

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

**October 7, 2024  
\*\*Monday\*\***

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

**Virtual Meeting Participation Information**

Join Zoom Meeting:

- Use link  
<https://us06web.zoom.us/j/86782012295?pwd=iCR5HbTijaxKakfQLEFmByuuKx3wu.1>
- Dial in: (253) 215-8782
- Meeting ID: 867 8201 2295
- Passcode: 342158

**1. CEO/GENERAL MANAGER BRIEFING AND STUDY SESSION**

- A. Modular Microgrid Display
- B. Updates
  - 1. Media
  - 2. Other
- C. 2024 Wildfire Mitigation Plan Update
- D. Connect Up Quarterly Update

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

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

**2. RECOGNITION/DECLARATIONS**

- A. Team of the Month for October – The Outage Communication Team

**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. Approval of Minutes for the Regular Meeting of September 17, 2024
- B. Bid Awards, Professional Services Contracts and Amendments
- C. Consideration of Certification/Ratification and Approval of District Checks and Vouchers

**Continued →**

**5. PUBLIC HEARING**

- A. [Open the 2025 Proposed Budget Hearing](#)
- B. [Public Hearing for Approving Increased Fees Payable by Licensees of Space on District Utility Poles](#)

**6. PUBLIC HEARING AND ACTION**

- A. [Consideration of a Resolution Authorizing the Manager, Real Estate Services, to Execute an Agreement to Grant Easements, Easement Agreement and Temporary Construction Easement With the Port of Everett to Facilitate Construction, Operation and Maintenance of District Electric Utility Infrastructure Necessary to Provide Electricity to Hat Island](#)

**7. ITEMS FOR INDIVIDUAL CONSIDERATION**

- A. [Consideration of A Resolution Authorizing the CEO/General Manager or Designee to Execute a U.S. Department of Energy Assistance Agreement DE-GD0000905 With Public Utility District No. 1 of Snohomish County for Bipartisan Infrastructure Law \(BIL\) – Snohomish County PUD’s Secure Modern Automated and Reliable Technology Project \(SnoSMART\)](#)
- B. [Consideration of a Resolution Amending Section 2 General Terms, Conditions and Policies for Water Service of the District’s Water Service Policies and Procedures Manual to add a Discretionary Purchased Water Cost Adjustment Clause](#)

**8. CEO/GENERAL MANAGER REPORT**

**9. COMMISSION BUSINESS**

- A. [Commission Reports](#)
- B. [Commissioner Event Calendar](#)
- C. [August 2024 District Dashboard](#)
- D. [2024 Treasury, Budget, and Project Status Report - August](#)

**10. GOVERNANCE PLANNING**

- A. [Governance Planning Calendar](#)

**ADJOURNMENT**

October 9, 2024

Public Power Council (PPC) Forum of Elected Utility Leaders (FUEL) (Virtual)

The next scheduled regular meeting is October 22, 2024

Agendas can be found in their entirety on the Snohomish County Public Utility District No. 1 web page at [www.snopud.com](http://www.snopud.com). For additional information contact the Commission Office at 425.783.8611



**BUSINESS OF THE COMMISSION**

Meeting Date: October 7, 2024

Agenda Item: 1

**TITLE**

CEO/General Manager’s Briefing and Study Session

**SUBMITTED FOR: Briefing and Study Session**

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

**ACTION REQUIRED:**

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

**SUMMARY STATEMENT:**

Identify the relevant Board policies and impacts:

*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

# Thank You

## SNOHOMISH COUNTY

For your generous contribution that made the  
Modular Microgrid Display possible



October 7, 2024





**SNOHOMISH**  
**PUD**

*Energizing Life In Our Communities*

# Media Report

Aaron Swaney, Lead Communications Specialist

October 7, 2024



# Media Coverage

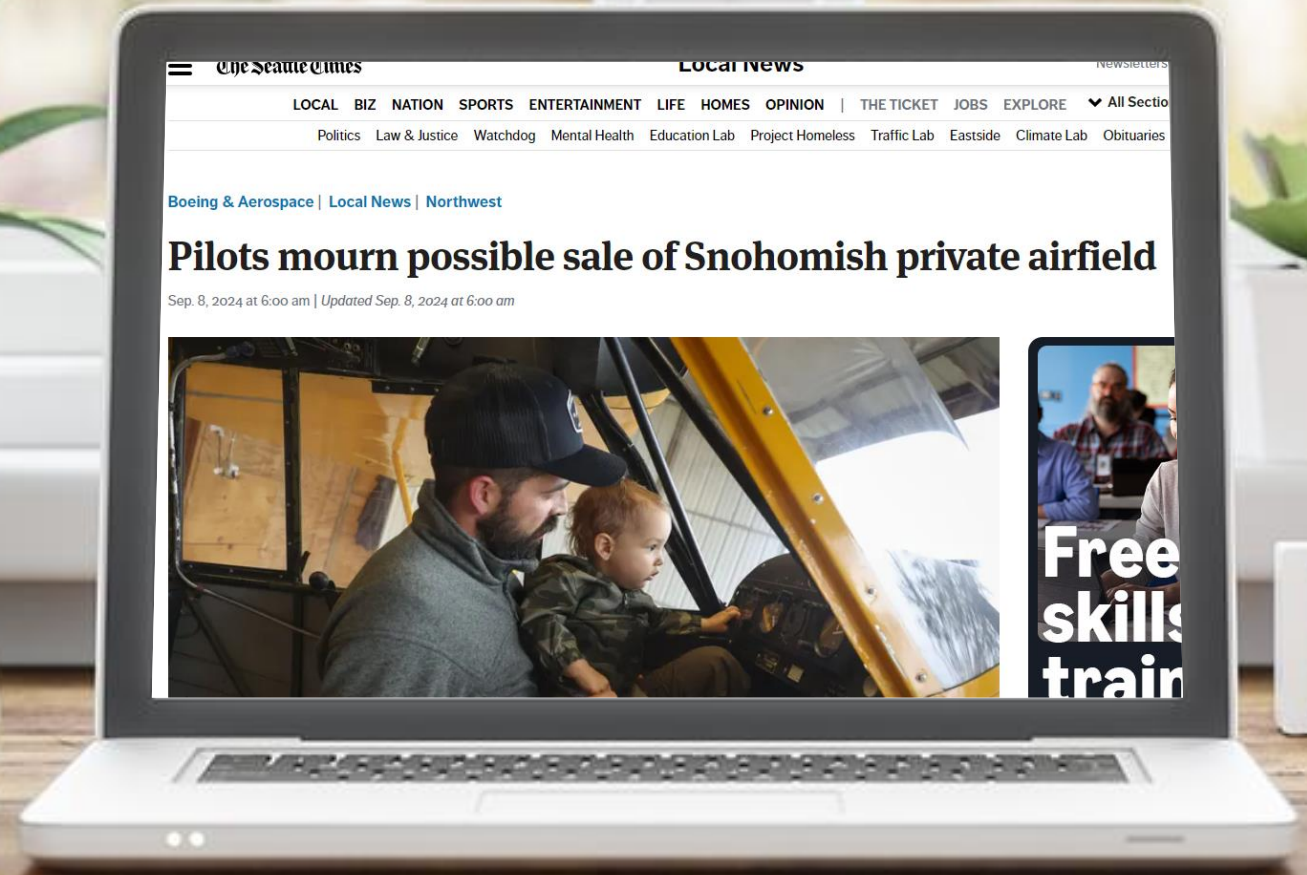
SNOHOMISH  
**PUD**  
*Energizing Life In Our Communities*

# MEDIA COVERAGE

## Times reports on Monroe airfield

Reporter interviewed PUD's Mark Flury on possible property purchase, new community office complex

Focus on aging infrastructure and need for upgrade, specifically in eastern portion of our service area

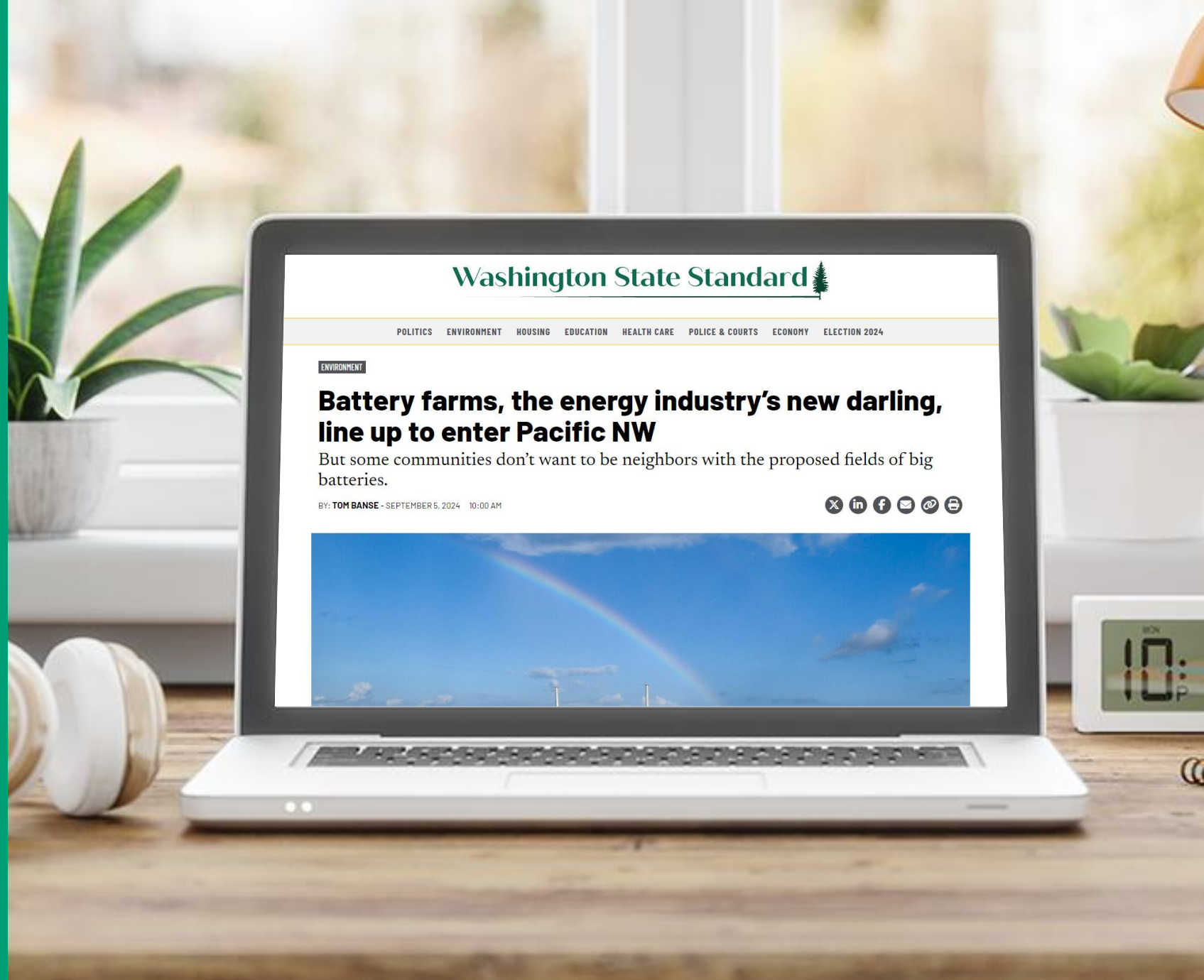


# MEDIA COVERAGE

## Battery Farms in the News

Washington State Standard mentions the PUD Battery Energy Storage System (BESS) project in story on regional projects

Renewable Energy World story on Ameresco mentions PUD project





# Media Coverage

## Dump Truck Takes Out Pole

Coverage in My Edmonds News, KING 5, KIRO, etc.

Crew replaced pole in challenging situation

## IRP Open Houses

Coverage on Lynnwood, Snohomish events

Focus is on helping PUD shape our energy future

## Clearing Up Markets+ Story

Mentioned as one of the utilities involved in issuing an alert raising concerns about CAISO's Extended Day Ahead Market (EDAM)



# Publications

SNOHOMISH  
**PUD**  
*Energizing Life In Our Communities*

# PUBLICATION

# Fall Current

Hit mailboxes last week

Focus is on fun and engaging readers, especially young ones

Topics include:

- Community Energy Fund
- Building a stronger grid and community
- Folks behind the PUD's storm response
- Emergency kit preparation

**SNOHOMISH COUNTY**  
**PUD**  
PUBLIC UTILITY DISTRICT NO. 1  
Energizing Life in Our Communities

# Current

SNOPUD.COM

## Energy News

# YOU Can Use!

INSIDE: A MESSAGE FROM YOUR COMMISSIONERS | WHAT DOES PUBLIC POWER MEAN TO YOU? COMMUNITY MINDED | FUTURE FOCUSED | STORM RESPONSE | MAKE YOUR OWN EMERGENCY KIT

## PUD Storm Response: Behind the Scenes



**Chad Grabner** | Transportation

As a Journeyman Mechanic, Chad keeps the PUD's fleet moving during storms. With more than 600 vehicles to maintain, the PUD's Transportation shop is extra busy when crews are responding to storm damage. Chad and his colleagues work around the clock, responding to a variety of emergencies, from changing flat tires to fixing hydraulic lifts and topping up oil and fluids. Chad and our Transportation team keep the PUD moving!



**Sue Martin** | Warehouse

Repairs can't be made if crews don't have the poles, tools and equipment they need. During storm response, Sue and her mighty crew make sure that PUD and mutual-aid crews are fully equipped to get the job done. This means ensuring the nine warehouses we have across our service territory are in advance and that everything is ready before the storm crews can get to work restoring your power as soon



## Community Minded

### Lace Up Your Running Shoes!

The PUD and Snohomish Running Company invite you to the third annual Run for Warmth on October 13. Join us for a 5k, 10k, half or full marathon run that brings the community together for a day of fun, fitness, and community spirit!

Sponsoring the Run for Warmth allows the PUD to help raise funds for the Community Energy Fund (see below), which provides one-time grants for families and individuals who need assistance paying their energy bills.

Register and use code SNOPUD10 to save 10% on your registration and a portion of your fee will go to help community members stay warm this winter.



snopud.com/runforwarmth



### New Name, Same Great Way to Help Your Neighbors



Since 1982, Snohomish County and Camano Island community members have been helping their neighbors in need with temporary bill relief through the Project PRIDE program. We are pleased to announce that starting this fall this program will continue serving community members with a new name - Community Energy Fund.

Thank you to all who have donated through the years to help keep your neighbors safe and comfortable during hard times!

If you haven't donated before, now is a great time to sign up to help keep neighbors in need stay warm this winter.



snopud.com/cef

### Can you spot 5 differences between these images of Zip and Zap's house?



4 Current # Fall 2024

Image on right: 1. One less cloud, window is open instead of closed, TV screen is empty, yellow, window is open instead of closed, TV screen is empty, yellow, window is open instead of closed, TV screen is empty, yellow.

# PUBLICATION

# Public Power Magazine

Peter Dauenhauer and Ahmad Faruqi combined on a pair of stories about time-varying rates in Sept/Oct edition



## INTRODUCING TIME-VARYING RATES IN THE PACIFIC NORTHWEST

A Case Study of Snohomish PUD



BY **PETER DAUENHAUER**, SENIOR MANAGER OF RATES, ECONOMICS AND ENERGY RISK MANAGEMENT, SNOHOMISH PUBLIC UTILITY DISTRICT, WASHINGTON

**S**nohomish Public Utility District serves 377,000 residential customers in Washington state. It is the second largest consumer-owned utility in the Pacific Northwest, after Seattle City Light, and the 13th largest in the U.S. SnoPUD's pilot with time-of-use rates was called FlexEnergy and had several goals:

- Assess how much peak load shifting can be induced by TOU rates.
- Establish local data on peak shifting and determine the value of distributed energy resources in the PUD's service area. Although advanced rate pilots have been carried out for a long time in the U.S., relatively few were carried out in winter-peaking climates.
- Build up internal capacity for scoping up to larger-scale solutions, which would be a key element of the energy transition.

The TOU pilot was designed to test three pricing options across eight customer segments. The pricing options were:

1. A TOU rate, based on an embedded cost of service study, with four winter-peaking months (November through February). During the peaking season there were two

peaking periods of three hours, one covering the morning peak and one in the evening. Peaking prices were roughly twice the mid-peak prices. Mid-peak prices were set to the PUD's standard energy tariff (10.47 cents per kilowatt-hour) and a 20% discounted off-peak price was conveyed during all evening, weekend and holiday hours.

2. A critical peak pricing, or CPP, rate targeted 50 day-ahead called event hours. This rate was designed to shift demand against peak-hour market risk exposure. The peak price was \$1 per kWh during called event hours and a 10% discount during all other hours — yearlong.
3. A simple incentive (\$80/year) for utility control of an EV charger or a smart thermostat. To qualify for this segment, a customer had to own compatible technology that was set up to be automatically controlled by the distributed energy resource management system, or DERMS, during event calls. Like the CPP, there were up to 60 event hours called per year, but customers could opt out during the event at no penalty.

The PUD wanted the price signal to be a win-win for customers and the utility. Thus, the pilot was designed to send the right cost-based price signals to customers and to pair prices with tools that would facilitate load shifting (including smart thermostats and EV chargers) and behavioral messaging.

Pilot participants were segmented into two technology groups (those with EV chargers and those with smart thermostats) and a behavioral group with no DERMS-connected technology. The pilot included four smart device vendors

# PUBLICATION NWPPA Bulletin

Feature on AI and how it is important public power utilities explore the growing technology



In an era where technological advancements are reshaping industries, public power utilities are no exception. For Snohomish County PUD in Washington, the exploration of generative AI technology is not just a forward-thinking initiative, but a necessary step toward enhancing operational efficiency, customer service, and sustainability.

As the demand for reliable and efficient energy solutions grows, leveraging GenAI can provide innovative ways to predict energy consumption patterns, optimize grid management, and offer personalized customer experiences. Ignoring the technology may put utilities at risk of being left behind. Snohomish County PUD recognized this and has taken steps to embrace GenAI technology while putting the necessary systems in place to protect employees and customers.

### Ignore at your own peril

As organizations strive to stay competitive and keep pace with change, GenAI offers unprecedented capabilities in automating complex tasks, generating insightful data analyses, and personalizing digital experiences. Ignoring this technology could mean missing opportunities to enhance efficiency, innovate processes, and drive growth.

Embracing GenAI is not just about keeping up with technological trends; it is about leveraging its power to shape a more efficient and innovative future. Recognizing this, Snohomish County PUD formed a GenAI advisory team in late 2023 to develop an interim policy to begin addressing the potential benefits and risks of the technology.

"Our leadership and others at the utility could see from what we're hearing in the media and in conversations with our colleagues that we were going to be forced to reckon with GenAI regardless of whether we wanted to or not," said Kevin Johnston, senior manager, information security. "We knew that employees would want to use the technology. We also knew we had an important initial role to play in providing guidance to keep employees and our data safe, and we identified that we also had a role to play in shepherding leadership's involvement to develop an organizational strategy for the technology."

### Developing an interim policy

Members of the PUD's GenAI advisory team found developing the GenAI interim policy to be surprisingly straightforward. The team took advantage of resources from other public entities such as the cities of Boston and Seattle. The resources provided a solid foundation for drafting the policy.

The team also recognized quite early that educating and training the PUD's executive leadership team was important. It not only gave leadership insight into the basics of GenAI but also gave them a common language to use when having conversations about the policy. This was accomplished through a two-hour training in which executive leadership team members were provided information about trends related to the technology as well as given an opportunity to work with Microsoft Copilot, a GenAI chat interface, in a safe and controlled environment.

"You need to get your senior management invested, and doing so requires executive leadership," Johnston said. "We spent a significant amount of time with the leadership at all levels so that they understood the risks and benefits of GenAI and are equipped to reinforce the expectations and proper procedures with their employees."

In addition to providing rules for safely accessing Microsoft Copilot, which the PUD made available to all employees, the policy also created a process for employees, with manager approval, to request access to new GenAI tools. This allows these tools to be properly vetted by internal security experts.

Since the policy launched in December 2023, nine tools have been approved, including Azure AI Studio Power Platform AI Builder, Bing Work Search, Microsoft Copilot browser and search, Microsoft Teams, Microsoft Copilot for Windows 11, OnePlan, Azure Quantum workspace, and CoPilot for Microsoft 365. Three more tools are awaiting approval.

"We thought that hordes of employees were waiting at the gates for us to have a policy and that we were going to launch into using GenAI in meaningful ways quickly," said Laura Lemke, senior program manager. "I am not sure that we have seen that. We are seeing usage in certain groups like

### COVER STORY

part to get people to use it and measurable benefits to the

to training has been to provide information to all employees on AI tools and discover how the

with some level of training the governance compliance and how to take advantage of the technology standpoint," said Chris Johnston, governance program manager, GenAI advisory team.

workshops for employees to learn sessions for employees to use Copilot, its potential uses, and Johnston said the sessions had a good impact on employees who were developed to teach employees how to use the tool better.

has led to niche-based efficiency and the PUD expects organizational productivity improvement in coming years.

including productivity improvement they're using," Lemke said. "It's a tool because maybe someone showed them how to do it, and they offload tasks they don't enjoy. I've been taking notes, meeting summaries, and I've heard a member of our leadership team draft an RFP and that they've written a better RFP than they

### Transformation

guidelines were drafted, the PUD added a long-term strategy. As it is added to the PUD's current

strategy to inform what should be for the future, writing them with no clear view of how to achieve or how we would

core team to develop the strategy manager district information and the charge. The team is developing strategy frameworks. The team is constructing workshops with members to get their perspectives. Information from industry experts were very helpful.

es that this is not really about the utility to do something like the death of the landline

GenAI from "smart people having the first considerations needed here. Next was creating a path



5 AI image produced using prompt "illustrate the future of a northwest electrical utility using ai."

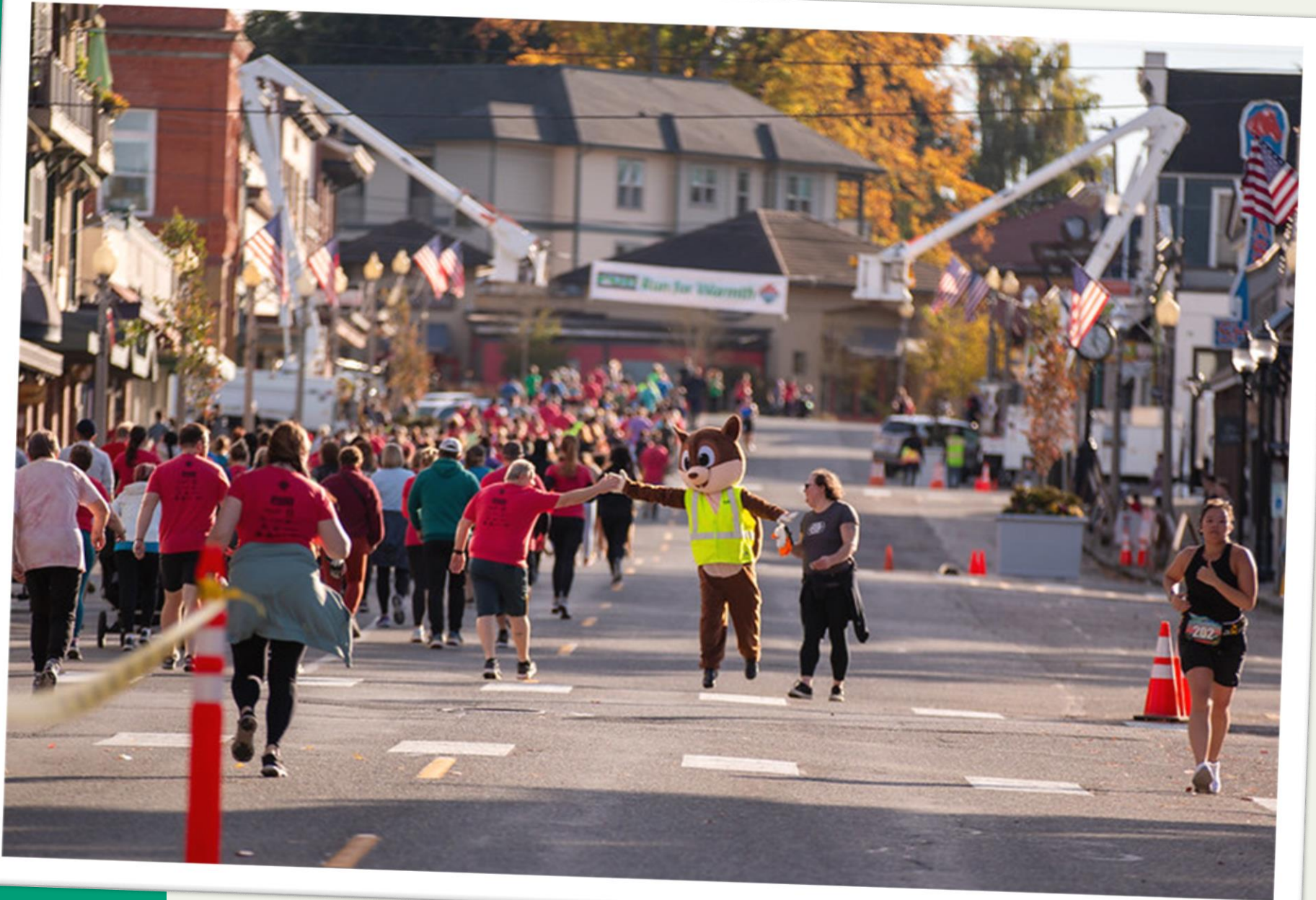
6 Returned after adding: "Can you add power poles and utility workers please?"

# AWARDS

## NWPPA

### Best Photo

Krysta Rasmussen's  
photo from last year's  
Run for Warmth



# 2024 Wildfire Mitigation Plan Update

David Popach - Engineer

Mark Flury – Senior Manager, Transmission & Distribution, System Operations & Engineering

October 7, 2024

Last Presented On: January 18, 2022



# Purpose

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- Provide the Commission with an overview of updates to the District's Wildfire Mitigation Plan (WMP)
- Approval and adoption of Wildfire Mitigation Plan



# Definitions

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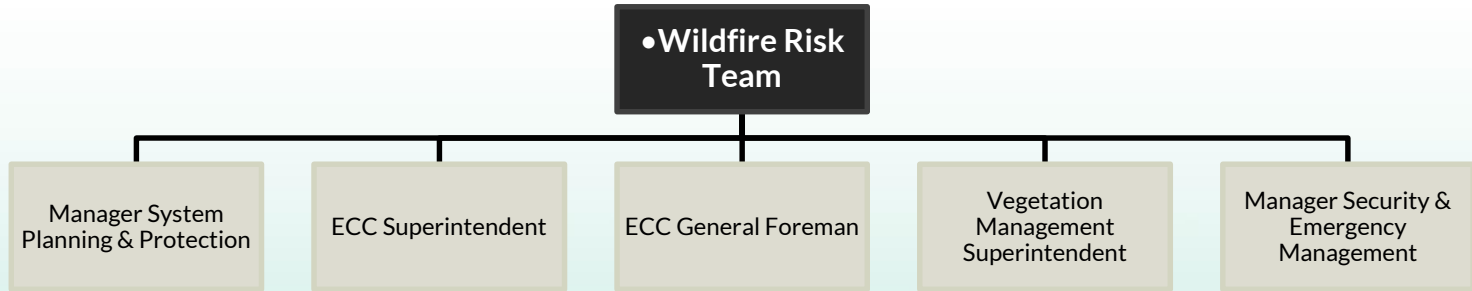
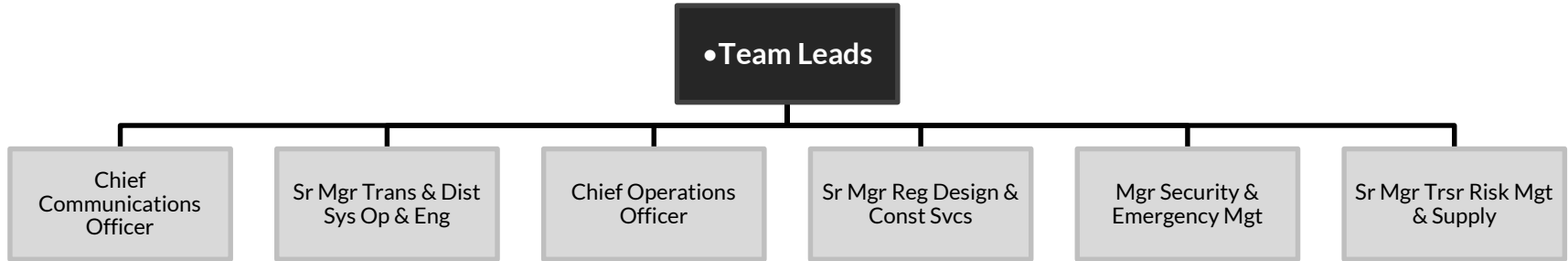
- Ignition Potential Index (IPI)
- Revised Code of Washington (RCW)
- Industrial Fire Precaution Level (IFPL)
- Department of Natural Resources (DNR)
- Public Safety Power Shutoff (PSPS)

# Background

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- House Bill 1032/RCW 19.29A.170
  - By October 31, 2024, and every three years thereafter, each consumer-owned utility must review, if appropriate revise, and adopt its Wildfire Mitigation Plan (WMP)
  - The governing board of each consumer-owned utility shall review the plan
  - Provide copy to Department of Natural Resources (DNR), allow local fire protection districts to provide input, submit to utility wildland fire prevention advisory committee created in RCW 76.04.780

# Wildfire Risk Team & Leads



# Required Elements

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- Vegetation management
- Infrastructure inspection and maintenance repair activities
- Modifications or upgrades to facilities and construction of new facilities
- Preventative programs, including adoption of new technologies to harden utility infrastructure
- Operational procedures
- Identification of appropriate widths for vegetation management and rights-of-way
- Public and interested parties' engagement and communication plans addressing wildfire safety/risk mitigation

# Vegetation Management

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- Annual spot trim of high IPI circuits
- 7-year cycle for all other circuits
- Tree trimming inspections
- High-risk vegetation removal
- Hazard tree removal

# Asset Inspection & Maintenance

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- 10-year system inspection cycle
  - Pole health
  - Attached material to pole
  - Insulators
- Recloser, Regulator, Capacitor Bank inspections
- Steel and ductile iron poles inspections
- High IPI circuits annually inspected

# Design, Construction, Technology

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- Bushing guards
- Insulator covers
- Insulated jumper wire
- Increased arm lengths
- Conductor spacers
- Fire Settings and Hot Line Hold
- Smart Grid devices

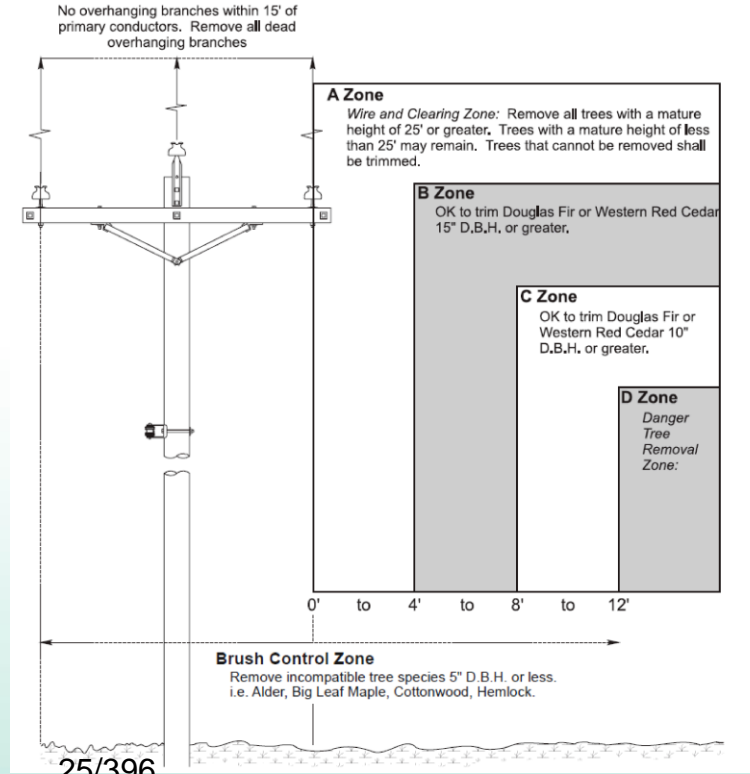
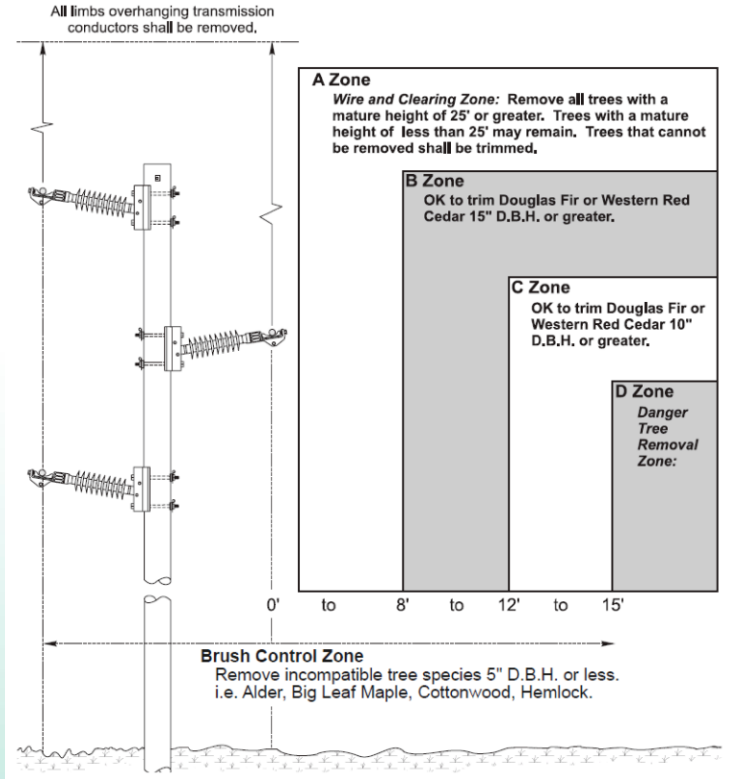
# Workforce Training

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- Firewatch and restrictions per IFPL levels
- WMP annual training program
  - Safety sponsored training each Spring before fire season
- Wildland fire required reporting
  - Documenting all ignition events
- Tailgate meetings
- PSPS tabletop exercises



# Tree Trimming Standards



# Community Outreach & Public Awareness

- Webpage dedicated to wildfire safety, PSPS awareness
- Wildfire mitigation efforts, PSPS mentioned in The Wire
- Customers encouraged to register for Wildfire Alerts
- Corp. Communications and Emergency Management coordinating with SnoCo Department of Emergency Management, Human Services, Department of Health, etc.



# Emergency Management/Incident Response

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## Ongoing Coordination:

- **Emergency Management Connectivity:** Our Emergency Management Department maintains continuous connectivity with the Snohomish Co. Department of Emergency Management.
- **State-Level Conduit:** Our Emergency Management Department serves as a conduit to WA State Department of Commerce, Energy Resilience & Emergency Management Office.

## Community Wildfire Protection Plan:

- Our Emergency Mgmt. Department collaborates with the Snohomish Co. Department of Emergency Mgmt. on the Community Wildfire Protection Plan initiative to enhance community preparedness.

## Wildfire Watch Dashboard:

- Collaborating on the development of a Wildfire Watch Dashboard which will provide all employees with real-time safety information related to wildfires.



# Public Safety Power Shutoff

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- Tool of last resort
- Factors to consider
  - Red Flag Warning issued
  - Low humidity levels
  - Forecasted sustained winds and gusts
  - Site-specific conditions
  - On-the-ground real-time observations
  - Neighboring utilities considering or are in PSPS
  - Urgent hazards in the field

# Plan Evaluation & Revision

- Audited every three years
- Consultant review and feedback
- Weekly meetings from May through October by Wildfire Response Team (WRT)
- Encourage feedback from line department during training
- PSPS Tabletop exercise

Metric	Responsible Party
Fire Settings for IFPL Level III	WRT, Energy Control Center
Industry Best Practices	System Planning and Protection Standards
Vegetation Management High IPI Circuits	Vegetation Management
Recloser Construction	Distribution Engineering Services
Supervisory Control And Data Acquisition (SCADA) functionality on High IPI Circuits	Distribution Engineering Services
WMP Training	Distribution Engineering Services

# Questions?

# Connect Up Program

## Commission Quarterly Update

Tim Epp - Program Director  
October 7, 2024

Last Update – June 18, 2024



# Connect Up Program Quarterly Update

## Purpose of Presentation

- Provide the Commission a progress update of the program

## Expectations of the Board

- Remain updated on recent program activities and next steps





# Agenda

1. Overall Program
2. Meter Deployment Status
3. AMI Network
4. Daily AMI Operations/Billing
5. Wins
6. Progress on 2.0
7. Q&A



# Overall Program

## Cost Status/Projection

- Currently under budget
  - Projected = \$92.4M (\$43.1M spent to date)
  - Original Budget = \$93.2M

## Meter Supply

- Electric: Lagging
- Water: On target

## Top Risks/Issues

- Meter Supply
- Meter Manufacturing Defect



# Meter Deployment Status

Electric = 32k installed (~8% of total)

- Rate = 500 per week (Target = 5,000 per week)

Water = 9k installed (~38% of total)

- Rate = 200 per week (Target = 250 per week)

Business-as-Usual: Customer-requested disconnect/reconnect gets new AMI meter

Opt Out rate = 0.3% (0.5% planned)

Deployment focus area: East County (Monroe)

Community Outreach: Monroe (TBD)

Communications: Re-evaluating the effectiveness of the 2-week postcard (planning constraint)



# AMI Network Deployment

Base Stations Installed = 143 (149 total planned)

- 4 more targeted for completion in 2024
- 2 targeted for completion Q1 2025

## Troubleshooting & Tuning

- Challenging meter rooms
- Non-communicating meters



# Daily AMI Operations/Billing

Billing continues to go well

Customer Accounting living in 2 worlds: Legacy & AMI

AMI Network Performance consistently higher than target (99.5% of all meters have reported within a day)

System Upgrades

- Meter Data Management (MDM) upgrade complete (June 2024)



# Progress on Connect Up 2.0

Reverse Energy Identification (complete)

Transformer Weekly Overload Report (complete)

Data Analytics: Self-Serve (testing/performance tuning)

Data Analytics: Events & Alarms (data design complete)

Diversion Detection (report specification underway)

Support for Time of Day (ToD) Rates Planning

Support for Pre-Pay Research

Integrate AMI Data into Load Forecasting & Analysis Tools (system planning)

AMI Substation Feeder Meters (configuration design complete)



# Questions?



# **EXECUTIVE SESSION**

**Monday, October 7, 2024**

Discussion of Current or Potential Litigation - Approximately 30 Minutes





**BUSINESS OF THE COMMISSION**

Meeting Date: October 7, 2024

Agenda Item: 2A

**TITLE**

Team of the Month for October – The Outage Communication Team

**SUBMITTED FOR: Recognition/Declarations**

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

**ACTION REQUIRED:**

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

**SUMMARY STATEMENT:**

Identify the relevant Board policies and impacts:

The Outage Communication Team has created a cutting-edge tool for Corporate Communications, providing updates and high-level restoration information during outages. This tool enables the delivery of customized messages for the entire service area, specific regions, or individual incidents. By incorporating real-time updates into Web-IC, the Team ensures that our Customer Service Representatives (CSRs) are aware of what customers see on social media and other communication channels. Furthermore, the Team’s efforts have improved the Team PUD experience for various groups communicating with customers during outage events.

Outage Communications Team

- Pam Haldi, Program Manager IV
- Brian Foley, Applications Dev Eng III
- Andy Coughlan, Applications Architect I
- Jeremy Babcock, Applications Dev Eng III
- Nick Pysson, Lead Customer Service Rep. I

The Team will be presented by Shauna Boser, Senior Manager Customer Experience.

*List Attachments:*  
Employee Profile

## Meet Our Team of the Month for October

Storm season is right around the corner, and with it comes the potential for outages. While those may be a necessary evil living in the beautiful – and heavily wooded – Pacific Northwest, one team at the PUD has spent years trying to make it as manageable as possible for our customers. Recently, the PUD’s Outage Communication Team added their newest improvement: a tool for the PUD to provide updates and high-level restoration information during outages. The continuous hard work, and the long list of customer experience improvements that’s resulted from it, has earned them the honor of October 2024 Team of the Month.

“The Outage Communication Team has worked so hard to improve our system from the ground up,” said Mark Flury, Senior Manager Transmission and Distribution Systems Operation and Engineering. “Their dedication to improving the Outage Map, Outage Alerts and messaging has made a huge difference for the PUD and our customers during storms. Every person in the group works hard and takes initiative to do their best and help the PUD continue to improve.”

Jeremy Babcock, Andrew Coughlin, Brian Foley, Pam Haldi and Nick Pysson may come from different departments, but they all had one singular focus in mind: creating the best customer experience possible during one of the worst situations we have to deal with.

“Working on the outage team for the PUD has been incredibly rewarding,” Nick said. “It is allowing me to play a critical role in keeping our community informed and safe during power interruptions. This outage project has taught me the importance of clear and timely communication and the impact it can have on the community.”

The team has been going above and beyond for years. They have spent countless hours diving into customer feedback and using that to improve communications. The newest broadcast messaging tool allows CorpCom to provide updates to the PUD’s entire service territory, regions or even specific incidents.

The outage map and subsequent outage alerts that this group has delivered to our customers in the past year have a direct impact on our customers' overall satisfaction and our Journey to 800 (based on JD Power ratings). Reaching a score of 800 or more (out of a possible 1,000) would place us among the top utilities for customer satisfaction in the nation.

“We know from JD Power that outage communications are such a critical part of our customer’s experience. Our Outage Communication Team, in partnership with Distribution & Engineering, has done a phenomenal job providing reliable information for our customers so that they can plan through and weather an outage.” said John Hoffman, Chief Customer Officer. “The work this group has put in is incredible.”

“This team has done a great job of involving everyone in the process, including the Energy Control Center and crews,” added Aaron Janisko, Senior Manager of Regional Design and Construction Services. “They’ve worked with other groups too, like Customer Service, CorpCom and Technology teams. The collaboration has led to all of these great improvements, which are so important because outage communication is the number one thing we can do to ensure customer satisfaction and help us on our Journey to 800!”

The Outage Communications Team collaborated with groups across the PUD, receiving feedback and information that was key in developing improvements. Their work has led to several improvements, including opt-in texting from the Outage Map, enhancements to the MySnoPUD Outage Center and the new broadcast messaging tool.

“My favorite part of the team is the energy around development new things that will enhance the customer experience,” Pam said. “The only way we were successful is the support from Operations and PUD leadership.”

The group has also worked closely with Kassidy Warren, Contingent Worker, who has also been an invaluable member of the team since he arrived at the PUD.

“Kassidy Warren has been instrumental in moving us forward,” Jeremy said. “He brought experience and perspective on how to get things done and what other utilities are doing.”

The team has worked well together under a common goal: create the best customer experience possible when it comes to outage communications.

“It’s a team of diverse views,” Brian said. “Discussions are often spirited, but that’s how to get to the best resolution.”

“One thing that I think really unites this team is that we all think this is critical work to get done,” Andrew said. “We all believe in the mission!”

**COMMENTS FROM THE PUBLIC**



**BUSINESS OF THE COMMISSION**

Meeting Date: October 7, 2024

Agenda Item: 4A

**TITLE**

Approval of the Minutes for the Regular Meeting of September 17, 2024

**SUBMITTED FOR: Consent Agenda**

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

**ACTION REQUIRED:**

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

**SUMMARY STATEMENT:**

Identify the relevant Board policies and impacts:

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

*List Attachments:*  
Preliminary Minutes

**PRELIMINARY  
SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT**

**Regular Meeting**

**September 17, 2024**

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The Regular Meeting was convened by President Sidney Logan at 9:00 a.m. Those attending were Tanya Olson, Vice-President; Rebecca Wolfe, Secretary; CEO/General Manager John Haarlow; General Counsel Colin Willenbrock; other District staff; members of the public; Clerk of the Board Allison Morrison; and Deputy Clerk of the Board Morgan Stoltzner.

**\* Items Taken Out of Order**

**\*\*Non-Agenda Items**

**1. CEO/GENERAL MANAGER BRIEFING AND STUDY SESSION**

A. Updates

1. Other. There were no other reports.

B. 2025 Pole Attachment Rates

Principal Economist Felicie Ng and Lead Joint Use and Permits Specialist Beth Haskin updated the Board on the new pole attachment rates that would go into effect on January 1, 2025.

The next steps would be a Public Hearing at the October 7, 2024, Commission Meeting and a Public Hearing and Action at the October 22, 2024, Commission Meeting.

C. Snohomish PUD's Journey to Inclusive Excellence

Chief Executive Officer, Rootworks, LLC. Sherelle Gordon provided an overview of Snohomish County PUD's inclusion efforts. Information included Executive Leadership's commitment to inclusion, organizational assessment findings, and the collaborative approach taken.

The Board concurred on having a DEI education workshop during the next governance policies review session/retreat.

D. Easement From the Port of Everett for Hat Island Submarine Cable

Senior Manager, Transmission & Distribution, System Operations & Engineering Mark Flury provided a presentation on an Easement from the Port of Everett for the Hat Island Submarine Cable. Information included power supply background, the proposed permanent easement and the proposed temporary construction easement.

The next step would be a Public Hearing and Action at the October 7, 2024, Commission Meeting.

The meeting recessed at 9:47 a.m. and reconvened at 9:55 a.m.

E. Discretionary Purchased Water Cost Adjustment Language

Manager, Water Utility Business Services Christina Arndt provided a presentation on the discretionary purchased water cost adjustment language. Information included background details, the current process, the purpose of the adjustment clauses, the discretionary adjustment and the proposed cost adjustment clause.

The next step would be to return at the October 7, 2024, Commission Meeting for approval.

The meeting recessed at 10:05 a.m.

**RECONVENE REGULAR MEETING**

The Regular Meeting was reconvened by President Sidney Logan at 1:30 p.m. Those attending were Tanya Olson, Vice-President; Rebecca Wolfe, Secretary; CEO/General Manager John Haarlow; General Counsel Colin Willenbrock; other District staff; members of the public; Clerk of the Board Allison Morrison; and Deputy Clerk of the Board Morgan Stoltzner.

**\* Items Taken Out of Order**

**\*\*Non-Agenda Items**

**2. RECOGNITION/DECLARATIONS**

- A. Consideration of a Resolution Recognizing and Designating the Week of October 7 Through October 11, 2024, as Customer Service Appreciation Week to Honor and Celebrate District Employees for the Outstanding Customer Service They Have Provided Over the Past 12 Months

A motion unanimously passed approving Resolution No. 6190, recognizing and designating the week of October 7 through October 11, 2024, as Customer Service Appreciation Week to honor and celebrate District employees for the outstanding customer service they have provided over the past 12 months.

**3. COMMENTS FROM THE PUBLIC**

The following public provided comments:

- Gayla Shoemake, Edmonds, WA

**4. CONSENT AGENDA**

A. Approval of Minutes for the Regular Meeting of September 3, 2024

B. Bid Awards, Professional Services Contracts and Amendments

Public Works Contract Award Recommendations:

Request for Proposal No. 24-1484-SC with Davey Tree Surgery Company

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

Request for Proposal No. 23-1411-BP with WaveGuide Networks, Inc.

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

Professional Service Contract No. CW2256266 with Willdan Energy Solutions, Inc.

Professional Service Contract No. CW2256314 with Sherelle Gordon DBA

RootWorks, LLC

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

None

Interlocal Agreements and Cooperative Purchase Recommendations:

Contracts:

None

Amendments:

None

Sole Source Purchase Recommendations:

None

Emergency Declarations, Purchases and Public Works Contracts:

None

Purchases Involving Special Facilities or Market Condition Recommendations:

None

Formal Bid and Contract Amendments:

Professional Services Contract No. CW2223323 with HDR Engineering, Inc.

Miscellaneous No. CW2237965 with Ocera, Inc.

Miscellaneous No. CW2238675 with MCG Energy Holdings

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 3, 2024; 4B – Bid Awards, Professional Services Contracts and Amendments; and 4C – Consideration of Certification/Ratification and Approval of District Checks and Vouchers.



**5. PUBLIC HEARING AND ACTION****A. Disposal of Surplus Property – 4<sup>th</sup> Quarter 2024**

President Logan opened the public hearing.

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

Based on staff's recommendations that the items were no longer necessary or useful to the District, a motion unanimously passed approving the items listed on Exhibit A and Exhibit B of the Surplus Property Recommendation Report be declared surplus and be sold for high bid or disposed of according to the policy in the 4<sup>th</sup> Quarter of 2024.

**6. ITEMS FOR INDIVIDUAL CONSIDERATION****A. Consideration of a Resolution Modifying the District's Electric System Financial Reserve Policy**

A motion unanimously passed approving Resolution No. 6191, modifying the District's Electric System Financial Reserve Policy.

**B. Consideration of a Resolution Modifying the District's Water System Financial Reserve Policy**

A motion unanimously passed approving Resolution No. 6192, modifying the District's Water System Financial Reserve Policy.

**C. Consideration of a Resolution Modifying the District's Generation System Financial Reserve Policy**

A motion unanimously passed approving Resolution No. 6193, modifying the District's Generation System Financial Reserve Policy.

**7. CEO/GENERAL MANAGER REPORT**

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

**8. COMMISSION BUSINESS**

A. Commission Reports

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

Commissioner Logan proposed a change to the Regular Meeting structure. The Board concurred with the proposal. Commissioner Logan and Clerk of the Board Allison Morrison will work on the details of the proposed changes.

B. Commissioner Event Calendar

There were no changes to the Commissioner Event Calendar.

**9. GOVERNANCE PLANNING**

A. Governance Planning Calendar

There were no changes to the Governance Planning Calendar.

**ADJOURNMENT**

There being no further business or discussion to come before the Board, the Regular Meeting of September 17, 2024, adjourned at 2:01 p.m.

Approved this 7<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President



**BUSINESS OF THE COMMISSION**

Meeting Date: October 7, 2024

Agenda Item: 4B

**TITLE**

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

**SUBMITTED FOR: Consent Agenda**

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

**ACTION REQUIRED:**

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

**SUMMARY STATEMENT:**

Identify the relevant Board policies and impacts:

*Governance Process, Board Job Description, GP-3(4) ... non-delegable, statutorily assigned Board duty – Contracts and Purchasing.*

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

Public Works Contract Award Recommendations;  
None

Formal Bid Award Recommendations \$120,000 and Over (Pages 1 - 2);  
Recommend Rejection of Request for Quotation No. 24-1477-CS  
Request for Quotation No. 24-1478-CS with Wireless Structures Consulting, Inc. dba  
Western Utility Telecom, Inc.

Professional Services Contract Award Recommendations \$200,000 and Over (Page 3);  
Professional Services Contract No. CW2256429 with Hatch

Miscellaneous Contract Award Recommendations \$200,000 and Over (Page 4);  
Miscellaneous Contract No. CW2256244 with NewsData LLC

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

Sole Source Purchase Recommendations;  
None

Emergency Declarations, Purchases and Public Works Contracts;  
None

Purchases Involving Special Facilities or Market Condition Recommendations;  
None

Formal Bid and Contract Amendments (Pages 5 - 7);  
Miscellaneous Contract No. CW2245083 with Access Info Intermediate Holding I LLC  
dba Access  
Professional Services Contract No. CW2246475 with Burns & McDonnell Engineering  
Company, Inc.  
Professional Services Contract No. CW2251486 with Robert Half International Inc.

Contract Acceptance Recommendations (Page 8);  
Public Works Contract No. CW2244437 with Queen City Sheet Metal & Roofing

*List Attachments:*  
October 7, 2024 Report

**Formal Bid Award Recommendation(s) \$120,000 And Over  
October 7, 2024**

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**RFQ No. 24-1477-CS**

Lake Goodwin Relay, Control,  
and Metering Panels

No. of Bids Solicited:	5
No. of Bids Received:	1
Project Leader & Phone No.:	Sanjeev Farwaha 5502
Material Estimate:	\$175,000.00

The new panels will have the protective relays required to support a new 115kV circuit breaker to be installed in Lake Goodwin Substation in Winter/Spring of 2025. The new relays protect the radial line from Lake Goodwin to North Stanwood. That line will be extended up to the new Camano Ring Bus Substation scheduled to be completed in the Fall of 2025. To provide better reliability and protection selectivity at Lake Goodwin, a second transmission circuit breaker and associated protective relaying equipment will be added for the Lake Goodwin-Stimson Crossing Line.

Vendor

Subtotal (w/o tax)

**Schweitzer Engineering Laboratories, Incorporated**

\$169,410.00

Summary  
Statement:

Schweitzer Engineering Laboratories, Incorporated's proposal was submitted with their Terms and Conditions, which conflict with the District's, and in accordance with RCW 54.04.080 the proposed bid amount exceeded the 15% threshold of the estimated cost of the project. Therefore, staff recommends that the Board of Commissioners reject this bid. Staff will review options and return with a new award.

**Formal Bid Award Recommendation(s) \$120,000 And Over  
October 7, 2024**

**RFQ No. 24-1478-CS**

115kV Transmission Steel Poles for  
Crosswind Project

No. of Bids Solicited:	12	
No. of Bids Received:	2	
Project Leader & Phone No.:	Eric Knigge	Ext 4317
Material Estimate:	\$1,500,000.00	

These steel pole transmission structures are for the Crosswinds Battery Energy Storage System (BESS) project. Custom steel structures are required to handle the loading, minimize the need for additional supporting structures, and accommodate the required attachments. Timely fabrication and delivery of these structures are necessary for the on-time commissioning and connection of the BESS.

<u>Vendor</u>	<u>Subtotal (w/o tax)</u>
<b>Award To: Wireless Structures Consulting, Inc. DBA Western Utility Telecom, Inc.</b>	\$793,683.00
Stephens, McCarthy, Lancaster LLC proposing Valmont Inc.	\$340,394.00

Summary Statement: Valmont submitted a bid which did not meet the District’s technical specification.

Western Utility’s bid contained an error in load calculation for one pole which, when corrected, does not alter their bid amount. Therefore, staff recommends rejection of the bid from Valmont, Inc and award to Wireless Structures Consulting, Incorporated. DBA Western Utility Telecom, Incorporated, the low evaluated Bidder meeting the District’s specification in the amount of \$793,683.00, plus tax.

**Professional Services Contract Award Recommendation(s) \$200,000 And Over  
October 7, 2024**

**PSC No. CW2256429**

Arc Flash Studies of  
Generation Facilities

No. of Bids Solicited:	34
No. of Bids Received:	9
Project Leader & Phone No.:	Jake Dunn      Ext. 8867
Contract Term:	NTP – 12/31/26

Arc flash studies are required by NFPA 70E to be conducted every five years and are a critical hazard analysis for electrical worker safety. An arc flash study considers all electrical system criteria and calculates the available energy that a worker could be subjected to in the event of a fault while working on the equipment while energized.

RFQ 24-1472-SR was issued on July 9, 2024 and responses were received from the following:

- Burns & McDonnell Engineering
- Casne Engineering, Inc.
- Hallam-Ics
- Hatch Associates Consultants, Inc.
- Kinetrics
- LND Technical Services LLC
- Mesa Associates, Inc.
- Phase Engineering
- Sazan Group

The evaluation team of two employees used the following criteria for evaluating and selecting the consultant:

- Experience with similar projects and/or technology
- Consultant’s staff experience with similar projects and/or technology
- Consultant’s ability to be on-site if necessary

Based on the above evaluation criteria, the team selected Hatch. Hatch’s proposal showcased a long list of applicable experience at hydro facilities, conducting arc flash studies, and using the software required by the District. Additionally, Hatch’s proposal was the most thorough and very well put together. They also have local staff to support on-site as needed.

	<u>Consultant</u>	<u>Not-to-Exceed Amount (tax n/a)</u>
<b>Award To:</b>	<b>Hatch Associates Consultants, Inc</b>	<b>\$328,611.00</b>

**Summary Statement:** Based on the above evaluation, staff recommending an award to Hatch for the Arc Flash Studies of Generation Facilities. This is intended to be a two-year project with the arc flash study of the 100MW Jackson Hydro Project taking place in 2024, and the remaining six Generation Facilities’ arc flash studies taking place in 2025.

**Miscellaneous Contract Award Recommendation(s) \$200,000 And Over  
October 7, 2024**

**MISC. CW2256244**  
Dispatch News Service

No. of Bids Solicited:	1		
No. of Bids Received:	1		
Project Leader & Phone No.:	Aaron Swaney	Ext. 1776	
Estimate:	\$342,705.01		

NewsData provides the District with Clearing Up, a daily, utility-based subscription news service for District staff. Clearing Up includes Water Power West, NW Fishletter, California Energy Markets and three other relevant newsletters.

<u>Vendor</u>	<u>Subtotal (w/o tax)</u>
<b>Award To: NewsData LLC</b>	<b>\$342,705.01</b>

Summary Statement: Staff recommends awarding a contract for these services to NewsData LLC for five terms through June 30, 2029.

All terms shall be under the same terms and conditions, except as to price for up to four additional one-year terms. Price increases shall be based on the inflation rate on the past twelve months. Price increases will not exceed five percent per year. The initial term will be from October 1, 2024, to June 30, 2025. Additional terms will run from July 1<sup>st</sup> through June 30<sup>th</sup> for each of the remaining years.

The District has the right to terminate the contract with 30 days written notice to the Contractor.

Therefore, with this Commission approval, staff may exercise the options to renew, not to exceed five years, at an approximate amount of \$342,705.01 plus tax and escalation.



**Formal Bid and Contract Amendment(s)**  
**October 7, 2024**

**MISC No. CW2245083**  
Shredding and Storage Services

Contractor/Consultant/Supplier:	Access Info Intermediate Holding I LLC DBA Access	
Project Leader & Phone No.:	Brianne Brown	Ext. 1873
Amendment No.:	5	
Amendment:	\$20,000.00	

Original Contract Amount:	\$ 110,068.13	Original Start/End:	07/01/2019-06/30/2022
Present Contract Amount:	\$ 199,999.13	Present Start/End:	07/01/2019-06/30/2025
Amendment Amount:	\$ 20,000.00	New End Date:	N/A
New Contract Amount:	\$ 219,999.13		

Summary Statement: Access Info Intermediate Holding I LLC DBA Access provides off site document storage and shredding services.

Staff is recommending approval of Amendment No. 5 to add \$20,000.00 for continued services.

Summary of Amendments:

Amendment No. 1 dated June 13, 2022 increased contract by \$35,000.00 and extended term to 6/30/2023.

Amendment No. 2 dated April 21, 2023 increased contract by \$35,000.00 and extended term to 06/30/2024

Amendment No. 3 dated March 18, 2024 increased contract by \$19,931.00

Amendment No. 4 dated June 28, 2024 extended term to June 30, 2025

**Formal Bid and Contract Amendment(s)**  
**October 7, 2024**

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**PSC No. CW2246475**  
Consultancy Services  
For Next Generation Transport  
Network RFI

Contractor/Consultant/Supplier:	Burns & McDonnell Engineering Company, Inc
Project Leader & Phone No.:	Eleanour Hunstock Ext. 4428
Amendment No.:	3
Amendment:	\$1,702.79

Original Contract Amount:	\$109,958.00	Original Start/End:	1/10/22 - 9/30/22
Present Contract Amount:	\$256,048.00	Present Start/End:	1/10/22 - 7/31/24
Amendment Amount:	\$1,702.79	New End Date:	N/A
New Contract Amount:	\$257,750.79		

Summary Statement: Staff recommends approval of Amendment No. 3 to increase the contract by \$1,702.79 to cover the Consultant's travel cost to attend on-site product demonstrations. These costs were incurred early in the project but were not accounted for in the total contract price. All work was complete prior to the expiration of the contract.

Summary of Amendments:

Amendment No. 1 approved by the Commission July 19, 2022, added scope, funds of \$100,090.00 and extended the contract term to 3/31/23 to cover the additional scope.

Amendment No. 2 approved by the Commission January 24, 2023, added scope, funds of \$46,000.00 and extended term to 7/31/24 to cover the additional scope.

**Formal Bid and Contract Amendment(s)**  
**October 7, 2024**

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**PSC No. CW2251486**  
Treasury Labor Resources

Contractor/Consultant/Supplier:	Robert Half International Inc.	
Project Leader & Phone No.:	Lauren Way	Ext 8042
Amendment No.:	1	
Amendment:	\$100,000	

Original Contract Amount:	\$300,000.00	Original Start/End:	5/11/23 – 12/31/24
Present Contract Amount:	\$300,000.00	Present Start/End:	5/11/23 – 12/31/24
Amendment Amount:	\$100,000.00	New End Date:	12/31/25
New Contract Amount:	\$400,000.00		

**Summary Statement:** Robert Half International, Inc., currently provides temporary staff to support the labor resource needs of Financing and Risk Management, specifically the treasury and middle office business functions.

Commission approved the contract for these services on May 9, 2023. Staff is recommending approval of Amendment No. 1 to extend the contract term and add funds in support of the need for additional temporary staff to cover staff leave. The scope of work will also be updated to include an Energy Accountant/Auditor.

**Contract Acceptance Recommendations(s)**  
**October 7, 2024**

**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. CW2244437**  
EB Roof Replacement – Phase 2

Contractor:	Queen City Sheet Metal & Roofing		
Start/End:	06/14/2021 – 06/09/2023		
Evaluator & Phone No.:	Shawn Wiggins	Ext. 1916	
No. of Amendments:	10		
Retained Fund:	\$88,745.89		

Original Contract Amount: \$1,614,176.00  
Total Amendment Amount: \$160,741.72  
Final Contract Amount: \$1,774,917.72

Summary Statement: None

**Formal Bid Award Recommendation(s) \$120,000 And Over  
October 7, 2024**

**RFQ No. 24-1477-CS**

Lake Goodwin Relay, Control,  
and Metering Panels

No. of Bids Solicited:	5
No. of Bids Received:	1
Project Leader & Phone No.:	Sanjeev Farwaha 5502
Material Estimate:	<del>\$175</del> <u>133</u> ,000.00

The new panels will have the protective relays required to support a new 115kV circuit breaker to be installed in Lake Goodwin Substation in Winter/Spring of 2025. The new relays protect the radial line from Lake Goodwin to North Stanwood. That line will be extended up to the new Camano Ring Bus Substation scheduled to be completed in the Fall of 2025. To provide better reliability and protection selectivity at Lake Goodwin, a second transmission circuit breaker and associated protective relaying equipment will be added for the Lake Goodwin-Stimson Crossing Line.

Vendor

Subtotal (w/o tax)

**Schweitzer Engineering Laboratories, Incorporated**

\$169,410.00

Summary  
Statement:

Schweitzer Engineering Laboratories, Incorporated's proposal was submitted with their Terms and Conditions, which conflict with the District's, and in accordance with RCW 54.04.080 the proposed bid amount exceeded the 15% threshold of the estimated cost of the project. Therefore, staff recommends that the Board of Commissioners reject this bid. Staff will review options and return with a new award.



**BUSINESS OF THE COMMISSION**

Meeting Date: October 7, 2024

Agenda Item: 4C

**TITLE**

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

**SUBMITTED FOR: Consent Agenda**

<u>General Accounting &amp; Financial Systems</u>	<u>Shawn Hunstock</u>	<u>8497</u>
<i>Department</i>	<i>Contact</i>	<i>Extension</i>

Date of Previous Briefing: \_\_\_\_\_

Estimated Expenditure: \_\_\_\_\_ Presentation Planned

**ACTION REQUIRED:**

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

**SUMMARY STATEMENT:**

Identify the relevant Board policies and impacts:

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

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

*List Attachments:*  
Voucher Listing



## CERTIFICATION/RATIFICATION AND APPROVAL

We, the undersigned of the Public Utility District No. 1 of Snohomish County, Everett, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, and the Checks or Warrants listed below are ratified/approved for payment this 7th day of October 2024.

**CERTIFICATION:**

Certified as correct:

CEO/General Manager

*Shawn Hunstock*

Auditor

J. Scott Jones

Chief Financial Officer/Treasurer

**RATIFIED AND APPROVED:**

Board of Commissioners:

President

Vice-President

Secretary

TYPE OF DISBURSEMENT	PAYMENT REF NO.	DOLLAR AMOUNT	PAGE NO.
<b>REVOLVING FUND</b>			
Customer Refunds, Incentives and Other	1130524 - 1130875	\$64,645.56	2 - 13
Electronic Customer Refunds		\$21,418.49	14 - 18
<b>WARRANT SUMMARY</b>			
Warrants	8079548 - 8079781	\$4,623,085.95	19 - 26
ACH	6049101 - 6049601	\$12,188,961.41	27 - 42
Wires	7003387 - 7003405	\$23,498,902.80	43
Payroll - Direct Deposit	5300001105 - 5300001105	\$5,259,269.59	44
Payroll - Warrants	845284 - 845290	\$15,162.01	44
Automatic Debit Payments	5300001101 - 5300001110	\$6,517,230.67	45
	<b>GRAND TOTAL</b>	<b>\$52,188,676.48</b>	

### Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
9/9/24	1130524	KAYLA WILLIAMS	\$161.90
9/9/24	1130525	PORT GARDNER PROPERTY MANAGEMENT INC	\$64.74
9/9/24	1130526	TRISTIN MCMAHON	\$42.21
9/9/24	1130527	ALS HIGHLANDER OWNER LLC	\$24.98
9/9/24	1130528	DORIS VANIS	\$191.40
9/9/24	1130529	AARON JOHNSON	\$1,145.84
9/9/24	1130530	RUSSELL KELLY	\$30.71
9/9/24	1130531	GLENDY PAYES ALVARENGA	\$109.64
9/9/24	1130532	CECELIA GALARNEAU	\$86.00
9/9/24	1130533	ESTATE OF WILLIAM H JOHNSON	\$38.76
9/9/24	1130534	LENNAR NORTHWEST INC	\$65.67
9/9/24	1130535	HEUNGGWAN LEE	\$230.37
9/9/24	1130536	CARSON VEAL	\$152.82
9/9/24	1130537	MICHAEL GLASER	\$30.04
9/10/24	1130538	DIANE SMITH	\$83.30
9/10/24	1130539	SANTIAGO CARDENAS GUERRERO	\$126.12
9/10/24	1130540	CARYL MUNN	\$419.66
9/10/24	1130541	BORDEAUX VENTURE LLC	\$409.19
9/10/24	1130542	MARGARET HAWKINS	\$120.60
9/10/24	1130543	WAKEFIELD ALDERWOOD LLC	\$14.98
9/10/24	1130544	HENRY MADONNA	\$72.96
9/10/24	1130545	BERNICE FORBY	\$168.70
9/10/24	1130546	IH4 PROPERTY WASHINGTON, L.P.	\$98.92
9/10/24	1130547	BRECKENRIDGE EVERETT LLC	\$11.42
9/10/24	1130548	SHELLY MARTIN	\$170.41
9/10/24	1130549	PHUONG TRAN	\$152.62
9/10/24	1130550	RICHARD ESTES	\$138.73
9/10/24	1130551	TIMOTHY JONES	\$239.11
9/10/24	1130552	HOANG TRAN	\$162.84
9/10/24	1130553	ANH VO	\$62.25
9/10/24	1130554	VOID	\$0.00
9/10/24	1130555	IREEN NGAMBI	\$95.33



### Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
9/10/24	1130556	SAVATH CHO	\$78.34
9/10/24	1130557	202311WY-22 LLC	\$97.62
9/10/24	1130558	KYLEE HORN	\$31.70
9/10/24	1130559	LAURETTA BARMON	\$94.29
9/11/24	1130560	SHEENA COYLE	\$22.16
9/11/24	1130561	KEITH HAGER	\$450.00
9/11/24	1130562	JUAN HEREDIA FRAUSTO	\$70.15
9/11/24	1130563	WILLIAM OTANI	\$12.19
9/11/24	1130564	RON SIMOSKY	\$2,112.30
9/11/24	1130565	ALDERWOOD HEIGHTS APTS	\$71.37
9/11/24	1130566	TESHOME WOLDEMICHAEL	\$20.43
9/11/24	1130567	JANE MCINNIS	\$677.13
9/11/24	1130568	MARIAH CUMBERLAND CHUCK	\$263.26
9/11/24	1130569	CYNTHIA NOBLE	\$237.58
9/11/24	1130570	VOID	\$0.00
9/11/24	1130571	JESSANNIE CUEVAS	\$518.53
9/11/24	1130572	MARYNA KRYVOROTKO	\$38.40
9/11/24	1130573	RONALD LECHNER	\$171.67
9/11/24	1130574	JACQUE KAY	\$69.23
9/11/24	1130575	ROBERT MCDANIEL	\$87.19
9/11/24	1130576	KAREN BENITEZ	\$94.06
9/11/24	1130577	LILONNI JONES	\$504.43
9/11/24	1130578	CHRISTINA COTE	\$33.04
9/11/24	1130579	ISHAM HARRIS	\$107.01
9/11/24	1130580	PACIFIC RIDGE - DRH, LLC	\$56.63
9/11/24	1130581	IVETTE ANGELICA REYNA GARCIA	\$137.43
9/11/24	1130582	DIANE MINK	\$61.68
9/11/24	1130583	DENIS MAPA	\$175.67
9/11/24	1130584	DEBORAH KILGORE	\$57.39
9/11/24	1130585	VIGNESH REDDY KONDAMPALLY	\$9.26
9/11/24	1130586	PERASSO III LLC	\$7.30
9/11/24	1130587	MOHAMMAD HAKIM	\$67.38

### Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
9/11/24	1130588	LEO HENRICHSEN	\$361.58
9/11/24	1130589	RILEY GALLAGHER	\$47.56
9/12/24	1130590	SUSAN KRATAVIL	\$90.01
9/12/24	1130591	BISMARK ASUBONTENG	\$54.17
9/12/24	1130592	GALE GEORGES	\$51.09
9/12/24	1130593	ALLEGRO ASSOCIATES DE LLC	\$60.36
9/12/24	1130594	GREENHAVEN OWNER, LLC	\$12.02
9/12/24	1130595	AMFP VI WINSLEY LLC	\$10.51
9/12/24	1130596	EVERETT HOUSING AUTHORITY	\$17.31
9/12/24	1130597	MOHAMED HAKEEM MOHAMED KAZNI	\$118.77
9/12/24	1130598	MELISSA HODGINS	\$146.53
9/12/24	1130599	VOID	\$0.00
9/12/24	1130600	MARYLYN MILAR	\$158.64
9/12/24	1130601	PATRICIA MOILAN	\$179.48
9/12/24	1130602	BEVERLY HEIGHTS LLC	\$167.89
9/12/24	1130603	JZZHANE OCAIN	\$477.52
9/12/24	1130604	BRITNEY GARCIA	\$85.95
9/12/24	1130605	JAIME ACEVEDA	\$21.76
9/12/24	1130606	ANGEL MARRERO	\$50.09
9/12/24	1130607	CONNER HOMES AT BRASSWOOD LLC	\$121.29
9/12/24	1130608	DARCY POMERINKE	\$303.78
9/12/24	1130609	PARK LANE APTS LLC	\$17.66
9/13/24	1130610	RAY CORWIN	\$409.59
9/13/24	1130611	ROBERT ALLDRIDGE	\$26.02
9/13/24	1130612	MARCELA JOYA RAMOS	\$140.00
9/13/24	1130613	JOANN JONES	\$2,091.86
9/13/24	1130614	SREIT CASCADIA POINTE LLC	\$47.72
9/13/24	1130615	BRANDEN JACOBSEN	\$446.55
9/13/24	1130616	JASMINE AUVIL	\$196.30
9/13/24	1130617	NOELLE WHEELER	\$65.11
9/13/24	1130618	MATTHEW MUELLER	\$113.48
9/13/24	1130619	QINGYUAN SONG	\$73.51

**Detailed Disbursement Report**

<b>Revolving Fund - Customer Refunds, Incentives and Other</b>			
<b>Payment Date</b>	<b>Payment Ref Nbr</b>	<b>Payee</b>	<b>Amount</b>
9/13/24	1130620	JUDITH LATHAM	\$2,200.00
9/13/24	1130621	GRACE SAYLOR	\$129.31
9/13/24	1130622	TESIA VELONI	\$178.93
9/16/24	1130623	KATHRYN FARRELL	\$1,807.00
9/16/24	1130624	DEBRA LAUER	\$30.00
9/16/24	1130625	ANTHONY MAXEY	\$68.54
9/16/24	1130626	CARL NIGGEMYER	\$2,200.00
9/16/24	1130627	LINDA MCREA	\$410.85
9/16/24	1130628	TLUS RISE PICNIC POINT LP	\$13.23
9/16/24	1130629	HAYDEN PLOEGER	\$235.88
9/16/24	1130630	RENEE OLSON	\$53.91
9/16/24	1130631	MIKE LOYD	\$190.21
9/16/24	1130632	MARCI JENNINGS-SLICKERS	\$715.72
9/16/24	1130633	ERIN VOSS	\$30.87
9/16/24	1130634	ROSALIO LOPEZ- GARCIA	\$12.96
9/16/24	1130635	JORDAN MOWDAY	\$12.29
9/16/24	1130636	NAGATO YOSHIIWA	\$44.80
9/16/24	1130637	CHIAO AN CHUANG	\$68.65
9/16/24	1130638	MICHELLE PARRA	\$168.03
9/17/24	1130639	MARY POMEROY	\$55.91
9/17/24	1130640	SHIRLEY VASILAKOS	\$13.01
9/17/24	1130641	KATRINA LARSON	\$209.48
9/17/24	1130642	MOLLY JONES	\$500.00
9/17/24	1130643	SEATTLE YOUTH HOME SERVICES LLC	\$42.10
9/17/24	1130644	SUNIL KUMARI	\$59.01
9/17/24	1130645	ADRIANA GAY	\$88.10
9/17/24	1130646	JACQUELINE AMARI	\$117.72
9/17/24	1130647	EVELYN SELTZ	\$152.34
9/17/24	1130648	JR ALBERT PENTA	\$107.12
9/17/24	1130649	CAROLANN WHEELIS	\$83.70
9/17/24	1130650	BILL HARDIN	\$63.54
9/17/24	1130651	LAKESIDE APARTMENT ASSOCIATES LLC	\$30.63

### Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
9/17/24	1130652	DARRYL JONES	\$120.40
9/17/24	1130653	2809 CALIFORNIA STREET LLC	\$49.91
9/17/24	1130654	KATLYNN MCPHEE	\$103.32
9/17/24	1130655	PRATIM KAR	\$56.14
9/17/24	1130656	MANUEL MUNOZ	\$140.99
9/17/24	1130657	MARGARET WELCH	\$216.30
9/17/24	1130658	JEFFREY STEVENS	\$323.29
9/17/24	1130659	MARLIN LARIOS NESTOR	\$26.19
9/17/24	1130660	KAROL MONTENEGRO BERNAL	\$151.94
9/17/24	1130661	MICHAEL MANION	\$24.06
9/17/24	1130662	DONALD TUTTLE	\$11.01
9/18/24	1130663	ADINA JONES	\$368.87
9/18/24	1130664	IRMA VIZCAINO	\$184.84
9/18/24	1130665	RUDDY VILLACRES	\$118.98
9/18/24	1130666	SVITLANA KULAKOVA	\$96.71
9/18/24	1130667	EMILY BARKER	\$86.24
9/18/24	1130668	YELYZAVETA KALINICHENKO	\$21.56
9/18/24	1130669	GABRIEL BOLEY	\$16.81
9/18/24	1130670	ROBERT PREISINGER	\$347.42
9/18/24	1130671	JOOWON PARK	\$99.08
9/18/24	1130672	JUDITH FUENTES	\$66.88
9/18/24	1130673	CAMERON CLAYPOOL	\$109.13
9/18/24	1130674	STEFANIE GORDON	\$43.80
9/18/24	1130675	ESTATE OF LINDA LEE GEBAROFF	\$184.59
9/18/24	1130676	OWANDA DAVIS	\$287.03
9/18/24	1130677	JOSH BRAATEN	\$433.71
9/18/24	1130678	TARA DEAN	\$584.52
9/18/24	1130679	AMWA CEDAR POINTE FUND LP	\$15.59
9/18/24	1130680	HEATHER FRANKLIN	\$143.40
9/18/24	1130681	TIMOTHY MORGAN	\$165.00
9/18/24	1130682	HOLLIE WILLIAMS	\$19.24
9/18/24	1130683	BRIANNA AMES	\$52.15

**Detailed Disbursement Report**

<b>Revolving Fund - Customer Refunds, Incentives and Other</b>			
<b>Payment Date</b>	<b>Payment Ref Nbr</b>	<b>Payee</b>	<b>Amount</b>
9/18/24	1130684	DUSTIN CADWALLADER	\$32.75
9/18/24	1130685	JANICE ALLEN	\$182.33
9/18/24	1130686	TRI NGUYEN	\$186.21
9/18/24	1130687	MARYELLEN ANDERSON	\$180.65
9/18/24	1130688	RANDI TARR	\$34.16
9/19/24	1130689	SHANNON KUJATH	\$2,050.10
9/19/24	1130690	MICHAEL CASE	\$295.02
9/19/24	1130691	TERRI KNIGHT	\$25.00
9/19/24	1130692	SATYAJEET SINGH	\$80.42
9/19/24	1130693	LOIS IKE	\$2,049.36
9/19/24	1130694	JACKSON PARKER	\$38.64
9/19/24	1130695	RAYMOND BOLTZ	\$125.84
9/19/24	1130696	ENGJELLUSH KLOSI	\$42.83
9/19/24	1130697	IRAM RAHMAN	\$127.66
9/19/24	1130698	ALBERT HOGLAND	\$1,408.23
9/19/24	1130699	PARKSIDE GROUP INC	\$9.11
9/19/24	1130700	PATRICK CASSIDY	\$2,511.86
9/19/24	1130701	PETER BADGETT	\$68.58
9/19/24	1130702	MEGHAN HOEYE	\$11.71
9/19/24	1130703	OLIVIA PONZETTI	\$5.00
9/19/24	1130704	MARIA SOLTERO	\$109.89
9/19/24	1130705	MICHAEL APPLEBY	\$16.60
9/19/24	1130706	JEFF GUTHEIL	\$109.01
9/19/24	1130707	WILLIAM HAYNIE	\$120.70
9/19/24	1130708	KENYON KAI	\$198.75
9/19/24	1130709	AUDACITY BREWING LLC	\$166.81
9/19/24	1130710	TEVITA FONG	\$27.24
9/20/24	1130711	RICHARD MITCHELL	\$111.47
9/20/24	1130712	ROBERT PAUL	\$297.37
9/20/24	1130713	JUMANA JALMIRAN	\$68.91
9/20/24	1130714	RUBY LEWIS ALTMAN	\$100.00
9/20/24	1130715	TEKLE KULU	\$25.00

### Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
9/20/24	1130716	CHRISTINA JAMIESON	\$12.75
9/20/24	1130717	MAURILIA OLVERA	\$170.75
9/20/24	1130718	SOUTHLAND CORP #25334	\$30.69
9/20/24	1130719	JIANHONG CHEN	\$137.75
9/20/24	1130720	KATHERINE SCHMIDT	\$178.38
9/20/24	1130721	RICHARD FLEISCHER	\$15.59
9/20/24	1130722	ROBERT PETERSON	\$78.23
9/20/24	1130723	MARIAH SITTON	\$115.92
9/20/24	1130724	RAHIM KAHN ABDUL	\$164.62
9/20/24	1130725	DENNIS BORG	\$171.09
9/20/24	1130726	GREEN ACRES PARK INC	\$25.52
9/20/24	1130727	KRISTA GEESMAN	\$120.67
9/20/24	1130728	HAMMAD HANAFI	\$133.39
9/20/24	1130729	RAMON TAN	\$135.37
9/20/24	1130730	HUNTER HILTON	\$39.25
9/20/24	1130731	OANH THI FORBES	\$32.26
9/20/24	1130732	BROADWAY APARTMENTS @ 3214 LLC	\$13.06
9/20/24	1130733	SREIT FULTONS CROSSING LLC	\$64.75
9/20/24	1130734	GRANDVIEW NORTH LLC	\$230.95
9/20/24	1130735	CONNIE HUGHES	\$315.81
9/20/24	1130736	THOMAS ARCHER	\$156.87
9/23/24	1130737	LINDA SHAHAN	\$19.33
9/23/24	1130738	LYDIA BUCKLEY	\$38.66
9/23/24	1130739	MELINA HERNANDEZ	\$55.00
9/23/24	1130740	PIERCE SALAVEA	\$150.40
9/23/24	1130741	DOREEN DUGGAN	\$305.37
9/23/24	1130742	EQUITY RESIDENTIAL PROP	\$120.19
9/23/24	1130743	TERRIE OBANION	\$62.52
9/23/24	1130744	GENESIS GARCIA	\$48.05
9/23/24	1130745	DIEGO LEVI	\$719.09
9/23/24	1130746	LAYFATTE GRAVES	\$88.90
9/23/24	1130747	BMCH WASHINGTON LLC	\$85.43

**Detailed Disbursement Report**

<b>Revolving Fund - Customer Refunds, Incentives and Other</b>			
<b>Payment Date</b>	<b>Payment Ref Nbr</b>	<b>Payee</b>	<b>Amount</b>
9/23/24	1130748	BMCH WASHINGTON LLC	\$22.26
9/23/24	1130749	JANELLE BARQUEST	\$78.21
9/23/24	1130750	ALISSA MITTELSTEADT	\$72.69
9/23/24	1130751	EDWARD SO	\$41.35
9/23/24	1130752	CARMEN PINEDA	\$148.86
9/23/24	1130753	JR HORACE PRICE	\$99.12
9/23/24	1130754	ANDREW NICOLAS	\$35.23
9/24/24	1130755	YEKATERINA MUSIYENKO	\$155.70
9/24/24	1130756	LINA PLANCHER	\$552.70
9/24/24	1130757	DISTRICT, LLC	\$65.93
9/24/24	1130758	NANCY JONES	\$33.34
9/24/24	1130759	EDWARD HALL	\$245.46
9/24/24	1130760	DEBORAH DUNCAN	\$19.70
9/24/24	1130761	VOID	\$0.00
9/24/24	1130762	MILL AT MC 1 LLC	\$166.61
9/24/24	1130763	ISAIAH SMITH	\$180.32
9/24/24	1130764	ANNA HAJEK	\$175.64
9/24/24	1130765	MA DEL CARMEN VEGA GOMEZ	\$149.63
9/24/24	1130766	ALEX HARRISON	\$160.08
9/24/24	1130767	GARY DEVINE	\$11.57
9/24/24	1130768	IDEAL LIFESTYLE LLC	\$91.85
9/24/24	1130769	ASHLEY EISENSTEIN	\$23.49
9/24/24	1130770	HEKMAT OTHMAN	\$133.83
9/24/24	1130771	KADESHA NAZWORTHY	\$71.05
9/24/24	1130772	MELISSA HULET	\$87.63
9/24/24	1130773	JESSICA BLACK	\$62.14
9/24/24	1130774	MARELYN HARBISON	\$245.22
9/24/24	1130775	LUCJA KOBUS	\$126.78
9/24/24	1130776	MICAH MORRISON	\$114.24
9/24/24	1130777	SANDEEP SINGH	\$135.09
9/24/24	1130778	HALE MOHALA	\$106.21
9/24/24	1130779	BETHANY PEREZ	\$53.95

**Detailed Disbursement Report**

<b>Revolving Fund - Customer Refunds, Incentives and Other</b>			
<b>Payment Date</b>	<b>Payment Ref Nbr</b>	<b>Payee</b>	<b>Amount</b>
9/24/24	1130780	PRINCESS RONLEA HICKS	\$118.57
9/24/24	1130781	MICHELE FOY	\$31.66
9/24/24	1130782	JAVIER MAINAR	\$23.95
9/24/24	1130783	XIAOWEI XU	\$73.07
9/24/24	1130784	KRISTALYN RODRIGUEZ	\$6.42
9/24/24	1130785	LANCE EVANS	\$184.07
9/24/24	1130786	MICHELLE IRWIN	\$94.39
9/24/24	1130787	CAMILLE SCHULTZ	\$164.47
9/24/24	1130788	TOM HEYE	\$86.18
9/24/24	1130789	DEREK FLETT	\$2,200.00
9/24/24	1130790	JAMES SCOTT	\$45.37
9/24/24	1130791	TERRI SCHROEPEL	\$25.52
9/24/24	1130792	CARLA HAY	\$12.39
9/24/24	1130793	CODIE HARRINGTON	\$79.44
9/24/24	1130794	SUZANNE FRIZZLE	\$413.89
9/24/24	1130795	MARY STEVENS	\$61.13
9/24/24	1130796	DAN ANDERSON	\$11.80
9/24/24	1130797	DEBBIE CURTIS	\$108.75
9/24/24	1130798	THOMAS BAGWELL	\$115.23
9/24/24	1130799	NOEMI RIVERA	\$502.59
9/25/24	1130800	ALEXIA HALLE	\$145.29
9/25/24	1130801	LINA PLANCHER	\$16.61
9/25/24	1130802	CORINNA HYATT	\$64.54
9/25/24	1130803	JAMES SCOLLARD	\$130.53
9/25/24	1130804	ANN ANGEL	\$161.70
9/25/24	1130805	MICHELLE HALL	\$5.00
9/25/24	1130806	IRINA BALZHINIMAEVA	\$239.09
9/25/24	1130807	KIERAN KEESLAR	\$27.32
9/25/24	1130808	MANUELITO MINA	\$121.11
9/25/24	1130809	ALEXANDRA LEWIS	\$193.13
9/25/24	1130810	COLLEEN HOLLINS	\$90.38
9/25/24	1130811	ABBYGAIL JOHNSON	\$37.75



### Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
9/25/24	1130812	OMNI CONTRACTING SOLUTIONS LLC	\$27.92
9/25/24	1130813	TRINITY MARTINEZ	\$196.47
9/25/24	1130814	LGI HOMES - WASHINGTON, LLC	\$34.48
9/25/24	1130815	MICHAEL MALEKI	\$8.31
9/25/24	1130816	LGI HOMES - WASHINGTON, LLC	\$39.33
9/25/24	1130817	LGI HOMES - WASHINGTON, LLC	\$43.09
9/25/24	1130818	RAVEN BROOKS	\$791.88
9/25/24	1130819	RITIKA RASIWASIA	\$165.10
9/25/24	1130820	JENNIFER LEGER	\$35.66
9/25/24	1130821	CHRISTINE NGUYEN	\$164.33
9/25/24	1130822	STEVEN BRYAN	\$70.74
9/25/24	1130823	FLOWING ROBIN	\$18.82
9/25/24	1130824	LISA VAGT	\$41.00
9/25/24	1130825	PAULA WERTENBERGER	\$63.00
9/25/24	1130826	TINA TWYMAN	\$40.78
9/25/24	1130827	PAMELA PERDUE	\$130.04
9/25/24	1130828	SUNI CHON	\$30.18
9/25/24	1130829	OLIVIA SAENZ	\$97.38
9/25/24	1130830	KATE HOLMES	\$63.83
9/25/24	1130831	NINA SHPAKOUSKAYA	\$732.30
9/26/24	1130832	MARY CARPENTER	\$148.98
9/26/24	1130833	MROF I SPE III-MARYSVILLE OUTPARCEL, LLC	\$69.83
9/26/24	1130834	GABRIELA QUISPE RODRIGUEZ	\$98.23
9/26/24	1130835	LINDA IORDANIDES	\$80.16
9/26/24	1130836	WYATT LAVIGUEURE	\$182.80
9/26/24	1130837	JOHN EISENBERG	\$104.06
9/26/24	1130838	MICHAEL BROWN	\$75.11
9/26/24	1130839	JOSE BARON	\$132.30
9/26/24	1130840	PAULA ORY	\$159.67
9/26/24	1130841	INGRID NAJERA	\$68.21
9/26/24	1130842	ASHLEY BARQUEST	\$142.40
9/26/24	1130843	MARISSA WIPP	\$61.86

### Detailed Disbursement Report

Revolving Fund - Customer Refunds, Incentives and Other			
Payment Date	Payment Ref Nbr	Payee	Amount
9/26/24	1130844	TARIQ AWADALKARIM	\$160.00
9/26/24	1130845	DOMINION REAL ESTATE INC	\$489.84
9/26/24	1130846	MADELINE HENRY	\$54.14
9/26/24	1130847	LUIS ALBERTO VIAYRA LUNA	\$143.77
9/26/24	1130848	JOSE NOBLES	\$22.53
9/26/24	1130849	BRITTNEY HERBERT	\$58.86
9/26/24	1130850	LOURDES MALDANADO	\$84.47
9/26/24	1130851	WUERTH HOLDINGS LLC	\$48.53
9/26/24	1130852	LYNDSAY JONES	\$114.71
9/26/24	1130853	DMITRY RUBANOVICH	\$19.64
9/26/24	1130854	BRENDA WHITTIER	\$16.15
9/27/24	1130855	JAMES GUY	\$125.30
9/27/24	1130856	HOUSING HOPE	\$37.30
9/27/24	1130857	JOSEPH HINDS	\$72.44
9/27/24	1130858	RAQUEL DECOTEAU	\$80.65
9/27/24	1130859	NGUYEN ROBERTS	\$85.91
9/27/24	1130860	DENNIS YARNALL	\$107.83
9/27/24	1130861	KELLI ULMER	\$173.05
9/27/24	1130862	MIKEL MARTIN	\$400.00
9/27/24	1130863	BARBARA RIZZO	\$456.46
9/27/24	1130864	REGINALD ECHOLS	\$170.15
9/27/24	1130865	MAINOR RIVERA	\$73.39
9/27/24	1130866	FERNANDO ARRIETA	\$21.31
9/27/24	1130867	PAUL NURKKA	\$145.81
9/27/24	1130868	LEXSUS RENDON	\$93.66
9/27/24	1130869	TO HOA DANG	\$161.19
9/27/24	1130870	NORTH CREEK LANDING APARTMENTS LLC	\$22.22
9/27/24	1130871	BRIONY HEATER	\$126.38
9/27/24	1130872	DAMIR VELAGIC	\$125.44
9/27/24	1130873	DEILIA WHITMORE	\$290.67
9/27/24	1130874	TRIGUARD PEST CONTROL LLC	\$127.67
9/27/24	1130875	ORFA MORA	\$22.71

Detailed Disbursement Report

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

Total: \$64,645.56

**Detailed Disbursement Report**

<b>Revolving Fund - Electronic Customer Refunds</b>			
<b>Payment Date</b>	<b>Payment Ref Nbr</b>	<b>Payee</b>	<b>Amount</b>
9/9/24	000528548938	KYLE HAMMRICH	\$196.90
9/9/24	000528548939	KILEY MARRIOTT	\$71.30
9/9/24	000528548940	WINSLOW LEE	\$92.40
9/9/24	000528548941	VENKATA GOPALA SRIHARSHA SURINENI	\$20.79
9/9/24	000528548942	YVONNE SEVERSON	\$200.00
9/9/24	000528548943	CHELSEA MUNDIA	\$98.81
9/9/24	000528548944	JASON CRUZE	\$58.06
9/9/24	000528548945	ADRIANA URDA	\$17.81
9/9/24	000528548946	GREGORY MILLER	\$125.00
9/9/24	000528548947	SHARON MARK	\$1,400.00
9/9/24	000528548948	GREGORY MILLER	\$125.00
9/9/24	000528548949	AMANDA WESSELS	\$157.91
9/9/24	000528548950	CHELSEI MARIE	\$142.45
9/9/24	000528548951	DAGMAR JACOBSEN	\$69.00
9/10/24	000528558322	KAMRAN BAHALIM	\$103.49
9/10/24	000528558323	JOSE CORTES ROMERO	\$96.98
9/10/24	000528558324	TULASOO SEUI	\$11.32
9/10/24	000528558325	ANGELA TAIT	\$241.00
9/10/24	000528558326	KILSEOK SEO	\$104.90
9/10/24	000528558327	YAROSLAV PAVLENKO	\$15.70
9/10/24	000528558328	JOSE CORTES ROMERO	\$160.00
9/10/24	000528558329	JOSE CORTES ROMERO	\$320.00
9/10/24	000528558330	RIVANA AMARAL	\$72.56
9/10/24	000528558331	HONGZHUAN LEI	\$40.36
9/10/24	000528558332	TOMOHIRO KONISHI	\$17.55
9/10/24	000528558333	ALIREZA ATAIAZIMI	\$15.53
9/10/24	000528558334	DAPHNE SCACE	\$20.82
9/10/24	000528558335	DARNELL BELAND	\$34.64
9/10/24	000528558336	JORDAN ISGAR	\$70.70
9/10/24	000528558337	ANDRA LEVERETTE	\$13.41
9/10/24	000528558338	MARY HEIN	\$108.28
9/10/24	000528558339	DANIEL FELIPE CANAVERAL CARDONA	\$47.53

### Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
9/10/24	000528558340	MICHAEL CAUTHORN	\$31.56
9/10/24	000528558341	SEFRELYN ROSARIO	\$22.64
9/10/24	000528558342	CAMERON LEFEBVRE	\$62.93
9/10/24	000528558343	JENNIFER AVENDANO	\$59.31
9/10/24	000528558344	BLANCA RAMOS	\$124.08
9/10/24	000528558345	RANGEL ARZATE	\$178.33
9/10/24	000528558346	JENNIFER AVENDANO	\$59.31
9/10/24	000528558347	JESUS GUZMAN ARELLANO	\$63.27
9/10/24	000528558348	AMER JUMAAH	\$325.56
9/10/24	000528558349	ALYSSA MARINS	\$76.17
9/10/24	000528558350	AMER JUMAAH	\$162.78
9/10/24	000528558351	AMER JUMAAH	\$325.56
9/10/24	000528558352	EDDIE TRUJILLO	\$100.00
9/10/24	000528558353	EDDIE TRUJILLO	\$100.00
9/10/24	000528558354	GRACE WAMALA	\$1,406.20
9/11/24	000528568579	BRANDI CAMPBELL	\$694.00
9/11/24	000528568580	BRANDI CAMPBELL	\$694.00
9/11/24	000528568581	IRVIN GRAHAM	\$379.94
9/11/24	000528568582	ALYSON ELLIS	\$146.37
9/11/24	000528568583	RUSSELL KLAWITTER	\$168.88
9/11/24	000528568584	CHRISTOPHER KISER	\$1,046.76
9/12/24	000528577707	PATRICK HIEBEL	\$88.80
9/12/24	000528577708	LISA CLEMENSON	\$350.00
9/12/24	000528577709	JANE MASON	\$233.48
9/12/24	000528577710	IAN GOTE	\$106.69
9/12/24	000528577711	IAN GOTE	\$106.69
9/12/24	000528577712	JOSHUA MORRIN	\$199.85
9/13/24	000528585941	MADISON GOODWIN	\$92.86
9/13/24	000528585942	TWAHA MKUMBO	\$89.68
9/13/24	000528585943	WAFYA YOUSUFI	\$870.41
9/13/24	000528585944	MARLON AUGUSTO PARRA PARRA	\$204.50
9/13/24	000528585945	VIKTOR STEPANOV	\$175.67

**Detailed Disbursement Report**

<b>Revolving Fund - Electronic Customer Refunds</b>			
<b>Payment Date</b>	<b>Payment Ref Nbr</b>	<b>Payee</b>	<b>Amount</b>
9/16/24	000528601143	KAZUMA ASHIZAWA	\$30.08
9/16/24	000528601144	STAFFORD WINN	\$82.78
9/16/24	000528601145	KAZUMA ASHIZAWA	\$21.96
9/16/24	000528601146	KAZUMA ASHIZAWA	\$30.03
9/16/24	000528601147	DERREK THOMAS	\$20.48
9/16/24	000528601148	DAVID TARBELL	\$12.54
9/16/24	000528601149	STAFFORD WINN	\$32.47
9/16/24	000528601150	LAURA DAVIS	\$24.91
9/16/24	000528601151	ANTHONY HARDER	\$37.16
9/16/24	000528601152	GORDON SATRE	\$80.60
9/16/24	000528601153	TINA STANDERFER	\$170.32
9/16/24	000528601154	ICHIGO YAMANAKA	\$57.23
9/16/24	000528601155	MARTHA LORENA JARQUIN	\$84.56
9/16/24	000528601156	KEVIN POWLEY	\$28.79
9/16/24	000528601157	JAMIE PICKERING	\$78.37
9/17/24	000528611377	SAMANTHA FERNANDEZ	\$75.66
9/17/24	000528611379	ALLAN AARON	\$83.73
9/17/24	000528611380	EVGENII BESSMERTNYKH	\$105.23
9/17/24	000528611381	NICHOLAS MERRICK	\$148.34
9/17/24	000528611382	SVITLANA GORIUNENKO	\$33.29
9/17/24	000528611383	DANA MCCLURE	\$81.00
9/17/24	000528611384	MICHELLE LOCKHART	\$88.47
9/17/24	000528611385	SAMANTHA FERNANDEZ	\$26.60
9/17/24	000528611386	ELIA JOHNSTON	\$15.80
9/17/24	000528611387	SHANAR FOX	\$97.77
9/17/24	000528611388	DANA MCCLURE	\$97.12
9/17/24	000528611389	SINDHURA GANGIREDDY	\$28.53
9/17/24	000528611390	MEL OSHIRO	\$80.24
9/17/24	000528611391	LAURA SHERIDAN	\$21.84
9/17/24	000528611392	RONALD QUALLS	\$94.84
9/17/24	000528611393	MAURO LOZANO	\$19.92
9/17/24	000528611394	DAVIN CHEA	\$235.36

**Detailed Disbursement Report**

<b>Revolving Fund - Electronic Customer Refunds</b>			
<b>Payment Date</b>	<b>Payment Ref Nbr</b>	<b>Payee</b>	<b>Amount</b>
9/17/24	000528611395	LISA MARQUART	\$1,080.80
9/17/24	000528611396	KASEY RICHARDS	\$84.97
9/18/24	000528618736	JENNIFER BORRAYO	\$88.98
9/18/24	000528618737	SKYELOR SUTTON	\$59.02
9/18/24	000528618738	YVONNE ANNDEHERZ	\$151.11
9/18/24	000528618739	JORGE OCAMPO	\$167.86
9/18/24	000528618740	YVONNE ANNDEHERZ	\$46.49
9/18/24	000528618741	LENA ALZEIR	\$138.56
9/18/24	000528618742	SHAWN DONAHO	\$35.25
9/18/24	000528618743	KEITH HOUGH	\$23.12
9/18/24	000528618744	DANIEL DRAPESA SR	\$50.00
9/18/24	000528618745	JAMES VAN DER VOORT	\$8.70
9/18/24	000528618746	MUNI NAICKER	\$341.02
9/18/24	000528618747	CHRIS SMITH	\$331.93
9/18/24	000528618748	DAVID BROOKS	\$42.90
9/19/24	000528627429	HELEN BOWERS	\$79.95
9/19/24	000528627430	RUTH ARRIAGA	\$99.39
9/19/24	000528627431	JENNIFER BOEDEKER	\$102.63
9/19/24	000528627432	MYEONGHO LEE	\$251.37
9/19/24	000528627433	JOHN DORTSCH	\$18.01
9/19/24	000528627434	ESMERALDA FLORES GARCIA	\$73.39
9/19/24	000528627435	ARTHUR SMITH	\$345.17
9/19/24	000528627436	STEPHANIE WIGHT	\$133.90
9/19/24	000528627437	SADIE AMAYA	\$151.29
9/19/24	000528627438	LESLIE FERGUSON	\$451.34
9/19/24	000528627439	STAN MASON	\$132.00
9/19/24	000528627440	HANNAH GIBSON	\$137.07
9/23/24	000528646781	IVONNE FRANCO	\$130.02
9/23/24	000528646782	GRACELYNN STENSLAND	\$72.55
9/23/24	000528646783	PHANSA YUTHACHACK	\$82.39
9/23/24	000528646784	JAMES DEY	\$82.48
9/24/24	000528650000	TARIQ AWADALKARIM	\$360.00

### Detailed Disbursement Report

Revolving Fund - Electronic Customer Refunds			
Payment Date	Payment Ref Nbr	Payee	Amount
9/24/24	000528650001	TARIQ AWADALKARIM	\$65.62
9/24/24	000528650002	MICIA MOORE	\$142.93
9/24/24	000528650003	SOVUTHY SAM	\$108.43
9/26/24	000528667899	EMMA MAY	\$179.11
9/26/24	000528667900	MIKENTON CHARLAU	\$160.00
9/26/24	000528667901	NICOLE BRODAHL	\$20.01
9/27/24	000528677023	ANDREW MCLEAN	\$44.53
9/27/24	000528677024	STEFAN WITTE	\$22.93
9/27/24	000528677025	JAMES STELLJES	\$67.11
9/27/24	000528677026	JIM VCHULEK	\$30.12
9/27/24	000528677027	LACEY ERIE	\$22.69
9/27/24	000528677028	HENRY STECKER	\$58.85

**Total: \$21,418.49**



### Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
9/10/24	8079548	AT&T CORP	\$16,985.43
9/10/24	8079549	CITY OF EVERETT	\$70.39
9/10/24	8079550	GLOBAL RENTAL COMPANY INC	\$21,980.00
9/10/24	8079551	CORE & MAIN LP	\$1,675.34
9/10/24	8079552	IRON MOUNTAIN QUARRY LLC	\$1,102.02
9/10/24	8079553	MILL SUPPLY INC	\$302.94
9/10/24	8079554	CITY OF MOUNTLAKE TERRACE	\$6,478.76
9/10/24	8079555	GENUINE PARTS COMPANY	\$1,077.32
9/10/24	8079556	RIVERSIDE TOPSOIL INC	\$686.37
9/10/24	8079557	CITY OF SEATTLE	\$20,450.00
9/10/24	8079558	SIX ROBBLEES INC	\$374.01
9/10/24	8079559	SOUND PUBLISHING INC	\$82.32
9/10/24	8079560	UNUM LIFE INSURANCE CO OF AMERICA	\$39,931.64
9/10/24	8079561	US BANK NA	\$9,802.19
9/10/24	8079562	WAGNER SMITH EQUIPMENT CO	\$856.31
9/10/24	8079563	AAA OF EVERETT FIRE	\$580.27
9/10/24	8079564	ALDERWOOD WATER & WASTEWATER DISTRI	\$335.78
9/10/24	8079565	BICKFORD MOTORS INC	\$2,201.39
9/10/24	8079566	DAYVILLE HAY & GRAIN INC	\$460.59
9/10/24	8079567	EMERALD SERVICES INC	\$689.77
9/10/24	8079568	EVERGREEN ID SYSTEMS LLC	\$2,194.37
9/10/24	8079569	FIELD INSTRUMENTS & CONTROLS INC	\$568.59
9/10/24	8079570	TWELVE THIRTY ONE INCORPORATED	\$578.07
9/10/24	8079571	HDR ENGINEERING INC	\$3,580.00
9/10/24	8079572	SMART GRID NORTHWEST	\$7,500.00
9/10/24	8079573	THE PAPE GROUP INC	\$3,421.09
9/10/24	8079574	OCCUPATIONAL HEALTH CENTERS OF WA P	\$145.50
9/10/24	8079575	KIDDER MATHEWS INC	\$4,000.00
9/10/24	8079576	BHC CONSULTANTS LLC	\$50,503.08
9/10/24	8079577	CLARY LONGVIEW LLC	\$350,142.80
9/10/24	8079578	BAXTER AUTO PARTS INC	\$1,377.00
9/10/24	8079579	CONCENTRIC LLC	\$3,523.77

**Detailed Disbursement Report**

<b>Accounts Payable Warrants</b>			
<b>Payment Date</b>	<b>Payment Ref Nbr</b>	<b>Payee</b>	<b>Amount</b>
9/10/24	8079580	VP SAFETY HOLDINGS LLC	\$14,204.58
9/10/24	8079581	ARTHUR J GALLAGHER & CO	\$15,000.00
9/10/24	8079582	THE PITNEY BOWES BANK INC	\$20.00
9/10/24	8079583	NW PROFESSIONAL RESIDENTIAL &	\$3,989.45
9/10/24	8079584	CUSTOM TRUCK ONE SOURCE INC	\$3,759.46
9/10/24	8079585	WEST RIDGE ENERGY LLC	\$73,926.90
9/10/24	8079586	ENTERPRISE SALES INC	\$27,938.78
9/10/24	8079587	COFFMAN ENGINEERS INC	\$4,452.50
9/12/24	8079588	KEYSTONE LAND LLC	\$8,485.87
9/12/24	8079589	T-MOBILE WEST LLC	\$9,634.67
9/12/24	8079590	WALKER CONSTRUCTION	\$336.00
9/12/24	8079591	AT&T MOBILITY (30001680)	\$19,831.32
9/12/24	8079592	CAMANO WATER ASSN	\$96.00
9/12/24	8079593	CITY OF EVERETT	\$245.81
9/12/24	8079594	CORE & MAIN LP	\$3,996.36
9/12/24	8079595	KENT D BRUCE	\$1,004.57
9/12/24	8079596	CITY OF LYNNWOOD	\$363.44
9/12/24	8079597	GENUINE PARTS COMPANY	\$1,068.50
9/12/24	8079598	PAPE MACHINERY INC	\$45.73
9/12/24	8079599	SOUND PUBLISHING INC	\$79.38
9/12/24	8079600	STATE OF WASHINGTON	\$4,839.13
9/12/24	8079601	WASTE MANAGEMENT OF WASHINGTON INC	\$308.49
9/12/24	8079602	WILBUR-ELLIS HOLDINGS II INC	\$329.35
9/12/24	8079603	BICKFORD MOTORS INC	\$35.92
9/12/24	8079604	BEARING SUPPLY AND PARTS CO	\$3,142.10
9/12/24	8079605	NATIONAL BARRICADE CO LLC	\$2,901.36
9/12/24	8079606	NW PUBLIC POWER ASSOC	\$5,800.00
9/12/24	8079607	SNOHOMISH COUNTY	\$1,113.43
9/12/24	8079608	SNOHOMISH COUNTY	\$4,165.00
9/12/24	8079609	TECHPOWER SOLUTIONS INC	\$184.63
9/12/24	8079610	WELLSPRING FAMILY SERVICES	\$6,452.16
9/12/24	8079611	WYNNE AND SONS INC	\$164.85

### Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
9/12/24	8079612	FSX INC	\$2,443.59
9/12/24	8079613	OCCUPATIONAL HEALTH CENTERS OF WA P	\$257.50
9/12/24	8079614	ENDRESS & HAUSER INC	\$13,085.40
9/12/24	8079615	NORTHWEST FIBER LLC	\$6,936.71
9/12/24	8079616	HAWK EQUIPMENT SERVICES INC	\$2,505.73
9/12/24	8079617	KENDALL DEALERSHIP HOLDINGS LLC	\$1,219.15
9/12/24	8079618	REECE CONSTRUCTION COMPANY	\$4,205.46
9/12/24	8079619	DESIGN-BUILD INSTITUTE OF AMERICA	\$23,200.00
9/12/24	8079620	ARROW INSULATION INC	\$1,485.00
9/12/24	8079621	CITY OF MARYSVILLE	\$3,240.00
9/17/24	8079622	AT&T CORP	\$45,316.23
9/17/24	8079623	EAN HOLDINGS LLC	\$1,146.20
9/17/24	8079624	CITY OF EVERETT	\$55.30
9/17/24	8079625	GLOBAL RENTAL COMPANY INC	\$10,469.00
9/17/24	8079626	CORE & MAIN LP	\$932.13
9/17/24	8079627	IRON MOUNTAIN QUARRY LLC	\$1,326.72
9/17/24	8079628	KENT D BRUCE	\$4,378.82
9/17/24	8079629	MILL SUPPLY INC	\$506.75
9/17/24	8079630	CITY OF MONROE	\$443.82
9/17/24	8079631	GENUINE PARTS COMPANY	\$628.79
9/17/24	8079632	CITY OF ARLINGTON	\$1,872.60
9/17/24	8079633	RIVERSIDE TOPSOIL INC	\$250.00
9/17/24	8079634	SALISH NETWORKS INC	\$480.42
9/17/24	8079635	SEAHURST ELECTRIC CO INC	\$2,918.19
9/17/24	8079636	SILVER LAKE WATER & SEWER DISTRICT	\$97.55
9/17/24	8079637	SIX ROBBLEES INC	\$1,478.51
9/17/24	8079638	SNOHOMISH COUNTY	\$10.00
9/17/24	8079639	SNOHOMISH COUNTY	\$10.00
9/17/24	8079640	SNOHOMISH COUNTY	\$10.00
9/17/24	8079641	SNOHOMISH COUNTY	\$2,286.66
9/17/24	8079642	SOUND SECURITY INC	\$2,402.81
9/17/24	8079643	TALLEY INC	\$4,975.14

### Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
9/17/24	8079644	HITACHI ENERGY USA INC	\$14,823.00
9/17/24	8079645	STATE OF WASHINGTON	\$2,221.13
9/17/24	8079646	ALDERWOOD WATER & WASTEWATER DISTRI	\$38.08
9/17/24	8079647	BICKFORD MOTORS INC	\$1,435.92
9/17/24	8079648	THE HO SEIFFERT COMPANY	\$3,790.00
9/17/24	8079649	CITY OF SEATTLE	\$271,817.06
9/17/24	8079650	SNOHOMISH COUNTY	\$1,573.22
9/17/24	8079651	PUBLIC UTILITY DIST NO 1 OF	\$5,630.39
9/17/24	8079652	CITY OF STANWOOD	\$1,701.01
9/17/24	8079653	STATE OF WASHINGTON STATE PATROL	\$314.32
9/17/24	8079654	WYNNE AND SONS INC	\$79.13
9/17/24	8079655	COMCAST CORPORATION	\$544.13
9/17/24	8079656	FRED MEYER STORES INC	\$36,600.00
9/17/24	8079657	KIDDER MATHEWS INC	\$4,000.00
9/17/24	8079658	OVERTON SAFETY TRAINING INC	\$30,330.00
9/17/24	8079659	NORTHWEST FIBER LLC	\$16,114.80
9/17/24	8079660	WASHINGTON STATE DOT	\$408.70
9/17/24	8079661	KENDALL DEALERSHIP HOLDINGS LLC	\$80.93
9/17/24	8079662	UFP WESTERN DIVISION INC	\$2,749.47
9/17/24	8079663	FERGUSON ENTERPRISES LLC	\$10,930.00
9/17/24	8079664	CINTAS CORPORATION NO 2	\$5,831.60
9/17/24	8079665	CAMANO HILLS WATER CO INC	\$136.56
9/17/24	8079666	EARTHWORK SOLUTIONS LLC	\$2,670.55
9/17/24	8079667	PERFORMANCE CONTRACTING GROUP INC	\$5,341.05
9/17/24	8079668	NORMA LLP	\$28,361.66
9/17/24	8079669	LINA KIM DDS PS	\$95.00
9/17/24	8079670	MEGHAN C BOYDEN	\$750.00
9/17/24	8079671	GLORIA J DAVID	\$4,200.00
9/17/24	8079672	KEVIN D MOONEY	\$4,959.00
9/17/24	8079673	ARROW INSULATION INC	\$970.00
9/17/24	8079674	NORTHWEST PUMP & EQUIPMENT CO	\$3,853.09
9/17/24	8079675	KINGS HEATING INC	\$2,675.00

**Detailed Disbursement Report**

<b>Accounts Payable Warrants</b>			
<b>Payment Date</b>	<b>Payment Ref Nbr</b>	<b>Payee</b>	<b>Amount</b>
9/17/24	8079676	ELEVATED MECHANICAL LLC	\$2,675.00
9/17/24	8079677	MARY WICKLUND	\$13.10
9/19/24	8079678	CITY OF DARRINGTON	\$6,424.02
9/19/24	8079679	CITY OF EVERETT	\$444,144.09
9/19/24	8079680	CITY OF GOLD BAR	\$10,864.00
9/19/24	8079681	CITY OF GOLD BAR	\$772.32
9/19/24	8079682	CITY OF LYNNWOOD	\$1,296.35
9/19/24	8079683	CITY OF MARYSVILLE	\$188,731.72
9/19/24	8079684	CITY OF MARYSVILLE	\$160.92
9/19/24	8079685	CITY OF MOUNTLAKE TERRACE	\$65,274.94
9/19/24	8079686	GENUINE PARTS COMPANY	\$97.23
9/19/24	8079687	REPUBLIC SERVICES INC	\$2,071.45
9/19/24	8079688	SKAGIT LAW GROUP PLLC	\$177.00
9/19/24	8079689	SNOHOMISH COUNTY	\$10.00
9/19/24	8079690	CITY OF SULTAN	\$30,719.07
9/19/24	8079691	CITY OF ARLINGTON	\$127,885.36
9/19/24	8079692	BICKFORD MOTORS INC	\$5,879.55
9/19/24	8079693	CITY OF BOTHELL	\$128,279.51
9/19/24	8079694	CITY OF BRIER	\$16,654.37
9/19/24	8079695	CITY OF EDMONDS	\$148,554.97
9/19/24	8079696	ENGINUITY ADVANTAGE LLC	\$816.00
9/19/24	8079697	CITY OF INDEX	\$581.97
9/19/24	8079698	CITY OF LAKE STEVENS	\$114,374.39
9/19/24	8079699	CITY OF LAKE STEVENS	\$57,679.58
9/19/24	8079700	LAKE STEVENS SEWER DIST	\$185.95
9/19/24	8079701	CITY OF MONROE	\$101,407.09
9/19/24	8079702	ROOSEVELT WATER ASSN INC	\$127.50
9/19/24	8079703	PUBLIC UTILITY DIST NO 1 OF	\$100.00
9/19/24	8079704	CITY OF STANWOOD	\$31,817.74
9/19/24	8079705	TOWN OF WOODWAY	\$5,922.31
9/19/24	8079706	CITY OF GRANITE FALLS	\$15,996.73
9/19/24	8079707	GRAPHIC TECHNOLOGIES INC	\$23,893.50

## Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
9/19/24	8079708	THE PAPE GROUP INC	\$2,292.88
9/19/24	8079709	CITY OF EVERETT	\$631,477.63
9/19/24	8079710	OCCUPATIONAL HEALTH CENTERS OF WA P	\$54.00
9/19/24	8079711	KINSHIP GROUP LLC	\$3,287.11
9/19/24	8079712	ACCESS INFO INTERMEDIATE HLDNG I LL	\$1,641.36
9/19/24	8079713	REECE CONSTRUCTION COMPANY	\$3,044.63
9/19/24	8079714	RADIATE HOLDINGS LP	\$3,610.80
9/19/24	8079715	RMA GROUP INC	\$1,954.35
9/19/24	8079716	NORTHWEST FIBER LLC	\$120.00
9/19/24	8079717	PERFORMANCE CONTRACTING GROUP INC	\$11,086.30
9/19/24	8079718	ENTERPRISE SALES INC	\$18,100.53
9/19/24	8079719	EVERGREEN STATE SHEET METAL INC	\$400.00
9/19/24	8079720	CITY OF LYNNWOOD	\$178,796.61
9/19/24	8079721	CITY OF MARYSVILLE	\$1,250.00
9/19/24	8079722	CITY OF MUKILTEO	\$82,196.16
9/19/24	8079723	CITY OF SNOHOMISH	\$39,265.93
9/19/24	8079724	ALL CLIMATE INC	\$800.00
9/24/24	8079725	COMCAST HOLDING CORPORATION	\$455.86
9/24/24	8079726	DISH NETWORK	\$92.80
9/24/24	8079727	GLOBAL RENTAL COMPANY INC	\$15,386.00
9/24/24	8079728	HAT ISLAND COMMUNITY ASSN	\$10.00
9/24/24	8079729	CORE & MAIN LP	\$2,587.70
9/24/24	8079730	IRON MOUNTAIN QUARRY LLC	\$234.02
9/24/24	8079731	ISLAND COUNTY	\$306.50
9/24/24	8079732	LANGUAGE LINE SERVICES INC	\$6,315.79
9/24/24	8079733	LEXISNEXIS RISK DATA MANAGEMENT INC	\$219.80
9/24/24	8079734	CITY OF MONROE	\$854.25
9/24/24	8079735	BEACON PUBLISHING INC	\$660.00
9/24/24	8079736	GENUINE PARTS COMPANY	\$1,901.90
9/24/24	8079737	NORTHWEST SALES GROUP INC	\$1,600.08
9/24/24	8079738	PUGET SOUND ENERGY INC	\$109,376.34
9/24/24	8079739	CITY OF ARLINGTON	\$555.25

**Detailed Disbursement Report**

<b>Accounts Payable Warrants</b>			
<b>Payment Date</b>	<b>Payment Ref Nbr</b>	<b>Payee</b>	<b>Amount</b>
9/24/24	8079740	RIVERSIDE TOPSOIL INC	\$125.00
9/24/24	8079741	SIX ROBBLEES INC	\$1,899.50
9/24/24	8079742	SOUND SECURITY INC	\$639.16
9/24/24	8079743	TALLEY INC	\$1,361.44
9/24/24	8079744	HITACHI ENERGY USA INC	\$22,784.00
9/24/24	8079745	STATE OF WASHINGTON	\$174.30
9/24/24	8079746	ALDERWOOD WATER & WASTEWATER DISTRI	\$46.75
9/24/24	8079747	BICKFORD MOTORS INC	\$24,735.93
9/24/24	8079748	CINTAS CORPORATION NO 2	\$54.40
9/24/24	8079749	CROSS VALLEY WATER DISTRICT	\$263.63
9/24/24	8079750	DIRECTV ENTERTAINMENT HOLDINGS LLC	\$168.99
9/24/24	8079751	EDS MCDUGALL LLC	\$375.00
9/24/24	8079752	RYAN SCOTT FELTON	\$39.45
9/24/24	8079753	PACIFIC PUBLISHING CO INC	\$365.40
9/24/24	8079754	PROLAND SERVICES INC	\$3,332.00
9/24/24	8079755	WELLSPRING FAMILY SERVICES	\$3,630.00
9/24/24	8079756	PACIFIC LOGGING LLC	\$3,900.00
9/24/24	8079757	THE PAPE GROUP INC	\$8,291.82
9/24/24	8079758	PNG MEDIA LLC	\$354.32
9/24/24	8079759	AVO MULTI-AMP CORP DBA MEGGER	\$789.67
9/24/24	8079760	KIDDER MATHEWS INC	\$3,500.00
9/24/24	8079761	PERFORMANCE VALIDATON INC	\$7,992.00
9/24/24	8079762	THE PAPE GROUP	\$340,409.04
9/24/24	8079763	FERGUSON ENTERPRISES LLC	\$409.88
9/24/24	8079764	REECE CONSTRUCTION COMPANY	\$160.34
9/24/24	8079765	RADIATE HOLDINGS LP	\$205.27
9/24/24	8079766	JESSICA V MARQUEZ	\$1,240.00
9/24/24	8079767	QUALUS LLC	\$15,890.50
9/24/24	8079768	THE BARTELL DRUG COMPANY	\$33.12
9/24/24	8079769	STILLY RIVER MECHANICAL INC	\$4,100.00
9/24/24	8079770	MARY WICKLUND	\$12.30
9/26/24	8079771	COMCAST HOLDING CORPORATION	\$154.46

### Detailed Disbursement Report

Accounts Payable Warrants			
Payment Date	Payment Ref Nbr	Payee	Amount
9/26/24	8079772	EDMONDS SCHOOL DISTRICT NO 15	\$54,951.80
9/26/24	8079773	CITY OF EVERETT	\$167.86
9/26/24	8079774	STATE OF WASHINGTON	\$819.55
9/26/24	8079775	BLACK CREEK HYDRO INC	\$70,413.85
9/26/24	8079776	GARY D KREIN	\$1,758.40
9/26/24	8079777	SNOHOMISH COUNTY	\$412.00
9/26/24	8079778	PUBLIC UTILITY DIST NO 1 OF	\$6,480.44
9/26/24	8079779	ACCESS INFO INTERMEDIATE HLDNG I LL	\$773.26
9/26/24	8079780	WACO INDUSTRIAL COATINGS INC	\$5,202.98
9/26/24	8079781	REINHARD A HIMMEL	\$3,974.00

**Total: \$4,623,085.95**



**Detailed Disbursement Report**

<b>Accounts Payable ACH</b>			
<b>Payment Date</b>	<b>Payment Ref Nbr</b>	<b>Payee</b>	<b>Amount</b>
9/9/24	6049101	CLEAN HARBORS ENVIRONMENTAL	\$1,438.85
9/9/24	6049102	COMMERCIAL FILTER SALES & SERVICE	\$293.79
9/9/24	6049103	DAVID EVANS & ASSOCIATES INC	\$2,536.00
9/9/24	6049104	NORTHWEST POWER POOL CORP	\$9,705.48
9/9/24	6049105	PARAMETRIX INC	\$4,277.50
9/9/24	6049106	ROBERT HALF INTERNATIONAL INC	\$2,537.60
9/9/24	6049107	STAR RENTALS INC	\$14,695.26
9/9/24	6049108	STELLAR INDUSTRIAL SUPPLY INC	\$1,055.31
9/9/24	6049109	TRENCHLESS CONSTR SVCS LLC	\$55,382.53
9/9/24	6049110	UNITED PARCEL SERVICE	\$942.17
9/9/24	6049111	GORDON TRUCK CENTERS INC	\$5.74
9/9/24	6049112	WILLIAMS SCOTSMAN INC	\$257.66
9/9/24	6049113	B&L UTILITY INC	\$37,401.98
9/9/24	6049114	EDGE ANALYTICAL INC	\$287.00
9/9/24	6049115	LENZ ENTERPRISES INC	\$690.00
9/9/24	6049116	NORTHWEST CASCADE INC	\$36.07
9/9/24	6049117	BRENT STAINER	\$1,175.00
9/9/24	6049118	TOTAL LANDSCAPE CORP	\$3,219.44
9/9/24	6049119	TYNDALE ENTERPRISES INC	\$10,895.82
9/9/24	6049120	WESTERN ELECTRICITY COORDINATING CO	\$136.24
9/9/24	6049121	GRAYBAR ELECTRIC CO INC	\$4,415.77
9/9/24	6049122	ALTEC INDUSTRIES INC	\$8,059.76
9/9/24	6049123	ANIXTER INC	\$306,403.47
9/9/24	6049124	MALLORY SAFETY AND SUPPLY LLC	\$393.77
9/9/24	6049125	TRU-CHECK INC	\$336,044.70
9/9/24	6049126	TRAFFIC CONTROL PLAN CO OF WA LLC	\$1,575.00
9/9/24	6049127	WORKLOGIX MANAGEMENT INC	\$625.00
9/9/24	6049128	FUELCARE INC	\$828.65
9/9/24	6049129	CONSOR NORTH AMERICA INC	\$4,131.75
9/9/24	6049130	MAPBOX INC	\$409.00
9/9/24	6049131	ALAN L MONSON	\$953.38
9/9/24	6049132	PACHECOS LANDSCAPING LLC	\$1,832.88

**Detailed Disbursement Report**

<b>Accounts Payable ACH</b>			
<b>Payment Date</b>	<b>Payment Ref Nbr</b>	<b>Payee</b>	<b>Amount</b>
9/9/24	6049133	STUART C IRBY COMPANY	\$14,741.33
9/9/24	6049134	EXCHANGEIT GROUP LLC	\$1,375.00
9/9/24	6049135	GRANITE CONSTRUCTION COMPANY	\$1,171.42
9/9/24	6049136	CRYSTAL RAINWATER	\$21.44
9/9/24	6049137	LYNH DICKEN	\$290.78
9/9/24	6049138	KYM HOUSTON	\$117.92
9/9/24	6049139	TESSA MORENO	\$117.92
9/9/24	6049140	JANELLE MORRISSEY	\$14.74
9/9/24	6049141	LISA PORTER	\$140.70
9/9/24	6049142	KYLE FITZHUGH	\$85.76
9/9/24	6049143	KELSEA BEASLEY	\$10.72
9/9/24	6049144	LILYANNA CHRISTENSEN	\$89.78
9/9/24	6049145	DANIKA HAYNES	\$30.82
9/9/24	6049146	KAILEY LONGSTREET	\$10.72
9/9/24	6049147	JENSEN HECITA	\$10.72
9/9/24	6049148	CHARLOTTE JACKSON	\$10.72
9/10/24	6049149	ALS GROUP USA CORP	\$170.00
9/10/24	6049150	CDW LLC	\$581.82
9/10/24	6049151	CLEAN HARBORS ENVIRONMENTAL	\$8,217.67
9/10/24	6049152	DAVEY TREE SURGERY COMPANY	\$20,179.25
9/10/24	6049153	DAVID EVANS & ASSOCIATES INC	\$10,288.00
9/10/24	6049154	DOBLE ENGINEERING CO	\$48.00
9/10/24	6049155	INTERWEST CONSTRUCTION INC	\$49,903.75
9/10/24	6049156	NORTH COAST ELECTRIC COMPANY	\$2,345.06
9/10/24	6049157	PACIFIC TOPSOILS INC	\$28.15
9/10/24	6049158	PETROCARD INC	\$76,086.22
9/10/24	6049159	PUGET SOUND ENERGY INC	\$5,787.39
9/10/24	6049160	STAR RENTALS INC	\$2,825.80
9/10/24	6049161	STELLAR INDUSTRIAL SUPPLY INC	\$350.00
9/10/24	6049162	SUBURBAN PROPANE	\$98.91
9/10/24	6049163	UNITED PARCEL SERVICE	\$643.88
9/10/24	6049164	GORDON TRUCK CENTERS INC	\$5.74

**Detailed Disbursement Report**

<b>Accounts Payable ACH</b>			
<b>Payment Date</b>	<b>Payment Ref Nbr</b>	<b>Payee</b>	<b>Amount</b>
9/10/24	6049165	WIDENET CONSULTING GROUP LLC	\$5,520.00
9/10/24	6049166	WW GRAINGER INC	\$121.94
9/10/24	6049167	CELLCO PARTNERSHIP	\$92,190.17
9/10/24	6049168	DESIGNER DECAL INC	\$1,219.07
9/10/24	6049169	LENZ ENTERPRISES INC	\$178.80
9/10/24	6049170	NORTHWEST CASCADE INC	\$187.50
9/10/24	6049171	BEN-KO-MATIC CO	\$1,972.41
9/10/24	6049172	PACO VENTURES LLC	\$6,350.66
9/10/24	6049173	POLY BAG LLC	\$51.73
9/10/24	6049174	ROHLINGER ENTERPRISES INC	\$14,058.74
9/10/24	6049175	T-MOBILE USA INC	\$1,345.98
9/10/24	6049176	ULINE INC	\$1,450.23
9/10/24	6049177	ZIPPER GEO ASSOCIATES LLC	\$3,664.28
9/10/24	6049178	ALTEC INDUSTRIES INC	\$994,011.16
9/10/24	6049179	ANIXTER INC	\$45,033.34
9/10/24	6049180	ROADPOST USA INC	\$1,314.00
9/10/24	6049181	SEATTLE NUT & BOLT LLC	\$301.02
9/10/24	6049182	MOTION & FLOW CONTROL PRODUCTS INC	\$9,857.52
9/10/24	6049183	PUGET SOUND EXECUTIVE SERVICES INC	\$1,188.00
9/10/24	6049184	EIP COMMUNICATIONS I LLC	\$6,624.22
9/10/24	6049185	OPENSQUARE HOLDINGS LLC	\$40,202.18
9/10/24	6049186	PURCELL TIRE & RUBBER COMPANY	\$10,555.95
9/10/24	6049187	ELEVATOR SUPPORT COMPANY LLC	\$6,564.55
9/10/24	6049188	TESSCO TECHNOLOGIES INC	\$413.36
9/10/24	6049189	CM AIR PROS LLC	\$3,775.00
9/10/24	6049190	HOME COMFORT ALLIANCE LLC	\$4,650.00
9/10/24	6049191	TINA BYRLEY-NORRIS	\$26.80
9/10/24	6049192	TRICIA WALLS	\$21.44
9/10/24	6049193	BRETT SMITH	\$237.97
9/10/24	6049194	GENEVIEVE BARNHART	\$452.92
9/10/24	6049195	AMY KINDRED	\$33.50
9/10/24	6049196	ERIN ABER	\$103.18

**Detailed Disbursement Report**

<b>Accounts Payable ACH</b>			
<b>Payment Date</b>	<b>Payment Ref Nbr</b>	<b>Payee</b>	<b>Amount</b>
9/10/24	6049197	MAURICE GALEEV	\$13.40
9/10/24	6049198	CINDY WITTMAN	\$21.44
9/10/24	6049199	KRISTELLE HEZEL	\$111.22
9/10/24	6049200	KIMBERLEY MULLENE	\$67.00
9/11/24	6049201	DAVID EVANS & ASSOCIATES INC	\$6,254.99
9/11/24	6049202	NORTH COAST ELECTRIC COMPANY	\$3,993.52
9/11/24	6049203	PUGET SOUND ENERGY INC	\$301.91
9/11/24	6049204	ROMAINE ELECTRIC CORP	\$1,971.87
9/11/24	6049205	RWC INTERNATIONAL LTD	\$7,571.46
9/11/24	6049206	OLDCASTLE INFRASTRUCTURE INC	\$512.13
9/11/24	6049207	WW GRAINGER INC	\$474.08
9/11/24	6049208	BRAKE & CLUTCH SUPPLY INC	\$2,536.50
9/11/24	6049209	COLEHOUR & COHEN INC	\$86,394.16
9/11/24	6049210	EDGE ANALYTICAL INC	\$325.00
9/11/24	6049211	GENERAL PACIFIC INC	\$12,658.51
9/11/24	6049212	NORTHWEST CASCADE INC	\$100.50
9/11/24	6049213	ROGER R OLSEN	\$675.00
9/11/24	6049214	RICHARDSON BOTTLING COMPANY	\$143.59
9/11/24	6049215	LOUIS F MATHESON CONSTRUCTION INC	\$4,372.56
9/11/24	6049216	SENSUS USA INC	\$108,576.88
9/11/24	6049217	TOTAL LANDSCAPE CORP	\$16,220.27
9/11/24	6049218	TYNDALE ENTERPRISES INC	\$20,619.29
9/11/24	6049219	ULINE INC	\$789.84
9/11/24	6049220	ALTEC INDUSTRIES INC	\$522.75
9/11/24	6049221	SHERELLE GORDON	\$6,569.64
9/11/24	6049222	QCL INC	\$254.00
9/11/24	6049223	FLEET SERVICE VEHICLE REPAIR LLC	\$279.86
9/11/24	6049224	PURCELL TIRE & RUBBER COMPANY	\$1,761.46
9/11/24	6049225	UTILITY TRAILER & EQUIP SALES NW LL	\$2,198.00
9/11/24	6049226	EMERGENT DEVICES INC	\$435.20
9/11/24	6049227	STUART C IRBY COMPANY	\$2,017.70
9/11/24	6049228	GRANITE CONSTRUCTION COMPANY	\$1,109.97

**Detailed Disbursement Report**

<b>Accounts Payable ACH</b>			
<b>Payment Date</b>	<b>Payment Ref Nbr</b>	<b>Payee</b>	<b>Amount</b>
9/11/24	6049229	COHEN VENTURES INC	\$110,157.94
9/11/24	6049230	JENNIFER RICH	\$48.24
9/11/24	6049231	JAZMIN GARCIA	\$106.53
9/12/24	6049232	ASPLUNDH TREE EXPERT LLC	\$54,414.99
9/12/24	6049233	ELECTRO-MECHANICAL CORP	\$183,981.39
9/12/24	6049234	NORTH COAST ELECTRIC COMPANY	\$6,614.72
9/12/24	6049235	ROMAINE ELECTRIC CORP	\$202.37
9/12/24	6049236	RWC INTERNATIONAL LTD	\$691.16
9/12/24	6049237	SHI INTERNATIONAL CORP	\$6,383.10
9/12/24	6049238	STONEWAY ELECTRIC SUPPLY CO	\$16,963.14
9/12/24	6049239	SUBURBAN PROPANE	\$1,675.72
9/12/24	6049240	TERRACON CONSULTANTS INC	\$5,620.95
9/12/24	6049241	TFS ENERGY LLC	\$925.00
9/12/24	6049242	GORDON TRUCK CENTERS INC	\$48.04
9/12/24	6049243	EDGE ANALYTICAL INC	\$550.00
9/12/24	6049244	ENERGY NORTHWEST	\$4,951.46
9/12/24	6049245	LENZ ENTERPRISES INC	\$91.63
9/12/24	6049246	GARY PETERSEN	\$12,062.00
9/12/24	6049247	GARY PETERSEN	\$2,773.30
9/12/24	6049248	SENSUS USA INC	\$393,518.93
9/12/24	6049249	SOUND SAFETY PRODUCTS CO INC	\$10,183.28
9/12/24	6049250	WESTERN PACIFIC CRANE & EQUIP LLC	\$524.77
9/12/24	6049251	ALTEC INDUSTRIES INC	\$652.48
9/12/24	6049252	ANIXTER INC	\$20,268.30
9/12/24	6049253	MORSE DISTRIBUTION INC	\$1,164.63
9/12/24	6049254	LISTEN AUDIOLOGY SERVICES INC	\$585.00
9/12/24	6049255	OPENSQUARE HOLDINGS LLC	\$140.61
9/12/24	6049256	FLEET SERVICE VEHICLE REPAIR LLC	\$279.86
9/12/24	6049257	WELLNESS BY WISHLIST INC	\$1,520.82
9/12/24	6049258	GLASS FIX LLC	\$1,113.29
9/12/24	6049259	HARNISH GROUP INC	\$22,813.03
9/12/24	6049260	WASTE EQUIPMENT SALES & SVC INC	\$47,581.21

### Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
9/12/24	6049261	JOSIE ANDERSON	\$285.76
9/12/24	6049262	MIGUEL MENA ENCARNACION	\$42.88
9/12/24	6049263	AMY DEAVER	\$48.24
9/12/24	6049264	REBECCA BRADLEY	\$101.17
9/12/24	6049265	ORION EATON	\$239.19
9/12/24	6049266	JENNIFER HARRINGTON	\$96.48
9/13/24	6049267	CLEAN HARBORS ENVIRONMENTAL	\$15,316.07
9/13/24	6049268	HOWARD INDUSTRIES INC	\$119,482.18
9/13/24	6049269	MR TRUCK WASH INC	\$2,705.63
9/13/24	6049270	LONGS LANDSCAPE LLC	\$1,122.28
9/13/24	6049271	RUBATINO REFUSE REMOVAL LLC	\$8,895.30
9/13/24	6049272	STATE OF WASHINGTON	\$1,502.41
9/13/24	6049273	RESOURCE INNOVATIONS INC	\$10,500.00
9/13/24	6049274	TT FASTER LLC	\$41,783.98
9/13/24	6049275	WELLNESS BY WISHLIST INC	\$69.09
9/13/24	6049276	SAFETY-KLEEN SYSTEMS INC	\$1,826.88
9/13/24	6049277	CB PACIFIC INC	\$26,141.46
9/13/24	6049278	COZY HEATING INC	\$2,875.00
9/13/24	6049279	GREEN LIGHTING LLC	\$15,234.72
9/13/24	6049280	CM AIR PROS LLC	\$5,775.00
9/13/24	6049281	JONATHAN JONES	\$4,835.49
9/13/24	6049282	LIBERTY MUTUAL GROUP INC	\$29,248.64
9/16/24	6049283	DOBLE ENGINEERING CO	\$504.00
9/16/24	6049284	ELECTRO-MECHANICAL CORP	\$157,758.16
9/16/24	6049285	FASTENAL COMPANY	\$487.13
9/16/24	6049286	JACO ANALYTICAL LAB INC	\$546.46
9/16/24	6049287	MR TRUCK WASH INC	\$956.13
9/16/24	6049288	NELSON DISTRIBUTING INC	\$3,078.73
9/16/24	6049289	NORTHSTAR CHEMICAL INC	\$1,222.50
9/16/24	6049290	SISKUN INC	\$933.88
9/16/24	6049291	SHI INTERNATIONAL CORP	\$404.71
9/16/24	6049292	TOPSOILS NORTHWEST INC	\$924.00

**Detailed Disbursement Report**

<b>Accounts Payable ACH</b>			
<b>Payment Date</b>	<b>Payment Ref Nbr</b>	<b>Payee</b>	<b>Amount</b>
9/16/24	6049293	TRAYER ENGINEERING CORPORATION	\$276,218.00
9/16/24	6049294	OLDCASTLE INFRASTRUCTURE INC	\$20,007.31
9/16/24	6049295	WIDENET CONSULTING GROUP LLC	\$1,840.00
9/16/24	6049296	WW GRAINGER INC	\$481.89
9/16/24	6049297	RS AMERICAS INC	\$436.13
9/16/24	6049298	BRAKE & CLUTCH SUPPLY INC	\$79.03
9/16/24	6049299	CELLCO PARTNERSHIP	\$1,774.00
9/16/24	6049300	CHAMPION BOLT & SUPPLY INC	\$395.64
9/16/24	6049301	CUZ CONCRETE PRODUCTS INC	\$5,984.06
9/16/24	6049302	EDGE ANALYTICAL INC	\$250.00
9/16/24	6049303	GENERAL PACIFIC INC	\$34,711.92
9/16/24	6049304	NORTHWEST CASCADE INC	\$860.50
9/16/24	6049305	SEATTLE AUTOMOTIVE DISTRIBUTING INC	\$619.31
9/16/24	6049306	SENSUS USA INC	\$164,680.12
9/16/24	6049307	SOUND SAFETY PRODUCTS CO INC	\$62.29
9/16/24	6049308	WESTERN SAFETY PRODUCTS INC	\$2,037.55
9/16/24	6049309	UNITED RENTALS NORTH AMERICA INC	\$738.45
9/16/24	6049310	ALTEC INDUSTRIES INC	\$3,521.03
9/16/24	6049311	ANIXTER INC	\$292,287.87
9/16/24	6049312	SEMAPHORE CORP	\$2,595.84
9/16/24	6049313	HSI WORKPLACE COMPLIANCE SOLUTIONS	\$50,663.90
9/16/24	6049314	TRAFFIC CONTROL PLAN CO OF WA LLC	\$350.00
9/16/24	6049315	HALEY & ALDRICH INC	\$55,190.08
9/16/24	6049316	ANATEK LABS INC	\$1,555.00
9/16/24	6049317	LUCI CREATIVE LLC	\$5,993.40
9/16/24	6049318	TESSCO TECHNOLOGIES INC	\$2,264.11
9/16/24	6049319	AA REMODELING LLC	\$575.00
9/16/24	6049320	COHEN VENTURES INC	\$118,096.08
9/16/24	6049321	CM AIR PROS LLC	\$5,050.00
9/16/24	6049322	HOME COMFORT ALLIANCE LLC	\$5,350.00
9/16/24	6049323	BRIE'N MILLER	\$328.30
9/16/24	6049324	DANIEL MOULTON	\$36.18

**Detailed Disbursement Report**

<b>Accounts Payable ACH</b>			
<b>Payment Date</b>	<b>Payment Ref Nbr</b>	<b>Payee</b>	<b>Amount</b>
9/16/24	6049325	JAMIE CONTRERAS	\$10.72
9/17/24	6049326	CONSOLIDATED ELECTRICAL DISTRIBUTOR	\$2,453.79
9/17/24	6049327	IIA LIFTING SERVICES INC	\$5,670.00
9/17/24	6049328	NORTH COAST ELECTRIC COMPANY	\$532.96
9/17/24	6049329	PACIFIC TOPSOILS INC	\$123.50
9/17/24	6049330	PORTLAND GENERAL ELECTRIC CO	\$21,112.50
9/17/24	6049331	PUGET SOUND ENERGY INC	\$145.04
9/17/24	6049332	PUGET SOUND ENERGY INC	\$25,955.00
9/17/24	6049333	STELLAR INDUSTRIAL SUPPLY INC	\$5,692.94
9/17/24	6049334	TOPSOILS NORTHWEST INC	\$396.00
9/17/24	6049335	TULLETT PREBON AMERICAS CORP	\$1,000.00
9/17/24	6049336	UNITED PARCEL SERVICE	\$50.00
9/17/24	6049337	GENERAL PACIFIC INC	\$10,250.92
9/17/24	6049338	LONE MOUNTAIN COMMUNICATIONS LLC	\$2,855.94
9/17/24	6049339	QUALCO ENERGY	\$12,402.25
9/17/24	6049340	ROHLINGER ENTERPRISES INC	\$1,833.13
9/17/24	6049341	TECH PRODUCTS INC	\$193.00
9/17/24	6049342	TYNDALE ENTERPRISES INC	\$61,568.86
9/17/24	6049343	ALTEC INDUSTRIES INC	\$950.46
9/17/24	6049344	ANIXTER INC	\$20,128.74
9/17/24	6049345	WESTERN STATES FIRE PROTECTION CO	\$1,351.77
9/17/24	6049346	SOUTHWEST POWER POOL INC	\$12,208.00
9/17/24	6049347	PURCELL TIRE & RUBBER COMPANY	\$3,146.67
9/17/24	6049348	GMES LLC	\$606.51
9/17/24	6049349	RUBEN WILLIAM TRUJILLO	\$250.00
9/17/24	6049350	MERRILL LYNCH COMMODITIES INC	\$902,776.00
9/17/24	6049351	TESSCO TECHNOLOGIES INC	\$826.71
9/17/24	6049352	SPOKANE METALS LLC	\$13,503.60
9/17/24	6049353	KPOCH INTERMEDIATE INC	\$345.00
9/17/24	6049354	GRANITE CONSTRUCTION COMPANY	\$600.58
9/17/24	6049355	DANICA PATTISON	\$600.99
9/17/24	6049356	KATY HOLTE	\$46.90



**Detailed Disbursement Report**

<b>Accounts Payable ACH</b>			
<b>Payment Date</b>	<b>Payment Ref Nbr</b>	<b>Payee</b>	<b>Amount</b>
9/17/24	6049357	SUZANNE FREW	\$109.49
9/17/24	6049358	LISA HORNUNG	\$562.19
9/17/24	6049359	SARAH WOLFF	\$127.30
9/17/24	6049360	MIGUEL MENA ENCARNACION	\$25.46
9/17/24	6049361	RYAN SHARPE	\$127.30
9/17/24	6049362	JOHN ROBERTS	\$175.00
9/17/24	6049363	KELLY GOOTEE	\$69.68
9/17/24	6049364	MORGAN STOLTZNER	\$69.68
9/17/24	6049365	JESSICA LEE	\$10.72
9/17/24	6049366	EMILY KUBIAK	\$52.26
9/18/24	6049367	AVISTA CORPORATION	\$14,300.00
9/18/24	6049368	CONSOLIDATED ELECTRICAL DISTRIBUTOR	\$955.86
9/18/24	6049369	MR TRUCK WASH INC	\$3,340.96
9/18/24	6049370	RWC INTERNATIONAL LTD	\$1,616.30
9/18/24	6049371	STAR RENTALS INC	\$2,825.80
9/18/24	6049372	TOPSOILS NORTHWEST INC	\$132.00
9/18/24	6049373	GORDON TRUCK CENTERS INC	\$7,007.16
9/18/24	6049374	GENERAL PACIFIC INC	\$150,582.79
9/18/24	6049375	NORTHWEST CASCADE INC	\$28.17
9/18/24	6049376	BEN-KO-MATIC CO	\$1,018.57
9/18/24	6049377	POWER ENGINEERS INC	\$500.46
9/18/24	6049378	LOUIS F MATHESON CONSTRUCTION INC	\$399.23
9/18/24	6049379	WALTER E NELSON CO OF WESTERN WA	\$232.77
9/18/24	6049380	GRAYBAR ELECTRIC CO INC	\$62.64
9/18/24	6049381	ALTEC INDUSTRIES INC	\$811.49
9/18/24	6049382	ANIXTER INC	\$275,806.16
9/18/24	6049383	CENVEO WORLDWIDE LIMITED	\$5,127.49
9/18/24	6049384	ALAN L MONSON	\$545.10
9/18/24	6049385	TESSCO TECHNOLOGIES INC	\$443.04
9/18/24	6049386	GRANITE CONSTRUCTION COMPANY	\$1,185.93
9/18/24	6049387	COHEN VENTURES INC	\$214,922.67
9/18/24	6049388	AMANDA BENNETT	\$72.89

**Detailed Disbursement Report**

<b>Accounts Payable ACH</b>			
<b>Payment Date</b>	<b>Payment Ref Nbr</b>	<b>Payee</b>	<b>Amount</b>
9/18/24	6049389	LIBERTY MUTUAL GROUP INC	\$16,895.93
9/19/24	6049390	ASPLUNDH TREE EXPERT LLC	\$120,078.23
9/19/24	6049391	IBEW LOCAL 77	\$94,821.31
9/19/24	6049392	RWC INTERNATIONAL LTD	\$686.78
9/19/24	6049393	SONSRAY MACHINERY LLC	\$297.14
9/19/24	6049394	STELLAR INDUSTRIAL SUPPLY INC	\$918.21
9/19/24	6049395	TOPSOILS NORTHWEST INC	\$396.00
9/19/24	6049396	GORDON TRUCK CENTERS INC	\$1,873.01
9/19/24	6049397	CHAMPION BOLT & SUPPLY INC	\$1,958.91
9/19/24	6049398	GREENSHIELDS INDUSTRIAL SUPPLY INC	\$99.55
9/19/24	6049399	DACO CORPORATION	\$8,640.16
9/19/24	6049400	DESIGNER DECAL INC	\$2,338.68
9/19/24	6049401	NORTHWEST CASCADE INC	\$1,132.00
9/19/24	6049402	SOUND SAFETY PRODUCTS CO INC	\$6,348.91
9/19/24	6049403	OFFICE OF THE SECRETARY OF STATE	\$1,787.00
9/19/24	6049404	WALTER E NELSON CO OF WESTERN WA	\$406.26
9/19/24	6049405	WIRELESS STRUCTURES CONSULTING	\$126,241.03
9/19/24	6049406	ALTEC INDUSTRIES INC	\$475.23
9/19/24	6049407	ANIXTER INC	\$255,519.10
9/19/24	6049408	SEMAPHORE CORP	\$23,127.36
9/19/24	6049409	ICONIX WATERWORKS INC	\$4,018.90
9/19/24	6049410	DS SERVICES OF AMERICA INC	\$89.72
9/19/24	6049411	CALIFORNIA INDPNDNT SYSTEM OPR CORP	\$107,424.00
9/19/24	6049412	OPENSQUARE HOLDINGS LLC	\$13,042.67
9/19/24	6049413	PUGET SOUND HARDWARE INC	\$2,249.43
9/19/24	6049414	PURCELL TIRE & RUBBER COMPANY	\$2,573.57
9/19/24	6049415	GMES LLC	\$494.00
9/19/24	6049416	GLASS FIX LLC	\$292.34
9/19/24	6049417	TESSCO TECHNOLOGIES INC	\$145.07
9/19/24	6049418	GREEN LIGHTING LLC	\$105,363.67
9/19/24	6049419	JULIE THOMPSON	\$508.10
9/19/24	6049420	JASON ZYSKOWSKI	\$253.05

### Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
9/19/24	6049421	ROCHELLE LYON	\$175.00
9/19/24	6049422	MARC ROSSON	\$403.76
9/19/24	6049423	KEVIN LAVERING	\$1,493.41
9/19/24	6049424	GIUSEPPE FINA	\$1,361.93
9/19/24	6049425	ARIN RICCHIUTI	\$1,754.55
9/19/24	6049426	KYRA FARMER	\$486.74
9/20/24	6049427	WIDENET CONSULTING GROUP LLC	\$1,518.00
9/23/24	6049428	CONSOLIDATED ELECTRICAL DISTRIBUTOR	\$42,669.33
9/23/24	6049429	ELECTRO-MECHANICAL CORP	\$272,680.59
9/23/24	6049430	HOWARD INDUSTRIES INC	\$64,131.05
9/23/24	6049431	INTERGRAPH CORPORATION	\$4,644.50
9/23/24	6049432	PACIFIC TOPSOILS INC	\$262.12
9/23/24	6049433	PETROCARD INC	\$65,327.50
9/23/24	6049434	PUGET SOUND ENERGY INC	\$1,063.09
9/23/24	6049435	ROBERT HALF INTERNATIONAL INC	\$1,015.04
9/23/24	6049436	RWC INTERNATIONAL LTD	\$270.90
9/23/24	6049437	SCHWEITZER ENGINEERING LAB INC	\$27,650.32
9/23/24	6049438	TOPSOILS NORTHWEST INC	\$2,288.92
9/23/24	6049439	TRAYER ENGINEERING CORPORATION	\$175,783.00
9/23/24	6049440	OLDCASTLE INFRASTRUCTURE INC	\$51,961.64
9/23/24	6049441	GORDON TRUCK CENTERS INC	\$170.32
9/23/24	6049442	BRAKE & CLUTCH SUPPLY INC	\$1,016.38
9/23/24	6049443	THE COMPLETE LINE LLC	\$203.30
9/23/24	6049444	DICKS TOWING INC	\$558.01
9/23/24	6049445	LENZ ENTERPRISES INC	\$1,071.73
9/23/24	6049446	BEN-KO-MATIC CO	\$890.80
9/23/24	6049447	STOEL RIVES LLP	\$63,653.50
9/23/24	6049448	ALTEC INDUSTRIES INC	\$57.04
9/23/24	6049449	ANIXTER INC	\$352,141.12
9/23/24	6049450	ARC DOCUMENT SOLUTIONS LLC	\$6,517.07
9/23/24	6049451	MOTION & FLOW CONTROL PRODUCTS INC	\$2,015.83
9/23/24	6049452	LITE-ON TECHNOLOGY USA INC	\$283.59

**Detailed Disbursement Report**

<b>Accounts Payable ACH</b>			
<b>Payment Date</b>	<b>Payment Ref Nbr</b>	<b>Payee</b>	<b>Amount</b>
9/23/24	6049453	ELECTRO TECHNICAL INDUSTRIES INC	\$1,175,930.00
9/23/24	6049454	PACHECOS LANDSCAPING LLC	\$17,295.21
9/23/24	6049455	MORGAN LEWIS & BOCKIUS LLP	\$10,565.82
9/23/24	6049456	HARNISH GROUP INC	\$115.49
9/23/24	6049457	STUART C IRBY COMPANY	\$4,409.74
9/23/24	6049458	CLOUD CREEK SYSTEMS INC	\$175.00
9/23/24	6049459	RYAN BRUST	\$136.00
9/23/24	6049460	SLADE WILLS	\$737.27
9/23/24	6049461	CATHERINE PATTERSON	\$592.50
9/23/24	6049462	SINH TRAN	\$777.26
9/23/24	6049463	BRANDON PHAN	\$100.00
9/23/24	6049464	ANGELA FORBES	\$793.46
9/23/24	6049465	REBECCA WOLFE	\$605.50
9/23/24	6049466	ELEANOUR HUNSTOCK	\$681.65
9/23/24	6049467	LIBERTY MUTUAL GROUP INC	\$497.10
9/24/24	6049468	ALS GROUP USA CORP	\$593.80
9/24/24	6049469	HARGIS ENGINEERS INC	\$47,261.50
9/24/24	6049470	NELSON DISTRIBUTING INC	\$4,118.11
9/24/24	6049471	NW ENERGY EFFICIENCY ALLIANCE INC	\$66,402.56
9/24/24	6049472	STAR RENTALS INC	\$30,378.00
9/24/24	6049473	STELLAR INDUSTRIAL SUPPLY INC	\$8,742.69
9/24/24	6049474	STELLA-JONES CORPORATION	\$95,121.16
9/24/24	6049475	TOPSOILS NORTHWEST INC	\$792.00
9/24/24	6049476	GORDON TRUCK CENTERS INC	\$40.33
9/24/24	6049477	WW GRAINGER INC	\$39.06
9/24/24	6049478	CELLCO PARTNERSHIP	\$271.16
9/24/24	6049479	CHAMPION BOLT & SUPPLY INC	\$396.96
9/24/24	6049480	THE COMPLETE LINE LLC	\$800.07
9/24/24	6049481	LI IMMIGRATION LAW PLLC	\$2,830.00
9/24/24	6049482	NORTHWEST CASCADE INC	\$225.00
9/24/24	6049483	ROHLINGER ENTERPRISES INC	\$1,839.92
9/24/24	6049484	ANIXTER INC	\$17,056.99

**Detailed Disbursement Report**

<b>Accounts Payable ACH</b>			
<b>Payment Date</b>	<b>Payment Ref Nbr</b>	<b>Payee</b>	<b>Amount</b>
9/24/24	6049485	REXEL USA INC	\$2,285.13
9/24/24	6049486	OPENSQUARE HOLDINGS LLC	\$11,108.06
9/24/24	6049487	TRC ENGINEERS INC	\$60,115.65
9/24/24	6049488	BORDER STATES INDUSTRIES INC	\$416.30
9/24/24	6049489	HARNISH GROUP INC	\$1,254.63
9/24/24	6049490	NORTH AMERICAN RESCUE HOLDINGS LLC	\$3,027.85
9/24/24	6049491	TOYOTA MATERIAL HANDLING NW INC	\$274.76
9/24/24	6049492	ROCHELLE LYON	\$159.25
9/24/24	6049493	MARK STEPHENS	\$337.20
9/24/24	6049494	SUZANNE FREW	\$1,123.58
9/24/24	6049495	JOHN HAARLOW	\$717.63
9/24/24	6049496	KYLE FITZHUGH	\$33.50
9/24/24	6049497	CLAUDIU LAZAR	\$1,707.60
9/25/24	6049498	ELECTRO-MECHANICAL CORP	\$68,993.02
9/25/24	6049499	NORTH COAST ELECTRIC COMPANY	\$2,582.65
9/25/24	6049500	NORTHSTAR CHEMICAL INC	\$875.25
9/25/24	6049501	ROMAINE ELECTRIC CORP	\$2,538.37
9/25/24	6049502	SAP AMERICA INC	\$1,714.44
9/25/24	6049503	TOPSOILS NORTHWEST INC	\$132.00
9/25/24	6049504	TRAYER ENGINEERING CORPORATION	\$33,950.00
9/25/24	6049505	TRENCHLESS CONSTR SVCS LLC	\$40,145.93
9/25/24	6049506	UNITED PARCEL SERVICE	\$66.48
9/25/24	6049507	OTC GLOBAL HOLDINGS LP	\$2,172.00
9/25/24	6049508	DAVIS DOOR SERVICE INC	\$496.60
9/25/24	6049509	GENERAL PACIFIC INC	\$14,500.21
9/25/24	6049510	LENZ ENTERPRISES INC	\$352.32
9/25/24	6049511	ROHLINGER ENTERPRISES INC	\$52.15
9/25/24	6049512	WETHERHOLT & ASSOCIATES INC	\$18,607.70
9/25/24	6049513	UNITED RENTALS NORTH AMERICA INC	\$551.97
9/25/24	6049514	GRAYBAR ELECTRIC CO INC	\$12,326.79
9/25/24	6049515	ALTEC INDUSTRIES INC	\$331,222.95
9/25/24	6049516	MALLORY SAFETY AND SUPPLY LLC	\$1,340.69

**Detailed Disbursement Report**

<b>Accounts Payable ACH</b>			
<b>Payment Date</b>	<b>Payment Ref Nbr</b>	<b>Payee</b>	<b>Amount</b>
9/25/24	6049517	TRAFFIC CONTROL PLAN CO OF WA LLC	\$875.00
9/25/24	6049518	REXEL USA INC	\$2,620.86
9/25/24	6049519	CENVEO WORLDWIDE LIMITED	\$2,803.11
9/25/24	6049520	ORSI LESSEE LLC	\$45,527.40
9/25/24	6049521	OPENSQUARE HOLDINGS LLC	\$189,000.08
9/25/24	6049522	MARIAN DACCA PUBLIC AFFAIRS LLC	\$9,683.00
9/25/24	6049523	HARNISH GROUP INC	\$28.88
9/25/24	6049524	STUART C IRBY COMPANY	\$2,582.65
9/25/24	6049525	TOYOTA MATERIAL HANDLING NW INC	\$3,494.32
9/25/24	6049526	KPOCH INTERMEDIATE INC	\$345.00
9/26/24	6049527	ALS GROUP USA CORP	\$634.00
9/26/24	6049528	ASPLUNDH TREE EXPERT LLC	\$47,270.68
9/26/24	6049529	MILES SAND & GRAVEL COMPANY	\$1,074.69
9/26/24	6049530	IIA LIFTING SERVICES INC	\$2,285.00
9/26/24	6049531	ELECTRO-MECHANICAL CORP	\$229,976.74
9/26/24	6049532	JACO ANALYTICAL LAB INC	\$1,342.80
9/26/24	6049533	NORTHSTAR CHEMICAL INC	\$525.00
9/26/24	6049534	RWC INTERNATIONAL LTD	\$5,597.02
9/26/24	6049535	SHI INTERNATIONAL CORP	\$9,547.30
9/26/24	6049536	TOPSOILS NORTHWEST INC	\$264.00
9/26/24	6049537	GORDON TRUCK CENTERS INC	\$620.93
9/26/24	6049538	DAVID JAMES PERKINS	\$4,280.00
9/26/24	6049539	SOUND SAFETY PRODUCTS CO INC	\$8,409.35
9/26/24	6049540	UNITED RENTALS NORTH AMERICA INC	\$576.98
9/26/24	6049541	GRAYBAR ELECTRIC CO INC	\$27,495.09
9/26/24	6049542	ALTEC INDUSTRIES INC	\$600.31
9/26/24	6049543	ANIXTER INC	\$7,396.38
9/26/24	6049544	FINANCIAL CONSULTING SOLUTIONS GROU	\$3,473.75
9/26/24	6049545	SEATTLE NUT & BOLT LLC	\$1,748.17
9/26/24	6049546	REXEL USA INC	\$12,695.59
9/26/24	6049547	DS SERVICES OF AMERICA INC	\$136.27
9/26/24	6049548	QCERA INC	\$2,115.50

**Detailed Disbursement Report**

<b>Accounts Payable ACH</b>			
<b>Payment Date</b>	<b>Payment Ref Nbr</b>	<b>Payee</b>	<b>Amount</b>
9/26/24	6049549	MCG ENERGY HOLDINGS LLC	\$14,726.60
9/26/24	6049550	SHERELLE GORDON	\$32,000.00
9/26/24	6049551	QCL INC	\$133.00
9/26/24	6049552	UTILITY TRAILER & EQUIP SALES NW LL	\$1,103.57
9/26/24	6049553	ANATEK LABS INC	\$1,875.00
9/26/24	6049554	IHEARTMEDIA ENTERTAINMENT INC	\$6,240.00
9/26/24	6049555	TOYOTA MATERIAL HANDLING NW INC	\$303.32
9/26/24	6049556	MIKE BLACK	\$185.00
9/26/24	6049557	KERI DAVIS	\$2,608.41
9/26/24	6049558	HUNTER BURCHARD	\$592.16
9/26/24	6049559	FREDERICK WILLENBROCK	\$98.38
9/26/24	6049560	MICHAEL BOWER	\$150.40
9/27/24	6049561	CENTRAL WELDING SUPPLY CO INC	\$71.54
9/27/24	6049562	CERIUM NETWORKS INC	\$1,433.26
9/27/24	6049563	KUBRA DATA TRANSFER LTD	\$40,989.09
9/27/24	6049564	MYCOFF FRY PARTNERS LLC	\$2,126.34
9/27/24	6049565	NORTHSTAR CHEMICAL INC	\$852.10
9/27/24	6049566	NW SUBSURFACE WARNING SYSTEM	\$7,652.04
9/27/24	6049567	OPEN TEXT INC	\$9,795.09
9/27/24	6049568	PITNEY BOWES PRESORT SERVICES LLC	\$253.12
9/27/24	6049569	STAR RENTALS INC	\$6,743.56
9/27/24	6049570	WIDENET CONSULTING GROUP LLC	\$1,472.00
9/27/24	6049571	WILLIAMS SCOTSMAN INC	\$589.31
9/27/24	6049572	CONFLUENCE ENGINEERING GROUP LLC	\$2,681.00
9/27/24	6049573	ELECTRICAL TRAINING ALLIANCE	\$13,062.59
9/27/24	6049574	OPEN ACCESS TECHNOLOGY INTL INC	\$987.14
9/27/24	6049575	RICOH USA INC	\$32,459.08
9/27/24	6049576	LOUIS F MATHESON CONSTRUCTION INC	\$2,376.13
9/27/24	6049577	RMG FINANCIAL CONSULTING INC	\$350.00
9/27/24	6049578	TWILIO INC	\$5,311.78
9/27/24	6049579	ELECTRO TECHNICAL INDUSTRIES INC	\$90,118.00
9/27/24	6049580	QCL INC	\$1,189.00

### Detailed Disbursement Report

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
9/27/24	6049581	FLEET SERVICE VEHICLE REPAIR LLC	\$115.34
9/27/24	6049582	PURCELL TIRE & RUBBER COMPANY	\$2,755.32
9/27/24	6049583	AMERICAN EQUIPMENT HOLDINGS LLC	\$24,353.10
9/27/24	6049584	TERNIO II INC	\$300.00
9/27/24	6049585	SCI NETWORKS USA	\$36,935.00
9/27/24	6049586	PERFORMANCE SYSTEMS	\$33,333.33
9/27/24	6049587	FORTERRA NW	\$3,401.25
9/27/24	6049588	TRUVIEW BSI LLC	\$1,166.55
9/27/24	6049589	RUBEN WILLIAM TRUJILLO	\$1,126.49
9/27/24	6049590	LUISANA HERNANDEZ	\$2,050.23
9/27/24	6049591	CABLE HUSTON LLP	\$46,836.40
9/27/24	6049592	RODDAN INDUSTRIAL LLC	\$7,672.45
9/27/24	6049593	NATIONAL CONDUCTOR INC	\$30,820.58
9/27/24	6049594	LOOMIS ARMORED US LLC	\$3,979.02
9/27/24	6049595	KPOCH INTERMEDIATE INC	\$122,280.03
9/27/24	6049596	GOLDFINCH BROTHERS INC	\$2,369.85
9/27/24	6049597	STILLWATER ENERGY LLC	\$48,604.89
9/27/24	6049598	JULIE MAINSTONE	\$87.10
9/27/24	6049599	GREGORY MINNICH	\$175.00
9/27/24	6049600	AARON SWANEY	\$47.00
9/27/24	6049601	KYLE FITZHUGH	\$85.76

**Total: \$12,188,961.41**



### Detailed Disbursement Report

Accounts Payable Wires			
Payment Date	Payment Ref Nbr	Payee	Amount
9/9/24	7003387	MOBILIZZ INC	\$14,298.57
9/10/24	7003388	ICMA-RC	\$104,500.00
9/10/24	7003389	CRAWFORD & COMPANY	\$1,170.47
9/11/24	7003390	US POSTAL SVC	\$24,537.07
9/16/24	7003391	US DEPARTMENT OF ENERGY	\$46,074.70
9/19/24	7003392	ICMA-RC	\$288,488.17
9/19/24	7003393	PUBLIC UTILITY DIST NO 1 OF SNOHOMI	\$24,698.52
9/19/24	7003394	ICMA-RC	\$715,635.99
9/19/24	7003395	CRAWFORD & COMPANY	\$2,000.00
9/20/24	7003396	THE ENERGY AUTHORITY INC	\$458,441.54
9/20/24	7003397	EDF TRADING NORTH AMERICA LLC	\$625.00
9/20/24	7003398	HAMPTON LUMBER MILLS-WA INC	\$61,778.05
9/20/24	7003399	LL&P WIND ENERGY INC	\$385,246.01
9/20/24	7003400	MACQUARIE ENERGY NORTH AMERICA TRAD	\$1,791,964.00
9/20/24	7003401	SHELL ENERGY NORTH AMERICA LP	\$42,394.45
9/20/24	7003402	CRAWFORD & COMPANY	\$20,554.53
9/20/24	7003403	AVANGRID RENEWABLES HOLDINGS INC	\$1,813,340.88
9/25/24	7003404	US DEPARTMENT OF ENERGY	\$17,699,384.00
9/26/24	7003405	CRAWFORD & COMPANY	\$3,770.85

**Total: \$23,498,902.80**

### Detailed Disbursement Report

Payroll			
Period End Date	Payment Ref Nbr	Payee	Amount
9/18/24	5300001105	PUD EMPLOYEES - DIRECT DEPOSIT	\$5,259,269.59
9/20/24	845284 - 845290	PUD EMPLOYEES - WARRANTS	\$15,162.01

### Detailed Disbursement Report

Automatic Debit Payments			
Payment Date	Payment Ref Nbr	Payee	Amount
9/9/24	5300001101	US POSTAL SVC	\$110,000.00
9/12/24	5300001102	STATE OF WA DEPT OF RETIR	\$2,238,959.10
9/13/24	5300001104	WELLNESS BY WISHLIST INC	\$16,635.82
9/18/24	5300001105	ADP INC	\$1,378,322.38
9/20/24	5300001106	WELLNESS BY WISHLIST INC	\$7,032.21
9/20/24	5300001107	WELLNESS BY WISHLIST INC	\$12,712.06
9/23/24	5300001108	STATE OF WA DEPT OF RETIR	\$213,962.05
9/26/24	5300001109	STATE OF WA DEPT OF REVEN	\$2,527,628.40
9/27/24	5300001110	WELLNESS BY WISHLIST INC	\$11,978.65
<b>Total:</b>			<b>\$6,517,230.67</b>



**BUSINESS OF THE COMMISSION**

Meeting Date: October 7, 2024

Agenda Item: 5A

**TITLE**

Open the 2025 Proposed Budget Hearing

**SUBMITTED FOR: Public Hearing**

<u>Finance Division</u>	<u>Scott Jones/Sarah Bond</u>	<u>8356/8448</u>
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing: _____		
Estimated Expenditure: _____		Presentation Planned <input checked="" type="checkbox"/>

**ACTION REQUIRED:**

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

**SUMMARY STATEMENT:**

Identify the relevant Board policies and impacts:

*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 7, 2024. Additional presentations will be prepared for the Public Hearings on November 5, 2024, and November 19, 2024. Budget adoption is scheduled for the Board’s consideration on December 3, 2024.

- List Attachments:*
- 2025 Proposed Budget Introduction Presentation
  - 2025 Proposed Budget Book

# 2025 Budget Public Hearing

October 7, 2024

**Scott Jones**  
*Chief Financial Officer*

**Andrea Bourdo**  
*Senior Business Operations Coordinator*

**Sarah Bond**  
*Manager Budget and Financial Planning*



**SNOHOMISH COUNTY**  
**PUD**  
PUBLIC UTILITY DISTRICT NO. 1  
*Energizing Life in Our Communities*

**2025**  
Proposed  
**Budget**

⚡ ☀️ 💧

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

# Purpose of Presentation

## NOTICE OF PUBLIC HEARING ON PROPOSED 2025 BUDGET

**To begin the first of four  
public budget hearings for the  
2025 Proposed Budget.**

**This presentation is for  
information and discussion  
only, Board approval of the  
2025 Budget will be requested  
on December 3, 2024.**


NOTICE IS HEREBY GIVEN that the proposed preliminary budget of Public Utility District No. 1 of Snohomish County, Washington, for the calendar year 2025 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 7, 2024, 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 20<sup>th</sup> day of August 2024



Sidney Logan, President



Tanya Olson, Vice-President



Rebecca Wolfe, Secretary

To be Published: September 3, 2024  
September 17, 2024

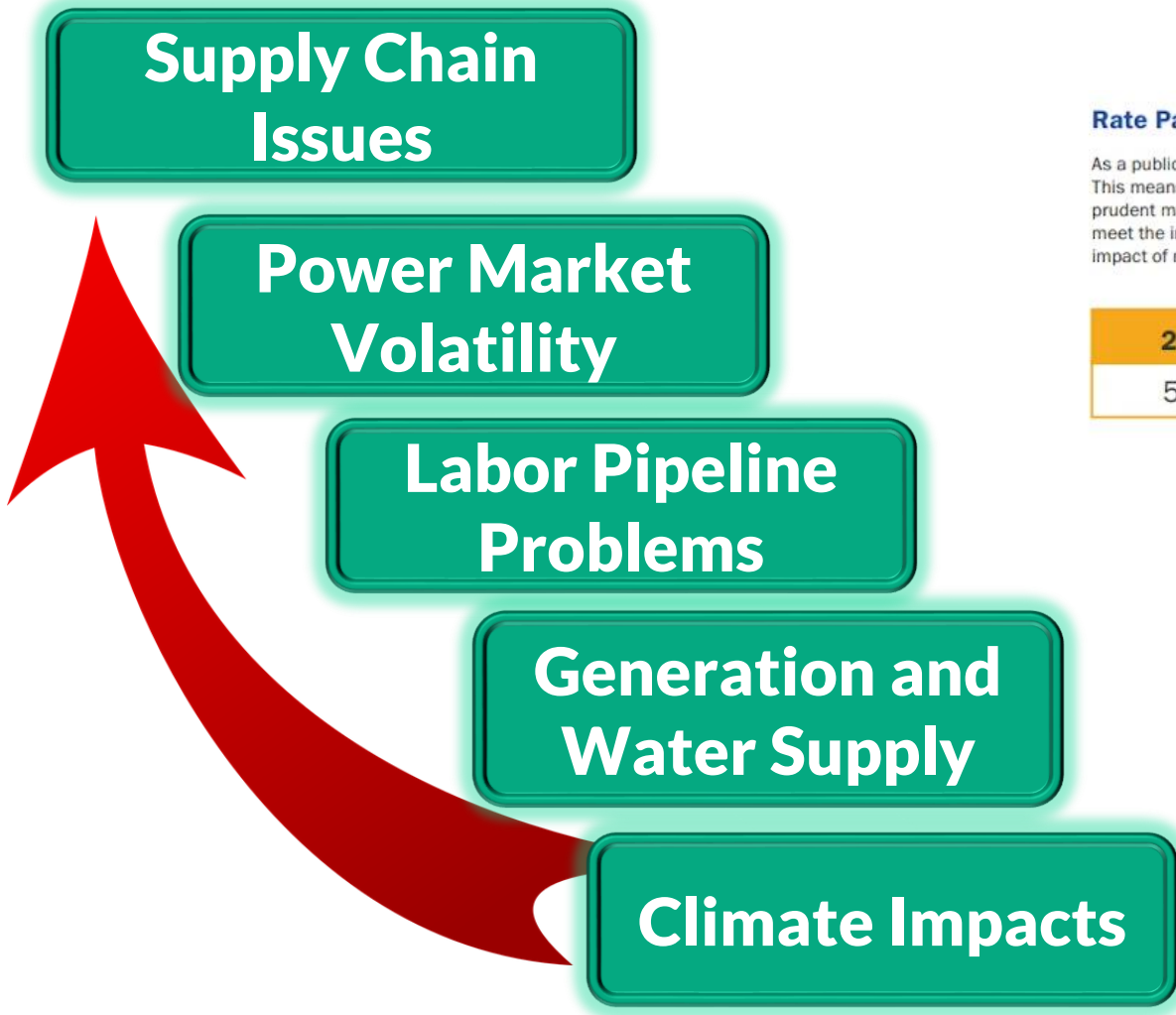
# 2025 Proposed Electric System Budget Highlights

The Snohomish County Public Utility District, along with other utilities, is continuing to face significant financial challenges due to rising power costs, increasing operational expenses, inflationary pressures, and aging infrastructure.

The Proposed Budget for 2025 and the five-year forecast aim to maintain financial stability through an approach that balances cost management measures, a substantial debt issuance for capital projects and refinancing, and reasonable general rate increases.



# Financial Pressures Facing the Utility Industry



## Rate Path

As a public utility, City Light operates to benefit the public – you are our shareholders. This means we spend ratepayer money carefully and we drive down costs through prudent management. While we remain committed to managing costs, we cannot meet the increasing financial pressures of higher power costs, electrification, and the impact of new regulatory requirements without also raising rates.

This Strategic Plan Update results in a rate path of 5.4% increases annually for the first two years and 5% annually for the remaining four years.

2025	2026	2027	2028	2029	2030
5.4%	5.4%	5.0%	5.0%	5.0%	5.0%

**Recommended: 5.3% Annual Rate Increases in 2025 & 5.3% in 2026**



**Lewis County PUD customers likely to see rate increases in coming years**

Commissioners approve budgets with increases in 2025, 2026



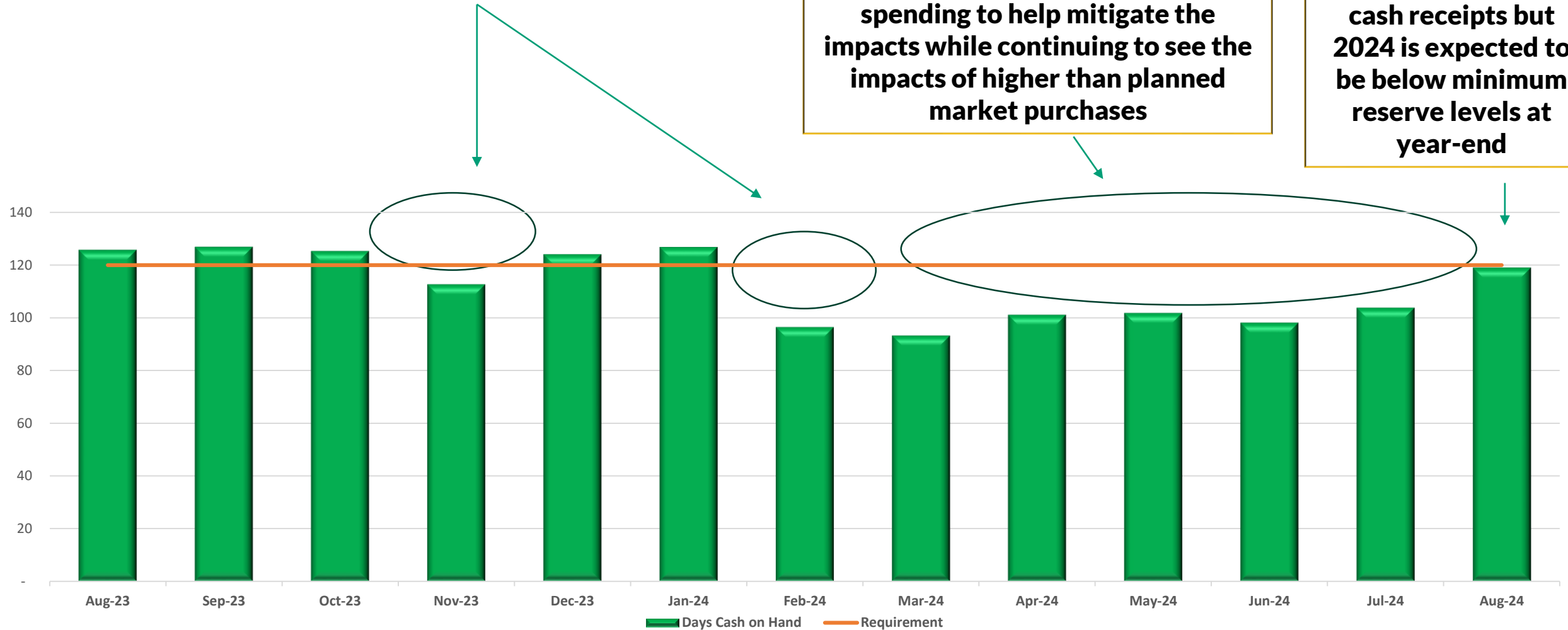
\*Historical 120-day reserve calculation

# Reserve Levels and Budget Development Impacts

Significant market power expenditures in late 2023 and January 2024 had negative impacts on reserve levels

District staff worked to reduce 2024 spending to help mitigate the impacts while continuing to see the impacts of higher than planned market purchases

August had positive cash receipts but 2024 is expected to be below minimum reserve levels at year-end

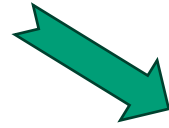


# Budget Balancing Strategy



## Long-Term Financial Goals

- Provide adequate funding to support growth, safety and reliability
- Ensure reasonable rate increases
- Maintain adequate reserve and debt service coverage levels
- Support the District's long-term strategic priorities



## Financial Strategies


- Cost management
- Bond and other financing opportunities
- Rate strategies



## 2025 Proposed Budget

- \$24M in cost reductions and deferrals from 2025 initial budget requests
- \$185M Bond Issue in 2025 to pay for Capital projects
- 4.6% suggested general rate increase, effective April 1, 2025

# 2025 Proposed Budgets At-a-Glance

	Electric System	Generation System	Water System
Operating Revenues	\$831M	\$24M	\$19M
Operating Expenditures	\$786M	\$19M	\$21M
Capital Expenditures	\$221M	\$5M	\$14M
Use of Bond Proceeds	\$84M	-	\$8M

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

# Funding Our Mission



The 2025 Proposed Budgets ensure that we can continue to deliver affordable power and water to our customer-owners in a safe, environmentally stable, and reliable manner to 875,000 people and 25,000 businesses through 382,000 electric and 23,000 water meters in over 20 cities and Camano Island throughout Snohomish County

**The 2025 Proposed Budget includes \$8.5M for bill assistance geared towards income qualified customers as well as budget payment plans to help stabilize payments**

**PUD employees and customers also contribute to the Community Energy Fund which provides one-time grants for families and individuals who need help paying their energy bills**

# Funding Our Assistance





# Funding Our Reliability

**99 Substations** which require engineering, maintenance and construction efforts

**700 Vehicles and Equipment** requiring fuel, maintenance and replacements

**97,680 Transformers** which need to be regularly maintained or replaced

**4,616 miles of underground distribution wire** which need to be tested and regularly maintained or replaced

**131,800 Wood and Metal Poles** to inspect, maintain, and replace

**6,247 Miles of Distribution and 332 Miles of Transmission Lines** which need to be regularly maintained or replaced and require vegetation management

**The 2025 Proposed Budget includes \$297M to fund Operating and Maintenance expenditures which ensure a reliable and safe system**

# Funding Our Environment



## Business rebates & incentives

The 2025 Proposed Budget includes \$18.2M for Energy Efficiency incentive programs designed to help customers use less energy and lower their power bills and reduce the District's power purchase costs as well as funding for other initiatives to help us minimize our environmental impact.

WELCOME TO THE

## PUD Marketplace

Refresh your home this season and save.

Lower your energy bill with energy-saving products and instant rebates from Snohomish PUD.

**Connect to \$AVE!** 



**The 2025 Proposed Budget includes \$373M in Purchased Power and Generation expenditures to ensure that we have reliable power for our customers.**

## Funding Our Power

- Almost two-thirds of the Districts' power comes from the Bonneville Power Administration (BPA) at a cost of \$260M, the District will be switching to the Load Following product beginning October 2025.
- The District's Generation System, which consists of five Hydroelectric projects, is budgeted at \$23.6M in 2025.
- Market Power purchases are budgeted at \$51M, a reduction from 2024 levels.



# Funding Our Future

## Distribution System Infrastructure



Major electric distribution infrastructure projects include construction of the Crosswinds and Sky Valley Substations, continued investments in the wood pole and underground cable replacement programs and many other projects. Total funding for all Distribution System Infrastructure projects is \$56.3M.

The 2025 Proposed Budget includes \$220M in Capital funding to help ensure that we are ready for future energy demands, new technologies, and customer growth.



This project, in partnership with the Department of Energy (DOE), will enhance community and grid resiliency and support safe, healthy, sustainable, and equitable communities by replacing fire-causing expulsion fuses in highest risk areas, installing hundreds of wireless smart grid devices to improve grid reliability, and upgrading aging software and technology systems to enable a more efficient grid. Capital funding is \$12.9M in 2025, partially funded by grant revenues from the DOE.



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 2025 for the Connect Up project is \$29M, primarily through bond proceeds.

# FOCUS ON THE FUTURE

2023-2027 STRATEGIC PLAN

## Funding Our *Vision*

The 2025 Proposed Budget includes funding for projects and initiatives that are directly related to our Strategic Priorities

### Our strategic priorities:

- *Bolster operational reliability and resiliency*
- *Enhance and evolve customer experiences*
- *Actively help our communities thrive*
- *Build a sustainable future with our communities*
- *Create the culture and capabilities needed for the future*

# 2025 Proposed Generation System Budget Highlights

- The \$13M Operating and Maintenance budget for the Generation system provides funding to ensure reliable operation of our five hydroelectric plants.
- Major capital improvement budget of \$4.5M funds projects such as the Jackson Switchyard re-design and general plant improvements.

**Power generated by the Generation System is purchased by the Electric System to serve our customers.**

**The 2025 Proposed Generation System Budget is primarily focused on continuing long-term strategic planning for generation system and habitat stability and reliability.**

# 2025 Proposed Water System Budget Highlights

**The 2025 Proposed Water System Budget includes long-term borrowing, and a general rate increase to help address rising inflation, supply chain issues, and City of Everett wholesale rate increases.**

- The City of Everett anticipates approving a 12% wholesale rate increase, effective January 1, 2025.
- An 8.25% general retail rate increase effective March 1, 2025, subject to public hearing and Board approval.
- \$14.6M in Capital funding including main extensions, the construction of a new 500,000-gallon reservoir in our Kayak system and Water AMI conversion.
- Includes the use of \$8M in bond proceeds to help fund capital projects.



(\$000's)	Electric	Generation	Water
<b>Operating Revenues</b>			
Energy/Water Retail Sales	\$ 745,728	\$ 23,888	\$ 17,874
Energy/Water Wholesale Sales	53,824	-	774
Other Operating Revenues	31,008	-	410
<b>Total Operating Revenues</b>	<b>\$ 830,560</b>	<b>\$ 23,888</b>	<b>\$ 19,059</b>
<b>Operating Expenses</b>			
Purchased Power/Water	\$ 373,471	\$ -	\$ 4,989
Operations & Maintenance	297,016	13,003	11,630
Taxes	46,383	98	934
Depreciation (non-cash)	69,491	6,100	3,906
<b>Total Operating Expenses</b>	<b>\$ 786,361</b>	<b>\$ 19,200</b>	<b>\$ 21,459</b>
<b>Net Operating Income</b>	<b>\$ 44,198</b>	<b>\$ 4,688</b>	<b>\$ (2,401)</b>
<b>Non-Operating Income (Expense)</b>			
Interest Income & Other	\$ 24,991	\$ 987	\$ 226
Interest Charges	(22,717)	(3,476)	(1,553)
Contributions	33,735	50	4,232
<b>Total Non-Operating Income (Expense)</b>	<b>\$ 36,009</b>	<b>\$ (2,439)</b>	<b>\$ 2,906</b>
<b>Net Income</b>	<b>\$ 80,207</b>	<b>\$ 2,249</b>	<b>\$ 505</b>
<b>Other Expenditures</b>			
Capital Expenditures	\$ 221,007	\$ 4,598	\$ 14,605
Debt Service Principal	15,545	3,746	1,621
<b>Reserves Additions/(Uses)</b>			
Revenue Fund/GFC Fund	\$ 1,891	\$ -	\$ (3,968)
Bond Construction Funds	(83,900)	-	(8,337)



# 2025 Proposed Budgets

# 2025 Budget Public Hearing Remaining Schedule

**November 5, 2024 – Continue the 2025 Budget Hearing**

**November 19, 2024 – Continue the 2025 Budget Hearing**

**December 3, 2024 – Request approval of the 2025 Budget**

# 2025 Proposed Budget



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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 1,200 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 875,000 people and 25,000 businesses through 373,000 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.*

### OUR PURPOSE, VALUE AND VISION

**> 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 enabling the vitality of the communities we serve, today and tomorrow. To fulfill our part, we:

- Are a **POWERFUL PARTNER**
- Provide **EXCEPTIONAL VALUE**
- Deliver **EXCELLENT EXPERIENCES**
- Are the **BEST** version of Team PUD

**> OUR VALUES (how we behave)**

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

Every day we **SAFEGUARD** what matters, putting employee and community safety first.

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

We **SERVE** with pride, **RISE** to challenges.

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

**> OUR VISION (where we are going)**

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

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





## 2025 PROPOSED BUDGET

The 2025 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 strategic values and represents a prudent strategy of reliability, modernization, and infrastructure investment in the future, while continuing to balance the continuing inflation, power supply costs, supply chain and other challenges brought forward from our current economy. With the 2025 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.



John Haarlow, CEO/  
 General Manager



### 2025 PROPOSED BUDGET KEY FEATURES

The 2025 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 continuing to pursue cost-effective conservation.

The 2025 Proposed operating budget for the Electric System is \$786.3 million, a decrease of \$2.5 million from 2024. The expenditure plan also includes \$221 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 2025 Proposed operating budget for the Generation System is \$19.2 million, a \$3.6 million increase from 2024. The expenditure plan also includes \$4.6 million in capital expenditures for construction and improvements, primarily at the Jackson Hydroelectric Project. The Water System’s 2025 Proposed operating budget is approximately \$21.4 million, a \$2.8 million increase from the 2024 operating budget. The expenditure plan for the Water System also includes \$14.6 million in capital improvements, the majority of which are for the advanced water meter conversion project and construction of a new 500,000-gallon reservoir in our Kayak system.

The following highlights some of the major components of the 2025 Electric System operating budget and capital expenditures:

- ✦ **Recovery from Extreme Power Market Events** – In 2024, the PUD faced significant financial challenges due to severe weather events, leading to substantial power expenditures and a negative impact on our cash reserves. The 2025 Proposed Budget aims to initiate financial recovery through the following strategies;
  - » **Cost Containment** – PUD staff have prioritized projects and identified approximately \$24 million in expenditure reductions for the 2025 Proposed Budget.

- » **Rate adjustments** – the 2025 Proposed Budget includes a 4.6% general rate adjustment in April 2025.
- » **Use of bond proceeds** – We plan to issue \$185 million in bonds in 2025 to fund major capital projects. This includes utilizing \$70.3 million from the new bond proceeds and \$13.6 million from the 2022 revenue bonds to support select major capital projects.
- + **Retail power consumption** – Retail loads, primarily from residential customers, are expected to increase 1% in 2025 compared to the 2024 Budget.
- + **New connections** – The estimate for the 2025 Proposed Budget new premise connections is 4,846, a decrease from the 2024 budget.
- + **Bonneville Power Administration (BPA) Product change** - In August 2024, the Commission approved a significant change in the power product that will supply the majority of the power to the PUD beginning in October 2025. The change will move us from the Block/Slice product to the Load Following product. This change will result in slightly lower power costs in 2025.
- + **System reliability investments** – The 2025 capital plan includes several major projects aimed at increasing reliability for customers – these include miscellaneous line improvement projects, major substation projects such as the Crosswinds Substation and the Camano Substation Upgrade as well as continuation of the wood pole and underground cable replacement programs.
- + **Connect Up Program** – The proposed budget for this program is \$29.4 million, a portion of a multi-year project, to modernize the PUD’s meters and



- network infrastructure. This project is primarily funded by bond proceeds.
- + **SnoSmart Program** – This project, in partnership with the Department of Energy (DOE), will enhance community and grid resiliency and support safe, healthy, sustainable, and equitable communities by replacing fire-causing expulsion fuses in highest risk areas, installing hundreds of wireless smart grid devices to improve grid reliability, and upgrading aging software and technology systems to enable a more efficient grid. Capital funding is \$12.9 million in 2025, partially funded by grant revenues from the DOE.
- + **Energy Services programs** – The PUD continues investment in energy-efficiency and related programs with \$18.2 million in planned expenditures. These expenditures are reported as part of operating and maintenance costs.

## CASH RESERVES

The PUD recently updated its financial reserve policies to be more closely aligned with industry and rating agency standards, and also to clearly identify restricted vs. unrestricted funds.

The PUD maintains reserve categories as follows:

- + **Unrestricted**, category includes funds that may be used, or redirected for use by the Commission, to meet any operating obligations.

For the Electric System, the funds listed below will represent a combined minimum of 180 days of operating expenses (less depreciation expense) in order to meet any operating obligations, beginning, at the latest, with the 2027 annual budget. To gradually work toward this target, the 2025 budget includes a minimum of 160 days of operating expenses (less depreciation expense) in the Unrestricted Category.

For the Water System, the funds listed below will represent a combined minimum of 150 days of operating expenses (less depreciation expense) in order to meet any operating obligations, beginning, at the latest, with the 2029 annual budget. To gradually work toward this target, the 2025 budget includes a minimum of 120 days of operating expenses (less depreciation expense) in the Unrestricted Category.

- » **Operating Reserve**, which includes the Revenue Fund, provides adequate working capital for operational liquidity, capital infrastructure investment, seasonal revenue and expenditure fluctuations, and unforeseen events not addressed by other funds.

- » **Contingency Reserve**, the unrestricted portion which includes the Rate Stabilization Fund, may be utilized to absorb future costs of significant operating changes compared to budgeted expectations, including wholesale market volatility. Use of these funds will mitigate the impact of unforeseen events that could have an immediate impact on the District's ability to provide low-cost power to its customers.
- » **Sinking Reserves**, the unrestricted portion which includes the Privilege Tax Fund within the Electric System only, are funds set aside on a monthly basis to meet the annual privilege tax payment.
- **Restricted**, category includes funds that contain a legally enforceable requirement through Master Bond Resolution, law, contractual agreement, or as committed by the Commission to be used only for a defined purpose.
  - » **Project Reserve**, which represents funds expected to be used for capital and other projects as approved by the Commission, required by the State, or with respect to Bond Construction Funds.
  - » **Benefit Reserve**, which are set aside to fund between 70-100% of the actuarial cost of post-employment benefit obligations.
  - » **Contingency Reserve**, the restricted portion which includes the Self-Insurance Fund, provides for self-insurance retentions and insurance carrier deductibles.



- » **Sinking Reserve**, the restricted portion, which includes bond sinking funds, includes funds set aside on a monthly basis for annual debt service payments.
- » **Bond Debt Service Reserve**, which are held pursuant to bond covenants to secure individual series of bonds issued by the District.

## 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 long-term 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 was adopted in 2023.

The 2025 Proposed Budget includes funding for several key initiatives and activities that are directly related to implementation of the Strategic Plan, noted as follows:

## OUR STRATEGIC PRIORITIES

Together, the Executive Leadership Team and Commission identified five long-term strategic priorities that will require our active focus to successfully meet the changing needs of our communities and customers. This focus will ensure we can continue to help our communities thrive and deliver exceptional value to our customers. **The five strategic priorities are:**

### BOLSTER OPERATIONAL RELIABILITY AND RESILIENCY

Electrification of transportation, heating, and industry will intensify customer and community dependence on electricity, increase overall energy use, and change usage patterns. The regional shift towards clean energy and accelerating climate change creates new operational complexities. Ensuring that energy and water are available whenever and wherever needed will require sophisticated planning, new and upgraded infrastructure, continual improvement of our practices, and responsible financial management. There are four objectives supporting this priority:

- Develop the capabilities for an increasingly complex energy future,
- Build the distribution grid of our future,
- Ensure resource adequacy by expanding and protecting resources,

- + Preserve exceptional customer value.

### **EVOLVE AND ENHANCE CUSTOMER EXPERIENCES**

Our communities are increasingly diverse with evolving customer needs and preferences. The standards set by other industries are influencing what our customers expect of us. To continue delivering excellent experiences and earn customer loyalty we must keep pace and adopt a customer-centric focus across all aspects of our operations. We must hear, understand, and respond to what customers want, need, expect, and value. There are three objectives supporting this priority:

- + Center our work around customer desires, challenges and expectations,
- + Deliver creative, personal and convenient solutions,
- + Give customers increased flexibility and control over their usage and costs.

### **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. There are three objectives supporting this priority:

- + Strengthen our community connections,
- + Support the economic vitality of our communities,

- + Align our practices with our communities' diverse needs.

### **BUILD A SUSTAINABLE FUTURE WITH OUR COMMUNITIES**

We have long prioritized providing affordable carbon-free power to our communities while 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 and achieve their sustainability goals. There are two objectives supporting this priority:

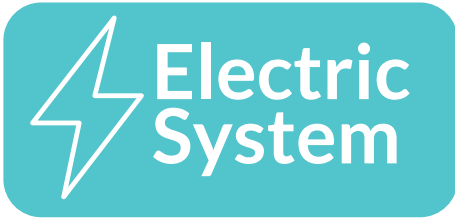
- + Responsibly minimize and mitigate our environmental impacts,
- + Help our customers and communities achieve their goals.

### **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. There are three objectives supporting this priority:

- + Be an employer of choice,
- + Evolve workforce skills and capabilities,
- + Increase organizational alignment and effectiveness.





# 2025 BUDGET

The Electric System operates primarily to provide electrical service to 875,000 people and 25,000 businesses through 373,000 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 2025 Proposed Budget compared to the 2024 Budget.

Schedule 1 ELECTRIC SYSTEM COMPARATIVE FINANCIAL DATA (\$000s)		
	2024 Budget	2025 Proposed Budget
<b>Operating Revenues</b>		
Energy Retail Sales	\$ 681,891	\$ 745,728
Energy Wholesale Sales	87,017	53,824
Other Operating Revenues	35,377	31,008
<b>Total Operating Revenues</b>	<b>\$ 804,285</b>	<b>\$ 830,560</b>
<b>Operating Expenses</b>		
Purchased Power	\$ 386,240	\$ 373,471
Operations & Maintenance	293,357	297,016
Taxes	42,500	46,383
Depreciation Expense	66,818	69,491
<b>Total Operating Expenses</b>	<b>\$ 788,914</b>	<b>\$ 786,361</b>
<b>Net Operating Income</b>	<b>\$ 15,370</b>	<b>\$ 44,198</b>
Other Income & Expense	17,226	24,991
Interest Charges	(18,747)	(22,717)
Contributions	34,785	33,735
<b>Net Income</b>	<b>\$ 48,634</b>	<b>\$ 80,207</b>
<b>Other Expenditures</b>		
Capital Expenditures	149,589	221,007
Debt Service Principal	12,985	15,545
<b>Reserve Funds Additions/(Uses)</b>		
Revenue Fund/GFC Fund	23,249	1,891
Bond Construction Funds	(56,786)	(83,900)

## OPERATING REVENUES

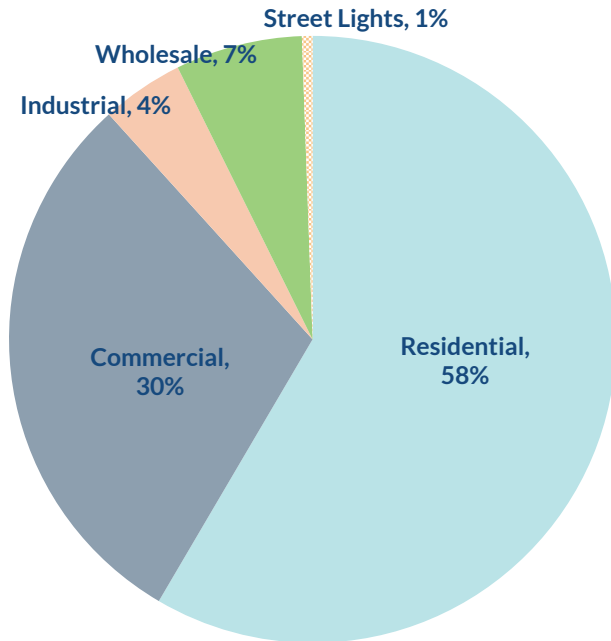
Retail energy sales included in the 2025 Proposed Budget are sales within the PUD's service territory to residential, commercial and industrial customers and are projected to be \$63.8 million higher in the 2025 Proposed Budget due to expectations of higher customer consumption and a rate increase.

Sales to retail customers represent 92.3% of the Electric System's total energy sales revenue. Chart A highlights the major components of our energy sales.

Wholesale Energy Sales Revenues are \$53.8 million in the 2025 Proposed Budget, \$33.1 million less than the 2024 Budget. This decrease reflects the current market environment in addition to the impact of the change to the Load Following product.

Other Operating Revenues are \$31 million in the 2025 Proposed Budget, a \$4.4 million decrease from 2024 levels. These revenues include sales of the PUD's transmission capacity, BPA energy-efficiency program reimbursements, customer fees and other revenues.

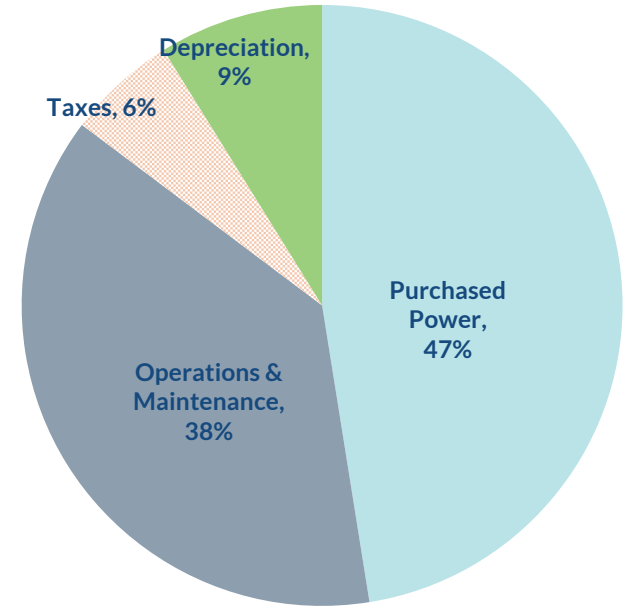
**Chart A: Energy Sales**



## OPERATING EXPENDITURES

The 2025 Proposed Budget for operating expenditures is \$2.5 million less than the 2024 Budget. Chart B highlights the major components of the 2025 Proposed operating expenditures.

**Chart B: Operating Expenses**



## PURCHASED POWER

The 2025 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 \$373 million are \$12.7 million lower than the 2024 Budget.

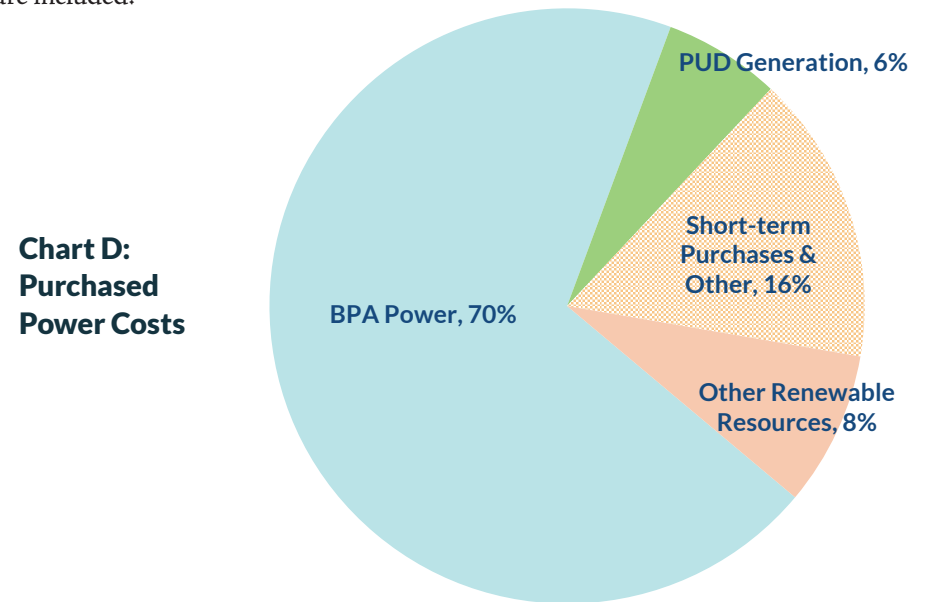
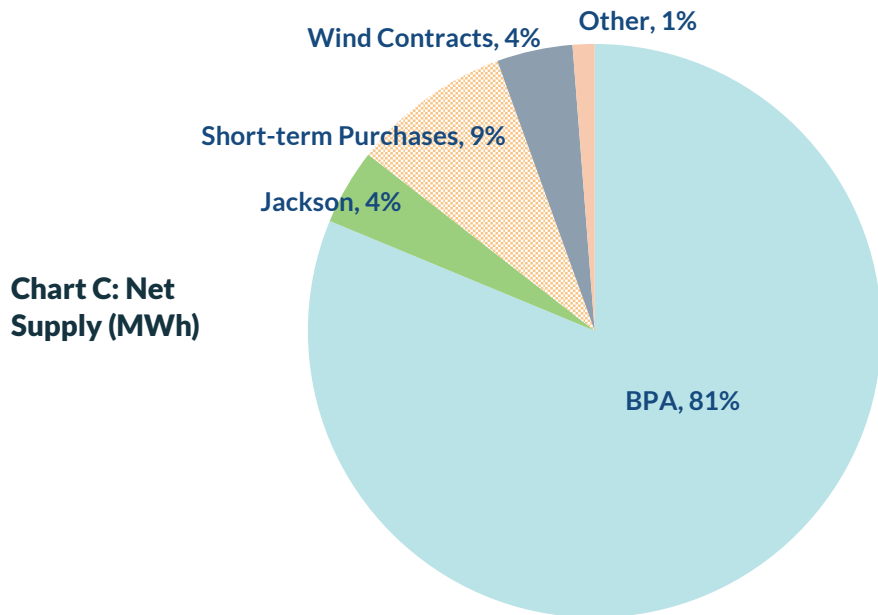
- + **Bonneville Power Administration (BPA)** – The 2025 Proposed Budget reflects a long-term power purchase agreement effective October 1, 2012, and amended to run through September 30, 2025, for the purchase of up to 811 aMW through the Block and Slice products. Beginning in October 2025, the PUD will switch to the Load-Following Product. The BPA power contracts represent 81% of the PUD's 2025 forecasted power purchases. Block Product – 35% 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 2.4 million MWh over calendar year 2025. The amount of energy the PUD receives each month is based on the PUD's historical monthly load shape. In 2025, the total annual cost of the Block product is forecasted at \$82.9 million. The Block Product will be utilized until September 30, 2025.
- + **Slice Product** – 38% 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 2025 Proposed Budget estimates receiving 2.6 million MWh from BPA's Slice product at a cost of \$102 million. The Slice Product will be utilized until September 30, 2025.

- Load Following Product** – 27% of the PUD's energy contact with BPA will come from the load following product, which will begin October 1, 2025. The load following product automatically adjusts to meet the customer's hourly load requirement, ensuring that our power supply is matched in real time. With this product, BPA, rather than the PUD, manages the risk associated with load variability. The 2025 Proposed Budget estimates receiving 1.9 million MWh from the load following product at a cost of \$74.7 million.
- Jackson Hydroelectric Project** – The Electric System is expected to purchase 366,503 MWh of power from the Jackson Hydroelectric Project, a component of the PUD's Generation System, at a cost of \$12.8 million in the 2025 Proposed Budget. This represents 4% of the Electric System's anticipated 2025 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 2025 Generation System budget includes \$6.3 million in purchased power expenditures related to these projects.

- Short-term Market Purchases** – The 2025 Proposed Budget includes 768,864 MWh, estimated to cost \$50.6 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 2025 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 that occurred in 2020. The 2025 Proposed Budget includes \$2.3 million 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 2025 Proposed Budget forecasts a total of 406,861 MWh from these contracts at a forecast total cost of 31.3 million.

Chart C illustrates the PUD's purchased power included in the 2025 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.





## OPERATING AND MAINTENANCE (O&M) EXPENDITURES

Operating and maintenance expenditures in the 2025 Proposed Budget are \$297 million, \$3.6 million higher than the 2024 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:

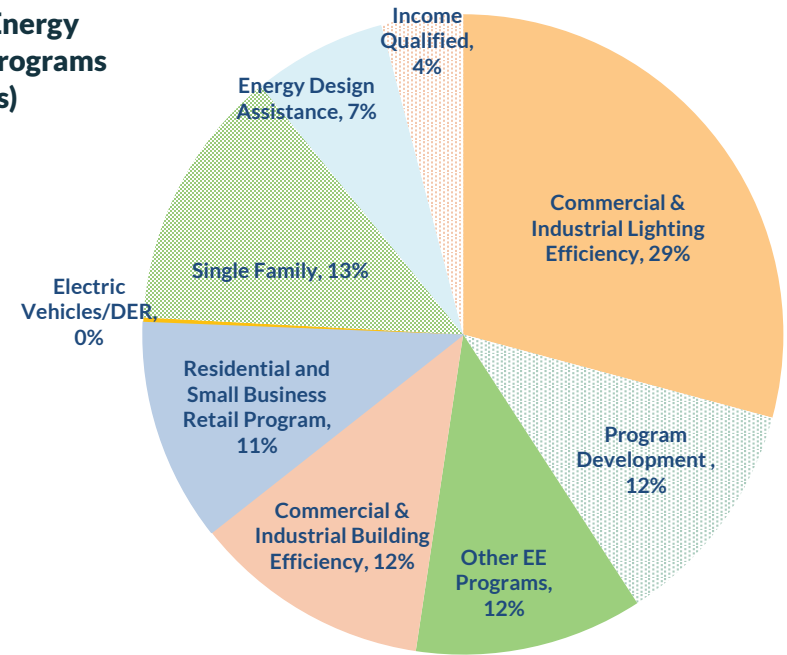
- Operating and maintaining the Electric System to provide reliable service to our customers. This effort includes the regular maintenance of lines and stations, response to customer outages, and tree trimming efforts;
- Providing effective customer service through the call center, local offices, account 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 \$63.3 million, which is \$561,327 lower than 2024 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 2025 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.

**Chart E: Energy Service Programs (\$ millions)**



The PUD has allocated an overall Energy Services budget of \$27 million, which includes \$18.2 million in energy-efficiency program incentives and rebates. Revenue sources related to energy-efficiency through BPA Energy Efficiency Incentives (EEI) will recover approximately \$6.4 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 2024-2025 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 portfolio of programs to meet the variety of needs of customers in our service territory.

**Energy-efficiency programs for the 2025 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 at the distributor level;
- Weatherization for income-qualified residential customers, provided in partner-

ship with local agencies, as well as energy-savings kits for all income-qualified discount 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, 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 tailored to their unique business processes 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 with direct install programs.

**The 2025 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;

**Multifamily Rebates**  
Upgrade your building & the comfort of your residents

Energy improvements at your multifamily property can help keep operating costs low and increase the overall value of your property. Snohomish County PUD offers rebates on select qualifying energy-efficient equipment and upgrades.

**Direct Install Rebates:**  
Snohomish County PUD offers free door sweeps, exit signs, and thermostats in common areas for multifamily buildings.

**In-unit Rebates:**

Item	Rebate Amount (up to)	Rebate Limit Per Unit*	Type of Rebate
Door Sweeps	\$2.99 per sweep	3	Residential
Line Voltage Thermostats	\$50 per thermostat	5	Residential
Smart Thermostats	\$75 per thermostat	1	Residential
Insulation	\$0.50 to \$2.50 per sq. ft. of insulation	Pre-approval required see website for details	Business
Windows	\$6 to \$9 per sq. ft. of Window		Business

\* see reverse for more -

- Supporting a shift toward capacity benefits as a program outcome in addition to traditional deliverables;
- Continued support of electric vehicle adoption through customer education, engagement and incentive programs;
- Working across departments to deliver 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 energy 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 \$46.3 million are \$3.8 million higher than 2024 reflecting higher retail sales. Taxes include a 3.873% state excise tax and a 2.14% county privilege tax.

Estimated depreciation expenditures of \$69.4 million are \$2.7 million higher than 2024. Depreciation is an estimate of the reduced value of the PUD's fixed assets and are part of operating expenditures in the 2025 Proposed Budget.

## CAPITAL EXPENDITURES

The 2025 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 2025 expenditure plan are presented in the table below and Exhibit 5 on page 15 highlights the capital projects by major category in the 2025 Proposed Budget.

- ✦ **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 2025 expenditure plan is \$53.7 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 2025 Proposed Budget includes \$37.7 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 2025 expenditure plan includes \$16.3 million, which includes \$10.2 million related to the purchase and design and work for the new East 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 2025 expenditure plan for this program is \$26.5 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 2025 expenditure plan includes \$11.3 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 2025 Proposed Budget is \$9.7 million.
- ✦ **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 2025 Proposed Budget is \$403,771.
- ✦ **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 2025 expenditure plan includes \$1.5 million in funding for new software and business capabilities, replacement of aging infrastructure and equipment, system software application improvements and telecommunications.
- ✦ **Other Capital Expenditures:** Other categories of capital expenditures include funding to modernize our telecommunications system, emergency work and construction, and other smaller projects.

Connect Up	\$29,484
Wood Pole Program	17,193
SnoSmart	12,970
Crosswinds Substation	10,585
East County	10,220
Camano Substation Upgrades	7,253
Cable Replacement Program	6,017

**Electric System  
Operating Revenues**

<u>Operating Revenues</u>	2023 Results		2024 Budget		2025 Proposed Budget	
	MWh	Amount	MWh	Amount	MWh	Amount
Residential	3,922,390	\$ 419,675,000	3,817,479	\$ 422,037,002	3,812,932	\$ 465,030,194
Commercial	2,391,503	213,132,545	2,377,164	221,307,938	2,423,939	241,367,954
Industrial	457,802	32,777,875	462,085	33,741,946	442,736	34,849,312
Street Lights	28,158	4,072,938	28,000	4,803,849	28,000	4,480,543
Unbilled Revenue	-	(5,400,000.00)	-	-	-	-
<b>Total Retail Energy Sales</b>	<b>6,799,853</b>	<b>\$ 664,258,358</b>	<b>6,684,728</b>	<b>\$ 681,890,735</b>	<b>6,707,607</b>	<b>\$ 745,728,003</b>
<b>Total Wholesale Energy Sales</b>	<b>1,473,414</b>	<b>72,441,352</b>	<b>1,580,170</b>	<b>87,017,374</b>	<b>1,530,709</b>	<b>53,823,965</b>
<b>Total Energy Sales</b>	<b>8,273,267</b>	<b>\$ 736,699,710</b>	<b>8,264,898</b>	<b>\$ 768,908,109</b>	<b>8,238,315</b>	<b>\$ 799,551,969</b>
 <u>Other Operating Revenues</u>						
Transmission Sales		\$ 12,673,139		\$ 10,012,000		\$ 9,415,440
Miscellaneous Operating Expense Reimbursements		2,351,358		1,750,400		1,785,408
Surplus REC and Emission Sales		215,900		200,000		200,000
BPA ECA Reimbursement		7,626,375		8,000,000		6,377,974
Residential Exchange Credit		6,654,288		3,000,000		618,000
Miscellaneous Service Charge Revenue		30,135,955		5,358,421		5,510,590
Rents from Electric Property		4,374,215		7,056,056		7,100,455
<b>Total Other Operating Revenues</b>		<b>\$ 64,031,230</b>		<b>\$ 35,376,878</b>		<b>\$ 31,007,867</b>
<b>Total Operating Revenues</b>		<b>\$ 800,730,940</b>		<b>\$ 804,284,987</b>		<b>\$ 830,559,836</b>

Electric System  
Purchased Power

	Total 2023 MWh's	2023 Results	Total 2024 MWh's	2024 Budget	Total 2025 MWh's	2025 Proposed Budget
BPA Block	3,306,354	\$ 115,778,129	3,307,482	\$ 112,348,033	2,405,522	\$ 82,851,121
BPA Slice/Slice True-up	3,179,988	126,025,694	3,633,224	135,550,810	2,670,100	102,005,404
BPA Load Following	-	-	-	-	1,890,827	74,720,876
<b>Total BPA Power Costs</b>	<b>6,486,342</b>	<b>\$ 241,803,823</b>	<b>6,940,706</b>	<b>\$ 248,845,393</b>	<b>6,966,450</b>	<b>\$ 259,577,401</b>
Jackson Hydro	298,526	12,076,241	367,642	9,899,157	366,503	12,883,947
Generation System - Other Debt Service	-	7,334,941	-	9,959,842	-	4,395,146
Youngs Creek Hydro	14,863	1,937,341	16,474	2,292,950	16,421	1,905,159
Woods Creek Hydro	1,065	196,005	1,098	380,213	1,094	360,724
Hancock Creek Hydro	16,556	2,374,093	25,019	2,030,857	24,952	2,243,753
Calligan Creek Hydro	9,375	2,066,665	22,918	1,767,246	22,863	1,864,459
Biofuel/Renewable Generation	-	442,519	-	265,220	-	234,776
<b>Total Generation System</b>	<b>340,386</b>	<b>\$ 26,427,804</b>	<b>433,152</b>	<b>\$ 26,595,485</b>	<b>431,833</b>	<b>\$ 23,887,965</b>
Small Power Producer	240	14,965	230	11,362	229	11,322
Qualco	5,033	(2,500)	5,047	-	5,033	-
Packwood	11,767	621,273	16,509	696,830	16,461	762,395
Hampton Lumber Mills	17,587	1,115,376	18,826	952,179	18,767	1,249,018
Wind Power Contracts	<b>398,638</b>	31,597,819	387,929	30,794,849	366,371	29,308,980
<b>Total Other Renewable Power Sources</b>	<b>433,265</b>	<b>\$ 33,346,933</b>	<b>428,540</b>	<b>\$ 32,455,220</b>	<b>406,861</b>	<b>\$ 31,331,715</b>
<b>Market/Short Term Purchases</b>	1,067,268	99,169,213	772,847	70,300,236	768,864	50,640,185
Other Non-Power Services	-	594,134	-	397,296	-	278,245
Renewable Energy Credits (REC) Purchases	-	-	-	2,301,000	-	2,250,000
Power Resource Management	-	4,982,509	-	5,345,028	-	5,505,379
Climate Commitment Act (CCA)	-	-	-	-	-	-
<b>Total Purchased Power</b>	<b>8,327,261</b>	<b>\$ 406,324,417</b>	<b>8,575,246</b>	<b>\$ 386,239,657</b>	<b>8,574,008</b>	<b>\$ 373,470,890</b>

**Electric System**  
**Operating Maintenance Expenses - By Division**

<b>Operating &amp; Maintenance - by Division</b>	<b>2023 Results</b>	<b>2024 Budget</b>	<b>2025 Proposed Budget</b>
Distribution & Engineering Services	\$ 83,009,005	\$ 92,014,440	\$ 92,841,372
Transmission and Ancillary Services	64,022,498	63,841,152	63,279,825
Customer and Energy Services	35,475,122	43,701,050	46,842,996
Information Technology Services	32,001,856	39,627,528	37,445,208
Finance Division	24,205,211	28,143,576	26,247,972
Facilities and Security	13,412,801	15,626,052	16,887,480
Human Resources	11,592,846	15,016,056	16,032,630
Chief Executive Officer/Commission Office/Gov't Relations	3,380,987	4,014,744	4,475,220
Communications, Marketing and Business Readiness	6,529,395	7,942,584	8,288,880
General Counsel and Records Management	5,179,559	6,830,940	6,901,020
Power and Transmission Services Division	1,520,394	2,266,032	2,345,340
Other Costs/Credits	(36,352,757)	(25,853,376)	(24,572,076)
<b>Total Operating &amp; Maintenance Expenses by Division</b>	<b>\$ 243,976,919</b>	<b>\$ 293,356,827</b>	<b>\$ 297,015,867</b>

**Electric System**  
**Operating Maintenance - By Cost Element**

<u>Operating &amp; Maintenance by Cost Element</u>	<u>2023 Results</u>	<u>2024 Budget</u>	<u>2025 Proposed Budget</u>
Labor and Overtime	\$ 88,984,185	\$ 99,868,212	\$ 107,516,064
Transmission and Ancillary Services	64,022,498	63,841,152	63,279,825
Contracts and Services	48,984,076	60,804,551	59,956,788
Overheads	33,391,760	36,356,723	29,943,276
Materials, Equip and Supplies	14,216,426	11,425,084	12,655,476
Employee and Retiree Benefits	(18,931,081)	7,213,644	7,966,632
Bad Debt Expense	2,250,357	2,667,708	2,999,664
Insurance and Claims	3,484,088	3,213,264	3,537,420
Other Miscellaneous Expense	3,218,031	3,133,050	4,152,444
Rents and Utilities	2,634,533	2,569,896	2,459,964
Travel and Training	1,433,977	2,007,673	2,313,414
Land, Property and Easements	288,067	256,043	234,900
<b>Total Operating &amp; Maintenance by Cost Element</b>	<b>\$ 243,976,918</b>	<b>\$ 293,356,827</b>	<b>\$ 297,015,867</b>

Electric System  
Capital Expenditures

<b>Capital Projects by Major Category</b>	<b>2023 Results</b>	<b>2024 Budget</b>	<b>2025 Proposed Budget</b>
Asset Programs	\$ 29,970,756	\$ 29,459,751	\$ 53,744,414
Customer & Reimbursable Work	37,354,818	30,080,742	37,735,970
New Facilities and Upgrades	27,550,780	18,783,245	16,364,707
Expansion Projects	17,122,658	16,192,234	26,582,627
Vehicles and Equipment	8,000,909	8,757,801	11,356,105
Connect Up Program	13,630,238	17,438,981	29,483,854
Other Distribution Capital	4,101,958	9,295,737	14,698,785
Emergency Work and Construction	7,821,502	5,500,000	6,500,000
Upgrade Projects	9,648,370	9,903,140	9,709,564
Outlay Programs	938,258	747,260	403,771
Information Technology Upgrades	1,452,972	732,105	1,456,764
Renewable/Microgrid Development	497,275	2,697,704	-
SnoSmart	-	-	12,970,316
<b>Total Capital Programs</b>	<b>\$ 156,100,791</b>	<b>\$ 149,588,698</b>	<b>\$ 221,006,878</b>





# Generation System **2025 BUDGET**

The 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 committed 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 2025 Proposed Budget for the Generation System with the 2024 Budget.

### **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 purchased power by the Electric System). Energy Sales are lower than the 2024 budget.

### **OPERATING EXPENDITURES**

Operating and maintenance expenditures in the 2025 Proposed Budget are up \$3.7 million compared to 2024 levels due to less capital projects.

Estimated depreciation expenditures of \$6.1 million reflect the current depreciation schedules on assets for 2025. Depreciation is an estimate of the reduced value of the Generation System’s fixed assets.



## CASH ADJUSTMENTS TO NET INCOME

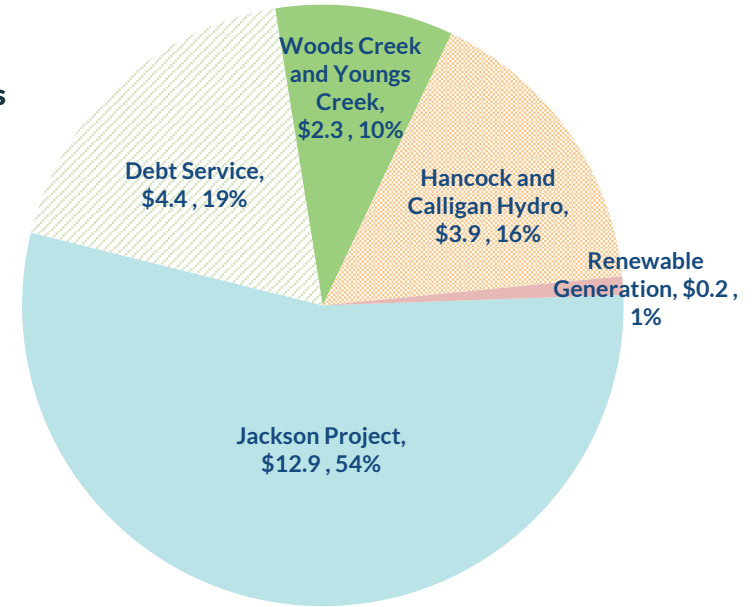
Capital expenditures in the 2025 Proposed Budget are \$4.6 million, \$1.2 million lower than the 2024 Budget. Additionally, \$4.4 million of Capital expenditures are related to capital maintenance for the Jackson Hydroelectric Project.

Debt service principal is lower in the 2025 Proposed Budget compared to 2024, reflecting current debt service payment schedules. There are no planned reserve transfers in the 2025 Proposed Budget.

<b>Schedule 2 GENERATION SYSTEM COMPARATIVE FINANCIAL DATA (\$000s)</b>		
	<u>2024 Budget</u>	<u>2025 Proposed Budget</u>
<b>Operating Revenues</b>		
Energy Sales	\$ 26,595	\$ 23,888
Other Operating Revenues	-	-
<b>Total Operating Revenues</b>	<u>\$ 26,595</u>	<u>\$ 23,888</u>
<b>Operating Expenses</b>		
Operating & Maintenance Expenses	\$ 9,262	\$ 13,003
Taxes	98	98
Depreciation	6,161	6,100
<b>Total Operating Expenses</b>	<u>\$ 15,521</u>	<u>\$ 19,200</u>
<b>Net Operating Income</b>	<u>\$ 11,074</u>	<u>\$ 4,688</u>
Other Income & Expense	\$ 996	\$ 987
Interest Charges	(3,817)	(3,476)
Contributions	50	50
<b>Net Income</b>	<u>\$ 8,303</u>	<u>\$ 2,249</u>
<b>Other Expenditures</b>		
Capital Expenditures	\$ 7,018	\$ 4,598
Debt Service Principal	7,442	3,746

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 Sales  
(\$ millions)**



<b>Generation System Net Energy Sales</b>	<b>2023 Results</b>	<b>2024 Budget</b>	<b>2025 Proposed Budget</b>
Jackson Hydro	\$ 12,076,241	\$ 9,899,157	\$ 12,883,947
Generation System - Other	7,334,941	9,959,842	4,395,146
Youngs Creek Hydro	1,937,341	2,292,950	1,905,159
Woods Creek Hydro	196,005	380,213	360,724
Hancock Creek Hydro	2,374,093	2,030,857	2,243,753
Calligan Creek Hydro	2,066,665	1,767,246	1,864,459
Biofuel	442,519	265,220	234,776
<b>Total Generation System Net Energy Sales</b>	<b>\$ 26,427,805</b>	<b>\$ 26,595,485</b>	<b>\$ 23,887,965</b>

<b>Generation System O&amp;M by Cost Element</b>	<b>2023 Results</b>	<b>2024 Budget</b>	<b>2025 Proposed Budget</b>
Labor	\$ 3,922,281	\$ 3,443,796	\$ 5,059,440
Contracts and Services	1,621,340	2,028,204	2,113,200
Overheads	2,302,071	1,996,668	2,973,948
Materials, Equip and Supplies	877,790	674,112	953,136
Insurance and Claims	704,527	642,912	1,521,804
Other Miscellaneous Expense	55,080	56,760	7,032
Rents and Utilities	257,553	339,204	285,408
Travel and Training	58,770	62,772	69,504
Land, Property and Easements	15,264	18,000	19,092
<b>Total Generation System O&amp;M by Cost Element</b>	<b>\$ 9,814,676</b>	<b>\$ 9,262,428</b>	<b>\$ 13,002,564</b>

<b>Generation System Capital Expenditures</b>	<b>2023 Results</b>	<b>2024 Budget</b>	<b>2025 Proposed Budget</b>
Jackson Hydro	\$ 6,565,248	\$ 6,255,731	\$ 4,349,791
Youngs Creek Hydro	22,752	455,850	-
Woods Creek Hydro	58,811	274,880	168,425
Hancock Creek Hydro	31,552	-	80,000
Calligan Creek Hydro	45,690	-	-
Biofuel	-	31,460	-
<b>Total Generation System Capital Expenditures</b>	<b>\$ 6,724,053</b>	<b>\$ 7,017,921</b>	<b>\$ 4,598,216</b>



# 2025 BUDGET

The Water System is financed and accounted for separate from the Electric and Generation Systems. It operates primarily to provide water service to 23,750 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 2025 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 anticipates a 12% increase in wholesale rates in 2025, which is reflected in the budget for purchased water costs.
- General Rate Increase:** The 2025 Proposed Budget includes a 8.25% general water retail rate increase, effective March 2025, to help address rising inflation and other cost pressures as well as a 2.5% pass-through to address the rising City of Everett water costs. This increase is subject to public hearing and Board approval.
- Full-time Equivalent Employees (FTE):** The 2025 Proposed Budget reflects a small increase from 2024 levels. (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.)

Schedule 3 is a summary comparing the 2025 Proposed Budget for the Water System with the 2024 Budget.

	<b>2024 Budget</b>	<b>2025 Proposed Budget</b>
<b>Operating Revenues</b>		
Water Retail Sales	\$ 14,503	\$ 17,874
Water Wholesale Sales	668	774
Other Operating Revenues	377	410
<b>Total Operating Revenues</b>	<b>\$ 15,548</b>	<b>\$ 19,059</b>
<b>Operating Expenses</b>		
Purchased Water	\$ 4,171	\$ 4,989
Operating & Maintenance	9,787	11,630
Taxes	773	934
Depreciation	3,830	3,906
<b>Total Operating Expenses</b>	<b>\$ 18,562</b>	<b>\$ 21,460</b>
<b>Net Operating Income</b>	<b>\$ (3,014)</b>	<b>\$ (2,402)</b>
Other Income & Expense	191	226
Interest Charges	(1,069)	(1,553)
Contributions	4,711	4,232
<b>Net Income</b>	<b>\$ 819</b>	<b>\$ 505</b>
<b>Other Expenditures</b>		
Capital Expenditures	\$ 14,128	\$ 14,605
Debt Service Principal	1,570	1,621
<b>Reserve Funds Additions/(Uses)</b>		
Revenue Fund/GFC Fund	\$ (1,094)	\$ (3,968)
Bond Construction Funds	(4,900)	(8,337)

- Operating Revenues:** Water retail sales are estimated at \$17.8 million. Other operating revenues include \$410,318 in property rental and other miscellaneous fees. The 2025 Proposed Budget includes a 8.25% general retail water rate increase and a 2.5% pass through, effective March 1, 2025, needed to help offset the wholesale water increase effective January 1, 2025, from the City of Everett and other cost pressures.

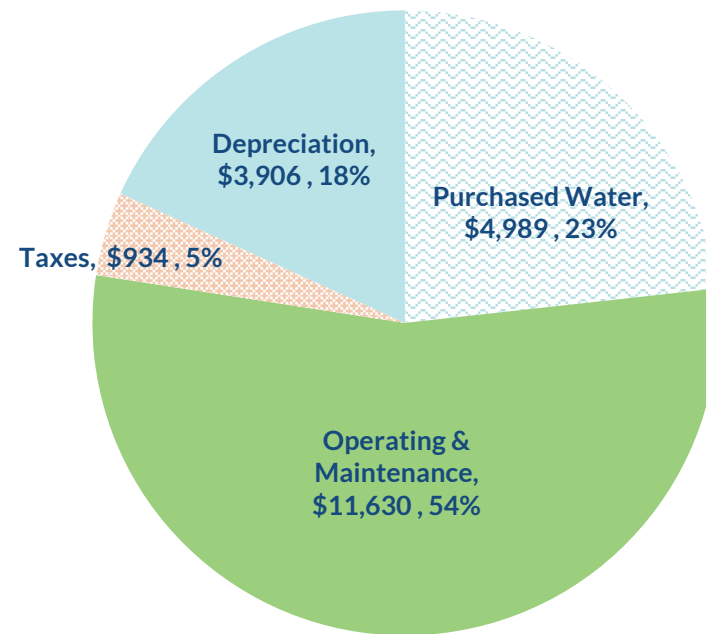
- Operating Expenditures:** Purchased water costs are budgeted at \$5 million, an increase of \$817,000 from 2024 levels. Water purchases needed from the City of Everett include the impact of a projected 12% wholesale water rate increase, and short-term shutdown of the Lake Stevens well. Water purchases 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 2025 Proposed Budget are higher than 2024 budgeted levels primarily due to increased costs of shared services and other inflationary increases.

Estimated depreciation of \$3.9 million is roughly equivalent to 2024. Depreciation is an estimate of the reduced value of the PUD's fixed assets.

- Cash Adjustments to Net Income:** The 2025 Proposed Budget provides approximately \$14.6 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 2025 Proposed Budget.

**Chart G: Water System Expenditures**



**Significant 2025 Water System Construction Projects/Programs (\$000s)**

Water AMI Conversion	\$6,776
Kayak Reservoir 2 (0.5 MG)	1,053
South Nyden Farms Rd Main Replacement	791
18th St SE Main Replacement	770
74th Dr NE Main Replacement	380



**Water System  
Operating and Other Revenue**

**Operating Revenues**

**Water Retail Sales**

	<b>2023 Results</b>	<b>2024 Budget</b>	<b>2025 Proposed Budget</b>
Sale of Water - Retail SF & MF (includes Surcharge)	\$ 14,058,209	\$ 13,696,279	\$ 16,777,342
Low Income / Senior Discounts	(123,806)	(127,520)	(131,346)
Sale of Water - Commercial	1,072,654	934,385	1,227,997
<b>Total Water Retail Sales</b>	<b>15,007,057</b>	<b>14,503,144</b>	<b>17,873,994</b>

Sale of Water - City of Granite Falls Wholesale	390,141	341,307	397,045
Sale of Water - City of Arlington Wholesale	471,950	213,397	280,628
Sale of Water - Other (Snohomish & Goldbar)	107,362	113,095	96,790
<b>Total Wholesale Water Sales</b>	<b>969,453</b>	<b>667,799</b>	<b>774,463</b>

<b>Total Water Sales</b>	<b>15,976,509</b>	<b>15,170,943</b>	<b>18,648,456</b>
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**Other Operating Revenues**

Lake Roesiger Septic Tank Pumping Revenue	13,566	15,013	14,425
Property Rental	243,824	240,610	246,901
Miscellaneous Receipts & Engineering Fees/Other	131,850	121,764	148,992
<b>Total Other Revenues</b>	<b>389,240</b>	<b>377,386</b>	<b>410,318</b>

<b>Total Operating Revenues</b>	<b>16,365,750</b>	<b>15,548,329</b>	<b>19,058,774</b>
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**Other Revenue**

Misc. Non Operating Income	-	-	-
Investment Income	1,069,326	146,762	207,820
Assessments for LUDS Interest	19,288	44,000	18,247
<b>Subtotal - Interest Income and Other</b>	<b>\$ 1,088,614</b>	<b>\$ 190,762</b>	<b>\$ 226,067</b>

**Contributions**

General Facilities Charges	\$ 997,869	\$ 1,628,185	\$ 1,652,771
New Service Connections	163,437	378,182	191,276
Distribution Service Charges	163,864	504,331	188,390
Non-Cash Contributions/Donated Plant	2,400,000	2,200,000	2,200,000
<b>Subtotal - Contributions</b>	<b>\$ 3,725,170</b>	<b>\$ 4,710,698</b>	<b>\$ 4,232,437</b>



**Water System  
Operating Expenses**

**Operating Expenses**

	<b>2023 Results</b>	<b>2024 Budget</b>	<b>2025 Proposed Budget</b>
<b>Operating &amp; Maintenance</b>			
Labor - Straight-time	\$ 3,578,860	\$ 4,472,598	\$ 5,451,470
Labor - Overtime	159,952	145,000	150,000
Employee Benefits	(751,377)	-	-
Travel and Education	19,830	19,500	24,000
Property and Liability Insurance	105,192	163,743	135,622
Rents and Utilities	408,159	385,500	409,200
Postage	25,607	30,000	30,000
Dues, Memberships & Subscriptions	13,592	11,400	11,300
Public and Small Works Contracts	15,566	30,000	25,000
Professional Services Contracts	204,135	587,797	620,526
Other Contracted Services	1,133,230	1,346,526	1,405,915
Materials, Equipment & Supplies	878,797	1,017,083	1,070,586
Uncollectible Expense	2,205	56,541	68,378
Coded Stock Material	341,220	140,000	147,000
Land, Property and Easements	27,620	30,000	30,000
Refunds	(139)	-	-
Overheads	2,099,632	2,593,685	3,329,149
A&G Credit	(632,061)	(1,241,940)	(1,277,833)
<b>Total Operating &amp; Maintenance by Cost Element</b>	<b>\$ 7,633,410</b>	<b>\$ 9,787,433</b>	<b>\$ 11,630,313</b>
<b>Purchased Water</b>	4,229,531	4,171,339	4,988,673
<b>Taxes</b>	817,266	773,300	934,451
<b>Depreciation</b>	3,582,962	3,829,831	3,906,428
<b>Total Operating Expense</b>	<b>\$ 16,263,168</b>	<b>\$ 18,561,903</b>	<b>\$ 21,459,864</b>

## Water System Capital Expenditures

Project Description	2025 Proposed Budget
CIP #315 - Water AMI Conversion	6,776,000
Donated Plant	2,300,000
CIP #202 - Kayak Reservoir 2 (0.5 MG)	1,053,000
CIP #8 - South Nyden Farms Rd / 2nd St SE / 123rd Ave SE Main Replacement	791,000
CIP #33 - 18th St SE / 19th Pl SE Main Replacement	770,000
CIP #36 - 74th Dr NE / 25th St NE Main Replacement	380,000
CIP #305 - New Services	348,000
CIP #301 - Vehicles and Equipment	312,000
CIP #308 - Water System SCADA PLC Upgrade	300,000
CIP #317 - Water Utility Roof Replacement / Upgrades	300,000
CIP #201 - Burn Road 726 Reservoir (3.6 MG)	250,000
CIP #98.1 - Jordan Creek Bridge #214	250,000
CIP #302 - Power Operated Equipment	180,000
CIP #101 - Granite Falls Booster Pump Station	150,000
CIP #210 - Storm Lake Reservoir Safety Improvements	120,000
CIP #98 - Forced Right of Way Relocations / Replacements	100,000
CIP #319 - Warm Beach Mis Improvements (Add 10 Fire Hydrants)	80,000
CIP #323 - Water Ops Admin Building Roof Mitigation / Landscape - Phase 2	60,000
CIP #322 - Sample Stations (New)	45,000
CIP #98.5 - Warm Beach Mrine Dr Box Culvert Phase 2	40,000
<b>Total Water System - Regular Capital Expenditures</b>	<b>\$14,605,000</b>







**BUSINESS OF THE COMMISSION**

Meeting Date: October 7, 2024

Agenda Item: 5B

**TITLE**

Public Hearing for Approving Increased Fees Payable by Licensees of Space on District Utility Poles

**SUBMITTED FOR: Public Hearing**

Rates, Economics, and Energy Risk Mgmt	Peter Dauenhauer	1762
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing:	<u>September 17, 2024</u>	
Estimated Expenditure:	<u>N/A</u>	Presentation Planned <input type="checkbox"/>

**ACTION REQUIRED:**

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

**SUMMARY STATEMENT:**

Identify the relevant Board policies and impacts:

*Governance Process, Board Job Description, GP-3(4)(F)(1) a non-delegable statutorily assigned Board Duty to “[e]stablish and maintain rates and charges for electricity energy and water and various other services, facilities, and commodities sold, furnished, or supplied by the District.”*

Since 2008, RCW 54.04.045 has prescribed the cost allocation methodologies that locally controlled utilities in the State of Washington, including Public Utility District No. 1 of Snohomish County (“District”), must use in developing fees for 3rd party wireline pole attachments. Per the statute, the District must develop non-discriminatory cost-based fees. Such fees are calculated by averaging the results of the Federal Communications Commission’s Telecom methodology and the American Public Power Association’s methodology.

District staff is proposing that the annual attachment fees for wholly-owned poles increase from \$30.93 to \$32.58 per attachment, and fees for jointly-owned poles increase from \$17.01 to \$17.92 per attachment. The prior rate adjustment was approved in 2023. A number of factors can be attributed to this rate increase, including but not limited to the District’s cost of poles, general and administrative expenses, and maintenance costs.

A briefing was held on September 17, 2024.

*List Attachments:*

Presentation – Presented September 17, 2024



# 2025 Pole Attachment Rates

Felicienne Ng, Principal Economist

Beth Haskin, Lead Joint Use and Permits Specialist

September 17, 2024

*Previous Presentation: October 2, 2023*

# Purpose and Expectations

- The purpose of this presentation is to update the Commission on the new pole attachment rates that will go into effect January 1, 2025
- October 7, 2024 – Public Hearing
- October 22, 2024 - Public Hearing & Action

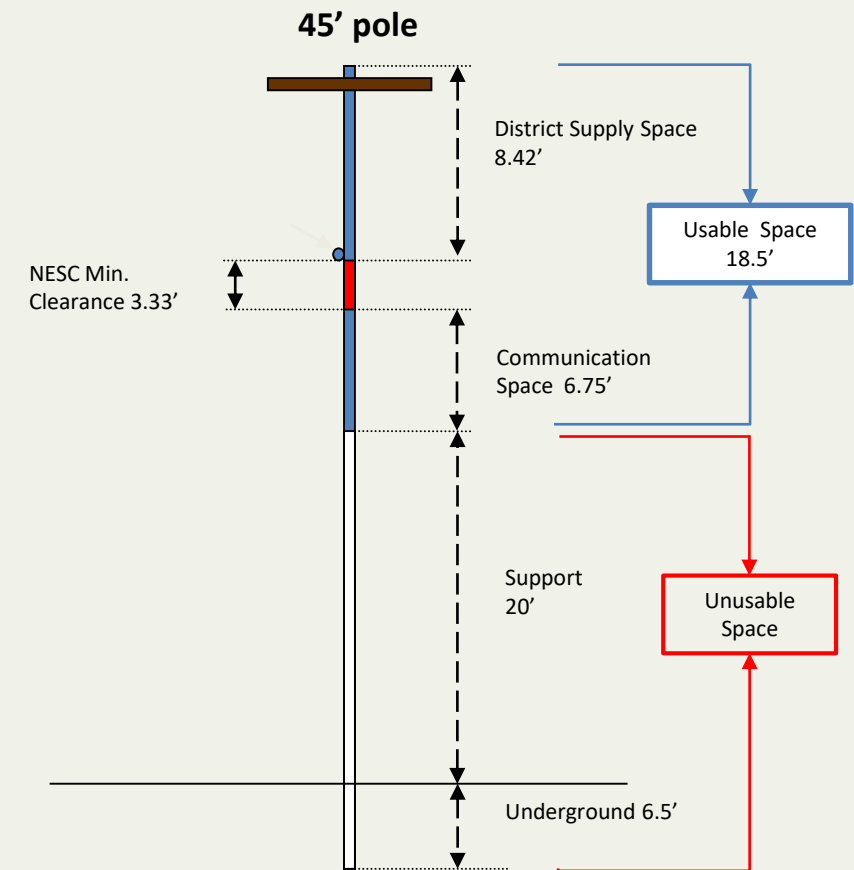


# Background

- The District currently has 87,015 attachments
  - 28,154 on District Owned poles
  - 59,368 on Jointly Owned poles (District's share: 55%)
  - Approximately \$2M of revenue in total
- 2023 Rate increase was 5%
  - \$1.54 (District Owned) and \$0.85 (Jointly Owned)

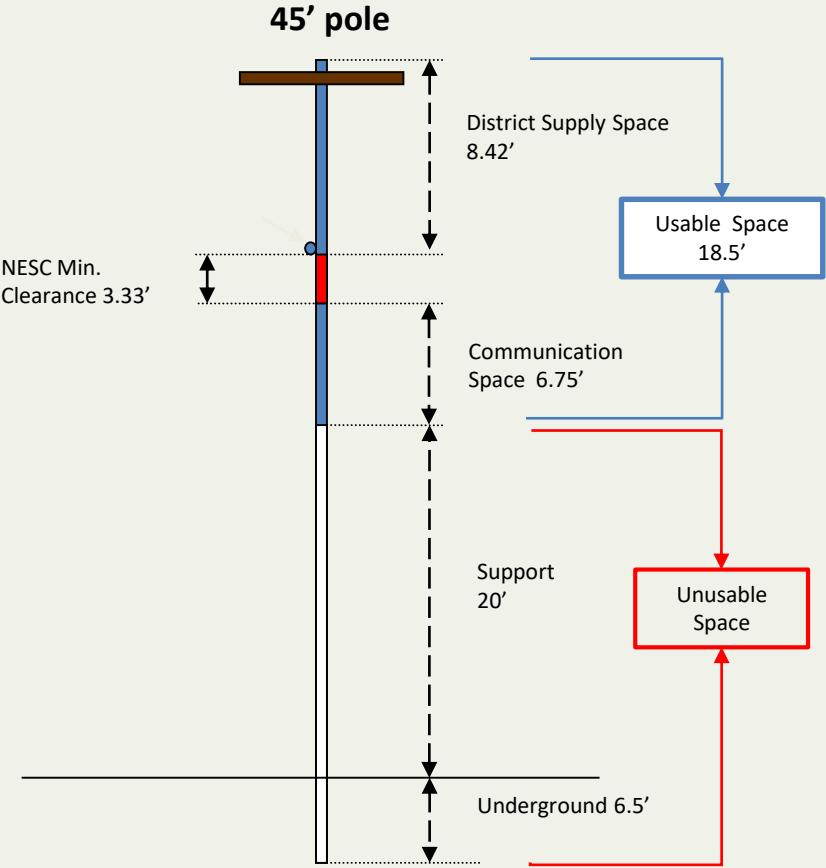
# Rate Methodology

- Washington State Method - RCW 54.04.045.
- Enacted June 2008.
- 50% Federal Communications Commission (FCC) Telecom Method.
  - Formula only considers usable space of the pole.
  - Intended to provide subsidies for cable attachments to foster growth.
- 50% American Public Power Association (APPA) Shared Cost Method.
  - Equal allocation of common space.



# Snohomish Assumptions

- Space Occupied
  - Standard FCC & APPA assumptions use 1 linear foot per attachment.
  - District and attachers have agreed to use ½ linear foot to allow for more attachments.
  - This reduces the attachment rate.
- Pole Size
  - Standard FCC & APPA assumptions use 37.5ft.
  - District uses 45ft.
  - This reduces the attachment rate.
- Safety Space
  - District did not factor the National Electrical Safety Code (NESC) Safety Space of 3.33ft as 'Unusable Space' -- prior agreement with customers.
  - This reduces the attachment rate.

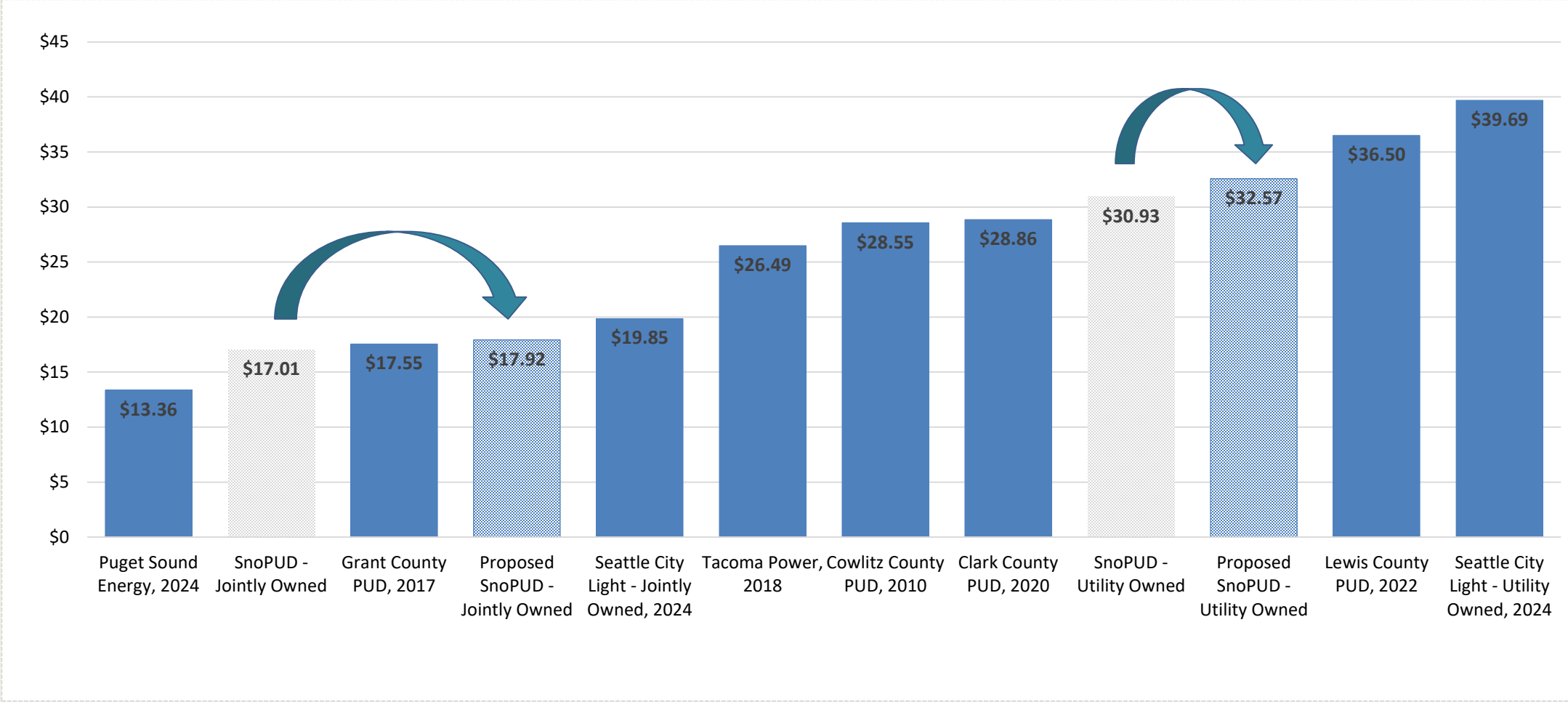


# New Rates

	DISTRICT OWNED POLES (annual per attachment)	JOINTLY OWNED POLES (annual per attachment)
Current Rate	\$30.93	\$17.01
Proposed Rate	\$32.58	\$17.92
% Change	5%	5%

- Expected annual revenue increase: \$123k
- Attachers were notified of rate increase on July 1, 2024

# Rate Comparison



# Application Fees

- Current application fee: \$185 + \$12/pole
- Fees have not been reviewed since 2011
- A review of 2023 costs shows a shortfall in application fee revenues of approximately \$138k (64%)
  - For full cost recovery, fees will need to increase to \$494 + \$32/pole
  - The District is proposing a two-year phase in starting with \$340 + \$22/pole

# Next Steps

- Public Hearing: October 7, 2024
- Public Hearing & Action: October 22, 2024
- Rates Effective: January 1, 2025



**BUSINESS OF THE COMMISSION**

Meeting Date: October 7, 2024

Agenda Item: 6A

**TITLE**

Consideration of a Resolution Authorizing the Manager, Real Estate Services, to Execute an Agreement to Grant Easements, Easement Agreement and Temporary Construction Easement With the Port of Everett to Facilitate Construction, Operation and Maintenance of District Electric Utility Infrastructure Necessary to Provide Electricity to Hat Island

**SUBMITTED FOR: Public Hearing and Action**

<u>Real Estate Services</u>	<u>Maureen Barnes</u>	<u>4373</u>
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing:	<u>September 17, 2024</u>	
Estimated Expenditure:	<u>\$181,617</u>	Presentation Planned <input type="checkbox"/>

**ACTION REQUIRED:**

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

**SUMMARY STATEMENT:**

Identify the relevant Board policies and impacts:

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

The Port of Everett (“Port”) is the owner of certain real property located in the City of Everett commonly known as 3500 Terminal Avenue, Everett, Washington (“Property”). The District desires to construct and operate electric utility infrastructure on the Property in connection with transmitting electricity via underwater cable to Hat Island, Washington.

The Port and the District have reached tentative agreement on the terms and conditions of an Agreement to Grant Easements, Easement Agreement and Temporary Construction Easement that would facilitate the District’s construction, operation, and maintenance of said electric utility infrastructure on a portion of the Property.



RECOMMENDATIONS/FUTURE ACTIONS:

Staff recommends that the District Board of Commissioners pass the resolution authorizing execution of the Agreement to Grant Easements, Easement Agreement and Temporary Construction Easement with the Port of Everett.

*List Attachments:*

Resolution

Attachment 1

Attachment 2

Attachment 3

Presentation – Previously presented September 17, 2024

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION Authorizing the Manager, Real Estate Services, to Execute an Agreement to Grant Easements, Easement Agreement and Temporary Construction Easement With the Port of Everett to Facilitate Construction, Operation and Maintenance of District Electric Utility Infrastructure Necessary to Provide Electricity to Hat Island

WHEREAS, the Port of Everett (“Port”) is the owner of certain real property located in the City of Everett commonly known as 3500 Terminal Avenue, Everett, Washington (Snohomish County Tax Parcel No. 29042500400200) (“Property”); and

WHEREAS, Public Utility District No. 1 of Snohomish County (“District”) desires to construct and operate electric utility infrastructure on the Property in connection with transmitting electricity via underwater cable to Hat Island, Washington; and

WHEREAS, the Port and the District have reached tentative agreement on the terms and conditions of an Agreement to Grant Easements, Easement Agreement and Temporary Construction Easement (attached hereto as Attachments No. 1, No. 2 and No. 3 respectively) that would facilitate the District’s construction, operation, and maintenance of said electric utility infrastructure on a portion of the Property; and

WHEREAS, the monetary consideration for the Easement Agreement and Temporary Construction Easement is \$165,300 plus certain other related costs; and

WHEREAS, District staff recommend that the District Board of Commissioners authorize execution of said agreements; and

WHEREAS, the Commission finds that it is in the best interest of the District and its ratepayers to authorize execution of said agreements in order to facilitate the District’s construction, operation, and maintenance of said electric utility infrastructure on a portion of the Property.

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

1. Execute the Agreement to Grant Easements (Attachment No. 1), Easement Agreement (Attachment No. 2), and Temporary Construction Easement (Attachment No. 3), in the name of and on behalf of the District, with the Port of Everett; provided that the final form of said documents is subject to the review and approval of the District's General Counsel or his designee; and

2. Take any and all other actions, including but not limited to payment of consideration, necessary to close or otherwise complete the transaction and purchase of the easement and temporary construction easement referenced in said documents.

PASSED AND APPROVED this 7<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Secretary

**AGREEMENT TO GRANT EASEMENTS**  
*(Hat Island)*

THIS AGREEMENT TO GRANT EASEMENTS (this “**Granting Agreement**”), effectively dated as of \_\_\_\_\_, 2024 (“**Effective Date**”), is made by and between **Port of Everett**, a Washington port district (the “**Port**”), and **Public Utility District No. 1 of Snohomish County**, a Washington municipal corporation (the “**District**”).

WHEREAS, the Port is the owner of certain real property located in the City of Everett commonly known as 3500 Terminal Avenue, Everett, Washington (Snohomish County Tax Parcel No. 29042500400200 (the “**Port Property**”).

WHEREAS, the District desires to construct and operate electric utility infrastructure on the Port Property in connection with transmitting electricity via underwater cable to Hat Island, Washington.

WHEREAS, subject to the terms set forth below, the Port is willing to grant to the District: (a) a temporary construction easement, and (b) a permanent easement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Temporary and Permanent Easements. The Port has agreed to grant to the District a temporary construction easement, in the form attached hereto as **Exhibit A** (the “**Temporary Easement**”). In addition to the Temporary Easement, the Port as agreed to grant to the District a permanent easement, in the form attached hereto as **Exhibit B** (the “**Permanent Easement**” together with the Temporary Easement, the “**Easements**”).

2. Payment to the Port. In consideration for the Temporary Easement, the District shall pay to the Port Ninety-One Thousand, Three Hundred and No/100 Dollars (\$91,300) for the stated term (eighteen (18) months) of the Temporary Easement. In consideration of the Permanent Easement, the District shall pay the Port Seventy-Four Thousand, and No/100 Dollars (\$74,000). Also, in consideration for the Temporary Easement and Permanent Easement, the District shall pay to the Port [\_\_\_], and No/Dollars (\$[\_\_\_]) to conclusively reimburse all costs and expenses incurred by the Port through the Effective Date of this Granting Agreement which were a direct result of the District’s electric utility infrastructure contemplated to be developed on the Port Property under the Easements. All payments required under this Section 2 shall be paid to the Port within thirty (30) days of mutual execution and acknowledgement of the Easements.

3. Recording Costs and Expenses. In addition to the payments required under Section 2, the District shall be responsible for all costs of recording the Permanent Easement. The District agrees that the Temporary Easement shall not be recorded.

4. Miscellaneous Provisions. This Granting Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action brought upon this Granting Agreement shall be in the Superior Court for Snohomish County, Washington.

*[Signatures on following page(s)]*

IN WITNESS WHEREOF, the parties hereto have entered into this Granting Agreement as of the Effective Date set forth above.

**PORT OF EVERETT,**  
a Washington port district

By: \_\_\_\_\_  
Name: Lisa Lefebber  
Title: CEO/Executive Director

**PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY**  
a Washington municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**  
**Form of Temporary Easement**

[Attached]

**Exhibit B**  
**Form of Permanent Easement**

[Attached]

AFTER RECORDING RETURN TO:

Attn: Maureen Barnes  
Manager, Real Estate Services  
Public Utility District No. 1  
of Snohomish County  
P.O. Box 1107  
Everett, WA 98026-1107

Grantor/Grantee:	PORT OF EVERETT, a Washington municipal corporation
Grantee/Grantor:	PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, a Washington municipal corporation
Legal Description:	15-FT STRIP IN A PTN. OF GOVT. LOT 2 , SEC. 25, T. 29N, R. 4E, W.M.
Assessors' Tax Parcel No.	29042500400200

**EASEMENT AGREEMENT**

This **EASEMENT AGREEMENT** (“**Agreement**”), effectively dated \_\_\_\_\_, 2024, (the “**Effective Date**”) is entered into by and between PORT OF EVERETT, a Washington municipal corporation (the “**Port**”), and PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, a Washington municipal corporation (the “**District**”). The Port and District are also referred to herein individually as “**Party**” and collectively as “**Parties**”.

WHEREAS, the Port is the owner of certain real property located in the City of Everett commonly known as 3500 Terminal Avenue, Everett, Washington (Snohomish County Tax Parcel No. 29042500400200), as more particularly described in the legal description attached as **Exhibit A** (the “**Property**”).

WHEREAS, the District desires to construct and operate electric utility infrastructure on the Property in connection with transmitting electricity via underwater cable to Hat Island, Washington.

WHEREAS, the Port desires to grant an easement to the District on the portion of the Property described and depicted on **Exhibit B** attached hereto (the “**Easement Area**”), so that



the District may construct and maintain the Electric Facilities, as such term is defined herein below, in accordance with the terms and conditions of this Agreement.

WHEREAS, the Port acknowledges that adverse environmental conditions (including without limitation, contaminated soil, water, material, or Hazardous Substances), either latent or patent, exist in, on, over, around, or under the Property (“**Adverse Environmental Conditions**”) and the Property is part of the “Weyerhaeuser Mill A” Site (“**Site**”) —an area of real property which is listed on the Washington State Department of Ecology’s (“**Ecology**”) Confirmed and Suspected Contaminated Sites with Facility Site ID No. 1884322 and Cleanup Site ID No. 2146. The Property is subject to and described in: (i) that certain “Agreed Order for Remedial Investigation/Feasibility Study and Draft Cleanup Action Plan – Weyerhaeuser Mill A Former Site,” No. DE 8979, entered into by Ecology, the Port, Weyerhaeuser Company, and Washington Department of Natural Resources dated effective August 9, 2012; and (ii) that certain “Agreed Order for Interim Action – Weyerhaeuser Mill A Former Site,” No. DE 13119, entered into by Ecology, the Port, Weyerhaeuser Company dated effective April 14, 2016 (together, the “**Agreed Order**”).

WHEREAS, the Port will conduct an environmental cleanup of the Property under one or more future agreed orders or consent decrees with Ecology to address the Adverse Environmental Conditions (“**Site Cleanup**”), and the Parties desire to establish the general terms governing the coordination of the Site Cleanup with the District’s exercise of the rights granted to it herein.

NOW, THEREFORE, in consideration of the terms, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Port and the District agree as follows:

- 1. Definitions.** The terms defined in Exhibit C shall have the meaning given to them therein when used in this Agreement.
- 2. Grant of Perpetual Easement.** Subject to the conditions in Section 5 and Section 6 below, the Port hereby grants to the District, its successors and assigns, a perpetual non-exclusive easement (the “**Easement**”) on, in, along, over, under, through, and across the Easement Area, for the right, privilege, and authority for the District, and the District’s employees, agents, and contractors to develop, construct, erect, install, operate, use, Maintain, repair, clean, reconstruct, alter, improve, upgrade, expand, extend, replace, deactivate, secure, and remove temporary and permanent facilities which may include, but are not limited to: vaults, cables, associated underground and submerged conduits and casings, lines, poles, connections, switches, transformers, fiber optic cable and other lines, cables and facilities for communications, semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing (collectively, the “**Electric Facilities**”), and such other utility purposes as the District is legally authorized to conduct, including, without limitation, the following rights:

- a. to make all necessary inspections, studies, surveys, and tests relating to the Electric Facilities;
- b. to store materials and park equipment and vehicles when conducting the activities permitted in Section 2 above;
- c. to conduct horizontal directional drilling activity, including but not limited to the installation of an underground and underwater conduit to permanently house an underground and underwater submarine cable (“**Cable**”), and appurtenances related thereto including, but not limited to, a thirty (30)-inch diameter underground steel casing located near the east terminus of the Cable and other underground casings;
- d. to construct one or more partially or fully underground vaults (“**Vault(s)**”) for the purpose of installing and housing the east terminus of the Cable, along with other cables, conduits, casings, lines, connections, switches, transformers, fiber optic cable, lines, and all related equipment, facilities, or appurtenances;
- e. to install horizontal directionally drilled conduit to permanently house the Cable, including but not limited to a fourteen (14)-inch diameter polyethylene conduit (“**Submerged Conduit**”) extending northwesterly within the Easement Area to the west boundary line of the Property;
- f. to conduct land disturbance activity, including but not limited to removing existing soil for the purpose of constructing the Electric Facilities, installing the Vault(s), and horizontally directionally drilled conduit for the underground and underwater Cable;
- g. to conduct fill activity, including but not limited to replacing removed soil with import gravel or controlled density fill (CDF) as required;
- h. to install, use, and operate underground and aerial distribution lines and poles, including but not limited to such lines that connect to the Cable via the Vault(s);
- i. to install any necessary or incidental appurtenances, including but not limited to bollards and signage, anywhere in the Easement Area;
- j. to operate, use, maintain, repair, construct, install, reconstruct, and replace underground or above ground utility lines, including, without limitation, for electric, telephone, and data;
- k. for vehicular and pedestrian ingress and egress along, over and across the Easement Area, by all District personnel or contractors, material, and equipment necessary for the foregoing purposes;
- l. to satisfy any obligations of the District arising under Section 7(a) of this Agreement and

- m. to take any other actions as are necessary relating to electrical facilities, such as the Electric Facilities; together with all necessary or convenient appurtenances thereto.

Together with the right of ingress, egress, and access over and across the roads on the real property owned by the Port between the Easement Area and public roads, including the right to enter gated areas for the purpose of accessing the Easement Area. The District acknowledges and agrees that the Property is encumbered by easements, covenants, and other obligations; and the Easement is subject to and conditioned by such encumbrances.

**3. Access & Security.** The Easement Area is in a restricted area of the Port. In accordance with Department of Homeland Security federal requirements, valid Transportation Workers Identification Credentials (TWIC) will be required for all District employees, agents, and contractors (“**District Personnel**”) that need to access the Easement Area. The ability of the District Personnel to meet and maintain TWIC compliance will be a condition of the Easement. TWIC cardholders will be required to have their TWIC cards with them and available at all times. Federal regulations allow persons without a TWIC card to enter the restricted area only with an approved TWIC-cardholding escort. TWIC escorts must be approved by the Facility Security Officer, must hold a valid TWIC card, must be trained for this facility, and may only escort up to five (5) individuals at a time. The District will be responsible for ensuring TWIC compliance by District Personnel. The Port will not provide escort for non-TWIC cardholders. For all activities other than simple inspection, the District shall provide the Port with notice of its intent to enter the Easement Area no later than twenty four (24) hours prior to entry, except in the event of an emergency or other similar circumstance, for which the District shall give such advance notice as is reasonable under the circumstances).

**4. Clearing of the Easement Area.** The District shall have the right, with the Port’s written approval, to: (i) demolish and remove any existing object, or improvement, including but not limited to pavement, located within or under the Easement Area; and (ii) cut, remove and dispose of any and all vegetation located within the Easement Area. Such actions shall be at the District’s sole cost.

**5. Restoration.** To the extent that the Property is disturbed or damaged by the District’s exercise of its rights hereunder, the District shall restore the condition of the Property as nearly as reasonably possible to its existing condition prior to said exercise of its rights.

**6. The Port’s Use of the Easement Area.** The Parties recognize that the Property is within an active marine terminal where cargo is stored and handled. The Port reserves the right to use the Easement Area in a manner that (i) does not unreasonably interfere with the District’s use of the Easement Area; (ii) does not interfere with the District’s exercise of the rights granted to it under Section 2 of this Agreement; or (iii) does not present a hazard to the Electric Facilities or any component thereof. The Port shall not permit parking over the Vault(s), storage of any kind above or on top of the Vault(s), nor construct or permit to be constructed any structure of any kind on, in, over, under, through, or across the Easement Area without prior approval of the District. The Port reserves the right to park vehicles, store cargo and conduct other terminal operations over areas other than the Vaults, except that Port shall relocate any vehicles, cargo,

and terminal operations from the Easement Area thirty (30) days following a written request from the District or sooner (as is reasonable under the circumstances) in the event of an emergency.

## 7. **Environmental Matters.**

Because the Easement Area falls within the Site, construction of the Electric Facilities will involve the handling of contaminated soil and groundwater (“**Contaminated Materials**”). Specific provisions related to the handling of Contaminated Materials, compliance with Ecology orders and decrees, and compliance with Environmental Laws will be addressed in (i) a Temporary Construction Easement providing specific requirements for construction of the Initial Facilities (“**Initial Facilities TCE**”) to be executed contemporaneously with this Agreement; and (ii) a Temporary Construction Easement providing specific requirements for construction of the Permanent Facilities (“**Permanent Facilities TCE**”) to be executed in the future (together, the “**Temporary Construction Easements**”). The Temporary Construction Easements shall include, but not be limited to, the following provisions:

- a. **Contaminated Soils and Groundwater Handling; Responsibility; and Custody.** The District shall be responsible for characterizing, managing, transporting, and disposing of contaminated soil and groundwater to the degree necessary for the District to install, construct, operate, use, Maintain, and remove the Initial Facilities and Permanent Facilities (defined below).
- b. **Department of Ecology.** The Parties recognize that, upon the recording of this Agreement, the District will be subject to the requirements and obligations of the Agreed Order and any subsequent MTCA orders or decrees to the extent that they apply to the District’s activities in the Easement Area. The District shall comply with any requirements and obligations of the Agreed Order and future MTCA orders or consent decrees which are applicable to the removal of contaminated soil and groundwater pursuant to Subsection 6(a). Except as otherwise set forth in this Agreement or the Temporary Construction Easements, the Port shall be solely responsible for all other costs and expenses associated with complying with the requirements and obligations of the Agreed Order and future MTCA orders or consent decrees as applicable to the Property, including the Easement Area. The Port shall comply with all Environmental Laws, including but not limited to requirements imposed by the Agreed Order and future MTCA orders, or otherwise due to the Adverse Environmental Conditions, including without limitation procedural requirements such as any obligation to provide notice to, or obtain consent from, Ecology regarding activities conducted in, on, under or around the Easement Area (including development, construction, and operations), and substantive requirements such as any obligations regarding the proper handling of contaminated media. The District shall reasonably cooperate with the Port to accomplish said compliance, but in no event shall the District be required to incur any out-of-pocket costs or expenses, except as otherwise set forth in this Agreement. To the extent not otherwise required by applicable laws, the Port shall be solely

responsible for procedural requirements related to notices to and communications with Ecology. The Port shall be the primary point of contact with Ecology for all matters and shall forward any response or other communication regarding the Property from Ecology to the District within fourteen (14) calendar days of the Port's receipt of the same or sooner as necessary to ensure compliance with any obligations of the Agreed Order and future MTCA orders or otherwise imposed by Ecology.

**8. Electric Facilities and Site Cleanup.** The District anticipates constructing and installing Electric Facilities before, during, and after Site Cleanup as set forth below.

**a. Before Site Cleanup.** The Port will provide written notice to the District at the time the Cleanup Action Plan for the upland area of the Site is issued by Ecology and will keep the District informed of the planned and actual Site Cleanup construction schedule. Before the Port commences the Site Cleanup, the District anticipates constructing and installing Electric Facilities comprised of, but not limited to, the following: (i) Vault(s) including a partially buried splice vault; (ii) the Submerged Conduit; (iii) the Cable; (iv) a power pole; and (v) aerial and buried distribution lines (collectively, the "**Initial Facilities**"). Prior to the installation of the Initial Facilities, the District and Port will develop and execute the Initial Facilities TCE. No initial construction activities for the Initial Facilities shall commence prior to the District and Port executing the Initial Facilities TCE.

**b. After Site Cleanup.** After completion of the Site Cleanup, the District anticipates constructing and installing Electric Facilities comprised of, but not limited to, the following: (i) Vault(s) including a buried power vault and fiber vault that are flush with grade level and connected to the Cable and Submerged Conduit; (ii) a permanent power pole, and (iii) "three-phase" overhead and underground distribution lines and facilities (collectively, the "**Permanent Facilities**"). Prior to commencing construction and installation of the Permanent Facilities, the District and Port will develop and execute the Permanent Facilities TCE, which shall be substantially similar in form to the Initial Facilities TCE, with the anticipation that there will be a coordinated effort to conduct the Port's cleanup activities and the District's permanent placement of its facilities. No construction activities for the Permanent Facilities shall commence prior to the District and Port executing the Permanent Facilities TCE.

**9. Site Cleanup Coordination.** The Port will conduct the Site Cleanup at a future time to address the Adverse Environmental Conditions on the Property, including but not limited to the Easement Area. Anticipated Site Cleanup work includes, but is not limited to, the removal of contaminated soil and the replacement of contaminated soil with clean fill. The Site Cleanup shall be conducted in accordance with the provisions set forth below in this Section 9.

**a.** Prior to the commencement of the Site Cleanup, the Port and the District shall collaborate in good faith to execute an interlocal agreement or other form of

agreement (“**ILA**”) governing the rights and responsibilities of the Parties with respect to the Site Cleanup, which will include deactivation, removal, and storage of certain Initial Facilities, and reinstallation, activation, and energization of the Initial Facilities or construction, installation and activation of the Permanent Facilities, which may include such activities being performed by the Port’s Site Cleanup Contractor and reimbursed by the District to achieve cost savings.

- b.** The Port shall be solely liable for all costs of the Site Cleanup, except that the District shall reimburse the Port for such costs incurred after the Effective Date of this Agreement which are a direct result of the design, installation presence, deactivation and/or removal of the Initial Facilities; reinstallation, activation, and energization of the Initial Facilities; and the design, installation, activation, and energization of the Permanent Facilities. In the event the Port is entitled to cost reimbursement from the District under this Section 9(b), the costs shall be reimbursed as set forth below:
- i.** The Port will submit invoices to the District that each contain the following information:
    - 1.** Party Agreement or Purchase Order number;
    - 2.** Location of the work performed;
    - 3.** Description of the work performed;
    - 4.** Date(s) the work was performed, including the number of hours worked;
    - 5.** Labor description, number of hours worked, and hourly rate;
    - 6.** Applicable taxes;
    - 7.** Other applicable charges; and
    - 8.** Total invoice price
  - ii.** The Port will send such invoice(s) to the District at the following address:

Real Estate OA-1  
PO Box 1107  
Everett, WA 98206-1107
  - iii.** The District shall pay the amount of each invoice within sixty (60) calendar days of its receipt of the invoice, provided that, if the District objects to, or needs additional information regarding any item or statement shown on any invoice, the District shall pay the invoice, less the amount in dispute or for which additional information is needed, and the District shall promptly notify the Port of the dispute or need for additional information, specifying in reasonable detail the basis for the same. The Port will provide any such requested additional information within thirty (30) days. The Parties will work together thereafter in good faith to resolve the situation. In the event the District and the Port are unable to conclusively

agree on the amount in question under any invoice within sixty (60) days of the District's receipt of the invoice, the Parties agree to use good faith to resolve such dispute by engaging in the dispute resolution process set forth in Section 9(b)(iv) below.

**iv. Dispute Resolution Process.**

1. Level One – The Parties respective Project Managers shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level One, either Party may refer the dispute to Level Two.
  2. Level Two – The District's Senior Manager, Transmission & Distribution, System Ops and Engineering and the Port's Chief of Planning & Development shall meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level Two, either Party may refer the dispute to Level Three.
  3. Level Three – The District's General Manager/Chief Executive Officer and the Port's Chief Executive Officer shall meet to discuss and attempt to resolve the dispute in a timely manner.
  4. In the event the dispute is not resolved at Level Three within twenty-one (21) days after referral of that dispute to Level Three, the Parties are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation or arbitration. However, no Party has an obligation to agree to refer the dispute to mediation, arbitration, or other form of dispute resolution following completion of Level Three of the process described herein.
- c.** At all times while performing Site Cleanup activities, the Port shall comply with all Environmental Laws, including but not limited to requirements imposed by the Agreed Order or otherwise due to the Adverse Environmental Conditions, and shall indemnify the District as set forth in Section 9(a) of this Agreement.
- d.** The Port shall cooperate in good faith with the District to grant to the District the Permanent Facilities TCE in a similar form as the Initial Facilities TCE to use, stage, and store vehicles, equipment, and materials for the purpose of constructing, installing and activating the Permanent Facilities.

**10. Indemnification.**

- a. The Port's Indemnification.** The Port shall release, indemnify, protect, defend (with counsel reasonably satisfactory to the District) and hold harmless the District,

and the District's successors and assigns, and consultants, employees, agents, officers, directors, contractors, subcontractors, permittees, and invitees of the District, and of the District's successors and assigns, from Claims that (i) arise directly or indirectly from or relate to known or unknown Adverse Environmental Conditions including without limitation those that arise out of or result from the Port and its agents, employees, contractors, invitees, or permittees accessing the Easement Area, except for Claims associated with the District's removal of contaminated soil and groundwater pursuant to Subsection 7(a), for which the District will be solely responsible; or (ii) arise out of or result from the Port's negligent performance or failure to perform fully any term or condition of this Agreement. In addition, the indemnification provided by this Subsection shall include, without limitation, all loss or damage sustained by the District or any third party due to any Hazardous Substance, except for Costs associated with the District's removal of contaminated soil and groundwater pursuant to Subsection 7(a), for which the District will be solely responsible: (y) that is present or suspected to be present in the Easement Area or neighboring properties owned by the Port or in the air, soil, groundwater or surface water at, on, about, above, under or within the Easement Area or neighboring properties owned by the Port (or any portion thereof) prior to the date of this Agreement; or (z) that migrates, flows, percolates, diffuses or in any way moves onto, into or under the air, soil, groundwater or surface water at, on, about, above, under or within the Easement Area (or any portion thereof) as a result of any Release, discharge, disposal, dumping, spilling or leaking (accidental or otherwise) onto the Easement Area or neighboring properties owned by the Port (or any portion thereof) occurring prior to the date of this Agreement. The foregoing indemnity in this Subsection 10(a): (a) is specifically and expressly intended to constitute a waiver of the Port's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the extent necessary to provide the District with a full and complete indemnity from Claims made by employees, agents or contractors of the Port; and (b) to the extent invoked due to Claims caused by or resulting from the concurrent negligence of the District, or its agents, employees, contractors, invitees, or permittees, and the Port, or its agents, employees, contractors, invitees, or permittees, shall apply only to the extent such Claims are caused by or result from the negligence of the Port, or its agents, employees, contractors, invitees, or permittees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. The Port's indemnification set forth in this Subsection 10(a) shall survive the termination of this Agreement.

- b. The District's Indemnification.** The District shall release, indemnify, defend and hold harmless the Port from and against any and all Claims arising out of or resulting from (i) the District's negligent performance or failure to perform fully any term or condition of this Agreement; (ii) any new Release by the District, or its agents, employees, contractors, invitees, or permittees, of any Hazardous Substance at or otherwise impacting the Easement Area; (iii) use of the Easement Area by the District, to the extent such Claims are caused by an act or omission of the District; and (iv) such Claims that arise from or relate to Hazardous Substances displaced,



disturbed, disrupted, relocated, or re-Released in the course of the District or its agents, employees, contractors, invitees, or permittees conducting the District's construction activities in the Easement Area prior to the commencement of the Site Cleanup. The foregoing indemnity in this Subsection 10(b) is specifically and expressly intended to constitute a waiver of the District's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the extent necessary to provide the Port with a full and complete indemnity from Claims made by employees, agents or contractors of the District. The foregoing indemnity in this Subsection 10(b): (x) shall not apply to Claims arising from or relating to the acts and/or omissions of third parties not affiliated with the District; (y) shall not apply to Claims arising from or relating to negligence of the Port, its agents, employees, contractors, invitees, or permittees; and (z) to the extent invoked due to Claims caused by or resulting from the concurrent negligence of the Port, or its agents, employees, contractors, invitees, or permittees, and the District, or its agents, employees, contractors, invitees, or permittees, shall apply only to the extent such Claims are caused by or result from the negligence of the District, or its agents, employees, contractors, invitees, or permittees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

**11. No Liens.** The District shall not permit any lien or claim of preconstruction, construction, mechanics, laborers, or materialmen to be filed against the Property, or any part thereof, for any work, labor, or materials furnished, alleged to have been furnished, or to be furnished pursuant to any agreement by the District. Notwithstanding the foregoing, if any lien is so filed against the Property, within thirty (30) days after the date of the filing or recording of any such lien, the District shall cause the same to be paid and discharged of record, or, if the District contests the amount allegedly due or the right of the lienor to make its lien claim, the District shall cause a bond for at least one hundred twenty-five percent (125%) of the amount of the disputed lien claim to be issued in favor of the Port to protect the Port from any damage resulting from the lien during the entire time of any proceeding in which the District contests the lien. If the District shall fail to discharge such lien, or secure a bond as provided herein, within such thirty (30)-day period, then the Port may, after five (5) days' written notice to the District, do so and shall be entitled to collect from the Port all costs, including attorneys' fees reasonably incurred by the Port to discharge such lien.

**12. Cooperation.** Each Party hereby agrees to execute additional documents, including the Temporary Construction Easement, and to take such actions as are necessary and appropriate to effectuate the intent of this Agreement. The Port shall reasonably cooperate with the District in connection with the District's obtaining all permits and approvals necessary for the development, construction, repair and reconstruction of the Electric Facilities in the Easement Area, signing documents and applications requested by the District, and obtaining signatures of the Port's tenants and lenders, if any, on nondisturbance agreements.

**13. Remedies.** In the event of any breach or threatened breach of this Agreement by either Party, the other Party shall have all rights at law or in equity. In no event shall a waiver by either Party of the right to seek relief under this Section constitute a waiver of any other or further

violation. The substantially prevailing Party in any action brought to enforce or interpret the terms of this Agreement pursuant to this Section shall be entitled to recover its costs and reasonable attorneys' fees incurred in said action, including on appeal, whether or not suit is commenced. It is expressly agreed that no breach of this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement.

**14. Covenants Running With the Land.** This Easement and the rights and obligations under this Agreement are intended to and shall run with the Property and shall benefit and bind the Parties and their respective heirs, successors, and assigns.

**15. Notices.** Any notice, consent, or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon: (a) hand delivery, (b) electronic transmission where a receipt of such transmission has been confirmed, or (c) two (2) business days after being deposited in the United States Mail postage prepaid, return receipt requested, and addressed as follows:

If to the Port:	Attn: Walter Seidl Marine Terminals Director Port of Everett 1205 Craftsman Way, Suite 200 Everett, WA 98201 Walter.seidl@portofeverett.com
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If to the District:	Maureen Barnes Manager, Real Estate Services PUD No. 1 of Snohomish County 1802 75th St. SW P.O. Box 1107 Everett, WA 98206 MLBarnes@snopud.com
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The addresses to which notices are to be mailed to either Party hereto may be changed by such Party by giving written notice thereof to the other Party in the manner above provided.

**16. Compliance with Laws, Regulations, Work Standards.** The District shall at all times exercise its rights herein in accordance with the requirements (as from time to time amended) of any public authority having jurisdiction over District or its use of the Property, and all applicable statutes, orders, rules, and regulations, including all applicable Environmental Laws, orders, decrees, permit and approval requirements, and commercially reasonable construction and operation practices.

**17. Assignment.** The District may not assign or otherwise transfer any of its rights, obligations or interest under this Agreement without the prior written consent of the Port, which consent may not be unreasonably withheld. Notwithstanding the foregoing, the District may

assign this Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganization, sale of assets or other change in control.

**18. No Merger of Estates.** The Easement granted herein shall not extinguish or terminate by operation of the doctrine of merger or otherwise due to the existing or future common ownership of the real property described herein.

**19. Complete Agreement.** This Agreement contains the entire agreement of the Parties with respect to this subject matter and supersedes all prior or contemporaneous writings or discussions relating to the Easement provided for herein. This Agreement may not be amended except by a written document executed after the date hereof by the duly authorized representatives of the Port and the District.

**20. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

**21. Time of the Essence.** Time is of the essence of this Agreement and the performance of all obligations hereunder.

**22. Representation of Authority.** Each Party signing this Agreement, if on behalf of an entity, represents that they have full authority to sign this Agreement on behalf of such entity. All consents, permissions, and approvals related to entry into this Agreement, and the obligations hereunder, have been obtained.

**23. Title to Property.** The Port represents having the lawful right and power to sell and grant this Easement to the District. The Port makes no warranties of any kind, express or implied, to the District concerning the condition of or title to the Property.

**24. Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate owner, and each Party shall have no right to act as an agent for the other Party, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

**25. Construction.** Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa. Any reference herein to “including” means “including but not limited to.”

**26. Severability.** Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any Person, by judgment or court order, shall in no way affect any of the other provisions thereof or the application thereof to any other Person and the same shall remain in full force and effect.

**27. Captions and Capitalized Terms.** The captions preceding the text of each section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

**28. Non-Waiver.** The failure of either Party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

**29. Counterparts.** This Agreement may be executed in one or more counterparts.

**30. Recording.** After mutual execution of this Agreement, the District may record this Agreement in the real property records of Snohomish County, Washington, indexed against the Property. The District shall bear all costs or fees required to effectuate the recording.

*[Signatures and Acknowledgments on the Following Pages]*





## EXHIBIT A

### DESCRIPTION OF THE PROPERTY

THAT PORTION IN, AND FRONTING, GOVERNMENT LOTS 1 AND 2, IN SECTION 30, TOWNSHIP 29 NORTH, RANGE 5 EAST, AND IN AND FRONTING GOVERNMENT LOT 2 IN SECTION 25, TOWNSHIP 29 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN. DESCRIBED AS FOLLOWS:  
COMMENCING AT THE STANDARD CITY MONUMENT AT THE INTERSECTION OF HEWITT AVENUE AND FEDERAL STREET, WHICH MONUMENT IS SHOWN ON PLAT OF EVERETT, DIVISION "C" WHICH PLAT IS RECORDED IN VOLUME 3 OF PLATS, PAGE 70, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, AND WHICH MONUMENT IS POSITIONED 22.00 FEET NORTH AND 22.00 FEET EAST OF THE INTERSECTION OF THE CENTER LINES OF SAID STREETS, AND FROM SAID MONUMENT THE STANDARD CITY MONUMENT AT THE INTERSECTION OF HEWITT AVENUE AND NASSAU STREET, AS SHOWN ON SAID PLAT, BEARS SOUTH 89° 03' 29" EAST A DISTANCE OF 344.09 FEET;  
THENCE NORTH 89° 03'29" WEST, ALONG THE MONUMENT LINE OF HEWITT AVENUE PROJECTED WESTERLY, WHICH MONUMENT LINE IS 22.00 FEET NORTH OF THE CENTER LINE OF HEWITT AVENUE, AS MEASURED AT RIGHT ANGLES TO SAID CENTER LINE, A DISTANCE OF 222.33 FEET TO THE POINT OF INTERSECTION OF SAID MONUMENT LINE WITH THE ORIGINAL CENTER LINE OF THE SEATTLE AND MONTANA RAILWAY (CALLED S&MRY ON GREAT NORTHERN RAILWAY EVERETT NO. 5 MAP); THENCE SOUTH 42° 04' 01" WEST, ALONG SAID ORIGINAL CENTER LINE, A DISTANCE OF 95.58 FEET TO THE POINT OF INTERSECTION OF SAID ORIGINAL CENTER LINE WITH THE SOUTH LINE OF SAID HEWITT AVENUE, PROJECTED WESTERLY;  
THENCE NORTH 89°03'29" WEST, ALONG THE WESTERLY PROJECTION OF THE SOUTH LINE OF HEWITT AVENUE A DISTANCE OF 30.53 FEET TO THE POINT OF INTERSECTION OF SAID WESTERLY PROJECTION OF THE SOUTH LINE OF HEWITT AVENUE WITH THE WESTERLY RIGHT OF WAY LINE OF THE FORMER GREAT NORTHERN RAILWAY COMPANY, NOW BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY (BNSFR), WHICH RIGHT OF WAY LINE IS 23.00 FEET WESTERLY OF SAID ORIGINAL CENTER LINE OF THE SEATTLE AND MONTANA RAILWAY, AS MEASURED AT RIGHT ANGLES TO SAID CENTER LINE; THENCE SOUTH 42°04'01" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 760.43 FEET; THENCE NORTH 51°35'10" WEST A DISTANCE OF 24.63 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE 50.00 FOOT WIDE FORMER NORTHERN PACIFIC RAILWAY COMPANY RIGHT OF WAY WHICH POINT IS THE **TRUE POINT OF BEGINNING**;  
THENCE CONTINUING NORTH 51° 35' 10" WEST A DISTANCE OF 50.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID 50.00 FOOT WIDE FORMER NORTHERN PACIFIC RAILWAY COMPANY RIGHT OF WAY;  
THENCE SOUTH 37° 33 '50" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 111.08 FEET; THENCE NORTH 51° 35 '10" WEST A DISTANCE OF 13.47 FEET TO A POINT ON THE GOVERNMENT MEANDER LINE OF SAID SECTION 30 AS SHOWN ON MAPS OF EVERETT TIDE LANDS. AS PLATTED BY THE BOARD OF STATE LAND COMMISSIONERS, AS APPROVED DECEMBER 29, 1913, AND FILED ON FEBRUARY 2, 1914, ON FILE IN OLYMPIA, WASHINGTON, WHICH POINT BEARS SOUTH 38° 51'40.7" WEST A DISTANCE OF 278.481 FEET AND SOUTH 39° 51' 47.7" WEST A DISTANCE OF 170.27 FEET FROM THE GOVERNMENT MEANDER CORNER BETWEEN SECTION 19 AND SAID SECTION 30 IN TOWNSHIP 29 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, WHICH MEANDER CORNER IS AS SHOWN ON SAID MAPS OF EVERETT TIDE LANDS: THENCE NORTH 54° 03"10 WEST A DISTANCE OF 421.67 FEET; THENCE SOUTH 35° 56'50" WEST A DISTANCE OF

100.00 FEET; THENCE NORTH  $54^{\circ} 03' 10''$  WEST A DISTANCE OF 132.97 FEET TO A POINT ON THE INNER HARBOR LINE AS SHOWN ON SAID MAPS OF EVERETT TIDE LANDS; THENCE SOUTH  $46^{\circ} 53' 27.8''$  WEST, ALONG SAID INNER HARBOR LINE, A DISTANCE OF 2586.98 FEET; THENCE SOUTH  $30^{\circ} 15' 42.4''$  WEST, ALONG SAID INNER HARBOR LINE A DISTANCE OF 1353.75 FEET TO A POINT THAT BEARS NORTH  $30^{\circ} 15' 42.4''$  EAST A DISTANCE OF 304.86 FEET FROM AN ANGLE POINT IN SAID INNER HARBOR LINE MARKED N22281.943 AND E33949.892 ON SAID MAPS OF EVERETT TIDE LANDS; THENCE SOUTH  $59^{\circ} 44' 17.6''$  EAST A DISTANCE OF 421.51 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID FORMER GREAT NORTHERN RAILWAY COMPANY, NOW BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY (BNSFR), WHICH RIGHT OF WAY LINE IS 70.00 FEET WESTERLY OF SAID ORIGINAL CENTER LINE OF THE SEATTLE AND MONTANA RAILWAY, AS MEASURED AT RIGHT ANGLES TO SAID CENTER LINE:

THENCE NORTH  $40^{\circ} 52' 41''$  EAST ALONG SAID BNSFR WESTERLY RIGHT OF WAY LINE, PARALLEL WITH SAID ORIGINAL CENTER LINE, A DISTANCE OF 63.16 FEET; THENCE ALONG A CURVE OF SAID BNSFR WESTERLY RIGHT OF WAY LINE, TO THE RIGHT, HAVING A RADIUS OF 1806.97 FEET, THROUGH A CENTRAL ANGLE OF  $13^{\circ} 36' 30''$ , AN ARC DISTANCE OF 429.17 FEET TO A POINT WHICH IS 75.00 FEET FROM SAID ORIGINAL CENTER LINE, AS MEASURED AT RIGHT ANGLES THERETO; THENCE NORTH  $54^{\circ} 30' 01''$  EAST, ALONG SAID BNSFR WESTERLY RIGHT OF WAY LINE, PARALLEL WITH SAID ORIGINAL CENTER LINE, A DISTANCE OF 436.40 FEET; THENCE ALONG A CURVE OF SAID BNSFR WESTERLY RIGHT OF WAY LINE, CONCENTRIC WITH SAID ORIGINAL CENTER LINE, TO THE LEFT, HAVING A RADIUS OF 4699.74 FEET, THROUGH A CENTRAL ANGLE OF  $4^{\circ} 47' 28''$  AN ARC DISTANCE OF 393.00 FEET TO A POINT ON THE NORTHERLY PROJECTION OF THE WEST LINE OF GOVERNMENT LOT 2 OF SAID SECTION 30, AT WHICH POINT THE TANGENT TO SAID CURVE BEARS NORTH  $49^{\circ} 42' 33''$  EAST; THENCE SOUTH  $1^{\circ} 00' 17''$  EAST, ALONG SAID NORTHERLY PROJECTION OF THE WEST LINE OF SAID GOVERNMENT LOT 2 OF SAID SECTION 30 A DISTANCE OF 8.28 FEET TO THE MEANDER CORNER COMMON TO SAID SECTION 25 AND SAID SECTION 30; THENCE CONTINUING SOUTH  $1^{\circ} 00' 17''$  EAST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 2 OF SAID SECTION 30, A DISTANCE OF 62.76 FEET TO A POINT ON A CURVE OF SAID BNSFR WESTERLY RIGHT OF WAY LINE, AT WHICH POINT THE TANGENT TO SAID CURVE BEARS NORTH  $50^{\circ} 09' 49''$  EAST, AND WHICH POINT IS 15.00 FEET WESTERLY OF THE GREAT NORTHERN RAILWAY COMPANY'S BAY FRONT LINE (CALLED "COAST LINE" ON GREAT NORTHERN RAILWAY EVERETT NO. 5 MAP) CENTER LINE, AS MEASURED RADIALLY FROM THE CURVE OF SAID CENTER LINE: THENCE IN A NORTHERLY DIRECTION, ALONG SAID CURVE TO THE LEFT, CONCENTRIC WITH SAID CENTER LINE, HAVING A RADIUS OF 4675.06 FEET, THROUGH A CENTRAL ANGLE OF  $3^{\circ} 56' 32''$ , AN ARC DISTANCE OF 321.68 FEET TO A POINT AT WHICH THE TANGENT TO SAID CURVE BEARS NORTH  $46^{\circ} 13' 17''$  EAST; THENCE SOUTH  $43^{\circ} 46' 43''$  EAST, ALONG SAID BNSFR WESTERLY RIGHT OF WAY LINE, RADIALLY TO SAID CENTER LINE, A DISTANCE OF 2.00 FEET TO A POINT 13.00 FEET WESTERLY OF SAID CENTER LINE, ON THE CURVE OF SAID BNSFR WESTERLY RIGHT OF WAY LINE, AT WHICH POINT THE TANGENT TO SAID CURVE BEARS NORTH  $46^{\circ} 13' 17''$  EAST; THENCE ALONG SAID CURVE OF THE BNSFR WESTERLY RIGHT OF WAY LINE, TO THE LEFT, CONCENTRIC WITH SAID CENTER LINE. HAVING A RADIUS OF 4677.06 FEET, THROUGH A CENTRAL ANGLE OF  $2^{\circ} 26' 36''$ , AN ARC DISTANCE OF 199.45 FEET TO A POINT AT WHICH THE TANGENT TO SAID CURVE BEARS NORTH  $43^{\circ} 46' 41''$  EAST; THENCE NORTH  $46^{\circ} 13' 19''$  WEST,

ALONG SAID BNSFR WESTERLY RIGHT OF WAY LINE, RADIALLY TO SAID CENTER LINE A DISTANCE OF 2.00 FEET TO A POINT 15.00 FEET WESTERLY OF SAID CENTER LINE ON THE CURVE OF SAID BNSFR WESTERLY RIGHT OF WAY LINE, AT WHICH POINT THE TANGENT TO SAID CURVE BEARS



NORTH 43° 46' 41" EAST; THENCE ALONG SAID CURVE OF THE BNSFR WESTERLY RIGHT OF WAY LINE, TO THE LEFT, CONCENTRIC WITH SAID CENTER LINE, HAVING A RADIUS OF 4675.06 FEET, THROUGH A CENTRAL ANGLE OF 6° 19' 23", AN ARC DISTANCE OF 515.92 FEET TO A POINT OF SPIRAL. , AT WHICH POINT THE TANGENT TO SAID CURVE BEARS NORTH 37° 27' 18" EAST: THENCE IN A NORTHERLY DIRECTION, ALONG A TRANSITION SPIRAL OF SAID BNSFR WESTERLY RIGHT OF WAY LINE, CONCENTRIC WITH SAID CENTER LINE, WHICH CENTER LINE IS ON A TRANSITION SPIRAL 260.00 FEET IN LENGTH, HAVING TEN CHORDS, AND A CENTRAL ANGLE OF 1° 35' 17" AND THE SPIRAL CHORD OF SAID WESTERLY RIGHT OF WAY LINE BEARS NORTH 36° 25' 12" EAST A DISTANCE OF 259.29 FEET TO THE NORTHERLY END POINT OF SAID WESTERLY RIGHT OF WAY LINE SPIRAL, WHICH POINT IS 15.00 FEET WESTERLY OF SAID CENTER LINE, AS MEASURED RADially FROM SAID CENTER LINE;

THENCE NORTH 35° 52' 01" EAST, ALONG SAID BNSFR WESTERLY RIGHT OF WAY LINE, PARALLEL WITH AND 15.00 FEET WESTERLY OF SAID CENTER LINE, AS MEASURED AT RIGHT ANGLES THERETO, A DISTANCE OF 540.00 FEET TO A POINT OF SPIRAL; THENCE IN A NORTHERLY DIRECTION ALONG THE TRANSITION SPIRAL OF SAID BNSFR WESTERLY RIGHT OF WAY LINE, CONCENTRIC WITH SAID CENTER LINE AND 15.00 FEET WESTERLY OF SAID CENTER LINE, AS MEASURED RADially FROM SAID CENTER LINE, WHICH CENTER LINE IS ON A TRANSITION SPIRAL 240.00 FEET IN LENGTH, HAVING EIGHT CHORDS, AND A CENTRAL ANGLE OF 1° 48' 00", AND THE SPIRAL CHORD OF SAID WESTERLY RIGHT OF WAY LINE BEARS NORTH 36° 30' 19" EAST A DISTANCE OF 240.36 FEET, TO THE NORTHERLY END POINT OF SAID WESTERLY RIGHT OF WAY LINE SPIRAL; THENCE ALONG A CURVE OF SAID BNSFR WESTERLY RIGHT OF WAY LINE, TO THE RIGHT, CONCENTRIC WITH SAID CENTER LINE, HAVING A RADIUS OF 3834.83 FEET, THROUGH A CENTRAL ANGLE OF 1° 53' 08", AN ARC DISTANCE OF 126.20 FEET TO A POINT OF INTERSECTION OF TWO NON-TANGENT CURVES AND WHICH POINT IS 15.00 FEET WESTERLY OF BOTH THE CURVE OF THE CENTER LINE OF SAID GREAT NORTHERN RAILWAY COMPANY'S BAY FRONT LINE, AND THE CURVE OF THE CENTER LINE OF SAID SEATTLE AND MONTANA RAILWAY, AS MEASURED RADially FROM SAID CENTER LINES, AND AT WHICH POINT THE TANGENT OF THE CURVE BACK BEARS NORTH 39° 33' 09" EAST AND AT WHICH POINT THE TANGENT OF THE CURVE AHEAD BEARS NORTH 36° 45' 20" EAST; THENCE, IN A NORTHEASTERLY DIRECTION, ALONG SAID CURVE AHEAD OF SAID BNSFR WESTERLY RIGHT OF WAY LINE, TO THE RIGHT, CONCENTRIC WITH AND 15.00 FEET WESTERLY OF SAID CENTER LINE OF THE SEATTLE AND MONTANA RAILWAY. AS MEASURED RADially FROM SAID CENTER LINE, HAVING A RADIUS OF 2879.93 FEET, THROUGH A CENTRAL ANGLE OF 4° 33' 05", AN ARC DISTANCE OF 228.77 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE 50.00 FOOT WIDE FORMER NORTHERN PACIFIC RAILWAY COMPANY RIGHT OF WAY, AT WHICH POINT THE TANGENT TO SAID CURVE BEARS NORTH 41° 18' 25" EAST: THENCE NORTH 37° 33' 50" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 418.12 FEET TO THE TRUE POINT OF BEGINNING.

**EXHIBIT B-1**  
PERMANENT EASEMENT AREA

A 15-FOOT WIDE STRIP OF LAND IN, AND FRONTING, GOVERNMENT LOT 2 OF SECTION 25, TOWNSHIP 29 NORTH, RANGE 4 EAST, W.M., BEING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

**COMMENCING** AT THAT STANDARD CITY MONUMENT AT THE INTERSECTION OF HEWITT AVENUE AND FEDERAL STREET, AS SHOWN AND DESIGNATED AS POINT NUMBER 30 ON THAT SURVEY FOR THE PORT OF EVERETT, RECORDED SEPTEMBER 19, 2002, UNDER AUDITOR'S FILE NUMBER 200209195004, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

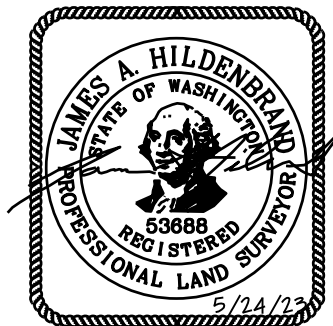
THENCE SOUTH 41°50'02" WEST 4054.73 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 25, AS SHOWN AND DESIGNATED AS POINT NUMBER 1636 ON SAID SURVEY;

THENCE NORTH 37°47'50" WEST 1133.40 FEET TO AN ANGLE POINT ON THE INNER HARBOR LINE, AS SHOWN AND DESIGNATED AS POINT NUMBER 1037 ON SAID SURVEY; THENCE SOUTH 31°19'01" WEST ALONG SAID INNER HARBOR LINE AS SHOWN ON SAID SURVEY FOR A DISTANCE OF 822.11 FEET TO THE **TRUE POINT OF BEGINNING** OF THIS CENTERLINE DESCRIPTION;

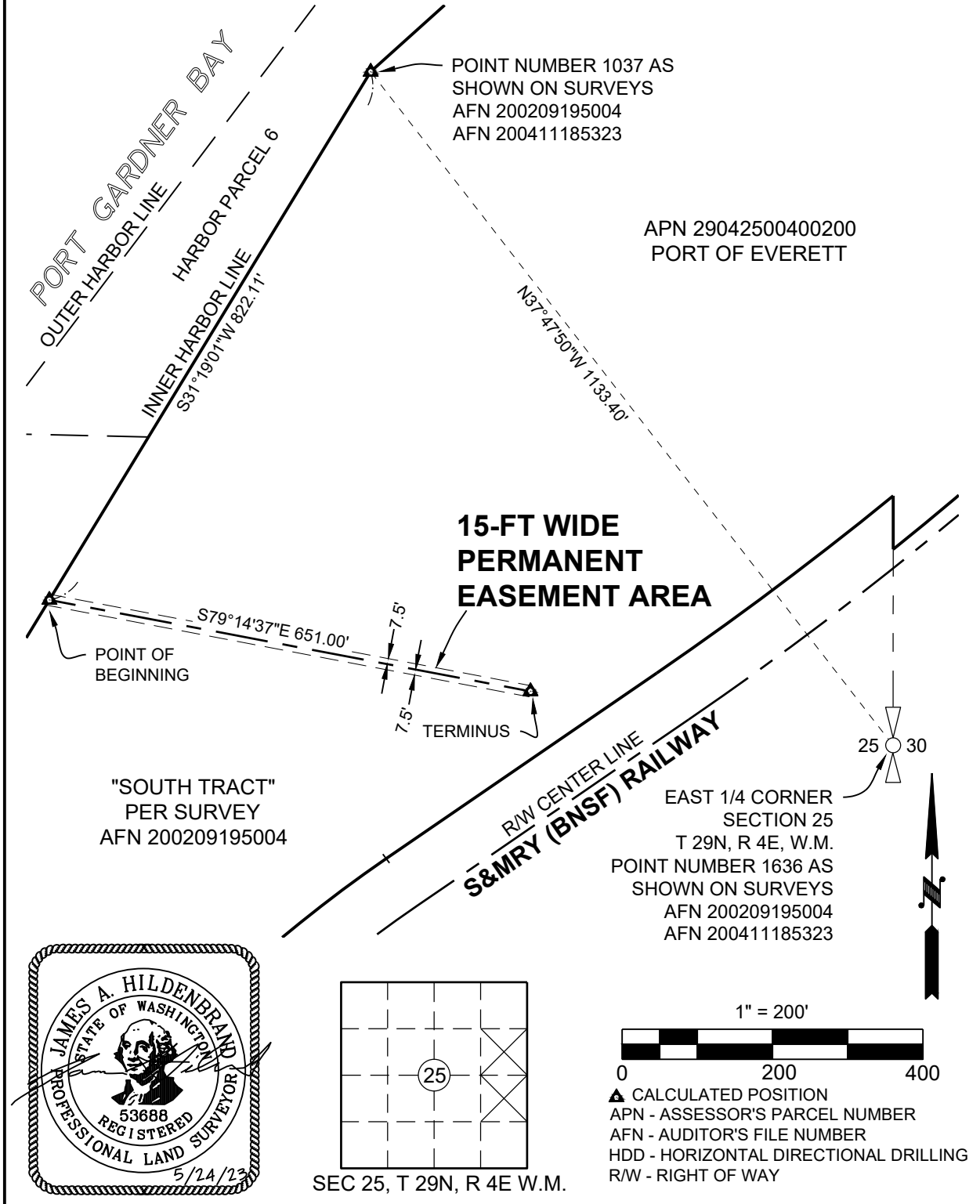
THENCE SOUTH 79°14'37" EAST 651.00 FEET TO THE **TERMINUS** OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED TERMINATE AT THE INNER HARBOR LINE AND AT A PERPENDICULAR OF SAID TO SAID POINT OF TERMINUS.

SITUATE IN THE CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON.



**EXHIBIT B-1 EASEMENT SKETCH**  
 PERMANENT EASEMENT AREA



PORT GARDNER BAY  
 OUTER HARBOR LINE  
 HARBOR PARCEL 6  
 INNER HARBOR LINE  
 S37°19'01"W 822.11'

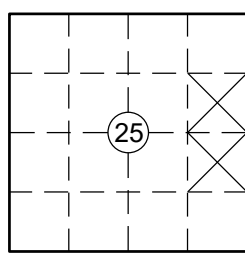
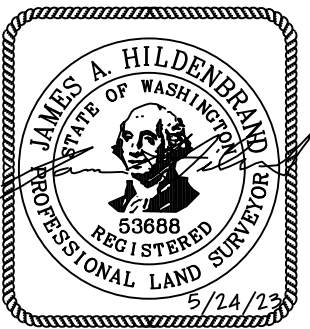
POINT NUMBER 1037 AS  
 SHOWN ON SURVEYS  
 AFN 200209195004  
 AFN 200411185323

APN 29042500400200  
 PORT OF EVERETT

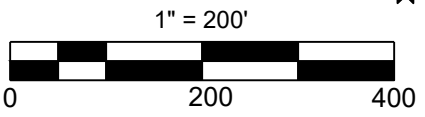
**15-FT WIDE  
 PERMANENT  
 EASEMENT  
 AREA**

"SOUTH TRACT"  
 PER SURVEY  
 AFN 200209195004

EAST 1/4 CORNER  
 SECTION 25  
 T 29N, R 4E, W.M.  
 POINT NUMBER 1636 AS  
 SHOWN ON SURVEYS  
 AFN 200209195004  
 AFN 200411185323



SEC 25, T 29N, R 4E W.M.



▲ CALCULATED POSITION  
 APN - ASSESSOR'S PARCEL NUMBER  
 AFN - AUDITOR'S FILE NUMBER  
 HDD - HORIZONTAL DIRECTIONAL DRILLING  
 R/W - RIGHT OF WAY

	<b>HARMSEN</b> 603 SOUTH FIRST STREET, MOUNT VERNON, WA 360-336-9199 WWW.HARMSENLLC.COM	PREPARED FOR: SNOHOMISH COUNTY PUD	
		JOB NO. 19-486	DATE: 5-24-23

**EXHIBIT B-2**  
PERMANENT EASEMENT AREA

A 15-FOOT WIDE STRIP OF LAND IN, AND FRONTING, GOVERNMENT LOT 2 OF SECTION 25, TOWNSHIP 29 NORTH, RANGE 4 EAST, W.M., BEING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

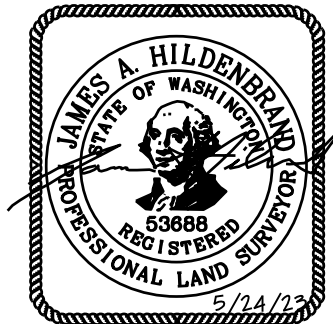
**COMMENCING** AT THAT STANDARD CITY MONUMENT AT THE INTERSECTION OF HEWITT AVENUE AND FEDERAL STREET, AS SHOWN AND DESIGNATED AS POINT NUMBER 30 ON THAT SURVEY FOR THE PORT OF EVERETT, RECORDED SEPTEMBER 19, 2002, UNDER AUDITOR'S FILE NUMBER 200209195004, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

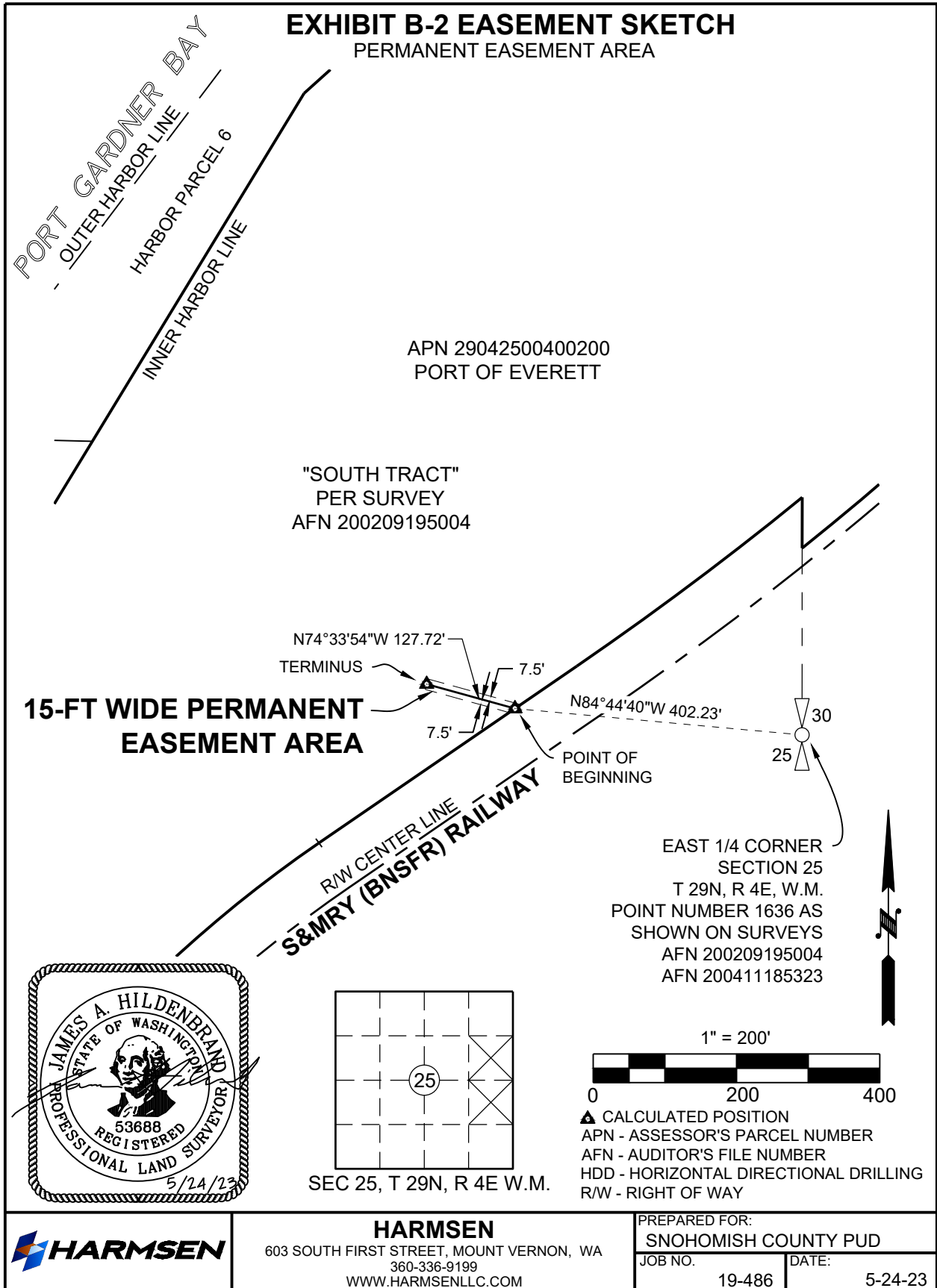
THENCE SOUTH 41°50'02" WEST 4054.73 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 25, AS SHOWN AND DESIGNATED AS POINT NUMBER 1636 ON SAID SURVEY; THENCE NORTH 84°44' 40" WEST 402.23 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY (BNSFR) AS SHOWN ON SAID SURVEY, AND THE **TRUE POINT OF BEGINNING** OF THIS CENTERLINE DESCRIPTION;

THENCE NORTH 74°33'54" WEST 127.72 FEET TO THE **TERMINUS** OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED TERMINATE AT THE RAILROAD RIGHT-OF-WAY LINE AND AT A POINT PERPENDICULAR OF SAID TO SAID POINT OF TERMINUS.

SITUATE IN THE CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON.





**EXHIBIT C****DEFINED TERMS**

***“Claims”*** means collectively: claims (including without limitation third-party claims for personal injury, real or personal property damage or business interruption); actions; administrative proceedings (including both formal and informal proceedings); judgments; damages; penalties; fines; costs; expenses; liabilities (including sums paid in settlements of claims); interest; losses; reasonable attorneys’ and paralegals’ fees and expenses (including any such fees and expenses incurred in enforcing this Agreement or collecting any sums due hereunder) capital, operating and maintenance costs and expenses; consultant fees; and expert fees; together with all other costs and expenses of any kind or nature. For purposes of the Port’s indemnification in Section 10(a) of the Agreement, the term “Claims” includes the meaning ascribed in the previous sentence as the same may be incurred in connection with any investigation or monitoring of site conditions; clean-up (including the Site Cleanup); containment; remedial, removal or restoration work required or performed by any federal, state or local governmental agency or political subdivision or performed by any nongovernmental entity or Person because of the Adverse Environmental Conditions; and any claims of third parties for loss or damage due to the Adverse Environmental Conditions.

***“Day” or “Days”*** means calendar days unless otherwise stated in the Agreement.

***“Environmental Laws”*** means any Law or Order in effect as of the date of this Agreement or adopted in the future in effect relating to the regulation or protection of human health and safety or to the regulation, protection and preservation of the environment or to Releases or threatened Releases of Hazardous Substances into the environment (including ambient air, soil, surface water, ground water, wetlands, land or subsurface strata), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, including, but not limited to: the Federal Endangered Species Act; the Federal Clean Air Act; the Federal Water Pollution Control Act; the Federal Safe Drinking Water Act; the Federal Clean Water Act; the Federal Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Federal Occupational Safety and Health Act; the Federal Emergency Planning and Right-to-Know Act of 1986; the Federal Hazardous Materials Transportation Control Act of 1980; the Federal Water Act of 1977; the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Waste Management Recovery and Recycling Act; the Washington Hazardous Waste Management Act; the Washington Hazardous Waste Fees Act; Washington Model Toxics Control Act (“MTCA”); the Washington Nuclear Energy and Radiation Act; the Washington Radioactive Waste Storage and

Transportation Act; the Washington Underground Petroleum Storage Tanks Act; and any regulations promulgated thereunder from time to time.

**“Governmental or Regulatory Authority”** means any federal, state or local government, any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States or any domestic or foreign state, county, city or other political subdivision or any Native American tribal council or similar governing entity.

**“Hazardous Substance”** means (i) any petroleum or petroleum products, flammable explosives, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation and transformers or other equipment that contains dielectric fluid containing levels of polychlorinated biphenyls (PCBs); (ii) any chemicals or other materials or substances that are as of the date of this Agreement or in the future defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants” or words of similar import under any Environmental Laws; and (iii) any other chemical or other material or substance, exposure to which is prohibited, limited or regulated by any applicable Governmental or Regulatory Authority under any Environmental Laws.

**“Law”** means all constitutions, treaties, laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law of the United States or any state, county, city or other political subdivision or of any applicable Governmental or Regulatory Authority.

**“Maintenance” or “Maintain”** means the rebuilding, reinstallation, reconstruction, maintenance, repair, cleaning, alteration, improvement, upgrading or replacement of the Electrical Facilities occurring within the Easement Area.

**“Order”** means any award, writ, judgment, decision, decree, stipulation, injunction, ruling or similar order of any Governmental or Regulatory Authority (in each such case whether preliminary or final).

**“Person”** means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association or Governmental or Regulatory Authority.

**“Release”** shall have the same meaning as in RCW 70A.305.020(32).

AFTER RECORDING RETURN TO:

Attn: Maureen Barnes  
Manager, Real Estate Services  
Public Utility District No. 1  
of Snohomish County  
P.O. Box 1107  
Everett, WA 98026-1107

Grantor/ Grantee:	PORT OF EVERETT, a Washington port district
Grantee/Grantor:	PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, a Washington municipal corporation
Legal Description:	PARCEL IN PTN. OF GOVT. LOT 2 , SEC. 25, T. 29N, R. 4E, W.M.
Assessors' Tax Parcel No.	29042500400200

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**  
**(INITIAL FACILITIES)**

This **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (INITIAL FACILITIES)** (“**Agreement**”), effectively dated \_\_\_\_\_, 2024, (“**Effective Date**”) is entered into by and between PORT OF EVERETT, a Washington port district (the “**Port**”), and PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, a Washington municipal corporation (the “**District**”). The Port and District are also referred to herein individually as “**Party**” and collectively as “**Parties**”.

WHEREAS, the Port is the owner of certain real property located in the City of Everett commonly known as 3500 Terminal Avenue, Everett, Washington (Snohomish County Tax Parcel No. 29042500400200), as more particularly described in the legal description attached as **Exhibit A** (the “**Property**”).

WHEREAS, the District desires to construct electric utility infrastructure on a portion of the Property, pursuant to rights granted to it under a separate permanent easement agreement between the Parties, in connection with transmitting electricity via underwater cable to Hat Island, Washington.



WHEREAS, the Port desires to grant a temporary construction easement to the District on the portion of the Property described and depicted on **Exhibit B** attached hereto (the “**TCE Area**”), so that the District may construct the Initial Facilities components of the Electric Facilities, as such terms are defined herein below.

WHEREAS, the Port acknowledges that adverse environmental conditions (including without limitation, contaminated soil, water, material, or Hazardous Substances), either latent or patent, exist in, on, over, around, or under the Property (“**Adverse Environmental Conditions**”) and the Property is part of the “Weyerhaeuser Mill A” Site (“**Site**”) —an area of real property which is listed on the Washington State Department of Ecology’s (“**Ecology**”) Confirmed and Suspected Contaminated Sites with Facility Site ID No. 1884322 and Cleanup Site ID No. 2146. The Property is subject to and described in: (i) that certain “Agreed Order for Remedial Investigation/Feasibility Study and Draft Cleanup Action Plan – Weyerhaeuser Mill A Former Site,” No. DE 8979, entered into by Ecology, the Port, Weyerhaeuser Company, and Washington Department of Natural Resources dated effective August 9, 2012; and (ii) that certain “Agreed Order for Interim Action – Weyerhaeuser Mill A Former Site,” No. DE 13119, entered into by Ecology, the Port, Weyerhaeuser Company dated effective April 14, 2016 (together, the “**Agreed Order**”).

WHEREAS, Remedial Investigation activities performed to-date pursuant to the Agreed Order have identified Hazardous Substances at the Property including, but not limited to, Metals, Petroleum hydrocarbons, Volatile Organic Compounds, Semi-Volatile Organic Compounds, PCB Aroclors, Dioxins and Furans.

WHEREAS, the Port will conduct an environmental cleanup of the Property under one or more future agreed orders or consent decrees with Ecology to address the Adverse Environmental Conditions (“**Site Cleanup**”).

NOW, THEREFORE, in consideration of the terms, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Port and the District agree as follows:

**1. Grant of Temporary Construction Easement.** Subject to the terms and conditions of this Agreement, the Port hereby grants to the District, its successors, and assigns, a temporary non-exclusive construction easement (the “**Easement**”) on, in, along, over, under, through, and across the TCE Area, for the right, privilege, and authority for the District, and the District’s employees, agents, and contractors, to: (i) access the Property by vehicular or pedestrian ingress and egress along, over, and across the TCE Area and the property owned by the Port located adjacent to the TCE Area; (ii) stage, construct, and install the Initial Facilities (defined below); (iii) use, stage, and store vehicles, equipment, and materials; (iv) repair and restore the TCE Area as may be required under this Agreement; and (v) satisfy any obligations of the District arising under Section 7(a) of this Agreement (collectively, the “**Construction Activities**”). As used in this Agreement, “**Electric Facilities**” shall mean temporary and permanent facilities which may include, but are not limited to: vaults, cables, associated underground and

submerged conduits and casings, lines, poles, connections, switches, transformers, fiber optic cable and other lines, cables and facilities for communications, semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing. The “**Initial Facilities**” are comprised of, but not limited to, the following: (i) partially or fully underground vaults, including a partially buried splice vault; (ii) a fourteen (14)-inch diameter polyethylene conduit; (iii) an underground and underwater conduit to permanently house an underground and underwater submarine cable; (iv) a power pole; and (v) aerial and buried distribution lines.

**2. Term of Easement.** The term of this Easement (“**Term**”) shall commence upon the date identified by the District in a written notice delivered to the Port (“**Commencement Date**”), which Commencement Date shall be at least sixty (60) days after the delivery of such notice. The Term shall terminate upon the earlier of the District’s delivery of written notice to the Port that the performance of the Construction Activities is complete or eighteen (18) months from the Commencement Date. The District shall notify the Port immediately of any developments that may prevent the District from completing the Construction Activities within eighteen (18) months from the Commencement Date.

**3. Notice of Construction & Restoration of the TCE Area.** The Parties anticipate that the Construction Activities shall occur in two (2) phases. The District shall provide written notice to the Port at least sixty (60) days prior to commencement of the first phase of Construction Activities. Such notice shall include the District’s project schedule and projected dates of mobilization and demobilization for each phase. Within fourteen (14) days of the District’s delivery of said notice, the District and the Port shall meet and confer regarding the portion of the Easement Area to be cleared by the Port for the initial phase of Construction Activities. Following the Parties’ initial meeting, the District shall provide the Port with monthly project schedule updates until mobilization occurs for the first phase of Construction Activities. Following mobilization for the first phase, the District shall provide the Port with weekly email summaries of work progress and project schedule updates until the conclusion of the second phase. The District’s project and schedule reports shall provide notice to the Port at least thirty (30) days prior to mobilization for the second phase of Construction Activities. The Port shall be invited to all construction meetings, including the pre-construction meeting and weekly construction meetings. The District shall at all times maintain a clean appearance in its work area (stock piles covered/lined, equipment organized and clean, and materials stored in an orderly manner). The District shall demobilize and clear the Easement Area to the Port’s satisfaction within fourteen (14) days of the conclusion of each phase of Construction Activities, provided that, the District shall not be obligated to clear the Easement Area of any equipment, materials or objects owned by the Port. Under either phase, if active work within the Easement Area does not occur for thirty (30) contiguous calendar days, the District shall clear the Easement Area to the Port’s satisfaction. To the extent that the TCE Area is disturbed or damaged by the District’s exercise of its rights hereunder, and except for disturbance or damage caused by the removal of contaminated soil, water, or media pursuant to Section 7(a) of this Agreement, the District shall restore the TCE Area to a substantially similar condition

as the TCE Area was in immediately before the commencement of the District's performance of the Construction Activities.

**4. Access & Security.** The TCE Area is in a restricted area of the Port and is part of a secure federal facility. Under no circumstances shall any District employees, agents, or contractors ("**District Personnel**") alter or damage any security features. In accordance with Department of Homeland Security federal requirements, Transportation Workers Identification Credentials ("**TWIC**") will be required for all District Personnel that need to access the TCE Area. The ability of the District Personnel to meet and maintain TWIC compliance will be a condition of the TCE. TWIC cardholders will be required to have their TWIC cards with them and available at all times. Federal regulations allow persons without a TWIC card to enter the restricted area only with an approved TWIC-cardholding escort. TWIC escorts must be approved by the Facility Security Officer, must hold a valid TWIC card, must be trained for this facility, and may only escort up to five (5) individuals at a time. The District shall be responsible for ensuring TWIC compliance by District Personnel. The Port will not provide escort for non-TWIC cardholders.

**5. Port Objects.** The Parties acknowledge and agree that the surface of the land comprising the TCE Area is occupied by various heavy materials and objects owned by the Port ("**Port Objects**"). The Port shall promptly relocate any Port Objects as requested by the District, which request the District shall provide to the Port at least forty-eight (48) hours in advance of the time such Port Objects shall be relocated by the Port.

**6. The Port's Use of the TCE Area.** The Parties recognize that the Property is within an active marine terminal where cargo is stored and handled. The Parties shall cooperate to develop a plan for non-interference with active marine terminal activities, including a traffic plan. Notwithstanding the foregoing, during the Term, the Port: (i) shall not undertake any activity in the TCE Area that impedes the District's performance of the Construction Activities or otherwise interferes in any way with the District's exercise of any rights granted to the District hereunder, and (ii) shall not place any new objects, including but not limited to additional Port Objects, in the TCE Area.

**7. Environmental Matters.**

- a. Contaminated Soils and Groundwater Handling; Responsibility; and Custody.** During the District's performance of the Construction Activities, the District shall be responsible for characterizing, managing, transporting, and disposing of contaminated soil and groundwater to the degree necessary for the District to construct and install the Initial Facilities.
- b. Department of Ecology.** The Parties recognize that, upon the recording of this Agreement, the District will be subject to the requirements and obligations of the Agreed Order and any subsequent MTCA orders or decrees to the extent that they apply to the District's activities in the Easement Area. The District shall comply

with any requirements and obligations of the Agreed Order and future MTCA orders which are applicable to the removal of contaminated soil and groundwater pursuant to Subsection 7(a). The District shall be responsible for preparing a Materials Management Plan (“MMP”) applicable to the Construction Activities. The Parties shall meet jointly with Ecology to review the MMP and the Construction Activities. The District shall not commence the Construction Activities before Ecology issues required approvals, including approval of the MMP. The Port shall be solely responsible for all other costs and expenses associated with complying with the requirements and obligations of the Agreed Order and future MTCA orders as applicable to the Property, including the TCE Area, to the maximum extent permitted by law. The Port shall comply with all Environmental Laws, including but not limited to requirements imposed by the Agreed Order and future MTCA orders, or otherwise due to the Adverse Environmental Conditions, including without limitation procedural requirements such as any obligation to provide notice to, or obtain consent from, Ecology regarding activities conducted in, on, under or around the TCE Area (including development, construction, and operations), and substantive requirements, such as any obligations regarding the proper handling of contaminated media. The District shall reasonably cooperate with the Port to accomplish said compliance, but in no event shall the District be required to incur any out-of-pocket costs or expenses, except as otherwise set forth in this Agreement. To the extent not otherwise required by applicable Laws, the Port shall be solely responsible for procedural requirements related to notices to and communications with Ecology. The Port shall be the primary point of contact with Ecology for all matters and shall forward any response or other communication regarding the Property from Ecology to the District within fourteen (14) calendar days of the Port’s receipt of the same or sooner as necessary to ensure compliance with any obligations of the Agreed Order and future MTCA orders or otherwise imposed by Ecology.

## 8. Indemnification.

- a. **The Port’s Indemnification.** The Port shall release, indemnify, protect, defend (with counsel reasonably satisfactory to the District) and hold harmless the District, and the District’s successors and assigns, and consultants, employees, agents, officers, directors, contractors, subcontractors, permittees, and invitees of the District, and of the District’s successors and assigns, from any Claims that: (i) arise directly or indirectly from or relate to known or unknown Adverse Environmental Conditions including without limitation those that arise out of or result from the Port and its agents, employees, contractors, invitees, or permittees accessing the TCE Area, except for Claims associated with the District’s removal of contaminated soil and groundwater pursuant to Subsection 7(a), for which the District will be solely responsible; or (ii) arise out of or result from the Port’s negligent performance or failure to perform fully any term or condition of this Agreement. In addition, the indemnification provided by this Subsection shall include, without limitation, all

loss or damage sustained by the District or any third party due to any Hazardous Substance, except for Claims associated with the District's removal of contaminated soil and groundwater pursuant to Subsection 7(a), for which the District will be solely responsible: (y) that is present or suspected to be present in the TCE Area or neighboring properties owned by the Port or in the air, soil, groundwater or surface water at, on, about, above, under or within the TCE Area or neighboring properties owned by the Port (or any portion thereof) prior to the date of this Agreement; or (z) that migrates, flows, percolates, diffuses or in any way moves onto, into or under the air, soil, groundwater or surface water at, on, about, above, under or within the TCE Area (or any portion thereof) as a result of any Release, discharge, disposal, dumping, spilling or leaking (accidental or otherwise) onto the TCE Area or neighboring properties owned by the Port (or any portion thereof) occurring prior to the date of this Agreement. The foregoing indemnity in this Subsection 8(a): (a) is specifically and expressly intended to constitute a waiver of the Port's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the extent necessary to provide the District with a full and complete indemnity from Claims made by employees, agents or contractors of the Port; and (b) to the extent invoked due to Claims caused by or resulting from the concurrent negligence of the District, or its agents, employees, contractors, invitees, or permittees, and the Port, or its agents, employees, contractors, invitees, or permittees, shall apply only to the extent such Claims are caused by or result from the negligence of the Port, or its agents, employees, contractors, invitees, or permittees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. The Port's indemnification set forth in this Subsection 8(a) shall survive the termination of this Agreement.

- b. The District's Indemnification.** During the Term, the District shall release, indemnify, defend and hold harmless the Port from and against any and all Claims arising out of or resulting from: (i) the District's negligent performance or failure to perform fully any term or condition of this Agreement; (ii) any new Release by the District, or its agents, employees, contractors, invitees, or permittees, of any Hazardous Substance at or otherwise impacting the TCE Area; (iii) use of the TCE Area by the District, including the District's performance of the Construction Activities, to the extent such Claims are caused by an act or omission of the District; and (iv) such Claims that arise from or relate to Hazardous Substances displaced, disturbed, disrupted, relocated, or re-Released in the course of the District or its agents, employees, contractors, invitees, or permittees performing the Construction Activities in the TCE Area. The foregoing indemnity in this Subsection 8(b) is specifically and expressly intended to constitute a waiver of the District's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the extent necessary to provide the Port with a full and complete indemnity from Claims made by employees, agents or contractors of the District. The foregoing indemnity in this Subsection 8(b): (x) shall not apply to Claims arising from or relating to the acts and/or omissions of third parties not affiliated with the District; (y) shall not apply

to Claims arising from or relating to negligence of the Port, its agents, employees, contractors, invitees, or permittees; and (z) to the extent invoked due to Claims caused by or result from the concurrent negligence of the Port, or its agents, employees, contractors, invitees, or permittees, and the District, or its agents, employees, contractors, invitees, or permittees, shall apply only to the extent such Claims are caused by or result from the negligence of the District, or its agents, employees, contractors, invitees, or permittees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

**9. No Liens.** The District shall not permit any lien or claim of preconstruction, construction, mechanics, laborers, or materialmen to be filed against the Property, or any part thereof, for any work, labor, or materials furnished, alleged to have been furnished, or to be furnished pursuant to any agreement by the District. Notwithstanding the foregoing, if any lien is so filed against the Property, within thirty (30) days after the date of the filing or recording of any such lien, the District shall cause the same to be paid and discharged of record, or, if the District contests the amount allegedly due or the right of the lienor to make its lien claim, the District shall cause a bond for at least one hundred twenty-five percent (125%) of the amount of the disputed lien claim to be issued in favor of the Port to protect the Port from any damage resulting from the lien during the entire time of any proceeding in which the District contests the lien. If the District shall fail to discharge such lien, or secure a bond as provided herein, within such thirty (30)-day period, then the Port may, after five (5) days' written notice to the District, do so and shall be entitled to collect from the Port all costs, including attorneys' fees reasonably incurred by the Port to discharge such lien.

**10. Remedies.** In the event of any breach or threatened breach of this Agreement by either Party, the other Party shall have all rights at law or in equity. In no event shall a waiver by either Party of the right to seek relief under this Section constitute a waiver of any other or further violation. The substantially prevailing Party in any action brought to enforce or interpret the terms of this Agreement pursuant to this Section shall be entitled to recover its costs and reasonable attorneys' fees incurred in said action, including on appeal, whether or not suit is commenced. It is expressly agreed that no breach of this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement.

**11. Covenants Running With the Land.** This Easement and the rights and obligations under this Agreement are intended to and shall run with the Property and shall benefit and bind the Parties and their respective heirs, successors, and assigns.

**12. Notices.** Any notice, consent, or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon: (a) hand delivery, (b) electronic transmission where a receipt of such transmission has been confirmed, or (c) two (2) business days after being deposited in the United States Mail postage prepaid, return receipt requested, and addressed as follows:



**19. Definitions.** The terms defined in **Exhibit C** shall have the meaning given to them therein when used in this Agreement.

*[Signatures and Acknowledgments on the Following Pages]*





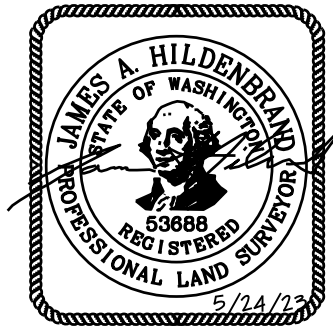


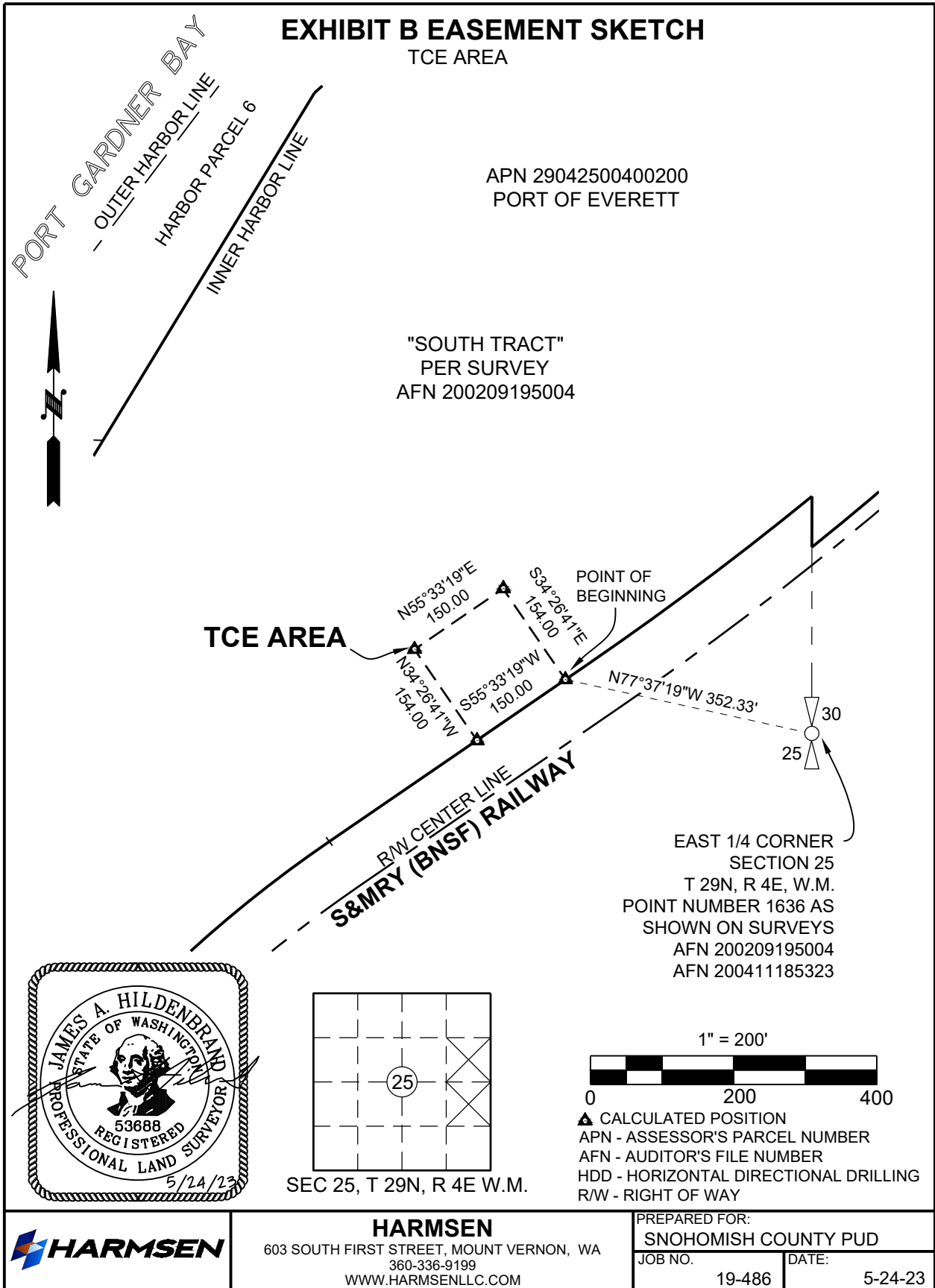
**EXHIBIT B**  
TCE AREA

A PARCEL OF LAND IN, AND FRONTING GOVERNMENT LOT 2 OF SECTION 25, TOWNSHIP 29 NORTH, RANGE 4 EAST, W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THAT STANDARD CITY MONUMENT AT THE INTERSECTION OF HEWITT AVENUE AND FEDERAL STREET, AS SHOWN AND DESIGNATED AS POINT NUMBER 30 ON THAT SURVEY FOR THE PORT OF EVERETT, RECORDED SEPTEMBER 19, 2002, UNDER AUDITOR'S FILE NUMBER 200209195004, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;  
THENCE SOUTH 41°50'02" WEST 4054.73 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 25, AS SHOWN AND DESIGNATED AS POINT NUMBER 1636 ON SAID SURVEY;  
THENCE NORTH 77° 37' 19" WEST 352.33 FEET TO THE NORTHWESTERLY RAILWAY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY (BNSFR) AS SHOWN ON SAID SURVEY, AND THE **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION;  
THENCE SOUTH 55°33'19" WEST ALONG SAID BNSFR RIGHT-OF-WAY LINE FOR A DISTANCE OF 150.00 FEET;  
THENCE NORTH 34°26'41" WEST 154.00 FEET;  
THENCE NORTH 55° 33'19" EAST 150.00 FEET;  
THENCE SOUTH 34°26' 41" EAST 154.00 FEET TO **THE TRUE POINT OF BEGINNING**.

SITUATE IN THE CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON.





**HARMSSEN**  
 603 SOUTH FIRST STREET, MOUNT VERNON, WA  
 360-336-9199  
 WWW.HARMSSENLLC.COM

PREPARED FOR:  
**SNOHOMISH COUNTY PUD**

JOB NO.	DATE:
19-486	5-24-23

**EXHIBIT C****DEFINED TERMS**

***“Claims”*** means collectively: claims (including without limitation third-party claims for personal injury, real or personal property damage or business interruption); actions; administrative proceedings (including both formal and informal proceedings); judgments; damages; penalties; fines; costs; expenses; liabilities (including sums paid in settlements of claims); interest; losses; reasonable attorneys’ and paralegals’ fees and expenses (including any such fees and expenses incurred in enforcing this Agreement or collecting any sums due hereunder) capital, operating and maintenance costs and expenses; consultant fees; and expert fees; together with all other costs and expenses of any kind or nature. For purposes of the Port’s indemnification in Section 8(a) of the Agreement, the term “Claims” includes the meaning ascribed in the previous sentence as the same may be incurred in connection with any investigation or monitoring of site conditions; clean-up (including the Site Cleanup); containment; remedial, removal or restoration work required or performed by any federal, state or local governmental agency or political subdivision or performed by any nongovernmental entity or Person because of the Adverse Environmental Conditions; and any claims of third parties for loss or damage due to the Adverse Environmental Conditions.

***“Day” or “Days”*** means calendar days unless otherwise stated in the Agreement.

***“Environmental Laws”*** means any Law or Order in effect as of the date of this Agreement or adopted in the future in effect relating to the regulation or protection of human health and safety or to the regulation, protection and preservation of the environment or to Releases or threatened Releases of Hazardous Substances into the environment (including ambient air, soil, surface water, ground water, wetlands, land or subsurface strata), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, including, but not limited to: the Federal Endangered Species Act; the Federal Clean Air Act; the Federal Water Pollution Control Act; the Federal Safe Drinking Water Act; the Federal Clean Water Act; the Federal Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Federal Occupational Safety and Health Act; the Federal Emergency Planning and Right-to-Know Act of 1986; the Federal Hazardous Materials Transportation Control Act of 1980; the Federal Water Act of 1977; the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Waste Management Recovery and Recycling Act; the Washington Hazardous Waste Management Act; the Washington Hazardous Waste Fees Act; Washington Model Toxics Control Act (“MTCA”); the Washington Nuclear Energy and Radiation Act; the Washington Radioactive Waste Storage and

Transportation Act; the Washington Underground Petroleum Storage Tanks Act; and any regulations promulgated thereunder from time to time.

**“Governmental or Regulatory Authority”** means any federal, state or local government, any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States or any domestic or foreign state, county, city or other political subdivision or any Native American tribal council or similar governing entity.

**“Hazardous Substance”** means (i) any petroleum or petroleum products, flammable explosives, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation and transformers or other equipment that contains dielectric fluid containing levels of polychlorinated biphenyls (PCBs); (ii) any chemicals or other materials or substances that are as of the date of this Agreement or in the future defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants” or words of similar import under any Environmental Laws; and (iii) any other chemical or other material or substance, exposure to which is prohibited, limited or regulated by any applicable Governmental or Regulatory Authority under any Environmental Laws.

**“Law”** means all constitutions, treaties, laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law of the United States or any state, county, city or other political subdivision or of any applicable Governmental or Regulatory Authority.

**“Order”** means any award, writ, judgment, decision, decree, stipulation, injunction, ruling or similar order of any Governmental or Regulatory Authority (in each such case whether preliminary or final).

**“Person”** means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association or Governmental or Regulatory Authority.

**“Release”** shall have the same meaning as in RCW 70A.305.020(32).



# Easement From the Port of Everett for the Hat Island Submarine Cable

Mark Flury, Senior Manager, Transmission & Distribution, System Operations & Engineering

Maureen Barnes, Manager Real Estate Services

September 17, 2024

- The purpose of this presentation is to:
  - Inform the Board of the proposed purchase of both a permanent easement and a temporary construction easement from the Port of Everett for placement of a submarine distribution cable to provide power to Hat Island.
  - Outline the primary terms of the transaction.
- This transaction will be before the Commission for approval by resolution at the October 7, 2024, Commission meeting.

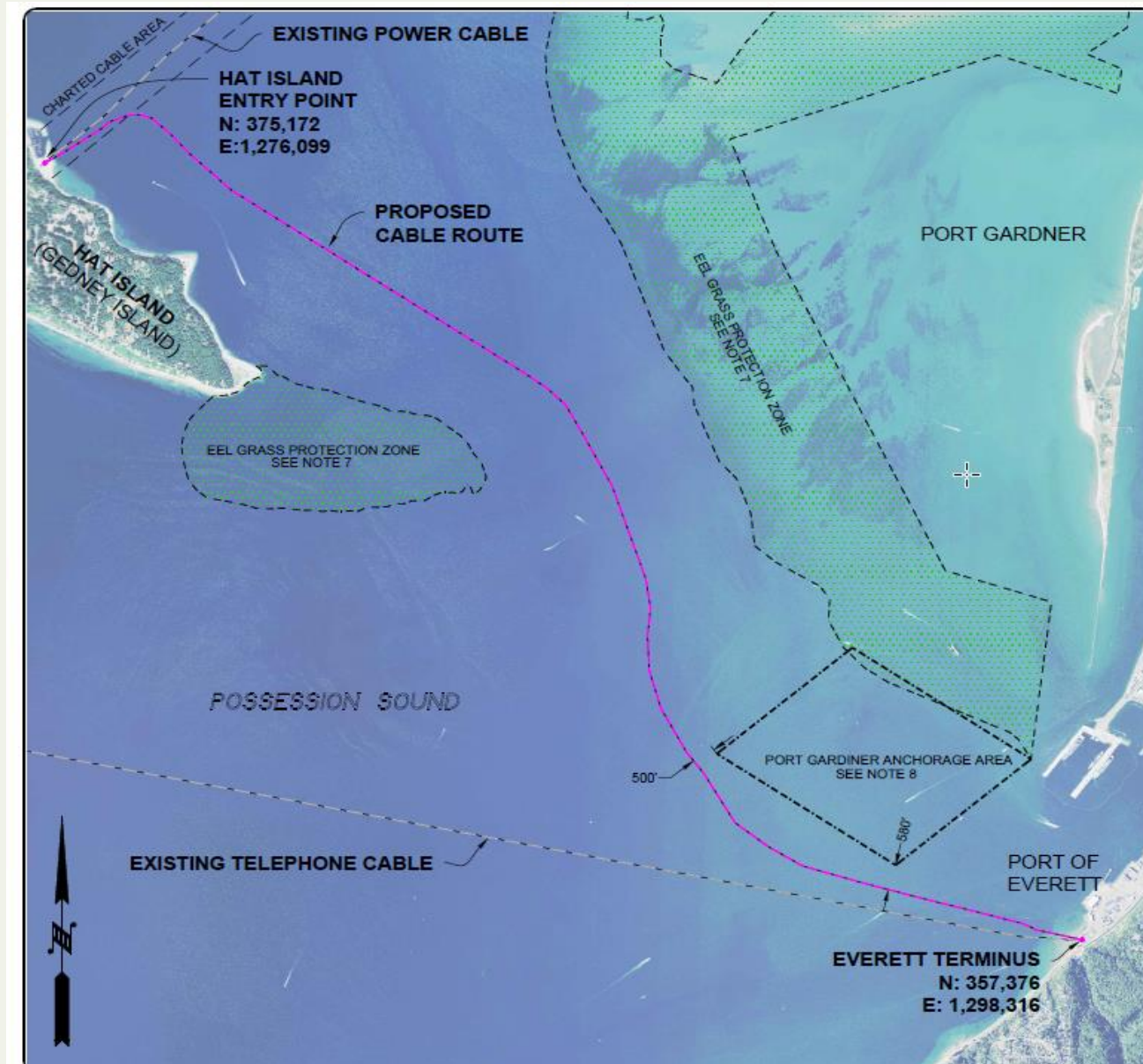


# Power Supply to Hat Island Background

- The District has provided electricity to the residents of Hat Island since 1974 via a submarine power distribution cable.
- Historically, service has been provided by an existing submarine cable from the Tulalip Substation across Tribal lands and tidelands with easement rights conveyed by the Tulalip Tribe and the Bureau of Indian Affairs (BIA).
- After 50 years the existing cable is nearing the end of its serviceable life and is at risk of continued failure.
- A new cable installation is proposed to avoid a potential emergency which would isolate the residents of Hat Island from electrical services.
- Several new routes were studied for the new cable, with the decision made to utilize Port of Everett property.

# Project Overview

- This project will launch from the south end of the Port of Everett property and extend 32,200 feet of subsea cable to the Hat Island Marina.
- The route travels through deep water, avoiding eelgrass sanctuaries and anchorage area.
- Each end of the new cable will be installed through a Horizontally Directionally Drilled (HDD) conduit.





# Permanent and Temporary Easements

- Easements will consist of a 15-foot-wide permanent easement which extends approximately 778 feet across Port of Everett property.
- As well as an 18-month temporary construction easement for staging of approximately 23,100 SF in area.
- The fees for the subject easements, as determined by an appraisal, are:
  - \$74,000 for the permanent easement.
  - \$91,300 for the temporary construction easement.

# Due Diligence

- Environmental, cultural and geotechnical studies have been conducted by District consultants, which support the project.
- Appraisals were conducted to determine the value of the permanent easement and temporary construction easement.
- Legal staff has reviewed and approved the documents as well as the Port of Everett legal representatives.
- Staff recommends approval of the permanent easement and temporary construction easement at the October 7, 2024, Commission meeting.

# Questions



**BUSINESS OF THE COMMISSION**

Meeting Date: October 7, 2024

Agenda Item: 7A

**TITLE**

Consideration of A Resolution Authorizing the CEO/General Manager or Designee to Execute a U.S. Department of Energy Assistance Agreement DE-GD0000905 With Public Utility District No. 1 of Snohomish County for Bipartisan Infrastructure Law (BIL) – Snohomish County PUD’s Secure Modern Automated and Reliable Technology Project (SnoSMART)

**SUBMITTED FOR: Items For Individual Consideration**

<u>Distribution and Engineering Services</u>	<u>Kevin Lavering</u>	<u>8343</u>
<i>Department</i>	<i>Contact</i>	<i>Extension</i>
Date of Previous Briefing:	<u>August 20, 2024</u>	
Estimated Expenditure:	<u>\$63,039,833.00</u>	Presentation Planned <input type="checkbox"/>

**ACTION REQUIRED:**

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

**SUMMARY STATEMENT:**

Identify the relevant Board policies and impacts:

*Governance Process: Global Governance Commitment, GP-1 ...govern to ensure the utility achieves desired results ... in accordance with strategic goals and objectives; Ends Policy 2, Utilities are dependable; Ends Policy 3, Utilities are safe; and Ends Policy 4, Utilities are responsible. Board is authorized to enter into agreements with the United States by RCW 54.16.090.*

**BACKGROUND**

The U.S. Department of Energy (DOE) awarded the District a grant through its Grid Resiliency Innovation Program (GRIP), funded by the 2022 Bipartisan Infrastructure Law, for the District’s SnoSMART (Snohomish PUD’s Secure Modern Automated and Reliable Technology Project) Program. DOE and the District negotiated a budget, Statement of Project Objectives (SOPO) and Community Benefits Objectives and Outcomes (CBOO) as part of the grant agreement that addresses District strategic goals and objectives outlined in the 2023-2027 Strategic Plan as referenced above.

SnoSMART will accelerate the PUD's smart grid vision from a 20-year timeline to 5 years. Goals include:

1. Enhance grid resiliency and improve reliability resulting in streamlined outage restoration
2. Mitigate wildfire risks, including smoke exposure to communities throughout the region;  
and
3. Reduce energy burden to all customers through improved grid efficiencies.

The program includes implementation of a Community Benefits Plan centered on leveraging existing partnerships with tribes, regulatory agencies, local governments and labor to maximize the benefits of SnoSMART in our communities, prioritizing federally designated Tribal and Disadvantaged Communities.

**RECOMMENDATION:**

Staff recommends that the District Board of Commissioners pass the attached resolution to expressly authorize the CEO/General Manager or Designee to Execute a U.S. Department of Energy Assistance Agreement DE-GD0000905 With Public Utility District No. 1 of Snohomish County for Bipartisan Infrastructure Law (BIL) – Snohomish County PUD's Secure Modern Automated and Reliable Technology Project (SnoSMART).

*List Attachments:*

- Resolution
- Exhibit A



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION Authorizing the CEO/General Manager or Designee to Execute a U.S. Department of Energy Assistance Agreement DE-GD0000905 With Public Utility District No. 1 of Snohomish County for Bipartisan Infrastructure Law - (BIL) Snohomish County PUD's Secure Modern Automated and Reliable Technology Project (SnoSMART)

WHEREAS, the District applied to the U.S. Department of Energy Grid Deployment Office ("U.S. Department of Energy") and has been awarded project funding in the form of a grant Assistance Agreement DE-GD0000905 ("Agreement") whereby DOE will provide \$30,000,000 in cost reimbursement to Public Utility District No 1 of Snohomish County for Snohomish County PUD's Secure Modern Automated and Reliable Technology Project (SnoSMART) contingent upon the District meeting the specific provisions set forth in the Agreement; and

WHEREAS, such federal funding is being provided through the Bipartisan Infrastructure Law; and

WHEREAS, the District will be responsible for providing \$33,039,833.00 in matching funds; and

WHEREAS, the full grant budget of \$63,039,833.00 is planned for in the Distribution and Engineering budget, with initial costs included in the 2025 Distribution and Engineering budget; and

WHEREAS, the project's goals are to 1) Enhance grid resiliency and improve reliability resulting in streamlined outage restoration; 2) Mitigate wildfire risks, including smoke exposure to communities; and 3) Reduce energy burden to all customers through improved grid efficiencies; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Public Utility District No. 1 of Snohomish County that based on staff's recommendation, the Board hereby approves the U.S. Department of Energy Assistance Agreement DE-GD0000905, in substantially the form attached hereto as Exhibit "A" and incorporated herein by this reference, and authorizes the District's CEO/General Manager or authorized designee to execute such Agreement.

PASSED AND APPROVED this 7<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Secretary

### ASSISTANCE AGREEMENT

1. Award No. DE-GD0000905		2. Modification No.	3. Effective Date 09/01/2024	4. CFDA No. 81.254
5. Awarded To PUBLIC UTILITY DISTRICT NO 1 OF SNOHOMISH CO Attn: Lesley Maas PO Box 1107 EVERETT WA 982061107		6. Sponsoring Office Grid Deployment Office (GD) U.S. Department of Energy 1000 Independence Avenue, SW Forrestal Building , GD-1 Washington DC 20585		7. Period of Performance 09/01/2024 through 08/31/2029
8. Type of Agreement <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority See Page 2		10. Purchase Request or Funding Document No. 24GD000246	
11. Remittance Address PUBLIC UTILITY DISTRICT NO 1 OF SNOHOMISH CO Attn: Lesley Maas 2320 CALIFORNIA ST. EVERETT WA 982013750		12. Total Amount Govt. Share: \$30,000,000.00  Cost Share : \$33,039,833.00  Total : \$63,039,833.00		13. Funds Obligated This action: \$30,000,000.00  Total : \$30,000,000.00
14. Principal Investigator	15. Program Manager Qingnan Yao Phone: 412-386-9237		16. Administrator U.S. DOE/NETL NATIONAL ENERGY TECH LAB 3610 Collins Ferry Road Morgantown WV 26505-2353	
17. Submit Payment Requests To Payment - Direct Payment from U.S. Dept of Treasury		18. Paying Office Payment - Direct Payment from U.S. Dept of Treasury		19. Submit Reports To See Attachment 3
20. Accounting and Appropriation Data 05309-2022-31-232453-41999-3123896-0000000-0000000-0000000				
21. Research Title and/or Description of Project Bipartisan Infrastructure Law (BIL) - Snohomish County PUD's Secure Modern Automated and Reliable Technology Project (SnoSMART)				
For the Recipient			For the United States of America	
22. Signature of Person Authorized to Sign			25. Signature of Grants/Agreements Officer <i>Martin J. Byrnes</i>	
23. Name and Title	24. Date Signed	26. Name of Officer Martin J. Byrnes		27. Date Signed 09/17/2024

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-GD0000905	PAGE 2	OF 38
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NAME OF OFFEROR OR CONTRACTOR  
PUBLIC UTILITY DISTRICT NO 1 OF SNOHOMISH COUNTY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	UEI: EM4RX1ZLK8K5 Period of Performance: 9/01/2024 - 8/31/2029  Budget Period: 9/01/2024 - 8/31/2029  Block 9. Authority: Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL): Section 40107 - 42 USC §17386; Public Law (PL) 95-91, DOE Organization Act; PL 109-58, Energy Policy Act 2005; PL 110-140 Energy Independence and Security Act of 2007.  Block 14. Principal Investigator: Kevin Lavering kglavering@snopud.com 425-783-8343  Block 14. Co-Principal Investigator: John Hieb JDHieb@snopud.com 425-783-4395  Recipient Business Point of Contact: Kimberly Johnston KDJohnston@snopud.com 425-783-8038  Block 15. DOE Program Manager: Qingnan Yao qingnan.yao@netl.doe.gov 412-386-9237  DOE Award Administrator: Carla Winaught carla.winaught@netl.doe.gov 304-285-4530  ASAP: NO: STD IMMEDIATE Extent Competed: COMPETED Davis-Bacon Act: YES PI: John Hieb Fund: 05309 Appr Year: 2022 Allottee: 31 Report Entity: 232453 Object Class: 41999 Program: 3123896 Project: 0000000 WFO: 0000000 Local Use: 0000000				

JULY 2004

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## **SPECIAL TERMS AND CONDITIONS FOR USE IN MOST GRANTS AND COOPERATIVE AGREEMENTS**

### **LEGAL AUTHORITY AND EFFECT (JUNE 2015)**

(a) A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

(b) Recipients are free to accept or reject the award. A request to draw down DOE funds constitutes the Recipient's acceptance of the terms and conditions of this Award.

### **RESOLUTION OF CONFLICTING CONDITIONS**

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

### **AWARD AGREEMENT TERMS AND CONDITIONS – BIPARTISAN INFRASTRUCTURE LAW / INFLATION REDUCTION ACT (DECEMBER 2014) (NETL – APRIL 2024)**

This agreement consists of the Assistance Agreement Cover Page and Award Terms and Conditions of this Assistance Agreement, plus the following:

Attachment 1	Intellectual Property Provisions
Attachment 2	Statement of Project Objectives
Attachment 3	Federal Assistance Reporting Checklist and Instructions
Attachment 4	Budget Information
Attachment 5	Community Benefits Outcomes and Objectives

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as supplemented by 2 CFR part 910 at <https://www.eCFR.gov>.
- Research Terms & Conditions (November 12, 2020) and the DOE Agency Specific Requirements (November 2020) at <https://www.nsf.gov/awards/managing/rtc.jsp>.
- National Policy Requirements (November 12, 2020) at <https://www.nsf.gov/awards/managing/rtc.jsp>.
- As applicable, Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).
- The Recipient's application/proposal as approved by DOE.

### **CONFERENCE SPENDING (FEBRUARY 2015)**

The recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.



## **PAYMENT PROCEDURES - REIMBURSEMENT THROUGH THE AUTOMATED CLEARING HOUSE (ACH) VENDOR INQUIRY PAYMENT ELECTRONIC REPORTING SYSTEM (VIPERS)**

- a. Method of Payment. Payment will be made by reimbursement through ACH.
- b. Requesting Reimbursement. Requests for reimbursements must be made electronically through Department of Energy's Oak Ridge Financial Service Center (ORFSC) VIPERS. To access and use VIPERS, you must enroll at <https://vipers.doe.gov>. Detailed instructions on how to enroll are provided on the web site.

For non-construction awards, you must submit a Standard Form (SF) 270, "Request for Advance or Reimbursement" at <https://vipers.doe.gov> and attach a file containing appropriate supporting documentation. The file attachment must show the total federal share claimed on the SF 270, the non-federal share claimed for the billing period if cost sharing is required, and cumulative expenditures to date (both Federal and non-Federal) for each of the following categories: salaries/wages and fringe benefits; equipment; travel; participant/training support costs, if any; other direct costs, including subawards/contracts; and indirect costs. For construction awards, you must submit a SF 271, "Outlay Report and Request for Reimbursement for Construction Programs," through VIPERS.

- c. Timing of submittals. Submittal of the SF 270 or SF 271 should coincide with your normal billing pattern, but not more frequently than every two weeks. Requests for reimbursement must be limited to the amount of disbursements made during the billing period for the federal share of direct project costs and the proportionate share of any allowable indirect costs incurred during that billing period. **At a minimum, Recipient's should meet the required cost share percentage (specified in the Cost Sharing Term) by each Go/No-Go decision point specified in the Project Management Plan.)**

- d. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE/NNSA.

- e. Payments. The DOE approving official will approve the invoice as soon as practicable but not later than 30 days after your request is received, unless the billing is improper. Upon receipt of an invoice payment authorization from the DOE approving official, the ORFSC will disburse payment to you. You may check the status of your payments at the VIPER web site. All payments are made by electronic funds transfer to the bank account identified on the ACH Vendor/Miscellaneous Payment Enrollment Form (SF 3881) that you filed.

### **COST SHARING**

- a. Total Estimated Project Cost is the sum of the Government share and Recipient share of the estimated project costs. The Recipient's cost share must come from non-Federal sources unless otherwise allowed by law. By accepting federal funds under this award, you agree that you are liable for your percentage share of total allowable project costs, on a budget period basis, even if the project is terminated early or is not funded to its completion. This cost is shared as follows:

Budget Period No.	Government Share		Recipient Share		Total
	\$	%	\$	%	
1	\$30,000,000	47.6%	\$33,039,833	52%	\$63,039,833
<b>Total Project</b>	<b>\$30,000,000</b>	<b>47.59%</b>	<b>\$33,039,833</b>	<b>52.41%</b>	<b>\$63,039,833</b>

b. If you discover that you may be unable to provide cost sharing of at least the amount identified in paragraph a of this term, you should immediately provide written notification to the DOE Award Administrator indicating whether you will continue or phase out the project. If you plan to continue the project, the notification must describe how replacement cost sharing will be secured.

c. You must maintain records of all project costs that you claim as cost sharing, including in-kind costs, as well as records of costs to be paid by DOE/NNSA. Such records are subject to audit.

d. Failure to provide the cost sharing required by this term may result in the subsequent recovery by DOE/NNSA of some or all the funds provided under the award.

### **REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE FRINGE BENEFITS**

The budget for this award includes fringe benefits but does not include indirect costs. Therefore, indirect costs shall not be charged to nor shall reimbursement be requested for this project nor shall the indirect costs for this project be allocated to any other federally sponsored project. In addition, indirect costs shall not be counted as cost share unless approved by the Contracting Officer.

### **PRE-AWARD COSTS (DECEMBER 2014)**

You are entitled to reimbursement for costs incurred on or after February 1, 2024, as authorized by the pre-award costs letter dated June 11, 2024, if such costs are allowable in accordance with the applicable Federal cost principles referenced in 2 CFR part 200 as amended by 2 CFR part 910.

### **USE OF PROGRAM INCOME - DEDUCTION**

If you earn program income during the project period as a result of this award, you must deduct the program income from the total allowable project costs to determine the net allowable costs on which the Federal share is based.

### **STATEMENT OF FEDERAL STEWARDSHIP**

DOE/NNSA will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

## **SITE VISITS**

DOE/NNSA's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

## **REPORTING REQUIREMENTS (APRIL 2023)**

a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

b. Dissemination of scientific/technical reporting products. Reporting project results in scientific and technical information (STI) publications/products to the DOE Office of Scientific and Technical Information (OSTI) ensures dissemination of research results to the public as well as preservation of the results. The DOE form F 4600.2, B. Scientific/Technical Reporting, has instructions for the DOE Energy Link (E-Link) system managed by OSTI. Scientific/technical reports and other STI products submitted under this award will be disseminated publicly on the Web via OSTI.GOV (<https://www.osti.gov>), unless the STI contains patentable material, protected data, or SBIR/STTR data, which must be indicated per instructions in DOE 4600.2.

c. Restrictions. STI products submitted to the DOE via E-link must not contain any Protected Personally Identifiable Information (PII), limited rights data, classified information, information subject to export control classification, or other information not subject to public release. The Contracting Officer or Technical Project Officer should be contacted with any questions. Limited rights data means data (other than computer software) developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. SBIR/STTR Protected Data, and other data subject to statutory data protection authorized by the award may be submitted, provided such data is properly marked and identified during submission. Submissions must not contain any "Proprietary", "Confidential" or "Business Sensitive" markings or similar restrictive markings not authorized by the applicable government agreement.; it is acknowledged that DOE has the right to cancel or ignore such markings.

## **PUBLICATIONS**

a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

b. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy, Grid Deployment Office, under Award Number DE-GD0000905."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

## **FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS**

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

## **INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION**

- a. The intellectual property provisions applicable to this award are provided as an attachment to this award or are referenced on the Assistance Agreement Face Page. A list of all intellectual property provisions may be found at <http://energy.gov/gc/standard-intellectual-property-ip-provisions-financial-assistance-awards>
- b. Questions regarding intellectual property matters should be referred to the DOE Award Administrator and the Patent Counsel designated as the service provider for the DOE office that issued the award. The IP Service Providers List is found at <http://energy.gov/gc/downloads/intellectual-property-ip-service-providers-acquisition-and-assistance-transactions>

## **NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

## **INSURANCE COVERAGE (DECEMBER 2014)**

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds.

## **REAL PROPERTY (DECEMBER 2014)**

Subject to the conditions set forth in 2 CFR Part 200.311, title to real property acquired or improved under a Federal award will vest upon acquisition in the non-Federal entity.

The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR Part 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the

Federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives: (a) retain title after compensating the Federal awarding agency as described in 2 CFR Part 200.311(c)(1); (b) Sell the property and compensate the federal awarding agency as specified in CFR Part 200.311(c)(2); or (c) transfer title to the Federal awarding agency or to a third Party designated/approved by the Federal awarding agency as specified in CFR Part 200.311(c)(3).

See 2 CFR Part 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award.

Also see 2 CFR Part 910.360 for amended requirements for Real Property for For-Profit recipients.

### **EQUIPMENT (DECEMBER 2014) (NETL – MAY 2024)**

Subject to the conditions provided in 2 CFR 200.313 and 2 CFR 910.360 (as applicable), title to equipment (property) acquired under a Federal award will vest conditionally with the non-Federal entity.

The non-Federal entity cannot encumber this property or permit encumbrance without prior written approval by the DOE Contracting Officer and must follow the requirements of 2 CFR 200.313 before disposing of the property.

States must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by the Federal awarding agency in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity. However, pursuant to the FY23 Consolidated Appropriations Act (Pub. L. No. 117-328), Division D, Title III, Section 309, the Secretary, or a designee of the Secretary may, at their discretion, vest unconditional title or other property interests acquired under this project regardless of the fair market value of the property at the end of the award period.

Subject to the vesting of any property pursuant to Section 309 of the FY23 Consolidated Appropriations Act (Pub. L. No. 117-328), Division D, Title III, disposition will be made as follows: (a) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the Federal awarding agency; (b) non-Federal entity may retain title or sell the equipment after compensating the Federal awarding agency as described in 2 CFR 200.313(e)(2); or (c) transfer title to the Federal awarding agency or to an eligible third Party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 200.439 Equipment and other capital expenditures.

See 2 CFR 910.360 for supplemental requirements for Equipment for for-profit Recipients.

### **SUPPLIES (DECEMBER 2014)**

See 2 CFR Part 200.314 for requirements pertaining to supplies acquired under a Federal award.

See also § 200.453 Materials and supplies costs, including costs of computing devices.

### **INTANGIBLE PROPERTY (DECEMBER 2014)**

Title to intangible property (as defined in 2 CFR Part 200.59) acquired under a Federal award vests upon acquisition in the non-Federal entity. Intangible property includes trademarks, copyrights, patents and patent applications.

See 2 CFR Part 200.315 for additional requirements pertaining to intangible property acquired under a Federal award.

Also see 2 CFR Part 910.362 for amended requirements for Intellectual Property for For-Profit recipients.

### **PROPERTY TRUST RELATIONSHIP (DECEMBER 2014)**

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved.

See 2 CFR Part 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

### **INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP**

a. You shall immediately notify the DOE of the occurrence of any of the following events: (i) you or your parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) your consent to the institution of an involuntary case under the Bankruptcy Act against you or your parent; (iii) the filing of any similar proceeding for or against you or your parent, or its consent to, the dissolution, winding-up or readjustment of your debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over you, under any other applicable state or federal law; or (iv) your insolvency due to your inability to pay your debts generally as they become due.

b. Such notification shall be in writing and shall: (i) specifically set out the details of the occurrence of an event referenced in paragraph a; (ii) provide the facts surrounding that event; and (iii) provide the impact such event will have on the project being funded by this award.

c. Upon the occurrence of any of the four events described in the first paragraph, DOE reserves the right to conduct a review of your award to determine your compliance with the required elements of the award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with your performance under the award, DOE reserves the right to impose additional requirements, as needed, including (i) change your payment method; or (ii) institute payment controls.

d. Failure of the Recipient to comply with this term may be considered a material noncompliance of this financial assistance award by the Contracting Officer.

## **PERFORMANCE OF WORK IN UNITED STATES**

### **A. Requirement**

The Recipient agrees that all work under this award shall be performed in the United States, unless the Recipient can demonstrate to the satisfaction of the Department of Energy that the United States economic interest will be better served through a greater percentage of the work being performed outside the United States.

## **CATEGORICAL EXCLUSION (CX)**

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of federal funds. Based on all information provided by the Recipient, DOE has made a NEPA determination by issuing a CX, thereby authorizing use of funds for the defined project activities. If the Recipient later adds to or modifies the activities reviewed and approved under the original DOE NEPA determination, the Recipient must notify the DOE Contracting Officer before proceeding with the new and/or modified activities. Those additions or modifications may be subject to review by the DOE NEPA Compliance Officer and approval by the DOE Contracting Officer, and may require a new NEPA determination.

## **SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS**

A. Requirement for System for Award Management (SAM) Unless exempted from this requirement under 2 CFR 25.110, the prime recipient must remain registered and maintain current information in SAM for the entire period of performance of the award. This includes providing information on the prime recipient's immediate and highest level owner and subsidiaries, as well as on all of its predecessors that have been awarded a Federal contract or Federal financial assistance agreements within the last three years, if applicable, until the prime recipient submits the final financial report required under this award or receives the final payment, whichever is later. This requires the prime recipient to review its information in SAM at least annually after the initial registration, and to update its information as soon as there are changes. Reviews and updates may be required more frequently due to changes in recipient information or as required by another award term.

### **B. Requirement for Unique Entity Identifier**

If authorized to make subawards under this award, the prime recipient:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward until the entity has provided its unique entity identifier to the prime recipient.

2. Must not make a subaward to an entity unless the entity has provided its unique entity identifier to the prime recipient. Subrecipients are not required to obtain an active SAM registration, but must obtain a unique entity identifier.

### **C. Definitions**

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).

2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.

3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following for purposes of this part:

- a. A foreign organization;
- b. A foreign public entity;
- c. A domestic for-profit organization; and
- d. A Federal agency.

4. Subaward has the meaning given in 2 CFR 200.1.

5. Subrecipient has the meaning given in 2 CFR 200.1.

#### **FINAL INCURRED COST AUDIT (DECEMBER 2014)**

In accordance with 2 CFR Part 200 as amended by 2 CFR Part 910, DOE reserves the right to initiate a final incurred cost audit on this award. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

#### **LOBBYING RESTRICTIONS (MARCH 2012)**

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

#### **CORPORATE FELONY CONVICTION AND FEDERAL TAX LIABILITY ASSURANCES (MARCH 2014)**

By entering into this agreement, the undersigned attests that Public Utility District No 1 of Snohomish County has not been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of signature.

The undersigned further attests that Public Utility District No 1 of Snohomish County does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

For purposes of these assurances, the following definitions apply:



A Corporation includes any entity that has filed articles of incorporation in any of the 50 states, the District of Columbia, or the various territories of the United States [but not foreign corporations]. It includes both for-profit and non-profit organizations.

### **NONDISCLOSURE AND CONFIDENTIALITY AGREEMENTS ASSURANCES (JUNE 2015)**

(1) By entering into this agreement, the undersigned attests that Public Utility District No 1 of Snohomish County does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The undersigned further attests that Public Utility District No 1 of Snohomish County does not and will not use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

a. “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”

b. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

c. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

### **REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE (DECEMBER 2015)**

#### **a. General Reporting Requirement**

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition.

This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

**b. Proceedings About Which You Must Report**

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

2. Reached its final disposition during the most recent five year period; and

3. Is one of the following:

(A) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(C) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(D) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

**c. Reporting Procedures**

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

**d. Reporting Frequency**

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to

report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. Definitions

For purposes of this award term and condition:

1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or A. Reporting of Matters Related to Recipient Integrity and Performance.
2. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
3. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
  - (A) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
  - (B) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

#### **SUBAWARD/SUBCONTRACT CHANGE NOTIFICATION**

Except for subawards and/or subcontracts specifically proposed as part of the Recipient's Application for award, the Recipient must notify the DOE Contracting Officer and Project Officer in writing 30 days prior to the execution of new or modified subawards/subcontracts. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR 200, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, Recipient documentation must, as a minimum, include the following:

1. A description of the research to be performed, the service to be provided, or the equipment to be purchased;
2. Cost share commitment letter if the subawardee is providing cost share to the award;
3. Updated budget justification, budget pages;
4. An assurance that the process undertaken by the Recipient to solicit the subaward/subcontract complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.

5. An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subawardee/subcontractor and that the Recipient's written standards of conduct were followed;<sup>1</sup>
6. A completed Environmental Questionnaire, if applicable;
7. An assurance that the subawardee/subcontractor is not a debarred or suspended entity; and
8. An assurance that all required award provisions will be flowed down in the resulting subaward/subcontract.

The Recipient is responsible for making a final determination to award or modify subawards/subcontracts under this agreement, but the Recipient may not proceed with the subaward/subcontract until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subaward/subcontract documentation stipulated above, Recipient may proceed to award or modify the proposed subaward/subcontract.

### **GO/NO-GO DECISION - NETL**

The Government has elected to include go/no-go decision(s) in the Project Management Plan (PMP). If it is advantageous for the Government to proceed beyond the go/no go decision point(s), the Contracting Officer will notify the recipient in writing authorizing the recipient to proceed beyond the go/no go decision point in the PMP.

If it is determined that it would not be advantageous for the Government to proceed beyond the technical milestone(s), the Contracting Officer will notify the recipient in writing of such decision and the award is considered completed. The maximum liability to the Government is limited to the allowable, allocable, and reasonableness of the cost incurred by the recipient within the funds made available. The Government reserves the right to deobligate any remaining funds from the award. The recipient shall submit all final deliverables, including final project accomplishments, for the completed work in accordance with the reporting requirements of the award.

### **IMPLEMENTATION OF EXECUTIVE ORDER 13798, PROMOTING FREE SPEECH AND RELIGIOUS LIBERTY (NOVEMBER 2020)**

States, local governments, or other public entities may not condition sub-awards in a manner that would discriminate, or disadvantage sub-recipients based on their religious character.

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<sup>1</sup> It is DOE's position that the existence of a "covered relationship" as defined in 5 C.F.R. § 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subawardee's/subcontractor's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subaward or subcontract does not create an actual conflict of interest. Recipients must also notify the Contracting Officer of any new subcontract or subaward to: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

## **CONTINUED USE OF REAL PROPERTY AND EQUIPMENT (OCTOBER 2022)**

Real property and equipment purchased with project funds (federal share and recipient cost share) under this Award are subject to the requirements at 2 CFR 200.311, 200.313, and 200.316 (non-Federal entities, except for-profit entities) and 2 CFR 910.360 (for-profit entities). The Recipient may continue to use the real property and equipment after the conclusion of the award period of performance so long as the Recipient:

- a. Continues to use the property for the authorized project purposes;
- b. Complies with the applicable reporting requirements and regulatory property standards;
- c. As applicable to for-profit entities, UCC filing statements are maintained; and
- d. Submits a written Request for Continued Use for DOE authorization, which is approved by the DOE Contracting Officer.

The Recipient must request authorization from the Contracting Officer to continue to use the property for the authorized project purposes beyond the award period of performance (“Request for Continued Use”). The Recipient’s written Request for Continued Use must identify the property and include: a summary of how the property will be used (must align with the authorized project purposes); a proposed use period (e.g., perpetuity, until fully depreciated, or a calendar date where the Recipient expects to submit disposition instructions); acknowledgement that the recipient shall not sell or encumber the property or permit any encumbrance without prior written DOE approval; current fair market value of the property; and an Estimated Useful Life or depreciation schedule for equipment.

When the property is no longer needed for authorized project purposes, the Recipient must request disposition instructions from DOE. For-profit entity disposition requirements are set forth at 2 CFR 910.360. Property disposition requirements for other non-federal entities are set forth in 2 CFR 200.310 through 200.316.

## **FOREIGN NATIONAL PARTICIPATION – APPROVAL REQUIRED (APRIL 2024)**

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of this award, the Recipient must provide DOE with specific information about each foreign national to ensure compliance with the requirements for foreign national participation and access approvals. The volume and type of information required may depend on various factors associated with the award.

Approval for foreign nationals in Principal Investigator/Co-Principal Investigator roles, from countries of risk (i.e., China, Iran, North Korea, and Russia), and from countries identified on the U.S. Department of State’s list of State Sponsors of Terrorism (<https://www.state.gov/state-sponsors-of-terrorism/>) must be obtained from DOE before they can participate in the performance of any work under this award.

A “foreign national” is defined as a person without United States citizenship or nationality (may include a stateless person). DOE may elect to deny a foreign national’s participation in the award. Likewise, DOE may elect to deny a foreign national’s access to a DOE sites, information, technologies, equipment, programs, or personnel. DOE’s determination to deny participation or access is not appealable.

**The Recipient must include this term in any subaward and in any applicable contractual agreement(s) associated with this award.**

## **POST AWARD DUE DILIGENCE REVIEWS (APRIL 2024)**

During the period of performance of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award. As part of the research, technology, and economic security risk review, DOE may contact the Recipient project team members for additional information to inform the review.

## **EXPORT CONTROL (JUNE 2024)**

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under the award.

The Recipient must immediately report to DOE any export control investigations, charges, convictions, and violations upon occurrence, at the recipient or subrecipient level, and for convictions/violations, provide the corrective action(s) to prevent future convictions/violations.

## **INTERIM CONFLICT OF INTEREST POLICY FOR FINANCIAL ASSISTANCE (MARCH 2023)**

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term “Investigator” means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE’s interim COI Policy.

## **ORGANIZATIONAL CONFLICT OF INTEREST (APRIL 2024)**

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian Tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian Tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

## **BUY AMERICAN REQUIREMENT FOR INFRASTRUCTURE PROJECTS (MAY 2024)**

### **A. *Definitions***

**Components** See 2 CFR 184.3 “Definitions.”

**Construction Materials** See 2 CFR 184.3 “Definitions.”

**Buy America Preference, Buy America Requirement, or domestic content procurement preference** means a requirement that no amount of funds made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

- (A) all iron and steel used in the project are produced in the United States;
- (B) the manufactured products used in the project are produced in the United States; or
- (C) the construction materials used in the project are produced in the United States.

**Infrastructure** See 2 CFR 184.4 (c) and (d).

**Manufactured Products** See 2 CFR 184.3 “Definitions.”

**Predominantly of iron or steel** See 2 CFR 184.3 “Definitions.”

**Infrastructure Project-** See 2 CFR 184.3 “Definitions.”

**Public-** The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered “public” if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be “utilized primarily for a public purpose” if it is privately operated on behalf of the public or is a place of public accommodation.

**B. Buy America Requirement for Infrastructure Projects (Buy America Requirement)**

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. See 2 CFR 184.5 for determining the cost of components for manufactured products; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. See 2 CFR 184.6 for construction material standards.

The Buy America Requirement only applies to those articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to the infrastructure in the project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

The Buy America Requirement only applies to an article, material, or supply classified into one of the following categories\* based on its status at the time it is brought to the work site for incorporation into an infrastructure project:

- (i) Iron or steel products;
- (ii) Manufactured products; or
- (iii) Construction materials;

The Buy America Requirement only applies to the iron or steel products, manufactured products, and construction materials used for the construction, alteration, maintenance, or repair of public infrastructure in the United States when those items are consumed in, incorporated into, or permanently affixed to the infrastructure. An article, material, or supply incorporated into an infrastructure project should not be considered to fall into



multiple categories, but rather must meet the Buy America Preference Requirement for only the single category in which it is classified.

All iron and steel, manufactured products, and construction materials used in the infrastructure project must be produced in the United States.

\* Section 70917(c) of the BABA states that “construction materials” do not include cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. Section 70917(c) materials are excluded from Construction materials. Asphalt concrete pavement mixes are typically composed of asphalt cement (a binding agent) and aggregates such as stone, sand, and gravel. Accordingly, asphalt is also excluded from the definition of Construction materials.

Section 70917(c) materials, on their own, are not manufactured products. Further, Section 70917(c) materials should not be considered manufactured products when they are used at or combined proximate to the work site—such as is the case with wet concrete or hot mix asphalt brought to the work site for incorporation.

However, when certain Section 70917(c) materials (such as stone, sand, and gravel) are used to produce a manufactured product, such as is precast concrete processed into a specific shape or form, and is in such state when brought to the work site, then that product is subject to the BABA requirements.

Further clarification is provided in 2 CFR 184 on the circumstances under which a determination is made that Section 70917(c) materials should be treated as components of a manufactured product. That determination is based on consideration of: (i) the revised definition of the “manufactured products” at 2 CFR 184.3; (ii) a new definition of “section 70917(c) materials” at 2 CFR 184.3; (iii) new instructions at 2 CFR 184.4(e) on how and when to categorize articles, materials, and supplies; and (iv) new instructions at 2 CFR 184.4(f) on how to apply the Buy America preference by category.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

### **C. Certification of Compliance**

Recipients must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this award.

Recipients must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption provided in 2 CFR 184.8, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the recipient. Recipients must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

### **D. Waivers**

When necessary, recipients may apply for, and DOE may grant, a waiver from the Buy America Requirement. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

1. Waivers must be based on one of the following justifications:
  - a) Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
  - b) Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - c) Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
2. Requests to waive the Buy America Requirement must include the following:
  - Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
  - Recipient name and Unique Entity Identifier (UEI);
  - Award information (Federal Award Identification Number, Assistance Listing number);
  - A brief description of the project, its location, and the specific infrastructure involved;
  - Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
  - Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
  - List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
  - A detailed justification as to how the non-domestic item(s) is/are essential to the project;
  - A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
  - A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation;
  - A description of the market research conducted that includes who conducted the market research, when it was conducted, sources that were used, and the methods used to conduct the research; and
  - Anticipated impact to the project if no waiver is issued.
3. How to submit a waiver  
Requests to waive the application of the Buy America Requirement must be submitted in writing to your cognizant Contracting Officer or Grants Officer.

DOE may request, and the recipient must provide, additional information for consideration of this waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

## **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (APRIL 2024)**

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain;
- (3) Exercise an option to procure; or
- (4) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

## **PROHIBITION RELATED TO FOREIGN GOVERNMENT-SPONSORED TALENT RECRUITMENT PROGRAMS (MARCH 2023)**

### **A. Prohibition**

Persons participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk* are prohibited from participating in this Award. The Recipient must exercise ongoing due diligence to reasonably ensure that no individuals participating on the DOE-funded project are participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk*. Consequences for violations of this prohibition will be determined according to applicable law, regulations, and policy. Further, the Recipient must notify DOE within five (5) business days upon

learning that an owner of the Recipient or subrecipient or individual on the project team is or is believed to be participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk*. DOE may modify and add requirements related to this prohibition to the extent required by law.

## B. Definitions

1. **Foreign Government-Sponsored Talent Recruitment Program.** An effort directly or indirectly organized, managed, or funded by a foreign government, or a foreign government instrumentality or entity, to recruit science and technology professionals or students (regardless of citizenship or national origin, or whether having a full-time or part-time position). Some foreign government-sponsored talent recruitment programs operate with the intent to import or otherwise acquire from abroad, sometimes through illicit means, proprietary technology or software, unpublished data and methods, and intellectual property to further the military modernization goals and/or economic goals of a foreign government. Many, but not all, programs aim to incentivize the targeted individual to relocate physically to the foreign state for the above purpose. Some programs allow for or encourage continued employment at United States research facilities or receipt of federal research funds while concurrently working at and/or receiving compensation from a foreign institution, and some direct participants not to disclose their participation to U.S. entities. Compensation could take many forms including cash, research funding, complimentary foreign travel, honorific titles, career advancement opportunities, promised future compensation, or other types of remuneration or consideration, including in-kind compensation.
2. **Foreign Country of Risk.** DOE has designated the following countries as foreign countries of risk: Iran, North Korea, Russia, and China. This list is subject to change.

## PARTICIPANTS AND OTHER COLLABORATING ORGANIZATIONS (APRIL 2024)

Prior to award, the Recipient was required to provide the following information on participants and other collaborating organizations. If there are any changes to Participants and Collaborating Organizations information previously submitted to DOE, the Recipient must submit updated information within thirty (30) calendar days after the end of the quarterly reporting period in which the change occurred:

### A. What individuals have worked on the project

Provide the following information for individuals at the prime recipient and subrecipient level: (1) all senior and key personnel; (2) authorized representative of applicant with primary responsibility for business support (e.g., financial management, fiscal oversight, providing resources, award administration, etc.), if other than listed senior/key personnel, e.g., the Administrative Officer listed on the SF-424 Application; and (3) each person who has worked or is expected to work at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort).

- i. Name
- ii. Organization

- iii. Job Title
- iv. Role in the project
- v. Start and end date (month and year) working on the project
- vi. State, U.S. territory, and/or country of residence
- vii. Whether this person collaborated with an individual or entity located in a foreign country in connection with the scope of this Award, and
- viii. If yes to vii, whether the person traveled to the foreign country as part of that collaboration, and, if so, where and what the duration of stay was.

## **B. Organizations**

Identify all subrecipients, contractors, U.S. National Laboratories, partners, and collaborating organizations. Recipients must also include all foreign collaborators as outlined in the Foreign Collaboration Considerations term of the award Terms and Conditions. For each, provide name, UEI, zip code or latitude/longitude, role in the project, contribution to the project and start and end date.

## **HUMAN SUBJECTS RESEARCH (MARCH 2023)**

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects (subpart A which is referred to as the "Common Rule")*, and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at <https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home>. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: <https://science.osti.gov/ber/human-subjects>.

### **FRAUD, WASTE AND ABUSE (MARCH 2023)**

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

### **TRANSPARENCY OF FOREIGN CONNECTIONS (APRIL 2024)**

The Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient and subrecipients:

1. Any current or pending subsidiary, foreign business entity, or offshore entity that is based in or funded by any foreign country of risk or foreign entity based in a country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an entity owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk. Each notification shall be accompanied by a complete and up-to-date capitalization table showing all equity interests held including limited liability company (LLC) and partnership interests, as well as derivative securities. Include both the number of shares issued to each equity holder, as well as the percentage of that series and of all equity on fully diluted basis. For each equity holder, provide the place of

- incorporation and the principal place of business, as applicable. If the equity holder is a natural person, identify the citizenship(s);
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
  5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
  6. Any changes to the Recipient or the subrecipients' board of directors, including additions to the number of directors, the identity of new directors, as well as each new director's citizenship, shareholder affiliation (if applicable); each notification shall include a complete up-to-date list of all directors (and board observers), including their full name, citizenship and shareholder affiliation, date of appointment, duration of term, as well as a description of observer rights as applicable.
  7. Any proposed changes to the equipment used on the project that would result in:
    - a. Equipment originally made or manufactured in a foreign country of risk (including relabeled or rebranded equipment).
    - b. Coded equipment where the source code is written in a foreign country of risk.
    - c. Equipment from a foreign country of risk that will be connected to the internet or other remote communication system.
    - d. Any companies from a foreign country of risk that will have physical or remote access to any part of the equipment used on the project after delivery.

Should DOE determine the connection poses a risk to economic or national security, DOE will require measures to mitigate or eliminate the risk.

DOE has designated the following countries as foreign countries of risk: Iran, North Korea, Russia, and China. This list is subject to change.

Recognizing the disclosures may contain business confidential information, subrecipients may submit their disclosures directly to DOE.

### **FOREIGN COLLABORATION CONSIDERATIONS (MARCH 2023)**

- A. Consideration of new collaborations with foreign entities, organizations, and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- B. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations, organizations, and governments in which has entered in connection with its DOE-funded award scope.
- C. In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things

of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

## ACCESS RESTRICTIONS

The Recipient (including its employees, directors, officers, managers, agents, contractors, vendors, or other representatives, and includes the respective successors or assigns of the foregoing) shall not, and shall ensure that its subsidiaries or affiliates under its control shall not, disclose any information that is not publicly available (including technical data, or any other information that is not publicly available or required to be made public under applicable law or regulation) developed under this DOE-funded project with any subsidiary, affiliate, investor, supplier, licensee at any tier, vendor for Recipient end customers, or joint development partner that: (1) has a place of incorporation or a principal place of business in a Foreign Country of Risk (for entities) or (2) is a national of a Foreign Country of Risk (for individuals). The Recipient shall also ensure that its subsidiaries or affiliates under its control adhere to this same restriction.

The Recipient shall provide on an annual basis and upon request of the DOE Contracting Officer (CO), a certificate of compliance with this term to the CO or designee.

## REPORTING SUBAWARD AND EXECUTIVE COMPENSATION (SEPTEMBER 2023)

### a. Reporting of first-tier subawards.

1. Applicability. Unless the Recipient is exempt as provided in paragraph d. of this award term, the Recipient must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. Where and when to report.
  - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsr.gov>.
  - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. What to report. The Recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov> specify.

### b. Reporting total compensation of recipient executives for non-Federal entities.



1. Applicability and what to report. The Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if
    - i. The total Federal funding authorized to date under this Federal award is \$30,000 or more as defined in 2 CFR 170.320;
    - ii. In the preceding fiscal year, the Recipient received:
      - a) 80 percent or more of the Recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)
  2. Where and when to report. The Recipient must report executive total compensation described in paragraph b.1. of this award term:
    - i. As part of the Recipients registration profile at <https://www.sam.gov>.
    - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. Reporting of total compensation of subrecipient executives.
1. Applicability and what to report. Unless the Recipient is exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
    - i. In the subrecipient's preceding fiscal year, the subrecipient received;
      - a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
    - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if

the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. The Recipient must report subrecipient executive total compensation described in paragraph c.1. of this award term:
  - i. To the recipient
  - ii. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.
- d. Exemptions  
If, in the previous tax year, the Recipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:
  - i. Subawards, and
  - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. Definitions. For purposes of this award term:
  1. *Federal Agency* means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
  2. *Non-Federal entity* means all of the following, as defined in 2 CFR part 25:
    - i. A Governmental organization, which is a State, local government, or Indian tribe;
    - ii. A foreign public entity;
    - iii. A domestic or foreign nonprofit organization; and
    - iv. A domestic or foreign for-profit organization.
  3. *Executive* means officers, managing partners, or any other employees in management positions.
  4. *Subaward*:
    - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the recipient awards to an eligible subrecipient.
    - ii. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
    - iii. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.
  5. *Subrecipient* means a non-Federal entity or Federal agency that:
    - i. Receives a subaward from the Recipient under this award; and
    - ii. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year. For more information on disclosure and reporting requirements, see 17 CFR 229.402(c)(2).

### **POTENTIALLY DUPLICATIVE FUNDING NOTICE (MARCH 2023)**

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

### **IMPACTED INDIAN TRIBES (MAY 2024)**

If any activities anticipated to take place under this agreement could potentially impact the resources or reserved rights of Indian Tribe(s), as defined in 25 U.S.C. § 5304 (e), then the recipient/awardee agrees to develop and maintain active and open communications with the potentially impacted Indian Tribe(s), during the period of performance of the agreement, and, if necessary, after the end of the agreement. Approval by DOE must be obtained before any activities take place that could impact Tribal resources or reserved rights, including but not limited to lands, cultural sites, sacred sites, water rights, mineral rights, fishing rights, and hunting rights. The recipient/awardee must coordinate with DOE on all Tribal interactions. DOE will determine if formal government-to-government consultation is needed, and DOE will conduct that consultation accordingly.

- Tribal lands is as defined in 25 U.S.C. §§ 3501(2), (3), (4)(A) and (13).
- Indian Tribe is as defined in 25 U.S.C. § 5304 (e).

### **REPORTING, TRACKING AND SEGREGATION OF INCURRED COSTS (MARCH 2023)**

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL.

### **COMMUNITY BENEFITS OUTCOMES AND OBJECTIVES (APRIL 2024)**

The Recipient must meet the stated objectives and milestones set forth in its Community Benefits Outcomes and Objectives, which is incorporated into the Award as an attachment. Reporting on the Recipient's progress towards meeting the objectives and milestones set forth in the Community Benefits Outcomes and Objectives must be submitted in accordance with the Federal Assistance Reporting Checklist, attached to this award.

## **CYBERSECURITY PLAN (APRIL 2024) (NETL – JUNE 2024)**

The Secretary of Energy, per BIL Section 40126, designated the DOE’s Office of Cybersecurity, Energy Security, and Emergency Response (CESER) as responsible for coordinating cybersecurity project plans for IJA provisions the Secretary deemed to have a cyber risk. CESER coordinates with DOE National Laboratory Subject Matter Experts (SMEs) to provide project lifecycle support activities that maintain or improve the project cybersecurity over its lifecycle.

The Recipient is responsible for maintaining and improving project cybersecurity throughout the project period, including responding to DOE feedback on the plans and the associated milestones, deliverables, and attending associated cybersecurity plan lifecycle support meeting dates with CESER and DOE SMEs. The Recipient will revise their Cybersecurity Plan as requested by the DOE, incorporating specified changes within sixty (60) days of receiving notice from the DOE. Any revisions to the cybersecurity plans and all related deliverables shall be emailed securely to [CR-IJACybersecurityplans@hq.doe.gov](mailto:CR-IJACybersecurityplans@hq.doe.gov).

Any DOE and/or National Laboratory review comments or feedback provided to Recipients does not constitute an endorsement or approval of any specific elements within the cybersecurity plan or the proposed security approach. Therefore, such feedback should not be referenced or used in marketing or promotional materials.

All cybersecurity plans and deliverables are exempt from disclosure under the Freedom of Information Act (5 U.S.C. § 552) pursuant to Section 40126(e). This exemption is limited to information provided to or collected by the federal government described in Pub. L. 117-58 § 41026, 42 U.S.C. § 18725.

## **DAVIS-BACON ACT REQUIREMENTS (NETL JUNE 2024)**

This Award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2,000 on a project assisted in whole or in part by funds made available under this Award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA) and its implementing regulations in 29 CFR parts 1, 3, and 5 (collectively the “Davis-Bacon Act Requirements”).

Award recipients shall provide written acknowledgement and confirmation of compliance with the Davis-Bacon Act Requirements which include but are not limited to:

1. Ensuring that laborers and mechanics on BIL funded/assisted projects are paid at least the prevailing wage for their work classification on applicable projects.
2. Ensuring that laborers and mechanics on BIL funded/assisted projects are paid on a weekly basis.
3. Ensuring that the applicable wage determination(s) for construction work performed by laborers and mechanics employed by the recipient, subrecipients, contractors, or subcontractors are identified and obtained from the database at [www.sam.gov](http://www.sam.gov), by 1) selecting “Wage Determinations,” then, 2) selecting “Public Buildings and Public Works,” then, 3) filtering search results by State (selecting the appropriate state from the drop-down menus), and by County or Independent City (selecting the appropriate

County/Independent City from the drop-down menu) in which the work will take place, then, 4) selecting the appropriate construction type (e.g., Building, Residential, Heavy, or Highway). The appropriate wage determination number hyperlink should be selected from the result. If the wage determination which opens lists a “Last Revised Date” after the date of the contract award/start of construction, then scroll to the bottom of the document, and under History, click on the wage determination with the date closest to, but still before the date of contract award/start of construction.

4. Ensuring that applicable wage determination(s) are uploaded to LCPtracker (see below section on LCPtracker).
5. Ensuring that the applicable wage determination(s) and the required contract provisions per 29 CFR 5.5 are flowed down to and incorporated into any applicable contracts/subcontracts or subrecipient awards.
6. Preserving a copy of the applicable wage determination(s) identified and obtained from [www.sam.gov](http://www.sam.gov), for a period of 3 years after the construction, alteration or repair work herein is completed.
7. Maintaining responsibility for compliance by any lower-tier subcontractors or subrecipients subject to the Davis-Bacon Act Requirements.
8. Receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy as needed and identifying potential compliance issues.
9. Maintaining original certified weekly payrolls for 3 years after the completion of the project and making those payrolls available to the Department of Energy or the Department of Labor upon request.
10. Conducting site-visit interviews with employees as needed to provide reasonable assurance of compliance with subcontractors and subrecipients.
11. Cooperating with authorized representatives of the Department of Energy or Department of Labor in the inspection of DBA-related records, on-site interviews of laborers and mechanics, and other reasonable requests related to a DBA investigation.
12. Posting in a prominent and accessible place the applicable wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
13. Notifying the Contracting Officer of Davis-Bacon Act Requirement issues, including complaints, violations (as defined in 29 CFR 5.7), disputes (pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14), disputed DBA-related determinations, Department of Labor investigations, or legal/judicial proceedings related to the Davis-Bacon Act Requirements under this contract, subcontract, or subrecipient award.
14. Preparing and submitting the Semi-Annual Labor Enforcement Report, by April 21 and October 21 of each year, in accordance with the reporting instructions in Attachment 2, Federal Assistance Reporting Checklist.
15. Maintain competency in complying with Davis-Bacon Act Requirements. The Contracting Officer will notify the recipient of any DOE-sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

To avoid voluminous attachments under this award, all applicable wage determination(s) included in the [www.sam.gov](http://www.sam.gov) database and uploaded to LCPtracker are incorporated by reference herein as if set forth and attached in full. The applicable wage determination(s) are effective herein even if they have not been attached to the contract/subcontract(s) or subrecipient awards thereunder or have not been correctly identified and obtained from [www.sam.gov](http://www.sam.gov) and/or uploaded to LCPtracker.

The Department of Energy has contracted with LCPtracker, a third-party DBA electronic payroll compliance software application. A waiver for the use of LCPtracker may be granted to a particular contractor or subcontractor if they are unable or limited in their ability to use or access the software.

### **Davis-Bacon Act Electronic Certified Payroll Submission Waiver**

A waiver must be granted before the start of work subject to Davis-Bacon Act requirements (e.g., construction, alteration, or repair work). The recipient does not have the right to appeal DOE's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

### **AFFIRMATIVE ACTION AND PAY TRANSPARENCY REQUIREMENTS (SEPTEMBER 2023)**

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- (1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- (2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- (3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take. See OFCCP's Technical Assistance Guide at: <https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b11ec9d8e6fecb6c710ec>.

Additionally, for construction projects valued at \$35 million or more and lasting more than one year, Recipients, subrecipients, contractors, or subcontractors may be selected by OFCCP to participate in the Mega Construction Project Program. DOE, under relevant legal authorities including Sections 205 and 303(a) of

Executive Order 11246, will require participation as a condition of the award. This program offers extensive compliance assistance with EO 11246. For more information regarding this program, see <https://www.dol.gov/agencies/ofccp/construction/mega-program>.

### **OPERATIONS WORKFORCE CONTINUITY PLAN (MAY 2024)**

The Recipient must furnish an Operations Workforce Continuity Plan within 30 days of award notice. An Operations Workforce Continuity Plan template is provided at <https://www.energy.gov/infrastructure/reporting-checklists> for administrative convenience. If the template is not used, the Recipient must ensure that all of the information requested in the template is provided. A report on the recipient's progress toward meeting the objectives and milestones set forth in the Operations Workforce Continuity Plan due not less than 90 days prior to each 12-18 month increment or as otherwise directed by the Grants Officer/Contracting Officer.

If at any time it becomes apparent that the Recipient is non-compliant with their Workforce Continuity Plan, additional reporting may be required.

### **CONSTRUCTION SIGNAGE (MAY 2024)**

The recipient is encouraged to display DOE Investing in America signage during and after construction. Guidance can be found at: (<https://www.energy.gov/design>). Proposed signage costs that meet these specifications are an allowable cost and may be included in the proposed project budget.

### **FY23 SECTION 309 AUTHORITY – UNCONDITIONAL TITLE VESTING**

Pursuant to the FY23 Consolidated Appropriations Act (Pub. L. No. 117-328), Division D, Title III, Section 309 (“Section 309 authority”), the Secretary of Energy, or the Secretary’s designee may, at their discretion, vest unconditional title or other property interests acquired under this project in the award recipient, subrecipient, or successor in interest, regardless of the fair market value of the property, at the conclusion of the award period. Under this award, if requested by the Recipient, DOE will not unreasonably withhold exercising Section 309 authority to vest unconditional title or other property interests acquired under this project in equipment and real property in the Recipient at the conclusion of the award period, provided that the Recipient satisfies the following conditions. Recipient agrees to:

1. comply with award terms and conditions, including all applicable DOE program requirements, including any amendments;
2. use the equipment or real property during the award period for its originally authorized project purpose;
3. complete all tasks, objectives, and milestones included in Attachment 2, Statement of Project Objectives;
4. certify that it will not sell or transfer the equipment or real property to a Foreign Country of Risk or State Sponsor of Terrorism, or to an entity owned, controlled by, incorporated in, or located in those countries, after the conclusion of the award period; and
5. ensure installed grid assets were installed appropriately, contributing to safe and reliable delivery of electric service as appropriate, and are maintained appropriately to ensure their anticipated service lives.

Recipient is required to advise DOE on its progress on the above conditions at various points throughout the life of the award, including but not limited to, continuations, go/no-go decision points, and budget periods. DOE will require a final presentation and/or written narrative by Recipient immediately prior to the conclusion of the award period for the Recipient to demonstrate to DOE’s satisfaction that it has satisfied the above conditions, prior to DOE effecting any final transfer of title under Section 309. After any disposition of DOE’s reversionary

interest, a continuing agreement between Recipient and DOE may nonetheless remain in place to fulfill other award requirements or to properly effectuate the exercise of Section 309 authority (if not otherwise incorporated into the award), regardless of the success of the project or ongoing performance under this award.



# ATTACHMENT 1



## Department of Energy

### Standard Intellectual Property (IP) Provisions for Financial Assistance Awards issued ON OR AFTER October 1, 2021

<b>Recipient Name</b>	Public Utility District No. 1 of Snohomish County
<b>Award Number</b>	DE-GD0000905
<b>Type of Award</b>	Grant
<b>Type of Project</b>	Non-R&D
<b>Type of Recipient</b>	Large Business, Government Entity or Foreign
<b>US Manufacture/DEC</b>	US Comp. (S&E DEC)
<b>Patent Waiver</b>	No
<b>Special Data Statute</b>	None -- No Special Data (Unlimited Rights)

<b>Supplemental Instructions</b>	None
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<b>DOE IP Clause Number</b>	NRD-821
<b>Data Rights</b>	No Data Clause
<b>Patent Rights</b>	No Patent Clause
<b>USM Requirements</b>	No Patent Clause

#### Provisions



## Department of Energy

Intellectual property rights are subject to 2 CFR 200.315 (e.g. institution of higher education or nonprofit organizations) or 2 CFR 910.362 (e.g. for-profit).

**DE-GD0000905  
ATTACHMENT 2****STATEMENT OF PROJECT OBJECTIVES (SOPO)**

Bipartisan Infrastructure Law (BIL) - Snohomish County PUD's  
Secure Modern Automated and Reliable Technology Project  
SnoSMART Project

**A. OBJECTIVES**

The Recipient aims to move smart grid capabilities from our centralized substations into the distribution grid via two core elements: Distribution Automation Infrastructure (DAI) and a modern Supervisory Control And Data Acquisition/Advanced Distribution Management System (SCADA/ADMS). The DAI element will install hundreds of wireless-connected smart grid devices. The SCADA/ADMS element will install the software capabilities that will leverage the DAI devices.

The DAI element will deploy smart switches used to minimize impacts of outages, voltage control devices used to optimize grid voltage control, and wildfire mitigation equipment in areas with highest wildfire risk.

The SCADA element includes software system design, configuration, testing and implementation of the core software including an Outage Management System (OMS). The ADMS module is added on to the core SCADA system. The ADMS element includes software system design, configuration, testing and implementation of the Fault Location Isolation and Service Restoration (FLISR) and Voltage and VAR Optimization (VVO) smart grid modules.

**B. SCOPE OF WORK**

The DAI element will install hundreds of smart grid switching devices, voltage regulation devices, and wildfire mitigation devices in the northern and eastern parts of the Recipient's service territory.

- The Recipient will develop and test the configuration and communication settings for each type of device in the Recipient's smart grid test lab in preparation for deployment.
- The Recipient will determine the optimal smart switch locations in each substation area through a cross-functional design process.
- The Recipient will engineer, install, and commission smart switches on a substation area by substation area basis for the approximately 40 substations.
- The Recipient will retrofit existing voltage control equipment with communication-enabled control panels.
- The Recipient will replace expulsion fuses in high wildfire risk areas with communication-enabled single-phase reclosers.
- The Recipient will install approximately 500 smart switches, 350 single-phase reclosers, 100 voltage regulator control panels, and 10 capacitor bank controllers as part of the project.

The SCADA/ADMS element will replace Recipient's existing systems with a modern SCADA/ADMS software system. The scope of work includes:

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- Replacement of the legacy SCADA/OMS system. The Recipient will install the core functionality to enable communication with the DAI equipment and remote control capabilities.
- ADMS system replacement. The ADMS software is used to enable the smart grid applications including FLISR and VVO. These functionalities will be commissioned in a demonstration area at the end of the project.

Recipient will partner with labor, local government, regulatory, and emergency management organizations to ensure project activities align with community priorities and that benefits are realized to the greatest extent by Justice 40 tribes and disadvantaged communities. The Recipient will specifically build upon partnerships involving resiliency, clean energy, and decarbonization initiatives and projects already underway.

**C. TASKS TO BE PERFORMED****Task 1.0: Project Management and Planning****Subtask 1.1: Project Management Plan (PMP):**

Within 30 days of award, the Recipient will provide the Project Management Plan (PMP) to the designated Federal Project Officer (FPO). The Recipient will not proceed beyond Task 1.0 until the PMP has been accepted by the FPO.

The PMP will be revised and resubmitted as often as necessary, during the course of the project, to capture any major/significant changes to the planned approach, budget, key personnel, major resources, etc.

The Recipient will manage and direct the project in accordance with the accepted PMP to meet all technical, schedule and budget objectives and requirements. The Recipient will coordinate activities to effectively accomplish the work. The Recipient will ensure that project plans, results, and decisions are appropriately documented, and that project reporting and briefing requirements are satisfied.

**Subtask 1.2: Community Benefits Plan**

Within 30 days of award, the Recipient will revise the Community Benefits Plan (CBP) and submit to the designated Federal Project Officer (FPO). The Recipient will not proceed beyond Task 1.0 until the CBP has been accepted by the FPO.

The CBP will be revised and resubmitted as often as necessary, during the project execution, to capture any major/significant changes to the CBP with regard to the four priority goals; Community and Labor Engagement; Investing in the American Workforce; Diversity, Equity, Inclusion, and Accessibility; and Justice 40 Initiative.

The Recipient will coordinate activities to effectively implement the CBP goals. The Recipient will ensure that metrics, SMART community benefits plan commitments, and outcomes are appropriately documented, and that reporting and briefing requirements to stakeholders are satisfied.

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As required, the Recipient will provide the documentation necessary for NEPA compliance.

**Subtask 1.4: Cybersecurity Plan (CSP)**

The CSP will be revised and resubmitted as often as necessary, during the course of the project, to capture any major/significant changes.

**Subtask 1.5: Regulatory, State, Local, Regional, and/or Federal Approval**

As applicable, the Recipient will secure and maintain relevant regulatory agency, state, local, regional, and/or federal agencies approvals.

**Phase 1 – Design, Permitting and Siting****Task 2.0 – Distribution Automation Infrastructure Element**

The work associated with this task includes the design, development and testing for each unique DAI device type.

**Subtask 2.1 – Substation Area Switching Design**

A cross-functional team will identify the ideal locations for smart switch devices considering both engineering and field operation perspectives. This subtask will be executed once for each of the approximately forty substation areas.

**Subtask 2.2 – Smart Grid Device Development**

Subtask 2.2.1: The Recipient will develop the device configurations and radio system communication settings for each type of smart switch. Recipient will verify device configurations and communication settings using Recipient's smart grid test lab.

Subtask 2.2.2: The Recipient will develop the device configurations and radio system communication settings for each type of voltage regulation device. The Recipient will verify device configurations and communication settings using Recipient's smart grid test lab.

Subtask 2.2.3: The Recipient will develop the device configurations and radio system communication settings for each type of wildfire mitigation device. The Recipient will verify device configurations and communication settings using Recipient's smart grid test lab.

Subtask 2.2.4: The Recipient will create the device settings and construction drawings for each type of smart switch and work with local authorities to acquire necessary construction and traffic permits.

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Subtask 2.2.5: The Recipient will create the device settings and construction drawings for each type of voltage regulator and work with local authorities to acquire necessary construction and traffic permits.

Subtask 2.2.6: The Recipient will create the device settings and construction drawings for each type of wildfire mitigation device and work with local authorities to acquire necessary construction and traffic permits.

**Task 3.0 – SCADA/ADMS Element**

The SCADA/ADMS element task consists of the vendor selection and design of the base SCADA/OMS system.

**Subtask 3.1 – SCADA/ADMS Initiate**

The Recipient will evaluate proposals, select a vendor, and negotiate and sign a contract with the SCADA/OMS/ADMS vendor (vendor), establish teams, refine project schedule with vendor input, and define system architecture.

**Subtask 3.2 – SCADA Define**

The Recipient will define use cases, business process, and identify system requirements and customizations.

**Subtask 3.3 – SCADA Design**

The Recipient will hold design workshops to design software configurations, computer hardware, data models, and enterprise system integrations. Designs are reviewed and approved by Recipient and vendor.

**Phase 2 – Procurement and Acquisition (Materials and Services)****Task 4: DAI Procurement**

The Recipient will request competitive bids, award contract(s), and set up an equipment ordering schedule to ensure adequate equipment throughout the DAI deployment.

Subtask 4.1: The Recipient will procure the smart switches needed for the project.

Subtask 4.2: The Recipient will procure the voltage regulation equipment needed for the project.

Subtask 4.3: The Recipient will procure the wildfire mitigation equipment needed for the project.

**Task 5 – SCADA System Procurement**

The Recipient will order and install computer hardware and software per the design requirements.

**Phase 3 – Construction and Deployment****Task 6: DAI Deployment****Subtask 6.1 – Smart Switch Deployment**

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The Recipient will install smart switches. This Recipient will construct and verify communications for each of the hundreds of smart switching devices.

**Subtask 6.2 – Voltage Regulation Element Deployment**

The Recipient will then construct and verify communications for each of the approximately 130 voltage regulation devices.

**Subtask 6.3 – Wildfire Mitigation Deployment**

The Recipient will construct and verify communications for each of the hundreds of wildfire mitigation devices.

**Task 7: SCADA Deployment**

The Recipient will create interfaces to enterprise systems and build data models per design requirements.

**Phase 4 – Testing and Commissioning****Task 8.0 - DAI Equipment Commissioning**

The Recipient will verify each DAI device (smart switch, voltage regulator, wildfire mitigation device) is functioning correctly and commission the devices in the SCADA system. Upon commissioning each DAI device will provide value to system operators through increased system visibility and remote control capabilities.

**Task 9.0 – SCADA Commissioning****Subtask 9.1 – SCADA Test Planning**

The Recipient will develop test cases and prepare for software acceptance tests.

**Subtask 9.2 – SCADA Testing Phase**

The Recipient will verify software meets design criteria and all integrations are complete.

**Subtask 9.3 – SCADA Training**

The Recipient will receive software training from the vendor and train all Recipient end users.

**Subtask 9.4 – SCADA Cutover**

The Recipient will prepare for and switch over to the new SCADA/OMS system.

**Task 10.0 – ADMS Module Commissioning****Subtask 10.1 – ADMS Module Test Planning**

The Recipient will develop test cases and prepare for software acceptance tests for ADMS modules.

**Subtask 10.2 – ADMS Module Testing Phase**

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The Recipient will verify ADMS software meets design criteria, and all integrations are complete.

**Subtask 10.3 – ADMS Module Training**

The Recipient will receive ADMS software training from the vendor and train all Recipient end users.

**Subtask 10.4 – ADMS Module Cutover**

The Recipient will prepare for and switch over to the new ADMS system. The criterion for the successful SCADA/ADMS system cutover to production are: 1) DAI equipment is installed and fully integrated with the SCADA/ADMS system; 2) The ADMS FLISR and VVO modules are enabled in the demonstration area.

**Task 11 - Project Final report**

The Recipient will produce a final project report which summarizes the overall project design, implementation and testing results.

**D. DELIVERABLES**

Subtask 1.1: Project Management Plan as outlined above.

Subtask 1.2 Community Benefits Plan as outlined above.

Subtask 1.3: NEPA Compliance (as applicable)

Subtask 1.4: Cybersecurity Plan as outlined above.

Task 11: Final project report due within 90 days after the completion of the task.

Technical Go/No Go Decision Briefings Document(s): Due within 5 days before the Go/No-Go decision briefing.

Final Project Accomplishments (format to be provided by the FPM): Due 30 days prior to the end of the performance period.

In addition to the deliverables listed above, the Recipient will submit all periodic, topical, final, and other reports in accordance with the Federal Assistance Reporting Checklist and accompanying instructions.

**E. BRIEFINGS/TECHNICAL PRESENTATIONS**

The Recipient will prepare, and present periodic briefings, technical presentations and demonstrations as requested by the Federal Project Officer, which may be held at a DOE or the Recipient's facility, other mutually agreeable location, or via webinar. Such meetings may include all or a combination of the following:

**Kickoff Briefing** - Not more than 60 days after submission of the Project Management Plan, the Recipient will prepare and present a project summary briefing as part of a Project Kickoff Meeting.



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**Technical Go/No Go Decision Briefings** – Not less than 90 days prior to each 12-18 month increment, the Recipient will brief the DOE on the performance relative to project success criteria, milestones, Go/No-Go Decision point metrics that are documented in the Project Management Plan (PMP), and their plans for the subsequent periods of work. The Go/No-Go Decision will be based on the successful completion of both the work relative to the milestones and metrics as defined in the PMP (including approval of associated deliverables) as well as meeting the established milestones defined in the Community Benefits Outcomes and Objectives (CBOO) for the given performance period. A determination will then be provided as written authorization from the DOE Contracting Officer (CO) to proceed in accordance with the award terms and conditions. The DOE will consider the information from this briefing, as well as the content of deliverables submitted to date, prior to authorizing continuing the project.

**Final Project Briefing** - Not less than 30 days prior to the end of the project, the Recipient will prepare and present a Final Project Briefing on the results and accomplishments of the entire project.

**Other Briefings** – The Recipient will prepare and present technical, financial, and/or administrative briefings as requested by the DOE. A project technical review briefing will be conducted no less than annually. Additionally, the DOE may require Recipients to make technical presentations at national and/or industry conferences.





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4. Reporting Requirements (see also the Special Instructions)	Frequency	Addresses
<p><b>V. BIPARTISAN INFRASTRUCTURE LAW/INFLATION REDUCTION ACT REPORTING</b></p> <p><input checked="" type="checkbox"/> A. Community Benefits Report</p> <p><input type="checkbox"/> B. Boosting Domestic Manufacturing</p> <p><input checked="" type="checkbox"/> C. Quality Job Creation</p> <p style="padding-left: 20px;"><input checked="" type="checkbox"/> 1. Direct Jobs</p> <p style="padding-left: 20px;"><input checked="" type="checkbox"/> 2. Training Outcomes</p> <p style="padding-left: 20px;"><input checked="" type="checkbox"/> 3. Good Jobs Outcomes</p> <p style="padding-left: 20px;"><input checked="" type="checkbox"/> 4. Permanent Jobs</p> <p><input checked="" type="checkbox"/> D. Equity and Justice</p> <p style="padding-left: 20px;"><input checked="" type="checkbox"/> 1. Community Engagement Process</p> <p style="padding-left: 20px;"><input checked="" type="checkbox"/> 2. Engagement Events and Technical Assistance</p> <p style="padding-left: 20px;"><input checked="" type="checkbox"/> 3. Community Ownership</p> <p><input type="checkbox"/> E. Pathway to Net-Zero</p> <p style="padding-left: 20px;"><input type="checkbox"/> 1. Infrastructure Supported</p> <p style="padding-left: 20px;"><input type="checkbox"/> 2. Hydrogen Production</p> <p style="padding-left: 20px;"><input type="checkbox"/> 3. Carbon Capture, Removal, and Storage</p> <p style="padding-left: 20px;"><input type="checkbox"/> 4. Energy Saved</p> <p><input checked="" type="checkbox"/> F. Davis Bacon Act Semi-Annual Labor Compliance Report</p>	<p style="text-align: center;">Y</p> <p style="text-align: center;">A5, Y, F</p> <p style="text-align: center;">A5</p> <p style="text-align: center;">A5, Y, F</p> <p style="text-align: center;">A5, Y, F</p> <p style="text-align: center;">Q</p> <p style="text-align: center;">Q</p> <p style="text-align: center;">Q</p> <p style="text-align: center;">Q</p> <p style="text-align: center;">A5, Y, F</p> <p style="text-align: center;">A5, Y, F</p> <p style="text-align: center;">A5, Y, F</p> <p style="text-align: center;">A5, Y, F</p> <p style="text-align: center;">A5</p>	<p>A. <a href="#">EERE PMC</a></p> <p>B. <a href="#">EERE PMC</a></p> <p>C.1. See Section V. C. I for instructions and due dates.</p> <p>C.2. <a href="#">EERE PMC</a></p> <p>C.3. <a href="#">EERE PMC</a></p> <p>C.4. <a href="#">EERE PMC</a></p> <p>D.1. <a href="#">EERE PMC</a></p> <p>D.2. <a href="#">EERE PMC</a></p> <p>D.3. <a href="#">EERE PMC</a></p> <p>E.1. <a href="#">EERE PMC</a></p> <p>E.2. <a href="#">EERE PMC</a></p> <p>E.3. <a href="#">EERE PMC</a></p> <p>E.4. <a href="#">EERE PMC</a></p> <p>F. <a href="#">EERE PMC</a></p>

**FREQUENCY CODES AND DUE DATES:**

**A5 – As Specified or within five (5) calendar days after the event.**

**F – Final; within 120 calendar days after expiration or termination of the award.**

**O – Other: See instructions for further details.**

**P – Post-project (after the period of performance); within five (5) calendar days after the event, or as specified.**

**Q – Quarterly; within 30 calendar days after the end of the federal fiscal year quarter.**

**S – Semiannually; within 30 days after end of the reporting period.**

**Y – Yearly; within 90 calendar days after the end of the federal fiscal year or termination of the award.**

**Y180 – Yearly; within 180 calendar days after the close of the recipient’s fiscal year.**

**FULL URLS:**

**OSTI E-Link:** <https://www.osti.gov/elink/2413-submission.jsp>

**OSTI E-Link Datasets:** <https://www.osti.gov/elink/2416-submission.jsp>

**DOE CODE:** <https://www.osti.gov/doecode/>

**iEdison:** <https://www.nist.gov/iedison>

**EERE PMC:** <https://www.eere-pmc.energy.gov/SubmitReports.aspx>

**FSRS:** <https://www.fsr.gov>

**5. Special Instructions:**

**Recipient’s fiscal year end date: 12/31**

No indirect costs proposed

De minimis rate used/No fringe proposed

**I. Project Management Reporting:**

**I. Other**

If deliverables are identified in the Statement of Project Objectives, Award Attachment 2, the Recipient will submit the deliverables in accordance with the instructions contained therein.



# Federal Assistance Reporting Checklist

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## Reporting Instructions (02/2024)

**\*\*\* Throughout the performance of the project, it is important that you mark Protected Data/Limited Rights Data as described in Appendix A. It is equally important that you not submit Protected Personally Identifiable Information (Protected PII) to DOE. See Appendix A for guidance on Protected PII. \*\*\***

### I. Project Management Reporting

#### A. Performance Report Narrative (PRN)

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Within 30 calendar days after the end of the quarterly reporting period (January 30, April 30, July 30, October 30)

Every quarter, the prime recipient is required to submit a Performance Report - Narrative (PRN) and a [Performance Report Quantitative \(PRQ\)](#) for the project. Together these two documents summarize the entirety of work performed by the prime recipient, subrecipients, and contractors. The Performance Report - Narrative contains qualitative information on the project progress. The Performance Report - Quantitative captures quantitative information on the project progress. The PRN must include the following information. A template is available at: <https://www.energy.gov/infrastructure/reporting-checklists>.

#### 1. Cover Page

- a. Federal Agency and Organization Element to Which Report is Submitted
- b. Federal Grant or Other Identifying Number Assigned by Agency
- c. Project Title
- d. Program Director/Principal Investigator/Lead Project Manager (PD/PI) Name, Title, and Contact Information (e-mail address and phone number)
- e. Business Contact Name, Title, and Contact Information (e-mail address and phone number)
- f. Submission Date
- g. Recipient Organization (Name and Address)
- h. Period of Performance (Start Date, End Date)
- i. Budget Period (Start Date, End Date)
- j. Reporting Period (Start Date, End Date)
- k. Certification by the Submitting Official that includes: Signature of Submitting Official (electronic signatures (i.e., Adobe Acrobat) are acceptable); date of signature; and the following certification statement:



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By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001, Section 287 and Title 31, Sections 3729-3730). I further understand and agree that the information contained in this report are material to Federal agency's funding decisions and I have an ongoing responsibility to promptly update the report within the time frames stated in the terms and conditions of the above referenced Award, to ensure that my responses remain accurate and complete.

## 2. Summary

The purpose of the Summary is to describe a high-level status on the items listed below. This section should be a mix of short paragraphs and bullet points.

### Major Goals and Objectives

Provide a summary of the major project goals and objectives. This should be the same from quarter to quarter and align with the Statement of Project Objectives (SOPO)/Statement of Work (SOW).

### Technical Achievement(s)

Provide a summary of all significant technical progress of the project in achieving objective and programmatic goals during the life of the project. This should include key outcomes or other achievements, such as major findings, developments, or conclusions (both positive and negative), information dissemination, etc. This section should be a cumulative summary of technical achievements with newly added comments for the current reporting period highlighted.

### Impact

State how the findings, results, or techniques developed in this project will continue to make an impact on the specific fields of research in this project and in other disciplines, which may include training and educational experiences; human resource development in science, engineering, and technology; technology transfer; and societal impacts.

### Project Schedule Status

Provide a narrative summary of the status of tasks with respect to the plan for the quarter and budget period. If deviations from the schedule are noted, describe the impacts and mitigation alternatives that are in place or planned in the Changes/Problems section below.





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## Project Budget Status

Provide a summary of the project expenditures and costs with respect to the plan for the quarter and budget period. If applicable, describe the variance, associated impacts, and mitigation alternatives that are in place or planned in the Changes/Problems section below.

## Changes/Problems

Include any planned or anticipated changes to scope, schedule, or budget. Proposed award modifications noted solely within a Performance Report do not constitute a proposed award modification. Significant changes to the award scope, schedule, and budget must be submitted to the Grants Management Specialist/Contract Specialist and the Project Officer and must be approved by the Contracting Officer/Grants and Agreements Officer. If there is nothing significant to report during this reporting period, state "Nothing to Report."

## Key Personnel Changes

Describe planned or actual changes in principal investigator, business contacts, or senior/key personnel and the impact to achieving project objectives.

## Scope Issues

Describe issues with completing the required project scope identified in the SOPO/SOW, the impacts to achieving project objectives and program goals if applicable, and proposed mitigation alternatives. The quantitative impact to achievement of Technical Milestones and Go/No Go decision points and key deliverables should also be addressed.

## Schedule Issues

Describe issues with achieving the planned activities identified in the project schedule and the impact to the award budget period end dates and the overall award period of performance. The quantitative impact to the timing of Technical Milestones and Go/No Go decision points, and key deliverables should also be addressed.

## Budget Issues

Describe changes during the reporting period that may have a significant positive or negative impact on expenditures or the overall budget.

### 3. Special Reporting

Respond to any special reporting requirements specified in the award Terms and Conditions, as well as any award specific reporting requirements outlined in the FARC Special Instructions.



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## B. Performance Report Quantitative (PRQ)

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Within 30 calendar days after the end of the quarterly reporting period (January 30, April 30, July 30, October 30)

Every quarter, the prime recipient is required to submit a [Performance Report Narrative \(PRN\)](#) and a Performance Report - Quantitative (PRQ) for the project. Together these two documents summarize the entirety of work performed by the prime recipient, subrecipients, and contractors. The Performance Report - Narrative contains qualitative information on the project progress. The Performance Report - Quantitative captures quantitative information on the project progress. The PRQ must include the following information. A template is available at: <https://www.energy.gov/infrastructure/reporting-checklists>.

### 1. Organizations

Identify all subrecipients, contractors, U.S. National Laboratories, partners, and collaborating organizations. Recipients must also include all foreign collaborators as outlined in the Foreign Collaboration Considerations term of the award Terms and Conditions. For each, provide name, UEI, zip code or latitude/longitude, role in the project, contribution to the project, and start and end date.

### 2. Tasks and Milestones

Enter all tasks and milestones identified in your Statement of Project Objectives (SOP), Project Management Plan (PMP), or other document which outlines your project scope, schedule and budget, Community Benefits Plan (CBP), and Cybersecurity Plan (if directed by your DOE Project Team). Each quarter, update the status of the task/milestone, the physical percent complete, and, when applicable, the actual month complete.

### 3. Contractual Cost Summary

For each subrecipient and contractor working on the project (excluding FFRDCs), provide a summary of the work, approved budget, and actual expenses.

### 4. Cost Summary

Using your approved budget, enter the project costs by budget category and report actual expenses each quarter. Also include budgeted and actual recipient cost share.

### 5. Spend Plan

For both federal and recipient cost share, enter the planned spending for the entire project period. Planned spend means when the project team anticipates incurring costs. Each quarter, update with actual federal and recipient spend.



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## 6. Earned Value Management

When required by your DOE project team, complete the table for Earned Value Management.

## 7. Products

### What has the project produced?

List any products resulting from the project during the reporting period. Specific product submission instructions can be found in [Scientific and Technical Reporting](#). Examples of products include: publications, conference papers, and presentations; website(s); technologies or techniques; inventions, patent applications, and/or licenses; and other products, such as data or databases, physical collections, audio or video products, software or NetWare, models, educational aids or curricula, instruments or equipment, research material, interventions (e.g., clinical or educational), new business creation or any other public release of information related to the project.

#### a. Publications, conference papers, and presentations

Report the publication(s) resulting from the work under this award.

Please note: Recipients must use the DOE acknowledgement and legal disclaimer language as described in the Special Terms and Conditions.

The recipient is reminded that all data produced under the award should comply with the award's data management plan (DMP). The DMP provides a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publication. At a minimum, the DMP (1) describes how data sharing and preservation will enable validation of the results from the proposed work, how the results could be validated if data are not shared or preserved and (2) has a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publications.

#### i. Accepted Manuscript(s) of Journal Article

List peer-reviewed articles or papers that have been submitted for publication in scientific, technical, or professional journals. Include any paper submitted for peer-reviewed publication in the periodically published proceedings of a scientific society, a conference, or the like. A publication in the proceedings of a one-time conference, not part of a series, should be reported under "Books or other non-periodical, one-time publications."

Identify for each publication: Author(s); title; journal; volume; year; page numbers; status of publication (published; accepted, awaiting publication;



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submitted, under review; other); acknowledgement of federal support (yes/no); legal disclaimer language (yes/no). Also see instructions under II.

**Scientific/Technical Reporting** regarding the submission of accepted manuscripts and other STI as appropriate.

**ii. Books or other non-periodical, one-time publications**

Report any book, monograph, dissertation, abstract, or the like published as or in a separate publication, rather than a periodical or series. Include any significant publication in the proceedings of a one-time conference or in the report of a one-time study, commission, or the like.

Identify for each one-time publication: author(s); title; editor; title of collection, if applicable; bibliographic information; year; type of publication (book, thesis or dissertation, other); status of publication (published; accepted, awaiting publication; submitted, under review; other); acknowledgement of federal support (yes/no); legal disclaimer language (yes/no).

**iii. Other publications, conference papers and presentations**

Identify any other publications, conference papers and/or presentations not reported above. Specify the status of the publication as noted above.

**b. Website(s)**

List the URL for any Internet site(s) that disseminates the results of the research activities. A short description of each site should be provided. It is not necessary to include the publications already specified above in this section.

**c. Technologies or techniques**

Identify technologies or techniques that have resulted from the research activities. Describe the technologies or techniques and how they are being shared.

**d. Inventions, patent applications, and/or licenses**

Identify inventions, patent applications with date, and/or licenses that have resulted from the research. Submission of this information as part of an interim report or Final Technical Report is not a substitute for any other invention reporting required under the terms and conditions of an award.

**e. Other products**

Identify any other significant products that were developed under this project. Describe the product and how it is being shared. Examples of other products are: Data or databases; Physical collections; Audio or video products; Software or NetWare; Models; Educational aids or curricula; Instruments or equipment; Research material (e.g., germplasm, cell lines, DNA probes, animal models); Interventions (e.g. clinical, educational); new business creation; and Other.



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### 8. Participants

The following information on participants (individuals) was provided during award negotiations. On a quarterly basis, provide updates as needed. For most projects, recipients must identify and provide specific information for the following individuals at the prime and subrecipient level: (1) all senior and key personnel (including project director(s)/principal investigator(s)); and (2) each person who has worked or is expected to work at least 160 hours on the project at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort). In limited circumstances, typically large-scale construction projects, recipients are only required to report on (1) senior and key personnel for the prime recipient and subrecipients. Please refer to the Participants and Other Collaborating Organizations Term in your award Terms and Conditions to determine what level of reporting is required for your specific award.

#### a. What individuals have worked on the project?

Provide the following information for individuals at the prime recipient and subrecipient level: (1) all senior and key personnel; and (2) each person who has worked or is expected to work at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort).

- i. Name
- ii. Organization
- iii. Job Title
- iv. Role in the project
- v. Start and end date (month and year) working on the project
- vi. State, U.S. territory, and/or country of residence
- vii. Whether this person collaborated with an individual or entity located in a foreign country in connection with the scope of this Award, and
- viii. If yes to a.vii, whether the person traveled to the foreign country as part of that collaboration, and, if so, where and what the duration of stay was.

### 9. Special Reporting Requirements

Respond to any special reporting requirements specified in the award terms and conditions, as well as any award specific reporting requirements.

### C. Financial Report SF-425 Federal Financial Report

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Within 30 calendar days after the end of the quarterly reporting period (January 30, April 30, July 30, October 30) <b>and</b> within 120 calendar days after expiration or termination of the award



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Every quarter, the prime recipient is required to submit a completed SF-425 for the project to DOE, covering the entirety of work performed by the prime recipient, subrecipients, and contractors – to DOE. A fillable version of the SF-425 is available at <https://www.grants.gov/forms/forms-repository/post-award-reporting-forms>.

### D. Scientific and Technical Reporting

The dissemination of scientific and technical information (STI) ensures public access to the results of federally funded research. STI refers to information products in any medium or format used to convey results, findings, or technical innovations from research and development or other scientific and technological work that are prepared with the intention of being preserved and disseminated in the broadest sense applicable (i.e., to the public or, in the case of controlled unclassified information or classified information, disseminated among authorized individuals). By properly submitting STI to DOE Energy Link System (E-Link), the information will be made available to the public through OSTI.GOV.

**NOTE: SCIENTIFIC/TECHNICAL PRODUCTS INTENDED FOR PUBLIC RELEASE MUST NOT CONTAIN PROTECTED PERSONALLY IDENTIFIABLE INFORMATION (PII).** Please refer to **Appendix A for more information.**

#### 1. Accepted Manuscript of Journal Article

Submit to:	DOE Energy Link System (E-Link) available at <a href="https://www.osti.gov/elink/2413-submission.jsp">https://www.osti.gov/elink/2413-submission.jsp</a>
Submission deadline:	No later than the published online date of the article

Public access to scholarly publications is enabled by providing the Accepted Manuscript (AM) of the Journal Article to DOE OSTI and is consistent with the U.S. Government's retained license to published results of federally-funded research. If the recipient has a journal article accepted for publication which includes information/data produced under the award, then the recipient must submit an Announcement Notice (AN) 241.3, as described below, no later than the published online date of the article.

**Content.** The recipient is to provide the final peer-reviewed AM, i.e., the version of a journal article that has been peer reviewed and accepted for publication in a journal. Do NOT submit the journal's published version of the article, i.e., do NOT submit a copyrighted reprint.

DOE will make no additional review of the content of the AM because the AM is the version of the journal article with the content to be published (i.e., publicly released) by the journal publisher.



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The recipient must self-certify at the time of submission to DOE via E-Link that the content is appropriate and that it is not a copyrighted reprint, i.e., the final version of the published article. Recipients are reminded that the article is to include an acknowledgement of federal support and a legal disclaimer as required in the “Publications” Term in the award Special Terms and Conditions.

The recipient is also reminded that all data produced under the award should comply with the award’s data management plan (DMP). The DMP provides a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publication. At a minimum, the DMP (1) describes how data sharing and preservation will enable validation of the results from the proposed work, how the results could be validated if data are not shared or preserved and (2) has a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publications.

Electronic Submission Process. The AM of the Journal Article must be provided electronically via the DOE Energy Link System (E-Link) and must be accompanied by a completed DOE Announcement Notice (AN) 241.3 (<https://www.osti.gov/elink/2413-submission.jsp>).

## 2. Conference Product(s)

Submit to:	DOE Energy Link System (E-Link) available at <a href="https://www.osti.gov/elink/2413-submission.jsp">https://www.osti.gov/elink/2413-submission.jsp</a>
Submission deadline:	Within five (5) calendar days after the event, or as specified

The recipient must submit a copy of any scientific/technical conference papers, proceedings, or presentations.

Content: The content should include a copy of the paper, presentation, or proceeding and: (1) name of conference; (2) location of conference; (3) date of conference; and (4) conference sponsor. Also include an acknowledgement of federal support and a legal disclaimer as described in the Special Terms and Conditions.

Electronic Submission Process: Scientific/technical conference proceedings, papers/presentations or must be submitted via the DOE Energy Link System (E-Link) with a completed DOE Announcement Notice (AN) 241.3 (<https://www.osti.gov/elink/2413-submission.jsp>).

The recipient is responsible for ensuring the suitability of the content for public release. The terms and conditions of award provide that submissions must not contain any Protected Personally Identifiable Information (PII), limited rights data (proprietary data),



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classified information, information subject to export control classification, or other information not subject to release.

### 3. Technical Report(s)

Submit to:	DOE Energy Link System (E-Link) available at <a href="https://www.osti.gov/elink/2413-submission.jsp">https://www.osti.gov/elink/2413-submission.jsp</a>
Submission deadline:	Within five (5) calendar days after the event, or as specified

The recipient must submit a copy of any scientific/technical reports.

Content: The content should include a copy of the report as well as an acknowledgement of federal support and a legal disclaimer as described in the Special Terms and Conditions.

Electronic Submission Process: Scientific/technical reports must be submitted via the DOE Energy Link System (E-Link) with a completed DOE Announcement Notice (AN) 241.3 (<https://www.osti.gov/elink/2413-submission.jsp>).

The recipient is responsible for ensuring the suitability of the content for public release. The terms and conditions of award provide that submissions must not contain any Protected Personally Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

### 4. Software & Manual(s)

Submit to:	DOE CODE: <a href="https://www.osti.gov/doecode/">https://www.osti.gov/doecode/</a>
Submission deadline:	Within five (5) calendar days after the event, or as specified

The recipient must submit all software deliverables created under the award, as well as any accompanying documentation or manuals.

DOE CODE is DOE's software services platform for submitting and searching for software resulting from DOE-funded research. Through submission to DOE CODE, users have the option to obtain a Digital Object Identifier (DOI) for the code, making it more easily discoverable, citable, and shared.

Content. When a recipient submits software to OSTI through DOE CODE, a set of required metadata elements and a link to the software repository must be provided.





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Submission Process. Recipients will submit software by going to <https://www.osti.gov/doecode/>. Before submissions can be made, the recipient will be required to create an account. The recipient may create an account by visiting the top right of the DOE CODE homepage. Once the account is created, submissions may be made through the submit software/code link on the homepage. For more information about DOE CODE please visit <https://www.osti.gov/doecode/faq>.

### 5. Dataset(s)

Submit to:	DOE Energy Link System (E-Link) available at <a href="https://www.osti.gov/mlink/241-6-submission.jsp">https://www.osti.gov/mlink/241-6-submission.jsp</a>
Submission deadline:	Within five (5) calendar days after the event, or as specified

Scientific/technical datasets (data-streams, data files, etc.) support the technical reports and published literature resulting from DOE-funded research. They are also recognized as valuable information entities in their own right that, now and in the future, need to be available for citation, discovery, retrieval, and reuse. The assignment and registration of a Digital Object Identifier (DOI) is a free service for DOE-funded researchers which is provided by OSTI to enhance access to this important resource. In order to obtain a DOI, provide to OSTI the specific data elements relevant to the dataset, as specified in DOE AN 241.6.

Content. If the recipient generates publicly available datasets resulting from work funded by DOE, they may announce these datasets to OSTI and have them registered with DataCite to obtain a DOI, which ensures long-term linkage between the DOI and the dataset's location. To register and publicly announce a dataset, the recipient must provide an AN 241.6, including the required data elements needed for describing the dataset. Note: Do NOT submit the dataset itself, only the metadata for registering the dataset, obtaining a DOI, and announcing its availability.

Electronic Submission Process. Notification of scientific datasets must be submitted electronically via the DOE Energy Link System (E-Link) and must be accompanied by a completed DOE Announcement Notice (AN) 241.6 (<https://www.osti.gov/mlink/241-6-submission.jsp>). Within the AN 241.6, provide relevant information about the dataset as well as the URL where the dataset can be accessed.

### 6. Other STI (Dissertation / Thesis, etc.)

Submit to:	<a href="https://www.osti.gov/mlink/2413-submission.jsp">https://www.osti.gov/mlink/2413-submission.jsp</a>
Submission deadline:	Within five (5) calendar days after the event, or as specified



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Recipients are encouraged to announce other forms of STI especially if they are the primary means by which certain research results are disseminated or if they contain research results not already announced to DOE by the recipient in technical reports, accepted journal articles, conference products, software, and datasets.

Other types of scientific and technical information produced which may be used for public dissemination of project results include: dissertation/thesis, patent, book, or other similar products. These types of STI may also be announced using DOE AN 241.3 by following instructions on the E-Link website (<https://www.osti.gov/mlink/2413-submission.jsp>).

## E. Intellectual Property Reporting

### 1. Intellectual Property Reporting

Submit to:	<a href="https://www.nist.gov/iedison">https://www.nist.gov/iedison</a>
Submission deadline:	Within five (5) calendar days after the event, or as specified

iEdison requires a login and password. If the recipient's organization does not already have an iEdison administrator account, the recipient may register for one at: [iEdison Registration](#).

In accordance with the patent rights clause of the award, the recipient and subrecipient(s), if any, must complete the following intellectual property reports in iEdison when applicable:

Disclosing a subject invention, including anticipated uses and sales (use iEdison's Invention Report);

Reporting publications, manuscript submissions, or other public disclosures concerning a subject invention (add documents to the Invention Report);

If authorized by the award agreement, electing (or declining) to retain title to a subject invention (modify the Invention Report and input "Title Election Date" or "Not Elect Title Reason");

Disclosing the filing or termination of patent applications on a subject invention (i.e., patent applications disclosing or claiming a subject invention). Patent disclosures must be made (using iEdison's Patent Report) for filing the following patent applications:

- An initial domestic patent application (including provisional or non-provisional);
- A domestic divisional or continuation patent application;



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- A domestic continuation-in-part application; and
- A foreign patent application.

Discontinuing prosecution of a patent application, maintenance of a patent, or defense in a patent reexamination or opposition proceeding, regardless of jurisdiction (modify the Patent Report); and,

Requesting an extension of time to:

- Elect (or decline) to retain title to a subject invention (modify the Invention Report); and
- File an initial domestic or foreign patent application (modify the Invention Report).

Failure to submit Intellectual Property Reporting Forms in a timely manner may result in forfeiture of the recipient's or subrecipient's rights in the subject inventions and related patent applications.

## 2. Invention Utilization Report

Submit to:	<a href="https://www.nist.gov/iedison">https://www.nist.gov/iedison</a>
Submission deadline:	For each subject invention, reports are due annually once the recipient or subrecipient elects to retain title to the subject invention and must continue to be provided for 10 years thereafter

The recipient and subrecipient(s) must provide Invention Utilization Reports for each subject invention that the recipient or subrecipient retains ownership. Reports are due annually starting one year after the recipient or subrecipient elects to take title and must continue to be provided for 10 years thereafter or until the recipient or subrecipient informs DOE in writing that it no longer wants to retain title in the subject invention. Failure to submit Invention Utilization Reports in a timely manner may result in forfeiture of the recipient's or subrecipient's rights in the subject inventions.

## F. Project Management Plan (PMP)

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Within six (6) weeks of the effective date of the award

### Iterations and Maintenance

The recipient is required to develop, update, and adhere to a project management plan. The purpose of the plan is to establish cost, schedule, and technical performance baselines, and to formalize the processes by which the project will be managed. These processes include considerations such as risk management, change management, and communications



management. While it is primarily the project recipient's responsibility to maintain the plan, federal staff may request changes. The plan is intended to be a living document, modified as necessary, and comprising the following iterations:

**Application Draft**

The recipient must submit a draft of the project management plan with the initial application for financial assistance.

**Negotiation Draft**

The selected recipient may be required by the selecting Office to revise its project management plan during the negotiation phase.

**Active Plan**

Following formal award of the financial assistance agreement, the recipient must submit an updated project management plan, to include any changes requested during negotiation and a timeline based upon the actual award date.

**1. Revised Plan(s)**

During the life of the project the recipient must submit a revised project management plan based on the following circumstances:

- a. Developments that have a significant favorable impact on the project.
- b. Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award or which may require the program office to respond to questions relating to such events from the public. Specifically, the recipient must update the plan when any of the following incidents occur:
  - i. Any event which is anticipated to cause significant schedule or cost changes, such as changes to the funding and costing profile or changes to the project timeline.
  - ii. Any change to Technology Readiness Level.
  - iii. Any significant change to risk events (including both potential and realized events) or to risk management strategies.
  - iv. Failure to meet a milestone or milestones; any dependencies should be adjusted.
  - v. Any changes to partnerships.
  - vi. Any significant change to facilities or other project resources.
  - vii. Any other incident that has the potential for high visibility in the media.

**2. Content of revised PMP**

**Project Title:** The DOE award number and project title



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**Recipient Organization:** Official name of the recipient organization

**Principal Investigator:** The name and title of the project director/ principal investigator

**Date of Plan:** The date the plan or plan revision was completed

The revised PMP must describe changes to any of the following sections of the PMP as well as provide updated versions of any logs, tables, charts, or timelines.

**a. Executive Summary:**

Provide a description of the project that includes the objective, project goals, and expected results. The description should include a high-level description of the technology, potential use or benefit of the technology, location of work sites and a brief discussion of work performed at each site, along with a description of project phases (if the project includes phases).

**b. Technology Readiness Levels (TRLs):**

Identify the readiness level of the technology associated with the project as well as the planned progression during project execution. A detailed explanation of the rationale for the estimated technology readiness level should be provided. Specific entry criteria for the next higher technology readiness level should be identified.

**c. Risk Management:**

Provide a summary description of the proposed approach to identify, analyze, and respond to potential risks associated with the proposed project. Project risk events are uncertain future events that, if realized, impact the success of the project. At a minimum, include the initial identification of significant technical, resource, and management issues that have the potential to impede project progress and strategies to minimize impacts from those issues. The risk management approach should be tailored to the TRL. If a project or task is expected to progress to a higher TRL, then the risk plan should address the retirement of any risks associated with the first TRL and identify new risks related to moving to the next TRL. Additionally, the risk management approach should include risk opportunities that if realized, could benefit the project.

**d. Milestone Log:**

Provide milestones for each budget period (or phase) of the project. Each milestone should include a title and planned completion date. Milestones should be quantitative (e.g., a date, a decision to be made, a key event) and show progress toward budget period and/or project goals. Milestones should also be important and few. Higher TRL projects (Demonstration and Deployment) typically have the most detailed milestone logs compared to lower TRL level projects (Research and Development). If applicable, milestones chosen should clearly reflect progress through various TRL stages.



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Note: The Milestone Status must present actual performance in comparison with the Milestone Log, and include:

- The actual status and progress of the project,
- Specific progress made toward achieving the project's milestones, and
- Any proposed changes in the project's schedule required to complete milestones.

**e. Funding and Costing Profile:**

Provide a table (the Project Funding Profile) that shows, by budget period, the amount of government funding going to each project team member. Also, a table (the Project Costing Profile) which projects, by month, the expenditure of both government and recipient funds for the first budget period, at a minimum. The Funding and Costing Profile should show the relationships with the Milestone Log (Item d above) and Project Timeline (Item f below); for example, Funding and Costing information could be shown as an overlay on milestone or timeline charts.

**f. Project Timeline:**

Provide a timeline of the project (similar to a Gantt chart) broken down by each task and subtask, as described in the Statement of Project Objectives. The timeline should include a start date and end date for each task, as well as interim milestones. The timeline should also show interdependencies between tasks and include the milestones that are identified in the Milestone Log (Item d above). The timeline should also show the relationship to the Project Costing Profile (Item e above). If applicable, the timeline should include activities and milestones related to achieving succeeding TRLs.

**g. Success Criteria at Decision Points:**

Provide well-defined success criteria for each decision point in the project, including go/no-go decision points and the conclusions of budget periods and the entire project. The success criteria should be objective and stated in terms of specific, measurable, and repeatable data. Usually, the success criteria pertain to desirable outcomes, results, and observations from the project. Key milestones can be associated with success criteria. If applicable, the success criteria should include exit criteria for progressing from one TRL to the next.

**h. Key Partnerships, Teaming Arrangements and Team Members:**

Provide a list of key team members in the project as well as the role and contact information of each. A hierarchical project organization and structure chart should be provided along with a description of the role and responsibilities of each team member in terms of contribution to project scope. The section should also include key team members who fulfill single or multiple roles within a project as well as the contact information for each.



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**i. Facilities and Resources:**

Provide a list of project locations along with a discussion of capabilities and activities performed at each site in terms of contribution to project scope. The address of each work site should be provided.

**j. Communications Management:**

Describe the communications needs and expectations for the project team members. The communications plan may be simple or detailed, depending on the complexity of the project. At a minimum, the plan should include contact information, methods of communicating and anticipated frequency.

**k. Change Management:**

Provide a description of the process for managing change on the project. Describe how change will be monitored, controlled and documented within the project. This includes, but is not limited to, changes to the Scope, Schedule, and Budget. If applicable, Change Management should include assessing how changes impact TRLs.

### G. Special Status Reports

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Within five (5) calendar days after the event, or as specified

Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award or which may require DOE to respond to questions relating to such events from the public. The recipient must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition.

**Within forty-eight (48) hours**, provide notification to the DOE Program/Project Manager by email, with a copy to the DOE Award Contracting Officer/Grants and Agreements Officer, the following events:

1. Any fatality, injury, or illness that results in loss of consciousness or requires medical treatment beyond first aid involving an employee, or member of the public.
2. An imminent or actual environmental contamination or the need for environmental cleanup (including, but not limited to, contamination or cleanup resulting from an accident connected to or arising from the presence, leakage or spill of hazardous materials) in accordance with National Environmental Policy Act 42 USC §§4321, et seq. Examples of due care may include, but are not limited to, visual site inspection of any portions of the property where environmental contamination is likely or suspected, or other reasonable measures. Such notice must be made to DOE



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- following any immediate mitigation efforts, as appropriate, and contacts made to requisite agencies.
3. Actual physical property damage in excess of \$50,000.

**Within 48 hours**, the recipient is responsible for reporting cybersecurity incident(s) as follows

4. The recipient is responsible for identifying a cybersecurity incident. In general, a cybersecurity incidents is identified as any incident that may cause financial harm or loss of intellectual property created or supported in performance of the award, including malware and ransomware attacks; affecting operations or the security of, or access to, data, including disruption of both physical operations and business operations for a duration greater than one (1) hour or any Cybersecurity incidents that have national security implications.

Once identified, the Recipient is responsible for reporting Cybersecurity incidents to the [Cyber Incident mailbox](#) within 48 hours of the incident. The recipient sends a password protected document via email attachment that includes the date and time of the incident, a high-level description of the incident, a summary of the known impacts, and current and planned mitigation activities. The recipient sends a second email to the [Cyber Incident mailbox](#) including the password to the protected document.

The prime recipient is required to report the following events to the DOE Program/Project Manager by email, with a copy to the DOE Award Contracting Officer/Grants and Agreements Officer, within 5 business days:

5. If the recipient or project team member receives any other award of federal funds for activities that potentially overlap with the activities funded under the DOE award, the recipient must promptly notify DOE in writing of the potential overlap and state whether project funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under the DOE award;
6. Any change in ownership or control of the recipient or project team member which increases the percentage of ownership or control by an entity that is based in, funded by, or has a foreign affiliation with a foreign country of risk;
7. If an individual on the project team is or is believed to be participating in a foreign government-sponsored talent recruitment program of a foreign country of risk.
8. If the recipient is considering new collaborations with foreign entities and governments, the recipient must provide written notification to DOE and await further guidance from DOE prior to contacting the proposed foreign entity or government regarding the potential collaboration or negotiating the terms of any potential agreement. In general, a collaboration will involve some provision of a thing of value to, or from, the recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or





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- related to the DOE award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the DOE award but resulting in provision of a thing of value from or to the DOE award must also be reported.
9. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
  10. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
  11. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
  12. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
  13. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.
  14. Potential or actual violations of environmental, health, or safety laws and regulations, any significant environmental permit violation, and any incident which causes a significant process or hazard control system failure;
  15. Any incident arising out of or relating to work under the award that has the potential for high visibility in the media;
  16. Potential or actual violations of federal, state, and municipal laws arising out of or relating to work under the award;
  17. Potential or actual noncompliance with DOE reporting requirements under the award;
  18. Potential or actual bankruptcy/insolvency of the prime recipient or subrecipient;
  19. Potential or actual violation of U.S. export control laws and regulations arising out of or relating to the work under the award;
  20. Any notices or claims of patent or copyright infringement arising out of or relating to the performance of the DOE award;
  21. Refusal of a subrecipient to accept flow down requirements in the Special Terms and Conditions and/or any Attachment to the DOE award;
  22. Any improper claims or excess payments arising out of or relating to work under the award;
  23. Potential or actual violations of the cost share requirements under the award;
  24. Potential or actual violations of the lobbying restrictions in the award;
  25. Any event which is anticipated to cause a significant schedule slippage or cost increase; and
  26. Developments that have a significant favorable impact on the project.



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## H. Continuation Application

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Within five (5) calendar days after the event, or as specified

A continuation application is a non-competitive application for an additional budget period within a previously approved period of performance. The continuation application should be submitted at least ninety (90) calendar days before the end of each budget period, or as specified in the Special Terms and Conditions of the award.

## I. Other Project Management Reporting (see Special Instructions)

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Within five (5) calendar days after the event, or as specified

## II. Award Management Reporting

### A. Current and Pending Support

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Within thirty (30) calendar days only when there is a change to Current and Pending Support (i.e., new PI or senior/key personnel join the project or there are changes to previously submitted current and pending disclosures for this Award)

Applicable for all awards issued after 10/01/2021. For awards issued prior to 10/01/21, refer to your award terms and conditions for applicability.

Prior to award, the Recipient was required to provide current and pending support disclosure statements for each principal investigator (PI) and senior/key personnel, at the recipient and subrecipient level, regardless of funding source. Throughout the life of the award, the Recipient must submit current and pending support disclosure statements and a CV or Biosketch for any new PI and senior/key personnel at the recipient and subrecipient level, added to the project funded under this Award within thirty (30) days of the individual joining the project. In addition, if there are any changes to current and pending support disclosure statements previously submitted to DOE, the Recipient must submit updated current and pending disclosure statements within thirty (30) days of the change. The Recipient must ensure all PIs and senior/key personnel at the recipient and subrecipient level, are aware of the requirement to submit updated current and pending support disclosure statements to DOE.



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If there has been a change that would prompt the submission of a new or updated current and pending support disclosure, the instructions to complete the new or updated disclosure is listed below.

Current and pending support is intended to allow the identification of potential duplication, overcommitment, potential conflicts of interest or commitment, and all other sources of support. All PIs and senior/key personnel at the recipient and subrecipient level must provide a list of all sponsored activities, awards, and appointments, whether paid or unpaid; provided as a gift with terms or conditions or provided as a gift without terms or conditions; full-time, part-time, or voluntary; faculty, visiting, adjunct, or honorary; cash or in-kind; foreign or domestic; governmental or private-sector; directly supporting the individual's research or indirectly supporting the individual by supporting students, research staff, space, equipment, or other research expenses. All foreign government-sponsored talent recruitment programs must be identified in current and pending support.

For every activity, list the following items:

- The sponsor of the activity or the source of funding.
- The award or other identifying number.
- The title of the award or activity. If the title of the award or activity is not descriptive, add a brief description of the research being performed that would identify any overlaps or synergies with the proposed research.
- The total cost or value of the award or activity, including direct and indirect costs and cost share. For pending proposals, provide the total amount of requested funding.
- The award period (start date – end date).
- The person-months of effort per year being dedicated to the award or activity.
- Identify any overlap, duplication of effort, or synergistic efforts, with a description of the other award or activity to the current and pending support.
- Details of any obligations, contractual or otherwise, to any program, entity, or organization sponsored by a foreign government must be provided to DOE.

All PIs and senior/key personnel must provide a separate disclosure statement listing the required information above regarding current and pending support. The individual must sign and date their respective disclosure statement and include the following certification statement:

I, [Full Name and Title], certify to the best of my knowledge and belief that the information contained in this Current and Pending Support Disclosure Statement is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding



# Federal Assistance Reporting Checklist

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decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

The information may be provided in the format approved by the National Science Foundation (NSF), which may be generated by the Science Experts Network Curriculum Vita (SciENCv), a cooperative venture maintained at <https://www.ncbi.nlm.nih.gov/sciencv/>, and is also available at [https://www.nsf.gov/bfa/dias/policy/researchprotection/commonform\\_cps.pdf](https://www.nsf.gov/bfa/dias/policy/researchprotection/commonform_cps.pdf). The use of a format required by another agency is intended to reduce the administrative burden to researchers by promoting the use of common formats. If the NSF format is used, the individual must still include a signature, date, and a certification statement using the language included in the paragraph above.

## B. Demographic Reporting

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Within 30 days after issuance of award

### DEMOGRAPHIC INFORMATION FOR SIGNIFICANT CONTRIBUTORS

Demographic data (i.e., gender, ethnicity, race, and disability status) should be provided directly by the Principal Investigator and Business Contact with the understanding that the submission of this report is mandatory for awards made after 03/01/2022. There are no adverse consequences for responding “Do not wish to provide” in any question. Principal Investigators and Business Contacts of awards made prior to 03/01/2022 are encouraged, but not required, to submit demographic reporting. Confidentiality of demographic data will be in accordance with agency’s policy and practices for complying with the requirements of the Privacy Act. Demographic Reporting is submitted via a web-based form in the EERE PMC and includes the questions outlined below.

#### Gender:

- Male
- Female
- Do not wish to provide

#### Ethnicity:

- Hispanic or Latina/o
- Not-Hispanic or not-Latina/o
- Do not wish to provide



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Race (select one or more):

- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or other Pacific Islander
- White
- Do not wish to provide

Disability Status:

- Yes (check yes if any of the following apply to you)
  - Deaf or serious difficulty hearing
  - Blind or serious difficulty seeing even when wearing glasses
  - Serious difficulty walking or climbing stairs
  - Other serious disability related to a physical, mental, or emotional condition.
- No
- Do not wish to provide

This measure is designed as a binary measure; it encompasses all self-reported disabilities. Please do not use it to report the number of individuals who have different types of disabilities (e.g., hearing impairments).

Note: This construct is not designed to be used at an individual-level (i.e., it should not be used for determining accommodation needs or disability status for particular individuals associated with the project).

### C. Financial Conflict of Interest Report

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Within 180 days of the date of the award and within thirty (30) calendar days only when there is a change

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>. Further, the recipient must submit updated reports within 30 days of a change.



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The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term “Investigator” means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/unmanageable, in its initial and ongoing FCOI reports.

## D. Tangible Personal Property Report – Annual Property Report (SF-428 & SF-428A)

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Within 90 calendar days after the end of the annual reporting period

The prime recipient must submit an annual inventory of federally-owned property (government-furnished) where the award specifies that title to the property vests with the federal government, whether it is in the possession of the prime recipient or subrecipient(s). The prime recipient must complete an SF-428 and SF-428A, available at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html> or <https://www.netl.doe.gov/business/business-forms/financial-assistance>.

## E. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C)

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Within 5 calendar days of the event or as specified

The prime recipient must request disposition instructions for or report disposition of federally-owned property or equipment acquired with project funds, whether the property or equipment is/was in the possession of the prime recipient or subrecipient(s). Recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the federal government. Any equipment with an acquisition cost above \$5,000 must be included in the inventory.

If disposition occurs at any time other than award closeout (i.e., at any time throughout the life of the project or after project completion and closeout as long as the federal government retains an interest in the item), the prime recipient must complete an SF-428



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and SF-428C, available at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html> or <https://www.netl.doe.gov/business/business-forms/financial-assistance>.

If disposition instructions are requested at the time of award closeout, the prime recipient must submit the SF-428 and SF-428B (see section III. C. Tangible Personal Property Report – Final Report).

Only the DOE Contracting Officer has authority to approve disposition requests and issue disposition instructions.

### F. Uniform Commercial Code (UCC) Financing Statements

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Within five (5) calendar days after the event, or as specified.

If a for-profit recipient or subrecipient desires to purchase a piece of equipment for their project, and the per-unit dollar value of said equipment is \$5,000 or more, and the federal share of the financial assistance agreement is more than \$1M, the recipient or subrecipient must file a UCC financing statement. These financing statement(s) must be approved in writing by the Contracting Officer prior to the recording.

A UCC financing statement provides public notice that the federal government has an undivided reversionary interest in the equipment, and as such the equipment cannot be sold or used as collateral for a loan (encumbered).

The for-profit recipient or subrecipient must file the UCC financing statement(s) with the Secretary of State where the equipment will be physically located and must pay any associated costs for such filings.

The initial UCC financing statement may also be referred to as a UCC1. For additional pieces of equipment not specified in the award budget, TBD equipment, or equipment needed in future budget periods, the recipient can file an amendment to the original UCC1 financing statement, by submitting the UCC3 financing statement amendment.

Each UCC financing statement or amendment is to be filed with the appropriate Secretary of State office, where the equipment will be physically located.

Note: All costs associated with filing UCC financing statements, UCC financing statement amendments, and UCC financing statement terminations, are allowable and allocable costs which can be charged to the federal award.



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At a minimum, the recipient must have stated in their UCC financing statement in block 4. (collateral) the following:

- “Title to all equipment (not real property) purchased with federal funds under this financial assistance agreement is conditional pursuant to the terms of 2 CFR 910.360, and the federal government retains an undivided reversionary interest in the equipment at the federal cost-share proportion specified in the award terms and conditions.”
- Federal Award Identification Number (e.g., DE-EE000XXXX)

## G. Federal Subaward Reporting System (FSRS)

Submit to:	<a href="https://www.fsrs.gov/">https://www.fsrs.gov/</a>
Submission deadline:	The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to \$30,000.

The Federal Subaward Reporting System (FSRS) is the reporting tool prime recipients use to capture and report subaward and executive compensation data regarding their first-tier subrecipients to meet the FFATA reporting requirements. Prime recipients will report against subrecipients’ awards. The subrecipient information entered in FSRS will then be displayed on [USASpending.gov](http://USASpending.gov) associated with the prime recipient’s award furthering federal spending transparency.

The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-award greater than or equal to \$30,000.

## H. Annual Incurred Cost Proposals

Submit to:	<p>If DOE is the Cognizant Federal Agency, send the Annual Incurred Cost Proposal to one of the following offices:</p> <ul style="list-style-type: none"> <li>• <a href="mailto:CostPrice@ee.doe.gov">CostPrice@ee.doe.gov</a> (if the Golden Field Office is Cognizant);</li> <li>OR</li> <li>• <a href="mailto:IndirectRates@hq.doe.gov">IndirectRates@hq.doe.gov</a> (if OCED is Cognizant)</li> <li>• <a href="mailto:FITS@netl.doe.gov">FITS@netl.doe.gov</a> and <a href="mailto:PricingGroup@netl.doe.gov">PricingGroup@netl.doe.gov</a> (if NETL is Cognizant)</li> </ul> <p>Otherwise, submit the proposal to the Recipient’s appropriate Cognizant Federal Agency office.</p>
Submission deadline:	<p>Within 180 calendar days after the close of the recipient’s fiscal year*</p> <p>*The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.</p>





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Prime recipients must submit a certified annual Incurred Cost Proposal (ICP), reconciled to its financial records, in order to finalize and reconcile billing rates incurred and billed to the Government.

An ICP submission is required unless one of the following conditions apply to the DOE award:

- Recipient elected to apply the 10% de minimis rate as allowed under 2 CFR 200.414(f);
- Recipient proposed fringe benefits **only**; or
- Recipient has a pre-determined Negotiated Indirect Cost Rate Agreement (NICRA).

Recipients are strongly encouraged to self-assess their ICP using the Defense Contract Audit Agency's (DCAA) ICP Adequacy Checklist to ensure an adequate submission. The ICP must be reconciled to the recipient's financial statements, within 180 calendar days after the close of the recipient's fiscal year, unless the award is based on a predetermined or fixed indirect rate(s), or a fixed amount for indirect or facilities and administration (F&A) costs. The Contracting Officer for Indirect Cost Rates may grant, in writing, reasonable extensions for exceptional circumstances only. The written request for extension should be sent to the cognizant DOE office email address. The format and content of the incurred cost proposal should follow the DCAA ICE (Incurred Cost Electronically) Model in order to be considered an adequate proposal. DCAA's ICE Model and Adequacy Checklist can be found on the DCAA website at: <https://www.dcaa.mil/Home/ICEmodel> and <https://www.dcaa.mil/Home/ICSubmissionAdequacy>.

## I. Fringe Reconciliation Form

Submit to:	<a href="mailto:FITS@netl.doe.gov">FITS@netl.doe.gov</a>
Submission deadline:	Within 180 calendar days after the close of the recipient's fiscal year* *The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.

Prime recipients must submit a certified annual Fringe Reconciliation Form, reconciled to its financial records, to finalize and reconcile fringe billing rates incurred and billed to the Government.

A Fringe Reconciliation Form submission is required when one of the following circumstances apply to the DOE award:

- Recipient elected to apply the 10% de minimis rate as allowed under 2 CFR 200.414(f) **and** proposed fringe; or
- Recipient proposed fringe benefits **only**.

The Fringe Reconciliation Form must be reconciled to the recipient's financial statements, within 180 calendar days after the close of the recipient's fiscal year. The Contracting Officer for Fringe Costs may grant, in writing, reasonable extensions for exceptional



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circumstances only. The written request for extension should be sent to [PricingGroup@netl.doe.gov](mailto:PricingGroup@netl.doe.gov). To be considered an adequate submission, Recipients must use the Fringe Reconciliation Form located at: [Fringe Reconciliation Form](#). The Fringe Reconciliation Form must be sent to [FITS@NETL.DOE.GOV](mailto:FITS@NETL.DOE.GOV).

### J. DOE For-Profit Compliance Audit

Submit to:	Email a copy of the annual DOE For-Profit Compliance Audit to: <ul style="list-style-type: none"> <li>• <a href="mailto:DOE-Audit-Submission@hq.doe.gov">DOE-Audit-Submission@hq.doe.gov</a> and</li> <li>• The DOE Contracting Officer</li> <li>• For awards administered by OCED, also email a copy to <a href="mailto:RecipientAudits@hq.doe.gov">RecipientAudits@hq.doe.gov</a></li> <li>• For awards administered by the DOE NETL Office, also email a copy to <a href="mailto:PricingGroup@netl.doe.gov">PricingGroup@netl.doe.gov</a> and <a href="mailto:FITS@netl.doe.gov">FITS@netl.doe.gov</a></li> </ul>
Submission deadline:	Within the earlier of 30 days after receipt of the auditor's report(s) or 9 months after the end of the audit period (recipient's fiscal year-end)* *The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.

As required by 2 CFR 910, Subpart F, a For-Profit entity which expends \$750,000 or more during the non-federal entity's fiscal year in DOE awards must have a compliance audit conducted for that year.

The DOE For-Profit Compliance Audit must be conducted in accordance with the regulations at 2 CFR 910.500-521 and must refer to the appropriate regulations used by the auditor in their examination.

The compliance audit report must be submitted, along with audited financial statements, if required and available.

### K. Single Audit: States, Local Government, Tribal Governments, Institution of Higher Education (IHE), or Non-Profit Organization

Submit to:	Federal Audit Clearinghouse - <a href="https://harvester.census.gov/facweb/Default.aspx">https://harvester.census.gov/facweb/Default.aspx</a>
Submission deadline:	Within the earlier of 30 days after receipt of the auditor's report(s) or 9 months after the end of the audit period (recipient's fiscal year-end)* *The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.

As required by 2 CFR 200 Subpart F, non-federal entities that expend \$750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-



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specific audit conducted. The single audit must be conducted in accordance with §200.514 Scope of audit, except when it elects to have a program-specific audit conducted.

For most single audits, the requirement is for annual single audits. However, there are occasions where a single audit is not required annually. Per 2 CFR 200.504 - Frequency of audits, a state, local government, or Indian tribe that is required by constitution or statute to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. Also, any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its single audits biennially.

For a program-specific audit, when a recipient expends federal award funds under only one federal program (excluding R&D) and the federal program's statutes, regulations, or the terms and conditions of the federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for R&D unless all of the federal awards expended were received from the same federal agency, or the same federal agency and the same pass-through entity, and that federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

The single audit report shall include audited financial statements.

## L. Other Award Management Reporting (see Special Instructions)

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Within five (5) calendar days after the event, or as specified

## III. Closeout Reporting

### A. Final Scientific/Technical Report

Submit to:	DOE Energy Link System (E-Link) available at <a href="https://www.osti.gov/elink/2413-submission.jsp">https://www.osti.gov/elink/2413-submission.jsp</a>
Submission deadline:	Within 120 calendar days after expiration or termination of the award

The prime recipient must submit a Final Scientific/Technical Report to DOE for all projects.

The scientific/technical report is intended to increase the diffusion of knowledge gained by DOE-funded research, and all requirements shall be interpreted in that light.



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Content: Research findings and other significant scientific and technical information (STI) resulting from the DOE-sponsored projects shall be included in the final scientific/technical report, subject to the following provisions:

1. The scientific/technical report is to cover the entire period of performance. For Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) awards, a final scientific/technical report must be submitted after the completion of each phase, e.g., Phase I, Phase II, and sequential Phase II, as described in the Special Instructions.
2. STI that is publicly accessible need not be duplicated in the report if a citation with a link to where the information may be found is included in the report. For example, articles found in PAGES (i.e., DOE's Public Access Gateway for Energy and Science, <https://www.osti.gov/pages/>) are accessible to the public.
3. Provide identifying information: the DOE award number; sponsoring program office; name of recipient; project title; name of project director/principal investigator; and consortium/team members.
4. Include the DOE acknowledgement and legal disclaimer language as described in the Special Terms and Conditions.
5. Include any limitations on public release of the report, if authorized by the award agreement. If the document being submitted contains patentable material or protected data (i.e., data first produced in the performance of the award that is protected from public release for a period of time by terms of the award agreement) as set forth in the award agreement, then (1) prominently display on the cover of the report any authorized distribution limitation notices, such as patentable material or protected data and (2) clearly identify patentable or protected data on each page of the report. Reports delivered without such notices or with restrictive notices not authorized by the award agreement may be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use or reproduction of such reports. Any restrictive markings must also be noted in the distribution limitation section of the Announcement Notice (AN) 241.3. No protected PII should be included.
6. Provide an abstract or executive summary, which should be a minimum of one paragraph and written in terms understandable by an educated layperson. (Refer to <https://www.osti.gov/stip/standards> for ANSI/NISO guidance as needed.) The abstract included in an application may serve as a model for this.
7. Summarize project activities for the entire period of funding, including original hypotheses, approaches used, and findings. Include, if applicable, facts, figures,



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- analyses, and assumptions used during the life of the project to support the results in a manner that conveys to the scientific community the STI created during the project. To minimize duplication, the report may reference STI, including journal articles, that is publicly accessible. See also #2.
8. For guidance offered by the National Information Standards Organization on typical attributes and content of a technical report, if needed, refer to ANSI/NISO Z39.18-2005 (R2010), *Scientific and Technical Reports – Preparation, Presentation, and Preservation* (see <https://www.osti.gov/stip/standards>).

**Electronic Submission Process:** The final scientific/technical report must be submitted via the DOE Energy Link System (E-Link) with a completed electronic version of DOE Announcement Notice (AN) 241.3, “U.S. Department of Energy (DOE), Announcement of Scientific and Technical Information (STI).” The recipient can complete, upload, and submit the DOE AN 241.3 online via E-Link (<https://www.osti.gov/elink/2413-submission.jsp>). Please refer to <https://www.osti.gov/stip/best-practices-portable-document-format-pdf-creation> for PDF document creation.

The recipient must mark the appropriate block in the “Intellectual Property/Distribution Limitations” Section of the DOE AN 241.3. Reports that are electronically uploaded must not contain any limited rights data (proprietary data), classified information, protected PII, information subject to export control classification, or other information not subject to release. During the upload process, the recipient must self-certify that no content of this nature is being submitted. For assistance with reports containing such content, contact the Contracting Officer.

**Company Names and Logos** -- Except as indicated elsewhere, company names, logos, or similar material should not be incorporated into reports.

**Copyrighted Material** -- Copyrighted material should not be submitted as part of a report unless written authorization to use such material is received from the copyright owner and is submitted to DOE with the report.

## 1. Final Technical Reports – Unlimited

If the award does **NOT** authorize the recipient, under the provisions of the Energy Policy Act of 2005, to protect the data produced during the award, where public release of the technical report is protected for a limited period-of-time, the technical report must be submitted to E-Link as a “Final Technical Report” (covering the entire project period of performance) and must not have any data protection markings on the cover page. The “STI Product Type” of “Technical Report” with the “Report Sub Type” of “Final Technical Report” must be selected. When submitting the final technical report to E-Link, the recipient must select “unlimited” from the Intellectual Property/Distribution Limitation



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selections. The final technical report will be released without any protections and may become publicly available immediately.

## 2. Final Technical Reports – Protected Data.

If the award authorizes the recipient, under the provisions of the Energy Policy Act of 2005, to protect the data produced during the course of the award, where public release of the final technical report is protected for a limited period-of-time, and the recipient elects to protect the report, the recipient will be required to 1) submit a final technical report with the protected data (which will be protected during the identified data protection period) and 2) a version of the technical report that can be publicly disseminated immediately.

For the protected data version of the final technical report, the report must cover the entire project period of performance, include the proper data protection marking (included in the terms of the award), and place that marking on the cover page of the final technical report before submitting it to E-Link. The “STI Product Type” of “Technical Report” with the “Report Sub Type” of “Final Technical Report” must be selected. The recipient must also select the block in the Intellectual Property/Distribution Limitation section of the DOE AN 241.3 as “Protected Data” and provide a release date for the technical report when submitting the final technical report.

The release date is the date the technical report will become publicly available. The release date must be based on the data protection period authorized by the award. The release date must coincide with the data marking on the technical report.

Additionally, the Department’s policy is to ensure timely public access to unrestricted scientific and technical research results. To make these results publicly accessible, even when the award authorizes the recipient to protect the data for a period-of-time, the recipient must also submit an “unlimited” version of the technical report. This version should not include any data subject to data protections. The “unlimited” version of the technical report must be uploaded to E-Link without any markings. The “STI Product Type” of “Technical Report” with the “Report Sub Type” of “Technical Report Other” must be selected. The recipient must select “unlimited” from the Intellectual Property/Distribution Limitation selections. The “unlimited” version of the technical report is submitted with unlimited data rights, and the Government assumes no liability for the disclosure, use or reproduction of such report.



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### B. Invention Certification (DOE F 2050.11)

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Within 120 calendar days after expiration or termination of the award

The prime recipient is required to submit an Invention Certification DOE F 2050.11. The Invention Certification form is available at <https://www.netl.doe.gov/business/business-forms/financial-assistance>.

The Invention Certification must include a list of all subcontracts at any tier containing a patent rights clause (or state that there were none).

### C. Tangible Personal Property Report – Final Report (SF-428 & SF-428B)

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Within 120 calendar days after expiration or termination of the award

The prime recipient must submit a final inventory of and request disposition instructions for any federally-owned property and/or property or equipment acquired with project funds with an acquisition cost above \$5,000, whether the property is/was in the possession of the prime recipient or subrecipients.

The prime recipient must complete an SF-428 and SF-428B, available at <https://www.netl.doe.gov/business/business-forms> or <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>.

If disposition occurs at any time other than award closeout, the prime recipient must complete an SF-428 and SF-428C (see section II. E. Tangible Personal Property Report – Disposition Request/Report).

Only the DOE Contracting Officer has authority to approve disposition requests and issue disposition instructions.

### D. Verification of Receipt of Accepted Manuscripts

Recipients are required to submit Accepted Manuscripts of Journal Articles resulting in whole or in part from a DOE-funded project to E-Link (see section I. D. 1. Accepted Manuscript of Journal Article).



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As part of the closeout process, DOE will verify that all accepted manuscripts have been submitted. Recipients are required to submit all missing accepted manuscript before closeout is finalized.

## E. Other Closeout Reporting (see Special Instructions)

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Within 120 calendar days after expiration or termination of the award

## IV. Post-Project Reporting

### A. Scientific and Technical Reporting

Scientific and Technical Reporting requirements as outlined in [I. D. Scientific and Technical Reporting](#) remain applicable after the award ends. If the recipient has created Scientific and Technical Information (STI) such as publications, conference products, technical reports, book chapters, etc. which include information/data produced under the award, they are required to submit this document to <https://www.osti.gov/elink/forms.jsp>. Recipients must continue to include proper DOE Acknowledgement and Legal Disclaimer language in all STI. Please see section [I. D. Scientific and Technical Reporting](#) for additional information on submissions.

Note that after the project ends, recipients are no longer required to submit notification of STI directly to DOE.

### B. Intellectual Property Reporting

Intellectual Property Reporting requirements as outlined in section [I. E. Intellectual Property Reporting](#) remain applicable after the award ends.

Recipients are required to continue submitting intellectual property reports, as applicable, to iEdison at <https://www.nist.gov/iedison>.

Note that after the project ends, recipients are no longer required to submit notification of intellectual property directly to DOE.





# Federal Assistance Reporting Checklist

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## V. Bipartisan Infrastructure Law/Inflation Reduction Act Reporting

### A. Community Benefits Report

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Yearly; within 90 calendar days after the end of the federal fiscal year or termination of the award.

The Recipient must meet the stated objectives and milestones set forth in its Community Benefits Outcomes and Objectives, which is incorporated into the Award. A report on the Recipient's progress towards meeting the objectives and milestones must be reported annually. A Community Benefits Reporting Template is available at <https://www.energy.gov/infrastructure/reporting-checklists> with the intent to reduce the administrative burden by promoting the use of common formats.

### B. Boosting Domestic Manufacturing

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	<b>As Specified</b> , within 30 calendar days after the end of the first quarterly reporting period; <b>Yearly</b> ; within 90 calendar days after the end of the federal fiscal year and <b>Final</b> ; within 120 calendar days after expiration or termination of the award.

There are three tabs of the Boosting Domestic Manufacturing Report. The information contained in all three tabs is required for reporting. A template is available at: <https://www.energy.gov/infrastructure/reporting-checklists>.

#### 1. Domestic Manufacturing & Critical Materials and Rare Earth Element Mining, Processing, Production & Recycling Capacity

This report applies to projects that support (i.e., construct, establish, retool, re-equip, or retrofit) manufacturing capacity as well as projects that support the mining, processing, production, or recycling of critical minerals or rare earth materials and elements. Recipients of such projects are required to report on direct domestic manufacturing capacity as well as critical materials and rare earth element mining, processing, production, or recycling capacity.

#### 2. GHG Emissions & Air Pollutants

This report documents the increases and decreases in pollutants across the effective useful life of the project as well as GHG emissions created through mining, processing, production, or recycling operations projects and indirect changes in GHG emissions resulting from projects.



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### 3. Equipment

Recipients must provide a list of all equipment in mining, processing, production or recycling facilities projects that emit pollutants or GHGs onsite in facilities listed in the mining processing & production or recycling tab.

## C. Quality Job Creation

### 1. Direct Jobs

Submit to:	<a href="https://www.lcptracker.com/">https://www.lcptracker.com/</a>
Submission deadline:	Weekly

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

The Recipient must ensure the timely electronic submission of weekly certified payrolls to [LCPtracker](https://www.lcptracker.com/) unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

### 2. Training Outcomes

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	<b>As Specified</b> , within 30 calendar days after the end of the first quarterly reporting period; <b>Yearly</b> ; within 90 calendar days after the end of the federal fiscal year and <b>Final</b> ; within 120 calendar days after expiration or termination of the award.

This report on training and training outcomes is required for all projects requiring DBA compliance, those that discuss workforce development or training in statute, as well as any projects where recipients utilize a portion of their BIL funding on workforce development. Only career-track training that focuses on skill development or pathways into career-track training such as pre-apprenticeship should be tracked for this metric. Career-track training leads to an appropriate industry-recognized credential, professional qualification, or license. It teaches broad occupational knowledge and skills that can be applied across a range of technologies, leading to several different career paths. Continuing education allowing incumbent workers to keep up with the latest technology and practices, and to advance in their careers, is another important element



# Federal Assistance Reporting Checklist

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of career-track training. This report will also track the number of workforce partnerships involving employers, community-based organizations (CBOs), or labor unions, including partnerships specified in community benefits agreements and project labor agreements, or similar.

A template is available at: <https://www.energy.gov/infrastructure/reporting-checklists>.

### 3. Good Jobs Outcomes

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	<b>As Specified</b> , within 30 calendar days after the end of the first quarterly reporting period; <b>Yearly</b> ; within 90 calendar days after the end of the federal fiscal year and <b>Final</b> ; within 120 calendar days after expiration or termination of the award.

This report is required of all recipients of BIL funding. To assess activities contributing to growing American jobs, improving the quality of energy jobs, and facilitating equitable access to good jobs and training opportunities, all BIL recipients must report annually on good jobs outcomes.

A template is available at: <https://www.energy.gov/infrastructure/reporting-checklists>.

### 4. Permanent Jobs

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Quarterly; within 30 calendar days after the end of the federal fiscal year quarter

All BIL funding recipients who are creating ongoing operations, maintenance, and production jobs should report the number of hires for each reporting period and associated demographic information.

A template is available at: <https://www.energy.gov/infrastructure/reporting-checklists>.

### D. Equity and Justice

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Quarterly; within 30 calendar days after the end of the federal fiscal year quarter

There are three reports associated with Equity and Justice. All three reports are included on the same form provided by the DOE Project Team. While the reports are included on the same form, some recipients may not need to complete all three. Refer to the checklist at the beginning of this document for applicability.



# Federal Assistance Reporting Checklist

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A template is available at: <https://www.energy.gov/infrastructure/reporting-checklists>.

## 1. Community Engagement Process

This report applies to all projects that include building, expanding, or retrofitting a facility. Recipients should report on engagement activities such as participatory research, citizen advisory committees, open planning forums, etc. and the outputs of those activities such as memorandums of understanding, letters of support, etc. Information in this tab should reflect the objectives outlined in the Community Benefits Plan.

## 2. Engagement Events and Technical Assistance

This report applies to all projects that hold stakeholder engagement events as outlined in their Community Benefits Plan. Recipients are required to report on stakeholders engaged and from what, if any, communities of interest.

## 3. Community Ownership

This report applies to all projects that build or install new clean energy or climate assets. Recipients should report whether any or all their project will be community owned, as well as the compensation the community will receive.

## E. Pathways to Net Zero

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	<b>As Specified</b> , within 30 calendar days after the end of the first quarterly reporting period; <b>Yearly</b> ; within 90 calendar days after the end of the federal fiscal year and <b>Final</b> ; within 120 calendar days after expiration or termination of the award.

There are four reports associated with Pathways to Net Zero. While all four reports are included on the same form, all four reports are not applicable to each project. Refer to the checklist at the beginning of this document for applicability. All four reports are also required to complete the Infrastructure Identifier tab. The purpose of this tab is to record the infrastructure, facility, or operating site. The metrics associated with each site will be reported in the individual reports (Infrastructure Supported, Hydrogen Production, Carbon Capture, Removal, Storage, and Energy Saved) as applicable.

A template is available at: <https://www.energy.gov/infrastructure/reporting-checklists>.

## 1. Infrastructure Supported



# Federal Assistance Reporting Checklist

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This report applies to projects that build, retrofit, retool, repurpose, or otherwise support the construction or continued operation of energy generation, energy storage, or other clean energy infrastructure. Projects that fund infrastructure planning should also report.

Recipients are required to report on planned values, annual actual values for the life of project, and values at closeout. This report is structured by technology type, recipients need only complete the technology type applicable to their project as indicated by the DOE project team.

## 2. Hydrogen Production

This report applies to projects that build, retrofit, retool, repurpose, or otherwise support the construction or continued operation of hydrogen fuel production. Hydrogen can be utilized across sectors to generate electricity, replace existing feedstock or fuel in the industrial sector, provide residential and commercial heating, or fuel transportation

Recipients are required to report on planned values, annual actual values for the life of project, and values at closeout.

## 3. Carbon Capture, Removal, Storage

This report applies to projects that build, or otherwise support the construction or continued operation of carbon capture, carbon removal, carbon storage, or carbon dioxide transport.

Recipients are required to report on planned values, annual actual values for the life of project, and values at closeout. This report is structured by technology type, recipients need only complete the technology type applicable to their project as indicated by the DOE project team.

## 4. Energy Saved

This report applies to all projects that include energy efficiency upgrades or fuel switching, water conservation upgrades that save energy, or distributed energy resources. Recipients are required to report on interventions completed as well as planned and actual energy savings.

## F. Davis Bacon Act Semi-Annual Labor Compliance Report

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a> and email <a href="mailto:DBAenforcementreports@hq.doe.gov">DBAenforcementreports@hq.doe.gov</a>
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## Federal Assistance Reporting Checklist

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Submission deadline:	<b>As Specified</b> , April 21 and October 21
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This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2,000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Calendar year semi-annual reports are required on compliance with and enforcement of the labor standards provisions of the Davis-Bacon Act and its related acts covering the periods of October 1st through March 31st, and April 1st through September 30th, respectively. Please submit your semi-annual report to DOE three weeks after the end of semi-annual reporting period by April 21st and October 21st for the applicable performance period.

A template is available at: <https://www.energy.gov/infrastructure/reporting-checklists>.



# Federal Assistance Reporting Checklist

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## VI. Appendix A: Notice To Recipients (Prime Recipients And Subrecipients) Regarding Protected Data, Limited Rights Data And Protected Personally Identifiable Information

### I. PROTECTED DATA AND LIMITED RIGHTS DATA

The recipient is required to mark protected data and limited rights data in accordance with the IP clause set of the award agreement. Failure to properly mark data may result in its public disclosure under the Freedom of Information Act (FOIA, 5 U.S.C. § 552) or otherwise.

#### A. Protected Data - Technical Data or Commercial or Financial Data First Produced in the Performance of the Award

The U.S. Government normally retains unlimited rights in any technical data or commercial or financial data produced in performance of Government financial assistance awards, including the right to distribute to the public.

However, under certain DOE awards, the recipient may mark certain categories of data produced under the award as protected from public disclosure for a period of time ("Protected Data"). If the award agreement provides for protected data and the recipient wants the data to be protected, the recipient must properly mark any documents containing Protected Data. The recipient should review the IP clause set of the award agreement to determine the applicability of protected data, the maximum length of period of time for data protection and the required markings that must be used to invoke data protection for the award.

#### B. Limited Rights Data - Data Produced Outside of the Award at Private Expense

Limited Rights Data is data (other than computer software) developed at private expense outside any Government financial assistance award or contract that embody trade secrets or are commercial or financial and confidential or privileged. Prior to including any Limited Rights Data in any documents to DOE, the recipient should review the award agreement. In most DOE awards, the recipient should not deliver any limited rights data to DOE if the recipient wants to protect the Limited Rights Data. If the DOE award does allow and require the delivery of limited rights data, then the recipient must properly mark any documents containing Limited Rights Data as set forth in the IP clause of the award agreement.



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## II. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION

The recipient should not include any Protected Personally Identifiable Information (Protected PII) in their submissions to DOE. Protected PII is defined as any data that, if compromised, could cause harm to an individual such as identify theft. Protected PII includes, but is not limited to:

- Social Security Numbers in any form;
- Place of Birth associated with an individual;
- Date of Birth associated with an individual;
- Mother's maiden name associated with an individual;
- Biometric record associated with an individual;
- Fingerprint;
- Iris Scan;
- DNA;
- Medical history information associated with an individual;
- Medical conditions, including history of disease;
- Metric information, e.g., weight, height, blood pressure;
- Criminal history associated with an individual;
- Ratings;
- Disciplinary actions;
- Passport number;
- Educational transcripts;
- Financial information associated with an individual;
- Credit card numbers; and
- Security clearance history or related information (not including actual clearances held).



Applicant Name: Snohomish County PUD

Award Number: DE-GD0000905

**Attachment 4**

**Budget Information - Non Construction Programs**

OMB Approval No. 0348-0044

<b>Section A - Budget Summary</b>						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Budget Period 1	81.254			\$30,000,000	\$33,039,833	\$63,039,833
2.						\$0
3.						\$0
4.						\$0
5. Totals				\$30,000,000	\$33,039,833	\$63,039,833
<b>Section B - Budget Categories</b>						
6. Object Class Categories	Grant Program, Function or Activity				Total (5)	
	(1) Federal	(2) Cost Share	(3)	(4)		
a. Personnel	\$7,326,783	\$8,253,566			\$15,580,349	
b. Fringe Benefits	\$4,469,338	\$5,034,675			\$9,504,013	
c. Travel					\$0	
d. Equipment	\$11,502,005	\$12,773,225			\$24,275,230	
e. Supplies					\$0	
f. Contractual	\$5,741,635	\$5,884,365			\$11,626,000	
g. Construction					\$0	
h. Other	\$960,239	\$1,094,002			\$2,054,241	
i. Total Direct Charges (sum of 6a-6h)	\$30,000,000	\$33,039,833			\$63,039,833	
j. Indirect Charges	\$0	\$0			\$0	
k. Totals (sum of 6i-6j)	\$30,000,000	\$33,039,833			\$63,039,833	
7. Program Income					\$0	

<b>Section C - Non-Federal Resources</b>						
	(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) Totals	
8.	81.254	\$33,039,833			\$33,039,833	
9.						
10.						
11.						
12.	<b>Total</b> (sum of lines 8 - 11)			\$0	\$33,039,833	
<b>Section D - Forecasted Cash Needs</b>						
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th quarter	
13.	Federal	\$3,390,455	\$847,614	\$847,614	\$847,614	\$847,614
14.	Non-Federal	\$3,390,455	\$847,614	\$847,614	\$847,614	\$847,614
15.	<b>Total</b> (sum of lines 13 and 14)	\$6,780,910	\$1,695,228	\$1,695,228	\$1,695,228	\$1,695,228
<b>Section E - Budget Estimates of Federal Funds Needed for Balance of the Project</b>						
(a) Grant Program	Future Funding Periods (Years)					
	(b) First	(c) Second	(d) Third	(e) Fourth		
16.	81.254 Federal	\$5,214,849	\$9,076,185	\$7,648,232	\$4,670,279	
17.	Non-Federal	\$5,214,849	\$9,076,185	\$7,648,232	\$7,710,112	
18.						
19.						
20.	<b>Total</b> (sum of lines 16-19)	\$10,429,698	\$18,152,370	\$15,296,464	\$12,380,391	
<b>Section F - Other Budget Information</b>						
21.	Direct Charges	\$63,039,833	22. Indirect Charges	\$0		
23.	Remarks					

### Instructions for the SF-424A

Public Reporting Burden for this collection of information is estimated to average 3.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget; send it to the address provided by the sponsoring agency.

#### General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the later case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

#### Section A. Budget Summary Lines 1-4 Columns (a) and (b)

For applications pertaining to a **single** Federal grant program (Federal Domestic Assistance Catalog number) and **not requiring** a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For applications pertaining to a **single** program **requiring** budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the catalog program title on each line in **Column** (a) and the respective catalog number on each line in Column (b).

For applications pertaining to **multiple** programs where one or more programs **require** a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

#### Lines 1-4, Columns (c) through (g)

**For new applications**, leave Columns (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

**For continuing grant program applications**, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

**For supplemental grants and changes** to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

**Line 5**—Show the totals for all columns used.

#### Section B. Budget Categories

In the column headings (a) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

**Lines 6a-i**—Show the totals of Lines 6a to 6h in each column.

**Line 6j**—Show the amount of indirect cost.

**Line 6k**—Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

**Line 7**—Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the federal grantor agency in determining the total amount of the grant.

**Section C. Non-Federal Resources**

**Lines 8-11**—Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

**Column (a)**—Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

**Column (b)**—Enter the contribution to be made by the applicant.

**Column (c)**—Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

**Column (d)**—Enter the amount of cash and in-kind contributions to be made from all other sources.

**Column (e)**—Enter totals of Columns (b), (c), and (d).

**Line 12**—Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f) Section A.

**Section D. Forecasted Cash Needs**

**Line 13**—Enter the amount of cash needed by quarter from the grantor agency during the first year.

**Line 14**—Enter the amount of cash from all other sources needed by quarter during the first year.

**Line 15**—Enter the totals of amounts on Lines 13 and 14.

**Section E. Budget Estimates of Federal Funds Needed for Balance of the Project**

**Lines 16-19**—Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants. If more than four lines are needed to list the program titles, submit additional schedules as necessary.

**Line 20**—Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

**Section F. Other Budget Information**

**Line 21**—Use this space to explain amounts for individual direct object-class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

**Line 22**—Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

**Line 23**—Provide any other explanations or comments deemed necessary.

## Community Benefits Outcomes and Objectives

Recipient Name: Snohomish County PUD

Project Title: Snohomish County PUD's Secure Modern Automated and Reliable Technology Project (SnoSMART)

Award Number: DE-GD0000905

### I. Executive Summary

Snohomish County PUD's Secure Modern Automated and Reliable Technology Project (SnoSMART) is an infrastructure, software and communications modernization project that will accelerate the PUD's smart grid vision from a 20-year timeline to 5 years. SnoSMART will:

1. Enhance grid resiliency and improve reliability, in many cases reducing outage restoration from hours to minutes;
2. Mitigate wildfire risks, including smoke exposure to communities throughout the region; and
3. Reduce energy burden to all customers through improved grid efficiencies.

SnoSMART is centered on prioritizing the project's transformational benefits to federally recognized tribes and disadvantaged communities (DACs) and creating high quality jobs that will contribute to ongoing smart grid development beyond the life of this project while expanding labor and technical job opportunities to underrepresented communities.

SnoPUD will accomplish this work through a multi-faceted Community Benefits Plan that leverages existing relevant partnerships with tribes, regulatory agencies, local governments and labor to:

1. **Enhance community and grid resiliency**— by prioritizing SnoSMART project work with Tulalip Tribes to support their tribal energy resiliency goals, including development of a community microgrid.
2. **Support safe and healthy communities**— work with regional clean air agency and local departments of emergency management to integrate SnoSMART wildfire mitigation into regional emergency plans and initiatives to reduce smoke exposure, particularly in disadvantaged communities.
3. **Create quality jobs that contribute to an equitable and diversified workforce**— partner with IBEW Local 77 to bolster PUD's efforts to develop a workforce representative of the communities we serve. Leverage our DEIA initiative to ensure a workplace culture where everyone feels welcomed and valued.
4. **Engage directly with communities on the benefits and impacts of SnoSMART** — collaborate with local government officials to understand the needs and priorities of their communities and determine the most effective methods of engagement.

II. Milestone Table

Category and Commitment	Existing or Planned	Budget Period 1 (24/25) milestone	Budget period 2 (25/26) milestone	Budget period 3 (26/27) milestone	Budget period 4 (27/28) milestone	Budget period 5 (28/29) milestone
<b>Community and Labor Engagement</b>						
<i>Community benefits agreement</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not at this time					
<i>Tulalip Tribes energy resiliency engagement</i>	Planned	Engage Tulalip Tribes to identify how the SnoSMART project can align or further their tribal energy resiliency goals.	Incorporate tribal energy resiliency into infrastructure design, as applicable.			
<i>Emergency Management Agency engagement</i>		Engage local departments of emergency management to identify how SnoSMART can align and enhance regional emergency management planning.		Incorporate SnoSMART wildfire mitigation and voltage reduction into regional emergency management planning with local emergency management departments.		
<i>Collective bargaining agreement (operating jobs)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not at this time	Implement new			Negotiate new CBA	

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		Collective Bargaining Agreement established on 4/1/24.			utilizing interest-based bargaining (effective 4/1/28).	
<i>Project Labor Agreement (construction jobs)</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not at this time					
<i>Other community engagement commitments</i>		Create an engagement plan for communities in work area, including DACs, through meetings with local officials and project partners.	Initiate implementation of community engagement plan, prioritizing tribes and DACs.	Continue implementation of community engagement plan.		
<i>Other labor engagement commitments (Applicant should take note if there is a requirement for Workforce Continuity Plan)</i>					Develop a change management plan with IBEW Local 77 and labor regarding change in working conditions related to technology upgrades.	Deploy the change management plan regarding changing working conditions. Plan will include training on new equipment and operations and provide forums for feedback.
<i>Community feedback and data incorporated into the project</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not at this time (If "Not at this time", please provide an		Reflect feedback meetings with local officials and	Reflect feedback from community engagement	Reflect feedback from community engagement	Report on outcome of community engagement

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	explanation in this cell).		partners in work plans.	nt in work plans.	nt in work plans.	nt plan implementation on project deployment.
<b>Investing in Quality Jobs</b>						
<i>Total Number of net new Permanent Operations Jobs:</i>	[11]					
<i>Number of net new Permanent Construction jobs:</i>	[4]					
<i>Total contracted hires for duration of grant term:</i>	[4]					
<i>Minimum starting wage for permanent hourly jobs:</i>	\$42.70/hr					
<i>Pay upper quartile wages for industry and occupation</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
<i>Fringe Benefits</i>	<input checked="" type="checkbox"/> Employer-sponsored health insurance <input checked="" type="checkbox"/> Contributions to retirement <input checked="" type="checkbox"/> Transportation assistance					
<i>Training</i>	<input checked="" type="checkbox"/> Contributions to labor-management training partnership <input checked="" type="checkbox"/> Paid training <input checked="" type="checkbox"/> Tuition support or reimbursement Note: These are all existing, company-wide benefits					
<i>Apprenticeships</i>	<input checked="" type="checkbox"/> Utilization of registered apprentices for at least 15% of construction jobs Note: We intend to utilize apprenticeships to the maximum extent possible.	Report on apprenticeship utilization for SnoSMART specific construction.	Report on apprenticeship utilization for SnoSMART specific construction.	Report on apprenticeship utilization for SnoSMART specific construction.	Report on apprenticeship utilization for SnoSMART specific construction.	Report on apprenticeship utilization for SnoSMART specific construction.



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<p><i>Health and Safety Committee with Hourly Worker Representation</i></p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not at this time</p>					
<p><i>Support for Worker Organizing/Collective Bargaining</i></p>	<p><input type="checkbox"/> Pledge to make public any commitment made in the CBP to remain neutral during any union organizing campaigns <input type="checkbox"/> Pledge to permit union recognition through card check <input type="checkbox"/> Intention to enter into binding arbitration to settle first contracts <input type="checkbox"/> Pledge to make public any commitment made in the CBP to allow union organizers access to appropriate onsite nonwork spaces (e.g. lunchrooms) <input type="checkbox"/> Pledge to make public any commitment made in the CBP to refrain from holding captive audience meetings</p>					
	<p>Through our normal course of business, we:</p> <ul style="list-style-type: none"> <li>• Allow union organizers access to appropriate onsite nonwork spaces</li> </ul>					

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	<ul style="list-style-type: none"> <li>Refrain from holding captive audience meetings</li> </ul>					
<b>Diversity, Equity, Inclusion, and Accessibility</b>						
<i>Local recruitment efforts</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Attend at least three job fairs that target underrepresented communities.	Attend at least three job fairs that target underrepresented communities.			
<i>Targeted recruitment efforts</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Post all SnoSMART positions and backfill positions on job boards targeted to underrepresented communities, including Tulalip Tribes; Use email distribution to recruit in underrepresented communities that do not have job boards.	Post all SnoSMART positions and backfill positions on job boards targeted to underrepresented communities, including Tulalip Tribes; Use email distribution to recruit in underrepresented communities that do not have job boards.			
<i>Partnering or contracting with Minority-Serving Institutions or businesses majority owned or controlled by underrepresented persons or groups of underrepresented persons</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

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<i>Partner with quality pre-apprenticeship or apprenticeship readiness program<sup>1</sup></i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
<b>Other DEIA</b>	Affirmative Action Plan	Report how recruitment outcomes contribute to SnoPUD affirmative action plan goals.	Report how recruitment outcomes contribute to SnoPUD affirmative action plan goals.			
<b>Justice40 Initiative (disadvantaged communities)</b>						
<i>Identifies benefits/impacts</i>	<input checked="" type="checkbox"/> Yes (Census tracts within cities of Everett, Mukilteo, Marysville, Lynnwood and Tulalip, Stillaguamish and Sauk-Suiattle tribal areas) <input type="checkbox"/> No	Prioritize Distribution Automation deployment with Tulalip Tribes and Marysville.	Prioritize Distribution Automation deployment with Tulalip Tribes and Marysville.			Demonstrate reduced energy and environmental burden and increased energy resilience post SnoSMART project installation and implementation.
<i>Reduction in energy costs</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Initiate development of an internal strategy that defines use cases for		Finalize strategy for deployment of the Demand Voltage Reduction	Demonstrate reduced energy burden capability resulting from

<sup>1</sup> Explore Apprenticeship.gov at [Explore Pre-Apprenticeship | Apprenticeship.gov](https://www.apprenticeship.gov/employers/explore-pre-apprenticeship)  
<https://www.apprenticeship.gov/employers/explore-pre-apprenticeship>  
<https://www.apprenticeship.gov/employers/explore-pre-apprenticeship>

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			Demand Voltage Reduction, including energy conservation.		project, including energy conservation and peak load reduction goals.	Demand Voltage Reduction implementation. Deploy DVR strategy in demonstration area.
<i>A decrease in environmental exposure and burdens</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Track and report on fuse operation prevented as DAI wildfire mitigation element begins deployment.	Track and report on fuse operation prevented as DAI wildfire mitigation element begins deployment.	Track and report on fuse operation prevented as DAI wildfire mitigation element begins deployment.	Post-installation, demonstrate reduced environmental exposure/burden through 1) number of expulsion fuse operations prevented (approximately 50 fuse operations per year) and 2) number of times protection system is activated while in wildfire mode (averaging 13 recloser lockouts on wildfire circuits)

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						between June and September in last two years).
<i>An increase in access to low-cost capital</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
<i>An increase in quality job creation, the clean energy job pipeline, and job training for individuals</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
<i>Increases in clean energy enterprise creation and contracting</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
<i>Increases in energy democracy, including Tribal nation ownership or community ownership of project assets</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (SnoSMART will install equipment to enable energy democracy but will not directly result in community ownership of project assets)					
<i>Increased parity in clean energy technology access and adoption</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
<i>An increase in energy and climate resilience</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No			Post- DAI deployment, demonstrate 1) decreased outage restoration time through remote switching. Track device operations using remote communications	Post- DAI deployment, demonstrate 1) decreased outage restoration time through remote switching.	Post- DAI deployment, demonstrate 1) a 15%-25% improvement in SAIDI from closed-loop FLISR in demonstration area; 2) decreased outage restoration time

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				technolog y.		and Post- ADMS installatio n demonstr ate use of DVR to meet resource adequacy program requireme nts.
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Staff considered pass-through mechanisms that were automatic (no Commission action required) as well as mechanisms that were discretionary (Commission action is required). Staff recommend a discretionary pass-through mechanism because it (1) preserves the public hearing and process typically undertaken for changes in customer rates; (2) retains the Commission's governance role and responsibility regarding water rates; and (3) ensures transparency over rate changes that will impact water customers.

In order to implement the discretionary pass-through mechanism, staff propose amending Section 2 of the Water Service Policies and Procedures Manual, as last amended by Resolution No. 6104, on September 1, 2023, to include a new paragraph providing the following:

City of Everett (COE) Cost Adjustment. From time to time, the City of Everett adjusts its wholesale water rates to the District. At the discretion of the Commission, the rates charged by the District may be adjusted to reflect City of Everett rate adjustments, either up or down, on the same date the City of Everett rate changes become effective or such following date the Commission may determine. The adjusted rate will be developed by incorporating the City of Everett cost changes into the Water Utility's Cost of Service Model and rate design policies adopted by the Commission in the most recent rate proceeding.

The proposed amendments to Section 2, subsection 2.6.4 of the Water Service Policies and Procedures Manual are shown in redline in the attached document.

The Commission considered a similar situation in 2009, undertaking a review and due diligence process to consider various approaches to pass through Bonneville Power Administration electric power rate adjustments to the District's electric rates. On June 23, 2009, the Commission approved Resolution No. 5440 which adopted a discretionary pass-through mechanism. The Purchased Water Cost Adjustment Clause proposed for the Water Utility is modeled after the approach used in the adjustments to the District's electric rates.

*List Attachments:*

Resolution

Exhibit A - Redlined



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION Amending Section 2 General Terms, Conditions and Policies for Water Service of the District's Water Service Policies and Procedures Manual to add a Discretionary Purchased Water Cost Adjustment Clause

WHEREAS, Public Utility District No. 1 of Snohomish County (the "District") currently obtains the majority of its water supply from the City of Everett through a long-term contract; and

WHEREAS, from time to time, the City of Everett adjusts its wholesale water rates to the District, and because such rate adjustments take place within the time period covered by the long-term contract, the District must contractually accept the adjusted water rates; and

WHEREAS, the District finds that it is prudent to include in its water service policies and procedures a statement of intent to pass through future City of Everett rate adjustments, whether up or down, to the District's water rates in accordance with the Water Utility's cost of service model and the rate design policies adopted by the Commission in its most recent rate proceeding, provided that any such pass through is at the discretion of the Commission; and

WHEREAS, requiring that the Commission exercise discretion in passing through a City of Everett rate adjustment will ensure that the public process that ordinarily accompanies a District rate adjustment will continue to occur, and that no change to the District's retail rates will be made without a formal resolution of the Commission.

NOW, THEREFORE, BE IT RESOLVED that the Commission of Public Utility District No. 1 of Snohomish County hereby adopts amendments to Section 2, subsection 2.6.4 of the District's Water Service Policies and Procedures Manual, as last amended by Resolution No. 6104, on September 1, 2023, as attached hereto and incorporated by this reference.

BE IT FURTHER RESOLVED that the amendments to Section 2, subsection 2.6.4 of the Water Service Policies and Procedures Manual adopted herein shall be effective as of October 7, 2024.

PASSED AND APPROVED this 7<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Secretary

# Section 2

## General Terms, Conditions and Policies for Water Service

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### 2.1 General Provisions

#### 2.1.1 Scope

Section 2 of this Policies and Procedures Manual provides the General Terms, Conditions, and Policies for furnishing and receiving water service. These terms, conditions and policies are a part of all proposals, offers, agreements, and contracts for furnishing and receiving water service relating to the District. A copy of this document shall be available for public inspection during regular District business hours at the District's Water Operations Facility at 3301 Old Hartford Road, Lake Stevens, WA.

### 2.2 Initiating and Terminating Service

#### 2.2.1 Service Application or Contract

- (a) Each new Customer desiring water service must make application, furnish proof of identity as required by federal regulation within a reasonable timeframe, and may be required to sign an application form or contract prior to service connection.

Application for water service may be made at the District's Water Operations Facility at 3301 Old Hartford Road, Lake Stevens.

- (b) The District may, in some circumstances, accept application for service from a second party, with the understanding that the first party will sign an application within fifteen (15) days. Such second party shall be responsible for payment of services unless and until an appropriate written and signed service application is made by the first party and accepted by the District for the entire service period.
- (c) All New Customers are to be informed, at the time of application, of connection fees and of any additional charges for services after regular service hours. Any claimed or actual failure to inform shall not, however, relieve the new Customer of any such fees or charges.
- (d) Large industrial or commercial contracts may be written on a special form and shall contain such provisions and stipulations as may be necessary or desirable to protect the interests of both the District and the Customer.

### 2.2.2 Agreement

Acceptance of service by a Customer, with or without a written application, creates a contract obligating the Customer to pay current rates, comply with service requirements and regulations, and is conditioned upon the District's verification of the Customer's identity.

### 2.2.3 Owner/Agent Agreement

A contract may be entered into by any Owner of rental property for the provision of uninterrupted service to the premises between tenancies. The Owner agrees to pay for all applicable water service rates and charges during this period and until a tenant assumes responsibility for water service under these policies.

### 2.2.4 Initiation of Service

(a) Service will be initiated when the Customer has met all District requirements and submitted:

- Proper application.
- Valid service and mailing address(es).
- Payments as required on outstanding accounts.
- Payment of all applicable fees.

(b) When new installations, conversions or upgrades of District facilities are required to provide service, requirements will vary as follows:

Newly constructed or upgraded services will require appropriate evidence of state, city or county plumbing inspection, if requested by the District.

The District may, at its option, require the presence of a responsible adult in the building at the time the water is turned on. If required, and arrangements are made to have such adult present at a predetermined time, and if such person is not present, the District, at its option, may charge a fee commensurate with that listed in the District's Schedule of Charges and Fees to arrange a subsequent time to turn on the water. Only assigned District personnel may initiate a water service connection.

### 2.2.5 Disconnection of Service

(a) Service may be disconnected for good cause, including (but not limited to):

- Violation of service requirements or regulations, rate schedules, contracts or plumbing codes.

- Failure to pay fees or deposits.
- Theft or illegal diversion of water.
- Customer system leaks of which the District becomes aware and which cause or may result in significant water loss and/or property damage.
- No one assumes responsibility for service.
- Failure to pay water charges when due.
- A chargeback of a credit/debit transaction that was received for payment after a disconnection notice was sent.
- A check that was received for payment after a disconnection notice was given is dishonored.

The District may also refuse or disconnect water service used in a manner that is seriously detrimental to the service being rendered to other Customers as further described in Sections 2.3.5 and 2.3.16.

- (b) When disconnection occurs, the Customer shall be advised in writing that service will be restored if the Customer contacts the District and fulfills other requirements of RCW 54.16.285. In the Customer's absence, the notice will be left on the premises.
- (c) Disconnection of service does not release a Customer from any obligation to the District, including ongoing customer charges and capital surcharges.
- (d) Service will not be disconnected without a disconnect notice for non-payment of bills unless.
  - No one has assumed responsibility to pay for the services, or
  - A check received for the payment of services after a disconnect notice has been given is dishonored.
  - A chargeback of a credit/debit transaction that was received for payment after a disconnection notice was sent.
- (f) While an appeal is pending, at the District's discretion, termination of service may be implemented by locking meter isolation valves or physical disconnection as the District may choose.

### **2.2.6 Reconnection**

When service is disconnected for noncompliance with service requirements or regulations, nonpayment or fraudulent use, the service will not be reconnected until the situation is corrected to the District's satisfaction.

Before reconnection, the Customer will be advised of current fees and charges for service restoration (see Appendix B, Table B-10).

Only authorized District personnel may initiate and turn-on service to a water service connection. Appropriate charges, as specified in Appendix B, for turning on or reconnecting service will be assessed as applicable.

### **2.2.7 Termination of Service by a Customer**

Except as may be otherwise provided for by a special contract or agreement with the District, when a change of occupancy or of legal responsibility takes place for water service to any premise being served by the District, the Customer may terminate service by notification in person, by telephone or in writing to the District within a reasonable time prior to such change. The outgoing Customer may be held responsible for all service supplied to the date notification is received by the District. The District reserves the right to read the meter(s) for a final bill within a one-week period from the date of notification to terminate. The final reading may be estimated from previous meter readings and historical consumption, if a final reading is not obtained. Under some circumstances the District may, at its option, require written authorization from the Customer paying for water service before discontinuing such water service.

Water service will not be terminated on a temporary basis unless there is a change in occupancy or legal responsibility. As an example, the District will not allow temporary termination of water service to accommodate extended absences or vacation. Due to the District's ongoing need to maintain the water system infrastructure the customer will at all times, absent change of occupancy or legal responsibility as described above, be responsible for the monthly customer charge and any applicable capital rate surcharges.

Permanent termination of water service at the written request of the legal Owner of the property shall require the physical removal of the water service at the Owner's cost. Such termination is irrevocable, and Owner shall pay all fees associated with a new service installation if they desire water service in the future.

### **2.2.8 Consumer Alerts, Unusual or Suspicious Account Activity**

The District may take appropriate steps as outlined in its Identity Theft Prevention Program in response to consumer alerts, indications of fraudulent activity, and other irregular account activity, up to and including termination of service.

## 2.3 Service and Equipment Requirements

### 2.3.1 Customer Facilities

- (a) Plumbing and Equipment: The Customer shall install, own and maintain all plumbing and equipment beyond the delivery point, except meters and special facilities installed or furnished by the District. The Customer's plumbing is to conform to:
- District's service requirements and regulations.
  - Applicable municipal, county or state requirements.
  - Accepted modern standards as set forth in the Uniform Plumbing Code (Current Edition).

### 2.3.2 Requirement of Adjacency to District Main

In order to be served by the District's water system, the Customer's property must lie adjacent to a District water main. If the Customer desires water service, and if the Customer's property lies remote from a suitable District main, the Customer shall be required to extend the main through or to the point of the farthest property corner paralleling the proposed main extension and pay for all costs associated with the main extension.

The AGM, or their designee, shall have the authority to waive the requirement of adjacency to a District main when the District deems it to be in the best interests of the District to do so.

### 2.3.3 Placement of Service Equipment

- (a) It is preferable that water services not be over 300 feet from the meter to the point of use in order to maintain adequate pressure. Services over 300 feet in length are permitted; however, the District will not guarantee adequate pressure for these services.
- (b) The Customer's service pipe shall be extended eighteen (18) inches beyond the meter. The water service pipe shall be installed at a location mutually agreeable between the District and Customer. The District will install the meter, meter box, and tailpiece assembly.
- (c) Private service lines shall not cross other parcels, nor shall they be constructed in public rights-of-way or in private rights-of-way solely dedicated to another property without the express approval of the AGM or their designee.

- (d) Evidence of permission to make such crossings shall be provided to the District at the time of application.
- (e) District and all necessary permits, easements or other authorization shall be obtained at Customer expense.

#### **2.3.4 Responsibility for Maintenance**

The District is responsible for maintaining its facilities and equipment to the point of delivery. The Customer owns and maintains equipment beyond the point of delivery (see Subsection 1.8.11). The District's responsibility and liability for maintaining District-owned pressure reducing valves provided for individual homes shall be limited to replacement of the device upon failure.

#### **2.3.5 Safeguard of District Facilities**

The Customer shall provide space for, and exercise reasonable care to protect any of the District's facilities on the Customer's premises. This shall include meters and other facilities installed by and remaining the property of the District. Any person knowingly and maliciously damaging or tampering with District meters and other equipment, reconnecting a previously disconnected meter for the purpose of restoring utility service or tampering with any District equipment with the intent of defrauding or illegally diverting utility service may be prosecuted by the District in accordance with RCW 9A.56. In addition, in the event of unauthorized connection, and loss or damage to the District's property, the District may collect from the Customer or responsible party, the charge for estimated unmetered water, the cost of facility repairs and replacement, administrative costs, attorneys' fees, and other costs authorized or awarded pursuant to RCW 80.28.240. The District shall also bill the Customer for reasonable administrative costs that shall include all time and expense by District personnel to resolve the situation. This charge will be in addition to the charge for estimated unmetered water.

- (a) The District may refuse service or disconnect service to Customers when conditions are hazardous or out of compliance with codes, regulations or requirements. The District is not liable for loss or damage to persons or property resulting from defects or negligence:
  - By the Customer beyond the point of delivery, or
  - In the Customer's installation, facilities, or equipment.
- (b) When an individual's action might endanger District property or interrupt water service, the District may direct a crew or serviceperson to standby. Cost for this service may be charged to the party responsible for the situation.



- (c) Should loss or damage occur to District property, the responsible party may be charged for repair or replacement cost, administrative time and expense, and estimated loss of unmetered water. However, if a District employee is at the site and approves the method and work, the charge to the Customer may be modified or waived.

### **2.3.6 Access to Premises**

- (a) The Customer is to provide District representatives with safe, clear access and entry to Customer premises for service-related work. The District's facilities must remain unobstructed and accessible at all reasonable times so the District may:
- Install, inspect, maintain or remove equipment or plumbing.
  - Read, connect, disconnect or inspect metering devices.
  - Inspect Customer-owned cross-connection control devices.
  - Inspect all Customer water facilities to ensure there are no cross-connections. At any time a cross-connection is discovered, and it is not immediately remedied by the Customer, the District reserves the right to terminate water service to the Customer until such cross-connection is removed.
- (b) For locked District equipment, the Customer will provide the District with an access key or the combination to the lock.
- (c) The Customer shall provide space and protection for District facilities on the Customer's premises, including meters, and other equipment installed by and belonging to the District.
- (d) Although the Customer is responsible at all times for maintaining Customer-owned equipment, the District may inspect Customer equipment before or after service connection.

However, such inspection, or lack of inspection, shall not be construed as placing upon the District any responsibility for the condition, or maintenance of the Customer's plumbing; nor does it guarantee the absence of cross-connections in the Customer's service.

### **2.3.7 Separate Service for Each Lot, Property, or Residence**

Each lot, property, or residence will be required to have a separate water service, except as provided for in this subsection. Customers shall not extend a service line to an additional residence without the written consent of the District.

- (a) Each multi-family residential structure may be served by either a joint meter or individual meters for each unit, at the option of the property Owner.
- (b) Commercial, industrial, institutional, or governmental Customers with facilities occupying multiple lots or structures under a single ownership, may be served by either joint meters or individual meters for each structure, at the option of the Owner.
- (c) Multi-tenant commercial, industrial, institutional, or governmental properties or structures may be served by either joint meters or individual meters for each tenant, at the option of the Owner.
- (d) A single meter may serve multiple residential lots or properties if the District approved such an arrangement in advance and the Customer has all necessary authorization to operate a public water system.
- (e) One meter may be used to provide water service to separate, accessory, and primarily non-commercial structures on the same property, if they conform to applicable local county and city regulations.

If joint metering is used, the Customer shall be the property Owner. The property Owner shall be responsible for the entire billing unless one tenant agrees in writing to assume the entire bill.

### **2.3.8 Multiple Meters**

When a Customer's service requires application of more than one rate schedule, one meter will be installed for each applied schedule. Each meter will be billed separately unless otherwise specified in a special contract.

The Customer will be responsible for purchasing and installing any additional meters desired for Customer purposes, and for placing such meters on the Customer side of the District meter. Such meters shall be as approved in advance by the District and shall be installed at the Customer's sole expense, and in a manner and location as approved by the District.

The builder of a multiple-unit complex is required to permanently and accurately number meters and corresponding building units.

### **2.3.9 Meter Testing**

The District will, at its own expense, inspect and test its meters as required to ensure a high standard of accuracy. Additional tests at the Customer's request will be made; and if the meter is found to register within two (2) percent of accuracy, the District may charge a test

fee (see Appendix B, Table B-10) for all such tests made at intervals more frequent than once in three (3) years. If the meter is found to register in excess of two (2) percent, fast or slow, the District will pay for the testing and may adjust the Customer's billing for the known or assumed period of error, not to exceed the previous six (6) months.

### **2.3.10 Pressure Reducing Valves**

Pressure reducing valves (PRVs) serve to protect Customers' plumbing and appliances from damage due to high water pressure. A PRV should be installed when the District determines that water pressure at a service location exceeds 80 pounds per square inch (psi). The following conditions shall determine how the installation is performed:

For pressures greater than 80 psi, the Customer may select one of the following options:

- At the time the meter is installed, the District will install a PRV on the District side of the meter, for a one-time set fee (see Appendix B, Table B-1). After the PRV is installed, the District will be responsible for its repair and/or replacement at no additional cost to the Customer, subject to the limitation set forth in Section 2.3.4. However, if the Customer does not request the District to install a PRV at the time of meter installation, and later requests the District to install a PRV, the full cost of installation will be charged to the Customer, rather than the set fee.
- The Customer may install their own PRV, or have a plumber install it, on the Customer side of the meter, at the Customer's expense. In this case, the property Owner will be responsible for maintenance, repair or replacement of the PRV.

### **2.3.11 Booster Facilities**

The District may boost service pressure via a Customer-owned and maintained individual booster pump housed in a suitable location on the Customer's property. This method of service shall only be considered in limited circumstances where: 1) a positive pressure of 30 psi cannot be provided during peak hourly design conditions; 2) a multiple Customer booster facility is not feasible; and, 3) where the Customer is located in close proximity to a storage reservoir that will provide positive pressure to the suction side of the individual booster during peak hourly demand flow and fire flow conditions. If these conditions are met, service shall be conditioned upon agreement to pay a Boosted Minimum Charge (see Appendix B, Table B-6) in addition to other applicable service charges. The property Owner shall provide a suitable location, power supply, and suction/discharge piping in accordance with the District's Standards and Specifications. In addition, the Customer shall sign a Boosted Service Agreement which outlines the terms and conditions of such service.

This section does not apply to design of water systems for new developments.

### **2.3.12 Cross-Connection Prevention**

Cross-connections between the District's water service and any other source of water are prohibited, unless authorized by the District in combination with the use of a backflow-prevention assembly. Service connections and individual Customer plumbing systems shall be constructed and maintained so as to prevent backflow of potentially contaminated water into a potable water system. The control or elimination of cross-connections shall be in accordance with the provisions of WAC 246-290-490, as modified from time to time.

The District reserves the right to inspect all Customer water facilities to ensure that no cross-connections exist, in accordance with District policies on access to premises (see Section 2.3.6). At any time an unauthorized cross-connection is discovered and it is not immediately eliminated, that water service will be terminated until the cross-connection is eliminated.

### **2.3.13 Backflow-Prevention Assemblies**

The District may, at its sole discretion, permit or require a Customer to install a backflow-prevention assembly on the Customer's plumbing system or service connection. Customers required to install backflow-prevention assemblies include, but are not limited to, those who:

- (a) operate commercial or residential fire sprinkler systems connected to their plumbing;
- (b) operate an irrigation system connected to their plumbing;
- (c) maintain cross-connections of their water system with air-conditioning systems, medical equipment, or other devices or processes where chemicals, micro-organisms, or other objectionable substances may be drawn into the water system;
- (d) own or maintain systems that, in the judgment of the AGM or their designee, compromise the health and safety of other users of the District's water system.

The entire cost of installing a backflow-prevention assembly shall be borne by the Customer, and the assembly shall remain in the Customer's ownership and as the Customer's responsibility.

Periodic inspections, testing, and repairs of backflow-prevention assemblies, as required by WAC 246-290-490, shall be arranged by Customers at their own expense, using firms or individuals who are licensed cross-connection control specialists. A signed copy of the inspector's completed report shall be provided to the District to confirm that assemblies are operating in a satisfactory manner.

Inadequate maintenance of a backflow-prevention assembly or failure to perform the required periodic inspection and testing shall be grounds for termination of water service.

### **2.3.14 Relocation and Abandonment of Delivery Points**

- (a) A Customer's delivery point may be relocated at the Customer's request, subject to advance payment of the estimated cost of relocating the District's service pipe, meter and other facilities, which includes a Meter Abandonment Fee to cover the cost of removing the existing meter connection and disconnecting the service at the District's main and a Service Connection Charge for the installation of a new meter and other facilities or equipment necessary to connect to the District's main at the new location. These costs are described in Appendix B, (Tables B-1 and B-10). The Customer shall be responsible for relocation of the service line to the new location. The District will disconnect the old service at the meter and connect the new service.

The District may reduce the costs to be charged to the Customer for relocating any of the District's facilities, as requested by the Customer, to the extent that such relocations may benefit the District. In determining the amount of such reduction, the District will give consideration to the remaining physical life of facilities or equipment replaced, the improvement to the system operations, and any increased revenue that will accrue to the District as a result of such relocations.

- (b) An existing delivery point may be abandoned and removed at the Customer's request. Abandonment typically occurs when a delivery point is relocated, but may also be requested where a Customer wishes to remove redundant service points on the Customer's property. Abandonment of a delivery point at the request of a Customer is subject to advance payment of the estimated cost of removing the meter, the District's service pipe, and other facilities and to disconnect the service at the District's main. The cost of abandonment is described in Appendix B, (Table B-10), as a Meter Abandonment Fee.
- (c) When a Customer requests District relocation or abandonment of delivery points, the District will prepare a project cost estimate for the total cost of all labor, materials, tools, equipment, transportation and permits to complete the work. After the Customer remits payment, the District will schedule and install the work. When the work is complete, the Customer will be billed the increased difference or credited the decreased difference between the project cost estimate and the actual project cost.

### **2.3.15 Resale**

Customers may resell water only with prior, written District authorization. Rates charged may not exceed rates the District charges for similar service; provided that the prohibitions

in this Section shall not apply when resale is pursuant to the terms of a valid wholesale agreement entered with the District.

### **2.3.16 System Disturbances**

Water service shall not be utilized in such a manner as to cause severe disturbances or pressure fluctuations to other Customers of the District. If any Customer uses equipment that is detrimental to the service of other Customers of the District, the District may require the Customer to install, at their own expense, equipment to control such disturbances or fluctuations.

### **2.3.17 Freezing**

It shall be the Customer's responsibility to protect from freezing all piping, fixtures and appurtenances on the Customer's side of the point of delivery. Any damage resulting from freezing shall be considered the responsibility of the Customer.

### **2.3.18 Interruption of Service**

- (a) It is the District's intent to provide adequate and continuous service with minimum interruption. However, the District:
- does not guarantee against occasional curtailment or failure of water service;
  - shall not be liable for resulting injury, loss, or damage; and
  - shall not be considered in breach of contract for temporary interruption of service.
- (b) Repairs or improvements to facilities requiring temporary service interruption occur occasionally. They will be expedited and timed to minimize Customer inconvenience. When possible, a preceding notice will be sent to the Customer.
- (c) If the Customer's water service fails, the Customer shall endeavor to determine if the cause is on the District's side or the Customer's side of the meter.

When the District responds to a Customer call after service hours, and the problem is found to be with Customer equipment, the District will make no repairs. The Customer may be charged a set fee for such response (see Appendix B, Table B-10).

### **2.3.19 Additional Water Supply**

A Customer desiring a District change in the capacity of its service connection and meter to supply increased quantities of water shall notify the District sufficiently in advance so

that the District may, if determined by it to be economically feasible, provide the facilities required to supply increased quantities of water. The Customer shall pay in advance the cost of any such facilities.

### **2.3.20 District Representation by Employees**

Except as specifically authorized in these policies and regulations, no promise, agreement or representation of any employee or agent of the District, with reference to the furnishing of water service by the District, shall be binding on the District, and in no event shall the same be binding on the District unless the same shall be in writing signed by the AGM or their designee.

No inspector, agent or employee of the District may ask, demand, receive or accept any personal compensation for any service rendered to a Customer in connection with supplying or furnishing water service by the District.

## **2.4 Meter Reading, Billing, Payment and Collections**

### **2.4.1 Meter Reading**

- (a) Meters will be read monthly and routinely at regular intervals within a five-day variance. The District may alter or reroute its meter reading and billing cycle dates when such alteration or rerouting is in the best interest of the District.
- (b) Opening or closing readings may be prorated or interpolated.
- (c) Special meters may be installed on any account when the nature of the Customer's equipment and operation so indicates for correct rate schedule application and/or Customer service improvement.

### **2.4.2 Multiple Delivery Points**

The rates of the District are based upon the supply of service to the entire premises through a single delivery and metering point. Separate supply for the same Customer at other points will be separately metered and billed. Unless otherwise specified in a contract, the District will not totalize metering of separate points of supply or services.

### **2.4.3 Billing**

Bills and/or notifications will be sent to the mailing address and/or email address furnished by the Customer. Failure to receive a bill will not release the Customer from the obligation to pay for services provided in a timely manner.

Bills will be issued monthly and generally will be based on exact meter readings. Bills may be estimated when:

- Meter is not accessible to meter reader;
- Meter is under snow or water;
- Meter malfunctions; and/or
- Other circumstances beyond the District's control interfere with meter reading.

In the event that bills are estimated, an adjustment will be made at the time of the next regular billing that is based on an actual meter reading.

The District will send bills, notices and related information by first class mail and/or will send email or email notification to Customers who have made their e-mail addresses available to the District in connection with the use of the District's electronic bill pay and presentment services. If Customers do not provide proper mailing addresses and/or email addresses or a means of receiving mail, their service will be subject to disconnection.

#### **2.4.4 Payments**

The Customer's obligation to pay a bill accrues on the date the bill is issued. Payment is due by the due date on the bill. Payments will be considered made when received at the District office. Payments are to be accompanied by a billing remittance slip or account number.

#### **2.4.5 Payment Plans**

Customers may have an opportunity to keep water service accounts current through optional payment programs pending review of the Customer's payment history. Residential Customers shall have the option of a budget billing payment plan.

#### **2.4.6 Adjustments**

Pursuant to Resolution No. 4860 adopted by the Board on July 13, 1999, updated by Resolution No. 5647 adopted on October 22, 2013, and updated by Resolution No. 6104 adopted on August 22, 2023 certain District staff listed below have authority to grant adjustments if they determine that the cost of continuing to deny the Customer's request substantially exceeds the amount in dispute and results in reduced Customer satisfaction.

#### ***Authority Levels:***

AGM	Up to \$500 each occurrence
Senior Manager, Customer Accounting	Up to \$250 each occurrence



Senior Manager, Customer Experience	Up to \$250 each occurrence
Manager, Water Utility Business Services	Up to \$100 each occurrence

- (a) In the case of incorrect application of rates, stuck meters, or clerical errors, retroactive billings will be made for the previous three (3) years or the Customers move in date, whichever period is less.. In the case of billing to the wrong Customer due to meter misidentification, adjustments will be made three (3) years back or the Customer's move in date whichever period is less.

Municipal Tax (debit or credit) will be adjusted back when incorrect tax codes are identified, for a maximum of six (6) months for the current Customer.

A final balance (debit or credit) of less than five dollars (\$5) may be written off by the District.

When it has been determined that a Customer has received unmetered service or when the Customer has caused the service furnished to be improperly or inaccurately metered, the District may render bills for such service based upon its reasonable estimate of the service actually furnished for the full period during which the service was unmetered or improperly metered. However, in those cases where the premises have been remodeled resulting in a situation whereby more than one Customer is served by one meter, no adjustments will be made and the Owner of the premises shall be required to assume responsibility for the billing effective the last regular reading date unless another person agrees in writing to assume full responsibility for the billing.

- (b) Leak Adjustments are available for single-family residential Customers only. A single-family Customer may be eligible for a water bill adjustment in the event of a loss of water through abnormal conditions when the cause is deemed by the District to have been undetectable and not resulting from a lack of normal maintenance by the Customer. No adjustments of water charges shall be made for losses resulting from Customer negligence, improper operation of plumbing by the Customer, and/or failure of the Customer's plumbing system. The section of service line qualifying for a potential leak adjustment is between the point of delivery at the meter box and the house or facility. Taps off the service line, and any leaks resulting from such taps (e.g., but not limited to, irrigation, swimming pools, outdoor hose bibs), are not eligible. The date that qualifies as "official notification" of a leak varies depending upon the circumstances.
- (1) If a District employee identifies a potential leak, written notification will be mailed to the Customer. A door hanger may also be left in a prominent place at the residence. The date of the letter will serve as the "official notification" date.

- (2) If the Customer contacts the District regarding the possibility of a leak, a visit to the site address will be initiated. Upon verification of a qualifying leak, a letter will be mailed to the Customer. The date of the letter will serve as the “official notification” date.

Once a leak has been identified, the Customer will be provided with a ten (10) day period to conduct the repairs.

The District will adjust by fifty percent (50%) the charge for the excess amount of water used during the eligible time frame for a qualifying leak that has been repaired. The eligible time frame for account adjustments will consist of: (a) the ten (10) day period allotted for repairs, regardless of how long the repair actually takes; (b) the period from the “official notification” date back to the beginning of the current billing period; and (c) a limited number of previous billing periods if the District determines that there was an excess amount of water use attributable to a qualifying leak, provided that retroactive adjustments under this subsection will not exceed the previous six (6) billings on monthly billed accounts.

The methodology for determining excess amount of water over normal consumption will be determined by the previous years’ history for an existing Customer; an average use of 800 cubic feet per month will be used as the “normal use” base for new Customers or Customers without sufficient consumption history.

A Customer is eligible for one leak adjustment per twelve (12) consecutive months, from the time of a previous leak adjustment. Additional adjustments may be provided if, in the District’s opinion, a good faith effort was made by the Customer to repair the leak and new circumstances have caused further leaking.

The AGM or their designee will be responsible and accountable for authorizing adjustments.

No adjustment shall be made in the water billing that is caused by freezing.

#### **2.4.7 Late Payment Charges**

A late payment fee may be assessed on all accounts that have an unpaid balance after the due date. (See Appendix B, Table B-10).

#### **2.4.8 Disconnect Notices**

- (a) Disconnect Notices will be mailed no sooner than thirty-one (31) days after the original billing date. The notice will be for arrears only and a disconnection fee may be charged for credit disconnection.

- (b) A brochure explaining credit, disconnect policies and Customers' rights and remedies, will accompany each Disconnect Notice on all accounts.
- (c) Disconnection will occur following the due date on the disconnect notice unless:
  - The delinquent payment has been received at a District office by the due date.
  - A deferred payment agreement has been reached.
  - The Customer has appealed the action.
- (d) Exceptions: In certain instances, where health, safety or essential services would be otherwise jeopardized, or for purposes of economy, the District may withhold disconnect notices.

#### **2.4.9 Collection**

While considering individual Customer needs, the District is obligated to make prudent collections. Reasonable collection methods will be used, including disconnection of service, collection agency assignment, or lawsuit.

- (a) Undercharges/Overcharges: The District will, within one (1) year after it becomes aware of undercharges/overcharges that are a result of its error, take action to collect/credit all amounts that were undercharged/overcharged during the three (3) years prior to the date upon which the District became aware of the error, or back to the date of responsibility change, whichever is more recent. If the District fails to act during that one-year period, no collection action will be taken. No action shall be taken to collect/credit any undercharges/overcharges resulting from District error, for water utility services that the District delivered more than three (3) years before it became aware of that error.
- (b) Payment for Undercharges: A Customer may pay amounts undercharged as a result of District error, without interest, in installments of approximately equal amounts during a period that is no longer than the period for which the Customer was undercharged for services. If a Customer does not agree to pay for undercharged water utility services or, if having agreed fails to make payment, normal District collection practices will be followed.

#### **2.4.10 Extenuating Circumstances**

- (a) The District may pursue a solution with Customers temporarily unable to pay on time due to extenuating circumstances. The availability and terms of a deferred payment plan will be based on a review of the individual Customer's situation, including:

- Amount and age of delinquency.
  - Past payment record.
  - Ability to pay.
  - Demonstration of good faith.
- (b) Employees will give Customers available information on other resources for assistance, when appropriate.
- (c) Service will not be terminated for inability to pay when termination would be especially dangerous to health of a resident, as determined by the District if the Customer has made application to appropriate agencies for assistance and payment is pending.

#### **2.4.11 Insolvent Accounts**

If the District has reason to believe a Customer to be insolvent, in financial difficulty or contemplating bankruptcy, appropriate action may be taken to secure payment of charges due. Requirements may include an adequate security deposit, altered payment schedule, or other actions deemed necessary and reasonable by the District.

#### **2.4.12 Transfer of Unpaid Balances**

A water service Customer's previous unpaid balance may be transferred from one service address to another as part of the Customer's current utility service obligation and subject to the District's requirements for payment.

## **2.5 Dispute Resolution**

### **2.5.1 Mandatory Hearing**

Any Customer or other person who believes that he/she has been adversely affected by a decision which the District has made to:

- (a) Terminate the delivery of water service (i.e., disconnect the Customer); or
- (b) Refuse to deliver water service (i.e., not connect the Customer); or
- (c) Require the Customer to pay for water service previously delivered (i.e., transfer an outstanding balance to a new water or electric account); or
- (d) Require the Customer to make periodic payments in specific amounts to pay for water service previously delivered as a condition of receiving water or electric service (i.e., require a payment plan); or

- (e) Require the Customer to provide security as a condition of receiving water (i.e., require a security deposit); or,
- (f) Require the Customer to pay a fee or penalty; (e.g., reconnection fee, account service fee, etc.);

has the right to have that decision reviewed in a hearing to be held by a District Hearing Officer.

### **2.5.2 Discretionary Hearing**

The District may, at its discretion, with the approval of the General Manager or their designee, provide a hearing to any Customer who believes he/she has been adversely affected by any decision of the District on any matter other than the decisions listed in Section 2.5.1.

### **2.5.3 Dispute Resolution Procedures**

The procedure for initiating, processing and resolving disputes shall be those that are set forth in the Board's adopted "Dispute Resolution Procedure" as it is amended from time to time.

## **2.6 Rates, Fees and Charges**

### **2.6.1 Service Connection Charge**

- (a) A Service Connection Charge (SCC) shall be charged to all new Customers connecting to District facilities, and to all existing Customers requesting additional service work. The amount of the SCC is shown in Appendix B, Table B-1.
- (b) Additional costs for services may be required if the service will be connected to a main previously constructed, under the District's line extension policy (see Section 3.3).

### **2.6.2 General Facilities Charge (GFC)**

A General Facilities Charge (GFC) is applied on new service connections to compensate for costs the District incurs in construction or acquisition of water system general facilities, (i.e., source, storage, treatment and transmission facilities); required to support the addition of the new Customers. The GFC amount is based on the demand a new water service connection is expected to place on the water system (see Appendix B, Tables B-2 and B-3). Equivalent Residential Units (ERU) will be used to represent the demand a given service will place on the District's water system and consequently that service's respective

share of the costs of the District's water system general facilities (see Appendix B, Table 3). The following procedures apply to payment of the GFC:

- (a) All new Customers connecting to a District water main or expanding their service connection shall pay a GFC, except as follows:
  - (1) The GFC shall not apply to extensions, new developments, or subdivisions where all applicable water system source, storage, treatment, and transmission facilities are financed wholly by the benefited properties under the LUD process (see Section 3.3.2) or through the Applicant extension process.
  - (2) If a new Customer provides documentation, acceptable to the District, that the applicable GFC for such Customer's requested connection has already been paid through past payment by an Applicant, or other means, the GFC shall not be applied.
  - (3) In order to promote non-overlapping water service boundaries within the District's claimed water service area as shown in the current North Snohomish County Coordinated Water System Plan, any existing Customers of a municipal water system may, with the consent of the municipal supplier, be transferred to an existing District water main, if available, subject to the financial and operational terms of the District. The GFC for such transfers may be waived at the discretion of the AGM in an effort to promote the resolution of overlapping water service areas.
- (b) Where construction of a development or subdivision requires connection of a new Applicant-installed main extension to the District's water system, the Applicant has the option of paying the total applicable GFC for all lots at the time of conveyance of the main extension to the District, or deferring payment of the GFC applicable to any individual lot until a service connection is requested for such lot (see Appendix B, Table B-2). For Satellite or Remote systems, the option of deferring payment of the GFC is at the discretion of the AGM.
- (c) Where a development or subdivision is constructed within the boundaries of the District's integrated water system, but connection with the District's integrated water system is deemed by the District in its sole judgment to be impracticable at the time of construction, such development or subdivision may construct and utilize a separate, temporary water supply, storage and distribution system, to be owned and operated by the District. Such system shall be attached to the District's integrated water system at District cost at such time that the District deems attachment practicable and appropriate. The Applicant of the development or

subdivision must pay the applicable GFC in addition to the construction of the temporary source and storage facilities. The Applicant has the option of paying the GFC at the time of conveyance of the new distribution system to the District, or deferring payment of the GFC applicable to any individual lot until a service connection is requested for such lot (see Appendix B, Table B-2).

- (d) When the Applicant chooses to defer the payment of the GFC, an adjusted GFC amount shall be applicable in order to permit the District to recover administrative costs and interest costs associated with delayed payment (see Appendix B, Table B-2).
- (e) When the Applicant chooses to defer the payment of the GFC with regard to any specific parcel of property to be connected to the District's water system (including, in the case of a condominium, any unit or common area), the Applicant shall be obligated to disclose to the initial purchaser of such parcel of property that a GFC is due and must be paid to the District prior to installation of a meter and connection of such parcel to the District's water system. Installation of a meter and connection of a parcel of property, including a condominium unit or any parcel held in common for the development, to the District's water system shall not occur until all applicable fees have been paid to the District, including but not limited to the required GFC.

An Applicant who fails to provide the disclosure required in this subsection shall defend, indemnify and hold the District harmless from and against any and all claims, demands, losses, costs and damages of whatsoever nature, including attorney fees and costs, incurred by the District as a result of such failure.

- (f) The District shall determine the appropriate number of ERUs to be assigned to any and all new Customer connections. The GFC for a subdivision constructed under the circumstances described in subsections (b) and (c) above where the Applicant has chosen to pay the GFC at the time of conveyance to the District of the Applicant-installed main extension or water distribution system, shall be based upon the total of the estimated total number of ERUs as determined by the District to be necessary to provide service for all of the parcels of property within the development or subdivision to be served by the District. If the use classification or the number of dwelling units for any parcel changes between the date of the estimate and the date of application for service to such parcels, causing a change in the estimated ERUs applicable, the GFC shall be recalculated accordingly. The recalculation shall be based upon the new number of ERUs. If the recalculated GFC is greater than the original payment, the Applicants for service to parcels which have a different use classification or a different number of dwelling units shall pay the difference between the recalculated GFC and the estimated GFC. No

refunds will be made by the District where the recalculated charges are less than the original payment.

In recalculating the GFC, the rates in effect at the time of the recalculation shall be used; and for purposes of calculating the difference that the Applicant shall pay, the estimated GFC shall be recomputed based upon the rates then in effect.

- (g) The GFC shall also apply to an LUD or to the identified and assessed individual properties contained therein at the time of formation. Properties within an LUD are subject to the applicable LUD GFC. However, once an LUD has been established and the final assessment roll confirmed, any additional individual water service Customers within such established LUD requesting a new water service connection or adding to the number of ERUs to be served by that Customer's existing water service connection shall be deemed a "new Customer," and be subject to the applicable GFC imposed at the time of connection (see Section (h) below).
- (h) In all cases, the GFC paid shall be based upon the GFC in effect on the date of payment.

### 2.6.3 Distribution System Charge (DSC)

The Distribution System Charge (DSC) is assessed to compensate for costs the District and its existing Customers have paid to install the system's existing local distribution network, or for the costs of installing new distribution lines required to support the addition of the new Customers.

The DSC applies to each new Customer connecting to a District-owned water main when such new Customer has not contributed to the cost of the water main either through an LUD assessment, other charge imposed by District policy, or through purchase of an individual parcel specifically for which the water main extension was originally installed. The DSC also applies to each new Customer within satellite systems in cases where the conditions for District acquisition of the system include payment of the DSC.

Depending on the type of development, the DSC is calculated as either a standard charge per connection, or as a charge based on front footage. The DSC for various types of service is shown in Appendix B, Tables B-4 and B-5.

Payment of the DSC is required with regard to each of the following situations:

- (a) Whenever construction of a development or subdivision includes connection to a District main **and** extension of a new or the replacement of an existing main by the Applicant along the entire frontage of the proposed development or subdivision is **not** required, a DSC shall be imposed upon the Applicant.



- (b) Whenever a lot for which a DSC has been paid is subdivided, and additional water connections are made to serve the new lots created by subdivision, an additional DSC shall be collected from the Applicant or each new Customer connecting to a District main.
- (c) Whenever a new Customer connects to a District main under an Interim Connection Agreement (ICA), a DSC shall be imposed.

Where applicable, a DSC collected from a new Customer shall be paid as reimbursement to the Applicant responsible for installation of the water main, in accordance with Section 3.3.9 of this manual.

In the case of a new Customer connection to a water main installed through a completed LUD process, the DSC collected shall be paid as reimbursement to the District; the DSC shall be equal to the apportioned distribution system cost assessed to each participating LUD property, or the current DSC amount, whichever is greater.

In order to promote non-overlapping water service boundaries within the District's claimed water service area as shown in the current North Snohomish County Coordinated Water System Plan, any existing Customers of a municipal water system may, with the consent of the municipal supplier, be transferred to an existing District water main, if available, subject to the financial and operational terms of the District. The DSC for such transfers, if owed only to the District and not needed for reimbursement to a 3rd party developer who funded the initial main extension, may be waived at the discretion of the AGM in an effort to promote the resolution of overlapping water service areas.

#### **2.6.4 Water Rates and Charges**

A summary of the District's rates and charges by Customer class and water system is provided in Appendix B, Tables B-6, B-7, B-8, and B-9. These rates and charges include a Monthly Customer Charge or Daily Base Charge for each account, Commodity Rate, an Unmetered Daily Rate, and a Monthly Capital Surcharge (for systems where such charge has been adopted to cover the costs of system specific improvements). For purposes of billing the Monthly Capital Surcharges are shown as a Daily Capital Surcharge. For specific detail, refer to the Water Rate Schedules available on the Internet at <http://www.snopud.com>. In case of conflict between the provisions of any rate schedule or special contract and this Policies and Procedures Manual, the provisions of the rate schedule or special contract shall apply.

City of Everett (COE) Cost Adjustment. From time to time, the City of Everett adjusts its wholesale water rates to the District. At the discretion of the Commission, the rates charged by the District may be adjusted to reflect City of Everett rate adjustments, either up or down, on the same date the City of Everett rate changes become effective or such following date the Commission may determine. The adjusted rate will be developed by

incorporating the City of Everett cost changes into the Water Utility's Cost of Service Model and rate design policies adopted by the Commission in the most recent rate proceeding.

### **2.6.5 Non-Standard Service Charges**

- (a) The District shall charge private parties and public entities for services rendered by the District on behalf of such private parties or public entities.
- (b) For services not covered by standard fees or charges, the rate charged for services (the "service rate") rendered by District personnel shall be the hourly rate for the position, including benefits, plus overhead.
- (c) Equipment shall be billed at reasonable rates consistent with retail rental rates for like equipment in the greater Seattle-Tacoma-Everett area. Such rates will be established by the AGM or their designee, on a case-by-case basis, by obtaining three (3) or more estimates from private rental firms in the area.

### **2.6.6 Account Service Charge**

- (a) An Account Service Charge (see Appendix B, Table B-10) is to be billed during processing of each service application, except for:
  - Initial meter installation for service to a premise.
  - Services or meters added to existing premises or account by new service application.
  - Initial temporary meter and service for construction.
  - Owner/agent agreement with Owner/agent assumption of responsibility for service between tenants.
  - Disconnection of an account for nonpayment and reconnected subject to a disconnection and/or reconnection fee.
- (b) A credit of the account service charge may be given in those cases where a Customer has been moved into an account in error.
- (c) The Customer is to be advised of the account service charge at the time the application is taken.
- (d) The account service charge is to be billed on the first invoice received by the Customer.
- (e) The following procedures shall be followed:
  - Separate applications for service when billed on different account numbers at the same address -- one charge for each account, unless separate accounts are

established for District convenience.

- Electric and water service on one account -- one charge.
- Multi-service account -- one charge for each additional meter reconnection after the initial application.
- Multi-metered complex (e.g., apartment house) - one charge per account for general use areas.
- If no general use account - one charge per building to initiate service for one or more non-rented units.

### **2.6.7 Records Research Charge and Public Information Requests**

The District will make information and records available to the public for inspection and copying in accordance with chapter 42.17 RCW, the Washington Public Records Disclosure Act, and District Policy.

Information and records concerning water service, including rates, charges, connections, disconnections, construction, installations, engineering, policies and procedures may be obtained from the Water Utility, located at the Water Operations Facility, 3301 Old Hartford Road, Lake Stevens, Washington. Requests for public records will be handled in compliance with provisions of the District's policy on Access to Public Information and Records. No fee is charged for inspection of public records on the premises; however, the District imposes a charge for providing copies of public records. Such charges do not exceed the actual costs of copying. The Customer may be billed a records research charge at cost for documentation requested on their account.

### **2.6.8 Disconnection/Reconnection Charge**

- (a) Whenever water service has been disconnected for noncompliance with the Policies and Procedures, for nonpayment, or for fraudulent use, the service will not be reconnected until the situation requiring such action has been corrected to the satisfaction of the District.

A disconnection fee shall be charged to cover the cost of turning off the water service (see Appendix B, Table B-10). A separate reconnection fee shall be charged for same day reconnection during regular business hours, next day reconnection during regular business hours, and reconnection at all time after regular business hours including weekends and holidays. See Appendix B, Table B-10 for the different reconnection fees. As appropriate, the Customer will be pre-advised of these fees.

- (b) When an account requires the physical reconnection of both electric and water, the total charge will include components for each type of service (see Appendix B, Table B-10).

### **2.6.9 Discounts**

The Water Qualified Assistance Discount program will be administered by the District's Customer Service Department in accordance with the criteria and income levels set forth in the District's Customer Service Regulations for Electric Service. Qualifications and rates can also be found on the Internet at <http://www.snopud.com>.

### **2.6.10 After-Hours Connection Charge - new Customer or Vacant Account Reconnect**

- (a) For connection requested to be completed during the hours of 5:30 p.m. to 7:30 a.m., or during weekends or holidays, Customers will be advised at all times that there will be an after-hours connection charge (see Appendix B, Table B-10) in addition to the Account Service Charge.
- (b) When an account requires the physical reconnection of both electric and water, an additional charge will be imposed for the electrical component of the work.

### **2.6.11 After-Hours Service Charge - Established Customers**

Established Customers will be advised at all times of a charge (see Appendix B, Table B-10), plus material cost and tax, if a water serviceperson is dispatched to the Customer's premise, at the Customer's request, during other than normal business hours (5:30 p.m. to 7:30 a.m. and weekends and holidays) and it is determined that the problem is caused by a failure of the Customer's facilities.

### **2.6.12 Returned Check Charge**

An accounting service charge (see Appendix B, Table B-10) may be made to each water service account for which payment has been received by any check or legal tender which is subsequently returned to the District by the bank or for which a charge back is received for irregularities, lack of sufficient funds in the payer's checking account or the customer having closed the account.

### **2.6.13 Security Deposit**

- (a) Security deposit may be required of a Customer at application or later for any of the following reasons:
  - Incomplete or improper application.
  - Misrepresentation of identity.
  - Tampering with District equipment.
  - No established credit.
  - Payment record.
- (b) A notice will be provided to the Customer when a security deposit is required,

showing the amount and due date.

- (c) Payment or acceptable collateral is due as stated in the notice unless other arrangements are made within that period.
- (d) Amount of deposit will not exceed the established flat fee amount (see Appendix B, Table 10) for those residential Customers who have been District Customers for less than twelve (12) months. The amount of deposit for those residential Customers who have been District Customers for more than twelve (12) months will not exceed the estimated maximum billing for two (2) consecutive months within a 12-month period.
- (e) Amount of deposit for commercial Customers will be the highest two (2) month billing in a 24-month period.
- (f) Deposit, plus interest, will be applied to the account based on evaluation of Customer credit history, after twelve (12) months experience with residential Customers and twenty-four (24) months with commercial Customers.
- (g) Upon termination of service, an existing deposit, plus accrued interest, will be applied to any amounts due and any balance refunded.
- (h) Transfers: When a Customer relocates and reapplies for service, an existing deposit will be applied to the bill. A credit balance will be carried over to the Customer's new service location. A new deposit based on the consumption at the new address, or a flat fee, will be required when appropriate.
- (i) Interest: Interest will be paid on all deposits. The interest rate paid will be established periodically by the District Treasurer.

#### **2.6.14 Charge at Cost for Nonstandard Service**

The Customer shall pay the cost of any special installation necessary to meet the Customer's particular requirements for service at other than standard pressures, or for closer pressure regulation than would normally be provided at the location involved.

#### **2.6.15 Surcharges**

By action of the Board, the District may impose surcharges on monthly Customer rates, to fund capital improvements or operations and maintenance. Surcharges may be imposed on all District Customers, or on Customers in selected pressure zones, satellite systems, etc., according to the benefits derived from the capital improvements or the operations and

maintenance activities funded. For purposes of billing monthly surcharges may be shown as a daily charge.

## 2.7 Violations

### 2.7.1 Unauthorized Taking of Water, Tampering with Equipment, and Unauthorized Connection to the District's System

When appropriate, the District will seek criminal or civil proceedings for theft of water, destruction of District property and other violations of law affecting delivery of its services authorized by applicable city or county ordinance or by federal or state law, including RCW 9A.61 Defrauding a Public Utility, and may pursue collection under RCW 80.28.240 for its losses, damages, and costs related to such actions to the full extent provided by law. In addition:

- (a) There may be levied an investigation or service and/or commodity charge (see Appendix B, Table B-12) against any person, firm or corporation who shall take water or knowingly received the benefit of water taken from any water line, reservoir, or fire hydrant, or any facility of the District without the District's consent and without first having obtained from the District a permit to take such water. Such sum shall be due and payable immediately upon the taking of such water.
- (b) There may be levied an investigation, service and/or commodity charge (see Appendix B, Table B-12) against any person, firm or corporation who shall tamper with any water meter, fire line meter, service line, or any meter related appurtenances of the District. Such sum shall be payable at the time of discovery by the District of such tampering.
- (c) There may be levied an investigation, service and/or commodity charge (see Appendix B, Table B-12) against any person, firm or corporation who shall take water from an angle stop, service lead, angle check valve, or related appurtenances intended for a future meter installation without consent from the District to take such water. A meter will not be installed to serve such property until such charge is paid together with the standard meter installation fees. If a meter application has been purchased from the District and, prior to installation of such meter, it is determined by the District that water has been taken in violation of this section then such meter will not be installed and the meter application will be held until the purchaser of such meter application pays the charge.
- (d) There may be levied an investigation, and service and/or commodity charge (see Appendix B, Table B-12) against any person, firm or corporation who shall operate any valve in the District's system without the District's consent. Such sum shall be due and payable at the time of discovery by the District of such unauthorized operation.

## 2.8 Fire Protection

### 2.8.1 Commercial Fire Protection Service

- (a) Application for water service for the sole purpose of commercial fire protection must be made by completing and signing a standard application form.
- (b) The minimum charge shown on the District's rate schedule includes water for fire protection use only. The monthly rate of water used, except for fire protection, will be double the regular-metered service water rate applicable to that certain Customer.
- (c) Service charge for new fire protection service connection.
  - The Customer must pay the cost, including installation costs, from the Customer's premises to an existing main of the District.
  - The Customer must pay the cost of a detector check and meter, plus the cost of installation.
- Services to be used for fire protection exclusively may only be fitted with fixtures that will be used for fire protection and shall not be connected to any fixtures that will be used for other purposes. Customers having such services shall be charged not less than the minimum standby service charge as established from time to time by resolution of the Board. In no case shall any connection be made upon any service line, tank or other fixture installed exclusively for fire protection for any purpose except the fire service or through any pipes, tank or other fixtures reserved for fire protection be permitted for any purpose except the fighting of fires. To protect against water being drawn from a fire service for any purpose other than the fighting of fires, the District may install a detector meter on such service and charge all costs of such installation to the property and the Customer.

### 2.8.2 Hydrant Installation

The District will install hydrants on existing District water mains, at the request of one or more Customers, if the mains are of sufficient capacity to provide adequate fire protection, with costs borne by the Customer(s). The type of hydrant and location shall be as specified by the District, which shall include the requirements established by appropriate jurisdictional agencies, regulations of Snohomish County, and the Snohomish County Coordinated Water System Plan, whichever is stricter.

When one or more Customers request installation of a new fire hydrant on an existing water main, the District will prepare a project cost estimate for the total cost of all labor, materials, tools, equipment, transportation and permits to complete the work. After the Customer remits payment, the District will schedule and install the work. When the work

is complete, the Customer will be billed the increased difference or credited the decreased difference between the project cost estimate and the actual project cost.

### **2.8.3 No Guarantee of Adequate Water for Fire Protection**

Notwithstanding the provisions contained in these schedules for commercial fire protection service, or for other metered service, including water furnished to any fire hydrant or other equipment used, or which may be used for fire connection service, it is understood that the District cannot guarantee any minimum quantities of water or pressure of the water to be furnished to any of such hydrants or outlets, and the District shall not be liable in any manner for any loss or claim by reason of the quantity of water, or pressure of the same furnished to such hydrant or outlet.

## **2.9 Special Arrangements for Short-Term Water Usage**

### **2.9.1 Temporary Water Service**

At the District's discretion, temporary water service may be provided to accommodate special needs for water at a fixed site on a short-term basis (e.g. on-site needs for construction activities, filling swimming pools, charitable car washes, etc.). Temporary water service may be provided from a District blow-off assembly or from a fire hydrant specifically designated for this purpose by the District through a District supplied construction fill station (see Section 2.9.2). Only District personnel are authorized to install a connection to a District blow-off assembly or fire hydrant for this purpose.

Temporary service may be authorized for a period not exceeding six (6) months at a time. Upon expiration of the initial six-month period, a Customer may request an extension of temporary service for up to two (2) additional six-month periods. The Customer will be responsible for paying the associated "Temporary Construction Fill Station" fee as shown in Appendix B, Table B-10 (Miscellaneous Fees) for each six-month period for which temporary service is requested, as well as a damage or security deposit. No more than two (2) extensions will be granted, unless authorized by the AGM or their designee.

A Customer obtaining temporary water service will not be required to pay a SCC, GFC, or DSC. However, a Customer obtaining temporary water service will be required to pay a "Temporary Construction Fill Station" fee as shown in Table B-10 for each six (6) month period for which temporary service is requested, as well as a damage or security deposit. In addition, temporary service will be metered and the Customer shall be required to pay a charge for water usage in accordance with the commercial/industrial rate schedule (see Appendix B, Table B-8). Arrangements for metering and billing will be established on a case-by-case basis. Any damage to District facilities or equipment caused by the Customer is the responsibility of the Customer and will become due and payable to the District immediately. Failure to pay for the damage to the District's equipment will result in



immediate and permanent removal of the temporary service. No future temporary construction fill stations will be installed for the Customer (regardless of the project or location for which the new temporary service is desired) until all damage charges have been paid in full.

Upon termination of temporary service, the District will disconnect the temporary water service and take possession of the associated District equipment. Following disconnection and payment of all outstanding charges for water usage or damage claims for damaging District equipment, the District shall refund any damage or security deposit, less the amount needed to replace or repair District equipment. However, in the event the Customer fails to pay outstanding charges for water usage, the District may retain an amount equal to such outstanding charges.

### **2.9.2 Hydrant Use**

No person shall operate or tamper with a fire hydrant connected to the District's water system, without the express written approval of the District or, in the case of an emergency threatening life or property, the approval of an authorized representative of the appropriate fire department. In addition to the penalty established in Section 2.7.1, any person violating this provision shall pay for the amount of water used, as estimated by the District and based on the applicable rate schedule.

At the District's discretion, authorization may be granted to take water from a fire hydrant connected to the District's water system via a District installed temporary construction fill station per Section 2.9.1. Procedures for authorizing use of fire hydrants shall be as follows:

- (a) When a Customer desires to use a fire hydrant for Temporary Water Service (short-term water service at a fixed site) the procedures in Section 2.9.1 shall be followed. The Customer shall utilize and obtain the necessary water only through the construction fill station installed by District personnel on a hydrant specifically designated by the District for this purpose.

### **2.9.3 Bulk Water Withdrawals**

Customers may purchase bulk water from certain District-designated "Water Fill Stations" for short duration purposes or for intermittent use by a mobile water tank (e.g. tanks on hydro-seeding or public works maintenance vehicles). Procedures for obtaining a Bulk Water Use Permit shall be as follows:

- To obtain a Bulk Water Use Permit, the Customer shall complete a Bulk Water Use Application, pay a fee established by the District for the Permit and pay a refundable key deposit (see Appendix B, Table B-10). A permit will be issued either for a daily (one to three days); monthly; or six-month period. At the

District's discretion, the fee may be adjusted if the quantity of water deviates by more than fifty percent (50%) from the following:

- Daily Permit                      Limited to 2,500 gallons; or 334 cubic feet
  - Monthly Permit                    Limited to 10,000 gallons; or 1,336 cubic feet
  - Six-Month Permit                Limited to 60,000 gallons; or 8,021 cubic feet
- Unauthorized duplication of keys is prohibited. Keys may not be transferred to or used by unauthorized persons. Keys must be returned in order for the District to refund the key deposit.

Customers taking water from District fill stations must record the START meter reading on the log sheets provided in the fill station boxes PRIOR to withdrawing water and at COMPLETION of withdrawing water. This must be done each time water is withdrawn because someone else may use the fill station in between visits.

- The Customer shall utilize only those "Water Fill Stations" specifically designated by the Bulk Water Use Permit.
- Any damage to District facilities or equipment caused by the Customer is the responsibility of the Customer and will become due and payable to the District immediately and may be deducted from the original deposit. Violation of these regulations or Permit conditions may result in revocation of Permit.
- The Customer shall obtain a laminated permit from the District that indicates a Bulk Water Use Permit has been obtained. At any time a water fill station is being used, the Customer shall display the laminated permit in a prominent position clearly visible from the street. The Customer shall not provide the laminated permit to any other person.
- Return of the key, is required in order to close-out bulk water permits. The key shall be returned to the District's Water Operations Facility, 3301 Old Hartford Road in Lake Stevens. Following key return the key deposit will be refunded by mail unless other arrangements are made.



**BUSINESS OF THE COMMISSION**

Meeting Date: October 7, 2024

Agenda Item: 8

**TITLE**

CEO/General Manager’s Report

**SUBMITTED FOR: CEO/General Manager Report**

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

**ACTION REQUIRED:**

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

**SUMMARY STATEMENT:**

Identify the relevant Board policies and impacts:

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

*List Attachments:*  
None



**BUSINESS OF THE COMMISSION**

Meeting Date: October 7, 2024

Agenda Item: 9A

**TITLE**

Commission Reports

**SUBMITTED FOR: Commission Business**

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

**ACTION REQUIRED:**

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

**SUMMARY STATEMENT:**

Identify the relevant Board policies and impacts:

The 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 7, 2024

Agenda Item: 9B

**TITLE**

Commissioner Event Calendar

**SUBMITTED FOR: Commission Business**

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

**ACTION REQUIRED:**

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

**SUMMARY STATEMENT:**

Identify the relevant Board policies and impacts:

The Commissioner Event Calendar is enclosed for Board review.

*List Attachments:*

Commissioner Event Calendar

# Commissioner Event Calendar – 2024

## October 2024

### October 2 - 3:

Public Power Council Meetings

Portland, OR

(Logan/Olson/Wolfe)

### October 4:

PNUCC Meeting

Virtual

(Logan/Olson/Wolfe)

### October 9:

Public Power Council (PPC) FUEL

Virtual.

(Logan/Olson/Wolfe)

### October 23:

EASC State of the Station

Everett, WA 11:00 a.m. – 1:00 p.m.

(Logan/Olson/~~Wolfe~~)

### October 23-25:

Energy Northwest Board Meeting

Richland, WA

(Logan/Wolfe)

## October 2024

# Commissioner Event Calendar – 2024

## November 2024

November 6 - 8:

Public Power Council/PNUCC Annual Meetings

Portland, OR

(Logan/Olson/Wolfe)

## November 2024

# Commissioner Event Calendar – 2024

**December 2024**

**December 2024**

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

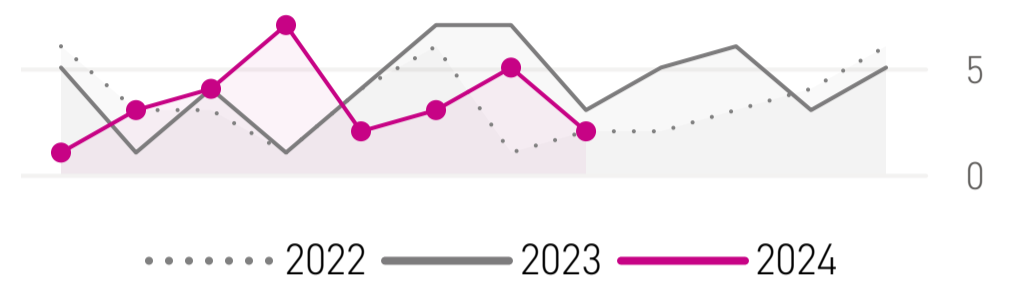


## Safeguard What Matters

### OSHA Recordable Injuries

2024 YTD **27** | 2023 YTD **32** | -16% ↓  
 2022 YTD **26** | +4% ↑

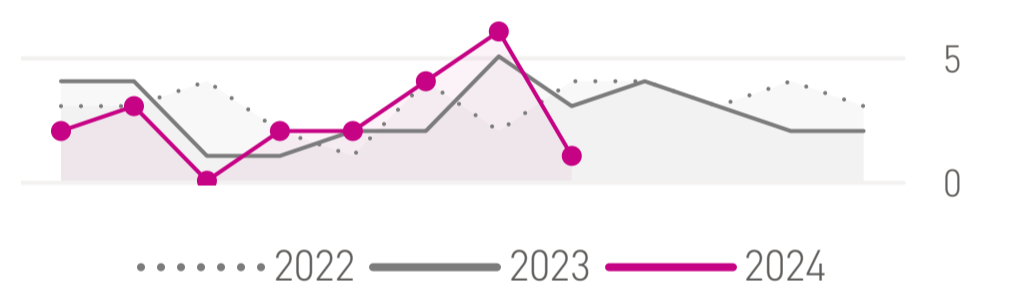
Recordable Injuries, by Month



### Preventable Vehicle Accidents

2024 YTD **20** | 2023 YTD **22** | -9% ↓  
 2022 YTD **23** | -13% ↓

Preventable Vehicle Accidents, by Month

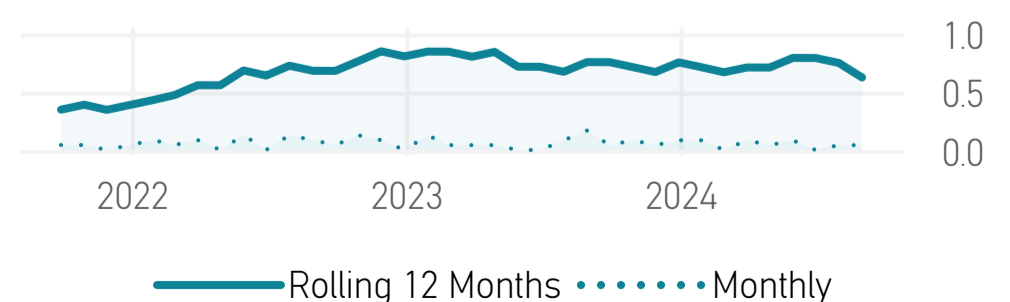


## Water System Reliability

Year-to-date there have been **9** unplanned water outages. On average, outages impacted **12** customers and lasted **143** minutes.

### Outages Per 1,000 Customers

Last 12 Months **0.6** | Prior 12 Months **0.8** | -17.5% | -0.1 ↓

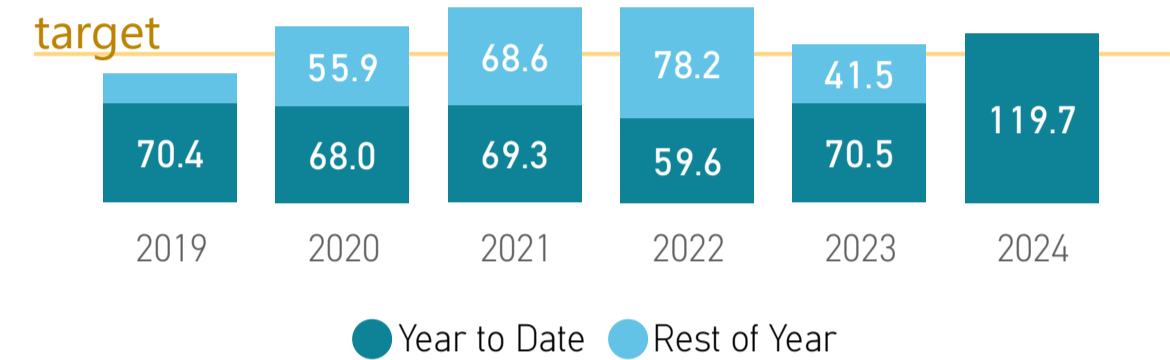


## Electric System Reliability

### SAIDI | System Average Interruption Duration Index

average total minutes a customer was without power

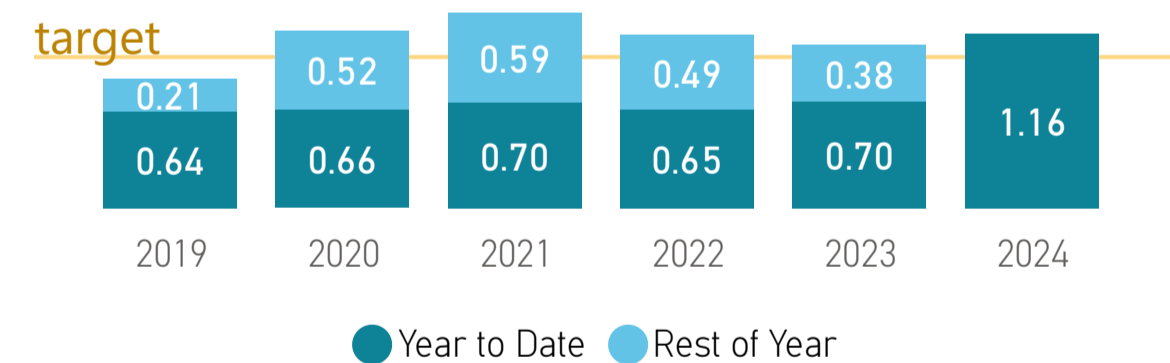
2024 YTD **119.7** | Annual Target **105.0** | +14.7 ↑  
 Last Year YTD **70.5** | +49.1 ↑  
 5 Year Average **67.5** | +52.1 ↑



### SAIFI | System Average Interruption Frequency Index

average times a customer was without power

2024 YTD **1.16** | Annual Target **1.00** | +0.16 ↑  
 Last Year YTD **0.70** | +0.45 ↑  
 5 Year Average **0.67** | +0.49 ↑



### CAIDI | Customer Average Interruption Duration Index

average minutes an outage lasted

CAIDI Last 12 Months **105.2** | Target **105.0** | +0.2 ↑  
 Prior 12M **124.3** | -19.0 ↓  
 5 Yr Avg **108.6** | -3.4 ↓

Reliability metrics exclude planned outages and major event days (0 days YTD). 5-year average includes 2019-2023.

## Customer Digital Platform Usage

### Active Accounts at Month End

With MySnoPUD Profile **69.8%** | Last Year **66.6%** | +5% ↑  
 Last Month **69.5%** | +0% ↑

With Paperless Billing **47.4%** | Last Year **45.5%** | +4% ↑  
 Last Month **47.2%** | +0% ↑

With AutoPay **37.0%** | Last Year **33.9%** | +9% ↑  
 Last Month **36.7%** | +1% ↑

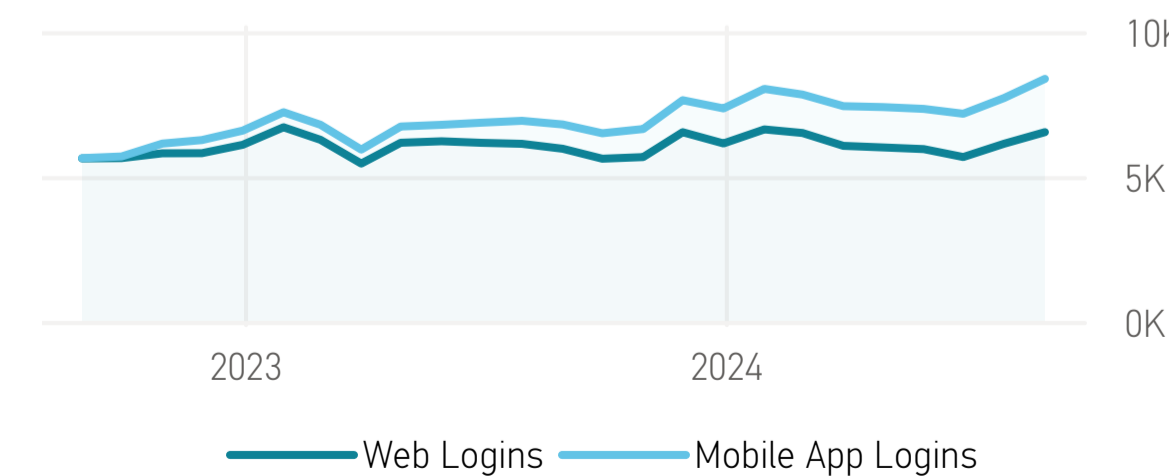
### Digital Platform Usage | Aug 2024

% Payments via PUD Digital Platforms\* **72.3%** | Last Year **70.3%** | +3% ↑

MySnoPUD Web Logins **202.1K** | Last Year **184.3K** | +10% ↑

MySnoPUD App Logins **57.0K** | Last Year **26.0K** | +119% ↑

Average Total Daily Interactions by Channel



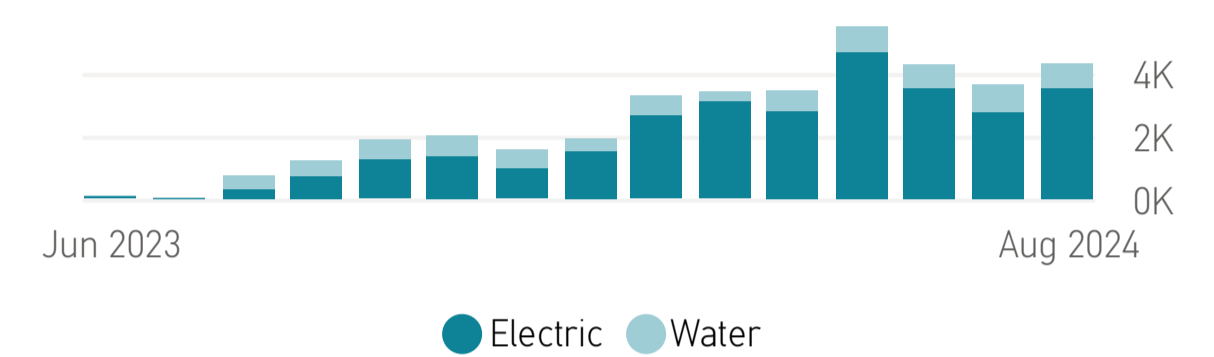
\* Includes AutoPay, MySnoPUD, one-time payment, and IVR

## ConnectUp Program

### Meters Commissioned Thru Aug 31, 2024

**37,260** Total | **29,281** Electric | **7,979** Water

Meters Commissioned by Month



As of Sep 30, 2024:  
**91** of **1,296** meter reading routes are ≥ 95% complete.

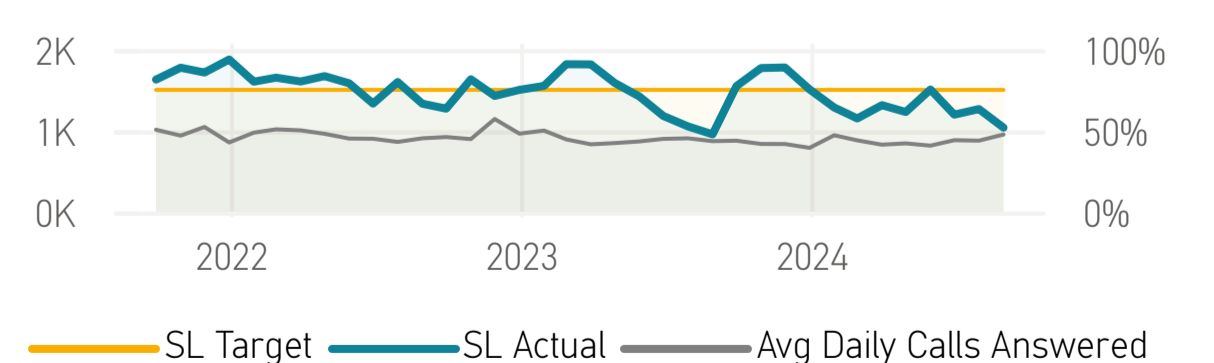
## Call Center Service Level

In **August 2024** | the call center answered a total of **20,898** calls. Customers waited an average of **133** seconds to speak to a customer service representative.

Service Level **52%** | Target **75%** ↓  
 Last Month **63%** ↓  
 Last Year **48%** ↑

Avg Daily Calls Handled **950** | Last Month **874** | +9% ↑  
 Last Year **868** | +9% ↑

Average Call Center Service Level (SL) by Month



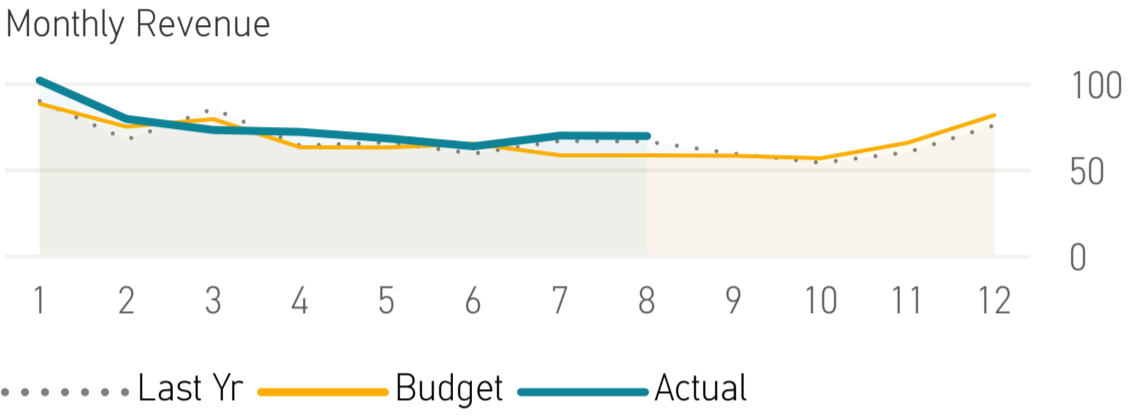
Service Level = % of incoming calls answered within 30 seconds of the customer entering the hold queue

# Snohomish PUD Key Operational Performance Metrics | August 2024

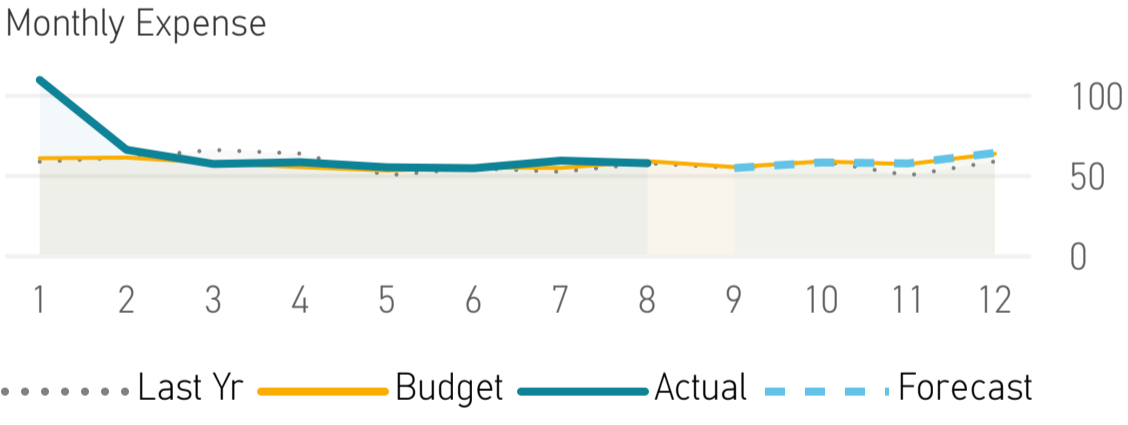
## Electric Financials

All \$ are in millions. YTD Actuals are shown as a % of YTD budget. Operating Revenue excludes Unbilled Revenue adjustment for prior year. Operating Expense includes O&M, Transmission, and Purchased Power.

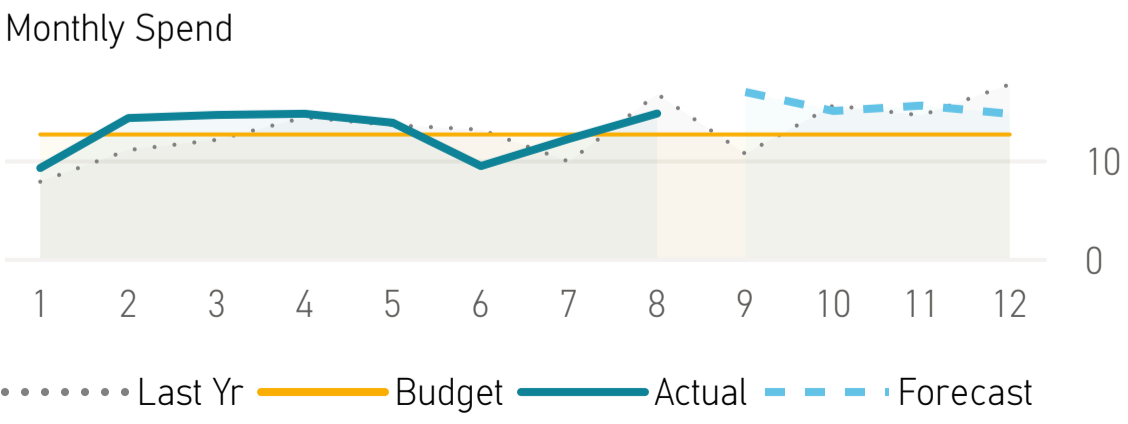
**Operating Revenue YTD**  
 Budget YTD **\$545.0** | +47.0 ↑  
 Last Yr YTD **\$559.6** | +32.4 ↑  
**109%**



**Operating Expense YTD**  
 Budget YTD **\$449.7** | +60.7 ↑  
**113%**



**Capital Spend YTD**  
 Budget YTD **\$100.3** | +2.0 ↑  
**102%**

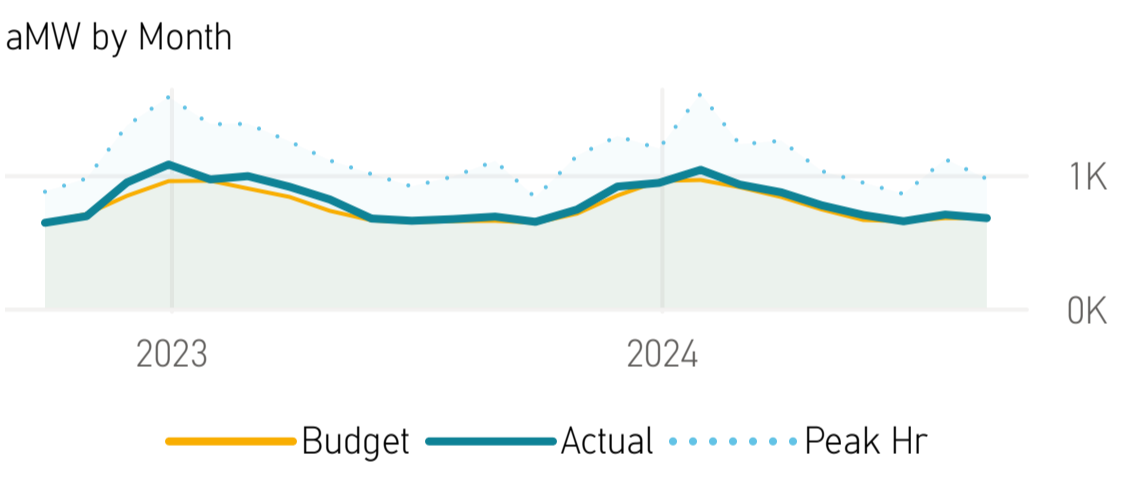


## Electric Distribution System

Load is the average real power demand placed on the system by all connected customers. Average Megawatts (aMW) equals the amount of electric energy delivered in megawatt-hours (MWh) during a period of time divided by the number of hours in the period. The 3-year average includes 2021-2023.

**aMW YTD**  
 Budget YTD **758** | +4% ↑  
 Last Year YTD **789** | 0% ↓  
 3 Year Avg YTD **781** | +1% ↑  
**786**

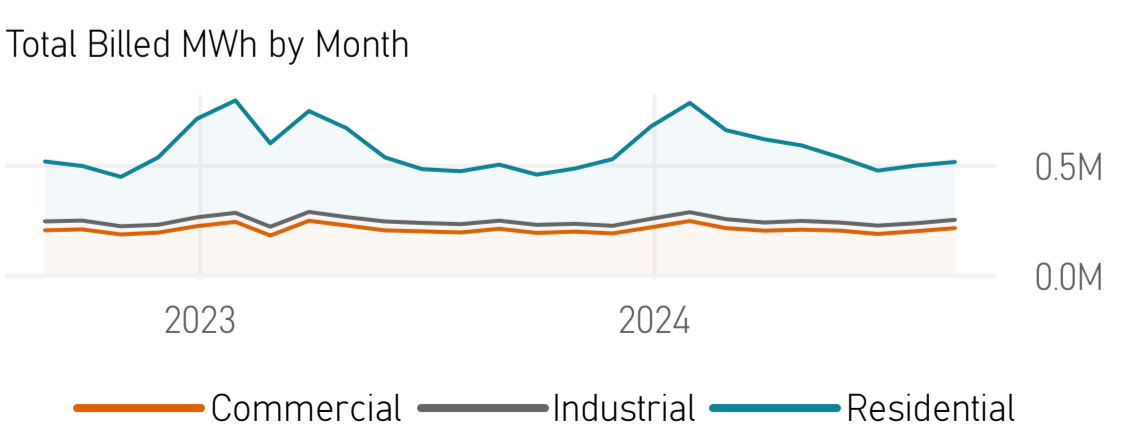
**Peak Hour aMW YTD**  
**1,603**  
 Sat Jan 13, 2024  
 Fri Feb 24, 2023  
 Prior 3 Years **1,377** | +16% ↑



### Billed Retail Customer Energy Usage

A mega-watt hour (MWh) is a measurement of energy usage. 1 MWh = the power that 1,000 space heaters of 1,000 watts use in 1 hour. Because bill periods vary, usage may be billed in a different month than it was used and may not match the load metrics above.

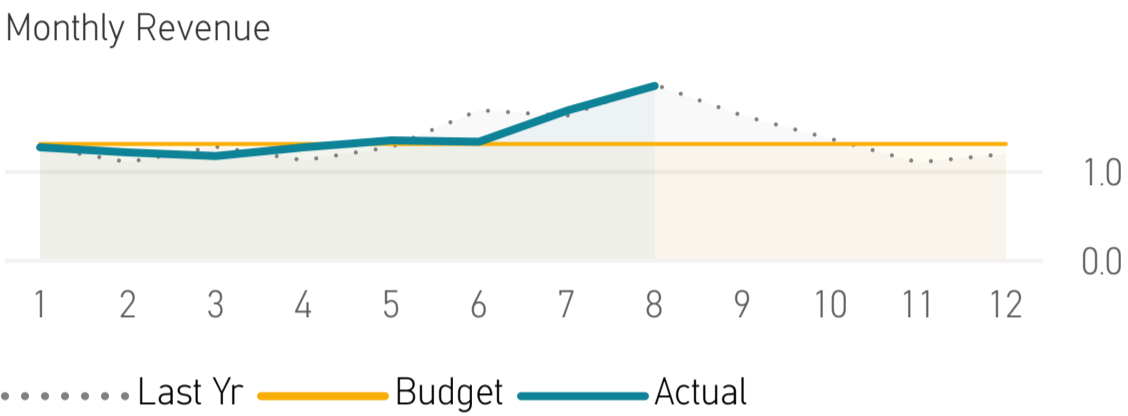
**Billed MWh YTD**  
 Last Year YTD **4,773K** | -3% ↓  
**4,643K**



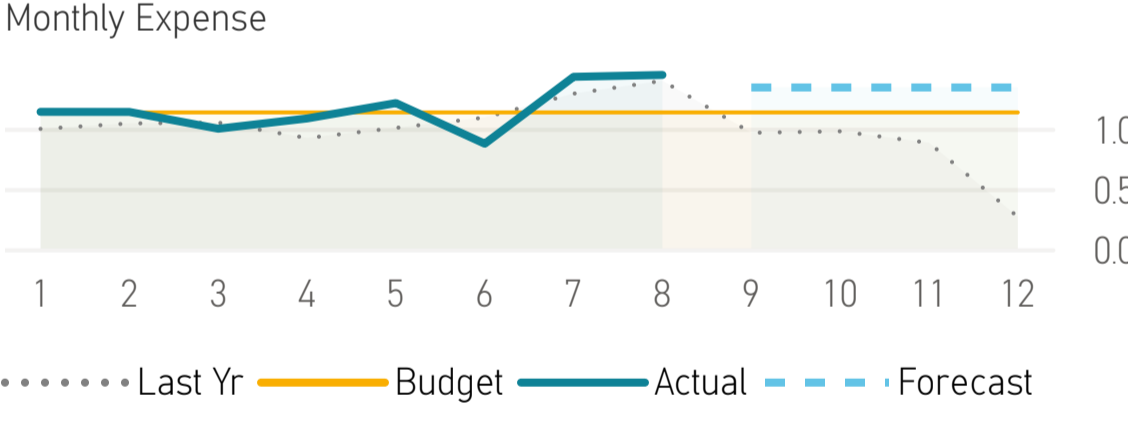
## Water Financial Performance

All \$ are in millions. YTD Actuals are shown as a % of YTD budget. Operating Revenue excludes Unbilled Revenue adjustment for prior year. Operating Expense includes O&M and Purchased Water.

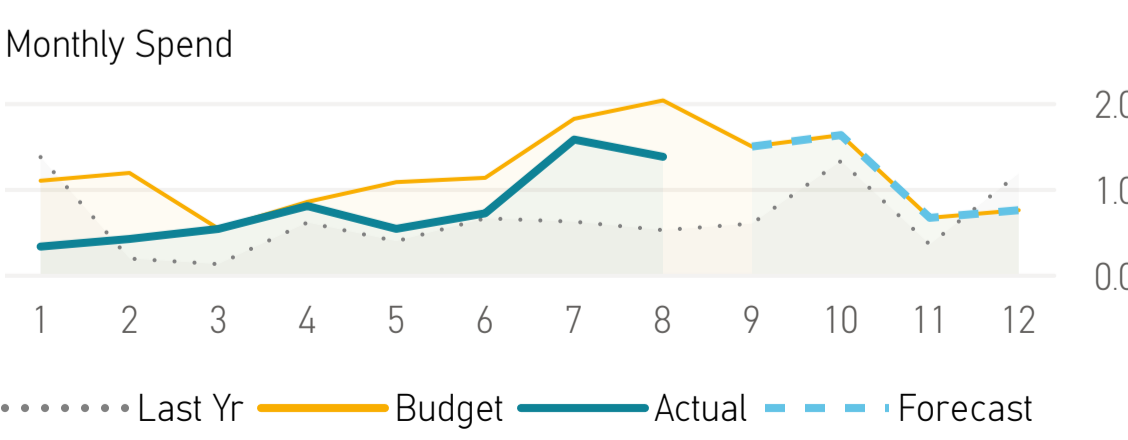
**Operating Revenue YTD**  
 Budget YTD **\$10.4** | +0.8 ↑  
 Last Yr YTD **\$11.2** | -0.1 ↓  
**108%**



**Operating Expense YTD**  
 Budget YTD **\$9.0** | +0.2 ↑  
**103%**



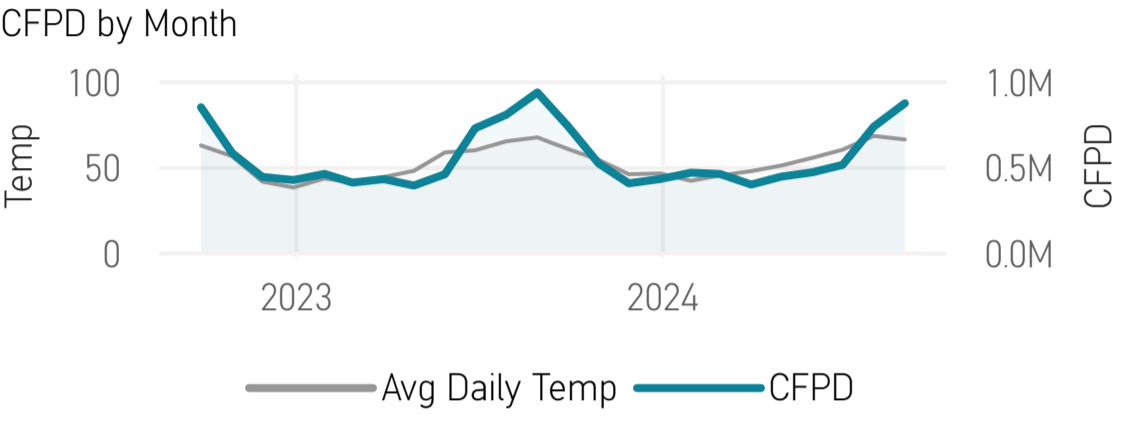
**Capital Spend YTD**  
 Budget YTD **\$9.6** | -3.4 ↓  
**64%**



## Water Residential Billed Usage

Measured in cubic feet per day (CFPD)

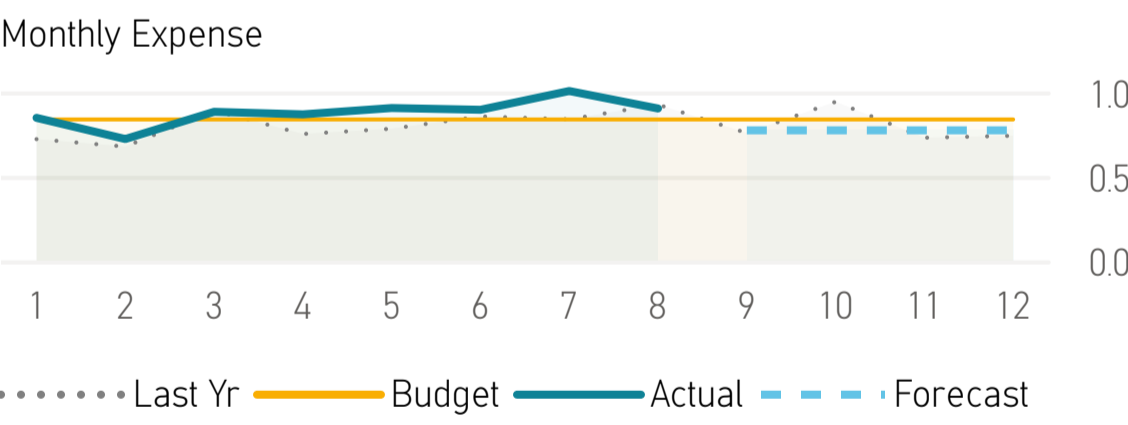
**CFPD YTD**  
**539.7K**  
 Last Year YTD **573.0K** | -6% ↓  
 3 Year Avg YTD **538.2K** | +0% ↑



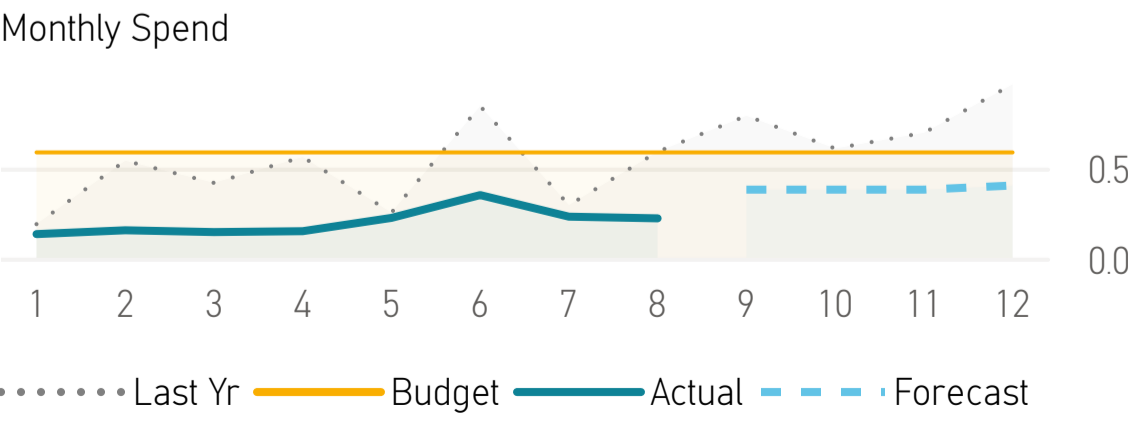
## Generation Financial Performance

All \$ are in millions. YTD Actuals are shown as a % of YTD budget. Operating Expense includes O&M. Summing Electric and Generation expenses will not equal the consolidated financials.

**Operating Expense YTD**  
 Budget YTD **\$6.7** | +0.3 ↑  
 Last Yr YTD **\$6.4** | +0.6 ↑  
**105%**



**Capital Spend**  
 Budget YTD **\$4.7** | -3.1 ↓  
 Last Yr YTD **\$3.7** | -2.1 ↓  
**34%**



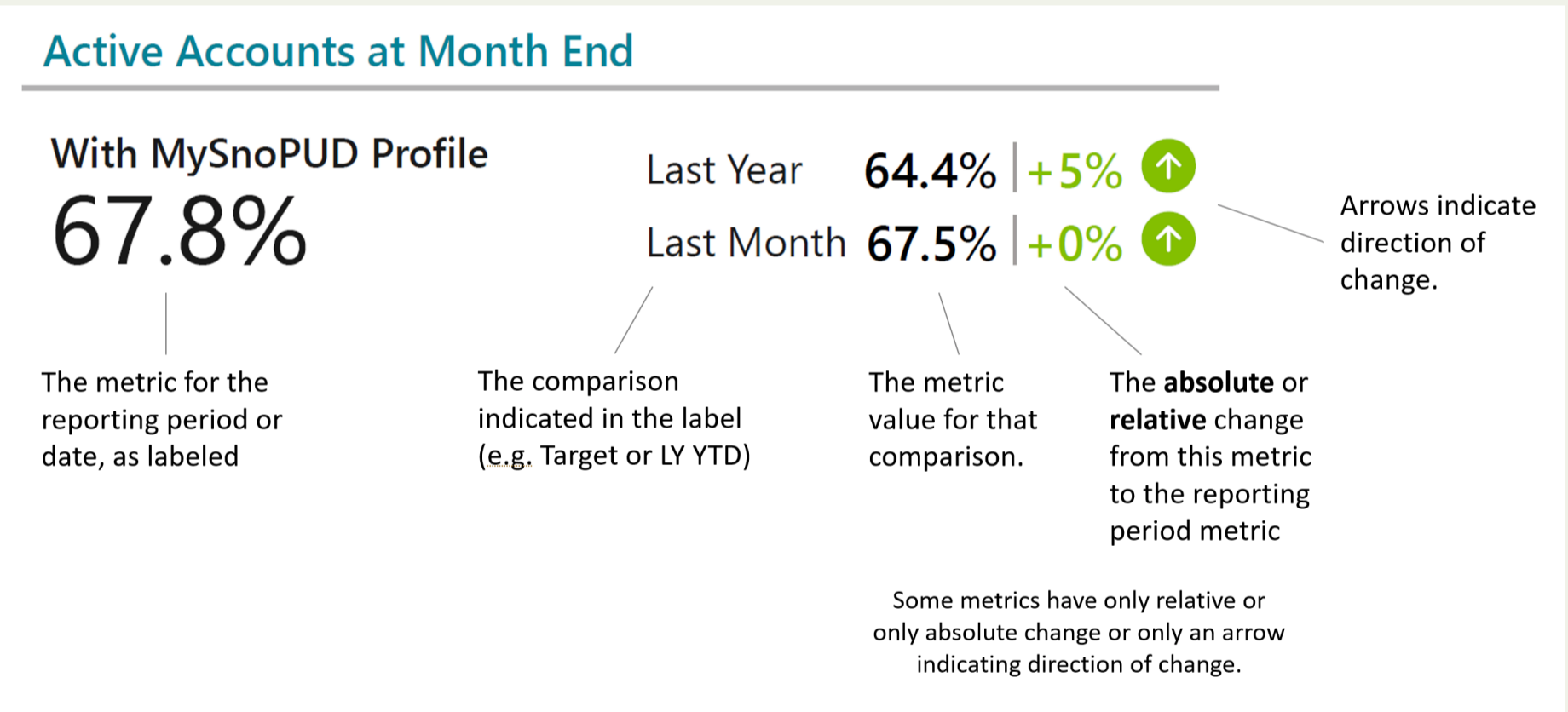
## DASHBOARD OVERVIEW

This dashboard is intended to provide key operational performance metrics for Snohomish PUD. The dashboard is updated to the most recent past month when financial close is complete.

If you have questions about the dashboard or the data, please reach out to Laura Lemke.

## UNDERSTANDING THE METRIC VISUALIZATIONS

Color of change numbers and/or arrows indicates **positive** or **negative** impact. Color of change numbers and/or arrows are **black** or **gray** where a target is not established or needed.



## DEFINITIONS AND ADDITIONAL RESOURCES

### Safety Metrics:

OSHA Recordable Injuries: Injuries that meet OSHA definitions. OSHA defines a recordable injury as including: any work-related injury or illness requiring medical treatment beyond first aid; any work-related fatality.

Preventable Vehicle Accidents: determined by the PUD's Driving Committee.

### Electric System Reliability Metrics:

SAIDI | System Average Interruption Duration Index - the average total number of minutes a customer was without power in a given period of time.

SAIFI | System Average Interruption Frequency Index - the average number of times a customer was without power in a given period of time.

CAIDI | Customer Average Interruption Duration Index - the average number of minutes an outage lasted. Calculation = SAIDI / CAIDI.

### Water Outages per 1000 Customers:

this calculation multiplies the number of unplanned water outages each month by 1000 and then divides it by the number of active water connections.

### Customer Self-Service (CSS) Metrics:

Accounts with MySnoPUD Profile - the portion of active PUD accounts in a given month that were associated to one or more MySnoPUD profiles as of the last day of the month.

Accounts with Paperless Billing - the portion of active PUD accounts that receive only an electronic bill as of the last day of the month.

Accounts with AutoPay - the portion of active PUD accounts with an active AutoPay set up as of the last day of the month.

Payments via CSS Tools - this metric does not include electronic payments that customers make through their own bank portal or PUD payment partner sites.

### Call Center Metrics:

Service Level - the percent of incoming calls that are answered by a customer service rep within 30 seconds of the customer entering the hold queue.

**Financial Metrics:** These metrics reflect the close of the month. 2024 results are unaudited.

**Electric Distribution System Load:** reported at the system level based on when the energy was used. The metric is a leading indicator for future meter reads and billed consumption.

**Billed Retail Customer Energy Usage:** based on billed meter reads. This metric lags the Distribution System Load because usage may be billed in a different month than it was used.

**Water Residential Billed Usage:** measured in cubic feet per day (CFPD). Usage is based on bill periods and may not be reflected in the month consumed.

# 2024 Treasury, Budget, and Project Status Report

Report to the Board of  
Commissioners

October 7, 2024



# Highlights August 2024

August results were positive, largely due to strong retail and wholesale revenues spurred by hot summer weather.

The 2024 projections have been revised to incorporate identified budget reductions, which will help mitigate some of the initial financial impacts from high market purchases incurred early in the year.



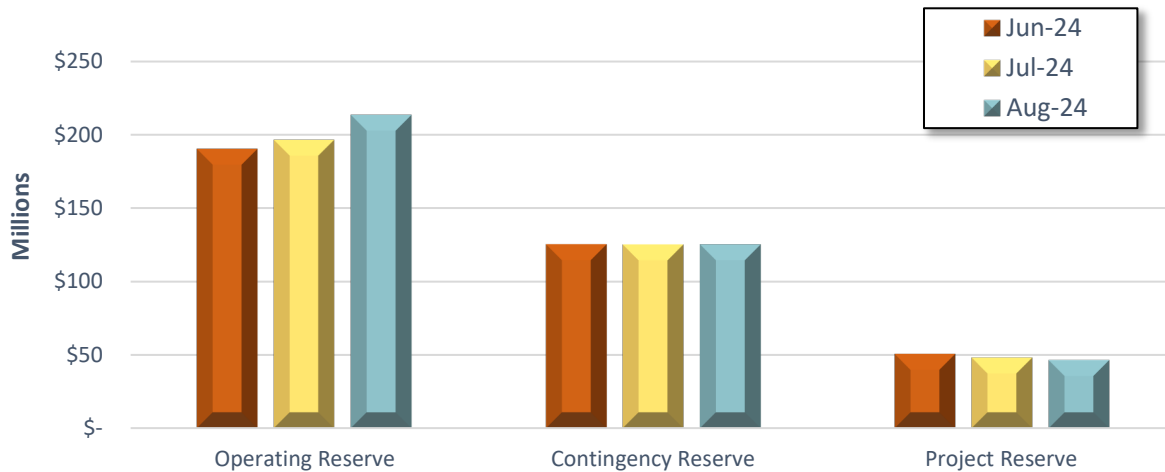
# Electric System Treasury Report

## Key Performance Indicators

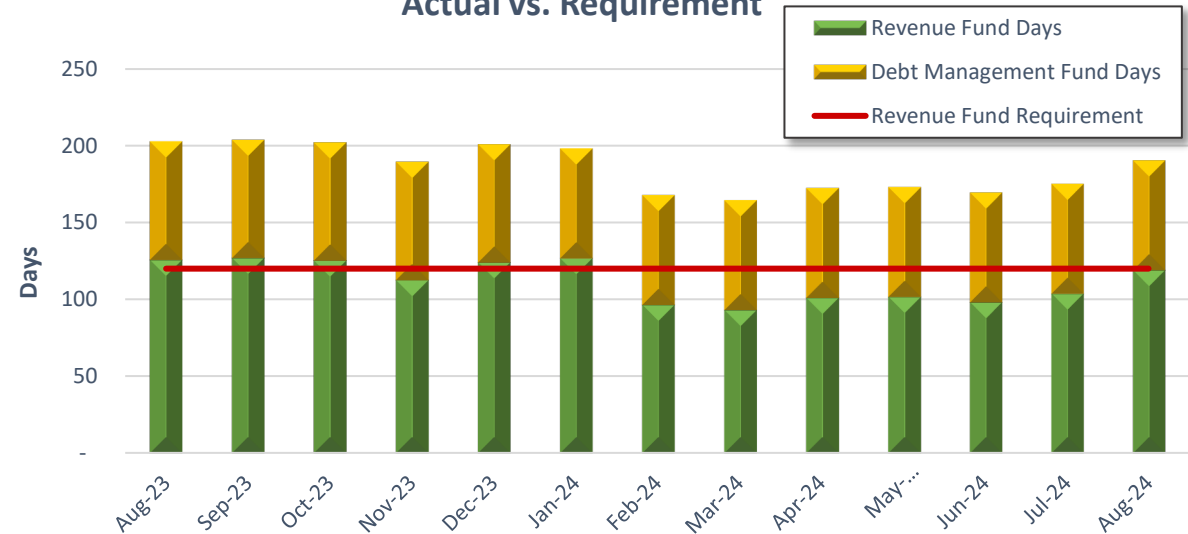
**Revenue Fund**  
**Days Cash on Hand**  
 08/31/2024: 119 Days  
 Requirement: 120 Days

**Return on Investments**  
 08/31/2024: 4.20%  
 08/31/2023: 3.25%

### Investment Portfolio Balance Trends by Month Prior Three Months



### Days Cash on Hand Operating Reserve Actual vs. Requirement



- The portfolio decreased by \$12.4 million since December 31, 2023, primarily due to significant wholesale market energy purchases made from the Operating Reserve in the first quarter.
- Proceeds received from the 2022 bond issuance, held in the Project Reserve, are transferred to the Operating Reserve after eligible capital expenditures are paid.
  - In 2024, \$22.8 million of bond funds have been transferred from the Project Reserve to the Operating Reserve through August.
  - \$42.7 million of bond funds remain to be spent and will be transferred to the Operating Reserve through July 2025.

- The Revenue Fund (within the Operating Reserve) increased \$17 million in August due primarily to the Climate Commitment Act Clean Energy bill credit grant proceeds of \$14 million.
- The Days cash on hand for the combined Operating Reserve is reported above. The Debt Management Fund will be combined with the Revenue Fund in September 2024, per Reserve Resolution No. 6191.
- The average return on District investments continues to rise as investments are made at favorable interest rates observed in the current market environment.
  - \$11.4 million of cash interest income has been earned year to date, compared to \$9.5 million through August 2023.

# Electric System Budget and Forecast

## Highlights Through August 2024

- **Energy Retail Sales** are expected to be higher than budget at year-end due to higher loads and larger than budgeted rate increase.
- **Energy Wholesale Sales** are higher than budget due to extreme market conditions in January. This has helped to partially reduce the impact of the higher market purchases incurred in the same month.
- **Other Operating Revenues** reflect unbudgeted revenue related to the RDC (Reserves Distribution Clause) from BPA.
- **Purchased Power** results reflect substantially higher market purchases in January due to extreme weather and market events.
- **Operations & Maintenance** costs reflect additional Transmission and Ancillary costs in January due to the extreme weather events and current departmental forecasts.

	(\$000's)		(\$000's)	
	YTD Budget through August	YTD Results through August	2024 Budget	2024 Projection
<b>Operating Revenues</b>				
Energy Retail Sales	\$ 461,493	\$ 487,937	\$ 681,891	\$ 702,276
Energy Wholesale Sales	61,240	78,153	87,017	103,931
Other Operating Revenues	23,585	31,027	35,377	45,154
<b>Total Operating Revenues</b>	<b>\$ 546,318</b>	<b>\$ 597,117</b>	<b>\$ 804,285</b>	<b>\$ 851,361</b>
<b>Operating Expenses</b>				
Purchased Power	\$ 249,699	\$ 306,027	\$ 386,240	\$ 437,170
Operations & Maintenance	195,571	204,452	293,357	303,267
Taxes	28,763	30,442	42,500	44,609
Depreciation	44,546	44,579	66,818	66,773
<b>Total Operating Expenses</b>	<b>\$ 518,579</b>	<b>\$ 585,500</b>	<b>\$ 788,914</b>	<b>\$ 851,819</b>
<b>Net Operating Income</b>	<b>\$ 27,739</b>	<b>\$ 11,617</b>	<b>\$ 15,371</b>	<b>\$ (458)</b>
Interest Income & Other	11,484	18,017	17,226	21,415
Interest Charges	(12,498)	(11,817)	(18,747)	(18,818)
Contributions	23,190	22,356	34,785	35,951
<b>Net Income</b>	<b>\$ 49,915</b>	<b>\$ 40,173</b>	<b>\$ 48,634</b>	<b>\$ 38,090</b>
Capital Expenditures	\$ 100,299	\$ 102,333	\$ 149,589	\$ 162,960

Capital variance explanations on subsequent slides

# Electric System Project Status Reports

YTD Budget	YTD Results	2024 Budget	2024 Forecast
\$21,986	\$19,269	\$32,979	\$33,559

**Substation:**

In 2024, there are twenty-two substation projects in various stages of design with ten slated for construction this year (4 major, 6 minor). **New:** Jennings Park substation: electrical construction underway; to be energized Q4 2024. Crosswind Substation: civil construction started in late July; energize Q3 2025. **Upgrades:** Camano Substation rebuild: civil construction underway; energize Q3 2025. Clearview Substation: switchgear replacement Q2 – Q4 2024.

**System Reliability:**

Six Substation System Reliability projects are planned for 2024. Five are complete and one is in design. Others: The final removal of the MESA-2 battery, (estimated cost \$3.3M unbudgeted), will be completed by September 30, 2024.

**Telecom:**

The South County fiber diversity and Stanwood-to-Camano fiber projects were completed early Q1 2024 and the AMI network deployment is on track to be completed by the end of the year. Telecom completed phase one of the new Next Generation transport network and will install 10 of 17 sites for the Radio Replacement project by Q4 2024. A critical fiber transport system between the Operations center and ARDC (Arlington Data Center) will be upgraded by Q4 2024 to provide additional bandwidth for IT Networks.

YTD Budget	YTD Results	2024 Budget	2024 Forecast
\$30,633	\$35,720	\$45,950	\$54,235

**Transmission and Distribution Projects:**

Approximately 403 bad order poles including 23 transmission poles and 4.1 miles of depreciated cable have been replaced to date in 2024. New transmission line associated with Jennings Park Substation has been completed. Underground relocation associated with the County's Larch Way/Locust Way roundabout project was completed in Q1 2024, as was the final segment of the Ballinger Substation 5th Feeder. The facility relocations tied to Lynnwood's new Poplar Way overpass project are ~70% complete and is expected to wrap up this month. Transmission Line inspections have ramped up with 2/3 of the lines being complete. Due to budget concerns, the remaining distribution work associated with Twin City substation will be deferred until 2025.





# Electric System Project Status Reports

YTD Budget	YTD Results	2024 Budget	2024 Forecast
\$13,128	\$16,052	\$19,693	\$23,475

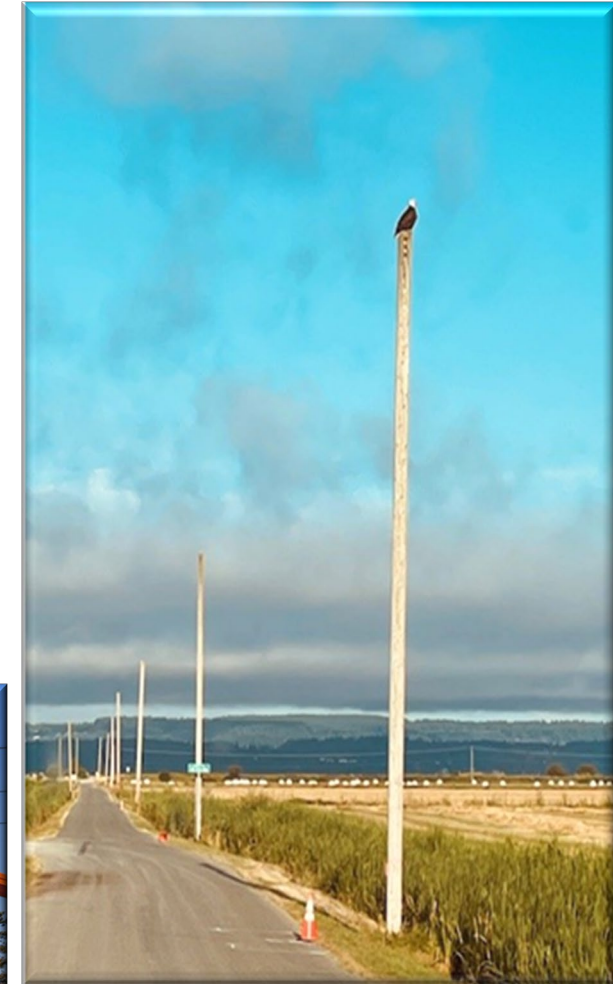
**Regional Design and Construction:**

Budget over YTD due to some large Customer Reimbursable projects (Cathcart Crossing, Smokey Point Apartments).

YTD Budget	YTD Results	2024 Budget	2024 Forecast
\$3,667	\$4,991	\$5,500	\$7,176

**Emergency Work and Major Storms:**

Higher than expected callout work in addition to about \$400K in transfers from O&M for wind/snow events not budgeted.



# Electric System Project Status Reports

YTD Budget	YTD Results	2024 Budget	2024 Forecast
\$11,626	\$8,337	\$17,439	\$15,215

YTD Budget	YTD Results	2024 Budget	2024 Forecast
\$488	\$1,846	\$732	\$2,555

**Connect Up Program:**

The AMI Network deployment is at 95% with final sites expected to finish by early 2025. Electric meter deployment has exceeded 30k meters (~8% of total) and remains focused on the Hwy 2 corridor. Water deployments are over 8.5k meters (~33% of total). Electric meter supply remains the biggest challenge to faster deployment.

**Information Technology Systems:**

The District’s network, computer, and storage infrastructure requires regular investments to remain reliable, secure, compliant, and maintainable. IT will spend the entire capital budget by the end of the year to keep infrastructure up to date. The forecast includes strategic and operational technology projects happening across the District such as the KloudGin Schedule & Dispatch and Energy Services Platform, as well as the procurement of additional data storage hardware due to increasing District growth. The variance between the budget and the forecast is primarily due to GASB 96 accounting standards/rules regarding capitalization of cloud/software-as-a-service software.

YTD Budget	YTD Results	2024 Budget	2024 Forecast
\$5,867	\$5,970	\$8,801	\$9,444

**Transportation:**

The Transportation Services team is striving to maintain budget compliance while continuing to deal with extended manufacture lead times, supply chain issues and unforeseen cost fluctuations.

# Electric System Project Status Reports

YTD Budget	YTD Results	2024 Budget	2024 Forecast
\$11,588	\$10,665	\$17,382	\$16,937

## Facilities - North County Local Office:

The new Community Office is still under construction. We are working cross-functionally with groups across the District for system set up and other functional details. The office is tentatively set to open in March 2025.



YTD Budget	YTD Results	2024 Budget	2024 Forecast
\$934	\$503	\$1,401	\$944

## Facilities - Other Projects:

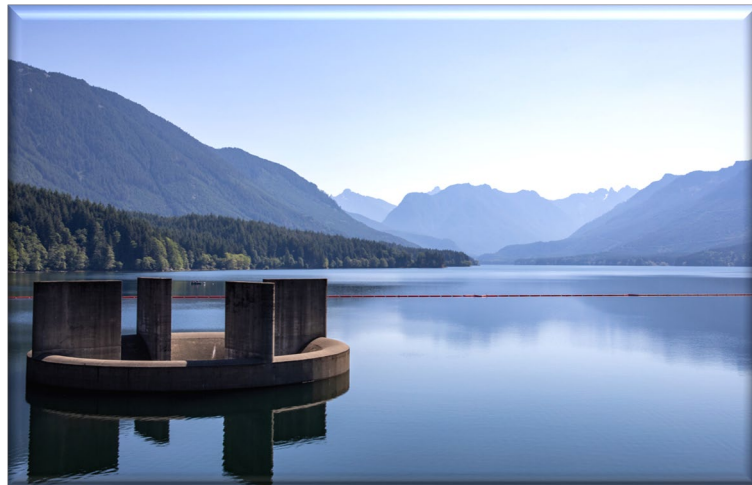
We have several projects in flight including:

- VMB Lift Replacements
- Warehouse repair
- Warehouse painting
- Design for EB HVAC upgrades

# Generation System Budget and Forecast

## Highlights Through August 2024

- Wholesale Sales to Electric are lower than budget due to the timing of capital projects early in the year, we are currently forecasting to be under budget by year end.



	(\$000's)		(\$000's)	
	YTD Budget through August	YTD Results through August	2024 Budget	2024 Projection
<b>Operating Revenues</b>				
Wholesale Sales	\$ 17,730	\$ 15,924	\$ 26,595	\$ 24,789
Other Operating Revenues	-	283	-	283
<b>Total Operating Revenues</b>	<b>\$ 17,730</b>	<b>\$ 16,207</b>	<b>\$ 26,595</b>	<b>\$ 25,072</b>
<b>Operating Expenses</b>				
Operations & Maintenance	\$ 6,175	\$ 7,069	\$ 9,262	\$ 10,157
Taxes	65	60	98	92
Depreciation	4,107	4,177	6,161	6,231
<b>Total Operating Expenses</b>	<b>\$ 10,347</b>	<b>\$ 11,306</b>	<b>\$ 15,521</b>	<b>\$ 16,480</b>
<b>Net Operating Income</b>	<b>\$ 7,383</b>	<b>\$ 4,901</b>	<b>\$ 11,074</b>	<b>\$ 8,593</b>
Interest Income & Other	664	1,126	996	1,458
Interest Charges	(2,545)	(2,058)	(3,817)	(3,330)
Contributions	33	31	50	48
<b>Net Income</b>	<b>\$ 5,535</b>	<b>\$ 4,001</b>	<b>\$ 8,303</b>	<b>\$ 6,768</b>
Capital Expenditures	4,679	1,590	7,018	3,126

# Generation System Project Status Reports

YTD Budget	YTD Results	2024 Budget	2024 Forecast
\$4,679	\$1,590	\$7,018	\$3,126

**Jackson Switchyard:**

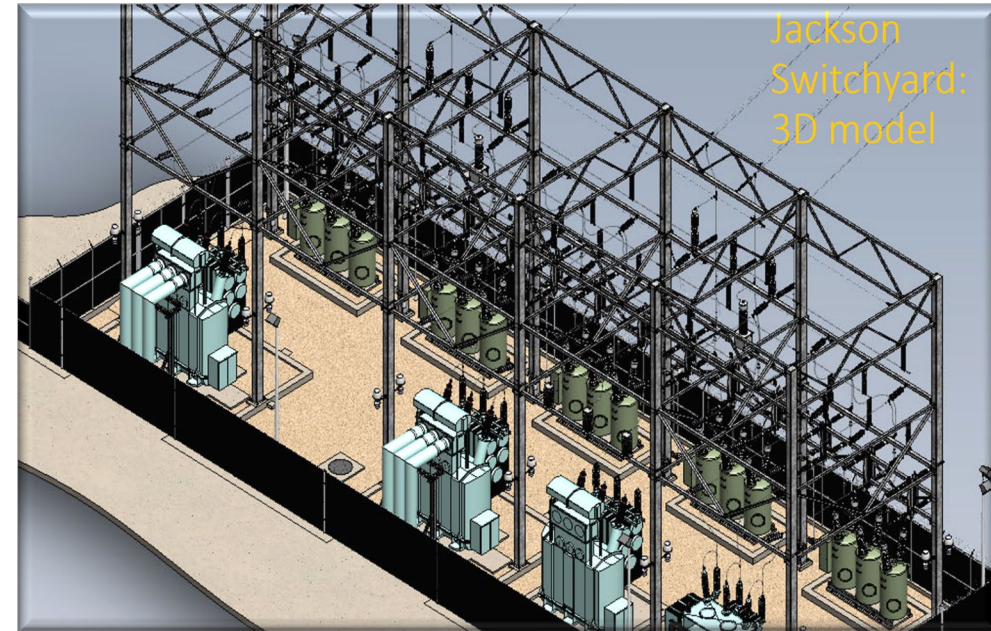
Completed procurement specifications to Contracts for new Transformers. Advertised in June 2024, open September for award in December 2024, delivery and install is expected in 2027-28.

**Protective Relays 115kV:**

Generation and Substation Construction have procured relays and are in process of assembling panels to be installed during the September 2024 shutdown.

**Unit 3 / Unit 4 Valve Replacements:**

Bidding has been postponed as a cost-reduction measure.



# Water System Budget and Forecast

## Highlights Through August 2024

- Water Retail Sales are slightly higher than budget due to dry summer months.
- Water Wholesale Sales are slightly under budget due to City of Snohomish and other wholesale customers with lower consumption.
- Contributions are lower than budget due to less developer activity in the service area.



	(\$000's)		(\$000's)	
	YTD Budget through August	YTD Results through August	2024 Budget	2024 Projection
<b>Operating Revenues</b>				
Water Retail Sales	\$ 9,669	\$ 10,392	\$ 14,503	\$ 15,227
Water Wholesale Sales	445	474	668	697
Other Operating Revenues	252	288	377	414
<b>Total Operating Revenues</b>	<b>\$ 10,366</b>	<b>\$ 11,155</b>	<b>\$ 15,548</b>	<b>\$ 16,338</b>
<b>Operating Expenses</b>				
Purchased Water	\$ 2,781	\$ 2,637	\$ 4,171	\$ 4,027
Operations & Maintenance	6,525	6,637	9,787	10,588
Taxes	516	563	773	821
Depreciation	2,553	2,477	3,830	3,753
<b>Total Operating Expenses</b>	<b>\$ 12,375</b>	<b>\$ 12,314</b>	<b>\$ 18,561</b>	<b>\$ 19,189</b>
<b>Net Operating Income</b>	<b>\$ (2,009)</b>	<b>\$ (1,159)</b>	<b>\$ (3,013)</b>	<b>\$ (2,851)</b>
Interest Income & Other	127	1,611	191	1,674
Interest Charges	(712)	(621)	(1,069)	(977)
Contributions	3,140	1,916	4,711	3,486
<b>Net Income</b>	<b>\$ 546</b>	<b>\$ 1,746</b>	<b>\$ 820</b>	<b>\$ 1,332</b>
Capital Expenditures	9,634	6,188	14,128	10,679

# Water System Project Status Reports (\$000's)

YTD Budget	YTD Results	2024 Budget	2024 Forecast
\$9,634	\$6,188	\$14,125	\$10,679



## Projects in Progress:

- Warm Beach Well #4 construction started May 20, 2024. Interwest Construction, Inc. (ICI) has 154 calendar days to complete. ICI is currently working on the gate and fencing portion of the project.
- Kayak Reservoir 2 Building permits are pending with Snohomish County. Currently reviewing material submittals.
- Lake Stevens Treatment Plant is with Contracts and currently working on permitting with the City of Lake Stevens. Advertisement will be after all permits are secured.
- Marine Drive Water Main Extension has water main installed and connected to the existing system. Waiting for Pressure Reducing Valve (PRV) vault to be delivered for install, plumbing and complete the project.
- Soper Hill Road Water Main Replacement went to bid on July 22, 2024. Low bid was Reece Construction Co. and is anticipated to be awarded at the August 6, 2024 Commission meeting.
- Jordan Creek Bridge Water Main Relocation's final planset is being sent over to Snohomish County in August with the project set to bid in September as an ILA with the Snohomish County project.
- Burn Road Reservoir is in design phase at 60% complete with permitting later this year.
- AMI / Connect Up Water deployment continues to move forward. Approx. 30-35% complete.



**BUSINESS OF THE COMMISSION**

Meeting Date: October 7, 2024

Agenda Item: 10A

**TITLE**

Governance Planning Calendar

**SUBMITTED FOR: Governance Planning**

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

**ACTION REQUIRED:**

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

**SUMMARY STATEMENT:**

Identify the relevant Board policies and impacts:

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

The Planning Calendar is enclosed for Board review.

*List Attachments:*  
Governance Planning Calendar



# Governance Planning Calendar – 2024

To Be Scheduled
<ul style="list-style-type: none"><li>Governance Policies Review and DEI Education Workshop</li></ul>

To Be Scheduled

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

# Governance Planning Calendar – 2024

## October 7, 2024

### Morning Session:

- Media
- Connect Up Quarterly Update
- Wildfire Mitigation Plan
- Modular Microgrid

### Afternoon Session:

- Public Hearing:
  - Open 2025 Proposed Budget Hearing
  - Pole Attachment Rates
- Public Hearing and Action:
  - City of Everett for Hat Island Underwater Cable
- Governance Planning Calendar

## October 22, 2024

### Morning Session:

- Legislative
- Energy Risk Management Report
- Water Supply Update
- Cost of Service Analysis and Preliminary Revenue Adjustments 2025 - 2030
- Bi-Annual Energy Risk Management Update
- 2024 Load Forecast
- **Retiree Benefit Program**

### Afternoon Session:

- Public Hearing and Action:
  - Pole Attachment Rates
- Governance Planning Calendar

# Governance Planning Calendar – 2024

## November 5, 2024

### Morning Session:

- Media
- Strategic Plan – Quarterly Update (Questions Only)

### Afternoon Session:

- Public Hearing:  
→Continue Public Hearing on the 2025 Proposed Budget
- Monitoring Report:  
→3<sup>rd</sup> Quarter Financial Conditions and Activities Monitoring Report
- Governance Planning Calendar

## November 19, 2024

### Morning Session:

- Community Engagement
- Legislative

### Afternoon Session:

- Public Hearing:  
→Continue Public Hearing on the 2025 Proposed Budget
- Adopt Regular Commission Meeting Dates for the Year 2025
- Governance Planning Calendar

# Governance Planning Calendar – 2024

## December 3, 2024

### Morning Session:

- Media
- Connect Up Quarterly Update
- Audit Activity Update

### Afternoon Session:

- Public Hearing and Action:
  - Adopt 2025 Budget
- Monitoring Report:
  - Financial Planning and Budgeting Monitoring Report
- Elect Board Officers for the Year 2025
- Proposed 2025 Governance Planning Calendar

## December 17, 2024

### Morning Session:

- Legislative
- 2025 Water Utility Retail Rates

### Afternoon Session:

- Public Hearing and Action:
  - Disposal of Surplus Property - 1<sup>st</sup> Quarter 2025
  - Confirm Final Assessment Roll for LUD No. 67
- Adopt 2025 Governance Planning Calendar

# Governance Planning Calendar – 2024

January

S	M	T	W	T	F	S
	1	2	3	4	5	6
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14	15	16	17	18	19	20
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28	29	30	31			

February

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March

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31						

April

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28	29	30				

May

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26	27	28	29	30	31	

June

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23	24	25	26	27	28	29
30						

July

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28	29	30	31			

August

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September

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October

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20	21	22	23	24	25	26
27	28	29	30	31		

November

S	M	T	W	T	F	S
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December

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

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