

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

September 6, 2022

CONVENE REGULAR MEETING – 1:30 p.m. – Commission Meeting Room

Virtual Meeting Participation Information

Join Zoom Meeting:

- Use link
<https://us06web.zoom.us/j/84598171632?pwd=QSthYkxTbWY4dG1GZHI0Z010eWFzd09>
- Dial in: (253) 215-8782
- Meeting ID: 845 9817 1632
- Passcode: 156484

1. RECOGNITION/DECLARATIONS

- A. [Employee of the Month for September - Astrid Gambill](#)

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 16, 2022](#)
B. [Bid Awards, Professional Services Contracts and Amendments](#)
C. [Cooperative Purchase Bid Award Clean Harbors Environmental Services, Inc.](#)
D. [Consideration of Certification/Ratification and Approval of District Checks and Vouchers](#)

4. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. [Consideration of a Resolution Authorizing the CEO/General Manager or Designee to Execute an Interagency Agreement for a Clean Energy Fund \(CEF\) 4 Grant With the Washington State Department of Commerce Through Grid Modernization Grant Program for South Everett Microgrid](#)
B. [Consideration of a Resolution Authorizing the CEO/General Manager or Designee to Execute a Department of Commerce Interagency Agreement With Snohomish County PUD Through Grid Modernization Grant Program for Utility Scale Storage Integration for Proposed Utility Scale Solar Project \(Big Flats Energy Storage\) \(a Clean Energy Fund \(CEF\) 4 Grant\)](#)

Continued →

5. COMMISSION BUSINESS

- A. [Commission Reports](#)
- B. [Commissioner Event Calendar](#)
- C. [2022 Budget, Forecast, and Major Project Status Report - July](#)

6. GOVERNANCE PLANNING

- A. [Governance Planning Calendar](#)

ADJOURNMENT

The next scheduled regular meeting is September 20, 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: September 6, 2022

Agenda Item: 1A

TITLE

Employee of the Month for September – Astrid Gambill

SUBMITTED FOR: Recognition/Declarations

Human Resources	Traci Brumbaugh	8626
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing:	_____	
Estimated Expenditure:	_____	Presentation Planned <input checked="" type="checkbox"/>

ACTION REQUIRED:

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

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

The September 2022 Employee of the Month is Astrid Gambill, Sr. Data Strategy and Analytic Consultant.

Astrid began her career with the PUD on February 1, 2005, as a Business Analyst – CIS.

In her tenure at the District, spanning 17 years, Astrid has held numerous positions. Since 2007, Astrid has held the following titles: IT Business Consultant; Sr. Business Analyst; Sr. Utility Analyst – Energy Efficiency; and Data and Analytics Consultant. In April 2021, she was promoted to Sr. Data and Analytic Consultant, the title she holds today.

Astrid is no stranger to the Employee and Team of the Month Program. Astrid was recognized as a member of the October 2015 Team of the Month – ONE Program Project Team and the March 2021 Team of the Month – Bill Estimation Team.

Astrid will be presented by her manager Chris Britsch, Sr. Manager Data and Analytics.

List Attachments:

Employee Profile

Astrid Gambill Shines from Behind the Scenes

Intellectually curious, passionate about excellence, very serious work ethic, supportive and loyal, these are just a few of the phrases used to describe Astrid Gambill in the multiple nominations she received to become the District's September Employee of the Month.

Astrid began her career with the PUD on February 1, 2005, as a Business Analyst – CIS. In her 17 years at the District, Astrid has held numerous positions including IT Business Consultant; Sr. Business Analyst; Sr. Utility Analyst; and Data and Analytics Consultant. In April 2021, she was promoted to Sr. Data and Analytic Consultant, the title she holds today.

Astrid is no stranger to the Employee and Team of the Month Program. Astrid was recognized as a member of the October 2015 Team of the Month – ONE Program Project Team and the March 2021 Team of the Month – Bill Estimation Team. This time, she gets to stand alone in the spotlight.

“From her leadership implementing AGILE project and work management practices for the Data & Analytics team, to her support of the customer self-service initiative, Astrid continuously demonstrates her commitment to our Team PUD values,” said Kristi Sterling, Chief Information Officer. “I’m extremely grateful to have her on our team. Astrid’s commitment to customers and focus on teamwork embodies what it means to be employee of the month at the District.”

The contributions listed by her colleagues are so numerous that we could not possibly list them all, but below you will find a sampling of the achievements that earned Astrid this prestigious recognition:

- Successfully transitioned the team into the Azure DevOps tool and instituted an AGILE framework that has been adopted by the team through her dedication, persistence, and leadership.
- Contributed her analytics and data engineering expertise to CSS, CONNECT UP and a multitude of other strategic projects.
- She provides leadership in the day-to-day operations of the Data & Analytics team and is a key contributor to the work backlog.
- Astrid has been a major contributor to all major meter to cash system initiatives since 2001.
- She has been a key resource in all CIS implementations and transitions from prior systems.
- Developed a lead's dashboard in collaboration with management that allows the leads, management, and staff to transparently track and improve our data quality and provide insights into our work management processes so that we can proactively take action to improve our delivery.

In addition to excelling at the technical aspects of her work, Astrid truly cares about her customers and her peers.

“She is one of those people who do more than anyone will ever know behind the scenes to make sure other people are successful in their job,” said Chris Britsch, Senior Manager Data and Analytics. “She truly cares and makes everyone else's problems her own. Astrid is highly

respected by management, her peers, and her customers due to how much care she puts into solving their problems and providing insights into their business process. She is consistently requested for her services, and I have been asked to clone her on many occasions. Astrid sets the bar on how to serve your customer.”

“She is supportive and loyal,” said Cathy Patterson, Senior Customer and Energy Services Program Manager. “I appreciate that if I make a decision that maybe doesn't turn out the way we thought, she always has my back and fixes my mistake always with a smile, empathy and patience.”

“On a regular basis, Astrid makes herself available to me to answer questions about a project, Dev Ops or supporting Agile,” said Tracy Larkin, Project Manager. “Her willingness to put other people’s needs over her day-to-day work shows what an amazing team player she is and how willing she is to share her knowledge. She has helped me troubleshoot countless issues with a great attitude and willingness.”

Astrid’s commitment to leadership and service to others extends beyond the walls of the PUD. Outside of work, she volunteers as the troop leader/treasurer/cookie mom for her daughter’s Girl Scout troop and manages the cookie distribution for all of Stanwood and Camano Island.

Whether you are looking for an empathetic leader, an expert in Agile/Analytics/Dev Ops, a supportive team player, or a box of delicious Thin Mints, look no further than Astrid Gambill.

Please join us in congratulating Astrid on being September’s Employee of the Month.

COMMENTS FROM THE PUBLIC



BUSINESS OF THE COMMISSION

Meeting Date: September 6, 2022

Agenda Item: 3A

TITLE

Approval of the Minutes for the Regular Meeting of August 16, 2022

SUBMITTED FOR: Consent Agenda

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

ACTION REQUIRED:

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

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

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

List Attachments:

Preliminary Minutes

**PRELIMINARY
SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT**

Regular Meeting

August 16, 2022

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

*** Items Taken Out of Order**

****Non-Agenda Items**

1. CEO/GENERAL MANAGER BRIEFING AND STUDY SESSION

A. Updates

1. Media. Communications, Marketing & Business Readiness Director Julie Cunningham reported on District related news, articles, and Community Engagement updates.
2. Legislative. Director, Government/External Affairs and Strategy Kim Johnston responded to the Board's questions on the report.
3. Other. There were no other updates.

B. SnoPud Reliability 2021

System Planning and Protection Senior Design Engineer Dave Popach and Principal Engineer Zack Scott provided a presentation on SnoPud Reliability data for 2021.

C. District Strategic Planning Update

An update on the District's Strategic Plan was provided by Strategy and Performance Planning Leader Laura Lemke.

Next steps would be to hold Strategic Planning Workshops, developing a 2023-2027 Strategic Plan Draft, followed by approval of the Strategic Plan.

The meeting recessed at 10:19 a.m. and reconvened at 10:29 a.m.

D. Sale of Surplus Property

Manager Real Estate Services Maureen Barnes provided an update on the Sale of Surplus Property in Lynnwood.

The next step would be Board consideration of a Resolution during the afternoon session.

E. City of Everett Interurban Recreational Trail Easement Extension

Manager Real Estate Services Maureen Barnes provided a presentation on the City of Everett Interurban Recreational Trail Easement Extension.

Next steps would be Commission approval for a six-month extension to the current Recreational Trail Easements and staff will continue to work with the City of Everett to put the new agreements in place prior to the February 2023 expiration.

EXECUTIVE SESSION

The Regular Meeting recessed at 10:36 a.m. and reconvened at 10:40 a.m. into Executive Session to discuss legal risks of current practice or proposed action and to review the performance of a public employee, under the terms set forth in the Open Public Meetings Act. It was anticipated the Executive Session would last approximately 1 hour and 40 minutes, with no public announcements. Those in attendance were Commissioners Sidney Logan, Rebecca Wolfe, and Tanya Olson; CEO/General Manager John Haarlow; General Counsel Anne Spangler; Assistant General Counsel Joanne Jones; Commission & Executive Services Director Melissa Collins; and other District staff. At 12:20 p.m. the Executive Session was extended 15 minutes. The Regular Meeting recessed immediately upon conclusion of the Executive Session at 12:30 p.m.

RECONVENE REGULAR MEETING

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

*** Items Taken Out of Order**

****Non-Agenda Items**

2. COMMENTS FROM THE PUBLIC

The following public provided comments:

- Gayla Shoemake

3. CONSENT AGENDA

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

B. Bid Awards, Professional Services Contracts and Amendments

Public Works Contract Award Recommendations:

Recommend Rejection for Request for Proposal No. 22-1302-KS

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

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:

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:

Professional Services Contract No. CW2243799 with Murraysmith Inc.

Contract Acceptance Recommendations:

Public Works Contract No. CW2239251 with Trenchless Construction Services LLC.

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

A motion unanimously passed approving Agenda Items 3A – Approval of the Minutes for the Regular Meeting of August 2, 2022; 3B - Bid Awards, Professional Services Contracts and Amendments; and 3C – Consideration of Certification/Ratification and Approval of Checks and Vouchers.

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

President Olson opened the public hearing.

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

A motion unanimously passed approving Resolution No. 6073 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

A motion unanimously passed approving the proposed Notice of Public Hearings for the 2023 Preliminary Budget as presented in the packet (October 3, 2022, November 1, 2022, November 15, 2022, and December 6, 2022).

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

Chief Financial Officer Scott Jones provided a presentation on the 2nd Quarter 2022 Financial and Budget report.

A motion unanimously passed 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

A motion unanimously passed approving Resolution No. 6074 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

A motion unanimously passed approving Resolution No. 6075 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

A motion unanimously passed approving Resolution No. 6076 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

A motion unanimously passed approving Resolution No. 6077 appointing Shawn D. Hunstock as Deputy Auditor for the District.

- G. Consideration of a Resolution Appointing Angela Johnston as Treasurer of the District

A motion unanimously passed approving Resolution No. 6078 appointing Angela Johnston as Treasurer of the District.

6. CEO/GENERAL MANAGER REPORT

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

7. COMMISSION BUSINESS**A. Commission Reports**

There were no Commission Reports.

B. Commissioner Event Calendar

There were no changes to the Commissioner Event Calendar.

8. 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 16, 2022, adjourned at 2:19 p.m. An audio file of the meeting is on file in the Commission Office and available for review.

Approved this 6th day of September, 2022.

Secretary

President

Vice President



BUSINESS OF THE COMMISSION

Meeting Date: September 6, 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:

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

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

Governance Process, Board Job Description, GP-3(4) ... 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 (Pages 1 - 2);
Request for Proposal No. 22-1306-BI with Kemp West, Inc.
Request for Proposal No. 22-1314-KS with D & G Backhoe, Inc.

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 (Page 3);
Request for Proposal No. 22-1313-SF with Northwest Cascade Inc. DBA Honey Bucket

Interlocal Agreements and Cooperative Purchase Recommendations (Pages 4 - 5);
Contracts:

None

Amendments:

Contract Number CW2232123 with ADT Security Corporation DBA ADT Commercial
LLC

Purchase Order No. 4500073863 with Celco Partnership dba Verizon Wireless

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 (Page 6);
Public Works Contract No. CW2243956 with R. C. Zeigler Company, Inc.

Contract Acceptance Recommendations;
None

List Attachments:

September 6, 2022 Report

Public Works Contract Award Recommendation(s)
September 6, 2022

RFP No. 22-1306-BI

PWC – Eagle Creek –
Circuit 12-2617 –
Transmission and Distribution
Line Clearance

No. of Bids Solicited:	12	
No. of Bids Received:	2	
Project Leader & Phone No.:	Leon Burfiend	Ext. 5657
Estimate:	\$609,730.00	

This contract work consists of providing all labor, materials and equipment necessary to trim, cut, treat, remove, clear, and dispose of trees and brush, as well as perform application of herbicides under and along approximately 49 pole miles of the District's Transmission & Distribution System. The specific work location commences from the Eagle Creek Substation and runs East along 228th Street NE, South along 123rd Avenue NE, East along Mainline Road, North & West along Arnot Road, East along Jim Creek Road, North along Lake Riley Road. Work is located in the vicinity of Arlington Heights in Snohomish County, Washington.

<u>Contractor</u>	<u>Subtotal (w/o tax)</u>
Award To Kemp West, Inc.	\$675,000.00
Davey Tree Surgery Company	\$698,115.00

Summary Statement: Staff recommends award to Kemp West, Inc. the low evaluated bidder, in the amount \$675,000.00, tax n/a.

Public Works Contract Award Recommendation(s)
September 6, 2022

RFP No. 22-1314-KS

2022 Capital Improvement 123rd Ave. SE
& 57th Pl. SE Water Main Replacement

No. of Bids Solicited:	41
No. of Bids Received:	5
Project Leader & Phone No.:	Paul Federspiel Ext. 3032
Estimate:	\$997,900.00

This project provides all labor, equipment, tools, goods, material and incidentals necessary to install approximately 2,840 feet of eight-inch, approximately 70 feet of six-inch, approximately 900 feet of four-inch and approximately 20 feet of three-inch ductile iron water main and associated fittings; 3 new fire hydrant assemblies, the replacement of an existing concrete vault lid to match current PUD standards and appurtenances. The project also includes installation of 49 water services, removal of existing valving, asphalt trench patching, asphalt restoration overlay, private asphalt, concrete and gravel driveway and erosion control and landscape/surface restoration. The primary purpose of the proposed project is to replace aging water system infrastructure. Construction shall be performed while maintaining service to the existing water system. The project location is on and in the vicinity of 123rd Ave. SE and 57th Pl. SE, near the City of Snohomish, in Snohomish County, Washington.

<u>Contractor</u>	<u>Subtotal (w/o tax)</u>
Award To D & G Backhoe, Inc.	\$790,401.17
B & L Utility, Inc.	\$855,425.16
SRV Construction, Inc.	\$945,692.80
Redtail, LLC	\$1,046,941.34
Granite Construction Company	\$1,535,159.00

Summary Statement: Staff recommends award to D&G Backhoe, Inc., the low evaluated bidder, in the amount \$790,401.17, plus tax.

**Miscellaneous Contract Award Recommendation(s) \$200,000 And Over
September 6, 2022**

RFP 22-1313-SF

Portable Chemical Toilet Services
(Rebid)

No. of Bids Solicited:	3	
No. of Bids Received:	2	
Project Leader & Phone No.:	Erin Callar	Ext. 4401
Estimate:	\$220,000.00	

This Contract is to furnish all labor, materials, transportation, traffic control, tools, equipment and supplies necessary to install, maintain and service chemical toilets with hand sanitizers at the DISTRICT Substation sites and related facilities.

<u>Vendor</u>	<u>Subtotal (w/o tax)</u>
Award To Northwest Cascade Inc. DBA Honey Bucket	\$104,965.16
United Site Services of Nevada, Inc.	\$167,070.00

Summary Statement: Staff recommends awarding to Northwest Cascade Inc. DBA Honey Bucket, the low evaluated bidder, in the amount of \$104,965.16 for an initial two-year term.

The District, at its sole discretion, has the option to renew under the same terms and conditions, except as to price, for up to three additional terms of two years each. Price increases shall be based on the percentage increase in the Consumer Price Index (CPI) for the greater Seattle, Tacoma, Bremerton area during the previous contract term, provided that no biennial increased shall exceed five percent (5%). Therefore, with this Commission approval, staff may exercise the options to renew, not to exceed eight years, at an approximate amount of \$452,412.92 plus tax and escalation.

Cooperative Purchase Recommendations September 6, 2022

State law permits a public agency to purchase from a contract entered into by another public agency as long as the contract is determined to have been awarded in compliance with the bidding requirements of the agency seeking to make the purchase, provided that the requirement for advertising or providing notice for bids is deemed satisfied if the awarding entity advertises according to its own bidding requirements, and either (i) posts the advertisement on any website sponsored by a public agency, purchasing cooperative or similar service provider, or (ii) provides an access link on the state's web portal to the notice. District staff have verified through documentation and/or individual questions to the applicable awarding entity that the bid process used for each purchase recommended below meets the District's procurement requirements.

Accordingly, staff recommends approval of the following contracts/amendments:

A. AMENDMENTS

Contractor/Consultant/Supplier: ADT Security Corporation DBA ADT Commercial LLC

Contract Number CW2232123

Amendment No. 4

Washington State Department of Enterprise Services (DES) Master Usage Agreement Number K2295
State Contract No. 03017

State of Nevada NASPO ValuePoint Master Agreement No. 3407 for Security/Fire Protection Services.

Summary of Amendment: Increase contract amount of \$199,000.00 to cover continued maintenance and support of District Security Systems.

Project Lead: Matt Hoffman, Ext. 8190

Original Contract Amount:	\$ 199,000.00	
Present Contract Amount:	\$ 469,000.00	Original Start/End: 11/28/2017–7/31/2019
Amendment Amount:	\$ 199,000.00	Present Start/End: 11/28/2017–7/31/2023
New Contract Amount:	\$ 668,000.00	New End Date: N/A

Amendment No. 1 approved by commission May 8, 2018, added \$270,000.00 to the contract to cover continued maintenance and support for District security systems.

Amendment No. 2 dated October 25, 2019, extended contract term to July 31, 2022.

Amendment No. 3 dated July 27, 2022, extended contract term to July 31, 2023.

Cooperative Purchase Recommendations September 6, 2022

State law permits a public agency to purchase from a contract entered into by another public agency as long as the contract is determined to have been awarded in compliance with the bidding requirements of the agency seeking to make the purchase, provided that the requirement for advertising or providing notice for bids is deemed satisfied if the awarding entity advertises according to its own bidding requirements, and either (i) posts the advertisement on any website sponsored by a public agency, purchasing cooperative or similar service provider, or (ii) provides an access link on the state's web portal to the notice. District staff have verified through documentation and/or individual questions to the applicable awarding entity that the bid process used for each purchase recommended below meets the District's procurement requirements.

Accordingly, staff recommends approval of the following contracts/amendments:

A. AMENDMENTS:

Contractor/Consultant/Supplier: Cellco Partnership dba Verizon Wireless

Purchase/Contract Number: 4500073863/CW2242231

Amendment No.: 1

Department of Enterprises (DES) Master Usage Agreement Number KK2295 Washington State

Participating Master Agreement # 04718 NASPO ValuePoint Master Price Agreement Number MA152

Summary of Original Purchase/Contract: District cellular services, and iPhone and iPad procurement/replacement

Summary of Amendment: The District leverages mobile technology to support business operations, field operations, storm support, and customer service delivery. The District has seen an increase in mobile device usage by departments to support field operations and Connect Up project use as well as an increase to support the District's work from home and hybrid work schedules. We expect these additional costs will carry us through to the end of the year. The District utilizes the NASPO ValuePoint cooperative contract, which provides competitive pricing.

Project Lead: Melissa Witzel, Ext. 8523

Approximate Original Contract Amount:	\$ 850,000.00	
Present Contract Amount:	\$ 850,000.00	Original Start/End: 1/1/2022 – 12/31/2022
Amendment Amount:	\$ 200,000.00	Present Start/End: 1/1/2022 – 12/31/2022
Approximate New Contract Amount:	\$1,050,000.00	New End Date: N/A

Formal Bid and Contract Amendment(s)
September 6, 2022

PWC No. CW2243956

Electric Building Elevator
Modernization Cars 3 & 4

Contractor/Consultant/Supplier:	R. C. Zeigler Company, Inc.
Project Leader & Phone No.:	Shawn Wiggins Ext. 1916
Amendment No.:	4
Amendment:	\$14,871.84

Original Contract Amount: \$337,444.00

Present Contract Amount: \$366,294.00

Amendment Amount: \$14,871.84

New Contract Amount: \$381,165.84

Original Start/End: 6/22/21 – 3/18/22

Present Start/End: 6/22/21 – 7/1/22

New End Date: 6/30/2022

Summary Statement: Staff recommends approval of Amendment No. 4 to increase the contract by \$14,871.84 for required changes to smoke detector wiring and establish the last day worked as June 30, 2022.

Summary of Amendments:

Amendment No. 1 dated February 3, 2022, increased the contract by \$25,122.00. This increase was for contingency items and reduced the original contingency allowance from \$31,000.00 to \$5,878.00. The Board originally approved the contingency allowance amount of \$31,000.00 on April 20, 2021.

Amendment No. 2 dated April 22, 2022, extended the contract completion date to July 1, 2022, due to extended time needed to install the interior metal refinishing work.

Amendment No. 3 dated August 2, 2022, increased the contract by \$3,728.00. This increase was for contingency items and reduced the contingency allowance from \$5,878.00 to \$2,150.00.



BUSINESS OF THE COMMISSION

Meeting Date: September 6, 2022

Agenda Item: 3C

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:

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

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

Governance Process, Board Job Description, GP-3(4) ... 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;
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;
None

Interlocal Agreements and Cooperative Purchase Recommendations (Pages 1 - 5);
Contracts:
Contract No. CW2248381 with Clean Harbors Environmental Services, Inc.
Amendments:
None

Sole Source Purchase Recommendations;
None

Emergency Declarations, Purchases and Public Works Contracts;
None

Purchases Involving Special Facilities or Market Condition Recommendations;
None

Formal Bid and Contract Amendments;
None

Contract Acceptance Recommendations;
None

List Attachments:
September 6, 2022 Report

Cooperative Purchase Recommendations September 6, 2022

State law permits a public agency to purchase from a contract entered into by another public agency as long as the contract is determined to have been awarded in compliance with the bidding requirements of the agency seeking to make the purchase, provided that the requirement for advertising or providing notice for bids is deemed satisfied if the awarding entity advertises according to its own bidding requirements, and either (i) posts the advertisement on any website sponsored by a public agency, purchasing cooperative or similar service provider, or (ii) provides an access link on the state's web portal to the notice. District staff have verified through documentation and/or individual questions to the applicable awarding entity that the bid process used for each purchase recommended below meets the District's procurement requirements.

Accordingly, staff recommends approval of the following contract::

A. CONTRACTS

Awarded Vendor Name: **Clean Harbors Environmental Services, Inc.** **\$784,473.08**
Purchase Order/Contract Number: **CW2248381**
Washington State Department of Enterprise Services (DES) Master Usage Agreement Number K2295
State Contract No. 03614
Description of Purchase: MESA 2 Phase 1: Electrolyte Removal and Disposal (Hazardous waste transportation, treatment, and disposal services)
Project Lead: Bob Anderson, Ext. 4309

This contract is to remove, transport and properly dispose of approximately 97,000 gallons of vanadium electrolyte from the District's failed MESA 2 utility scale flow battery system. The electrolyte is a hazardous material governed by state and federal regulations. The District deemed the electrolyte to be a hazardous waste after extensive research and declared it surplus to the District's needs on July 5, 2022. Staff recommends disposing it in accordance with Directive 17, state and federal law requirements by using the state's contract with Clean Harbors Environmental Services, Inc.

Clean Harbors Environmental Services, Inc. meets the Washington State Department of Ecology (DOE) recommended qualifications for a hazardous waste disposal company: financially sound; licensed to handle hazardous waste; knowledge of and compliance with laws; demonstrated extensive experience removing and transporting hazardous waste with its own workforce. The electrolyte will be taken to a disposal facility permitted for accepting and processing hazardous waste with an extensive history of successful operation. By law, as the generator of a hazardous waste the district remains liable for the waste even after it is processed and buried in the ground, so choosing a responsible transporter and repository is key to controlling the District's risk.

The electrolyte containment system is deteriorating, making the need for this contract urgent for the safety of staff and the environment. Given the amount of electrolyte, the regulations that assign to the District the liability for the electrolyte even after it is treated and disposed of, and the Washington Department of Ecology (DOE) website on choosing a contractor, staff recommends following the state guidelines for selecting a responsible contractor in whom the District is confident and disposing of the electrolyte.

The District did receive an offer of \$3.6 million to for the vanadium electrolyte from a start-up company. There are certain circumstances under state law and common law where a sale of a hazardous material can cut off the liability of the seller for subsequent uses of and damages caused by the hazardous material. However, it requires the buyer to have a demonstrable use, facilities, contracts and/or and other proof of a viable use. A sale to Forever Energy would not cut off the District's liability for damages caused by the electrolyte but would eliminate the District's ability to control those risks. The District's liability would be solely dependent upon the buyer's handling and use of the electrolyte.

Background:

A couple of notes on terminology to aid the reader:

1. “Dangerous” and “hazardous” are terms used by different state and federal regulations – the regulation being discussed determines the correct name.
2. The difference between a hazardous material and a hazardous waste is whether it is still useful. A hazardous material is considered a material as long as it has a useful life. Once it no longer has a useful life it is a hazardous waste and the entity that generated that waste (the generator) is liable for that waste forever. It is a liability that cannot be contracted away to another entity, and it does not end even if the waste is treated and buried on a licensed site.

The approximately 97,000 gallons of vanadium electrolyte is classified as a regulated dangerous/hazardous material under state and federal law based on independent laboratory tests due to its pH level which makes it highly corrosive.

After months of investigation, and direct market research the District declared the electrolyte to be a hazardous waste. As a waste the corrosivity caused by the electrolyte’s pH level and the metal content due to the silver content made the electrolyte subject to state and federal hazardous waste regulations and its toxicity due to the vanadium content made it subject to state regulations. Its corrosivity can cause serious injury according to the Safety Data Sheet supplied with it, and under federal regulations it must be transported utilizing a trained hazardous materials hauler. The deteriorating containment system poses a risk to staff and the environment, so time is of the essence in disposing of the electrolyte.

Staff identified three priorities for the removal solution, it had to: 1) be safe and environmentally responsible; 2) minimize short- and long-term risk and liability for the District; and 3) minimize the cost to remove and dispose of the electrolyte, but not at the expense of the other priorities.

Recycling/Reuse

Declaring the vanadium electrolyte to be a hazardous waste was not staff’s first choice. Beginning in 2021 staff initially researched options other than disposal of the electrolyte. As a result of its research staff identified and contacted nineteen (19) established companies who might have a use for the electrolyte in hopes of finding a sufficient number of interested firms to establish a market and find a buyer or someone who could reuse the electrolyte. Only one company which had recently completed a demonstration project recycling another vanadium electrolyte said it would be interested in acquiring the electrolyte for recycling, but that the cost of transporting it to their facilities in Oklahoma would be cost prohibitive. That company’s demonstration project was the only instance staff found of vanadium electrolyte being recycled. Based on this research, it was apparent that there is not an established current market in the U.S. for the electrolyte for recycling or reuse that could be successful in obtaining an exemption from DOE regulations and eliminating the District’s liability for it.

Hazardous Waste Determination

There are a variety of state and federal laws that apply to the handling and disposal of substances or materials that are considered dangerous or hazardous. The determination of whether a material is a dangerous or hazardous material under Washington law or hazardous material under federal law is based on its chemical composition and statutory definitions, and potential impact to the environment. If a material meets the definition, it is a dangerous/hazardous material. If its composition does not meet those thresholds, then it is not. Once the material no longer has a useful purpose, or “life” it is deemed a waste.

"Dangerous wastes" are "discarded, useless, unwanted, or abandoned substances, . . . which are disposed of in such quantity or concentration as to pose a substantial present or potential hazard to human health, wildlife, or the environment because such wastes or constituents of combinations of such wastes: (a) have short-lived, toxic properties that may cause death, injury, or illness or have mutagenic, teratogenic, or carcinogenic properties; or (b) are corrosive, explosive, flammable, or may generate pressure through decomposition of other means."

RCW 70A.300.010(1). The vanadium electrolyte used in MESA 2 has been tested at pH level 0.3, which meets the definition of "corrosive" stated in WAC 173-303-090(6)(a)(i).

Washington's Model Toxics Control Act (MTCA) and Hazardous Waste Management law incorporate the dangerous waste rules for defining hazardous substances, and include as well as any substances defined under federal laws such as CERCLA and RCRA. RCW 70A.300.010(10); RCW 70A.305.020(13) Under the federal Resource Conservation and Recovery Act (RCRA), a "hazardous waste" means "a solid waste, or combination of solid wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may—(A) cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or (B) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed." 42 U.S.C. § 6903(5).

According to the Department of Ecology (Ecology) website in April, 2022, the determination as to whether a material is a "waste" is made by the owner of the material. Staff initially looked to the Safety Data Sheet that came with the District's vanadium electrolyte, and later had an independent laboratory test the electrolyte to determine its chemical composition. Comparing those results to state and federal regulations is how staff came to the determination that the vanadium electrolyte is a dangerous/hazardous material under state and federal law. The inability to adequately prove a market as required by the regulations, and the District's own inability to reliably use it caused the District to declare the electrolyte to be a hazardous waste.

Hazardous Waste Liability

Under MTCA, the District can be considered a "potentially liable person," subject to joint and several liability for any release of a hazardous substance into the environment, including the abandonment or disposal of containers of hazardous substances, if they "owned or possessed a hazardous substance and by contract, agreement or otherwise arranged for disposal or treatment of the hazardous substance at the facility, or arranged with a transporter for disposal or treatment of the hazardous substances of the facility, or otherwise generated hazardous waste disposed of or treated at the facility." RCW 70A.305.040(c), and 70A.305.040(2). There are similar regulations under federal law under the Comprehensive Environmental Response, Cleanup and Liability Act (CERCLA), 42 U.S.C. 9601 § et. seq.

The risks associated with transport, sale or disposal of the electrolyte are potentially very significant. If the electrolyte is not properly disposed of, there are many potential pathways for it to be improperly stored, transported, and released into the environment, over which the District would have no control were it to merely sell the electrolyte. Forever Energy has proposed that it would transport the electrolyte to a location in Shreveport, Louisiana, 2,400 miles away: a vehicular accident, or an act of nature like a hurricane or tornado could trigger liability on behalf of the District. The liability for the generator is absolute regardless of the mechanism of injury. There are many potential avenues for accidental spills, inadequate handling, and improper disposal for the material unless the District treats the material as hazardous waste and properly disposes of it.

The District can best protect against future liability for environmental contamination or cleanup, damages to natural resources, improper disposal, or personal injury or injury to property by retaining control of the electrolyte, by declaring it to be a waste, and by treating and disposing of the vanadium electrolyte at a facility licensed to handle hazardous waste, using a contractor fully licensed and experienced to handle such hazardous waste.

Ecology Guidance and District Standard of Care

The Washington State Department of Ecology website on hiring a contractor to dispose of hazardous waste cautions against using the low bidder, and recommends looking at financial capability, experience, and compliance with laws in selecting a contractor since the owner of the hazardous waste retains liability for it. This advice is consistent with: 1) the District's practices; 2) with Directive 17, Section 1.3 and Section 2.4, which mandate that staff evaluate items for surplus for the presence of hazardous components or contamination, and that they comply with regulatory disposal requirements; and 3) with multiple state laws that require governmental agencies to hire experienced, qualified, financially responsible firms for a wide variety of work. Due to the hazardous/dangerous nature of the electrolyte and the need for experienced, financially sound contractor with a history of complying with applicable regulations staff decided against issuing an RFP. Staff recommends using the state contract to hire Clean Harbors Environmental Services, Inc. because the recommendation meets the state recommended selection guidance and the District's statutory and internal requirements.

Selling as a Useful Product

As stated above, the District has been approached multiple times by a company, Forever Energy, that wants to obtain the electrolyte. Their approach has changed over the months, initially they proposed the District pay Forever Energy \$2 million to allow them to haul away and recycle the vanadium, (which was about four (4) times the initial quote to remove and dispose of the electrolyte received from another entity). Forever Energy's most recent proposition is an offer to purchase the electrolyte for \$3.6 million. Forever Energy suggested the District could avoid environmental or personal injury liability by selling the electrolyte as a "useful product." Their plan apparently is to hire a contractor with the experience to handle and transport the electrolyte to an unidentified facility in Louisiana, and to order "dry" battery containers from overseas and fill them with the vanadium and sell them. Staff does not agree that the proposed sale would cut off the District's liability for the electrolyte.

The useful product concept is based upon what the courts have sometimes recognized as a defense to otherwise applicable liability under the state MTCA law, or its federal equivalent. As a "defense" to liability, the burden is on the generator of the hazardous substance to prove the substance was a useful product. A court or an agency would obviously be looking for objective factors that would support the proposition that the electrolyte sale was a useful product in addition to whether the purchaser paid for the product: is there a market, are there multiple participants, can the product be put to useful use, and how soon, are there market channels for its products, and a number of other similar questions. The test is similar to the Washington state regulatory requirement for exempting a hazardous material from regulation. Washington Administrative Code requires an entity seeking to exempt materials from hazardous waste regulations to:

...demonstrate that there is a known market or disposition for the material, and that they meet the terms of the exclusion or exemption. In doing so, they must provide appropriate documentation (such as contracts showing that a second person uses the material as an ingredient in a production process) to demonstrate that the material is not a waste, or is exempt from regulation. In addition, owners or operators of facilities claiming that they actually are recycling materials must show that they have the necessary equipment to do so. WAC 173-303-017(4).

It is worth noting that as the material is transported across state lines, the material may be subject to other states' regulations and to applicable federal regulations.

The District has investigated whether Forever Energy is an established company, with a facility for manufacturing vanadium flow batteries, and with a prototype for such batteries, and whether it has a licensed facility to receive and handle the vanadium electrolyte. Despite numerous opportunities, Forever Energy has not provided any substantial information that shows it to be an established company, that it has a licensed facility, a prototype, or a product of its own. Rather, available public information seems to indicate that Forever Energy is a startup that is still applying for funding and a license for its product. We are aware of an August 3, 2022, National Public Radio published article on UniEnergy and its ties to China. The article included information that Forever Energy does not have a license to produce batteries in the U.S. despite working on a license for a year. That has a potentially significant impact on the ability for a sale of the vanadium electrolyte to be viewed as the sale of a useful product, and to be exempted from hazardous waste regulations in Washington State.

Staff do not believe the information Forever Energy has supplied about potential use and its monetary offer outweighs the potential risks to the District, which could far exceed any dollars offered for the electrolyte. Forever Energy has asserted it could immunize the District from any and all risk by providing an indemnity, or insurance, or some sort of bond. Without an established company, however, an indemnity has no value. And the potential for environmental liability is so uncertain, and could cover such a wide range, that it is inconceivable that Forever Energy could find an insurer or bonding company to cover a risk that: 1) could range anywhere from zero to hundreds of millions of dollars; and 2) could adequately cover all the potential pathways or possibilities for liability.

Conclusion

After long and careful consideration and research, staff recommend this award to Clean Harbors Environmental Services, Inc. as it controls the District's risks, transports the material the shortest distance and keeps it in a licensed facility that will treat it to make it less dangerous and store it responsibly.



BUSINESS OF THE COMMISSION

Meeting Date: September 6, 2022

Agenda Item: 3D

TITLE:

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

SUBMITTED FOR: Consent Agenda

General Accounting & Financial Systems
Department

Julia Anderson
Contact

8027
Extension

Date of Previous Briefing: _____

Estimated Expenditure: _____

Presentation Planned ☐

ACTION REQUIRED:

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

☐ Incidental
(Information)

☐ Monitoring Report

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

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

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

List Attachments:
Voucher Listing



CERTIFICATION/RATIFICATION AND APPROVAL

We, the undersigned of the Public Utility District No. 1 of Snohomish County, Everett, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, and the Checks or Warrants listed below are ratified/approved for payment this 6th day of September 2022.

CERTIFICATION:

Certified as correct:

CEO/General Manager

Julia A Anderson

Auditor

[Signature]

Chief Financial Officer/Treasurer

RATIFIED AND APPROVED:

Board of Commissioners:

President

Vice-President

Secretary

TYPE OF DISBURSEMENT	PAYMENT REF NO.	DOLLAR AMOUNT	PAGE NO.
REVOLVING FUND			
Customer Refunds, Incentives and Other	1118356 - 1118675	\$59,525.95	2 - 12
Electronic Customer Refunds		\$11,568.73	13 - 16
WARRANT SUMMARY			
Warrants	8069881 - 8070138	\$3,890,886.05	17 - 25
ACH	6031887 - 6032310	\$5,071,678.38	26 - 39
Wires	7002602 - 7002619	\$29,732,292.85	40
Payroll - Direct Deposit	5300000675 - 5300000675	\$4,031,639.09	41
Payroll - Warrants	844727 - 844733	\$20,481.91	41
Automatic Debit Payments	5300000672 - 5300000680	\$4,741,212.19	42
	GRAND TOTAL	\$47,559,285.15	

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
8/8/22	1118356	WINDERMERE REAL ESTATE LK STEVENS INC	\$13.78
8/8/22	1118357	FISERV, INC./CHECKFREE CORPORATION	\$22.72
8/8/22	1118358	NOVENTIS	\$648.39
8/8/22	1118359	TOM PILCH	\$1,000.00
8/8/22	1118360	JORGE EDUARDO ALVARADO	\$60.99
8/8/22	1118361	VINTAGE AT URBAN CENTER LLC	\$561.13
8/8/22	1118362	MAINVUE WA LLC	\$10.28
8/8/22	1118363	THEA LEM	\$70.00
8/8/22	1118364	THE ERECTION COMPANY, LLC	\$45.11
8/8/22	1118365	AMY PARLEY	\$97.68
8/8/22	1118366	KRISTEN WESTERGAARD	\$12.19
8/8/22	1118367	RICHARD ARKLEY	\$44.37
8/8/22	1118368	EVERETT HOUSING AUTHORITY	\$382.00
8/8/22	1118369	EVERETT HOUSING AUTHORITY	\$35.20
8/8/22	1118370	EVERETT HOUSING AUTHORITY	\$15.95
8/8/22	1118371	EVERETT HOUSING AUTHORITY	\$28.48
8/8/22	1118372	EVERETT HOUSING AUTHORITY	\$971.88
8/8/22	1118373	EVERETT HOUSING AUTHORITY	\$1,112.00
8/9/22	1118374	STEVEN COCHRAN	\$140.00
8/9/22	1118375	JAIME TORRES	\$50.00
8/9/22	1118376	JUSTIN ROUNDY	\$24.16
8/9/22	1118377	RUP & BAL LLC	\$72.42
8/9/22	1118378	AMY GOHEEN	\$142.91
8/9/22	1118379	ROBERT JENNEY	\$191.53
8/9/22	1118380	GARY COPELAND	\$44.00
8/9/22	1118381	SUNSHINE KAPUS	\$39.44
8/9/22	1118382	THE LANDING AT PORT GARDNER, LLC	\$45.98
8/9/22	1118383	SEATOWN ELECTRIC CORP	\$83.97
8/9/22	1118384	BKR CONSTRUCTION LLC	\$144.73
8/9/22	1118385	CYNTHIA WINTER	\$150.90
8/9/22	1118386	SANDRA REIFERS	\$68.86
8/9/22	1118387	HEALTH FOOT SPA	\$89.12

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
8/9/22	1118388	SARON OK	\$68.85
8/9/22	1118389	HANGAR 128 APARTMENTS, LLC	\$136.30
8/9/22	1118390	CITYCENTER APARTMENTS LYNNWOOD PARTNERS	\$26.94
8/9/22	1118391	CITYCENTER APARTMENTS LYNNWOOD PARTNERS	\$30.96
8/9/22	1118392	ZHONGQI LIU	\$110.95
8/9/22	1118393	ED2 LLC	\$53.93
8/9/22	1118394	MIDDLE EAST JEWELRY INC	\$105.21
8/9/22	1118395	HERBERT HARVEY	\$16.29
8/9/22	1118396	AMWA CEDAR POINTE FUND LP	\$21.84
8/10/22	1118397	LAUREN MCCLURE	\$503.15
8/10/22	1118398	MONTY JONES	\$78.73
8/10/22	1118399	GUILHEM LAGARDE	\$130.34
8/10/22	1118400	ABHISHEK CHAUHAN	\$60.89
8/10/22	1118401	JENNIFER DOWNING	\$35.18
8/10/22	1118402	CRISTIAN YANEZ	\$11.65
8/10/22	1118403	PATRICIA FALCONE	\$500.00
8/10/22	1118404	EVERETT HOUSING AUTHORITY	\$12.97
8/10/22	1118405	JAKE'SD CORPORATION	\$215.74
8/10/22	1118406	MALGORZATA ANDRZEJOWIEC	\$14.90
8/10/22	1118407	VOID	\$0.00
8/10/22	1118408	STACEY ESTENSON	\$131.65
8/10/22	1118409	KARRI VONMOOS	\$86.88
8/10/22	1118410	CASCADE CHRISTIAN REFORM CHURCH	\$170.98
8/10/22	1118411	DARRIN NELSON	\$64.24
8/10/22	1118412	THERESA GOROSKI	\$77.25
8/10/22	1118413	KRITI NIGAM	\$9.42
8/10/22	1118414	SHERRY BONNETT	\$72.74
8/10/22	1118415	EVERETT HOUSING AUTHORITY	\$42.03
8/10/22	1118416	ALEKSEY ZAYTSEV	\$85.81
8/10/22	1118417	KIRSTEN LORENZINI	\$113.94
8/10/22	1118418	CHRISTINE BANNISTER	\$59.79
8/10/22	1118419	CASTLE AUTO SALES LLC	\$813.51

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
8/11/22	1118420	ZENITH 888 LLC	\$2,022.98
8/11/22	1118421	LGI HOMES - WASHINGTON, LLC	\$16.12
8/11/22	1118422	LGI HOMES - WASHINGTON, LLC	\$16.12
8/11/22	1118423	LGI HOMES - WASHINGTON, LLC	\$6.18
8/11/22	1118424	FOSTER THOMPSON	\$100.68
8/11/22	1118425	SILVER OAK APARTMENTS, LLC	\$55.97
8/11/22	1118426	LIONEL ALEXANDER	\$152.88
8/11/22	1118427	JENNIFER GEORGE	\$63.18
8/11/22	1118428	BEX PORTFOLIO LLC	\$45.69
8/11/22	1118429	ESSEX PORTFOLIO, L.P.	\$9.68
8/11/22	1118430	JENNIFER ALLEN	\$106.95
8/11/22	1118431	MARJORIE SCHLAEGEL	\$14.69
8/11/22	1118432	OFELIA ZAMARRIPA DE GUERRA	\$91.42
8/11/22	1118433	MARYANN LUND	\$91.67
8/11/22	1118434	GREENSPOT LUMEN LLC	\$53.90
8/11/22	1118435	LGI HOMES - WASHINGTON, LLC	\$79.80
8/11/22	1118436	SO OUDAM TONG	\$156.58
8/11/22	1118437	SANDRA SHERER	\$38.81
8/11/22	1118438	JONATHAN WOOD	\$21.42
8/11/22	1118439	LGI HOMES - WASHINGTON, LLC	\$292.37
8/11/22	1118440	REBECCA DELANGE	\$104.89
8/12/22	1118441	LAMB LAND LLC	\$4,169.27
8/12/22	1118442	LYDIA SCHEVE	\$102.34
8/12/22	1118443	PACIFIC RIDGE - DRH, LLC	\$8.27
8/12/22	1118444	VOID	\$0.00
8/12/22	1118445	CHAN SIV	\$22.93
8/12/22	1118446	MARIAM OULDTAKI	\$72.04
8/12/22	1118447	HAROLD SCOLLARD	\$156.26
8/12/22	1118448	JOYCE AHLBERG	\$1,193.15
8/12/22	1118449	JOSEPH VAN CLEAVE	\$141.60
8/12/22	1118450	SHELBY MICHEL	\$77.25
8/12/22	1118451	TAINA KLEIN	\$16.14

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
8/12/22	1118452	SHEILA CURRIERI	\$103.78
8/12/22	1118453	LESTER RANDOLPH	\$13.48
8/12/22	1118454	LINDA BRESEE	\$2,220.38
8/12/22	1118455	CRAIG PEARSON	\$171.57
8/12/22	1118456	POPLAR LANE APTS	\$26.88
8/12/22	1118457	RUF TKACHENKO	\$141.86
8/12/22	1118458	NANCY KROGH	\$89.76
8/12/22	1118459	GEORGINA NJUGUNA	\$2,199.90
8/12/22	1118460	SAUK-SUIATTLE INDIAN TRIBE	\$195.04
8/12/22	1118461	GRADY KNIGHT	\$310.16
8/15/22	1118462	ALDERWOOD HEIGHTS APTS	\$5.66
8/15/22	1118463	SALT AND LIGHT DRINKS LLC	\$73.60
8/15/22	1118464	OLUFEMI ADEPOJU	\$150.00
8/15/22	1118465	GURVINDER WALA	\$49.13
8/15/22	1118466	BRIANA PENAFIEL	\$30.02
8/15/22	1118467	MATTHEW BROIDY	\$1,000.00
8/15/22	1118468	VOID	\$0.00
8/15/22	1118469	CONNIE HOAG	\$142.34
8/15/22	1118470	HARSCH INVESTMENT PROPERTIES	\$8.70
8/15/22	1118471	HARSCH INVESTMENT PROPERTIES	\$10.53
8/15/22	1118472	MAINVUE WA LLC	\$25.57
8/15/22	1118473	LINDA WILLEMARCK	\$200.00
8/15/22	1118474	SPENCER OLIVER	\$53.24
8/15/22	1118475	QUILCEDA CREEK APARTMENTS, LLC	\$36.33
8/15/22	1118476	MARGUERITE BUTLER	\$20.74
8/15/22	1118477	TERRY KOH	\$577.96
8/16/22	1118478	PAUL RENTNER	\$62.98
8/16/22	1118479	CLINTON GIERKE	\$11.45
8/16/22	1118480	SIU MEI WONG	\$36.68
8/16/22	1118481	SALLY GREENE	\$62.00
8/16/22	1118482	SCOTT HICKS	\$27.46
8/16/22	1118483	OLSEN LAKE ROESIGER LLC	\$70.61

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
8/16/22	1118484	VALARIE AUSTIN	\$35.50
8/16/22	1118485	KAMI COKER	\$126.77
8/16/22	1118486	IH6 PROPERTY WASHINGTON LP	\$339.01
8/16/22	1118487	LENNAR NORTHWEST INC	\$55.57
8/16/22	1118488	LENNAR NORTHWEST INC	\$23.15
8/16/22	1118489	DAWNA NIPP	\$31.08
8/16/22	1118490	MARY PERKINS	\$272.76
8/16/22	1118491	LATISHA HUSEIN	\$54.67
8/16/22	1118492	CRAIG MESSMER	\$5.00
8/16/22	1118493	BRAD BACON	\$200.02
8/16/22	1118494	MARVIN CHAVEZ	\$54.11
8/16/22	1118495	RICARDO RANGEL MONTES	\$121.37
8/16/22	1118496	CAROLINA CIELO	\$127.19
8/16/22	1118497	FAMILY TREE APTS	\$55.04
8/16/22	1118498	GLORIA MACKAY	\$17.42
8/16/22	1118499	KAILEY WILSON	\$151.18
8/16/22	1118500	MICHELLE PRIES	\$53.03
8/17/22	1118501	SUSAN HARRELL	\$275.45
8/17/22	1118502	STEVEN SIEGEL	\$653.77
8/17/22	1118503	SHIRLEY SMITH	\$30.94
8/17/22	1118504	BRAD MINAKER	\$492.95
8/17/22	1118505	AVALONBAY COMMUNITIES, INC	\$80.86
8/17/22	1118506	MANOR WAY APARTMENTS LLC	\$112.69
8/17/22	1118507	TAO ZHANG	\$88.46
8/17/22	1118508	TONYA GUSTAFSON	\$45.83
8/17/22	1118509	LYNNWOOD BEAVER CREEK LLC	\$37.17
8/17/22	1118510	SR GARY GRABER	\$124.72
8/17/22	1118511	JACK DELEON	\$80.05
8/17/22	1118512	LORELLA WASHINGTON	\$13.90
8/17/22	1118513	VANESSA LONDON	\$739.25
8/17/22	1118514	MERCY HOUSING WASHINGTON	\$28.62
8/17/22	1118515	DAVID EDWARDS	\$43.84

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
8/17/22	1118516	DIANE CARR	\$164.01
8/17/22	1118517	JACKIE GILBERT	\$59.00
8/17/22	1118518	VOID	\$0.00
8/18/22	1118519	AMANDA ANSON	\$141.53
8/18/22	1118520	JAMES HOPPER	\$151.45
8/18/22	1118521	AMIR KAZEMINI	\$57.47
8/18/22	1118522	REID STURN	\$63.30
8/18/22	1118523	JENNY GRANGER	\$2,501.08
8/18/22	1118524	CORNERSTONE HOMES	\$23.23
8/18/22	1118525	KYLE BOE	\$109.30
8/18/22	1118526	ELLA STEFOGLO	\$918.79
8/18/22	1118527	DAVID PAYNE	\$50.23
8/18/22	1118528	TAMARON RANCH	\$22.11
8/18/22	1118529	LAI NGUYEN	\$895.34
8/18/22	1118530	20225 BOTHELL, LLC	\$5.83
8/18/22	1118531	20225 BOTHELL, LLC	\$57.25
8/19/22	1118532	STUWART MEECE	\$252.53
8/19/22	1118533	MARE BRON	\$544.01
8/19/22	1118534	DONNA BOVEE	\$35.82
8/19/22	1118535	JEFFREY SPENCER	\$8.44
8/19/22	1118536	JOSEPH BERCUME	\$67.45
8/19/22	1118537	VOID	\$0.00
8/19/22	1118538	BMCH WASHINGTON LLC	\$68.24
8/19/22	1118539	FAIRFIELD BALLINGER LP	\$33.70
8/19/22	1118540	GRANDVIEW MANAGEMENT SERVICES LLC	\$54.31
8/19/22	1118541	ISAI PERAZA	\$152.81
8/19/22	1118542	BEL SNOHOMISH HOLDINGS LLC	\$45.36
8/19/22	1118543	BEL SNOHOMISH HOLDINGS LLC	\$193.94
8/19/22	1118544	BEL SNOHOMISH HOLDINGS LLC	\$28.16
8/19/22	1118545	BEL SNOHOMISH HOLDINGS LLC	\$36.38
8/19/22	1118546	20225 BOTHELL, LLC	\$48.62
8/19/22	1118547	AKBAR NEMATOLLAHI	\$228.58

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
8/19/22	1118548	JAIME ESCOBAR-RIVERA	\$1,003.95
8/22/22	1118549	WAKEFIELD BICKFORD LLC	\$15.87
8/22/22	1118550	SUSAN DAPPER	\$68.47
8/22/22	1118551	RODNEY SIMMONS	\$161.69
8/22/22	1118552	STACI MCSTOTTS	\$186.49
8/22/22	1118553	WESTERN BLOSSOM HILL INVESTORS, LP	\$16.85
8/22/22	1118554	DONNA WINTERS	\$79.32
8/22/22	1118555	GAYLE SMITH	\$193.17
8/22/22	1118556	DEBORAH SIMPSON	\$18.54
8/22/22	1118557	YWCA REGIONAL CENTER	\$17.98
8/22/22	1118558	BRANDON GAYNOR	\$12.14
8/22/22	1118559	GRANDVIEW NORTH LLC	\$80.39
8/22/22	1118560	LAX RAYALA	\$9.02
8/22/22	1118561	CHAD WOLFE	\$2,954.16
8/22/22	1118562	CHONG RAITZ	\$18.54
8/22/22	1118563	ASHLEY BEMIS	\$12.36
8/23/22	1118564	CRAIG VANSANT	\$24.40
8/23/22	1118565	YUNHEE BAE	\$132.84
8/23/22	1118566	AMBER HOMES LLC	\$181.46
8/23/22	1118567	TANYA PHILLIPS	\$175.32
8/23/22	1118568	KIMBERLY SLATER	\$43.49
8/23/22	1118569	MARIE OLSTAD	\$105.76
8/23/22	1118570	KATELYNN SANDERS	\$158.47
8/23/22	1118571	TIMOTHY FUJISAKI	\$149.56
8/23/22	1118572	LENNAR NORTHWEST INC	\$15.90
8/23/22	1118573	MAPLE COURT APTS 2010 LLC	\$79.52
8/23/22	1118574	DONNA BRASCHLER	\$66.31
8/23/22	1118575	LENNAR NORTHWEST INC	\$17.08
8/23/22	1118576	JONATHAN FUNK	\$87.27
8/23/22	1118577	BHW HOLDINGS LLC	\$82.45
8/23/22	1118578	DARIAN SIDBURY	\$42.20
8/23/22	1118579	SIXTEEN-TWELVE LLC	\$163.19

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
8/23/22	1118580	CHANDARA SAMUTH	\$33.45
8/23/22	1118581	TONY MILLER	\$98.14
8/23/22	1118582	JASON CORTRIGHT	\$349.55
8/23/22	1118583	10227 20TH PARK LLC	\$101.17
8/23/22	1118584	10227 20TH PARK LLC	\$14.13
8/23/22	1118585	10227 20TH PARK LLC	\$9.48
8/23/22	1118586	VOID	\$0.00
8/23/22	1118587	LILLY STEVENS	\$5.92
8/23/22	1118588	CHRISTI NYBERG	\$25.49
8/23/22	1118589	BETTY TWEEDY	\$308.79
8/23/22	1118590	AF KITCHEN LLC	\$682.77
8/23/22	1118591	MICHELLE JONES	\$102.82
8/23/22	1118592	BEL SNOHOMISH HOLDINGS LLC	\$42.41
8/23/22	1118593	BEL SNOHOMISH HOLDINGS LLC	\$37.24
8/23/22	1118594	BEL SNOHOMISH HOLDINGS LLC	\$49.54
8/23/22	1118595	BEL SNOHOMISH HOLDINGS LLC	\$65.69
8/23/22	1118596	BEL SNOHOMISH HOLDINGS LLC	\$94.58
8/23/22	1118597	BEL SNOHOMISH HOLDINGS LLC	\$95.19
8/23/22	1118598	DENISE WILLIAMS	\$270.52
8/23/22	1118599	LEE WUNDERLICH	\$106.53
8/23/22	1118600	SHANNA RUDIO	\$134.03
8/23/22	1118601	ALEXANDER SCHAADHARDT	\$239.56
8/23/22	1118602	CHRIS HOWELL	\$566.39
8/23/22	1118603	DJ MONTALBANO	\$97.78
8/23/22	1118604	STRATA NICKEL LLC	\$100.99
8/23/22	1118605	J P LAND BUILDER INC	\$38.13
8/23/22	1118606	JENNIFER STARR	\$68.26
8/23/22	1118607	JR JOHN LEAPAGA	\$6.83
8/23/22	1118608	MISTY BRINGARD	\$87.31
8/23/22	1118609	BHW HOLDINGS LLC	\$288.15
8/24/22	1118610	RAMCHANDERRAO VENNAMANENI	\$41.09
8/24/22	1118611	CRYSTAL SPRINGS APTS	\$9.18

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
8/24/22	1118612	YALIN ORTIZ GARCIA	\$108.28
8/24/22	1118613	PATRICK LEVENS	\$163.56
8/24/22	1118614	JEFFREY BROTEN	\$131.95
8/24/22	1118615	JAMES HICKENBOTTOM	\$138.00
8/24/22	1118616	HARMONY AT MILL CREEK LLC	\$22.52
8/24/22	1118617	HYUNGJUN KANG	\$114.30
8/24/22	1118618	BOBBIE BROOKS	\$13.27
8/24/22	1118619	MICHELLE LYMAS	\$79.73
8/24/22	1118620	YURI BERMUDEZ GONZALEZ	\$15.59
8/24/22	1118621	ALAN TALANOA	\$24.17
8/24/22	1118622	ERIK ELLISON	\$201.02
8/24/22	1118623	CONOR FLYNN	\$112.52
8/24/22	1118624	SUBHAPRIYA SRIDHARAN	\$53.39
8/24/22	1118625	20225 BOTHELL, LLC	\$17.39
8/24/22	1118626	WINDERMERE REAL ESTATE LK STEVENS INC	\$20.99
8/24/22	1118627	BONIETA SHULER	\$200.00
8/24/22	1118628	LOW INCOME HOUSING INSTITUTE	\$20.31
8/24/22	1118629	JAMES HICKEY	\$79.68
8/24/22	1118630	SLRE MONROE LLC	\$27.67
8/24/22	1118631	CHRIS CURULLA	\$97.20
8/24/22	1118632	RM HOMES	\$34.73
8/25/22	1118633	STEPHANIE PARDEE	\$220.10
8/25/22	1118634	ABRAHAM ALFI	\$15.17
8/25/22	1118635	LANCE OTTO	\$5.57
8/25/22	1118636	UNICORN CHEESEBURGER LLC	\$393.73
8/25/22	1118637	BETALIA KHOURY	\$143.26
8/25/22	1118638	SARAH RAFFIELD	\$183.24
8/25/22	1118639	BYOUNGSUN AHN	\$53.79
8/25/22	1118640	PUTRINI TUILAN	\$178.75
8/25/22	1118641	LAURA DECKER	\$12.13
8/25/22	1118642	BRENEN KALMEY	\$1,000.00
8/25/22	1118643	KUK ZHU	\$44.03

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
8/25/22	1118644	BEVERLEE LASSWELL	\$22.12
8/25/22	1118645	RYAN ROSSLER	\$209.97
8/25/22	1118646	BAILEIGH SCHWAB	\$176.19
8/25/22	1118647	JERMEY BISHOP	\$184.30
8/25/22	1118648	PEGGY VANDERWAY	\$124.67
8/25/22	1118649	ZAHER SIRYANI	\$400.56
8/25/22	1118650	MICHELLE MASON	\$81.51
8/25/22	1118651	CYNTHIA VAUGHN	\$240.00
8/25/22	1118652	AMY BELISLE	\$17.68
8/25/22	1118653	AMBER YOUNGBLOOD	\$442.51
8/25/22	1118654	JOHN SCANLON	\$17.42
8/25/22	1118655	SHELDON CHRISTIANSON	\$19.14
8/26/22	1118656	JOHN EMERY	\$43.28
8/26/22	1118657	FLORENCE MARSHALL	\$69.94
8/26/22	1118658	MICHAEL CHUN	\$17.62
8/26/22	1118659	GARY GAINES	\$517.87
8/26/22	1118660	ANTHONY HOLTHOUSER	\$129.11
8/26/22	1118661	JAIME PEREZ	\$10.54
8/26/22	1118662	JULIA LINDLEY	\$126.19
8/26/22	1118663	MELISSA CLARK	\$26.85
8/26/22	1118664	CAMERON MCCOLL	\$216.24
8/26/22	1118665	FRANK LINGELBACH	\$1,317.26
8/26/22	1118666	KIRK CARLSON	\$166.77
8/26/22	1118667	BOLT WIRELESS LLC	\$107.58
8/26/22	1118668	PULTE HOMES OF WASHINGTON, INC.	\$32.83
8/26/22	1118669	SEED CHURCH	\$152.14
8/26/22	1118670	TIERNESHA MAYNARD	\$355.62
8/26/22	1118671	SHEF, INC	\$14.14
8/26/22	1118672	EDWARD RANSOM	\$107.60
8/26/22	1118673	ISABELLE DIAZ	\$144.00
8/26/22	1118674	METER AT 4632 FOWLER, LLC	\$21.35
8/26/22	1118675	ALDERWOOD HEIGHTS APTS	\$39.73

Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount

Total: \$59,525.95

Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
8/8/22	000204939318	JASMINE ALDAY	\$133.54
8/8/22	000204939319	QIHANG WU	\$143.32
8/8/22	000204939320	NICOLAS CLAVIJO	\$146.12
8/8/22	000204939321	JESSICA SISU	\$119.20
8/8/22	000204939322	YUJIA ZHANG	\$139.17
8/8/22	000204939323	KARLY GOFF	\$20.00
8/8/22	000204939324	MATTHEW PRASEK	\$120.37
8/8/22	000204939325	KAYLA CAUDLE-MCCOOK	\$96.00
8/8/22	000204939326	DIANA EGGERT	\$30.35
8/8/22	000204939327	ALYSON ROBBINS	\$183.79
8/8/22	000204939328	CHRISTOPHER RICE	\$235.10
8/8/22	000204939329	MICHAEL HEATH	\$66.38
8/8/22	000204939330	VANESSA DEL NERO	\$122.69
8/8/22	000204939331	PAMELA PHILLIPS	\$15.14
8/8/22	000204939332	ANNA SAVCHIK	\$10.67
8/8/22	000204939333	BRIAN DILLON	\$24.89
8/8/22	000204939334	CHRISTOPHERB NAGEL	\$62.56
8/8/22	000204939335	NIKHIL SRIDHAR	\$30.99
8/8/22	000204939336	KEITH HAYS	\$49.36
8/8/22	000204939337	TERRENCE ROLAND	\$18.04
8/8/22	000204939338	ELIDA FLORES ALVARADO	\$66.55
8/8/22	000204939339	ELEONOR ENGLUND	\$26.16
8/8/22	000204939340	GISELA GALVAN	\$18.35
8/8/22	000204939341	KELLI GARFIELD	\$28.09
8/8/22	000204939342	RHONDA RUIZ	\$129.00
8/8/22	000204939343	MAXIMILLIAN BARNEY	\$42.54
8/8/22	000204939344	AKSHAY GANTOLA	\$13.43
8/8/22	000204939345	GABRIEL YOUN	\$31.39
8/8/22	000204939346	KERRY SMITH	\$88.42
8/8/22	000204939347	JAKE MAAS	\$66.09
8/8/22	000204939348	DHANUSHKA THNNAKON	\$112.04
8/8/22	000204939349	SHUO CHEN	\$151.39

Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
8/8/22	000204939350	DAYTON ATWORTH	\$31.11
8/9/22	000204946744	CARSON HOUK	\$62.70
8/9/22	000204946745	ROBERT GOHL	\$8.11
8/9/22	000204946746	CARSON HOUK	\$30.80
8/10/22	000204954578	FERNANDO ESPINOZA - V	\$111.50
8/10/22	000204954579	JENNIFER GARRETSON	\$25.95
8/10/22	000204954580	FERNANDO ESPINOZA - V	\$20.03
8/10/22	000204954581	EDITH HANSEN	\$91.94
8/10/22	000204954582	LINDA RUSSELL	\$101.53
8/10/22	000204954583	JACOB SMITHERS	\$8.62
8/10/22	000204954584	EDITH HANSEN	\$198.00
8/10/22	000204954585	JACINTA MUNGAI	\$66.03
8/10/22	000204954586	MICHAEL FLOLID	\$61.08
8/11/22	000204963209	HABTU KAHSAY	\$31.03
8/11/22	000204963210	SONNY DUDOIT	\$112.19
8/11/22	000204963211	NANCY BENDER	\$184.33
8/15/22	000204984702	ALISON MIGUEL	\$68.98
8/15/22	000204984703	ROBERT KOLMOS	\$171.62
8/15/22	000204984704	TIFFANY BRYANT	\$13.14
8/15/22	000204984705	RAVEN DEAN	\$113.42
8/15/22	000204984706	MARK LAURENCE	\$75.42
8/15/22	000204984707	KAYLA UTLEY	\$40.01
8/15/22	000204984708	MARGARET WALSH VONDERMEHDEN	\$63.38
8/15/22	000204984709	SARAH SCHACHT	\$69.89
8/15/22	000204984710	NATASHA SHARMA	\$54.99
8/15/22	000204984711	KIMBERLY TRAVIS	\$14.18
8/15/22	000204984712	STEVEN LAURANCE	\$112.17
8/15/22	000204984713	MOLLY QUICK	\$92.00
8/15/22	000204984714	SRIMAN NARAYANA TINNALURI	\$17.88
8/15/22	000204984715	SAMIER HARB	\$347.70
8/15/22	000204984716	MICHAELA ADAMS	\$24.62
8/16/22	000204994363	BRIDGET ALBRECHT	\$191.16

Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
8/16/22	000204994364	ALEXEY KUZNETSOV	\$83.51
8/16/22	000204994365	TAREQ MALAS	\$152.09
8/16/22	000204994366	MOHAMMAD REZA SADEGHILARI	\$149.84
8/16/22	000204994367	DAVID FINNEY	\$49.27
8/16/22	000204994368	MARTHA RAMOS	\$11.69
8/16/22	000204994369	ROBIN GUDGEL	\$15.90
8/16/22	000204994370	DAVID KRONBACH	\$34.38
8/17/22	000523020389	OLIVIA HOLLOMAN	\$154.53
8/17/22	000523020390	PERRY CHANG	\$36.40
8/17/22	000523020391	ALYCE RIDDLE	\$15.00
8/17/22	000523020392	VINCENTE TOLEDO	\$84.03
8/17/22	000523020393	ASHLEY ROSS	\$88.59
8/17/22	000523020394	KARINA GUERRERO	\$129.12
8/17/22	000523020395	KEVIN SNIDER	\$19.77
8/19/22	000523036647	KENNITH FAUGHT	\$493.00
8/19/22	000523036648	ANATOLIY GLADUN	\$47.06
8/19/22	000523036649	FREDERICK DAHL JR	\$14.52
8/19/22	000523036650	TAMARA MYZNIKOV	\$107.33
8/22/22	000523049470	SAMUEL VINCENT	\$108.85
8/22/22	000523049471	BRIAN LABRASH	\$103.73
8/22/22	000523049472	NICKLAUS NELSON	\$540.01
8/24/22	000523065464	ASHLYN STOKER	\$85.01
8/24/22	000523065465	JAN LACSON	\$147.87
8/24/22	000523065466	JACOB WALKUP	\$145.10
8/24/22	000523065467	VANESSA TO	\$148.07
8/24/22	000523065468	HARRISON MAYOBO	\$50.59
8/24/22	000523065469	HARRISON MAYOBO	\$35.34
8/24/22	000523065470	YIBO WANG	\$147.32
8/24/22	000523065471	SEQUOIA SCHARFENBERG	\$6.75
8/24/22	000523065472	BHAKTI SHARMA	\$79.38
8/24/22	000523065473	BRITTANY HALL-CORTEZ	\$159.66
8/24/22	000523065474	MICHELLE WHITE	\$77.63

Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
8/24/22	000523065475	VERONIKA DIZARD	\$101.49
8/24/22	000523065476	CHANDRA SHEKAR CHILUKURI	\$256.48
8/24/22	000523065477	SARA DESTA	\$82.13
8/24/22	000523065478	JOHN ELLIOT	\$39.50
8/24/22	000523065479	TUDOR GEORGESCU	\$149.65
8/24/22	000523065480	OMRI MILSTEIN	\$19.79
8/24/22	000523065481	NATHANIEL SWEERE	\$31.40
8/24/22	000523065482	ALEX SZOPINSKI	\$115.72
8/25/22	000523071323	ALEX CRANDALL	\$65.92
8/25/22	000523071324	SLADE GLAVISH	\$46.36
8/25/22	000523071325	DEYU DU	\$12.92
8/25/22	000523071326	DANA GARTRELL	\$18.97
8/26/22	000523079873	KAITLYN ALLAN	\$69.29
8/26/22	000523079874	CASANDRA FLETCHER	\$148.39
8/26/22	000523079875	TRISHA SAMPSON	\$148.04
8/26/22	000523079876	VADYM OSTAPRVETS	\$238.08
8/26/22	000523079877	YEVGENIY SERNETSKYY	\$146.46
8/26/22	000523079878	GABRIELLE DEBORAH GARCIA	\$91.27
8/26/22	000523079879	MIKAYLA HOLT	\$138.10
8/26/22	000523079880	PRENEETH DEVARAPALLY	\$138.99
8/26/22	000523079881	ZACHARY WILLIAMS	\$16.01
8/26/22	000523079882	BENJAMIN ADAMS	\$53.60
8/26/22	000523079883	LIVIA HENDERSON	\$78.07
8/26/22	000523079884	SHELBY MAUS	\$15.18
8/26/22	000523079885	TIMOTHY MARTINEC	\$122.14
8/26/22	000523079886	SHELBY MAUS	\$44.48
8/26/22	000523079887	JASMINE LANDERS	\$78.57
8/26/22	000523079888	JOSEPH NATEL	\$64.22
8/26/22	000523079889	DANIEL JURMANOVICH	\$359.53

Total: \$11,568.73

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
8/9/22	8069881	ARGUS PACIFIC INC	\$1,210.00
8/9/22	8069882	CITY OF EDMONDS	\$2,293.63
8/9/22	8069883	GLOBAL RENTAL COMPANY INC	\$16,151.38
8/9/22	8069884	KAMAN FLUID POWER LLC	\$2,609.77
8/9/22	8069885	DNV GL ENERGY INSIGHTS USA INC	\$8,250.00
8/9/22	8069886	KWIZCOM CORPORATION	\$3,460.00
8/9/22	8069887	GENUINE PARTS COMPANY	\$1,669.67
8/9/22	8069888	CENTURYLINK COMMUNICATIONS LLC	\$2,348.71
8/9/22	8069889	ROBERT HALF INTERNATIONAL INC	\$12,090.69
8/9/22	8069890	SHI INTERNATIONAL CORP	\$2,552.67
8/9/22	8069891	SOUND PUBLISHING INC	\$64.68
8/9/22	8069892	SNOHOMISH COUNTY COUNCIL OF THE	\$6,643.54
8/9/22	8069893	UNITED SITE SERVICES OF NEVADA INC	\$71.92
8/9/22	8069894	UNUM LIFE INSURANCE CO OF AMERICA	\$38,112.84
8/9/22	8069895	WESCO GROUP INC	\$101.77
8/9/22	8069896	WILBUR-ELLIS HOLDINGS II INC	\$5,378.34
8/9/22	8069897	VALMONT COMPOSITE STRUCTURES INC	\$16,564.00
8/9/22	8069898	ADVANCED SYST FOR POWER ENGINEERING	\$20,955.90
8/9/22	8069899	BICKFORD MOTORS INC	\$7,433.99
8/9/22	8069900	CAR WASH ENTERPRISES INC	\$53.00
8/9/22	8069901	DIRECTV LLC	\$186.98
8/9/22	8069902	GARY D KREIN	\$1,153.95
8/9/22	8069903	NATIONAL BARRICADE CO LLC	\$706.12
8/9/22	8069904	TRANSAMERICAN POWER PRODUCTS INC	\$148,451.00
8/9/22	8069905	US BANK NA	\$10,485.34
8/9/22	8069906	USGS NATIONAL CENTER	\$4,524.25
8/9/22	8069907	ARAMARK UNIFORM & CAREER APPAREL GR	\$4,514.16
8/9/22	8069908	CADMAN MATERIALS INC	\$467.30
8/9/22	8069909	KENDALL DEALERSHIP HOLDINGS LLC	\$68.71
8/9/22	8069910	THE GORDIAN GROUP	\$691.51
8/9/22	8069911	UNIVERSAL PROTECTION SERVICE LP	\$673.14
8/9/22	8069912	HTC ENTERPRISES LC	\$747.03

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
8/9/22	8069913	HARRIS FORD INC	\$466.52
8/9/22	8069914	SMARTLINK LLC	\$1,464.44
8/9/22	8069915	PACE FUND	\$80.86
8/12/22	8069916	COMCAST HOLDING CORPORATION	\$136.67
8/12/22	8069917	CITY OF EDMONDS	\$637.16
8/12/22	8069918	EVERETT COMMUNITY COLLEGE	\$3,465.00
8/12/22	8069919	CITY OF EVERETT	\$140.53
8/12/22	8069920	CORE & MAIN LP	\$8,018.03
8/12/22	8069921	GENUINE PARTS COMPANY	\$271.83
8/12/22	8069922	PACIFIC SAFETY SUPPLY INC	\$8,435.70
8/12/22	8069923	PACIFIC TOPSOILS INC	\$481.54
8/12/22	8069924	PENNSYLVANIA TRANSFORMER TECH INC	\$654.00
8/12/22	8069925	ROBERT HALF INTERNATIONAL INC	\$7,486.74
8/12/22	8069926	SEAHURST ELECTRIC CO INC	\$14,893.96
8/12/22	8069927	STEWART TITLE COMPANY	\$329.70
8/12/22	8069928	STATE OF WASHINGTON	\$114.91
8/12/22	8069929	DOBBS HEAVY DUTY HOLDINGS LLC	\$452.64
8/12/22	8069930	AAA OF EVERETT FIRE	\$437.95
8/12/22	8069931	BICKFORD MOTORS INC	\$3,602.14
8/12/22	8069932	CITY OF BRIER	\$500.00
8/12/22	8069933	CPC MATERIALS INC	\$1,204.47
8/12/22	8069934	ENGINUIITY ADVANTAGE LLC	\$2,666.00
8/12/22	8069935	GARY D KREIN	\$1,538.60
8/12/22	8069936	REX ELECTRIC SERVICE INC	\$4,145.91
8/12/22	8069937	SIEMENS INDUSTRY INC	\$29,439.11
8/12/22	8069938	SNOHOMISH COUNTY	\$8,524.54
8/12/22	8069939	TOTAL LANDSCAPE CORP	\$1,153.95
8/12/22	8069940	LAMAR TEXAS LTD PARTNERSHIP	\$6,165.00
8/12/22	8069941	AMERICAN AIR FILTER CO INC	\$308.03
8/12/22	8069942	JENSEN HUGHES INC	\$15,320.00
8/12/22	8069943	REXEL USA INC	\$302.75
8/12/22	8069944	WILLDAN ENERGY SOLUTIONS	\$249.22

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
8/12/22	8069945	JUSTIN BAILEY	\$750.00
8/12/22	8069946	CADMAN MATERIALS INC	\$486.31
8/12/22	8069947	ALPHA CRUX LLC	\$154,008.40
8/12/22	8069948	BRAND INDUSTRIAL SERVICES INC	\$5,037.08
8/12/22	8069949	KENDALL DEALERSHIP HOLDINGS LLC	\$337.79
8/12/22	8069950	ALTERNATIVE LED LLC	\$8,296.14
8/12/22	8069951	EVERGREEN STATE SHEET METAL INC	\$2,650.00
8/12/22	8069952	ACCORD CONTRACTORS LLC	\$9,166.53
8/12/22	8069953	CREEKSIDE 2020, LLC	\$1,295.32
8/12/22	8069954	KAUFFMAN GRADING	\$275.00
8/16/22	8069955	ALLDATA LLC	\$130.68
8/16/22	8069956	EVERETT COMMUNITY COLLEGE	\$12,700.60
8/16/22	8069957	GLOBAL RENTAL COMPANY INC	\$4,670.75
8/16/22	8069958	LOWES COMPANIES INC	\$257.09
8/16/22	8069959	GENUINE PARTS COMPANY	\$652.52
8/16/22	8069960	PUGET SOUND ENERGY INC	\$113.50
8/16/22	8069961	REGIONAL DISPOSAL COMPANY	\$14,401.60
8/16/22	8069962	REPUBLIC SERVICES INC	\$211.11
8/16/22	8069963	RIVERSIDE TOPSOIL INC	\$340.00
8/16/22	8069964	SIX ROBBLEES INC	\$394.18
8/16/22	8069965	SNOHOMISH COUNTY	\$10.00
8/16/22	8069966	SNOHOMISH COUNTY	\$10.00
8/16/22	8069967	DOBBS HEAVY DUTY HOLDINGS LLC	\$3,766.66
8/16/22	8069968	ALDERWOOD WATER & WASTEWATER DISTRI	\$33.66
8/16/22	8069969	BICKFORD MOTORS INC	\$3,266.06
8/16/22	8069970	FITCH RATINGS INC	\$7,500.00
8/16/22	8069971	ZIPPER GEO ASSOCIATES LLC	\$6,545.89
8/16/22	8069972	GSR RENTALS INC	\$3,116.08
8/16/22	8069973	FSX INC	\$274.75
8/16/22	8069974	BHC CONSULTANTS LLC	\$3,648.00
8/16/22	8069975	DYMEK SOLUTIONS INC	\$2,000.00
8/16/22	8069976	UNIVERSAL PROTECTION SERVICE LP	\$1,061.49

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
8/16/22	8069977	UFP WESTERN DIVISION INC	\$4,821.91
8/16/22	8069978	AXEL SPRINGER WAGON HOLDINGS INC	\$18,495.85
8/16/22	8069979	GLASS BY LUND INC	\$1,250.00
8/19/22	8069980	DAVID PERRIGOUE	\$100.00
8/19/22	8069981	STEPHEN HILL & SUSAN HILL	\$6,020.02
8/19/22	8069982	CHARLES MILLER	\$8,370.56
8/19/22	8069983	CARRIE RODLAND	\$7.58
8/19/22	8069984	CDW LLC	\$162,086.29
8/19/22	8069985	CNA SURETY COMPANY	\$50.00
8/19/22	8069986	EQUIFAX INFORMATION SERVICES LLC	\$8,928.40
8/19/22	8069987	CITY OF EVERETT	\$408,723.37
8/19/22	8069988	FEDERAL EXPRESS CORP	\$11.65
8/19/22	8069989	GLOBAL RENTAL COMPANY INC	\$2,967.30
8/19/22	8069990	GENUINE PARTS COMPANY	\$687.06
8/19/22	8069991	PACIFIC TOPSOILS INC	\$236.50
8/19/22	8069992	REPUBLIC SERVICES INC	\$96.83
8/19/22	8069993	ROBERT HALF INTERNATIONAL INC	\$8,878.04
8/19/22	8069994	CITY OF SEATTLE	\$38,356.00
8/19/22	8069995	SNOHOMISH COUNTY	\$7,918.56
8/19/22	8069996	VERMEER NORTHWEST SALES	\$283.40
8/19/22	8069997	BICKFORD MOTORS INC	\$1,314.59
8/19/22	8069998	EBEY HILL HYDROELECTRIC INC	\$386.15
8/19/22	8069999	ENGINUIITY ADVANTAGE LLC	\$533.20
8/19/22	8070000	GREYWARE AUTOMATION PRODUCTS INC	\$1,550.35
8/19/22	8070001	INTEGRATED SYSTEMS CONTROLS LLC	\$5,100.21
8/19/22	8070002	SIEMENS INDUSTRY INC	\$12,097.79
8/19/22	8070003	STANWOOD REDI MIX INC	\$349.12
8/19/22	8070004	WESTON SERVICES INC	\$14,890.00
8/19/22	8070005	COMCAST CORPORATION	\$514.06
8/19/22	8070006	THE BANK OF NEW YORK MELLON TRUST	\$326.00
8/19/22	8070007	SIGNATURE SYSTEMS GROUP LLC	\$101,334.00
8/19/22	8070008	FRITEL AND ASSOCIATES LLC	\$58,939.00

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
8/19/22	8070009	WORK TRUCK DIRECT INC	\$365.09
8/19/22	8070010	THE PAPE GROUP INC	\$3,250.05
8/19/22	8070011	JANET S ELLIOTT	\$2,100.00
8/19/22	8070012	WASHINGTON STATE DOT	\$791.33
8/19/22	8070013	PSC CUSTOM LLC	\$550.25
8/19/22	8070014	METER READING HOLDING I CORP	\$4,169.26
8/19/22	8070015	US BANK/BROOKFIELD RENEWABLE	\$6,250.00
8/19/22	8070016	CONCENTRIC LLC	\$2,922.20
8/19/22	8070017	ACCESS INFO INTERMEDIATE HLDNG I LL	\$3,359.57
8/19/22	8070018	FREMONT ANALYTICAL INC	\$148.75
8/19/22	8070019	BRANDON LIUKKO	\$370.00
8/19/22	8070020	JONATHAN KRAJCAR	\$480.00
8/19/22	8070021	SNOHOMISH COUNTY	\$13.68
8/19/22	8070022	DALE VANRY	\$500.00
8/19/22	8070023	ARROW INSULATION INC	\$2,931.00
8/19/22	8070024	EVERGREEN STATE SHEET METAL INC	\$2,650.00
8/23/22	8070025	BRUCK RICHARDS CHAUDIERE INC	\$8,000.00
8/23/22	8070026	COMCAST HOLDING CORPORATION	\$240.83
8/23/22	8070027	GLOBAL RENTAL COMPANY INC	\$17,254.30
8/23/22	8070028	HARGIS ENGINEERS INC	\$5,850.00
8/23/22	8070029	CORE & MAIN LP	\$11,398.61
8/23/22	8070030	BEACON PUBLISHING INC	\$660.00
8/23/22	8070031	GENUINE PARTS COMPANY	\$352.12
8/23/22	8070032	PUGET SOUND ENERGY INC	\$92,200.26
8/23/22	8070033	ROBERT HALF INTERNATIONAL INC	\$1,632.00
8/23/22	8070034	SKAGIT LAW GROUP PLLC	\$302.16
8/23/22	8070035	SNOHOMISH COUNTY	\$680.00
8/23/22	8070036	UNITED SITE SERVICES OF NEVADA INC	\$1,205.53
8/23/22	8070037	STATE OF WASHINGTON	\$7,489.96
8/23/22	8070038	WAGNER SMITH EQUIPMENT CO	\$731.28
8/23/22	8070039	WILBUR-ELLIS HOLDINGS II INC	\$720.17
8/23/22	8070040	DOBBS HEAVY DUTY HOLDINGS LLC	\$330.08

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
8/23/22	8070041	BICKFORD MOTORS INC	\$477.76
8/23/22	8070042	PROLAND SERVICES INC	\$476.00
8/23/22	8070043	SNOHOMISH COUNTY	\$170.00
8/23/22	8070044	STATE OF WASHINGTON	\$2,517.50
8/23/22	8070045	GEO TEST SERVICES INC	\$6,026.00
8/23/22	8070046	BRINKS INC	\$1,739.06
8/23/22	8070047	SUSE LLC	\$27,900.00
8/23/22	8070048	FSX EQUIPMENT INC	\$1,608.78
8/23/22	8070049	KINSHIP GROUP LLC	\$7,492.77
8/23/22	8070050	FORMA CONSTRUCTION COMPANY	\$188,745.31
8/23/22	8070051	UNIVERSAL PROTECTION SERVICE LP	\$621.36
8/23/22	8070052	ACTIVESTATE SOFTWARE INC	\$1,099.00
8/23/22	8070053	MARY WICKLUND	\$15.40
8/26/22	8070054	LANDSVERK QUALITY HOMES, INC	\$10,498.66
8/26/22	8070055	DOUGLAS E. GODFREY	\$835.55
8/26/22	8070056	MARK WAYLAND	\$4,727.50
8/26/22	8070057	FULLWILER CONSTRUCTION INC	\$1,296.00
8/26/22	8070058	AIRPORT 100 LLC	\$20,925.72
8/26/22	8070059	R & B TRUCKING	\$275.00
8/26/22	8070060	MICHAEL LAJUDICE	\$275.00
8/26/22	8070061	DEERHAVEN VI LLC	\$1,697.90
8/26/22	8070062	CHANEL GOIN	\$2,195.55
8/26/22	8070063	A&M CABLE LLC	\$275.00
8/26/22	8070064	JULIAN & RYLIE WILLIS	\$900.00
8/26/22	8070065	AT&T CORP	\$14,815.52
8/26/22	8070066	CNA SURETY COMPANY	\$50.00
8/26/22	8070067	COMCAST HOLDING CORPORATION	\$136.04
8/26/22	8070068	CONTECH ENGINEERED SOLUTIONS INC	\$60,880.35
8/26/22	8070069	CITY OF DARRINGTON	\$5,060.72
8/26/22	8070070	DISH NETWORK	\$82.77
8/26/22	8070071	EVERETT COMMUNITY COLLEGE	\$3,767.00
8/26/22	8070072	CITY OF GOLD BAR	\$6,629.05

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
8/26/22	8070073	CITY OF GOLD BAR	\$449.51
8/26/22	8070074	KAMAN FLUID POWER LLC	\$1,218.35
8/26/22	8070075	KENT D BRUCE	\$2,731.30
8/26/22	8070076	CITY OF MARYSVILLE	\$144,035.21
8/26/22	8070077	CITY OF MOUNTLAKE TERRACE	\$48,867.84
8/26/22	8070078	GENUINE PARTS COMPANY	\$172.28
8/26/22	8070079	VERIZON CONNECT NWF INC	\$29,575.99
8/26/22	8070080	OLYMPIC VIEW WATER SEWER	\$108.39
8/26/22	8070081	PACIFIC TOPSOILS INC	\$39.90
8/26/22	8070082	RIVERSIDE TOPSOIL INC	\$302.74
8/26/22	8070083	ROBERT HALF INTERNATIONAL INC	\$5,987.52
8/26/22	8070084	SALISH NETWORKS INC	\$480.40
8/26/22	8070085	SEAHURST ELECTRIC CO INC	\$46,728.12
8/26/22	8070086	SEAHURST ELECTRIC CO INC	\$29,570.62
8/26/22	8070087	SILVER LAKE WATER & SEWER DISTRICT	\$93.00
8/26/22	8070088	SOUND PUBLISHING INC	\$205.80
8/26/22	8070089	CITY OF SULTAN	\$21,673.59
8/26/22	8070090	TALLEY INC	\$2,338.89
8/26/22	8070091	UNITED SITE SERVICES OF NEVADA INC	\$1,597.78
8/26/22	8070092	US BANK NA	\$7,500.00
8/26/22	8070093	OLDCASTLE PRECAST INC	\$1,314.40
8/26/22	8070094	STATE OF WASHINGTON	\$1,837.48
8/26/22	8070095	STATE OF WASHINGTON	\$60.00
8/26/22	8070096	WEST PUBLISHING CORPORATION	\$8,386.69
8/26/22	8070097	AAA OF EVERETT FIRE	\$198.75
8/26/22	8070098	CITY OF ARLINGTON	\$98,447.78
8/26/22	8070099	CITY OF BOTHELL	\$97,534.25
8/26/22	8070100	CITY OF BRIER	\$11,098.87
8/26/22	8070101	ECODOCX LLC	\$1,520.00
8/26/22	8070102	GREATER EDMONDS CHAMBER OF COMMERCE	\$1.84
8/26/22	8070103	CITY OF EDMONDS	\$107,518.49
8/26/22	8070104	EDS MCDUGALL LLC	\$360.00

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
8/26/22	8070105	HARBOR MARINE MAINTENANCE & SUPPLY	\$678.52
8/26/22	8070106	CITY OF INDEX	\$477.62
8/26/22	8070107	GARY D KREIN	\$1,346.28
8/26/22	8070108	CITY OF LAKE STEVENS	\$78,476.50
8/26/22	8070109	CITY OF LAKE STEVENS	\$38,580.61
8/26/22	8070110	CITY OF MONROE	\$70,425.43
8/26/22	8070111	CITY OF STANWOOD	\$22,858.38
8/26/22	8070112	TOTAL LANDSCAPE CORP	\$17,336.05
8/26/22	8070113	TOWN OF WOODWAY	\$4,311.37
8/26/22	8070114	CITY OF EVERETT	\$277.20
8/26/22	8070115	CITY OF GRANITE FALLS	\$13,034.86
8/26/22	8070116	ELDEC CORPORATION	\$24,942.95
8/26/22	8070117	CROWN CASTLE INTERNATIONAL CORP	\$6,846.32
8/26/22	8070118	NORTH SOUND AUTO GROUP LLC	\$25.58
8/26/22	8070119	CITY OF EVERETT	\$478,949.08
8/26/22	8070120	REXEL USA INC	\$154.97
8/26/22	8070121	FSX INC	\$329.70
8/26/22	8070122	GREEN DOT CONCRETE	\$466.41
8/26/22	8070123	PUGET SOUND EQUIPMENT SALES INC	\$2,975.28
8/26/22	8070124	CRAWFORD & COMPANY	\$460.00
8/26/22	8070125	CADMAN MATERIALS INC	\$1,639.72
8/26/22	8070126	ARTHUR J GALLAGHER RISK	\$140.00
8/26/22	8070127	BOISE CASCADE COMPANY	\$25,357.77
8/26/22	8070128	KENDALL DEALERSHIP HOLDINGS LLC	\$381.52
8/26/22	8070129	FORMA CONSTRUCTION COMPANY	\$63,532.83
8/26/22	8070130	BRANDON LIUKKO	\$120.00
8/26/22	8070131	CHOOCH AND SON LLC	\$1,300.00
8/26/22	8070132	THE BARTELL DRUG COMPANY	\$35.88
8/26/22	8070133	LUMENAL LIGHTING LLC	\$209.56
8/26/22	8070134	CITY OF LYNNWOOD	\$142,169.75
8/26/22	8070135	CITY OF MUKILTEO	\$64,863.20
8/26/22	8070136	CITY OF SNOHOMISH	\$758.63

Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
8/26/22	8070137	CITY OF SNOHOMISH	\$30,501.96
8/26/22	8070138	RESOUND ENERGY LLC	\$4,050.72
Total:			\$3,890,886.05

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
8/8/22	6031887	ALS GROUP USA CORP	\$85.00
8/8/22	6031888	DAVID EVANS & ASSOCIATES INC	\$22,468.11
8/8/22	6031889	MOTOR TRUCKS INTL & IDEALEASE INC	\$2,493.58
8/8/22	6031890	OPEN TEXT INC	\$9,232.82
8/8/22	6031891	PARAMETRIX INC	\$8,765.00
8/8/22	6031892	PERKINS COIE LLP	\$6,388.20
8/8/22	6031893	PUGET SOUND ENERGY INC	\$1,209.98
8/8/22	6031894	STELLA-JONES CORPORATION	\$22,388.48
8/8/22	6031895	TOYOTA TSUSHO MATERIAL HANDLING AME	\$1,936.14
8/8/22	6031896	WW GRAINGER INC	\$1,570.77
8/8/22	6031897	BRAKE & CLUTCH SUPPLY INC	\$1,073.02
8/8/22	6031898	DESIGNER DECAL INC	\$905.03
8/8/22	6031899	DICKS TOWING INC	\$321.46
8/8/22	6031900	EDGE ANALYTICAL INC	\$198.00
8/8/22	6031901	BRIAN DAVIS ENTERPRISES INC	\$32,319.27
8/8/22	6031902	NORTHWEST CASCADE INC	\$309.05
8/8/22	6031903	BEN-KO-MATIC CO	\$13,432.82
8/8/22	6031904	ROHLINGER ENTERPRISES INC	\$2,497.97
8/8/22	6031905	SWC ENTERPRISES LLC	\$1,052.67
8/8/22	6031906	SENSUS USA INC	\$1,946.52
8/8/22	6031907	WALTER E NELSON CO OF WESTERN WA	\$74.84
8/8/22	6031908	ALTEC INDUSTRIES INC	\$1,278.80
8/8/22	6031909	ANIXTER INC	\$19,933.72
8/8/22	6031910	CAPITAL ARCHITECTS GROUP PC	\$7,193.75
8/8/22	6031911	TRAFFIC CONTROL PLAN CO OF WA LLC	\$700.00
8/8/22	6031912	REXEL USA INC	\$22,464.19
8/8/22	6031913	WORKLOGIX MANAGEMENT INC	\$3,125.00
8/8/22	6031914	OAC SERVICES INC	\$801.84
8/8/22	6031915	FLEET SERVICE VEHICLE REPAIR LLC	\$174.62
8/8/22	6031916	HR ACUITY LLC	\$27,400.00
8/8/22	6031917	PACHECOS LANDSCAPING LLC	\$466.40
8/8/22	6031918	VICKI DORSEY	\$87.50

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
8/8/22	6031919	HUGH GIBSON	\$491.09
8/8/22	6031920	ERIC SCHNEIDER	\$154.00
8/8/22	6031921	LAURA LEMKE	\$1,650.00
8/8/22	6031922	SHAY CAMPBELL	\$149.00
8/8/22	6031923	BRYON EASON	\$1,450.00
8/8/22	6031924	ALLISON JUBB	\$587.62
8/9/22	6031925	CENTRAL WELDING SUPPLY CO INC	\$434.72
8/9/22	6031926	NORTH COAST ELECTRIC COMPANY	\$2,058.55
8/9/22	6031927	STELLAR INDUSTRIAL SUPPLY INC	\$1,093.15
8/9/22	6031928	GORDON TRUCK CENTERS INC	\$355.79
8/9/22	6031929	VAN NESS FELDMAN LLP	\$4,045.50
8/9/22	6031930	WILLIAMS SCOTSMAN INC	\$282.37
8/9/22	6031931	WASHINGTON ST NURSERY & LANDSCAPE A	\$3,685.00
8/9/22	6031932	AARD PEST CONTROL INC	\$128.40
8/9/22	6031933	COLEHOUR & COHEN INC	\$118,921.25
8/9/22	6031934	THE COMPLETE LINE LLC	\$437.40
8/9/22	6031935	GREENSHIELDS INDUSTRIAL SUPPLY INC	\$789.74
8/9/22	6031936	DESIGNER DECAL INC	\$4,890.00
8/9/22	6031937	ECOLIGHTS NORTHWEST LLC	\$1,372.56
8/9/22	6031938	GENERAL PACIFIC INC	\$10,833.94
8/9/22	6031939	LENZ ENTERPRISES INC	\$1,675.83
8/9/22	6031940	LOUIS F MATHESON CONSTRUCTION INC	\$2,346.51
8/9/22	6031941	ROHLINGER ENTERPRISES INC	\$5,822.98
8/9/22	6031942	SEATTLE AUTOMOTIVE DISTRIBUTING INC	\$347.17
8/9/22	6031943	STATE OF WASHINGTON	\$4,540.25
8/9/22	6031944	ALTEC INDUSTRIES INC	\$2,192.40
8/9/22	6031945	THE GOODYEAR TIRE & RUBBER CO	\$8,633.47
8/9/22	6031946	REXEL USA INC	\$10,578.94
8/9/22	6031947	NORTH COUNTY OUTLOOK INC	\$405.00
8/9/22	6031948	DS SERVICES OF AMERICA INC	\$148.33
8/9/22	6031949	RESOURCE INNOVATIONS INC	\$5,217.33
8/9/22	6031950	TARREN ACKERMANN	\$5,090.70

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
8/9/22	6031951	RAND WORLDWIDE INC	\$6,610.49
8/9/22	6031952	CALIFORNIA ELECTRIC TRANSPORT COALI	\$5,000.00
8/9/22	6031953	ALERA GROUP INC	\$8,156.25
8/9/22	6031954	AMERICAN CRAWLSPACE & PEST SERVICES	\$1,126.00
8/9/22	6031955	WASHINGTON ENERGY SERVICES COMPANY	\$450.00
8/9/22	6031956	KYLE FITZHUGH	\$125.00
8/10/22	6031957	ASSN OF ENERGY SERVICES PROF	\$2,000.00
8/10/22	6031958	ROMAINE ELECTRIC CORP	\$669.92
8/10/22	6031959	SAP AMERICA INC	\$124,000.83
8/10/22	6031960	SCHWEITZER ENGINEERING LAB INC	\$894.83
8/10/22	6031961	TOPSOILS NORTHWEST INC	\$1,164.42
8/10/22	6031962	GORDON TRUCK CENTERS INC	\$371.25
8/10/22	6031963	COLEHOUR & COHEN INC	\$2,630.50
8/10/22	6031964	GENERAL PACIFIC INC	\$35,986.04
8/10/22	6031965	LENZ ENTERPRISES INC	\$452.65
8/10/22	6031966	NORTHWEST CASCADE INC	\$1,044.25
8/10/22	6031967	SOUND SAFETY PRODUCTS CO INC	\$635.54
8/10/22	6031968	ALTEC INDUSTRIES INC	\$799.19
8/10/22	6031969	ANIXTER INC	\$184,872.67
8/10/22	6031970	THE GOODYEAR TIRE & RUBBER CO	\$676.20
8/10/22	6031971	CG ENGINEERING PLLC	\$647.50
8/10/22	6031972	TRAFFIC CONTROL PLAN CO OF WA LLC	\$1,400.00
8/10/22	6031973	HARNISH GROUP INC	\$5,366.42
8/10/22	6031974	HP INC	\$22,872.39
8/10/22	6031975	JULIE MAINSTONE	\$2,006.91
8/10/22	6031976	GEORGE HESPE	\$48.75
8/10/22	6031977	TREVOR ESTRADA	\$284.00
8/10/22	6031978	GILLIAN ANDERSON	\$88.78
8/11/22	6031979	ASPLUNDH TREE EXPERT LLC	\$25,459.24
8/11/22	6031980	FASTENAL COMPANY	\$549.50
8/11/22	6031981	HOWARD INDUSTRIES INC	\$12,993.48
8/11/22	6031982	MOSS ADAMS LLP	\$680.00

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Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
8/11/22	6031983	MOTOR TRUCKS INTL & IDEALEASE INC	\$244.28
8/11/22	6031984	NORTH COAST ELECTRIC COMPANY	\$1,603.77
8/11/22	6031985	NORTHSTAR CHEMICAL INC	\$1,760.20
8/11/22	6031986	PETROCARD INC	\$4,062.85
8/11/22	6031987	ROMAINE ELECTRIC CORP	\$868.63
8/11/22	6031988	RWC INTERNATIONAL LTD	\$428.41
8/11/22	6031989	SAP INDUSTRIES INC	\$3,510.00
8/11/22	6031990	WEST COAST PAPER CO	\$615.44
8/11/22	6031991	ACCURATE CALIBRATION SERVICES LLC	\$2,650.00
8/11/22	6031992	B&L UTILITY INC	\$16,937.62
8/11/22	6031993	CHAMPION BOLT & SUPPLY INC	\$837.92
8/11/22	6031994	COLEHOUR & COHEN INC	\$83,611.50
8/11/22	6031995	CUZ CONCRETE PRODUCTS INC	\$4,945.50
8/11/22	6031996	HD FOWLER COMPANY INC	\$1,127.81
8/11/22	6031997	NORTHWEST CASCADE INC	\$80.00
8/11/22	6031998	GRAYBAR ELECTRIC CO INC	\$71.74
8/11/22	6031999	ALTEC INDUSTRIES INC	\$1,228.56
8/11/22	6032000	CAPITAL ARCHITECTS GROUP PC	\$3,996.00
8/11/22	6032001	MOBILE SOLUTIONS SVCS HOLDINGS LLC	\$8,360.10
8/11/22	6032002	TRAFFIC CONTROL PLAN CO OF WA LLC	\$175.00
8/11/22	6032003	WESTERN STATES FIRE PROTECTION CO	\$5,242.55
8/11/22	6032004	CANYON INDUSTRIES INC	\$161,390.23
8/11/22	6032005	CM HEATING INC	\$4,300.00
8/11/22	6032006	COHEN VENTURES INC	\$824.16
8/12/22	6032007	ASPLUNDH TREE EXPERT LLC	\$10,391.36
8/12/22	6032008	LEGACY2012 LLC	\$1,362.50
8/12/22	6032009	LOUIS F MATHESON CONSTRUCTION INC	\$5,967.48
8/12/22	6032010	VALMONT TELECOMMUNICATIONS INC	\$5,064.84
8/12/22	6032011	CG ENGINEERING PLLC	\$405.00
8/12/22	6032012	WELLNESS BY WISHLIST INC	\$38.22
8/12/22	6032013	CM HEATING INC	\$16,700.00
8/15/22	6032014	ASPLUNDH TREE EXPERT LLC	\$10,926.14

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Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
8/15/22	6032015	CONSOLIDATED ELECTRICAL DISTRIBUTOR	\$1,060.92
8/15/22	6032016	DOBLE ENGINEERING CO	\$163.80
8/15/22	6032017	FASTENAL COMPANY	\$261.12
8/15/22	6032018	HOWARD INDUSTRIES INC	\$107,682.22
8/15/22	6032019	IVOXY CONSULTING INC	\$7,500.00
8/15/22	6032020	MOTOR TRUCKS INTL & IDEALEASE INC	\$81.43
8/15/22	6032021	MR TRUCK WASH INC	\$857.22
8/15/22	6032022	NORTH COAST ELECTRIC COMPANY	\$943.92
8/15/22	6032023	SCHWEITZER ENGINEERING LAB INC	\$447.41
8/15/22	6032024	STELLA-JONES CORPORATION	\$24,696.12
8/15/22	6032025	TOPSOILS NORTHWEST INC	\$5,692.72
8/15/22	6032026	GORDON TRUCK CENTERS INC	\$200.51
8/15/22	6032027	WESSPUR TREE AND EQUIPMENT INC	\$989.65
8/15/22	6032028	ZONES INC	\$31,997.33
8/15/22	6032029	AARD PEST CONTROL INC	\$141.77
8/15/22	6032030	BRIAN DAVIS ENTERPRISES INC	\$10,550.07
8/15/22	6032031	NORTHWEST CASCADE INC	\$147.55
8/15/22	6032032	LOUIS F MATHESON CONSTRUCTION INC	\$307.41
8/15/22	6032033	TRIANGLE ASSOCIATES INC	\$8,730.60
8/15/22	6032034	STATE OF WASHINGTON	\$108,579.16
8/15/22	6032035	WALTER E NELSON CO OF WESTERN WA	\$9,210.37
8/15/22	6032036	ALTEC INDUSTRIES INC	\$14,510.71
8/15/22	6032037	ANIXTER INC	\$50,673.51
8/15/22	6032038	TRAFFIC CONTROL PLAN CO OF WA LLC	\$700.00
8/15/22	6032039	WESTERN STATES FIRE PROTECTION CO	\$4,037.20
8/15/22	6032040	ATWORK COMMERCIAL ENTERPRISES LLC	\$28,090.02
8/15/22	6032041	GOLDFARB & HUCK ROTH RIOJAS PLLC	\$234,438.48
8/15/22	6032042	LISTEN AUDIOLOGY SERVICES INC	\$1,402.00
8/15/22	6032043	AON CONSULTING INC	\$15,000.00
8/15/22	6032044	EIP COMMUNICATIONS I LLC	\$5,295.18
8/15/22	6032045	MURRAYSMITH INC	\$1,083.50
8/15/22	6032046	QUALITROL COMPANY LLC	\$2,140.94

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Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
8/15/22	6032047	GOLDFINCH BROTHERS INC	\$1,044.55
8/15/22	6032048	LIBERTY MUTUAL GROUP INC	\$28,467.48
8/16/22	6032049	TOPSOILS NORTHWEST INC	\$388.14
8/16/22	6032050	PUMPTech HOLDINGS LLC	\$63,089.81
8/16/22	6032051	SARA HULSE	\$7.02
8/16/22	6032052	CHAD WOLFORD	\$125.00
8/16/22	6032053	BENJAMIN SMITH	\$160.00
8/16/22	6032054	TRAVIS POLLOCK	\$125.00
8/16/22	6032055	HOLLY CHANEY	\$421.23
8/16/22	6032056	RONALD SHEPPARD	\$104.00
8/16/22	6032057	ERIN ABER	\$12.32
8/16/22	6032058	GENIE BROVOLD	\$89.34
8/16/22	6032059	SHAINA JOHNSON	\$28.00
8/16/22	6032060	SIDNEY LOGAN	\$463.76
8/17/22	6032061	DIVERSIFIED INSPECTIONS ITL INC	\$2,245.00
8/17/22	6032062	MR TRUCK WASH INC	\$2,813.44
8/17/22	6032063	NORTH COAST ELECTRIC COMPANY	\$562.09
8/17/22	6032064	NORTHSTAR CHEMICAL INC	\$1,398.42
8/17/22	6032065	STELLAR INDUSTRIAL SUPPLY INC	\$8,543.25
8/17/22	6032066	STELLA-JONES CORPORATION	\$22,266.25
8/17/22	6032067	TFS ENERGY LLC	\$925.00
8/17/22	6032068	GORDON TRUCK CENTERS INC	\$897.53
8/17/22	6032069	WESSPUR TREE AND EQUIPMENT INC	\$311.57
8/17/22	6032070	WILLIAMS SCOTSMAN INC	\$989.80
8/17/22	6032071	OTC GLOBAL HOLDINGS LP	\$1,448.00
8/17/22	6032072	OTC GLOBAL HOLDINGS LP	\$2,100.00
8/17/22	6032073	DESIGNER DECAL INC	\$544.05
8/17/22	6032074	EDGE ANALYTICAL INC	\$203.94
8/17/22	6032075	NORTHWEST CASCADE INC	\$835.80
8/17/22	6032076	GARY PETERSEN	\$14,142.95
8/17/22	6032077	POLY BAG LLC	\$2,420.82
8/17/22	6032078	LOUIS F MATHESON CONSTRUCTION INC	\$6,903.88

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Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
8/17/22	6032079	ROHLINGER ENTERPRISES INC	\$954.81
8/17/22	6032080	SWC ENTERPRISES LLC	\$2,615.50
8/17/22	6032081	TECH PRODUCTS INC	\$191.00
8/17/22	6032082	ANIXTER INC	\$40,514.70
8/17/22	6032083	MALLORY SAFETY AND SUPPLY LLC	\$1,205.26
8/17/22	6032084	THE GOODYEAR TIRE & RUBBER CO	\$771.78
8/17/22	6032085	ICONIX WATERWORKS INC	\$4,340.79
8/17/22	6032086	HSI WORKPLACE COMPLIANCE SOLUTIONS	\$54,785.15
8/17/22	6032087	NORTH COUNTY OUTLOOK INC	\$405.00
8/17/22	6032088	ORSI LESSEE LLC	\$33,777.00
8/17/22	6032089	FLEET SERVICE VEHICLE REPAIR LLC	\$115.89
8/17/22	6032090	THE GORDIAN GROUP	\$169.35
8/17/22	6032091	JANET BARNES	\$1,055.55
8/17/22	6032092	TINA BYRLEY-NORRIS	\$33.18
8/17/22	6032093	BRI'E N MILLER	\$198.76
8/17/22	6032094	KATIE MCEWEN	\$14.56
8/17/22	6032095	NORMAN VANISKI	\$16.80
8/17/22	6032096	JACKELINE MORALES	\$16.80
8/17/22	6032097	BRANDON STANIFER	\$420.00
8/17/22	6032098	MICHELLE STEIN	\$3.36
8/17/22	6032099	CRISTINA TATE	\$16.80
8/17/22	6032100	LISA WHEATLEY	\$51.85
8/17/22	6032101	ANDREW PARTINGTON	\$420.00
8/17/22	6032102	JUDITH ELENES-MARTINEZ	\$33.93
8/17/22	6032103	MATTHEW NEHRING	\$16.80
8/17/22	6032104	COURTNEY PERNICIARO	\$23.82
8/17/22	6032105	MELISSA WARREN	\$11.70
8/17/22	6032106	NICHOLAS PYSSON	\$22.40
8/17/22	6032107	CAROLINA HORTON	\$31.59
8/17/22	6032108	KRISTELLE HEZEL	\$16.80
8/18/22	6032109	ASPLUNDH TREE EXPERT LLC	\$31,056.03
8/18/22	6032110	ASSOCIATED PETROLEUM PRODUCTS INC	\$46,332.68

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Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
8/18/22	6032111	ON HOLD CONCEPTS INC	\$71.57
8/18/22	6032112	PITNEY BOWES PRESORT SERVICES LLC	\$247.33
8/18/22	6032113	ROMAINE ELECTRIC CORP	\$697.49
8/18/22	6032114	RWC INTERNATIONAL LTD	\$51.66
8/18/22	6032115	TOPSOILS NORTHWEST INC	\$517.52
8/18/22	6032116	CELLCO PARTNERSHIP	\$1,330.31
8/18/22	6032117	COLEHOUR & COHEN INC	\$2,200.00
8/18/22	6032118	EDGE ANALYTICAL INC	\$329.92
8/18/22	6032119	HOGLUNDS TOP SHOP INC	\$439.60
8/18/22	6032120	LENZ ENTERPRISES INC	\$442.20
8/18/22	6032121	LONE MOUNTAIN COMMUNICATIONS LLC	\$275.70
8/18/22	6032122	PACIFIC MOBILE STRUCTURES INC	\$1,390.81
8/18/22	6032123	SUMMIT LAW GROUP PLLC	\$1,548.00
8/18/22	6032124	TECH PRODUCTS INC	\$547.50
8/18/22	6032125	ALTEC INDUSTRIES INC	\$137.18
8/18/22	6032126	ANIXTER INC	\$30,530.38
8/18/22	6032127	SEMAPHORE CORP	\$70,514.60
8/18/22	6032128	AL VAN EQUIP NW INC	\$247.53
8/18/22	6032129	HARNISH GROUP INC	\$341.93
8/18/22	6032130	CLEAN CRAWL INC	\$1,485.00
8/18/22	6032131	CM HEATING INC	\$10,100.00
8/18/22	6032132	NICHOLAS BELISLE	\$160.00
8/18/22	6032133	KEGAN FRIDDLE	\$420.00
8/18/22	6032134	SHAY CAMPBELL	\$420.00
8/18/22	6032135	MONICA SAMUELS	\$17.92
8/18/22	6032136	SIDNEY LOGAN	\$107.25
8/18/22	6032137	KYLE FITZHUGH	\$420.00
8/18/22	6032138	MIGUEL MENA ENCARNACION	\$420.00
8/18/22	6032139	STEPHEN WALLACE	\$420.00
8/18/22	6032140	KELLAN BULMAN	\$420.00
8/18/22	6032141	TRAVIS WITTERS	\$420.00
8/18/22	6032142	STEVEN CHENOWETH	\$420.00

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Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
8/18/22	6032143	BRIAN ROY	\$420.00
8/18/22	6032144	LIBERTY MUTUAL GROUP INC	\$7,461.99
8/19/22	6032145	ALS GROUP USA CORP	\$85.00
8/19/22	6032146	AVISTA CORPORATION	\$15,550.00
8/19/22	6032147	EUGENE WATER & ELECTRIC BOARD	\$36,430.00
8/19/22	6032148	IBEW LOCAL 77	\$76,427.99
8/19/22	6032149	MR TRUCK WASH INC	\$1,589.19
8/19/22	6032150	TOPSOILS NORTHWEST INC	\$2,846.36
8/19/22	6032151	WILLIAMS SCOTSMAN INC	\$12,316.34
8/19/22	6032152	OFFICE OF THE SECRETARY OF STATE	\$2,532.50
8/19/22	6032153	NATIONAL RESTROOM TRAILERS LLC	\$24,978.00
8/19/22	6032154	CLEAN CRAWL INC	\$739.00
8/19/22	6032155	CM HEATING INC	\$10,250.00
8/19/22	6032156	HP INC	\$18,847.85
8/19/22	6032157	THOMAS STEWART	\$16.80
8/19/22	6032158	CHRISTOPHER BRANDLEY	\$35.00
8/19/22	6032159	SUZANNE BUCHMANN	\$32.76
8/22/22	6032160	CENTRAL WELDING SUPPLY CO INC	\$141.06
8/22/22	6032161	CONSOLIDATED ELECTRICAL DISTRIBUTOR	\$264.31
8/22/22	6032162	FASTENAL COMPANY	\$268.51
8/22/22	6032163	MOTOR TRUCKS INTL & IDEALEASE INC	\$408.65
8/22/22	6032164	ROMAINE ELECTRIC CORP	\$831.70
8/22/22	6032165	RWC INTERNATIONAL LTD	\$615.78
8/22/22	6032166	CELLCO PARTNERSHIP	\$114,088.43
8/22/22	6032167	GREENSHIELDS INDUSTRIAL SUPPLY INC	\$302.53
8/22/22	6032168	DAVIS DOOR SERVICE INC	\$1,421.11
8/22/22	6032169	DICKS TOWING INC	\$370.91
8/22/22	6032170	EDGE ANALYTICAL INC	\$521.18
8/22/22	6032171	HOGLUNDS TOP SHOP INC	\$2,406.78
8/22/22	6032172	ROHLINGER ENTERPRISES INC	\$4,269.13
8/22/22	6032173	SEATTLE AUTOMOTIVE DISTRIBUTING INC	\$236.73
8/22/22	6032174	SOUND SAFETY PRODUCTS CO INC	\$1,304.31

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Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
8/22/22	6032175	TECH PRODUCTS INC	\$197.00
8/22/22	6032176	TRICO COMPANIES LLC	\$160,041.98
8/22/22	6032177	GRAYBAR ELECTRIC CO INC	\$320.49
8/22/22	6032178	ALTEC INDUSTRIES INC	\$2,979.96
8/22/22	6032179	ANIXTER INC	\$52,877.93
8/22/22	6032180	THE GOODYEAR TIRE & RUBBER CO	\$1,948.64
8/22/22	6032181	HCL AMERICA INC	\$28,301.30
8/22/22	6032182	TRAFFIC CONTROL PLAN CO OF WA LLC	\$525.00
8/22/22	6032183	HARNISH GROUP INC	\$4,514.69
8/22/22	6032184	MYTHICS INC	\$70,638.44
8/22/22	6032185	MCWANE INC	\$101,086.10
8/22/22	6032186	REXEL USA INC	\$21.10
8/22/22	6032187	QURIUS OR TEDIUS LLC	\$4,643.29
8/22/22	6032188	HARMSSEN LLC	\$5,255.00
8/22/22	6032189	ARNETT INDUSTRIES LLC	\$12,070.97
8/22/22	6032190	TITAN ELECTRIC INC	\$5,384.03
8/22/22	6032191	THE ADT SECURITY CORPORATION	\$3,034.39
8/22/22	6032192	BLUEBERRY TECHNOLOGIES LLC	\$58,500.00
8/22/22	6032193	WELLNESS BY WISHLIST INC	\$1,425.62
8/22/22	6032194	SAN JUAN MARINE FREIGHT & SERVICES	\$4,845.00
8/22/22	6032195	WARANGKANA ZIMMERMAN	\$769.30
8/22/22	6032196	JERRY C DIXON	\$2,885.97
8/22/22	6032197	SMOKIN DOUGH LLC	\$2,950.82
8/22/22	6032198	POKE ME LLC	\$2,461.76
8/22/22	6032199	TBURGER LLC	\$2,200.29
8/22/22	6032200	HP INC	\$17,485.09
8/22/22	6032201	STILLY RIVER MECHANICAL INC	\$2,650.00
8/22/22	6032202	ROBERT INMAN	\$136.00
8/22/22	6032203	LYNH DICKEN	\$35.10
8/22/22	6032204	HEIDIE WAXHAM	\$1,039.00
8/22/22	6032205	SETH MACDUFF	\$149.00
8/22/22	6032206	GIUSEPPE FINA	\$2,449.87

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Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
8/22/22	6032207	MARIE MORRISON	\$328.25
8/22/22	6032208	ALLISON GRINCZEL	\$134.87
8/22/22	6032209	YULIYA SENNIKOV	\$9.36
8/22/22	6032210	KATRISHA FARLEY	\$1,282.00
8/22/22	6032211	SHAINA JOHNSON	\$238.83
8/22/22	6032212	JESSICA TAKARA	\$17.92
8/22/22	6032213	WILLIAM GARBER	\$445.96
8/22/22	6032214	MATTHEW HOFFMAN	\$157.52
8/22/22	6032215	JESSICA RAAB HOLMGREN	\$975.00
8/22/22	6032216	GABRIEL MCFARLAND	\$4.68
8/22/22	6032217	RICHARD ROSENKILDE	\$135.00
8/22/22	6032218	CINDY DAYLEY	\$716.89
8/22/22	6032219	WYATT HAWTHORNE	\$420.00
8/22/22	6032220	CASEY LONG	\$420.00
8/22/22	6032221	THOMAS MCMASTER	\$28.08
8/22/22	6032222	KELSEY LEWIS	\$327.96
8/22/22	6032223	NICHOLAS NICHOLSON	\$144.59
8/22/22	6032224	AMY LEE	\$45.74
8/23/22	6032225	FASTENAL COMPANY	\$247.28
8/23/22	6032226	NORTHWEST POWER POOL CORP	\$61.00
8/23/22	6032227	RWC INTERNATIONAL LTD	\$1,563.25
8/23/22	6032228	SEATTLE TIMES COMPANY	\$525.00
8/23/22	6032229	STELLAR INDUSTRIAL SUPPLY INC	\$3,926.58
8/23/22	6032230	STELLA-JONES CORPORATION	\$23,660.78
8/23/22	6032231	TRENCHLESS CONSTR SVCS LLC	\$74,319.54
8/23/22	6032232	DUNLAP INDUSTRIAL HARDWARE INC	\$2,716.73
8/23/22	6032233	EDGE ANALYTICAL INC	\$220.00
8/23/22	6032234	GENERAL PACIFIC INC	\$16,391.77
8/23/22	6032235	LENZ ENTERPRISES INC	\$1,004.43
8/23/22	6032236	LONGS LANDSCAPE LLC	\$2,258.97
8/23/22	6032237	ANIXTER INC	\$20,922.64
8/23/22	6032238	HARMSSEN LLC	\$575.58

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
8/23/22	6032239	DIAMOND VOGEL INC	\$1,131.28
8/23/22	6032240	MARIAN DACCA PUBLIC AFFAIRS LLC	\$6,800.00
8/23/22	6032241	AA REMODELING LLC	\$450.00
8/23/22	6032242	TIMOTHY EPP	\$248.53
8/23/22	6032243	JAMES CORNELL	\$125.00
8/23/22	6032244	COLE WALKER	\$420.00
8/23/22	6032245	HEATHER GRISOLIA	\$115.92
8/24/22	6032246	ALS GROUP USA CORP	\$85.00
8/24/22	6032247	EXPRESS IMAGING SYSTEMS LLC	\$348.76
8/24/22	6032248	JACO ANALYTICAL LAB INC	\$874.80
8/24/22	6032249	ROMAINE ELECTRIC CORP	\$2,519.77
8/24/22	6032250	STAR RENTALS INC	\$866.84
8/24/22	6032251	TRENCHLESS CONSTR SVCS LLC	\$10,169.58
8/24/22	6032252	GORDON TRUCK CENTERS INC	\$392.63
8/24/22	6032253	AARD PEST CONTROL INC	\$360.74
8/24/22	6032254	COLEHOUR & COHEN INC	\$2,150.00
8/24/22	6032255	DICKS TOWING INC	\$247.28
8/24/22	6032256	RICOH USA INC	\$3,505.72
8/24/22	6032257	VISION METERING LLC	\$106,800.00
8/24/22	6032258	THE GOODYEAR TIRE & RUBBER CO	\$11,781.28
8/24/22	6032259	ICONIX WATERWORKS INC	\$2,901.59
8/24/22	6032260	TRAFFIC CONTROL PLAN CO OF WA LLC	\$175.00
8/24/22	6032261	FLEET SERVICE VEHICLE REPAIR LLC	\$2,507.47
8/24/22	6032262	SERIES SEVEN INC	\$1,789.09
8/24/22	6032263	GRANICUS LLC	\$11,102.37
8/24/22	6032264	JEAN HEWETT	\$17.55
8/24/22	6032265	CASSIE HOUSER	\$1,034.45
8/24/22	6032266	JESSE SCHONEMAN	\$420.00
8/25/22	6032267	ASPLUNDH TREE EXPERT LLC	\$38,550.70
8/25/22	6032268	CENTRAL WELDING SUPPLY CO INC	\$427.43
8/25/22	6032269	DAVID EVANS & ASSOCIATES INC	\$1,753.20
8/25/22	6032270	FASTENAL COMPANY	\$157.11

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
8/25/22	6032271	NORTHSTAR CHEMICAL INC	\$500.00
8/25/22	6032272	OSMOSE UTILITIES SERVICES INC	\$296,026.33
8/25/22	6032273	PACIFIC POWER GROUP LLC	\$787.49
8/25/22	6032274	GORDON TRUCK CENTERS INC	\$239.90
8/25/22	6032275	WW GRAINGER INC	\$931.18
8/25/22	6032276	DAVIS DOOR SERVICE INC	\$3,263.53
8/25/22	6032277	DESIGNER DECAL INC	\$3,400.59
8/25/22	6032278	DICKS TOWING INC	\$142.18
8/25/22	6032279	DUNLAP INDUSTRIAL HARDWARE INC	\$6,506.30
8/25/22	6032280	LENZ ENTERPRISES INC	\$164.45
8/25/22	6032281	MERCURY FITNESS REPAIR INC	\$525.33
8/25/22	6032282	MORGAN SOUND	\$15,595.23
8/25/22	6032283	NORTHWEST CASCADE INC	\$296.50
8/25/22	6032284	SOUND SAFETY PRODUCTS CO INC	\$7,466.61
8/25/22	6032285	STOEL RIVES LLP	\$18,474.50
8/25/22	6032286	TYNDALE ENTERPRISES INC	\$2,885.40
8/25/22	6032287	THE FAB SHOP LLC	\$48,440.19
8/25/22	6032288	IMAGESOURCE INC	\$435.20
8/25/22	6032289	UNITED RENTALS NORTH AMERICA INC	\$2,939.82
8/25/22	6032290	GRAYBAR ELECTRIC CO INC	\$1,863.90
8/25/22	6032291	ALTEC INDUSTRIES INC	\$2,491.30
8/25/22	6032292	ANIXTER INC	\$708,238.83
8/25/22	6032293	GRID SOLUTIONS US LLC	\$40,282.75
8/25/22	6032294	BNSF RAILWAY COMPANY	\$3,708.63
8/25/22	6032295	CG ENGINEERING PLLC	\$975.00
8/25/22	6032296	MCWANE INC	\$42,867.54
8/25/22	6032297	AMERICAN POWER SYSTEMS LLC	\$10,832.79
8/25/22	6032298	FLEET SERVICE VEHICLE REPAIR LLC	\$115.89
8/25/22	6032299	THE ADT SECURITY CORPORATION	\$475.32
8/25/22	6032300	USIC HOLDINGS INC	\$1,925.00
8/25/22	6032301	UTILITY TRAILER & EQUIP SALES NW LL	\$305.90
8/25/22	6032302	HP INC	\$2,147.45

Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
8/25/22	6032303	VIKKI BELMONT	\$16.80
8/26/22	6032304	HOWARD INDUSTRIES INC	\$83,765.78
8/26/22	6032305	TK ELEVATOR CORPORATION	\$2,581.95
8/26/22	6032306	TOPSOILS NORTHWEST INC	\$1,681.94
8/26/22	6032307	UNITED PARCEL SERVICE	\$224.57
8/26/22	6032308	WILLIAMS SCOTSMAN INC	\$4,176.26
8/26/22	6032309	WEX BANK	\$79,229.27
8/26/22	6032310	HARNISH GROUP INC	\$5,146.79
Total:			\$5,071,678.38

Detailed Disbursement Report

Accounts Payable Wires			
Payment Date	Payment Ref Nbr	Payee	Amount
8/8/22	7002602	US BANK	\$44,263.27
8/8/22	7002603	ICMA-RC	\$38,764.20
8/12/22	7002604	US BANK NA	\$2,012,782.21
8/19/22	7002605	ICMA-RC	\$200,004.27
8/19/22	7002606	PUBLIC UTILITY DIST NO 1 OF SNOHOMI	\$38,043.09
8/19/22	7002607	ICMA-RC	\$553,621.92
8/22/22	7002608	PUBLIC UTILITY DIST NO 1 OF CHELAN	\$241,560.00
8/22/22	7002609	PUGET SOUND ENERGY INC	\$229,642.00
8/22/22	7002610	CITY OF SEATTLE	\$364,170.17
8/22/22	7002611	TRANSALTA ENERGY MARKETING US INC	\$632,491.00
8/22/22	7002612	US DEPARTMENT OF ENERGY	\$17,251,872.00
8/22/22	7002613	CITY OF TACOMA WASHINGTON	\$93,996.00
8/22/22	7002614	EDF TRADING NORTH AMERICA LLC	\$400.00
8/22/22	7002615	HAMPTON LUMBER MILLS-WA INC	\$71,290.75
8/22/22	7002616	LL&P WIND ENERGY INC	\$332,889.00
8/22/22	7002617	WHEAT FIELD WIND POWER PROJECT LLC	\$1,888,254.57
8/22/22	7002618	AVANGRID RENEWABLES HOLDINGS INC	\$1,364,923.40
8/25/22	7002619	US DEPARTMENT OF ENERGY	\$4,373,325.00

Total: \$29,732,292.85

Detailed Disbursement Report

Payroll			
Period End Date	Payment Ref Nbr	Payee	Amount
8/18/22	5300000675	PUD EMPLOYEES - DIRECT DEPOSIT	\$4,031,639.09
8/22/22	844727 - 844733	PUD EMPLOYEES - WARRANTS	\$20,481.91

Detailed Disbursement Report

Automatic Debit Payments			
Payment Date	Payment Ref Nbr	Payee	Amount
8/8/2022	5300000671	WELLNESS BY WISHLIST INC	\$3,100.23
8/8/2022	5300000672	STATE OF WA DEPT OF RETIR	\$1,840,524.11
8/12/2022	5300000674	WELLNESS BY WISHLIST INC	\$26,507.40
8/18/2022	5300000675	ADP INC	\$949,671.67
8/19/2022	5300000676	WELLNESS BY WISHLIST INC	\$10,445.74
8/23/2022	5300000677	WELLNESS BY WISHLIST INC	\$3,100.23
8/24/2022	5300000678	STATE OF WA DEPT OF RETIR	\$173,289.88
8/26/2022	5300000679	STATE OF WA DEPT OF REVEN	\$1,727,377.26
8/26/2022	5300000680	WELLNESS BY WISHLIST INC	\$7,195.67

Total: \$4,741,212.19



BUSINESS OF THE COMMISSION

Meeting Date: September 6, 2022

Agenda Item: 4A

TITLE:

Consideration of a Resolution Authorizing the CEO/General Manager or Designee to Execute an Interagency Agreement for a Clean Energy Fund (CEF) 4 Grant With the Washington State Department of Commerce Through Grid Modernization Grant Program for South Everett Microgrid

SUBMITTED FOR: Items for Individual Consideration

Generation	<u>Alex Chorey</u>	<u>5115</u>
Department	Contact	Extension
Date of Previous Briefing:	<u>June 7, 2022</u>	
Estimated Expenditure:	<u>\$150,000</u>	Presentation Planned <input type="checkbox"/>

ACTION REQUIRED:

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

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

2014-2018 Resource Portfolio

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

The District and the Washington State Department of Commerce have negotiated an Interagency Agreement for a CEF 4 Grant whereby the Department of Commerce will provide state funding to explore the feasibility of adding a battery storage component at the site of the planned South Everett Community Solar Project.

Adding a battery component could create a microgrid to provide resiliency to the surrounding neighborhood, grid, and potentially provide power redundancy to a city drinking water supply

facility or support another community facility. The neighborhood-level microgrid would provide benefits to a community that experiences a number of socioeconomic challenges as well as high summer peaking loads. In addition to providing benefits to the community and the District, a project like this would help the region learn about the challenges of co-ownership of renewable energy technologies.

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

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

List Attachments:

Resolution
Exhibit A

RESOLUTION NO. _____

A RESOLUTION Authorizing the CEO/General Manager or Designee to Execute an Interagency Agreement for a Clean Energy Fund (CEF) 4 Grant With the Washington State Department of Commerce Through Grid Modernization Grant Program for South Everett Microgrid

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

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

WHEREAS, the project’s goal is to provide resiliency to the surrounding neighborhood, grid, and potentially provide power redundancy to a city drinking water supply facility by: 1) exploring the feasibility of adding a battery storage component to the planned South Everett Solar Array; and 2) helping the region learn about the challenges of siting, constructing and controlling co-owned microgrids; and

WHEREAS, in addition to the \$150,000 reimbursement to be provided by the Department of Commerce, the District will be responsible for providing \$150,000 in matching funds which is expected to be provided in the form of \$50,000 monetary match from the District and at least \$100,000 in District staff time; and

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

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

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

PASSED AND APPROVED this 6th day of September, 2022.

President

Vice-President

Secretary



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum St SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

September 6, 2022

Snohomish County PUD
Attn: Jason Zyskowski
2320 California St
PO Box 1107
Everett, WA 98206-1107
RE: Grid Modernization (GRID2021) Grant #21-92201-038

Dear Jason Zyskowski,

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

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

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

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

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

Sincerely,

Jeremy Berke
Washington State Department of Commerce
360-995-3382
cef@commerce.wa.gov



Interagency Agreement with

Snohomish County PUD

through

Grid Modernization Grant Program

For

South Everett Microgrid

Start date: September 15, 2022

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FACE SHEET
Contract Number: #21-92201-038
Washington State Department of Commerce
Energy Division – Grid Modernization Program

1. Grantee Snohomish County PUD 2320 California St PO Box 1107 Everett, WA 98206-1107		2. Grantee Doing Business As (optional) N/A					
3. Grantee Representative Alex Chorey Principal Engineer AMChorey@snopud.com 425.418.8171		4. COMMERCE Representative <table style="width: 100%; border: none;"> <tr> <td style="width: 70%; border: none; vertical-align: top;"> Jeremy Berke Program Manager cef@commerce.wa.gov 360.995.3382 </td> <td style="width: 30%; border: none; vertical-align: top;"> PO Box 42525 1011 Plum St SE Olympia, Washington 98504-2525 </td> </tr> </table>		Jeremy Berke Program Manager cef@commerce.wa.gov 360.995.3382	PO Box 42525 1011 Plum St SE Olympia, Washington 98504-2525		
Jeremy Berke Program Manager cef@commerce.wa.gov 360.995.3382	PO Box 42525 1011 Plum St SE Olympia, Washington 98504-2525						
5. Contract Amount \$150,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 9/15/2022	8. End Date 9/14/2023 (provided funds are re-appropriated into the next biennium)				
9. Federal Funds (as applicable) N/A		<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Federal Agency:</td> <td style="width: 33%;">CFDA Number</td> </tr> <tr> <td>N/A</td> <td>N/A</td> </tr> </table>		Federal Agency:	CFDA Number	N/A	N/A
Federal Agency:	CFDA Number						
N/A	N/A						
10. Tax ID # 91-6001034	11. SWV # SWV0027556-00	12. UBI # 313-005-741	13. UEI # EM4RX1ZLK8K5				
11. Contract Purpose <p>Snohomish PUD, in partnership with the City of Everett, will explore the feasibility of adding a battery storage component to an upcoming community solar project that is planned for construction in South Everett. A battery storage component could facilitate a microgrid that would provide resiliency to the surrounding neighborhood, the regional power grid, and potentially provide power redundancy to city-owned infrastructure.</p>							
15. Signing Statement <p>COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Reporting, Attachment "D" - Budget Proviso Language, and Attachment "E" – Site List.</p>							
FOR GRANTEE <hr/> Jason Zyskowski Assistant General Manager - Generation, Power, Rates, and Transmission Management <hr/> Date		FOR COMMERCE <hr/> Michael Furze, Assistant Director, Energy Division <hr/> Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.					



DECLARATIONS

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

CLIENT INFORMATION

Legal Name:	Snohomish County PUD
Contract Number:	#21-92201-038
Award Year:	2021
State Wide Vendor Number:	SWV0027556-00

PROJECT INFORMATION

Project Title:	South Everett Microgrid
Project Address	See Attachment "E" – Site List

GRANT INFORMATION

Maximum Percent from Commerce:	50% of eligible costs
Type of Match Accepted:	Cash, In-kind
Earliest Date for Reimbursement:	9/15/2022
Time of Performance	9/15/2022 – 9/14/2023

PROGRAM SPECIFIC TERMS AND CONDITIONS GOVERNING THIS GRANT

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

1. **INTELLECTUAL PROPERTY PROVISIONS**

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

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

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

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

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



change prior to implementation. Proceeding with changes to the Scope of Work prior to gaining the express written approval from Commerce may be considered a substantive breach of contract and may result in suspension of payment until breach is cured or termination for cause.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

1.1 AUTHORITY

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

1.2 CONTRACT MANAGEMENT

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

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

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

1.3 COMPENSATION

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

1.4 BILLING PROCEDURES AND PAYMENT

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

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

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

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

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

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

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

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

Invoices and End of Fiscal Year

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

1.5 INSURANCE

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

1.6 SUBCONTRACTOR DATA COLLECTION

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

1.7 ORDER OF PRECEDENCE

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

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

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

2.1 DEFINITIONS

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

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

2.2 ALL WRITINGS CONTAINED HEREIN

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

2.3 AMENDMENTS

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

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

2.4 ASSIGNMENT

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

2.5 CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

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

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

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

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

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

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

2.6 COPYRIGHT

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

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

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

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

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

2.7 DISPUTES

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

2.8 GOVERNING LAW AND VENUE

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

2.9 INDEMNIFICATION

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

2.10 LICENSING, ACCREDITATION AND REGISTRATION

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

2.11 RECAPTURE

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

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

2.12 RECORDS MAINTENANCE

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

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

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

2.13 SAVINGS

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

2.14 SEVERABILITY

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

2.15 SUBCONTRACTING

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

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

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

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

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

2.16 SURVIVAL

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

2.17 TERMINATION FOR CAUSE

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

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

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

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

2.18 TERMINATION FOR CONVENIENCE

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

2.19 TERMINATION PROCEDURES

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

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

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

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

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

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

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

2.20 TREATMENT OF ASSETS

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

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

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

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

2.21 WAIVER

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

ATTACHMENT A – SCOPE OF WORK

Purpose: This project will explore the feasibility of adding a battery storage component to an upcoming community solar project that is planned for construction in South Everett. Such a battery storage component may lead to the development of a microgrid to provide resiliency to the surrounding neighborhood, the power grid and potentially provide power redundancy to a city drinking water supply facility or support other community facilities. This neighborhood-scale microgrid would provide benefits to a socioeconomically disadvantaged community that experiences high summer peaking loads. Should the initial microgrid design resulting from this study come to fruition it will be the first neighborhood-scale microgrid in a dense urban setting in Snohomish County.

Capital Project Objectives:

1. City of Everett Objectives

- a. Resilience, Emergency Response and Energy Security;
 - i. Create power supply redundancy to ensure availability of clean drinking water to the community.
 - ii. Interface with existing diesel generator and reduce its run time.
 - iii. Explore potential options for leveraging the microgrid to provide community support during extended power outages.
- b. Renewable Energy Integration;
 - i. Decreased reliability on fossil-fueled backup generation during outages lowering overall greenhouse gas emissions for the city, in addition to lessening the impact of air and noise pollution on the adjacent neighborhood.
- c. Gain understanding of available technologies to prepare for future renewable energy investment.

2. Snohomish PUD Objectives;

- a. This project will increase grid reliability at the end of a crowded distribution feeder serving income-challenged communities, major commercial and manufacturing work centers, and critical city facilities.
- b. This project will explore the potential for a partnership with the City of Everett to utilize the battery in the event of power outages to back up water utility operations or to support community emergency services at another nearby facility.
- c. This project will explore the potential for the PUD to use the battery for grid support - energy arbitrage, peak shaving, capacity, load management, etc.
- d. This project will demonstrate how renewable energy powered microgrids can provide multiple value streams for the utility and community.
 - i. Evaluate the added value that an energy storage component brings to an existing solar array.

Major Components to Be Evaluated

1. Battery Energy Storage

- a. This project will evaluate the feasibility of integrating a battery energy storage component into the planned community solar project.
- b. This project will evaluate battery storage technologies and determine the best choice for economics and safety
- c. This project will evaluate the size of the energy storage system to provide the best solution based on economics, available space, safety and critical load needs.

2. Microgrid control systems

- a. Integration with planned solar project and existing building energy supply/backup generators

Description of Sites

The solar array will be located in South Everett on approximately 1.75 acres of property owned by the City of Everett adjacent to Walter E. Hall Park. The adjoining property owned by the City houses a drinking water supply facility that serves the local community. A microgrid at this site would have high visibility to park goers and would provide opportunity to support the City's water utility. The site has an existing generator that may be incorporated into the system.

Track 1 Grant Scope of Work

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

ATTACHMENT B - BUDGET

Milestone	Milestone and Task Description	Key Deliverable(s)	Activity Period	Percent of CEF Grant	\$ Applicant Match	\$ Amount of CEF Grant
A	Service Contracts with Partners					
	Draft Service Contracts with Partners	Draft Contracts	Q3 ' 2022	10.0%	\$15,000	\$15,000
	Final Service Contracts with Partners	Final Contracts	Q4 '2022	20.0%	\$30,000	\$30,000
			Activity A Subtotal	30.0%	\$45,000	\$45,000
B	Scope Completion & Final Report					
	Final Report Approved By Commerce	Copy of final report	Q2 '2023	70.0%	\$105,000	\$105,000
			Activity B Subtotal	70.0%	\$105,00	\$105,000
			Budget Total	100%	\$150,000	\$150,000

DELIVERABLES

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

ATTACHMENT C – REPORTING

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

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

ATTACHMENT D – BUDGET PROVISIO LANGUAGE

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT E – SITE LIST

Site #	Site Name	Site Description	City	Zip
1	City of Everett – South Everett Microgrid Site	Adjacent to Walter E. Hall Park [1226 W Casino Rd] and Water Treatment Plant	Everett	98204



BUSINESS OF THE COMMISSION

Meeting Date: September 6, 2022

Agenda Item: 4B

TITLE

Consideration of a Resolution Authorizing the CEO/General Manager or Designee to Execute a Department of Commerce Interagency Agreement With Snohomish County PUD Through Grid Modernization Grant Program for Utility Scale Storage Integration for Proposed Utility Scale Solar Project (Big Flats Energy Storage) (a Clean Energy Fund (CEF) 4 Grant)

SUBMITTED FOR: Items for Individual Consideration

<u>Power Supply</u>	<u>Kris Scudder</u>	<u>4238</u>
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing:	<u>June 7, 2022</u>	
Estimated Expenditure:	<u>\$150,000</u>	Presentation Planned <input type="checkbox"/>

ACTION REQUIRED:

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

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

2022-2031 Clean Energy Action Plan (Pg. 214 of 2021 IRP)

The Commission-adopted 2021 IRP contains the 10-year Clean Energy Action Plan, which identifies up to 5MW of local solar and up to 70MW of energy storage as part of the lowest cost portfolio.

The District and the Washington State Department of Commerce have negotiated an Interagency Agreement for a CEF 4 Grant whereby the Department of Commerce will provide state funding to explore the feasibility of installing utility scale storage with a proposed solar project under development by the Tulalip Tribes to study the viability and value of enhancing solar generation.

The District's initial expenditure will be approximately \$300,000. The award will reimburse the District \$150,000 for the feasibility study, and the District and Tulalip Tribes are responsible for providing remaining net cost share and other project costs in the approximate amount of \$150,000.

Tasks to be funded under this award are the procurement of consulting services necessary to complete commercial and financial feasibility analysis for a utility scale energy storage paired with a proposed solar project.

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

List Attachments:

Resolution

Exhibit A

RESOLUTION NO. _____

A RESOLUTION Authorizing the CEO/General Manager or Designee to Execute a Department of Commerce Interagency Agreement With Snohomish County PUD Through Grid Modernization Grant Program for Utility Scale Storage Integration for Proposed Utility Scale Solar Project (Big Flats Energy Storage) (a Clean Energy Fund (CEF) 4 Grant)

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

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

WHEREAS, the project’s goal is to conduct a feasibility study for an energy storage system to supplement a proposed solar photovoltaic (PV) plant by characterizing the potential economic values that a paired solar and storage system will yield the Tribes and allows the exercise of innovative approaches when assessing the value of energy storage resources, system sizing, siting of resources and ownership structure; and

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

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

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

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

PASSED AND APPROVED this 6th day of September, 2022.

President

Vice-President

Secretary



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum St SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

September 15, 2022

Snohomish County PUD
Attn: Jason Zyskowski
2320 California St
PO Box 1107
Everett, WA 98206-1107
RE: Grid Modernization (GRID2021) Grant #21-92201-041

Dear Jason Zyskowski,

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

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

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

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

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

Sincerely,

Jeremy Berke
Washington State Department of Commerce
360-995-3382
cef@commerce.wa.gov



Interagency Agreement with

Snohomish County PUD

through

Grid Modernization Grant Program

For

Utility Scale Storage Integration for Proposed Utility Scale Solar Project
(Big Flats Energy Storage)

Start date: September 15, 2022

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FACE SHEET
Contract Number: #21-92201-041
Washington State Department of Commerce
Energy Division – Grid Modernization Program

1. Grantee Snohomish County PUD 2320 California St PO Box 1107 Everett, WA 98206-1107		2. Grantee Doing Business As (optional) N/A	
3. Grantee Representative Kris Scudder Principal Utility Analyst KRScudder@snopud.com 425.783.4238		4. COMMERCE Representative <div style="display: flex; justify-content: space-between;"> <div> Jeremy Berke Program Manager cef@commerce.wa.gov 360.995.3382 </div> <div> PO Box 42525 1011 Plum St SE Olympia, Washington 98504-2525 </div> </div>	
5. Contract Amount \$150,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 9/15/2022	8. End Date 9/14/2023 (provided funds are re-appropriated into the next biennium)
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # 91-6001034		11. SWV # SWV0027556-00	
12. UBI # 313-005-741		13. UEI # EM4RX1ZLK8K5	
11. Contract Purpose <p>Snohomish PUD will conduct a feasibility study and early stage development for an energy storage system to supplement a solar photovoltaic plant. Both prospective projects are planned on land owned by The Tulalip Tribes. The study will encompass siting, co-location (with the solar plant), ownership structure and economic outcomes resulting from the energy storage resource.</p>			
15. Signing Statement <p>COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Reporting, Attachment "D" - Budget Proviso Language, and Attachment "E" – Site List.</p>			
FOR GRANTEE <div style="border-top: 1px solid black; margin-top: 20px;"> Jason Zyskowski Assistant General Manager - Generation, Power, Rates, and Transmission Management </div> <div style="border-top: 1px solid black; margin-top: 20px;"> Date </div>		FOR COMMERCE <div style="border-top: 1px solid black; margin-top: 20px;"> Michael Furze, Assistant Director, Energy Division </div> <div style="border-top: 1px solid black; margin-top: 20px;"> Date </div> APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.	



DECLARATIONS

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

CLIENT INFORMATION

Legal Name:	Snohomish County PUD
Contract Number:	#21-92201-041
Award Year:	2021
State Wide Vendor Number:	SWV0027556-00

PROJECT INFORMATION

Project Title:	Utility Scale Storage Integration for Proposed Utility Scale Solar Project (Big Flats Energy Storage)
Project Address	See Attachment "E" – Site List

GRANT INFORMATION

Maximum Percent from Commerce:	50% of eligible costs
Type of Match Accepted:	Cash, In-kind
Earliest Date for Reimbursement:	9/15/2022
Time of Performance	9/15/2022 – 9/14/2023

PROGRAM SPECIFIC TERMS AND CONDITIONS GOVERNING THIS GRANT

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

1. INTELLECTUAL PROPERTY PROVISIONS

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

1.1 AUTHORITY

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

1.2 CONTRACT MANAGEMENT

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

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

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

1.3 COMPENSATION

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

1.4 BILLING PROCEDURES AND PAYMENT

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

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

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

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

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

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

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

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

Invoices and End of Fiscal Year

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

1.5 INSURANCE

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

1.6 SUBCONTRACTOR DATA COLLECTION

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

1.7 ORDER OF PRECEDENCE

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

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

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

2.1 DEFINITIONS

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

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

2.2 ALL WRITINGS CONTAINED HEREIN

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

2.3 AMENDMENTS

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

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

2.4 ASSIGNMENT

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

2.5 CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

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

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

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

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

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

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

2.6 COPYRIGHT

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

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

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

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

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

2.7 DISPUTES

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

2.8 GOVERNING LAW AND VENUE

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

2.9 INDEMNIFICATION

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

2.10 LICENSING, ACCREDITATION AND REGISTRATION

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

2.11 RECAPTURE

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

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

2.12 RECORDS MAINTENANCE

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

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

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

2.13 SAVINGS

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

2.14 SEVERABILITY

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

2.15 SUBCONTRACTING

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

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

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

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

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

2.16 SURVIVAL

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

2.17 TERMINATION FOR CAUSE

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

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

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

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

2.18 TERMINATION FOR CONVENIENCE

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

2.19 TERMINATION PROCEDURES

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

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

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

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

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

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

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

2.20 TREATMENT OF ASSETS

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

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

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

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

2.21 WAIVER

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

ATTACHMENT A – SCOPE OF WORK

Purpose: In partnership with the Tulalip Tribes, Snohomish PUD will conduct a feasibility study and early stage development for an energy storage system to supplement a solar photovoltaic (PV) plant. Both the solar PV plant and Energy Storage Resource are being planned at the Tulalip owned site near Everett, described in detail below and commonly referred to as “Big Flats.”. The increasing prevalence of solar and wind energy production leads to an increasing need for energy storage resources to optimize the dispatch of variable resources. The findings will characterize the potential economic values that a paired solar and storage system will yield the Tribes. This project allows the exercise of innovative approaches when assessing the value of energy storage resources, system sizing, siting of resources and ownership structure.

Capital Project Objectives:

1. Tulalip Tribes Objectives:

- a. Maximize the economic returns of the planned solar asset.
 - i. Optimize solar generation revenue. The PUD has increasing capacity needs and improving the capacity value of a solar project may yield additional revenue for the tribes. Shifting output to higher load hours creates additional revenue opportunities.
 - ii. Maximize value streams of the prospective Big Flats Solar project by better matching community needs with solar production. Solar energy output is not well matched with peak load needs predominantly in the winter months. Peak load needs are between 6 and 10 am for the morning peak and 5 and 8 pm for the evening peak. Peak hours occur mostly before sunrise and after sunset. Energy storage allows peak needs to be met with renewable energy shifting the availability of production to peak hours.
- b. Renewable Energy Integration.
 - i. Determine the optimal characteristics for ownership, siting and sizing of energy storage resource and solar PV plant for the Big Flats Solar Project. There are several options for ownership and operations and all produce different value streams. This study will examine various mixes of ownership and operator arrangements.
 - ii. Model the marginal value of the capacity resource that results from pairing storage to renewable energy generation. Characterize the monetary yields of the capacity resource for the Tulalip Tribes.

2. Snohomish PUD Objectives:

- a. Determine the value of a utility owned storage resource coupled with solar production as compared to stand alone solar. The PUD typically has excess energy but is short on reliable capacity (on call resources). This study will examine the value to the PUD of a capacity resource paired with renewable energy generation.
- b. Analyze ownership structures to maximize community benefit of coupled resources. Ownership and operational structures can be adjusted to improve cooperation between the PUD and its Snohomish county partners.
- c. Evaluate various economic and partnership strategies to facilitate development of storage projects
- d. Evaluate energy storage technologies (including but not limited to Liquid Air Energy Storage, Flow Battery Storage, Lithium-Ion Batteries and other non-conventional technologies) that optimize dispatch, storage duration, cost and scale. Lithium-Ion batteries are the most common form of energy storage however it may not be optimal given PUD load shape and needs. This study will evaluate various storage mechanisms for project longevity, dispatch duration and capacity.

Major Components to Be Evaluated

1. Energy Storage
 - a. This project will evaluate the feasibility of integrating an energy storage component with the planned solar PV plant.
 - b. This project will evaluate commercially available energy storage technologies and present a recommendation for an energy storage system that delivers maximum economic yield and operational health and safety.
 - c. This project will evaluate the size of the energy storage system to provide the best solution based on economics, available space, available solar charging, safety and system capacity dispatch needs.
 - d. Integration with solar plant. This study will present recommendations for optimal scale of storage and solar generation output.
 - e. This study will consider the location of energy storage in relation to the solar plant. The study will determine if the storage resource needs to co-located with the solar plant.

Description of Sites

The proposed solar project will be in North Everett on Old Tulalip Landfill. A detailed schedule of the parcels under consideration is included in “Attachment E” below.

Energy storage siting to be included within this scope.

Track 1 Grant Scope of Work

1. Form project team and preliminary contractual relationships between partners, as well as preliminary commercial terms of the project
2. Procure consulting and/or other services necessary to completing Track 1 activities
 - o The PUD will hire a consultant to conduct the feasibility study and be responsible for specific project deliverables to enable the PUD and Tulalip Tribes to determine project feasibility and a clear project plan.
 - o The PUD will utilize a cross-functional management structure leveraging subject-matter expertise from across the PUD to inform and manage the project
3. Complete commercial and financial feasibility study.
 - o Feasibility of partnership.
 - o The value of storage to the Tulalip Tribes and PUD
 - o Permitting and Interconnection agreements (PUD and BPA as necessary)
 - o Construction costs and requirements
 - o Operations and Maintenance costs and requirements
 - o Community concerns – visibility, noise, etc.
 - o Development and ownership structures.
4. Assess legal and environmental suitability
5. Complete preliminary 10- 30% level ownership and operating agreement, power transfer structure and operation details.
6. Complete preliminary project management and operations plan, budget and schedule

ATTACHMENT B - BUDGET

Milestone	Milestone and Task Description	Key Deliverable(s)	Activity Period	Percent of CEF Grant	\$ Applicant Match	\$ Amount of CEF Grant
A	Service Contracts with Partners					
	Draft Service Contracts with Partners	Draft Contracts	Q2 ' 2022	10.0%	\$15,000	\$15,000
	Final Service Contracts with Partners	Final Contracts	Q2 '2022	20.0%	\$30,000	\$30,000
			Activity A Subtotal	30.0%	\$45,000	\$45,000
B	Scope Completion & Final Report					
	Final Report Approved By Commerce	Copy of final report	Q2 '2023	70.0%	\$105,000	\$105,000
			Activity B Subtotal	70.0%	\$105,00	\$105,000
			Budget Total	100%	\$150,000	\$150,000

DELIVERABLES

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

ATTACHMENT C – REPORTING

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

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

ATTACHMENT D – BUDGET PROVISIO LANGUAGE

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT E – SITE LIST

Site #	Site Name	Site Description	City	Zip
1	Old Tulalip Landfill	Lot 1 of Sec. 5, TS 29N, R 5E of Tract 507	Tulalip	98271
2	Old Tulalip Landfill	Lot 8, Lot 9, Lot 13 of Sec. 32, TS 30N, R 5E of Tract 507	Tulalip	98271
3	Old Tulalip Landfill	Lot 2, Lot 3 of Sec. 5, TS 29N, R 5E of Tract 91	Tulalip	98271
4	Old Tulalip Landfill	Lot 9, Lot 10 of Sec. 31, TS 30N, R 5E of Tract 91	Tulalip	98271
5	Old Tulalip Landfill	Lot 10, Lot 12 of Sec. 32, TS 30N, R 5E of Tract 91 of Land Area 123	Tulalip	98271



BUSINESS OF THE COMMISSION

Meeting Date: September 6, 2022

Agenda Item: 5A

TITLE

Commission Reports

SUBMITTED FOR: Commission Business

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

ACTION REQUIRED:

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

SUMMARY STATEMENT:

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: September 6, 2022

Agenda Item: 5B

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

September 2022

August 31 – September 2:

Public Power Council/PNUCC Meetings

Virtual

(Olson/Wolfe/Logan)

September 8:

NWPPA Government Relations Committee Meeting

Virtual 1:00 p.m. – 3:30 p.m.

(Wolfe)

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

September 21:

PUD Customer Breakfast

Virtual 8:00 a.m. – 9:00 a.m.

(Logan/ Olson/Wolfe)

Commissioner Event Calendar – 2022

October 2022

October 5 - 7:

Public Power Council/PNUCC Meetings
Virtual

October 14:

Washington State Solar Summit
Virtual
(Olson)

October 2022

Commissioner Event Calendar – 2022

November 2022

November 16 - 18:

Public Power Council/PNUCC Annual Meetings
Portland, OR

November 2022

Commissioner Event Calendar – 2022

December 2022

December 2022

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

2022 Budget, Forecast, and Major Project Status

Update to Board of Commissioners

(\$000's)

	YTD Budget through July	YTD Results through July
Operating Revenues		
Energy Retail Sales	\$ 379,537	\$ 375,467
Energy Wholesale Sales	29,275	46,167
Other Operating Revenues	20,779	16,280
Total Operating Revenues	\$ 429,591	\$ 437,915
Operating Expenses		
Purchased Power	\$ 190,204	\$ 201,671
Operations & Maintenance	144,127	149,959
Taxes	23,567	24,487
Depreciation	34,669	35,259
Total Operating Expenses	\$ 392,567	\$ 411,376
Net Operating Income	\$ 37,024	\$ 26,539
Interest Income & Other	3,932	(1,546)
Interest Charges	(10,294)	(5,672)
Contributions	19,172	16,598
Net Income	\$ 49,834	\$ 35,919
Capital Expenditures	\$ 93,499	\$ 62,745

ELECTRIC SYSTEM HIGHLIGHTS THROUGH JULY

- Energy Retail Sales results appear lower than budget through July due to timing and adjustment to billings; actual consumption has continued to be higher than budget due to colder weather.
- Energy Wholesale Sales continue to be higher than budget as a result of net surplus power and very favorable market prices.
- Other Operating Revenues are lower than budget through July due to delay in re-implementation of late and disconnection fees.
- Purchased Power expenditures reflect higher market purchases due to higher spring loads, later snowpack runoff into hydropower and volatility in market prices.
- Operations & Maintenance expenses are running closer to budget but continue to reflect inflated costs on some materials and equipment and higher than budgeted uncollectible customer payment expenses.
- Interest Income and Charges are impacted by mark-to-market adjustments and a true-up related to debt amortization.
- Capital spending is expected to increase in the coming months and reduce this budget variance.



2022 BUDGET AND PROJECTION EXPECTATIONS

- Energy Retail Sales are projected to be higher than budget, but weather uncertainty could impact results.
- Energy Wholesale Sales are expected to be significantly higher than budget through the end of the year based on completed and forecast forward sales as a result of surplus power and forecasted higher wholesale prices.
- Other Operating Revenues will be underbudget at year-end due to less than budgeted late and disconnect fees.
- Purchased Power expenditures are expected to be higher than budget based on market purchases through July; year-end spend is very dependent on unanticipated weather and market price volatility.
- Operations & Maintenance expenditures are expected to be over budget by the end of the year due to supply chain issues.
- Capital Expenditures are forecasted to be spent at budgeted levels. See pages 3-4 for additional information on selected projects.

(\$000's)

2022 Budget	2022 Projection
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Operating Revenues

Energy Retail Sales	\$ 624,652	\$ 634,081
Energy Wholesale Sales	45,931	62,824
Other Operating Revenues	36,622	30,160
Total Operating Revenues	\$ 707,204	\$ 727,065

Operating Expenses

Purchased Power	\$ 325,237	\$ 334,969
Operations & Maintenance	246,781	256,381
Taxes	38,901	39,821
Depreciation	59,433	60,023
Total Operating Expenses	\$ 670,352	\$ 691,193

Net Operating Income

Interest Income & Other	6,740	3,765
Interest Charges	(17,419)	(17,419)
Contributions	32,867	29,295
Net Income	\$ 59,041	\$ 51,513

Capital Expenditures	\$ 156,254	\$ 155,268
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FORECASTED STATUS OF SELECTED MAJOR PROJECTS AND PROGRAMS

Yellow Indicates Change from Previous Report

Distribution and Engineering

- **Substation, Metering, and Telecom Projects:** The new Twin City Substation has been completed. The Harbour Point substation upgrade has started. Seven other substation projects are scheduled for this year, with one complete and another recently started. Design is ongoing for the 2023 construction of seven system reliability projects (three of which are currently in construction), circuit switcher replacements, and the North Mountain new breaker. Also, other projects are in design and expected to start construction in late 2022 including the addition of a second transformer to Edgcomb to support new loads in North County and the new Sky Valley substation station in the Monroe area. Several fiberoptic projects are being built in 2022 to reduce the risk of a single point of failure. Fiber will also be extended from the Monroe office to Qualco to be used for a future substation. Fiber to Qualco is in process, splicing is complete, and circuits will be turned on next month. The City of Everett installed a fiber extension to their water filtration plant that we will connect the leased circuit for. An RFP has been issued and is currently under review to replace our radio vendor.
- **Distribution Overhead and Underground Line Projects:** Material constraints in the first half of 2022 have hampered the release of non-critical underground system work. The Distribution group is focusing efforts on overhead construction including concentrating on the Bad Order (BO) pole program of which 184 BO poles were replaced in the first five months of the year. Other notable ongoing distribution projects include the City of Lynnwood 196th St SW undergrounding project, the Ballinger Substation 5th Feeder Circuit tie, the Twin City distribution feeder project, the Sky Valley Distribution feeder project, the SR 530 Franchise relocation project, the Stillaguamish Tribe's 236th St NE relocation project, the County's 43rd Ave SE and 36th Ave W relocation projects, and the Amazon commercial project in Arlington. The Distribution group also anticipates energizing the three Sound Transit/Lynnwood Link Traction Power Substations before the end of the year.
- **Hat Island Cable Replacement:** The design team, along with the support of a team of consultants, is reviewing alternate alignments. Engineering design and permitting of a new alignment is planned to occur in 2022.
- **Connect Up Program:** The new order for the Meter Exchange vans (2023 models) has been confirmed by Ford and will arrive in time to support meter exchanges. ETA for Sensus meters remains at Q2-2023. Systems Integration Testing Phase 1 (SIT 1) Build, and Configuration work is complete. 27% of SIT 1 test cases passed. The AMI Network Project has installed 48 base stations (on schedule) and continues to analyze recent Radio Frequency design updates from Sensus for the 10 remaining base station sites.
- **Transportation:** Supply chain issues are delaying the delivery dates of some orders. We are currently forecast to spend about \$7.5M of the original \$10M budget.

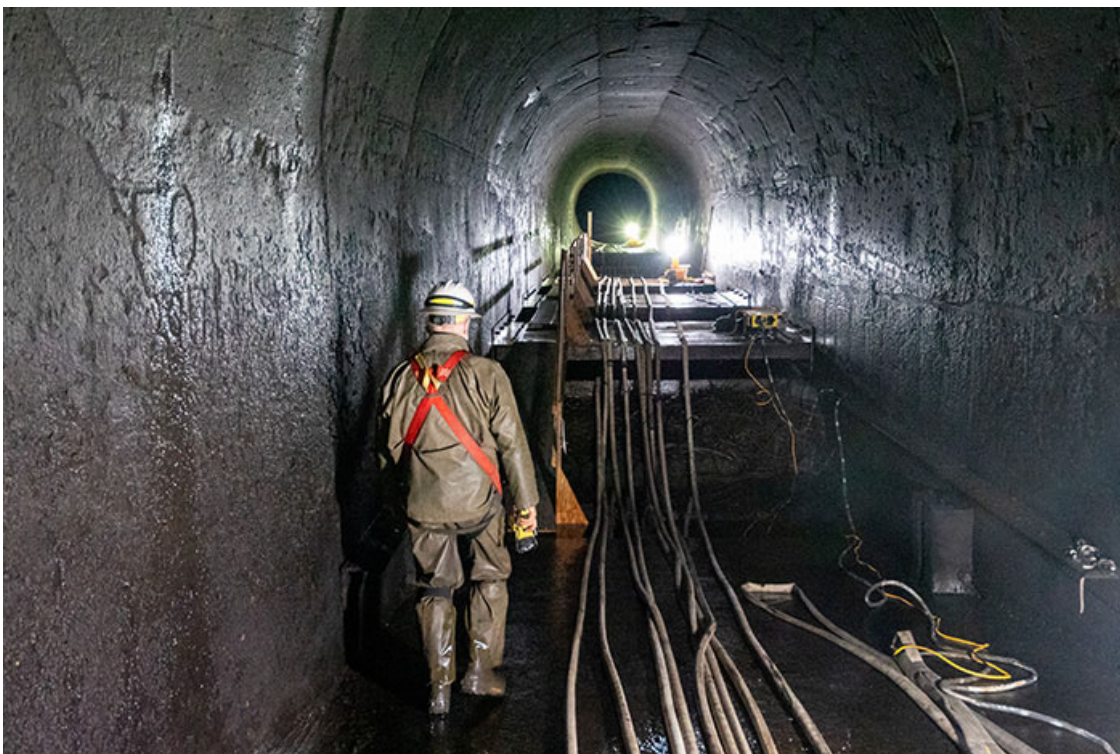
FORECASTED STATUS OF SELECTED MAJOR PROJECTS AND PROGRAMS CONTINUED

Facilities

- **North County Community Office:** Faber Construction was awarded the construction contract of \$31.4M and it includes the bid alternates for the Fuel Island, Heated Storage Building and Photovoltaic Power Generating System. A Pre-Construction Conference was held on August 31, 2022, with a Notice to Proceed on September 1, 2022. It is anticipated that the contractor will mobilize and start working on the site in early September 2022 and that the construction will be completed in the first quarter of 2024.
- **Electric Building Phase 2 Roof Replacement:** This project is entering the final phase of construction; substantial completion date has been extended to September 25 due to material delays. The project remains within budget.

Generation

- **Jackson Powerhouse Tenant Improvements:** TRICO Companies LLC has completed installation of the majority of the concrete block fire-rated wall construction and has a good start on wall framing and roughing in plumbing, heating ventilation and air conditioning, and electrical systems. The project remains on schedule for an early 2023 move-in.
- **Qualco Biogas-Electric Generation Project:** All major construction at Qualco is complete and the generator vendor Martin Energy is on site, commissioning the new thermal generating system. Commissioning is expected to be complete for the 675-kW generator by early September.



(\$000's)

YTD Budget through July	YTD Results through July
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Operating Revenues

Water Retail Sales	\$ 7,662	\$ 7,468
Water Wholesale Sales	289	360
Other Operating Revenues	221	212
Total Operating Revenues	\$ 8,172	\$ 8,040

Operating Expenses

Purchased Water	\$ 2,023	\$ 1,704
Operations & Maintenance	4,258	4,171
Taxes	407	405
Depreciation	1,945	1,970
Total Operating Expenses	\$ 8,633	\$ 8,250

Net Operating Income

Interest Income & Other	53	(100)
Interest Charges	(213)	105
Contributions	3,004	1,549
Net Income	\$ 2,383	\$ 1,344

Capital Expenditures	6,892	4,573
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WATER SYSTEM HIGHLIGHTS THROUGH JULY

- Water Retail Sales are running slightly behind budget due to cold, wet weather early in the year and a delayed, smaller rate increase than budgeted.
- Water Wholesale Sales reflect higher than budgeted sales to the cities of Arlington and Granite Falls through July.
- Interest Income and Charges reflect mark-to-market impacts and adjustments to debt amortization.
- Contributions are lower than budget due to less than usual developer activity in the service area.
- Capital Expenditures are behind budget expectations and has primarily included spending on two Warm Beach projects; capital spend is expected to be slightly under budget at year-end.

(\$000's)

YTD Budget through July	YTD Results through July
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Operating Revenues

Wholesale Sales	15,826	16,426
Other Operating Revenues	-	160

Total Operating Revenues

\$ 15,826	\$ 16,586
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Operating Expenses

Operations & Maintenance	5,859	6,440
Taxes	57	69
Depreciation	3,539	3,330

Total Operating Expenses

\$ 9,455	\$ 9,839
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Net Operating Income

\$ 6,371	\$ 6,747
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Interest Income & Other	413	(324)
Interest Charges	(2,623)	(1,103)
Contributions	29	8

Net Income

\$ 4,190	\$ 5,328
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Capital Expenditures

2,791	2,414
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**GENERATION SYSTEM
HIGHLIGHTS
THROUGH
JULY**

- Operations & Maintenance expenditures are higher than budget due to the timing of spending on larger maintenance projects.
- Interest Income and Charges reflect mark-to-market impacts and adjustments to debt amortization.
- Capital expenditures are under budget primarily due to timing and schedules of Jackson projects and should be close to budget by year-end.





BUSINESS OF THE COMMISSION

Meeting Date: September 6, 2022

Agenda Item: 6A

TITLE

Governance Planning Calendar

SUBMITTED FOR: Governance Planning

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

ACTION REQUIRED:

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

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 Tour~~ (scheduled for October 27)

To Be Scheduled

- Broadband

Governance Planning Calendar – 2022

September 6, 2022

Morning Session:

- Morning Session Cancelled

Afternoon Session:

- Governance Planning Calendar

September 15, 2022

Special Meeting:

- Hopeworks DC Fast Charger Ribbon Cutting and Tour

Governance Planning Calendar – 2022

September 20, 2022

Morning Session:

- Community Engagement
- Legislative
- ~~Connect Up Quarterly Update~~ (moved to November 1)
- DEI Update
- Joint Ownership Pole Attachment Agreement with Ziply
- ~~2023 Load Forecast Update~~ (moved to October 3)
- Clean Energy Transformation Act (CETA) Update
- Microgrid Educational Project

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
- Energy Risk Management Report
- Water Supply Update
- 2023 Load Forecast Update
- Interlocal Agreement – Snohomish County Bridge 102 Replacement Project
- Clean Buildings Accelerator Agreement
- Climate Commitment Act Allowance Forecast

Afternoon Session:

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

October 5, 2022

Special Meeting:

- ~~Arlington Microgrid and Clean Energy Center Ribbon Cutting~~

Governance Planning Calendar – 2022

October 18, 2022

Morning Session:

- Community Engagement
- Legislative
- ~~Energy Risk Management Report (moved to October 3)~~
- ~~Water Supply Update (moved to October 3)~~
- New East County Community Office
- Master Service Agreement (MSA) with PSE
- Post 2028 BPA Contract

Afternoon Session:

- Governance Planning Calendar

October 25, 2022

Special Meeting:

- Arlington Microgrid and Clean Energy Center Ribbon Cutting

Governance Planning Calendar – 2022

October 27, 2022

Special Meeting:

- Qualco Tour

Governance Planning Calendar – 2022

November 1, 2022

Morning Session:

- Media
- Pole Attachment Rates Update
- Net Billing Pilot Extension
- Schedule 200 Amendments
- **Connect Up Quarterly Update**
- **Energy Storage Update**

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
- **Dish Network MLA**

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
- 2023-2027 Strategic Plan Approval

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
- 2023 Rate Discussion

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
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February

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March

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September

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October

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30	31					

November

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27	28	29	30			

December

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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

 Holiday

#

Commission Meetings

For Planning Purposes Only and Subject to Change at any Time