provided that any proprietary and confidential information shall be clearly marked as such and shall be protected from disclosure (except to the extent otherwise required by law) as more fully set forth in Section 10 of the General Terms and Conditions.

2. SCOPE OF WORK, AMENDMENTS, AND MODIFICATIONS (REPLACES GENERAL TERMS AND CONDITIONS #2.3)

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

In the event that the Scope of Work, methodologies for accomplishing the scope, milestone, and/or budget are adjusted from those incorporated into this contract by attachment, the Grantee must request approval and an amendment to this contract. The Grantee must provide Commerce with a written request detailing the proposed change prior to implementation. Proceeding with changes to the Scope of Work prior to gaining the express written

approval from Commerce may be considered a substantive breach of contract and may result in suspension of payment until breach is cured or termination for cause.

Commerce shall review and approve changes to scope of work, requested amendments, and/or modifications to this contract within thirty (30) calendar days of receipt of all necessary information.

3. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION (REPLACES GENERAL TERMS AND CONDITIONS SECTION #2.5)

A. "Confidential information" as used in this section includes:

1. All material provided to the contractor by Commerce that is designated as "confidential" by Commerce;
2. All material produced by the contractor or any of its subcontractors that is Work Product performed under this contract or that is designated as "confidential" by contractor; and
3. All personal information in the possession of the contractor that may not be disclosed under state or federal law.

"Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The parties shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of confidential information. The parties shall use confidential information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any confidential information to any third party except (1) with the prior written consent of the party claiming confidentiality or (2) as may be required by law, except that confidential information may be disclosed to subcontractors and other agents of the contractor on a need-to-know basis. The parties shall take all necessary steps to assure that confidential information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of confidential information or violation of any state or federal laws related thereto. Upon request, the contractor shall provide Commerce with its policies and procedures on confidentiality. Commerce may require changes to such policies and procedures as they apply to this Contract whenever Commerce reasonably determines that changes are necessary to prevent unauthorized disclosures. The contractor shall make the changes within the time period specified by Commerce. Upon request, the contractor shall immediately return to Commerce any confidential information that Commerce reasonably determines has not been adequately protected by the contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. Each party shall notify the other party within five (5) working days of any unauthorized use or disclosure of any confidential information of the other party, and shall take necessary steps to mitigate the harmful effects of such use or disclosure. For the purposes of this provision, disclosures required by law shall not be deemed to be unauthorized disclosures.

4. COPYRIGHT PROVISIONS (REPLACE GENERAL TERMS & CONDITIONS #2.6)

Provided that the deliverables required under the Scope of Work are produced in substantial compliance with the Project Timeline and Milestones COMMERCE disclaims any ownership interest in all other Materials produced under this Contract, and "Work Product" including, without limitation, document, data, studies, surveys, drawings, maps, photographs and any objects or source code for any software developed pursuant to or in connection with this Contract, as well as any copyrights, patents, trade secrets, trademarks or other intellectual property developed for or in connection with this Contract, shall be exclusively owned by and be the exclusive property of Grantee and/or its Subcontractors (as determined between Grantee and its Subcontractors).

Notwithstanding the foregoing, COMMERCE shall have a nonexclusive, royalty-free, irrevocable license and right to translate, reproduce, sublicense on the terms set forth herein, prepare derivative works, publicly perform, and publicly display the Project Reports (as defined below).

"Project Reports" mean the project implementation reports and other information required to be submitted by Grantee to COMMERCE under the Scope of Work herein. Project Reports will not contain Confidential Information or Work Product.

5. SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #2.15)

The Grantee may only subcontract work contemplated under this Contract if it provides written notification to COMMERCE of any subcontractors who will be performing work under this Grant Agreement. The written notice must provide the names and address of the subcontractor with a brief description of which tasks within the Grantee Scope of Work (Attachment A) that will be undertaken by the subcontractor(s).

The Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

6. TERMINATION PROCEDURES (REPLACES GENERAL TERMS & CONDITIONS #2.19)

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall, except to the extent Grantee desired to continue work for its own account and when communicated in writing to Commerce:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
4. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
5. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
6. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

7. TREATMENT OF ASSETS (REPLACES GENERAL TERMS SECTION #2.20)

The parties do not anticipate that COMMERCE will furnish property (other than the funds granted herein) to Grantee for use in Grantee's performance under this Contract; provided, however, that title to any other property that may be so furnished by COMMERCE shall remain in COMMERCE. COMMERCE claims no ownership for the materials, goods, or services purchased by the Grantee for the completion of this Contract, regardless of reimbursement status under this contract.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Grantee under this clause shall also include Grantee's employees, agents or subcontractors.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1.1 AUTHORITY

COMMERCE and Grantee enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

1.2 CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Contract.

1.3 COMPENSATION

COMMERCE shall pay an amount not to exceed the amount shown as grant amount on the Contract Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the schedule set forth in Attachment "B" – Budget.

1.4 BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices for completed milestones.

The Grantee shall provide the Representative of COMMERCE a signed electronic Invoice A19 form that includes the contract number referenced on the declarations page.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed and the milestone number(s) achieved.

The Grantee is required to maintain documentation to support invoiced costs and cost share obligations. The Grantee shall make these documents available to COMMERCE if requested.

COMMERCE will pay Grantee the amounts set forth in Attachment B upon full completion of each Milestone. Upon full completion of each Milestone, Grantee will provide an invoice and any required supporting documentation to the Representative of COMMERCE. Except as may be agreed by COMMERCE in its discretion, COMMERCE shall only be obligated to make payments upon demonstration of completion of all Deliverables within a given Milestone. However, it is acknowledged that in the event one or two Deliverables of a Milestone is unduly delayed (more than 3 months) due to circumstances outside Grantee's control, COMMERCE may, in its sole discretion, reasonably negotiate with Grantee regarding paying for those Deliverables of such Milestones that are completed.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the contract or withhold payments claimed by the Grantee for services rendered if the Grantee fails to comply with any term or condition of this contract, in accordance with General Terms and Conditions Sections 40-42.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the completion of a milestone.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

1.5 INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

1.6 SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

1.7 ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Current Washington State Capital Budget Proviso language
- Program Specific Terms and Conditions
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting
- Attachment D – Budget Proviso Language
- Attachment E – Site List

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

2.1 DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Contract under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

2.3 AMENDMENTS

This section is superseded by Program Specific Terms and Conditions #2.

~~This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.~~

2.4 ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

2.5 CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

~~2.6~~ This section is superseded by Program Specific Terms and Conditions #3.

~~A. "Confidential Information" as used in this section includes:~~

- ~~i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;~~
- ~~ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and~~
- ~~iii. All personal information in the possession of the Grantee that may not be disclosed under state or federal law.~~

~~B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall~~

~~provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.~~

- C. ~~Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.~~

2.7 COPYRIGHT

This section is superseded by Program Specific Terms and Conditions #4.

~~Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.~~

~~"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.~~

~~For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.~~

~~The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.~~

2.8 DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

2.9 GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2.10 INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

2.11 LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

2.12 RECAPTURE

In the event that the Grantee fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

2.13 RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Grantee shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

2.14 SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

2.15 SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

2.16 SUBCONTRACTING

This section is superseded by Program Specific Terms and Conditions #5.

~~The Grantee may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.~~

~~If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.~~

~~Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.~~

~~Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.~~

2.17 SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

2.18 TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

2.19 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

2.20 TERMINATION PROCEDURES

This section is superseded by Program Specific Terms and Conditions #6.

~~Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.~~

~~COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.~~

~~The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.~~

~~After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:~~

- ~~A. Stop work under the contract on the date, and to the extent specified, in the notice;~~
- ~~B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;~~

- ~~C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;~~
- ~~D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;~~
- ~~E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;~~
- ~~F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and~~
- ~~G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which the Authorized Representative has or may acquire an interest.~~

2.21 TREATMENT OF ASSETS

This section is superseded by Program Specific Terms and Conditions #7.

~~Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.~~

- ~~A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.~~
- ~~B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.~~
- ~~C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.~~
- ~~D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract~~

~~All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.~~

2.22 WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

ATTACHMENT A – SCOPE OF WORK

Purpose: This project will explore the feasibility of installing two renewable energy based microgrids at two separate critical facilities owned and operated by the Tulalip Tribes, supplementing existing diesel generators to create “Resilience Zones” for the Tulalip Tribe, powered by clean energy paired with storage - keeping infrastructure powered while reducing carbon footprint. The region has several solar + storage microgrids that are owned and operated by utilities but very few, if any, microgrids are owned by utility customers. This project can help the region learn about the challenges of siting, constructing, and controlling customer owned microgrids.

Capital Project Objectives:

1. Tulalip Objectives
 - a. Resilience, Emergency Response and Energy Security
 - i. A long term power outage caused by a storm or earthquake or even a man-made event would have significant impacts on the Tribal community. These microgrids will interface with the existing diesel generators and reduce run times and the need for fossil fuel.
 - b. Renewable Energy Integration
 - i. These systems will increase Tulalip's use of on-site renewable energy on a daily basis thereby helping with the Tulalip's goal of energy independence and reduced carbon footprint. The battery energy storage systems can be used for solar smoothing and/or capacity firming depending on the value versus battery degradation impacts.
 - c. Energy bill reduction
 - i. This system will provide utility energy bill savings for Tulalip through the use of on-site renewable energy on a daily basis.
 - ii. This project will also explore the potential of using the battery energy storage systems for grid support and therefore adding another potential value stream to the Tulalip Tribes.
2. Snohomish PUD Objectives
 - a. This project will explore the potential of co-ownership on the battery energy storage systems which would allow the PUD to use the battery for grid support - energy arbitrage, peak shaving, capacity, etc.
 - b. This project will demonstrate how renewable energy powered microgrids can be installed on behind-the-meter systems and thereby provide a learning opportunity to create better and safer utility interconnection standards for these systems.

Major Components to Be Evaluated

1. Renewable Energy Generation
 - a. This project will evaluate the best option for installing solar – either roof top or ground mount or a combination of both. It will review building energy usage and critical loads and determine the best solution that takes into consideration capital costs, energy bill savings and what is needed to power critical loads for resilience.
2. Battery Energy Storage
 - a. This project will evaluate current lithium-Ion battery technologies and determine the best choice for economics and safety
 - b. This project will evaluate the size of the energy storage system to provide the best solution based on economics, available space, safety and building critical load needs.
3. Microgrid control systems
 - a. Integration with existing building energy management system and existing diesel generator

Description of Sites

There are two separate sites as follows:

Tulalip Tribal Government Administrative Building. This is a 74,000 square-foot building on 6 acres. The site consolidates 21 departments and services – including tribal council, administration, and services. The building has workspaces, tribal council chambers, conference rooms, kitchen and dining areas, showers, and locker rooms, and was constructed in 2009. A microgrid at this site would support Tribal government and emergency response services. The site has an existing diesel generator that will be incorporated into the system.

Tulalip Tribal Gathering Hall. This is a 30,000 square-foot building. This is a multi-use building and can accommodate 1,500 tribal members for activities such as General Counsel, Pow Wows, meals, funerals, and other gatherings. The building has conference rooms, a large kitchen and dining area and locker rooms and was constructed in 2020. The electrical system is currently backed up by a diesel emergency generator. In the event of a regional grid outage/failure – this will be a critical facility.

Track 1 Grant Scope of Work

1. Form project team and preliminary contractual relationships between partners, as well as preliminary commercial terms of the project
2. Procure consulting and/or other services necessary to completing Track 1 activities
 - The PUD will hire a consultant to conduct the feasibility study and be responsible for specific project deliverables to enable the PUD and Tulalip Tribes to determine project feasibility and a clear project plan. Consultant will be chosen in a collaborative process between the PUD and the Tulalip Tribes
 - The PUD will utilize a cross-functional management structure leveraging subject-matter expertise from across the PUD and Tulalip Tribes to inform and manage the project
3. Complete commercial and financial feasibility study.
 - Feasibility of co-ownership of energy storage system and microgrid control system.
 - Use cases and value of the microgrid to the Tulalips and the PUD
 - Permitting and Interconnection agreements (PUD and BPA as necessary)
 - Construction costs and requirements
 - Operations and Maintenance costs and requirements
 - Community concerns – visibility, noise, etc.
 - Assess building energy usage and potential bill savings and economic benefits to the Tulalips.
 - Assess critical loads and non-critical for load shedding purposes
 - Construction requirements
4. Assess site, including constraints and opportunities
 - Building and land orientation
 - Analysis of Building Electrical Systems
 - Building Communications and control systems
 - Analysis Utility electrical systems
5. Assess legal and environmental suitability
6. Complete preliminary 10- 30% level system technical design (technology assessment and selection, configuration) – including equipment locations, single line, and network diagram as well as utility interconnection requirements
7. Complete preliminary project management and operations plan, budget and schedule

ATTACHMENT B – BUDGET

Milestone	Milestone and Task Description	Key Deliverable(s)	Activity Period	Percent of CEF Grant	\$ Applicant Match	\$ Amount of CEF Grant
A	Service Contracts with Partners					
	Draft Service Contracts with Partners	Draft Contracts	Q2 ' 2022	10.0%	\$15,000	\$15,000
	Final Service Contracts with Partners	Final Contracts	Q2 '2022	20.0%	\$30,000	\$30,000
			Activity A Subtotal	30.0%	\$45,000	\$45,000
B	Scope Completion & Final Report					
	Final Report Approved By Commerce	Copy of final report	Q1 '2023	70.0%	\$105,000	\$105,000
			Activity B Subtotal	70.0%	\$105,000	\$105,000
			Budget Total	100%	\$150,000	\$150,000

DELIVERABLES

Milestone	Project Activity and Task	Key Deliverable(s)	Deliverable Description
A	Service Contracts with Partners		
	Draft Service Contracts with Partners	Draft Contracts	Submitted prior to subcontract execution: copy of draft subcontract(s) as developed for consultant scopes of work.
	Service Contracts with Partners	Work for Hire Contracts	Copy of fully executed subcontract(s) as developed for consultant scopes of work.
B	Scope Completion & Final Report		
	Final Report Approved By Commerce	Copy of final report	Copy of final report, submitted in alignment with the instructions in Attachment C – Reporting, with all required sections completed. As a condition of reimbursement, Commerce may request additional information or revisions to the final report to ensure that it fulfills the grant scope of work and the requirements of this program.

ATTACHMENT C – REPORTING

The Grantee must provide quarterly written reports and host regular monthly meetings with COMMERCE for project update purposes.

- 1) The Grantee shall issue a quarterly report to COMMERCE, no later than 15 days after the end of each quarter, describing the project activity that occurred during the quarter, and using the reporting template provided by Commerce. Reports will include information including but not limited to:
 - a) A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
 - b) The project milestones met to date and anticipated in the subsequent quarter;
 - c) The project expenditures to date and anticipated in the next quarter; and,
 - d) Any additional metrics required from the capital budget proviso, legislature, governor's office, or COMMERCE.
- 2) The Grantee shall host regular quarterly meetings with COMMERCE, including but not limited to:
 - a) Generating an agenda or dashboard 24 hours in advance of the meeting;
 - b) Providing summary notes of those meetings within 48 hours of hosting the meeting; and,
 - c) Providing a system for tracking risks / issues and their resolutions.
- 3) The Grantee shall submit a final report to Commerce using the final report format provided by Commerce, and with all required sections completed. Commerce may request additions or revisions to the final report to ensure it aligns with the contract scope of work. The final report will include, but not be limited to:
 - a) Reporting on the results of the Minimum Scope of Work for the application's corresponding application Track, including any analyses, assessments, plans, and designs produced.
 - b) Evidence of, and/or reporting on the results of, additional tasks included in Attachment A – Scope of Work.
- 4) Failure to submit required reports will be treated as a default, which left uncured, may result in COMMERCE's right to recoup disbursed funds and terminate any obligation to disburse additional funds.

ATTACHMENT D – BUDGET PROVISIO LANGUAGE

Section 6006 of the 2017-2019 Capital Budget (SSB 6090) (Chapter 413, Laws of 2019)

The appropriations in this section are subject to the following conditions and limitations:11

12 (1) The appropriations are provided solely for projects that
13 provide a benefit to the public through development, demonstration,
14 and deployment of clean energy technologies that save energy and
15 reduce energy costs, reduce harmful air emissions, or increase energy
independence for the state.16

17 (2) In soliciting and evaluating proposals, awarding contracts,
18 and monitoring projects under this section, the department must:

19 (a) Ensure that competitive processes, rather than sole source
20 contracting processes, are used to select all projects, except as
otherwise noted in this section; and21

22 (b) Conduct due diligence activities associated with the use of
23 public funds including, but not limited to, oversight of the project
24 selection process, project monitoring and ensuring that all
25 applications and contracts fully comply with all applicable laws
26 including disclosure and conflict of interest statutes.

27 (3) (a) Pursuant to chapter 42.52 RCW, the ethics in public
28 service act, the department must require a project applicant to
29 identify in application materials any state of Washington employees
30 or former state employees employed by the firm or on the firm's
31 governing board during the past twenty-four months. Application
32 materials must identify the individual by name, the agency previously
33 or currently employing the individual, job title or position held,
34 and separation date. If it is determined by the department that a
35 conflict of interest exists, the applicant may be disqualified from
further consideration for award of funding.

37 (b) If the department finds, after due notice and examination,
38 that there is a violation of chapter 42.52 RCW, or any similar
1 statute involving a grantee who received funding under this section,
2 either in procuring or performing under the grant, the department in
3 its sole discretion may terminate the funding grant by written
4 notice. If the grant is terminated, the department must reserve its
5 right to pursue all available remedies under law to address the
violation.6

7 (4) The requirements in subsections (2) and (3) of this section
8 must be specified in funding agreements issued by the department.

9 (5) \$11,000,000 of the state building construction account, is
10 provided solely for grid modernization grants for projects that
11 advance clean and renewable energy technologies, and transmission and
12 distribution control systems; that support integration of renewable
13 energy sources, deployment of distributed energy resources, and
14 sustainable microgrids; and that increase utility customer options
15 for energy sources, energy efficiency, energy equipment, and utility
16 services.

17 (a) Projects must be implemented by public and private electrical
18 utilities that serve retail customers in the state. Eligible
19 utilities may partner with other public and private sector research
20 organizations and businesses in applying for funding.

21 (b) The department shall develop a grant application process to
22 competitively select projects for grant awards, to include scoring
23 conducted by a group of qualified experts with application of
24 criteria specified by the department. In development of the
25 application criteria, the department shall, to the extent possible,
26 allow smaller utilities or consortia of small utilities to apply for
27 funding.

28 (c) Applications for grants must disclose all sources of public
29 funds invested in a project.

ATTACHMENT E – SITE LIST

Site #	Site Name	Site Address	City	Zip
1	Tulalip Tribes - Critical Facility Microgrid Administration Building	6406 Marine Dr.	Tulalip	98271
2	Tulalip Tribes – Critical Facility Microgrid Tribal Gathering Hall	6406 Marine Dr.	Tulalip	98271



BUSINESS OF THE COMMISSION

Meeting Date: June 21, 2022

Agenda Item: 5

TITLE

CEO/General Manager's Report

SUBMITTED FOR: CEO/General Manager Report

CEO/General Manager	John Haarlow	8473
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing:		
Estimated Expenditure:		Presentation Planned <input type="checkbox"/>

ACTION REQUIRED:

- | | | |
|---|--|--|
| <input type="checkbox"/> Decision Preparation | <input checked="" type="checkbox"/> Incidental | <input type="checkbox"/> Monitoring Report |
| <input type="checkbox"/> Policy Discussion | (Information) | |
| <input type="checkbox"/> Policy Decision | | |
| <input type="checkbox"/> Statutory | | |

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

The CEO/General Manager will report on District related items.

List Attachments:
None



BUSINESS OF THE COMMISSION

Meeting Date: June 21, 2022

Agenda Item: 6A

TITLE

Commission Reports

SUBMITTED FOR: Commission Business

<u>Commission</u>	<u>Allison Morrison</u>	<u>8037</u>
<i>Department</i>	<i>Contact</i>	<i>Extension</i>

Date of Previous Briefing: _____

Estimated Expenditure: _____

Presentation Planned ☐

ACTION REQUIRED:

- ☐ Decision Preparation
- ☐ Policy Discussion
- ☐ Policy Decision
- ☐ Statutory

☒ Incidental
(Information)

☐ Monitoring Report

SUMMARY STATEMENT:

The Commissioners regularly attend and participate in meetings, seminars, and workshops and report on their activities.

List Attachments:

None



BUSINESS OF THE COMMISSION

Meeting Date: June 21, 2022

Agenda Item: 6B

TITLE:

Commissioner Event Calendar

SUBMITTED FOR: Commission Business

Commission

Department

Allison Morrison

Contact

8037

Extension

Date of Previous Briefing: _____

Estimated Expenditure: _____

Presentation Planned ☐

ACTION REQUIRED:

- ☒ Decision Preparation
☐ Policy Discussion
☐ Policy Decision
☐ Statutory

☐ Incidental
(Information)

☐ Monitoring Report

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

The Commissioner Event Calendar is enclosed for Board review.

List Attachments:

Commissioner Event Calendar

Commissioner Event Calendar – 2022

June 2022

June 1 - 3:

Public Power Council/PNUCC Meetings
Virtual
(Wolfe/Logan/Olson)

June 2:

New Employee Orientation Program
Virtual 8:45 a.m. – 9:45 a.m.
(Olson)

June 10 - 15:

APPA National Conference
Nashville, TN
(Logan)

June 17:

PPC – Forum of Elected Utility Leaders (FUEL)
Virtual 9:30 a.m. – 11:00 a.m.
(Logan/Wolfe)

June 30:

Master Builders Seafood Event
Mukilteo, WA
(Wolfe)

June 2022

Commissioner Event Calendar – 2022

July 2022

July 2022

****For Planning Purposes Only and Subject to Change at any Time****

Commissioner Event Calendar – 2022

August 2022

August 3 - 5:

Public Power Council/PNUCC Meetings
Portland, OR

August 2022

Commissioner Event Calendar – 2022

September 2022

August 31 – September 2:

Public Power Council/PNUCC Meetings

Virtual

September 2022

****For Planning Purposes Only and Subject to Change at any Time****

Commissioner Event Calendar – 2022

October 2022

October 5 - 7:

Public Power Council/PNUCC Meetings
Virtual

October 2022

Commissioner Event Calendar – 2022

November 2022

November 16 - 18:

Public Power Council/PNUCC Annual Meetings
Portland, OR

November 2022

Commissioner Event Calendar – 2022

December 2022

December 2022

****For Planning Purposes Only and Subject to Change at any Time****



BUSINESS OF THE COMMISSION

Meeting Date: June 21, 2022

Agenda Item: 7A

TITLE

Governance Planning Calendar

SUBMITTED FOR: Governance Planning

Commission

Allison Morrison

8037

Department

Contact

Extension

Date of Previous Briefing:

Estimated Expenditure:

Presentation Planned ☐

ACTION REQUIRED:

- ☒ Decision Preparation
- ☐ Policy Discussion
- ☐ Policy Decision
- ☐ Statutory

☐ Incidental
(Information)

☐ Monitoring Report

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

Governance Process, Agenda Planning, GP-4: To accomplish its job products with a governance style consistent with Board policies, the Board will follow an annual agenda

The Planning Calendar is enclosed for Board review.

List Attachments:

Governance Planning Calendar

Governance Planning Calendar – 2022

To Be Scheduled

- Compensation Philosophy Discussion

To Be Scheduled

- Broadband

Governance Planning Calendar – 2022

July 5, 2022

Morning Session:

- Morning Session Cancelled

Afternoon Session:

- Monitoring Report:
 - Asset Protection Monitoring Report
- Public Hearing and Action:
 - Disposal of Surplus Property – 3rd Quarter
- Governance Planning Calendar

July 13, 2022

Special Meeting:

- DC Fast Chargers Ribbon Cutting

Governance Planning Calendar – 2022

July 19, 2022

Morning Session:

- Community Engagement
- Legislative
- North County Binding Site Plan Dedication of Utility Easements

Afternoon Session:

- Governance Planning Calendar

Governance Planning Calendar – 2022

August 2, 2022

Morning Session:

- Board Training with Ann Macfarlane

Afternoon Session:

- Monitoring Report:
→ 2nd Quarter Financial Conditions and Activities Monitoring Report
- Public Hearing and Action:
→ North County Binding Site Plan Dedication of Utility Easements
- Governance Planning Calendar

August 16, 2022

Morning Session:

- Community Engagement
- Legislative
- Strategic Plan Review
- 2021 Reliability Data

Afternoon Session:

- 2023 Preliminary Budget – Report of Filing and Notice of Public Hearing
- Governance Planning Calendar

Governance Planning Calendar – 2022

September 6, 2022

Morning Session:

- Media

Afternoon Session:

- Governance Planning Calendar

September 20, 2022

Morning Session:

- Community Engagement
- **Legislative**
- Connect Up Quarterly Update
- DEI Update

Afternoon Session:

- Public Hearing and Action:
 - Disposal of Surplus Property – 4th Quarter
- Governance Planning Calendar

Governance Planning Calendar – 2022

October 3, 2022

Morning Session:

- Media

Afternoon Session:

- Public Hearing:
 - Open 2023 Proposed Budget Hearing
- Governance Planning Calendar

October 5, 2022

Special Meeting:

- Arlington Microgrid and Clean Energy Center Ribbon Cutting

Governance Planning Calendar – 2022

October 18, 2022

Morning Session:

- Community Engagement
- **Legislative**
- Energy Risk Management Report
- Water Supply Update

Afternoon Session:

Governance Planning Calendar

Governance Planning Calendar – 2022

November 1, 2022

Morning Session:

- Media

Afternoon Session:

- Public Hearing:
→Continue Public Hearing on the 2023 Proposed Budget
- Monitoring Report:
→3rd Quarter Financial Conditions and Activities Monitoring Report
- Governance Planning Calendar

November 15, 2022

Morning Session:

- Community Engagement
- Legislative

Afternoon Session:

- Public Hearing:
→Continue Public Hearing on the 2023 Proposed Budget
- Adopt Regular Commission Meeting Dates for the Year 2023
- Governance Planning Calendar

Governance Planning Calendar – 2022

December 6, 2022

Morning Session:

- Media
- Finance Audit Activity
- Connect Up Quarterly Update

Afternoon Session:

- Public Hearing and Action:
→ Adopt 2023 Budget
- Monitoring Report:
→ Financial Planning and Budgeting Monitoring Report
- Elect Board Officers for the Year 2023
- Proposed 2023 Governance Planning Calendar

December 20, 2022

Morning Session:

- Community Engagement
- Legislative

Afternoon Session:

- Public Hearing and Action:
→ Disposal of Surplus Property - 1st Quarter
→ Confirm Final Assessment Roll for LUD No. 65
- Adopt 2023 Governance Planning Calendar

Governance Planning Calendar – 2022

2022 Year-at-a-Glance Calendar

January

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

 Holiday

 #

Commission Meetings

For Planning Purposes Only and Subject to Change at any Time