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

October 3, 2022 **Monday**

<u>CONVENE REGULAR MEETING</u> – 9:00 a.m. – Commission Meeting Room

Virtual Meeting Participation Information

Join Zoom Meeting:

- Use link https://us06web.zoom.us/j/84904917265?pwd=djVXTnNUMWgya2x2dHNQNmFKMVpzQT09
- Dial in: (253) 215-8782
- Meeting ID: 849 0491 7265
- Passcode: 978858

1. <u>CEO/GENERAL MANAGER BRIEFING AND STUDY SESSION</u>

- A. Updates
 - 1. Media
 - 2. Other
- B. Interlocal Agreement Snohomish County Bridge 102 Replacement
- C. Clean Buildings Accelerator Agreement
- D. Energy Risk Management Report Semiannual Report 2022
- E. <u>Water Supply Update</u>
- F. 2023 Load Forecast

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

2. RECOGNITION/DECLARATIONS

A. Employee of the Month for October – Jackie Morales

3. 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."

4. CONSENT AGENDA

- A. <u>Approval of Minutes for the Regular Meeting of September 20, 2022</u>
- B. Bid Awards, Professional Services Contracts and Amendments
- C. Consideration of Certification/Ratification and Approval of District Checks and Vouchers

Continued \rightarrow

Snohomish County PUD Commission Agenda October 3, 2022 Page 2

5. PUBLIC HEARING

A. Open the 2023 Proposed Budget Hearing

6. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Consideration of a Resolution Authorizing the Assistant General Manager, Distribution and Engineering Services, of Public Utility District No. 1 of Snohomish County to Execute an Agreement for the Joint Ownership of Utility Poles With Northwest Fiber, LLC., a Delaware Limited Liability Company, d/b/a Ziply Fiber
- B. <u>Consideration of a Resolution Authorizing Investment of District Monies in the Local</u> <u>Government Investment Pool</u>

7. COMMISSION BUSINESS

- A. <u>Commission Reports</u>
- B. <u>Commissioner Event Calendar</u>
- C. 2022 Budget, Forecast, and Major Project Status Report August
- D. <u>Consideration of a Resolution of Recognition, Appreciation and Best Wishes to General</u> <u>Counsel Anne L. Spangler</u>

8. GOVERNANCE PLANNING

A. <u>Governance Planning Calendar</u>

ADJOURNMENT

October 5 - 7, 2022

Public Power Council (PPC)/Pacific Northwest Utilities Conference Committee (PNUCC) Meetings (Virtual)

<u>October 6, 2022</u> Economic Alliance Snohomish County (EASC) – Public Officials Reception Everett, WA 9:00 a.m. – 11:00 a.m.

<u>October 14, 2022</u> Washington State Solar Summit Seattle, WA 8:00 a.m. – 7:30 p.m.

The next scheduled regular meeting is October 18, 2022

Agendas can be found in their entirety on the Snohomish County Public Utility District No. 1 web page at <u>www.snopud.com</u>. 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: October 3, 202	2	Agenda Item: 1
TITLE:		
CEO/General Manager's Briefing an	d Study Session	
SUBMITTED FOR: Briefing and	Study Session	
CEO/General Manager	John Haarlow	8473
Department	Contact	Extension
Date of Previous Briefing:	N/A	
Estimated Expenditure:		Presentation Planned
ACTION REQUIRED:		
Decision Preparation	Incidental Mo	nitoring Report
	(Information)	intering report
Policy Decision	(mormation)	
SUMMARY STATEMENT:		

Identify the relevant Board policies and impacts:

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

List Attachments:

CEO/General Manager's Briefing and Study Session attachments







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Interlocal Agreement Snohomish County Bridge 102 Replacement Water Utility

October 3, 2022

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Presented by: Brant Wood – AGM, Water Utility Paul Federspiel – Principal Engineer



SNOHOMISH COUNTY PUD

Purpose

 The purpose of this presentation is to familiarize the Board of Commissioners with a proposed Interlocal Agreement with Snohomish County Public Works to include the design and construction of PUD water facilities in a County bridge replacement project.

Expectations of the Board

 Future consideration and approval of a resolution authorizing the District's CEO/General Manager to execute an Interlocal Agreement with Snohomish County.

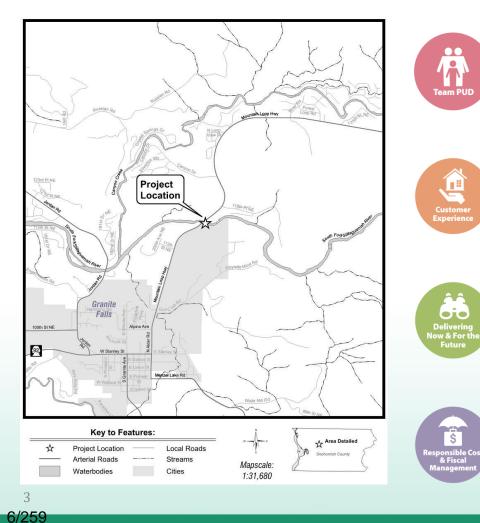




Project Location

Bridge 102 is located approximately 1.5 miles NE of Granite Falls on the Mountain Loop Highway over the Stillaguamish River.





Interlocal Agreement Main Points

- Snohomish County is undertaking a road improvement project to replace the Granite Falls Bridge 102 slated for construction in 2025.
- The District has an existing 12" insulated High Density Polyethylene (HDPE) water main crossing the existing bridge which was installed in 1995 and serves as the only water source to approximately 296 water customers.
- The County bridge replacement project will require the District to replace the impacted water mains and appurtenances.
- The District holds franchises for occupancy of public road rights-of-way and is required, as a condition of its franchises and state law, to relocate its facilities at its own expense to accommodate public road improvements.
- The County is the lead agency for the design and construction of the project, and the County and the District believe that it would be more efficient if the work were completed in a single project versus each party undertaking its own separate project.
- The estimated cost of this Interlocal Agreement for the design and replacement of the water facilities impacted by this project is approximately \$611,000.



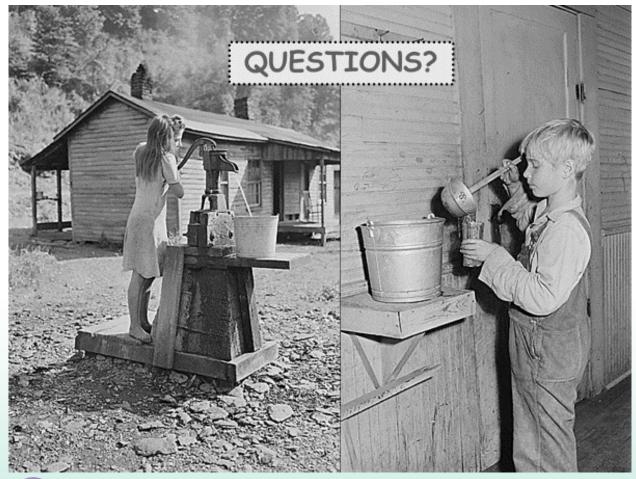


Next Steps

- October 18, 2022 Request Board approval of a resolution authorizing the District's CEO/General Manager to execute an Interlocal Agreement with Snohomish County regarding the design and replacement of water facilities impacted by their Bridge 102 Replacement Project.
- Q4 2022 through 2024 Project Design and Coordination
- 2025 Project Construction.



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Clean Buildings Accelerator Agreement



Delivering Now & For the Future





Purpose and Expectations

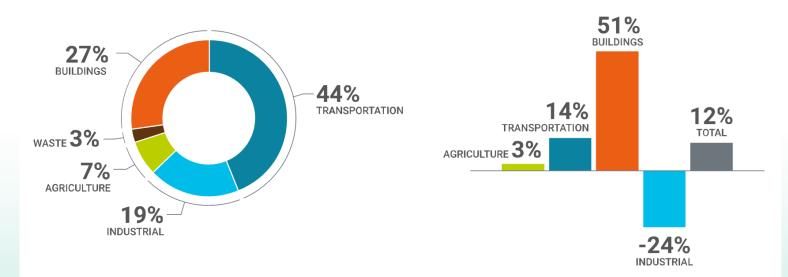
- This presentation will inform the Board of a new Clean Buildings Accelerator (CBA) Professional Services Contract
- No action is required today, District staff is preparing a resolution for the commission meeting on October 18th, 2022



HB 1257: Clean Buildings Performance Standard

Buildings are the second largest source of greenhouse gas emissions in Washington (2015)

As Washington's population has grown, greenhouse gas emissions from buildings jumped significantly from 1990-2015



Source: <u>Clean Buildings Performance Standards - Washington State Department of Commerce</u>





Clean Buildings Law Basics

- Building owner calculates Energy Use Index (EUI) by uploading energy data to Energy Star Portfolio Manager (ESPM)
- Building owner must meet Energy Use Index Targets (EUIT) established by Commerce for their building use type
- Comparison process is known as "benchmarking"



Timeline and Penalties



Penalties range from \$.20 - \$1/SF



Early Adopter Incentive Program

- Buildings above 50,000 SF with EUIs > 15 points above target are eligible
- \$.85/SF incentive for bringing building into compliance, available until funds are depleted
- Paid by utility, reimbursed with tax credit for public utility taxes



Law Requirements

- Designate an Energy Manager and Other Roles
- Benchmark Performance (EUI) in ESPM
- Develop and Execute Energy Management Plan
- Develop Operations and Maintenance Program

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- Determine and Comply with EUI target
- Engage and Educate Occupants



Clean Buildings Accelerator History

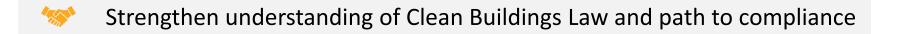
- PSE launched first Accelerator with Stillwater in 2021
- PUD launched Clean Buildings Accelerator (CBA) Pilot in March 2022
 - 8 participants
 - Developed 120+ project pipeline
 - Estimated 340K kWh savings

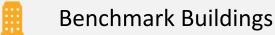


Clean Buildings Accelerator Overview



Program is no-cost to participants







Identify energy savings opportunities



Program Elements









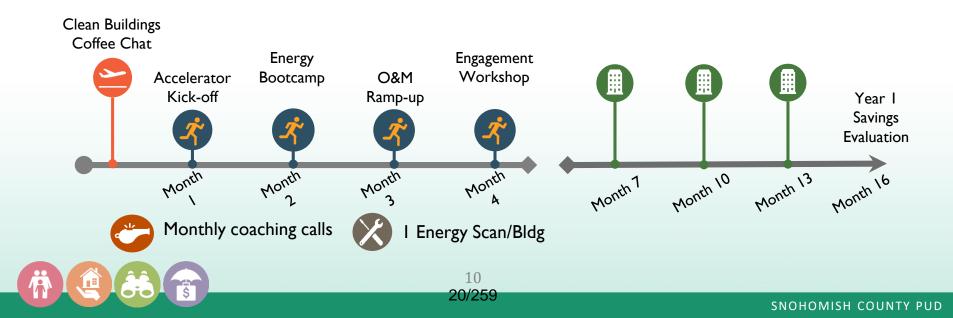
Program Timeline

Sprint Period

Engagements 2x-3x /month

Elevation Period

Engagements 1x-2x /quarter



Participant Feedback



"Here at the Port of Everett, we were so pleased that the PUD reached out early with a training solution that will help us meet Washington State Clean Buildings Law requirements. Not only did the training provide clarity on the requirements, but it also gave us the tools and resources we needed to begin working on our compliance. The PUD knew what we needed and delivered."



Future Perspective

- 500+ buildings in our service territory over 50,000 SF that will need to comply with the law
- Desire to get ahead of last-minute rush and provide proactive service
- Potential pipeline of participants for future Commercial Strategic Energy Management (CSEM) program
- Sustains connection to commercial customers, opportunity to introduce to other programs



New Clean Buildings Accelerator Agreement

- Four cohorts in 2022-2025
 - New cohort every six months
- \$296,000 to \$360,000 depending on total number of buildings enrolled



Next Steps

- We will be asking for a resolution to sign the contract at the next commission meeting on October 18th, 2022
- Contract to go into effect October 19th, 2022

Questions?





Energy Risk Management Committee (ERMC) Semiannual Report – 2022

Customer Experience

Delivering Now & For the Future

Peter Dauenhauer, Principal Utility Economist
Felicienne Ng, Principal Utility Economist
Brian Booth, Senior Manager, Rates, Economics and Energy
October 3, 2022
Last Presentation: January 18, 2022





This Presentation

- Purpose of this Presentation
 - Report on the Energy Risk considerations and actions of the Energy Risk Management Committee (ERMC) over the last period
- Expectations of the Board:
 - Informational Only





Recent Meetings

- 2022-01-18 Q4 '21 Quarterly Risk Report
- 2021-10-19 Q3 '21 Quarterly Risk Report
- 2021-08-17 Q2 '21 Quarterly Risk Report
- 2021-04-20 Q1 '21 Quarterly Risk Report
- 2021-12-15 Energy Risk Management Policies and Procedures (Workshop)



Agenda

- Energy Risk Background and Fundamentals
- Sources of Risk
- 2022 Year-To-Date Risk Report
- Energy Risk Outlook





A Little Background

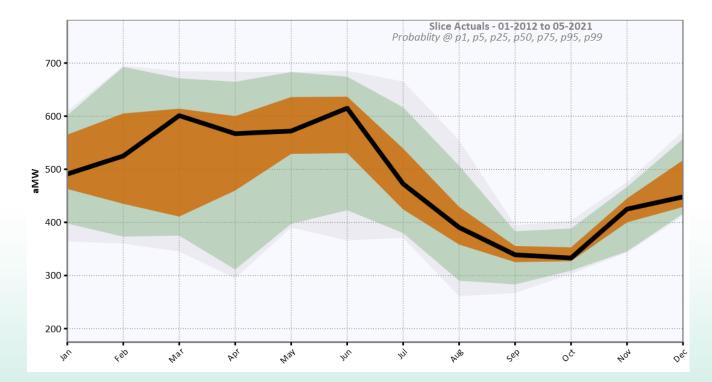
- PUD staff make best efforts to anticipate both the consumption of electric power by its customers and the supply of electric power available.
- The District engages in transactions in order to meet customer needs in a dependable, safe and responsible manner
- These transactions include buying, selling, and scheduling of electric power, options for electric power, or other energy commodities as necessary to meet load and mitigate risk



Key Risk Management Strategies

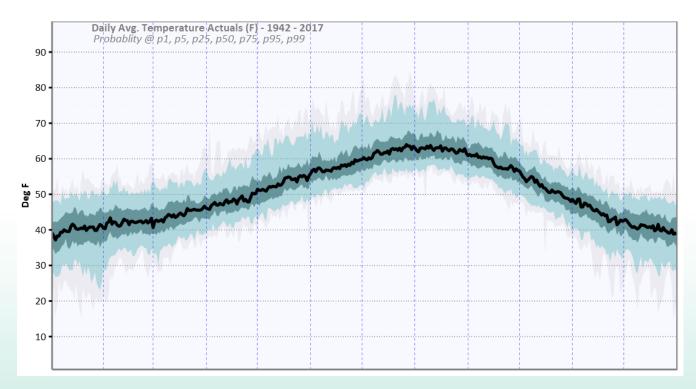
- Keep market position near neutral in the short-term horizon (up to 30 months)
- Keep exposure to market prices below limits
 - Limits are set to cap the impacts of market movements to no more than a 3% rate increase
- Define and update uncertainties related to:
 - Generation
 - Load
 - Market Prices
- Transact market operations over time in order to "average out" market variations (Glidepath)

Hydro (Slice) Variability In Average Megawatts (aMW)



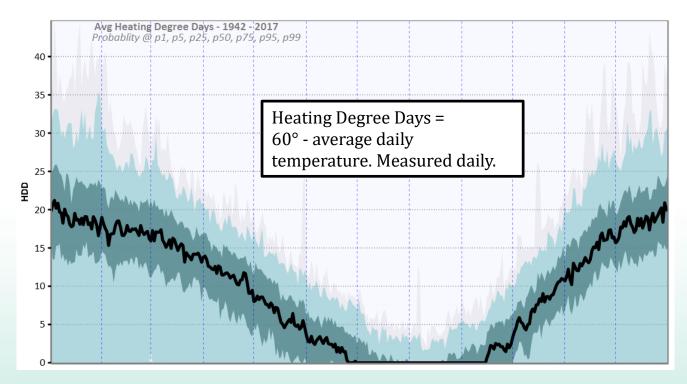
Temperature

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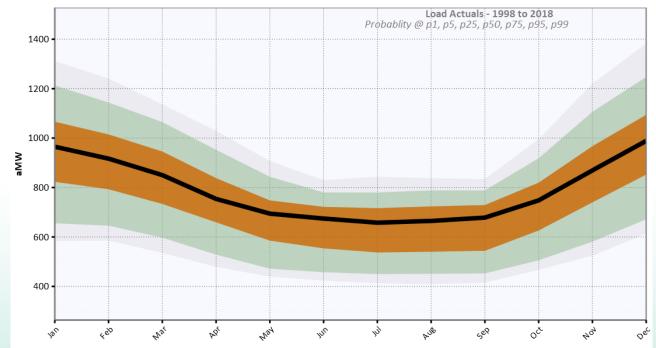
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Heating Degree Days



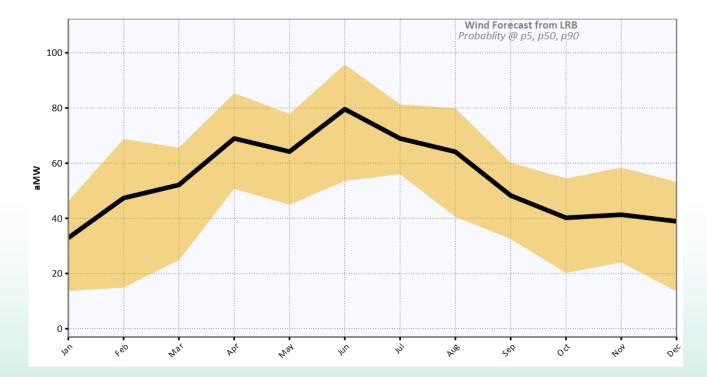


Load Variability in Average Mega Watts (aMW)





Wind Variability





Target Positions (Reserve Margins)

- The PUD carries a deliberate amount of length into every month to ensure we don't get caught surprisingly short in an expensive market
- Used for up to 30 months in the future
- Calculated from historical volatility metrics from:
 - Hydro
 - Wind
 - Load
 - Plus, a little extra during months when there are concerns about regional generation sufficiency

Components of Monthly Targets

	Load Risk	Wind Risk	(OR) Market	Combined (Target)
Jan	101	11	95	110
Feb	67	13	88	88
Mar	57	7	Ð	65
Apr	43	6	Ð	50
May	22	3	θ	25
Jun	28	6	θ	35
Jul	44	1	60	60
Aug	34	10	77	77
Sep	14	3	86	86
Oct	32	0	32	32
Nov	70	0	21	70
Dec	71	12	79	85

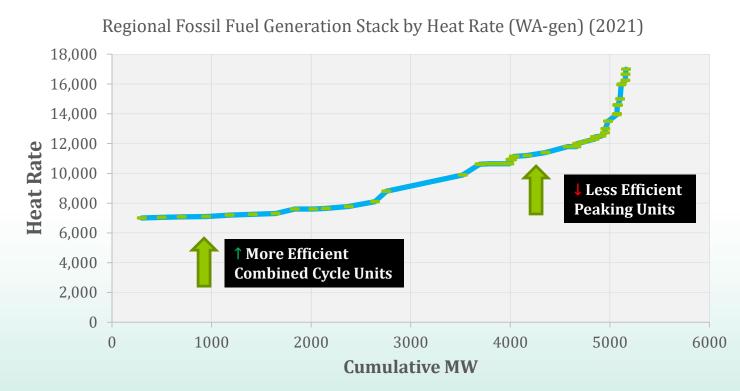
Uses the greater of the combined load and wind risk OR the market depth figure

*All values in terms of heavy-load hour average Mega-Watts

Heat Rates / 🙆 🔆

- Heat Rate: (1 Million British Thermal Units) MMBtu/ (Mega-Watt Hours) MWh
 - Efficiency measure of conversion (fossil fuel) chemical energy to electrical energy. Lower = More efficient.
- Implied Heat Rate: Energy Price (\$/MWh) / Nat Gas Price (\$/MMBtu)
 - Implied heat rate reveals which generating units are economically rational to be online
 - High implied heat rates suggest more costly peaking units are driving market prices as they compete in the gas markets for fuel.
- Typical (Gas) Heat Rates, source: Energy Information Administration (EIA):
 - Simple Cycle Gas Turbine: 13,000
 - Reciprocating Gas Engine: 10,000
 - Combined Cycle Gas Turbine: 9,600

Heat Rates – WA State

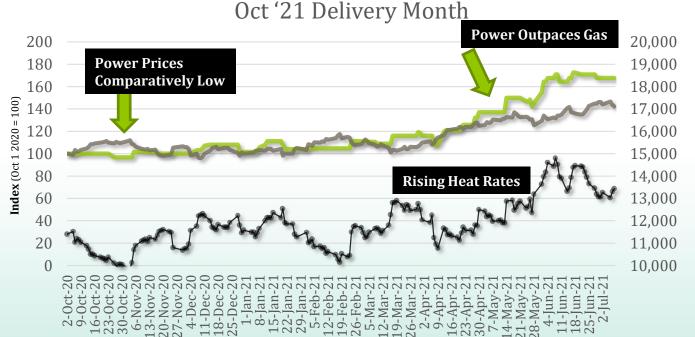


Implied Heat Rates over Time

Gas Price Index Power and Gas Price Dynamics

--- Implied Heat Rate (R-Axis)

Power Price Index



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Implied Heat Rate

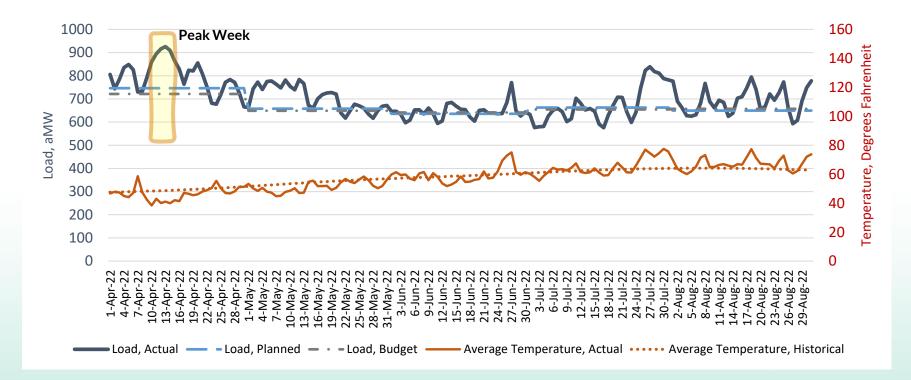
Year-To-Date in Retrospect





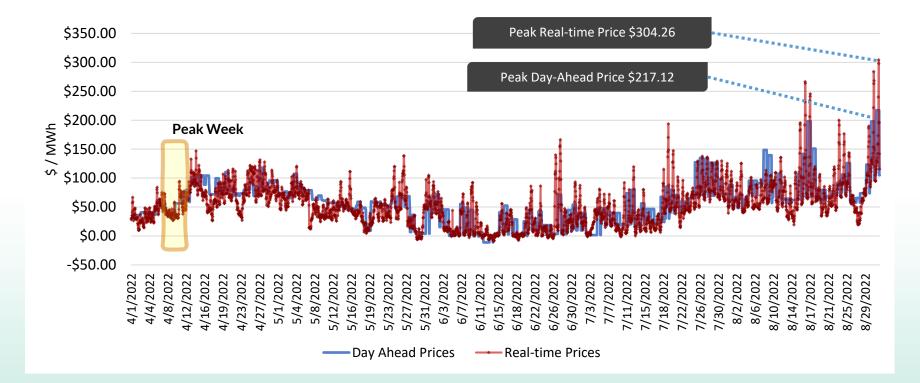
			2022	Actual Relative to Planned								
Supply		2022	Apr - Aug	April	May	June	July	August				
		Slice	101%	78%	103%	117%	107%	101%				
		Wind	81%	83%	103%	63%	104%	100%				
		Jackson	115%	123%	92%	131%	117%	133%				
		Other Resources	114%	92%	138%	119%	96%	80%				
			TOTAL	101%	82%	102%	115%	107%	102%			
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aMW	400.00 - 300.00 - 200.00 - 100.00 -		eratures	-May -May 6-Jun 9-Jun 2-Jun	8-Jun 1-Jun 4-Jun	7-Jun 0-Jun 6-Jul 9-Iul	2-Jul [5-Jul [8-Jul [1-Jul	4-Jul 27-Jul 60-Jul 2-Aug	5-Aug 3-Aug 1-Aug 7-Aug	S-Aug		
aMW	400.00 - 300.00 - 200.00 - 100.00 -	4-Apr 7-Apr 10-Apr 16-Apr 19-Apr 22-Apr 22-Apr 22-Apr 28-Apr 28-Apr 28-Apr	eratures	26-Ivlay 31-May 3-Jun 6-Jun 9-Jun 12-Jun	18-Jun 21-Jun 24-Jun	27-Jun 30-Jul 6-Jul 9-Iul	12-Jul 15-Jul 18-Jul 21-Jul	24-Jul 27-Jul 30-Jul 2-Aug	5-Aug 8-Aug 11-Aug 17-Aug 20-Aug	23-Aug 26-Aug		

Demand





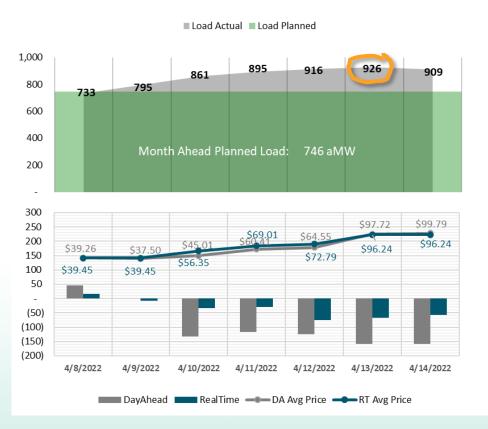
Market Prices



Peak Week Demand

- The "Peak Week" during the quarter largest total load demand during a single week.
- Market prices during those periods are also shown.
- The week of Apr 8 14 was our peak week over the period, with a max of 1087 MW on 4/13 at 7 - 8AM
- Prices over this week peaked on 4/14 (\$146.76 Day Ahead, \$101.18 Real Time)
- The PUD was a net buyer over the period

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Forecast Errors Over Time

Weather Error Model Error •••••• Net Error Feb Mar May Sep Nov Dec Apr Jun Aug Oct Jan Jul 100 50 .0 • aMW 0 0 O (50) (100)

Load Forecasting Errors

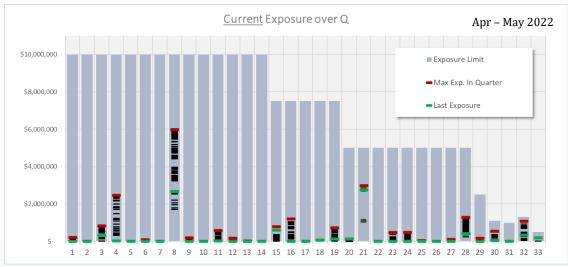
(100)	(100)											
	Sep-21	Oct-21	Nov- 21	Dec-21	Jan-22	Feb-22	Mar- 22	Apr-22	May- 22	Jun-22	Jul-22	Aug- 22
Model Error	(3)	13	22	12	35	18	10	30	35	7	27	77
Weather Error	17	36	(36)	67	(63)	(9)	(21)	21	13	2	(16)	(34)
••••••• Net Error	14	48	(14)	80	(28)	9	(10)	51	48	9	11	43

Tests





Credit Limit Analysis – Current Exposure

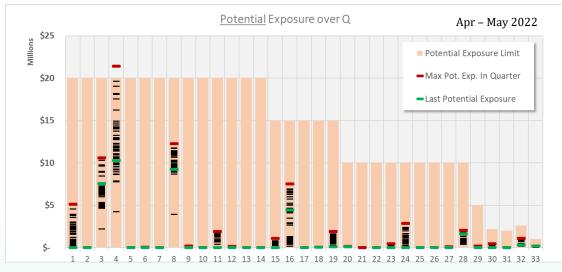


 The District has 34 approved trading counterparties

> <u>No</u> Exceedances during the quarter.

- >12 Tests are shown throughout the quarter per counterparty. The largest observation is highlighted.
- "Current exposure" is the cost of all active transactions at current market prices with each counterparty

Credit Limit Analysis – Potential Exposure



 The District has 34 approved trading counterparties

> <u>1</u> Exceedance during the quarter.

- Tests are shown throughout the quarter per counterparty. The largest observation is highlighted.
- "Potential exposure" is the cost of all active transactions at potential market prices and current volatility with each counterparty



Financial Load Resource Imbalance Test "Bird in Hand is Worth Two in the Bush" Test

- Risk limits for this test apply to our net power position assuming slice at p25, wind & load at p50
- No open position is allowed to have a market value greater than:
 - \$7.5M in any one-month
 - \$13.6M for one-quarter
 - \$30.8M for one-year
 - \$47.3in total for all positions added together
- Limits exceeded three times in the quarter:
 - Cal-24, Book (Long Position, High Prices)
 - Aug-22 (corrected by updated hydro forecast)
- 12 tests are shown for each horizon during the quarter. The largest observation is highlighted.



Apr – Aug 2022 Note – each graph on individual scale

Price Volatility Test

- Our net long or short positions are subject to risk through, among other things, movements in market prices
- Risk limits for this test apply for possible one-day and five-day price movements
- Possible price movements are calculated on the basis of currently observed price volatility in forward markets
- Limit exceeded in two occasions, which has persisted since Cal-24 has been in the horizon.
- 12 tests are shown for each horizon during the quarter. The largest observation is highlighted.



Limit Exceedance Summary

- Exceedances over the period were due to:
 - Continued high prices and volatility
 - Structural length (especially in 2024)
 - Updated (Favorable) water supply forecasts
- Staff has responded as planned by:
 - Transacting on the market to reduce length
 - Refining methods
 - Waiting for revised forecasts where high uncertainty remains

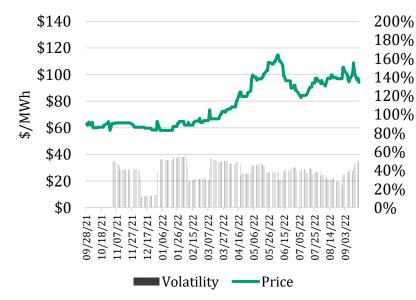






Forward Prices

Q4 2022



Cal-23









WATER SUPPLY UPDATE

► SNOHOMISH COUNTY PUD

- Mike Shapley Short-Term Power Trader
- ► COMMISSION MEETING: OCTOBER 3, 2022
- LAST PRESENTED: JANUARY 18, 2022



Topics:

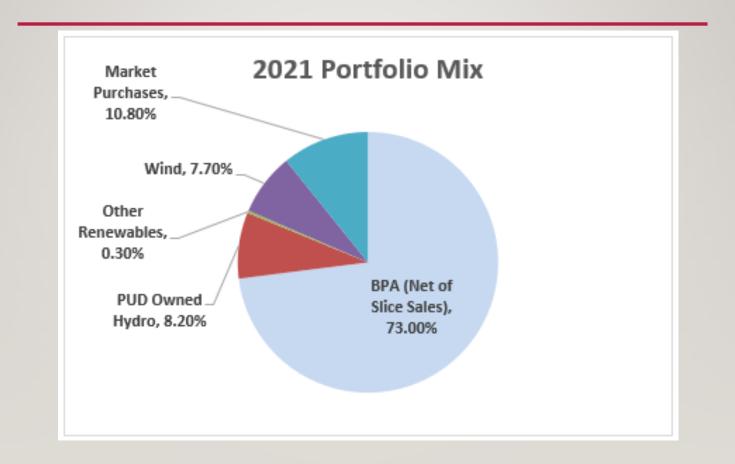
- PUD energy portfolio mix.
- WY (water year)'22: Summary.

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• WY '23: Forecast.

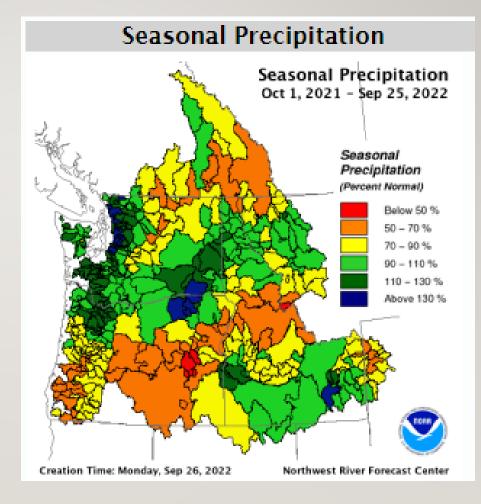
PUD energy resource portfolio:

~81% of the PUD resources rely on hydro generation and water supply.

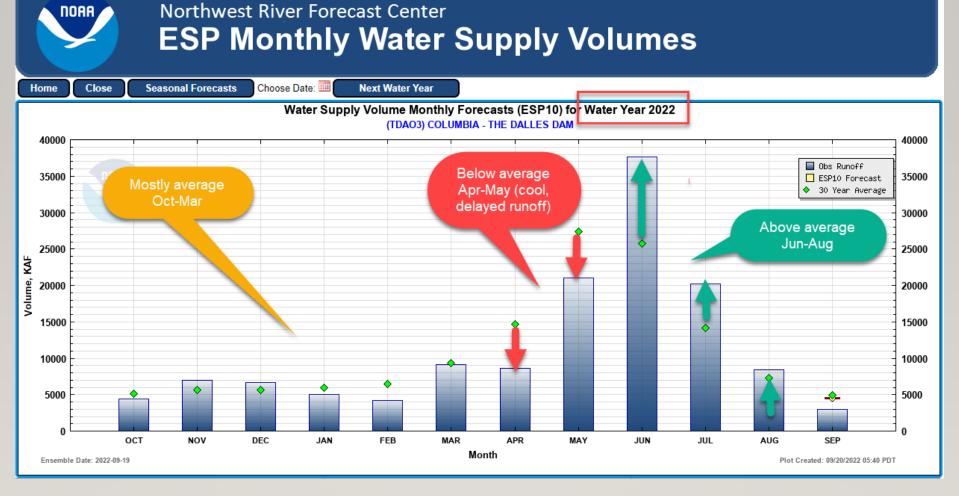


WY '22: Oct 1, 2021 – Sep 30, 2022

- A good water year: 103% of the 30-year average in the northwest river supply basin.
- Jackson Hydro Generation:
 - July '21-June '22 119% of average.
 - July-Sep '22 129% of average.
- Hancock Creek and Calligan Creek:
 - Offline since March '22 due to a breaker failure at the PSE interconnect.
- Youngs Creek:
 - Offline since Mid-May '22 due to insufficient flows.



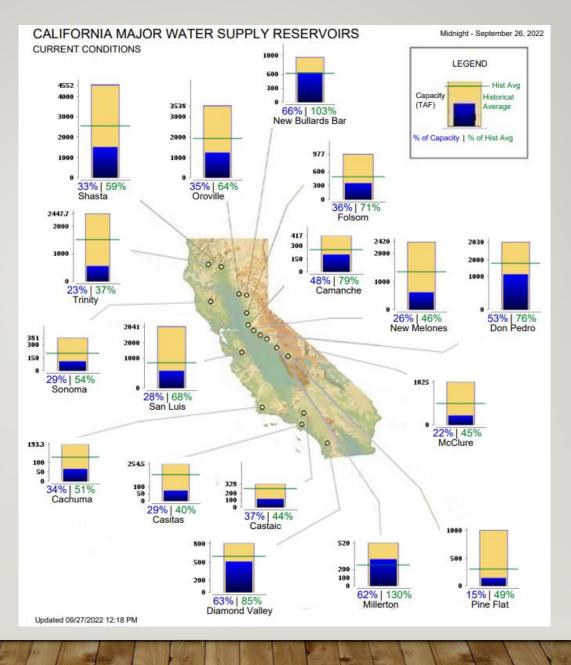
WY '22: Monthly



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WY '22: California. 70% of average.

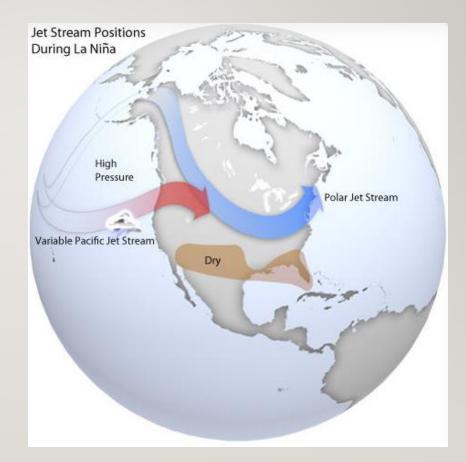


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WY '23 winter forecast: LaNina

- Historically, LaNina conditions produce cooler and wetter conditions in the north, warmer and drier conditions to the south.
- Sea surface temperature anomalies in the equatorial pacific produce weather patterns across the globe.
- In the northwest water supply basin, above average water years have occurred in three of the past four LaNina's (2017, 2018, 2020, 2021).



Questions:



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2023 Load Forecast

Brian Booth, Sr. Manager – Rates, Economics & Risk Mgmt. Felicienne Ng, Principal Utility Economist October 3, 2022

Agenda

- Economic & Policy Environment
 - Lingering Impact of Covid-19
 - Inflation
 - Electrification
- Sector Forecasts
- Next Steps

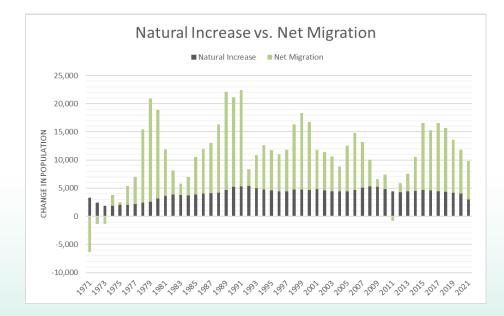


Population

- Population growth in 2021 was slightly lower at 0.8% vs $\sim 1\%$ in prior years
 - Net migration accounted for 60% of the county's growth
 - Natural Increase was much lower in 2021, likely due to COVID-19/recession
- Population is expected to rebound as the impacts of the pandemic subside
 - County Council adopted growth targets reaching approx. 1.1 million people by 2044

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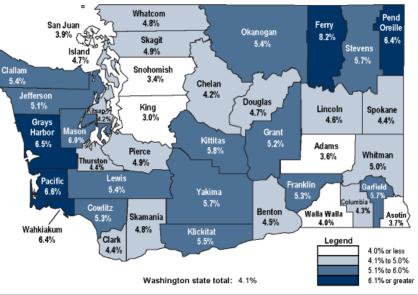
This is roughly an average 1.20-1.25% yearly growth between now and then



Unemployment

- In August, Snohomish County unemployment rate was 3.4%
 - Below 3% between March-June (tracking closely to 2019 unemployment rates)
 - Last year: 5%
 - Highest unemployment rate on record was 19.5% (April 2020)

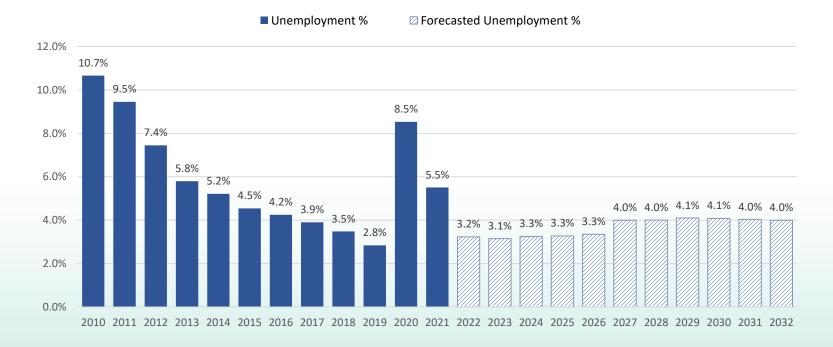
August 2022 County unemployment rates, not seasonally adjusted



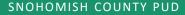




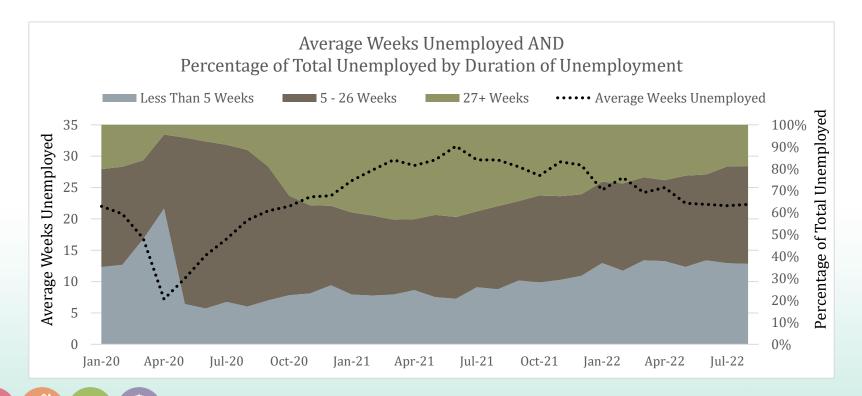
Snohomish Unemployment Trends







Reduced Average Weeks Unemployed



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Great Resignation

- Beginning January 2021, job openings soared
 - Hiring did not increase nearly as much as job openings
- Separation rate hit a high in late 2021
 - Impacts mostly felt in lower-wage industries such as Accommodations & Food Services, Arts/Entertainment & Recreation, and Retail.

HIRING, SEPERATION & JOB OPENING RATE (SEASONALLY ADJUSTED) WASHINGTON STATE



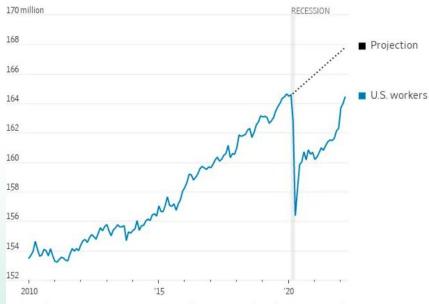


Missing Workers

- Five factors, exacerbated by the pandemic, have combined to yield the changes of today's labor market. These factors are known as the Five Rs:
 - Retirement
 - Relocation
 - Reconsideration
 - Reshuffling
 - Reluctance

Missing Workers

Gap between U.S. labor force level and projection had the pandemic not occurred.



Source: Labor Department; projection is researchers' estimates based on 2015-19 trends

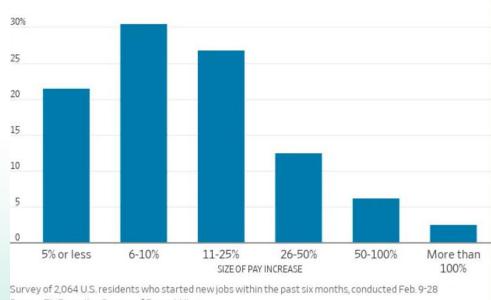


Job Switching

- About 64% of job-switchers said their new job provides more pay than their previous job.
 - Nearly half received a raise of 11% or more.
 - Nearly 9% are now making at least 50% more.
- Low-wage workers capitalized on the rare opportunity of a tight labor market with a burst of job-switching.

Big Bump

Share of recent job switchers who got pay increases, by pay-increase size



Source: ZipRecruiter Survey of Recent Hires



SNOHOMISH COUNTY PUD

EMILY M. ENG / THE SEATTLE TIMES

Work From Home

- Seattle metro area lags nation in getting back to the office
- Some companies are relaxing back-to-work plans as they struggle to hire and retain employees
- Hybrid work schedules becoming the new normal



EMPLOYEES WORKING IN AN OFFICE

Philadelphia, Los Angeles and Dallas.

Source: Kastle

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What's Really Driving Inflation?

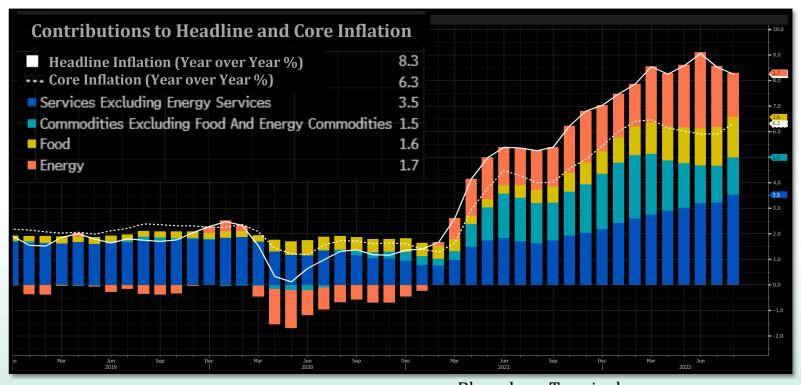
- Inflation is happening because more dollars are chasing a supply of goods that can't keep up
- It's complicated
- All that stuff about supply-chain and production issues is true
- However, incomes have grown faster than expected while actual production of goods is just now catching up to where it should be



Real GDP (Stuff Made) •••••• Pre-Covid GDP Trend

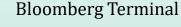


Inflation Continued

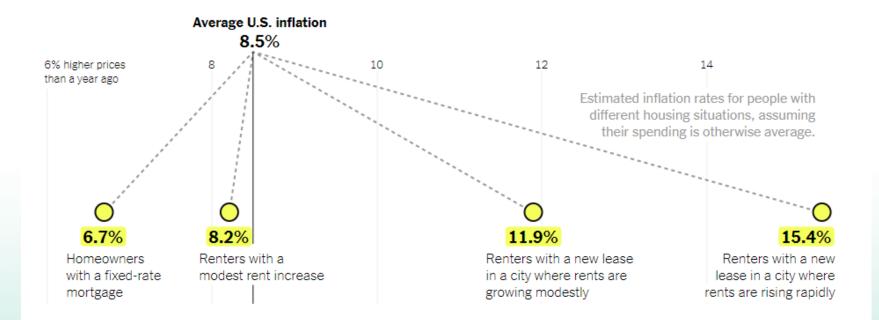


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Inflation's Varying Impacts



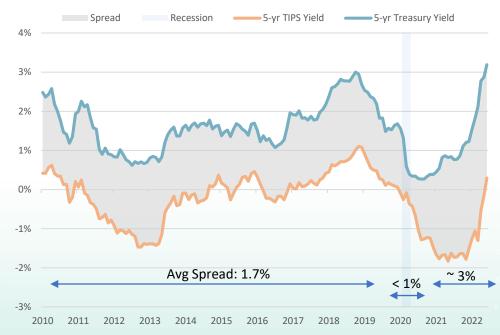




Expected Future Inflation

- TIPS Spread market expectation of inflation
 - Difference in the yields between US Treasury bond and Treasury Inflation-Protected Securities (TIPS)

5-year Treasury Yield vs 5-year TIPS Yield



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Load Forecast Methodology

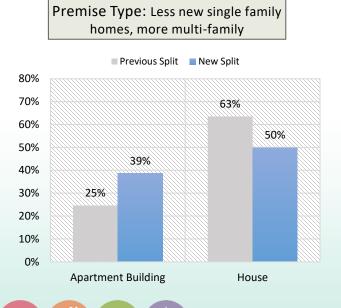
- End-Use Forecast
 - Residential and Commercial premise forecasts based on macroeconomic conditions
 - Consumption per premise based on most recent consumption patterns of new customers
 - Reductions in consumption per premise result from energy efficiency, codes & standards, climate change
 - Industrial customer base held constant except for known new loads and potential reductions
- Normalize For Expected Weather

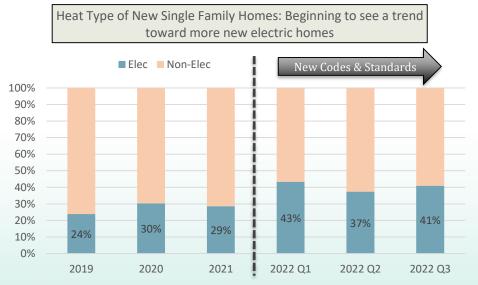




Residential Factors

• New Housing Stock:





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Residential Factors

EV forecast

- WA state to ban sale of new exclusively gas-powered vehicles by 2035
- Currently about 11K electric vehicles in the county
- Forecasting 170K vehicles by 2030 and 660k vehicles by 2040 (previously 30k and 50K)



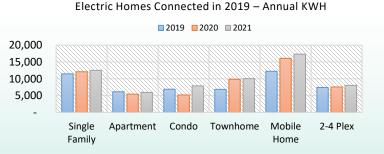
Air Conditioning adoption

- Based on recent rate of adoption, assume ~65% of households will have A/C by 2030 and ~85% by 2040
- In 2019, 40% of households had A/C

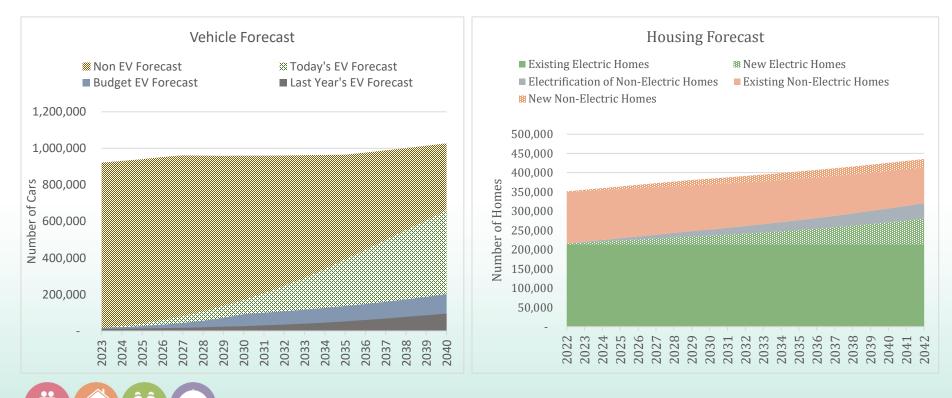


New normal

- Hybrid work schedules
- Observed 2-3% higher residential consumption, no apparent reduction in load even as offices open up



Electrification Forecast

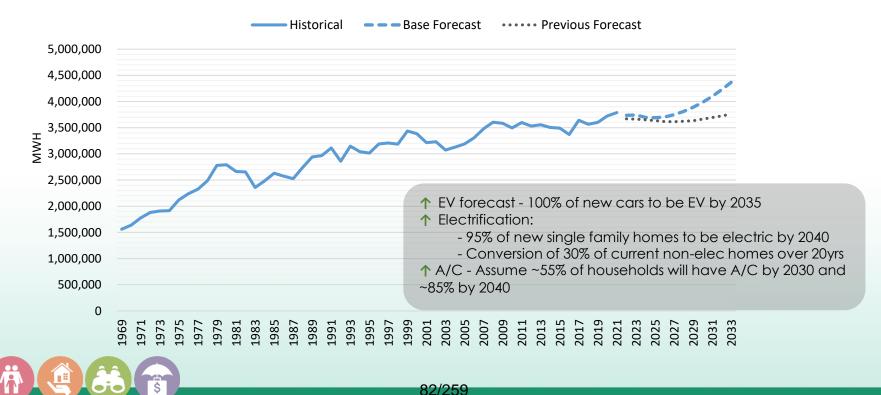


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SNOHOMISH COUNTY PUD

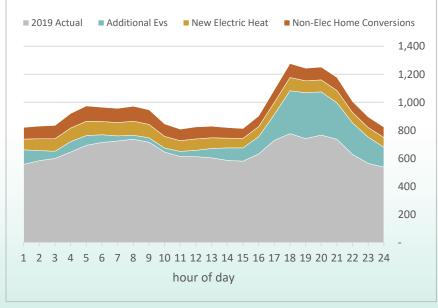
Residential Forecast

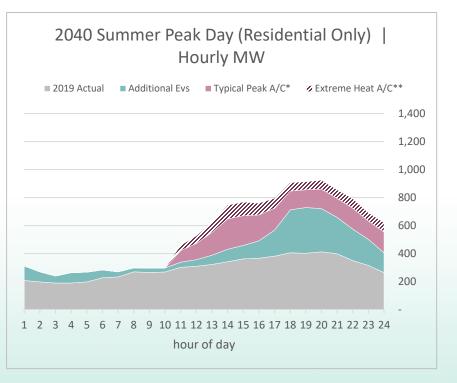
Residential



Impacts on Residential Peak Day

2040 Winter Peak Day (Residential Only) | Hourly MW





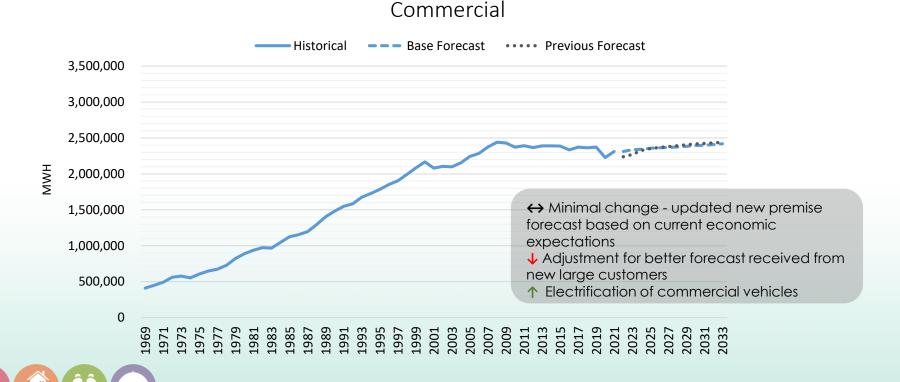
Commercial Factors

- Commercial loads have largely recovered
 - 2% higher than 2021 so far



21

Commercial Forecast



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SNOHOMISH COUNTY PUD

Boeing Production Assumptions

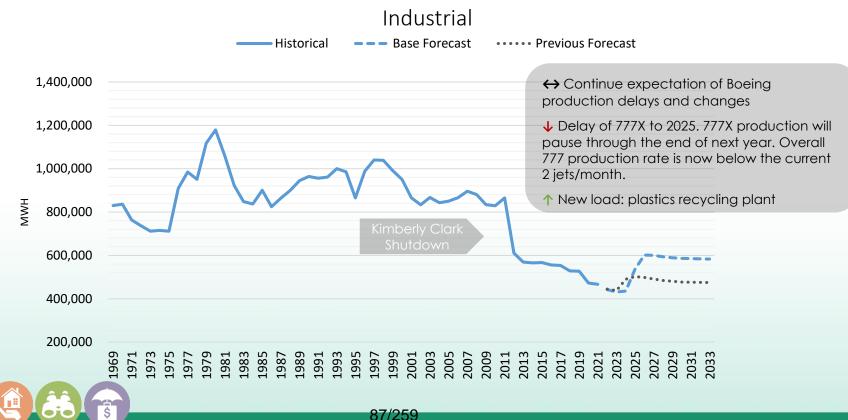
- 747: production shutdown in 2022
- 767: 3 jet/mo target (= pre-COVID19)
- 777:
 - 777X production paused until end of 2023
 - Reduced to 1 jet/mo 777 Freighter
- 787 vacated production line will meet future Everett production demand (2025 and beyond)





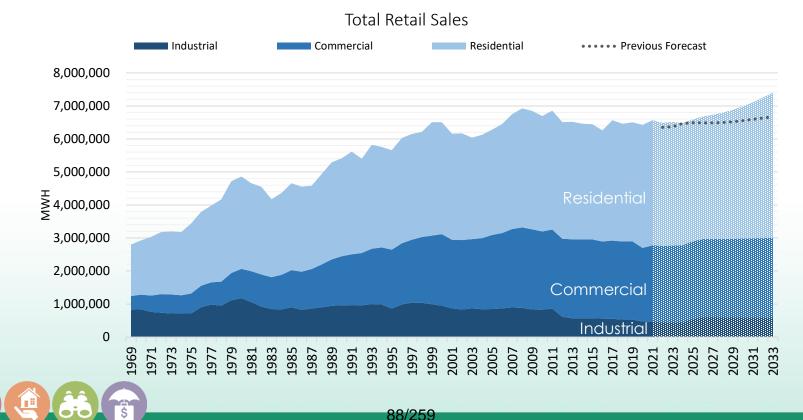
23

Industrial Forecast



SNOHOMISH COUNTY PUD

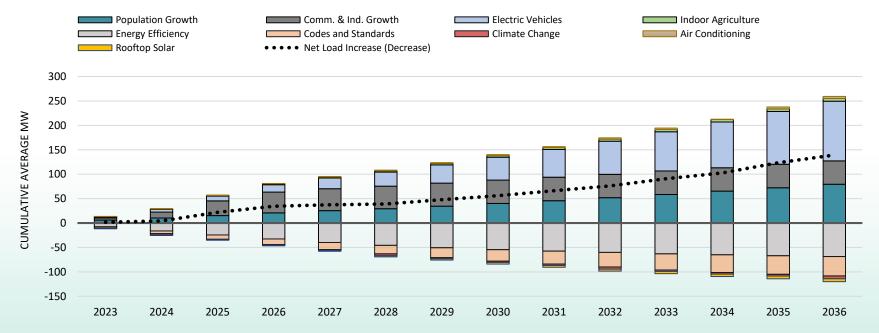
Total Forecast



SNOHOMISH COUNTY PUD

The Driving Factors

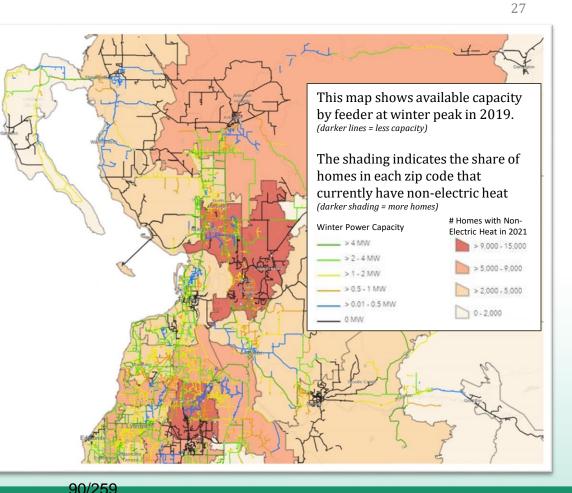




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Next Steps

- Small-Area Forecast
 - A/C, Rooftop Solar, Electrification
- Local Distributed Energy Resource assessments
- Least Cost Planning
 - Integrated Resource Plan
 - Capital Improvement Plan







SNOHOMISH COUNTY PUD

QUESTIONS?



BUSINESS OF THE COMMISSION

Meeting Date: October 3, 2022	2		Agenda Item: 2A
TITLE			
Employee of the Month for October -	Jackie Morales		
SUBMITTED FOR: Recognition/D	eclarations		
Human Resources Department	<u> </u>	ıbaugh	8626 Extension
Date of Previous Briefing:	Contact	P	resentation Planned 🔀
ACTION REQUIRED:			
 Decision Preparation Policy Discussion Policy Decision Statutory 	Incidental (Information)	Monitorin	g Report
CITATATA DAZ CODA DERADATORIO.			

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

Jackie began her career with the PUD on January 7, 2013, as a Customer Service Representative (CSR) – In Training.

In April 2014, she was promoted to the next step progression as CSR - 2 in the Customer Experience Call Center. Again, in October 2014, Jackie was promoted to the next step progression CSR - 3, within the newly formed Customer Experience Front Line. A month later she was recognized for her linguistic skills and earned the title CSR Bilingual – 3, the title she holds today.

From 2016 to 2019, Jackie transferred to several different departments offering her skills within the Customer and Energy Services division. In October of 2019, she transferred back to the Customer Experience Front Line where she continues to serve the District's customers today.

Jackie will be presented by her manager Tracy Tucek – Manager Customer Service.

List Attachments: Employee Profile

Going the extra mile to help our customers in need

Our Customer Service Representatives do amazing work every day answering questions, solving problems, and delighting our customers. October's Employee of the Month, Jackie Morales, Bilingual Customer Service Representative 3, has been recognized by her coworkers for going above and beyond to support our most vulnerable customers. Jackie's contributions have brought vital resources to customers in need and created better processes for her coworkers and for all customers that need assistance.

"Helping all customers, especially our customers who are in need, is an important aspect of who we are at the District," said Pam Baley, AGM Customer and Energy Services. "Jackie is a shining example of how we deliver on our commitment to serve our community. I am very proud of her efforts and how she's always been a strong advocate for our customers."

Jackie began her career with the PUD on January 7, 2013, as a Customer Service Representative (CSR) – In Training and transitioned to a fully certified CSR in the Call Center shortly thereafter. In October 2014, Jackie moved to the Front Line function providing excellent service to walk-in customers at the Electric Building. A month later she was recognized for her linguistic skills and earned the title CSR Bilingual – 3, the title she holds today. For the last three years Jackie has worked on the Energy Assistance desk, which helps customers get assistance with their PUD bill. While this work has always been important, the pandemic resulted in even greater need in our community.

"Jackie has vastly improved our overall customer assistance by offering continual improvements and ideas during the pandemic and to the present," said Derek Hermann, Senior Manager Customer Experience. "Her efforts have allowed us to reach more customers in need and connect them with state and federal assistance, money that likely would have gone unused without her direct input and effort. Jackie is an outstanding team member and her passion for assisting customers shines through in her work."

Jackie is known by her colleagues for going the extra mile for customers and her coworkers. She doesn't hesitate to use her technical abilities or language skills to assist others, and she always approaches requests with kindness and a positive attitude.

"She helps her customers from start to finish with getting them help from agencies," said Jamie Contreras, Customer Service. "She has set up many processes that have made things so much easier on me (her partner) and our other coworkers. She is pulled in many directions and is always willing to help with a smile on her face. She is a bilingual CSR and is willing to help any of her coworkers with translating if needed and takes Spanish calls whenever asked. I am in awe of her smarts and ability to make things easier for everyone around."

Recently, Jackie's contributions resulted in over 150 customers receiving assistance through the Arrears Match Program, a program that provided matching payments for customers that were behind on their bills, but unable to qualify for the low-income discount program. Jackie was instrumental in getting the customer lists, drafting the correspondence for the pilot program, and

tracking customers who enrolled. She has also done follow-up work monitoring customer accounts to make sure their payments were matched dollar for dollar.

"I have worked with Jackie Morales for the past six years and have always known her to be kind, caring and compassionate towards her coworkers and customers, said Lisa Wheatley, Customer Service. "Jackie always goes above and beyond in trying to find solutions for customers by setting up payment plans, processing discount applications or assisting them with receiving pledges from Snohomish County Energy Assistance. She truly is an amazing coworker who I feel should be recognized for her continued dedication to providing outstanding customer service to our community."

In addition to providing excellent service to customers, Jackie provides extraordinary service to everyone she meets through her job including departments within the District and agencies outside of the District. Her willingness to support her colleagues and put in the time to improve and support processes has been recognized by many.

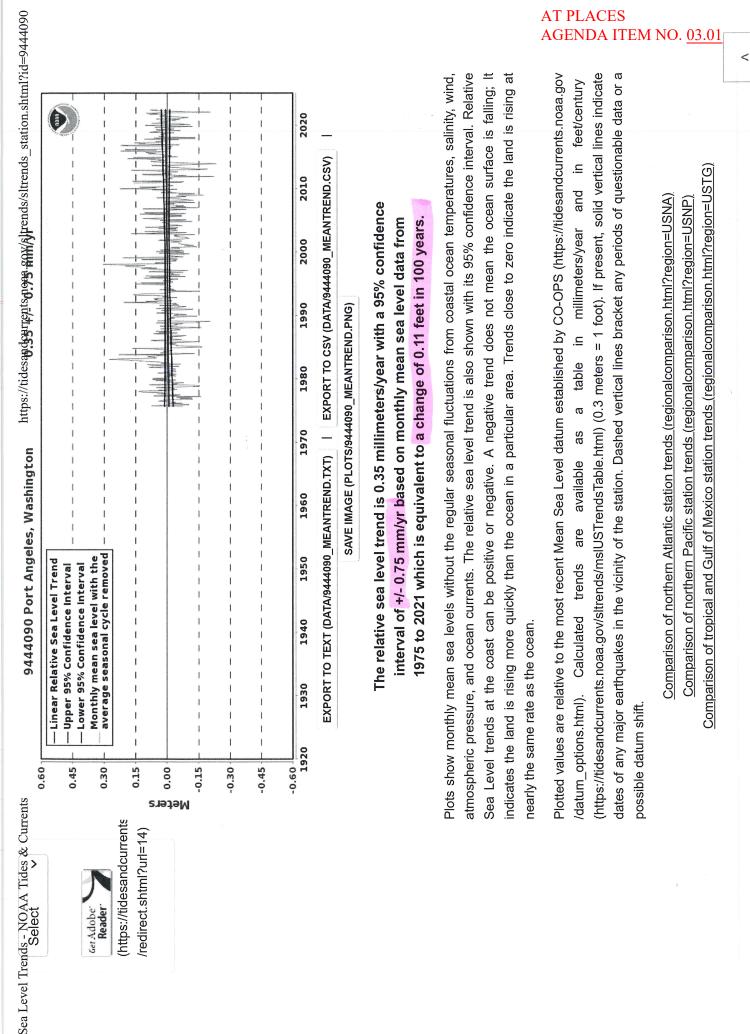
"Jackie is an amazing asset to this team, I am in awe of her knowledge of and capabilities formatting reports," said Melissa Warren, Customer Service. "She is dedicated to getting everything done on the desk and often goes above and beyond to make sure everyone gets everything they need. She is the go-to person if we have a problem or need help with anything and she always helps with finding a solution."

Like all great leaders, Jackie recognizes that her strength, in part, comes from the collective dedication of her team.

"I was in shock when my manager Tracy Tucek told me I was EOM for October," said Jackie Morales. "Thank you for this honor. I have to share this recognition with the entire Customer Experience department, it truly takes a village, and I couldn't do my job without my fabulous team."

Please join us in congratulating Jackie on being October's Employee of the Month and thank her for service to the District and our customers.

COMMENTS FROM THE PUBLIC



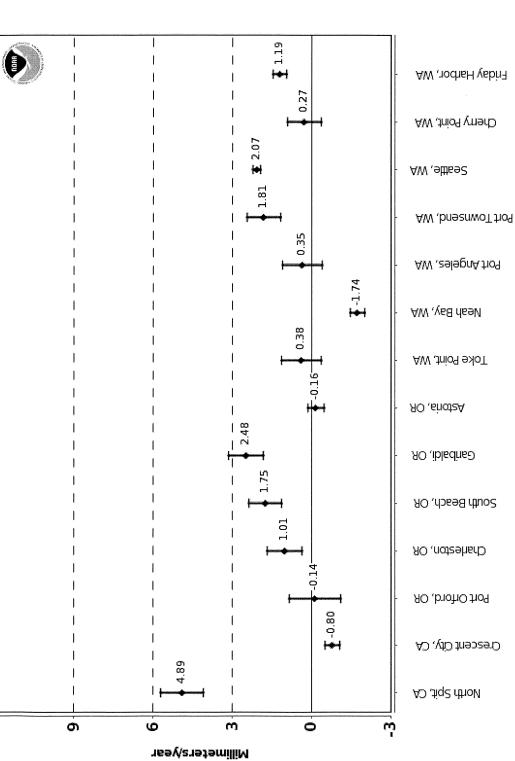
2 of 3



Home (/) / Products (/products.html) / Sea Level Trends

SEA LEVEL	Relative Sea Level Trends for Northern Pacific
TRENDS	The graphs compare the 95% confidence intervals of relative sea level trends. Trends with the narrowest confidence intervals
Home/Map	
(sltrends.html)	
J.S. Stations	millimeters/year and in feet/century (msIUSTrendsTable.html)
(sltrends_us.html)	
Global Stations	
(sltrends_global.html)	
Trend Tables	
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J.S. Trends Map (slrmap.html)	
J.S. Regions	
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Global Regional Trends //sltrends	
'globalregionalcomparison.html)	son.html)

Anomalies





Meeting Date:

BUSINESS OF THE COMMISSION

Agenda Item:

4A

8			8
TITLE			
Approval of the Minutes for the Regu	lar Meeting of Septem	ıber 20, 2022	
SUBMITTED FOR: Consent Agen	da		
Commission	Allison Mo	orrison	8037
Department	Contact		Extension
Date of Previous Briefing:			
Estimated Expenditure:		P	resentation Planned
ACTION REQUIRED:			
 Decision Preparation Policy Discussion Policy Decision Statutory 	Incidental (Information)	Monitorir	ng Report

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

October 3, 2022

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

PREMLIMINARY SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT

Regular Meeting

September 20, 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 Guy Payne, Brant Wood, and Jason Zyskowski; Chief Information Officer Kristi Sterling; other District staff; members of the public; Commission & Executive Services Director Melissa Collins; Assistant Clerk of the Board Allison Morrison; and Deputy Clerks of the Board Jenny Rich and Morgan Stoltzner.

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

1. CEO/GENERAL MANAGER BRIEFING AND STUDY SESSION

A. Updates

- 1. <u>Community Engagement</u>. Communications & Marketing Representative Laura Zorick reported on District related Community Engagement updates.
- 2. <u>Legislative</u>. Senior Manager, Customer Experience Derek Hermann responded to questions from the Board on the report.
- 3. <u>Other</u>. Assistant General Manager, Generation, Power, Rates & Transmission Management Jason Zyskowski and Emergency Management Program Manager Scott Parker provided a presentation at places, by reference made a part of the packet, which covered an update on the Bolt Creek Fire.
- B. DEI Update

Chief Executive Officer (CEO), Rootworks LLC. Sherelle Gordon updated the Board on the District's DEI initiative.

C. Snohomish County PUD and Ziply Fiber Joint Ownership Pole Agreement

Manager, Joint Use & Permits Moe Matthews provided a presentation on the Snohomish County PUD and Ziply Fiber Joint Ownership Pole Agreement.

Next steps would include Commission approval of the Agreement at the October 3, 2022, meeting.

D. Microgrid Clean Energy Center Educational Display Model

Local Government and External Affairs Associate Brenda White provided a presentation on the Microgrid Clean Energy Center Educational Display Model. The next steps would be to finalize an Interlocal Agreement (ILA) between Snohomish County and the District for the design and installation of a portable, interactive renewable energy education microgrid display. Approval is tentatively scheduled for the October 3, 2022, Commission meeting.

E. Clean Energy Transformation Act: Update and Next Steps

Power Analyst Ian Hunter provided an update and the next steps of the Clean Energy Transformation Act (CETA).

The next steps would be to implement the new law in preparation for 2025, 2030, and 2045 standards, while preparing for future rulemaking on topics not ready for discussion, such as the role of organized markets.

The meeting recessed at 10:43 a.m.

RECONVENE REGULAR MEETING

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

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

2. RECOGNITION/DECLARATIONS

A. Consideration of a Resolution Recognizing the Observance of the Week of October 3, 2022, Through October 7, 2022, as Customer Service Appreciation Week

A motion unanimously passed approving Resolution No. 6081 recognizing the observance of the week of October 3, 2022, through October 7, 2022, as Customer Service Appreciation Week.

3. COMMENTS FROM THE PUBLIC

The following public provided comments:

- Steven Keeler, Edmonds, provided documents at places, by reference made a part of the packet.
- Gayla Shoemake

4. CONSENT AGENDA

- A. Approval of Minutes for the Regular Meeting of September 6, 2022
- B. Bid Awards, Professional Services Contracts and Amendments

Public Works Contract Award Recommendations: Recommend Rejection for Request for Proposal No. 22-1319-BI Formal Bid Award Recommendations \$120,000 and Over: None Professional Services Contract Award Recommendations \$200,000 and Over: Request for Proposal No. 22-1275-HL with Frontier Energy, Inc. Miscellaneous Contract Award Recommendations \$200,000 and Over: None Interlocal Agreements and Cooperative Purchase Recommendations: Contracts: Purchase Order No. 4500078899 with Pape Machinery 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: Professional Services Contract No. CW2241901 with Robert Half International Inc. dba RH Technology Professional Services Contract No. CW2246353 with Goldfarb & Huck, Roth, Riojas PLLC. **Contract Acceptance Recommendations:** None

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

A motion unanimously passed approving Agenda Items 4A – Approval of Minutes for the Regular Meeting of September 6, 2022; 4B – Bid Awards, Professional Services Contracts and Amendments; and 4C – Consideration of Certification/ Ratification and Approval of Checks and Vouchers.

5. PUBLIC HEARING AND ACTION

President Olson opened the public hearing.

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

Based on staff's recommendation that the items were no longer necessary or useful to the District, a motion unanimously passed approving those items listed on Exhibits A and B of the Surplus Property Recommendation Report be declared surplus and be sold for high bid or disposed of according to policy in the 4th Quarter of 2022.

4

6. CEO/GENERAL MANAGER REPORT

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

7. COMMISSION BUSINESS

A. Commission Reports

The Board reported on Commission related topics.

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 September 20, 2022, adjourned at 1:58 p.m. An audio file of the meeting is on file in the Commission Office and available for review.

Approved this 3rd day of October, 2022.

Secretary

President

Vice President



BUSINESS OF THE COMMISSION

Meeting Date: October 3, 2022

Agenda Item: <u>4B</u>

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

Contracts/Purchasing Department Date of Previous Briefing:	<u>Clark Langstra</u> Contact	aat <u>5539</u> Extension Presentation Planned
ACTION REQUIRED:	Incidental (Information)] Monitoring Report

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts: Governance Process, Board Job Description, GP-3(4) ... non-delegable, statutorily assigned Board duty – Contracts and Purchasing.

The CEO/General Manager's Report of Public Works Contract Award Recommendations; Formal Bid Award Recommendations \$120,000 and Over; Professional Services Contract Award Recommendations \$200,000 and Over; Miscellaneous Contract Award Recommendations \$200,000 and Over; Cooperative Purchase Recommendations; Sole Source Purchase Recommendations; Emergency Declarations, Purchases and Public Works Contracts; Purchases Involving Special Facilities or Market Condition Recommendations; Formal Bid and Contract Amendments; and Contract Acceptance Recommendations contains the following sections: Public Works Contract Award Recommendations (Page 1);

Request for Proposal No. 22-1321-KS with Laser Underground & Earthworks, Inc.

Formal Bid Award Recommendations \$120,000 and Over; None

Professional Services Contract Award Recommendations \$200,000 and Over (Pages 2–3); Request for Proposal No. 22-1247-SR with GridBright, Inc.

Miscellaneous Contract Award Recommendations \$200,000 and Over (Pages 4-5); Miscellaneous Contract No. CW2249222 with The Boeing Company

Interlocal Agreements and Cooperative Purchase Recommendations (Pages 6-7); Contracts: Purchase Order No. 4500079254 with Pape Machinery Purchase Order No. 4500079307 with John Deere and Company 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 (Page 8); Miscellaneous No. CW2225685 with Tru-Check Inc.

Contract Acceptance Recommendations (Page 9); Public Works Contract No. CW2247700 with Pellco Construction Inc.

List Attachments: October 3, 2022 Report

Public Works Contract Award Recommendation(s) October 3, 2022

<u>RFP No. 22-1321-KS</u> 236 th St. Conduit Installation and I-5 Bridge Crossing (Re-Bid 2)	No. of Bids Solicited: No. of Bids Received: Project Leader & Phone No.: Estimate:	50 4 Boone Freeman \$1,400,000.00	Ext. 5405	
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This project is to provide all supervision, labor, materials, and equipment to install two 6" and one 2" conduits along 236th St. SW and across I-5 via WSDOT Bridge #602, a total distance of approximately 900 feet. The contract does not include work to install underground electrical or fiber optic cables. This project is located in the City of Mountlake Terrace, in Snohomish County, Washington.

	Contractor	<u>Subtotal (w/o tax)</u>
Award To	Laser Underground & Earthworks, Inc.	\$1,259,895.00
	MidMountain Contractors, Inc.	\$1,360,820.00
	Cannon Constructors, LLC	\$1,370,885.61
	American Electrical Services, Inc.	\$1,374,350.89

Summary Statement: Staff recommends award to Laser Underground & Earthworks, Inc., the low evaluated bidder, in the amount \$1,259,895.00, plus tax.

Professional Services Contract Award Recommendation(s) \$200,000 And Over October 3, 2022

<u>RFP No. 22-1247-SR</u> Support Services for Evaluation, Planning & Procurement of New SCADA and ADMS Platform No. of Bids Solicited: No. of Bids Received: Project Leader & Phone No.: Contract Term: 6 4 Cindy Dayley Ext. 8515 NTP – 12/31/2024

<u>Consultant</u>

Award To: GridBright, Inc.

Not-to-Exceed Amount (tax n/a)

\$531,387.00

The District is taking the next steps in the strategic priorities "to deliver affordable power and water in a safe, environmentally sustainable and reliable manner while successfully navigating complex change in our industry." This phase includes the evaluation of our strategic plan and roadmap for upgrading to a robust Supervisory Control and Data Acquisition (SCADA) and Advanced Distribution Management Systems (ADMS) to meet the needs of The District's operators, customers, and stakeholders. Staff intends to engage a Consultant to assist the District with planning and analysis, solution design and RFP development, as well as Vendor evaluation and selection of an ADMS/SCADA system and to guide the subsequent implementation as part of the District Smart Grid Roadmap. Based on the outcomes of this evaluation and the subsequent gap analysis staff will provide recommendations for the next phase, the procurement process for the most suitable SCADA and ADMS system for the District's sustainable and reliable operations.

On February 24, 2022, the District advertised a Request for Proposal to select a consultant that is experienced in providing services to develop a Smart Grid Roadmap which will define and prioritize the next set of initiatives to modernization the grid by upgrading or replacing our current systems.

The District received 4 responses to the RFP:

- Burns & McDonnell Engineering
- ESTA International
- GridBright
- TRC Engineers

All 4 proposals met the minimum requirements noted in the RFP, and each proposal was reviewed and evaluated according to the following RFP criteria:

- Ability to meet the District's requirements specified in the RFP
- In-depth knowledge of ADMS and SCADA architecture, interfaces, business uses and project deployment, with an understanding of issues and risks
- Experience integrating with the District's existing Enterprise Systems:
- Experience with Software as a Service (SaaS)/ Cloud AMI solutions
- Experience evaluating and deploying wireless communication solutions

- Experience with utilities in the North America, with preferred experience in the Northwest (Alaska, Washington, Oregon, and Idaho)
- Familiarity and knowledge of public utility procurement process including RFPs, vendor selection and contracting
- Respondent's proximity to the District's Service Territory
- Pricing Proposal
- References

Based on the responses, ESTA International, GridBright, and TRC were short-listed and invited to discuss their proposals in greater detail. The Evaluation Team unanimously determined that GridBright is the most qualified Consultant to accomplish the required work.

Summary Statement: Staff recommends award to GridBright to provide the required professional consulting services in the amount of \$531,387.00

By approval of this bid award recommendation, the Board authorizes the District's CEO/General Manager or his designee to enter into the necessary agreements with GridBright in a form approved by General Counsel, for provision of the necessary consulting services for a not-to-exceed amount of \$531,387.00, in accordance with the terms and conditions described above and additional terms and conditions mutually acceptable to the parties.

Miscellaneous Contract Award Recommendation(s) \$200,000 And Over October 3, 2022

MISC. CW2249222 Boeing Substation Fire Protection Upgrades to Banks 3 Umbrella Contract 2022	No. of Bids Solicited: No. of Bids Received: Project Leader & Phone No.: Estimate:	0 0 Tom Hovde 150,000.00	Ext. 1703	
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This is a contract for planned work by the DISTRICT and its contractors to upgrade substation transformer bank 3 in the Boeing Substation with the costs shared by Boeing and the DISTRICT as described below. This cost shared work on bank 3 is to be done in 2022. The upgrade consists of replacement of the transformer bank insulating fluid and the bank's bushings.

The contract requires that the transformer bank upgrade shall have a Task Order executed to define the work to be done in the Boeing Substation, the planned schedule and to update the estimated costs. Table 1 in the contract references estimated costs for the upgrade of bank 3 in 2022. Substation Engineering is now coordinating with Contracts & Purchasing on contracting for purchase and installation of FR3 for upgrade to Bank 3 this year. This Task Order 1 work is to occur between October 9 and 28, 2022. We plan to begin work on site on October 10, 2022 this year. To the extent the parties determine to upgrade or replace additional transformer banks at the Boeing Substation in the future, the parties intend to execute additional Task Orders under the contract and/or amend the contract to reflect the terms and conditions of those projects.

Boeing's engineering representatives have reviewed the draft contract and Task Order 1 for bank 3 and find them acceptable. Substation Engineering's updated cost estimates for the 2022 work reflect that Boeing and PUD will each pay 50% of that total cost. Costs will be adjusted to reflect then current pricing. The contract has been reviewed by DISTRICT Legal.

The Commission's approval is requested as the total cost of the bank 3 upgrade is estimated at \$300,000.00 with DISTRICT's cost share estimated to total approximately \$150,000.00 DISTRICT crews, led by Substation Engineering, designed, planned, and installed a 4th transformer bank in the Boeing Substation that was energized in December 2019. Boeing paid for the full cost of that added redundant capacity. This further upgrade work to Boeing Substation reflects the ongoing collaboration and coordination in the operation and maintenance of this critical infrastructure serving the DISTRICT's largest customer. Staff recommends continuing this successful working relationship evidenced by these planned upgrades.

Vendor	<u>Subtotal (w/o tax)</u>
Award To The Boeing Company	\$150,000.00

Summary Statement: Staff recommends approval of this shared cost agreement with The Boeing Company as an appropriate maintenance activity in coordination between Boeing and the District in recognition of the critical infrastructure status of the Boeing Substation.

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By approval of this recommendation, the Board authorizes the District's General Manager or his designee to enter into an agreement with The Boeing Company for cost shared upgrade work on the Boeing Substation as described above, in a form approved by General Counsel, and in accordance with the terms and conditions Summary Statement
(continued):described above and additional terms and conditions mutually acceptable to the
parties.

Cooperative Purchase Recommendations October 3, 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. CONTRACTS

Cooperative Purchase Recommendations October 3, 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. CONTRACTS

Awarded Vendor Name: John Deere and Company
Purchase Order Number: 4500079307
Sourcewell Contract #032119-JDC.
Description of Purchase:
Purchase of one new Tractor with Side Arm Mower that will be used by Distribution and Engineering Services Division. This equipment will be a fleet addition.
Project Lead: Christina Brueckner, Ext. 5053

MISC No. CW2225685

Electric and Water Meter Reading Services

Contractor/Consultant/Supplier:	Tru-Check Inc.	
Project Leader & Phone No.:	Shari Akramoff	Ext. 8636
Amendment No.:	3	
Amendment:	\$ 5,000,000.00	

Approximate Original Contract Amount:	\$8,890,000.00		
Present Contract Amount:	\$18,740,000.00	Original Start/End:	7/18/2016 - 12/01/2019
Amendment Amount:	\$5,000,000.00	Present Start/End:	7/18/201612/01/2022
Approximate New Contract Amount:	\$23,740,000.00	New End Date:	12/01/2023

Summary Statement:	Staff recommends approval of Amendment No. 3 to increase the contract by an estimated
-	amount of \$5,000,000.00. This amendment will allow for continued electric and water
	meter reading services through 2023.

Summary of Amendments:

ndments: <u>Amendment No. 1</u> approved by Commission on September 10, 2019, Extended contract term to December 1, 2022, increased funding by \$9,850,000.00 and replaced Attachment A: Scope of Work and Attachment B: Compensation and Payment.

<u>Amendment No. 2</u> executed September 21, 2021, Increased payment to accommodate increased minimum staff pay scale in an effort to improve the ability to recruit staff. Also add liquidated damages for consecutive estimated meter readings.

Contract Acceptance Recommendations(s) October 3, 2022

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

PWC No. CW2247700

Harbour Pointe Substation Site Improvements

Contractor:	Pellco Construction Inc.
Start/End:	05/02/2022 - 07/26/2022
Evaluator & Phone No.:	Jacob Dahl Ext. 5277
No. of Amendments:	1
Retained Fund:	\$0 (Retainage Bond #S021410)

Original Contract Amount:	\$364,750.00
Total Amendment Amount:	\$28,388.84
Final Contract Amount:	\$393,138.84

Summary Statement: None



Meeting Date:

BUSINESS OF THE COMMISSION

Agenda Item:

4C

5	0	
TITLE:		
Consideration of Certification/Ratification and Approval of District C	hecks and Vouc	chers
SUBMITTED FOR: Consent Agenda		

Presentation Planned
Monitoring Report

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

October 3, 2022

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 3rd day of October 2022.

CERTIFICATION:

RATIFIED AND APPROVED:

Board of Commissioners:

Certified as correct:

President

CEO/General Manager Julia A Anderson

Vice-President

Auditor Jun for

Chief Financial Officer/Treasurer

Secretary

TYPE OF DISBURSEMENT	PAYMENT REF NO.	DOLLAR AMOUNT	PAGE NO.
REVOLVING FUND			
Customer Refunds, Incentives and Other	1118895 - 1119080	\$44,780.00	2 - 7
Electronic Customer Refunds		\$12,801.14	8 - 11
WARRANT SUMMARY			
Warrants	8070295 - 8070525	\$4,746,177.82	12 - 19
ACH	6032612 - 6032912	\$4,066,889.53	20 - 29
Wires	7002625 - 7002646	\$23,869,543.83	30
Payroll - Direct Deposit	5300000690 - 5300000690	\$4,095,908.41	31
Payroll - Warrants	844744 - 844752	\$18,027.87	31
Automatic Debit Payments	5300000688 - 5300000692	\$1,014,250.14	32
	GRAND TOTAL	\$37,868,378.74	

1118895 1118896 1118897 1118898	LOYD HATFIELD MICHELLE WALTON	\$152.56
1118897 1118898		
1118898		\$65.00
	DARREN CHEATHAM	\$42.20
4440000	ELECTRONIC BILL PAYMENT SERVICES/FIS	\$191.15
1118899	SILVANA COMMUNITY FAIR	\$22.70
1118900	PAUL MARTINEZ	\$7.12
1118901	MARLA BOWMAN	\$441.94
1118902	BARBARA HANCOCK	\$473.03
1118903	TINA FLAHERTY	\$220.00
1118904	HOUSING AUTHORITY OF SNO CO	\$31.69
1118905	FSC RIVERSTONE/ALTIA APARTMENTS, LLC	\$18.73
1118906	CM HEATING INC	\$66.53
1118907	VOID	\$0.00
1118908	HOLLY BRASK	\$27.51
1118909	ADAMANT HOMES INC	\$17.42
1118910	BMCH WASHINGTON LLC	\$24.50
1118911	BRENT BUSCHING	\$220.60
1118912	DOROTHY DEMERS	\$100.79
1118913	TRACY TURNER	\$1,180.01
1118914	RUIHONG DUAN	\$35.02
1118915	SAMANTHA BOSH	\$119.30
1118916	KAORI OKADA	\$142.36
1118917	ALDERWOOD HEIGHTS APTS	\$8.62
1118918	JR MAURICE BELSON	\$215.78
1118919	LISA WILLIS	\$20.37
1118920	QUANTUM MANAGEMENT SERVICES INC	\$26.41
1118921	TAMARA WALDON	\$74.35
1118922	MICHAEL GRAHAM	\$37.90
1118923	SUSAN GARZA	\$387.95
1118924	LGI HOMES - WASHINGTON, LLC	\$41.19
1118925	LGI HOMES - WASHINGTON, LLC	\$68.03
	1118913 1118914 1118915 1118916 1118917 1118918 1118919 1118920 1118921 1118922 1118923 1118924	1118913TRACY TURNER1118914RUIHONG DUAN1118915SAMANTHA BOSH1118916KAORI OKADA1118917ALDERWOOD HEIGHTS APTS1118918JR MAURICE BELSON1118919LISA WILLIS1118920QUANTUM MANAGEMENT SERVICES INC1118921TAMARA WALDON1118923SUSAN GARZA1118924LGI HOMES - WASHINGTON, LLC

Payment Date	Payment Ref Nbr	Payee	Amount
9/14/22	1118927	LEVI MCDANIEL	\$165.66
9/14/22	1118928	JULIAN TOMS	\$151.04
9/14/22	1118929	BEX PORTFOLIO LLC	\$21.36
9/14/22	1118930	LISANDRO MERCADO	\$802.81
9/14/22	1118931	MARK HIMMELMAN	\$228.71
9/14/22	1118932	RUTH GUSTAFSON	\$758.03
9/14/22	1118933	HEATHER HUFFMAN	\$37.64
9/14/22	1118934	VIKING LYNNWOOD LLC	\$17.81
9/14/22	1118935	FELIX RODRIGUEZ	\$47.00
9/14/22	1118936	VOID	\$0.00
9/14/22	1118937	SORA KIM	\$21.00
9/14/22	1118938	MARITA ROMSON	\$64.26
9/14/22	1118939	DR BUFF CAR WASH AND DETAIL	\$41.79
9/14/22	1118940	DANIELLE NEWBOULD	\$86.42
9/14/22	1118941	LGI HOMES - WASHINGTON, LLC	\$61.01
9/14/22	1118942	J&K FITNESS LLC	\$176.10
9/14/22	1118943	LGI HOMES - WASHINGTON, LLC	\$100.54
9/14/22	1118944	ENCORE PARTNERS LLC	\$12.28
9/14/22	1118945	ALDERWOOD LAND COMPANY LLC	\$46.66
9/15/22	1118946	JACK KENDRICK	\$21.32
9/15/22	1118947	MARY ALEXANDER	\$20.52
9/15/22	1118948	PACIFIC RIDGE - DRH, LLC	\$16.06
9/15/22	1118949	SFR ACQUISITIONS 3 LLC	\$220.00
9/15/22	1118950	FISERV, INC./CHECKFREE CORPORATION	\$7.46
9/15/22	1118951	JANET CHALUPNIK	\$1,842.16
9/15/22	1118952	VELMA SCOTT	\$6.09
9/15/22	1118953	MARIYLN MEDSKER	\$16.43
9/15/22	1118954	PRCP-EVERETT,LLC	\$26.10
9/15/22	1118955	THE STINSON ASSOCIATES LLC	\$34.45
9/16/22	1118956	GRIBBLE BROS CLEARVIEW PROPERTIES LLC	\$87.67
9/16/22	1118957	DEENA WHITE	\$10.04
9/16/22	1118958	DARSH PATEL	\$98.38

Payment Date	Payment Ref Nbr	Payee	Amount
9/16/22	1118959	KIRIN VREELAND	\$157.55
9/16/22	1118960	JEAN KRISCHANO	\$477.10
9/16/22	1118961	VIKASH RAMNANAN	\$48.96
9/16/22	1118962	SSHI LLC	\$19.63
9/16/22	1118963	BILL REED	\$15.73
9/16/22	1118964	PINE VIEW APARTMENTS EVERETT LLC	\$9.35
9/16/22	1118965	JASON SHAW	\$186.53
9/16/22	1118966	KRISTAL JOINER	\$122.13
9/16/22	1118967	MICHAEL LORING	\$560.02
9/16/22	1118968	DALIA SANCHEZ CASTELLANOS	\$112.91
9/16/22	1118969	MAINVUE WA LLC	\$9.87
9/16/22	1118970	JACOBSEN HOMES	\$151.64
9/16/22	1118971	DUNNY POTTER	\$153.88
9/16/22	1118972	SSHI LLC	\$19.38
9/16/22	1118973	VOID	\$0.00
9/16/22	1118974	SAMANTHA RAGSDALE	\$154.2
9/19/22	1118975	ANISH DHASON	\$15.90
9/19/22	1118976	ALWYN ASWIN	\$28.00
9/19/22	1118977	WENDY SMITH	\$3,203.07
9/19/22	1118978	SAINABOU WADDA	\$34.00
9/19/22	1118979	HUMBERTO MATURANA	\$30.17
9/19/22	1118980	THOMAS KOENIG	\$301.32
9/19/22	1118981	KIRBY DEINES	\$79.32
9/19/22	1118982	DARLENE BILLINGSLEY	\$347.89
9/19/22	1118983	VOID	\$0.00
9/19/22	1118984	SEATTLE VISION CHURCH	\$313.64
9/19/22	1118985	KAYVON GOLCHIN	\$16.4
9/19/22	1118986	LANETTE DUNGAN	\$435.00
9/19/22	1118987	WILLIAM BRUBAKER	\$7.8
9/19/22	1118988	RN ESTATES LLC	\$225.26
9/19/22	1118989	LENNAR NORTHWEST INC	\$18.04
9/19/22	1118990	JANET JOHNSON	\$41.36

Payment Date	Payment Ref Nbr	Payee	Amount
9/19/22	1118991	VIJAY NAIR	\$348.00
9/19/22	1118992	MARJIE DANGELO	\$6.03
9/19/22	1118993	SAIWEI LLC	\$47.34
9/19/22	1118994	ELSA OCBAMICHAEL	\$1,300.00
9/19/22	1118995	SPRING HOLLOW OWNERS ASSOCIATION	\$1,263.28
9/19/22	1118996	SHANTELLE JENSEN	\$181.30
9/19/22	1118997	FRANK DEARMAN	\$206.42
9/20/22	1118998	SUSAN HARRELL	\$120.00
9/20/22	1118999	CARL SCHIFFELER	\$31.94
9/20/22	1119000	LAKESIDE APARTMENT ASSOCIATES LLC	\$56.77
9/20/22	1119001	SATINDER PAL	\$91.01
9/20/22	1119002	VOID	\$0.00
9/20/22	1119003	LUCAS KENNEY	\$23.18
9/20/22	1119004	MINA VORA	\$9.48
9/20/22	1119005	NURU TUKU	\$47.33
9/20/22	1119006	LENNAR NORTHWEST INC	\$22.01
9/20/22	1119007	WESTERN BLOSSOM HILL INVESTORS, LP	\$15.73
9/20/22	1119008	JACOB LEE	\$115.02
9/20/22	1119009	KEITH KRASNOWSKI	\$8.91
9/20/22	1119010	HASAN REDA	\$55.36
9/20/22	1119011	PENNY BURGHARDT	\$451.42
9/20/22	1119012	KION MOZEE	\$2,183.67
9/20/22	1119013	LENNAR NORTHWEST INC	\$39.00
9/20/22	1119014	LENNAR NORTHWEST INC	\$102.59
9/20/22	1119015	RANDALL KURTZ	\$725.00
9/20/22	1119016	ADAM SIEFERTSON	\$74.06
9/20/22	1119017	LELA ANDERSON	\$64.79
9/20/22	1119018	CPI-GREP AA I LYNNWOOD LP	\$25.28
9/20/22	1119019	GUARDIAN NORTHWEST TITLE COMPANY	\$108.44
9/20/22	1119020	MAYURI GORHE	\$85.75
9/20/22	1119021	TODD WINCHELL	\$93.95
9/20/22	1119022	ERIN ROGERS	\$108.37

Payment Date	Payment Ref Nbr	Payee	Amount
9/20/22	1119023	JULIE STRUBLE	\$10.50
9/20/22	1119024	SALON PETITE LLC	\$50.04
9/20/22	1119025	CAYDEN DILLON	\$1,730.79
9/20/22	1119026	NORMA WATERS	\$43.94
9/20/22	1119027	SCOTT WALKER	\$44.26
9/20/22	1119028	HYUK LEE	\$397.79
9/20/22	1119029	LI KAY	\$111.42
9/21/22	1119030	DIANE HILDEBRANDT	\$308.49
9/21/22	1119031	PODS ENTERPRISES LLC	\$180.80
9/21/22	1119032	RANDALL FIELDS	\$59.61
9/21/22	1119033	JR MACARIO GUEVARA	\$74.70
9/21/22	1119034	JULIE YOUNG	\$4,124.41
9/21/22	1119035	MARGRETHE FARR	\$110.72
9/21/22	1119036	LENNAR NORTHWEST INC	\$47.39
9/21/22	1119037	SHANE VERSCHELDEN	\$137.75
9/22/22	1119038	VOID	\$0.00
9/22/22	1119039	UNIVERSITY MECHANICAL CONTRACTORS	\$84.39
9/22/22	1119040	JAMES SOWARDS	\$289.90
9/22/22	1119041	JUDY REICH	\$87.60
9/22/22	1119042	PATRICIA EARP	\$41.98
9/22/22	1119043	TINA O'KEEFE	\$434.70
9/22/22	1119044	ROYAL MARR	\$61.66
9/22/22	1119045	SHERYL SKOGLUND	\$80.26
9/22/22	1119046	MARIYA MANTSEVICH	\$174.49
9/22/22	1119047	DEBORAH BOARDMAN	\$162.64
9/22/22	1119048	STEPHEN STREISSGUTH	\$12.48
9/22/22	1119049	PACIFIC RIDGE - DRH, LLC	\$107.47
9/22/22	1119050	KARLENE KIRCHGESSNER	\$106.11
9/22/22	1119051	SUSAN LEGGETT	\$13.85
9/22/22	1119052	JR AUBREY CARTER	\$2,749.04
9/22/22	1119053	WOODWAY ESTATES	\$49.82

Payment Date	Payment Ref Nbr	Рауее	Amount
9/22/22	1119055	PACIFIC RIDGE - DRH, LLC	\$15.25
9/22/22	1119056	GREGORY WALRATH	\$340.65
9/22/22	1119057	GREGORY PARKER	\$1,927.46
9/22/22	1119058	SUNIL PAI DHUNGAT	\$155.99
9/22/22	1119059	GAIL TAYLOR	\$317.71
9/22/22	1119060	ALONDRA MERCADO MEDINA	\$295.51
9/22/22	1119061	JUSTICE VELA	\$2,010.09
9/22/22	1119062	JR SIDNEY BRYAN	\$450.00
9/22/22	1119063	ANDRI TETETCHENKO	\$17.99
9/22/22	1119064	DONALD ANDERSON	\$19.60
9/23/22	1119065	BMCH WASHINGTON LLC	\$19.10
9/23/22	1119066	JR MICHAEL CHECKEYE	\$95.72
9/23/22	1119067	EDITH NOZZI	\$154.91
9/23/22	1119068	JONAS HYLTON	\$1,000.00
9/23/22	1119069	CLPF HARBOUR POINTE LLC	\$79.87
9/23/22	1119070	FAIRFIELD BALLINGER LP	\$65.18
9/23/22	1119071	WAKEFIELD BICKFORD LLC	\$58.99
9/23/22	1119072	JASON BRANDSNESS	\$6.98
9/23/22	1119073	TORRA JONES	\$38.09
9/23/22	1119074	MAINVUE WA LLC	\$80.14
9/23/22	1119075	COAST DEVELOPMENT CO LLC	\$47.58
9/23/22	1119076	HARRY MA	\$16.43
9/23/22	1119077	PULTE HOMES OF WASHINGTON, INC.	\$94.24
9/23/22	1119078	ADRIAN OBERHOLZER	\$244.42
9/23/22	1119079	TRISTAN MAKIN	\$208.38
9/23/22	1119080	MANOJ NADGOUDA	\$10.00

Total:

\$44,780.00

Payment Date	Payment Ref Nbr	Payee	Amount
9/12/22	000523190283	SOWJANYA YADDANAPUDI	\$159.06
9/12/22	000523190284	JANET WILLIAMS-COX	\$83.78
9/12/22	000523190285	SUBHENDU PARIDA	\$63.24
9/12/22	000523190286	EDGAR VERISSIMO	\$35.32
9/12/22	000523190287	YOON SAETERN	\$5.36
9/12/22	000523190288	BOTHELL NAILS	\$110.01
9/12/22	000523190289	HERMAN CUHACIYAN	\$28.03
9/13/22	000523198736	BENJAMIN MANNING	\$150.45
9/13/22	000523198737	DELMAR PALMER	\$175.00
9/13/22	000523198738	BRITNEY WOOD	\$79.00
9/13/22	000523198739	JENNIFER PITTMAN	\$123.62
9/13/22	000523198740	ALLISON LENHARDT	\$152.31
9/13/22	000523198741	ALEXIS SANDEFER	\$72.64
9/13/22	000523198742	JORDAN SCHMIDT	\$121.03
9/13/22	000523198743	LIEN T CUNG	\$98.97
9/13/22	000523198744	DANIELLE SMITH	\$54.06
9/13/22	000523198745	CASEY SHELTON	\$81.41
9/13/22	000523198746	LIEN T CUNG	\$33.64
9/13/22	000523198747	BRITNEY WOOD	\$52.01
9/13/22	000523198748	DANIELLE SMITH	\$152.00
9/13/22	000523198749	JULIA WATERMAN	\$60.04
9/13/22	000523198750	NARESH VADLA	\$39.20
9/13/22	000523198751	NICK SPURLOCK	\$62.54
9/13/22	000523198752	CAROLE BERRY	\$405.66
9/13/22	000523198753	ED RITTER	\$78.20
9/13/22	000523198754	KATHERINE PTAK	\$17.98
9/13/22	000523198755	CHRISTINE LEE	\$15.90
9/13/22	000523198756	MOLLY QUICK	\$92.00
9/13/22	000523198757	BRITNEY WOOD	\$15.61
9/13/22	000523198758	AGATA PYSZKIEWICZ	\$21.91
9/13/22	000523198759	TREVOR TONNING	\$113.03
9/13/22	000523198760	DANIELLE SMITH	\$152.00

Payment Date	Payment Ref Nbr	Payee	Amount
9/15/22	000523216413	EDWARD HINSHELWOOD	\$143.38
9/15/22	000523216414	CHAD BOLLACKER	\$82.86
9/15/22	000523216415	GYAN TAMANG	\$83.49
9/15/22	000523216416	ALLA PRISHKO	\$21.80
9/15/22	000523216417	PHILLIP HEMMING	\$36.94
9/15/22	000523216418	DARRIN HAASE	\$177.68
9/15/22	000523216419	CONOR MOSER	\$5.54
9/16/22	000523226727	BRIANNA MAHAN	\$69.23
9/16/22	000523226728	CHAYA ARFI	\$87.47
9/16/22	000523226729	REBECA DIETRICH	\$40.29
9/16/22	000523226730	CHRISTINA ROBERTS	\$56.90
9/16/22	000523226731	BRYAN JOHNSON	\$286.34
9/16/22	000523226732	JESSICA JENKINS	\$26.07
9/16/22	000523226733	MATTHEW BLANKENSHIP	\$8.05
9/16/22	000523226734	ALEXIS SPURLOCK	\$96.32
9/16/22	000523226735	JACK PLOUSE	\$134.24
9/16/22	000523226736	CORINNE MARKLE	\$81.84
9/16/22	000523226737	EMILY JONES	\$233.78
9/16/22	000523226738	SHUKPING HULDA YU	\$44.03
9/16/22	000523226739	SURESH NALLAMILLI	\$35.11
9/16/22	000523226740	BRIAN ABBEY	\$50.93
9/20/22	000523249044	SERGEI KOVALENKO	\$226.75
9/20/22	000523249045	TANYA ENG	\$64.45
9/20/22	000523249046	TANYA ENG	\$10.99
9/20/22	000523249047	KWAN CHEN	\$51.76
9/20/22	000523249048	RILEY LINDSTRAND	\$35.50
9/20/22	000523249049	ALLISON ESPOSITO	\$41.68
9/20/22	000523249050	TANYA ENG	\$45.87
9/20/22	000523249051	ALLISON ESPOSITO	\$53.76
9/20/22	000523249052	RILEY LINDSTRAND	\$80.16
9/20/22	000523249053	TOM KELLY	\$26.40
9/20/22	000523249054	DIVYA AWASTHI	\$299.34

Payment Date	Payment Ref Nbr	Payee	Amount
9/20/22	000523249055	MAHLON OTERO	\$48.72
9/20/22	000523249056	CHRISTOPHER KNIZESKI	\$23.62
9/20/22	000523249057	SERGEY MENIS	\$33.52
9/21/22	000523257569	JASON BOURGEOIS	\$103.60
9/21/22	000523257570	CHINH LY	\$92.62
9/21/22	000523257571	TOSHI KAZU	\$146.48
9/21/22	000523257572	ALEXIS JONES	\$35.53
9/21/22	000523257573	ALEXIS JONES	\$11.44
9/21/22	000523257574	ETHAN HORNE	\$5.53
9/21/22	000523257575	LANAYA ADDIS	\$33.66
9/21/22	000523257576	RACHEL LEE	\$132.31
9/21/22	000523257577	ANTHONY LOFTON	\$27.21
9/21/22	000523257578	ALEXIS JONES	\$67.35
9/21/22	000523257579	ANTHONY LOFTON	\$52.60
9/21/22	000523257580	VIDAL GONZALES	\$60.95
9/21/22	000523257581	JOHNSON TOUSSAINT	\$119.36
9/21/22	000523257582	ANTHONY LOFTON	\$23.63
9/21/22	000523257583	BRENT LILLARD	\$84.89
9/21/22	000523257584	CAMERON JOHNSON	\$148.82
9/21/22	000523257585	ETHAN HORNE	\$37.12
9/21/22	000523257586	JAIME PEREZ	\$151.00
9/21/22	000523257587	MAKINZIE RICH	\$119.62
9/21/22	000523257588	WILLIAM PEARSON	\$50.37
9/21/22	000523257589	CHERYL PERALEZ	\$63.63
9/21/22	000523257590	STEVEN ABRAMOWICZ	\$56.52
9/22/22	000523265930	LORNA DONADIO	\$53.39
9/22/22	000523265931	LORNA DONADIO	\$95.00
9/22/22	000523265932	LORNA DONADIO	\$95.00
9/22/22	000523265933	JEFF JACOBSEN	\$29.81
9/22/22	000523265934	NICHOLAS TUCKER	\$272.41
9/22/22	000523265935	NICHOLAS TUCKER	\$544.82
9/22/22	000523265936	JACOB TAYLOR	\$2,120.06

Payment Date	Payment Ref Nbr	Payee	Amount
9/22/22	000523265937	GLADYS KIPTABUT	\$1,319.14
9/22/22	000523265938	KATIE DAVES	\$91.49
9/23/22	000523271879	NATHAN STEWART	\$148.02
9/23/22	000523271880	ANIKA MUSGRAVE	\$105.77
9/23/22	000523271881	ALISHA NOEUY	\$155.43
9/23/22	000523271882	SAMY FREIRE	\$20.06
9/23/22	000523271883	ALICIA GONZALEZ	\$19.37
9/23/22	000523271884	BROOKE MCMANUS	\$88.00
9/23/22	000523271885	CLEONA MONACO	\$28.13
9/23/22	000523271886	TUCKER CHANDLER	\$101.91
9/23/22	000523271887	ASHLEY MAPHIS	\$18.57
9/23/22	000523271888	ALLYSON WHITTON	\$37.08
9/23/22	000523271889	RYAN TREMBLAY	\$83.62

Total:

\$12,801.14

Payment Date	Payment Ref Nbr	Payee	Amount
9/13/22	8070295	CARRIE RODLAND	\$55.69
9/13/22	8070296	CAMANO WATER ASSN	\$123.20
9/13/22	8070297	CITY OF EVERETT	\$123.90
9/13/22	8070298	CITY OF LYNNWOOD	\$2,220.91
9/13/22	8070299	CITY OF MOUNTLAKE TERRACE	\$6,029.05
9/13/22	8070300	CITY OF ARLINGTON	\$244.31
9/13/22	8070301	RIVERSIDE TOPSOIL INC	\$350.00
9/13/22	8070302	SILVER LAKE WATER & SEWER DISTRICT	\$115.80
9/13/22	8070303	SIX ROBBLEES INC	\$1,041.57
9/13/22	8070304	SHI INTERNATIONAL CORP	\$2,365.29
9/13/22	8070305	SOUND PUBLISHING INC	\$9,911.75
9/13/22	8070306	UNITED SITE SERVICES OF NEVADA INC	\$2,063.59
9/13/22	8070307	WILBUR-ELLIS HOLDINGS II INC	\$630.83
9/13/22	8070308	SNOHOMISH COUNTY	\$759.63
9/13/22	8070309	T-MOBILE USA INC	\$1,370.00
9/13/22	8070310	TOTAL LANDSCAPE CORP	\$12,091.05
9/13/22	8070311	ZIPPER GEO ASSOCIATES LLC	\$1,563.24
9/13/22	8070312	JULIE MORRISON OR MAURICE SANTOS	\$11.48
9/13/22	8070313	WORK TRUCK DIRECT INC	\$640.83
9/13/22	8070314	SUPERIOR SEPTIC SERVICE LLC	\$938.74
9/13/22	8070315	CANDACE CARNAHAN MOTIVATIONAL	\$14,910.09
9/13/22	8070316	WESTLAND RESOURCES INC	\$972.30
9/13/22	8070317	FERGUSON ENTERPRISES LLC	\$180.24
9/13/22	8070318	SUPERIOR GLASS INSTALLATIONS INC	\$1,200.00
9/16/22	8070319	JASON BOARD	\$723.89
9/16/22	8070320	ELIJAH ALLEN	\$275.00
9/16/22	8070321	AAA MONROE ROCK CORP	\$195.69
9/16/22	8070322	AMERICAN POWER SOLUTIONS	\$5,999.97
9/16/22	8070323	ARGUS PACIFIC INC	\$1,210.00
9/16/22	8070324	CITY OF ARLINGTON	\$201,300.00
9/16/22	8070325	EQUIFAX INFORMATION SERVICES LLC	\$59.50
9/16/22	8070326	CITY OF EVERETT	\$564,732.76

Payment Date	Payment Ref Nbr	Payee	Amount
9/16/22	8070327	GLOBAL RENTAL COMPANY INC	\$8,022.70
9/16/22	8070328	CORE & MAIN LP	\$1,247.02
9/16/22	8070329	KAMAN FLUID POWER LLC	\$1,032.56
9/16/22	8070330	CITY OF MARYSVILLE	\$391.23
9/16/22	8070331	MC MASTER CARR SUPPLY CO	\$333.00
9/16/22	8070332	GENUINE PARTS COMPANY	\$1,970.17
9/16/22	8070333	US BANK/POWEREX	\$238,011.29
9/16/22	8070334	PUGET SOUND ENERGY INC	\$359.99
9/16/22	8070335	CITY OF ARLINGTON	\$981.71
9/16/22	8070336	REPUBLIC SERVICES INC	\$652.34
9/16/22	8070337	ROBERT HALF INTERNATIONAL INC	\$8,365.64
9/16/22	8070338	SIX ROBBLEES INC	\$1,357.87
9/16/22	8070339	SOUND PUBLISHING INC	\$149.94
9/16/22	8070340	UNITED SITE SERVICES OF NEVADA INC	\$173.37
9/16/22	8070341	US BANK NA	\$126.58
9/16/22	8070342	ALDERWOOD WATER & WASTEWATER DISTRI	\$52.28
9/16/22	8070343	BICKFORD MOTORS INC	\$1,826.12
9/16/22	8070344	CAR WASH ENTERPRISES INC	\$40.87
9/16/22	8070345	DEPARTMENT OF HEALTH	\$5,700.00
9/16/22	8070346	RYAN SCOTT FELTON	\$25.39
9/16/22	8070347	INTEGRATED SYSTEMS CONTROLS LLC	\$2,766.19
9/16/22	8070348	GARY D KREIN	\$769.30
9/16/22	8070349	NW TRANSMISSION INC	\$3,442.27
9/16/22	8070350	SNOHOMISH COUNTY	\$1,313.25
9/16/22	8070351	PUBLIC UTILITY DIST NO 1 OF	\$12,422.29
9/16/22	8070352	THE VON CORPORATION	\$16,724.20
9/16/22	8070353	WYNNE AND SONS INC	\$98.91
9/16/22	8070354	GSR RENTALS INC	\$2,982.00
9/16/22	8070355	BAKER HUGHES HOLDINGS LLC	\$17,663.29
9/16/22	8070356	LANDIS GYR TECHNOLOGY INC	\$1,748.82
9/16/22	8070357	WASHINGTON STATE DEPT OF HEALTH	\$352,181.79
9/16/22	8070358	OCCUPATIONAL HEALTH CENTERS OF WA P	\$165.00

Payment Date	Payment Ref Nbr	Payee	Amount
9/16/22	8070359	THE KROGER CO	\$42,496.41
9/16/22	8070360	BYRAM LABORATORIES INC	\$2,515.99
9/16/22	8070361	THE PAPE GROUP INC	\$1,099.00
9/16/22	8070362	WASHINGTON STATE DOT	\$757.02
9/16/22	8070363	CADMAN MATERIALS INC	\$1,299.07
9/16/22	8070364	ARTHUR J GALLAGHER RISK	\$18,000.00
9/16/22	8070365	REACH SPORTS MARKETING GROUP INC	\$769.30
9/16/22	8070366	PUBLIC STORAGE	\$8,140.00
9/16/22	8070367	US BANK/BROOKFIELD RENEWABLE	\$199,769.40
9/16/22	8070368	UNIVERSAL PROTECTION SERVICE LP	\$1,494.84
9/16/22	8070369	BAXTER AUTO PARTS INC	\$230.66
9/16/22	8070370	THE PAPE GROUP	\$1,024.82
9/16/22	8070371	WASHINGTON BUD COMPANY	\$23,764.20
9/16/22	8070372	CIRCA ENTERPRISES INC	\$9,181.10
9/16/22	8070373	FUNDERBURKE AUTO BODY LLC	\$2,000.00
9/16/22	8070374	FERGUSON ENTERPRISES LLC	\$180.24
9/16/22	8070375	ARROW INSULATION INC	\$1,024.00
9/16/22	8070376	EARTH SAVERS ENERGY SERVICES INC	\$524.28
9/16/22	8070377	EARTH SAVERS ENERGY SERVICES INC	\$50.00
9/16/22	8070378	EARTH SAVERS ENERGY SERVICES INC	\$518.22
9/16/22	8070379	GB ENTERPRISES OF WASHINGTON LLC	\$1,763.00
9/16/22	8070380	GLASS BY LUND INC	\$550.00
9/16/22	8070381	GRANITE CONSTRUCTION COMPANY	\$12,871.46
9/16/22	8070382	STILLY RIVER MECHANICAL INC	\$5,300.00
9/16/22	8070383	STILLY RIVER MECHANICAL INC	\$6,600.00
9/16/22	8070384	SUPERIOR GLASS INSTALLATIONS INC	\$650.00
9/20/22	8070385	CITY OF DARRINGTON	\$5,882.87
9/20/22	8070386	EQUIFAX INFORMATION SERVICES LLC	\$7,716.88
9/20/22	8070387	GLOBAL RENTAL COMPANY INC	\$10,220.70
9/20/22	8070388	VOID	\$0.00
9/20/22	8070389	CORE & MAIN LP	\$2,711.41
9/20/22	8070390	ISLAND COUNTY	\$206.50

Payment Date	Payment Ref Nbr	Payee	Amount
9/20/22	8070391	CITY OF LYNNWOOD	\$404.01
9/20/22	8070392	CITY OF MARYSVILLE	\$167,943.49
9/20/22	8070393	CITY OF MARYSVILLE	\$1,856.34
9/20/22	8070394	CITY OF MOUNTLAKE TERRACE	\$57,211.21
9/20/22	8070395	BEACON PUBLISHING INC	\$660.00
9/20/22	8070396	GENUINE PARTS COMPANY	\$126.87
9/20/22	8070397	SIX ROBBLEES INC	\$543.82
9/20/22	8070398	SNOHOMISH COUNTY	\$296.00
9/20/22	8070399	SNOHOMISH COUNTY	\$205.50
9/20/22	8070400	CITY OF SULTAN	\$27,450.38
9/20/22	8070401	TALLEY INC	\$602.39
9/20/22	8070402	UNITED SITE SERVICES OF NEVADA INC	\$112.70
9/20/22	8070403	STATE OF WASHINGTON	\$300.00
9/20/22	8070404	CITY OF ARLINGTON	\$108,263.70
9/20/22	8070405	CITY OF BOTHELL	\$110,169.61
9/20/22	8070406	CITY OF BRIER	\$14,772.57
9/20/22	8070407	CITY OF EDMONDS	\$125,046.49
9/20/22	8070408	CITY OF INDEX	\$519.80
9/20/22	8070409	KING COUNTY TREASURER	\$50,000.00
9/20/22	8070410	VOID	\$0.00
9/20/22	8070411	LAKE STEVENS SEWER DIST	\$227.70
9/20/22	8070412	CITY OF MONROE	\$83,625.72
9/20/22	8070413	ROOSEVELT WATER ASSN INC	\$107.50
9/20/22	8070414	SNOHOMISH COUNTY	\$2,369.00
9/20/22	8070415	SPILL 911 INC	\$280.00
9/20/22	8070416	CITY OF STANWOOD	\$27,712.86
9/20/22	8070417	TECHPOWER SOLUTIONS INC	\$1,195.71
9/20/22	8070418	TOTAL LANDSCAPE CORP	\$250.00
9/20/22	8070419	TOWN OF WOODWAY	\$4,755.33
9/20/22	8070420	CITY OF GRANITE FALLS	\$15,153.04
9/20/22	8070421	JENSEN HUGHES INC	\$15,155.00
9/20/22	8070422	CITY OF EVERETT	\$551,175.72

Payment Date	Payment Ref Nbr	Payee	Amount
9/20/22	8070423	NORTHWEST FIBER LLC	\$15,342.54
9/20/22	8070424	CADMAN MATERIALS INC	\$214.95
9/20/22	8070425	BIRCH EQUIPMENT CO INC	\$1,080.32
9/20/22	8070426	CLARY LONGVIEW LLC	\$71,225.30
9/20/22	8070427	QUEEN CITY SHEET METAL & ROOFING IN	\$179,190.18
9/20/22	8070428	UNIVERSAL PROTECTION SERVICE LP	\$2,290.55
9/20/22	8070429	MATERIALS TESTING & CONSULTING INC	\$375.75
9/20/22	8070430	BIG SHAKER ENTERPRISES LLC	\$9,500.00
9/20/22	8070431	THOMAS A LITTLE	\$2,000.00
9/20/22	8070432	CITY OF LYNNWOOD	\$169,899.62
9/20/22	8070433	CITY OF MARYSVILLE	\$1,000.00
9/20/22	8070434	CITY OF MUKILTEO	\$74,003.63
9/20/22	8070435	CITY OF SNOHOMISH	\$38,571.6
9/20/22	8070436	STILLY RIVER MECHANICAL INC	\$2,650.0
9/20/22	8070437	SUPERIOR GLASS INSTALLATIONS INC	\$1,700.00
9/20/22	8070438	SERVICE MAX HEATING & AIR CONDITION	\$602.0
9/23/22	8070439	RMH LLC	\$941.50
9/23/22	8070440	TULALIP TRIBES OF WASHINGTON	\$6,014.0
9/23/22	8070441	WAKEFIELD ALDERWOOD LLC	\$1,482.6
9/23/22	8070442	WET RABBIT EXPRESS CAR WASH	\$6,037.4
9/23/22	8070443	RAYMOND MOORE	\$2,626.32
9/23/22	8070444	ANTHONY HENRY	\$3,076.0
9/23/22	8070445	PACIFIC GARAGES INC	\$146.22
9/23/22	8070446	MATTHEW BENDER & COMPANY INC	\$1,889.98
9/23/22	8070447	CNA SURETY COMPANY	\$50.00
9/23/22	8070448	CUMMINS-ALLISON CORP	\$1,535.1
9/23/22	8070449	DISH NETWORK	\$82.7
9/23/22	8070450	DUNN LUMBER CO INC	\$650.8
9/23/22	8070451	EQUIFAX INFORMATION SERVICES LLC	\$1,957.18
9/23/22	8070452	CITY OF EVERETT	\$31.3
9/23/22	8070453	GLOBAL RENTAL COMPANY INC	\$7,638.0

Payment Date	Payment Ref Nbr	Payee	Amount
9/23/22	8070455	CITY OF GOLD BAR	\$575.40
9/23/22	8070456	HARGIS ENGINEERS INC	\$22,050.00
9/23/22	8070457	HARRINGTON INDUSTRIAL PLASTICS LLC	\$1,796.66
9/23/22	8070458	LANGUAGE LINE SERVICES INC	\$4,856.44
9/23/22	8070459	LEXISNEXIS RISK DATA MANAGEMENT INC	\$32.97
9/23/22	8070460	CITY OF LYNNWOOD	\$724.20
9/23/22	8070461	CITY OF MARYSVILLE	\$154.70
9/23/22	8070462	MILL SUPPLY INC	\$1,386.62
9/23/22	8070463	CITY OF MONROE	\$1,169.83
9/23/22	8070464	CITY OF MOUNTLAKE TERRACE	\$191.37
9/23/22	8070465	GENUINE PARTS COMPANY	\$1,797.78
9/23/22	8070466	PACIFIC SAFETY SUPPLY INC	\$2,108.78
9/23/22	8070467	PUGET SOUND ENERGY INC	\$3,373.48
9/23/22	8070468	REPUBLIC SERVICES INC	\$638.26
9/23/22	8070469	RIVERSIDE TOPSOIL INC	\$57.01
9/23/22	8070470	ROBERT HALF INTERNATIONAL INC	\$6,828.95
9/23/22	8070471	SKAGIT LAW GROUP PLLC	\$938.00
9/23/22	8070472	SNOHOMISH COUNTY	\$850.00
9/23/22	8070473	SNOHOMISH COUNTY	\$12.00
9/23/22	8070474	SOUND PUBLISHING INC	\$6,472.25
9/23/22	8070475	US BANK NA	\$1,127.85
9/23/22	8070476	WESCO GROUP INC	\$1,679.74
9/23/22	8070477	DOBBS HEAVY DUTY HOLDINGS LLC	\$659.03
9/23/22	8070478	7TH INNING STRETCH	\$10,630.00
9/23/22	8070479	ALDERWOOD WATER & WASTEWATER DISTRI	\$35.68
9/23/22	8070480	BICKFORD MOTORS INC	\$7,345.47
9/23/22	8070481	COMCAST HOLDINGS CORPORATION	\$11,307.25
9/23/22	8070482	CROSS VALLEY WATER DISTRICT	\$151.50
9/23/22	8070483	EDS MCDOUGALL LLC	\$360.00
9/23/22	8070484	INTEGRATED SYSTEMS CONTROLS LLC	\$1,521.02
9/23/22	8070485	KELLER SUPPLY CO	\$2,378.00
9/23/22	8070486	GARY D KREIN	\$769.30

Payment Date	Payment Ref Nbr	Payee	Amount
9/23/22	8070487	CITY OF LAKE STEVENS	\$96,829.42
9/23/22	8070488	CITY OF LAKE STEVENS	\$49,785.21
9/23/22	8070489	PACIFIC PUBLISHING CO INC	\$1,275.80
9/23/22	8070490	RUBATINO REFUSE REMOVAL INC	\$6,028.60
9/23/22	8070491	SNOHOMISH COUNTY	\$1,121.98
9/23/22	8070492	CITY OF STANWOOD	\$1,604.42
9/23/22	8070493	WELLSPRING FAMILY SERVICES	\$2,950.12
9/23/22	8070494	WESTERN SAFETY PRODUCTS INC	\$14,405.02
9/23/22	8070495	ZIPPER GEO ASSOCIATES LLC	\$13,281.54
9/23/22	8070496	WASHINGTON CRANE & HOIST CO INC	\$747.32
9/23/22	8070497	CRITICAL INSIGHT INC	\$3,000.00
9/23/22	8070498	ELECTROLAB LIMITED	\$7,622.00
9/23/22	8070499	NORTH SOUND AUTO GROUP LLC	\$530.33
9/23/22	8070500	ENERGY CAPITAL SOLUTIONS LLC	\$7,538.87
9/23/22	8070501	THE PAPE GROUP INC	\$9,341.50
9/23/22	8070502	PNG MEDIA LLC	\$708.64
9/23/22	8070503	OSW EQUIPMENT & REPAIR LLC	\$1,060.11
9/23/22	8070504	PETER A BOTTING	\$69.06
9/23/22	8070505	GEO TEST SERVICES INC	\$5,035.05
9/23/22	8070506	CAMPBELL NISSAN EVERETT INC	\$867.00
9/23/22	8070507	OCCUPATIONAL HEALTH CENTERS OF WA P	\$43.00
9/23/22	8070508	SNOHOMISH COUNTY 911	\$5,924.95
9/23/22	8070509	BRINKS INC	\$3,222.39
9/23/22	8070510	CADMAN MATERIALS INC	\$292.76
9/23/22	8070511	SUPERIOR SEPTIC SERVICE LLC	\$469.37
9/23/22	8070512	ALPHA CRUX LLC	\$277,389.60
9/23/22	8070513	KINSHIP GROUP LLC	\$5,713.83
9/23/22	8070514	GRANT TECH INC	\$11,775.00
9/23/22	8070515	METER READING HOLDING I CORP	\$21,217.57
9/23/22	8070516	CONCENTRIC LLC	\$6,551.01
9/23/22	8070517	THE PAPE GROUP	\$207,223.82

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
9/23/22	8070519	ARROW INSULATION INC	\$1,026.00
9/23/22	8070520	EVERGREEN STATE SHEET METAL INC	\$5,300.00
9/23/22	8070521	GRANITE CONSTRUCTION COMPANY	\$227.19
9/23/22	8070522	STILLY RIVER MECHANICAL INC	\$2,650.00
9/23/22	8070523	RESOUND ENERGY LLC	\$4,011.50
9/23/22	8070524	ALL CLIMATE INC	\$2,650.00
9/23/22	8070525	MARY WICKLUND	\$31.40
		Total:	¢4 746 177 92

Total:

\$4,746,177.82

ayment Date	Payment Ref Nbr	Payee	Amount
9/12/22	6032612	INTERWEST CONSTRUCTION INC	\$271,038.50
9/12/22	6032613	MOTOR TRUCKS INTL & IDEALEASE INC	\$309.24
9/12/22	6032614	NORTH COAST ELECTRIC COMPANY	\$663.25
9/12/22	6032615	OPEN TEXT INC	\$433.50
9/12/22	6032616	PETROCARD INC	\$2,886.16
9/12/22	6032617	S&C ELECTRIC COMPANY	\$5,893.44
9/12/22	6032618	STELLA-JONES CORPORATION	\$12,902.66
9/12/22	6032619	TK ELEVATOR CORPORATION	\$1,429.08
9/12/22	6032620	TOPSOILS NORTHWEST INC	\$517.52
9/12/22	6032621	LENZ ENTERPRISES INC	\$9,829.54
9/12/22	6032622	BRIAN DAVIS ENTERPRISES INC	\$873.16
9/12/22	6032623	POWER ENGINEERS INC	\$3,856.19
9/12/22	6032624	ROHLINGER ENTERPRISES INC	\$182.65
9/12/22	6032625	SEATTLE AUTOMOTIVE DISTRIBUTING INC	\$54.5
9/12/22	6032626	WALTER E NELSON CO OF WESTERN WA	\$5,910.5
9/12/22	6032627	ALTEC INDUSTRIES INC	\$151.4
9/12/22	6032628	ANIXTER INC	\$1,288.59
9/12/22	6032629	MOBILE SOLUTIONS SVCS HOLDINGS LLC	\$8,480.1
9/12/22	6032630	WESTERN STATES FIRE PROTECTION CO	\$441.2
9/12/22	6032631	OPENSQUARE HOLDINGS	\$20,132.9
9/12/22	6032632	MELISSA COLLINS	\$109.8
9/12/22	6032633	CHRISTINA ARNDT	\$321.0
9/12/22	6032634	MONICA DOPPEL	\$1,196.2
9/12/22	6032635	WILLIAM GARBER	\$382.0
9/12/22	6032636	JONATHAN JONES	\$520.0
9/13/22	6032637	MOTOR TRUCKS INTL & IDEALEASE INC	\$2,027.3
9/13/22	6032638	NORTH COAST ELECTRIC COMPANY	\$407.73
9/13/22	6032639	OSMOSE UTILITIES SERVICES INC	\$142,564.0
9/13/22	6032640	RWC INTERNATIONAL LTD	\$497.4
9/13/22	6032641	SAP INDUSTRIES INC	\$4,290.0
9/13/22	6032642	SCHWEITZER ENGINEERING LAB INC	\$910.3

9/13/22 9/13/22 9/13/22 9/13/22 9/13/22 9/13/22 9/13/22	6032644 6032645 6032646 6032647 6032648	UNITED PARCEL SERVICE WETLAND RESOURCES INC NORTHWEST CASCADE INC ROHLINGER ENTERPRISES INC	\$768.38 \$1,470.00 \$1,044.25
9/13/22 9/13/22 9/13/22 9/13/22 9/13/22	6032646 6032647	NORTHWEST CASCADE INC	
9/13/22 9/13/22 9/13/22 9/13/22	6032647		\$1,044.25
9/13/22 9/13/22 9/13/22		ROHLINGER ENTERPRISES INC	
9/13/22 9/13/22	6032648		\$11,812.62
9/13/22		ANIXTER INC	\$1,590.8 ⁴
	6032649	NORTH COUNTY OUTLOOK INC	\$405.00
0/40/00	6032650	HARNISH GROUP INC	\$40.96
9/13/22	6032651	NATIONAL RESTROOM TRAILERS LLC	\$19,174.00
9/13/22	6032652	JULIE MAINSTONE	\$1,700.06
9/13/22	6032653	NICHOLAS MAHAFFEY	\$136.00
9/13/22	6032654	JOSIE ANDERSON	\$40.00
9/14/22	6032655	ASPLUNDH TREE EXPERT LLC	\$45,855.06
9/14/22	6032656	CONSOLIDATED ELECTRICAL DISTRIBUTOR	\$403.57
9/14/22	6032657	MOTOR TRUCKS INTL & IDEALEASE INC	\$1,413.29
9/14/22	6032658	NORTH COAST ELECTRIC COMPANY	\$216.00
9/14/22	6032659	PITNEY BOWES PRESORT SERVICES LLC	\$229.88
9/14/22	6032660	ROMAINE ELECTRIC CORP	\$1,003.63
9/14/22	6032661	STAR RENTALS INC	\$2,913.30
9/14/22	6032662	STELLAR INDUSTRIAL SUPPLY INC	\$8,358.97
9/14/22	6032663	TOYOTA TSUSHO MATERIAL HANDLING AME	\$85,189.48
9/14/22	6032664	UNITED PARCEL SERVICE	\$180.00
9/14/22	6032665	VAN NESS FELDMAN LLP	\$3,745.00
9/14/22	6032666	WESTERN FACILITIES SUPPLY INC	\$428.08
9/14/22	6032667	GENERAL PACIFIC INC	\$102,740.78
9/14/22	6032668	LENZ ENTERPRISES INC	\$9,046.48
9/14/22	6032669	MERCURY FITNESS REPAIR INC	\$525.33
9/14/22	6032670	NORTHWEST CASCADE INC	\$147.55
9/14/22	6032671	RELIANCE MANUFACTURING CORPORATION	\$665.47
9/14/22	6032672	ROHLINGER ENTERPRISES INC	\$993.84
9/14/22	6032673	SOUND SAFETY PRODUCTS CO INC	\$2,433.36
9/14/22	6032674	WETHERHOLT & ASSOCIATES INC	\$7,555.00

6032676 6032677 6032678 6032679	ALTEC INDUSTRIES INC ANIXTER INC	\$1,801.06
6032678		
		\$283,219.39
6032670	TRAFFIC CONTROL PLAN CO OF WA LLC	\$350.00
0002019	ATWORK COMMERCIAL ENTERPRISES LLC	\$14,470.44
6032680	LANE POWELL PC	\$2,161.00
6032681	OPENSQUARE HOLDINGS	\$1,544.35
6032682	THE ADT SECURITY CORPORATION	\$9,522.98
6032683	UTILITY TRAILER & EQUIP SALES NW LL	\$5,363.82
6032684	ALAN L MONSON	\$134.08
6032685	PHOENIX BUSINESS INC	\$22,500.00
6032686	AMERICAN CRAWLSPACE & PEST SERVICES	\$1,253.50
6032687	GOLDFINCH BROTHERS INC	\$1,700.00
6032688	NORDSTROM HEATING & AIR INC	\$2,650.00
6032689	STILLY RIVER MECHANICAL INC	\$3,050.00
6032690	JACQUES CONSTRUCTION INC	\$500.00
6032691	GARRISON MARR	\$397.26
6032692	JENNIFER RICH	\$18.75
6032693	SIDNEY LOGAN	\$149.25
6032694	MATTHEW HOFFMAN	\$132.53
6032695	HAWKEN BURCHARD	\$136.00
6032696	CERIUM NETWORKS INC	\$186.83
6032697	FASTENAL COMPANY	\$1,615.09
6032698	HOWARD INDUSTRIES INC	\$30,837.94
6032699	NELSON DISTRIBUTING INC	\$290.25
6032700	S&C ELECTRIC COMPANY	\$4,222.36
6032701	TOPSOILS NORTHWEST INC	\$1,552.56
6032702	GORDON TRUCK CENTERS INC	\$240.96
6032703	COLEHOUR & COHEN INC	\$79,708.93
6032704	CUZ CONCRETE PRODUCTS INC	\$1,619.12
6032705	PORTAGE BAY SOLUTIONS INC	\$341.00
6032706	HYAS GROUP LLC	\$12,625.00
	6032684 6032685 6032687 6032687 6032687 6032687 6032689 6032690 6032691 6032692 6032693 6032694 6032695 6032696 6032697 6032698 6032699 6032699 6032697 6032698 6032700 6032701 6032702 6032703 6032704 6032705	6032684ALAN L MONSON6032685PHOENIX BUSINESS INC6032686AMERICAN CRAWLSPACE & PEST SERVICES6032687GOLDFINCH BROTHERS INC6032688NORDSTROM HEATING & AIR INC6032689STILLY RIVER MECHANICAL INC6032690JACQUES CONSTRUCTION INC6032691GARRISON MARR6032692JENNIFER RICH6032693SIDNEY LOGAN6032694MATTHEW HOFFMAN6032695HAWKEN BURCHARD6032696CERIUM NETWORKS INC6032697FASTENAL COMPANY6032698HOWARD INDUSTRIES INC6032700S&C ELECTRIC COMPANY6032701TOPSOILS NORTHWEST INC6032702GORDON TRUCK CENTERS INC6032703COLEHOUR & COHEN INC6032704CUZ CONCRETE PRODUCTS INC6032705PORTAGE BAY SOLUTIONS INC6032706HYAS GROUP LLC

6032708 6032709 6032710 6032711 6032712 6032713 6032714 6032715 6032716 6032717 6032718	ORSI LESSEE LLC FLEET SERVICE VEHICLE REPAIR LLC FIRE PROTECTION SPECIALISTS LLC BREEZE FREE INC CLEAN CRAWL INC CM HEATING INC COZY HEATING INC CM AIR PROS LLC RENO SANSAVER	\$6,338.64 \$1,050.00 \$1,767.50 \$3,300.00 \$1,650.00
6032710 6032711 6032712 6032713 6032714 6032715 6032716 6032717	FIRE PROTECTION SPECIALISTS LLC BREEZE FREE INC CLEAN CRAWL INC CM HEATING INC COZY HEATING INC CM AIR PROS LLC	\$3,775.33 \$6,338.64 \$1,050.00 \$1,767.50 \$3,300.00 \$1,650.00 \$11,900.00
6032711 6032712 6032713 6032714 6032715 6032716 6032717	BREEZE FREE INC CLEAN CRAWL INC CM HEATING INC COZY HEATING INC CM AIR PROS LLC	\$1,050.00 \$1,767.50 \$3,300.00 \$1,650.00
6032712 6032713 6032714 6032715 6032716 6032717	CLEAN CRAWL INC CM HEATING INC COZY HEATING INC CM AIR PROS LLC	\$1,767.50 \$3,300.00 \$1,650.00
6032713 6032714 6032715 6032716 6032717	CM HEATING INC COZY HEATING INC CM AIR PROS LLC	\$3,300.00 \$1,650.00
6032714 6032715 6032716 6032717	COZY HEATING INC CM AIR PROS LLC	\$1,650.00
6032715 6032716 6032717	CM AIR PROS LLC	
6032716 6032717		\$11,900.00
6032717	RENO SANSAVER	
		\$125.00
6032718	JASON ZYSKOWSKI	\$317.43
0002110	TORRE OLSON	\$102.00
6032719	GARRISON MARR	\$185.00
6032720	SARA AMUNDSON	\$27.50
6032721	SHAWN HUNSTOCK	\$337.01
6032722	LIBERTY MUTUAL GROUP INC	\$14,080.84
6032723	HOWARD INDUSTRIES INC	\$25,997.94
6032724	MR TRUCK WASH INC	\$2,048.03
6032725	BRIAN DAVIS ENTERPRISES INC	\$5,009.24
6032726	RMG FINANCIAL CONSULTING INC	\$2,450.00
6032727	TRICO COMPANIES LLC	\$107,524.37
6032728	WETHERHOLT & ASSOCIATES INC	\$220.00
6032729	NEWSDATA LLC	\$16,347.63
6032730	WELLNESS BY WISHLIST INC	\$1,461.46
6032731	SAACHA BELGAR	\$28.75
6032732	CONSOLIDATED ELECTRICAL DISTRIBUTOR	\$8,354.99
6032733	DAVID EVANS & ASSOCIATES INC	\$27,015.80
6032734	DIVERSIFIED INSPECTIONS ITL INC	\$3,005.00
6032735	HOWARD INDUSTRIES INC	\$47,129.51
6032736	NORTH COAST ELECTRIC COMPANY	\$2,586.19
6032737	PETROCARD INC	\$4,358.32
6032738	PORTLAND GENERAL ELECTRIC CO	\$74,865.00
	6032724 6032725 6032726 6032727 6032728 6032729 6032730 6032731 6032732 6032733 6032734 6032735 6032736 6032737	6032724MR TRUCK WASH INC6032725BRIAN DAVIS ENTERPRISES INC6032726RMG FINANCIAL CONSULTING INC6032727TRICO COMPANIES LLC6032728WETHERHOLT & ASSOCIATES INC6032729NEWSDATA LLC6032730WELLNESS BY WISHLIST INC6032731SAACHA BELGAR6032732CONSOLIDATED ELECTRICAL DISTRIBUTOR6032733DAVID EVANS & ASSOCIATES INC6032734DIVERSIFIED INSPECTIONS ITL INC6032735HOWARD INDUSTRIES INC6032736NORTH COAST ELECTRIC COMPANY6032737PETROCARD INC

Payment Date	Payment Ref Nbr	Payee	Amount
9/19/22	6032740	RWC INTERNATIONAL LTD	\$161.30
9/19/22	6032741	CW KELLY ENTERPRISES LLC	\$69,896.67
9/19/22	6032742	TESSCO INCORPORATED	\$564.00
9/19/22	6032743	TOPSOILS NORTHWEST INC	\$1,035.04
9/19/22	6032744	TFS ENERGY LLC	\$925.00
9/19/22	6032745	TULLETT PREBON AMERICAS CORP	\$3,832.50
9/19/22	6032746	GORDON TRUCK CENTERS INC	\$266.51
9/19/22	6032747	WILLIAMS SCOTSMAN INC	\$989.80
9/19/22	6032748	OTC GLOBAL HOLDINGS LP	\$685.00
9/19/22	6032749	AARD PEST CONTROL INC	\$104.98
9/19/22	6032750	CHAMPION BOLT & SUPPLY INC	\$1,503.57
9/19/22	6032751	OTC GLOBAL HOLDINGS LP	\$1,225.00
9/19/22	6032752	ECOLIGHTS NORTHWEST LLC	\$763.92
9/19/22	6032753	GENERAL PACIFIC INC	\$5,146.68
9/19/22	6032754	HOGLUNDS TOP SHOP INC	\$1,758.39
9/19/22	6032755	LENZ ENTERPRISES INC	\$7,183.29
9/19/22	6032756	NORTHWEST CASCADE INC	\$924.85
9/19/22	6032757	SOUND SAFETY PRODUCTS CO INC	\$3,881.71
9/19/22	6032758	TOTAL RECLAIM INC	\$189.66
9/19/22	6032759	WALTER E NELSON CO OF WESTERN WA	\$1,421.80
9/19/22	6032760	ANIXTER INC	\$183,219.79
9/19/22	6032761	WESTERN STATES FIRE PROTECTION CO	\$412.68
9/19/22	6032762	REXEL USA INC	\$1,712.75
9/19/22	6032763	MURRAYSMITH INC	\$7,641.50
9/19/22	6032764	SXNQELS L SUWECM KSULILMUMAL AKALMU	\$3,375.00
9/19/22	6032765	KATIE MCEWEN	\$27.50
9/19/22	6032766	LYNH DICKEN	\$47.50
9/19/22	6032767	KIMBERLY HAUGEN	\$1,040.51
9/19/22	6032768	KELLEY COULSON	\$184.72
9/19/22	6032769	SHAINA JOHNSON	\$281.25
9/19/22	6032770	KELSEY ANDERSON	\$7.50
9/20/22	6032771	AUTOMATED ENERGY INC	\$600.00

Payment Date	Payment Ref Nbr	Payee	Amount
9/20/22	6032772	MOTOR TRUCKS INTL & IDEALEASE INC	\$757.55
9/20/22	6032773	NORTH COAST ELECTRIC COMPANY	\$14,671.31
9/20/22	6032774	ROMAINE ELECTRIC CORP	\$791.06
9/20/22	6032775	STELLAR INDUSTRIAL SUPPLY INC	\$3,662.98
9/20/22	6032776	TOPSOILS NORTHWEST INC	\$388.14
9/20/22	6032777	GENERAL PACIFIC INC	\$530.36
9/20/22	6032778	GEOENGINEERS INC	\$2,861.50
9/20/22	6032779	LENZ ENTERPRISES INC	\$17,998.48
9/20/22	6032780	MORGAN SOUND	\$296.73
9/20/22	6032781	GARY PETERSEN	\$14,142.95
9/20/22	6032782	ROHLINGER ENTERPRISES INC	\$13,231.04
9/20/22	6032783	SEATTLE AUTOMOTIVE DISTRIBUTING INC	\$243.63
9/20/22	6032784	WEX BANK	\$96,669.19
9/20/22	6032785	GRAYBAR ELECTRIC CO INC	\$505.54
9/20/22	6032786	MALLORY SAFETY AND SUPPLY LLC	\$58,418.89
9/20/22	6032787	ACCELERATED INNOVATIONS LLC	\$7,500.00
9/20/22	6032788	ROLLUDA ARCHITECTS	\$42,322.77
9/20/22	6032789	SAN JUAN MARINE FREIGHT & SERVICES	\$4,845.00
9/20/22	6032790	CLEAN CRAWL INC	\$1,083.00
9/20/22	6032791	AA REMODELING LLC	\$1,900.00
9/20/22	6032792	WASHINGTON ENERGY SERVICES COMPANY	\$250.00
9/20/22	6032793	REFINED CONSULTING GROUP	\$2,650.00
9/20/22	6032794	TINA BYRLEY-NORRIS	\$17.50
9/20/22	6032795	STACEY MILLER	\$17.50
9/20/22	6032796	SHELLEY PATTISON	\$590.17
9/20/22	6032797	BENJAMIN SKREDSVIG	\$190.00
9/20/22	6032798	SUZANNE BUCHMANN	\$27.50
9/20/22	6032799	ANGELA FORBES	\$840.39
9/20/22	6032800	TESSA MORENO	\$27.50
9/20/22	6032801	ERIN ABER	\$57.50
9/20/22	6032802	MARK BABB	\$845.00
9/20/22	6032803	GENIE BROVOLD	\$27.50

Payment Date	Payment Ref Nbr	Payee	Amount
9/20/22	6032804	JESSICA TAKARA	\$27.50
9/20/22	6032805	GABRIEL MCFARLAND	\$27.50
9/20/22	6032806	AMANDA BENNETT	\$17.50
9/21/22	6032807	ALS GROUP USA CORP	\$145.00
9/21/22	6032808	EXPRESS IMAGING SYSTEMS LLC	\$348.43
9/21/22	6032809	IBEW LOCAL 77	\$76,396.00
9/21/22	6032810	MOTOR TRUCKS INTL & IDEALEASE INC	\$102.10
9/21/22	6032811	NORTH COAST ELECTRIC COMPANY	\$2,375.54
9/21/22	6032812	STELLAR INDUSTRIAL SUPPLY INC	\$449.33
9/21/22	6032813	TOPSOILS NORTHWEST INC	\$129.38
9/21/22	6032814	UNITED PARCEL SERVICE	\$371.14
9/21/22	6032815	VAN NESS FELDMAN LLP	\$3,795.00
9/21/22	6032816	DAVIS DOOR SERVICE INC	\$3,520.10
9/21/22	6032817	DESIGNER DECAL INC	\$1,007.23
9/21/22	6032818	DUNLAP INDUSTRIAL HARDWARE INC	\$672.37
9/21/22	6032819	ECOLIGHTS NORTHWEST LLC	\$150.36
9/21/22	6032820	EDGE ANALYTICAL INC	\$847.69
9/21/22	6032821	LENZ ENTERPRISES INC	\$803.86
9/21/22	6032822	MILLIMAN INC	\$983.61
9/21/22	6032823	LOUIS F MATHESON CONSTRUCTION INC	\$2,552.92
9/21/22	6032824	SENSUS USA INC	\$1,354.84
9/21/22	6032825	TRICO COMPANIES LLC	\$59,093.68
9/21/22	6032826	OFFICE OF THE SECRETARY OF STATE	\$2,532.50
9/21/22	6032827	ALTEC INDUSTRIES INC	\$4,161.59
9/21/22	6032828	ANIXTER INC	\$40,158.23
9/21/22	6032829	SEMAPHORE CORP	\$20,316.66
9/21/22	6032830	DRIVELINES NW INC	\$258.31
9/21/22	6032831	TRAFFIC CONTROL PLAN CO OF WA LLC	\$175.00
9/21/22	6032832	ANDREW JORDAN HARPER	\$229.50
9/21/22	6032833	EIP COMMUNICATIONS I LLC	\$5,295.18
9/21/22	6032834	DURRETT CHAMBERS GROUP INC	\$825.95

Payment Date	Payment Ref Nbr	Payee	Amount
9/21/22	6032836	AMERICAN WIRE GROUP LLC	\$603,540.00
9/21/22	6032837	AMERICAN CRAWLSPACE & PEST SERVICES	\$604.00
9/21/22	6032838	ENERGY EXTERIORS NW LLC	\$1,100.00
9/21/22	6032839	EMERALD CITY ENERGY INC	\$1,600.00
9/21/22	6032840	COHEN VENTURES INC	\$122,519.86
9/21/22	6032841	CM AIR PROS LLC	\$17,850.00
9/21/22	6032842	SCOTT SPAHR	\$630.00
9/21/22	6032843	DILIP KOSHY	\$1,554.00
9/21/22	6032844	DEVON YEAGER	\$466.54
9/21/22	6032845	LIBERTY MUTUAL GROUP INC	\$4,124.80
9/22/22	6032846	ASPLUNDH TREE EXPERT LLC	\$39,426.75
9/22/22	6032847	DAVEY TREE SURGERY COMPANY	\$281,995.15
9/22/22	6032848	DAVID EVANS & ASSOCIATES INC	\$16,957.68
9/22/22	6032849	ELECTRO SWITCH CORP	\$4,290.88
9/22/22	6032850	HOWARD INDUSTRIES INC	\$80,442.40
9/22/22	6032851	INTERGRAPH CORPORATION	\$25,435.00
9/22/22	6032852	MOTOR TRUCKS INTL & IDEALEASE INC	\$251.1
9/22/22	6032853	NORTH COAST ELECTRIC COMPANY	\$1,425.33
9/22/22	6032854	OSMOSE UTILITIES SERVICES INC	\$129,994.08
9/22/22	6032855	ROMAINE ELECTRIC CORP	\$297.79
9/22/22	6032856	RWC INTERNATIONAL LTD	\$3,134.50
9/22/22	6032857	TOPSOILS NORTHWEST INC	\$646.90
9/22/22	6032858	TOYOTA TSUSHO MATERIAL HANDLING AME	\$1,934.06
9/22/22	6032859	WEST COAST PAPER CO	\$2,652.77
9/22/22	6032860	BENS CLEANER SALES INC	\$1,614.16
9/22/22	6032861	CHAMPION BOLT & SUPPLY INC	\$599.83
9/22/22	6032862	COLEHOUR & COHEN INC	\$19,884.30
9/22/22	6032863	HOGLUNDS TOP SHOP INC	\$1,703.45
9/22/22	6032864	NORTHWEST HANDLING SYSTEMS INC	\$8,287.10
9/22/22	6032865	ROHLINGER ENTERPRISES INC	\$10,179.29
9/22/22	6032866	SEATTLE AUTOMOTIVE DISTRIBUTING INC	\$1,049.60

Payment Date	Payment Ref Nbr	Payee	Amount
9/22/22	6032868	STOEL RIVES LLP	\$23,354.00
9/22/22	6032869	GRAYBAR ELECTRIC CO INC	\$7,175.50
9/22/22	6032870	ALTEC INDUSTRIES INC	\$3,891.35
9/22/22	6032871	ANIXTER INC	\$2,912.35
9/22/22	6032872	THE GOODYEAR TIRE & RUBBER CO	\$8,633.47
9/22/22	6032873	BNSF RAILWAY COMPANY	\$1,704.32
9/22/22	6032874	ATWORK COMMERCIAL ENTERPRISES LLC	\$7,715.30
9/22/22	6032875	MARIAN DACCA PUBLIC AFFAIRS LLC	\$6,800.00
9/22/22	6032876	EMERALD CITY ENERGY INC	\$650.00
9/22/22	6032877	CRYSTAL RAINWATER	\$17.50
9/22/22	6032878	ROBERT PETERSON	\$44.38
9/22/22	6032879	SINH TRAN	\$196.90
9/22/22	6032880	ALLISON GRINCZEL	\$21.26
9/22/22	6032881	LISA WHEATLEY	\$55.00
9/22/22	6032882	MAURICE SANTOS	\$31.25
9/22/22	6032883	NICHELLE HALL	\$27.50
9/22/22	6032884	JENNY YIM-NORDQUIST	\$27.50
9/22/22	6032885	JOHN HAARLOW	\$744.71
9/22/22	6032886	MATTHEW NEHRING	\$37.50
9/22/22	6032887	MEGAN KUBAT	\$37.50
9/22/22	6032888	AMANDA BENNETT	\$1,456.05
9/23/22	6032889	CERIUM NETWORKS INC	\$373.66
9/23/22	6032890	HOWARD INDUSTRIES INC	\$21,131.57
9/23/22	6032891	KUBRA DATA TRANSFER LTD	\$35,293.81
9/23/22	6032892	MOSS ADAMS LLP	\$225.00
9/23/22	6032893	PUGET SOUND ENERGY INC	\$1,209.98
9/23/22	6032894	WESTERN FACILITIES SUPPLY INC	\$1,380.68
9/23/22	6032895	GENERAL PACIFIC INC	\$404.43
9/23/22	6032896	MALLORY SAFETY AND SUPPLY LLC	\$11,223.02
9/23/22	6032897	REXEL USA INC	\$507.89
9/23/22	6032898	NORTH COUNTY OUTLOOK INC	\$405.00

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
9/23/22	6032900	AA REMODELING LLC	\$2,250.00
9/23/22	6032901	NICHOLAS BELISLE	\$67.52
9/23/22	6032902	SARA KURTZ	\$504.74
9/23/22	6032903	MIKE BLACK	\$149.00
9/23/22	6032904	KEVIN LAVERING	\$629.62
9/23/22	6032905	KENN BACKHOLM	\$210.00
9/23/22	6032906	YULIYA SENNIKOV	\$171.25
9/23/22	6032907	LYNETTE ZWAR	\$3,720.00
9/23/22	6032908	MONICA SAMUELS	\$27.50
9/23/22	6032909	CINDY WITTMAN	\$21.25
9/23/22	6032910	APRIL MULDER	\$27.50
9/23/22	6032911	AMBER TOLAND	\$10.00
9/23/22	6032912	KRISTELLE HEZEL	\$37.50
		Tatali	* 4 000 000 50

Total:

\$4,066,889.53

Detailed Disbursement Report

Accounts Payable Wires				
Payment Date	Payment Ref Nbr	Payee	Amount	
9/14/22	7002625	VOID	\$0.00	
9/14/22	7002626	VOID	\$0.00	
9/14/22	7002627	VOID	\$0.00	
9/14/22	7002628	US BANK NA	\$2,014,862.00	
9/19/22	7002629	CRAWFORD & COMPANY	\$1,570.20	
9/20/22	7002630	PUBLIC UTILITY DIST NO 1 OF CHELAN	\$175,812.00	
9/20/22	7002631	THE ENERGY AUTHORITY INC	\$76,980.00	
9/20/22	7002632	PUGET SOUND ENERGY INC	\$394,729.00	
9/20/22	7002633	CITY OF SEATTLE	\$307,067.28	
9/20/22	7002634	TRANSALTA ENERGY MARKETING US INC	\$165,143.00	
9/20/22	7002635	US DEPARTMENT OF ENERGY	\$172,225.00	
9/20/22	7002636	HAMPTON LUMBER MILLS-WA INC	\$69,397.64	
9/20/22	7002637	US POSTAL SVC	\$70,000.00	
9/20/22	7002638	AVANGRID RENEWABLES HOLDINGS INC	\$1,496,207.70	
9/21/22	7002639	US DEPARTMENT OF ENERGY	\$17,687,104.00	
9/21/22	7002640	ICMA-RC	\$207,444.79	
9/21/22	7002641	LL&P WIND ENERGY INC	\$354,508.56	
9/21/22	7002642	PUBLIC UTILITY DIST NO 1 OF SNOHOMI	\$37,998.09	
9/21/22	7002643	ICMA-RC	\$547,850.82	
9/22/22	7002644	CITY OF TACOMA WASHINGTON	\$43,443.75	
9/22/22	7002645	CRAWFORD & COMPANY	\$4,918.00	
9/23/22	7002646	CALPINE CORP	\$42,282.00	
1			Total: \$23.869.543.83	

Total:

\$23,869,543.83

Detailed Disbursement Report

Payroll			
Period End Date	Payment Ref Nbr	Payee	Amount
9/20/22	530000690	PUD EMPLOYEES - DIRECT DEPOSIT	\$4,095,908.41
9/22/22	844744 - 844752	PUD EMPLOYEES - WARRANTS	\$18,027.87

utomatic Debit Payr	nents		
Payment Date	Payment Ref Nbr	Payee	Amount
9/19/2022	5300000688	WELLNESS BY WISHLIST INC	\$13,538.90
9/20/2022	5300000689	US POSTAL SVC	\$10,000.00
9/20/2022	5300000690	ADP INC	\$969,701.3 ⁻
9/20/2022	5300000691	WELLNESS BY WISHLIST INC	\$3,762.73
9/22/2022	5300000692	WELLNESS BY WISHLIST INC	\$17,247.2

Total: \$1,014,250.14



BUSINESS OF THE COMMISSION

Meeting Date: October 3, 2022		Α	genda Item:	<u>5A</u>
TITLE:				
Open the 2023 Proposed Budget Hear	ing			
SUBMITTED FOR: Public Hearing	5			
Finance Division Department Date of Previous Briefing: Estimated Expenditure:	<u>Scott Jone</u> Contact	s/Sarah Bond Prese	<u></u>	
ACTION REQUIRED:	Incidental (Information)	Monitoring 1	Report	
SUMMARY STATEMENT:				

Identify the relevant Board policies and impacts:

Governance Process, Board Job Description: GP-3(4) ... a non-delegable, statutorily assigned Board duty as defined under RCW 54.16.080 ... budget.

Staff will present an introduction to the Electric, Generation and Water system budgets on October 3, 2022. Additional presentations will be prepared for the Public Hearings on November 1, 2022, and November 15, 2022. Budget adoption is scheduled for the Board's consideration on December 6, 2022.

List Attachments:

2023 Proposed Budget Introduction Presentation 2023 Proposed Budget Book

2023 Budget Public Hearing

October 3, 2022

Presented by

Scott Jones, CFO

Sarah Bond, Budget and Financial Planning Manager



Purpose of Presentation

NOTICE OF PUBLIC HEARING ON PROPOSED 2023 BUDGET

To begin the first of three public budget hearings for the 2023 Proposed Budget.

This presentation is for information and discussion only. Board approval of the 2023 Budget will be requested December 6, 2022 NOTICE IS HEREBY GIVEN that the proposed preliminary budget of Public Utility District No. 1 of Snohomish County, Washington, for the calendar year 2023 has been filed with the Commission of said Public Utility District No. 1 at its office at 2320 California Street, Everett, Washington, and may be examined there by requesting a copy from the Clerk of the Board.

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

DATED this 16th day of August 2022.

To be Published:

September 20, 2022 September 27, 2022

Serving Our Communities



The 2023 Proposed Budgets ensure that we can continue to provide our communities with safe, reliable, and affordable power and water to more than 850,000 people and 25,000 businesses through 375,000 electric and 23,000 water meters in over 20 cities throughout Snohomish County



2023 Proposed Budgets At-a-Glance

Energizing Life In Our Communities	Electric System	Generation System	Water System
Operating Revenues	\$743M	\$26M	\$14M
Operating Expenditures	\$712M	\$16M	\$16M
Capital Expenditures	\$163M	\$6M	\$14M
Use of Bond Proceeds	\$58M	-	\$7M
Number of Employees	1,141	36	33

Development of the District's three budgets is a company wide, year-long effort which incorporates several longterm plans such as the **Integrated Resource Plan** (IRP), the Load Forecast and the Water System rate model

2023 Proposed Electric System Budget Highlights

The 2023 Proposed Electric System Budget includes a combination of **COST management**, **use of bond proceeds**, and a **small, general rate increase** to help address rising inflation, supply chain issues, aging infrastructure and other cost pressures

- Prioritized budget reductions from initial submissions
- \$58M use of bond proceeds to help fund capital projects
- A general rate increase of 2%, effective April 1, 2023, subject to public hearing and Board approval



Funding for Our Reliability

95 Substations which require engineering, maintenance and construction efforts

The 2023 Proposed Budget includes \$268M to fund Operating and Maintenance expenditures which ensure a reliable and safe system

658 Vehicles and Equipment requiring fuel, maintenance and replacements

96,706 Transformers which need to be regularly maintained or replaced

112,449 Wood and Metal Poles to inspect, maintain, and replace

6,309 Miles of Distribution and 327 Miles of Transmission Lines which need to be regularly maintained or replaced and require vegetation management

Funding for Our Environment

Efficient Lighting Choices!

LEDs offer big savings on lighting costs with more choices of brightness and colors!

Do You Want to Lower Your PUD bill? Find ENERGY SAVINGS in your home! > Click here to start!

HEAT PUMPS PROVIDE EFFICIENT COOLING TOO! Instant Rebates up to \$2500!

Look for the PUD logo & save!

Special LOW PRICES on energy-saving products at participating local retailers!

CLICK HERE! 🔰



The 2023 Proposed Budget includes \$12.3M for Energy **Efficiency incentive programs** designed to help customers use less energy and lower their power bills

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FOROUR

LOGO!

HOME ENERG

PROFILE

BONNEVILLE POWER ADMINISTRATION

Funding for Our Power

The 2023 Proposed Budget includes \$343M in Purchased Power and Generation expenditures to ensure that we have **power when we need it**

- Almost two-thirds of the Districts' power comes from the Bonneville Power Administration (BPA) at a cost of \$241M. BPA is not planning any wholesale rate increases in FY2024
- The District's Generation System, which consists of five Hydroelectric projects, is budgeted at \$27M in 2023
- Other renewable power contracts, including wind, landfill gas and biomass are budgeted at \$39M in 2023

Funding for Our Future

Distribution System Infrastructure



Major electric distribution infrastructure projects include construction of the Sky Valley 115kV Switching Station, the Stimson-Stanwood 115kV line rebuild, as well as continued investments in the wood pole and underground cable replacement programs. Total funding for all Distribution System Infrastructure projects is \$53M.

The 2023 Proposed Budget includes \$163M in Capital funding to help ensure that we are ready for future energy demands, new technologies, and customer growth

North County Office Construction



The 2023 Proposed Budget includes \$30M for construction of the replacement of the North County office, funded primarily through bond proceeds.

Connect Up Program



The District's Connect Up program is a customer-centric, multi-year infrastructure and technology project that is a critical step in positioning the **District to better serve** customers in the future. The project includes installation of new meters capable of two-way communication with the utility, a network to relay that communication and systems to secure, analyze and store that data. Funding in 2023 for the Connect Up project is \$19M, primarily through bond proceeds.

- The \$9.5M Operating and Maintenance budget for the Generation system provides funding to ensure reliable operation of our five hydroelectric plants
- Major capital improvement budget of \$6M funds projects such as replacement of end-of-life cone valves at the Jackson Hydroelectric project



2023 Proposed Generation System Budget Highlights

Power generated by the Generation System is purchased by the **Electric System to serve our customers. The 2023 Proposed Generation System Budget is primarily focused on** continuing long-term strategic planning for generation system and habitat stability and reliability

2023 Proposed Water System Budget Highlights

The 2023 Proposed Water System Budget includes long-term borrowing, and a small, general rate increase to help address rising inflation, supply chain issues, and City of Everett wholesale rate increases

- Includes \$7M of bond proceeds anticipated to help fund capital projects
- A general rate increase of 2%, effective
 January 1, 2023, subject to public hearing and Board approval
- The City of Everett has approved a 2% wholesale rate increase, effective January 1, 2023, and is considering an additional 15% increase to their commodity charge to help offset supply chain cost increases which would bring the overall wholesale rate increase effective January 1, 2023, to 8.7%
- \$14M in Capital funding including main extensions, the construction of a new 500,000-gallon reservoir in our Kayak system and Water AMI conversion

(\$000's)		Electric		Generation		Water
Operating Revenues						
Energy/Water Retail Sales	\$	649,664	\$	26,446	\$	13,246
Energy/Water Wholesale Sales		59,979		-		503
Other Operating Revenues		33,660		-		370
Total Operating Revenues	\$	743,304	\$	26,446	\$	14,119
Operating Expenses						
Purchased Power/Water	\$	342,716	\$	-	\$	3,680
Operations & Maintenance		267,551		9,559		8,129
Taxes		40,470		98		719
Depreciation (non-cash)		61,216		6,041		3,647
Total Operating Expenses	\$	711,953	\$	15,698	\$	16,175
Net Operating Income	\$	31,351	\$	10,748	\$	(2,056)
Non-Operating Income (Expense)						
Interest Income & Other	\$	12,298	\$	700	\$	102
Interest Charges		(18,177)		(4,162)		(995)
Contributions		32,559		50		5,394
Total Non-Operating Income (Expense	\$	26,680	\$	(3,412)	\$	4,501
Net Income	\$	58,030	\$	7,336	\$	2,447
Other Uses of Funds						
Capital Expenditures	\$	162,948	\$	5,845	\$	14,446
Debt Service Principal		12,054		7,532		958





2023 Proposed Budgets



2023 Budget Public Hearing Remaining Schedule

November 1, 2022 – Continue the 2023 Budget Hearing November 15, 2022 – Continue the 2023 Budget Hearing December 6, 2022 – Request approval of the 2023 Budget

2

13

CL200 240V 3W 60Hz FM2S 30TA Kh1 B026/30000 CONTAINS MODEL: IDTB005 FCC ID: SDBIDTB005 Snohomish County PUD

Energizing Life in Our Communities!



Stratus IQ





2023 PROPOSED BUDGET

BOARD OF COMMISSIONERS: SIDNEY LOGAN • TANYA OLSON • REBECCA WOLFE

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A LEGACY OF SERVICE

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

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

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

We are the second largest public utility in the Pacific Northwest and the 12th largest in the United States. That puts us in a unique position to be a leader in advocating for change that creates a better future for our region and the neighbors and friends we serve.



2023 PROPOSED BUDGET

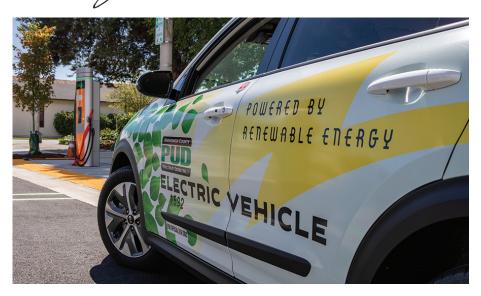
he 2023 Proposed Budget for Snohomish County PUD reflects a substantial effort of leaders, project leads, planners, and staff from across the organization. It is driven by our recently revisited strategic values and represents a prudent strategy of reliability, modernization, and infrastructure investment in the future, while continuing to balance the continuing inflation, supply chain and other challenges brought forward by the COVID-19



pandemic. With the 2023 Proposed Budget, the PUD continues to focus on its commitment to its customers, investing in the quality of its people, preparing for the needs of the future, and responsible cost and fiscal management.

Hunk

John Haarlow CEO/General Manager



2023 PROPOSED BUDGET KEY FEATURES

The 2023 Proposed Budget and expenditure plan provides funding to develop, maintain, and enhance the PUD's Electric, Generation, and Water systems and continue to provide excellent service and enhance reliability to our customers while pursuing cost-effective conservation.

The 2023 proposed operating budget for the Electric System is \$711.9 million, an increase of \$41.6 million from 2022. The expenditure plan also includes \$162.9 million in capital expenditures; the majority of those expenditures are for system reliability improvements and upgrades across the PUD's territory and investment in the Connect Up project, a multi-year project to modernize the PUD's meters and network infrastructure.

The 2023 proposed operating budget for the Generation System is \$15.6 million, comparable to 2022. The expenditure plan also includes \$5.8 million in capital expenditures for construction and improvements, primarily at the Jackson Hydroelectric Project. The Water System's 2023 proposed operating budget is approximately \$16.1 million, roughly \$1.4 million higher than the 2022 operating budget. The proposed expenditure plan for the Water System also includes \$14 million in capital improvements, the majority of which are for advanced water meter conversion and construction of a new 500,000-gallon reservoir in our Kayak system.

The following highlights some of the major components of the 2023 Electric System proposed operating budget and capital expenditures:

- ✓ Rate adjustments Consistent with PUD strategy to provide small, incremental rate increases, the 2023 Proposed Budget includes a 2% general rate adjustment in April 2023. This strategy, and the 2023 rate adjustment, is subject to public hearing and Board of Commissioners approval.
- ✓ Use of bonds proceeds The PUD issued a \$65 million bond issue in 2022 to help fund capital projects; the 2023 budget includes the use of \$14 million in addition to use of \$44 million of proceeds from the 2021 revenue bonds.

- ✓ Retail power consumption Retail loads, primarily from residential customers, are expected to increase approximately 2.7% in 2023 compared to the 2022 Budget.
- ✓ Full-Time Equivalent (FTE) employees The 2023 Proposed Budget reflects an increase in FTEs, necessary to maintain excellent customer service, response times and to support new projects and initiatives.
- ✓ New connections The estimate for the 2023 Proposed Budget new premise connections is 4,500, an increase from the 2022 Budget.
- ✓ Wholesale market power sales Sales are expected to increase \$14 million from 2022 levels, a reflection of higher expected market prices.
- ✓ System reliability investments The 2023 proposed capital plan includes several major projects aimed at increasing reliability for customers – these include miscellaneous line improvement projects, Stimson-Stanwood 115kV line rebuild and the Sky Valley 115 kV switching station as well as continuation of the wood pole and underground cable replacement programs.
- ✓ **Connect Up Program** Includes \$18.7 million for the beginning of a multiyear project to modernize the PUD's meters and network infrastructure.
- ✓ North County Community Office Includes \$30.3 million for construction of a new community office located in Arlington and related site work.
- ✓ Energy Services programs The PUD continues investment in energyefficiency and related programs with \$12.3 million in planned expenditures. These expenditures are reported as part of operating and maintenance costs.

CASH RESERVES

The PUD maintains reserve accounts categorized as follows:

- Operating Reserve, which represents a minimum of 120 days of non-power budgeted expenses in order to provide adequate working capital during unforeseen events such as natural disasters, pandemics, economic downturns, customer loss, and revenue interruption. The Operating Reserve currently exceeds minimum levels.
- **Contingency Reserve**, which hedges against risks associated with wholesale market exposure resulting from power supply portfolio imbalances created by such elements as weather, contract purchase/product variability, fuel prices, load variances or resource failure. This reserve also provides for self-insured retentions and insurance carrier deductibles. These reserve funds are expected to remain intact during 2023.
- **Project Reserve**, which represents funds expected to be used for capital and other projects. These funds are generally the proceeds of bond issues. The PUD will have bond construction funds available at the end of 2022 which will be used to help fund large capital projects.
- Benefit Reserves, which are being accrued over time to fund the actuarial cost of post-employment benefit obligations. The 2023 Proposed Budget provides \$2 million to be added to this reserve.
- Sinking Reserves, which are utilized to set aside funds on a monthly basis for annual debt service and privilege tax payments.
- Bond Debt Service Reserves, which are held pursuant to bond covenants for future debt payments.

LONG-TERM STRATEGY & STRATEGIC PLAN

Since it was created by a vote of the people in 1936, Snohomish PUD has been not-for-profit, community-owned, and locally governed. Nearly 90 years later, the PUD's mission remains the same: deliver safe, reliable, affordable, and environmentally sustainable electricity and water to our communities.

In 2021, PUD leadership began developing an updated and comprehensive longterm strategy and strategic plan to guide it in becoming its communities' utility of the future. The work builds on the strengths and achievements of prior strategic planning efforts and complements existing long-term plans including the PUD's Integrated Resource Plan. The 2023-2027 strategic plan is in development and the PUD expects to adopt it at the end of 2022.

OUR PURPOSE (what guides us)

We deliver essential utility services to help our communities thrive.

OUR COMMITMENT (the tenets that anchor us)

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

Be a POWERFUL PARTNER

Provide EXCEPTIONAL VALUE

Deliver EXCELLENT EXPERIENCES

Be the BEST version of TEAM PUD

OUR VALUES (how we behave)

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

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

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

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

STRATEGIC PRIORITIES

Our world is in a constant state of change. The communities and customers the PUD serves have diverse needs, both now and into the future.

To ensure the PUD successfully meets these changing needs, the PUD's executive leadership team and Commission have identified five long-term strategic priorities. To inform its long-term strategy, the PUD undertook a comprehensive scenario planning effort in late 2021. The insights from that work, which focused on what 2040 might look like in our communities and operating environment, informed executive leadership and commission discussions.

Together, the Executive Leadership Team and the Commission identified five strategic priorities.

Our strategic priorities are the basis of our 2023-2027 Strategic Plan. In the plan, each priority will be supported by specific objectives and goals, performance metrics, and key initiatives and activities.

The five strategic priorities are:

BOLSTER OPERATIONAL RELIABILITY AND RESILIENCY

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

EVOLVE AND ENHANCE CUSTOMER EXPERIENCES

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

ACTIVELY HELP OUR COMMUNITIES THRIVE

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

BUILD A SUSTAINABLE FUTURE WITH OUR COMMUNITIES

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

CREATE THE CULTURE AND CAPABILITIES NEEDED FOR THE FUTURE

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





he Electric System operates primarily to provide electrical service to 850,000 people and 25,000 businesses through 370,000 electric meters. The Electric System purchases the majority of the electrical energy it sells to customers from the Bonneville Power Administration (BPA). The Electric System consists of the PUD's transmission lines, substations, distribution lines, transformers, meters, and general plant. It also includes customer service, engineering and design, energy-efficiency services, and administrative functions that support the construction, operations and maintenance of the transmission and distribution system.



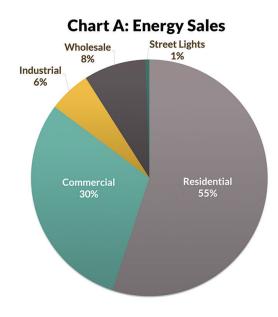
Schedule 1 shows the 2023 Proposed Budget compared to the 2022 Budget.

Schedule 1 ELECTRIC SYSTEM COMPARATIVE FINANCIAL DATA (\$000's)						
	2022 Budget	2023 Proposed Budget				
Operating Revenues						
Energy Retail Sales	\$624,652	\$649,664				
Energy Wholesale Sales	45,931	59,979				
Other Operating Revenues	36,622	33,660				
Total Operating Revenues	\$707,205	\$743,304				
Operating Expenses						
Purchased Power	\$325,237	\$342,716				
Operations & Maintenance	246,781	267,551				
Taxes	38,901	40,470				
Depreciation Expense	59,433	61,216				
Total Operating Expenses	\$670,351	\$711,953				
Net Operating Income	\$36,853	\$31,351				
Other Income & Expense	6,740	12,298				
Interest Charges	(17,608)	(18,177)				
Contributions	32,867	32,559				
Net Income	\$58,853	\$58,030				
Cash Adjustments to Net Income						
Capital Expenditures	\$(159,383)	\$(162,948)				
Debt Service Principal	(11,550)	12,054				
Depreciation	59,433	61,216				
Other/Cash Adjustments	7,440	7,702				
Estimated use of Reserves						
and Bond Proceeds	\$(45,205)	\$(23,946)				

Operating Revenues

Retail energy sales included in the 2023 Proposed Budget are sales within the PUD's service territory to residential, commercial and industrial customers and are projected to be \$25 million higher in the 2023 Proposed Budget due to expectations of higher customer consumption and proposed rate increase.

Sales to retail customers represent 91% of the Electric System's total energy sales revenue. Chart A highlights the major components of our energy sales.



Wholesale Energy Sales Revenues are \$59.9 million in the 2023 Proposed Budget, \$14 million higher than the 2022 Budget. This increase reflects the current higher forward price forecast.

Other Operating Revenues are \$33.6 million in the 2023 Proposed Budget, a \$2.9 million decrease from 2022 levels. These revenues include sales of the PUD's transmission capacity, BPA energy-efficiency program reimbursements, customer fees and other revenues.

Operating Expenditures

The 2023 Proposed Budget for operating expenditures is \$41.6 million higher than the 2022 Budget. Chart B highlights the major components of the 2023 operating expenditures.

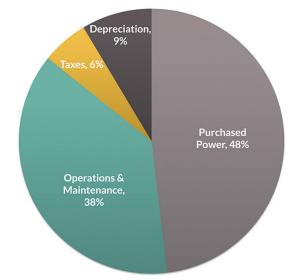


Chart B: Operating Expenditures

PURCHASED POWER

The 2023 proposed purchased power budget reflects a strategy for power supply that focuses on securing stable, reliable power at predictable prices while keeping risk within acceptable levels.

Purchased power costs of \$342.7 million are \$17.4 million higher than the 2022 Budget. This increase is primarily the result of higher projected short-term market purchase costs due to increases in projected purchase volume and prices. These costs are more than offset by increased wholesale power market sales.

Bonneville Power Administration (BPA) – The 2023 Proposed Budget reflects a long-term power purchase agreement effective October 1, 2012, through September 30, 2028, for the purchase of up to 811 aMW through the Block and Slice products. The BPA power contract represents 83% of the PUD's 2023 forecast power purchases.

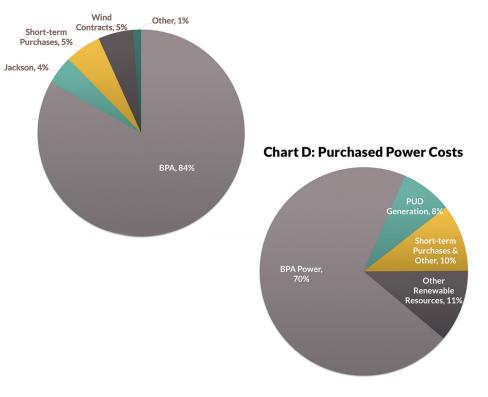
- Block Product 38% of the PUD's energy contract with BPA comes from the Block product. The Block product provides the PUD with power in flat monthly amounts that total 3.2 million MWh over calendar year 2023. The amount of energy the PUD receives each month is based on the PUD's historical monthly load shape. In 2023, the total annual cost of the Block product is forecasted at \$111.4 million.
- Slice Product 46% of the PUD's energy contract with BPA comes from the Slice product. The Slice product is delivered in variable amounts that reflect the actual output of the Federal Base Power System, which can vary from year to year based on regional hydro conditions. The 2023 Proposed Budget estimates receiving 3.9 million MWh from BPA's Slice product at a cost of \$130.3 million.
- Jackson Hydroelectric Project The Electric System is expected to purchase 388,627 MWh of power from the Jackson Hydroelectric Project, a component of the PUD's Generation System, at a cost of \$13.7 million in the 2023 Proposed Budget. This represents 4% of the Electric System's anticipated 2023 power resources.
- Small Hydroelectric Projects The Generation System owns four small hydroelectric projects: the Woods Creek Project and the Youngs Creek Project in Snohomish County and the Calligan Creek Project and the Hancock Creek Project in King County. The 2023 proposed Generation System budget includes \$5.8 million in purchased power expenditures related to these projects.
- Short-term Market Purchases The 2023 Proposed Budget includes 490,560 MWh, estimated to cost \$29.3 million, for short-term market purchases anticipated to satisfy the PUD's retail loads in excess of its firm resources to manage short-term load and resource variations. These costs are offset by wholesale power market sales.
- Renewable Energy Credits (RECs) In the 2023 Proposed Budget, the PUD anticipates it may need to purchase small quantities of RECs to supplement the PUD's existing renewables portfolio and most cost-effectively meet the target increase of 15% renewables in 2023. The 2023 Proposed Budget includes \$367,200 for forecasted REC purchases.
- Renewable Power Purchases In addition to the PUD's owned resources, the utility has acquired eligible renewable resources through long-term power

supply contracts. These include the White Creek Wind Agreement, the Wheat Field Wind Agreement, the Hay Canyon Wind Agreements, the Packwood Agreement, the Small Renewable Generation Agreement, and the Hampton Lumber Mill – Darrington, WA Agreement. The 2023 Proposed Budget forecasts a total of 512,969 MWh from these contracts at a forecast total cost of \$38.5 million.

Climate Commitment Act (CCA) – The 2023 Proposed Budget includes \$1 million in forecasted costs associated with the PUD's compliance with the Climate Commitment Act (Washington cap-and-invest program) starting in 2023.

Chart C illustrates the PUD's purchased power included in the 2023 Proposed Budget in terms of MWh purchased, while Chart D indicates the relative cost of the different power resources. Market purchases made for load/resource balancing are included.

Chart C: Net Supply (MWh)



OPERATING AND MAINTENANCE (O&M) EXPENDITURES

Operating and maintenance expenditures in the 2023 Proposed Budget are \$267.5 million, \$20.7 million higher than the 2022 Budget, and account for 38% of total PUD operating expenditures. O&M expenditures include energy-efficiency programs and transmission and ancillary services. Exhibit 3 (page 13) provides detail for O&M expenditures by division, and Exhibit 4 (page 14) provides detail for O&M expenditures by cost element.

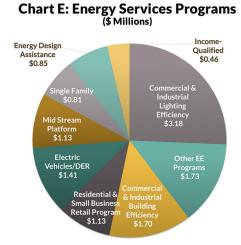
O&M expenditures include the following areas:

- operating and maintaining the Electric System to provide reliable service to our customers. This effort includes the regular maintenance of lines and stations, response to customer outages, and tree trimming efforts;
- providing effective customer service through the call center, local offices, account control and front-line operations, as well as executive account attention and effective communications;
- maintaining an effective program that ensures the safety of employees in the performance of their duties;
- providing the internal support needed to serve our customers effectively in areas such as human resources and safety, finance and accounting, material procurement and management, and information technology;
- providing maintenance and upkeep of our facilities, vehicles, and equipment;
- ensuring compliance with environmental and other government regulations;
- supporting the policy-making, regulatory and management oversight functions; and maintaining an effective energy-efficiency program.

Operating and maintenance expenditures also include transmission and ancillary services forecasted at \$62.5 million, which is \$252K lower than 2022 Budget levels due to anticipated BPA rate changes.

ENERGY SERVICES PROGRAMS

PUD programs are designed so that all customers (residential, commercial, and industrial) have an opportunity to become more energy efficient and have access to the newest energy technologies. The 2023 Proposed Budget includes continued enhancements to the energy services program portfolio designed to improve customer experience, meet the PUD's growing capacity needs, and offer choices that deliver maximum investment value.



The PUD has allocated an overall Energy Services proposed budget of \$20.5 million, which includes \$12.3 million in energy-efficiency program incentives and rebates. Revenue sources related to energy-efficiency through BPA Energy Efficiency Incentives (EEI) and conservation loan repayments will recover approximately \$7 million.

The PUD continues to acquire all cost-effective and achievable energy-efficiency resources in adherence with state legislation. The energy conservation targets established for the 2022-2023 biennium are consistent with Washington State Energy Independence Act requirements and satisfy the PUD's compliance obligations. Beyond compliance alone, the PUD uses data driven insights to refine and offer a suite of programs to meet the variety of needs of customers in our service territory.

Energy-efficiency programs for the 2023 Proposed Budget include the following items:

- Retail discounts on electric hybrid water heaters, smart thermostats, and other high-efficiency appliances and electronics. Additionally leveraging midstream programs to ensure efficiency incentives reach all applicable PUD customers and continue to transform the market technology;
- Weatherization for income-qualified residential customers, provided in partnership with local agencies, as well as an energy-savings kits for all income-qualified assistance program participants;
- Incentives for residential insulation, high-efficiency windows, efficient heat pumps (air source, ground source, and ductless);

- Rebates for energy-efficient commercial lighting, networked or advanced lighting controls, kitchen equipment, HVAC, and other end-uses;
- Builder incentives for efficiency upgrades that exceed the levels set by building code in residential new construction, single family, multifamily, and manufactured homes;
- Strategic energy management and coaching relationships with large commercial and industrial customers to identify process, behavioral, and capital energy savings projects;
- Custom incentives to businesses for installing a wide variety of energy-efficient technologies at commercial and industrial customer sites;
- Energy design assistance for commercial and multi-family new construction projects, including enhanced rebates for demand-response-ready buildings, income-qualified occupancy, electric-vehicle supply equipment, or electric-only design; and
- Expanding our reach with small and medium businesses by leveraging regional partnerships to provide enhanced value and opportunity.

The 2023 Proposed Budget also includes resources for the following items:

- Advancing innovative program development and design;
- Leveraging data to inform more sophisticated strategic planning and target market segments for energy-efficiency resource acquisition;
- Supporting a shift toward capacity benefits as a program outcome in addition to traditional deliverables;
- Delivering an expanded electric vehicle program that provides for research, rebates, and incentives to customers in all segments, including fleet electrification;
- Working across departments to deliver several Distributed Energy Resources (DER) pilots to learn more about capacity and rate benefits;
- Partnering with outside agencies to co-fund projects by applying for, and managing strategic grants for new technology and opportunities;
- Enhancing outreach and education to couple energy efficiency with the PUD's income-qualified customer assistance programs;
- Trade ally network training and development, supporting new jobs in the community and providing incentives for the administration of our programs directly to those implementing;
- Measurement, evaluation, and continual improvement of program performance;

- Providing information and promotion of programs via traditional channels, at events and home shows, and directly in customers' homes;
- Market research at the local level as well as leveraging regional research efforts; and
- Technology demonstration and evaluation projects conducted in Snohomish County with support from EPRI, BPA, NEEA, and local community partners.

TAXES AND DEPRECIATION

Budgeted taxes of \$40.4 million are \$1.5 million higher than 2022 reflecting higher retail sales. Taxes include a 3.873% state excise tax and a 2.14% county privilege tax.

Estimated deprecation expenditures of \$61.2 million are \$1.7 million higher than 2022. Depreciation is an estimate of the reduced value of the PUD's fixed assets and are part of operating expenditures in the 2023 Proposed Budget.

CAPITAL EXPENDITURES

The 2023 Proposed Budget includes costs related to expansion, upgrades and maintenance of the Electric System infrastructure, including funding for depreciated cable replacement, distribution system line improvements, and state-requested relocation work. In addition, capital expenditures include the costs for the Connect Up Program, telecommunications infrastructure, information systems applications and hardware, work on existing facilities, development of new facilities, and purchases of vehicles and equipment.

The major capital projects included in the 2023 proposed expenditure plan are presented in the table below and Exhibit 5 on page 15 highlights the capital projects by major category in the 2023 Proposed Budget.

\rightarrow Capital Asset Programs

The existing electric system facilities must be routinely refurbished and/or replaced to provide a reliable, cost-effective and safe system. This program provides for facility relocations, replacement of malfunctioning or deteriorated plant and improving operational efficiency. Each of the programs included in this category consists of specific improvement projects that are continuous and ongoing over a number of years. The 2023 proposed expenditure plan is \$30.7 million for this program.

→ Customer and Reimbursable Work

The Customer and Reimbursable work portion of the capital expenditure plan funds the PUD's response to customer requests for new electrical service, upgrades to existing services and other services including street and area lighting, as well as new equipment such as transformers and meters. The 2023 Proposed Budget includes \$33.4 million in funding for this program, the majority of which is reimbursable.

→ New Facilities and Upgrades

The Facilities Department expenditure plan for capital expenditures is related to design, construction, upgrade and replacement of PUD facilities. The 2023 proposed expenditure plan includes \$32.6 million, which includes \$30.3 million related to design and initial construction work for the new North County community office, warehouse, and ancillary spaces.

→ Major Capital Expansion Projects

The steady growth and changing load patterns of residential, industrial and commercial customers continue to require new facilities and property as well as increase peak load demands. The purpose of this program is to provide increased electric system capacity by constructing new facilities and large specific system expansions, such as new substations and new lines. These projects generally extend over a number of years. The 2023 proposed expenditure plan for this program is \$10.6 million.

→ Vehicles and Equipment

The replacement of aged vehicles and equipment reaching the end of their useful lives is necessary to ensure safe operation, reliable service and optimal efficiency. Vehicle and equipment replacements are planned by Transportation Services with the intent to remove them from service before extensive maintenance costs and downtime are realized. New technology is continually being investigated to reduce environmental impact and improve workforce efficiency. The 2023 proposed expenditure plan includes \$8.9 million for new and replacement vehicles and equipment.

→ Major Capital Upgrade Projects

A reliable, cost-effective and safe electric system network requires that facilities be upgraded to provide anticipated levels of service. The upgrades to the existing facilities are prompted by localized load growth, land-use changes and infrastructure expansions. This category consists of large specific system upgrades, such as substation upgrades or line reconductoring. The expenditure plan for this program in the 2023 Proposed Budget is \$9.3 million.

\rightarrow Other Capital Outlay

This program funds anticipated but as yet unidentified work, such as emergency line expansions and replacements and substation improvements. This category consists of small system improvements that experience indicates are necessary each year. This program's expenditure plan for the 2023 Proposed Budget is \$1.4 million.

\rightarrow Information Technology Upgrades

The Information Technology Services capital expenditure plan supports the technology infrastructure (such as servers, network, applications, and telecommunications) that provides the basic framework for the PUD's computer and communications systems. The 2023 proposed expenditure plan includes \$1 million in funding for new software and business capabilities, replacement of aging infrastructure and equipment, system software application improvements and telecommunications.

\rightarrow Other Capital Expenditures

Other categories of capital expenditures include funding to modernize our telecommunications system, emergency work and construction, and other smaller projects.

Significant 2023 Electric System Capital Projects/Programs (\$000's)	
North County Community Office	\$30,393
Connect Up	18,733
Cable Replacement Program	6,203
Wood Pole Program	5,875
Miscellaneous Line Improvements	4,781
Sky Valley 115KV Switching Station	4,241
Stimson-Stanwood 115KV Line Rebuild	3,549
Hat Island Cable Replacement	3,211

Electric System Operating Revenues

2021 /		Results		2022 Bi	udget	2023 Proposed Budget		
Operating Revenues	MWh		Amount	MWh	Amount	MWh	Amount	
Residential	3,474,466	\$	354,773,228	3,652,711	\$ 388,377,451	3,741,731	\$ 388,577,078	
Commercial	2,305,771		204,990,867	2,253,673	204,297,384	2,351,408	216,783,845	
Industrial	438,510		30,690,561	428,478	30,268,668	415,695	40,549,944	
Street Lights	27,000		3,613,565	27,000	3,708,693	27,000	3,752,989	
Total Retail Energy Sales	6,245,747		594,068,222	6,361,863	626,652,196	6,535,834	649,663,856	
Total Wholesale Energy Sales	1,787,636	\$	37,394,025	1,764,853	\$ 45,930,923	1,852,323	\$ 59,979,406	
Total Energy Sales	8,033,383	\$	631,462,247	8,126,716	\$672,583,119	8,388,158	\$709,643,262	
Other Operating Revenues								
Transmission Sales		\$	9,274,000		\$ 10,012,000		\$ 10,012,000	
Miscellaneous Operating Expense Reimbursements	5		1,649,441		1,682,430		1,716,079	
Surplus REC and Emission Sales			1,600,000		200,000		200,000	
BPA ECA Reimbursement			5,800,000		7,000,000		7,000,000	
Residential Exchange Credit			2,402,496		7,664,000		7,697,000	
Miscellaneous Service Charge Revenue			6,442,592		6,417,837		3,324,160	
Rents from Electric Property			3,580,095		3,645,238		3,711,238	
Total Other Operating Revenues			30,748,625		\$ 36,621,505		\$ 33,660,477	
Total Operating Revenues		\$	662,210,871		\$709,204,624		\$743,303,739	

Electric System Purchased Power

	Total 2021 MWh's	2021 Results	Total 2022 MWh's	2022 Budget	Total 2023 MWh's	2023 Proposed Budget
BPA Block	2,989,906	\$ 104,692,361	3,087,577 \$	105,310,976	3,269,075 \$	111,483,137
BPA Slice/Slice True-up	4,101,440	130,265,987	3,881,587	130,369,632	3,959,596	130,369,632
Total BPA Power Costs	7,091,346	\$ 234,958,348	6,969,164 \$	235,680,608	7,228,671 \$	241,852,770
Jackson Hydro	374,240	7,773,378	372,989	13,518,487	388,627	13,738,466
Generation System - Other Debt Service	-	7,284,389	-	7,228,409	-	6,373,267
Youngs Creek Hydro	17,169	2,323,208	17,114	2,046,910	17,114	1,738,382
Woods Creek Hydro	1,278	903,530	1,273	284,724	1,273	341,391
Hancock Creek Hyrdo	27,382	2,408,170	27,308	1,987,189	27,308	1,991,718
Calligan Creek Hydro	24,658	2,178,158	24,598	1,970,917	24,598	1,754,015
Biofuel	_	854,654	-	302,800		508,600
Total Generation System	444,727	\$ 23,725,487	443,282 \$	27,339,435	458,920 \$	26,445,838
Packwood	17,094	716,217	17,045	690,208	17,045	677,927
Qualco	2,662	168,249	5,033	333,444	5,033	-
Hampton Lumber Mills	17,587	1,030,468	17,587	821,626	18,767	933,312
Wind Power Contracts	466,643	38,640,527	472,124	36,729,147	472,124	36,893,947
Total Other Renewable Power Sources	503,986	\$ 40,555,461	511,789 \$	38,574,424	512,969 \$	38,505,186
Market/Short Term Purchases	416,377	30,818,700	498,940	18,958,697	490,560	29,395,309
Small Power Producer	239	20,902	238	11,789	238	11,789
Other Non-Power Services	-	419,676	-	433,384	-	391,119
Renewable Energy Credits (REC) Purchases	-	-	-	270,000	-	367,200
Power Resource Management	-	3,920,285	-	3,968,228	-	4,747,081
Climate Commitment Act (CCA)	-	-	-	-		1,000,000
Total Purchased Power	8,456,675	\$ 334,418,859	8,423,413 \$	325,236,566	8,691,358	342,716,292

Electric System Operating Maintenance Expenses - By Division

	2021		2022		2023 Proposed	
Operating & Maintenance - by Division	Results		Budget		Budget	
Distribution & Engineering Services	\$	83,244,179	\$	76,017,242	\$	77,950,804
Transmission and Ancillary Services		60,353,238		62,719,501		62,514,764
Customer and Energy Services		32,125,508		34,765,122		37,399,314
Information Technology Services		31,144,413		30,134,670		38,671,643
Finance		20,123,031		22,604,636		25,849,297
Facilities, Security and Safety		10,995,343		12,784,539		14,397,800
Human Resources		10,112,502		11,257,198		13,231,909
Administration		2,560,263		3,343,821		3,557,311
Corporate Communications		6,204,939		6,725,935		7,433,881
Legal Services		4,834,184		5,492,751		6,167,715
Power, Rates & Transmission Management		1,571,782		1,475,992		2,064,249
Other Costs/Credits		(48,010,565)		(20,540,717)		(21,687,796)
Total Operating & Maintenance Expenses by Division	\$	215,258,817	\$	246,780,691	\$	267,550,891

Snohomish County PUD | 2023 PROPOSED BUDGET

Electric System Operating Maintenance - By Cost Element

Operating & Maintenance by Cost Element	2021 Results		2022 Budget		2023 Proposed Budget	
Labor	\$	85,559,278	\$	78,909,093	\$	86,640,476
Transmission and Ancillary Services		57,805,123		60,958,142		62,514,764
Contracts and Services		44,923,588		52,319,699		58,826,768
Overheads		35,481,198		25,567,628		29,790,884
Materials, Equip and Supplies		9,773,082		7,313,996		9,377,873
Employee and Retiree Benefits		(37,686,310)		5,746,686		5,800,000
Bad Debt Expense		10,346,043		5,402,739		2,399,209
Insurance and Claims		3,200,271		3,106,594		3,572,445
Other Miscellaneous Expense		3,052,961		2,960,871		3,432,927
Rents and Utilities		2,095,038		2,262,235		2,878,147
Travel and Training		542,714		2,055,158		2,139,824
Land, Property and Easements		165,832		177,850		177,573
Total Operating & Maintenance by Cost Element	\$	215,258,818	\$	246,780,691	\$	267,550,890

Electric System Capital Expenditures

Capital Projects by Major Category	2021 Results		2022 Budget		2023 Proposed Budget	
Asset Programs	\$	38,927,886	\$	28,179,745	\$	30,762,061
Customer & Reimbursable Work		27,575,340		32,043,451		33,470,194
New Facilites and Upgrades		13,846,271		17,294,810		32,685,557
Expansion Projects		9,246,362		17,199,647		10,635,281
Vehicles and Equipmment		-		9,855,608		8,952,261
Connect Up Programs		5,815,101		34,508,039		18,732,545
Other Distribution Capital		1,854,742		4,650,078		8,941,007
Emergency Work and Construction		7,228,939		5,000,000		5,000,000
Upgrade Projects		2,899,649		6,744,729		9,346,848
Outlay Programs		122,612		1,123,962		1,444,108
Information Technlogy Upgrades		1,475,825		1,387,318		1,048,318
Renewable/Microgrid Development		1,426,369		1,395,550		1,929,775
Total Capital Programs	\$	110,419,096	\$	159,382,938	\$	162,947,954





he Generation System is financed and accounted for as a system separate from the Electric System.

The Generation System consists of the Jackson Hydroelectric Project (an operating generating facility with a nameplate capacity of 111.8 MW located on the Sultan River), the Youngs Creek Hydroelectric Project (a 7.5 MW project located near Sultan) the Woods Creek Hydroelectric Project (a 650 KW project also located near Sultan), and the Hancock Creek and Calligan Creek Projects (both 6 MW projects located in King County).

The Electric System has covenanted to purchase all power and energy available from the Generation System, and the net cash expenditures of the Generation System are treated as a component of the Electric System's Purchased Power. The Generation System is charged for administrative functions provided by the Electric System that support its operations.



Schedule 2 is a summary comparing the 2023 Proposed Budget for the Generation System with the 2022 Budget.

Schedule 2 GENERATION S COMPARATIVE FINA (\$000's)	YSTEM NCIAL DATA	
	2022 Budget	2023 Proposed Budget
Operating Revenues Energy Sales Other Operating Revenues	\$27,131	\$26,446 _
Total Operating Revenues	\$27,131	\$26,446
Operating Expenses	¢10.044	#0.550
Operating & Maintenance Expenses Taxes	\$10,044 98	\$9,559 98
Depreciation	6,067	6,041
Total Operating Expenses	\$16,208	\$15,698
Net Operating Income	\$10,923	\$10,748
Other Income & Expense	\$709	\$700
Interest Charges	(4,497)	(4,162)
Contributions	50	50
Net Income	\$7,185	\$7,336
Cash Adjustments to Net Income		
Capital Expenditures	\$(4,784)	\$(5,845)
Debt Service Principal	(8,467)	(7,532)
Depreciation	6,067	6,041
Estimated Changes in Reserves	\$0	\$0

Operating Revenues

The majority of the Generation System's costs, and the MWh generated, are passed on to the Electric System via energy sales (recorded as a purchased power by the Electric System). Energy Sales are almost identical to the 2022 Budget.

Operating Expenditures

Operating and maintenance expenditures in the 2023 Proposed Budget are at similar levels to 2022.

Estimated depreciation expenditures of \$6 million reflect the current depreciation schedules on assets for 2023. Depreciation is an estimate of the reduced value of the Generation System's fixed assets.

Cash Adjustments to Net Income

Capital expenditures in the 2023 Proposed Budget are \$5.8 million, \$1 million higher than the 2022 Budget. Capital expenditures include \$5.2 million related to capital maintenance for the Jackson Hydroelectric Project.

Debt service principal is lower in the 2023 Proposed Budget compared to 2022, reflecting current debt service payment schedules. There are no planned reserve transfers in the 2023 Proposed Budget.

Chart F illustrates the relative percentages of Generation System costs transferred to the Electric System as a component of purchased power.

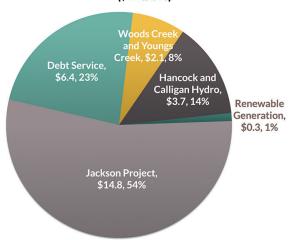


Chart F: Generation System Energy Sales (\$ Millions)

Generation System Net Energy Sales	2021 Results	 2022 Budget	Pro	2023 posed Budget
Jackson Hydro	\$ 7,773,378	\$ 13,518,487	\$	13,738,466
Generation System - Other	7,284,389	7,228,409		6,373,267
Youngs Creek Hydro	2,323,208	2,046,910		1,738,382
Woods Creek Hydro	903,530	284,724		341,391
Hancock Creek Hydro	2,408,170	1,987,189		1,991,718
Calligan Creek Hydro	2,178,158	1,970,917		1,754,015
Biofuel	 854,654	 302,800		508,600
Total Generation System Net Energy Sales	\$ 23,725,487	\$ 27,339,435	\$	26,445,838

Generation System O&M by Cost Element		2021 Results	2022 Budget		2023 Proposed Budget	
Labor	\$	2,137,556	\$	3,252,462	\$	3,228,463
Contracts and Services		1,279,484		2,244,794		2,360,276
Overheads		1,954,169		1,907,672		1,925,336
Materials, Equip and Supplies		439,451		1,588,965		833,723
Insurance and Claims		584,038		563,717		674,048
Other Miscellaneous Expense		57,625		50,474		49,490
Rents and Utilities		213,819		391,845		370,110
Travel and Training		14,512		32,316		106,196
Land, Property and Easements	_	16,938		7,750		11,750
Total Generation System O&M by Cost Element	\$	6,697,592	\$	10,039,995	\$	9,559,393

Generation System Capital Expenditures	2021 Results		2022 Budget		2023 Proposed Budget	
Jackson Hydro	\$	2,242,121	\$	4,072,412	\$	5,208,758
Youngs Creek Hydro		205,627		222,200		51,360
Woods Creek Hydro		788,518		186,904		274,880
Hancock Creek Hydro		40,772		-		-
Calligan Creek Hydro		23,787		-		-
Biofuel		737,076		302,800		309,600
Total Generation System Capital Expenditures	\$	4,037,901	\$	4,784,316	\$	5,844,598



he Water System is financed and accounted for separate from the Electric and Generation Systems. It operates primarily to provide water service to approximately 23,000 customers in central Snohomish County. The Water System purchases the majority of the water it sells to customers from the City of Everett. The assets of the system include transmission mains, pump stations, distribution mains and services, supply wells, reservoirs, treatment facilities, meters, maintenance facilities, and equipment. The Water System is charged for administrative functions provided by the Electric System.

ASSUMPTIONS

The 2023 Proposed Budget is based on the following assumptions:

Water Purchases

The majority of the water sold by the PUD is purchased from the City of Everett. The City of Everett has adopted a 2% increase in wholesale rates in 2023, which is reflected in the budget for purchased water costs. The proposed, but not yet approved, 15% increase in the wholesale commodity rate charge is not reflected in the budget for the purchase water costs.

General Rate Increase

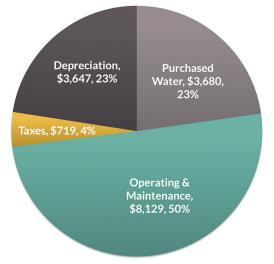
The 2023 Proposed Budget includes a 2% general rate increase, effective January 2023, to help address rising inflation, City of Everett rate increase and other cost pressures. This increase is subject to public hearing and Board approval.

Full-time Equivalent Employees (FTE)

The 2023 Proposed Budget remains consistent to 2022. (Employee figures do not include services provided by the Electric System including accounting and finance, real estate, employee resources, vehicle and equipment maintenance, information technology services, telecommunications, legal, contracts, facilities, and customer service functions.)



Chart G: Water System Expenditures





Schedule 3 is a summary comparing the 2023 Proposed Budget for the Water System with the 2022 Budget.

Schedul WATER SY COMPARATIVE FIN (\$000)	STEM ANCIAL DATA	
	2022 Budget	2023 Proposed Budget
Operating Revenues Water Retail Sales	\$13,135	\$13,246
Water Wholesale Sales	496	φ1 <i>9,2</i> 10 503
Other Operating Revenues	379	370
Total Operating Revenues	\$14,010	\$14,119
Operating Expenses		
Purchased Water	\$3,352	\$3,680
Operating & Maintenance	7,327	8,129
Taxes	712	719
Depreciation	3,334	3,647
Total Operating Expenses	\$14,725	\$16,175
Net Operating Income	\$(715)	\$(2,056)
Other Income & Expense	91	102
Interest Charges	(366)	(995)
Contributions	5,149	5,394
Net Income	\$4,160	\$2,446
Cash Adjustments to Net Income		
Capital Expenditures	\$(13,420)	\$(14,446)
Debt Service Principal	(1,828)	(958)
Depreciation	3,334	3,647
Loans and Other	3,567	
Estimated Changes in Reserves	\$(4,187)	\$(9,311)

Operating Revenues

Water retail sales are estimated at \$13.2 million. Other operating revenues include \$370,000 in property rental and other miscellaneous fees. The 2023 Proposed Budget includes a potential 2% rate increase, needed to help offset the wholesale water increase from the City of Everett and other cost pressures.

Operating Expenditures

Purchased water costs are budgeted at \$3.6 million, an increase of \$328,000 from 2022 levels. Water purchases needed from the City of Everett include the impact of a projected 2% wholesale water rate increase, and planned shutdown of the Lake Stevens well. Water purchases are offset partially by production from the PUD's Lake Stevens well water treatment facility. Chart G reflects the relative amount of the expenditure categories in the Water System.

Operating and maintenance expenditures for the 2023 Proposed Budget are higher than 2022 budgeted levels primarily due to increased costs of shared services and other inflationary increases

Estimated depreciation of \$3.6 million is roughly equivalent to 2022. Depreciation is an estimate of the reduced value of the PUD's fixed assets.

Cash Adjustments to Net Income

The 2023 Proposed Budget provides approximately \$14.4 million for capital expenditures as well as construction projects and features several significant water main replacements as well as funding a new 500,000-gallon reservoir in our Kayak system. The table below lists the significant capital expenditures included in the 2023 Proposed Budget.

Significant 2023 Water System Construction Projects/Programs (\$000's)

(+	
Advanced Water Meter Conversion	\$3,108
Kayak Reservoir 2 (0.5 MG)	2,106
Warm Beach Water Treatment Plant Improvements	1,531
44th Street NE Main Extension	965
123rd Ave SE Main Replacement	801
139th Ave NE Main Extension	778

Operating and Otr	ier ke	venue			
Operating Revenues		2021	2022		2023
Water Retail Sales		Results	Budget	Pro	posed Budget
Sale of Water - Retail SF & MF (includes Surcharge)	\$	12,996,243	\$ 12,472,665	\$	12,582,981
Low Income / Senior Discounts		-	(120,200)		(123,806)
Sale of Water - Commercial		873,912	 782,210		786,328
Total Water Retail Sales		13,870,155	13,134,675		13,245,502
Sale of Water - City of Granite Falls Wholesale		376,934	275,374		279,532
Sale of Water - City of Arlington Wholesale		243,359	99,850		101,358
Sale of Water - Other (Snohomish & Goldbar)		110,687	 120,686		122,509
Total Wholesale Water Sales		730,980	 495,910		503,398
Total Water Sales		14,601,135	 13,630,585		13,748,901
Other Operating Revenues					
Lake Roesiger Septic Tank Pumping Revenue		14,319	14,640		14,789
Property Rental		227,762	246,366		235,200
Miscellaneous Receipts & Engineering Fees/Other		120,033	118,168		119,952
Total Other Revenues		362,113	 379,174		369,942
Total Operating Revenues		14,963,248	 14,009,760		14,118,842
Other Revenue					
Misc. Non Operating Income		-	\$ 3,567,037		-
Investment Income		34,330	46,775		58,188
Assessments for LUDS Interest		18,786	 44,000		44,000
Subtotal - Interest Income and Other	\$	53,117	\$ 3,657,812	\$	102,188
Contributions					
General Facilities Charges	\$	2,834,213	\$ 2,092,855	\$	2,124,457
New Service Connections		300,309	367,014		372,556
Distribution Service Charges		290,241	489,439		496,829
Non-Cash Contributions/Donated Plant		2,713,421	 2,200,000		2,400,000
Subtotal - Contributions	\$	6,138,184	\$ 5,149,308	\$	5,393,843

Water System Operating and Other Revenue

2023 Proposed Budget

Water System Operating Expenses

Operating Expenses

	2021	2022	2023
Operating & Maintenance	Results	Budget	Proposed Budget
Labor - Straight-time	\$ 2,658,671 \$	3,387,441	\$ 3,825,630
Labor - Overtime	150,990	120,000	143,130
Employee Benefits	(1,165,763)	-	-
Travel and Education	6,016	22,400	19,400
Property and Liability Insurance	153,269	211,559	155,389
Rents and Utilities	345,200	366,578	374,500
Postage	27,890	30,000	30,000
Dues, Memberships & Subscriptions	7,973	8,850	11,400
Public and Small Works Contracts	6,389	30,000	30,000
Professional Services Contracts	224,183	258,000	241,000
Other Contracted Services	1,187,401	1,273,859	1,432,792
Materials, Equipment & Supplies	639,269	572,153	632,993
Uncollectible Expense	42,138	131,347	132,455
Coded Stock Material	122,035	109,599	129,801
Land, Property and Easements	26,616	30,000	30,000
Refunds	(171)	-	-
Overheads	1,717,368	1,973,809	2,211,305
A&G Credit	(675,635)	(1,198,989)	(1,271,097)
Total Operating & Maintenance by Cost Element	\$ 5,146,053 \$	7,326,606	\$ 8,128,698
Purchased Water	3,217,397	3,351,579	3,680,002
Taxes	784,192	712,156	718,509
Depreciation	3,268,602	3,334,448	3,647,458
Total Operating Expense	\$ 12,416,244 \$	14,724,789	\$ 16,174,667

Project Description	2023 Budget
CIP #315 - Water AMI Conversion	3,108,000
Donated Plant	2,400,000
CIP #202 - Kayak Reservoir 2 (0.5 MG)	2,106,000
CIP #310 - Warm Beach Water Treatment Plant Improvements	1,531,000
CIP #4 - 44th St NE Main Extension	965,000
CIP #25 - 123rd Ave SE Main Replacement	801,000
CIP #3 - 139th Ave NE Main Extension	778,000
CIP #308 - Water System SCADA PLC Upgrade	553,000
CIP #312 - Lake Stevens Treatment Corrosion Control Optimization	500,000
Design & Crew Inspection for Donated Plant	462,000
CIP #305 - New Services	342,000
CIP #32 - 57th Pl SE Main Replacement	324,000
CIP #201 - Burn Road 726 Reservoir (3.6 MG)	284,000
CIP #98 - Forced Right of Way Relocations / Replacements	100,000
CIP #300 - Misc. Meter Replacement Program	65,000
CIP #XXX - Water Utility Roof Replacement / Upgrades	55,002
CIP #301 - Vehicles and Equipment	54,000
CIP #304 - Misc Tools and Equipment	12,000
CIP #302 - Power Operated Equipment	6,000
Total Water System - Regular Capital Expenditures	\$14,446,002





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BUSINESS OF THE COMMISSION

Meeting Date: October 3, 2022

Agenda Item: 6A

TITLE

Consideration of a Resolution Authorizing the Assistant General Manager, Distribution and Engineering Services, of Public Utility District No. 1 of Snohomish County to Execute an Agreement for the Joint Ownership of Utility Poles With Northwest Fiber, LLC., a Delaware Limited Liability Company, d/b/a Ziply Fiber

SUBMITTED FOR: Individual Consideration

Joint Use and PermitsDepartmentDate of Previous Briefing:Estimated Expenditure:	<u>Maureen M</u> Contact September 20, 2022		Extension n Planned
ACTION REQUIRED:	Incidental (Information)	Monitoring Report	

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

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

The District and Frontier Communications Northwest, Inc. ("Frontier NW") entered into an Agreement for the Joint Ownership of Utility Poles, effective October 1, 2009, concerning the joint ownership of certain utility poles located throughout the District's utility service area in Snohomish County and Island County, Washington ("Prior Agreement"). The Prior Agreement has been amended numerous times over the years, including several term extensions.

Northwest Fiber, LLC., a Delaware limited liability company, d/b/a Ziply Fiber ("Ziply Fiber") purchased Frontier NW and acquired all of Frontier NW's interests in, obligations under, and liabilities related to the Prior Agreement.

Representatives of Ziply Fiber and the District met numerous times over the last year to discuss and negotiate the terms and conditions of a new agreement to replace the Prior Agreement.

District and Ziply Fiber representatives have now reached agreement on a tentative new Agreement for the Joint Ownership of Utility Poles. District staff recommend that the Commission approve and authorize execution of the Agreement.

List Attachments: Resolution Attachment 1

RESOLUTION NO.

A RESOLUTION Authorizing the Assistant General Manager, Distribution and Engineering Services, of Public Utility District No. 1 of Snohomish County to Execute an Agreement for the Joint Ownership of Utility Poles With Northwest Fiber, LLC., a Delaware Limited Liability Company, d/b/a Ziply Fiber

WHEREAS, the District and Frontier Communications Northwest, Inc. ("Frontier NW") (formerly known as Verizon Northwest, Inc.) entered into an Agreement for the Joint Ownership of Utility Poles, effective October 1, 2009, concerning the joint ownership of certain utility poles located throughout the District's utility service area in Snohomish County and Island County, Washington ("Prior Agreement"); and

WHEREAS, the Prior Agreement has been amended numerous times over the years, including several term extensions; and

WHEREAS, Northwest Fiber, LLC., a Delaware limited liability company, d/b/a Ziply

Fiber ("Ziply Fiber") purchased Frontier NW and acquired all of Frontier NW's interests in, obligations under, and liabilities related to the Prior Agreement; and

WHEREAS, the Prior Agreement was amended last year in order to extend the term of the Agreement through September 30, 2022; and

WHEREAS, representatives of Ziply Fiber and the District met numerous times over the last year to discuss and negotiate the terms and conditions of a new agreement to replace the Prior Agreement; and

WHEREAS, District and Ziply Fiber representatives have reached agreement on a tentative new Agreement for the Joint Ownership of Utility Poles that is attached as Attachment 1 ("Agreement"); and

WHEREAS, District staff recommend that the Commission approve and authorize

execution of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No.1 of Snohomish County that the Assistant General Manager, Distribution and Engineering Services, and/or his designee, is hereby authorized to execute the Agreement for the Joint Ownership of Utility Poles on behalf of the District with Northwest Fiber, LLC., a Delaware limited liability company, d/b/a Ziply Fiber in substantially the form attached hereto as Attachment 1; provided that the final form of the Agreement shall be subject to the review and approval of the District's General Counsel or her designee.

PASSED AND APPROVED this 3rd day of October, 2022.

President

Vice-President

Secretary

AGREEMENT FOR JOINT OWNERSHIP OF UTILITY POLES

This Agreement for Joint Ownership of Utility Poles ("Agreement") is entered into this day of ______, 2022, by and between Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation ("District"), and Northwest Fiber, LLC, a Delaware limited liability company, d/b/a Ziply Fiber ("Ziply Fiber"). The District and Ziply Fiber are also referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, the District and Frontier Communications Northwest, Inc. ("Frontier NW") (formerly known as Verizon Northwest, Inc.) entered into an Agreement for the Joint Ownership of Utility Poles, effective October 1, 2009, concerning the joint ownership of certain utility poles located throughout the District's utility service area in Snohomish County and Island County, Washington ("Prior Agreement").

WHEREAS, the Prior Agreement was amended, effective October 22, 2013, to provide Frontier would be responsible for removal and disposal of existing Jointly Owned Poles, provided that the costs of such removal would be proportionately shared by the Parties.

WHEREAS, the Prior Agreement was amended, effective October 1, 2014, to update and clarify certain provision of the Prior Agreement to reflect current operating practices and to extend the term of the Prior Agreement for an additional five-year period.

WHEREAS, the Prior Agreement was further amended to extend the term of the Prior Agreement through September 30, 2020.

WHEREAS, the Prior Agreement was again amended to extend the term of the Prior Agreement through September 30, 2021.

WHEREAS, Ziply Fiber purchased Frontier NW and acquired all of Frontier NW's interests in, obligations under, and liabilities related to the Prior Agreement, including all interests, obligations, and liabilities arising prior to the such acquisition.

WHEREAS, the District and Ziply Fiber further amended the Prior Agreement in order to extend the term of the Agreement through September 30, 2022.

WHEREAS, the District and Ziply Fiber now desire to replace the Prior Agreement and all above referenced Amendments with this Agreement to define and set forth the legal relationship, terms and conditions of the continuing and future joint ownership of certain utility poles located throughout the District's utility service area in Snohomish County and Island County, Washington. NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties agree as follows:

1. Scope of Agreement

This Agreement defines and sets forth the legal relationship, terms and conditions of the continuing and future joint ownership by the District and Ziply Fiber of utility poles located throughout the District's utility service area in Snohomish County and Island County, Washington.

2. Term of Agreement

Unless earlier terminated by either Party in accordance with Section 11, the term of this Agreement shall be retroactive to and commence on October 1, 2022, and shall continue through September 30, 2026, and may be extended for up to three (3) additional two (2) year terms on mutual agreement of the Parties.

3. Definitions

The following terms shall have the meanings noted. Defined terms are capitalized in this Agreement.

3.01 "Applicant" means the Party applying for the purchase of a joint ownership interest in one or more poles.

3.02 "Bootleg Attachment" is any unauthorized attachment where the attaching Party has not secured a joint ownership interest in the pole in accordance with the terms and conditions of this Agreement or has not made other suitable arrangements with the pole Owner prior to attachment.

3.03 "Character of Circuits" means the generalized character of circuits for purposes of the administration of the Agreement and shall be as follows:

Party	Character of Circuits
Ziply Fiber	Communication Facilities Broadband Facilities
District	Secondary Service (0 – 600 volts) Primary Service (over 600 volts) Communication Facilities

3.04 "Emergency" is any condition constituting a clear and present danger to life or property, including but not limited to, car-pole accidents, storm conditions, and major customer service outages.

3.05 "Facilities" in reference to Ziply Fiber includes its communication facilities, broadband facilities and other related equipment attached or proposed to be attached to

Jointly Owned Poles. Facilities in reference to the District includes its secondary service lines, primary service lines, communication facilities, transformers, and other related equipment attached or proposed to be attached to Jointly Owned Poles.

3.06 "Jointly Owned Pole" is generally a forty-five foot (45') class 2 fully treated wooden pole conforming to the specifications of the American Wood Preservers Standards Association in effect at the time the pole was purchased and meeting NESCD standards at the time the pole is installed. However, this definition does not preclude the use of other jointly owned poles of different materials or of different lengths when such poles meet the requirements of the Party installing the pole and the specifications referred to in Section 4. The definition and this Agreement is not intended to include District transmission poles or towers carrying circuits of 55 kV or higher, higher associated transmission guy stub poles, and midspan distribution poles in transmission lines.

3.07 "Joint Pole Notification (JPN)" or Joint Facilities Notification (JFN)" means a notification used for the purposes of notifying the other Party of changes involving Jointly Owned Poles or related matters. The District typically uses the term JPN. Ziply Fiber typically uses the term JFN.

3.08 "Mid-span pole" or "Interset pole" is any pole erected between existing Jointly Owned Poles carrying circuits of less than 55 kV to provide clearance and/or support for circuits of either Party. Mid-span poles and Interset poles shall be subject to all terms and conditions of this Agreement. Joint ownership of existing and new Mid-span and Interset poles shall be determined in accordance with Section 5.

3.09 "NESC" means the version of the National Electric Safety Code most recently adopted by the State of Washington.

3.10 "NJUNS" is the National Joint Use Notification System.

3.11 "Normal Space Allocation" or "Allocation." The Normal Space Allocation for the District on a Jointly Owned Pole is the uppermost eight feet five inches (8' 5") measured from the top of the pole. The Normal Space Allocation for Ziply Fiber is four feet nine (4' 9") between fourteen feet (14' 0") and eighteen feet nine inches (18' 9") measured from the top of the pole. Both Normal Space Allocations assume that six foot six inches (6' 6") of the pole is set in the ground. These Allocations are intended to meet basic NESC clearances or other Section 4 specifications.

These Allocations are for the exclusive use of the respective Party provided that certain Facilities of the other Party and/or a third party located within the space allocated for the other Party and/or third party may extend vertically through the Normal Space Allocation of the respective Party provided such Facilities are not contrary to basic NESC clearances or other Section 4 specifications.

It is the intent of the Parties that, to the extent practicable, other attaching parties (including but not limited to cable television entities) shall place their attachments in the unallocated buffer on a pole. However, the Parties agree that other attaching parties may be allowed by a Party to place attachments within its Normal Space Allocation upon written

approval by the respective Party and that Party will be entitled to all revenues resulting from such attachments.

3.11.1 The District will have an 11/16" diameter drilled in poles as shown below. The hole will be drilled in the same plane as the District's neutral hole.

Pole Length	Hole Location from the top of the Pole
35'	8' 9"
45'	14' 0''
50'	19' 0''
55'	23' 6"
60'	27' 6"

3.11.2 The unallocated buffer between each Party's space is provided to allow sufficient vertical separation between each Party's Facilities as required under the specifications in Section 4. Mutual vertical clearance between each Party's Facilities shall never be less than that necessary to meet minimum vertical separation provided under the specifications in Section 4.

3.11.3 The purpose of the above space allocations is to provide the most cost efficient use of the Jointly Owned Pole by making the unallocated and unused space available to either Party as long as the required separation between Facilities is maintained and subject to the provisions of Section 12.03. If the Party occupying such additional space requires a taller pole in order to maintain required separations, the Party shall be subject to additional costs as outlined in Section 10.

3.12 "Over Built" refers to any situation in which one Party installs or requests the installation of a pole, including anchors and associated joint plant, that is taller or stronger than otherwise required for the Party's present needs (often done in anticipation of future needs). The Party shall be subject to the division of costs as provided in Section 10.

3.13 "Owner" is the Party owning a pole for which the other Party has applied for the purchase of a joint ownership interest.

3.14 "Proportionate" refers to the proportionate sharing of costs, revenues and/or responsibility. Unless otherwise stated, the proportionate sharing shall be fifty five percent (55%) to the District and forty five (45%) to Ziply Fiber.

4. Specifications

4.1 All work on Jointly Owned Poles shall be performed in a timely manner consistent and compliant with accepted safety practices, NESC, and applicable local, state and federal laws and regulations.

4.2 All Facilities shall be attached, located, operated, maintained, and repaired on Jointly Owned Poles in a manner that is consistent and compliant with accepted safety practices, NESC, and applicable local, state and federal laws and regulations.

4.3 In the event either Party raises concerns about the loading on a pole(s) resulting from the attachment/placement of the other Party's Facilities, the other Party shall provide its loading calculations and other appropriate information to demonstrate compliance with the NESC and applicable local, state and federal laws and regulations. The Parties will work together to ensure that all Facilities comply to the NESC and applicable local, state and federal laws and regulations.

4.4 In the event of non-compliance and unless otherwise agreed upon, the Party causing the non-compliance shall have ninety (90) days to remedy the non-compliance. In the event the non-compliance poses an imminent danger to life or property, the non-compliance must be immediately remedied repaired, disconnected, or isolated immediately after discovery of the non-compliance at the expense of the Party responsible for the non-compliance.

5. Joint Ownership of New and Existing Poles

5.01 <u>JPN/JFN for New/Replacement Poles</u>. Whenever either Party intends to install a new or replacement pole(s) that is not jointly owned, it shall notify the other Party of such using a JPN/JFN. The JPN/JFN shall include the following information:

- The location of the new/replacement pole(s).
- Type of pole(s) (i.e., distribution, transmission, Mid-span, Interset).
- Description of facilities to be attached to pole.
- Whether pole is eligible for joint ownership.
- Description of any proposed anchors and guys.
- Height of the pole.
- Year when the pole was manufactured.

If the pole is eligible for joint ownership and the Party desires to obtain joint ownership in the pole, it shall make a request for joint ownership in accordance with Section 5.02 within ten (10) business days of the date of the JPN/JFN unless additional time is requested in writing within said time period. The request shall provide the reasons for the requested extension. Approval of request shall not be unreasonably withheld. Replacement of Jointly Owned Poles shall be done in accordance with Section 9.02.

5.02 <u>Request for Joint Ownership</u>. Whenever an Applicant desires to make use of and purchase an interest in any new or existing pole(s) of an Owner, Applicant shall request approval in writing on a JPN/JFN. The request shall contain the following information and inquiries:

- The location of the pole(s).
- The pole number(s) if available.
- What is the age of the pole?
- What is the height of the pole?
- The amount of space desired on the pole(s) if other than the Normal Space Allocation.

- Description of the Facilities to be attached to the pole(s), including measurements, weight and pictures.
- Description of any proposed anchors and guys.
- Copy of any necessary easement.
- Copy of any required local government permit, or similar document.
- Are there any attachments of other parties on the pole?

Within ten (10) business days of receipt of the request, the Owner shall approve or deny the request and provide the reason(s) for any denial; provided the Owner may notify the Applicant that additional time is necessary to review the request and shall state the reason for such (including but not limited to needing additional information from Applicant such as load calculations, pictures of poles and other information demonstrating that attachment of the Facilities will comply with the NESC and applicable local, state and federal laws and regulations); provided further, the Owner has sole discretion whether to grant a joint ownership request.

5.03 <u>Permission from Other Authority and Easements</u>.

(a) Applicant shall secure any necessary licenses, franchises, permissions or consents from local, state and/or federal authorities and shall secure any necessary easements or similar permissions from the owners of any property required for the construction, installation, attachment, maintenance and operation of Applicant's Facilities on the pole(s) that Applicant is requesting joint ownership in.

(b) If Owner approves a request for joint ownership of a pole but later determines that Applicant did not obtain necessary licenses, franchises, permissions or consents from local, state and/or federal authorities and/or easements or similar permissions, Applicant shall remove its Facilities from the subject pole(s) and execute all documents necessary (as determined by Owner) to transfer any and all joint ownership interest back to Owner and the Owner shall refund the amount paid for the joint ownership interest back to Applicant (no refund shall be made due to costs and expense incurred by Applicant as a result of taller poles, additional anchoring, enhancements, improvements, etc.); provided, however, that Owner may (at its sole discretion) provide a reasonable period of time for Applicant to remedy the situation.

5.04 <u>Additional Anchoring for Existing Poles</u>. If additional anchoring and guys are necessary to provide adequate strength to support existing pole(s) due to the Applicant's proposed Facilities, the costs and expense of such shall be the sole responsibility of Applicant.

5.05 <u>Anchors for New Poles</u>. Anchors for jointly owned new/replacement poles will be installed by the Owner and be of adequate size to accommodate the requirements of both Parties as agreed upon at the time of installation of the new/replacement pole. If either Party requires a larger anchor for the pole than originally agreed upon by the Parties, the larger anchor shall be installed at the sole expense of the Party requiring the larger anchor.

5.06 <u>Need for Stronger/Taller Pole</u>. In the event that Applicant has requested joint ownership interest in an existing pole and the pole must be replaced with a stronger/taller

pole in order to comply with the NESC and/or applicable local, state and/or federal law (i.e., because there are other third party attachments on the pole, or due to the type and weight of the Applicant's Facilities), the Owner shall replace the pole at the sole costs and expense of the Applicant.

5.07 <u>Purchase of Joint Ownership</u>. Upon receipt from the Owner that the request has been approved, and after completion of any transferring or rearranging of Facilities and pole replacement necessary to permit the attachment of Applicant's facilities on such pole(s), the Applicant shall purchase an interest in the pole(s) in accordance with the division of costs basis set forth in Section 10 and Section 5.08. Thereafter, Applicant shall have the right to use such space in accordance with the terms and conditions of this Agreement.

5.08 <u>Joint Ownership Payment</u>. Applicant shall make joint ownership payment to Owner within sixty (60) calendar days of the date of the billing/invoice from the Owner. Any payment amount that is not paid within said time period shall accrue interest at the rate of eight percent (8%) per annum.

5.09 Poles not Eligible for Joint Ownership. District transmission poles, associated transmission guy stub poles, mid-span distribution poles, steel poles, concrete poles, iron poles and glue-laminated wood poles are not eligible/available for joint ownership under this Agreement. To the extent that any such poles were previously made available and became jointly owned by the Parties prior to October 1, 2009, Ziply Fiber agrees to transfer its joint ownership interest in any such pole to the District within thirty (30) days of the pole is replaced/relocated. To the extent that any such poles were previously made available and are became jointly owned by the Parties after October 1, 2009, Ziply Fiber agrees to transfer its joint ownership interest in any such poles to the District by December 31, 2022. The District shall pay Ziply Fiber for its Proportionate ownership share of the each such pole in accordance with the pole value list in Appendix "B." Once pole ownership is transferred to the District and unless directed to remove its Facilities from the pole, Ziply Fiber's Facilities may remain on the pole and Ziply Fiber shall pay attachment fees in accordance with the District's attachment fee schedule and in accordance with the District's Pole Attachment License Agreement. If the District determines transfer of Ziply Fiber Facilities from the pole is necessary, the District shall reimburse Ziply Fiber for its reasonable and necessary facility transfer costs and expenses if Ziply removes its Facilities within sixty (60) days after being notified that it must remove and transfer its Facilities.

5.10 <u>List of Jointly Owner Poles</u>. The District shall provide Ziply Fiber with a list of all Jointly Owned Poles by December 31 of each year during the term of this Agreement. The list shall also include the information described in Section 5.01.

6. Easements

6.01 <u>Cooperation in Obtaining Easements</u>. The District and Ziply Fiber will cooperate in a reasonable manner to obtain easements necessary on, over, and/or across streets, avenues, alleys, highways, rights-of-way, public property and private property for Jointly Owned Poles; provided one Party does warrant, guaranty or assure the other Party that it will obtain such easements and neither Party shall have any liability to the other Party if the Party is prevented from attaching, operating and maintaining or has to remove its Facilities on the other Party's pole(s) due to the lack of an easement.

6.02 <u>Easements for New/Relocated Poles</u>.

(a) If either Party obtains an easement for the installation of a new or relocated pole that is either jointly owned or eligible for joint ownership, the Party shall use reasonable efforts to include the other Party as a grantee on the easement. If successful in doing so, the Party shall then provide the other Party with a copy of the easement and a statement of the Party's Proportionate share of the cost and expense of the easement acquisition.

(b) Within forty five (45) days of the statement date, the Party receiving the statement shall either: (a) pay its Proportionate share of the costs and expenses of the easement acquisition; or (b) decline in writing to pay said cost sharing proportion and state the reasons for such. If any dispute arises between the Parties regarding the appropriateness of easement acquisition costs and expenses, the Parties shall meet and confer in an attempt to resolve the dispute.

(c) If a Party declines to pay its Proportionate cost share for easement acquisition and the Parties are unable to resolve the matter, the Party declining to pay its Proportionate share shall have no joint ownership interest in the new or relocated pole(s) and shall, upon request from the other Party, execute all documents necessary (as determined by the other Party) to extinguish any and all of its joint ownership interest in the pole(s).

7. Relocation of Jointly Owned Poles out of or within Public Right-of-Way

When the parties are required by an authorized governmental entity to relocate an existing Jointly Owned Pole(s) out of or within public right-of-way or from other location, each Party shall bear its Proportionate share of pole relocation costs and shall bear all costs for relocation of its Facilities.

8. Unauthorized Attachments

8.01 <u>Authorized Attachments</u>. Each Party may only attach its Facilities to the other Party's pole after acquiring joint ownership in the pole in accordance with Section 5, or after making other suitable arrangements with the Owner.

8.02 <u>Discovery of Bootleg Attachment and Bootleg Attachment Fee</u>. When one Party discovers an unauthorized attachment ("Bootleg Attachment") of the other Party on its pole, it shall so notify the other Party ("Offending Party") by JPN/JFN. Within sixty (60) days of the date of the invoice, the Offending Party shall immediately pay the Owner a Bootleg Attachment fee of Three Hundred and Seventy Dollars (\$370.00). Both Parties will work together via JPN / JFN to validate pole ownership prior to bootleg fee invoicing.

8.03 <u>Removal of Bootleg Attachment</u>. The Owner may require the Offending Party to remove the Bootleg Attachment within sixty (60) days of the date of the notice referred to in Subsection 8.02. If the Offending Party does not remove the Bootleg Attachment within the sixty (60) day period, the Owner may also remove, or have another party, remove the Bootleg Attachment with no obligation and/or liability to the Offending Party. The Offending Party shall reimburse the Owner for any costs and expenses incurred by the Owner in removing the Bootleg Attachment. The Owner may also utilize the removal process provided in Subsection 9.02(h) to have the Bootleg Attachment removed.

8.04 <u>Retention and Disposal of Bootleg Attachment</u>. If Owner removes a Bootleg Attachment, Owner has the right to exercise any one or combination of the following options with regard to the removed Bootleg Attachment:

- (a) Owner may hold the Bootleg Attachment as additional security for the payment of any sums due under this Agreement;
- (b) Owner may sell the Bootleg Attachment at a public or private sale without notice to the Offending Party;
- (c) If Owner determines the Bootleg Attachment is of little or no value, Owner may dispose of the Bootleg Attachment without notice to the Offending Party; or
- (d) Owner may turn the Bootleg Attachment over to the Offending Party.

In the event Owner sells the Bootleg Attachment, Owner shall apply the proceeds to the payment of sums due under this Agreement and shall turn over the balance, if any, to the Offending Party.

8.05 <u>Offending Party's Options</u>. After paying the Bootleg Attachment Fee required under Subsection 8.02 and if the Owner has not required removal of Bootleg Attachment, the Offending Party shall have the following options: (a) request a joint ownership interest in the pole in accordance with Section 5; (b) pay attachment fees in accordance with the Owner's attachment fee schedule and in accordance with Owner's Pole Attachment License Agreement; (c) remove its Bootleg Attachment from the pole within sixty (60) days of the date of the notice referred to in Subsection 8.02. The Offending Party shall notify the Owner by JPN/JFN regarding which option it selects within twenty (20) days of the date of the notice provide by the Owner under Section 8.02.

8.06 <u>Pole Compliance</u>. In the event that the Bootleg Attachment results in the pole being out of compliance with the NESC and/or other applicable local, state and/or federal laws and regulations and the Owner has not required its removal and the Offending Party desires to have the Bootleg Attachment on the pole, the Offending Party shall be responsible for all costs and expenses necessary to bring the pole into compliance, including but not limited to costs for pole replacement.

9. Maintenance and Replacement/Relocation of Poles

9.01 <u>Maintenance</u>.

(a) The Parties shall maintain, reinforce, repair and replace Jointly Owned Poles and their Facilities to ensure each Jointly Owned Pole and Facilities are in a safe and serviceable condition and in compliance with the specifications stated in Section 4.

(b) Except as otherwise provided herein or otherwise agreed to, each Party shall install, maintain, repair, and/or relocate its Facilities on Jointly Owned Poles in a timely manner in accordance and in compliance with all applicable local, state, and federal laws and regulations. Such work shall not interfere with the other Party's Facilities and operation thereof.

(c) The District shall be responsible for performing annual maintenance of Jointly Owned Poles. Ziply Fiber shall pay the District an annual Joint Pole Maintenance Fee in accordance with Section 10.07.

(d) The District shall inspect and treat Jointly Owned Poles on a regular basis. The District anticipates providing Ziply Fiber with a written estimate for the cost of such inspection and treatment by October 1^{st} of each year during the term of this Agreement for inspection and treatment work to be performed in the next year. Ziply Fiber shall pay the District its respective share of such costs in accordance with Section 10.08 and Section 13.

9.02 <u>Replacement of Jointly Owned Poles</u>.

(a) <u>Notice of Replacement of Jointly Owned Poles</u>. Replacement of Jointly Owned Poles shall be done in accordance with this Section, Section 10 and any and all other applicable provisions of this Agreement. Whenever it is necessary to replace/relocate a Jointly Owned Pole, the Party intending to carry out the pole replacement/relocation shall provide the other Party with prior written notice using a JPN/JFN containing the following information:

- The location of the new/replacement pole(s).
- Type of pole(s).
- Description of facilities to be attached to pole.
- Description of any of any proposed anchors and guys.
- Height of pole.
- Year pole was manufactured.

No prior notice is required when the pole replacement/relocation is due to an Emergency.

(b) <u>Location of Replacement Pole</u>. When replacing a Jointly Owned Pole (carrying terminals, splice joints, aerial-to-underground connections (including risers), or transformer equipment), the new pole shall be set in the proximity of the replaced pole in a location determined by the Party carrying out the pole replacement/relocation. Ziply desires said relocation to be within 12 inches of existing pole. Said location will take into account engineering and construction constraints identified by that Party's staff. The

proposed replacement pole location shall be sent to the other Party via JPN/JFN for engineering and constructability review and the Party shall have fifteen (15) business days to review and respond. If the Party responds with agreement on proposed pole location or does not respond within the response period, the other Party shall proceed with the installation of the replacement pole If the Party responds within the notice period with a written request for a joint engineering meeting, the two Parties shall meet at a mutually agreed upon time. At the joint engineering meeting, both Parties' operating and engineering personnel will discuss the impacts of the proposed pole location and develop a mutually agreed upon alternate location or a mutually agreed upon cost share proposal.

(c) <u>Notice of Completion of Pole Replacement and Transfer of Facilities</u>. The Party performing the pole replacement/relocation shall notify the other Party by NJUNS ticket when the pole replacement/relocation is complete and its Facilities have been transferred to the new pole.

(d) Transfer of Facilities. Except as otherwise provided and through September 30, 2023, a Party shall transfer its Facilities to the new Jointly Owned Pole and remove the Jointly Owned Pole that is being replaced within ninety (90) days after being notified by NJUNS ticket(s) that all other parties have removed their facilities from the Jointly Owned Pole that is being replaced. Except as otherwise provided and after September 30, 2023, a Party shall transfer its Facilities to the new Jointly Owned Pole and remove the Jointly Owned Pole that is being replaced within sixty (60) days after being notified by NJUNS ticket(s) that all other parties have removed their facilities from the Jointly Owned Pole that is being replaced. If the Party does not both transfer its Facilities and remove the Jointly Owned Pole that is being replaced within the required time period, the Party shall indemnify, defend and hold harmless the other Party from any and all obligations, liability, claims, damages to persons or property, other damages, fines, penalties, judgments, expense, fees, attorney's fees, charges and/or other cost accruing thereafter arising from or otherwise relating to the Party's non-transferred Facilities and/or the Jointly Owned Pole that is being replaced.

(e) <u>Request for Full Ownership of Pole</u>. If a Party desires to take full ownership of a pole and not remove its Facilities after being notified that a pole is being replaced/relocated in accordance with Subsection 9.02(a), the Party shall make a written request in a JPN/JFN to the other Party within thirty (30) days of the date of the JPN/JFN notifying the Party that the pole is being replaced/relocated. The other Party shall then notify the Party by JPN/JFN whether the requested is granted within thirty (30) days of the date of the request. In the event that the request is denied, the Party shall state the reason(s) for doing so in the JPN/JFN denying the request. If the request is granted, the requesting Party shall pay the granting Party its share of the value of the pole as calculated as of the date the request is made in accordance with the pole values provided in Appendix B.

(f) <u>Effective Date of Full Ownership and Indemnification and Hold Harmless</u>. Subject to receipt of payment as required under Section 9.02(e), full ownership of the pole shall be effective the date the request for full ownership is granted by JPN/JFN. Thereafter, the Party with full ownership of the pole shall indemnify, defend and hold harmless the other Party from any and all obligations, liability, claims, damages to persons or property, other damages, fines, penalties, judgments, expense, fees, attorney's fees, charges and/or other cost accruing thereafter arising from or otherwise relating to the pole and/or any Facilities attached to the pole.

(g) <u>Local Jurisdiction Pole Removal and Facility Transfer Timelines</u>. If the local authorized government entity requires pole removal and/or transfer of Facilities in a shorter time frame than provided in other provisions of this Agreement, the Parties will work together in good faith to meet such shorter time frame.

List of Ziply Approved Contractors. Within ninety (90) days of execution (h) of this Agreement, Ziply Fiber shall provide the District with a list of contractors authorized to transfer Ziply Fiber's Facilities to any new Jointly Owned Pole. The list shall contain at least three contractors who are readily available and located within 200 miles of the District's Operations Building located at 1802 75th Street SW, Everett, Washington 98203. Ziply shall provide the District with an updated list of contractors by December 31 of each year during the initial term and any renewal term(s) of the Agreement. If Ziply Fiber does not transfer its Facilities and removed the pole being replaced/relocated within the required time period specified in Section 9.02(d) after being notified by NJUNS from the District to transfer it Facilities to the new Jointly Owned Pole and remove the old pole, the District may contact a contractor off the approved list of contractors and direct the contractor to transfer Ziply Fiber's Facilities to the new Jointly Owned Pole and to remove the pole being replaced/relocated. The District shall notify Ziply in writing at least two (2) business days prior to contacting and directing a contractor to transfer Ziply Fiber's Facilities to the new Jointly Owned Pole and remove the pole. Upon such notice, Ziply shall notify the contractor to accept the District's request under this Section. The contractor shall bill Ziply Fiber directly for the transfer work and Ziply Fiber shall be responsible for and shall directly pay the contractor for the cost and expense of such transfer.

(i) Liquidated Damages for Failure to Remove Facilities. In the event that a Party fails to remove its Facilities and the pole being replaced/relocated within the required time period day time period provided in Section 9.2(d) and in recognition of the difficulty in calculating the actual costs, expenses and other damages ("Loss") that the other Party will incur due to such failure, the Parties agree that, a Party may impose liquidated damages upon the other Party of \$20 for each day per Jointly Owned Pole that the other Party fails to remove its Facilities beyond the sixty (60) day timeline or other specified timeline. The Parties further agree that said daily amount represents a reasonable valuation of the Loss a Party will incur due to the other Party's failure to remove its Facilities in a timely manner. Said liquidated damages shall be paid within sixty (60) sixty (60) days of the date of any liquidated damages notice issued pursuant to this subsection.

10. Division of Costs

10.01 <u>Pole Cost Values</u>. The pole cost values applicable under this Agreement is shown on attached and incorporated Appendix B. The values cover one (1) year periods running from July 1 through June 30. The value of each Jointly Owned Pole shall be determined in accordance with Appendix B at the time joint ownership is established.

10.02 <u>Division of Cost of Jointly Owned Poles</u>. Using the pole values listed in Appendix B, the cost and expense of existing and new Jointly Owned Poles and replacement of Jointly

Owned Poles shall be borne by the Parties in accordance with the following subsections. The pole values listed in Appendix B shall be reviewed and updated annually and shall be based upon current labor and material prices plus reasonable overhead costs consistent with established generally accepted accounting practices.

(a) The cost of a Jointly Owned Pole that is forty five feet (45') or shorter shall be divided between the Parties as follows: fifty five percent (55%) to the District and forty five percent (45%) to Ziply Fiber.

(b) To the extent that a Jointly Owned Pole is longer than forty five feet (45') due solely to the District's requirements, the District shall bear fifty five percent (55%) of the cost of a forty five foot (45') Jointly Owned Pole plus the full cost for the additional height of the pole and any strength measures necessitated by the additional height.

(c) To the extent that a Jointly Owned Pole is longer than forty five feet (45') due solely to Ziply Fiber's requirements, Ziply Fiber shall bear forty five percent (45%) of the cost of a forty five foot (45') Jointly Owned Pole plus the full cost for the additional height of the pole and any strength measures necessitated by the additional height.

(d) Except as otherwise agreed, the cost of a Jointly Owned Pole that is longer than forty five feet (45') due to the requirements of both Parties shall be divided between the Parties as follows: fifty five percent (55%) to the District and forty five percent (45%) to Ziply Fiber.

10.03 <u>Replacement of Poles for the Convenience/Need of One Party</u>.

(a) In the event a Jointly Owned Pole that is less then fifteen (15) years old is replaced, relocated and/or Over Built solely for the convenience and/or due to the needs of one Party, that Party shall bear the full cost of pole replacement, relocation and/or Over Built measures. The other Party shall receive, at no cost, a joint interest in the new pole.

(b) In the event a Jointly Owned Pole that is fifteen (15) years old or older is replaced, relocated and/or Over Built solely for the convenience and/or due to the needs of one Party, that Party shall bear the full cost of installation and/or Over Built measures and its proportionate share of the cost of the new pole. The other Party shall receive a joint interest in the new pole upon payment of its proportionate share of the actual ("bare") cost of the pole.

(c) Except as otherwise agreed, in the event that a new Over Built pole is taller than the Jointly Owned Pole being replaced, the additional space on the Over Built pole shall be owned solely by the Party initiating the pole replacement.

10.04 <u>Cost of Maintenance of Facilities</u>. Each Party shall, at its own cost and expense, be responsible for attaching, installing, operating, maintaining, repairing, transferring, and rearranging its Facilities on Jointly Owned Poles in a timely manner.

10.05 <u>Cost of Flagging Services</u>. Unless otherwise agreed by the Parties, each Party shall, at its own cost and expense, be responsible for providing any necessary flagging services while working on Jointly Owned Poles and its Facilities.

10.06 <u>Cost of Permitting</u>. Except as otherwise agreed by the Parties, each Party shall, at its own cost and expense, be responsible for obtaining all governmental permits and similar documents required for attaching, installing, operating, maintaining, repairing, transferring, and rearranging all of its Facilities on Jointly Owned Poles.

10.07 Joint Pole Maintenance Fee.

(a) Within sixty (60) days of receipt of a bill from the District, Ziply Fiber shall pay the District, on a prospective basis, an annual pole maintenance fee ("Joint Pole Maintenance Fee") of \$2.94 per Jointly Owned Pole in place as of December 31 of the previous year and based upon the list of Jointly Owned Poles provided to Ziply Fiber under Section 5.10. The Joint Pole Maintenance Fee shall be annually adjusted on January 1 of each year during the life of this Agreement by an amount equal to the annual percentage increase in the consumer price index (the "CPI") for Seattle – Tacoma - Bellevue, Washington, as published by the Federal Bureau of Labor Statistics (the "Bureau") in effect for December of the immediately preceding calendar year ("Most Recent Calendar Year") over the CPI in effect for December of the calendar year immediately preceding the Most Recent Calendar Year; provided, however, that if the Bureau no longer publishes the CPI, a comparable index reasonably acceptable to the Parties shall be substituted therefore.

(b) It is expressly agreed by the Parties that that the Joint Pole Maintenance Fee includes Ziply Fiber's share of costs for general Jointly Owned Pole maintenance, maintenance tree trimming charges, administrative overhead, third party application processing, and similar activities but does not include cost for inspection and pole treatment and Capital Tree Trimming.

10.08 <u>Cost of Pole Inspection and Treatment</u>. The Parties shall be responsible for their Proportionate share of the cost of inspecting and treating Jointly Owned Poles. Ziply Fiber shall pay the District for its Proportionate share of said cost within sixty (60) days of receipt of an itemized bill for pole inspection and treatment in accordance with Section 13.

10.09 <u>Cost of Capital Tree Trimming</u>. "Capital Tree Trimming" is all tree trimming and/or brush clearing necessary for the installation of a pole or Facility or is otherwise required by an authorized governmental entity. Each Party shall bear its Proportionate share of Capital Tree Trimming costs for Jointly Owned Poles when the work being performed is for the benefit of both Parties. When one Party requires Capital Tree Trimming due solely to its needs, that Party shall be solely responsible for the costs of such. Any Capital Tree Trimming performed at the request of a third party shall be borne by the third party; billing for and management of such third party work shall be performed by the District. When Capital Tree Trimming is required by an authorized governmental entity, the costs shall be borne proportionately by the Parties.

11. Default and Termination

11.01 <u>Default</u>.

(a) If a Party is in default of any of the terms or conditions of this Agreement, the other Party may provide written notice of default by JPN/JFN or other written notice in accordance Section 17.06 to the Party in default. The notice shall state the default and the process to cure the default. The Party in default shall have thirty (30) days from the date of the notice, or such longer period as provided by the Party not in default, to cure the default.

(b) If the default is not cured within the provided time period, and in addition to all other remedies provided under this Agreement and law, the Party not in default may suspend the rights of the Party in default to acquire future joint pole ownership interest under this Agreement.

(c) If Ziply Fiber is in default and does not cure the default within the provided time period, the District may utilize one of the contractors from the list of contractors provided by Ziply Fiber pursuant to Subsection 9.02(h) to perform the work necessary to cure the default. The District shall notify Ziply in writing at least two (2) business days prior to contacting and directing a contractor to perform work necessary to cure the default. Upon such notice, Ziply shall notify the contractor to accept the District's request under this Section. In such case, the contractor shall directly bill Ziply Fiber and Ziply Fiber shall pay the contractor.

11.02 <u>Termination for Default</u>. In the event that a Party in default fails to cure such default within one hundred eighty (180) days of the date of written notice described in Subsection 11.01 or such longer period as provided by the Party not in default, the Party not in default may, in addition to all other remedies provided under this Agreement and law, terminate this Agreement entirely or may terminate this Agreement as regarding acquisition of future joint pole ownership.

11.03 Default Posing Imminent Hazard.

(a) If a Party discovers any event of default by the other Party and such default poses an imminent hazard to either Party and/or the general public health, safety, or welfare, the Party not in default shall provide written notification of the default by JPN/JFN or other written notice in accordance Section 17.06 to the other Party. The Party in default shall have three (3) days from the date of the notice to cure the default and eliminate the hazard.

(b) If the default is not cured and the hazard eliminated within said three (3) day period, the Party not in default may elect to do the work, or have the work done by a licensed and qualified contractor, necessary to cure the default and eliminate the hazard. The Party in default shall reimburse the other Party for the cost of the work performed to cure the default and eliminate the hazard.

(c) If Ziply Fiber is in default and the default poses an imminent hazard and the default has not been cured within said three (3) day period, the District may utilize one of

the contractors from the list of contractors provided by Ziply Fiber pursuant to Subsection 9.02(g) to perform the work necessary to cure the default and eliminate the hazard. In such case, the contractor shall directly bill Ziply Fiber and Ziply Fiber shall pay the contractor.

11.04 <u>Ownership of Poles after Termination of Agreement</u>.

(a) Except as otherwise agreed by the Parties, in the event that this Agreement is terminated in its entirety for default and/or by mutual agreement of the Parties, the District shall acquire full ownership of all Jointly Owned Poles by paying Ziply Fiber its proportionate value of each such Jointly Owned Pole in accordance with pole cost values provided in Appendix B. Ziply Fiber shall execute all documents necessary (as determined by District) to transfer any and all joint ownership interest back to the District.

(c) In the event that this Agreement is terminated in its entirety for default and/or by mutual agreement of the Parties and full ownership of a pole is transferred to the District, Ziply Fiber shall have the following options regarding its Facilities on the pole: (i) keep its Facilities on the pole and pay attachment fees in accordance with the Owner's attachment fee schedule and in accordance with Owner's Pole Attachment License Agreement; or (ii) remove its Facilities from the pole within one hundred twenty (120) days of the Agreement termination date and shall pay attachment fees in accordance with the Owner's attachment fee schedule and in accordance with Owner's Pole Attachment License Agreement for the time period the Facilities remain on each pole.

12. Other Parties

12.01 <u>Prior Attachments of Other Parties</u>. The Parties understand and acknowledge that other parties including utility companies, municipalities, and private parties may attachment privileges on each Party's poles that were conferred prior to a particular pole becoming a Jointly Owned Pole under this Agreement or a prior joint pole ownership agreement. Nothing in this Agreement shall be construed as affecting such privileges previously conferred by either Party, by contract or otherwise.

12.02 <u>New Attachments of Other Parties</u>. Except as otherwise provided in this Agreement, either Party may extend the privilege to attach facilities to a Jointly Owned Pole to a third party provided the attachment: is within that Party's space allocation; will not result in increased cost to the other Party for its continued use of the Jointly Owned Pole; is consistent and compliant with the specifications in Section 4; does not inhibit, restrict and/or interfere with the use by the other Party of its Normal Space Allocation; and is not contrary to public policy and/or local, state and/or federal law.

12.03 <u>Unallocated Space</u>. The District has exclusive management and control of unallocated space on Jointly Owned Poles for the purpose of third-party attachment of facilities in such space. The District shall perform all administrative functions necessary to process and approve such third-party attachments as more fully set forth in attached Appendix "C."

12.04 <u>Third Party Billing</u>. Each Party shall be responsible for issuing its own billings for rental fees to third parties for facilities attached to Jointly Owned Poles.

12.05 <u>List of Third Party Attachments</u>. Upon written request, the District shall furnish Ziply Fiber with a list of all third party attachments in the unallocated space, including but not limited to private third party attachments, street lights, traffic lights and similar attachments.

13. Bills and Payment for Work

Except as otherwise provided in this Agreement, upon completion of work performed under this Agreement by either Party when the cost and expense of such work is to be borne wholly or in part by the other Party, the Party performing the work shall present an itemized statement of the cost and expense of such work to the other Party. The Party shall pay the Party performing the work within sixty (60) days of the date of the itemized statement. Any amounts that are not paid within said time period shall accrue interest at the rate of eight percent (8%) per annum.

14. Liens

14.01 <u>Free of Liens</u>. Each Party must keep the Jointly Owned Poles free from any liens arising from any work performed, materials furnished, and/or obligations incurred.

14.02 <u>Discharge of Liens</u>. If any lien is filed against any Jointly Owned Pole(s) as a result of the acts or omissions of a Party, its employees, agents, or contractors, that Party must discharge the lien or bond the lien off in a manner reasonably satisfactory to the other Party within thirty (30) days after the other Party receives written notice that a lien has been filed.

14.03 <u>Payment of Lien by Other Party</u>. If a Party fails to discharge or bond any lien within such period, then, in addition to any other right or remedy of the other Party, the other Party may discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding.

14.04 <u>Reimbursement for Payment of Lien</u>. A Party must pay on demand any amount paid by the other Party under Section 14.03 for the discharge or satisfaction of any lien, and all reasonable attorney's fees and other legal expenses of the other Party incurred in defending any such action or in obtaining the discharge of such lien, together with all reasonable disbursements in connection therewith.

15. Claims and Liability

15.01 <u>Claim</u>. "Claim" means any and all liabilities, personal injury, death, lawsuits, causes of action, losses, claims, damages, costs, demands, fines, judgments, penalties, obligations and payments, together with any reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and out-of-pocket expenses and reasonable costs and expenses of investigation) relating to actions or omissions of either Party regarding Jointly Owned Poles, Facilities on a Jointly Owned Pole, and/or supporting apparatus, structure and/or equipment for a Jointly Owned Pole.

15.02 <u>Notification of Claims</u>. To the extent known, a Party shall notify the other Party of any Claim within a reasonable time after becoming aware of both the assertion of a Claim and its alleged relation to actions or omissions of either Party regarding Jointly Owned Poles.

15.03 <u>Share of Liability</u>. Whenever a Claim is alleged, made, asserted and/or incurred regarding and/or involving any Jointly Owned Pole, Facilities on a Jointly Owned Pole, and/or supporting apparatus, structure and/or equipment for a Jointly Owned Pole, the Parties shall share the cost of defense against such claim and any resulting liability (if any) on the following basis: fifty five percent (55%) to the District and forty five percent (45%) to Ziply Fiber.

15.04 <u>Cooperation</u>. The Parties will cooperate in good faith in the defense of any Claim that is alleged, made, asserted and/or incurred regarding and/or involving any Jointly Owned Pole, Facilities on a Jointly Owned Pole, and/or supporting apparatus, structure and/or equipment for a Jointly Owned Pole. Such cooperation shall include, but not be limited to: using best efforts to share information regarding any such claim; sharing on a fifty five percent (55%)(District)/ forty five (45%)(Ziply Fiber) basis in the costs of investigations, consultants and outside counsel in connection with defense against any such claim when both Parties agree that it would be in their best interest.

15.05 <u>Survival</u>. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

16. Liability Insurance

16.03 <u>District is Self-Insured</u>. The District is self-insured and shall, upon request, provide Ziply Fiber with a Certificate of Self-Insurance. The District does maintain excess liability insurance for claims in excess of \$2,000,000, and shall, upon request, provide Ziply Fiber with a Certificate of Insurance evidencing such coverage.

16.02 Ziply Fiber Liability Insurance.

Ziply Fiber shall carry insurance, at its sole cost and expense, consistent with the following limits, terms, and conditions to protect the District and joint users in respect of the Ziply Fiber's liability for all claims and demands and from and against any and all actions, judgments, costs, expense and liabilities of every name and nature arising out of and/or resulting from use of the Jointly Owned Poles by reason of the acts or omissions of Ziply Fiber hereunder.

(a) <u>Commercial General Liability</u>. Ziply Fiber shall keep in force during the term of this Agreement Commercial General Liability insurance with a limit of \$2,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate including personal and advertising injury.

(b) <u>Business Automobile Liability</u>. Ziply Fiber shall keep in force during the term of this Agreement Business Automobile Liability insurance including coverage for

owned, non-owned, leased or hired vehicles used by or for Ziply Fiber in any capacity in connection with this Agreement, written to include bodily injury, including wrongful death, and property damage, including loss of use thereof, with minimum acceptable limits of \$1,000,000 per occurrence.

(c) <u>Increase in Limits</u>. Ziply Fiber understands that circumstances may change and that an increase in the limits of liability insurance may be necessary. Accordingly, Ziply Fiber agrees, upon sixty (60) days' prior written notice to Ziply Fiber that states proposed insurance limit increase, that the District may reasonably require an increase in the limits of liability insurance and Ziply Fiber further agrees to provide such insurance in increased amounts as a condition of continued joint ownership of the Jointly Owned Poles.

(d) <u>Evidence of Insurance</u>. Upon, request from the District, Ziply Fiber shall provide a Certificate of Insurance(s) and additional insured endorsement annually upon the anniversary date of this Agreement. All insurance required hereunder shall remain in force for the entire life of this Agreement. The company or companies issuing such insurance be rated A-, VII or better by AM Best or otherwise be reasonably acceptable to the District. The District shall be included as an additional insured party as its interest may appear under this Agreement on the commercial general liability and business automobile liability policies. Upon receipt of notice from insurer(s), Ziply Fiber shall provide the District with thirty (30) days prior written notice of cancellation of any required insurance coverage.

(e) <u>Primary Coverage Required</u>. The insurance shall provide primary coverage to the District and shall not be contributory with or excess to any other insurance maintained by the District.

16.03 <u>Worker's Compensation</u>. Each Party shall, during the term of this Agreement, comply with all applicable Workers' Compensation laws. If not insured through the State of Washington, Ziply Fiber shall provide a Certificate of Insurance evidencing Workers Compensation coverage by a qualified insurer with minimum limits of \$1,000,000. If self-insured, either Party shall upon request from the other Party provide evidence of authority granting the Party approval to be a self-insured entity.

16.04 <u>Liabilities and Obligations of Parties</u>. The insurance requirements contained herein shall not in any manner be deemed to limit, qualify, or otherwise alter the liabilities or obligations of either Party under this Agreement.

16.05 <u>Insurance Requirements for Contractors/Subcontractors</u>. In the event that either Party contracts/subcontracts with another party to perform work and/or services needed and/or required pursuant to this Agreement, the Party shall require and ensure that any such contract/subcontract contains insurance requirements substantially similar to this Section 16.01 through Section 16.02, including but not limited to type and amount of insurance coverage. The Party shall require any such contractor/subcontractor to furnish to the Party (and, upon request, the other Party) a Certificate of Insurance showing evidence of such coverage.

17. General Provisions

17.01 Administrators.

Each Party to this Agreement shall designate an individual ("Administrator"), which may be designated by title or position, to oversee and administer such Party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

District's Initial Administrator:	Ziply Fiber's Initial Administrator:
Maureen Matthews	Steve LeVeck
Manager, Joint Use and Permits	Manager, Network Operations
P.O. Box 1107	1800 41 st Street
Everett, WA 98206	Everett, WA. 98203
Jointuse@snopud.com	Steve.leveck@ziply.com
425-783-5581	425-261-6817

Either Party may change its Administrator at any time by delivering written notice of such Party's new Administrator to the other Party.

17.02 <u>Assignment</u>. Neither Party shall not in any way assign, transfer, sublet or encumber this Agreement, nor any of the privileges hereby granted to it, without the prior written consent of the other Party. For the purpose of this Agreement, assignment and transfer shall be deemed to include (but not be limited to) the assignment and transfer of this Agreement to any joint venture of which the Party is a partner, to any subsidiary, parent or affiliated or controlled corporation, to any corporation with which the Party may be merged or consolidated, or to any corporation to which the Party may sell substantially all its assets. Each Party agrees that it will not unreasonably withhold, delay and/or condition approval of a written request by the other Party. However, each Party reserves the right to require the other Party to provide appropriate information in order to properly evaluate the request including information pertaining to the financial stability and technical expertise of the proposed assignee, transferee, or sublicensee. In the event such assignment or transfer is approved by an order of the Washington Utilities and Transportation Commission (WUTC), approval by the other party will be automatic. Subject to the foregoing, however, this Agreement shall extend to and bind the successors and assigns of the Parties hereto.

17.03 <u>Nonwaiver</u>. Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

17.04 <u>Payment of Taxes</u>. Each Party shall be solely responsible for and shall pay all taxes and assessments levied on its Facilities on Jointly Owned Poles and/or resulting from its ownership interest in the jointly Owned Poles.

17.05 <u>Entire Agreement and Amendments</u>. This Agreement constitutes the entire Agreement between the Parties and supersedes and replaces all prior agreements concerning the subject matter of this Agreement. Any amendments to this Agreement must be in writing and duly executed by both Parties.

17.06 <u>Notices</u>. Except for JPN, JFN and NJUNS, all notices required to be given by either Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, by nationally recognized overnight courier or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given five (5) days after the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 17.01 of this Agreement. If the last day of the five (5) day period is a Saturday, Sunday or legal holiday, the period shall be extended to the end of the next day which is not a Saturday, Sunday or legal holiday. Notice delivered by overnight mail shall be deemed given as of the day after mailing. Notice delivered by email shall be deemed given as of the date and time sent.

17.07 <u>Fair Meaning</u>. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either Party hereto because of authorship. This Agreement shall be deemed to have been drafted by both Parties.

17.08 Severability.

(a) If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the Parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

(b) If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

17.09 <u>Governing Law and Venue</u>. This Agreement shall be governed by, and interpreted according to, the laws of the State of Washington (without regard to any conflicts of law principles applied in that State), with venue for any disputes in Snohomish County, Washington; provided that venue for any matter that is within the jurisdiction of the Federal Court shall be in the United States District Court for the Western District of Washington at Seattle, Washington. Each Party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of proceedings in such courts.

17.10 <u>Force Majeure</u>. If a Party is delayed or hindered in, or prevented from performance required under this Agreement (other than any delay or failure relating to payment of money, including, without limitation, the Annual Fees and all reimbursable costs and expenses described elsewhere in this Agreement) by reason of earthquake, landslide, strike, lockout, labor trouble, failure of power, riot, insurrection, war, epidemic, pandemic, acts of God or other reason of like nature not the fault of such Party, such Party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay.

17.11 <u>Section Heading</u>. The section headings used in this Agreement are merely for ease of reference by the Parties. The section headings are not intended to restrict or limit the applicability of the language within any specific section. In the event of a conflict between the text of a section and the section heading, the text shall control.

17.12 <u>Survival</u>. All provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement shall survive the completion, termination or cancellation of this Agreement.

17.13 <u>Authority to Bind Parties and Enter into Agreement</u>. The undersigned represent that they have full authority to enter into this Agreement and to bind the Parties for and on behalf of the legal entities set forth below.

17.14 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

NORTHWEST FIBER, LLC, D/B/A ZIPLY FIBER:

PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY

By:		
Name:		
Title:		
Date:		

By:

Guy Payne Assistant General Manager Date:

APPENDIX B - 2022 PRICE LIST JOINT OWNERSHIP AGREEMENT PAGE 1 OF 7

PAGE I	01 /		25' Wood Pole		3	0' Wood Pole		3	5' Wood Pole		4	O' Wood Pole	
		ORIG.	DEPR.		ORIG.	DEPR.		ORIG.	DEPR.		ORIG.	DEPR.	
Year	%	VALUE	VALUE	45%	VALUE	VALUE	45%	VALUE	VALUE	45%	VALUE	VALUE	45%
2022	100.0%				\$3,275.40	\$3,275.40	\$1,473.93	\$4,094.25	\$4,094.25	\$1,842.41	\$5,117.81	\$5,117.81	\$2,303.01
2021	96.5%				\$3,289.82	\$3,174.68	\$1,428.61	\$4,112.28	\$3,968.35	\$1,785.76	\$5,140.35	\$4,960.44	\$2,232.20
2020	93.0%				\$2,455.65	\$2,283.75	\$1,027.69	\$3,069.56	\$2,854.69	\$1,284.61	\$3,836.95	\$3,568.36	\$1,605.76
2019	89.5%				\$2,015.97	\$1,804.30	\$811.94	\$2,519.97	\$2,255.37	\$1,014.92	\$3,149.96	\$2,819.21	\$1,268.64
2018	86.0%				\$1,987.62	\$1,709.35	\$769.21	\$2,484.52	\$2,136.69	\$961.51	\$3,105.66	\$2,670.86	\$1,201.89
2017	82.5%				\$1,681.72	\$1,387.42	\$624.34	\$2,102.15	\$1,734.28	\$780.43	\$2,627.69	\$2,167.84	\$975.53
2016	79.0%				\$1,499.75	\$1,184.80	\$533.16	\$1,830.42	\$1,446.03	\$650.71	\$2,192.53	\$1,732.10	\$779.45
2015	75.5%				\$1,429.21	\$1,079.05	\$485.57	\$1,762.48	\$1,330.67	\$598.80	\$2,102.74	\$1,587.57	\$714.41
2014	72.0%				\$1,266.54	\$911.91	\$410.36	\$1,530.86	\$1,102.22	\$496.00	\$1,846.81	\$1,329.70	\$598.37
2013	68.5%				\$1,025.96	\$702.78	\$316.25	\$1,238.73	\$848.53	\$381.84	\$1,494.53	\$1,023.75	\$460.69
2012	65.0%				\$800.94	\$520.61	\$234.27	\$963.34	\$626.17	\$281.78	\$1,167.00	\$758.55	\$341.35
2011	61.5%				\$1,065.38	\$655.21	\$294.84	\$1,286.00	\$790.89	\$355.90	\$1,557.34	\$957.76	\$430.99
2010	58.0%				\$938.40	\$544.27	\$244.92	\$1,131.87	\$656.48	\$295.42	\$1,371.42	\$795.42	\$357.94
2009	54.5%				\$1,109.29	\$604.56	\$272.05	\$1,339.51	\$730.03	\$328.51	\$1,621.69	\$883.82	\$397.72
2008	51.0%				\$992.57	\$506.21	\$227.79	\$1,199.36	\$611.67	\$275.25	\$1,454.13	\$741.61	\$333.72
2007	47.5%				\$948.97	\$450.76	\$202.84	\$1,163.80	\$552.81	\$248.76	\$1,410.79	\$670.13	\$301.56
2006	44.0%				\$987.85	\$434.65	\$195.59	\$1,212.65	\$533.57	\$240.11	\$1,470.95	\$647.22	\$291.25
2005	40.5%		\$271.90	\$122.36	\$954.48	\$386.56	\$173.95	\$1,186.52	\$480.54	\$216.24	\$1,425.61	\$577.37	\$259.82
2004	37.0%		\$238.93	\$107.52	\$784.37	\$290.22	\$130.60	\$974.89	\$360.71	\$162.32	\$1,215.63	\$449.78	\$202.40
2003	33.5%		\$202.12	\$90.95	\$784.37	\$262.76	\$118.24	\$974.89	\$326.59	\$146.97	\$1,215.63	\$407.24	\$183.26
2002	30.0%		\$167.69	\$75.46	\$784.37	\$235.31	\$105.89	\$974.89	\$292.47	\$131.61	\$1,215.63	\$364.69	\$164.11
2001	26.5%		\$139.77	\$62.90	\$846.31	\$224.27	\$100.92	\$1,048.53	\$277.86	\$125.04	\$1,299.13	\$344.27	\$154.92
2000	23.0%	\$617.95	\$111.48	\$50.17	\$904.99	\$208.15	\$93.67	\$1,116.01	\$256.68	\$115.51	\$1,387.64	\$319.16	\$143.62
1999	19.5%	\$589.96	\$89.66	\$40.35	\$887.53	\$173.07	\$77.88	\$1,085.89	\$211.75	\$95.29	\$1,353.42	\$263.92	\$118.76
1998	MINIMUM	\$546.26	\$75.08	\$33.79	\$821.79	\$50.00	\$22.50	\$1,005.45	\$50.00	\$22.50	\$1,253.17	\$50.00	\$22.50
1997	MINIMUM	\$500.57	\$50.00	\$22.50	\$755.18	\$50.00	\$22.50	\$909.96	\$50.00	\$22.50	\$1,131.03	\$50.00	\$22.50
Prior to 1997	MINIMUM		\$50.00	\$22.50		\$50.00	\$22.50		\$50.00	\$22.50		\$50.00	\$22.50

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APPENDIX B - 2022 PRICE LIST JOINT OWNERSHIP AGREEMENT PAGE 2 OF 7

PAGE 2		45' Wood Pole			5	0' Wood Pole		5	5' Wood Pole		6	0' Wood Pole	
		ORIG.	DEPR.		ORIG.	DEPR.		ORIG.	DEPR.		ORIG.	DEPR.	
Year	%	VALUE	VALUE	45%	VALUE	VALUE	45%	VALUE	VALUE	45%	VALUE	VALUE	45%
2022	100.0%	\$6,397.26	\$6,397.26	\$2,878.77	\$7,676.72	\$7,676.72	\$3,454.52	\$9,212.06	\$9,212.06	\$4,145.43	\$11,054.47	\$11,054.47	\$4,974.51
2021	96.5%	\$6,425.44	\$6,200.55	\$2,790.25	\$7,710.53	\$7,440.66	\$3,348.30	\$9,252.63	\$8,928.79	\$4,017.96	\$11,103.16	\$10,714.55	\$4,821.55
2020	93.0%	\$4,796.19	\$4,460.46	\$2,007.21	\$5,755.43	\$5,352.55	\$2,408.65	\$6,906.51	\$6,423.06	\$2,890.38	\$8,287.81	\$7,707.67	\$3,468.45
2019	89.5%	\$3,937.45	\$3,524.02	\$1,585.81	\$4,724.94	\$4,228.82	\$1,902.97	\$5,669.93	\$5,074.59	\$2,283.57	\$6,803.91	\$6,089.50	\$2,740.28
2018	86.0%	\$3,882.07	\$3,338.58	\$1,502.36	\$4,658.48	\$4,006.30	\$1,802.84	\$5,590.18	\$4,807.55	\$2,163.40	\$6,708.22	\$5,769.06	\$2,596.08
2017	82.5%	\$3,284.61	\$2,709.81	\$1,219.41	\$3,941.53	\$3,251.77	\$1,463.30	\$4,729.84	\$3,902.12	\$1,755.95	\$5,675.81	\$4,682.54	\$2,107.14
2016	79.0%	\$2,608.23	\$2,060.50	\$927.23	\$3,402.79	\$2,688.20	\$1,209.69	\$4,130.85	\$3,263.37	\$1,468.52	\$4,984.22	\$3,937.53	\$1,771.89
2015	75.5%	\$2,513.79	\$1,897.91	\$854.06	\$3,259.38	\$2,460.83	\$1,107.37	\$3,982.03	\$3,006.43	\$1,352.89	\$4,793.73	\$3,619.27	\$1,628.67
2014	72.0%	\$2,182.64	\$1,571.50	\$707.18	\$2,854.91	\$2,055.54	\$924.99	\$3,482.64	\$2,507.50	\$1,128.38	\$4,178.73	\$3,008.69	\$1,353.91
2013	68.5%	\$1,761.63	\$1,206.72	\$543.02	\$2,330.79	\$1,596.59	\$718.47	\$2,838.23	\$1,944.19	\$874.89	\$3,396.86	\$2,326.85	\$1,047.08
2012	65.0%	\$1,368.80	\$889.72	\$400.37	\$1,823.65	\$1,185.37	\$533.42	\$2,222.79	\$1,444.81	\$650.16	\$2,600.24	\$1,690.16	\$760.57
2011	61.5%	\$1,840.42	\$1,131.86	\$509.34	\$2,387.94	\$1,468.58	\$660.86	\$2,924.88	\$1,798.80	\$809.46	\$3,521.43	\$2,165.68	\$974.56
2010	58.0%	\$1,618.42	\$938.68	\$422.41	\$2,110.72	\$1,224.22	\$550.90	\$2,584.13	\$1,498.80	\$674.46	\$3,108.22	\$1,802.77	\$811.25
2009	54.5%	\$1,917.89	\$1,045.25	\$470.36	\$2,481.84	\$1,352.60	\$608.67	\$3,040.62	\$1,657.14	\$745.71	\$3,662.59	\$1,996.11	\$898.25
2008	51.0%	\$1,722.84	\$878.65	\$395.39	\$2,215.98	\$1,130.15	\$508.57	\$2,722.52	\$1,388.49	\$624.82	\$3,289.19	\$1,677.49	\$754.87
2007	47.5%	\$1,670.25	\$793.37	\$357.02	\$2,098.87	\$996.96	\$448.63	\$2,579.81	\$1,225.41	\$551.43	\$3,094.64	\$1,469.95	\$661.48
2006	44.0%	\$1,746.48	\$768.45	\$345.80	\$2,173.43	\$956.31	\$430.34	\$2,678.98	\$1,178.75	\$530.44	\$3,225.29	\$1,419.13	\$638.61
2005	40.5%	\$1,705.43	\$690.70	\$310.82	\$2,118.77	\$858.10	\$386.15	\$2,610.19	\$1,057.13	\$475.71	\$3,160.65	\$1,280.06	\$576.03
2004	37.0%	\$1,471.43	\$544.43	\$244.99	\$1,910.07	\$706.73	\$318.03	\$2,211.40	\$818.22	\$368.20	\$2,802.88	\$1,037.07	\$466.68
2003	33.5%	\$1,471.43	\$492.93	\$221.82	\$1,910.07	\$639.87	\$287.94	\$2,211.40	\$740.82	\$333.37	\$2,802.88	\$938.96	\$422.53
2002	30.0%	\$1,471.43	\$441.43	\$198.64	\$1,910.07	\$573.02	\$257.86	\$2,211.40	\$663.42	\$298.54	\$2,802.88	\$840.86	\$378.39
2001	26.5%	\$1,556.27	\$412.41	\$185.58	\$2,032.70	\$538.67	\$242.40	\$2,352.72	\$623.47	\$280.56	\$2,883.44	\$764.11	\$343.85
2000	23.0%	\$1,656.62	\$381.02	\$171.46	\$2,116.14	\$486.71	\$219.02	\$2,496.29	\$574.15	\$258.37	\$3,535.82	\$813.24	\$365.96
1999	19.5%	\$1,624.84	\$316.84	\$142.58	\$2,057.19	\$401.15	\$180.52	\$2,463.08	\$480.30	\$216.14	\$3,445.57	\$671.89	\$302.35
1998	MINIMUM	\$1,504.48	\$50.00	\$22.50	\$1,904.81	\$50.00	\$22.50	\$2,280.63	\$50.00	\$22.50	\$3,190.34	\$50.00	\$22.50
1997	MINIMUM	\$1,391.14	\$50.00	\$22.50	\$1,760.46	\$50.00	\$22.50	\$2,082.84	\$50.00	\$22.50	\$2,771.25	\$50.00	\$22.50
Prior to 1997	MINIMUM		\$50.00	\$22.50		\$50.00	\$22.50		\$50.00	\$22.50		\$50.00	\$22.50

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APPENDIX B - 2022 PRICE LIST JOINT OWNERSHIP AGREEMENT PAGE 3 OF 7

PAGE 3			65' Wood Pole		7	0' Wood Pole		7	5' Wood Pole		8	0' Wood Pole	
		ORIG.	DEPR.		ORIG.	DEPR.		ORIG.	DEPR.		ORIG.	DEPR.	
Year	%	VALUE	VALUE	45%	VALUE	VALUE	45%	VALUE	VALUE	45%	VALUE	VALUE	45%
2022	100.0%	\$13,265.37	\$13,265.37	\$5,969.42	\$15,918.44	\$15,918.44	\$7,163.30	\$19,102.13	\$19,102.13	\$8,595.96	\$20,630.30	\$20,630.30	\$9,283.64
2021	96.5%	\$13,323.79	\$12,857.46	\$5,785.86	\$15,988.55	\$15,428.95	\$6,943.03	\$19,186.26	\$18,514.74	\$8,331.63	\$20,721.16	\$19,995.92	\$8,998.16
2020	93.0%	\$9,945.38	\$9,249.20	\$4,162.14	\$11,934.45	\$11,099.04	\$4,994.57	\$14,321.34	\$13,318.85	\$5,993.48	\$15,467.05	\$14,384.36	\$6,472.96
2019	89.5%	\$8,164.70	\$7,307.40	\$3,288.33	\$9,797.64	\$8,768.88	\$3,946.00	\$11,757.16	\$10,522.66	\$4,735.20	\$12,697.74	\$11,364.47	\$5,114.01
2018	86.0%	\$8,049.86	\$6,922.88	\$3,115.30	\$9,659.83	\$8,307.45	\$3,738.35	\$11,591.80	\$9,968.94	\$4,486.02	\$12,519.14	\$10,766.46	\$4,844.91
2017	82.5%	\$6,810.97	\$5,619.05	\$2,528.57	\$8,173.17	\$6,742.86	\$3,034.29	\$9,807.80	\$8,091.44	\$3,641.15	\$10,592.42	\$8,738.75	\$3,932.44
2016	79.0%	\$6,196.09	\$4,894.91	\$2,202.71	\$7,517.29	\$5,938.66	\$2,672.40	\$8,934.31	\$7,058.10	\$3,176.15	\$9,554.44	\$7,548.01	\$3,396.60
2015	75.5%	\$5,992.76	\$4,524.53	\$2,036.04	\$7,275.99	\$5,493.37	\$2,472.02	\$8,634.17	\$6,518.80	\$2,933.46	\$9,106.75	\$6,875.60	\$3,094.02
2014	72.0%	\$5,244.37	\$3,775.95	\$1,699.18	\$6,307.93	\$4,541.71	\$2,043.77	\$7,446.36	\$5,361.38	\$2,412.62	\$8,001.39	\$5,761.00	\$2,592.45
2013	68.5%	\$4,256.28	\$2,915.55	\$1,312.00	\$5,036.31	\$3,449.87	\$1,552.44	\$5,899.78	\$4,041.35	\$1,818.61	\$6,368.89	\$4,362.69	\$1,963.21
2012	65.0%	\$3,177.30	\$2,065.25	\$929.36	\$3,879.53	\$2,521.69	\$1,134.76	\$4,511.04	\$2,932.18	\$1,319.48	\$4,893.42	\$3,180.72	\$1,431.32
2011	61.5%	\$4,460.14	\$2,742.99	\$1,234.35	\$5,345.95	\$3,287.76	\$1,479.49	\$6,317.25	\$3,885.11	\$1,748.30	\$6,792.58	\$4,177.44	\$1,879.85
2010	58.0%	\$3,937.89	\$2,283.98	\$1,027.79	\$4,677.28	\$2,712.82	\$1,220.77	\$5,505.61	\$3,193.25	\$1,436.96	\$5,934.73	\$3,442.14	\$1,548.96
2009	54.5%	\$4,638.26	\$2,527.85	\$1,137.53	\$5,585.55	\$3,044.12	\$1,369.85	\$6,613.49	\$3,604.35	\$1,621.96	\$7,102.02	\$3,870.60	\$1,741.77
2008	51.0%	\$4,197.78	\$2,140.87	\$963.39	\$5,038.05	\$2,569.41	\$1,156.23	\$5,968.97	\$3,044.17	\$1,369.88	\$6,415.83	\$3,272.07	\$1,472.43
2007	47.5%	\$3,823.22	\$1,816.03	\$817.21									
2006	44.0%	\$3,863.41	\$1,699.90	\$764.96									
2005	40.5%												
2004	37.0%												
2003	33.5%												
2002	30.0%												
2001	26.5%												
2000	23.0%												
1999	19.5%												
1998	MINIMUM	\$3,774.05	\$50.00	\$22.50		\$50.00	\$22.50		\$50.00	\$22.50		\$50.00	\$22.50
1997	MINIMUM	\$3,494.49	\$50.00	\$22.50	\$3,735.50	\$50.00	\$22.50		\$50.00	\$22.50		\$50.00	\$22.50
Prior to			A	• • • • • •		*	.		•			•	• • • • • •
1997	MINIMUM		\$50.00	\$22.50		\$50.00	\$22.50		\$50.00	\$22.50		\$50.00	\$22.50

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APPENDIX B - 2022 PRICE LIST JOINT OWNERSHIP AGREEMENT PAGE 4 OF 7

PAGE 4			85' Wood Pole			90' Wood Pole			95' Wood Pole		1	00' Wood Pole	
		ORIG.	DEPR.		ORIG.	DEPR.		ORIG.	DEPR.		ORIG.	DEPR.	
Year	%	VALUE	VALUE	45%									
2022	100.0%	\$22,280.72	\$22,280.72	\$10,026.32	\$24,063.18	\$24,063.18	\$10,828.43	\$25,988.24	\$25,988.24	\$11,694.71	\$28,067.29	\$28,067.29	\$12,630.28
2021	96.5%	\$22,378.85	\$21,595.59	\$9,718.02	\$24,169.16	\$23,323.24	\$10,495.46	\$26,102.69	\$25,189.10	\$11,335.10	\$28,190.91	\$27,204.23	\$12,241.90
2020	93.0%	\$16,704.41	\$15,535.11	\$6,990.80	\$18,040.77	\$16,777.91	\$7,550.06	\$19,484.03	\$18,120.15	\$8,154.07	\$21,042.75	\$19,569.76	\$8,806.39
2019	89.5%	\$13,713.55	\$12,273.63	\$5,523.13	\$14,810.64	\$13,255.52	\$5,964.98	\$15,995.49	\$14,315.96	\$6,442.18	\$17,275.13	\$15,461.24	\$6,957.56
2018	86.0%	\$13,520.67	\$11,627.78	\$5,232.50	\$14,602.32	\$12,558.00	\$5,651.10	\$15,770.51	\$13,562.64	\$6,103.19	\$17,032.15	\$14,647.65	\$6,591.44
2017	82.5%	\$11,439.82	\$9,437.85	\$4,247.03	\$12,355.00	\$10,192.88	\$4,586.80	\$13,343.40	\$11,008.31	\$4,953.74	\$14,410.88	\$11,888.97	\$5,350.04
2016	79.0%	\$10,183.93	\$8,045.30	\$3,620.39	\$10,993.97	\$8,685.24	\$3,908.36	\$11,429.80	\$9,029.54	\$4,063.29	\$12,672.60	\$10,011.35	\$4,505.11
2015	75.5%	\$9,793.07	\$7,393.77	\$3,327.20	\$10,629.05	\$8,024.93	\$3,611.22	\$11,062.97	\$8,352.54	\$3,758.64	\$12,281.32	\$9,272.40	\$4,172.58
2014	72.0%	\$8,553.97	\$6,158.86	\$2,771.49	\$9,265.13	\$6,670.89	\$3,001.90	\$9,690.27	\$6,976.99	\$3,139.65	\$10,711.27	\$7,712.11	\$3,470.45
2013	68.5%	\$6,835.56	\$4,682.36	\$2,107.06	\$7,460.80	\$5,110.65	\$2,299.79	\$8,038.36	\$5,506.28	\$2,477.83	\$8,649.18	\$5,924.69	\$2,666.11
2012	65.0%	\$5,048.85	\$3,281.75	\$1,476.79	\$5,561.82	\$3,615.18	\$1,626.83	\$6,268.20	\$4,074.33	\$1,833.45	\$6,445.86	\$4,189.81	\$1,885.41
2011	61.5%	\$7,280.95	\$4,477.78	\$2,015.00	\$7,900.37	\$4,858.73	\$2,186.43	\$8,494.34	\$5,224.02	\$2,350.81	\$9,123.07	\$5,610.69	\$2,524.81
2010	58.0%	\$6,376.82	\$3,698.56	\$1,664.35	\$6,948.82	\$4,030.32	\$1,813.64	\$7,474.54	\$4,335.23	\$1,950.85	\$8,034.73	\$4,660.14	\$2,097.06
2009	54.5%	\$7,603.24	\$4,143.77	\$1,864.70	\$8,232.04	\$4,486.46	\$2,018.91	\$8,848.93	\$4,822.67	\$2,170.20	\$9,499.65	\$5,177.31	\$2,329.79
2008	51.0%	\$6,225.59	\$3,175.05	\$1,428.77	\$7,458.90	\$3,804.04	\$1,711.82	\$8,019.38	\$4,089.88	\$1,840.45	\$9,620.23	\$4,906.32	\$2,207.84
2007	47.5%										\$8,524.31	\$4,049.05	\$1,822.07
2006	44.0%										\$9,145.76	\$4,024.13	\$1,810.86
2005	40.5%												
2004	37.0%												
2003	33.5%												
2002	30.0%												
2001	26.5%												
2000	23.0%												
1999	19.5%												
1998	MINIMUM		\$50.00	\$22.50		\$50.00	\$22.50		\$50.00	\$22.50		\$50.00	\$22.50
1997	MINIMUM		\$50.00	\$22.50		\$50.00	\$22.50		\$50.00	\$22.50		\$50.00	\$22.50
Prior to 1997	MINIMUM		\$50.00	\$22.50		\$50.00	\$22.50		\$50.00	\$22.50		\$50.00	\$22.50

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APPENDIX B - 2022 PRICE LIST JOINT OWNERSHIP AGREEMENT PAGE 5 OF 7

		105' Wood Pole							
		ORIG.	DEPR.						
Year	%	VALUE	VALUE	45%					
2022	100.0%	\$30,312.68	\$30,312.68	\$13,640.71					
2021	96.5%	\$30,446.18	\$29,380.56	\$13,221.25					
2020	93.0%	\$22,726.17	\$21,135.34	\$9,510.90					
2019	89.5%	\$18,657.14	\$16,698.14	\$7,514.16					
2018	86.0%	\$18,394.72	\$15,819.46	\$7,118.76					
2017	82.5%	\$15,563.75	\$12,840.09	\$5,778.04					
2016	79.0%	\$11,755.67	\$9,286.98	\$4,179.14					
2015	75.5%	\$11,364.39	\$8,580.11	\$3,861.05					
2014	72.0%	\$10,256.31	\$7,384.54	\$3,323.04					
2013	68.5%	\$9,221.23	\$6,316.54	\$2,842.44					
2012	65.0%	\$6,477.59	\$4,210.43	\$1,894.69					
2011	61.5%	\$9,606.77	\$5,908.16	\$2,658.67					
2010	58.0%	\$8,514.18	\$4,938.22	\$2,222.20					
2009	54.5%	\$9,970.63	\$5,433.99	\$2,445.30					
2008	51.0%	\$10,328.11	\$5,267.34	\$2,370.30					
2007	47.5%	\$9,453.79	\$4,490.55	\$2,020.75					
2006	44.0%	\$9,624.37	\$4,234.72	\$1,905.62					
2005	40.5%								
2004	37.0%								
2003	33.5%								
2002	30.0%								
2001	26.5%								
2000	23.0%								
1999	19.5%								
1998	MINIMUM		\$50.00	\$22.50					
1997	MINIMUM		\$50.00	\$22.50					
Prior to 1997	MINIMUM		\$50.00	\$22.50					

Resolution No. _____ Attachment 1 Page 27 of 31

APPENDIX B - 2022 PRICE LIST JOINT OWNERSHIP AGREEMENT PAGE 6 OF 7

PAGE 0		35'	Fiberglass Po	le	45'	Fiberglass Po	le	50'	Fiberglass Pol	e	55'	Fiberglass Pol	e
		ORIG.	DEPR.		ORIG.	DEPR.		ORIG.	DEPR.		ORIG.	DEPR.	
Year	%	VALUE	VALUE	45%	VALUE	VALUE	45%	VALUE	VALUE	45%	VALUE	VALUE	45%
2022	100.0%	\$5,460.03	\$5,460.03	\$2,457.01	\$8,531.30	\$8,531.30	\$3,839.09	\$10,237.56	\$10,237.56	\$4,606.90	\$12,285.08	\$12,285.08	\$5,528.29
2021	96.5%	\$5,430.93	\$5,240.85	\$2,358.38	\$8,485.83	\$8,188.82	\$3,684.97	\$10,182.99	\$9,826.59	\$4,421.97	\$10,182.99	\$9,826.59	\$4,421.97
2020	93.0%	\$4,213.88	\$3,918.91	\$1,763.51	\$6,584.19	\$6,123.30	\$2,755.49	\$7,901.03	\$7,347.96	\$3,306.58	\$7,901.03	\$7,347.96	\$3,306.58
2019	89.5%	\$3,686.78	\$3,299.67	\$1,484.85	\$5,760.60	\$5,155.73	\$2,320.08	\$6,912.72	\$6,186.88	\$2,784.10	\$6,912.72	\$6,186.88	\$2,784.10
2018	86.0%	\$3,430.20	\$2,949.97	\$1,327.49	\$5,359.68	\$4,609.32	\$2,074.19	\$6,431.62	\$5,531.19	\$2,489.04	\$6,431.62	\$5,531.19	\$2,489.04
2017	82.5%	\$3,584.67	\$2,957.35	\$1,330.81	\$5,601.05	\$4,620.86	\$2,079.39	\$6,721.26	\$5,545.04	\$2,495.27	\$6,721.26	\$5,545.04	\$2,495.27
2016	79.0%	\$3,221.84	\$2,545.25	\$1,145.36	\$4,521.17	\$3,571.72	\$1,607.27	\$5,149.07	\$4,067.77	\$1,830.50	\$5,149.07	\$4,067.77	\$1,830.50
2015	75.5%	\$3,166.41	\$2,390.64	\$1,075.79	\$4,385.63	\$3,311.15	\$1,490.02	\$5,225.81	\$3,945.49	\$1,775.47	\$5,225.81	\$3,945.49	\$1,775.47
2014	72.0%	\$2,630.99	\$1,894.31	\$852.44	\$3,936.12	\$2,834.01	\$1,275.30	\$4,194.50	\$3,020.04	\$1,359.02	\$4,194.50	\$3,020.04	\$1,359.02
2013	68.5%	\$2,984.53	\$2,044.40	\$919.98	\$3,515.10	\$2,407.84	\$1,083.53	\$4,613.86	\$3,160.49	\$1,422.22	\$4,613.86	\$3,160.49	\$1,422.22
2012	65.0%	\$2,223.05	\$1,444.98	\$650.24	\$2,995.32	\$1,946.96	\$876.13	\$3,444.62	\$2,239.00	\$1,007.55	\$3,444.62	\$2,239.00	\$1,007.55
2011	61.5%	\$2,154.47	\$1,325.00	\$596.25	\$3,352.76	\$2,061.95	\$927.88	\$4,125.50	\$2,537.18	\$1,141.73	\$4,125.50	\$2,537.18	\$1,141.73
2010	58.0%	\$2,100.65	\$1,218.38	\$548.27	\$2,518.61	\$1,460.79	\$657.36	\$3,696.16	\$2,143.77	\$964.70	\$3,696.16	\$2,143.77	\$964.70
2009	54.5%	\$2,549.72	\$1,389.60	\$625.32	\$2,802.15	\$1,527.17	\$687.23	\$4,039.21	\$2,201.37	\$990.62	\$4,039.21	\$2,201.37	\$990.62
2008	51.0%	\$1,983.22	\$1,011.44	\$455.15	\$2,730.44	\$1,392.52	\$626.63	\$3,729.63	\$1,902.11	\$855.95	\$3,729.63	\$1,902.11	\$855.95
2007	47.5%	\$3,368.39	\$1,599.99	\$720.00	\$2,482.15	\$1,179.02	\$530.56	\$3,228.88	\$1,533.72	\$690.17	\$3,228.88	\$1,533.72	\$690.17
2006	44.0%	\$2,900.39	\$1,276.17	\$574.28	\$2,774.24	\$1,220.67	\$549.30	\$3,718.42	\$1,636.10	\$736.25	\$3,718.42	\$1,636.10	\$736.25
2005	40.5%	\$2,075.62	\$840.63	\$378.28	\$2,787.40	\$1,128.90	\$508.01	\$3,744.27	\$1,516.43	\$682.39	\$3,744.27	\$1,516.43	\$682.39
2004	37.0%	\$1,840.90	\$681.13	\$306.51	\$2,290.78	\$847.59	\$381.42	\$2,782.54	\$1,029.54	\$463.29	\$2,782.54	\$1,029.54	\$463.29
2003	33.5%	\$1,840.90	\$616.70	\$277.52	\$2,290.78	\$767.41	\$345.33	\$2,782.54	\$932.15	\$419.47	\$2,782.54	\$932.15	\$419.47
2002	30.0%	\$1,840.90	\$552.27	\$248.52	\$2,290.78	\$687.23	\$309.25	\$2,782.54	\$834.76	\$375.64	\$2,782.54	\$834.76	\$375.64
2001	26.5%												
2000	23.0%												
1999	19.5%												
1998	MINIMUM		\$50.00	\$22.50		\$50.00	\$22.50		\$50.00	\$22.50		\$50.00	\$22.50
1997	MINIMUM		\$50.00	\$22.50		\$50.00	\$22.50		\$50.00	\$22.50		\$50.00	\$22.50
Prior to 1997	MINIMUM		\$50.00	\$22.50		\$50.00	\$22.50		\$50.00	\$22.50		\$50.00	\$22.50

Resolution No. _____ Attachment 1 Page 28 of 31

APPENDIX B - 2022 PRICE LIST JOINT OWNERSHIP AGREEMENT PAGE 7 OF 7

BARE POLE PRICES

<u>Size (ft)</u>	Type	Bare Pole	2022 Ziply Share (45%)
25	Wood		No Longer Offered
30	Wood	\$425.36	\$191.41
35	Wood	\$556.62	\$250.48
40	Wood	\$634.54	\$285.54
45	Wood	\$788.46	\$354.81
50	Wood	\$1,092.98	\$491.84
55	Wood	\$1,242.56	\$559.15
60	Wood	\$1,449.60	\$652.32
65	Wood	\$1,730.67	\$778.80
70	Wood	\$2,014.64	\$906.59
75	Wood	\$2,076.46	\$934.41
80	Wood	\$2,343.62	\$1,054.63
85	Wood	\$2,741.15	\$1,233.52
90	Wood	\$3,065.54	\$1,379.49
95	Wood	\$3,451.98	\$1,553.39
100	Wood	\$3,133.58	\$1,410.11
110	Wood	\$2,460.45	\$1,107.20
35	Non-Wood	\$1,491.17	\$671.03
45	Non-Wood	\$2,234.51	\$1,005.53
50	Non-Wood	\$2,486.90	\$1,119.11
55	Non-Wood	\$3,913.00	\$1,760.85

Resolution No. _____ Attachment 1 Page 29 of 31

Appendix C Third Party Attachments

On October 1, 2022, Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation ("District"), and Northwest Fiber, LLC, a Delaware limited liability company, d/b/a Ziply Fiber ("Ziply Fiber") entered into an Agreement for Joint Ownership of Utility Poles ("Agreement") concerning the joint ownership of certain utility poles located throughout the District's utility service area in Snohomish County and Island County, Washington. This Appendix C is in incorporated by reference into the Agreement under Section 12.03 of the Agreement.

- 1. Application Criteria
- 1.1 Ziply grants the District sole discretion to process and approve/deny third party attachments in the unallocated buffer on Jointly Owned Poles. The District shall consider only those requests for attachments that meet the following criteria:
 - 1.1.1 Are for a legitimate business or public purpose;
 - 1.1.2 Are subject to all applicable local, state and federal laws and regulations;
 - 1.1.3 Shall not interfere with the operation of the District's or Ziply's existing facilities;
 - 1.1.4 Shall not adversely affect the strength and structural integrity of the Jointly Owned Pole;
 - 1.1.5 Shall not infringe upon the use of the Jointly Owned Pole by either District or Ziply unless as authorized by law or elsewhere under the Agreement; and
 - 1.1.6 Will be attached in strict accordance with the District's Construction Standards, National Electrical Safety Code, and applicable Washington State laws and regulations.
- 2. Field Survey
- 2.1 The District shall be responsible for all field survey duties for any third party request to place attachments in the unallocated buffer on Jointly Owned Poles. Ziply may survey third party attachments to ensure attachments in the unallocated buffer meet the criteria in Section 1.
- 2.2 When the District becomes aware that a third party attachment is non-compliant with the criteria in Section 1, the District shall notify the third party within thirty (30) days thereafter and request that the third party correct the non-compliance within sixty (60) days. If the non-compliance has not been corrected within the sixty (60) days period, the District or Ziply may have the work performed by a qualified contractor and bill the third party for all costs (including but not limited to administrative fees) to the extent permitted by the applicable District or Ziply contract with the third party. In instances where a non-compliance will immediately arrange for the repair, disconnection, or isolation of the non-compliant attachment, and may pursue reimbursement from the third party to the extent permitted by the applicable contract with the third party.

- 2.3 All attachments on Jointly Owned Poles will be subject to annual contact fees as individually set by the District and Ziply.
- 2.4 All make ready work associated with a third party attachment application request required to ensure proper clearances and adherence to Construction Standards shall be subject to the make ready fees and procedures specified in the applicable District or Ziply contract with the third party.
- 2.5 It is the responsibility of the third party submitting attachment application to make arrangements with Ziply for any make ready work required on the on Jointly Owned Pole(s) as defined by the District's field survey for attachments being placed in the unallocated buffer. Ziply shall bill all charges for such work directly to the third party.
- 2.6 If the field survey performed by the District demonstrates that there is not sufficient space to accommodate the proposed attachments of a third party within the unallocated buffer space and the third party desires to place its facilities within Ziply's designated space, the District and the third party will notify Ziply of the request to place attachments in Ziply's designated space on the Jointly Owned Pole(s) as described in Section 3.11 of the Agreement. The District shall not give permission for any attachments within Ziply's designated space on a Jointly Owned Pole. Ziply, however, may grant approval for a proposed attachments of a third party in Ziply's designated space, rearrange Ziply facilities, or determine that a taller pole must be installed to accommodate the proposed attachments.
- 2.7 The District shall notify Ziply when it gives permission for any third party to place attachments in the District's designated space on a Jointly Owned Pole. Ziply shall notify the District when it gives permission for any third party to place attachments in Ziply's designated space on a Jointly Owned Pole.
- 2.8 The District shall notify Ziply of all third party applications, approvals for third party attachments on Jointly Owned Poles, and all bootleg attachments it becomes aware of.
- 2.9 District records shall include all permitted third party attachments on a Jointly Owned Pole. Said records shall differentiate between attachments located in unallocated buffer space, common space and Ziply's designated space on a Jointly Owned Pole.



BUSINESS OF THE COMMISSION

Meeting Date: October 3, 2022

Agenda Item: 6B

TITLE

Consideration of a Resolution Authorizing Investment of District Monies in the Local Government Investment Pool

SUBMITTED FOR: Items for I	ndividual Consideration	
Finance	Angela M. Johnston	8301
Department	Contact	Extension
Date of Previous Briefing:	<u>May 27, 2014</u>	
Estimated Expenditure:		Presentation Planned
ACTION REQUIRED:		
 Decision Preparation Policy Discussion Policy Decision Statutory 	Incidental Mor (Information)	nitoring Report

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

Executive Limitation, EL-7(5) Asset Protection - The CEO/General Manager shall not allow corporate assets to be unprotected, inadequately maintained or unnecessarily risked. Accordingly, he or she shall not: ... Invest or hold operating capital in accounts or investments other than those permitted investments for the State of Washington.

On June 10, 2014, the Commission adopted Resolution 5681, which authorized the contribution and withdrawal of monies to the Local Government Investment Pool and approved the Transaction Authorization Form (Form). Resolution 5681 delegated authority to Glenn McPherson, the prior District Chief Financial Officer who retired in 2019, as the authorized individual to enact all amendments, changes, or alterations to the Form.

The attached Resolution includes an administrative change updating the authorized individual from "Glenn McPherson" to the "District's Chief Financial Officer." Replacing a named individual with the authorized executive title will reduce the need for similar administrative changes as leadership changes over time.

The attached Resolution also acknowledges that the Commission has received, read, and understands the LGIP prospectus.

List Attachments: Resolution Exhibit A Exhibit B Resolution No.

Exhibit A

LOCAL GOVERNMENT INVESTMENT POOL AUTHORIZATION FORM

Please fill out this form completely, including any existing information, as this form will replace the previous form.

Entity Name: PUBLIC UT	ILITY DISTRICT NO	D. 1 OF SNOH	IOMISH COUNTY, WASHINGTO	N
Mailing Address: 2320 C/	ALIFORNIA STREET	, PO BOX 110	07, EVERETT, WA 98206-1107	
Statement Delivery Option	18:			
EMAIL: TREASURY@SNO	OPUD.COM	D FA	X:	□ BOTH
Note: Statements can only h	be emailed to <mark>ONE</mark>	address due	e to system restrictions	
Bank account where funds				
Note: Funds <mark>will not</mark> be tra				
	insferred to any ac			
Note: Funds <mark>will not</mark> be tra Bank Name: US BANK	nsferred to any ac			
Note: Funds <mark>will not</mark> be tra Bank Name: US BANK Branch Location: USBKU	nsferred to any ac S441MT 125000105			
Note: Funds will not be tra Bank Name: US BANK Branch Location: USBKU Bank Routing Number:	nsferred to any ac S441MT 125000105 3501259953			
Note: Funds will not be tra Bank Name: US BANK Branch Location: USBKU Bank Routing Number: Accounting Number: 153	nsferred to any ac S441MT 125000105 3501259953			

By selecting "Yes" and by signing this form, I hereby authorize the WA Local Government Investment Pool to initiate credit entries to the account listed above. I acknowledge that the origination of ACH transactions to our account must comply with the provisions of U.S. law.

Persons authorized to make deposits and withdrawals for entity listed above.

Name:	Title:	Phone Number:	Signature:
LAUREN M WAY	DEPUTY TREASURER	425-783-8042	Jam Way
ALEXIS DICKIE	FINANCIAL ANALYST	425-783-8395	Oleins Dula
RICHARD PARRIS	ENERGY ACCOUNTANT/AUDITOR	425-783-8695	andfan
ANGELA M JOHNSTON	TREASURER	425-783-8301	Achila
J SCOTT JONES	CHIEF FINANCIAL OFFICER	425-783-8356	Rat
			V

Online TM\$ Access: ☑ Yes □ No

If you selected yes, please complete the online section on page 2 If you selected no, skip the online access section Page 1 of 2

Resolution No.

Exhibit A **TM\$ Online Web Access**

Note: Only complete this section if anyone wishes to have online access. Each Full access LGIP person must also be listed on the Transaction Authorization Form. [Please do not fill out the greyed-out areas]

	Servi	ce Type:			Αςςοι	int Type:	OS	T Staff
Name: LAUREN WAY	Add	Delete	Modify	No Change	Full	View Only	UserID	App Date
Email: LMWAY@SNOPUD.COM					V			
Name: ALEXIS DICKIE	Add	Delete	Modify	No Change	Full	View Only	UserID	App Date
Email: ARDICKIE@SNOPUD.COM	V							
			·					
Name: RICHARD PARRIS	Add	Delete	Modify	No Change	Full	View Only	UserID	App Date
Email: RJPARRIS@SNOPUD.COM					Ľ			
Name: JAMES L HERRLING	Add	Delete	Modify	No Change	Full	View Only	UserID	App Date
Email: JLHERRLING@SNOPUD.COM		ľ						
Name: J SCOTT JONES	Add	Delete	Modify	No Change	Full	View Only	UserID	App Date
Email: JSJONES@SNOPUD.COM	2							
Name: ANGELA M JOHNSTON	Add	Delete	Modify	No Change	Full	View Only	UserID	App Date
Email: AMJOHNSTON@SNOPUD.COM								
						1		
Name:	Add	Delete	Modify	No Change	Full	View Only	UserID	App Date
Email:								

By signing below, I certify I am authorized to represent the institution/agency for the purpose of this transaction.

CHIEF FINANCIAL OFFICER	8/30/2022
(Title)	(Date)
JSJONES@SNOPUD.COM	425-783-8356
(E-mail address)	(Phone no.)
	(<i>Title</i>) JSJONES@SNOPUD.COM

Any changes to these instructions must be submitted in writing to the Office of the State Treasurer.

OFFICE OF THE STATE TREASURER <u>STACI.ASHE@TRE.WA.GOV</u> PHONE: (360) 902-9017 EAM: (260) 002-0044	Date Received: // Account Number: OK'd by:
FAX: (360) 902-9044	
State of Washington)ss. County ofss. Signed or attested before me by <u>JScott Jones</u> .	(For OST use only) 04/26/19
Dated this with day of September, 2022.	
Dated this wind day of Octronomy 2012. MO	
CIACIAN TICOME A CONEXA	IRE
Signature of Notary	
SEAL OR STAMP CINCLY L. MOOVE	
Typed or printed name of Notary	Page 2
Notary Public in and for the State of Wash.	NASH
MIQUE	
My appointment expires: 11312201250	

LOCAL GOVERNMENT

INVESTMENT POOL

Prospectus

August 2016



James L. McIntire

Washington State Treasurer

230/259

Contents

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I. The LGIP

The Local Government Investment Pool (the "LGIP") is an investment pool of public funds placed in the custody of the Office of the Washington State Treasurer (the "State Treasurer") for investment and reinvestment as defined by RCW 43.250.020. The purpose of the LGIP is to allow eligible governmental entities to participate with the state in the investment of surplus public funds, in a manner that optimizes liquidity and return on such funds. In establishing the LGIP, the legislature recognized that not all eligible governmental entities are able to maximize the return on their temporary surplus funds, and therefore it provided a mechanism whereby they may, at their option, utilize the resources of the State Treasurer to maximize the potential of their surplus funds while ensuring the liquidity of those funds.

The State Treasurer has established a sub-pool within the LGIP whose shares are offered by means of this Prospectus: The LGIP-Money Market Fund (the "LGIP-MMF" or the "Fund"). The State Treasurer has the authority to establish additional sub-pools in the future.

The Fund offered in this Prospectus seeks to provide current income by investing in high-quality, short term money market instruments. These standards are specific to the Fund, as illustrated in the following table. The LGIP-MMF offers daily contributions and withdrawals.

FUND SNAPSHOT

The table below provides a summary comparison of the Fund's investment types and sensitivity to interest rate risk. This current snapshot can be expected to vary over time.

Fund	Investment Types	Maximum Dollar-Weighted Average Maturity for LGIP-MMF
LGIP-Money Market Fund	Cash	60 days
Current Investments (as of July 1, 2016)	Bank Deposits US Treasury bills Repurchase agreements US Government agency obligations	

Fees and Expenses

Administrative Fee. The State Treasurer charges pool participants a fee representing administration and recovery costs associated with the operation of the Fund. The administrative fee accrues daily from pool participants' earnings prior to the earnings being posted to their account. The administrative fee will be paid monthly. In the event that there are no earnings, the administrative fee will be deducted from principal.

The chart below illustrates the operating expenses of the LGIP-MMF for past years, expressed in basis points as a percentage of fund assets.

				2009	2010	2011	2012	2013	2014	2015	2016
Total Operating Expenses				0.88	0.64	0.81	0.68	0.87	0.88	0.95	0.88

Local Government Investment Pool-MMF Operating Expenses by Fiscal Year (in Basis Points)

(1 basis point = 0.01%)

Because most of the expenses of the LGIP-MMF are fixed costs, the fee (expressed as a percentage of fund assets) will be affected by: (i) the amount of operating expenses; and (ii) the assets of the LGIP-MMF. The table below shows how the fee (expressed as a percentage of fund assets) would change as the fund assets change, assuming an annual fund operating expenses amount of \$950,000.

Fund Assets	\$8.0 bn	\$10.0 bn	\$12.0 bn
Total Operating Expenses (in Basis Points)	1.19	0.95	0.79

Portfolio Turnover: The Fund does not pay a commission or fee when it buys or sells securities (or "turns over" its portfolio). However, debt securities often trade with a bid/ask spread. Consequently, a higher portfolio turnover rate may generate higher transaction costs that could affect the Fund's performance.

II. Local Government Investment Pool – Money Market Fund

Investment Objective

The LGIP-MMF will seek to effectively maximize yield while maintaining liquidity and a stable net asset value per share, e.g., all contributions will be transacted at \$1.00 net asset value per share.

Principal Investment Strategies

The LGIP-MMF will seek to invest primarily in high-quality, short term money market instruments. Typically, at least 55% of the Fund's assets will be invested in US government securities and repurchase agreements collateralized by those securities. The LGIP-MMF means a sub-pool of the LGIP whose investments will primarily be money market instruments. The LGIP-MMF will only invest in eligible investments permitted by state law. The LGIP portfolio will be managed to meet the portfolio maturity, quality, diversification and liquidity requirements set forth in GASB 79 for external investment pools who wish to measure, for financial reporting purposes, all of their investments at amortized cost. Investments of the LGIP-MMF will conform to the LGIP Investment Policy, the most recent version of which will be posted on the LGIP website and will be available upon request.

Principal Risks of Investing in the LGIP-Money Market Fund

Counterparty Credit Risk. A party to a transaction involving the Fund may fail to meet its obligations. This could cause the Fund to lose the benefit of the transaction or prevent the Fund from selling or buying other securities to implement its investment strategies.

Interest Rate Risk. The LGIP-MMF's income may decline when interest rates fall. Because the Fund's income is based on short-term interest rates, which can fluctuate significantly over short periods, income risk is expected to

be high. In addition, interest rate increases can cause the price of a debt security to decrease and even lead to a loss of principal.

Liquidity Risk. Liquidity risk is the risk that the Fund will experience significant net withdrawals of Fund shares at a time when it cannot find willing buyers for its portfolio securities or can only sell its portfolio securities at a material loss.

Management Risk. Poor security selection or an ineffective investment strategy could cause the LGIP-MMF to underperform relevant benchmarks or other funds with a similar investment objective.

Issuer Risk. The LGIP-MMF is subject to the risk that debt issuers and other counterparties may not honor their obligations. Changes in an issuer's credit rating (e.g., a rating downgrade) or the market's perception of an issuer's creditworthiness could also affect the value of the Fund's investment in that issuer. The degree of credit risk depends on both the financial condition of the issuer and the terms of the obligation. Also, a decline in the credit quality of an issuer can cause the price of a money market security to decrease.

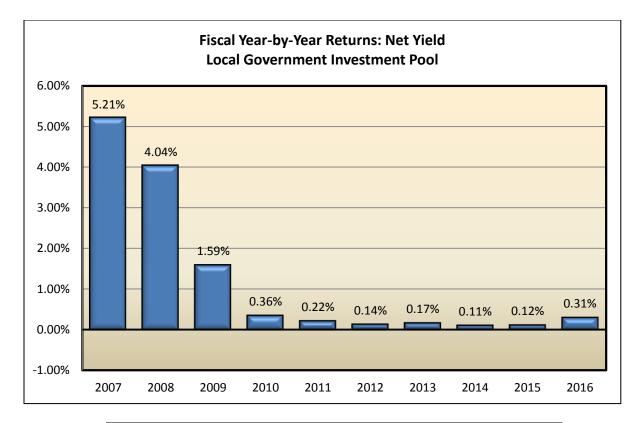
Securities Lending Risk and Reverse Repurchase Agreement Risk. The LGIP-MMF may engage in securities lending or in reverse repurchase agreements. Securities lending and reverse repurchase agreements involve the risk that the Fund may lose money because the borrower of the Fund's securities fails to return the securities in a timely manner or at all or the Fund's lending agent defaults on its obligations to indemnify the Fund, or such obligations prove unenforceable. The Fund could also lose money in the event of a decline in the value of the collateral provided for loaned securities or a decline in the value of any investments made with cash collateral.

Risks Associated with use of Amortized Cost. The use of amortized cost valuation means that the LGIP-MMF's share price may vary from its market value NAV per share. In the unlikely event that the State Treasurer were to determine that the extent of the deviation between the Fund's amortized cost per share and its market-based NAV per share may result in material dilution or other unfair results to shareholders, the State Treasurer may cause the Fund to take such action as it deems appropriate to eliminate or reduce to the extent practicable such dilution or unfair results.

An investment in the LGIP-MMF is not a bank deposit and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Fund seeks to preserve the value of investments at \$1 per share, pool participants could lose money by investing in the LGIP-MMF. There is no assurance that the LGIP-MMF will achieve its investment objective.

Performance

The following information is intended to address the risks of investing in the LGIP-MMF. The information illustrates changes in the performance of the LGIP-MMF's shares from year to year. Returns are based on past results and are not an indication of future performance. Updated performance information may be obtained on our website at *www.tre.wa.gov* or by calling the LGIP toll-free at 800-331-3284.



Local Government Investment Pool-Money Market Fund Average Accrued Net Yield						
1 Year 3 years 5 years 10 years						
0.31%	0.18%	0.17%	1.28%			

Transactions: LGIP-MMF

General Information

The minimum transaction size (contributions or withdrawals) for the LGIP-MMF will be five thousand dollars. The State Treasurer may, in its sole discretion, allow for transactions of less than five thousand dollars.

Valuing Shares

The LGIP-MMF will be operated using a net asset value (NAV) calculation based on the amortized cost of all securities held such that the securities will be valued at their acquisition cost, plus accrued income, amortized daily.

The Fund's NAV will be the value of a single share. NAV will normally be calculated as of the close of business of the NYSE, usually 4:00 p.m. Eastern time. If the NYSE is closed on a particular day, the Fund will be priced on the next day the NYSE is open.

NAV will not be calculated and the Fund will not process contributions and withdrawals submitted on days when the Fund is not open for business. The time at which shares are priced and until which contributions and withdrawals are accepted is specified below and may be changed as permitted by the State Treasurer.

To the extent that the LGIP-MMF's assets are traded in other markets on days when the Fund is not open for business, the value of the Fund's assets may be affected on those days. In addition, trading in some of the Fund's assets may not occur on days when the Fund is open for business.

Transaction Limitations

The State Treasurer reserves the right at its sole discretion to set a minimum and/or maximum transaction amount from the LGIP-MMF and to limit the number of transactions, whether contribution, withdrawal, or transfer permitted in a day or any other given period of time.

The State Treasurer also reserves the right at its sole discretion to reject any proposed contribution, and in particular to reject any proposed contribution made by a pool participant engaged in behavior deemed by the State Treasurer to be abusive of the LGIP-MMF.

A pool participant may transfer funds from one LGIP-MMF account to another subject to the same time and contribution limits as set forth in WAC 210.10.060.

Contributions deposited by ACH will be unavailable for withdrawal for a period of five business days following receipt of funds

Contributions

Pool participants may make contributions to the LGIP-MMF on any business day. All contributions will be effected by electronic funds to the account of the LGIP-MMF designated by the State Treasurer. It is the responsibility of each pool participant to pay any bank charges associated with such electronic transfers. Failure to submit funds by a pool participant after notification to the State Treasurer of an intended transfer will result in penalties. Penalties for failure to timely submit will be assessed to the account of the pool participant responsible.

Notice of Wire contribution. To ensure same day credit, a pool participant must inform the State Treasurer of any contribution over one million dollars no later than 9 a.m. on the same day the contribution is made. Contributions for one million dollars or less can be requested at any time prior to 10 a.m. on the day of contribution. For all other contributions over one million dollars that are requested prior to 10 a.m., a pool participant may receive same day credit at the sole discretion of the State Treasurer. Contributions that receive same day credit will count, for earnings rate purposes, as of the day in which the contribution was made. Contributions for which no notice is received prior to 10:00 a.m. will be credited as of the following business day.

Notice of ACH contribution. A pool participant must inform the State Treasurer of any contribution submitted through ACH no later than 2:00 p.m. on the business day before the contribution is made. Contributions that receive same day credit will count, for earnings rate purposes, as of the day in which the contribution was made. Contributions for which proper notice is not received as described above will not receive same day credit, but will be credited as of the next business day from when the contribution is made. Contributions deposited by ACH will be unavailable for withdrawal for a period of five business days following receipt of funds.

Notice of contributions may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to State Treasurer's Treasury Management System ("TMS"). Please refer to the <u>LGIP-MMF Operations</u> <u>Manual</u> for specific instructions regarding contributions to the LGIP-MMF.

Direct deposits from the State of Washington will be credited on the same business day.

Pricing. Contribution requests received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that contribution date.

Withdrawals

Pool participants may withdraw funds from the LGIP-MMF on any business day. Each pool participant shall file with the State Treasurer a letter designating the financial institution at which funds withdrawn from the LGIP-MMF shall be deposited (the "Letter"). This Letter shall contain the name of the financial institution, the location of the financial institution, the account name, and the account number to which funds will be deposited. This Letter shall be signed by local officials authorized to receive and disburse funds, as described in WAC 210-10-020. Disbursements from the LGIP-MMF will be effected by electronic funds transfer. Failure by the State Treasurer to transmit funds to a pool participant after proper notification to the State Treasurer to disburse funds to a pool participant after proper notification to the State Treasurer to disburse funds to a pool participant for such bank overdraft penalties charged to the pool participant's bank account.

Notice of Wire withdrawal. In order to withdraw funds from the LGIP-MMF, a pool participant must notify the State Treasurer of any withdrawal over one million dollars no later than 9 a.m. on the same day the withdrawal is made. Withdrawals for one million dollars or less can be requested at any time prior to 10 a.m. on the day of withdrawal. For all other withdrawals from the LGIP-MMF over one million dollars that are requested prior to 10 a.m., a pool participant may receive such withdrawal on the same day it is requested at the sole discretion of the State Treasurer. No earnings will be credited on the date of withdrawal for the amounts withdrawn. Notice of withdrawals may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to TMS. Please refer to the LGIP-MMF Operations Manual for specific instructions regarding withdrawals from the Fund.

Notice of ACH withdrawal. In order to withdraw funds from the LGIP-MMF, a pool participant must notify the State Treasurer of any withdrawal by ACH no later than 2 p.m. on the prior business day the withdrawal is requested. No earnings will be credited on the date of withdrawal for the amounts withdrawn.

Notice of withdrawals may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to TMS. Please refer to the LGIP-MMF Operations Manual for specific instructions regarding withdrawals from the Fund.

Pricing. Withdrawal requests with respect to the LGIP-MMF received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that withdrawal date.

Suspension of Withdrawals. If the State Treasurer has determined that the deviation between the Fund's amortized cost price per share and the current net asset value per share calculated using available market quotations (or an appropriate substitute that reflects current market conditions) may result in material dilution or other unfair results, the State Treasurer may, if it has determined irrevocably to liquidate the Fund, suspend withdrawals and payments of withdrawal proceeds in order to facilitate the permanent termination of the Fund in an orderly manner. The State Treasurer will distribute proceeds in liquidation as soon as practicable, subject to the possibility that certain assets may be illiquid, and subject to subsequent distribution, and the possibility that the State Treasurer may need to hold back a reserve to pay expenses.

The State Treasurer also may suspend redemptions if the New York Stock Exchange suspends trading or closes, if US bond markets are closed, or if the Securities and Exchange Commission declares an emergency. If any of these events were to occur, it would likely result in a delay in the pool participants' redemption proceeds.

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The State Treasurer will notify pool participants within five business days of making a determination to suspend withdrawals and/or irrevocably liquidate the fund and the reason for such action.

Earnings and Distribution

LGIP-MMF Daily Factor

The LGIP-MMF daily factor is a net earnings figure that is calculated daily using the investment income earned (excluding realized gains or losses) each day, assuming daily amortization and/or accretion of income of all fixed income securities held by the Fund, less the administrative fee. The daily factor is reported on an annualized 7-day basis, using the daily factors from the previous 7 calendar days. The reporting of a 7-day annualized yield based solely on investment income which excludes realized gains or losses is an industry standard practice that allows for the fair comparison of funds that seek to maintain a constant NAV of \$1.00.

LGIP-MMF Actual Yield Factor

The LGIP-MMF actual yield factor is a net daily earnings figure that is calculated using the total net earnings including realized gains and losses occurring each day, less the administrative fee.

Dividends

The LGIP-MMF's dividends include any net realized capital gains or losses, as well as any other capital changes other than investment income, and are declared daily and distributed monthly.

Distribution

The total net earnings of the LGIP-MMF will be declared daily and paid monthly to each pool participant's account in which the income was earned on a per-share basis. These funds will remain in the pool and earn additional interest unless withdrawn and sent to the pool participant's designated bank account as specified on the Authorization Form. Interest earned will be distributed monthly on the first business day of the following month.

Monthly Statements and Reporting

On the first business day of every calendar month, each pool participant will be sent a monthly statement which includes the pool participant's beginning balance, contributions, withdrawals, transfers, administrative charges, earnings rate, earnings, and ending balance for the preceding calendar month. Also included with the statement will be the monthly enclosure. This report will contain information regarding the maturity structure of the portfolio and balances broken down by security type.

III. Management

The State Treasurer is the manager of the LGIP-MMF and has overall responsibility for the general management and administration of the Fund. The State Treasurer has the authority to offer additional sub-pools within the LGIP at such times as the State Treasurer deems appropriate in its sole discretion.

Administrator and Transfer Agent. The State Treasurer will serve as the administrator and transfer agent for the Fund.

Custodian. A custodian for the Fund will be appointed in accordance with the terms of the LGIP Investment Policy.

IV. Miscellaneous

Limitation of Liability

All persons extending credit to, contracting with or having any claim against the Fund offered in this Prospectus shall look only to the assets of the Fund that such person extended credit to, contracted with or has a claim against, and none of (i) the State Treasurer, (ii) any subsequent sub-pool, (iii) any pool participant, (iv) the LGIP, or (\underline{v}) the State Treasurer's officers, employees or agents (whether past, present or future), shall be liable therefor. The determination of the State Treasurer that assets, debts, liabilities, obligations, or expenses are allocable to the Fund shall be binding on all pool participants and on any person extending credit to or contracting with or having any claim against the LGIP or the Fund offered in this Prospectus. There is a remote risk that a court may not enforce these limitation of liability provisions.

Amendments

This Prospectus and the attached Investment Policy may be amended from time to time. Pool participants shall receive notice of changes to the Prospectus and the Investment Policy. The amended and restated documents will be posted on the State Treasurer website: <u>www.tre.wa.gov</u>.

Should the State Treasurer deem appropriate to offer additional sub-pools within the LGIP, said sub-pools will be offered by means of an amendment to this prospectus.

LGIP-MMF Contact Information

Internet: <u>www.tre.wa.gov</u> Treasury Management System/TMS

Phone: 1-800-331-3284 (within Washington State)

Mail: Office of the State Treasurer Local Government Investment Pool PO Box 40200 Olympia, Washington 98504 FAX: 360-902-9044

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AT PLACES AGENDA ITEM NO. 06B.04

RESOLUTION NO.

A RESOLUTION Authorizing Investment of District Monies in the Local Government Investment Pool

WHEREAS, pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP)) for the contribution and withdrawal of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer; and

WHEREAS, from time to time it may be advantageous to the authorized governmental entity, Public Utility District No. 1 of Snohomish County, Washington, the "District", to contribute funds available for investment in the LGIP; and

WHEREAS, the investment strategy for the LGIP is set forth in its policies and procedures; and

WHEREAS, any contributions or withdrawals to or from the LGIP made on behalf of the District shall be first duly authorized by the District's Board of Commissioners, the "Commission" or any designee of the Commission pursuant to this resolution, or a subsequent resolution; and

WHEREAS, the District will cause to be filed a certified copy of said resolution with the Office of the State Treasurer; and

WHEREAS, the Commission and any designee appointed by the Commission with authority to contribute or withdraw funds of the District has received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP; and

WHEREAS, the Commission attests by the signature of its members that it is duly authorized and empowered to enter into this agreement, to direct the contribution or withdrawal of governmental entity monies, and to delegate certain authority to make adjustments to the incorporated transactional forms, to the individuals designated herein.

NOW, THEREFORE, BE IT RESOLVED that the Commission does hereby authorize the contribution and withdrawal of governmental entity monies in the LGIP in the manner prescribed by law, rule, and prospectus.

BE IT FURTHER RESOLVED that the Commission has approved the Local Government Investment Pool Transaction Authorization Form (Form) as completed by the District's Chief Financial Officer a copy of which is attached hereto as Exhibit "A" and incorporates said form into this resolution by reference and does hereby attest to its accuracy.

BE IT FURTHER RESOLVED that the governmental entity designates the District's Chief Financial Officer the "authorized individual" to authorize all amendments, changes, or alterations to the Form or any other documentation including the designation of other individuals to make contributions and withdrawals on behalf of the governmental entity.

BE IT FURTHER RESOLVED that this delegation ends upon the written notice, by any method set forth in the prospectus, of the Commission that the authorized individual has been terminated or that his or her delegation has been revoked. The Office of the State Treasurer will rely solely on the Commission to provide notice of such revocation and is entitled to rely on the authorized individual's instructions until such time as said notice has been provided.

BE IT FURTHER RESOLVED that the Form as incorporated into this resolution or hereafter amended by delegated authority, or any other documentation signed or otherwise approved by the authorized individual shall remain in effect after revocation of the authorized individual's delegated authority, except to the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or contributions to the LGIP on behalf of the governmental entity. No amendments, changes, or alterations shall be made to the Form or any other documentation until the entity passes a new resolution naming a new authorized individual.

BE IT FURTHER RESOLVED that the Commission acknowledges that it has received, read, and understood the prospectus as provided by the Office of the State Treasurer a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference. In addition, the Commission agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make contributions or withdrawals into or out of the LGIP and that said individuals will be required to read the prospectus prior to making any withdrawals or contributions or any further withdrawals or contributions if authorizations are already in place.

PASSED AND APPROVED by the Commission of the Public Utility District No. 1 of Snohomish County, State of Washington on this 3rd day of October, 2022.

President

Vice-President

Secretary



BUSINESS OF THE COMMISSION

Meeting Date: October 3, 202	2	Agenda Item: 7A
TITLE		
Commission Reports		
SUBMITTED FOR: Commission I	Business	
Commission Department Date of Previous Briefing: Estimated Expenditure:	<u>Allison Mc</u> Contact	<u>errison</u> <u>8037</u> <i>Extension</i> Presentation Planned
ACTION REQUIRED:	Incidental (Information)	Monitoring Report
SUMMARY STATEMENT:		

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

List Attachments: None



BUSINESS OF THE COMMISSION

Meeting Date: October 3, 2022		Ag	genda Item: <u>7B</u>
TITLE:			
Commissioner Event Calendar			
SUBMITTED FOR: Commission Bu	usiness		
Commission	Allison M	orrison	8037
Department	Contact		Extension
Date of Previous Briefing:			
Estimated Expenditure:		Prese	entation Planned
ACTION REQUIRED:			
Decision Preparation	Incidental	Monitoring R	Penart
			Cepon
Policy Discussion	(Information)		
Policy Decision			
Statutory			
SUMMARY STATEMENT:			
Identify the relevant Board policies an	d impacts.		

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

October 2022
<u>October 5 - 7:</u> Public Power Council/PNUCC Meetings Virtual (Wolfe/Olson)
<u>October 6:</u> Economic Alliance – Public Officials Reception Everett, WA 9:00 a.m. – 11:00 a.m. (Logan/Wolfe/Olson)
<u>October 14</u> : Washington State Solar Summit Virtual/Seattle, WA 8:00 a.m. – 7:30 p.m. (Olson/Wolfe)

October 2022

Commissioner Event Calendar – 2022

November 2022 <u>November 16 - 18:</u>

Public Power Council/PNUCC Annual Meetings Portland, OR

November 2022

Commissioner Event Calendar – 2022

December 2022

For Planning Purposes Only and Subject to Change at any Time

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2022 Budget, Forecast, and Major Project Status Update to Board of Commissioners

	(\$000's)						
		FD Budget ough August		TD Results ough August			
Operating Revenues							
Energy Retail Sales	\$	423,762	\$	424,125			
Energy Wholesale Sales		33,117		57,545			
Other Operating Revenues		23,247		18,752			
Total Operating Revenues	\$	480,126	\$	500,423			
Operating Expenses							
Purchased Power	\$	215,093	\$	228,279			
Operations & Maintenance		163,191		170,638			
Taxes		26,334		27,404			
Depreciation		39,622		40,256			
Total Operating Expenses	\$	444,240	\$	466,577			
Net Operating Income	\$	35,886	\$	33,846			
Interest Income & Other		4,493		(2,605)			
Interest Charges		(11,765)		(7,160)			
Contributions		21,911		18,589			
Net Income	\$	50,525	\$	42,670			
Capital Expenditures	\$	106,666	\$	72,167			



ELECTRIC SYSTEM HIGHLIGHTS THROUGH AUGUST

- While Energy Retail Sales remain comparable to budget, Energy Wholesale Sales continue to be significantly higher than budget due to surplus power and favorable market prices.
- Other Operating Revenues are lower than budget due to delaying reimplementation of late and disconnection fees.
- Purchased Power expenses reflect market purchases from higher spring loads, later snowpack runoff into hydropower, and volatility in market prices.
- Operations & Maintenance expenses reflect ongoing inflationary, supply chain, and labor pressures. These variances are partially offset by underspending in some contracts.
- The net impact of Interest Income and Charges (which include debt amortization, interest costs, interest income, and mark-to-market adjustments) is comparable to budget.
- Capital spending is behind budget due to several project delays. The pace of spending is expected to increase during the 3Q and 4Q of 2022.

Snohomish County PUD 2022 Budget and Forecast – Update October 3, 2022 1 / P a g e 245/259



2022 BUDGET
AND PROJECTION
EXPECTATIONS

- Energy Retail Sales are projected to be higher than budget based on the trend of customer electric loads. Weather uncertainty could materially impact results.
- Energy Wholesale Sales should be significantly higher than budget 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 August. Yearend spend is very dependent on unanticipated weather and market price volatility.
- Operations & Maintenance expenditures are expected to be over budget due to ongoing inflation, supply chain, and labor pressures.
- Capital Expenditures are forecasted to be under budget due to project deferrals. See pages 3-4 for additional information on selected projects.

	(\$000's)					
	2022 Budget			22 Projection		
Operating Revenues						
Energy Retail Sales	\$	624,652	\$	634,615		
Energy Wholesale Sales		45,931		70,359		
Other Operating Revenues		36,622		30,556		
Total Operating Revenues	\$	707,204	\$	735,531		
Operating Expenses						
Purchased Power	\$	325,237	\$	335,986		
Operations & Maintenance		246,781		253,884		
Taxes		38,901		39,971		
Depreciation		59,433		60,067		
Total Operating Expenses	\$	670,352	\$	689,908		
Net Operating Income	\$	36,853	\$	45,623		
Interest Income & Other		6,740		(1,935)		
Interest Charges		(17,419)		(12,649)		
Contributions		32,867		28,747		
Net Income	\$	59,041	\$	59,786		
Capital Expenditures	\$	156,254	\$	149,099		





FORECASTED STATUS OF SELECTED MAJOR PROJECTS AND PROGRAMS Yellow Indicates Change from Previous Report

Distribution and Engineering

- Substation, Metering, and Telecom Projects: Civil construction is complete for the Harbour Pointe substation upgrade and the addition of a second transformer to Edgecomb substation to support new loads. Construction is ongoing for the new Sky Valley substation. Electrical assembly begins in Q4 for all three projects. Seven of the 2022 substation System Reliability projects are complete, one more under construction, and one starting in October. The Brightwater protection upgrade is underway while keeping the station energized for the customer. Five other major substation projects are currently in the design phase. 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 where we will connect a leased circuit. An RFP has been issued and is currently under review to replace our radio vendor.
- Distribution Overhead and Underground Line Projects: Material constraints in 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 334 BO poles were replaced through mid-September. Undergrounding of the District's facilities through the City of Lynnwood's 196th St SW project was substantially completed at the end of August. Ongoing distribution projects include 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. Energization of three Sound Transit/Lynnwood Link Traction Power Substations was anticipated before the end of the year. However, Light Rail project delays have pushed this timeline into early 2023.
- **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) remains active with the majority arriving at the end of 2022. The estimate for the initial delivery of Sensus meters is the 2Q of 2023. Systems Integration Testing Phase 1 (SIT 1) Build and Configuration work is complete. Eighty-five percent of SIT 1 test cases have passed but running about 6.5 weeks behind. SIT 2 has started with five percent of test cases completed. SIT 3 planning is underway with kickoff in late September. The AMI Network Project has installed 53 base stations (on schedule) and continues to analyze recent Radio Frequency design updates from Sensus for 8 remaining base station sites.
- Transportation: Supply chain issues have made it difficult to forecast; due to recent delivery date adjustments for some of our orders, we now estimate to spend the entire \$10M budget for the year.



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. The contractor is currently ordering materials and scheduling activities. Construction completion is anticipated to be 1Q of 2024.

Generation

- Jackson Powerhouse Tenant Improvements: TRICO Companies LLC has completed installation of the concrete block fire-rated wall and the associated fire-stop insulation and continues wall framing and rough-in of 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 new 675-kW thermal generating system has been commissioned and is in service, effective September 7, 2022.



Snohomish County PUD 2022 Budget and Forecast – Update October 3, 2022 4 | P a g e 248/259



	(\$000's)				
		YTD Budget through August		D Results ugh August	
Operating Revenues					
Water Retail Sales	\$	8,756	\$	9,124	
Water Wholesale Sales		331		440	
Other Operating Revenues		253		256	
Total Operating Revenues	\$	9,340	\$	9,820	
Operating Expenses					
Purchased Water	\$	2,484	\$	2,270	
Operations & Maintenance		4,875		4,750	
Taxes		487		493	
Depreciation		2,223		2,255	
Total Operating Expenses	\$	10,069	\$	9,768	
Net Operating Income	\$	(729)	\$	52	
Interest Income & Other		60		(149)	
Interest Charges		(244)		85	
Contributions		3,433		1,632	
Net Income	\$	2,520	\$	1,620	

Capital Expenditures



9,422

5,539

WATER SYSTEM HIGHLIGHTS THROUGH AUGUST

- Water Retail Sales are running slightly ahead of budget due to a warmer than expected summer.
- Water Wholesale Sales reflect higher than budgeted sales to the cities of Arlington and Granite Falls through August.
- Contributions are lower than budget reflecting less development activity.
- Capital expenditures are behind budget expectations based on delays in our Water AMI conversion project and permitting and material availability delays associated with our main replacement and treatment plant improvements budgeted for 2022. Capital spend is expected to be slightly under budget by year end based on these delays.



	 (\$000's)				
	YTD Budget through August		D Results Jgh August		
Operating Revenues					
Wholesale Sales	18,087		18,799		
Other Operating Revenues	 -		160		
Total Operating Revenues	\$ 18,087	\$	18,959		
Operating Expenses					
Operations & Maintenance	6,696		7,322		
Taxes	65		74		
Depreciation	 4,045		3,814		
Total Operating Expenses	\$ 10,806	\$	11,210		
Net Operating Income	\$ 7,281	\$	7,749		
Interest Income & Other	472		(291)		
Interest Charges	(2,998)		(1,384)		
Contributions	 33		8		
Net Income	\$ 4,788	\$	6,082		
Capital Expenditures	3,189		2,835		

GENERATION SYSTEM HIGHLIGHTS THROUGH AUGUST

- Operations & Maintenance expenditures are higher than budget due to the timing of spending on some large maintenance projects.
- Capital expenditures are under budget primarily due to timing and schedules of Jackson projects and should be close to budget by year-end.



Snohomish County PUD 2022 Budget and Forecast – Update October 3, 2022 6 / P a g e 250/259

RESOLUTION NO.

A RESOLUTION of Recognition, Appreciation and Best Wishes to General Counsel Anne L. Spangler

WHEREAS, Ms. Spangler has deftly served as the General Counsel for Public Utility District No. 1 of Snohomish County, Washington (the "District") since 2008; and

WHEREAS, Ms. Spangler has been a steadfast leader through challenging times, a trailblazer for the environment and women in the utility industry, a mentor to many employees, and has twice stepped in to serve as interim CEO/General Manager; and

WHEREAS, Ms. Spangler played a significant role in the 2012 settlement of the Residential Exchange Program administered by the Bonneville Power Administration, ending a decades-long period of conflict and litigation with Bonneville and regional investor-owned utilities; and

WHEREAS, with Ms. Spangler's collaboration and support, the District was successful in completing the Fitzgerald Substation, Woods Creek Hydroelectric Project, Hancock Creek Hydroelectric Project, Calligan Creek Hydroelectric Project, and relicensing the Jackson Hydroelectric Project; and

WHEREAS, Ms. Spangler had the foresight to create the Data, Information and Governance (DIG) Office, championing data privacy and security policies and practices that customers and employees are concerned with more than ever; and

WHEREAS, Ms. Spangler has been an instrumental leader in several significant milestones in the history of the District, including strategic planning, forming the Environmental Advisory Team and the Women in Public Power group, and navigating the unprecedented "COVID-19" pandemic; and

Resolution No. _____

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the Water Utility, no matter how large or small the issue or project may seem; and

WHEREAS, the District has benefitted greatly from having a highly regarded and skilled General Counsel and the calm, collaborative, and caring manner in which Ms. Spangler has conducted herself with staff and stakeholders has been central to the District's success.

NOW, THEREFORE, BE IT RESOLVED on behalf of the District and its ratepayers, the Board of Commissioners of Public Utility District No. 1 of Snohomish County, Washington, bestows its heartfelt thanks to Anne L. Spangler for assuming the duties and responsibility of General Counsel of the District for the period of May 5, 2008, to October 14, 2022, and extends it best wishes to Ms. Spangler in her retirement and beyond.

PASSED AND APPROVED this 3rd day of October, 2022.

President

Vice-President

Secretary

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BUSINESS OF THE COMMISSION

Meeting Date: October 3, 2022	2		Agenda Item: <u>8</u>	A
TITLE				
Governance Planning Calendar				
SUBMITTED FOR: Governance P	lanning			
Commission	Allison Mo	orrison	8037	
Department	Contact		Extension	_
Date of Previous Briefing:				
Estimated Expenditure:		-	Presentation Planned [
ACTION REQUIRED:				
Decision Preparation	Incidental	Monitor	ring Report	
Policy Discussion	(Information)		ing report	
Policy Decision	(information)			
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

To Be Scheduled

Compensation Philosophy Discussion

To Be Scheduled

• Broadband

October 18, 2022

Morning Session:

- Community Engagement
- Legislative
- New East County Community Office
- Master Service Agreement (MSA) with PSE
- Post 2028 BPA Contract
- Climate Commitment Act Allowance Forecast
- WSDOT Easement

Afternoon Session:

• Governance Planning Calendar

October 20, 2022

Special Meeting:

• Amazon Distribution Facility Tour

October 25, 2022

Special Meeting:

 Arlington Microgrid and Clean Energy Center Ribbon Cutting

October 27, 2022

Special Meeting:

Qualco Tour

November 1, 2022

Morning Session:

- Media
- Pole Attachment Rates Update
- Net Billing Pilot Extension
- Schedule 200 Amendments
- Connect Up Quarterly Update (moved to November 15)
- Energy Storage Update
- Commencement of District's Consideration of New PURPA Standards

Afternoon Session:

• Public Hearing:

→Continue Public Hearing on the 2023 Proposed Budget

- Public Hearing and Action:
 →WSDOT Easement
- Governance Planning Calendar

November 15, 2022

Morning Session:

- Community Engagement
- Legislative
- Dish Network MLA
- Connect Up Quarterly Update

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
- Monitoring Report:
 - →3rd Quarter Financial Conditions and Activities Monitoring Report
- Adopt Regular Commission Meeting Dates for the Year 2023
- Governance Planning Calendar

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

2022 Year-at-a-Glance Calendar

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For Planning Purposes Only and Subject to Change at any Time

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