

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

August 16, 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/87068642412?pwd=aFA2Z25MWm1tZ1N6L1F3eVo4UnplZz09>
- Dial in: (253) 215-8782
- Meeting ID: 870 6864 2412
- Passcode: 065293

1. CEO/GENERAL MANAGER BRIEFING AND STUDY SESSION

- A. Updates
 - 1. Media
 - 2. [Legislative](#)
 - 3. Other
- B. [Snopud Reliability 2021](#)
- C. [District Strategic Planning Update](#)
- D. [Sale of Surplus Property](#)
- E. [City of Everett Interurban Recreational Trail Easement Extension](#)

EXECUTIVE SESSION – Recess into Executive Session to Discuss Legal Risks of Current Practice or Proposed Action and to Review the Performance of a Public Employee – Training Center Room 1

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

2. COMMENTS FROM THE PUBLIC

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 August 2, 2022](#)
- B. [Bid Awards, Professional Services Contracts and Amendments](#)
- C. [Consideration of Certification/Ratification and Approval of District Checks and Vouchers](#)

Continued →

4. PUBLIC HEARING AND ACTION

- A. [Consideration of a Resolution Authorizing the Manager, Real Estate Services, to Execute an Easement Amendment of an Easement Previously Granted by the District in Favor of the City of Everett that Allows the City to Operate, Repair, and Maintain a Recreational Trail in a Portion of the Power Line Corridor Property of the District Commonly Known as the PNT Right-of-Way Located in the City of Everett, Snohomish County, Washington](#)

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. [2023 Budget Notice of Public Hearing](#)
- B. [Consideration of a Motion Accepting the 2nd Quarter 2022 Financial Conditions and Activities Monitoring Report](#)
- C. [Consideration of a Resolution Authorizing the CEO/General Manager or his Designee to Execute an Environmental Attribute Purchase and Services Agreement With Degrees3 Transportation Solutions, LLC. and a Clean Fuels Program Reporting Requirements Agreement With Qualco Energy Corporation](#)
- D. [Consideration of a Resolution Ratifying Amendment No. 1 of a License Agreement With EIP Communications I, LLC., and Authorizing the Assistant General Manager, Distribution and Engineering Services, of Public Utility District No. 1 of Snohomish County to Execute Amendment No. 2 of Said License Agreement](#)
- E. [Consideration of a Resolution Amending Prior Resolutions Designating an Authorized Representative and Alternate to Obtain Funding From and Coordinate Matters Relating to the District's Requests for Certain Disaster Assistance Funds From Appropriate Federal and State Agencies for Multiple FEMA Events](#)
- F. [Consideration of a Resolution Appointing Shawn D. Hunstock as Deputy Auditor for the District](#)
- G. [Consideration of a Resolution Appointing Angela Johnston as Treasurer of the District](#)

6. [CEO/GENERAL MANAGER REPORT](#)

7. COMMISSION BUSINESS

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

8. GOVERNANCE PLANNING

- A. [Governance Planning Calendar](#)

ADJOURNMENT

The next scheduled regular meeting is September 6, 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: August 16, 2022

Agenda Item: 1

TITLE:

CEO/General Manager’s Briefing and Study Session

SUBMITTED FOR: Briefing and Study Session

CEO/General Manager Department John Haarlow Contact 8473 Extension
Date of Previous Briefing: N/A
Estimated Expenditure: Presentation Planned []

ACTION REQUIRED:

- [x] Decision Preparation [] Incidental (Information) [] Monitoring Report
[] Policy Discussion
[] Policy Decision
[] 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

- On Aug. 5, Washington State Department of Health (DOH) released [updated requirements and guidance](#) to mitigate COVID-19 transmission in K-12 schools and child care. According to requirements, all employees, volunteers, and indoor contractors in educational settings must be fully vaccinated or have a medical or religious exemption per Governor Inslee's [Proclamation 21-14.3](#). Students, children, and staff who have symptoms of COVID-19 are required to stay home and should get tested and/or see a health care provider and follow the return to work/care/school guidance accordingly.
- On July 27, Washington State Department of Commerce (Commerce) awarded \$2.1 million in growth management planning grants to King, Kitsap, Pierce and Snohomish counties, and multiple cities within each county, to help plan for local impacts of climate change. Up to \$100,000 for counties and up to \$80,000 for cities was available for the current state fiscal biennium.
- On July 25, Governor Jay Inslee appointed Milt Doumit to the Washington Utilities and Transportation Commission (UTC). Doumit is currently the vice president of Pacific Northwest State Government Affairs for Verizon Communications, Inc. Previously, Doumit served as chief of staff of the Washington Attorney General's Office, and general counsel and secretary of the Washington State Senate.
- The state [Interagency Electric Vehicle Coordinating Council](#) (IEVCC), created to help state agencies better collaborate on efforts to accelerate electric vehicle adoption and reduce transportation-sector greenhouse gas emissions, met for the first time on July 21. IEVCC agencies are tasked with:
 - Developing a statewide transportation electrification strategy.
 - Analyzing how to reach the state's target of 100% electric passenger and light-duty vehicle sales starting in model year 2030.
 - Identifying and coordinate all state and federal electric vehicle-related funding.
 - Engaging with local governments, communities, and the Environmental Justice Council to ensure the statewide transportation electrification strategy, grant distribution, programs, and activities associated with advancing transportation electrification benefit vulnerable and overburdened communities.
- In July, the Washington State Department of Transportation (WSDOT) submitted an [EV Infrastructure Deployment Plan](#) to the U.S. Department of Transportation and U.S. Department of Energy Joint describing how the state intends to distribute federal National Electric Vehicle Infrastructure funding. This plan is required to be eligible for federal funding under the \$5 billion National Electric Vehicle Infrastructure Formula Program.

KEY HEARINGS/PRESS CONFERENCES/MEETINGS

- July 20 | Governor Jay [Inslee Media Availability](#)
- Aug 4 | Washington State Department of Health ([DOH](#)) [Media Briefing](#)

INTERESTING READS

- The Spokesman Review: [All those EV's are great, but where will the electricity come from?](#)
- King 5 News: [Puget Sound Energy, Avista request electricity and gas rate increases; state attorney general opposes](#)
- The Seattle Times: [The climate bill won't stop global warming. But it will clean the air](#)
- The Columbian: [A 'small' fix for renewable energy's 'big' problem](#)
- The Seattle Times: [What do climate provisions in the U.S. Senate bill mean for Washington state?](#)
- The Seattle Times: [Seattle City Light proposes rate increases for 2023, 2024 as customer debt mounts](#)

Federal Government Relations Activity Report

FEDERAL OVERVIEW

- On July 19, National Cyber Director Chris Inglis hosted the [National Cyber Workforce and Education Summit](#) at the White House. The event “focused on building our Nation’s cyber workforce, improving skills-based pathways to cyber jobs, educating Americans so that they have the skills they need to thrive in our increasingly digital society, and improving Diversity, Equity, Inclusion, and Accessibility (DEIA) in the cyber field.”
- On July 20, President Biden announced several [executive actions](#) on climate to address extreme heat and boost offshore wind. Those actions include funding to protect communities from extreme heat and dangerous climate impacts through a Federal Emergency Management Agency program, guidance that expands how the Low-Income Home Energy Assistance Program can promote the delivery of efficient air conditioning equipment & community cooling centers and expanding offshore wind opportunities and jobs.
- The House of Representatives passed a package of six appropriations bills for Fiscal Year 2023 including \$48.2 billion for the Department of Energy, a 6.8% increase over Fiscal Year 2022 levels. The package also includes \$4 billion for the Low-Income Home Energy Assistance Program (LIHEAP), an increase of \$200 million above the Fiscal Year 2022 enacted level.
- The Senate approved [H.R. 7776](#), the Water Resources Development Act of 2022 (WRDA). The House passed its version of the bill on June 6. Senator Cantwell [championed legislative language](#) in the Senate bill that “directs the Army Corps of Engineers to study one of the key pillars in the efforts to modernize the Columbia River Treaty regime: flood control in the Columbia River Basin. The Columbia River Basin experiences high annual runoff, variation in flows and a limited amount of water storage in the United States portion of the Columbia River Basin. The WRDA bill authorizes a study to evaluate how to improve water storage and flood control in the Columbia River Basin.” The bill will now be conferenced.
- The White House launched a portal for the [National Integrated Heat Health Information System](#) (NIHHS), intended to be “the premier sources of heat and health information for the nation to reduce the health, economic, and infrastructural impacts of extreme heat.”
- The House and Senate passed the CHIPS-Plus Innovation bill to bolster competition with China and address shortages of chips and semiconductors. The bill aims to boost domestic manufacturing to address current supply chain shortages and included \$52 billion for semiconductor manufacturing. The President signed the bill into law this week.
- On Aug. 7 the Senate passed the Inflation Reduction Act, the Democrats’ energy, tax and health care legislative package. The package was the product of a year of negotiations between Democratic Senators, namely Sen. Joe Manchin (D-WV) and Senate Majority Leader Chuck Schumer (D-NY). The legislation invests roughly \$370 billion for energy and climate measures. The House of Representatives is scheduled to vote on the legislation on Aug 12, where the legislation is expected to pass. Highlights of the legislative package include:
 - access to direct payment of energy tax credits for non-profits like rural electric cooperatives and municipal and public power utilities;
 - extended and new tax incentives for renewables, carbon capture, hydrogen, standalone energy storage, nuclear, and EVs;
 - \$60 billion in funding for clean energy manufacturing;
 - \$27 billion for a green bank;
 - \$2 billion for a transmission loan program through DOE;
 - \$760 million through DOE to local siting authorities to site and facilitate interstate transmission lines; and
 - \$4.28 billion to state energy offices to provide rebates to homeowners for energy-saving retrofits, including heat pump water heaters, heat pump heating and cooling, improved electrical panels or wiring, and home insulation or sealant.
- As part of Sen. Manchin’s agreement with Majority Leader Schumer to advance the Inflation Reduction Act, the Majority Leader and House Speaker Nancy Pelosi (D-CA) have agreed to advance a package of permitting reforms. Sen. Manchin’s office released a summary of the proposed reforms, which includes enhancing federal government

GOVERNMENT RELATIONS ACTIVITIES REPORT (7.18.22-8.12.22)

permitting authority for interstate electric transmission facilities that have been determined by the Secretary of Energy to be in the national interest. Senate Democrats will have to secure at least 10 Republican votes to advance the package.

KEY HEARINGS

- July 19 | House Transportation and Infrastructure [hearing](#) on implementing the Infrastructure Investment and Jobs Act
- July 19 | Senate Committee on Energy and Natural Resources [hearing](#) on federal hydrogen pipeline regulatory authorities.
- July 27 | Senate Environment & Public Works Committee [hearing](#) examining the development of projects and implementation of policies that support carbon capture, utilization, and storage (CCUS) technologies.

CALENDAR

- The House of Representatives is scheduled to be in “recess” from July 30 to September 13. (*Note: the House of Representatives returned from recess on August 12 to vote on the Inflation Reduction Act*)
- The Senate is scheduled to be in “recess” from August 6 to September 6.

INTERESTING READS

- Politico: [Biden announces modest steps to fight climate’s ‘clear and present danger’](#)
- Politico: [Impact of Supreme Court’s climate ruling spreads](#)
- NPR Interview w/ Senator Maria Cantwell: [How will legislation known as the CHIPs bill help the economy?](#)
- Politico/E&E: [What’s in the Democrats’ climate and energy legislation](#)
- E&E News: [How Manchin-Schumer would change energy, from oil to solar](#)
- Washington Post: [How the Schumer-Manchin climate bill might impact you and change the U.S.](#)
- New York Times: [Climate bill would be ‘transformative’ for auto and energy industries](#)
- New York Times: [How the New Climate Bill Would Reduce Emissions](#)
- Politico: [Historic climate bill to supercharge clean energy industry](#)
- E&E Daily: [‘See what sticks’: Manchin releases permitting wish list](#)

Local Government Relations Activity Report

LOCAL OVERVIEW

- On July 19, the Edmonds City Council unanimously confirms Mayor Nelson’s selection of Todd Tatum as the city’s new Community and Economic Development Director.
- On Aug. 1, the Arlington City Council approved the 6-year Transportation Improvement Plan (TIP) for years 2023 – 2028 including 63rd Avenue NE Phase 4 adjacent to the PUD Arlington site by extending 63rd Avenue to a three-lane roadway with a 12-ft wide multiuse trail and roundabout at 172nd Street NE.
- On Aug. 10, Snohomish County Executive Somers [announced](#) a new effort to expand access to high quality broadband. Using American Rescue Plan Act (ARPA) funds, Snohomish County will launch a comprehensive study to identify gaps in high-quality broadband access for households across the county. The study will review and map gaps in broadband infrastructure, speed, and affordability to ensure programmatic solutions address an array of access challenges with a focus on understanding the least served areas from access and affordability perspective. The Executive Somers proposed, and the Snohomish County Council allocated \$5 million in the county’s ARPA funds toward broadband expansion efforts.

GOVERNMENT RELATIONS ACTIVITIES REPORT (7.18.22-8.12.22)

- On Aug. 11, the Port of Everett announced acquisition of the former Mukilteo ferry terminal holding lanes for \$3.5 million to preserve the property for future development of the Mukilteo waterfront. As redevelopment plans are considered, the site will be a temporary parking lot for waterfront user needs.

INTERESTING READS

- My Everett News: [Food Banks in Everett and Snohomish County in “Dire Need”](#)
- Everett Herald: [Community Transit plan: more frequent buses, new routes, ‘clean’ fuel](#)
- Everett Herald: [Lynnwood Poplar Way bridge over I-5 gets 25M federal boost](#)
- Smart Cities: [Mayors and city leaders voice support for Inflation Reduction Act](#)
- Everett Herald: [Monroe to start building a walking path along US2](#)

SNOPUD

RELIABILITY 2021

August 16th 2022 Commission Meeting

System Planning & Protection
Zack Scott – Principal Engineer
Dave Popach – Senior Design Engineer
Last Presented June 1st 2021



Reliability & Strategic Priorities



Operations

- Increase communication between System Operators, Construction, and Engineering
- Provide training for protective equipment and new technology
- Continue switching to restore customers when available



Customer Experience

- Reduce customer outages and duration
- Provide real-time feedback to our customers



Safety & Team

- Identify, maintain, and replace aged equipment
- Provide equipment for safely isolating and restoring power
- Team members applying knowledge to implement safe and productive work practices



Cost Management

- Effectively allocate District maintenance resources
- Responsibly source and evaluate protective equipment

Reliability Index Definitions

System Average Interruption Duration Index (SAIDI)

- This index measures the total duration of interruption for the average customer during the year. Our SAIDI is measured in minutes. SAIDI is calculated for our entire system, individual substations and individual circuits in all of our substations.

Customer Average Interruption Duration Index (CAIDI)

- This index represents the average time required to restore service to customers during an outage. CAIDI is also measured in minutes. CAIDI is calculated for the entire system, individual substations and circuits.

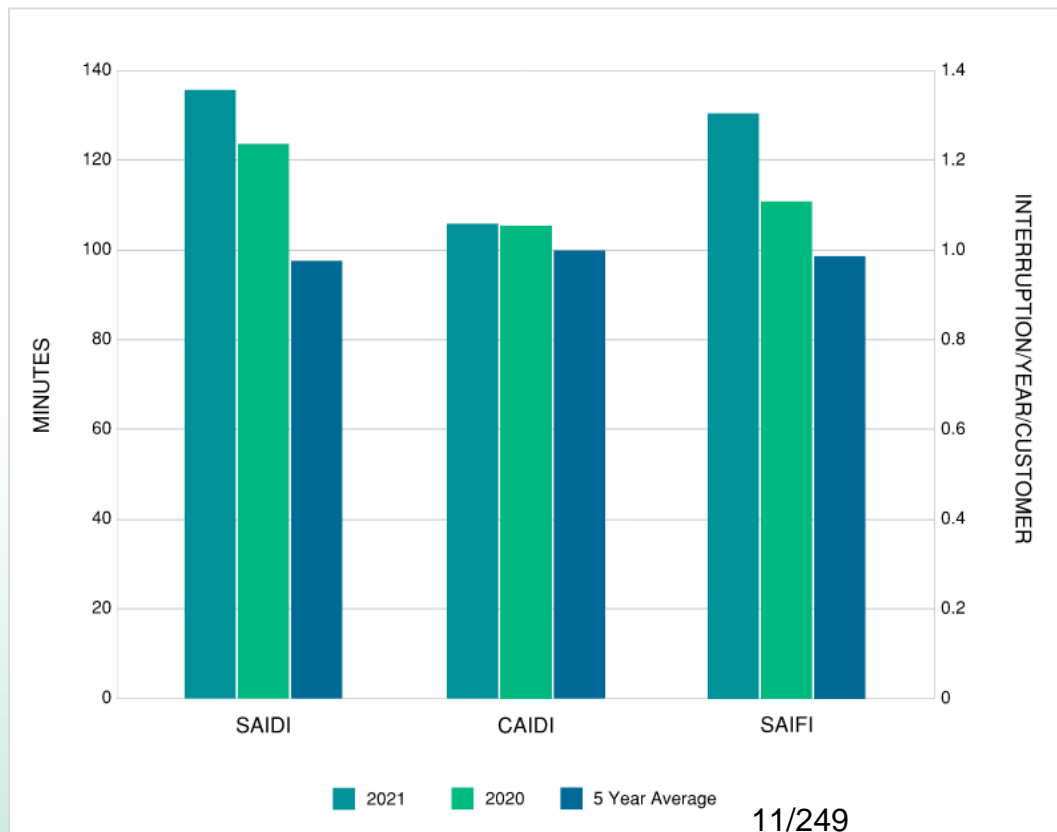
System Average Interruption Frequency Index (SAIFI)

- This index indicates how often the average customer experiences a sustained outage. SAIFI is measured in number of outages. SAIFI is calculated for the entire system, individual substations and circuits.

Major Event Day (MED)

- A Major Event Day is used to define a 24-hour period during which SAIDI exceeds a threshold, separating these statistics from those for typical day-to-day operations. This will prevent exceptional days from skewing statistics, allowing reliability analysis to be based on typical days.

2021 Compared



2021

SAIDI: 137.9

CAIDI: 106.7

SAIFI: 1.29

2020

SAIDI: 123.6

CAIDI: 106.4

SAIFI: 1.16

5 Year Average

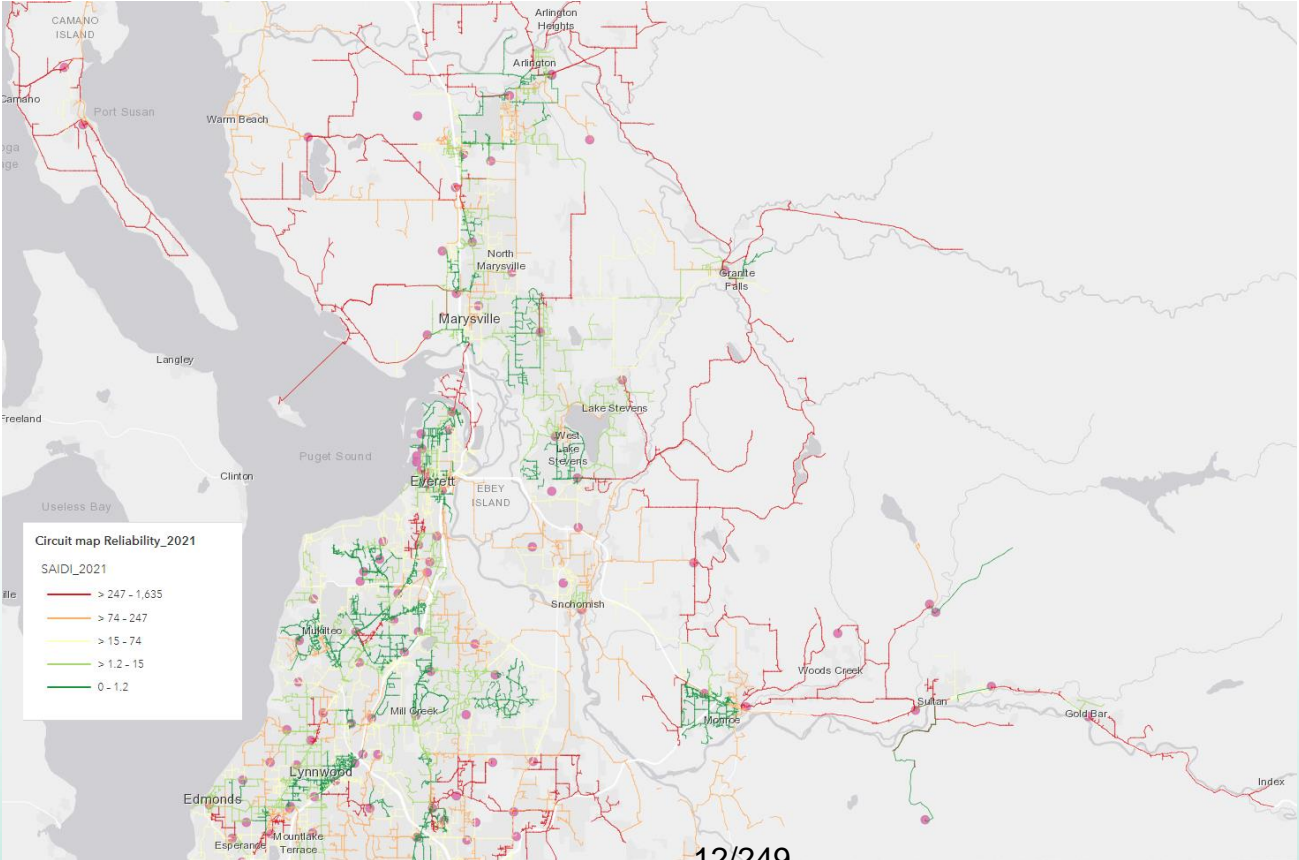
SAIDI: 97.8

CAIDI: 100

SAIFI: 0.98



Heat Map



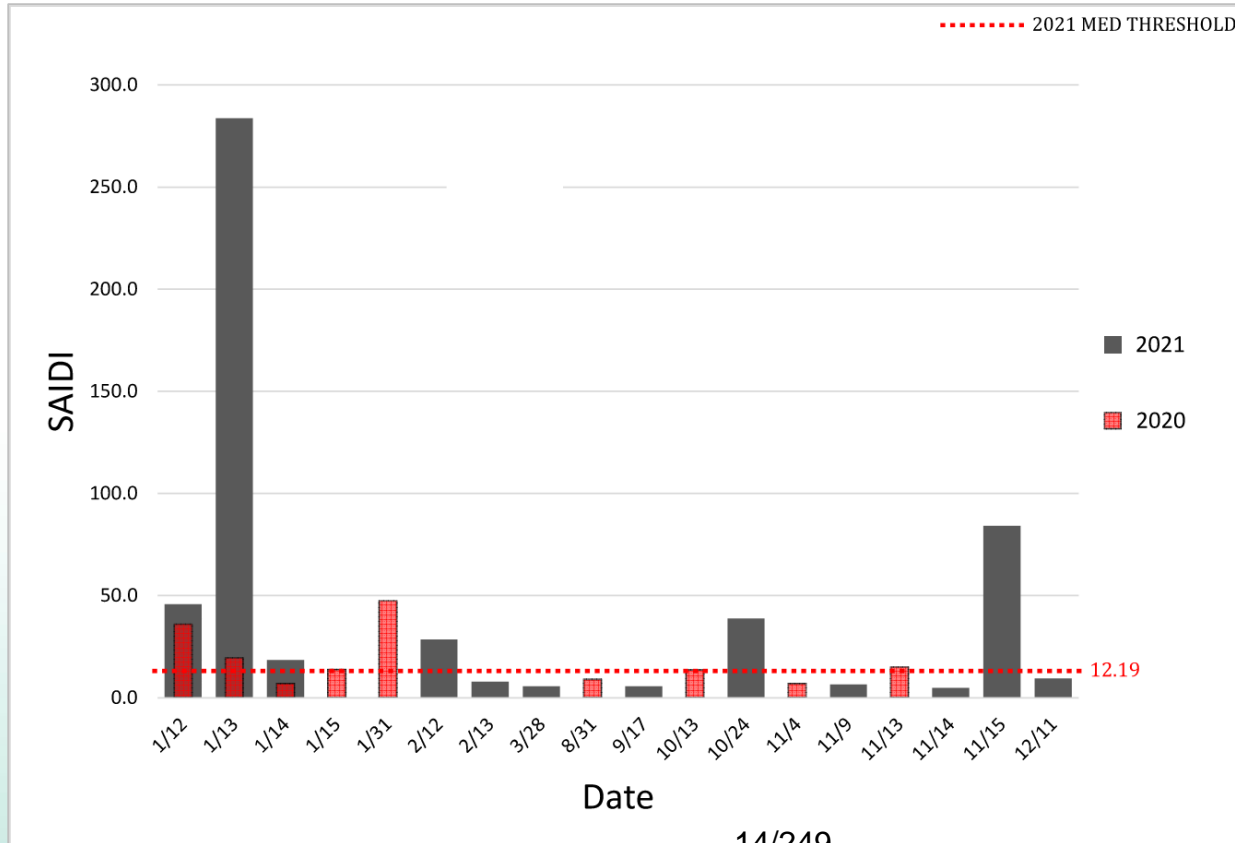
Other Utilities Compared

Data Year	Utility Name	SAIDI With MED	SAIFI With MED	CAIDI With MED	SAIDI Without MED	SAIFI Without MED	CAIDI Without MED
2020	PUD 1 of Snohomish County	262.6	1.69	155.2	123.6	1.16	106.4
2020	Puget Sound Energy Inc	414	1.7	243.5	171	1.06	161.3
2020	Avista Corp	218	1.48	147.3	122	0.85	143.5
2020	PUD No 1 of Jefferson County	397.6	2.3	172.1	397.6	2.3	172.1
2019	PUD 1 of Snohomish County	124.9	1.0	124.9	91.3	0.86	106.2
2019	Puget Sound Energy Inc	550	1.57	350.3	136	0.96	141.7
2019	Avista Corp	222	1.08	205.6	121	0.82	147.6
2019	PUD No 1 of Jefferson County	291	2.04	142.6	291	2.04	142.6
2018	PUD 1 of Snohomish County	271	1.65	164.0	92.9	0.91	102.3
2018	Puget Sound Energy Inc	434	1.52	285.5	145	0.99	146.5
2018	Avista Corp	135	0.83	162.7	117	0.79	148.1
2018	PUD No 1 of Jefferson County	358	2.03	176.6	357	1.19	299.8
AVG	PUD 1 of Snohomish County	219.5	1.4	148.0	102.6	1.0	105.0
AVG	Puget Sound Energy Inc	466.0	1.6	293.1	150.7	1.0	149.8
AVG	Avista Corp	191.7	1.1	171.9	120.0	0.8	146.4
AVG	PUD No 1 of Jefferson County	348.9	2.1	163.8	348.5	1.8	204.9

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Major Event Days

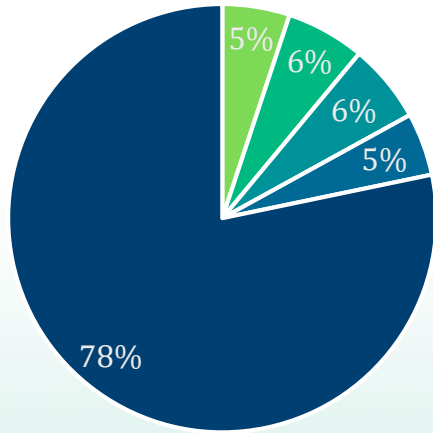


Date	SAIDI
1/12/2021	45.8
1/13/2021	283.7
1/14/2021	18.5
2/12/2021	28.5
10/24/2021	38.8
11/15/2021	84.2



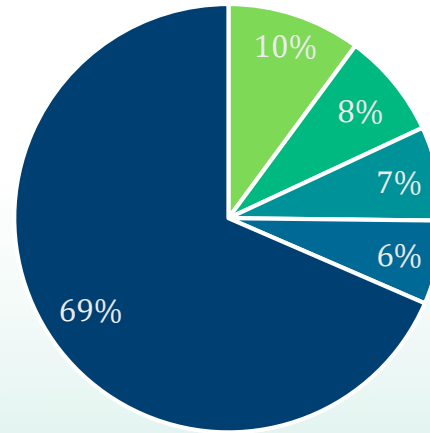
SAIDI Contribution by Substation

2021 SAIDI Contribution



- Woods Creek
- Granite Falls
- Three Lakes
- Eagle Creek
- All Other Substations

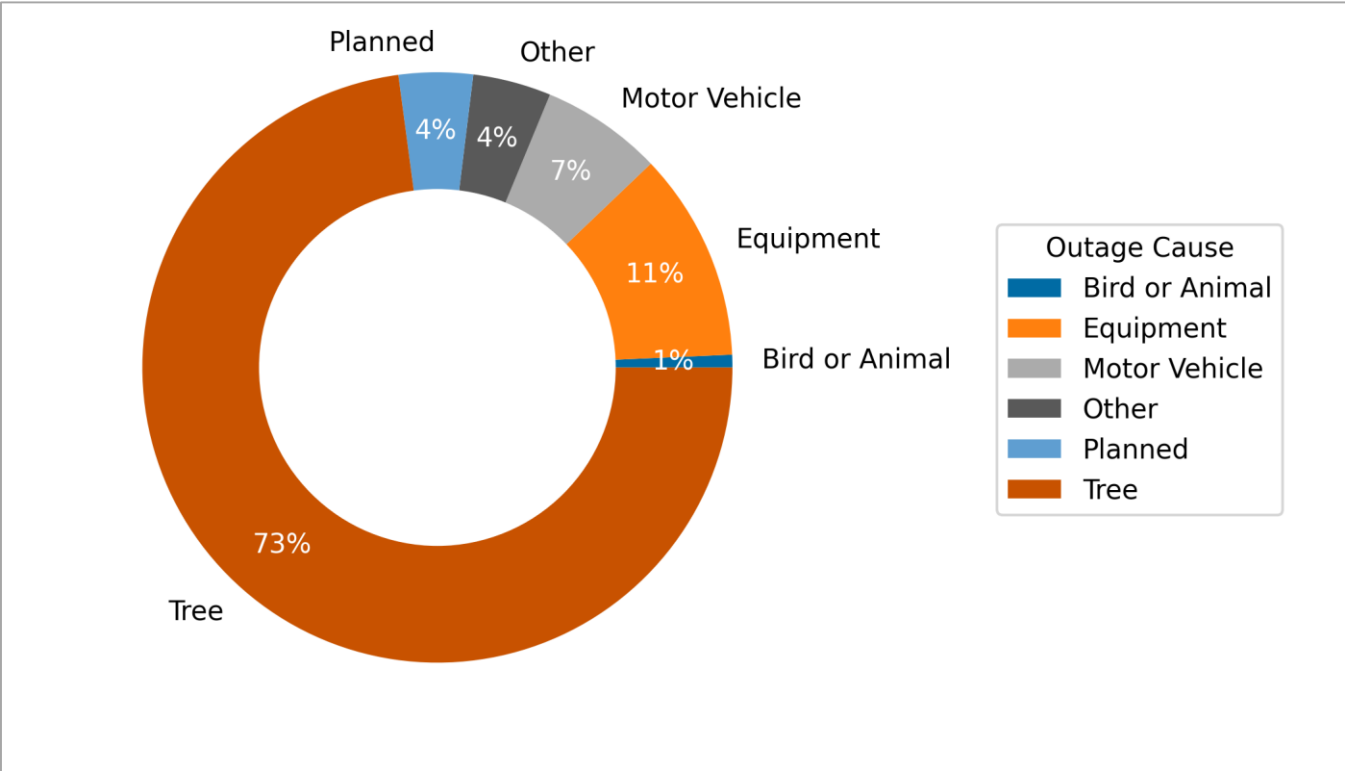
2020 SAIDI Contribution

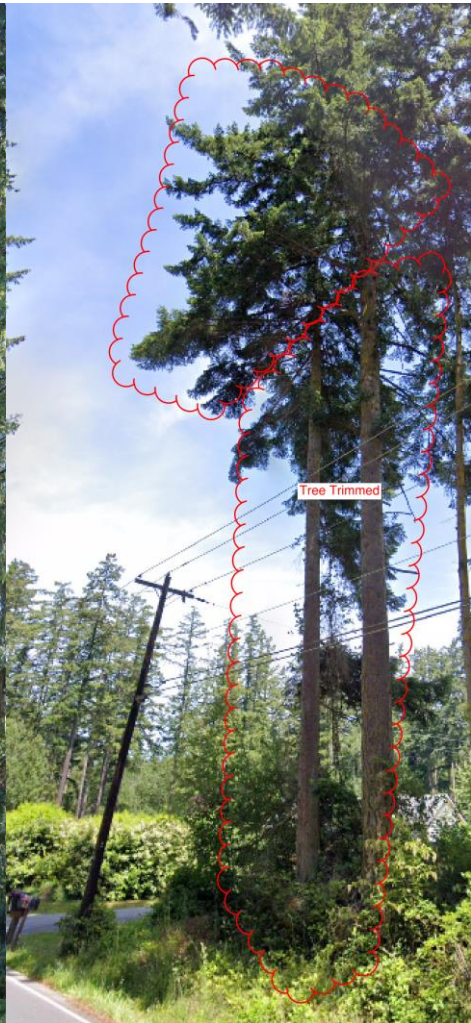
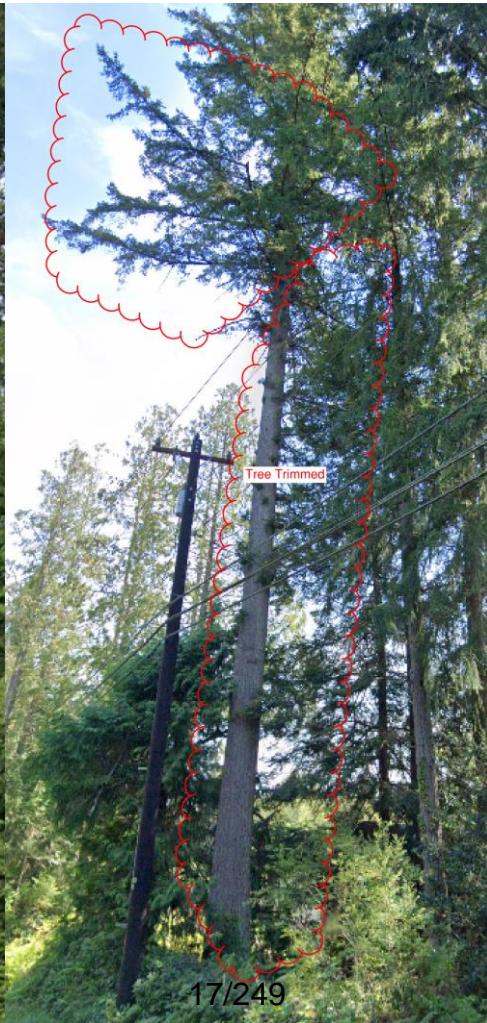
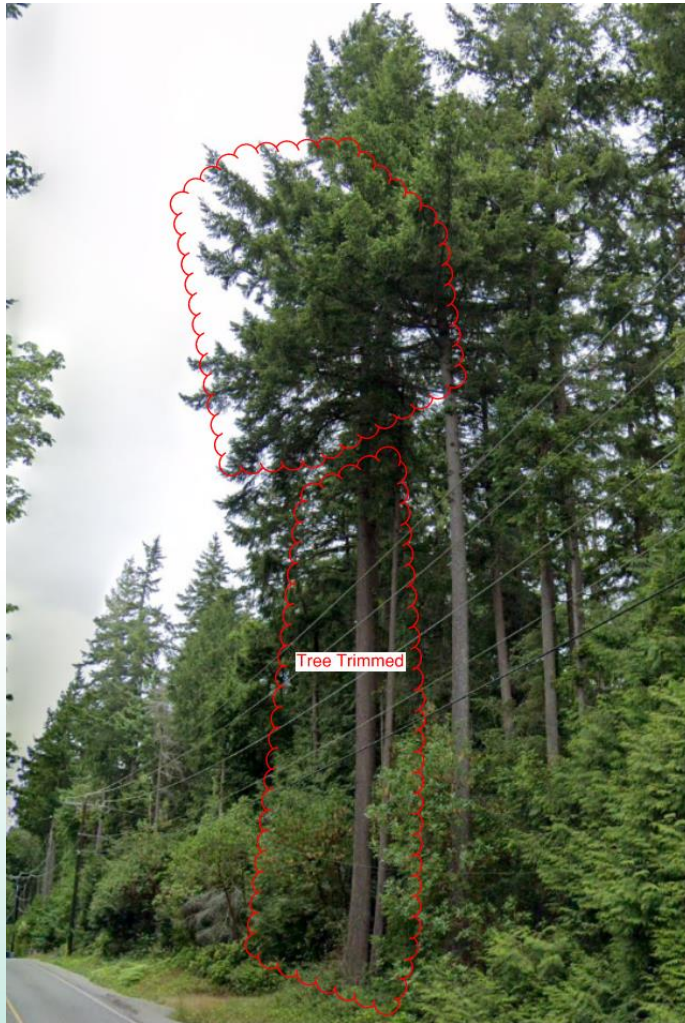


- Woods Creek
- Granite Falls
- Goldbar
- Eagle Creek
- All Other Substations

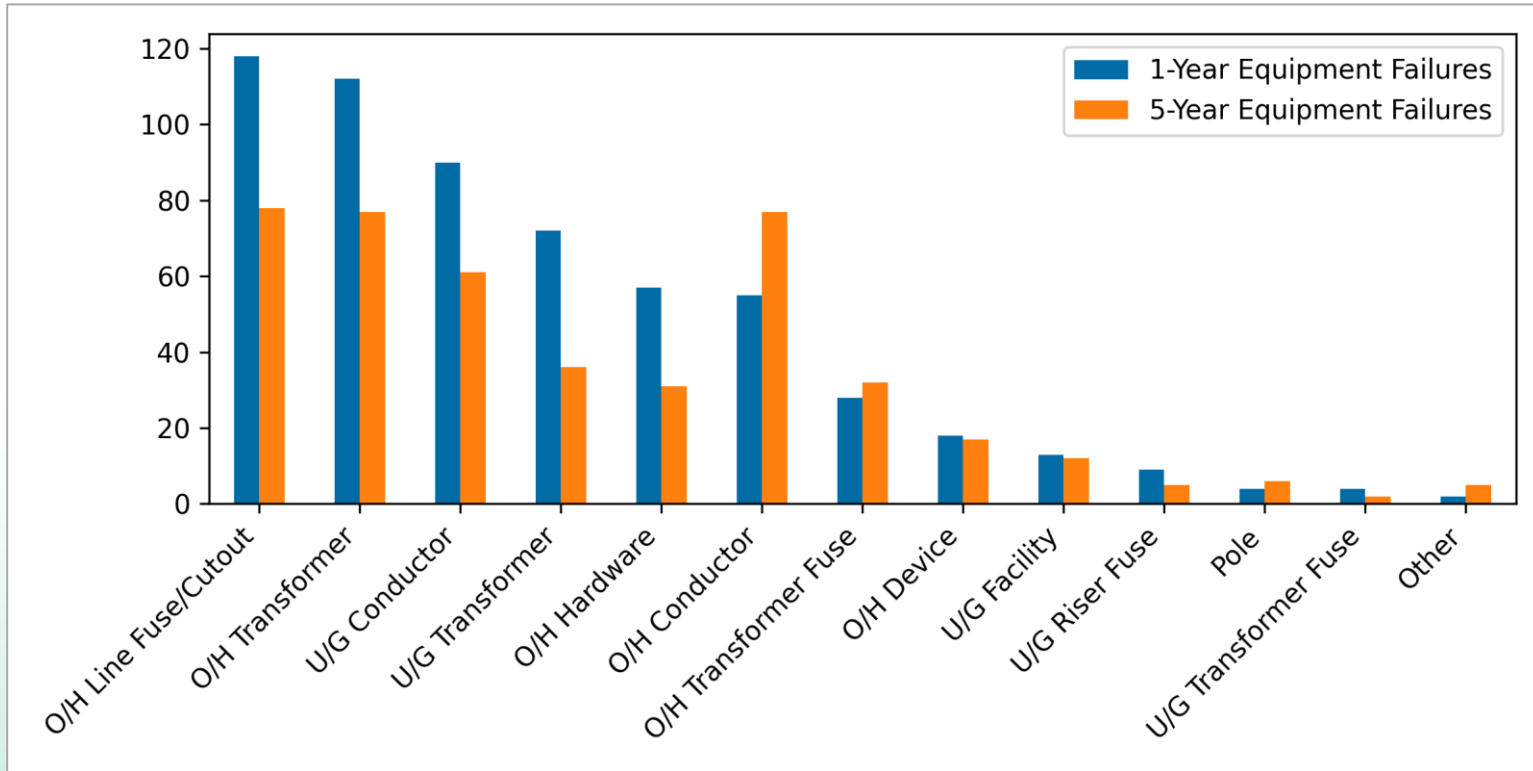


Outage by Cause – SAIDI





Equipment Failures



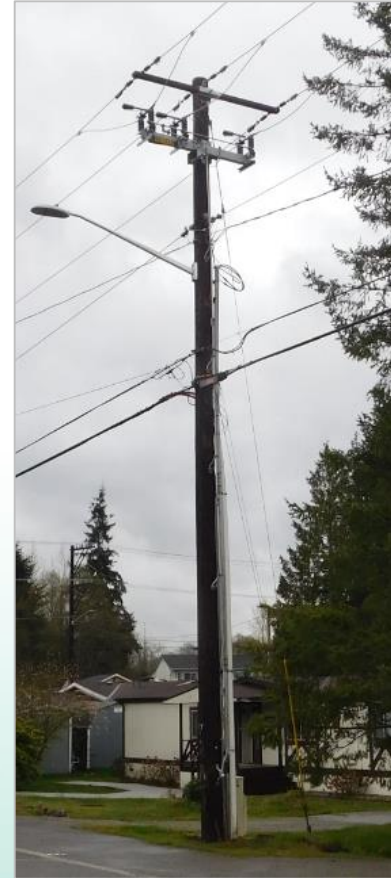
2021 Distribution & Engineering Projects

- Completed 94 Inertia switch replacements
- 61 pad-mounted switch inspections
- Field device inspections
- Replaced 528 Aging Poles
- Installed: 13 Reclosers, 5 Capacitor Banks, 3 Regulator Banks
- Woods Creek – Lake Chaplain Tie
- 9 System Reliability Projects

Switching

Potential CMI	Potential SAIDI	Actual CMI	Actual SAIDI	CMI Saved	SAIDI Saved
56,000,000	150	30,500,000	82	25,500,000	68

- In 2021 there were 411 outages that benefitted from switching.
- These 411 outages affected 230,000 customers.
- Outages minutes reduced from a potential 56 million minutes down to 30 million minutes for these 411 outages
- Total outage minutes for 2021: 49 million minutes
- Through switching we were able to reduce our total outage minutes by 35%.



Reclosers

Potential CMI	Potential SAIDI	Actual CMI	Actual SAIDI	CMI Saved	SAIDI Saved
87,000,000	233	32,000,000	87	55,000,000	146

- In 2021 there were 170 outages that benefitted from reclosers.
- These 170 outages could have affected 216,000 customers but only affected 85,000.
- Outage minutes reduced from a potential 87 million minutes down to 32 million minutes for these 170 outages.



Single Phase Reclosers

- Hubbell's operated 5 times in 2021, saving 350,000 Customer Minutes Interrupted (CMI). Reducing outage count from 462 to 159 customers each time.
- TripSaver's operated 4 times since being installed in 2021, saving 997,000 CMI. Reducing outage count from 650 customers to 300 for each set.



Reliability Improvement List

Rank	2021					2020					2019				
	Feeder	Substation	Length	SAIFI	SAIDI	Feeder	Substation	Length	SAIFI	SAIDI	Feeder	Substation	Length	SAIFI	SAIDI
1	12-3503	Portage	6.9	19.00	88.0	12-2034	Lake Chaplain	8.4	4.03	511.1	12-0101	Everett	1.7	2.44	687.1
2	12-1842	Waterfront	2.7	2.64	351.0	12-0810	Granite Falls	38.9	8.36	1128.6	12-2034	Lake Chaplain	8.4	4.00	1248.9
3	12-0810	Granite Falls	39.5	10.42	2299.8	12-5004	Sultan	8.2	3.00	464.0	12-2036	Lake Chaplain	27.9	7.88	438.4
4	12-5004	Sultan	8.2	5.00	714.0	12-3092	Stimson Crossing	5.8	2.16	361.9	12-4503	Polaris	0.6	1.38	89.0
5	12-4677	Harbour Pointe	6.9	1.00	817.0	12-4486	Wallace River	1.5	2.00	79.0	12-0810	Granite Falls	38.6	6.03	700.9
6	12-5395	York	20.3	8.62	1020.1	12-3502	Portage	5.9	8.17	40.8	12-0122	Everett	2.6	1.04	329.7
7	12-2515	North Mountain	34.4	7.76	1816.7	12-2036	Lake Chaplain	29.1	3.20	1054.4	12-0587	Clearview	63.0	4.95	833.2
8	12-1820	Three Lakes	79.7	11.32	1362.9	12-0808	Granite Falls	34.9	4.92	821.0	12-0503	Brier	16.8	4.07	373.2
9	12-0315	North Camano	22.8	6.02	1244.1	12-3505	Portage	15.9	3.03	573.6	12-1819	Three Lakes	45.5	4.40	248.4
10	12-5211	Sunset	7.3	1.19	680.9	12-2516	North Mountain	2.6	1.00	131.0	12-2062	Floral Hills	14.0	2.67	661.2



Automatic Switching (Auto-sectionalizing and Auto-transfer)

- Automatic switching schemes operated during 18 transmission outages
- (6) of those outages were the result of temporary faults
- In (11) of the remaining (12) permanent faults, CMI was reduced by the AS schemes
- Added or upgraded 6 schemes in 2021
- Planning to do 6 in 2022

Woods Creek Underground Conversion Costs

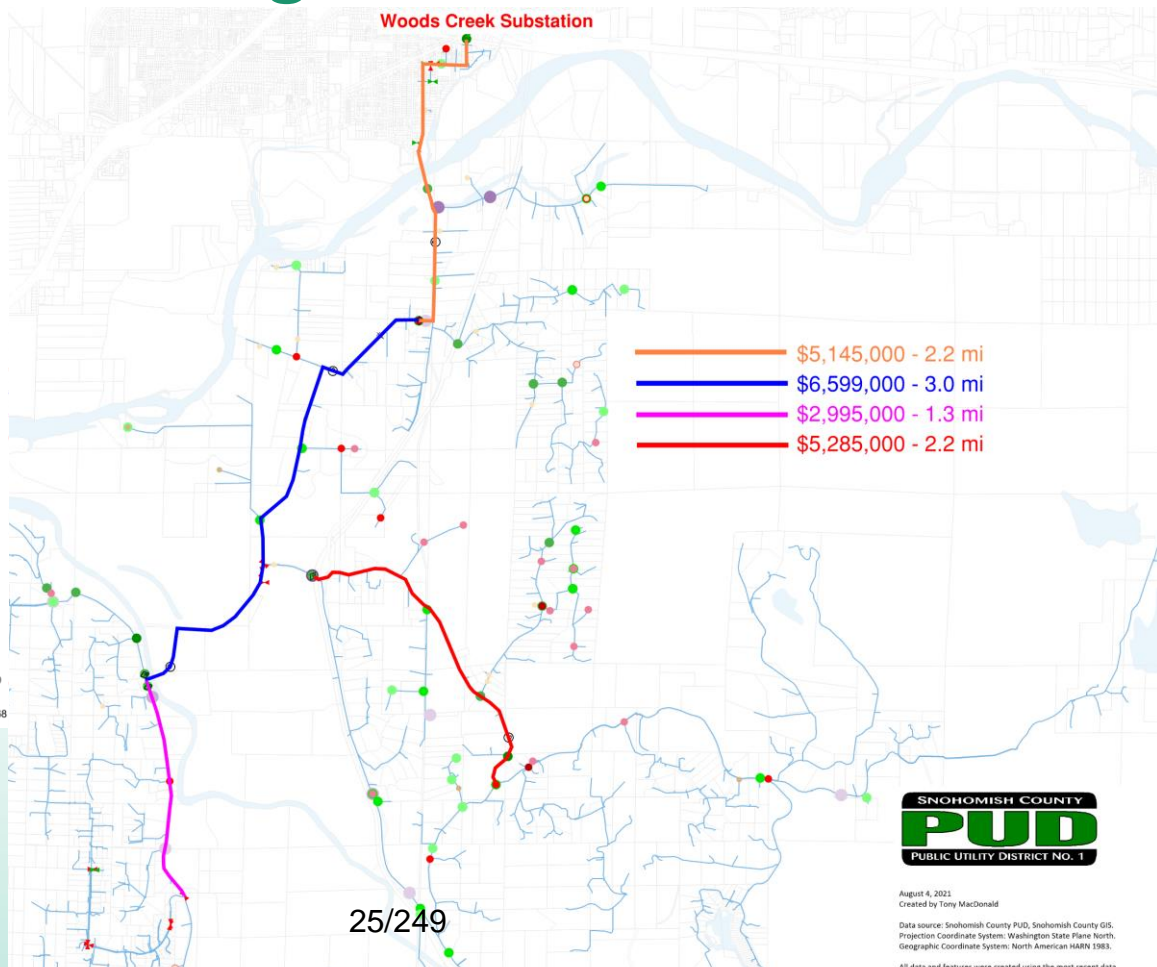
Legend

- ⚡ Capacitors
- ◊ Recloser
- ⊕ Regulator
- Normally Open Switches
- Normally Closed Switches
- Circuit 12-1809



Incident Cause/CMI

Other	Equipment Failure	Tree Preventable/ Non-Preventable	Motor Vehicle
● 0 to 500	● 0 to 500	● 0 to 500	● 0 to 500
● 501 to 10000	● 501 to 10000	● 501 to 10000	● 501 to 10000
● 10001 to 50000	● 10001 to 26373	● 10001 to 50000	● 10001 to 50000
● 50001 to 91941	● 50001 to 756386	● 50001 to 229068	



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August 4, 2021
Created by Tony MacDonald

Data source: Snohomish County PUD, Snohomish County GIS.
Projection: Coordinate System: Washington State Plane North.
Geographic Coordinate System: North American NAD83 1983.

All data and features were created using the most recent data.



Woods Creek 1809 Feeder Conversion to Underground

- Total cost estimate for the underground conversion of a portion of one of the four circuits (WCK 12-1809) on Woods Creek came out to \$20,024,000.
- Alternative Reliability Project Cost Estimates:
 - New Substation: \$9,000,000
 - Recloser: \$70,000
 - Tie Switch: \$25,000
 - Single Phase Recloser: \$6,000

Why Distribution Automation (DA)?

Today without DA an Outage Has These Steps:

- Typical outage takes 106 minutes to restore
- Time to Identify Outage
 - If on feeder and a substation breaker opens SCADA alerts us immediately
 - If on a lateral, will require a call
- Transit time for serviceman (longer at night)
- Time to find damage and assess situation
- **Make any switching changes to isolate damage and restore customers in undamaged area**
- Time for repairs and final restoration

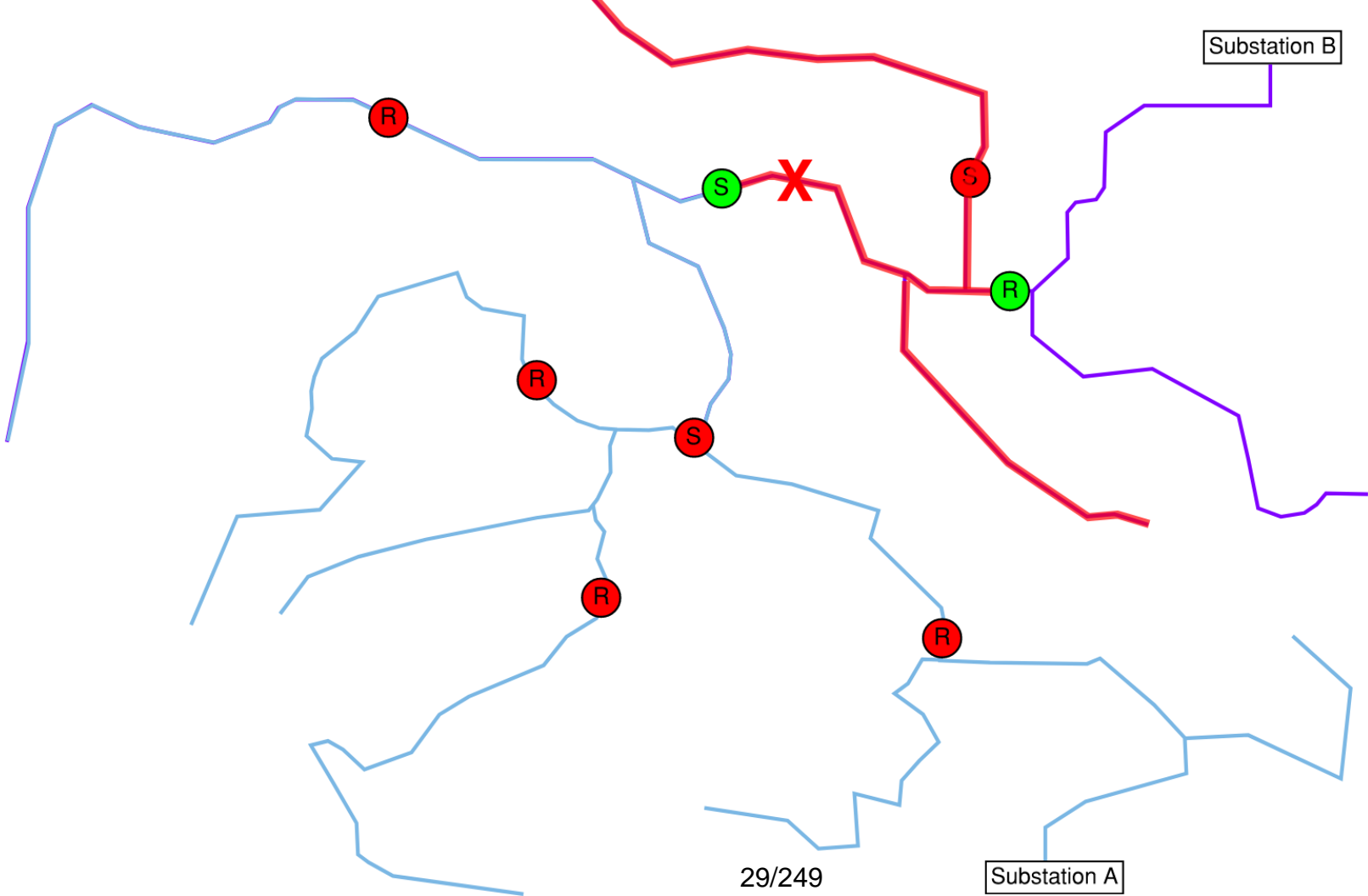
Outage for All
Customers
(30-90
Minutes)

Outage for
Customers
in Damaged
Area Only

After DA

With DA an Outage would look like this:

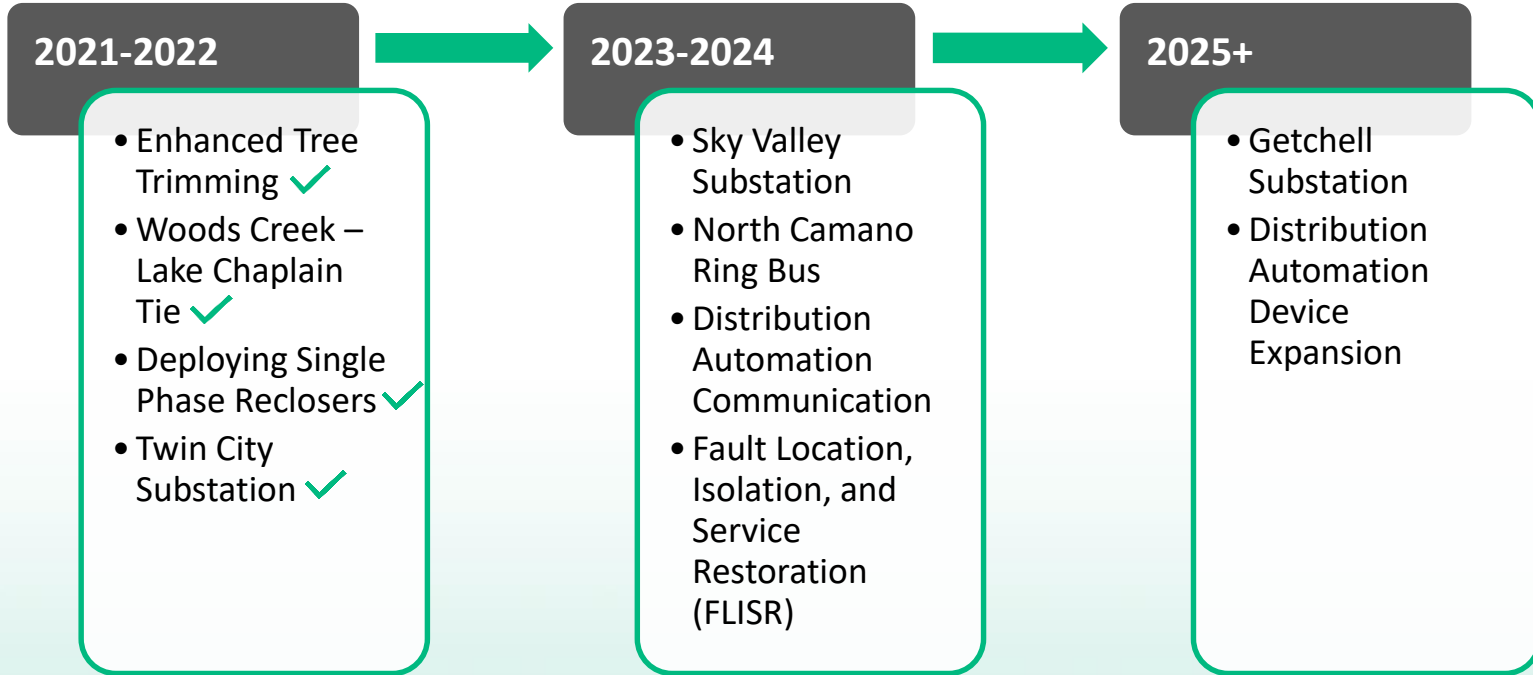
- Time to Identify Outage
 - If on feeder and a breaker or recloser opens, SCADA alerts us immediately
 - If on a lateral, will still require a call
 - **Switching is done automatically within one minute to restore customers in the undamaged areas**
 - Transit time for serviceman (longer at night)
 - Time to find damage and assess situation
 - Make any switching changes to isolate damage and restore customers in undamaged area
 - Time for repairs and final restoration
- Outage for All Customers (<1 Minute)
- Outage for Customers in Damaged Area Only



- R** Recloser Closed
- R** Recloser Open
- S** Switch Closed
- S** Switch Open



Future Plans



Any Questions

FOCUS ON THE FUTURE:
**District Strategic
Planning Update**

August 16, 2022

Presented by:
Laura Lemke
Strategy & Performance Planning

Last presentation:
May 3, 2022



TODAY'S PURPOSE

Our intent today is to update the Commission on our progress and share our external stakeholder engagement plan.

REQUEST OF THE COMMISSION

There is no specific request of the Commission today. The content being provided is advisory.

Topics for this morning

- Overview of strategic framework
- Update on timeline and work activities
- Briefing on external stakeholder feedback plan

District Strategy Development Framework

District Planning Horizon

purpose, vision, commitments, values *(enduring)*



long-term strategy *(10+ years)*
sets strategic priorities and long-term goals



strategic plan *(5 years)*
sets objectives, performance indicators,
and key initiatives



operating plans *(2 years)*
Specific projects, activities,
and budgets



increasing
uncertainty
over time

Long-Term Strategy

Looks out 10-15 years | Updated as required

Sets the long-term direction and strategic priorities of the District. Directly supports achievement of our purpose and vision and delivers on our commitment.

Strategic Plan

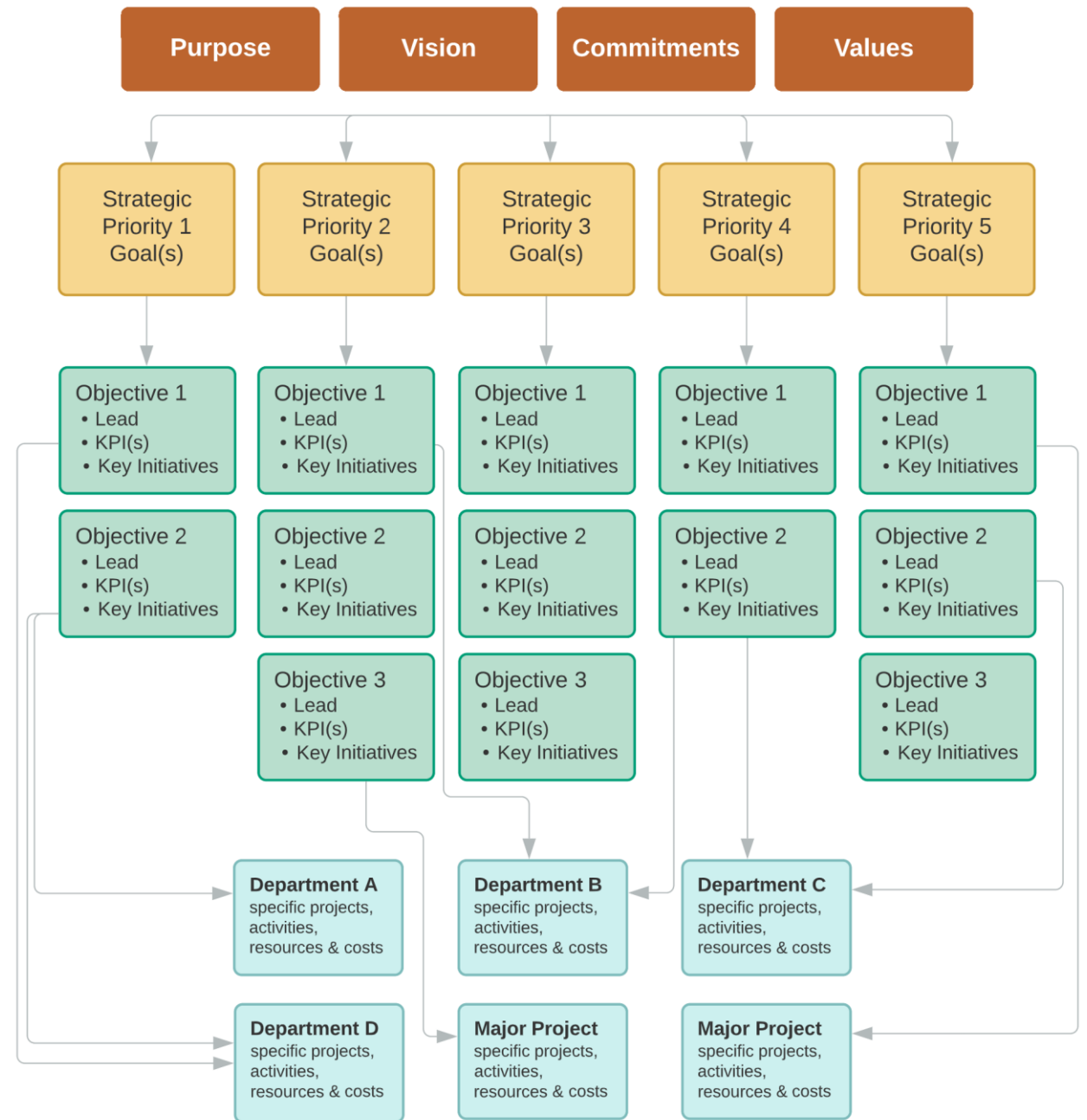
Looks out 5 years | Updated ~every 3 years

Directly supports long-term strategy by defining specific 5-year objectives for each strategic priority. Articulates strategy, key initiatives, and high-level activities to achieve each objective and defines metrics for success.

Operating Plans

Look out 2 years | Updated each year

Flows strategic plan objectives and initiatives from District to division to team. Balances strategic work with other operational priorities and objectives.



Prior Presentations & Conversations

May 3, 2022	Draft Long-Term District Strategy
Jan 25, 2022	Special Meeting – Strategic Priorities Workshop
Jan 4, 2022	District Strategy: 2040 Scenario Planning Insights
Aug 17, 2021	District Strategy Scenario Planning Briefing
Mar 29, 2021	Special Meeting – Strategy Workshop
Dec 15, 2020	District Long-Term Strategy Development

Strategy Core Team



Laura Lemke
Strategy &
Performance Planning



Kim Johnston
Government Relations,
External Affairs, and
Strategy



Lisa Hunnewell
Business Readiness
and Training



Sarah Bond
Budget and
Financial Planning



Brian Booth
Rates, Economics & Energy
Risk Management



John Hieb
System Planning and
Protection



Kellie Stickney
Media and
Public Relations



Michelle Ardry
Customer Service

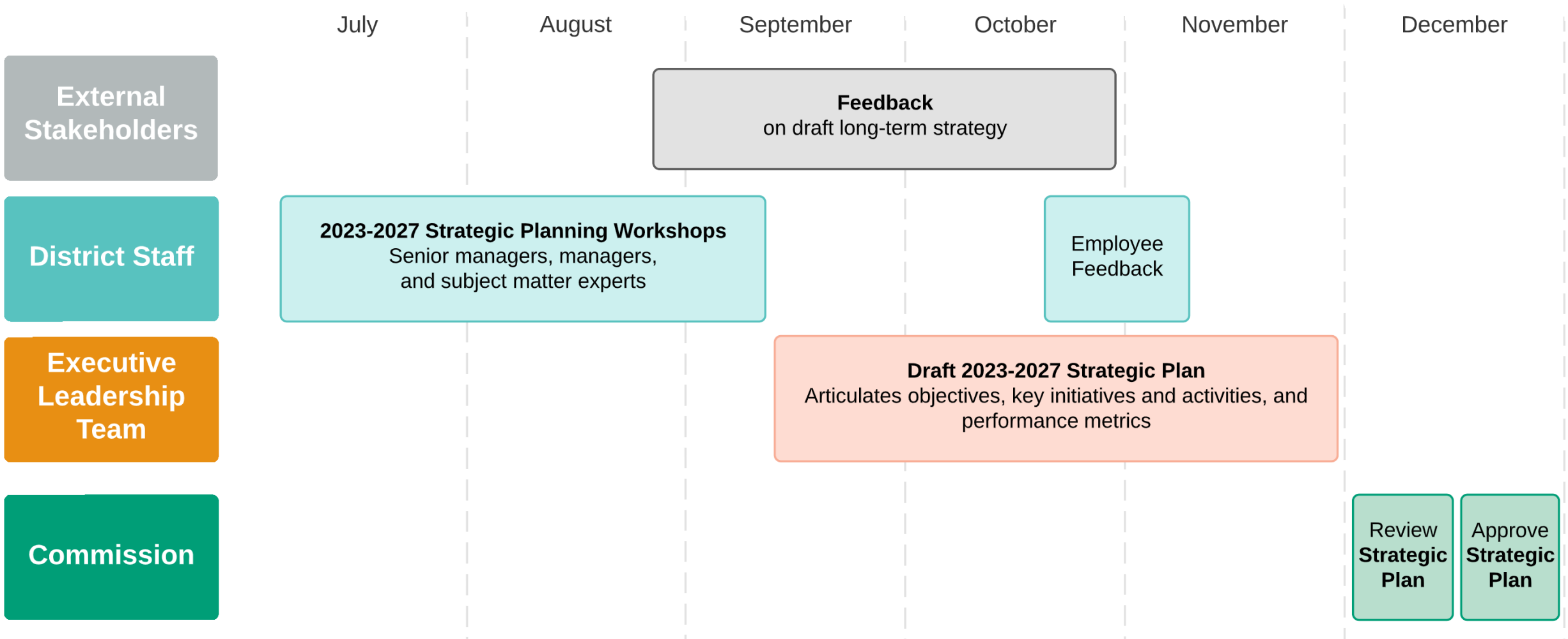
Work Status and Timeline



Work Status

- Planning for External Stakeholder Outreach
- The ELT has drafted fifteen objectives to support the five priorities
- The Strategy Core Team is holding workshops with District leaders and subject matter experts (SMEs) to gather their input for each objective
- Workshop input will inform the draft 2023-2027 Strategic Plan, to be developed this fall

Timeline



External Stakeholder Feedback Plan



Feedback Plan Overview

Staff will share the draft long-term strategy, reviewed by the Commission on May 3, 2022.

With external stakeholders and request their comments and feedback.

Outreach is planned to begin in late August and will continue through October.

INTENDED OUTCOMES

- Confirm alignment of our priorities and goals with stakeholder needs
- Surface concerns and perceived or actual gaps
- Identify additional ideas for how we could help our communities thrive

ENGAGEMENT MODEL

- Engage a wide variety of stakeholders
- Meet stakeholders where they are and where they expect to find information from us
- Offer easy options for providing feedback

Stakeholder Groups and Engagement

**Governments,
Public
Agencies, and
Tribes**

**Regional
Partners and
Organizations**

**Community
Partners and
Local
Organizations**

**Key
Commercial
and Industrial
Customers**

**Small and Mid-
Size
Businesses**

**Residential
Customers**

COMMUNICATION METHODS

- Email outreach to key contacts
- Fall editions of
 - ✓ CURRENT
 - ✓ The Wire
 - ✓ Energizing Business
- Highlight and informational page on www.snopud.com

FEEDBACK CHANNELS

- Online comment form
- Email
- Virtual or in-person conversations

District Strategic Planning Update

Appendix

Draft long-term district strategy as shared with
the Commission on May 3, 2022

Snohomish County PUD Long-term Strategy

Draft: April 22, 2022

Electricity and water are vital to life and work in our communities. Our customers rely on our services to be there any time they flip a switch, plug in a device, or open a tap. They trust us to meet their needs and deliver exceptional, dependable value regardless of current or future circumstances.

Our world is changing at an unprecedented pace. If we fail to evolve, we risk being left behind. How do we keep up while staying true to our purpose and values? How do we keep our commitments when the goal posts are continually shifting? How do we navigate the coming challenges and ensure our business and operations remain on solid ground in 20 years?

In 2021, we began developing an updated and comprehensive long-term strategy and strategic plan to guide us in becoming our communities' utility of the future. The work builds on the strengths and achievements of prior strategic planning efforts while expanding the scope to incorporate a unified vision and values and updated strategic priorities.

We believe our strategy positions us for success, and we are eager to implement it. The strategy articulated in this document will inform development of our 2023-2027 Strategic Plan.

A LEGACY OF SERVICE

We are public power and water. Since we were created by a vote of the people in 1936, we have been not-for-profit, community owned, and locally governed. Nearly 90 years later, our mission remains the same: deliver safe, reliable, and environmentally sustainable electricity and water to our communities.

Our 1,140 employees are dedicated to serving Snohomish County and Camano Island, some of the fastest growing communities in the country. Currently we provide electricity to more than 850,000 people and 25,000 businesses through 370,000 electric meters. We directly serve 23,000 water customers and supply wholesale water to eleven local utilities.

The communities we serve have diverse current and future needs. We know that our ability to be successful in the future is intertwined with theirs. We embrace each opportunity to partner with them and work together to achieve a bright future for our customers.

We are the second largest public utility in the Pacific Northwest and the twelfth largest in the United States. That puts us in a unique position to be a leader in advocating for change that creates a better future for our region and the neighbors and friends we serve.

CREATING CLARITY

Having clarity across Team PUD around the fundamental aspects of what we do, why we do it, where we are going, and the commitments that anchor us is fundamental to our ability to succeed. That shared understanding is woven into everything we do and the decisions we make. It underpins our strategy, guides our priorities, and drives us to be better at what we do.

OUR PURPOSE *(what guides us)*

We deliver essential utility services to help our communities thrive.

OUR VISION *(where we are going)*

Be the utility that delights our customers and energizes life in our communities.

By achieving our Vision, we will be the best utility for our communities. We will help our customers and communities creatively meet the future head on, powering a strong economy and environment. Given the opportunity, our customers will rave about our service and the value we provide and would choose us over any other option.

OUR COMMITMENT *(the tenets that anchor us)*

We take seriously our role in supporting the vitality of the communities we serve, today and tomorrow. To fulfill our role, we will:

BE A POWERFUL PARTNER by

- Proactively anticipating and supporting community and customer needs
- Advocating for our communities in the places and ways that matter most
- Serving as a valuable resource for our customers, community partners, and industry peers

PROVIDE EXCEPTIONAL VALUE through

- Fiscally responsible planning and management
- Continual improvement, operational excellence, and innovation
- Environmentally sustainable products, services, operations
- Responsible stewardship of community assets

DELIVER EXCELLENT EXPERIENCES built on

- Reliable, resilient, and dependable water and electricity
- Transparent, proactive communication
- Rates and services designed to meet customers where they are with options relevant to them

BE THE BEST VERSION OF TEAM PUD by

- Always putting community and employee safety first
- Fostering a community-centric, inclusive culture that empowers engaged employees
- Investing in our employees through training, opportunities, and tools that nurture excellence
- Bolstering workforce development efforts in our communities

OUR VALUES *(how we behave)*

We hold ourselves and every member of Team PUD to high standards.

We have **INTEGRITY**. We are a **TEAM**.

Every day we **SERVE** with pride, **RISE** to challenges, **SAFEGUARD** what matters.

We chose to **INCLUDE** all, **SEEK** growth, and be **BOLD**.

LOOKING TO THE FUTURE

Effective strategy empowers an organization to act in the present and succeed in an uncertain future. We know from experience, including the COVID-19 pandemic, the importance of a strategy that enables us to be nimble and adaptable in the face of changing needs and circumstances.

Helping our communities thrive means we must become the utility of their future. Doing so requires that we look beyond our day-to-day operations and consider what the future could hold, what might be asked of us, and what we need to deliver on our Commitment. Only by envisioning the future and planning for what it could bring will we know what must be done today to achieve success tomorrow.

LEVERAGING SCENARIOS TO SHAPE STRATEGY

Our strategy is informed by comprehensive scenario planning efforts designed to help us imagine how our region might change in the next 20 years and identify the resources and capabilities we will need to help our communities thrive in any potential future.

The scenarios we developed told stories about what 2040 might look like in our region and how our communities and customers could change. Our scenarios were not intended to predict the future, but to help us make better decisions in the present.

We asked employees from across our organization to tell us what it would take for us to live up to our Purpose, achieve our Vision, and keep our Commitment in those futures. Employee workshops explored the strategic implications of each scenario and considered what success would require. From there, employees identified the capabilities and resources that were important in multiple scenarios.

The ELT and Commission built on these insights to prioritize long-term opportunities and challenges and identify strategic priorities.

KEY OPPORTUNITIES AND CHALLENGES

These key opportunities and challenges are driven by external forces and their effects on our communities and our operating environment. Any of them could have a major impact on the course and direction of our business and our ability to fulfill our Purpose, achieve our Vision, or deliver on our Commitment. Successfully navigating them requires significant, coordinated organizational responses from our leadership.

Community & Operating Environment

- Quickly growing communities will have diverse needs and new expectations
- Increasing community and customer reliance on electricity will intensify pressure for reliable and resilient service
- Technological change and adoption by our customers, communities, partners, and industry will impact all aspects of our operations
- Regulatory requirements to decarbonize all aspects of District operations
- An increasingly competitive labor market
- Growing operating, maintenance, and capital costs driven by a multitude of factors
- Competition from new entrants into the energy and water utility markets

System Operations, Load, and Supply

- Significant shifts in usage patterns and load growth driven by climate change, population growth, and electrification of transportation, buildings, and industry
- Supply-side resource challenges driven by new regulations, risks to existing resources, integration of new resources, new competition, and transmission constraints
- Increasingly severe and disruptive climate change impacts on our communities and operations
- Ever more sophisticated cyber threats and related regulations and penalties
- Sustained or intermittent supply chain issues

STRATEGIC PRIORITIES:

Together, the Executive Leadership Team and the Commission identified five strategic priorities. We believe this focus will enable us to successfully meet the changing needs of our communities and customers and continue to deliver affordable, reliable, environmentally sustainable utility services.

Our strategic priorities are the basis of our 2023-2027 Strategic Plan. Our next steps will include setting specific objectives and goals for each priority and identifying the key initiatives and activities needed to achieve each objective.

Our five strategic priorities are:

1. Bolster operational reliability and resiliency
2. Enhance and evolve customer experiences
3. Actively help our communities thrive
4. Build a sustainable future with our communities
5. Create the culture and capabilities needed for the future

PRIORITY 1: BOLSTER OPERATIONAL RELIABILITY AND RESILIENCY

Accelerating electrification of transportation, heating, and industry will intensify customer and community dependence on electricity and increase overall energy use. The regional clean energy transformation, climate change, and shifts in energy usage will increase the complexity of our business. Ensuring that energy and water are available whenever and wherever they are needed will require sophisticated planning, new and upgraded infrastructure, and continual improvement of our operating practices. Responsible financial management underpins our ability to fulfil our commitments to our communities.

To deliver on this priority, we need to:

- Build the infrastructure, technology, partnerships, and employee capabilities required to meet the energy and water demands of the future
- Engage in and influence the conversations and regulations driving decarbonization and the clean energy transformation in our communities
- Cultivate a resource portfolio that is cost-effective, reliable, and responsive to the requirements of the future
- Forecast, prepare for, respond to, and recover from major events including cyber-attacks, weather extremes, storms, natural disasters, and sabotage
- Ensure our long-term financial health and stability through robust planning, risk management, and adequate reserves

PRIORITY 2: EVOLVE AND ENHANCE CUSTOMER EXPERIENCES

Our communities are becoming more diverse with evolving customer needs and preferences. At the same time, the standards set by other industries, including online retail and package delivery, are influencing what our customers expect of us. We must keep pace and embrace a customer-centric focus across all aspects of our operations, to deliver excellent experiences and earn our customers' loyalty.

To deliver on this priority, we need to:

- Proactively assess emerging trends to anticipate future customer and community needs and desires
- Hear, understand, and respond to what customers want, need, expect, and value
- Meet our customers where they are by using the communication channels and technology platforms they prefer
- Offer rates, billing options, programs, and services that meet varied customer needs and preferences
- Employ a customer-centric approach when designing internal practices, policies, and procedures
- Ensure equitable customer access to utility services

PRIORITY 3: ACTIVELY HELP OUR COMMUNITIES THRIVE

We have been part of the fabric of our communities since our creation and are committed to providing equitable services and access. Water and power are vital to ensuring Snohomish County and Camano Island thrive today and in the future. Looking to the future we believe we have the opportunity, and responsibility, to become an even more powerful partner.

To deliver on this priority, we need to:

- Build and nurture authentic and meaningful relationships with regional leaders and community stakeholders
- Make responsible resource investments that support the vitality and success of our communities
- Encourage and support service and volunteerism by our employees in our communities
- Appropriately support economic development in our communities
- Support our communities' diverse needs

PRIORITY 4: BUILD A SUSTAINABLE FUTURE WITH OUR COMMUNITIES

We have long prioritized providing affordable carbon-free power to our communities and being sensitive to the natural environment in our planning, construction, and operations. With growing momentum toward electrification, decarbonization, local energy generation and storage, and conservation of natural resources, we are uniquely positioned to help our communities develop or meet their sustainability goals.

To deliver on this priority, we need to:

- Actively work to identify, minimize, and mitigate our adverse impacts and reduce our contributions to climate change
- Understand our communities' evolving priorities and partner with them to support their sustainability goals and efforts
- Advocate for regulations and timelines that balance environmental and societal benefits with operational risks and costs
- Balance achieving aggressive goals with financial prudence and ensuring service levels

PRIORITY 5: CREATE THE CULTURE AND CAPABILITIES NEEDED FOR THE FUTURE

Our employees are the heart of our organization; they are fundamental to our ability to deliver on our commitments and achieve our vision. We must attract, develop, and retain a workforce that embodies our values and reflects the diversity of our communities. Our employees need not only the capabilities and resources to do their jobs safely and effectively, but also access to development and advancement opportunities.

To deliver on this priority, we need to:

- Offer an employee experience that people want to be part of to attract, develop, and retain employees that embody our values and the diversity of our communities
- Create a culture of health, safety, and well-being where employees feel welcomed, valued, and included
- Ensure employees have the knowledge, skills, and technology required for the future and provide equitable access to development and advancement opportunities
- Encourage operational excellence, continual improvement, creativity, and curiosity
- Choose and support leaders who foster employee growth and resiliency

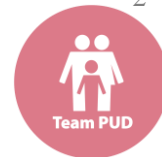


Sale of Surplus Property

Maureen Barnes, Manager, Real Estate Services
August 16, 2022
Previously Presented on January 9, 2018

Sale of Surplus Property

- The purpose of this presentation is to:
 - Inform the Board of the intent to sell a 0.56-acre parcel of District fee owned land (declared surplus in 2018) and allow Real Estate Services to execute a Quit Claim Deed for the transfer of the Property
 - Answer any questions in regard to impacts and/or compensation



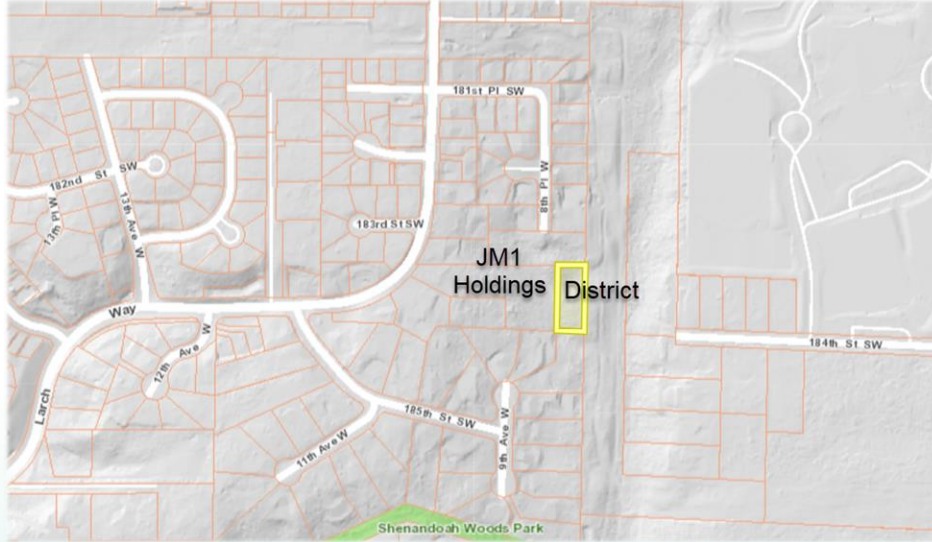
Surplus Property- Background

- January 9, 2018 Resolution 5836 was passed by the Board declaring 13 portions of District owned property surplus to the current and future needs of the Utility
- The Resolution authorized the Manager of Real Estate Service to sell the properties at fair market value
- Due to the date the parcels were declared surplus, we wanted to inform the Board of this action

Surplus Property- Background

- JM1 Holdings, LLC is requesting to purchase Parcel No. 00372801101203, in Lynnwood, for the appraised value of \$55,000
- The parcel consists of 0.56 acre
- Access is available only from adjacent parcels
- JM1 Holdings, LLC is the adjoining landowner and is pursuing developing this parcel as well as theirs

Visual Depictions



Adjacent to Swamp Creek to Clearview
Transmission Line

Facts and Next Steps

- District staff have reviewed and approved this request
- There is no equipment on the site
- Fair market value has been determined by a licensed appraiser - \$55,000
- Real Estate Services would like to move forward on the sale

Questions?



City of Everett Interurban Recreational Trail Easement Extension



Maureen Barnes, Real Estate Services Manager
August 16, 2022
Previous Presentation: July 28, 2020

- The purpose of this presentation is to:
 - Inform the Board of an upcoming request to extend the Interurban Trail Easement with the City of Everett for a six-month period
 - Allow Real Estate Services to sign and execute the Trail Easement Extension



Pacific Northwest Traction Company (PNT)

- In the early 20th century, electric rail systems, called “interurbans,” flourished
- The Seattle to Everett Line was in operation for 29 years (1910-1939) and spanned 29 miles.
- Puget Power and Light Company converted the right of way to a power line corridor in 1939



Snohomish County PUD

- In 1949 the Snohomish County PUD purchased the electrical distribution system from Puget Sound Power and Light
- In the 1990's Snohomish County and the cities of Everett and Lynnwood built a twelve-mile pedestrian and bicycle trail, called the "*Interurban Trail*"
- In 2018 a new 25-year Recreation Trail Easement was negotiated with the City of Lynnwood; this will serve as a template agreement for all municipalities along the Right of Way (ROW)



Recreational Trail Easement

- With the trail extending from Seattle to Everett the District has Easement Agreements with the City of Edmonds, City of Mount Lake Terrace, City of Lynnwood, City of Everett and Snohomish County

City of Everett Agreements:

- | | |
|--|------------------|
| • City of Everett (Original Agreement) | 8/1994 to 8/2019 |
| • City of Everett Extension 1 | 8/2019 to 8/2020 |
| • City of Everett Extension 2 | 8/2020 to 8/2022 |



Ongoing Negotiations

- Real Estate Services is requesting the Commission approve a six-month (6) extension to the current Recreational Trail Easements
- Staff has been and will continue to work with the City to put the new agreement(s) in place prior to the expiration in February 2023
- Staff is requesting Commission approve the six-month extension at the August 16, 2022, Commission meeting
- Both District staff and the City of Everett are in favor of the extension



Questions?



EXECUTIVE SESSION

Tuesday, August 16, 2022

Discussion of Legal Risks of Current Practice or Proposed Action and to Review the Performance of a Public Employee - Approximately 1 Hour and 40 Minutes

COMMENTS FROM THE PUBLIC



BUSINESS OF THE COMMISSION

Meeting Date: August 16, 2022

Agenda Item: 3A

TITLE

Approval of the Minutes for the Regular Meeting of August 2, 2022

SUBMITTED FOR: Consent Agenda

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, 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

August 2, 2022

The Regular Meeting was convened by President Tanya Olson at 9:01 a.m. Those attending were Rebecca Wolfe, Vice-President, (virtually); Sidney Logan, Secretary (virtually); CEO/General Manager John Haarlow; General Counsel Anne Spangler; Assistant General Managers Pam Baley (virtually), Guy Payne (virtually), and Jason Zyskowski (virtually); Chief Financial Officer Scott Jones (virtually); Chief Information Officer Kristi Sterling (virtually); 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. Great District Board Meetings - Training with Ann Macfarlane, Professional Registered Parliamentarian, Jurassic Parliament

Ann Macfarlane, Professional Registered Parliamentarian, delivered a presentation on Board Meeting training and procedures that was provided at places, by reference made a part of the packet.

The meeting recessed at 10:02 a.m. and reconvened at 10:15 a.m.

The meeting recessed at 11:18 a.m. and reconvened at 11:21 a.m.

The Regular Meeting recessed at 11:27 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 (virtually); Sidney Logan, Secretary; CEO/General Manager John Haarlow; General Counsel Anne Spangler; Assistant General Managers Pam Baley (virtually), Guy Payne, Brant Wood, and Jason Zyskowski; Chief Financial Officer Scott Jones (virtually); 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**

2. RECOGNITION/DECLARATIONS

- A. Employee of the Month for August – Hope Linder

Hope Linder was recognized as the Employee of the Month for August.

B. Certified Municipal Clerk Accomplishment – Allison Morrison

Allison Morrison was recognized for achieving her Certified Municipal Clerk Designation.

3. COMMENTS FROM THE PUBLIC

The following public provided comments:

- Gayla Shoemake, Edmonds

4. CONSENT AGENDA

A. Approval of Minutes for the Regular Meeting of July 19, 2022

B. Bid Awards, Professional Services Contracts and Amendments

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

None

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

None

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

None

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

Recommend Rejection for Request for Proposal No. 22-1296-SF

Interlocal Agreements and Cooperative Purchase Recommendations:

Contracts:

None

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:

Miscellaneous No. 76965 with Benefitfocus.com, Inc.

Professional Services Contract No. CW2242399 with Stoel Rives LLP.Contract

Acceptance Recommendation:

None

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 July 19, 2022; Item 4B – Bid Awards, Professional Services Contracts and Amendments; and 4C – Consideration of Certification/Ratification and Approval of District Checks and Vouchers.

5. PUBLIC HEARING AND ACTION

- A. Consideration of a Resolution Declaring Certain Property Interests Over a Portion of Certain District Property (Tax Parcel Nos. 31052200405500 and 31052200405400) with an Address of 17601 59th Ave NE, Arlington, Washington, and in Sewer Lines and Water Lines on Said Property, to be Surplus and Authorizing the Transfer of Ownership of the Utility Lines and Granting of Utility Easements in Favor of the City of Arlington

Commissioner Logan recused himself from this agenda item.

President Olson opened the public hearing.

There being no questions from the Board or the public; the public hearing was closed.

A motion passed approving Resolution No. 6971 declaring certain property interests over a portion of certain District property (Tax Parcel Nos. 31052200405500 and 31052200405400) with an address of 17601 59th Ave NE, Arlington, Washington, and in sewer lines and water lines on said property, to be surplus and authorizing the transfer of ownership of the utility lines and granting of utility easements in favor of the City of Arlington.

6. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Consideration of a Resolution Amending the District's Customer Service Regulations for Electric Service

A motion unanimously passed approving Resolution No. 6972 amending the District's Customer Service Regulations for electric service.

7. CEO/GENERAL MANAGER REPORT

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

8. 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 – June - Second Quarter Results

Staff responded to questions regarding the 2022 Budget, Forecast, and Major Project Status Report.

9. GOVERNANCE PLANNING

A. Governance Planning Calendar

There were no changes to the Governance Planning Calendar.

ADJOURNMENT

There being no further business or discussion to come before the Board, the Regular Meeting of August 2, 2022, adjourned at 2:10 p.m. An audio file of the meeting is on file in the Commission Office and available for review.

Approved this 16th day of August, 2022.

Secretary

President

Vice President



BUSINESS OF THE COMMISSION

Meeting Date: August 16, 2022

Agenda Item: 3B

TITLE

CEO/General Manager's Report of Public Works Contract Award Recommendations; Formal Bid Award Recommendations; Professional Services Contract Award Recommendations; Miscellaneous Contract Award Recommendations; Cooperative Purchase Recommendations; Sole Source Purchase Recommendations; Emergency Declarations, Purchases and Public Works Contracts; Purchases Involving Special Facilities or Market Condition Recommendations; Formal Bid and Contract Amendments; and Contract Acceptance Recommendations

SUBMITTED FOR: Consent Agenda

<u>Contracts/Purchasing</u>	<u>Clark Langstraat</u>	<u>5539</u>
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing: _____		
Estimated Expenditure: _____		Presentation Planned <input type="checkbox"/>

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) ... non-delegable, statutorily assigned Board duty – Contracts and Purchasing.

The CEO/General Manager's Report of Public Works Contract Award Recommendations; Formal Bid Award Recommendations \$120,000 and Over; Professional Services Contract Award Recommendations \$200,000 and Over; Miscellaneous Contract Award Recommendations \$200,000 and Over; Cooperative Purchase Recommendations; Sole Source Purchase Recommendations; Emergency Declarations, Purchases and Public Works Contracts; Purchases Involving Special Facilities or Market Condition Recommendations; Formal Bid and Contract Amendments; and Contract Acceptance Recommendations contains the following sections:

Public Works Contract Award Recommendations (Page 1);
Recommend Rejection for Request for Proposal No. 22-1302-KS

Formal Bid Award Recommendations \$120,000 and Over (Pages 2 - 4);

Recommend Rejection for Request for Quotation No. 22-1252-CS
Request for Quotation No. 22-1303-CS with Enterprise Fabricators Company, Inc.

Professional Services Contract Award Recommendations \$200,000 and Over;
None

Miscellaneous Contract Award Recommendations \$200,000 and Over;
None

Interlocal Agreements and Cooperative Purchase Recommendations;
Contracts:
None
Amendments:
None

Sole Source Purchase Recommendations (Page 5);
Order Agreement No. 4600003237 with McWane Inc.

Emergency Declarations, Purchases and Public Works Contracts;
None

Purchases Involving Special Facilities or Market Condition Recommendations;
None

Formal Bid and Contract Amendments (Page 6);
Professional Services Contract No. CW2243799 with Murraysmith Inc.

Contract Acceptance Recommendations (Page 7);
Public Works Contract No. CW2239251 with Trenchless Construction Services LLC

List Attachments:
August 16, 2022 Report

**Public Works Contract Award Recommendation(s) Over \$25,000
August 16, 2022**

RFP No. 22-1302-KS

236th St. Conduit Installation and I-5
Bridge Crossing (Re-Bid)

No. of Bids Solicited:	41	
No. of Bids Received:	1	
Project Leader & Phone No.:	Boone Freeman	Ext. 5405
Estimate:	\$800,000.00	

This project is to provide all supervision, labor, materials, and equipment to install two 6” and one 2” conduits along 236th St. SW and across I-5 via WSDOT Bridge #602, a total distance of approximately 900 feet. The contract does not include work to install underground electrical or fiber optic cables. This project is located in the City of Mountlake Terrace, in Snohomish County, Washington.

Contractor

Cannon Constructors, LLC

Subtotal (w/o tax)

\$1,370,885.61

Summary Statement: Staff recommends rejecting the bid submitted by Cannon Constructors, as it exceeds the estimate by more than 15%.

**Formal Bid Award Recommendation(s) \$120,000 And Over
August 16, 2022**

RFQ No. 22-1252-CS

Requirements Contract for 28MVA Power Transformers

No. of Proposals Solicited:	12
No. of Proposals Received:	8
Project Leader:	Sanjeev Farwaha
Phone No:	Ext. 5502
Material Estimate:	\$9,000,000.00

To establish a requirements contract for 3 Phase 60 Hz 16.8/22.4/28 MVA to support the District’s business of ensuring delivery of reliable power to District customers.

<u>Vendor</u>	<u>Subtotal (w/o tax)</u>
Hyundai Corporation proposing LS Electric Company	\$ 8,851,500.00
Gore Electric Company proposing Prolec GE Waukesha, Incorporated	\$ 9,365,265.00
Pacific Power Representatives proposing Virginia Transformer Corporation	\$ 9,675,638.00
Betatech Electrical Agents proposing OTC Services Incorporated	\$ 9,890,195.00
WEG Transformers USA, LLC	\$10,359,925.17
Pennsylvania Transformer Technical, Incorporated	\$11,905,425.00
HEES Enterprises, Incorporated, proposing Delta Star Incorporated	\$13,178,620.00
HAA proposing Hitachi Energy	\$16,287,600.00

Summary Statement: Staff recommends that the Board of Commissioners reject all bids as non-responsive for the reasons stated below. Staff does not intend to rebid this contract until next year.

Hyundai provided a bid proposal which failed the experience requirement of the technical specification.

Prolec GE Waukesha, Incorporated proposed several modifications to the District’s Terms and Conditions. In addition, they proposed their own price indices for payment and required milestone payments not offered in the bidding documents.

Virginia Transformer Corporation provided a bid proposal which failed the experience requirement of the technical specification. Additionally, they proposed milestone payments and their own price indices for payment in their bid proposal.

OTC Services, Incorporated required milestone payments, did not the meet the experience requirement of the technical specification and submitted their own Terms and Conditions.

Summary Statement (continued): WEG Transformers USA, LLC submitted their own Terms and Conditions which included milestone payments. In addition, they failed the experience requirement of the technical specification and they proposed their own price indices for payment.

Pennsylvania Transformer Technical, Incorporated, Delta Star, Incorporated and Hitachi Energy's bid proposal amounts exceeded the 15% threshold of the estimated cost of the requirements contract.

**Formal Bid Award Recommendation(s) \$120,000 And Over
August 16, 2022**

RFQ No. 22-1303-CS

115kV Galvanized Steel Structures for
Sky Valley Switching Station

No. of Bids Solicited:	11	
No. of Bids Received:	6	
Project Leader & Phone No.:	Will Blanchard	Ext. 4303
Material Estimate:	\$250,350.00	

These galvanized steel structures are needed to support switches at the Sky Valley Switching Station where installation is expected to start fourth quarter of 2022.

<u>Vendor</u>	<u>Subtotal (w/o tax)</u>
Enterprise Fabricators Company, Incorporated	\$155,220.00
Wireless Structures Consulting, Inc. DBA Western Utility Telecom, Incorporated	\$172,602.00
MVA Power, Incorporated	\$179,981.04
Busby International, Incorporated	\$200,652.00
TransAmerican Power Products, Incorporated	\$208,392.00
MICA Steelworks, Incorporated	\$258,519.00

Summary Statement: Staff recommends award to Enterprise Fabricators Company, Incorporated, the low evaluated responsible bidder meeting the District's specification in the amount of \$155,220.00, plus tax.

**Sole Source Purchase Recommendation(s) \$120,000 And Over
August 16, 2022**

Order Agreement No. 4600003237
Annual Sole Source Recommendation for
Ductile Iron Poles

Project Leader & Phone No.:	Tania Cornwell	Ext. 5667
Estimate:	\$1,850,000.00	

Due to environmental concerns, chemically treated wood poles are not the preferred choice to be set in wetlands, buffers, or sensitive areas. The remaining options are ductile iron (DI), fiberglass, or steel poles. Deflection in taller fiberglass poles has been a historical problem, especially in transmission applications, so they are less desirable for installation. DI and steel poles meet all the strength and deflection requirements, and the DI pole shape and lower weight make them an excellent alternative to wood. Because of their lower cost DI poles are the preferred choice.

At this time, McWane Inc. is the only known manufacturer of DI poles that meet District criteria. McWane Inc. has communicated in writing to the District their status as a direct source manufacturer and will not provide poles through distribution.

On September 7, 2021 Contracts and Purchasing requested approval for Sole Source purchases of DI poles for one year with an estimated total of \$500,000.00. On December 7, 2021 an increase to \$1,000,000.00 was approved, and on March 22, 2022 an increase to \$1,700,000.00 was required to support increased ordering due to pandemic-related longer lead times and demand for poles to support AMI.

Previously noted supply constraints continue and staff is requesting that this amount be increased to \$1,850,000.00. This authorization will maintain the original twelve-month term and staff will continue to monitor market conditions to ensure that the above stated sole source conditions remain during this period.

	<u>Vendor</u>	<u>Estimated Subtotal (w/o tax)</u>
Award To:	McWane Inc.	\$1,850,000.00

Summary Statement: Staff recommends increasing the award to McWane Inc., the sole provider of ductile iron poles, to an estimated annual amount of \$1,850,000.00, plus tax.

Formal Bid and Contract Amendment(s)
August 16, 2022

PSC No. CW2243799
AE DWSRF Warm Beach Water
Treatment Design

Contractor/Consultant/Supplier:	Murraysmith Inc.
Project Leader & Phone No.:	Karen Heneghan Ext. 3037
Amendment No.:	2
Amendment:	\$120,450.00

Original Contract Amount:	\$90,000.00	Original Start/End:	3/29/21 – 9/30/21
Present Contract Amount:	\$310,910.00	Present Start/End:	3/29/21 – 9/30/22
Amendment Amount:	\$120,450.00	New End Date:	12/31/23
New Contract Amount:	\$431,360.00		

Summary Statement: Staff recommends approval of Amendment No. 2 to amend scope, increase the contract by \$120,450.00 and change the end date to 12/31/23.

Water treatment improvements for Warm Beach Well 2 and Well 4 were originally intended to be designed and bid in a single package. Because additional permitting requirements were encountered and the Well 4 improvements can proceed sooner than Well 2, a decision was made to split the engineering documents into two bid packages for two construction contracts.

The proposed scope amendment clarifies that Murraysmith Inc will provide support services during bidding and construction of both construction contracts. The proposed increased amount addresses the additional work for the permitting requirements, the creation of a separate set of drawings and specifications and support for a second bidding and construction process. The proposed new end date considers time to prepare record drawings after construction is complete.

Summary of Amendments:

Amendment No. 1 approved by Commission on July 20, 2021 added scope to extend professional services support through construction of the project, to increase the contract by \$220,910.00 and to change the end date to 9/30/22.

Contract Acceptance Recommendations(s)
August 16, 2022

**Accept Contract(s) as complete and grant approval to release
Retained fund after full compliance with Departments of Labor
and Industries, Revenue and Employment Security.**

PWC No. CW2239251
2020 Unit Price Directional
Boring Contract

Contractor:	Trenchless Construction Services LLC		
Start/End:	1/6/2020 – 12/23/2021		
Evaluator & Phone No.:	Andrea Nelson	Ext.	4394
No. of Amendments:	2		
Retained Fund:	\$116,335.19		

Original Contract Amount: \$1,491,050.00
Total Amendment Amount: \$835,652.76
Final Contract Amount: \$2,326,702.76

Summary Statement: None



BUSINESS OF THE COMMISSION

Meeting Date: August 16, 2022

Agenda Item: 3C

TITLE:

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

SUBMITTED FOR: Consent Agenda

General Accounting & Financial Systems Julia Anderson 8027
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, 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 16th day of August 2022.

CERTIFICATION:

Certified as correct:

CEO/General Manager

Angela M. Johnston

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	1118152 - 1118355	\$56,648.62	2 - 8
Electronic Customer Refunds		\$9,395.08	9 - 11
WARRANT SUMMARY			
Warrants	8069699 - 8069880	\$1,561,502.00	12 - 17
ACH	6031632 - 6031886	\$2,991,556.27	18 - 25
Wires	7002595 - 7002601	\$2,530,080.69	26
Payroll - Direct Deposit	5300000670 - 5300000670	\$4,048,860.34	27
Payroll - Warrants	844715 - 844726	\$25,540.30	27
Automatic Debit Payments	5300000658 - 5300000673	\$3,339,594.55	28
	GRAND TOTAL	\$14,563,177.85	

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
7/25/22	1118152	FRANCIS SHEEHAN	\$67.41
7/25/22	1118153	AVALONBAY COMMUNITIES, INC	\$7.31
7/25/22	1118154	SCANDIA VILLAGE APTS	\$51.47
7/25/22	1118155	CRYSTAL SPRINGS APTS	\$131.54
7/25/22	1118156	BETHLYN WHITNEY	\$35.96
7/25/22	1118157	KATHERINE HANSEN	\$95.05
7/25/22	1118158	BILL HOUSTON	\$1,000.00
7/25/22	1118159	KATHERINE SCHUMACHER	\$307.31
7/25/22	1118160	VOID	\$0.00
7/25/22	1118161	CRYSTAL SPRINGS APTS	\$24.56
7/25/22	1118162	BRAD MOORE	\$16.00
7/25/22	1118163	SREIT FULTONS CROSSING LLC	\$10.85
7/25/22	1118164	TUYEN NGUYEN	\$57.08
7/25/22	1118165	STRATA NICKEL LLC	\$119.56
7/25/22	1118166	MARK DANIEL	\$20.66
7/25/22	1118167	JAMES GREEN	\$982.03
7/25/22	1118168	NATHAN CARSON	\$54.80
7/25/22	1118169	MANAS MAHESHWARI	\$43.01
7/25/22	1118170	RON SPARKS INC.	\$31.96
7/25/22	1118171	CHRISTIAN DANIELSON	\$97.24
7/26/22	1118172	CHERYL PENN	\$91.41
7/26/22	1118173	LIYI LIANG	\$528.39
7/26/22	1118174	KELLIE LACABANNE	\$65.12
7/26/22	1118175	JEREMIAH POELLINGER	\$71.63
7/26/22	1118176	RICHARD HIO	\$24.98
7/26/22	1118177	MARVIN SCHLEY	\$63.85
7/26/22	1118178	HEATHERWOOD APARTMENTS	\$47.67
7/26/22	1118179	DUSTIN SWARTZ	\$119.49
7/26/22	1118180	CITYWIDE HOME LOANS, LLC	\$173.11
7/26/22	1118181	LYLE BARNEY	\$125.76
7/26/22	1118182	ROBERTO LUNA	\$100.00
7/27/22	1118183	THE FARM BY VINTAGE LP	\$13.87

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
7/27/22	1118184	SREIT FULTONS CROSSING LLC	\$34.15
7/27/22	1118185	FRANCES DUCHARME	\$281.92
7/27/22	1118186	JEREMY RODRIGUEZ	\$106.74
7/27/22	1118187	ZHONGLEI TIAN	\$146.50
7/27/22	1118188	STILLAGUAMISH TRIBE	\$19.83
7/27/22	1118189	VOID	\$0.00
7/27/22	1118190	LORA HARPER	\$59.66
7/27/22	1118191	RISA VARGAS	\$97.71
7/27/22	1118192	SHAHRIAR HEIDARY	\$41.66
7/27/22	1118193	COLIN MCLAUGHLIN	\$208.00
7/27/22	1118194	RICHARD COBURN	\$591.47
7/27/22	1118195	THOMAS RAUGHT	\$48.58
7/27/22	1118196	ROBERT MCKEEMAN	\$253.97
7/27/22	1118197	BOB PETERSON	\$65.67
7/27/22	1118198	212TH MLT LLC	\$33.14
7/27/22	1118199	ELIESE MILLER	\$13.03
7/27/22	1118200	THE DOGGY DAY SPA	\$139.05
7/27/22	1118201	MAINVUE WA LLC	\$44.52
7/27/22	1118202	REESE MILLER	\$57.09
7/27/22	1118203	JASMINE DOWDELL	\$44.71
7/28/22	1118204	TRAVELERS HAVEN LLC	\$118.85
7/28/22	1118205	SHAWNDLYN WILLIAMS	\$1,878.86
7/28/22	1118206	SAMUEL FREEMAN	\$27.40
7/28/22	1118207	SHAWN GAMBLE	\$156.14
7/28/22	1118208	AYERS GERRIT R	\$1,175.03
7/28/22	1118209	NANCY LEVERTON	\$70.53
7/28/22	1118210	GBH HOLDINGS LLC	\$24.55
7/28/22	1118211	TY PECK INSURANCE AGENCY, INC	\$129.92
7/28/22	1118212	DIANA BECERRA CASTILLO	\$63.14
7/28/22	1118213	ALDERWOOD HEIGHTS APTS	\$75.41
7/28/22	1118214	BLUFFS AT EVERGREEN PRESERVATION LLC	\$61.47
7/28/22	1118215	PAULA WEHMEYER	\$77.40

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
7/28/22	1118216	NANCY FORD	\$97.31
7/28/22	1118217	OAK RIDGE PARTNERS LLC	\$16.65
7/28/22	1118218	ERIKA PREHEIM	\$529.94
7/28/22	1118219	REBECCA LAUFENBERG	\$21.79
7/28/22	1118220	ASHLEE MEISSNER	\$38.38
7/28/22	1118221	CREEKSIDE 2020 LLC	\$264.60
7/28/22	1118222	CREEKSIDE 2020 LLC	\$722.20
7/28/22	1118223	DAVID LUNDE	\$120.94
7/28/22	1118224	MURPHY'S CORNER RETAIL, LLC	\$17.49
7/28/22	1118225	JOSHUA MOORE	\$168.18
7/28/22	1118226	BEX PORTFOLIO LLC	\$11.00
8/1/22	1118227	PMI EVERETT LLC	\$68.11
8/1/22	1118228	SNOHOMISH TRAVEL	\$757.80
8/1/22	1118229	MICHELLE DEWITT	\$260.83
8/1/22	1118230	CREEKSIDE 2020 LLC	\$484.60
8/1/22	1118231	DIANE WALD	\$618.57
8/1/22	1118232	WENDY SMITH	\$5,914.86
8/1/22	1118233	GAYLE DRALLE	\$39.72
8/1/22	1118234	CREEKSIDE 2020 LLC	\$2,470.43
8/1/22	1118235	CREEKSIDE 2020 LLC	\$2,819.05
8/1/22	1118236	DELUXE NAILS & SPA LLC	\$140.09
8/1/22	1118237	CREEKSIDE 2020 LLC	\$1,984.97
8/1/22	1118238	2017-2 IH BORROWER LP	\$20.57
8/1/22	1118239	WOLFGANG TREPPENS	\$19.28
8/1/22	1118240	POPLAR LANE APTS	\$16.11
8/1/22	1118241	JANINE STRATTON	\$9.95
8/1/22	1118242	KAREN MOSKVIN	\$81.31
8/1/22	1118243	KATHERINE HALL	\$12.24
8/1/22	1118244	MICHELLE LE SAGE	\$72.18
8/1/22	1118245	HALLA WARNER	\$102.32
8/1/22	1118246	PROJECT PRIDE	\$1,019.23
8/1/22	1118247	RICHARD GIEBEL	\$76.31

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
8/1/22	1118248	CITYCENTER APARTMENTS LYNNWOOD PARTNERS	\$27.26
8/1/22	1118249	CLAUDETTE BROWN	\$31.25
8/1/22	1118250	KLEYNIA MCKNIGHT	\$129.34
8/1/22	1118251	IKHLAS KAMMOUN	\$668.31
8/1/22	1118252	PATRICK JORDAN	\$131.93
8/1/22	1118253	JOSHUA DAVIS	\$29.00
8/2/22	1118254	PAM SMITH	\$155.93
8/2/22	1118255	ANTHONY R FRYANT	\$17.77
8/2/22	1118256	TIMOTHY TAYLOR	\$123.41
8/2/22	1118257	LYLA DEVENNY	\$215.04
8/2/22	1118258	MELISSA WHITLEY	\$14.89
8/2/22	1118259	IH4 PROPERTY WASHINGTON, L.P.	\$9.33
8/2/22	1118260	ABBIGALE WOOLERY	\$98.67
8/2/22	1118261	STEVE NEWSOME	\$18.01
8/2/22	1118262	LYLE BLANK	\$16.11
8/2/22	1118263	CAMBRIDGE SQUARE NORTH II	\$17.41
8/2/22	1118264	SARAH FLEMING	\$36.86
8/2/22	1118265	HOANG NGUYEN	\$121.85
8/2/22	1118266	CARLOS GUERRA	\$155.06
8/2/22	1118267	YU CHIN JOU	\$93.22
8/2/22	1118268	IZMIL WOLFTAIL	\$122.15
8/2/22	1118269	KATHLEEN BERNHARD	\$1,121.87
8/2/22	1118270	CHARLOTTE BROWN	\$667.42
8/2/22	1118271	DEBBIE MARTIN	\$213.36
8/2/22	1118272	KIANA YAMAMOTO	\$117.80
8/2/22	1118273	LAUREN DOLL	\$115.03
8/2/22	1118274	ANDONIADIS, INC	\$17.20
8/2/22	1118275	TINA CAIN	\$239.54
8/2/22	1118276	CRYSTAL CREEK ASSOCIATES	\$352.17
8/2/22	1118277	CRYSTAL CREEK ASSOCIATES	\$83.10
8/2/22	1118278	BROADWAY APARTMENTS @ 3214 LLC	\$74.64
8/2/22	1118279	WATERFRONT PLACE LP	\$46.46

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
8/2/22	1118280	DANIEL G ITECHA	\$101.57
8/2/22	1118281	STEVEN CHASE	\$461.16
8/2/22	1118282	KEIMI DRAGOVICH	\$89.72
8/2/22	1118283	DON HARDY	\$18.02
8/2/22	1118284	JC ONE LLC	\$133.41
8/2/22	1118285	ADAM MCFAIN	\$29.72
8/2/22	1118286	ALIAKSANDR BELAKURSKI	\$109.28
8/2/22	1118287	QUILCEDA CREEK APARTMENTS, LLC	\$262.18
8/2/22	1118288	AVALONBAY COMMUNITIES, INC	\$9.07
8/2/22	1118289	CEDAR GROVE COURT LLC	\$17.49
8/2/22	1118290	KEELERS CORNER APTS	\$6.44
8/2/22	1118291	ANNIE BRANN	\$27.08
8/2/22	1118292	ANDERSON SHOPPING CENTER LLC	\$190.61
8/2/22	1118293	GEORGE GALLE	\$355.00
8/2/22	1118294	BMCH WASHINGTON LLC	\$10.89
8/2/22	1118295	PULTE HOMES OF WASHINGTON, INC.	\$105.10
8/3/22	1118296	ROBERT HUNDMAN	\$53.91
8/3/22	1118297	KATHY AVERY	\$718.00
8/3/22	1118298	JOHN RESTREPO	\$26.88
8/3/22	1118299	PAMELA WAGNER	\$54.01
8/3/22	1118300	ACME HOMES LLC	\$118.74
8/3/22	1118301	LINDA BLASENGAME	\$46.39
8/3/22	1118302	RIELE JANE DURR	\$221.00
8/3/22	1118303	PATRICIA HANSON	\$880.47
8/3/22	1118304	SHIRLEY JACOBSON	\$194.00
8/3/22	1118305	RUBY RHODA OVALLES	\$18.53
8/3/22	1118306	MUKILTEO SCHOOL DISTRICT	\$2,890.83
8/3/22	1118307	SHANE BALL	\$147.80
8/3/22	1118308	AMY CRAWFORD	\$139.52
8/3/22	1118309	SALIEM REZENE	\$76.38
8/3/22	1118310	MIRANDA WARNER	\$133.30
8/3/22	1118311	OLUFEMI ADEPOJU	\$900.69

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
8/3/22	1118312	OLEKSANDR GLINKIN	\$133.74
8/3/22	1118313	TINA CAIN	\$182.90
8/4/22	1118314	JAMES CARROLL	\$40.00
8/4/22	1118315	MARY ANNE MALMFELDT	\$58.73
8/4/22	1118316	RHODESSA GLASER	\$309.34
8/4/22	1118317	MAJESTIC VIEW HOMES LLC	\$178.72
8/4/22	1118318	JENNIFER HOBODIDES	\$55.66
8/4/22	1118319	CHAD JASPER	\$7,000.00
8/4/22	1118320	JOSEPH VESSER	\$90.13
8/4/22	1118321	MORTON WILLITS	\$37.00
8/4/22	1118322	HOUSING AUTHORITY OF SNO CO	\$52.10
8/4/22	1118323	DAWIT CHANIE	\$135.26
8/4/22	1118324	CREEKSIDE INVESTMENT GROUP LLC	\$101.36
8/4/22	1118325	MICHAEL PEARSON	\$484.67
8/4/22	1118326	BLUFFS AT EVERGREEN PRESERVATION LLC	\$69.31
8/4/22	1118327	EVERGREEN INDUSTRIAL PARK	\$47.63
8/4/22	1118328	KM2 CONTRACTORS INC	\$118.37
8/4/22	1118329	SCOTT CATTON	\$231.34
8/4/22	1118330	ANTHONY YZAGUIRRE	\$120.28
8/4/22	1118331	ISMAEL MUHAMMAD	\$107.74
8/5/22	1118332	MARTHA LAKE TOWNHOMES LLC	\$15.17
8/5/22	1118333	FAIRFIELD BALLINGER LP	\$45.76
8/5/22	1118334	ACACIA TERRACE LLC	\$8.28
8/5/22	1118335	MLT STATION, LLC	\$14.32
8/5/22	1118336	MORGAN SPIELMAN	\$23.90
8/5/22	1118337	CAMBRIDGE SQUARE NORTH II	\$58.08
8/5/22	1118338	SHARON PREWITT	\$202.50
8/5/22	1118339	MPH INVESTMENTS LLC	\$1,769.79
8/5/22	1118340	RICARDO HASTING	\$18.10
8/5/22	1118341	ARTHUR SKOTDAL	\$69.23
8/5/22	1118342	YANELI MERLUS	\$96.28
8/5/22	1118343	SAMUEL CARTER	\$68.56

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
8/5/22	1118344	SHERI GIFFORD	\$46.42
8/5/22	1118345	BARBARA KOLVICK	\$435.61
8/5/22	1118346	KARLIKA CINTRON	\$141.49
8/5/22	1118347	PULTE HOMES OF WASHINGTON, INC.	\$264.16
8/5/22	1118348	LOW INCOME HOUSING INSTITUTE	\$30.00
8/5/22	1118349	PSCC HOMES LLC	\$12.70
8/5/22	1118350	IRONWOOD COMMERCIAL REAL ESTATE LLC	\$64.34
8/5/22	1118351	TRINA TRAVIS	\$31.93
8/5/22	1118352	JERRY STOLLER	\$75.00
8/5/22	1118353	ALDERWOOD HEIGHTS APTS	\$34.34
8/5/22	1118354	ALDERWOOD HEIGHTS APTS	\$11.28
8/5/22	1118355	CREEKSIDE 2020 LLC	\$6.33
Total:			\$56,648.62

Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
7/26/22	000204850260	CHARLIE PECK	\$141.24
7/26/22	000204850261	LILLIANA REID	\$75.50
7/26/22	000204850262	ROY TETER	\$119.41
7/26/22	000204850263	ERIN AHEARN	\$51.39
7/26/22	000204850264	JOHNATHAN CASSELS	\$47.93
7/26/22	000204850265	WILLIAM MILLER	\$45.90
7/26/22	000204850266	MARTHA HILLS	\$70.09
7/26/22	000204850267	KELSEY FOSTER	\$47.68
7/26/22	000204850268	ROY TETER	\$119.41
7/26/22	000204850269	MELISSA PENNINGTON	\$78.02
7/26/22	000204850270	CHRISTOPHER LUGO	\$5.83
7/26/22	000204850271	ELIZABETH TOWNSEND	\$74.49
7/26/22	000204850272	KRYSTEN WAITE	\$670.00
7/27/22	000204855494	HAYLEY SCOTT	\$112.16
7/27/22	000204855495	GIUSEPPE NAYLOR	\$103.15
7/27/22	000204855496	LAUREN BLASER	\$66.12
7/27/22	000204855497	LUNG-KANG SUN	\$76.86
7/27/22	000204855498	ILONA GYENEY	\$48.92
7/27/22	000204855499	SHUAI LIU	\$15.76
7/27/22	000204855500	NEERAJ MATHUR	\$36.51
7/27/22	000204855501	LISA FAUQUET	\$280.00
7/29/22	000204872310	GRACE ERIKSEN	\$23.06
7/29/22	000204872311	SAMANTHA WOLFF SCHAMP	\$155.10
7/29/22	000204872312	DYLAN MATSUOKA	\$99.45
7/29/22	000204872313	CRYSTIN JACOB	\$100.37
7/29/22	000204872314	ANDREW CANTU	\$16.88
7/29/22	000204872315	DANELLE LAYNE	\$69.67
7/29/22	000204872316	BRENT DENISON	\$51.99
7/29/22	000204872317	CASEY ROSTORFER	\$37.46
7/29/22	000204872318	ANDREW CANTU	\$103.72
7/29/22	000204872319	MEGAN LARSEN	\$47.69
7/29/22	000204872320	DYLAN MATSUOKA	\$116.94

Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
7/29/22	000204872321	TAMIR DAMBAEV	\$98.11
7/29/22	000204872322	JENELYN CALAM	\$515.41
7/29/22	000204872323	JILL WOOLSEY	\$581.34
7/29/22	000204872324	BRIAN BOSSE	\$75.04
7/29/22	000204872325	CHAN SIV	\$29.94
7/29/22	000204872326	BIRSEN ZEYREK	\$398.05
7/29/22	000204872327	ANDREW CANTU	\$120.60
7/29/22	000204872328	ALBERT MANALASTAS	\$27.60
7/29/22	000204872329	PAUL BRONLEEWE	\$80.20
7/29/22	000204872330	MUAMER MISUT	\$34.96
8/1/22	000204886286	MATTHEW WELCH	\$3.38
8/1/22	000204886287	BETH CHURCHILL	\$246.25
8/1/22	000204886288	MATTHEW WELCH	\$86.00
8/2/22	000204899283	HYUN CHO	\$73.89
8/2/22	000204899284	KARELY OJEDA	\$124.47
8/2/22	000204899285	PATRICK RYE	\$143.42
8/2/22	000204899286	JOSEPH SULSE	\$85.96
8/2/22	000204899287	JAZMIN MARTINEZ CRUZ	\$5.02
8/2/22	000204899288	NATHALIE ALMONTE	\$123.88
8/2/22	000204899289	YERASSYL OMIRBEK	\$59.68
8/2/22	000204899290	SERGUEI ROGOV	\$143.61
8/2/22	000204899291	NATHALIE ALMONTE	\$18.97
8/2/22	000204899292	ARYA MEHR	\$23.04
8/2/22	000204899293	HEATHER SIMONS LIN	\$45.01
8/2/22	000204899294	LESLIE CARMAN	\$727.78
8/2/22	000204899295	BENJAMIN BAKER	\$22.34
8/2/22	000204899296	JAMES NICHOLSON	\$11.34
8/2/22	000204899297	SHUAI LIU	\$24.24
8/2/22	000204899298	ELIZABETH M THEW	\$27.53
8/2/22	000204899299	JEREMY TANDJUNG	\$30.63
8/2/22	000204899300	CASSANDRA PEREZ	\$46.56
8/2/22	000204899301	THOMAS SWEENEY	\$225.43

Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
8/2/22	000204899302	SERENITTY HESS-MARKS	\$313.00
8/3/22	000204908135	KIMBERLEY TOOP	\$121.80
8/3/22	000204908136	XIAOBO XIONG	\$229.12
8/3/22	000204908137	LAUREN M MCCARTHY	\$155.06
8/3/22	000204908138	SADIE MCGREGOR WILLIAMS	\$102.15
8/3/22	000204908139	JO ALGRIM	\$31.10
8/3/22	000204908140	KALOYANA MIHOVA	\$8.54
8/3/22	000204908141	CARLOS GONZALEZ	\$147.38
8/3/22	000204908142	SADIE MCGREGOR WILLIAMS	\$33.03
8/3/22	000204908143	MAX THOMAS	\$23.40
8/3/22	000204908144	ERNEST STONER	\$11.07
8/3/22	000204908145	SADIE MCGREGOR WILLIAMS	\$135.18
8/3/22	000204908146	SHANE STEVENS	\$54.53
8/3/22	000204908147	JAMES POIER JR	\$15.17
8/3/22	000204908148	HARMONY HOBBS	\$44.48
8/3/22	000204908149	ZAIDA FRANCO	\$241.58
8/3/22	000204908150	SINDHU SIMHADRI	\$86.71
8/3/22	000204908151	BECKY BOMGARDNER	\$137.03
8/3/22	000204908152	LESLIE ABBOTT	\$79.55
8/3/22	000204908153	DEBRA RIZZI	\$56.82

Total: \$9,395.08

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
7/26/22	8069699	NW FIBER, LLC, DBA ZIPLY FIBER	\$5,407.99
7/26/22	8069700	CNA SURETY COMPANY	\$50.00
7/26/22	8069701	EAN HOLDINGS LLC	\$512.33
7/26/22	8069702	FREDERICK J FILLBROOK	\$29.00
7/26/22	8069703	GLOBAL RENTAL COMPANY INC	\$10,220.70
7/26/22	8069704	HARGIS ENGINEERS INC	\$200.97
7/26/22	8069705	HAT ISLAND COMMUNITY ASSN	\$100.00
7/26/22	8069706	CORE & MAIN LP	\$1,376.40
7/26/22	8069707	ISLAND COUNTY	\$205.50
7/26/22	8069708	KAMAN FLUID POWER LLC	\$8,067.08
7/26/22	8069709	LANGUAGE LINE SERVICES INC	\$4,035.67
7/26/22	8069710	BEACON PUBLISHING INC	\$660.00
7/26/22	8069711	GENUINE PARTS COMPANY	\$941.33
7/26/22	8069712	NW TANK & ENVIRONMENTAL SERVICES IN	\$570.00
7/26/22	8069713	CITY OF SEATTLE	\$38,522.00
7/26/22	8069714	SKAGIT LAW GROUP PLLC	\$4,433.85
7/26/22	8069715	SNOHOMISH COUNTY	\$1,275.00
7/26/22	8069716	SNOHOMISH COUNTY	\$2,210.00
7/26/22	8069717	SNOHOMISH COUNTY	\$1,622.00
7/26/22	8069718	SHI INTERNATIONAL CORP	\$1,245.61
7/26/22	8069719	SOUND PUBLISHING INC	\$5,341.71
7/26/22	8069720	SOUND SECURITY INC	\$568.84
7/26/22	8069721	REFINITIV US LLC	\$5,323.56
7/26/22	8069722	UNITED SITE SERVICES OF NEVADA INC	\$516.03
7/26/22	8069723	US BANK NA	\$4,369.58
7/26/22	8069724	STATE OF WASHINGTON	\$349.60
7/26/22	8069725	WESCO GROUP INC	\$1,289.00
7/26/22	8069726	ALDERWOOD WATER & WASTEWATER DISTRI	\$35.68
7/26/22	8069727	BICKFORD MOTORS INC	\$359.16
7/26/22	8069728	CROSS VALLEY WATER DISTRICT	\$141.42
7/26/22	8069729	DIRECTV LLC	\$100.99
7/26/22	8069730	GREATER EDMONDS CHAMBER OF COMMERCE	\$2.76

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
7/26/22	8069731	CITY OF EDMONDS	\$165.00
7/26/22	8069732	EMERALD SERVICES INC	\$182.08
7/26/22	8069733	PACIFIC PUBLISHING CO INC	\$730.80
7/26/22	8069734	PROLAND SERVICES INC	\$1,190.00
7/26/22	8069735	SNOHOMISH COUNTY	\$18.24
7/26/22	8069736	CITY OF STANWOOD	\$1,453.46
7/26/22	8069737	T-MOBILE USA INC	\$65.34
7/26/22	8069738	TWELVE THIRTY ONE INCORPORATED	\$140.67
7/26/22	8069739	WELLSPRING FAMILY SERVICES	\$4,076.12
7/26/22	8069740	TRAVIS J MIRANDA	\$34,721.50
7/26/22	8069741	CROWN CASTLE INTERNATIONAL CORP	\$6,557.57
7/26/22	8069742	KAISER FOUNDATION HEALTH PLAN OF WA	\$2,257.00
7/26/22	8069743	ENERGY CAPITAL SOLUTIONS LLC	\$9,840.58
7/26/22	8069744	GREEN DOT CONCRETE	\$381.50
7/26/22	8069745	SNOHOMISH COUNTY 911	\$5,924.95
7/26/22	8069746	BRINKS INC	\$2,195.62
7/26/22	8069747	INDEPENDENT ACTUARIES INC	\$3,000.00
7/26/22	8069748	CHMELIK SITKIN & DAVIS PS	\$150.00
7/26/22	8069749	CREATIVE PULTRUSIONS INC	\$5,007.52
7/26/22	8069750	THE GORDIAN GROUP	\$312.52
7/26/22	8069751	UNIVERSAL PROTECTION SERVICE LP	\$119,502.54
7/26/22	8069752	DAIS INC	\$15,682.50
7/26/22	8069753	ACCESS INFO INTERMEDIATE HLDNG I LL	\$1,344.20
7/26/22	8069754	ACCESS INFO INTERMEDIATE HLDNG I LL	\$3,039.83
7/26/22	8069755	THE PAPE GROUP	\$114.85
7/26/22	8069756	FREMONT ANALYTICAL INC	\$85.00
7/26/22	8069757	RADAR ENGINEERS INC	\$2,037.71
7/26/22	8069758	THE BARTELL DRUG COMPANY	\$39.33
7/26/22	8069759	EVERGREEN STATE SHEET METAL INC	\$1,650.00
7/26/22	8069760	GLASS BY LUND INC	\$700.00
7/29/22	8069761	AT&T CORP	\$14,601.06
7/29/22	8069762	CCH INCORPORATED	\$960.53

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
7/29/22	8069763	COMCAST HOLDING CORPORATION	\$685.51
7/29/22	8069764	DAVEY TREE SURGERY COMPANY	\$14,785.65
7/29/22	8069765	CITY OF EVERETT	\$5,678.91
7/29/22	8069766	FEDERAL EXPRESS CORP	\$166.00
7/29/22	8069767	GLOBAL RENTAL COMPANY INC	\$501,913.30
7/29/22	8069768	CORE & MAIN LP	\$5,077.92
7/29/22	8069769	LEXISNEXIS RISK DATA MANAGEMENT INC	\$32.97
7/29/22	8069770	LOWES COMPANIES INC	\$309.39
7/29/22	8069771	CITY OF LYNNWOOD	\$724.20
7/29/22	8069772	CITY OF MARYSVILLE	\$154.70
7/29/22	8069773	CITY OF MOUNTLAKE TERRACE	\$370.93
7/29/22	8069774	GENUINE PARTS COMPANY	\$597.40
7/29/22	8069775	PITNEY BOWES INC	\$1,018.11
7/29/22	8069776	ROBERT HALF INTERNATIONAL INC	\$1,632.00
7/29/22	8069777	SCADA AND CONTROLS ENGINEERING INC	\$16,170.00
7/29/22	8069778	TALLEY INC	\$2,348.77
7/29/22	8069779	UNITED SITE SERVICES OF NEVADA INC	\$45.17
7/29/22	8069780	US DEPT OF AGRICULTURE	\$574.59
7/29/22	8069781	WESCO GROUP INC	\$101.77
7/29/22	8069782	WEST PUBLISHING CORPORATION	\$1,069.37
7/29/22	8069783	BICKFORD MOTORS INC	\$289.86
7/29/22	8069784	ECODOCX LLC	\$760.00
7/29/22	8069785	ENGINUITY ADVANTAGE LLC	\$1,333.00
7/29/22	8069786	RYAN SCOTT FELTON	\$35.15
7/29/22	8069787	GENCORE CANDEO LTD	\$8,465.60
7/29/22	8069788	INVERS MOBILITY SOLUTIONS INC	\$7,497.24
7/29/22	8069789	GARY D KREIN	\$14,039.73
7/29/22	8069790	MERIDIAN ENVIRONMENTAL INC	\$10,628.12
7/29/22	8069791	MOODYS INVESTORS SERVICE INC	\$1,000.00
7/29/22	8069792	NW PUBLIC POWER ASSOC	\$375.00
7/29/22	8069793	ROOSEVELT WATER ASSN INC	\$110.75
7/29/22	8069794	ADAM SCOTT WIRTH	\$320.00

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
7/29/22	8069795	HDR ENGINEERING INC	\$7,060.81
7/29/22	8069796	COASTAL COMMUNITY BANK	\$6,120.00
7/29/22	8069797	CROWN CASTLE INTERNATIONAL CORP	\$288.75
7/29/22	8069798	KPFF INC	\$1,530.00
7/29/22	8069799	STATE OF WASHINGTON	\$154,078.80
7/29/22	8069800	OCCUPATIONAL HEALTH CENTERS OF WA P	\$149.00
7/29/22	8069801	LEGACY TAPPING INC	\$3,555.31
7/29/22	8069802	NORTHWEST CORROSION ENGINEERING LLC	\$2,334.40
7/29/22	8069803	SUSE LLC	\$21,600.00
7/29/22	8069804	CRAWFORD & COMPANY	\$349.60
7/29/22	8069805	NORTHWEST FIBER LLC	\$12,585.50
7/29/22	8069806	ARTHUR J GALLAGHER RISK	\$70.00
7/29/22	8069807	SUPERIOR SEPTIC SERVICE LLC	\$938.74
7/29/22	8069808	QUEEN CITY SHEET METAL & ROOFING IN	\$96,629.68
7/29/22	8069809	THE GORDIAN GROUP	\$2,586.19
7/29/22	8069810	RESG HOMES LLC	\$1,000.00
7/29/22	8069811	MARC A MONSON	\$400.00
7/29/22	8069812	JOHN R LOTAN	\$1,000.00
7/29/22	8069813	SUPERIOR GLASS INSTALLATIONS INC	\$1,000.00
8/2/22	8069814	COMCAST HOLDING CORPORATION	\$355.67
8/2/22	8069815	CITY OF EVERETT	\$89.30
8/2/22	8069816	CITY OF MONROE	\$683.38
8/2/22	8069817	GENUINE PARTS COMPANY	\$116.29
8/2/22	8069818	ROBERT HALF INTERNATIONAL INC	\$9,020.55
8/2/22	8069819	SIX ROBBLEES INC	\$85.42
8/2/22	8069820	SKAGIT LAW GROUP PLLC	\$1,175.00
8/2/22	8069821	SOUND PUBLISHING INC	\$177.62
8/2/22	8069822	SUBURBAN PROPANE	\$1,296.67
8/2/22	8069823	UNITED SITE SERVICES OF NEVADA INC	\$338.10
8/2/22	8069824	BICKFORD MOTORS INC	\$2,530.83
8/2/22	8069825	CALERO SOFTWARE LLC	\$3,009.19
8/2/22	8069826	EDS MCDUGALL LLC	\$725.00

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
8/2/22	8069827	GARY D KREIN	\$769.30
8/2/22	8069828	NATIONAL BARRICADE CO LLC	\$2,454.75
8/2/22	8069829	PROVEN COMPLIANCE SOLUTIONS INC	\$662.50
8/2/22	8069830	PUBLIC UTILITY DIST NO 1 OF	\$12,619.39
8/2/22	8069831	ZIPPER GEO ASSOCIATES LLC	\$773.82
8/2/22	8069832	GEO TEST SERVICES INC	\$4,278.50
8/2/22	8069833	NORTHWEST FIBER LLC	\$7,722.23
8/2/22	8069834	KENDALL DEALERSHIP HOLDINGS LLC	\$1,004.72
8/2/22	8069835	UNIVERSAL PROTECTION SERVICE LP	\$983.82
8/5/22	8069836	PACIFIC RIDGE - DRH, LLC	\$352.80
8/5/22	8069837	NEW CINGULAR WIRELESS PCS LLC	\$24,688.37
8/5/22	8069838	PORT SUSAN CAMPING CLUB	\$8,122.53
8/5/22	8069839	WEST COAST BUILDING INC	\$96.00
8/5/22	8069840	AMY LINK	\$2,855.90
8/5/22	8069841	STRAHM SNOHOMISH LLC	\$467.00
8/5/22	8069842	HANS OJALEHTO	\$4,949.04
8/5/22	8069843	RACHELLE POWELL AND/OR	\$320.75
8/5/22	8069844	CLEAN HARBORS ENVIRONMENTAL	\$515.28
8/5/22	8069845	CITY OF EVERETT	\$4,242.12
8/5/22	8069846	CITY OF MARYSVILLE	\$77.41
8/5/22	8069847	CITY OF MONROE	\$359.44
8/5/22	8069848	GENUINE PARTS COMPANY	\$1,522.98
8/5/22	8069849	OPEX CORPORATION	\$10,753.72
8/5/22	8069850	SNOHOMISH COUNTY	\$10.00
8/5/22	8069851	UNIVERSAL LANGUAGE SERVICE INC	\$44.05
8/5/22	8069852	WAGNER SMITH EQUIPMENT CO	\$444.97
8/5/22	8069853	WESCO GROUP INC	\$337.12
8/5/22	8069854	DOBBS HEAVY DUTY HOLDINGS LLC	\$58.37
8/5/22	8069855	ALDERWOOD WATER & WASTEWATER DISTRI	\$80.16
8/5/22	8069856	BICKFORD MOTORS INC	\$1,200.94
8/5/22	8069857	BLACK CREEK HYDRO INC	\$4,750.80
8/5/22	8069858	COMCAST HOLDINGS CORPORATION	\$12,944.25

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
8/5/22	8069859	THE HO SEIFFERT COMPANY	\$3,530.00
8/5/22	8069860	ENGINUITY ADVANTAGE LLC	\$985.13
8/5/22	8069861	JEFFREY HATHAWAY	\$48.30
8/5/22	8069862	RYAN SCOTT FELTON	\$175.84
8/5/22	8069863	KATRINA MARIE HECIMOVIC	\$6,250.00
8/5/22	8069864	MOODYS INVESTORS SERVICE INC	\$35,000.00
8/5/22	8069865	NELSON TRUCK EQUIPMENT CO INC	\$618.50
8/5/22	8069866	NORTHWEST TOWER ENGINEERING PLLC	\$4,500.00
8/5/22	8069867	REX ELECTRIC SERVICE INC	\$39,308.00
8/5/22	8069868	SKOTDAL MUTUAL LLC	\$220.00
8/5/22	8069869	SNOHOMISH COUNTY	\$2,987.00
8/5/22	8069870	ZIPPER GEO ASSOCIATES LLC	\$19,636.21
8/5/22	8069871	HEWLETT PACKARD ENTERPRISE CO	\$946.69
8/5/22	8069872	WAVE BUSINESS SOLUTIONS	\$287.70
8/5/22	8069873	NORTHWEST CORROSION ENGINEERING LLC	\$2,600.00
8/5/22	8069874	CADMAN MATERIALS INC	\$421.27
8/5/22	8069875	CLARY LONGVIEW LLC	\$35,612.65
8/5/22	8069876	WIT VENTURE GROUP INC	\$24,000.00
8/5/22	8069877	CONCENTRIC LLC	\$746.97
8/5/22	8069878	WESTERN TELEMATIC INC	\$2,134.52
8/5/22	8069879	ASM AFFILIATES	\$1,200.00
8/5/22	8069880	BRANDON LIUKKO	\$427.50

Total: \$1,561,502.00

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
7/25/22	6031632	CENTRAL WELDING SUPPLY CO INC	\$37.59
7/25/22	6031633	DAVID EVANS & ASSOCIATES INC	\$21,795.62
7/25/22	6031634	DIVERSIFIED INSPECTIONS ITL INC	\$3,115.00
7/25/22	6031635	DLT SOLUTIONS LLC	\$1,005.61
7/25/22	6031636	FASTENAL COMPANY	\$126.80
7/25/22	6031637	SCHWEITZER ENGINEERING LAB INC	\$854.37
7/25/22	6031638	STELLAR INDUSTRIAL SUPPLY INC	\$3,367.20
7/25/22	6031639	TESSCO INCORPORATED	\$1,604.71
7/25/22	6031640	GORDON TRUCK CENTERS INC	\$135.10
7/25/22	6031641	B&L UTILITY INC	\$624.60
7/25/22	6031642	BRAKE & CLUTCH SUPPLY INC	\$51.88
7/25/22	6031643	CELLCO PARTNERSHIP	\$309.18
7/25/22	6031644	DESIGNER DECAL INC	\$14,695.28
7/25/22	6031645	GENERAL PACIFIC INC	\$53,657.26
7/25/22	6031646	LENZ ENTERPRISES INC	\$3,486.12
7/25/22	6031647	BRIAN DAVIS ENTERPRISES INC	\$1,227.73
7/25/22	6031648	REINHAUSEN MANUFACTURING INC	\$2,378.08
7/25/22	6031649	RICOH USA INC	\$3,196.96
7/25/22	6031650	WALTER E NELSON CO OF WESTERN WA	\$1,889.58
7/25/22	6031651	ALTEC INDUSTRIES INC	\$1,280.11
7/25/22	6031652	ANIXTER INC	\$22,188.08
7/25/22	6031653	MALLORY SAFETY AND SUPPLY LLC	\$396.17
7/25/22	6031654	THE GOODYEAR TIRE & RUBBER CO	\$1,124.23
7/25/22	6031655	HARNISH GROUP INC	\$71.30
7/25/22	6031656	HARMSSEN LLC	\$1,542.50
7/25/22	6031657	LISTEN AUDIOLOGY SERVICES INC	\$3,020.00
7/25/22	6031658	ROLLUDA ARCHITECTS	\$16,507.57
7/25/22	6031659	QCERA INC	\$1,994.00
7/25/22	6031660	THE ADT SECURITY CORPORATION	\$511.04
7/26/22	6031661	CARDINAL PAINT & POWDER INC	\$231.89
7/26/22	6031662	ROMAINE ELECTRIC CORP	\$579.16
7/26/22	6031663	SCHWEITZER ENGINEERING LAB INC	\$854.37

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
7/26/22	6031664	STAR RENTALS INC	\$1,435.42
7/26/22	6031665	STELLAR INDUSTRIAL SUPPLY INC	\$4,240.03
7/26/22	6031666	CELLCO PARTNERSHIP	\$1,346.02
7/26/22	6031667	EDGE ANALYTICAL INC	\$3,567.00
7/26/22	6031668	HOGLUNDS TOP SHOP INC	\$1,555.08
7/26/22	6031669	BEN-KO-MATIC CO	\$2,404.57
7/26/22	6031670	DAVID JAMES PERKINS	\$3,650.00
7/26/22	6031671	LOUIS F MATHESON CONSTRUCTION INC	\$258.96
7/26/22	6031672	ROHLINGER ENTERPRISES INC	\$1,417.71
7/26/22	6031673	STOEL RIVES LLP	\$21,273.00
7/26/22	6031674	GRAYBAR ELECTRIC CO INC	\$757.65
7/26/22	6031675	ALTEC INDUSTRIES INC	\$1,614.05
7/26/22	6031676	ARC DOCUMENT SOLUTIONS LLC	\$3,703.15
7/26/22	6031677	HARMSEN LLC	\$5,485.00
7/26/22	6031678	BREEZE FREE INC	\$950.00
7/26/22	6031679	CLEAN CRAWL INC	\$1,751.50
7/26/22	6031680	CM HEATING INC	\$15,550.00
7/26/22	6031681	COZY HEATING INC	\$2,650.00
7/26/22	6031682	CHERI NELSON	\$10.00
7/26/22	6031683	ANGELA JOHNSTON	\$2,053.00
7/27/22	6031684	CENTRAL WELDING SUPPLY CO INC	\$1,195.83
7/27/22	6031685	CERIUM NETWORKS INC	\$32,772.18
7/27/22	6031686	DAY MANAGEMENT CORPORATION	\$2,010.95
7/27/22	6031687	DIVERSIFIED INSPECTIONS ITL INC	\$315.00
7/27/22	6031688	DOBLE ENGINEERING CO	\$764.40
7/27/22	6031689	KUBRA DATA TRANSFER LTD	\$39,202.58
7/27/22	6031690	MOSS ADAMS LLP	\$1,249.50
7/27/22	6031691	MOTOR TRUCKS INTL & IDEALEASE INC	\$728.79
7/27/22	6031692	NORTHSTAR CHEMICAL INC	\$1,831.30
7/27/22	6031693	NORTHWEST POWER POOL CORP	\$10,607.45
7/27/22	6031694	NW SUBSURFACE WARNING SYSTEM	\$8,982.27
7/27/22	6031695	PETROCARD INC	\$5,485.95

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
7/27/22	6031696	ROMAINE ELECTRIC CORP	\$750.61
7/27/22	6031697	SEATTLE TIMES COMPANY	\$673.59
7/27/22	6031698	PROLEC-GE WAUKESHA INC	\$7,502.46
7/27/22	6031699	PRATT DAY & STRATTON PLLC	\$2,482.45
7/27/22	6031700	GORDON TRUCK CENTERS INC	\$71.65
7/27/22	6031701	WILLIAMS SCOTSMAN INC	\$181.05
7/27/22	6031702	BACKGROUND INFORMATION SERVICES INC	\$1,268.55
7/27/22	6031703	CHAMPION BOLT & SUPPLY INC	\$502.74
7/27/22	6031704	CONFLUENCE ENGINEERING GROUP LLC	\$6,735.50
7/27/22	6031705	CUZ CONCRETE PRODUCTS INC	\$934.15
7/27/22	6031706	ELECTRO-TERM INC	\$1,719.07
7/27/22	6031707	LENZ ENTERPRISES INC	\$9,417.28
7/27/22	6031708	LONGS LANDSCAPE LLC	\$15,505.70
7/27/22	6031709	OPEN ACCESS TECHNOLOGY INTL INC	\$846.66
7/27/22	6031710	PELLCO CONSTRUCTION INC	\$440,529.53
7/27/22	6031711	LOUIS F MATHESON CONSTRUCTION INC	\$458.58
7/27/22	6031712	SNOHOMISH COUNTY	\$32,979.43
7/27/22	6031713	SOUND SAFETY PRODUCTS CO INC	\$4,195.65
7/27/22	6031714	ANIXTER INC	\$7,188.45
7/27/22	6031715	GRAVITEC SYSTEMS INC	\$9,375.00
7/27/22	6031716	ICONIX WATERWORKS INC	\$2,806.92
7/27/22	6031717	TRAFFIC CONTROL PLAN CO OF WA LLC	\$525.00
7/27/22	6031718	PRODIMS LLC	\$5,091.84
7/27/22	6031719	HARNISH GROUP INC	\$108.07
7/27/22	6031720	DS SERVICES OF AMERICA INC	\$5,159.84
7/27/22	6031721	CENVEO WORLDWIDE LIMITED	\$5,193.76
7/27/22	6031722	CURTIS A SMITH	\$8,973.26
7/27/22	6031723	ISSQUARED INC	\$32,702.11
7/27/22	6031724	TWILIO INC	\$3,457.23
7/27/22	6031725	TITAN ELECTRIC INC	\$21,169.24
7/27/22	6031726	GALAXY 1 COMMUNICATIONS	\$67.04
7/27/22	6031727	JACKAREN CONSULTING	\$25,120.80

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
7/27/22	6031728	USIC HOLDINGS INC	\$65,648.98
7/27/22	6031729	MIRO CONSULTING INC	\$150.00
7/27/22	6031730	MARIAN DACCA PUBLIC AFFAIRS LLC	\$6,800.00
7/27/22	6031731	TBURGER LLC	\$1,000.00
7/27/22	6031732	AA REMODELING LLC	\$350.00
7/27/22	6031733	STILLWATER ENERGY LLC	\$9,809.54
7/27/22	6031734	AARON JANISKO	\$88.50
7/27/22	6031735	MATTHEW KIMBALL	\$195.00
7/27/22	6031736	GARRISON MARR	\$1,009.85
7/27/22	6031737	JEFFREY FEINBERG	\$257.00
7/27/22	6031738	JOHN HAARLOW	\$111.00
7/28/22	6031739	ASPLUNDH TREE EXPERT LLC	\$21,975.18
7/28/22	6031740	ASSOCIATED PETROLEUM PRODUCTS INC	\$43,602.93
7/28/22	6031741	AUTOMATED ENERGY INC	\$600.00
7/28/22	6031742	NORTH COAST ELECTRIC COMPANY	\$6,345.26
7/28/22	6031743	ON HOLD CONCEPTS INC	\$234.70
7/28/22	6031744	SEATTLE TIMES COMPANY	\$2,173.59
7/28/22	6031745	STELLAR INDUSTRIAL SUPPLY INC	\$758.94
7/28/22	6031746	UNITED PARCEL SERVICE	\$152.54
7/28/22	6031747	WASTE MANAGEMENT OF WASHINGTON INC	\$5,597.06
7/28/22	6031748	WETLAND RESOURCES INC	\$6,195.00
7/28/22	6031749	COLEHOUR & COHEN INC	\$7,460.00
7/28/22	6031750	THE COMPLETE LINE LLC	\$1,077.02
7/28/22	6031751	LENZ ENTERPRISES INC	\$2,902.90
7/28/22	6031752	THOMAS D MORTIMER JR	\$2,175.00
7/28/22	6031753	NORTHWEST CASCADE INC	\$747.26
7/28/22	6031754	PACIFIC MOBILE STRUCTURES INC	\$1,019.36
7/28/22	6031755	RMG FINANCIAL CONSULTING INC	\$700.00
7/28/22	6031756	ROHLINGER ENTERPRISES INC	\$5,207.28
7/28/22	6031757	TYNDALE ENTERPRISES INC	\$12,912.52
7/28/22	6031758	WALTER E NELSON CO OF WESTERN WA	\$232.77
7/28/22	6031759	ALTEC INDUSTRIES INC	\$12.42

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
7/28/22	6031760	ANIXTER INC	\$34,983.39
7/28/22	6031761	ROADPOST USA INC	\$1,006.08
7/28/22	6031762	Z2SOLUTIONS LLC	\$120,207.82
7/28/22	6031763	SPINAL HEALTH CONSULTANTS INC	\$14,000.00
7/28/22	6031764	THE SISNEY GROUP LLC	\$3.22
7/28/22	6031765	TITAN ELECTRIC INC	\$5,107.11
7/28/22	6031766	MCG ENERGY HOLDINGS LLC	\$2,925.00
7/28/22	6031767	SHERELLE GORDON	\$32,000.00
7/28/22	6031768	FLEET SERVICE VEHICLE REPAIR LLC	\$159.01
7/28/22	6031769	THE ADT SECURITY CORPORATION	\$4,376.48
7/28/22	6031770	MAPBOX INC	\$466.00
7/28/22	6031771	RESOUND ENERGY LLC	\$1,583.00
7/28/22	6031772	ALLISON GRINCZEL	\$14.38
7/28/22	6031773	LAURA ZORICK	\$186.72
7/28/22	6031774	PAUL KISS	\$213.70
7/28/22	6031775	JEROME DRESCHER	\$75.81
7/28/22	6031776	LIBERTY MUTUAL GROUP INC	\$40,167.45
7/29/22	6031777	ASPLUNDH TREE EXPERT LLC	\$5,798.88
7/29/22	6031778	HOWARD INDUSTRIES INC	\$74,305.59
7/29/22	6031779	NORTHWEST POWER POOL CORP	\$9,502.70
7/29/22	6031780	PITNEY BOWES PRESORT SERVICES LLC	\$266.87
7/29/22	6031781	UNITED PARCEL SERVICE	\$144.00
7/29/22	6031782	WELLNESS BY WISHLIST INC	\$1,461.46
7/29/22	6031783	PACHECOS LANDSCAPING LLC	\$2,561.54
7/29/22	6031784	CM HEATING INC	\$5,300.00
7/29/22	6031785	COZY HEATING INC	\$1,650.00
7/29/22	6031786	AA REMODELING LLC	\$2,750.00
7/29/22	6031787	WASHINGTON ENERGY SERVICES COMPANY	\$2,650.00
7/29/22	6031788	GIUSEPPE FINA	\$907.35
7/29/22	6031789	KEGAN FRIDDLE	\$92.00
7/29/22	6031790	KAREN LATIMER	\$172.50
7/29/22	6031791	LORI BOHAN	\$34.38

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
7/29/22	6031792	LIBERTY MUTUAL GROUP INC	\$44,738.18
8/1/22	6031793	ASPLUNDH TREE EXPERT LLC	\$241.12
8/1/22	6031794	OSMOSE UTILITIES SERVICES INC	\$20.63
8/1/22	6031795	STAR RENTALS INC	\$2,913.30
8/1/22	6031796	BENEFITFOCUS COM INC	\$7,982.88
8/1/22	6031797	B&L UTILITY INC	\$35.41
8/1/22	6031798	HOGLUNDS TOP SHOP INC	\$1,500.14
8/1/22	6031799	NORTHWEST CASCADE INC	\$462.50
8/1/22	6031800	RICOH USA INC	\$5,909.32
8/1/22	6031801	SENSUS USA INC	\$48,580.30
8/1/22	6031802	TIRE GUIDES INC	\$75.60
8/1/22	6031803	WETHERHOLT & ASSOCIATES INC	\$10,269.50
8/1/22	6031804	UNITED RENTALS NORTH AMERICA INC	\$466.58
8/1/22	6031805	ALTEC INDUSTRIES INC	\$140.06
8/1/22	6031806	ANIXTER INC	\$23,817.53
8/1/22	6031807	THE GOODYEAR TIRE & RUBBER CO	\$2,200.26
8/1/22	6031808	MICHAEL NASH	\$14,132.21
8/1/22	6031809	TRAFFIC CONTROL PLAN CO OF WA LLC	\$350.00
8/1/22	6031810	BALLARD HARDWARE & SUPPLY INC	\$131.92
8/1/22	6031811	STRATEGIC RESEARCH ASSOCIATES LLC	\$11,275.00
8/1/22	6031812	CALFO EAKES LLP	\$9,634.00
8/1/22	6031813	AA REMODELING LLC	\$2,000.00
8/1/22	6031814	OXBOW LLC	\$6,000.00
8/1/22	6031815	MONICA GORMAN	\$81.26
8/1/22	6031816	REBECCA BURDEN	\$462.15
8/1/22	6031817	RONALD SHEPPARD	\$200.00
8/2/22	6031818	CONSOLIDATED ELECTRICAL DISTRIBUTOR	\$836.16
8/2/22	6031819	MOTOR TRUCKS INTL & IDEALEASE INC	\$201.66
8/2/22	6031820	NORTH COAST ELECTRIC COMPANY	\$5,892.67
8/2/22	6031821	RWC INTERNATIONAL LTD	\$380.10
8/2/22	6031822	GORDON TRUCK CENTERS INC	\$152.31
8/2/22	6031823	WESTERN FACILITIES SUPPLY INC	\$1,380.68

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
8/2/22	6031824	AARD PEST CONTROL INC	\$141.77
8/2/22	6031825	CHAMPION BOLT & SUPPLY INC	\$571.81
8/2/22	6031826	GENERAL PACIFIC INC	\$104,095.44
8/2/22	6031827	HOGLUNDS TOP SHOP INC	\$439.60
8/2/22	6031828	NORTHWEST CASCADE INC	\$430.00
8/2/22	6031829	WESTERN ELECTRICITY COORDINATING CO	\$95.01
8/2/22	6031830	ANIXTER INC	\$6,698.14
8/2/22	6031831	INFOSOL INC	\$300.00
8/2/22	6031832	BANK OF AMERICA NA	\$304,528.68
8/2/22	6031833	BLUEBERRY TECHNOLOGIES LLC	\$23,625.00
8/2/22	6031834	AA REMODELING LLC	\$1,300.00
8/2/22	6031835	WASHINGTON ENERGY SERVICES COMPANY	\$50.00
8/2/22	6031836	REBECCA BURDEN	\$248.56
8/3/22	6031837	NORTH COAST ELECTRIC COMPANY	\$1,778.14
8/3/22	6031838	OPEN TEXT INC	\$5,879.25
8/3/22	6031839	ROMAINE ELECTRIC CORP	\$850.49
8/3/22	6031840	RWC INTERNATIONAL LTD	\$70.47
8/3/22	6031841	SNOHOMISH COUNTY	\$203.50
8/3/22	6031842	STELLAR INDUSTRIAL SUPPLY INC	\$5,252.55
8/3/22	6031843	TOPSOILS NORTHWEST INC	\$388.14
8/3/22	6031844	UNITED PARCEL SERVICE	\$290.82
8/3/22	6031845	ANDERSON HUNTER LAW FIRM PS	\$597.00
8/3/22	6031846	EDGE ANALYTICAL INC	\$198.00
8/3/22	6031847	GENERAL PACIFIC INC	\$87,525.97
8/3/22	6031848	NORTHWEST CASCADE INC	\$311.45
8/3/22	6031849	TRU-CHECK INC	\$374,398.28
8/3/22	6031850	WESTERN STATES FIRE PROTECTION CO	\$409.13
8/3/22	6031851	BORDER STATES INDUSTRIES INC	\$288.97
8/3/22	6031852	HP INC	\$9,809.68
8/3/22	6031853	DANIEL SONNICHSEN	\$2,582.89
8/3/22	6031854	LIBERTY MUTUAL GROUP INC	\$14,192.18
8/4/22	6031855	ALLIANCE TO SAVE ENERGY	\$50,000.00

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
8/4/22	6031856	ASPLUNDH TREE EXPERT LLC	\$29,193.81
8/4/22	6031857	DOBLE ENGINEERING CO	\$34,299.79
8/4/22	6031858	NORTH COAST ELECTRIC COMPANY	\$553.28
8/4/22	6031859	RWC INTERNATIONAL LTD	\$3,454.04
8/4/22	6031860	TESSCO INCORPORATED	\$120.74
8/4/22	6031861	TOPSOILS NORTHWEST INC	\$129.38
8/4/22	6031862	WW GRAINGER INC	\$8,663.92
8/4/22	6031863	LELAND R DART	\$900.00
8/4/22	6031864	EDGE ANALYTICAL INC	\$242.00
8/4/22	6031865	HOGLUNDS TOP SHOP INC	\$439.60
8/4/22	6031866	LENZ ENTERPRISES INC	\$7,998.87
8/4/22	6031867	BEN-KO-MATIC CO	\$16,020.25
8/4/22	6031868	PORTAGE BAY SOLUTIONS INC	\$2,216.50
8/4/22	6031869	PUBLIC UTILITY DISTRICT EMPLOYEES	\$1,005.00
8/4/22	6031870	SEATTLE AUTOMOTIVE DISTRIBUTING INC	\$288.15
8/4/22	6031871	OFFICE OF THE SECRETARY OF STATE	\$2,532.50
8/4/22	6031872	ALTEC INDUSTRIES INC	\$4,694.65
8/4/22	6031873	EQUINOX RESEARCH & CONSULTING	\$9,243.73
8/4/22	6031874	LANE POWELL PC	\$3,098.00
8/4/22	6031875	MURRAYSMITH INC	\$8,028.00
8/4/22	6031876	BORDER STATES INDUSTRIES INC	\$570.86
8/4/22	6031877	SUE FRESE	\$87.52
8/4/22	6031878	COLLEEN MURPHY	\$1,181.20
8/4/22	6031879	GARY STUTHEIT	\$250.00
8/5/22	6031880	HOWARD INDUSTRIES INC	\$53,656.48
8/5/22	6031881	NELSON DISTRIBUTING INC	\$611.49
8/5/22	6031882	STAR RENTALS INC	\$886.14
8/5/22	6031883	WASTE MANAGEMENT OF WASHINGTON INC	\$96.87
8/5/22	6031884	LOUIS F MATHESON CONSTRUCTION INC	\$5,282.51
8/5/22	6031885	SAMPSA M WRIGHT	\$23,725.30
8/5/22	6031886	ASTRID GAMBILL	\$1,126.66

Total: \$2,991,556.27

Detailed Disbursement Report

Accounts Payable Wires			
Payment Date	Payment Ref Nbr	Payee	Amount
7/28/22	7002595	CRAWFORD & COMPANY	\$19,821.09
7/29/22	7002596	CITY OF TACOMA WASHINGTON	\$4,037.50
7/29/22	7002597	WHEAT FIELD WIND POWER PROJECT LLC	\$1,719,301.36
8/3/22	7002598	CRAWFORD & COMPANY	\$543.68
8/4/22	7002599	ICMA-RC	\$206,369.26
8/4/22	7002600	PUBLIC UTILITY DIST NO 1 OF SNOHOMI	\$33,152.50
8/4/22	7002601	ICMA-RC	\$546,855.30
Total:			\$2,530,080.69

Detailed Disbursement Report

Payroll			
Period End Date	Payment Ref Nbr	Payee	Amount
8/3/22	5300000670	PUD EMPLOYEES - DIRECT DEPOSIT	\$4,048,860.34
8/5/22	844715 - 844726	PUD EMPLOYEES - WARRANTS	\$25,540.30

Detailed Disbursement Report

Automatic Debit Payments			
Payment Date	Payment Ref Nbr	Payee	Amount
7/25/2022	5300000658	STATE OF WA DEPT OF RETIR	\$172,393.94
7/26/2022	5300000660	STATE OF WA DEPT OF REVEN	\$2,064,105.53
7/26/2022	5300000661	STATE OF WA DEPT OF REVEN	\$6,430.39
7/27/2022	5300000662	US POSTAL SVC	\$110,000.00
7/28/2022	5300000663	WELLNESS BY WISHLIST INC	\$4,666.20
7/29/2022	5300000664	US POSTAL SVC	\$10,000.00
8/1/2022	5300000665	WELLNESS BY WISHLIST INC	\$737.79
8/1/2022	5300000666	ELAVON INC DBA MERCHANT S	\$2,863.82
8/2/2022	5300000667	VOID	\$0.00
8/2/2022	5300000668	VOID	\$0.00
8/2/2022	5300000669	WELLNESS BY WISHLIST INC	\$3,100.23
8/3/2022	5300000670	ADP INC	\$935,497.78
8/5/2022	5300000673	WELLNESS BY WISHLIST INC	\$29,798.87

Total: \$3,339,594.55



BUSINESS OF THE COMMISSION

Meeting Date: August 16, 2022

Agenda Item: 4A

TITLE

Consideration of a Resolution Authorizing the Manager, Real Estate Services, to Execute an Easement Amendment of an Easement Previously Granted by the District in Favor of the City of Everett That Allows the City to Operate, Repair, and Maintain a Recreational Trail in a Portion of the Power Line Corridor Property of the District Commonly Known as the PNT Right-of-Way Located in the City of Everett, Snohomish County, Washington

SUBMITTED FOR: Public Hearing and Action

<u>Real Estate Services</u>	<u>Maureen Barnes</u>	<u>4373</u>
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing: <u>July 28, 2020</u>		
Estimated Expenditure: <u>N/A</u>		Presentation Planned <input checked="" type="checkbox"/>

ACTION REQUIRED:

- Decision Preparation
- Policy Discussion
- Policy Decision
- Statutory
- Incidental (Information)
- Monitoring Report

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

Process, Board Job Description, GP-3(4)(F)(1) a non-delegable statutorily assigned Board Duty to authorize acquisition . . . and the disposition of certain properties and payment therefore.

On August 9, 1994, and pursuant to District Resolution No. 4153, Public Utility District No. 1 of Snohomish County (“District”) executed an Easement (“Easement”) in favor of the City of Everett (“City”) to operate, repair, maintain and patrol a recreational trail in that portion of the power line corridor property of the District commonly known as the PNT Right-of-Way.

Under Section 11 of said Easement, the term of the Easement was 25 years and would have expired on August 9, 2019. Pursuant to District Resolution No. 5916, the District and City executed an Easement Renewal of the Easement with a term through August 13, 2020. Pursuant to District Resolution No. 5969, the District executed a second Easement Renewal with a term through August 31, 2022.

Staff from the District and the City continue to be in the process of negotiating the terms and conditions of a new easement to replace said Easement but have not been able to reach a tentative agreement. Accordingly, staff request that the term of the Easement and Easement Renewals be extended through February 28, 2023, in order to provide sufficient time to conclude the negotiations and reach a tentative agreement that would then be subject to Commission review and approval.

Staff recommends passing the resolution to authorize the Manager of the District's Real Estate Services to execute the Easement Amendment that would extend the term of the Easement through February 28, 2023.

List Attachments:

Resolution
Exhibit A

RESOLUTION NO. _____

A RESOLUTION Authorizing the Manager, Real Estate Services, to Execute an Easement Amendment of an Easement Previously Granted by the District in Favor of the City of Everett That Allows the City to Operate, Repair, and Maintain a Recreational Trail in a Portion of the Power Line Corridor Property of the District Commonly Known as the PNT Right-of-Way Located in the City of Everett, Snohomish County, Washington

WHEREAS, on August 9, 1994, and pursuant to District Resolution No. 4153, Public Utility District No. 1 of Snohomish County (“District”) executed an Easement (“Easement”) in favor of the City of Everett (“City”) to operate, repair, maintain and patrol a recreational trail in that portion of the power line corridor property of the District commonly known as the PNT Right-of-Way; and

WHEREAS, on August 10, 1994, the City accepted the terms and conditions of Easement; and

WHEREAS, under Section 11 of said Easement, the term of the Easement was 25 years and expired on August 10, 2019; and

WHEREAS, pursuant to District Resolution No. 5916, the District and City executed an Easement Renewal of the Easement with a term through August 13, 2020; and

WHEREAS, pursuant to District Resolution No. 5969, the District and City executed a second Easement Renewal of the Easement with a term through August 31, 2022; and

WHEREAS, staff from the District and the City are in the process of negotiating a new Easement to replace said Easement and desire to extend the term of the Easement through February 28, 2023, while such negotiations are ongoing; and

WHEREAS, the Commission finds that it is in the best interest of the District and its ratepayers to authorize to extend the term of the Easement through February 28, 2023, while such negotiations are ongoing.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 1 of Snohomish County that the Manager of the District’s Real Estate Services, or her designee, is authorized to:

1. Execute an Easement Amendment of the above referenced Easement to extend the term of the Easement through February 28, 2023, in a form substantially similar to the Easement Amendment attached hereto as Exhibit “A”; provided that the final form of the Easement Amendment shall be subject to review and approval by the District’s General Counsel or her designee; and

2. Take any and all other actions necessary to complete and record the Easement Amendment.

PASSED AND APPROVED this 16th day of August, 2022.

President

Vice-President

Secretary



Exhibit A to Resolution No. ____

AFTER RECORDING, PLEASE RETURN TO:

Public Utility District No. 1 of Snohomish County
Attn: Maureen Barnes, Manager
Real Estate Services
P.O. Box 1107
Everett, Washington 98206-1107

EASEMENT AMENDMENT

Grantor ("Owner"): Public Utility District No. 1 of Snohomish County
Grantee: City of Everett, Washington
Short Legal Description: Portions of Sections 18 and 19; Twp. 28N; Range 05E
Tax Parcel No: 28051900100700

Easement Recorded under Snohomish County Auditor's No. 9408120224

PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY ("District"), a Washington municipal corporation, does hereby amend that Easement granted in favor of the **CITY OF EVERETT**, a Washington municipal corporation ("City"), and recorded under Snohomish County Auditor's No. 9408120224, and subsequent Easement Renewal recorded under Snohomish County Auditor's No. 201909190397.

WHEREAS, on August 9, 1994 and pursuant to District Resolution No. 4153, the District executed an Easement ("Easement") in favor of the City to operate, repair, maintain and patrol a recreational trail in that portion of the power line corridor property of the District commonly known as the PNT Right-of-Way and legally described on attached and incorporated Exhibit "A" ("Property"), and subject to the following terms, conditions and restrictions.

WHEREAS, on August 10, 1994, the City accepted the terms and conditions of Easement.

WHEREAS, the Easement was recorded on August 12, 1994, by the Snohomish County Auditor under Recording No. 9408120224.

WHEREAS, under Section 11 of said Easement, the term of the Easement was 25 years and would have expired on August 10, 2019.

WHEREAS, pursuant to District Resolution No. 5916, the District and the City executed an Easement Renewal of the Easement with a term through August 13, 2020, and the Easement Renewal was recorded under Snohomish County Auditor's No. 201909190397.

WHEREAS, pursuant to District Resolution No. 5969, the District and the City executed an Easement Renewal of the Easement with a term through August 31, 2022.

WHEREAS, the District and the City are in the process of negotiating a new easement to replace said Easement and desire to extend the term of the Easement through February 28, 2023, while such negotiations are ongoing.

NOW, THEREFORE, the District, as Grantor, hereby amends the Easement as follows:

1. Term of Easement. The term of the Easement recorded under Snohomish County Auditor's No. 9408120224 and subsequent Easement Renewals are hereby extended to 12:00 p.m., February 28, 2023, unless earlier terminated for cause by the District in accordance with Section 11 of the Easement.

2. Except as hereby amended, all terms and conditions of the Easement remain in full force and effect.

PUBLIC UTILITY DISTRICT NO. 1
OF SNOHOMISH COUNTY (GRANTOR)

By: _____

Maureen Barnes, Manager,
Real Estate Services

Date: _____

(REPRESENTATIVE ACKNOWLEDGEMENT)

State of Washington
County of Snohomish

I, a Notary Public in and for the State of Washington, certify that I know or have satisfactory evidence that Maureen Barnes is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager, Real Estate Services of Public Utility District No. 1 of Snohomish County, Washington, to be a free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Signature: _____

Print Name: _____

Dated: _____

Residing at: _____

My appointment expires: _____

The City of Everett (Grantee) hereby agrees to and accepts the above amendment of the referenced Easement and Easement Renewal and reaffirms that it accepts, agrees to and shall comply with all of the terms and conditions contained in the Easement.

:
CITY OF EVERETT

By: _____
Name: _____
Title: _____
Date: _____

(REPRESENTATIVE ACKNOWLEDGEMENT)

State of Washington
County of Snohomish

I, a Notary Public in and for the State of Washington, certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____, City of Everett, Washington, to be a free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Signature: _____
Print Name: _____
Dated: _____
Residing at: _____
My appointment expires: _____



BUSINESS OF THE COMMISSION

Meeting Date: August 16, 2022

Agenda Item: 5A

TITLE

2023 Budget Notice of Public Hearing

SUBMITTED FOR: Items for Individual Consideration

<u>Finance Division</u>	<u>Sarah Bond</u>	<u>8448</u>
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing: _____		
Estimated Expenditure: _____		Presentation Planned <input type="checkbox"/>

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) ... a non-delegable, statutorily assigned Board duty as defined under RCW 54.16.080 ... budget.

The Commission's budget considerations and Public Hearing will commence after delivery of the General Manager's Proposed 2023 Budget on Monday, October 3, 2022. The Public Hearing will be continued on November 1, 2022 and November 15, 2022. Adoption is scheduled for December 6, 2022. Notices of Public Hearing will be published on September 20 and 27, 2022.

List Attachments:

- Proposed Hearing Schedule
- Notice of Public Hearing

PROPOSED HEARING SCHEDULE

2023 BUDGET

PROPOSED DATES

PROPOSED ACTIVITY

August 16, 2022

Set Hearing Schedule for 2023 Budget

October 3, 2022¹

Public Hearing - deliver Proposed 2023 Budget to Commission. Continue hearing as necessary

November 1, 2022

Continue public hearing

November 15, 2022

Continue public hearing – Discuss Proposed Budget Modifications

December 6, 2022

Public Hearing – Commission considers adoption of 2023 Budget

¹ Statute requires the Commission to hold a public hearing on the first Monday in October.

NOTICE OF PUBLIC HEARING
ON PROPOSED 2023 BUDGET

NOTICE IS HEREBY GIVEN that the proposed preliminary budget of Public Utility District No. 1 of Snohomish County, Washington, for the calendar year 2023 has been filed with the Commission of said Public Utility District No. 1 at its office at 2320 California Street, Everett, Washington, and may be examined there by requesting a copy from the Clerk of the Board.

FURTHER, MONDAY, OCTOBER 3, 2022, at the hour of 1:30 p.m., at 2320 California Street, Everett, Washington and/or at a publicly noticed video conference meeting, if appropriate, is set as the date, time, and place for said public hearing on the proposed budget, at which time any citizen may appear and be heard for or against the whole or any part thereof.

DATED this 16th day of August 2022.

Tanya Olson, President

Rebecca Wolfe, Vice-President

Sidney Logan, Secretary

To be Published: September 20, 2022
 September 27, 2022



BUSINESS OF THE COMMISSION

Meeting Date: August 16, 2022

Agenda Item: 5B

TITLE

Consideration of a Motion Accepting the 2nd Quarter 2022 Financial Conditions and Activities Monitoring Report

SUBMITTED FOR: Items for Individual Consideration

Finance _____	Julia Anderson _____	8027 _____
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing: _____	<u>May 3, 2022</u>	
Estimated Expenditure: _____		Presentation Planned <input checked="" type="checkbox"/>

ACTION REQUIRED:

- | | | |
|---|-------------------------------------|---|
| <input type="checkbox"/> Decision Preparation | <input type="checkbox"/> Incidental | <input checked="" 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 Limitation 5 – Financial Conditions and Activities

List Attachments:

- Internal Monitoring Report – Financial Conditions and Activities (EL-5)
- Financial and Budget Results – Second Quarter 2022



GOVERNANCE
INTERNAL MONITORING REPORT

Report Date: 8/9/2022

Policy Type: Executive Limitations

Reporting Method: Executive Report External Audit Direct Inspection

Policy Title: Financial Conditions and Activities (EL-5)


Date of Policy: April 27, 1999


Frequency: Quarterly


Global Policy Prohibition: *With respect to the actual, ongoing financial condition and activities, the General Manager shall not cause or allow the development of fiscal jeopardy or a material deviation of actual expenditures from Board priorities established in the Ends Policy.*

Interpretation: The General Manager shall ensure that the District’s financial position and results are consistent with Board policy and priorities and are fiscally prudent.

Compliance: This report constitutes my assurance that, as reasonably interpreted, these conditions have not occurred and further, that the data submitted below are accurate as of this date, June 30, 2022.

Signed 
John A. Haarlow, CEO


Date

Signed 
J. Scott Jones, CFO

August 9, 2022
Date

Summary Data: See attached financial and budget results.

- 1. **Policy Prohibition:** *Accordingly, she or he shall not use any rate stabilization fund reserves without Board authorization.*

Interpretation: The District shall hold in reserves any amounts designated by the Board for the Rate Stabilization Reserve. This reserve shall be reduced only by Commission action.

Conclusion: During the 2nd quarter of 2022 this Executive Limitation was followed with no exceptions.

Summary Data: The Rate Stabilization fund was not reduced during the 2nd quarter of 2022.

2. **Policy Prohibition:** *Accordingly, she or he shall not pay any judgment or settle any claim with funds from the District's self-insurance fund unless authorized by the Board.*

Interpretation: No claim settlement will be paid out of the District's self-insured retention fund without first obtaining commission approval.

Conclusion: During the 2nd quarter of 2022, this Executive Limitation was followed with no exceptions.

Summary Data: The Self Insurance Fund totals \$10.0 million as of June 30, 2022. No claims were paid out of the District's Self-insured Retention Fund during the 2nd quarter of 2022. All other claims settlements authorized by the Risk Management department were paid from the department's annual claims settlement budget.

3. **Policy Prohibition:** *Accordingly, she or he shall not fail to present the Board in Executive Session, on at least a quarterly basis, a report regarding all significant lawsuits filed against the District and any other legal issues which could result in significant financial exposure for the District.*

Interpretation: Lawsuits that could materially affect the financial viability of the District will be reported to the Commission. Also included will be any other potential legal issues that may pose significant concerns in the future.

Conclusion: During the 2nd quarter of 2022, this Executive Limitation was followed with no exceptions.

Summary Data: This requirement is being met quarterly by a confidential litigation memorandum to the Board and General Manager from the General Counsel who has assumed the responsibility for ensuring that the Commission is kept current on any significant pending or potential litigation or issues that could result in significant exposure for the District. Cases on that memorandum are discussed in Executive Session on an as-needed basis.

4. **Policy Prohibition:** *Accordingly, she or he shall not fail to settle payroll and debts in a timely manner.*

Interpretation: Payroll and all other accounts payable will be paid in a timely manner.

Conclusion: During the 2nd quarter of 2022, this Executive Limitation was followed with no exceptions.

Summary Data: Payroll and all other payables were made in a timely manner during the 2nd quarter of 2022.

5. **Policy Prohibition:** *Accordingly, she or he shall not allow tax payments or other government-authority ordered payments or filings to be overdue or inaccurately filed.*

Interpretation: Tax payments will be made in a timely manner, avoiding penalties and interest.

Conclusion: During the 2nd quarter of 2022, this Executive Limitation was followed with no exceptions.

Summary Data: During this quarter all applicable local, state, and federal tax payments and obligations were made in a timely manner.

6. **Policy Prohibition:** *Accordingly, she or he shall not fail to aggressively pursue receivables after a reasonable grace period to the extent it is cost effective to do so.*

Interpretation: Accounts receivable are handled according to written District Policies, Procedures, and Guidelines. Past due accounts receivable are pursued in a cost-effective manner based on credit guidelines, customer circumstance, and staffing availability.

Conclusion: During the 2nd quarter of 2022, this Executive Limitation was followed with no exceptions.

Summary Data: The District is making every effort to pursue receivables while maintaining compliance with the Board of Commissioner's direction on customer assistance in response to the COVID-19 pandemic and proclamation 20-23.2 which prohibits disconnection of residential service due to nonpayment as well as late fees and disconnection fees.

7. **Policy Prohibition:** *Accordingly, she or he shall not, without prior approval of the Board, compromise or settle:*

A. *An employee claim when a lawsuit has been filed.*

B. *An employee claim where a lawsuit has not been filed when the settlement is greater than \$25,000, including attorney fees or other expenses, but not including the value of any outplacement or educational assistance, increased length of notice of termination or other non-cash benefits. Such settlements shall be recorded with the Board as incidental reports within thirty (30) calendar days of the settlement.*

- C. *A claim against the District when a lawsuit has been filed where the settlement is greater than \$25,000, including attorney fees or other expenses.*
- D. *Any other demand or claim by or against the District for a monetary amount greater than \$100,000.*

Interpretation: General Counsel and Risk Management will ensure that the Commission shall be informed when an employee files a lawsuit, a settlement greater than \$25,000 is made with an employee, a lawsuit greater than \$25,000 is filed, or any other demand greater than \$100,000 is made against the District.

Conclusion: During the 2nd quarter of 2022, this Executive Limitation was followed with no exceptions.

Summary Data: This requirement is being met by General Counsel in Executive Session. General Counsel has assumed the responsibility for ensuring that the Commission is kept current on any employee claims when a lawsuit is filed, employee settlements greater than \$25,000, and any lawsuits or potential claims greater than \$100,000 with the exception of claims handled by Risk Management.

- 8. **Policy Prohibition:** *Accordingly, she or he shall not execute modifications to the collective bargaining agreements between the District and the International Brotherhood of Electrical Workers (IBEW) that:*
 - A. *Relate to compensation including, but not limited to, wages or benefits;*
 - B. *Are unbudgeted; or*
 - C. *Cumulatively exceed \$100,000 in any fiscal year.*

Interpretation: The District's Collective Bargaining Agreement (CBA) with IBEW Local #77 will not be modified without approval of the Board of Commissioners when the modifications involve any one of the following:

- Changes to the wage rate(s) for any Union Classification
- Changes to the overtime rate for any Union Classification
- Any new job classification and corresponding wage rate
- Any change to the formula for the District's contribution for health and welfare benefits
- An increase in the District's budget
- Contractual changes which result in an accumulation of cost changes which exceed \$100,000 annually

Compensation changes which involve items other than the above (e.g., tool allowance, boot/clothing allowances, fair share premiums, rest time, stand-by time, travel time, high time) do not require approval from the Board of Commissioners.

Conclusion: There have been no incidents of non-compliance with this Policy Prohibition during the 2nd quarter of 2022 reporting year.

Summary Data:

- State law requires that changes in wage rates require approval of the Board of Commissioners. This includes establishing wage rates for new classifications. No proposed wage changes for union classifications have been made without the approval of the Board of Commissioners and our current overtime rate has not been changed.
- The formula for the District's contribution for health and welfare benefits is outlined in the CBA. No changes in this formula have occurred without approval from the Commission.

SNOHOMISH PUD

Energizing Life In Our Communities

Financial Results - Second Quarter 2022

Presented by Scott Jones,
CFO

August 16, 2022

Last Presented May 3, 2022



Board of Commissioners:

Tanya "Toni" Olson • Rebecca Wolfe • Sidney "Sid" Logan





Statement of Operations Electric and Generation Systems

YTD Through June 30, 2022
(millions)

	2021	Actual vs. Prior Year	2022
Operating Revenues			
Retail Sales	\$ 323	+6	\$ 329
Wholesale Revenue	20	+13	33
Other Revenues	15	-1	14
Total Operating Revenues	\$ 358	+18	\$ 376
Operating Expenses			
Operation and Maintenance	\$ 130	+5	\$ 135
Purchased Power	160		160
Depreciation Expense	32	+1	33
Taxes	21	+1	22
Total Operating Expenses	\$ 343	+7	\$ 350
Net Operating Income	15	+11	26
Other Income (Expense)	\$ (1)	+3	\$ 2
Interest Income (Expense)	(9)	+1	(10)
Capital Contributions	12	+2	14
Net Income	\$ 17	+15	\$ 32
Capital Expenditures	\$ 49	+8	\$ 57

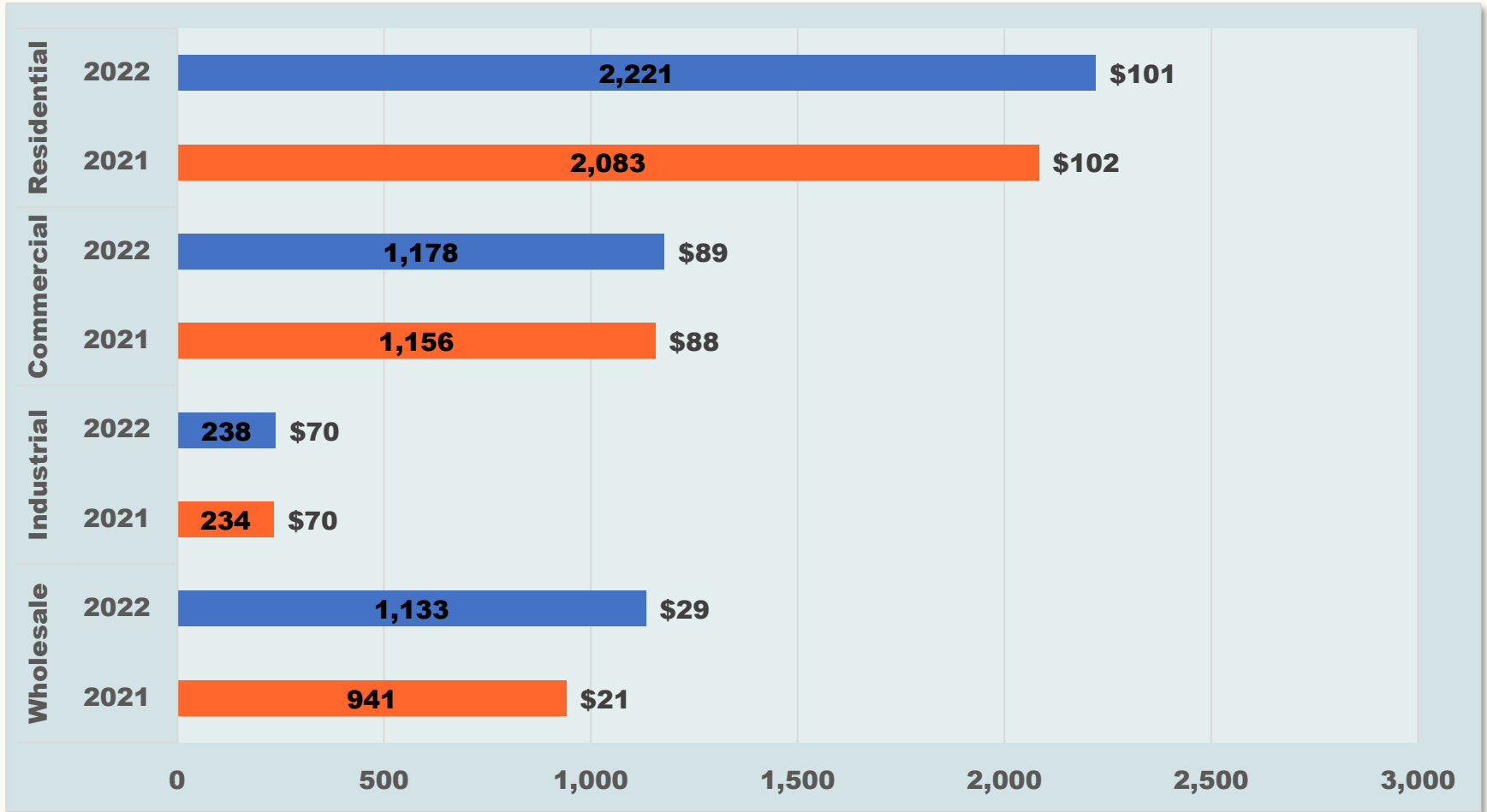
Statement of Operations Electric and Generation Systems

YTD Through June 30, 2022
(millions)

	2021	Actual vs. Prior Year	2022
Operating Revenues			
Retail Sales	\$ 323	 +6	\$ 329
Wholesale Revenue	20	 +13	33
Other Revenues	15	 -1	14
Total Operating Revenues	\$ 358	 +18	\$ 376

Megawatt Hours – Billed (000's) and Revenue per MWh

YTD Through June 30, 2022



Statement of Operations Electric and Generation Systems

YTD Through March 31, 2022
(millions)

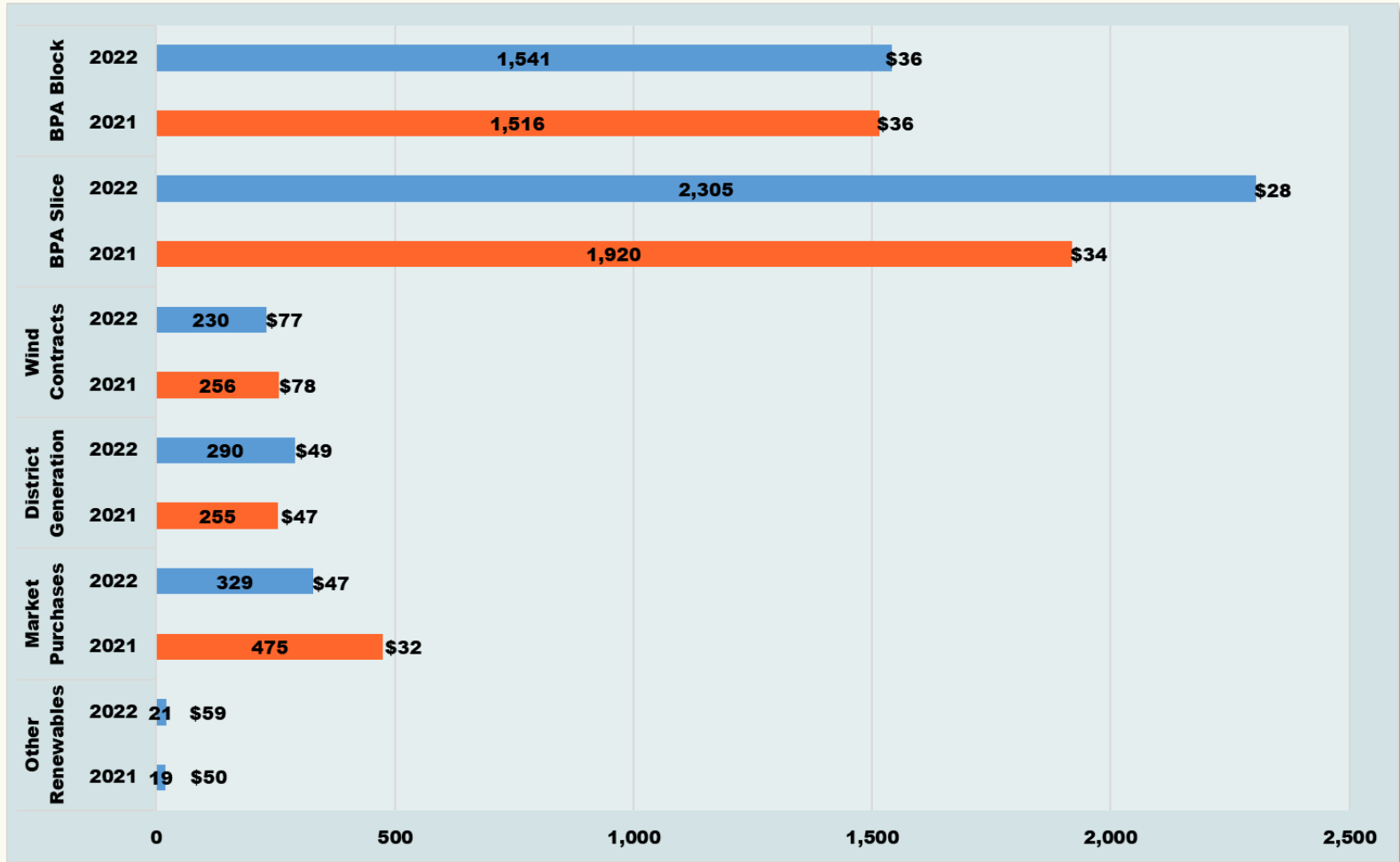
	2021	Actual vs. Prior Year	2022
Operating Expenses			
Operation and Maintenance	\$ 130	+5	\$ 135
Purchased Power	160		160
Depreciation Expense	32	+1	33
Taxes	21	+1	22
Total Operating Expenses	\$ 343	+7	\$ 350

Megawatt Hours – Power Supply

(000's)





and Cost per MWh

YTD Through June 30, 2022



Statement of Operations Electric and Generation Systems

YTD Through June 30, 2022
(millions)

	2021	Actual vs. Prior Year	2022
Other Income (Expense)	\$ (1)	 +3	\$ 2
Interest Income (Expense)	(9)	 +1	(10)
Capital Contributions	12	 +2	14
Capital Expenditures	\$ 49	 +8	\$ 57

Statement of Operations Electric and Generation Systems

YTD Through March 31, 2022
(millions)

	2021	Actual vs. Prior Year	2022
Operating Revenues			
Retail Sales	\$ 323	+6	\$ 329
Wholesale Revenue	20	+13	33
Other Revenues	15	-1	14
Total Operating Revenues	\$ 358	+18	\$ 376
Operating Expenses			
Operation and Maintenance	\$ 130	+5	\$ 135
Purchased Power	160		160
Depreciation Expense	32	+1	33
Taxes	21	+1	22
Total Operating Expenses	\$ 343	+7	\$ 350
Net Operating Income	15	+11	26
Other Income (Expense)	\$ (1)	+3	\$ 2
Interest Income (Expense)	(9)	+1	(10)
Capital Contributions	12	+2	14
Net Income	\$ 17	+15	\$ 32
Capital Expenditures	\$ 49	+8	\$ 57

Financial Condition Indicators Electric and Generation Systems

	As of June 30 - YTD	
	2021	2022
Reserves (in millions)		
Operating Reserves (Revenue Fund)	\$ 146	\$ 139
Operating Reserves (Debt Management Fund)	80	80
Contingency Reserves	125	125
Benefits Reserves	37	39
Sinking Reserve	17	18
Bond Debt Service Reserves	24	24
Project Reserves	104	82
 Current Ratio - Electric and Generation	 2.4	 1.8
<i>(Current Assets / Current Liabilities)</i>		
 Debt Indicators including Generation System		
Outstanding Bonds (in millions)	\$ 459	\$ 426
Debt to Capital Assets Ratio	0.18	0.16
Senior Lien Debt Service Coverage (12 mos ended)	3.6x	3.8x
 Bond Rating		
Fitch	AA-	AA-
Standard & Poors	AA-	AA
Moody's	Aa2	Aa2

Electric System Operating Indicators

	<u>Through June 30 - YTD</u>	
	<u>2021</u>	<u>2022</u>
Megawatt-Hours Billed		
Retail MWh Sales - Billed	3,486,787	3,653,346
Wholesale MWh Sales	941,116	1,133,438
Total MWh Sales - YTD	4,427,903	4,786,784
Net Write Offs to Sales (12 months) %	0.21%	0.44%
Net Write Offs (12 months)	\$ 1,293,359	\$ 1,658,358
Avg Power Cost/kWh	\$ 0.038	\$ 0.034
New Customer Connections	2,481	2,737
Total Active Customers	366,560	372,905

Statement of Operations Water System

YTD Through June 30, 2022
(thousands)

	2021	Actual vs. Prior Year	2022
Operating Revenues			
Retail Sales	\$ 6,273	-31	\$ 6,242
Wholesale Revenue	306	-33	273
Other Revenues	170	+3	173
Total Operating Revenues	\$ 6,749	-61	\$ 6,688
Operating Expenses			
Operation and Maintenance	\$ 3,508	+44	\$ 3,552
Purchased Water	1,427	-155	1,272
Depreciation Expense	1,626	+48	1,674
Taxes	354	-15	339
Total Operating Expenses	\$ 6,915	-78	\$ 6,837
Net Operating Income	\$ (166)	+17	\$ (149)
Other Income (Expense)	\$ 32	-189	\$ (157)
Interest Income (Expense)	(134)	+260	126
Capital Contributions	3,357	-1,916	1,441
Net Income	\$ 3,089	-1,828	\$ 1,261
Capital Expenditures	\$ 2,638	+1,635	\$ 4,273

Water System Financial Condition Indicators

	June 30 - YTD	
	2021	2022
Reserves (in thousands)		
Operating Reserve (Revenue Fund)	\$ 6,973	\$ 6,704
Contingency Reserves	1,500	1,500
Sinking Reserve	1,044	1,211
Bond Debt Service Reserve	418	418
Project Reserve	15,732	16,766
Current Ratio		
(Current Assets/Current Liabilities)	2.9	2.3
Debt Indicators		
Outstanding Water System Debt (in thousands)	\$ 13,024	\$ 14,348
Debt to Capital Assets Ratio	0.08	0.08
Senior Lien Debt Service Coverage	5.0x	4.5x
Bond Rating		
Moody's	Aa2	Aa2
Standard & Poors	AA	AA

Water System Operating Indicators

	June 30 - YTD	
	2021	2022
Water System Cubic Feet Sold (in thousands)		
Retail	91,750	86,502
Wholesale	14,173	12,625
Water System Rates/CCF		
Retail (includes surcharges)	\$ 6.84	\$ 7.22
Wholesale	\$ 2.16	\$ 2.16
Purchased Water Cost per CCF	\$ 1.60	\$ 1.61
New Customer Connects - YTD	343	163
Total Active Customers	22,785	23,124



BUSINESS OF THE COMMISSION

Meeting Date: August 16, 2022

Agenda Item: 5C

TITLE

Consideration of a Resolution Authorizing the CEO/General Manager or his Designee to Execute an Environmental Attribute Purchase and Services Agreement With Degrees3 Transportation Solutions, LLC. and a Clean Fuels Program Reporting Requirements Agreement With Qualco Energy Corporation

SUBMITTED FOR: Items for Individual Consideration

<u>Power Supply</u>	<u>Adam Cornelius</u>	<u>1608</u>
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing:	<u>July 19, 2022</u>	
Estimated Expenditure:	<u>\$0</u>	Presentation Planned <input type="checkbox"/>

ACTION REQUIRED:

- Decision Preparation
- Policy Discussion
- Policy Decision
- Statutory
- Incidental (Information)
- Monitoring Report

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:
Ends Policies E-1 (2.2) Utilities are in adequate supply with reasonable reserves; and (4.3) The environment is enhanced by the use of renewable resources.

The District entered into a Biogas Generator Facilities Sublease and Operations Agreement (“L&O Agreement”) with Qualco Energy Corporation (Qualco) in May 2021, under which the District would (a) lease the Qualco powerhouse, (b) add a new 675 kW generator in the powerhouse that the District will own and operate, (c) retain the environmental attributes from the new generator, and (d) pay a biogas payment to Qualco for the fuel to operate the generator. The new generator is expected to begin operation in the third quarter of 2022.

District Staff have negotiated two agreements:

An Environmental Attribute Purchase and Services agreement with Degrees3 Transportation Services (3Degrees) under which the District will sell to 3Degrees environmental attributes associated with generation at the Qualco project in order to earn revenue under the Oregon Department of Environmental Quality’s Clean Fuels Program or other similar programs; and

- A Clean Fuels Program Reporting Requirements Agreement with Qualco, under which the District will provide a share of the revenue earned from the Clean Fuels Program in exchange for providing required data reporting associated for compliance with the Clean Fuels Program.

The Clean Fuels Program places a high value on the environmental attributes associated with biodigesters like Qualco. The increased revenues will reduce the effective cost of Qualco generation for PUD customers. The revenue sharing model incentivizes both the PUD and Qualco to reduce GHG emissions in order to maximize the value of participating in the Clean Fuels Program.

Approval of this Resolution will authorize the General Manager or his designee to execute the two agreements and provide data reporting reasonably required under Oregon's Clean Fuels Program.

List Attachments:

Resolution

Exhibit A

Exhibit B

RESOLUTION NO. _____

A RESOLUTION Authorizing the CEO/General Manager or his Designee to Execute an Environmental Attribute Purchase and Services Agreement With Degrees3 Transportation Solutions, LLC. and a Clean Fuels Program Reporting Requirements Agreement With Qualco Energy Corporation

WHEREAS, Qualco Energy Corporation (“Qualco”) currently leases certain property and equipment from the Tulalip Tribes of Washington to produce biogas, mainly from local dairy waste through an anaerobic digester, which was used to fuel an electric generating facility; and

WHEREAS, the District purchased all of the electrical energy and the associated nonpower attributes from Qualco’s now retired generator under a Small Renewable Generation Power Purchase Agreement approved by the District’s Board of Commissioners (the “Board”) in Resolution No. 5663, and as amended in Resolution Nos. 5884, 5932, and 5998; and

WHEREAS, as authorized in Resolution No. 6009, on May 20, 2021 the District and Qualco executed a Biogas Generator Facilities Sublease and Operations Agreement (“L&O Agreement”) under which the District would (a) lease the Qualco powerhouse, (b) add a new generator in the powerhouse that the District will own and operate, (c) retain the environmental attributes from the new generator, and (d) pay a gas payment to Qualco for the fuel to operate the generator; and

WHEREAS, District staff has negotiated an Environmental Attribute Purchase and Services Agreement with Degrees3 Transportation Solutions, LLC, (“3Degrees”) under which the District will sell to 3Degrees environmental attributes from the retired and new generators for the purpose of generating revenue under Oregon’s Clean Fuels Program and other similar programs; and

WHEREAS, District staff has negotiated a Clean Fuels Program Reporting Requirements Agreement with Qualco under which the District will provide payment to Qualco in exchange for certain Oregon’s Clean Fuel Program-related data and information regarding the digester and retired generator; and

WHEREAS, District Staff recommends that the Board authorize the execution of the Environmental Attribute Purchase and Services Agreement and the Clean Fuels Program Reporting Requirements Agreement, and the Board of Commissioners believes that such execution is in the best interests of the District and its ratepayers.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Public Utility District No.1 of Snohomish County, Washington, hereby authorizes the CEO/General Manager or his designee to execute the Environmental Attribute Purchase and Services Agreement and the Clean Fuels Program Reporting Requirements Agreement, substantially in the form in the attached Exhibits A and B.

PASSED AND APPROVED this 16th day of August, 2022.

President

Vice-President

Secretary

ENVIRONMENTAL ATTRIBUTE PURCHASE AND SERVICES AGREEMENT

This Environmental Attribute Purchase and Services Agreement (this “Agreement”) effective as of _____ (the “Effective Date”) is between Public Utility District No. 1 of Snohomish County, a Washington municipal corporation (“Seller”) and Degrees3 Transportation Solutions, LLC, a Delaware limited liability company (“Buyer”). This Agreement may refer to Seller and Buyer individually as “Party” and collectively as the “Parties.”

RECITALS

A. Seller is a party to that certain agreement dated December 23, 2013 with Qualco Energy Corporation (“Qualco”) establishing Seller’s ownership of the electricity and Environmental Attributes generated by a now-retired biogas electric generating facility owned and operated by Qualco located near 18125 Tualco Loop Road, Monroe, WA 98272 that had an installed capacity of approximately 0.45 MW and a WREGIS identification number of W3954 (“Retired Generator”);

B. The Environmental Attributes generated by the Retired Generator are eligible to generate credits under Oregon’s Clean Fuels Program, including negative carbon intensity RECs;

C. Seller will own and operate a new biogas electric generating facility at the Qualco site with an expected installed capacity of approximately 0.65 MW and an expected commercial operation date in 2022 (“New Generator”);

D. Seller has a Biogas Generator Facilities Sublease and Operations Agreement (“L&O Agreement”) dated May 20, 2021 with Qualco, which among others, establishes Seller’s ownership of the electricity and Environmental Attributes generated by the New Generator during the term June 1, 2021 through May 31, 2028, where such Environmental Attributes are eligible to generate credits under Oregon’s Clean Fuels Program, including negative carbon intensity RECs;

E. Seller intends to enter into a Clean Fuels Program Reporting Requirements Agreement with Qualco (“RR Agreement”) under which Seller will provide payment to Qualco in exchange for certain Oregon’s Clean Fuel Program-related data and information.

F. Buyer is experienced in supplying low-carbon Environmental Attributes to electric vehicle charging stations in order to generate tradeable, marketable instruments under various governmental programs, including in Oregon and California;

G. The Parties are interested in a business relationship to supply low-carbon Environmental Attributes from the Retired Generator and New Generator (the Retired Generator and the New Generator referred to collectively as, “Project”) to electric vehicle charging stations in Oregon for the purpose of generating revenue under Oregon’s Clean Fuels Program; and

H. In connection therewith, Seller desires to sell, and Buyer desires to purchase the Environmental Attributes generated by the Project on the terms set forth in this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

Article 1
Definitions

1.1 **Definitions.** Unless otherwise defined herein, capitalized terms used in this Agreement have the meanings set forth in Exhibit 1. Terms used in this Agreement but not specifically defined in Exhibit 1 shall have meanings as commonly used in the English language and, where applicable, in Prudent Electrical Practices. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used in accordance with such recognized meanings. Unless otherwise required by the context in which any term appears, (a) the singular includes the plural and vice versa; (b) all accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles consistently applied; (c) all references to a particular tariff, law or statute mean that tariff, law or statute as amended from time to time; and (d) the words “shall” and “will” mean “must”, and express an obligation.

1.2 **Recitals, Articles, Sections, Schedules and Exhibits.** References to Recitals, Articles, Sections, Schedules and Exhibits are, unless otherwise indicated, Recitals of, Articles of, Sections of, Schedules to and Exhibits to this Agreement. All Schedules and Exhibits attached to this Agreement are incorporated herein and made part of this Agreement by this reference. References to a Schedule or an Exhibit shall mean the referenced Schedule or Exhibit and any of its sub-schedules, sub-exhibits, sub-parts, components or attachments.

1.3 **Headings and Subtitles.** The use of headings, titles or subtitles in this Agreement are strictly for ease of reference and do not alter or modify in any way, including altering the substance, content, or intent of, the language contained therein.

1.4 **Successors and Assigns.** Unless expressly stated otherwise, references to a Person includes its successors and permitted assigns and, in the case of a Governmental Authority, any Person succeeding to its functions and capacities.

1.5 **Day.** As used in this Agreement, references to “days” shall mean calendar days, unless the term “Business Days” is used. If the time for performing an obligation under this Agreement expires on a day that is not a Business Day, the time shall be extended until that time on the next Business Day.

1.6 **Grammatical Forms.** As used in this Agreement, where a word or phrase is specifically defined, other grammatical forms of such word or phrase have corresponding meanings; the words “herein,” “hereunder,” “hereof” and “this Agreement” refer to this Agreement, taken as a whole, and not to any particular provision of this Agreement; “including” means “including, for example and without limitation,” and other forms of the verb “to include” are to be interpreted similarly; the word “or” is intended to be inclusive (i.e., “and/or”) and not exclusive.

1.7 **References to Documents.** As used in this Agreement, all references to a given agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made. Any term defined, or provision incorporated in this Agreement by

reference to another document, instrument or agreement shall continue to have the meaning or effect ascribed thereto whether or not such other document, instrument or agreement is in effect.

Article 2

Term

2.1 **Term.** This Agreement is effective as of the Effective Date and shall continue in effect until December 31, 2026 (the “Term”). The obligations of the Parties regarding the Environmental Attributes of the Project during the Term (including but not limited to the registration and reporting of such Environmental Attributes, conversion of RECs into CFP Credits, and any applicable payments) shall remain in effect for so long as reasonably necessary for the Parties to satisfy all such obligations pursuant to this Agreement.

Article 3

Sale and Delivery of Environmental Attributes

3.1 **Sale of Environmental Attributes.** Seller shall sell to Buyer, and Buyer shall purchase from Seller, all right, title, and interest in and to all Environmental Attributes attributable to all of the Metered Output generated by the Project during the Term and prior to the Term if generated after June 30, 2021 and mutually determined to be eligible to generate CFP credits, including any claims associated therewith. Seller shall be responsible for generating the RECs in WREGIS in a manner that is consistent with the Monitoring Plan included in Exhibit 2 and enables the Project RECs to be eligible to generate CFP Credits (as discussed in Section 5.1). Seller shall transfer all RECs generated or produced by the Project into the account specified by Buyer within ten (10) Business Days of issuance of such RECs.

3.2 **Restrictions on Environmental Attributes.**

(a) During the Term, Seller shall not sell or transfer any Environmental Attributes from the Project to any Person other than Buyer or Buyer’s designee unless Buyer or Buyer’s designee has returned such Environmental Attributes to Seller in accordance with Section 4.1(b) below.

(b) Seller shall not make, and shall procure that any owners, operators, or service providers of the Premises and the Project do not make any claims or representations concerning the Environmental Attributes provided to Buyer hereunder that would undermine or conflict with the Project’s generation of RECs or CFP Credits, including any representations which may result in any double counting of such RECs or CFP Credits.

(c) Seller represents that: (i) neither Seller nor any owners, operators, or service providers of the Premises and the Project have made any claims in any manner that would undermine or conflict with the sale of the Environmental Attributes and CFP Credits generated by the Project to Buyer and subject to this Agreement; including that “renewable energy”, “clean energy”, “green energy” or similar attributes of the Project or Metered Output belong to or are attributable to Seller, to the Project or to the Project’s generation, generation equipment, or to Project energy or captured methane; and (ii) as of the Effective Date, Seller represents that it is not actually aware of any such claims made by third parties.

(d) Seller shall promptly report to Buyer any claims or representations in subsections 3.2(b) or 8.2(b) made by third parties at any time of which Seller becomes aware.

(e) The Parties shall work together in good faith to cause the correction of any confusing or misleading claim or public communications made by a Party or a third party concerning any relationship with each other or each other's Affiliates, the Environmental Attributes, the CFP Credits generated by the Project, or the Project.

(f) Seller covenants not to collect for its own benefit any cryptocurrency, blockchain, and similar or related commodities, tokens, or anything of actual, potential, or theoretical value related to, measured by, or associated with Project energy or based upon or relating to Project energy, Project CFP Credits, or Environmental Attributes.

(g) No restrictions shall apply to (i) historic Environmental Attributes generated prior to July 1, 2021, or (ii) any Environmental Attributes ineligible to generate CFP credits generated between July 1, 2021 and June 30, 2022. Furthermore, any restrictions shall be deemed released and discharged upon the return of any Environmental Attributes pursuant to subsection 4.1(b).

3.3 Title, Risk of Loss. Title to the Environmental Attributes shall transfer from Seller to Buyer upon delivery of the Environmental Attributes to Buyer. Seller shall deliver the Environmental Attributes free and clear of all liens, claims and encumbrances arising prior to delivery of the Environmental Attributes to Buyer. The Parties shall execute all additional documents and instruments reasonably requested by Buyer in order to further document the transfer of the Environmental Attributes to Buyer or its designees.

Article 4
Contract Price

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.3 Additional Programs. If at any time during the Term the Environmental Attributes become eligible for use in additional or alternative programs where such use results in a material change in the value of the Environmental Attributes, the Parties will negotiate in good faith to modify this Agreement to reflect the rights, obligations, and value created by the new program(s).

4.4 Conflicting Programs. If at any time during the Term Seller becomes subject to law or regulation which prohibits Seller from using the Environmental Attributes to generate CFP Credits, Seller shall (x) offer Buyer the rights to provide services for Seller substantially similar to those in this Agreement in compliance with such law or regulation, or, if such compliance is not possible, (y) terminate this Agreement upon ninety (90) days' written notice to Buyer.

Article 5

CFP Credit Generation and Services

5.1 Generation. Seller shall use commercially reasonable efforts to maximize the volume of Metered Output generated by the Project and delivered into the WECC in a manner consistent with CFP requirements such that the Project RECs are eligible to generate CFP credits.

5.2 CFP Registration and Reporting. Buyer shall prepare and submit all necessary documentation, reports, and other information to ODEQ to establish a Tier 2 CFP electricity pathway for the Project and complete all quarterly and annual CFP reporting for the Project in accordance with the CFP regulation. Buyer shall bear all expenses associated with the registration and reporting obligations in this Section 5.2.

5.3 Conversion of Project RECs. Buyer shall use commercial best efforts to match such RECs to grid power delivered to owners or operators of electric vehicle charging stations, consistent with CFP Regulation § 340-253-0470(5). Buyer shall be responsible for identifying such owners or operators, negotiating terms of REC sales or REC matching, and

completing all contracting and settlement associated with such sales, including retiring and delivering Project RECs as appropriate.

5.4 Cooperation of the Parties. With respect to any and all CFP reporting requirements described in the Monitoring Plan in Exhibit 2 (a) Seller shall cooperate with Buyer with respect to all such reporting requirements, (b) each Party shall designate authorized representatives to communicate with the other Party in regard to CFP reporting and related matters arising hereunder and thereunder, and (c) notwithstanding Section 16.2 of this Agreement, either Party may amend the Monitoring Plan upon forty-five (45) days' notice to the other Party unless the other Party objects to the proposed amendment within thirty (30) days of receipt of the proposed amendment, in which case the amendment becomes subject to mutual agreement of the Parties.

5.5 CRS Registration. Seller shall prepare and submit a Tracking Attestation form for the Project to the Center for Resource Solutions ("CRS") on an annual basis.

5.6 Buyer Acknowledgments. Buyer acknowledges that (i) generation from the New Generator is not eligible to generate RECs until WREGIS has approved the New Generator, (ii) WREGIS will not approve the New Generator until an unspecified time after the New Generator's commercial operation date, and (iii) WREGIS registration of the Project must be completed prior to Seller submitting a Tracking Attestation form to CRS.

Article 6

Invoicing and Payment

6.1 Statements and Invoices. Within fifteen days (15) after the end of each calendar quarter, Buyer shall deliver to Seller a quarterly statement identifying the applicable payment due to Seller for Project RECs retired in the previous calendar quarter that were successfully converted into CFP Credits in accordance with Article 4. Within fifteen (15) days after receipt of this statement, Seller shall deliver to Buyer an invoice for amounts due.

6.2 Payment. Buyer shall pay Seller any undisputed invoice amounts no more than fifteen (15) days from the date of the respective invoice. If either Party fails to pay the full amount due on or before the close of business on the due date, the owing Party shall pay interest on the unpaid amount for each day it is late. Any amount owing after the due date of such amount shall bear interest at the Interest Rate from the due date until paid; provided, however, that the Interest Rate shall at no time exceed the maximum rate permitted under applicable law.

6.3 Adjustments to Net CFP Value; Retention.

(a) Adjustments. To the extent that either the quantity of CFP Credits generated using Project RECs is adjusted by ODEQ or any such CFP Credits are otherwise invalidated by ODEQ (an "Adjustment"), Buyer shall recalculate the Contract Price using the formula in Section 4.1, and if necessary issue an invoice reconciling the Adjustment with previously issued invoice(s) for such Project RECs. In the event the number of CFP Credits is reduced by a Governmental Authority, for whatever reason, Seller will refund to Buyer any difference in the payment amount within thirty (30) days of receipt of the reconciliation invoice. In the event the number of CFP Credits is increased by a

Governmental Authority, Buyer will pay Seller any difference in the payment amount within thirty (30) days of receipt of the reconciliation invoice.

(b) Payment Retention. Buyer shall retain ten percent (10%) of the value of each quarterly payment invoiced under Section 6.1 until such time that all CFP reporting obligations associated with the Project RECs (and/or the CFP Credits generated in association with such Project RECs) in the applicable invoice have been verified, if required, and completed and approved by ODEQ. Buyer will release the payment retention to Seller within fifteen (15) days of such ODEQ approval, provided that Buyer may first apply any release of these funds against any amounts due from Seller to Buyer under Section 6.3(a). In the event of an invalidation or account balance adjustment by ODEQ related to any CFP Credits generated from the Project RECs, funds retained under this Section 6.3(b) shall be applied by Buyer against amounts owed to ODEQ or third parties pursuant to such invalidation or reduction.

(c) Additional Retentions. If (i) any Governmental Authority issues a notice of violation relating to the Project, the Project RECs, or the Project's feedstock, (ii) Seller, the Project, or the Project's feedstock supplier becomes the subject in an open investigation initiated by ODEQ or any other Governmental Authority in connection with a matter that for any reason could reasonably be expected to negatively impact the quantity of Project RECs or the CFP Credits issued in connection therewith, or (iii) as mutually agreed by the Parties, the Project operates in a manner reasonably expected to negatively impact the quantity of Project RECs or the quantity of CFP Credits to be issued in connection therewith then Buyer may increase the amount of the retention under 6.3(b) commensurate with any potential loss or reduction in value of Project RECs or the CFP Credits issues in connection therewith which could result from such investigation. The Parties will use commercially reasonable efforts to resolve or reduce the potential impact of any such matters in a timely manner, and Buyer will release any retained payments to Seller within fifteen (15) days after the actual or expected deviation is resolved or such Governmental Authority's investigation is complete, provided that Buyer may first apply any release of these funds against any amounts due from Seller to Buyer under Section 6.3(a). In the event of an invalidation or account balance adjustment by ODEQ or any other Governmental Authority related to any CFP Credits generated from the Project RECs, funds retained under this Section 6.3(c) shall be applied by Buyer against amounts owed to ODEQ, any other Governmental Authority or third parties pursuant to such invalidation or account balance adjustment.

6.4 Taxes. Seller shall pay or cause to be paid when due, or reimburse Buyer for, all existing and any new sales, use, excise, ad valorem, and any other similar taxes, imposed or levied by any Governmental Authority up to and including transfer into the account specified by Buyer, on the generation of the Environmental Attributes or on the sale thereof, regardless of whether such taxes are imposed on Buyer or Seller under Requirements of Law. Buyer shall pay or cause to be paid when due, or reimburse Seller for, all such taxes levied after transfer of the Environmental Attributes into the account specified by Buyer upon a purchaser of the Environmental Attributes, regardless of whether such taxes are imposed on Buyer or Seller under Requirements of Law. If taxes are imposed or levied by a Governmental Authority on a Party in

error or incorrectly, or on the wrong Party, the Parties shall work in good faith to cause such Governmental Authority to correct such error and levy or impose such taxes correctly.

Article 7

Buyer's and Seller's Obligations

7.1 Standard of Project Operation. At Seller's sole cost and expense, Seller shall operate, maintain and repair the Project in accordance with (i) the applicable and mandatory standards, criteria and formal guidelines of FERC, NERC, and any Electric System Authority and any successors to the functions thereof; (ii) the Required Project Documents; (iii) all Requirements of Law; (iv) the requirements hereof; and (v) Prudent Electrical Practices. Seller shall be responsible for the costs and expenses associated with interconnection of the Project to the System and for transmission and scheduling of the Metered Output to the Delivery Point. Seller shall pay when due all fines, penalties, or legal costs incurred by Seller or for which Seller is legally responsible for noncompliance by Seller, its agents, employees, contractors or subcontractors, with respect to any provision hereof, any agreement, commitment, obligation or liability incurred in connection with this Agreement or the Project or any Requirements of Law, except where such fines, penalties or legal costs are being contested in good faith by Seller, its agents or contractors through appropriate proceedings and Seller has set aside and funded adequate reserves to cover such fines, penalties or legal costs in the event of an adverse determination.

7.2 Project Modifications. Seller shall provide Buyer with written notice no more than fifteen (15) days after receiving notice of changes to the Project's design or operation that are required to be monitored by the Monitoring Plan in Exhibit 2 which could reasonably reduce the quantity or value of the Environmental Attributes generated by the Project by 20 percent or more for at least one month ("Project Modification"). Seller shall provide Buyer with written notice of at least thirty (30) days of any proposed Project Modification that alters the Project's installed electric generating capacity. Prior to the implementation of a Project Modification by Seller, Seller shall provide information reasonably requested by Buyer in connection therewith, and the Parties shall meet in good faith to discuss the prospective impact of such Project Modification, except if Seller, in its sole and reasonable judgment, determines that an emergency condition exists that requires immediate implementation of a Project Modification to preserve the Project's reliability or promptly restore the operation of the Project, Seller shall provide information reasonably requested by Buyer and meet with Buyer as soon as practicable after implementation of the Project Modification. To the extent that a Project Modification is reasonably expected to have a material adverse effect on the benefits, risks and burdens held by the Parties under this Agreement due to changes to the quantity or quality of the Environmental Attributes, the Parties will negotiate in good faith to adjust the terms of this Agreement to provide for the Parties the originally intended allocation of benefits, risks and burdens; provided that if (i) the Parties are unable to agree on an adjustment to the terms of this Agreement under this Section 7.2 and (ii) a Project Modification is reasonably expected to have a material adverse effect on the quantity or quality of the Environmental Attributes generated by the Project, Buyer may, upon written notice to Seller, terminate this Agreement without further liability of either Party.

7.3 WREGIS Metering. As of the Effective Date, Seller is the Qualified Reporting Entity (as defined by WREGIS) for the Retired Generator and will be the Qualified

Reporting Entity for the New Generator. Seller shall maintain a Qualified Reporting Entity for the Project.

7.4 Reporting Obligations.

(a) Seller shall comply, by itself or through its designee, with the reporting obligations listed in the Monitoring Plan.

(b) Seller shall, promptly upon written request from Buyer, provide Buyer with all data related to the Project and its feedstock reasonably requested by Buyer or an Affiliate thereof for reports to, and information requests from, any Governmental Authority, including any and all reports to ODEQ. After sending or filing any statement, application, and report or any document with any Governmental Authority relating to operation and maintenance of the Project or its feedstock, Seller shall promptly provide to Buyer a copy of the same.

(c) Seller shall, promptly upon written request from Buyer, provide Buyer with reasonably requested environmental information related to the Project, its feedstock, and environmental compliance under all Required Project Documents, including any such information that may be in the possession of any third party, including the owner or operator of the Premises. Seller shall further provide Buyer with all environmental impact mitigation measures the Seller or Qualco is taking in connection with the Project's operation, including its feedstock, as well as copies of all relevant documents between Seller or Qualco and federal, state or local environmental agencies. Seller shall disclose to Buyer, as soon as it is known to Seller, any violation of any environmental, health, or safety laws or regulations arising out of the construction or operation of the Project, including the collection, processing, or disposal of the Project's feedstock, and the presence of any Environmental Contamination relating to the Project or on the Premises, including any alleged to exist by any Governmental Authority, or the existence of any past or present enforcement, legal, or regulatory action or proceeding relating to any actual or alleged violation or presence of Environmental Contamination.

(d) Seller shall promptly notify Buyer of receipt of written notice or actual knowledge by Seller or its Affiliates of the occurrence of any event of default under any material agreement to which Seller is a party and of any other development, financial or otherwise, which may have a material adverse effect on Seller, the Project, the Project's feedstock, or Seller's ability to develop, construct, operate, maintain or own the Project as provided herein.

(e) Following its receipt of written notice or actual knowledge of the commencement of any investigation, action, suit, and proceeding before any court or Governmental Authority which would materially adversely affect Seller, the Premises, the Project, or the Project's feedstock, Seller shall promptly give notice to Buyer of the same. In addition, following its receipt of written notice or actual knowledge of the commencement of any action, suit, and proceeding against Seller before any court or Governmental Authority, Seller shall promptly give notice to Buyer of the same.

(f) Seller shall provide to Buyer such other information respecting the condition or operations of Seller or the Project as Buyer may, from time to time, reasonably request.

7.5 Access Rights. Upon reasonable prior notice and subject to the prudent safety requirements of Seller, and Requirements of Law relating to workplace health and safety, Seller shall provide, or obtain from the owner or the operator of the Premises, Buyer and its authorized agents, employees and inspectors with reasonable access to the Project and Premises for CFP registration and reporting activities or for other reasonable purposes at the reasonable request of Buyer.

7.6 Financial Statements. If requested by Buyer from time to time, Seller shall provide Buyer with copies of its most recent annual financial statements prepared in accordance with generally accepted accounting principles.

Article 8

Representations and Warranties

8.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party as of the Effective Date that:

(a) It is duly incorporated or organized, validly existing and in good standing under the laws of its state of incorporation or organization and is duly qualified to do business in all jurisdictions necessary to carry out their respective responsibilities under this Agreement.

(b) It has full corporate or limited liability company power and authority to execute and deliver this Agreement to which it is party, to perform its respective obligations hereunder and thereunder and to consummate the transactions contemplated hereby or thereby, and no other corporate or limited liability company action is necessary to perform such obligations or consummate such transactions.

(c) The execution, delivery and performance of this Agreement and the consummation of transactions contemplated hereby and thereby does not and will not (a) conflict with or require any consent that has not already been obtained under any other agreement, lease, mortgage, deed of trust or other contract or instrument to which such it or its Affiliates may be a party or subject, (b) violate or conflict with any provision of its or any of its Affiliates' articles of incorporation, certificate of formation, limited liability company agreement, bylaws or other governing documents, or (c) violate or require any consent that has not already been obtained under any law, rule, regulation, order, decree, permit, license or other consent or entitlement from any Governmental Authority to which it or its Affiliates or their respective properties are subject.

(d) This Agreement has been duly executed and delivered by such Party and is the legal, valid and binding obligation of such Party enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws in effect that affect the enforcement of creditors' rights

generally, by equitable limitations on the availability of specific remedies and by principles of equity.

(e) It is not insolvent and will not be rendered insolvent by the consummation of the transactions contemplated by this Agreement.

(f) No Person has acted on behalf of such Party or any Affiliate thereof in connection with the transactions contemplated by this Agreement, and no Person is or will be entitled to any brokerage or finder's commission, fee or similar compensation from the other Party as a result of any act or promise made by or on behalf of such Party or any Affiliate thereof, or for any bonus payable to any agent or representative of such Party upon consummation of the transactions contemplated by this Agreement.

(g) To such Party's knowledge, there are no claims, actions, proceedings or investigations pending or threatened against or relating to such Party, any of its Affiliates or the Project that if adversely determined could reasonably be expected to result in the issuance of an order restraining or otherwise enjoining, prohibiting or making illegal the consummation of the transactions contemplated by this Agreement or the performance of the Party's obligations hereunder or thereunder.

(h) It is an "eligible contract participant" within the meaning of the Commodity Exchange Act.

(i) It will and has at all times been fully compliant with the Federal Trade Commission's "Green Guides," 77 Federal Register 62122, 16 Code of Federal Regulations, Part 260, that relates to "Renewable Energy Claims" (§260.15).

(j) It will at all times comply in all material aspects with all Requirements of Law.

8.2 Seller's Further Representations and Warranties. Seller further represents, covenants, and warrants to Buyer that, as of the Effective Date:

(a) Seller will hold all Required Project Documents and all rights and entitlements necessary to own and operate the New Generator and to sell and deliver the Environmental Attributes from the Retired and New Generators to Buyer in accordance with this Agreement;

(b) neither Seller nor any owners, operators, or service providers of the Premises and the Project have made any claims in any manner that would undermine or conflict with the sale of the Environmental Attributes and CFP Credits generated by the Project to Buyer and subject to this Agreement; including that "renewable energy", "clean energy", "green energy" or similar attributes of the Project or Metered Output belong to or are attributable to Seller, to the Project or to the Project's generation, generation equipment, or to Project energy or captured methane;

(c) Seller represents that it is not actually aware of any claims in 8.2(b) made by third parties;

(d) Seller has the rights to timely obtain all information required by ODEQ to use the Project RECs to generated CFP Credits;

(e) the Project and the Project's feedstock supplier comply with all Requirements of Law, including all environmental laws, rules, and regulations and that neither the Project nor Project's feedstock supplier are in violation of any Requirements of Law, including such environmental laws, rules, and regulations; and

(f) Seller is unaware of any information that affirms or suggests that the Premises do not comply with all Requirements of Law, including all environmental laws, rules, and regulations and that the Premises are in violation of any Requirements of Law, including such environmental laws, rules, and regulations.

8.3 Buyer's Further Representations and Warranties. Buyer further represents, covenants, and warrants to Seller that as of the Effective Date Buyer holds all necessary permits, approvals, certifications and all rights and entitlements necessary to generate CFP Credits using the Project RECs.

8.4 Continuing Nature of Representations and Warranties; Notice. Unless otherwise stated, the representations and warranties set forth in this Article 8 are made as of the Effective Date and deemed made continually throughout the Term. If at any time during the Term, any Party obtains actual knowledge of any event or information which causes any of the representations and warranties in this Article 8 to be materially untrue or misleading, such Party shall provide the other Party with written notice of the event or information, the representations and warranties affected, and the action, if any, which such Party intends to take to make the representations and warranties true and correct. The notice required pursuant to this Section 8.4 shall be given as soon as practicable after the occurrence of each such event.

8.5 Survival of Representations and Warranties. The representations and warranties of the Parties set forth in Article 8 shall survive the termination of this Agreement.

Article 9 **Notices**

All notices, demands, consents, approvals, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder (collectively, "Notices") shall be in writing and shall be given by certified or registered mail, return receipt requested, by nationally recognized overnight courier providing for receipted delivery, or by email (with receipt confirmed) as follows:

If to Buyer:	Degrees3 Transportation Solutions, LLC 235 Montgomery Street, Suite 320 San Francisco, CA 94104 Attn: General Counsel Email: legal@3Degrees.com
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If to Seller:	Public Utility District No. 1 of Snohomish County
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2320 California Street
Everett, WA 98201
Attn:
Email:

Either Party may designate another addressee (and/or change its address) for Notices hereunder by a Notice given pursuant to this Article 9. A Notice sent in compliance with the provisions of this Article 9 shall be deemed given on the date of actual receipt or refusal to accept delivery.

Article 10

Announcements and Confidentiality

10.1 Announcements. No announcement shall be made on the subject matter of this Agreement or any Environmental Attributes unless and before agreed among the Parties (any such consent not to be unreasonably withheld) or required by law. Press releases in respect of the transactions contemplated by this Agreement or concerning any Environmental Attributes shall be made only in accordance with a text agreed upon by the Parties.

10.2 Confidential Information. Each Party shall treat information disclosed to it by any other Party (or that Party's Affiliates) pursuant to this Agreement as confidential, including information concerning the Project or the transaction contemplated by this Agreement disclosed after the Effective Date (collectively, "Confidential Information"); provided, however, that the following information shall not be Confidential Information: (a) information that at the time of disclosure or acquisition was in the public domain or later entered the public domain other than by breach of this Article 10 or a confidentiality obligation owed to the disclosing party, (b) information that at the time of disclosure or acquisition was already known to and had been reduced to writing by the recipient, or (c) information that after disclosure or acquisition was received from a third party that had no duty to maintain the information in confidence.

10.3 Use of Confidential Information. Unless otherwise agreed to herein, no Party shall, unless authorized by the disclosing party to do so, (a) copy, reproduce, distribute or disclose to any Person any of the Confidential Information, or any facts related thereto; (b) permit any third party to have access to such Confidential Information; or (c) use such Confidential Information for any purpose other than for the purpose of pursuing the activities as contemplated herein. The disclosing party hereby authorizes the receiving Party to disclose Confidential Information to consultants, Affiliates and their employees, as necessary to assist the receiving Party in exercising its rights and obligations hereunder; provided, however, that receiving Party shall require in writing such consultants to treat Confidential Information in a manner consistent with this Agreement.

10.4 Required Disclosure of Confidential Information. In the event that a Party that has received Confidential Information from another Party is requested in any legal proceeding or through a public records request to disclose any Confidential Information, the receiving Party shall give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order. If, in the absence of a protective order, the receiving Party is nonetheless advised by counsel that disclosure of the Confidential Information is required, the receiving Party may disclose or copy such Confidential Information without liability hereunder

provided that only such portion of the Confidential Information required to be disclosed shall be made available. Under no circumstances will either Party have any obligation whatsoever to initiate, defend against, or otherwise participate in or in connection with any inquiry, investigation, action, claim, suit, arbitration, or proceeding relating to the release of any Confidential Information.

The Parties recognize that Seller is subject to the Washington Public Records Act, Revised Code of Washington Chapter 42.56.

10.5 Marketing Rights. Seller grants to Buyer all Environmental Attribute Reporting Rights sold under this Agreement. Seller further grants to Buyer the exclusive right to advertise, market, and promote to its customers and the general public the benefits of the Environmental Attributes purchased under this Agreement along with a royalty free license to use, copy, modify and distribute descriptions and photographs of the Facility to its customers or potential customers, provided that the description and photographs must be approved in advance by Seller, and such approval shall not be unreasonably withheld.

Article 11 **Disputes**

11.1 Disputes. In the event any dispute arises under this Agreement, the Parties will negotiate in good faith to resolve such dispute. If such negotiations reach an impasse, each Party shall designate an executive holding a position of vice president, investment director, or higher to promptly meet in person with the other Party's designee to reach a mutually acceptable solution. If such dispute cannot be resolved by such executives within thirty (30) days after they first meet, either Party may exercise any rights or remedies that it may have under this Agreement or at law.

11.2 Jurisdiction and Venue. The Parties irrevocably consent to the exclusive jurisdiction and venue of the United States District Court for the Northern District of California located in the City of San Francisco, California, and agree that all actions, proceedings or other matters arising directly or indirectly under this Agreement may be initiated and prosecuted in such courts and expressly consent that any service of process may be made by personal service upon a Party wherever the Party can be located or by certified or registered mail directed to a Party at the Party's address set forth in Article 9.

11.3 Waiver of Jury Trial. THE PARTIES EACH HEREBY WAIVE ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND IN CONNECTION WITH ANY CLAIM, COUNTERCLAIM OR DEFENSE ASSERTED AT ANY TIME OR AGAINST A PARTY TO THIS AGREEMENT.

11.4 Costs and Expenses. In the event any action is commenced to recover any damages or enforce any rights or obligations under this Agreement, then the prevailing Party shall recover and the losing Party shall pay the reasonable attorney fees, costs and expenses incurred by the prevailing Party at the trial and upon any appeals therefrom, as determined by the respective courts.

Article 12

Events of Default and Termination

12.1 Events of Default. Each of the following will constitute an event of default (each, an “Event of Default”) as to a Party:

(a) Nonperformance. Such Party fails to perform when due any obligation or breaches a representation or warranty in this Agreement and fails to cure such failure or material breach within forty-five (45) days of the date the other Party gives written notice of such failure or breach to the non-defaulting Party (or in the case of a failure or breach by a Party that is non-monetary in nature), if such Party is unable, with the exercise of commercially reasonable diligence, to cure such failure or breach within that time period, such longer time as is reasonably necessary to cure the failure or breach, but only if (i) such Party commences such cure within that forty-five (45)-day period; (ii) thereafter diligently pursues such cure; and (iii) such failure or breach is cured within one hundred and five (105) days after the date of the non-defaulting Party’s notice.

(b) Bankruptcy: Inability to Perform. During such time as such Party has continuing obligations under this Agreement, such Party ceases the active conduct of business, becomes insolvent, or becomes the subject of a Bankruptcy Action.

(c) Limitation; Termination of Rights or Obligations. A Party repudiates or attempts to terminate its covenants, obligations or other undertakings in this Agreement.

12.2 Defaults by Seller. Any of the following shall be an Event of Default by Seller:

(a) Sale of Environmental Attributes. Except for returned Project RECs under Section 4.1(b), Seller or any third party sells or transfers any Environmental Attributes to a person or entity other than Buyer in breach hereof.

(b) Actions Affecting RECs. Seller takes an action that any Governmental Authority or WREGIS determines is a retirement, double counting, double sale, double use or double claim of RECs, if Seller does not permanently cease such sale and compensate Buyer for the damages arising from the breach within ten (10) days after Buyer gives Seller a notice of default.

(c) Project Foreclosure. Buyer receives notice of foreclosure of either Project or any part thereof by a lender, mechanic or materialman, or any other holder, of an unpaid lien or other charge or encumbrance, if the same has not been stayed, paid, or bonded around within thirty (30) days.

(d) Required Project Documents. Seller fails to maintain any Required Project Documents, land rights, interconnection rights or other material rights necessary to own or operate the Project, after the expiration of applicable notice, cure and waiver periods.

12.3 Remedies Upon an Event of Default. Upon the occurrence of an Event of Default as to one Party (the “Defaulting Party”), the other Party may (a) immediately suspend the

performance of any of its obligations hereunder, and/or (b) pursue any available remedy to enforce the performance of any provision of this Agreement by the Defaulting Party.

12.4 Delay in Exercise; Exclusivity of Remedies; Waiver. A delay or omission by a Party in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy, and all available remedies are cumulative. Any waiver of an Event of Default by a Party must be in writing, and no such waiver shall extend to any subsequent or other Event of Default or impair any consequent right.

12.5 Additional Remedies. Nothing in this Article 12 shall be read to limit or otherwise restrict any remedy available at law or equity to a Party in the event of a breach of any provision of this Agreement by any other Party, whether constituting an Event of Default or otherwise.

12.6 Termination; Effect of Termination.

(a) If, at any time during the Term, Seller has transferred two thousand five hundred (2,500) or more Project RECs having a Contract Price of twelve dollars (\$12) per MWh or less to Buyer, either Party shall have the right to terminate this agreement upon ninety (90) days' written notice to the other Party.

(b) If, at any time during the Term, the L&O Agreement between Seller and Qualco is terminated or Seller no longer retains ownership of the Environmental Attributes of the Project, Seller shall have the right to terminate this agreement upon ninety (90) days' written notice to Buyer.

Article 13

Indemnification

13.1 Indemnity by Seller. To the extent permitted by Requirements of Law and subject to Section 16.7, Seller shall release, indemnify and hold harmless Buyer, its Affiliates, and each of its and their respective directors, officers, employees, agents, and representatives (collectively, the "Buyer Indemnitees") against and from any and all losses, fines, penalties, claims, demands, damages, liabilities, actions or suits of any nature whatsoever (including legal costs and reasonable attorney's fees, both at trial and on appeal, whether or not suit is brought) (collectively, "Liabilities") actually or allegedly resulting from, or arising out of, or in any way connected with, the performance by Seller of its obligations hereunder, or relating to the Project, for or on account of Environmental Contamination, or injury, bodily or otherwise, to, or death of, or damage to, or destruction or economic loss of property of, any person or entity, excepting only to the extent such Liabilities as may be caused by the gross negligence or willful misconduct of any person or entity within the Buyer Indemnitees.

13.2 Indemnity by Buyer. To the extent permitted by Requirements of Law and subject to Section 16.7, Buyer shall release, indemnify and hold harmless Seller, its Affiliates, and each of its and their respective directors, commissioners, officers, employees, agents, and

representatives (collectively, the “Seller Indemnitees”) against and from any and all Liabilities actually or allegedly resulting from, or arising out of, or in any way connected with, the performance by Buyer of its obligations hereunder for or on account of (i) injury, bodily or otherwise, to, or death of, (ii) for damage to, or destruction of property of, any person or entity within the Seller Indemnitees or (iii) violation of any Requirements of Law, excepting only to the extent such Liabilities as may be caused by the gross negligence or willful misconduct of any person or entity within the Seller Indemnitees.

13.3 Defense. Promptly after receipt by a Party of any claim or notice of the commencement of any action, administrative, or legal proceeding, or investigation as to which the indemnity provided for in this Article 13 may apply, the indemnified Party shall notify the indemnifying Party in writing of such fact. The indemnifying Party shall assume the defense thereof with counsel designated by such Party and satisfactory to the indemnified Party, provided, however, that if the defendants in any such action include both the indemnified Party and the indemnifying Party and the indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to the indemnifying Party, the indemnified Party shall have the right to select and be represented by separate counsel, at the indemnifying Party's expense.

13.4 Failure to Defend. If the indemnifying Party fails to assume the defense of a claim meriting indemnification, the indemnified Party may at the sole expense of the indemnifying Party, contest, settle, or pay such claim; provided however, that settlement or full payment of any such claim may be made only following consent of the indemnifying Party or, absent such consent, written opinion of the Indemnified Party's counsel that such claim is meritorious or warrants settlement.

Article 14

Insurance

14.1 Required Policies and Coverages. Without limiting any liabilities or any other obligations of the Parties hereunder, the Parties shall secure and continuously carry with an insurance company or companies rated not lower than “A-” by the A.M. Best Company insurance policies with coverage and limits which conform to the Party’s respective industries during the Term or if a Party is self-insured, provide appropriate documentation that is satisfactory to the other Party. The Parties’ policies shall contain a separate endorsement to each said policy expressly naming the other Party as a specifically named additional insured or loss payee, as appropriate, with a waiver of subrogation, concerning the Parties’ performance hereunder.

Article 15

Force Majeure

15.1 Definition of Force Majeure. “Force Majeure” or “an event of Force Majeure” means an event that (a) is not reasonably anticipated as of the date hereof, (b) is not within the reasonable control of the Party affected by the event, (c) is not the result of such Party’s negligence or failure to act, and (d) could not be overcome by the affected Party’s use of due diligence in the circumstances.

15.2 Suspension of Performance. If either Party is rendered wholly or in part unable to perform its obligations hereunder because of an event of Force Majeure, both Parties shall be excused from the performance affected by the event of Force Majeure, provided that:

- (a) the Party affected by the Force Majeure, shall, within seven (7) days after the occurrence of the event of Force Majeure, give the other Party written notice describing the particulars of the event; and
- (b) the suspension of performance shall be of no greater scope and of no longer duration than is required to remedy the effect of the Force Majeure; and
- (c) the affected Party shall use diligent efforts to remedy its inability to perform.

15.3 Force Majeure Does Not Affect Other Obligations. No obligations of either Party that arose before the Force Majeure causing the suspension of performance or that arise after the cessation of the Force Majeure shall be excused by the Force Majeure.

15.4 Right to Terminate. If a Force Majeure event prevents a Party from substantially performing its obligations hereunder for a period exceeding one hundred-eighty (180) consecutive days (despite the affected Party's effort to take all reasonable steps to remedy the effects of the Force Majeure with all reasonable dispatch), then the Party not affected by the Force Majeure Event, with respect to its obligations hereunder, may terminate this Agreement by giving ten (10) days prior notice to the other Party. Upon such termination, neither Party will have any liability to the other with respect to the period following the effective date of such termination; provided, however, that this Agreement will remain in effect to the extent necessary to facilitate the settlement of all liabilities and obligations arising hereunder before the effective date of such termination.

Article 16

Miscellaneous Provisions

16.1 Entire Agreement. This Agreement supersedes all prior agreements or understandings between the Parties and their Affiliates concerning the subject matter of this Agreement, whether written or oral, and no other agreements, written or oral, concerning the subject matter of this Agreement shall exist between the Parties or their Affiliates.

16.2 Amendment or Modification. Subject to applicable law, or unless otherwise agreed to in this Agreement, this Agreement may be amended, modified or supplemented only by written agreement of the Parties.

16.3 Choice of Laws. This Agreement shall be governed by, and construed, interpreted and enforced in accordance with, the substantive law of the State of California, without reference to conflict of laws principles, except as to Seller's corporate identity, which shall be governed by, and construed, interpreted and enforced in accordance with, the substantive law of the State of Washington.

16.4 Change in Law. In the event there are unanticipated changes in Requirements of Law or ODEQ rules sufficiently significant to materially change the benefits,

risks and burdens held by the Parties, the Parties shall meet in good faith to adjust the terms of this Agreement to provide for the Parties the originally intended allocation of benefits, risks and burdens; provided that if such unanticipated changes render the economics of this Agreement no longer worthwhile for either Party in light of the administrative and expense burdens on either Party, either Party may, upon thirty (30) days written notice, terminate this Agreement.

16.5 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the Parties and is not intended to and does not confer any benefit to third parties.

16.6 Costs, Fees and Expenses. Each Party shall bear its own costs and expenses (including fees of counsel and outside advisors) in connection with the preparation, negotiation and execution of this Agreement.

16.7 No Consequential Damages. IN NO EVENT SHALL A PARTY BE LIABLE TO ANOTHER PARTY FOR ANY SPECIAL, INDIRECT, NON-COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY TYPE, INCLUDING LOSS OF BUSINESS OPPORTUNITY OR BUSINESS INTERRUPTIONS WHETHER ARISING IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, WHETHER SOLE, JOINT OR CONCURRENT OR STRICT LIABILITY) OR OTHERWISE, ARISING OUT OF THIS AGREEMENT, EXCEPT TO THE EXTENT RELATING TO A PARTY'S GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT.

16.8 Counterparts. This Agreement may be executed in counterparts, each of which shall have the effect of and be considered as an original of this Agreement.

16.9 Assignment. Neither Party shall assign, sell, transfer or convey this Agreement, nor any right, interest or obligation hereunder or thereunder without the prior written consent of the other Party, which may not be unreasonably withheld; *provided, however*, Seller may, without Buyer's consent but with prior notice to Buyer, collaterally assign this Agreement for the purposes of securing financing for the Project.

16.10 Ambiguities. The Parties acknowledge that they have had an opportunity to be represented by independent counsel in connection with the negotiation, preparation and execution of this Agreement, they fully understand the terms of this Agreement, and they voluntarily agree to those terms. Accordingly, the rule that ambiguities in a contract shall be construed against the drafter shall not apply to this Agreement.

16.11 Further Assurances. The Parties shall do and shall perform all such acts and things and shall execute all such documents and writings and shall give all such further assurances as may be necessary to carry out the intent of this Agreement. In particular, if any governmental or administrative approval, permit, order or other authorization shall be necessary relative to this Agreement or any transaction contemplated by this Agreement, each Party shall use all reasonable efforts to assist in the obtaining of such approval, permit, order or other authorization.

16.12 Safe Harbor. The Parties intend that this Agreement includes a "forward contract" between "forward contract merchants" within the meanings given such terms in the United States Bankruptcy Code.

16.13 Severability. The invalidity, in whole or in part, of any of the articles or paragraphs of this Agreement will not affect the validity of the remainder of such articles or paragraphs; provided, however, that the Parties shall enter into negotiations concerning the terms affected by such decision for the purpose of achieving conformity with requirements of any applicable law and the intent of the Parties.

16.14 No Joint Venture. The relationship between the Parties under this Agreement is that of independent contractors. No joint venture, franchise, partnership, employment agreement, or agency is created hereunder or as result of any course of dealing between the Parties. Neither Party has the authority to bind the other, to incur any liability or otherwise act on behalf of the other. Each Party shall be solely responsible for payment of its employees' salaries (including withholding of income taxes and social security), workers compensation, and all other employment benefits. Seller and Seller's Affiliates shall not hold themselves out to any Person as agents or other representatives of Buyer, and no officer, director, employee or representative of Buyer shall hold themselves out to any Person as agents or other representatives of Seller.

16.15 Exhibits. All Exhibits referred to herein are intended to be and hereby are specifically made a part of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement effective as of the Effective Date.

Degrees3 Transportation Solutions, LLC

Public Utility District No. 1 of Snohomish
County

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit 1 - Definitions

“Affiliate” means, with respect to any Person, any other Person that directly or indirectly Controls, is Controlled by, or is under common Control with such designated Person.

“Agreement” has the meaning set forth in the Preamble.

“Bankruptcy Action” means, with respect to the affected party: (i) the entry of an Order for Relief under Title 11 of the United States Code (the “Bankruptcy Code”), as amended; (ii) the admission by such party of its inability to pay its debts as they mature; (iii) the making by it of an assignment for the benefit of creditors; (iv) the filing by it of a petition in bankruptcy or a petition for relief under the Bankruptcy Code or any other applicable federal or state bankruptcy or insolvency statute or any similar law; (v) the expiration of sixty (60) days after the filing of an involuntary petition under the Bankruptcy Code or an involuntary petition seeking liquidation, reorganization, arrangement or readjustment of its debts under any other federal or state insolvency law, *provided* that the same shall not have been vacated, set aside or stayed within such sixty (60)-day period; (vi) an application or consenting to by such party for the appointment of a receiver or other similar official for the assets of such party; or (vii) the imposition of a judicial or statutory lien on all or a substantial part of its assets unless such lien is discharged or vacated or the enforcement thereof stayed within thirty (30) days after its effective date.

“Business Day” means any day on which banks in San Francisco, California are not authorized or required by Requirements of Law to be closed, beginning at 6:00 a.m. and ending at 5:00 p.m. local time in San Francisco, California.

“Buyer Indemnitees” is defined in Section 13.1.

“Buyer” has the meaning set forth in the Preamble.

“CAMD” means the Clean Air Markets Division of the Environmental Protection Agency or successor administrator, or any federal entity given jurisdiction over a program involving transferability of RECs.

“CFP” means the Oregon Clean Fuels Program as set forth in Oregon Administrative Rules Chapter 340, Division 253 and each successor regulation, as may be subsequently amended, modified, or restated from time to time.

“CFP Credit” means a “Credit” as defined in the CFP.

“Confidential Information” has the meaning set forth in Section 10.2.

“Contract Price” has the meaning set forth in Section 4.1.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a specified Person, whether through the direct or indirect ownership of voting securities, partnership interests or other equity interests, or by contract or otherwise. The term “Control” when used as a verb shall have a correlative meaning.

“Defaulting Party” has the meaning set forth in Section 12.4.

“Delivery Point” means the point at which the Metered Output of the Project is delivered into the WECC.

“Effective Date” has the meaning set forth in the Preamble.

“Electric System Authority” means each of NERC, a System Operator, a regional or sub-regional reliability council or authority, and any other similar council, corporation, organization or body of recognized standing with respect to the operations of the electric system in the geographic area in which the Project is located.

“Environmental Attributes” means any and all current or future RECs, CFP Credits, credits, benefits, emissions reductions, environmental air quality credits, emissions reduction credits, offsets and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical or other substance attributable to the Project during the Term, or otherwise attributable to the generation, purchase, sale or use of energy from or by the Project during the Term, including without limitation any of the same arising out of legislation or regulation concerned with oxides of nitrogen, sulfur or carbon, with particulate matter, soot or mercury, or implementing the United Nations Framework Convention on Climate Change (the “UNFCCC”) or the Kyoto Protocol to the UNFCCC or crediting “early action” emissions reduction, or laws or regulations involving or administered by CAMD, or any state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes. Environmental Attributes shall include but not be limited to RECs, CFP Credits, and Renewable Identification Numbers under the Environmental Protection Agency Renewable Fuel Standard Program, the right to generate or certify those Environmental Attributes, and Environmental Attribute Reporting Rights.

“Environmental Attribute Reporting Rights” means the right of a purchaser of Environmental Attributes to report exclusive ownership thereof under voluntary programs in compliance with applicable law and include, without limitation, rights under Section 1605(b) of the Energy Policy Act of 1992, and any present or future federal, state or local certification program or emissions trading program (including pursuant to the WREGIS Operating Rules.).

“Environmental Contamination” means the introduction or presence of Hazardous Materials at such levels, quantities or location, or of such form or character, as to constitute a violation of, or require notice under, federal, state or local laws or regulations, or to present a material risk that as a consequence of the application of federal, state or local laws and regulations that (a) the Premises will not be available or usable for the purposes contemplated by this Agreement or (b) the potential resulting liabilities could impair Seller’s ability to meet its obligations hereunder.

“Event of Default” has the meaning set forth in Section 12.1 and, as applicable, Section 12.2.

“FERC” means the Federal Energy Regulatory Commission.

“Force Majeure” is defined in Section 15.1.

“Governmental Authority” means any national, state, commonwealth, provincial or local government, any political subdivision or any governmental, judicial, public or statutory instrumentality, tribunal, agency (including those pertaining to health, safety or the environment), authority, body or entity, or other regulatory bureau, authority, body or entity having legal jurisdiction over the matter or Person in question.

“Hazardous Materials” means any substance, material, gas, or particulate matter that is regulated by any Governmental Authority, as an environmental pollutant or dangerous to public health, public welfare, or the natural environment including protection of non-human forms of life, land, water, groundwater, and air, including any material or substance that is (a) defined as "toxic," "polluting," "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "solid waste" or "restricted hazardous waste" under any provision of local, state, or federal law; (b) petroleum, including any fraction, derivative or additive; (c) asbestos; (d) polychlorinated biphenyls; (e) radioactive material; (f) designated as a "hazardous substance" pursuant to the Clean Water Act, 33 U.S.C. §1251 *et seq.*; (g) defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*; (h) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 *et seq.*; (i) defined as a "chemical substance" under the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.*; or (j) defined as a pesticide under the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 *et seq.*

“Interest Rate” means a per annum rate of interest equal to the lesser of (a) the prime lending rate published from time to time by the Federal Reserve Bank H.15 (519) Statistical Release website on such day (or if not published on such day, on the most recent preceding day on which published) plus two hundred basis points or (b) the maximum rate permitted by applicable law.

“Liabilities” has the meaning given in Section 13.1.

“Metered Output” means the energy output generated from the Project, as metered by the revenue grade meters installed at the point of interconnection between the Project and the System.

“NERC” means the North American Electric Reliability Corporation.

“Net CFP Value” has the meaning set forth in Section 4.2.

“New Generator” is defined in the Recitals.

“Notice” has the meaning given in Article 9.

“ODEQ” means the Oregon Department of Environmental Quality, or any successor entity that serves as administrator of the CFP program.

“OPIS” is defined in Section 4.2.

“Person” means an individual, partnership, corporation, limited liability company, joint venture, association, trust, unincorporated organization or other form of entity.

“Premises” means the real property on which the Project is located.

“Project” is defined in the Recitals.

“Project Modification” is defined in Section 7.2(a) and (b).

“Project REC” or “Project RECs” means the RECs generated by the Project.

“Prudent Electrical Practices” means any of the practices, methods and acts engaged in or approved by a significant portion of the independent electric power generation industry for facilities of similar size and characteristics or any of the practices, methods or acts, which, in the exercise of reasonable judgment in the light of the facts known or that should reasonably have been known at the time a decision is made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with law, regulation, permits, codes, standards, equipment manufacturer's recommendations, reliability, safety, environmental protection, economy, and expedition.

“Renewable Energy Credits” or “RECs” means a tradable instrument that represents all of the renewable attributes associated with one MWh of production from a renewable energy generating facility, as such attributes are set forth by WREGIS in the definition of “Certificate” in the WREGIS Operating Rules.

“Required Project Documents” means all of the permits, licenses, approvals, certificates, entitlements and other authorizations issued by Governmental Authorities required for the construction, ownership or operation of the Project and occupancy of the Premises, and all amendments, modifications, supplements, general conditions and addenda thereto; all authorizations, rights and agreements now or hereafter necessary for construction, ownership, operation, and maintenance of the Project, the lawful operation of the Project, and to deliver Metered Output to the WECC in accordance with this Agreement and Requirements of Law.

“Requirements of Law” means any applicable federal, state and local law, statute, regulation, rule, action, order, code or ordinance enacted, adopted, issued or promulgated by any federal, state, local or other Governmental Authority or regulatory body (including those pertaining to electrical, building, zoning, environmental and occupational safety and health requirements).

“Retired Generator” has the meaning set forth in the Recitals.

“Seller” has the meaning set forth in the Preamble.

“Seller Indemnitees” is defined in Section 13.2.

“System” means the electric transmission substation and transmission or distribution facilities to which the Project is interconnected.

“System Operator” means any entity that becomes responsible as system operator for, or directs the operation of, the System.

“Term” has the meaning set forth in Article 2.

“Trading Days” means any day for which the Oil Price Information Service publishes a credit price.

“WECC” means the Western Electricity Coordinating Council.

“WREGIS” means the Western Renewable Energy Generation Information System.

[Redacted]

DRAFT – Subject to adjustment with mutual agreement of Qualco Energy, Snohomish PUD and 3Degrees

**Exhibit 2
Monitoring Plan for Qualco Biodigester
Clean Fuels Program**

[Redacted]

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DATA COLLECTION REQUIREMENTS

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CLEAN FUELS PROGRAM REPORTING REQUIREMENTS AGREEMENT

This Clean Fuels Program Reporting Requirements Agreement (“Agreement”) is dated _____, 2022 (“Effective Date”), and is between Public Utility District No. 1 of Snohomish County, Washington (“District”), a municipal corporation organized and existing under the laws of the State of Washington and Qualco Energy Corporation (“Qualco”), a non profit corporation organized and existing under the laws of the State of Washington. This Agreement may refer to the District and Qualco individually as “Party” and collectively as the “Parties.”

RECITALS

Qualco leases from the Tulalip Tribes of Washington and operates (i) an anaerobic digester (“Digester”), and (ii) a powerhouse, which until May 2022 included a 450kW electric generating facility fueled by the biogas generated by the digester, all located at 18117 203rd St. SE, Monroe, Washington, 98272.

The District purchased all of the electrical energy and the associated nonpower attributes from the now-retired 450 kW generator under a Small Renewable Generation Power Purchase Agreement dated December 23, 2013, as amended from time to time (“Power Purchase Agreement”).

On May 20, 2021 the parties executed a Biogas Generator Facilities Sublease and Operations Agreement (“L&O Agreement”) under which the District would (a) lease the Qualco powerhouse, (b) add a new 675 kW generator in the powerhouse that the District will own and operate, (c) retain the environmental attributes from the new generator, and (d) pay a gas payment to Qualco for the fuel to operate the new generator.

Pursuant to the L&O Agreement, the Power Purchase Agreement will terminate upon the commercial operation date of the new generator.

The District plans to execute an Environmental Attribute Purchase and Services Agreement with Degrees3 Transportation Solutions, LLC, (“3Degrees”) under which the District will sell to 3Degrees environmental attributes from the existing and new generators for the purpose of generating revenue under Oregon’s Clean Fuels Program (“CFP”) and other similar programs.

In connection therewith, the District and Qualco desire to enter into this Agreement under which the District will provide payment to Qualco in exchange for data and information Qualco will provide regarding the Digester and retired generator.

The parties therefore agree as follows:

1. Term

This Agreement is effective as of the Effective Date and shall continue in effect until December 31, 2026 (the “Term”). The obligations of the Parties regarding the reporting requirements associated with the District’s environmental attributes generated during the Term shall remain in effect for so long as reasonably necessary for the Parties to satisfy all such obligations pursuant to this Agreement.

2. Restrictions on Environmental Attributes

- a. Qualco shall not make any claims or representations concerning the District’s environmental attributes under either the Power Purchase Agreement or the L&O Agreement that would undermine or conflict with the retired and new generators’ generation of renewable energy credits (“RECs”) or CFP credits, including any representations which may result in any double counting of such RECs or CFP credits.
- b. Qualco represents that it has not made any claims in any manner that would undermine or conflict with the District’s sale of the environmental attributes and CFP credits generated by the generators; including that “renewable energy,” “clean energy,” “green energy,” or similar attributes of the generators or Metered Output belong to or are attributable to the District, to Qualco or to the generators’ generation, generation equipment, or to the generators’ energy or captured methane; and (ii) as of the Effective Date, Qualco represents that it is not actually aware of any such claims made by third parties.
- c. Qualco shall promptly report to the District any claims or representations in subsections 2(b) made by third parties at any time of which Qualco becomes aware.
- d. The Parties shall work together in good faith to cause the correction of any confusing or misleading claim or public communications made by a Party or a third party concerning any relationship with each other or each other’s Affiliates, the environmental attributes, the CFP credits generated by the generators, or the Digester.

3. Contract Price and Payment Terms

[REDACTED]

[REDACTED]

4. Projects Modifications.

Qualco shall provide the District with written notice no less than forty-five (45) days in advance of changes to the Digester’s design or operation that are required to be monitored by the Monitoring Plan which could reasonably reduce the quantity or value of the Environmental Attributes generated by the generators by 20 percent or more for at least one month (a “Project Modification”). Prior to the implementation of a planned Project Modification by Qualco, Qualco shall provide information reasonably requested by the District in connection therewith, and the Parties shall meet in good faith to discuss the prospective impact of such Project Modification. To the extent that a Project Modification is reasonably expected to have a material adverse effect on the benefits, risks and burdens held by the Parties under this Agreement due to changes to the quantity or quality of the environmental attributes, the Parties will negotiate in good faith to adjust the terms of this Agreement to provide for the Parties the originally intended allocation of benefits, risks and burdens; provided that if (i) the Parties are unable to agree on an adjustment to the terms of this Agreement under this Section 4(a) and (ii) a Project Modification is reasonably expected to have a material adverse effect on the quantity or quality of the environmental attributes generated by the Project, the District may, upon written notice to Qualco, terminate this Agreement without further liability of either Party.

5. Reporting Obligations

- a. Qualco shall comply with the reporting obligations listed in the Monitoring Plan attached as Attachment 1. Notwithstanding Section 16.b of this Agreement either Party may amend the Monitoring Plan upon thirty (30) days' notice to the other Party unless the other Party objects to the proposed amendment within fifteen (15) days of receipt of the proposed amendment, in which case the amendment becomes subject to mutual agreement of the Parties.
- b. Qualco shall, promptly upon written request from the District, provide the District with all data related to the Digester, retired generator, and feedstock reasonably requested by the District for reports to, and information requests from, any Governmental Authority, including any and all reports to ODEQ. After sending or filing any statement, application, and report or any document with any Governmental Authority relating to operation and maintenance of the Digester, retired generator, or its feedstock, Qualco shall promptly provide to the District a copy of the same.
- c. Qualco shall, promptly upon written request from the District, provide the District or with reasonably requested environmental information related to the Digester, the retired generator, its feedstock, and environmental compliance under all permits, licenses, approvals, certificates, entitlements and other authorizations issued by Governmental Authorities required for the construction, ownership or operation of the Digester and occupancy of the premises outside of the premises leased by the District, and all amendments, modifications, supplements, general conditions and addenda thereto; all authorizations, rights and agreements now or hereafter necessary for construction, ownership, operation, and maintenance of the Digester, retired generator and the lawful operation of the Digester and retired generator, including any such information that may be in the possession of any third party. Qualco shall further provide the District with all environmental impact mitigation measures taken in connection with the Digester's or retired generator's operation, including its feedstock, as well as copies of all relevant documents between Qualco and federal, state or local environmental agencies. Qualco shall disclose to the District, as soon as it is known to Qualco, any violation of any environmental, health, or safety laws or regulations arising out of the construction or operation of the Digester or retired generator, including the collection, processing, or disposal of the Digester's feedstock, and the presence of any Environmental Contamination relating to the Digester or on the premises, including any alleged to exist by any Governmental Authority, or the existence of any past or present enforcement, legal, or regulatory action or proceeding relating to any actual or alleged violation or presence of Environmental Contamination.
- d. Qualco shall promptly notify the District of receipt of written notice or actual knowledge by Qualco of the occurrence of any event of default under any material agreement to which Qualco is a party and of any other development, financial or otherwise, which may have a material adverse effect on Qualco, the

Digester, the feedstock, or Qualco's ability to develop, construct, operate, maintain or own the Digester.

- e. Following its receipt of written notice or actual knowledge of the commencement of any investigation, action, suit, and proceeding before any court or Governmental Authority which would materially adversely affect Qualco, the premises, the Digester, or the Digester's feedstock, Qualco shall promptly give notice to the District of the same. In addition, following its receipt of written notice or actual knowledge of the commencement of any action, suit, and proceeding against Qualco before any court or Governmental Authority, Qualco shall promptly give notice to the District of the same.
- f. Qualco shall provide to the District such other information respecting the condition or operations of Qualco or the Digester as the District may, from time to time, reasonably request.

6. Compliance

Qualco represents and warrants that the premises and the Digester comply with all Requirements of Law and the retired generator complied with all Requirements of Law since July 1, 2021, including all environmental laws, rules, and regulations and that neither the premises nor the Digester are in violation of any Requirements of Law, including such environmental laws, rules, and regulations. "Requirements of Law" means any applicable federal, state and local law, statute, regulation, rule, action, order, code or ordinance enacted, adopted, issued or promulgated by any federal, state, local or other Governmental Authority or regulatory body (including those pertaining to electrical, building, zoning, environmental and occupational safety and health requirements).

7. Announcements and Confidentiality

- a. Announcements. No announcement shall be made on the subject matter of this Agreement or any environmental attributes unless and before agreed among the Parties (any such consent not to be unreasonably withheld) or required by law. Press releases in respect of the transactions contemplated by this Agreement or concerning any environmental attributes shall be made only in accordance with a text agreed upon by the Parties.
- b. Confidential Information. Each Party shall treat information disclosed to it by any other Party (or that Party's Affiliates) pursuant to this Agreement as confidential, including information concerning the Project or the transaction contemplated by this Agreement disclosed after the Effective Date (collectively, "Confidential Information"); provided, however, that the following information shall not be Confidential Information: (a) information that at the time of disclosure or acquisition was in the public domain or later entered the public domain other than by breach of this Section 7 or a confidentiality obligation owed to the disclosing party, (b) information that at the time of disclosure or acquisition was already known to and had been reduced to writing by the recipient, or (c) information that

after disclosure or acquisition was received from a third party that had no duty to maintain the information in confidence.

- c. Use of Confidential Information. Unless otherwise agreed to herein, no Party shall, unless authorized by the disclosing party to do so, (a) copy, reproduce, distribute or disclose to any Person any of the Confidential Information, or any facts related thereto; (b) permit any third party to have access to such Confidential Information; or (c) use such Confidential Information for any purpose other than for the purpose of pursuing the activities as contemplated herein. The disclosing party hereby authorizes the receiving Party to disclose Confidential Information to consultants, Affiliates and their employees, as necessary to assist the receiving Party in exercising its rights and obligations hereunder; provided, however, that receiving Party shall require in writing such consultants to treat Confidential Information in a manner consistent with this Agreement.
- d. Required Disclosure of Confidential Information. In the event that a Party that has received Confidential Information from another Party is requested in any legal proceeding or through a public records request to disclose any Confidential Information, the receiving Party shall give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order. If, in the absence of a protective order, the receiving Party is nonetheless advised by counsel that disclosure of the Confidential Information is required, the receiving Party may disclose or copy such Confidential Information without liability hereunder provided that only such portion of the Confidential Information required to be disclosed shall be made available. Under no circumstances will either Party have any obligation whatsoever to initiate, defend against, or otherwise participate in or in connection with any inquiry, investigation, action, claim, suit, arbitration, or proceeding relating to the release of any Confidential Information.

The Parties recognize that the District is subject to the Washington Public Records Act, Revised Code of Washington Chapter 42.56.

- e. Marketing Rights. Qualco grants to the District and 3Degrees the exclusive right to advertise, market, and promote to their customers and the general public the benefits of the Digester or retired generator along with a royalty free license to use, copy, modify and distribute descriptions and photographs of the premises and Digester and retired generator to their customers or potential customers, provided that the description and photographs must be approved in advance by Qualco, and such approval shall not be unreasonably withheld.

8. Notices

Notification under this Agreement between the parties, except otherwise required herein, may be made by letter or electronic mail. The names, mail and electronic addresses, and telephone numbers to which such notification shall be made are set forth below. Any written notices required hereunder shall be deemed properly given if deposited in the United States

mail with first class postage prepaid, properly addressed as set forth below, with a facsimile transmitted by electronic mail on the day of mailing to the e-mail address set forth below:

To District:

INSERT

To Qualco:

INSERT

The parties may change at any time the persons to whom notices, invoices, and payments are addressed, or their addresses, by providing notice thereof as specified in this Section 10.

- 9. Invoice and Payment.** Invoices and payments shall be sent to the addresses set out below:

To District:

INSERT

To Qualco:

INSERT

10. Force Majeure

- a. "Force Majeure" means an event that (a) is not reasonably anticipated as of the date hereof, (b) is not within the reasonable control of the Party affected by the event, (c) is not the result of such Party's negligence or failure to act, and (d) could not be overcome by the affected Party's use of due diligence in the circumstances.
- b. Neither party will be liable to the other for failure to perform an obligation to the extent such failure was caused by Force Majeure; provided that:
- i. The party claiming Force Majeure gives the other party prompt oral notice, and then written notice describing the particulars of the Force Majeure event, including the expected duration and probable impact on the performance of such party's obligations under this Agreement, and thereafter continues to furnish timely, regular reports with respect thereto during the continuation of the Force Majeure, as soon as is reasonably practicable, but in no event later than ten (10) days after the occurrence of

such event;

- ii. The suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure event;
 - iii. The party affected by the Force Majeure event uses commercially reasonable efforts to:
 1. mitigate the effects thereof on itself and on the other party; and
 2. to correct or cure the event or condition excusing performance.
 - iv. When the party is able to resume performance of its obligations under this Agreement, such party shall give the other party written notice to that effect and shall promptly resume performance hereunder.
- c. **Right to Terminate.** If a Force Majeure event prevents a Party from substantially performing its obligations hereunder for a period exceeding one hundred-eighty (180) consecutive days (despite the affected Party's effort to take all reasonable steps to remedy the effects of the Force Majeure with all reasonable dispatch), then the Party not affected by the Force Majeure event, with respect to its obligations hereunder, may terminate this Agreement by giving ten (10) days prior notice to the other Party. Upon such termination, neither Party will have any liability to the other with respect to the period following the effective date of such termination; provided, however, that this Agreement will remain in effect to the extent necessary to facilitate the settlement of all liabilities and obligations arising hereunder before the effective date of such termination.

11. Indemnification

- a. Covenants between parties. Each party covenants and agrees to defend, indemnify, and hold harmless the other party from and against, any claim, loss, liability, damage, or expense (including reasonable attorneys' fees, costs, and expenses) that the other party may suffer, sustain, or become subject to, as a result of a breach by the indemnifying party of any obligation of the indemnifying party contained in this Agreement.

12. Events of Defaults, Remedies, and Termination

- a. Nonperformance. Such Party fails to perform when due any obligation or breaches a representation or warranty in this Agreement and fails to cure such failure or material breach within thirty (30) days of the date the other Party gives written notice of such failure or breach to the non-defaulting Party (or in the case of a failure or breach by a Party that is non-monetary in nature), if such Party is unable, with the exercise of commercially reasonable diligence, to cure such failure or breach within that time period, such longer time as is reasonably

necessary to cure the failure or breach, but only if (i) such Party commences such cure within that thirty (30)-day period; (ii) thereafter diligently pursues such cure; and (iii) such failure or breach is cured within ninety (90) days after the date of the non-defaulting Party's notice.

- b. **Bankruptcy: Inability to Perform.** During such time as such Party has continuing obligations under this Agreement, such Party ceases the active conduct of business, becomes insolvent, or becomes the subject of a Bankruptcy Action.
- c. **Limitation; Termination of Rights or Obligations.** A Party repudiates or attempts to terminate its covenants, obligations or other undertakings in this Agreement.
- d. **Additional Remedies.** No right or remedy granted or reserved to the non-Defaulting Party under this Agreement shall be deemed to be exclusive of any other or additional right or remedy available to the non-Defaulting Party at law or in equity.
- e. **Termination.**
 - i. If, at any time during the Term, the Environmental Attribute Purchase and Services Agreement between the District and 3Degrees is terminated, the District shall have the right to terminate this agreement upon seventy-five (75) days' written notice to Qualco.

13. Limitation of Liability

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER QUALCO NOR THE DISTRICT SHALL BE LIABLE UNDER OR PURSUANT TO THIS AGREEMENT FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, REVENUES OR BENEFITS, LOSS OF USE OF PROPERTY, COST OF CAPITAL, COST OF REPLACEMENT POWER OR CLAIMS FOR SERVICE INTERRUPTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR EXISTENCE OF SUCH DAMAGES. This Section 13 is intended only to limit the liability of one party to the other. To the extent that liability is incurred to third parties as a result of carrying out the provisions of this Agreement, nothing in this Section 13 limits the indemnification obligations of Section 13.

14. Dispute Resolution

In the event of a dispute pertaining to this Agreement, the parties agree to attempt to negotiate in good faith an acceptable resolution before pursuing other remedies. This provision does not limit either party's right to terminate authorized by this Agreement.

15. Conflict Between Agreements.

In the event of any conflict between this Agreement and the Power Purchase Agreement or the L&O Agreement, the provisions of this Agreement shall control.

16. General Terms

- a. **Governing Law, Regulatory Authority, and Rules.** The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of Washington, without regard to its conflicts of law principles. Venue for any action arising under or in connection with this Agreement shall be in the Superior Court for Snohomish County, Washington.
- b. **Amendment.** Unless otherwise agreed to in this Agreement, the Parties may amend this Agreement only by a written instrument duly executed by both Parties.
- c. **No Third-Party Beneficiaries.** This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.
- d. **Waiver.**
 - i. The failure of a party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such party.
 - ii. Any waiver at any time by either party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Any waiver of this Agreement shall, if requested, be provided in writing.
- e. **Entire Agreement.** This Agreement, including all Exhibits and Attachments, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either party's compliance with its obligations under this Agreement.
- f. **Multiple Counterparts.** This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the

same instrument.

- g. No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, franchise, agency relationship, or partnership between the Parties, or to impose any partnership or franchise obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party, except as expressly set forth herein.
- h. Subcontractors. Nothing in this Agreement shall prevent a party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each party shall remain primarily liable to the other party for the performance of such subcontractor.
- i. Assignment. Either party may assign this Agreement to another party with the advance written consent of the other party to this Agreement; such consent not to be unreasonably withheld, conditioned or delayed. No assignment, merger, or consolidation shall relieve any party of its obligations under this Agreement. Subject to the foregoing restriction in this Section, this Agreement shall be binding upon and inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.
- j. Cooperation. Each Party, upon the request of the other Party, and without further consideration, shall cooperate with the other Party by furnishing, or using commercially reasonable efforts to cause others to furnish, any additional information and/or by executing and delivering, or using commercially reasonable efforts to cause others to execute and deliver, any additional documents and/or instruments, and shall use, or cause others to use commercially reasonable efforts to do so, and shall also perform such other reasonable acts as may be requested by the other Party in connection with this Agreement.
- k. Change in Law. In the event there are unanticipated changes in Requirements of Law or ODEQ rules sufficiently significant to materially change the benefits, risks and burdens held by the Parties, the Parties shall meet in good faith to adjust the terms of this Agreement to provide for the Parties the originally intended allocation of benefits, risks and burdens; provided that if such unanticipated changes render the economics of this Agreement no longer worthwhile for the District in light of the administrative and expense burdens on the District, the District may, upon thirty (30) days written notice, terminate this Agreement.
- l. Severability. If any provision of this Agreement is held illegal or unenforceable, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the parties.

IN WITNESS WHEREOF, the parties hereto have caused this to be executed in their respective names by their respective officers hereunder duly authorized.

PUBLIC UTILITY DISTRICT NO.1 OF
SNOHOMISH COUNTY, WASHINGTON

QUALCO ENERGY CORPORATION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

[REDACTED]

DRAFT – Subject to adjustment with mutual agreement of Qualco Energy, Snohomish PUD and 3Degrees

**Exhibit 2
Monitoring Plan for Qualco Biodigester
Clean Fuels Program**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

DATA COLLECTION REQUIREMENTS

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]

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[Redacted]

[Redacted]



BUSINESS OF THE COMMISSION

Meeting Date: August 16, 2022

Agenda Item: 5D

TITLE

Consideration of a Resolution Ratifying Amendment No. 1 of a License Agreement with EIP Communications I, LLC., and Authorizing the Assistant General Manager, Distribution and Engineering Services, of Public Utility District No. 1 of Snohomish County to Execute Amendment No. 2 of Said License Agreement

SUBMITTED FOR: Items for Individual Consideration

<u>Telecommunications</u>	<u>Nick Johnston</u>	<u>4415</u>
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing:	<u>July 19, 2022</u>	
Estimated Expenditure:	<u></u>	Presentation Planned <input type="checkbox"/>

ACTION REQUIRED:

- Decision Preparation
- Policy Discussion
- Policy Decision
- Statutory
- Incidental (Information)
- Monitoring Report

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 2008, the District entered into a license agreement (“License Agreement”) with Verizon Northwest, Inc. for the use of space for District communication facilities on a communication tower located at 209 West Camano Hill Road, Camano Island, Washington.

On January 14, 2019, EIP Communications I, LLC. (“EIP”), acquired ownership of the tower and all of Verizon Northwest, Inc.’s interest in the License Agreement.

On May 1, 2020, the District and EIP amended the License Agreement to replace an 8’ antenna with a 20’ antenna and increase the lease fee by \$125 per month (“Amendment No. 1”).

The District and EIP desire to amend the License Agreement to allow for the installation, operation, and maintenance of additional communication facilities on the tower, modification of current communication facilities, an adjustment of the license fee, and an update EIP's notice address.

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

List Attachments:

Resolution

Exhibit A

Exhibit B

RESOLUTION NO. _____

A RESOLUTION Ratifying Amendment No. 1 of a License Agreement with EIP Communications I, LLC., and Authorizing the Assistant General Manager, Distribution and Engineering Services, of Public Utility District No. 1 of Snohomish County to Execute Amendment No. 2 of Said License Agreement

WHEREAS, in 2008, the District entered into a license agreement (“License Agreement”) with Verizon Northwest, Inc. for the use of space for District communication facilities on a communication tower located at 209 West Camano Hill Road, Camano Island, Washington; and

WHEREAS, on January 14, 2019, EIP Communications I, LLC. (“EIP”), acquired ownership of the tower and all of Verizon Northwest, Inc.’s interest in the License Agreement; and

WHEREAS, on May 1, 2020, the District and EIP amended the License Agreement to allow for the installation, operation, and maintenance of replacement communication facilities on the tower, update the notice and payment addresses, and an adjustment of the license fee; and

WHEREAS, a copy of the May 1, 2020 amendment is attached as Exhibit “A” (“Amendment No. 1”); and

WHEREAS, the District and EIP desire to amend the License Agreement to allow for the installation, operation and maintenance of additional communication facilities on the tower, modification of current communication facilities, an adjustment of the license fee, and an update EIP’s notice address; and

WHEREAS, a copy of the proposed amendment is attached hereto as Exhibit “B” (“Amendment No. 2”); and

WHEREAS, District staff recommends that the Commission ratify Amendment No. 1 and authorize execution of Amendment No. 2.

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

1. Amendment No. 1 of the License Agreement (Exhibit A) with EIP Communications I, LLC., is hereby ratified.

2. The Assistant General Manager, Distribution and Engineering Services, of Public Utility District No. 1 of Snohomish County, is hereby authorized to execute Amendment No. 2 of the License Agreement with EIP Communications I, LLC., in substantially the form attached hereto as Exhibit B; provided that the final form of Amendment No. 2 is subject to the review and approval of the District’s General Counsel or her designee.

PASSED AND APPROVED this 16th day of August, 2022.

President

Vice-President

Secretary

LICENSOR ID: 658958 / Camano Island CO
License ID: 658958-PUS-01

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT ("First Amendment"), dated as of May 1, 2020 (the "Effective Date"), is by and between EIP Communications I, LLC, a Delaware limited liability company, having a mailing address of Two Allegheny Center, Nova Tower 2, Suite 703, Pittsburgh, PA 15212 ("Licensor") and Public Utility District No. 1 of Snohomish County, a municipal corporation organized and existing under Chapter 54 of the laws of the State of Washington, having a mailing address of P.O. Box 1107, Everett, WA 98206 ("Licensee").

WHEREAS, Licensor's predecessor in interest and Licensee entered into a License Agreement dated August 11, 2008, whereby Licensor leased to Licensee certain Space, therein described, that is a portion of the Property located at 209 W. Camano Hill Road, Camano Island, Washington ("License");

WHEREAS, on January 14, 2019, Licensor acquired the Tower and the interest of licensor under the License from its predecessor in interest, and entered into a Lease Agreement for land underlying the communication site subject to the License, including Licensee's Licensed Premises;

WHEREAS Licensee desires to make certain upgrades and additions to its Equipment in accordance with the terms of the License and this Amendment, as more particularly described in Exhibit B-1 attached hereto.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **New Exhibits.** Attached hereto and made a part of the License are the following new exhibits:

Exhibit A-1 replaces Exhibit A Site Plan
Exhibit B-1 replaces Exhibit B Equipment

2. **Section 3 Term.** Section 3.1 is hereby deleted in its entirety and replaced with the following, so that Section 3.1 is and shall read:

"The initial term of this Agreement ("Initial Term") shall be for a period of five (5) years, commencing on the Effective Date, with five (5) additional five (5) year renewal period(s) ("Renewal Terms"). The Initial Term and any applicable Renewal Terms are sometimes collectively referred to as the "Term.""

3. **Section 2.1 License Fee.** Commencing on May 1, 2020, the License Fee in Section 2.1 is hereby increased by One Hundred Twenty-Five and 00/100 Dollars (\$125.00) per month and shall escalate pursuant to the terms set forth in the License.

4. **Section 2.5 Payment Address.** All payments due under Section 2 of this Agreement shall be made at the following address:

EIP Communications I, LLC
P.O. Box 645838
Pittsburgh, PA 15264-5256

5. **Section 7 Notices.** Licensor’s notice address is updated as follows:

If to Licensor: EIP Communications I, LLC
Two Allegheny Center
Nova Tower 2, Suite 703
Pittsburgh, PA 15212
Attn: Legal Department / Site #: 658958 (Camano Island CO)

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the License and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the License otherwise is unmodified and remains in full force and effect. Each reference in the License to itself shall be deemed also to refer to this First Amendment.

7. **Capitalized Terms.** All capitalized terms used but not defined herein shall the same meanings as defined in the License.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment as of the Effective Date.

LICENSOR:

EIP Communications I, LLC

DocuSigned by:
By John Lemmon
Name: John P. Lemmon
Title: EVP and General Counsel

LICENSEE:

Public Utility District No. 1 of Snohomish County

DocuSigned by:
By Jim McDougal
Name: Jim McDougal
Title: Telecommunications Manager



EXHIBIT A-1

Description of Property

See attached Lease Schedule

Lease Schedule

This Lease Schedule (the “**Lease Schedule**”) is made pursuant to that certain Master Lease/Sublease Agreement dated as of January 14, 2019 (the “**Master Lease Agreement**”), by and between Frontier Communications Corporation, a Delaware corporation and EIP Communications I, LLC, a Delaware limited liability company. The Lease for the Premises described below consists of this Lease Schedule and the Master Lease Agreement, together with any schedules attached to this Lease Schedule.

1. **Landlord/Frontier Entity:** Frontier Communications Northwest Inc.
2. **Tenant:** EIP Communications I, LLC, a Delaware limited liability company
3. **Site Name:** Camano Island CO – 2550.B02
4. **Site Address:** 209 W Camano Hill Road, Camano Island, Washington
5. **Legal Description of Property:** See Schedule 1
6. **Frontier Facility Type:** Communication Facility
7. **Description of Premises:** Approximately 8,522 square feet of ground space, including guy anchor areas, as more particularly depicted on Schedule 2, together with, and subject to the terms and conditions of the Master Lease Agreement and on a non-exclusive basis, for the duration of the Term all (i) existing easements or rights for access, Utilities or Telecommunications Services currently under and subject to the Antenna Users Agreements, and (ii) additional easements or rights for access, Utilities, and Telecommunications Services for new Antenna Users Agreements, necessary to operate the Owned Tower Premises, including any connections between the Antenna Users equipment and the Owned Tower.
8. **Prime Lease:** Not Applicable
9. **Prime Landlord:** Not Applicable
10. **Other:** subject to availability, non-exclusive use of one or more parking spaces located on the Property while working in the Premises. Notwithstanding anything to the contrary in this Lease Schedule, this Lease Schedule shall be subject to the provisions set forth in Paragraph 48 of the Master Lease Agreement.

[signatures on following page]

In witness whereof, the parties have duly executed this Lease Schedule as of the latter date set forth below.

Frontier Communications Northwest Inc.

By: *James Campbell*

Name: *James Campbell*

Title: *Group VP, Facilities & Real Estate Services*

Date: *1/14/2019*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF *Connecticut*)

COUNTY OF *Fairfield*)

On *January 14, 2019*, before me, *Valerie Gallup*, Notary Public, personally appeared *James Campbell*, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Valerie Gallup
Notary Public

Place Notary Seal Above

VALERIE GALLUP
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 7/31/2021

Schedule 1**(Legal Description of Property)**

The Land referred to herein below is situated in the County of Island, State of Washington, and is described as follows:

That portion of the Northeast Quarter of the Southwest Quarter of Section 12, Township 31 North, Range 2 East of the Willamette Meridian, described as follows:

Beginning at a point on a line which line bears North 2°47'30" West from the Southeast corner of the Southwest Quarter of said Section 12, a distance of 2,637.38 feet to a fence corner of a long existing fence defining the accepted Northeast corner of the Southwest Quarter of Section 12; and which point of beginning bears North 2°47'30" West a distance of 2,327.38 feet from said Southeast corner of the Southwest Quarter of Section 12;
thence continue North 2°47'30" West a distance of 310.00 feet;
thence South 87°12'30" West 310.00 feet;
thence South 2°47'30" East 310.00 feet;
thence North 87°12'30" East 310.00 feet to the point of beginning.

TOGETHER WITH an easement for road and utility purposes over and across the Easterly 20 feet of West one-half of Section 12 beginning at the Northerly boundary of the above described tract and running thence Northerly to the South boundary of the county road.

ALSO TOGETHER WITH that portion of the Southeast Quarter of the Northwest Quarter of Section 12, Township 31 North, Range 2 East of the Willamette Meridian, described as follows:

A 30 foot strip of land being 15 feet on each side of the following described centerline:

Beginning at point on a line which bears North 2°47'30" West from the Southeast corner of the Southwest Quarter of said Section 12 a distance of 2,637.38 feet to a fence corner of a long existing fence defining the accepted Northeast corner of the Southwest Quarter of Section 12 and which point of beginning bears North 2°47'30" West a distance of 2,637.38 feet from said Southeast corner of said Section 12;
thence South 87°12'30" West a distance of 15.67 feet to the true point of beginning, which true point of beginning is on the North line of that tract of land, being 310.00 feet square, conveyed to the West Coast Telephone Company;
thence North 4°49'00" East a distance of 3.36 feet;
thence on a curve to the left having a radius of 87.48 feet, a central angle of 41°21'30", and a degree of curvature of 65°30' a distance of 63.14 feet;
thence North 36°32'30" West a distance of 88.46 feet;
thence on a curve to the right having a radius of 301.55 feet a central angle of 34°06', and a degree of curvature of 19°00' a distance of 179.47 feet;
thence North 2°26'30" West a distance of 87.86 feet, to a point of intersection with the centerline of the existing county road and the true point of ending;
thence North 86°01'30" East along said centerline of said county road to its intersection with the above mentioned line which bears North 2°47'30" West from the Southeast corner of the Southwest Quarter of said Section 12 at a point which bears North 2°47'30" West a distance of 3,034.11 feet from the said Southeast corner of the Southwest Quarter of Section 12. Less any part thereof lying within existing County Road right-of-ways.

EXCEPT that portion deeded to Island County for road by instrument recorded as Auditor's File No. 129674.

Situate in the County of Island, State of Washington

Schedule 2

(Preliminary Depiction of the Premises subject to change according to Paragraph 48 of the Master Lease Agreement)

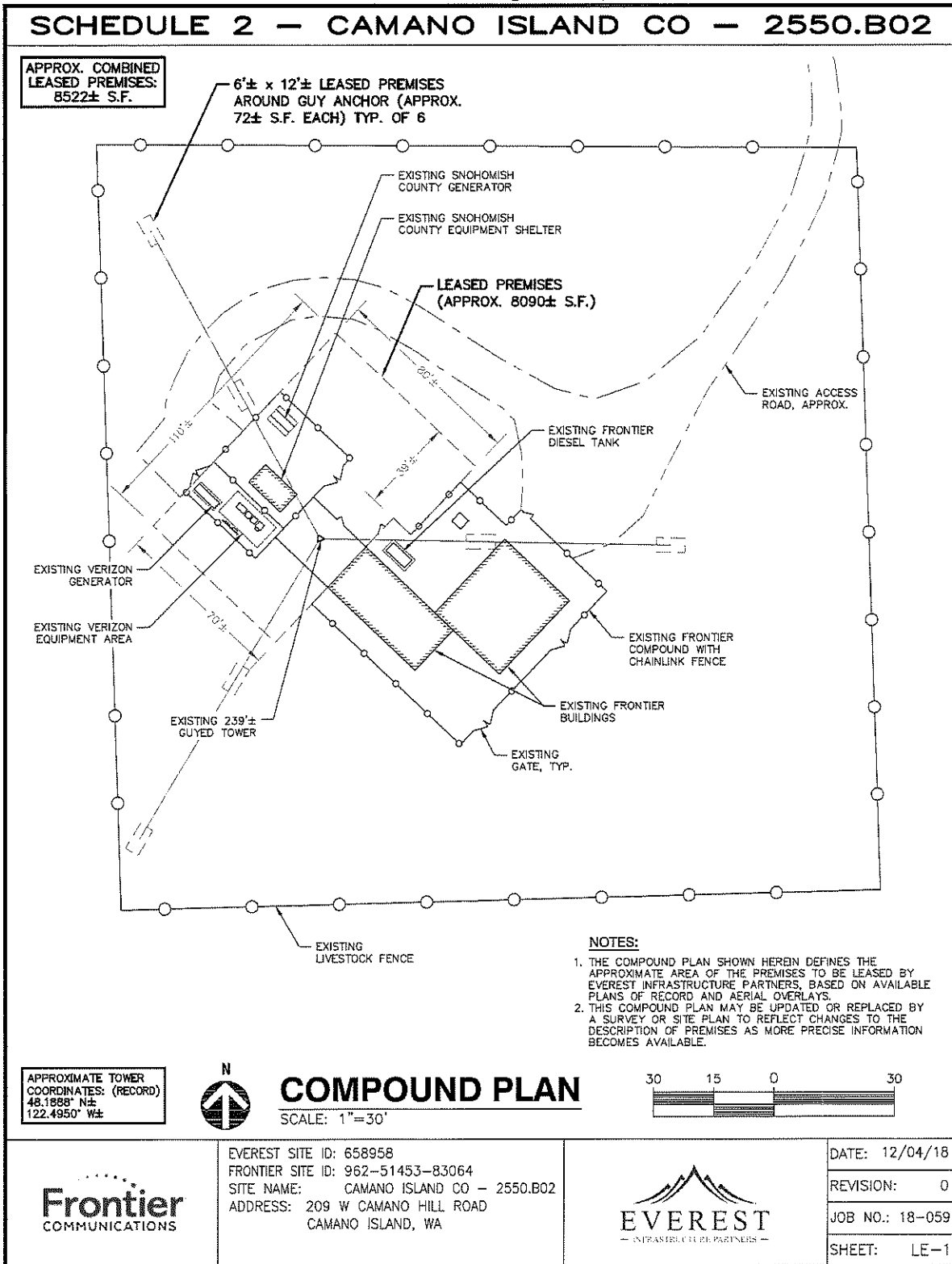


EXHIBIT B-1

Licensee's Equipment

See attached Collocation Application June 10, 2019

Everest Infrastructure Partners
Colocation Application**Application Date:** 6/10/2019**Application Type:** New Install Amendment Renewal**General Information**

- Submit Application via EMAIL to: michael.culbert@everestinfrastructure.com
- Submit Administration Fee to Marianna Brown, EIP Communications I, LLC, 290 Congress Street, 7th Floor, Boston, MA 02210 (MUST INCLUDE EIP'S SITE NUMBER IN MEMO FIELD)
- Please fill in all fields - if N/A or None - mark as such

Applicable Fees:

- Structural and/or engineering fee(s) may apply
- Administration Fee = \$2,000 (to be paid upon approval of application and at this time the payee will be provided)
- Additional Fees on a site by site basis may also apply

Site Information:

Everest Site ID:	658958	Customer Site ID#:	CAMANO
Everest Site Name:	Camano Island CO	Customer Site Name:	CAMANO
Site Type:	Guyed Tower		
Site Address:	209 W. Camano Hill Rd. Camano Island, WA 98282	Latitude:	48-11-20.0 N
		Longitude:	122-29-43.0 W

Applicant Contact Information:

Company Name:	Snohomish Public Utility Distric #1	Primary Contact:	Scott Cashmore
Company Address:	PO Box 1107 Everett WA, 98206	Phone:	425-783-4434
		Email:	swcashmore@snopud.com

Tenant Entity Information

Legal Entity Name:	Snohomish Public Utility Distric #1	Tax ID Number:	
Entity Type:	Public Utility	Notice Address:	same
State Incorporated:	WA	Notice Attention:	Telecom Manager
Corporate Address:	PO Box 1107, Everett WA 98206	Copy Address:	same
Name of Signatory:	Jim McDougal	Copy Attention:	same
Title of Signatory:	Telecom Department Manager		

Delivery Information

Company Name:	Snohomish Public Utility Distric #1	# of Originals:	1
Attention:	Telecom Department Manager	Special Instructions:	Jim McDougal Telecom Manager
Address:	PO Box 1107, Everett WA 98206		

Tenant Contacts:

Department	Name	Phone	Email
Real Estate	Moe Nave (Joint Use Manager)	425-783-4106	MMNave@snopud.com
Constuction	Scott Cashmore	425-783-4434	swcashmore@snopud.com
RF Engineering	Scott Cashmore	425-783-4434	swcashmore@snopud.com
Accounts Payable	Boone Mill (Accounting Manager)	425-793-8642	RBMill@snopud.com
24/7 Contact (NOC)	Energy Control Center	425-783-5040	NA

Everest Infrastructure Partners
Colocation Application



Ground Space Requirements

	Existing			Proposed		
	Length (ft)	Width (ft)	Total S/F	Length (ft)	Width (ft)	Total S/F
Indoor Space			-			-
Outdoor Shelter or Pad	10.00	18.00	180.00			-
Generator Area	4.00	10.00	40.00			-
Fuel Tank Area			-			-
Other:			-			-
Total			220.00			-

Other Requirements: SNOPUD has separate private building. No changes to building or space. This application is for an antenna swap only.

Power Requirements

Power Location: _____ Required Voltage: _____
 Power Source: _____ Required Amperage: _____

Battery Information: No Change

Transport Requirements [MUST HAVE FOR FORMER FRONTIER SITES]

Required Service Type: **T1** If Fiber: _____
 Transport Provider: **Frontier** # of Strands: _____
 Termination Location: **MTSO** Bandwidth (Mbs, Gbs): _____
 Termination Address: _____ R/T Latency Limit (ms): _____
 Termination Latitude: **48-11-20.0 N** Uptime %: _____
 Termination Longitude: **122-29-43.0 W**

Additional Details: No change - Frontier T1 01.UHMA.097465.GTNW

Frequency Requirements

Call Sign Information - MUST BE PROVIDED for all frequencies on facility

Call Sign	Class of Station	Emission Designator	Transmit Frequency	Output Power (watts)	Transmitter ERP (dBm)	Receive Frequency
WQNH255 (Location 5)	FB7C	7K60FXD	936.975-939.0	100	46.8	897.975-900.0
WPXN962	FBBS	7K60FXD	152.595	100	9	157.855
WQUN791	FB2	7K60FXD	151.595	50	100	151.595
WQOZ799	FB2	7K60FXD	153.525	100	281	159.78

DocuSign Envelope ID: 6BDDC02D-C0B2-4773-943B-5C633017D978

Everest Infrastructure Partners
Colocation Application



Tower Equipment

List ALL equipment components installed on the tower or ground space area, including mounting apparatus, ice bridges, etc.

Tower Equipment				Equipment Status (mark with "x")			Equipment Dimensions				Azimuths	Equip. Centerline		Lines		
Component Type (Ant. type, RRU, mount, etc.)	Manufacturer	Model	# Units	Exist	New	To be Removed	Height (inches)	Width (inches)	Depth (inches)	Weight (lbs)	Degrees (a/b/c)	AGL (ft) base	Leg (e.g. NE)	Type	# Units	Size
VHF TX/RX	Celwave	BA1312 INV	1	x		x	105.0	1.2	na	6.1	0	130.0	E	LDF4-50A	1	5/8"
900 Mhz Mobile Data	TX/RX Systems	101-90-08-00-01	1	x			114.0	3.5	na	38.0	0	130.0	E	LDF7-50A	1	5/8"
900 Mhz Tx F1-F5	TX/RX Systems	101-90-08-03-01	1	x			114.0	3.5	na	38.0	0	200.0	S	LDF7-50A	1	1 5/8"
900 Mhz Tx F6-F10	TX/RX Systems	101-90-08-03-01	1	x			114.0	3.5	na	38.0	0	200.0	E	LDF7-50A	1	1 5/8"
900 Mhz Rx only	Celwave	BMSU12-0-B1	1	x			240.0	6.6	na	92.0	0	229.0	N	LDF7-50A	1	1 5/8"
VHF TX/RX	Sinclair	SC218-HF3LDF d5Bd INV.	1		x		248.5	5.0	na	80.0	0	127.0	E	LDF4-50A	1	5/8"
SC218 Side Mount Kit	Sinclair	SMK-345-A7	1		x		na	na	na	130.0	na	127.0	E	na	na	na
standoff	Microflect	B1511	1	x			na	na	na		na	127.0	E	na	na	na
standoff	Microflect	B1511	1	x			na	na	na		na	127.0	E	na	na	na
standoff	Microflect	B1863	1	x			na	na	na		na	132.0	E	na	na	na
standoff	Microflect	B1863	1	x			na	na	na		na	200.0	S	na	na	na
standoff	Microflect	B1863	1	x			na	na	na		na	200.0	E	na	na	na
standoff	Microflect	B1863	1	x			na	na	na		na	200.0	N	na	na	na

Ground Equipment Equipment

List all equipment components installed in the compound or interior space not owned by the Tenant. Include battery information even if in owned shelter.

Ground Equipment				Equipment Status (mark with "x")			Equipment Dimensions				Equipment Details
Component	Manufacturer	Model	Quantity	Existing	New	To be Removed	Height (inches)	Width (inches)	Depth (inches)	Weight (lbs)	(e.g. generator KWs, battery type, operating requirements, etc.)

Licensor ID: 658958 / Camano Island CO
Licensor License ID: 658958-PUS-02

SECOND AMENDMENT TO LICENSE AGREEMENT

THIS SECOND AMENDMENT TO LICENSE AGREEMENT (“Second Amendment”), dated as of _____, 2022 (“Effective Date”), is by and between EIP Communications I, LLC, a Delaware limited liability company (“Licensor”), and Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation (“Licensee”).

WHEREAS, Licensor’s predecessor-in-interest (Verizon Northwest, Inc.) and Licensee entered into a License Agreement dated August 11, 2008, as amended by that certain First Amendment to License Agreement dated May 1, 2020 (collectively the “License”), whereby Verizon Northwest, Inc. leased to Licensee space on the Tower and other space within the communications facility (collectively, the “Licensed Premises”) located on a portion of the property located at 209 W. Camano Hill Road, Camano Island, Washington (“Property”).

WHEREAS, on January 14, 2019, Licensor acquired the Tower and the interest of Verizon Northwest, Inc. under the License, and entered into a Lease Agreement for land underlying the communication site subject to the License, including Licensee’s Licensed Premises.

WHEREAS, Licensor and Licensee desire to amend the License for the following: (i) Licensee’s installation of additional equipment; (ii) Licensee’s performance of equipment modifications; (iii) to adjust the License Fee; and (iv) to update Licensor's notice address.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree to amend the License Agreement as follows:

1. **New Exhibits.** Attached Exhibit B-2 Equipment replaces Exhibit B-1 and is made a part of the License.
2. **Section 2.1 License Fee.** Commencing on the first day of the first month immediately following the Effective Date, the License Fee in Section 2.1 is hereby increased by Two Hundred Twenty-Five and 00/100 Dollars (\$225.00) per month and shall escalate pursuant to the terms set forth in the License.
3. **Section 7 Notices.** Licensor’s notice address is updated as follows:

EIP Communications I, LLC
Two Allegheny Center
Nova Tower 2, Suite 1002
Pittsburgh, PA 15212
Attn: Legal Department / Site ID: 658958 (Camano Island CO)

4. **Notice to Proceed.** Licensee shall not proceed with the equipment modification(s) contemplated herein until all of Licensor’s conditions to receive a Notice to Proceed (“NTP”) have been completed to Licensor’s satisfaction and an NTP is issued.

- 5. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the License and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the License otherwise is unmodified and remains in full force and effect. Each reference in the License to itself shall be deemed also to refer to this Second Amendment.
- 6. **Capitalized Terms.** All capitalized terms used but not defined herein shall the same meanings as defined in the License.

IN WITNESS WHEREOF, Licensor and Licensee have caused their properly authorized representatives to execute and seal this Second Amendment as of the Effective Date.

LICENSOR:

EIP Communications I, LLC

By: _____
 Name: John P. Lemmon
 Title: EVP and General Counsel

LICENSEE:

Public Utility District No. 1 of Snohomish County

By: _____
 Name: _____
 Title: _____

EXHIBIT B-2

Licensee's Equipment

[Attached hereafter]

Collocation Application March 28, 2022

Construction Drawings prepared by NorthWest Tower Engineering, dated February 14, 2022

Everest Infrastructure Partners
Colocation Application


Application Date:	3/28/2022	Application Type (check one):	<input type="checkbox"/> New Install	<input checked="" type="checkbox"/> Amendment	<input type="checkbox"/> Renewal
General Information:					
<ul style="list-style-type: none"> Submit Application via EMAIL to the assigned Everest Project Manager or michael.culbert@everestinfrastructure.com Everest shall initiate ALL tower structural analyses at applicant's cost; applicant will be responsible for rooftop analyses* *See tab 4 for Everest approved rooftop structural vendors - no other vendor may be used without Everest pre-approval 					
Applicable Fee(s):					
<ul style="list-style-type: none"> Upon Everest's approval of the application and mount analysis (supplied by applicant from a vendor of its' choosing), any fee(s) associated with the application will be requested via a fee request letter. Payee and options for fee submission to be provided in fee request letter (Check or ACH required). The above-referenced fee(s) will be inclusive of the first tower structural analysis, engineering and administration Additional Fees on a site by site basis may also apply (i.e., structural reruns, modification designs, etc.) 					
Note: Fields/cells with drop down options are highlighted in yellow, please click on the down arrow to choose the applicable response					
Site Information:					
Everest Site ID:	658958	Customer Site ID:	CAMANO		
Everest Site Name:	Camano Island CO	Customer Site Name:	CAMANO		
Site Type (Choose One):	Guyed	Customer Project Name:			
Site Address (Street):	209 W. Camano Hill Rd.	Latitude (D-M-S):	48-11-20.0 N		
Site Address (City, State, ZIP):	Camano Island, WA 98282	Longitude (D-M-S):	122-29-43.0 W		
Applicant Contact Information:					
Company Name:	Snohomish Public Utility Distric #1	Primary Contact:	Ben Davis		
Company Address (Street):	PO Box 1107	Phone:	425-783-8465		
Company Address (City, State, ZIP):	Everett, WA 98206	Email:	BRDavis@SNOPUD.com		
Is DocuSign/Electronic Signature Accepted (Choose One):	Yes				
Tenant Name/Entity Information:					
Tenant Name:	Snohomish County PUD	State Incorporated In:	WA		
Tenant Legal Entity Name:	Snohomish Public Utility Distric #1	Notice Address (Street):	PO Box 1107		
Entity Type (LLC, Corp, etc.):	Public Utility	Notice Address (City, State, ZIP):	Everett, WA 98206		
Tenant Contact Information:					
Department	Name	Phone	Email		
Real Estate:	Moe Nave (Joint Use Manager)	425-783-4106			
Construction:	Ben Davis	425-783-8465	BRDavis@SNOPUD.com		
24/7 Contact (NOC):	Energy Control Center	425-783-5040	NA		

Everest Infrastructure Partners
Colocation Application



Ground Space Requirements and Description:		
Equipment Enclosure Type (Choose One):	Outdoor Shelter	*Choose from drop down
Generator (Proposed or Existing):		*Choose from drop down
Generator Type (Choose One):		*Choose from drop down
Generator Fuel Capacity (gallons):		*Fill in how many gallons of fuel the generator can accommodate
Generator Capacity in kW:		*Fill in the kW for generator

	Existing			Proposed <i>(Only if different from Existing or New)</i>		
	Length (ft)	Width (ft)	Total S/F	Length (ft)	Width (ft)	Total S/F
Equipment Area:	10.00	18.00	180.00			-
Generator Area (if separate):	4.00	10.00	40.00			-
Fuel Tank Area (if separate):			-			-
Total Leased Area:			220.00			-

Ground space notes (if any) or mark N/A: SNOPUD has separate private building. No changes to building or space. This application is for antenna add only

Power Requirements and Transport:

Power Location:		Required Voltage:	
Power Source:		Required Amperage:	

Power Notes (if any) or mark N/A: N/A

Transport: Note: for any formerly owned Frontier locations, Frontier has an exclusivity clause regarding fiber/telco/transport ("Service"); whereby the Tenant is required to obtain Service directly from Frontier or provide evidence to Everest that Frontier has waived rights to bring Service to the location.

Transport Notes (if any) or mark N/A: No change - Frontier T1 01.UHMA.097465.GTNW

Frequencies for proposed project (REQUIRED) - application will not be processed without providing the below:

Call Sign	Class of Station	Emission Designator	Transmit Frequency	Transmitter Output Power (watts)	Transmit ERP (dBm)	Receive Frequency
KNKV201	Mobile	NA	940.025	8	42.55	901.025
KNKV202	Mobile	NA	940.075	8	42.55	901.075
KNKV204	Mobile	NA	940.175	8	42.55	901.175



Note: Fields/cells with drop down options are highlighted in yellow, please click on the down arrow to choose the applicable response

TOWER EQUIPMENT (LIST ALL TOWER EQUIPMENT FROM HIGHEST TO LOWEST) - List ALL equipment components installed on the tower or ground space area, including mounting apparatus, ice bridges, etc.

Final Equipment Summary	
Quantity	Equipment
6	Ant-Panel
	Ant-MWave
	Ant-Omni
	Ant-Dipole
	RRU/RRH/ODU
	TMA
	OVP/Surge Prot.
	Diplexer
	Mount-Sector
	Ice Shield
1	Mount-HR kit
	Mount-Mast
	Bracket-Dual
7	Ant-Other
	Total

NOTE: THESE TABLES AUTOMATICALLY POPULATE BASED ON CRITERIA NOTED BELOW

Final Equipment Summary	
Quantity	Equipment
7	Heliacx
	Hybrid
	Fiber
	Ethernet
	Coax
	Power
	DC
7	Innerduct
	Total

Is Reserved Equipment to be included in (MUST Choose): **Mount Analysis: No Tower Structural Analysis: No**

Equipment			Equipment Status					Equipment Dimensions and CL					Orientation		Coax / Waveguide / Cable Information					
Component Type	Manufacturer	Model #	To be Removed	Existing	New	Reserved	Final Quantity	Height (in)	Width (in)	Depth (in)	Weight (lbs)	Equip CL (ft)	Azimuth (A/B/G/D)	Location on Tower	Type	Size	To be Removed	Exist	New or Reserved	Final Quantity
Ant-Omni	TX/RX Systems	101-90-08-00-01		1			1	114.0	3.5	na	38.0	130.0		E	Heliacx	1 5/8"		5		5
Ant-Omni	TX/RX Systems	101-90-08-03-01		1			1	114.0	3.5	na	38.0	200.0		S	Heliacx	5/8"		1		1
Ant-Omni	TX/RX Systems	101-90-08-03-01		1			1	114.0	3.5	na	38.0	200.0		E	Heliacx	1 5/8"			1	1
Ant-Omni	Celwave	BMSU12-0-B1		1			1	240.0	6.6	na	92.0	229.0		N						
Ant-Omni	Sinclair	SC218-HF3LDF d5Bd INV.		1			1	248.5	5.0	na	80.0	127.0		E						
SC218 Side Mount Kit	Sinclair	SMK-345-A7		1			1	na	na	na	130.0	127.0		E						
Standoff	Microflect	B1511		1			1	na	na	na		127.0		E						
Standoff	Microflect	B1863		1			1	36.0	72.0	na		132.0		E						
Standoff	Microflect	B1863		1			1	36.0	72.0	na	30.0	200.0		S						
Standoff	Microflect	B1863		1			1	36.0	72.0	na	30.0	200.0		E						
Standoff	Microflect	B1863		1			1	36.0	72.0	na	30.0	200.0		N						
Ant-Omni	Commscope	DB589-Y				1	1	110.0	1.5	na	11.5	229.0		NW						
Mount-Mast	SitePro1	LPM1				1	1	60.0	2.4	na	90.0	229.0		NW						

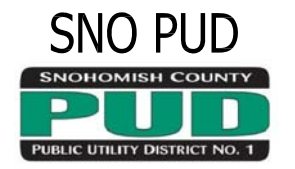
A/C ADJ. AFF APPROX. ASTM ATS AWG	AIR CONDITIONING ADJUSTABLE ABOVE FINISH FLOOR APPROXIMATELY AMERICAN SOCIETY FOR TESTING AND MATERIALS AUTOMATIC TRANSFER SWITCH AMERICAN WIRE GAUGE	GA. GALV. GC GEN. GLB GRND GWB	GAUGE GALVANIZE(D) GENERAL CONTRACTOR GENERATOR GLUE LAMINATED BEAM GROUND GYPSUM WALL BOARD	PL PLYWD. PR PROJ PROP PT	PROPERTY LINE PLYWOOD PAIR PROJECT PROPERTY PRESSURE TREATED	W WDW W/O W.P.	WEST WINDOW WITH WITHOUT WORKING POINT		REVISION
BLDG. BLK. B/S	BUILDING BLOCK BUILDING STANDARD	HDWD. HORIZ. HR HT. HVAC	HARDWOOD HORIZONTAL HOUR HEIGHT HEATING, VENTING AND AIR CONDITIONING	RCP REQ'D RM R.O. RX	REFLECTED CEILING PLAN REQUIRED ROOM ROUGH OPENING RECEIVE SIGNAL	\sphericalangle & @ § # ?	ANGLE AND AT CENTER LINE NUMBER PLATE		KEY NOTE
CLG CLR. CONC. CONST. CONT. CO.	CEILING CLEAR CONCRETE CONSTRUCTION CONTINUOUS COMPANY	IBC I.D. IN INFO INSUL. INT.	INTERNATIONAL BUILDING CODE INSIDE DIA. INCH INFORMATION INSULATION INTERIOR	S SCHED SHT SIM SPEC. SD SS STD STL STRUC SUSP. S.V.	SOUTH SCHEDULE SHEET SIMILAR SPECIFICATION SQUARE STAINLESS STEEL STANDARD STEEL STRUCTURAL SUSPENDED SHEET VINYL				DETAIL REFERENCE
DBL. DIA., ϕ DIAG. DIM. DN DTL., DETL. DWG.	DOUBLE DIAMETER DIAGONAL DIMENSION DOWN DETAIL DRAWING	LB(S)	POUND(S)	THRU TNND T.O. T.O.C. T.O.M. TS TX TYP.	THROUGH TINNED TOP OF TOP OF CONCRETE TOP OF MASONRY TUBE STEEL TRANSMIT SIGNAL TYPICAL				ELEVATION REFERENCE
E EA EL. ELEV ELECT. EQ. EQUIP. E.W. EX. EXT.	EAST EACH ELEVATION ELECTRICAL EQUAL EQUIPMENT EACH WAY EXISTING EXTERIOR	N N/A NIC NTS	NORTH NOT APPLICABLE NOT IN CONTRACT NOT TO SCALE	UG UL UNO	UNDERGROUND UNDERWRITERS' LAB UNLESS NOTED OTHERWISE				SECTION REFERENCE
FIN. FLUOR. FLR FT.	FINISH FLUORESCENT FLOOR FOOT, FEET	O.C. OD O.H. OPG. OPP	ON CENTER OUTSIDE DIAMETER OVERHEAD OPENING OPPOSITE	VERT. VCT VF	VERTICAL VINYL COMPOSITION TILE VERIFY IN FIELD				ELEVATION MARKER

ABBREVIATIONS AND SYMBOLS

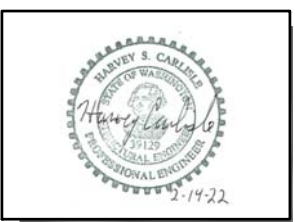
CAMANO ISLAND ANTENNA ADDITION PROJECT

PROJECT NAME:
SNO PUD / CAMANO ISLAND COMMUNICATION FACILITY

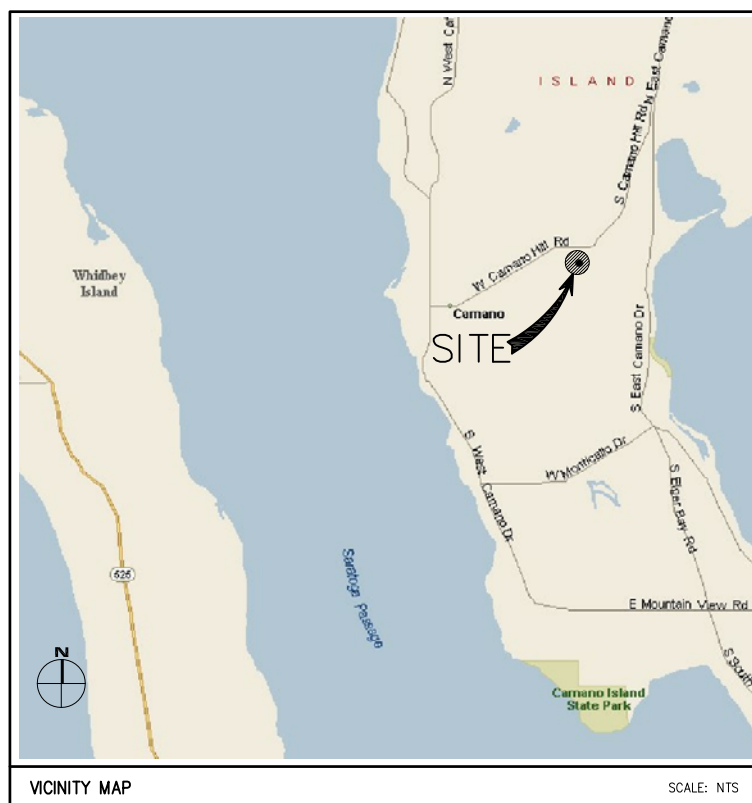
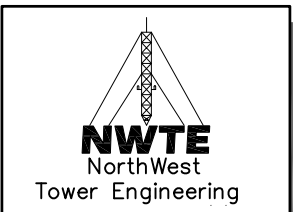
SNO PUD ANTENNA ADDITIONS WITH RADIO EQUIPMENT UPGRADES



12320 CALIFORNIA STREET
EVERETT, WA 98201
425.783.1012



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SITE NAME:
CAMANO ISLAND COMMUNICATION FACILITY

CONSTRUCTION AREA:
INSTALL (1) ANTENNA ON EX. TOWER AND EQUIPMENT INSIDE THE EXISTING COMMUNICATIONS BUILDING

SITE ADDRESS:
209 W. CAMANO HILL ROAD
CAMANO ISLAND, WA 98282

APPLICANT:
SNO PUD
12320 CALIFORNIA STREET
EVERETT, WA 98201
TEL: 425.783.1012

PARCEL NUMBER:
R-23112-260-2500

LAND OWNER:
EVEREST INFRASTRUCTURE PARTNERS
TWO ALLEGHENY CENTER
NOVA TOWER 2, SUITE 703
PITTSBURGH, PA 15212
TEL: ...
CONTACT: ...

ZONING:
RA (RURAL AGRICULTURE)

TOWER OWNER:
EVEREST INFRASTRUCTURE PARTNERS
TWO ALLEGHENY CENTER
NOVA TOWER 2, SUITE 703
PITTSBURGH, PA 15212

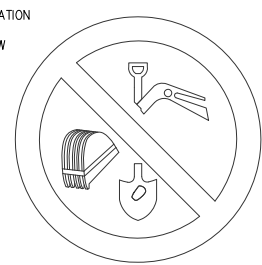
JURISDICTION:
ISLAND COUNTY - CAMANO ANNEX
121 N.EAST CAMANO DRIVE
CAMANO ISLAND, WA 98282
TEL: 360.387.3443

POWER COMPANY:
PUGET SOUND ENERGY

GENERAL PROJECT DESCRIPTION:
THE SNOHOMISH COUNTY PUD IS PROPOSING TO UPGRADE AND MODERNIZE THEIR EXISTING TECHNOLOGY INFRASTRUCTURE. THE PROJECT BLUEPRINT WILL PROVIDE PUD WITH THE ABILITY TO DEPLOY ADVANCED METERING CAPABILITY THROUGHOUT THEIR SERVICE AREA. THE INFRASTRUCTURE PLAN WILL ADD NEW ANTENNAS AND ENHANCED RADIO EQUIPMENT TO MEET THE GOALS OF THE "CONNECT UP" PROJECT. THE CAMANO ISLAND PROJECT WILL CONSIST OF THE FOLLOWING TASK ITEMS:
INSTALL ONE (1) NEW OMNI ANTENNA ON THE 230'-0" GUYED TOWER. INSIDE THE EXISTING EQUIPMENT SHELTER, NEW RADIO EQUIPMENT WILL BE ADDED TO AN EXISTING SEISMIC RACK TO SUPPORT THE ADVANCED METERING PROGRAM. THE PROPOSED PROJECT WILL UTILIZE THE CURRENT ELECTRICAL SERVICE, NO WATER, SEWER OR OTHER UTILITIES WILL BE REQUIRED FOR COMPLETION. NO SOIL EXCAVATION OR GROUND DISTURBANCE WILL TAKE PLACE DURING THE COURSE OF THIS PROJECT.

PROJECT SUMMARY

DIG ALERT: CALL BEFORE YOU DIG:
CALL FOR UNDERGROUND UTILITIES LOCATION PRIOR TO ANY EXCAVATION, PER: WASHINGTON LAW: CHAPTER 19.122 RCW UNDERGROUND UTILITIES
CALL: 1-800-424-5555



NOTES

PARCEL NUMBER: R-23112-260-2500

LEGAL DESCRIPTION:
TCO 15-21 & 24 STATE TAX COMM, NORTH 310' OF THE EAST 310' OF THE NE SW T6W RD R/A IN SE NW FORMERLY 295 2500 T6W E2 AF#88002568 T6W E2 AF#92022052.

LEGAL DESCRIPTION

SHEET NUMBER:	DESCRIPTION:
T-1	TITLE SHEET
T-2	GENERAL NOTES
S-1	PROPERTY PLAN / SITE PLAN
S-2	PROJECT PLAN
S-3	SOUTH ELEVATION, EAST ELEVATION
S-3.1	PROPOSED ANTENNA LOCATIONS
S-4	CONSTRUCTION DETAILS
S-5	ANTENNA DETAILS

SHEET INDEX

DOCUMENT REVIEW

OWNER	_____	DATE	_____
PERMIT MANAGER	_____	DATE	_____
RF ENGINEER	_____	DATE	_____
PROJECT MANAGER	_____	DATE	_____
CONSTR. MANAGER	_____	DATE	_____

APPROVALS

ENGINEER
NWTE
3426 BROADWAY, SUITE 302
EVERETT, WA 98201-5079
TEL: 425.258.4248
FAX: 425.258.4289
CONTACT: ERIC SLADKY

STRUCTURAL ENGINEER
NWTE
3426 BROADWAY, SUITE 302
EVERETT, WA 98201-5079
TEL: 425.258.4248
FAX: 425.258.4289
CONTACT: STEVEN DIAMOND

PERMITTING
NWTE
3426 BROADWAY, SUITE 302
EVERETT, WA 98201-5079
TEL: 425.258.4248
FAX: 425.258.4289
CONTACT: ERIC SLADKY

PROJECT TEAM

RELEASE

DATE	DESCRIPTION
28JAN22	PERMIT REVIEW SET
14FEB22	BUILDING PERMIT SET

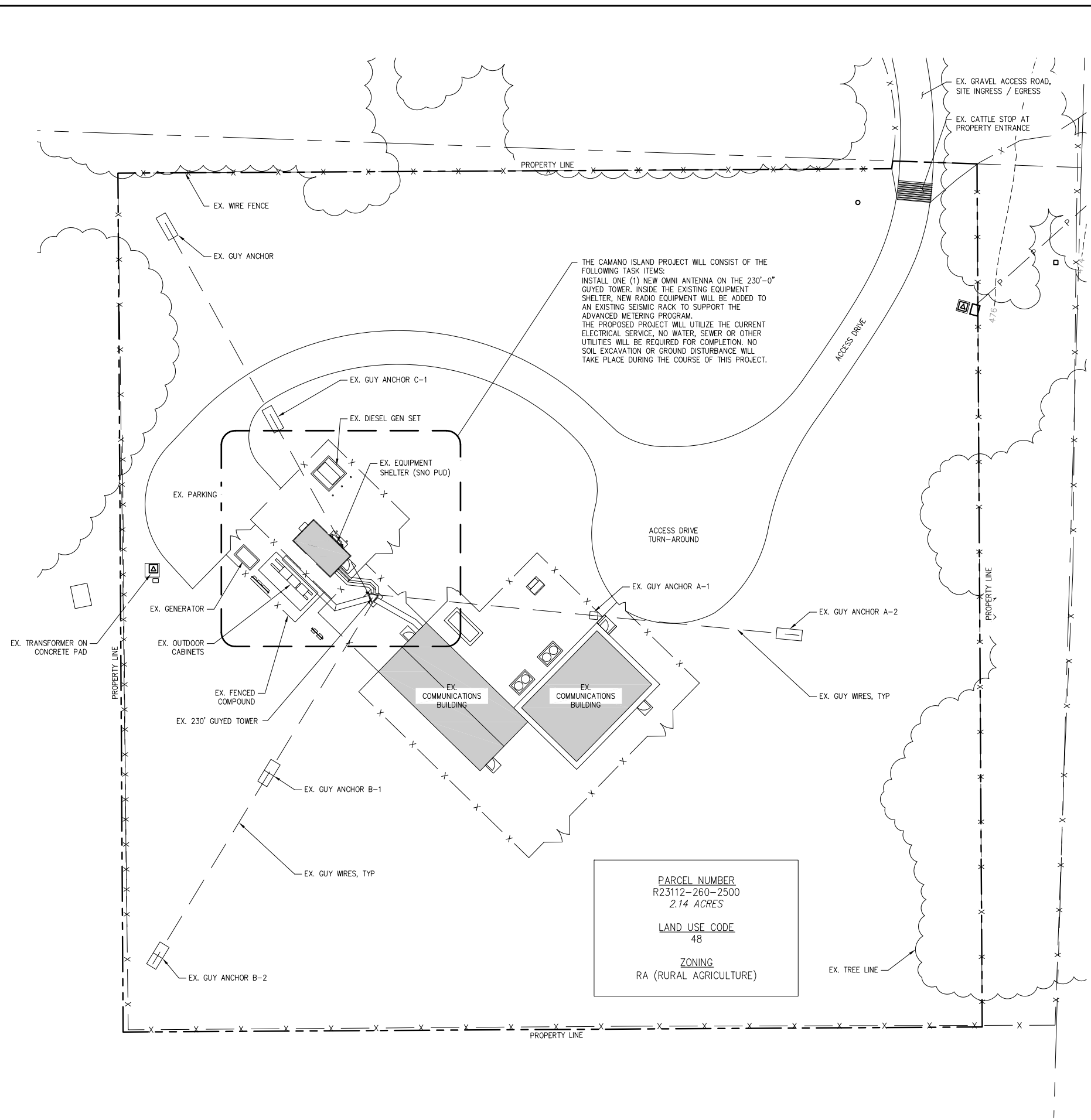
SITE NAME
CAMANO ANTENNA ADDITION PROJECT
CAMANO IS. COMMUNICATION FACILITY

SITE ADDRESS
195 W. CAMANO HILL ROAD
CAMANO ISLAND, WA 98282

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

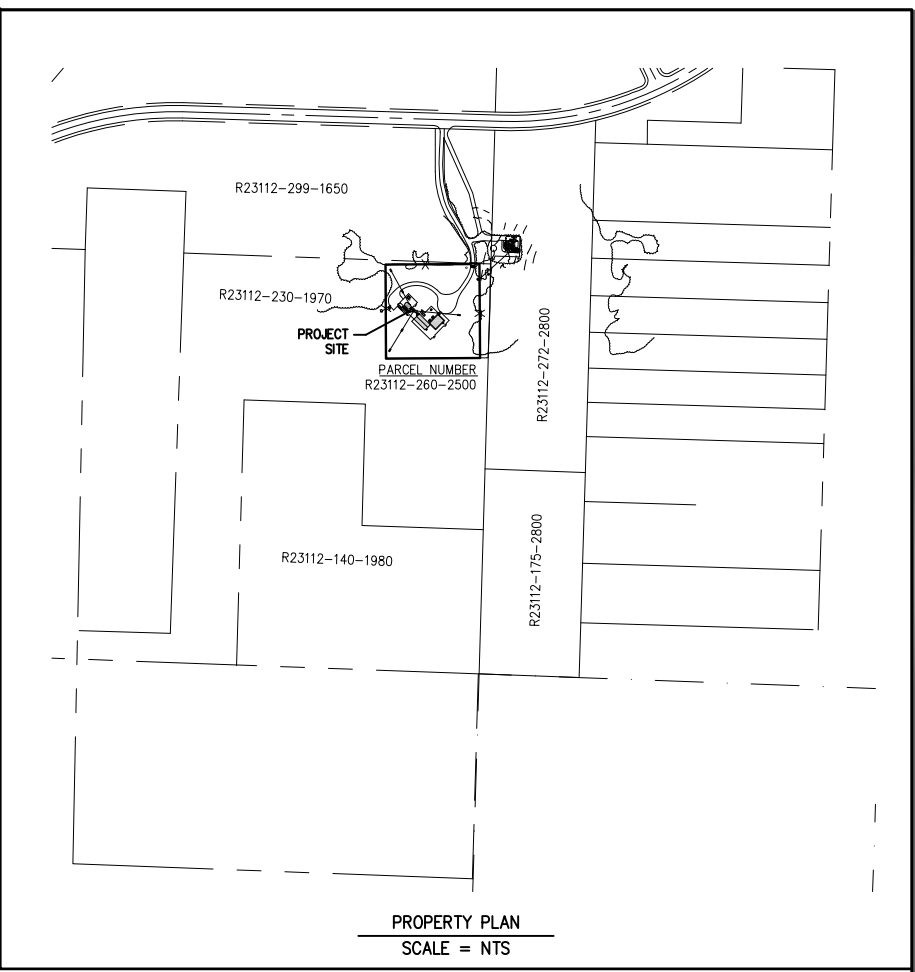
PLOT SCALE: 1:1 @ 24"x36"; 1:2 @ 11"x17"



PARCEL NUMBER
R23112-260-2500
2.14 ACRES

LAND USE CODE
48

ZONING
RA (RURAL AGRICULTURE)

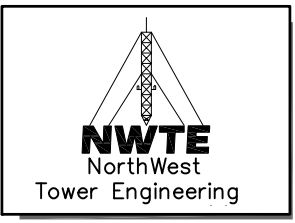


SNO PUD
 SNOHOMISH COUNTY
PUD
 PUBLIC UTILITY DISTRICT NO. 1
 12320 CALIFORNIA STREET
 EVERETT, WA 98201
 425.783.1012



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RELEASE	
DATE	
28JAN22	PERMIT REVIEW SET
14FEB22	BUILDING PERMIT SET

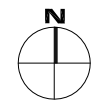
SITE NAME
CAMANO ANTENNA ADDITION PROJECT
CAMANO IS. COMMUNICATION FACILITY

SITE ADDRESS
195 W. CAMANO HILL ROAD
CAMANO ISLAND, WA 98282

SHEET TITLE
PROPERTY PLAN / SITE PLAN

SHEET NUMBER
S-1

PLOT SCALE: 1:1 @ 24"x36"; 1:2 @ 11"x17"

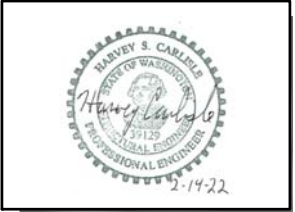


0 10' 20' 40' SCALE: 1" = 20'-0" 20

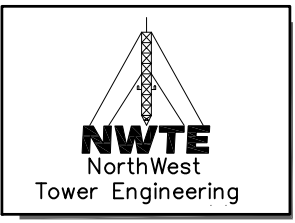
ONLY THE PROPOSED ANTENNAS AT THE TOP OF THE TOWER ARE SHOWN IN PLAN VIEW FOR CLARITY. SEE SHEETS S-3 AND S-3.1 FOR ADDITIONAL ANTENNA INFORMATION

ANTENNA NOTE

SNO PUD
 SNOHOMISH COUNTY
PUD
 PUBLIC UTILITY DISTRICT NO. 1
 12320 CALIFORNIA STREET
 EVERETT, WA 98201
 425.783.1012



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RELEASE	
DATE	
28JAN22	PERMIT REVIEW SET
14FEB22	BUILDING PERMIT SET

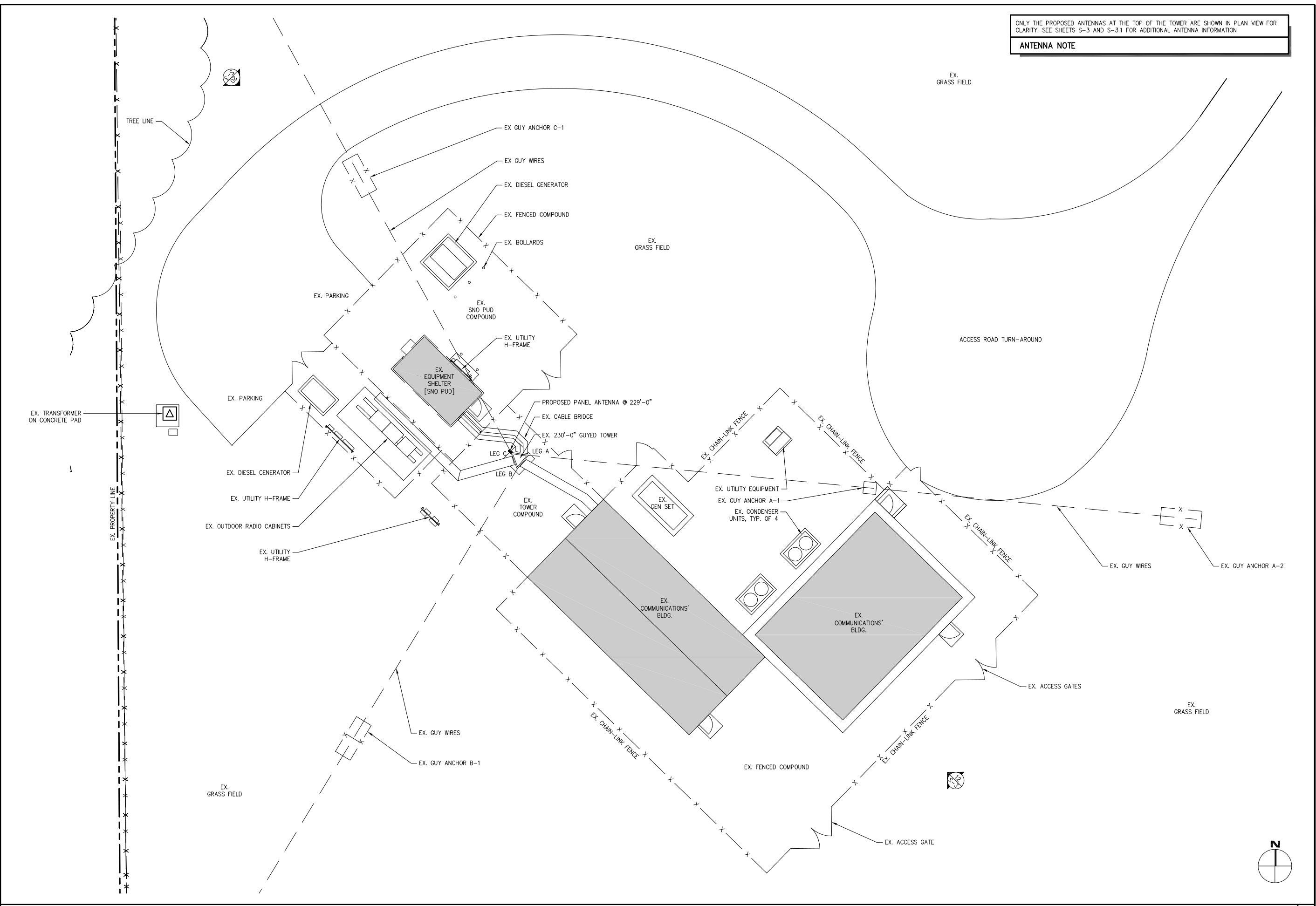
SITE NAME
 CAMANO ANTENNA ADDITION PROJECT
 CAMANO IS. COMMUNICATION FACILITY

SITE ADDRESS
 195 W. CAMANO HILL ROAD
 CAMANO ISLAND, WA 98282

SHEET TITLE
 PROJECT PLAN

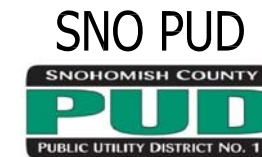
SHEET NUMBER
 S-2

PLOT SCALE: 1:1 @ 24"x36"; 1:2 @ 11"x17"

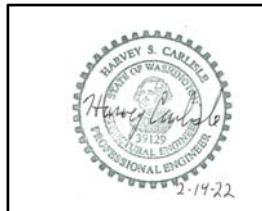


CONTRACTOR TO REFER TO STRUCTURAL ANALYSIS REPORT BY NORTHWEST TOWER ENGINEERING FOR FULL TOWER INVENTORY AND APPURTENANCE MODIFICATIONS.
 REPORT #221148.04, DATED FEBRUARY 14, 2022

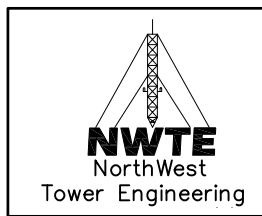
TOWER NOTE



12320 CALIFORNIA STREET
 EVERETT, WA 98201
 425.783.1012



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RELEASE	
DATE	
28JAN22	PERMIT REVIEW SET
14FEB22	BUILDING PERMIT SET

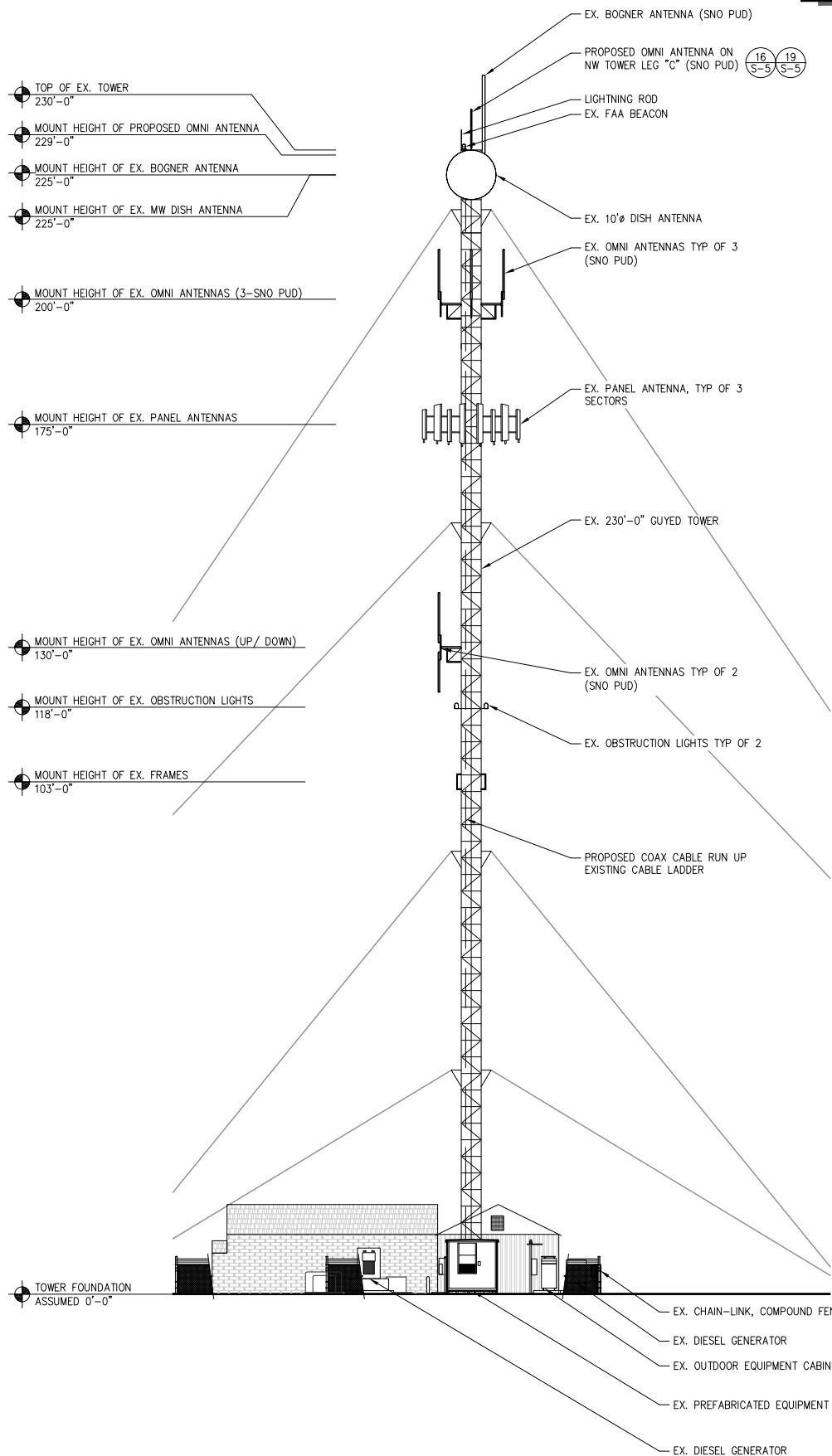
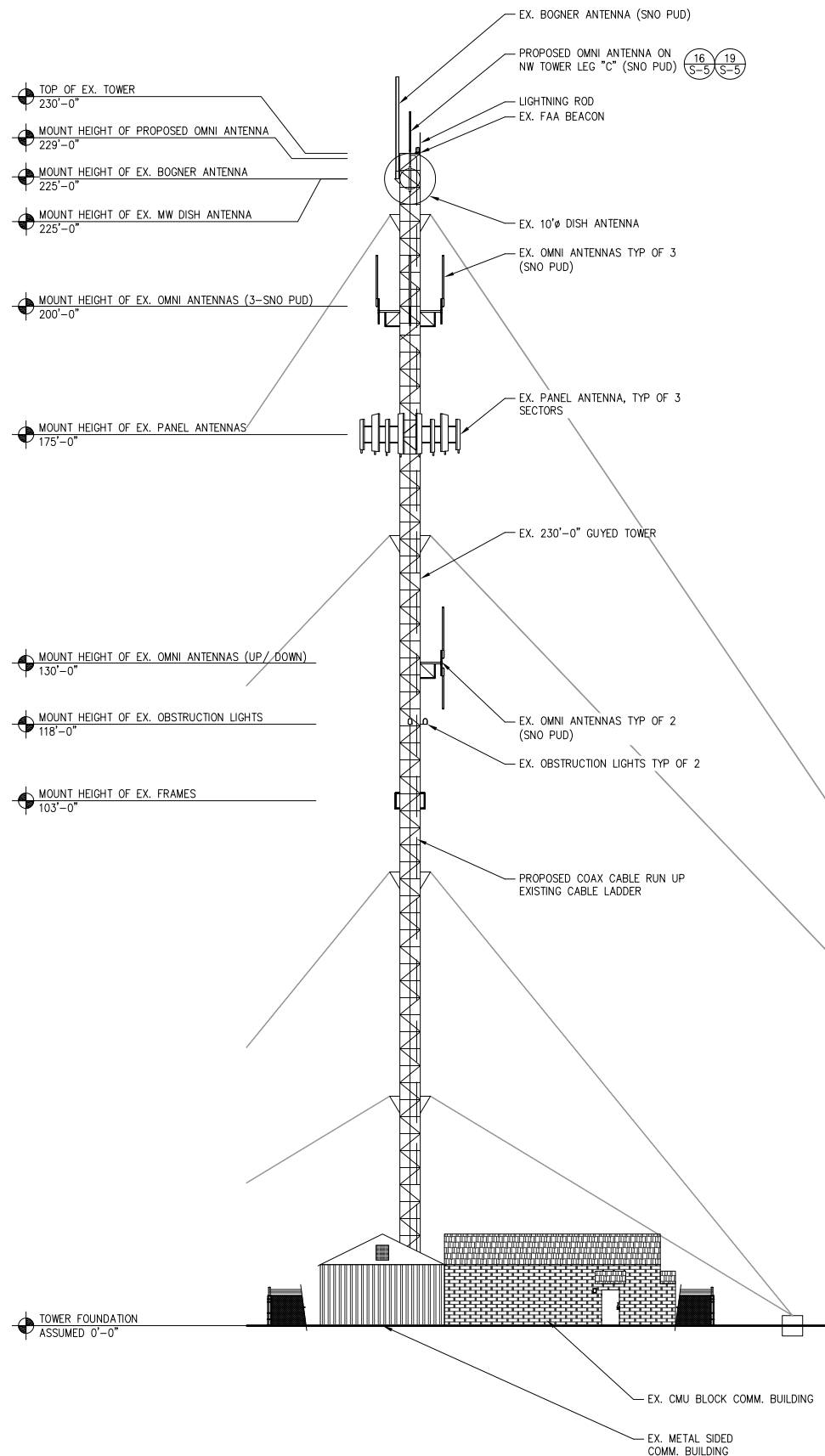
SITE NAME
 CAMANO ANTENNA ADDITION PROJECT
 CAMANO IS. COMMUNICATION FACILITY

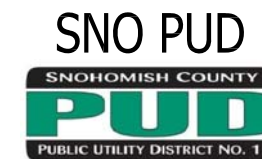
SITE ADDRESS
 195 W. CAMANO HILL ROAD
 CAMANO ISLAND, WA 98282

SHEET TITLE
 SOUTHEAST ELEVATION
 NORTHWEST ELEVATION

SHEET NUMBER
 S-3

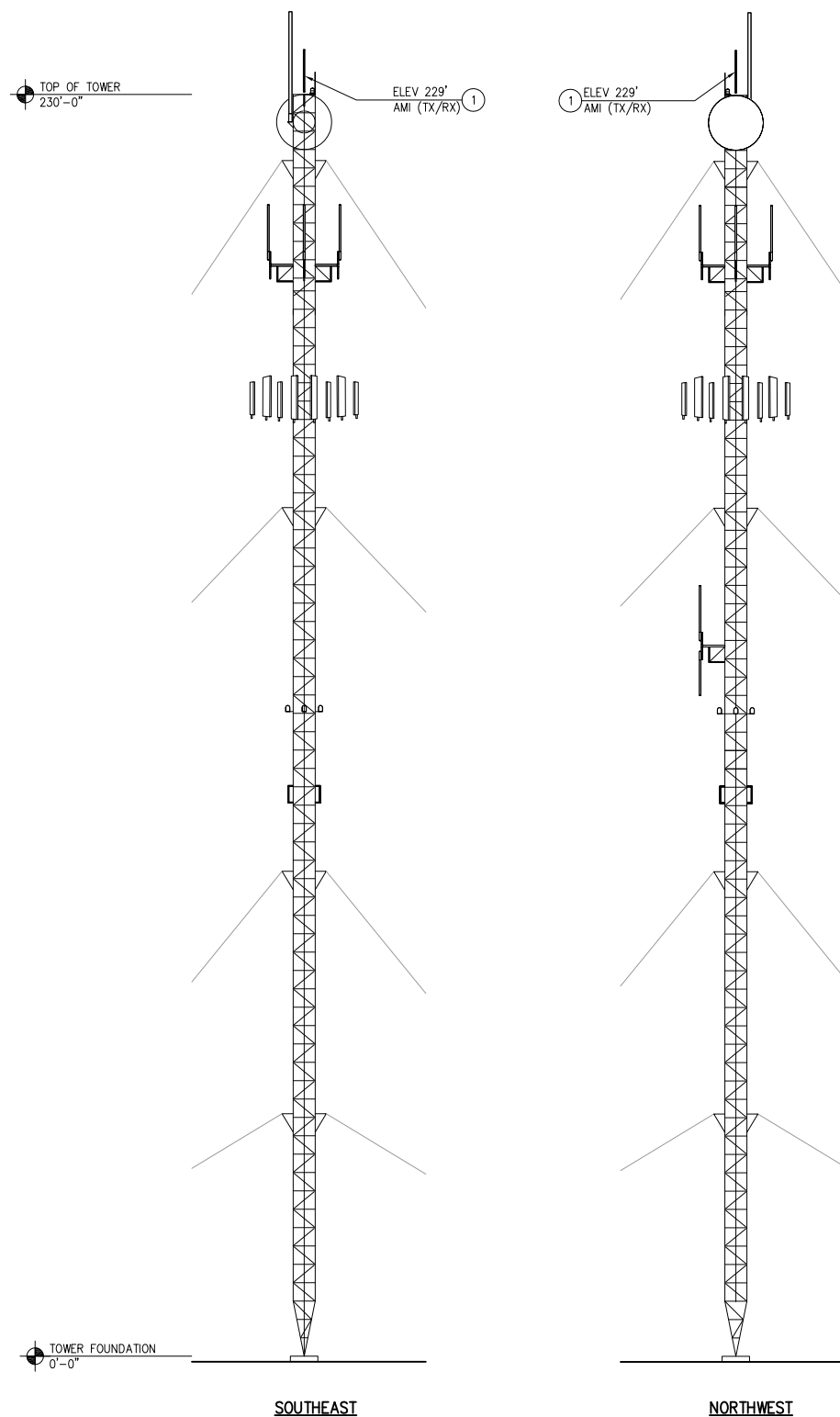
PLOT SCALE: 1:1 @ 24"x36"; 1:2 @ 11"x17"





12320 CALIFORNIA STREET
EVERETT, WA 98201
425.783.1012

CAMANO ISLAND ANTENNAS								
LEG	ANT#	PURPOSE	PROPOSED ANTENNA MANUFACTURER AND MODEL	HEIGHT	COAX	MOUNT SPECIFICATION	ANTENNA AZIMUTH	NOTES
LEG "C"	1	ADVANCED METERING INFRASTRUCTURE	COMMSCOPE DB589-Y	229'-0"	AVA7-50 1-5/8"	TAM-2U	OMNI	TX/RX ANTENNA

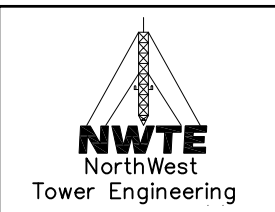


CONTRACTOR TO REFER TO STRUCTURAL ANALYSIS REPORT BY NORTHWEST TOWER ENGINEERING FOR FULL TOWER INVENTORY AND APPURTENANCE MODIFICATIONS.
REPORT #221148.04, DATED FEBRUARY 14,, 2022

TOWER NOTE



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RELEASE	
DATE	
28JAN22	PERMIT REVIEW SET
14FEB22	BUILDING PERMIT SET

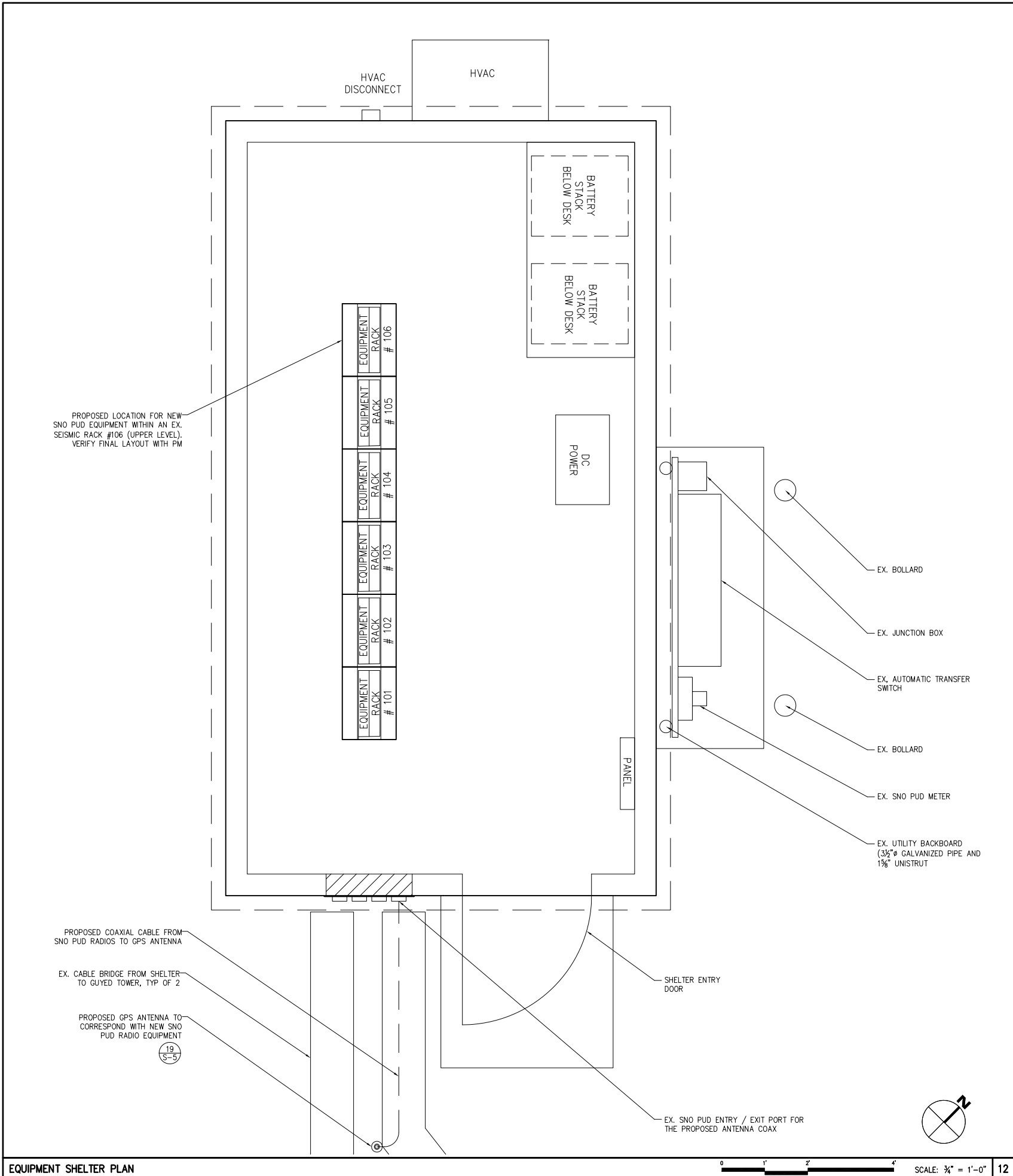
SITE NAME
CAMANO ANTENNA ADDITION PROJECT
CAMANO IS. COMMUNICATION FACILITY

SITE ADDRESS
195 W. CAMANO HILL ROAD
CAMANO ISLAND, WA 98282

SHEET TITLE
PROPOSED ANTENNA LOCATIONS

SHEET NUMBER
S-3.1

PLOT SCALE: 1:1 @ 24"x36"; 1:2 @ 11"x17"



PROPOSED LOCATION FOR NEW SNO PUD EQUIPMENT WITHIN AN EX. SEISMIC RACK #106 (UPPER LEVEL). VERIFY FINAL LAYOUT WITH PM

THE EXISTING EQUIPMENT RACKS ARE RATED FOR SEISMIC ACTIVITY. RACK DIMENSIONS ARE 20.25"L X 15"W X 7'-0"H. EXISTING RACKS ARE INSTALLED WITH FOUR (4) TOTAL, HILTI KWIK BOLT T22, STAINLESS STEEL, 1/2" EXPANSION ANCHORS INTO THE EX. FLOOR SLAB. THE PROPOSED RADIO EQUIPMENT TO BE INSTALLED BY SNO PUD WILL NOT EXCEED 300 POUNDS.

EQUIPMENT NOTE

CAUTION

Beyond this point:
Radio frequency fields at this site may exceed FCC rules for human exposure.

For your safety, obey all posted signs and site guidelines for working in radio frequency environments.

In accordance with Federal Communications Commission rules on radio frequency emissions #1 CFR 1.1307(b).

RADIO FREQUENCY SIGN SCALE: NTS 17

SNO PUD
 SNOHOMISH COUNTY
PUD
 PUBLIC UTILITY DISTRICT NO. 1

12320 CALIFORNIA STREET
 EVERETT, WA 98201
 425.783.1012

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RELEASE	
DATE	
28JAN22	PERMIT REVIEW SET
14FEB22	BUILDING PERMIT SET

SITE NAME
 CAMANO ANTENNA ADDITION PROJECT
 CAMANO IS. COMMUNICATION FACILITY

SITE ADDRESS
 195 W. CAMANO HILL ROAD
 CAMANO ISLAND, WA 98282

SHEET TITLE
 CONSTRUCTION DETAILS

SHEET NUMBER
 S-4

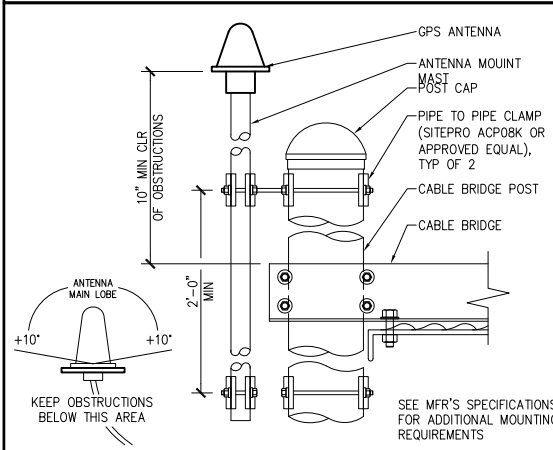
PLOT SCALE: 1:1 @ 24"x36"; 1:2 @ 11"x17"

PROPOSED ANTENNA INFORMATION

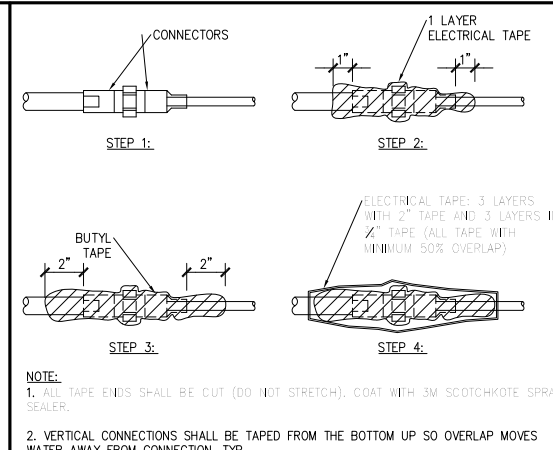
CAMANO ISLAND ANTENNAS								
LEG	ANT#	PURPOSE	PROPOSED ANTENNA MANUFACTURER AND MODEL	HEIGHT	COAX	MOUNT SPECIFICATION	ANTENNA AZIMUTH	NOTES
LEG "C"	1	ADVANCED METERING INFRASTRUCTURE	COMMSCOPE DB589-Y	229'-0"	AVA7-50 1-5/8"	TAM-2U	OMNI	TX/RX ANTENNA

ANTENNA SCHEDULE

SCALE: NONE 17



GPS ANTENNA @ CABLE BRIDGE SCALE: NTS 10



CABLE CONNECTOR WATERPROOFING SCALE: NTS 14

CAUTION

Beyond this point:
Radio frequency fields at this site may exceed FCC rules for human exposure.

For your safety, obey all posted signs and site guidelines for working in radio frequency environments.

In accordance with Federal Communications Commission rules on radio frequency emissions 47 CFR 1.1307(b).

RADIO FREQUENCY SIGN SCALE: NTS 18

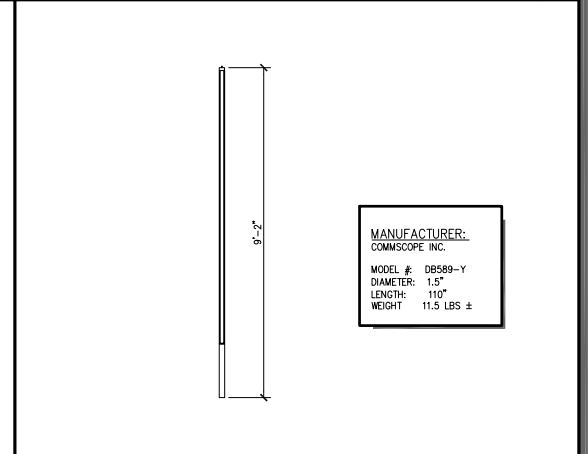
ITEM	QTY	PART NO.	PART DESCRIPTION	LENGTH	UNIT WT.	NET WT.
1	1	OPB	LOWER GATE FOOT WELDMENT	13.72	13.72	
2	1	OWB	UPPER GATE FOOT WELDMENT	13.80	13.80	
3	2	GBB	GATE BACKING BAR	4.83	9.66	
4	1	Q13B-13	1/2" x 13" GALV. THREADED ROD	0.83	0.83	
4-1	2	Q13B-12	1/2" x 12" GALV. THREADED ROD	0.87	1.74	
8	24	Q12NUT	1/2" HDG HEAVY ZN HEX NUT	0.07	1.72	
13	24	Q12WF	1/2" HDG WFLT W/FLASKER	0.03	0.83	
5	28	Q12LV	1/2" HDG LOCKWASHER	0.01	0.38	
6	2	KUAPW	UNIVERSAL ANGLE TUBE 9"	9.21	18.42	
13	2	K12NUT	1/2" HDG ANGLE HEX NUT	0.07	0.14	
13	2	A1008	1/2" x 8" ANGLE BOLT	0.44	0.88	
11	4	K4B1212	1/2" x 3-1/2" x 4-1/2" x 2" GALV. U-BOLT	0.66	2.63	
11	4	K4B100	1/2" x 8" x 8" x 2" GALV. U-BOLT	0.70	2.79	
TOTAL WT #						78.94

TOLERANCE NOTES

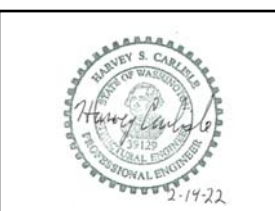
TOLERANCES ON DIMENSIONS UNLESS OTHERWISE NOTED ARE:
 SPACED, FINISHED AND GAS CUT EDGES: ±0.005"
 DRILLED AND GAS CUT HOLES: ±0.005" - NO CHAMFER OF HOLES
 LARGER CUT EDGES AND HOLES: ±0.010" - NO CHAMFER OF HOLES
 BENDS ARE ± 1/2 DEGREE
 ALL OTHER MACHINING: ±0.005"
 ALL OTHER ASSEMBLY: ±0.005"

MANUFACTURER:
COMMSCOPE, INC.
MODEL # DB589-Y
DIAMETER: 1.5"
LENGTH: 110"
WEIGHT: 11.5 LBS ±

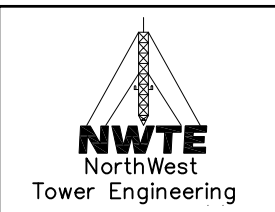
PANEL ANTENNA MOUNT (TAM-2) SCALE: NTS 16



OMNI SPECIFICATION (DB589-Y) SCALE: 3/8"= 1'-0" 19



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RELEASE	
DATE	
28JAN22	PERMIT REVIEW SET
14FEB22	BUILDING PERMIT SET

SITE NAME
CAMANO ANTENNA ADDITION PROJECT
CAMANO IS. COMMUNICATION FACILITY

SITE ADDRESS
195 W. CAMANO HILL ROAD
CAMANO ISLAND, WA 98282

SHEET TITLE
ANTENNA DETAILS

SHEET NUMBER
S-5

PLOT SCALE: 1:1 @ 24"x36"; 1:2 @ 11"x17"



BUSINESS OF THE COMMISSION

Meeting Date: August 16, 2022

Agenda Item: 5E

TITLE

Consideration of a Resolution Amending Prior Resolutions Designating an Authorized Representative and Alternate to Obtain Funding From and Coordinate Matters Relating to the District’s Requests for Certain Disaster Assistance Funds From Appropriate Federal and State Agencies for Multiple FEMA Events

SUBMITTED FOR: Items for Individual Consideration

<u>Finance</u>	<u>Jim Herrling/Lesley Maas</u>	<u>8303/8602</u>
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing: _____		
Estimated Expenditure: _____		Presentation Planned <input type="checkbox"/>

ACTION REQUIRED:

- Decision Preparation
- Policy Discussion
- Policy Decision
- Statutory
- Incidental (Information)
- Monitoring Report

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:
Utilities are provided at the lowest possible cost consistent with sound business principles (Ends Policy 5.)

The Washington State Military Department (“State Emergency Management”) is responsible for coordinating the disbursement of federal and state disaster funds, including funds provided by the Federal Emergency Management Agency (“FEMA”). The State Emergency Management department requires the District to appoint an authorized representative and an alternate to coordinate the District’s requests for assistance. Historically the District has appointed James Herrling as the District’s authorized representative and Janet Barnes as the alternate representative, and a separate resolution appointing these representatives has been brought for the Board’s approval for each event for which such disaster funds are available.

Because of organizational and staffing changes it is necessary to name a new authorized representative and alternate representative for all of the FEMA incidents that are currently open. The attached resolution amends the Board’s prior resolutions, including but not limited to

Resolution Nos. 6054, 6007, 5959, 5960, 5897, 5576, 5766, and 5679, and appoints Lesley Maas as the District's authorized representative and Shawn Hunstock as the alternate, for the purpose of requesting federal and state disaster assistance funds for the incidents set forth in these prior resolutions.

List Attachments:
Resolution

RESOLUTION NO. _____

A RESOLUTION Amending Prior Resolutions Designating an Authorized Representative and Alternate to Obtain Funding From and Coordinate Matters Relating to the District's Requests for Certain Disaster Assistance Funds From Appropriate Federal and State Agencies for Multiple FEMA Events

WHEREAS, federal disaster relief funds are provided by the Federal Emergency Management Agency ("FEMA"), administered through the Washington State Military Department ("State Emergency Management"), to entities affected by severe events that are declared disasters; and

WHEREAS, the State Emergency Management department requires Public Utility District No. 1 of Snohomish County (the "District") to formally appoint an authorized representative and alternate representative to coordinate requests for disaster recovery assistance; and

WHEREAS, the District has appointed such representatives and sought disaster recovery assistance funds from appropriate federal and state agencies for a number of prior events, including but not limited to severe storm events occurring in January 2012 (Resolution No. 5576), December 2018 (Resolution No. 5897), January and February 2020 (Resolution No. 5960), December and January 2021 (Resolution No. 6007), and November and December 2021 (Resolution No. 6054), November 2015 (Resolution No. 5766), and March 2014 (Resolution No. 5679), and the ongoing COVID-19 Pandemic Outbreak (Resolution 5959); and

WHEREAS, because of organizational and staffing changes it is necessary to amend these prior resolutions to name a new authorized representative and alternate representative for all of the FEMA events that are currently open.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 1 of Snohomish County, Washington, that Lesley Maas is appointed as the District's

authorized representative and Shawn Hunstock is appointed as the alternate, for the purpose of requesting federal and state disaster assistance funds for all of the declared events which remain open, and Resolutions Nos. 6054, 6007, 5959, 5960, 5897, 5576, 5766, and 5679 are hereby amended to reflect these appointments.

PASSED AND APPROVED this 16th day of August, 2022.

President

Vice-President

Secretary



BUSINESS OF THE COMMISSION

Meeting Date: August 16, 2022

Agenda Item: 5F

TITLE:

Consideration of a Resolution Appointing Shawn D. Hunstock as Deputy Auditor for the District

SUBMITTED FOR: Items for Individual Consideration

General Accounting/Finance Division	Scott Jones	8356
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing:	_____	
Estimated Expenditure:	_____	Presentation Planned <input type="checkbox"/>

ACTION REQUIRED:

- Decision Preparation
- Policy Discussion
- Policy Decision
- Statutory
- Incidental (Information)
- Monitoring Report

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

RCW 54.24.010 - ... All District funds shall be paid to the treasurer and shall be disbursed by him only on warrants issued by an auditor appointed by the commission, upon orders or vouchers approved by it...

Attached is a resolution appointing Shawn D. Hunstock, Accounting Manager, as the District's Deputy Auditor, replacing Tami King who has separated from the District and Angela Johnston, who has transitioned to a new role.

List Attachments:
Resolution

RESOLUTION NO. _____

A RESOLUTION Appointing Shawn D. Hunstock as a Deputy Auditor of the District

WHEREAS, by Resolution No. 5380 the Commission appointed Julia Anderson as the District Auditor effective October 6, 2008; and

WHEREAS, the Commission appointed Tami King and Angela M. Johnston to serve as Deputy Auditors by Resolutions No. 5347 and 5958, respectively; and

WHEREAS, the duties of the Auditor include the certification of invoices and ratification of checks and warrants as well as periodic cashier audits which must be performed on a timely basis; and

WHEREAS, Ms. King has separated from employment with the District, and Ms. Johnston moved to a new position, leaving both of the Deputy Auditor positions vacant; and

WHEREAS, the Commission has considered the experience, education, and knowledge of Shawn D. Hunstock, Accounting Manager, and finds that he is in all respects qualified to be a District Deputy Auditor.

NOW, THEREFORE, BE IT RESOLVED that Shawn D. Hunstock is hereby appointed a District Deputy Auditor of Public Utility District No. 1 of Snohomish County. This appointment becomes effective on September 1, 2022.

PASSED AND APPROVED this 16th day of August, 2022.

President

Vice-President

Secretary



BUSINESS OF THE COMMISSION

Meeting Date: August 16, 2022

Agenda Item: 5G

TITLE

Consideration of a Resolution Appointing Angela Johnston as Treasurer of the District

SUBMITTED FOR: Items for Individual Consideration

<u>Finance</u>	<u>Scott Jones</u>	<u>8356</u>
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing: _____		
Estimated Expenditure: _____		Presentation Planned <input type="checkbox"/>

ACTION REQUIRED:

- Decision Preparation
- Policy Discussion
- Policy Decision
- Statutory
- Incidental (Information)
- Monitoring Report

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

RCW 54.24.010 – The Treasurer of the county in which a utility district is located shall be ex officio treasurer of the district: PROVIDED, That the commission by resolution may designate some other person having experience in financial and fiscal matters as treasurer of the utility district.

The Senior Manager of Treasury and Risk Management position performs many essential treasury functions. In June 2018, the Commission appointed James Herrling, who at that time, held the position of Senior Manager of Treasury, Risk Management and Supply Chain to serve as District Treasurer. Mr. Herrling has announced his retirement from the District and Angela Johnston has been named Senior Manager of Treasury and Risk Management, effective September 1, 2022.

The attached resolution recommends the appointment of Angela Johnston as the District’s Treasurer, effective September 1, 2022. Ms. Johnston has fulfilled the Treasury functions, served as Banking and Fiscal Coordinator, and served as Deputy Treasurer until the appointment of Lauren Way as the District’s Deputy Treasurer by Resolution No. 5957, adopted May 19, 2020.

List Attachments:
Resolution

RESOLUTION NO. _____

A RESOLUTION Appointing Angela Johnston as Treasurer of the District

WHEREAS, by Resolution No. 5856, the Commission appointed James Herrling as Treasurer of Public Utility District No. 1 of Snohomish County (the “District”); and

WHEREAS, Mr. Herrling has announced his retirement from the District and Angela Johnston has been named Senior Manager of Treasury and Risk Management, effective September 1, 2022; and

WHEREAS, Ms. Johnston has fulfilled the District’s Treasury functions, served as Banking and Fiscal Coordinator, and served as Deputy Treasurer until the appointment of Lauren Way as Deputy Treasurer in May 2020; and

WHEREAS, the CEO/General Manager recommends that the Commission appoint Ms. Johnston to the position of Treasurer of the District.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 1 of Snohomish County, Washington, that, based upon the recommendation of staff, appoints Angela Johnston as Treasurer of the District, effective September 1, 2022.

PASSED AND APPROVED this 16th day of August, 2022.

President

Vice-President

Secretary



BUSINESS OF THE COMMISSION

Meeting Date: August 16, 2022

Agenda Item: 6

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:

- Decision Preparation
- Policy Discussion
- Policy Decision
- Statutory
- Incidental (Information)
- Monitoring Report

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: August 16, 2022

Agenda Item: 7A

TITLE

Commission Reports

SUBMITTED FOR: Commission Business

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:

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: August 16, 2022

Agenda Item: 7B

TITLE:

Commissioner Event Calendar

SUBMITTED FOR: Commission Business

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:

The Commissioner Event Calendar is enclosed for Board review.

List Attachments:

Commissioner Event Calendar

Commissioner Event Calendar – 2022

August 2022

August 3 - 5:

Public Power Council/PNUCC Meetings
Portland, OR
(Logan)

August 9:

Stilly Valley Chamber Meeting
Arlington, WA 12:00 p.m. – 1:30 p.m.
(Logan)

August 17:

PUD Safety Days
Everett, WA 8:30 a.m. – 3:30 p.m.
(~~Olson~~/Logan)

August 18:

PUD Safety Days
Everett, WA 8:30 a.m. – 3:30 p.m.
(Wolfe)

August 29:

PUD Fair Booth
Monroe, WA 10:30 a.m. – 2:30 p.m.
(Logan)

August 2022

Commissioner Event Calendar – 2022

September 2022

August 31 – September 2:

Public Power Council/PNUCC Meetings
Virtual

September 12:

Quarterly Meeting with Snohomish County
Councilman Nehring
Everett, WA 1:30 p.m. – 2:00 p.m.
(Logan)

September 14:

Arlington Microgrid Tour with Washington State
Department of Commerce
Arlington, WA 10:00 a.m. – 1:00 p.m.
(Olson)

September 15:

Hopeworks EV Fast Chargers Ribbon Cutting
Everett, WA 3:00 p.m. – 5:00 p.m.
(Logan/Olson/Wolfe)

September 2022

Commissioner Event Calendar – 2022

October 2022

October 5 - 7:

Public Power Council/PNUCC Meetings

Virtual

October 2022

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

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: August 16, 2022

Agenda Item: 8A

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
- Qualco Ribbon Cutting

To Be Scheduled

- Broadband

Governance Planning Calendar – 2022

September 6, 2022

Morning Session:

- Morning Session Cancelled

Afternoon Session:

- Governance Planning Calendar

September 20, 2022

Morning Session:

- Community Engagement
- Legislative
- Connect Up Quarterly Update
- DEI Update
- Joint Ownership Pole Attachment Agreement with Ziplly
- 2023 Load Forecast Update
- Clean Energy Transformation Act (CETA) 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 (moved to October 25)~~

Governance Planning Calendar – 2022

October 18, 2022

Morning Session:

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

Afternoon Session:

- Governance Planning Calendar

October 25, 2022

Special Meeting:

- Arlington Microgrid and Clean Energy Center Ribbon Cutting

Governance Planning Calendar – 2022

November 1, 2022

Morning Session:

- Media
- Pole Attachment Rates Update
- Net Billing Pilot Extension
- Schedule 200 Amendments

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
- Public Hearing and Action:
→Pole Attachment Rates
→Net Billing Pilot Extension
→Schedule 200 Amendments
- 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
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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
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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
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