

**SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT
BOARD OF COMMISSIONERS REGULAR MEETING
Zoom Online Meeting Platform**

December 7, 2021

The Board of Commissioners meeting will be held virtually via Zoom Meeting. Due to the COVID-19 pandemic and Proclamation 20-28.15 issued by Governor Jay Inslee, in-person attendance is not permitted at this time.

CONVENE REGULAR MEETING – 8:00 a.m. – Virtual Meeting Participation Information

Join Zoom Meeting:

- Use link
<https://us06web.zoom.us/j/88699886475?pwd=MU1OZjdZQnEzNzJpWmd0cE1TaXBJZz09>
- Dial in: (253) 215-8782
- Meeting ID: 886 9988 6475
- Passcode: 898228

1. OFFICE OF THE WASHINGTON STATE AUDITOR (SAO)

- A. Exit Conference

RECONVENE REGULAR MEETING – 9:00 a.m. – Virtual Meeting Participation

2. GENERAL MANAGER BRIEFING AND STUDY SESSION

- A. Updates
1. Media
 2. [Legislative](#)
 3. Other
- B. [Audit Activity Report](#)
- C. [Proposed 2022-2026 Power Purchase Agreement with Hampton Lumber](#)
- D. [Update on Qualco Community Project](#)
- E. [2022-2026 Retail Rate Study – Water Utility](#)
- F. [Cedar Springs Camp Water Service Agreement](#)

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

3. RECOGNITION/DECLARATIONS

- A. [Employee of the Month for December – Taylor Ostrander](#)

4. COMMENTS FROM THE PUBLIC

Virtual Participation Information:

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

Continued →

5. CONSENT AGENDA

- A. [Approval of Minutes for the Regular Meeting of November 16, 2021](#)
- B. [Bid Awards, Professional Services Contracts and Amendments](#)
- C. [Consideration of Certification/Ratification and Approval of District Checks and Vouchers](#)

6. PUBLIC HEARING

- A. [Continue Public Hearing on the 2021 IRP, 2021 CEIP, and 2022-2023 Biennial Conservation Targets](#)

7. PUBLIC HEARING AND ACTION

- A. [Consideration of a Resolution Adopting the 2022 Budget for Public Utility District No. 1 of Snohomish County, Washington](#)

8. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. [Consideration of a Motion Accepting the Financial Planning and Budgeting Monitoring Report](#)
- B. [Consideration of a Resolution Authorizing the CEO/General Manager to Execute the Proposed Water Service Area Agreement Between Public Utility District No. 1 of Snohomish County – May Creek Water System and the City of Gold Bar](#)
- C. [Consideration of a Resolution Authorizing the CEO/General Manager or Designee to Execute a Capital Agreement for Clean Energy Fund \(CEF\) 3 Grant with the Washington State Department of Commerce for Funding for a Low-Income Community Solar Project in South Everett](#)

9. CEO/GENERAL MANAGER REPORT

10. COMMISSION BUSINESS

- A. [Commission Reports](#)
- B. [Commissioner Event Calendar](#)
- C. [Consideration of Election of Commission Officers for the Year 2022](#)
- D. [2021 Budget, Forecast, and Major Project Status Report – October Results](#)

11. GOVERNANCE PLANNING

- A. [Governance Planning Calendar](#)
- B. [Proposed 2022 Governance Planning Calendar](#)

ADJOURNMENT

The next scheduled regular meeting is December 21, 2021

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



BUSINESS OF THE COMMISSION

Meeting Date: December 7, 2021

Agenda Item: 2

TITLE:

CEO/General Manager’s Briefing and Study Session

SUBMITTED FOR: Briefing and Study Session

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

ACTION REQUIRED:

- Decision Preparation (checked), 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

State Government Relations Activity Report

STATE OVERVIEW

- On Nov. 15, the Washington State Redistricting Commission appeared to not agree on new congressional and legislative maps by their Nov. 15 11:59 p.m. legal deadline. By law, the State Supreme Court was then tasked with finalizing the maps by Apr. 30, 2022. However, on Dec. 3, the State Supreme Court issued a unanimous [order](#) that the Redistricting Commission completed its work and adopted agreed upon maps within their legal deadline. The Redistricting Commission has yet to provide an update on next steps. You may find the Redistricting Commission's approved maps [here](#).
- Over the week of Nov. 15, the Washington State Senate and House held their annual Committee Days remotely. Committee Days are an opportunity for legislators to meet in committees, receive briefings, and ask questions on important issues relevant to the next legislative session. You may find key hearings from Committee Days below.
- On Nov. 18, Governor Inslee announced the State of Washington would not pursue additional mandates beyond the federal government's COVID-19 vaccine/testing mandates for workers at large employers. It is unclear how the temporary injunction on the federal mandate will affect efforts to implement the vaccine/testing mandate statewide.
- On Nov. 19, the Economic and Revenue Forecast Council (ERFC) updated the State's projected revenue collections. Since the ERFC's March 2021 forecast, projected revenue for the 2021-23 budget cycle has increased by \$3.6 billion.
- On Nov. 22, former Senator Steve Hobbs (D-44) of Lake Stevens was sworn in as the new Secretary of State.

KEY HEARINGS/PRESS CONFERENCES/MEETINGS

- Nov. 15 | Senate Ways & Means – [Work Session: Revenue and caseloads updates](#)
- Nov. 16 | Senate Environment, Energy & Technology Committee – [Work Session: Washington State Department of Ecology provides updates to Cap and Invest and Clean Fuels Programs](#)
- Nov. 17 | Joint Committee on Energy Supply & Energy Conservation – [Work Session: Washington and Pacific Northwest energy system reliability and resiliency](#)
- Nov. 18 | Governor Inslee Press Conference – [Provides an update to the states COVID-19 response](#)
- Nov. 18 | House Environment & Energy Committee – [Work Session: Green Hydrogen, Food Waste](#)
- Nov. 18 | House Appropriations Committee – [Work Session: 2022 Session Fiscal Preview](#)
- Nov. 22 | TVW – [Senator Hobbs swearing in ceremony as Washington's next Secretary of State](#)

INTERESTING READS

- The New York Times: [Energy-Efficient Isn't Enough, So Homes Go 'Net Zero'](#)
- Crosscut: [A Q&A with Kim Wyman, departing WA Secretary of State](#)
- The Spokesman Review: [Flood watches issued in recently damaged Northwest](#)
- Washington State Wire: [Takeaways from COP26 w/ Sen. Carlyle](#)
- The News Tribune: [I-5 flood catastrophe could be national security issues, cutting JBLM from many troops](#)
- The Spokesman Review: [Washington's long-term care tax could be delayed after Inslee shows support for bill tweaks](#)
- Please find the latest "Watts Up" newsletter immediately following the Government Relations Activity Report

LETTERS

- Snohomish PUD did not submit any letters during this reporting period. However, the Public Generating Pool (PGP) submitted letters (attached) to the Utilities and Transportation Commission (UTC) and Department of Commerce regarding the UTC's draft CETA rule language on "use".

Federal Government Relations Activity Report

FEDERAL OVERVIEW

- On Nov. 15, President Biden signed into law the \$1.2 trillion bipartisan Infrastructure Investment and Jobs Act.
- On Nov. 16, the Senate voted unanimously to confirm Willie L. Phillips, Jr. to be a member of the Federal Energy Regulatory Commission. Once sworn in, his term will run through June 30, 2026.
- On Nov. 19, the World Health Organization classified the Omicron Covid variant a “variant of concern.” On Dec. 2 President Biden rolled out his plan to combat the Omicron variant that include:
 - Private health insurance covering the cost of rapid, over the counter COVID-19 tests.
 - International travelers required to test negative for COVID-19 within a day of departure.
- On Nov. 19, the House voted 220-213 to pass the [Build Back Better Act](#). The bill would invest \$1.75 trillion focused primarily on climate and social programs. In addition to childcare, healthcare, and housing related programs, the House-passed legislation:
 - Provides \$500 billion for tax and grant programs aimed to reduce emissions through clean energy for the development of new low- or zero- emission energy resources and to end user purchases for commodities like zero emission vehicles.
 - Extends and expands clean energy tax credits (allowing an option for public power utilities to receive direct payments in lieu of tax credits).
 - Establishes a Greenhouse Gas Fund aimed at assisting nonprofit, state, and local governments to finance clean energy programs. The projects funded will target disadvantaged communities.
 - Provides \$12.5 billion for grants and loans that support domestic auto manufacturing, clean heavy-duty vehicles, and zero-emissions vehicle infrastructure, as well as \$9 billion for electrifying the federal and U.S. Postal Service vehicle fleets.
 - Funds existing weatherization and energy efficiency programs.
 - Supports state and local resiliency projects through funding for wildfire prevention, coastal restoration and agriculture conservation.

The bill has now moved to the Senate, where it is expected to be modified.

- On Nov. 24, the White House [announced](#) the launch of a new energy division within the Office of Science and Technology Policy to “develop national clean energy innovation plans to ensure America’s continued leadership in clean energy innovation and ensure the United States gets to net-zero emissions by 2050.”
- The U.S. and Canada announced the next round of Columbia River Treaty negotiations will be held (virtually) on Dec. 9.
- U.S. Representative Peter DeFazio (D-OR), Chairman of the House Transportation and Infrastructure Committee and long-time ally of Public Power, [announced](#) he will not seek re-election next year. Rep. Rick Larsen (D-WA) and Del. Eleanor Holmes Norton (D-D.C.) have announced their intent to run for the open Chair position.
- On Dec. 2, Congress passed a stopgap spending bill that will keep the government funded through Feb. 18, averting a government shutdown.

KEY HEARINGS

- Nov. 16 | House Energy and Commerce Committee [hearing](#) on energy supply chain solutions for a clean energy economy.
- Nov. 16 | House Natural Resources Subcommittee on Energy and Mineral Resources [hearing](#) on transmission infrastructure for renewable energy on public lands.
- Nov. 16 | House Oversight Committee [hearing](#) on ransomware and building resilience against cyber threats.
- Nov. 16 | Senate Energy and Natural Resources Committee [hearing](#) on domestic and international energy price trends.
- Dec. 2 | House Transportation and Infrastructure Committee [hearing](#) on the evolving cybersecurity landscape and securing the nation’s infrastructure.

INTERESTING READS

- E&E News: [Congress poised to dramatically alter clean energy subsidies](#)
- The Wall Street Journal: [Biden Administration to Redirect Rental-Assistance Funds to Areas With Greater Demand](#)
- New York Times: [Everything in the House Democrats' Budget Bill](#)
- Washington Post: [Congress returns to work starting down fiscal deadlines and fights over Biden's agenda](#)
- Washington Post: [U.S. will miss electric-vehicle targets without big investments in semiconductor manufacturing, commerce secretary warns](#)
- Washington State Department of Commerce: [Federal infrastructure investments will strengthen Washington communities](#)

Local Government Relations Activity Report

LOCAL OVERVIEW

- Snohomish County Executive Dave Somers appointed Kara Main-Hester to serve as the Chief Recovery and Resilience Officer for Snohomish County. Main-Hester currently serves as the Deputy Director of the Snohomish County Office of Recovery and Resilience (ORR). In her role, Main-Hester will lead ORR and will oversee the allocation and implementation of the \$160 million Snohomish County received in federal American Rescue Plan Act (ARPA) dollars.
- On Nov 15, the Snohomish County Council authorized the County Executive to sign a contract with WA Commerce for the Low-Income Home Energy Assistance Program (LIHEAP) – American Rescue Plan (ARP) Act [grant](#) in the amount of \$627,314. The Act provided an appropriation through the ARP funds for distribution to the local LIHEAP program.
- On Nov. 15, the City of Snohomish passed an [Ordinance](#) to implement 0.1% sales and use tax to fund and construct affordable housing and mental health services. HB 1590 authorizes cities and counties to use their authority to impose the tax.
- On Dec 1, the Snohomish County Executive, the County Council Chair and Vice-Chair proposed the authorization of new funding for affordable housing through a 0.1% sales tax. Using existing federal, state, and local resources, Snohomish County anticipates being able to construct and acquire 222 new units of affordable housing in the next five years. Authorizing this new source of funding will support the creation of a projected 300 new units of affordable housing all in total will be near 522 units. The County Council will hold a public hearing in mid-December.
- On Dec. 1, the Everett City Council voted to begin a joint study with Community Transit to explore what a potential merger of the two transit systems would entail. The Community Transit Board of Directors voted to approve the consolidation study earlier the same week. Initially requested by the Everett City Council in June 2021, the study will assess the costs and benefits of a Snohomish County Public Transportation Benefit Area. The study is expected to be completed in 2023.

INTERESTING READS

- Everett Herald: [Everett business incubator finds a sporty new home](#)
- Everett Herald: [Local based Terra Power plans to build demo nuclear reactor in Wyoming](#)
- Everett Herald: [Lynnwood 80s vinyl wrap glam shots adorn utility signal box](#)
- Everett Herald: [Arlington formally recognizes homeland of the Stillaguamish people](#)

WATTS UP @ SNOHOMISH PUD

KEEP CONNECTED TO SNOHOMISH PUD | DECEMBER 2021

> Holiday Lighting Exchange & Food Drive

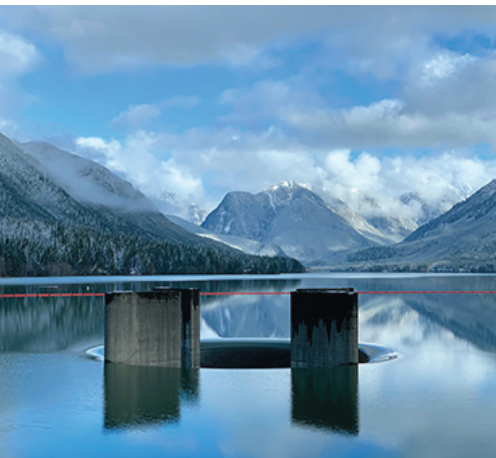
Snohomish PUD is once again providing customers with LED holiday lights in exchange for a donation of non-perishable food items and/or old strands of lights during its [Holiday Lighting Exchange and Food Drive](#). The PUD appreciates the partnership with the Western Washington Volunteers of America which helps us make sure that the food arrives safely to families that could benefit from extra help this holiday season.

Last year, Snohomish PUD served over 1,500 customers at our lighting exchange. In addition to recycling old inefficient lighting, Snohomish PUD donated approximately 5,788 pounds of food to 12 local food banks. Thank you to our PUD customers for helping us conserve energy while feeding our community.

> Spada Lake Reservoir Spills as Designed

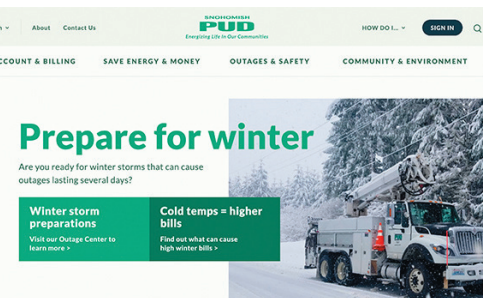
Spada Lake Reservoir supplies drinking water for 75% of Snohomish County and is a valuable resource for the PUD's renewable [hydropower](#) generation. Significant rainfall at the reservoir the weekend of November 14 raised the water levels nearly 9.5 feet. That put the PUD in a position to spill excess water from the reservoir on November 15.

The "[Morning Glory](#)" spillway, which acts like an overflow on a bathroom sink, prevents the water level of the reservoir from overtopping the Culmback Dam, a part of the PUD's [Jackson Hydro Project](#) in the Sultan Basin. Spilling is an intentional part of the design and built to keep the reservoir at a manageable height along with the benefit of mitigating downstream flooding from the Sultan and Skykomish Rivers. The photo is from a February 2020 spill event.



> Snohomish PUD Responds to Winter Storms

Snohomish PUD crews worked through difficult conditions to restore power safely and quickly during the mid-November storms. The PUD's infrastructure was tested by 40-50 mph winds and persistent rain that saturated the ground. These conditions caused outages across our service area. In total, service, line, and tree crews worked together to restore power to 82,111 customers. Snohomish PUD values the safety of our employees and communities above all else.



> Snohomish PUD's Redesigned Website

On November 1, Snohomish PUD successfully launched its [redesigned website](#). The last time the webpage was updated was in 2009. The new site provides a fresh look with pared-down main categories and tools that make it more user-friendly, allowing customers and visitors alike better navigation options and improved search capabilities as well as building in integration to newer technologies.



CONTACTS:

Local Government: [Brenda White](#) | bjwhite@snopud.com • 425-293-3279 (Cell)

State Government: [Clark McLissac](#) | camcissac@snopud.com • 425-249-6814 (Cell)

Federal Government: [Kim Johnston](#) | kdjohnston@snopud.com • 425-359-6676 (Cell)



November 12, 2021

Glenn Blackmon
Manager, Energy Policy Office
Washington Department of Commerce
1011 Plum Street SE
Olympia, WA 98504

RE: Docket UE-210183 Rulemaking to consider adoption of Markets and Compliance Requirements for the Clean Energy Transformation Act

Dear Mr. Blackmon

The Washington Utilities and Transportation Commission (Commission) issued a Notice of Opportunity to File Written Comments on Draft Rules Relating to Electricity Markets and Compliance with the Clean Energy Transformation Act on October 12, 2021 (Notice). The Department of Commerce (Commerce) also requested interested parties to submit comments in this docket.¹ The Public Generating Pool (PGP) has submitted comments to the Commission, which are attached, and provides these additional comments to Commerce.

GENERAL COMMENTS

The Clean Energy Transformation Act (CETA) creates parallel—though not identical—requirements for consumer-owned utilities and investor-owned utilities. As consumer-owned utilities, PGP’s members are not subject to the Commission’s jurisdiction. PGP believes it is important that rules issued by the Commission and Commerce regarding the demonstration of compliance with the standards of the statute be reasonably consistent, but PGP also recognizes that the two sets of rules should reflect as necessary the different regulatory frameworks established by the Legislature.

The Commission’s draft rules include reporting requirements that are not applicable to consumer-owned utilities. For that reason, PGP has submitted limited comments to the Commission on the demonstration of compliance only and offers these additional comments to Commerce that address the appropriateness of the reporting issues raised by the Commission rules. Given the reporting requirements and associated questions in the Commission draft rules, PGP did not sign on to the letter submitted jointly by the investor-owned utilities to the Commission. However, PGP agrees with the joint investor-owned utility perspective that the Commission’s proposed compliance requirements are consistent with CETA.

¹ Commerce, *Clean Energy Transformation Act Bulletin - Oct. 25, 2021*, available at <https://content.govdelivery.com/accounts/WADOC/bulletins/2f8c5fb>.

PGP submits these comments specifically to address the consistency of the Commission’s draft compliance rules with Commerce’s draft rules issued in August 2020 and the relevance of any of the reporting rules to consumer-owned utilities. For clarity, references to the Commission’s draft compliance rules throughout the rest of this comment letter are specific to the requirements set forth in draft WAC 480-100-650(2)(d) and (e).

Draft Commerce Rule and Draft Commission Compliance Rule are Consistent

The Commission’s draft rules are consistent with Commerce’s draft rule language issued on August 14, 2020². PGP has reviewed Commerce’s draft rule relative to the Commission’s draft rule, specifically proposed WAC 194-40-410. We find the Commerce draft WAC 194-40-410 to have the same compliance effect and find the Commerce language superior to the Commission rule language in its clarity and completeness. We, therefore, recommend that Commerce adopt its draft WAC 194-40-410 rule as drafted.

The Commission’s draft rule proposes two new definitions: “Primary Compliance” and “Retained REC.” The definition of “Primary Compliance” provides a straightforward distinction between the obligations that may be met using CETA’s alternative compliance options,³ and the balance of the obligations, which cannot.⁴ PGP does not have any concerns with the new definition of primary compliance but does not think it is needed for Commerce’s rules because the distinction is already made clear by the rules’ reference to RCW 19.405.040(1)(a).

Under CETA there are two kinds of renewable energy credits (RECs), namely, “unbundled” RECs⁵ and “all other RECs.” Unbundled RECs are eligible only for alternative compliance. Therefore, RECs used for compliance with RCW 19.405.040(1)(a) must be RECs that were acquired with the associated electricity. The Commission’s new “retained REC” definition simply clarifies that those RECs are eligible for compliance even if the associated electricity is subsequently sold in an unspecified transaction. The new definition is not necessary and could lead to confusion, especially if there were a desire to delineate “retained RECs” from “all other RECS” for compliance purposes.

In addition, PGP notes that it is not practicable to track “retained RECs” associated with unspecified electricity sales, primarily because a utility typically balances its system using unspecified “system sales,” which do not require or rely on resource-specific tracking or tagging. To implement that level of resource-specific tracking would be technically challenging and costly for utilities and would not provide any additional information useful in determining compliance.

² Commerce, *Proposed rules on “use of electricity” from Commerce’s 08/14/2020 2nd discussion draft*, available at <https://www.commerce.wa.gov/wp-content/uploads/2021/10/Commerce-proposed-rules-on-use-20.8.14-1.pdf>.

³ RCW 19.405.040(1)(b).

⁴ RCW 19.405.040(1).

⁵ RCW 19.405.020(38): “Unbundled renewable energy credit” means a renewable energy credit that is sold, delivered or purchased separately from electricity. All thermal renewable electricity credits are considered unbundled renewable energy credits.

Report Requirements are not necessary for Consumer-Owned Utilities

The Commission's draft rules also include new subsection WAC 480-100-650(5), titled "Hourly data reporting for demonstration of due diligence." This subsection would require investor-owned utilities to submit their annual clean energy progress reports (required by WAC 480-100-650(4)) based on an analysis of significant volumes of data on generation and transactions.

PGP's interest in this portion of the rule is to reiterate that rules which may apply to investor-owned utilities, because they are germane or related to the ways that the Commission exercises regulatory oversight over the investor-owned utilities, are not applicable to consumer-owned utilities.

The annual report must be "based on an analysis" of the "source and characteristics of the electricity claimed to meet compliance obligations[.]"⁶ The proposed rules identify the minimum information that must be included in the "analysis and underlying data".⁷ This includes hourly data on retail sales and generation data for owned or contracted resources,⁸ pertinent contract information for long-term and short-term power purchases,⁹ and documentation regarding organized market dispatches "for the shortest available market interval",¹⁰ which for the Energy Imbalance Market is a 5-minute interval.

As the title of draft WAC 480-100-650(5) shows, this data reporting requirement is intended for *due diligence* to support the annual clean energy progress report. PGP does not take a position on whether this level of information is necessary for the Commission, when overseeing CETA compliance, to confirm whether investor-owned utilities have exercised due diligence. It is not appropriate, however, for Commerce to adopt this level of reporting, as Commerce is not responsible for determining CETA compliance for consumer-owned utilities. In addition, CETA reserves to the governing bodies of consumer-owned utilities the oversight of the utilities' due diligence and compliance determination, with certain oversight responsibilities assigned to the state auditor.

CETA's approval and compliance framework for consumer-owned utilities respects the self-governing framework under which they operate.¹¹ Consumer-owned utilities are governed by independent elected bodies and are nonprofit businesses, with "full and exclusive" authority to control rates, charges and prices, and with authority under CETA to determine the sufficiency of interim targets in a CEIP. These elected bodies have every interest in ensuring due diligence toward meeting targets, and ensuring resource acquisitions are appropriate and cost effective for their ratepayers needs, as part of their fundamental duties to their ratepayers.

⁶ WAC 480-100-650(5).

⁷ *Id.*

⁸ WAC 480-100-650(5)(a).

⁹ WAC 480-100-650(5)(b).

¹⁰ WAC 480-100-650(5)(c).

¹¹ *See, generally*, RCW Title 54. (Public Utility Districts) and RCW Chapter 35.92 (Municipal Utilities).

For approval under CETA, “[t]he governing body of the consumer-owned utility must . . . adopt the consumer-owned utility’s clean energy implementation plan.”¹² Furthermore, “[t]he governing body may adopt more stringent targets than those proposed by the consumer-owned utility and periodically adjust or expedite timelines[,]” provided certain conditions are met.¹³ Additionally, local governing bodies “may authorize a temporary exemption from the [administrative penalty provision of CETA]”, provided certain conditions are met.¹⁴ Thus, local governing bodies have clear authority to approve clean energy implementation plans, and to make adjustments as they deem necessary and appropriate.

Consumer-owned utilities have a different compliance paradigm as well. Investor-owned utilities submit their plans to the Commission, and the Commission is also responsible for determining compliance with those plans.¹⁵ But while consumer-owned utilities must submit their plans to Commerce,¹⁶ compliance determinations fall to the state auditor.¹⁷

Moreover, the language in CETA underscores the difference in regulatory regimes. For investor-owned utilities, “the commission *must determine compliance* with [CETA].”¹⁸ For consumer-owned utilities, “the auditor is responsible for *auditing compliance* with [CETA].”¹⁹ This variation in statutory language creates a distinction. Specifically, consumer-owned utilities are only called on to demonstrate compliance when audited by the state auditor’s office. In the course of such an audit, the auditor will determine what information and data are useful for the audit. But the ordinary due diligence role remains with the local governing body. Regular collection and submission of hourly reporting data create administrative costs and burdens without serving a genuine oversight need. Further, the hourly reporting data is either infeasible for consumer-owned utilities to collect and/or would not provide meaningful information for determining compliance. For instance, BPA sells a single system mix in every hour of the year and cannot distinguish that mix by resource type.

PGP notes that the hourly data reporting under draft WAC 480-100-650(5) is linked to annual progress reporting under WAC 480-100-650(4), which applies only to the investor-owned utilities, but such reporting is not required under Commerce’s rules. Commerce’s rules do not require an annual progress report as Commerce is not responsible for assessing the adequacy of due diligence by consumer-owned utilities. Accordingly, Commerce does not need to adopt the hourly data reporting requirement set out in the Commission’s draft rules.

¹² RCW 19.405.060(2)(b).

¹³ *Id.*

¹⁴ RCW 19.405.090(5)(a).

¹⁵ RCW 19.405.060(1); RCW 19.405.090(9).

¹⁶ RCW 19.405.060(2).

¹⁷ RCW 19.405.090(10).

¹⁸ RCW 19.405.090(9) (emphasis added).

¹⁹ RCW 19.405.090(10) (emphasis added).

Specific Date for Review of Rules Not Necessary

Finally, PGP offers that the Commission or Commerce can review and revise its rules as necessary, making the required rule review proposed in WAC 480-100-650(6) unnecessary. The Commission should avoid what might be speculative or preliminary rulemaking that may not be needed. A scheduled review so quickly after adoption of rules creates uncertainty for utilities which may delay investment in long-term contracts or new resources. We recommend that the Commission/Commerce pursue workshops to evaluate experience with the rules rather than establishing a date certain for a rulemaking review.

CONCLUSION

The Commission's proposed approach to compliance is generally consistent with Commerce's draft rule, but Commerce's draft rule provides a superior approach for consumer-owned utilities. Therefore, Commerce should pursue formal adoption of its draft August 14, 2021 rule. Commerce should not adopt the proposed hourly data reporting requirements or other novel aspects of the Commission's proposed rules.

PGP looks forward to continued, collaborative discussions with Commerce and the Commission on CETA implementation.

Sincerely,

A handwritten signature in cursive script, appearing to read "Therese Hampton".

Therese Hampton, Executive Director



November 12, 2021

Filed Via Web Portal

Amanda Maxwell
Executive Director and Secretary
Washington Utilities and Transportation Commission
621 Woodland Square Loop SE
Lacey, WA 98503

RE: Docket UE-210183 Rulemaking to consider adoption of Markets and Compliance Requirements for the Clean Energy Transformation Act

Dear Ms. Maxwell:

The Washington Utilities and Transportation Commission (Commission) issued a Notice of Opportunity to File Written Comments on Draft Rules Relating to Electricity Markets and Compliance with the Clean Energy Transformation Act on October 12, 2021 (Notice).¹

The Public Generating Pool (PGP) is a membership organization representing large consumer-owned electric utilities, such as municipal utilities and public utility districts. PGP appreciates the multiple opportunities it has had to provide comments to the Commission in various dockets addressing the Clean Energy Transformation Act (CETA).² PGP looks forward to continued, collaborative discussions with the Department of Commerce (Commerce) and the Commission on CETA implementation.

Introduction

The Commission's draft rules address two aspects of CETA: reporting and compliance. PGP's comments focus only on portions of the draft rules that address compliance with statutory requirements. Because the regulatory framework for investor-owned utilities differs so significantly from the framework for consumer-owned utilities, the Commission's draft reporting rules should not apply to consumer-owned utilities. These comments will discuss the following points, and then provide brief answers to the questions posed in the Commission's Notice:

- Proposed definitions of "primary compliance" and "retained REC"
- Key differences in the regulation of investor-owned and consumer-owned utilities

¹ The Department of Commerce (Commerce) has also requested interested parties to submit comments in this docket. Commerce, *Clean Energy Transformation Act Bulletin - Oct. 25, 2021*, available at <https://content.govdelivery.com/accounts/WADOC/bulletins/2f8c5fb>.

² PGP has filed comments, for example, in Docket UE-191023 (June 29, 2020 comments address "use" and related issues; July 31, 2020 comments submitted jointly with PSE, Pacific Power and Avista also address "use" and include a legal memorandum); and Dockets UE-191023 / UE-190698 (December 3, 2020 comments address issues of compliance and "use"). PGP incorporates those comments herein by reference.

- Provisions relating to retirement of renewable energy credits (RECs)
- The interplay between compliance requirements and reporting requirements
- Impact of the 2024 review of the rule

Given that the reporting requirements and associated questions in the Commission draft rule are very specific to Commission-regulated utilities, PGP is not participating in the joint investor-owned utilities' comments in this docket. However, PGP agrees with the joint utility perspective that the Commission's proposed compliance requirements are consistent with CETA. PGP has separately submitted comments to the Commerce recommending Commerce adopt its August 14, 2020 draft rule 194-40-410 without change for consumer-owned utilities.

Definitions of Primary Compliance and Retained REC

The Commission's draft rules would add two definitions to WAC 480-100-605: "primary compliance" and "retained REC". The new definitions are each used one time, in a new subsection at proposed WAC 480-100-650(2)(e). PGP believes such definitions are not strictly necessary, however, they are consistent with Commerce's draft rule, which uses the statutory definition of unbundled REC. Both the Commission and Commerce's draft rules provide that use is demonstrated by acquisition of a renewable resource together with the REC followed by retirement of the REC.

The definition of "primary compliance" provides a straightforward distinction between the portion of a utility's obligation to comply with the 2030 standard of greenhouse gas neutrality that may be met using CETA's alternative compliance options,³ and the balance of the obligation, which cannot.⁴ PGP believes this is a helpful clarification on CETA compliance.

The definition of "retained REC" is unnecessary because CETA's statutory text establishes two types of RECs: Those that fall within the definition of "unbundled renewable energy credit"⁵ and those that do not. The Commission's proposed "retained REC" concept would establish a subset within the second category of REC, those that fall outside CETA's statutory definition of "unbundled renewable energy credit."

- An "unbundled renewable energy credit" is one that is "sold, delivered, or purchased separately from electricity."⁶
- "All other RECs" would be those that were acquired *with* the electricity.
- A "retained REC" is "the nonpower attributes of renewable and nonemitting electricity owned or controlled by a utility where the associated electricity is sold in a wholesale sale as unspecified electricity."⁷

³ RCW 19.405.040(1)(b).

⁴ RCW 19.405.040(1)(a).

⁵ RCW 19.405.020(38).

⁶ *Id.*

⁷ WAC 480-100-650.

Because the proposed “retained REC” never changes ownership before it is retired, the REC is not “sold, delivered, or purchased” and could not be an unbundled REC and, therefore, is a subset of “all other RECs” contemplated in CETA. The “retained REC” concept simply recognizes that where the utility retains the nonpower attributes of its resource and sells associated power on an unspecified basis, the REC may be used for compliance. The key compliance requirement is still based on the acquisition of both the REC and underlying energy. While the “retained REC” clarification may be consistent with CETA, the additional definition is unnecessary and could lead to confusion, especially if there were a desire to delineate “retained RECs” from “all other RECs” for compliance purposes.

Proposed new subsection WAC 480-100-650(2)(e) uses these definitions to explicitly state that “retiring retained RECs is a form of using electricity toward primary compliance.”⁸ This aligns with the plain language and intent of CETA’s statutory restriction on the use of “unbundled” RECs, coupled with CETA’s lack of restrictions on use of RECs that are not “unbundled.” While RCW 19.405.040(1)(b)(ii) specifically provides that “unbundled” RECs may be used to satisfy up to twenty percent of the greenhouse gas neutral standard as alternative, not primary, compliance, RCW 19.405.040(1)(a) contains no such restriction on the use of “all other RECs” that can be used for “primary compliance.”

Proposed new subsection WAC 480-100-650(2)(e) also aligns with the provision in the draft rules that “[u]sing electricity for compliance under [CETA] means that a utility has acquired renewable and nonemitting resources to meet its retail electric load[.]”⁹ Retained RECs, pursuant to the definition, can only come from electricity that the utility owns or controls—that is, electricity that the utility “has acquired.” This language supports PGP’s statement above that the key compliance requirement is the acquisition of the REC with the electricity and, therefore, the definition of “retained REC” is not needed.

Regulatory Framework for Consumer-Owned Utilities

CETA creates similar—though not identical—requirements for consumer-owned utilities and investor-owned utilities. As consumer-owned utilities, PGP’s members are not subject to the Commission’s jurisdiction. While the rules implementing CETA’s substantive requirements should avoid conflicting interpretations of the statute, where necessary, the two sets of rules should also recognize the different regulatory frameworks established by the Legislature.

Consumer-owned utilities are governed by independent elected bodies and do not earn profits for shareholders. Consumer-owned utilities have “full and exclusive” authority to control rates, charges and prices.¹⁰ Consumer-owned utilities are, however, limited in their authority to what is given and necessarily implied by statute to carry out their utility purposes.¹¹

⁸ Proposed WAC 480-100-650(2)(e).

⁹ Proposed WAC 480-100-650(1)(a).

¹⁰ RCW 35.92.010; RCW 54.16.040.

¹¹ See, e.g., *Okeson v. City of Seattle*, 150 Wn.2d 540, 78 P.3d 1279 (2003) (municipal utility cannot require its ratepayers to bear the cost of city streetlights that serve general public purposes rather than utility purposes); and *Okeson v. City of Seattle*, 159 Wn.2d 436 (2007) (absent express legislative authority, a municipal utility may not recover from ratepayers costs associated with purchasing credits to offset its own GHG emissions).

Under CETA, the elected board of a consumer-owned utility has the authority to determine the sufficiency of interim targets in a Clean Energy Implementation Plan (CEIP).¹² As such the consumer-owned utility's elected board has every interest in and ensures due diligence toward meeting targets. Part of the board's fundamental duties to their ratepayers include ensuring resource acquisitions are appropriate and cost effective for their ratepayers' needs. CETA limits Commerce's authority over consumer-owned utilities. For example, although a CEIP must be "submitted" to Commerce, CETA does not authorize Commerce to take any action regarding the submitted CEIP, such as approving or rejecting it. By contrast, RCW 19.405.060(2)(b) expressly authorizes a consumer-owned utility's governing body to adopt the CEIP, to adopt more stringent targets than those proposed by the consumer-owned utility and to periodically adjust or expedite timelines in the CEIP if the governing body can demonstrate that this can be achieved consistent with certain factors.

Given that the Commission plays a very different role from Commerce's role, the Commission might adopt CETA guidelines for investor-owned utilities that are more extensive than or different from Commerce's guidance for consumer-owned utilities. This is particularly true for reporting provisions, where the Commission may wish to build on reporting or other activities that investor-owned utilities already undertake, and consumer-owned utilities either do not have similar requirements or conduct the activities differently. The existence of these additional rules for investor owned-utilities is a natural outcome of the difference in regulatory roles of the Commission versus Commerce.

Interplay between compliance requirements and reporting requirements

While the Commission's draft rules would require investor-owned utilities to submit reports with hourly data, the statutory language of CETA does not require compliance to be on an hourly basis. As PGP and others have previously commented,¹³ the plain language of CETA requires compliance on a multi-year basis, and the Commission's rules regarding hourly *reporting* should not be imputed to mean hourly *compliance*, which would violate the multi-year compliance period contained in CETA. As the title of WAC 480-100-650(5) shows, this data reporting requirement is for *due diligence* to support the annual clean energy progress report. PGP does not take a position on whether this level of information is necessary for the Commission, when overseeing CETA compliance, to confirm whether investor-owned utilities have exercised due diligence.

However, PGP's interest in this portion of the rule is to reiterate that rules which may apply to investor-owned utilities, because they are germane or related to the ways that the Commission exercises regulatory oversight over the investor-owned utilities, are not applicable to consumer-owned utilities.

Impact of the 2024 review of the rule

PGP offers that the Commission or Commerce can review and revise their rules as necessary, making the required rule review proposed in WAC 480-100-650(6) unnecessary. The Commission should avoid what

¹² RCW 19.405.060(2)(b).

¹³ See *generally* comments cited in Footnote [2] above. In particular, see joint comments dated July 31, 2020 at page 4 and accompanying legal memo at pages 8-13.

might be speculative or preliminary rulemaking that may not be needed. A scheduled review so quickly after adoption of rules creates uncertainty for utilities which may delay investment in long-term contracts or new resources. We recommend that the Commission/Commerce pursue workshops to evaluate experience with the rules rather than establishing a date certain for a rulemaking review.

PGP's responses to Commission's questions

The questions posed in the Commission's Notice are set forth below (in blue), together with PGP's responses (in black).

1. Draft WAC 480-100-650(1): The Commission intends for this language to describe a planning and acquisition standard that requires utilities to acquire resources that are well suited to directly meet projected retail electric load without precluding the use of those resources for balancing, exchanges, or other purposes.

PGP has no comments on this rule, which does not address compliance and rather is considered as part of the Commission's due diligence role.

a. Is this intent sufficiently captured and the requirement clearly established through this draft rule language?

b. Is it appropriate to include a reference RCW 19.405.050(1) in this requirement?

2. Draft WAC 480-100-605: The draft rules include definitions that draw a distinction between a "retained" REC and the CETA definition of unbundled REC.

Please see PGP's discussion of the new definitions above.

a. Is this distinction understandable? Yes, however, as noted, PGP does not believe the "retained REC" definition is needed.

b. Are there other nuances to the distinction between retained RECs and unbundled RECs that should be addressed in the rule? No.

c. In order to make use of this distinction between retained RECs and unbundled RECs, utilities will have to track and differentiate these RECs.

i. Is it practicable to track retained RECs separately from unbundled RECs?

It is practicable to track unbundled RECs separately from all other RECS. Please see PGP's discussion regarding "retained RECs" above.

ii. Is it practicable to track retained RECS associated with unspecified electricity sales?

It is not practicable to track "retained RECs" associated with unspecified electricity sales, primarily because a utility typically balances its system using unspecified "system sales," which do not require or rely on resource-specific tracking or tagging. To implement that

level of resource-specific tracking would be technically challenging and costly for utilities and would not provide any additional information useful in determining compliance.

3. Draft WAC 480-100-605: The draft rules include a definition of “primary compliance” to differentiate the portion of the greenhouse gas neutral standard that may not be met using unbundled RECs or other alternative compliance options. Is this definition clear?

Yes. Please see PGP’s discussion of the new definitions above.

4. Draft WAC 480-100-650: The draft rules include robust requirements for hourly energy management data and information on a utility’s wholesale transaction activities, as the penalties described in CETA are established based on “each megawatt-hour of electric generation used to meet load that is not electricity from a renewable resource or nonemitting electric generation,” necessitating a high level of granularity in reporting. With these increased reporting requirements, the Commission aims to increase visibility into a utility’s operations and to augment the data available to review a utility’s performance in complying with the requirements of RCW 19.405.040 and .050 outlined in these draft rules.

PGP disagrees that this high a level of granularity is required by CETA. PGP does not agree that the penalty section of CETA necessitates this level of reporting. PGP reiterates that RCW 19.405.040(1)(a)(ii) states “use electricity from renewable resources and nonemitting electric generation in an amount equal to one hundred percent of the utility’s retail electric loads **over each multiyear compliance period.**” Megawatt-hours is the standard unit of measurement used in contracts and any reference to “each megawatt-hour of electric generation” in RCW 19.405.090 simply references those megawatt-hours deemed to not meet the compliance requirements in RCW 19.405.040 and .050.

a. Are the items in the draft rule sufficiently described?

b. Are any of the reporting requirements unnecessary to achieve the Commission’s goal?

c. Conversely, are there additional items that the Commission should include in the expanded reporting requirements?

d. Please identify any requested data or information that are already provided to the Commission in other filings, such as general rate cases. Please identify any data or information that are likely to be challenging to identify or submit, and describe why these items would be difficult to compile.

Sincerely,



Therese Hampton, Executive Director



November 12, 2021

Filed Via Web Portal

Amanda Maxwell
Executive Director and Secretary
Washington Utilities and Transportation Commission
621 Woodland Square Loop SE
Lacey, WA 98503

Received
Records Management
11/12/21 15:01
State Of WASH.
UTIL. AND TRANSP.
COMMISSION

RE: Docket UE-210183 Rulemaking to consider adoption of Markets and Compliance Requirements for the Clean Energy Transformation Act

Dear Ms. Maxwell:

The Washington Utilities and Transportation Commission (Commission) issued a Notice of Opportunity to File Written Comments on Draft Rules Relating to Electricity Markets and Compliance with the Clean Energy Transformation Act on October 12, 2021 (Notice).¹

The Public Generating Pool (PGP) is a membership organization representing large consumer-owned electric utilities, such as municipal utilities and public utility districts. PGP appreciates the multiple opportunities it has had to provide comments to the Commission in various dockets addressing the Clean Energy Transformation Act (CETA).² PGP looks forward to continued, collaborative discussions with the Department of Commerce (Commerce) and the Commission on CETA implementation.

Introduction

The Commission’s draft rules address two aspects of CETA: reporting and compliance. PGP’s comments focus only on portions of the draft rules that address compliance with statutory requirements. Because the regulatory framework for investor-owned utilities differs so significantly from the framework for consumer-owned utilities, the Commission’s draft reporting rules should not apply to consumer-owned utilities. These comments will discuss the following points, and then provide brief answers to the questions posed in the Commission’s Notice:

- Proposed definitions of “primary compliance” and “retained REC”
- Key differences in the regulation of investor-owned and consumer-owned utilities

¹ The Department of Commerce (Commerce) has also requested interested parties to submit comments in this docket. Commerce, *Clean Energy Transformation Act Bulletin - Oct. 25, 2021*, available at <https://content.govdelivery.com/accounts/WADOC/bulletins/2f8c5fb>.

² PGP has filed comments, for example, in Docket UE-191023 (June 29, 2020 comments address “use” and related issues; July 31, 2020 comments submitted jointly with PSE, Pacific Power and Avista also address “use” and include a legal memorandum); and Dockets UE-191023 / UE-190698 (December 3, 2020 comments address issues of compliance and “use”). PGP incorporates those comments herein by reference.

- Provisions relating to retirement of renewable energy credits (RECs)
- The interplay between compliance requirements and reporting requirements
- Impact of the 2024 review of the rule

Given that the reporting requirements and associated questions in the Commission draft rule are very specific to Commission-regulated utilities, PGP is not participating in the joint investor-owned utilities' comments in this docket. However, PGP agrees with the joint utility perspective that the Commission's proposed compliance requirements are consistent with CETA. PGP has separately submitted comments to the Commerce recommending Commerce adopt its August 14, 2020 draft rule 194-40-410 without change for consumer-owned utilities.

Definitions of Primary Compliance and Retained REC

The Commission's draft rules would add two definitions to WAC 480-100-605: "primary compliance" and "retained REC". The new definitions are each used one time, in a new subsection at proposed WAC 480-100-650(2)(e). PGP believes such definitions are not strictly necessary, however, they are consistent with Commerce's draft rule, which uses the statutory definition of unbundled REC. Both the Commission and Commerce's draft rules provide that use is demonstrated by acquisition of a renewable resource together with the REC followed by retirement of the REC.

The definition of "primary compliance" provides a straightforward distinction between the portion of a utility's obligation to comply with the 2030 standard of greenhouse gas neutrality that may be met using CETA's alternative compliance options,³ and the balance of the obligation, which cannot.⁴ PGP believes this is a helpful clarification on CETA compliance.

The definition of "retained REC" is unnecessary because CETA's statutory text establishes two types of RECs: Those that fall within the definition of "unbundled renewable energy credit"⁵ and those that do not. The Commission's proposed "retained REC" concept would establish a subset within the second category of REC, those that fall outside CETA's statutory definition of "unbundled renewable energy credit."

- An "unbundled renewable energy credit" is one that is "sold, delivered, or purchased separately from electricity."⁶
- "All other RECs" would be those that were acquired *with* the electricity.
- A "retained REC" is "the nonpower attributes of renewable and nonemitting electricity owned or controlled by a utility where the associated electricity is sold in a wholesale sale as unspecified electricity."⁷

³ RCW 19.405.040(1)(b).

⁴ RCW 19.405.040(1)(a).

⁵ RCW 19.405.020(38).

⁶ *Id.*

⁷ WAC 480-100-650.

Because the proposed “retained REC” never changes ownership before it is retired, the REC is not “sold, delivered, or purchased” and could not be an unbundled REC and, therefore, is a subset of “all other RECs” contemplated in CETA. The “retained REC” concept simply recognizes that where the utility retains the nonpower attributes of its resource and sells associated power on an unspecified basis, the REC may be used for compliance. The key compliance requirement is still based on the acquisition of both the REC and underlying energy. While the “retained REC” clarification may be consistent with CETA, the additional definition is unnecessary and could lead to confusion, especially if there were a desire to delineate “retained RECs” from “all other RECs” for compliance purposes.

Proposed new subsection WAC 480-100-650(2)(e) uses these definitions to explicitly state that “retiring retained RECs is a form of using electricity toward primary compliance.”⁸ This aligns with the plain language and intent of CETA’s statutory restriction on the use of “unbundled” RECs, coupled with CETA’s lack of restrictions on use of RECs that are not “unbundled.” While RCW 19.405.040(1)(b)(ii) specifically provides that “unbundled” RECs may be used to satisfy up to twenty percent of the greenhouse gas neutral standard as alternative, not primary, compliance, RCW 19.405.040(1)(a) contains no such restriction on the use of “all other RECs” that can be used for “primary compliance.”

Proposed new subsection WAC 480-100-650(2)(e) also aligns with the provision in the draft rules that “[u]sing electricity for compliance under [CETA] means that a utility has acquired renewable and nonemitting resources to meet its retail electric load[.]”⁹ Retained RECs, pursuant to the definition, can only come from electricity that the utility owns or controls—that is, electricity that the utility “has acquired.” This language supports PGP’s statement above that the key compliance requirement is the acquisition of the REC with the electricity and, therefore, the definition of “retained REC” is not needed.

Regulatory Framework for Consumer-Owned Utilities

CETA creates similar—though not identical—requirements for consumer-owned utilities and investor-owned utilities. As consumer-owned utilities, PGP’s members are not subject to the Commission’s jurisdiction. While the rules implementing CETA’s substantive requirements should avoid conflicting interpretations of the statute, where necessary, the two sets of rules should also recognize the different regulatory frameworks established by the Legislature.

Consumer-owned utilities are governed by independent elected bodies and do not earn profits for shareholders. Consumer-owned utilities have “full and exclusive” authority to control rates, charges and prices.¹⁰ Consumer-owned utilities are, however, limited in their authority to what is given and necessarily implied by statute to carry out their utility purposes.¹¹

⁸ Proposed WAC 480-100-650(2)(e).

⁹ Proposed WAC 480-100-650(1)(a).

¹⁰ RCW 35.92.010; RCW 54.16.040.

¹¹ See, e.g., *Okeson v. City of Seattle*, 150 Wn.2d 540, 78 P.3d 1279 (2003) (municipal utility cannot require its ratepayers to bear the cost of city streetlights that serve general public purposes rather than utility purposes); and *Okeson v. City of Seattle*, 159 Wn.2d 436 (2007) (absent express legislative authority, a municipal utility may not recover from ratepayers costs associated with purchasing credits to offset its own GHG emissions).

Under CETA, the elected board of a consumer-owned utility has the authority to determine the sufficiency of interim targets in a Clean Energy Implementation Plan (CEIP).¹² As such the consumer-owned utility's elected board has every interest in and ensures due diligence toward meeting targets. Part of the board's fundamental duties to their ratepayers include ensuring resource acquisitions are appropriate and cost effective for their ratepayers' needs. CETA limits Commerce's authority over consumer-owned utilities. For example, although a CEIP must be "submitted" to Commerce, CETA does not authorize Commerce to take any action regarding the submitted CEIP, such as approving or rejecting it. By contrast, RCW 19.405.060(2)(b) expressly authorizes a consumer-owned utility's governing body to adopt the CEIP, to adopt more stringent targets than those proposed by the consumer-owned utility and to periodically adjust or expedite timelines in the CEIP if the governing body can demonstrate that this can be achieved consistent with certain factors.

Given that the Commission plays a very different role from Commerce's role, the Commission might adopt CETA guidelines for investor-owned utilities that are more extensive than or different from Commerce's guidance for consumer-owned utilities. This is particularly true for reporting provisions, where the Commission may wish to build on reporting or other activities that investor-owned utilities already undertake, and consumer-owned utilities either do not have similar requirements or conduct the activities differently. The existence of these additional rules for investor owned-utilities is a natural outcome of the difference in regulatory roles of the Commission versus Commerce.

Interplay between compliance requirements and reporting requirements

While the Commission's draft rules would require investor-owned utilities to submit reports with hourly data, the statutory language of CETA does not require compliance to be on an hourly basis. As PGP and others have previously commented,¹³ the plain language of CETA requires compliance on a multi-year basis, and the Commission's rules regarding hourly *reporting* should not be imputed to mean hourly *compliance*, which would violate the multi-year compliance period contained in CETA. As the title of WAC 480-100-650(5) shows, this data reporting requirement is for *due diligence* to support the annual clean energy progress report. PGP does not take a position on whether this level of information is necessary for the Commission, when overseeing CETA compliance, to confirm whether investor-owned utilities have exercised due diligence.

However, PGP's interest in this portion of the rule is to reiterate that rules which may apply to investor-owned utilities, because they are germane or related to the ways that the Commission exercises regulatory oversight over the investor-owned utilities, are not applicable to consumer-owned utilities.

Impact of the 2024 review of the rule

PGP offers that the Commission or Commerce can review and revise their rules as necessary, making the required rule review proposed in WAC 480-100-650(6) unnecessary. The Commission should avoid what

¹² RCW 19.405.060(2)(b).

¹³ See *generally* comments cited in Footnote [2] above. In particular, see joint comments dated July 31, 2020 at page 4 and accompanying legal memo at pages 8-13.

might be speculative or preliminary rulemaking that may not be needed. A scheduled review so quickly after adoption of rules creates uncertainty for utilities which may delay investment in long-term contracts or new resources. We recommend that the Commission/Commerce pursue workshops to evaluate experience with the rules rather than establishing a date certain for a rulemaking review.

PGP's responses to Commission's questions

The questions posed in the Commission's Notice are set forth below (in blue), together with PGP's responses (in black).

1. Draft WAC 480-100-650(1): The Commission intends for this language to describe a planning and acquisition standard that requires utilities to acquire resources that are well suited to directly meet projected retail electric load without precluding the use of those resources for balancing, exchanges, or other purposes.

PGP has no comments on this rule, which does not address compliance and rather is considered as part of the Commission's due diligence role.

a. Is this intent sufficiently captured and the requirement clearly established through this draft rule language?

b. Is it appropriate to include a reference RCW 19.405.050(1) in this requirement?

2. Draft WAC 480-100-605: The draft rules include definitions that draw a distinction between a "retained" REC and the CETA definition of unbundled REC.

Please see PGP's discussion of the new definitions above.

a. Is this distinction understandable? Yes, however, as noted, PGP does not believe the "retained REC" definition is needed.

b. Are there other nuances to the distinction between retained RECs and unbundled RECs that should be addressed in the rule? No.

c. In order to make use of this distinction between retained RECs and unbundled RECs, utilities will have to track and differentiate these RECs.

i. Is it practicable to track retained RECs separately from unbundled RECs?

It is practicable to track unbundled RECs separately from all other RECS. Please see PGP's discussion regarding "retained RECs" above.

ii. Is it practicable to track retained RECS associated with unspecified electricity sales?

It is not practicable to track "retained RECs" associated with unspecified electricity sales, primarily because a utility typically balances its system using unspecified "system sales," which do not require or rely on resource-specific tracking or tagging. To implement that

level of resource-specific tracking would be technically challenging and costly for utilities and would not provide any additional information useful in determining compliance.

3. Draft WAC 480-100-605: The draft rules include a definition of “primary compliance” to differentiate the portion of the greenhouse gas neutral standard that may not be met using unbundled RECs or other alternative compliance options. Is this definition clear?

Yes. Please see PGP’s discussion of the new definitions above.

4. Draft WAC 480-100-650: The draft rules include robust requirements for hourly energy management data and information on a utility’s wholesale transaction activities, as the penalties described in CETA are established based on “each megawatt-hour of electric generation used to meet load that is not electricity from a renewable resource or nonemitting electric generation,” necessitating a high level of granularity in reporting. With these increased reporting requirements, the Commission aims to increase visibility into a utility’s operations and to augment the data available to review a utility’s performance in complying with the requirements of RCW 19.405.040 and .050 outlined in these draft rules.

PGP disagrees that this high a level of granularity is required by CETA. PGP does not agree that the penalty section of CETA necessitates this level of reporting. PGP reiterates that RCW 19.405.040(1)(a)(ii) states “use electricity from renewable resources and nonemitting electric generation in an amount equal to one hundred percent of the utility’s retail electric loads **over each multiyear compliance period.**” Megawatt-hours is the standard unit of measurement used in contracts and any reference to “each megawatt-hour of electric generation” in RCW 19.405.090 simply references those megawatt-hours deemed to not meet the compliance requirements in RCW 19.405.040 and .050.

a. Are the items in the draft rule sufficiently described?

b. Are any of the reporting requirements unnecessary to achieve the Commission’s goal?

c. Conversely, are there additional items that the Commission should include in the expanded reporting requirements?

d. Please identify any requested data or information that are already provided to the Commission in other filings, such as general rate cases. Please identify any data or information that are likely to be challenging to identify or submit, and describe why these items would be difficult to compile.

Sincerely,



Therese Hampton, Executive Director

AUDIT ACTIVITY UPDATE

DECEMBER 7, 2021



Presented by: Julia Anderson, Sr. Mgr./Controller/Auditor

AUDIT SUMMARY

| <u>Audit</u> | <u>Progress</u> | <u>Auditors</u> | <u>Description/Results</u> | <u>Comments</u> |
|-------------------------------|-----------------|-----------------|--|--|
| 2020 PUD Financial Statements | Complete | Moss Adams | Verification of financial reporting | Unqualified opinion no exceptions noted |
| 2020 Federal Single Audit | Complete | Moss Adams | Verification of eligible costs and proper expenditures | Significant Deficiency related to Internal Control |
| 2021 PUD Financial Statements | In Progress | Moss Adams | Verification of financial reporting | 2021 Interim audit work performed the week of November 15 – 19 |
| VEBA Financial Statements | Complete | Moss Adams | Verification of eligibility, proper claims payment and audit of financial statements | Unqualified opinion no audit comments |



AUDIT SUMMARY

| <u>Audit</u> | <u>Progress</u> | <u>Auditors</u> | <u>Description/Results</u> | <u>Comments</u> |
|---|------------------------|--------------------------------------|--|---|
| FEMA Grant Review-April 2014 Oso Landslide (4168) | In progress | FEMA Region 10 | Verification of eligible and proper expenditures | In final review with FEMA |
| FEMA Grant Review-November 2015 Storm (4249) | In progress | State Emergency Management Personnel | Verification of eligible and proper expenditures | State final review in progress prior to submission to FEMA final review |
| FEMA Grant Review-December 2018 Storm (4418) | In progress | State Emergency Management Personnel | Verification of eligible and proper expenditures | Audit review in progress; working on payment voucher for FEMA funding |



AUDIT SUMMARY

| <u>Audit</u> | <u>Progress</u> | <u>Auditors</u> | <u>Description/Results</u> | <u>Comments</u> |
|---|--|--------------------------------------|--|--|
| FEMA Grant Review - January 2020 Storm (4539) | Claim has been filed and is under review | State Emergency Management Personnel | Verification of eligible and proper expenditures | Electric and Generation system; Audit review in progress |
| FEMA Grant Review – January 2021 Storm (4593) | Claim has been filed and is under review | State Emergency Management Personnel | Verification of eligible and proper expenditures | Audit review in progress |



AUDIT SUMMARY

| <u>Audit</u> | <u>Progress</u> | <u>Auditors</u> | <u>Description/Results</u> | <u>Comments</u> |
|--|------------------------|------------------------|--|---|
| State of Washington Accountability Audit | Complete | State Auditor's Office | Verification of compliance with State laws and internal policies | 2020 audit work was performed in September-October; No findings |
| State of Washington CPA Financial Audit Review | Complete | State Auditor's Office | Verification of Financial Statement audit work performed by Moss Adams | No exceptions |
| State of Washington CPA Single Audit Review | Complete | State Auditor's Office | Verification of Federal Audit work performed by Moss Adams | Audit review in progress; no issues expected |
| BPA Residential Exchange Review | Complete | BPA | Verification of compliance with BPA's Residential Exchange Program (10/1/2018-9/30/2019) | Review was delayed due to COVID 19; No issues noted |



AUDIT SUMMARY

| <u>Audit</u> | <u>Progress</u> | <u>Auditors</u> | <u>Description/Results</u> | <u>Comments</u> |
|---|------------------------|---------------------------|---|---|
| I-937 Compliance – Energy Efficiency | Complete | State Auditor's Office | Verification of energy efficiency measures | 2018-2019 conservation audit; no issues noted |
| I-937 Compliance Audit - Renewables & Resources | Complete | State Auditor's Office | Verification of investment in eligible renewable resources | 2020 renewables audit; no issues noted |
| I-937 Compliance – Energy Efficiency | In progress | State Auditor's Office | Verification of energy efficiency measures | 2020-2021 conservation target work is in process. Achievement audit work will be performed in 2022 |



Proposed 2022-2026 Power Purchase Agreement with Hampton Lumber

December 7, 2021

Marie Morrison, Principal Utility Analyst – Power Supply

Doug O'Donnell, Senior Executive Account Manager – Strategic Accounts

Garrison Marr, Senior Manager – Power Supply



Agenda

- ❖ Background
- ❖ Power Purchase Agreement (PPA)
- ❖ Proposed 2022-2026 PPA
- ❖ Recommendation

Hampton Lumber Mill - Washington Operations

- ❖ Hampton Lumber is a family-owned company based in Portland, Oregon, dedicated to providing quality wood products and responsible forestland management in the Pacific Northwest and Canada
- ❖ Operations at the 308-acre lumber mill in Darrington are a highly automated, world class production process
- ❖ 175 employees working two shifts
- ❖ Biomass fueled cogeneration plant produces steam for kilns and electricity purchased by the District



Cogeneration Plant



- ❖ Provides steam for lumber mill kiln drying process
- ❖ Creates high-skilled career jobs in Darrington, supports viability of 175 mill jobs
- ❖ Provides stable renewable energy supply to the grid, generates enough electricity to power ~2,000 homes
- ❖ ***The District is currently purchasing all energy and renewable energy certificates (RECs) from the Hampton generator***
- ❖ Helps the District meet WA Energy Independence Act (EIA) renewables compliance of 15% with local generation



Power Purchase Agreement

- ❖ The District has been partnering with Hampton since 2006. Both parties have worked together to achieve mutual benefits from this unique PPA.
- ❖ In CY2020 and 2021, the District and Hampton executed an Addendum to the current contract to compensate Hampton for the additional value it provides the District's Power Supply portfolio.
- ❖ Contract Price reflects components of renewable energy and capacity resource value:
 - Monthly On-Peak/Off-Peak Energy Prices
 - Avoided Regional Transmission and Distribution Losses Credits
 - Tradable REC Value (1 MWh generation = 1 REC)
 - Distributed Generation Credit (value for second compliance REC)
 - Deferral of Distribution System Upgrades Credit
 - Generation Capacity Credit (value for capacity contributions during on peak hours)
 - Avoided North Mountain Capacity Credit (value of avoided capacity payment to City Light)

Proposed 2022-2026 PPA

❖ Goals

- Fair contract that reflects unique value Hampton generation brings to Snohomish PUD
- Longer-term, sustainable contract to provide business certainty for both parties
- Contract that ***reflects market environment***
 - Low energy price forecasts follow long-term trend
 - Lower REC prices due to abundant supply
 - PUD's capacity need in the summer -> Resource Adequacy Program
 - Lower deferral of systems upgrades credit that accurately captures capacity gained from transmission and distribution system investment

❖ Hampton engagement

- Onsite visit with initial contract discussions – September 30
- Pricing discussions – October 27
- Contract price proposal – November 4

Proposed 2022-2026 PPA

1. Long-term price components are consistent with the methodology used in the 2021 IRP for acquiring conservation and distributed energy resources. These price components are **fixed** for the length of the contract term.
2. Energy Prices are exception and allow for bounded, annual refresh:
 - ❖ CY2022 energy prices reflect the adopted **2022 Power Supply Budget market price forecasts**.
 - ❖ CY2023-2026 energy prices reflect the **2021 Integrated Resource Program (IRP) forecast prices as “floor”, and the CY2021 contract energy price as the “ceiling”**.
 - ❖ Each year from CY2023-2026, Hampton has the option to accept updated energy prices used in the development of the five-year Power Supply Budget.
3. Avoided North Mountain Capacity Credit reflected in CY2022 contract price but expected to sunset when the District reaches a North Mountain agreement with Seattle City Light.
4. Actual contract costs will vary with generation and annual energy price environment. Costs expected to be similar to, but slightly lower than, previous contract.

Proposed Pricing

| Proposed Pricing | 2022 | 2023 | 2024 | 2025 | 2026 |
|--|----------------|----------------|----------------|----------------|----------------|
| Effective Price (\$/MWh)* | \$58.95 | \$49.73 | \$50.58 | \$51.39 | \$54.31 |
| Estimated Total Annual PUD Cost* (Hampton Annual Revenue) | \$1,067,069 | \$933,299 | \$952,176 | \$964,524 | \$1,019,321 |
| Estimated Annual Production | ~2.1 aMW | ~2.1 aMW | ~2.1 aMW | ~2.1 aMW | ~2.1 aMW |

*CY2023-2026 prices reflect the floor price based on the 2021 IRP forecast energy prices. Hampton has the option to accept updated energy prices that may be higher and more reflective of current market environment.

Next Steps

- ❖ Staff recommends the Board to consider a resolution to authorize the CEO/General Manager to execute the 2022-2026 Power Purchase Agreement between the District and Hampton Lumber Mill – Washington.
- ❖ The resolution will be up for consideration at the December 21, 2021 Commission Meeting.

Questions?



Update on Qualco Community Project

December 7, 2021



Scott Spahr
Manager, Generation Operations and Engineering

Previous Commission Briefings

April 20, 2021

December 1, 2020

November 17, 2020



Qualco Project Background

- 2008: Qualco began operating biodigester and 450 kW generator
- 2014-2018: Initial 5-year power purchase agreement
 - The Board approved one-year PPA extensions for 2019, 2020, and 2021 under 2018 terms and pricing
- 2018: PUD and Qualco began discussions of new business relationship
- May 2021: Board approves Lease and Operating Agreement and authorizes PUD purchase of new 675 kW generator.
- PPA as amended terminates at COD of new generator

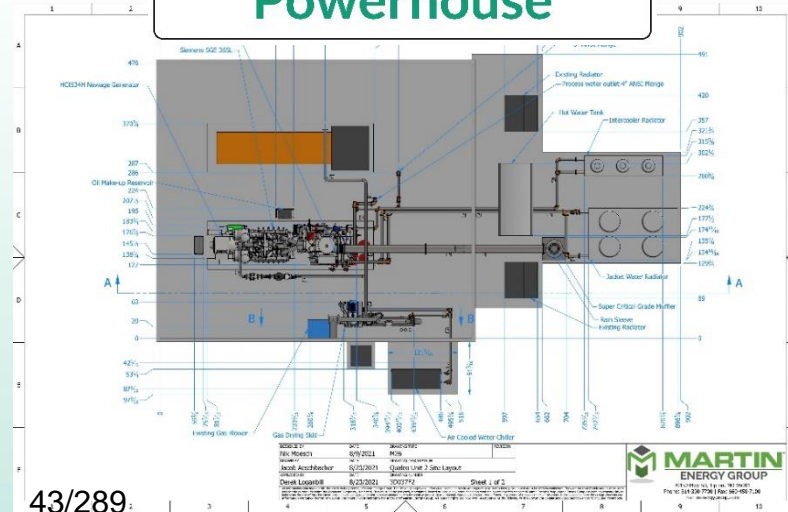
Completed Work to Date

- Interior floor & walls painted
- Exterior concrete equipment pads poured, gravel graded
- 675 kW Combined Heat & Power Package ordered (*ships from vendor 12/28/2021*)
- Distribution Recloser reprogrammed
- Set Primary meter
- H₂S detector installed
- BPA interconnection agreement
- PSCAA permit amendment submitted



Qualco Biodigester Powerhouse



43/289



Project Timeline Update

- Originally anticipated commercial operation date of new generator in 2021 Q4.
- Projecting 3-6 month delay to Q2 2022
 - New generator expected to ship December 28, 2021
 - Ongoing acquisition of real estate easements needed for fiber optic cable build
- PPA continues with current pricing until commercial operation date of new generator

Siemens Engine and Generator



New Siemens engine and generator set is currently being fabricated in Missouri by Martin Machinery.



- Photos taken: 11/30/21
- Expected ship date: 12/28/21



Questions?





2022-2026 Retail Rate Study



Water Utility



December 7, 2021

Presented by:

Brant Wood – AGM, Water Utility

Christina Arndt – Manager, Water Utility

Sergey Tarasov – Senior Project Manager, FCS Group

Brooke Tacia – Project Manager, FCS Group



Discussion Outline

- Background
- System overview
- Drivers impacting water rates
- Overview of rate study process
- Key assumptions
- Fiscal policy targets
- Summary of findings
 - Revenue requirement
 - Cost of service analysis
 - Rate design
- February 2022 Water Retail Rate Recommendation



Background

Last rate study completed in 2017

- Developed a three-year rate strategy based on water system plan capital

| Rate Strategy - 2017 Study | 2018 | 2019 | 2020 |
|----------------------------|-------|-------|-------|
| Annual Rate Increase | 2.00% | 2.00% | 2.00% |

- Note - 2018 increases implemented, 2019 and 2020 adjustments deferred
- Performed a cost-of-service analysis
 - MF and Commercial classes results were out of alignment
 - Implemented one year of cost-of-service phase-in
- Updated connection charges – no changes implemented

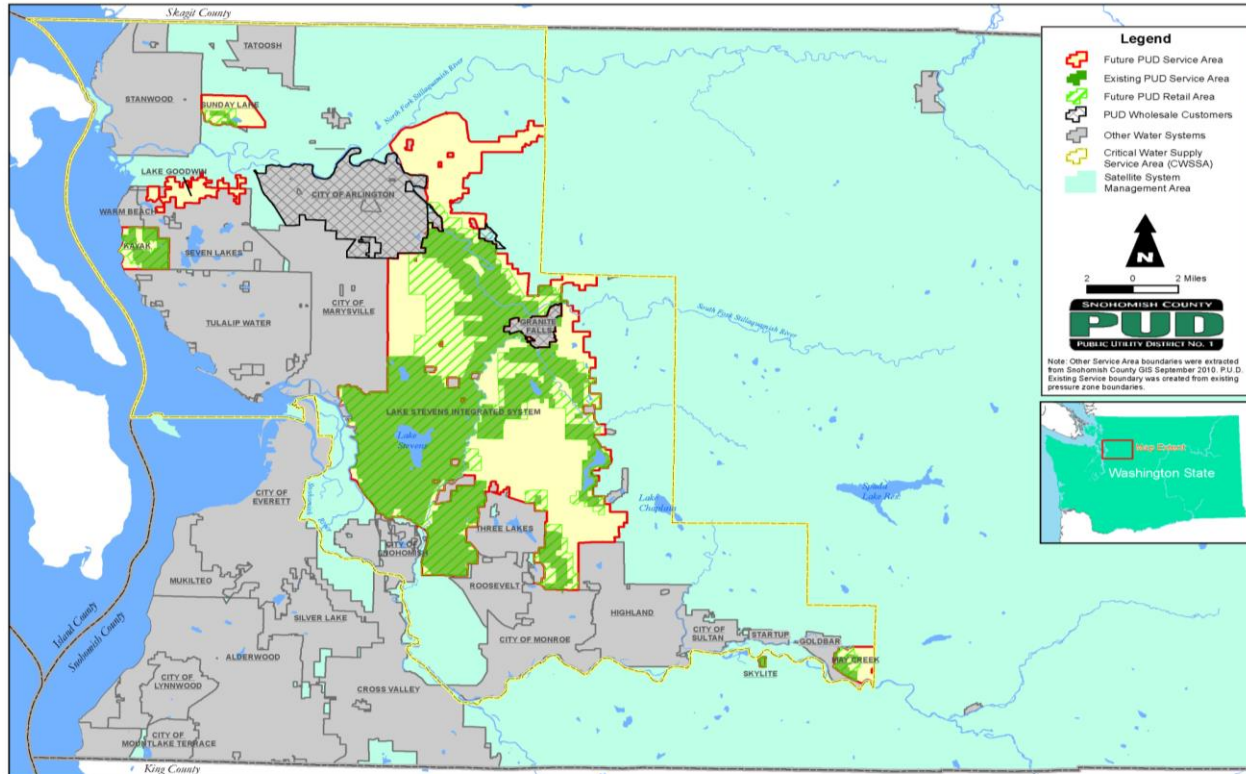


Snohomish County PUD Water

- Approximately 22,900 connections in 10 separate water systems with the largest system, Lake Stevens Integrated, accounting for around 20,700 of those connections
- Approximately 234 million cubic feet of water sold in 2020 (1.8 billion gallons)
- 408 miles of pipelines
- 17 Reservoirs with approximately 15.5 million gallons of storage
- 11 booster pump stations
- 6 water supply pump stations
- 9 active well sites
- 4 water treatment plants
- Purchases the majority of its water from the City of Everett
- Satellite Management Agency (SMA) for unincorporated Snohomish County
- 28 full time, budgeted Water employees, including 15 field staff, 5 Engineering positions, 5 Admin positions, 1 Water Superintendent, 1 Water Business Manager, and 1 AGM



Water Service Area



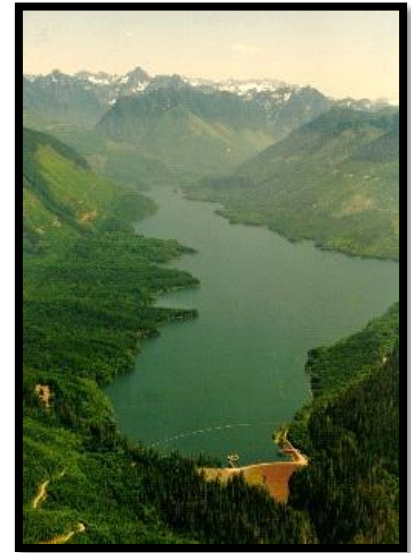
Print Date: 12/2/2010
FUTURE_AREA_0411.mxd

Figure 2-2 Proposed PUD Water Service Areas

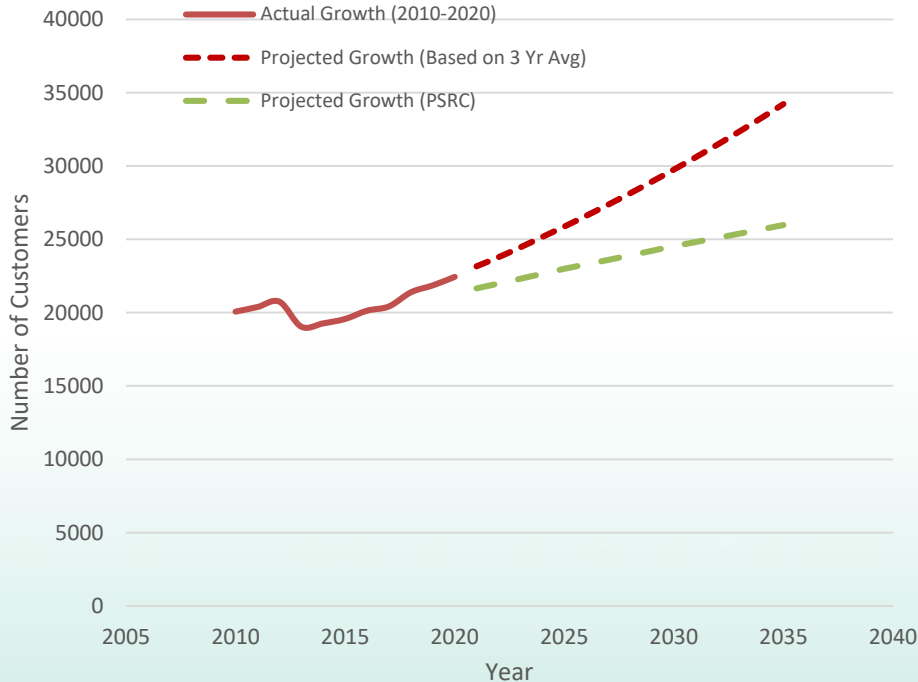


Where Does the Water Come From?

- (75% Everett Wholesale, 25% Wells)
- Water Purchased from Everett Comes From Spada Lake in the Sultan Basin
 - Lake Stevens Integrated System – includes Lake Roesiger, Dubuque, Lake Bosworth, wholesale to City of Granite Falls and City of Arlington
 - Creswell
 - Storm Lake Ridge
- Remote Systems and a portion of Lake Stevens Served by Groundwater from Wells
 - May Creek
 - Skylite Tracts
 - Sunday Lake
 - Kayak Estates
 - Warm Beach
 - 212 Market and Deli
 - Creswell



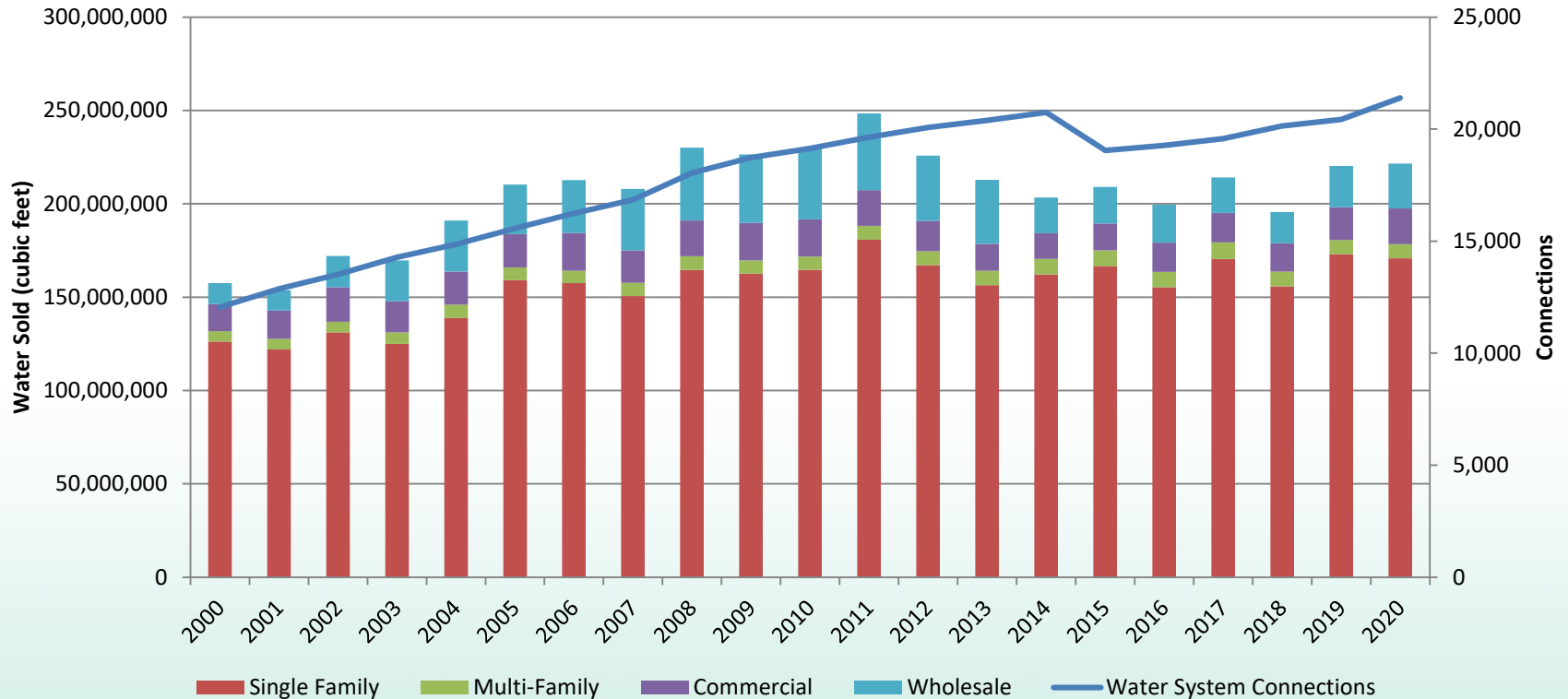
Historical Review – Water System Growth



- Puget Sound Regional Council (PSRC) growth rates along with historical growth in the PUD's water systems were used to determine expected growth
- In 2013 we transferred 2,073 customers to the City of Marysville
- About 6,500 new connections within the Lake Stevens system expected by 2040



Total Water Sold – All District Systems



Water System Historical Operating Results (\$000's)

| | 2018 | 2019 | 2020 | 2021 YTD | 2021 Budget | 2022 Budget |
|-------------------------------------|-----------------|------------------|-----------------|-----------------|-----------------|-----------------|
| Water Sales | \$ 13,133 | \$ 13,361 | \$ 13,755 | \$ 11,302 | \$ 13,025 | \$ 12,949 |
| Other | 397 | 403 | 368 | 278 | 371 | 363 |
| Total Operating Revenues | 13,530 | 13,764 | 14,123 | 11,580 | 13,396 | 13,312 |
| Operating Expenses: | | | | | | |
| Purchased Water | 2,438 | 2,596 | 2,925 | 2,623 | 3,083 | 3,240 |
| Operations & Maintenance | 5,091 | 5,239 | 5,764 | 4,935 | 6,645 | 5,924 |
| Depreciation | 2,932 | 3,028 | 3,191 | 2,448 | 3,085 | 3,024 |
| Taxes | 688 | 726 | 754 | 612 | 684 | 672 |
| Total Operating Expenses | 11,149 | 11,589 | 12,634 | 10,618 | 13,497 | 12,860 |
| Net Operating Income (Loss) | 2,381 | 2,175 | 1,489 | 962 | (101) | 452 |
| Interest Charges | (614) | (743) | (312) | (201) | (676) | (519) |
| Other Income and Expense | 464 | 693 | 341 | 57 | 291 | 207 |
| Total Capital Contributions | 5,718 | 8,444 | 6,354 | 5,430 | 5,269 | 3,945 |
| Net Income | \$ 7,949 | \$ 10,569 | \$ 7,872 | \$ 6,248 | \$ 4,783 | \$ 4,085 |
| Balance Available for Debt Coverage | 8,824 | 9,773 | 8,862 | | 9,725 | 5,616 |
| Debt Service Paid from Revenues | 2,336 | 2,206 | 1,598 | | 1,553 | 1,576 |
| Parity Debt Service Coverage | 3.8X | 4.4X | 5.5X | | 6.09X | 3.47X |

- Operating expenses vary annually based on increased Shared Services costs realized from Electric and allocated labor and overheads that fluctuate with capital spending
- Debt service coverage has consistently exceeded bond covenant minimum of 1.25x



Water Retail Rates

| Adopted Water Retail Rates (2018 Water Retail Rates per Resolution 5829, Approved December 5, 2017) | | | | | |
|--|---------|---------|---------|---------|---------|
| Description | 2016/17 | 2018 | 2019 | 2020 | 2021 |
| General Single-Family Residential - Table B-6 | | | | | |
| General and Special | | | | | |
| Monthly Customer | \$22.57 | \$22.98 | \$22.98 | \$22.98 | \$22.98 |
| Commodity Rate (per 100 cu ft) | \$3.46 | \$3.52 | \$3.52 | \$3.52 | \$3.52 |
| Unmetered Monthly | \$57.17 | \$58.20 | \$58.20 | \$58.20 | \$58.20 |
| General Multi-Family Residential - Table B-7 | | | | | |
| General and Special | | | | | |
| Monthly Customer | \$22.20 | \$23.09 | \$23.09 | \$23.09 | \$23.09 |
| Commodity Rate (per 100 cu ft) | \$3.21 | \$3.34 | \$3.34 | \$3.34 | \$3.34 |
| General Commercial / Industrial - Table B-8 | | | | | |
| General and Special Rates, except Lake | | | | | |
| Monthly Customer | \$48.24 | \$50.17 | \$50.17 | \$50.17 | \$50.17 |
| Commodity Rate (per 100 cu ft) | \$3.12 | \$3.24 | \$3.24 | \$3.24 | \$3.24 |
| General Commercial / Industrial - Table B-8 | | | | | |
| Lake Connor Park Monthly Customer Charge | \$90.69 | \$94.32 | \$94.32 | \$94.32 | \$94.32 |
| Lake Connor Park Commodity Rate (per 100 | \$3.67 | \$3.82 | \$3.82 | \$3.82 | \$3.82 |

Note: 2019-2021 Retail Rates were held at authorized 2018 levels due to a 6% Municipal Tax imposed in Lake Stevens and Gold Bar and COVID



Drivers Impacting Water Rates

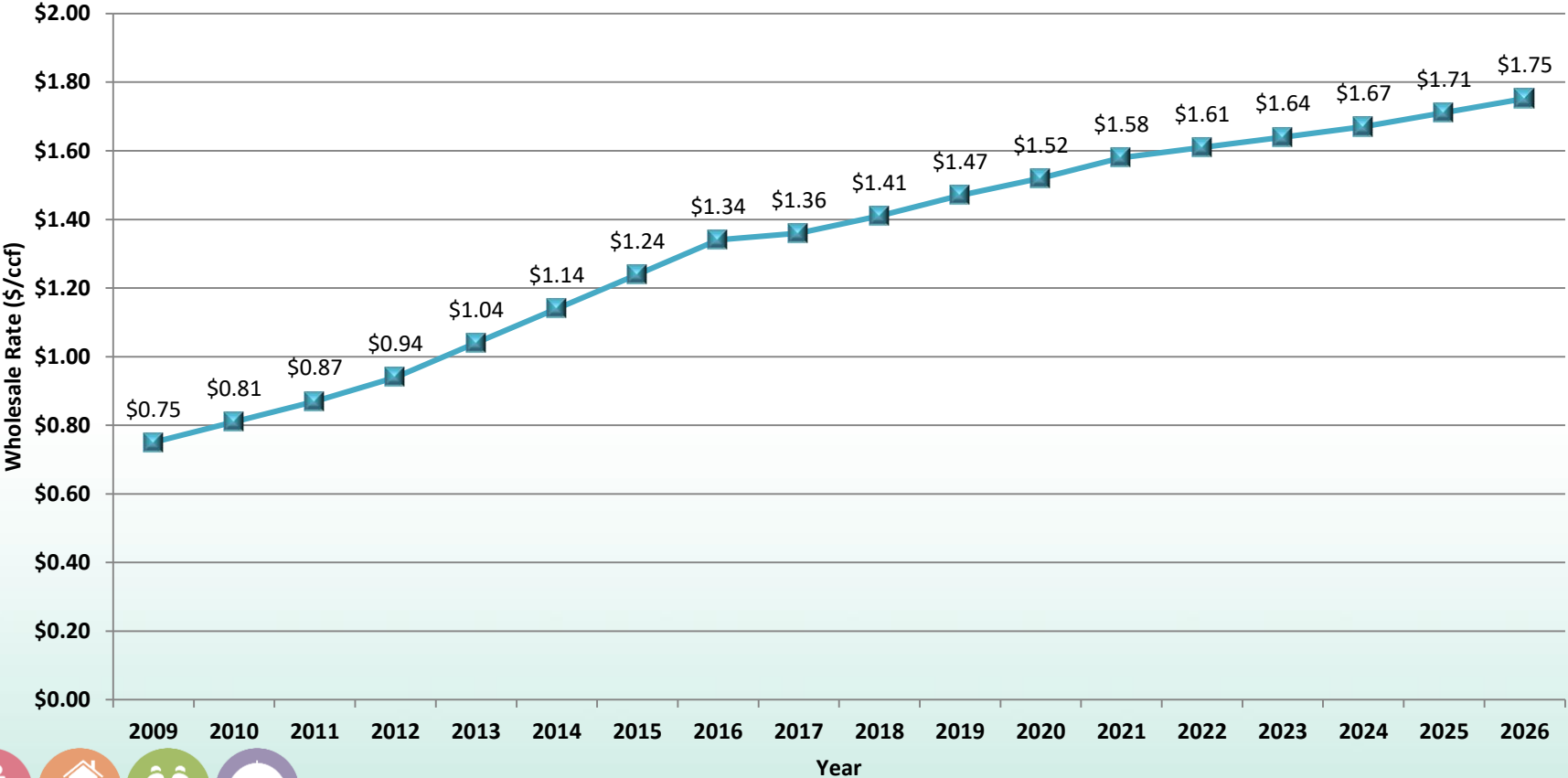


Drivers Impacting Water Retail Rates

- Continued increase in purchased water rates from City of Everett
- Continued emphasis on the main replacement program
- Monthly meter reading
- Maintaining fiscal policy targets
- Continued push to maximize use of our Lake Stevens Treatment Plant to help offset rate increases
- Supply chain issues driving increased costs
- Continued increase in Shared Services costs incurred by Electric



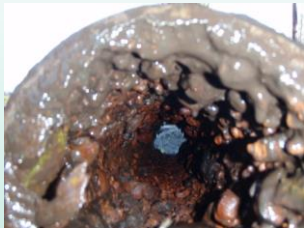
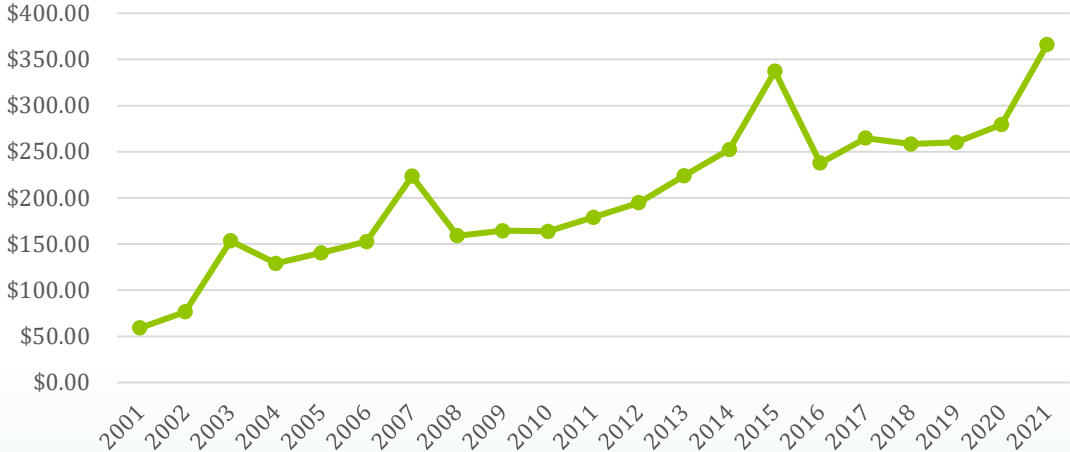
City of Everett Wholesale Rate (\$/ccf)



Aging Water Main Replacement

- Since 2008, we have replaced 18.6 miles of aging water mains at a cost of \$24.4 million
- Budgeted and on track to replace another 3,700 feet of aging water main in 2022 at an estimated cost of \$1.2 million
- Approximately 60% of all aging water mains in our system have been replaced by PUD since 2008
- Approximately 12.4 miles of aging water mains still in need of replacement
- On track to have all aging Asbestos Cement (AC), Steel, and Galvanized Iron water mains replaced by 2028
- Since 2008 we've seen a steady increase in the cost of replacement projects

Cost/ft of 8" DI Main Replacement Projects

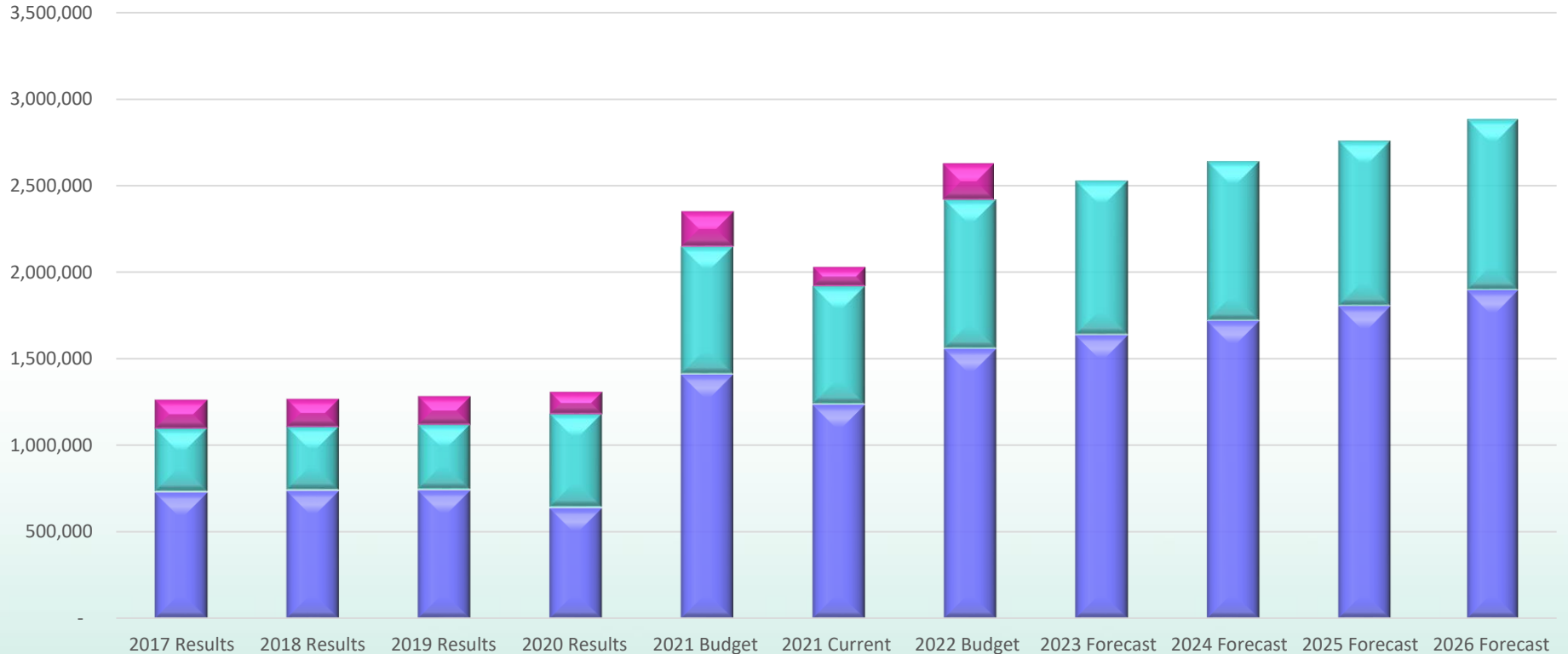


Lake Stevens Well

- LS Well Treatment Plant was completed in September 2012 at a cost of \$1.4M
- Since startup, the wells have produced and treated 2.8 billion gallons for distribution into our system or approximately 17% of our total Lake Stevens system needs
- To date the use of the LS wells has saved the District approximately \$4.98M in purchased water costs
- Water meets all State and Federal water quality standards
- Budgeted in 2022 for a corrosion control optimization capital project of \$456K

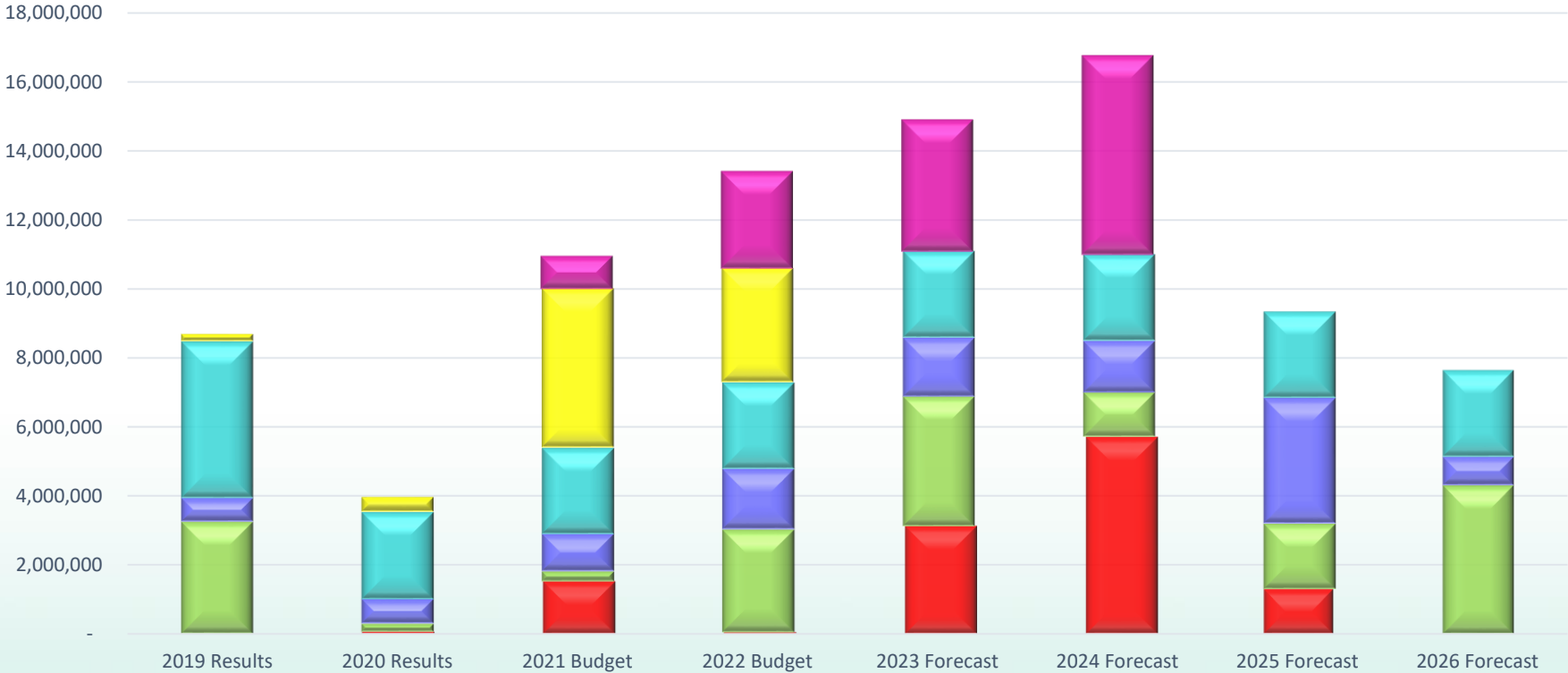


Shared Services Impact



■ Shared Services (All Except IT) ■ IT Shared Services ■ TruCheck

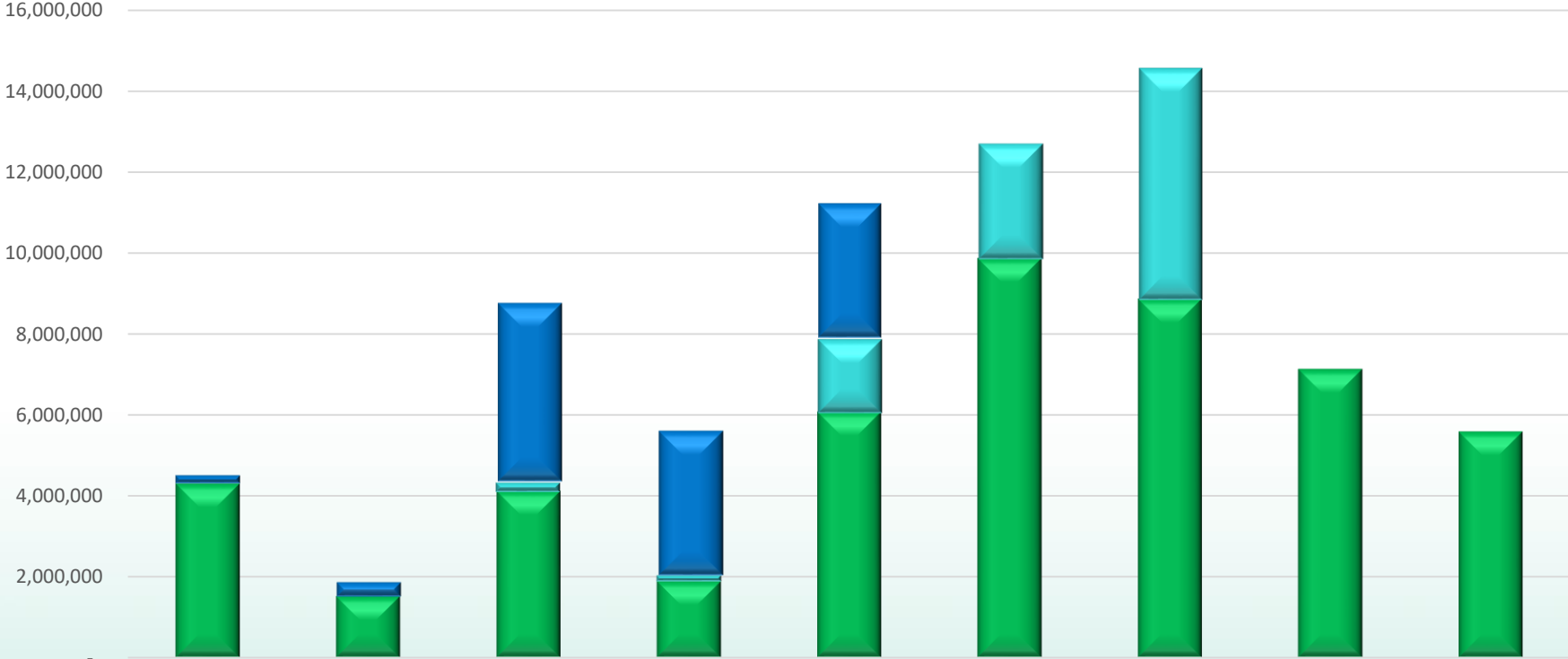
Water System Capital Improvements



■ Reservoirs/Pump Stations
 ■ Water Mains
 ■ General Capital
 ■ Developer Work
 ■ Warm Beach
 ■ AMI / Mtr Box Replcmt



Capital Funding (Excluding Donated Plant)



2019 Results 2020 Results 2021 Budget 2021 Current (Oct 2021) 2022 Budget 2023 Forecast 2024 Forecast 2025 Forecast 2026 Forecast



■ Rate/Bond Funded ■ GFC ■ Warm Beach / DWSRF

Overview of Rate Setting Process

Fiscal Policies – Set the Management Foundation

Step 1:
Revenue Requirement
 (defining overall needs)

Revenue

Debt

Reserves

O&M

Capital

Step 2:
Cost of Service
 (equity evaluation)

Define Customer
 Classes

Allocate Costs

Step 3:
Design Rates
 (collect target revenue)

Fixed Charge

Variable Charge



Revenue Requirement

Revenue Requirement Review

- Determine the amount of annual revenue necessary to fund all financial obligations on a stand alone basis
 - Operating and maintenance expenses
 - Debt service (principal & interest)
 - Capital costs and funding approach
- Meet financial parameters and targets
 - Target debt service coverage ratios
 - Maintain target reserve balances
- Evaluate revenue sufficiency over multi-year period
- Develop rate plan to balance financial needs and minimize customer impacts



Key Assumptions - Operating

- Study period 2022-2026
 - Financial plan evaluated impacts through 2040
- Projected rate revenue based on 2021 budget
 - Validated with customer statistics
- Customer growth
 - 1.51%-1.15%; based on updated system water system plan projections
- 2021 budget used as baseline for expense projections



Key Assumptions – Capital and Debt

- Capital expenditures:

| Year | Capital Expenditures (Escalated) | |
|--------------|-------------------------------------|-------------------|
| 2022 | \$ | 11,538,426 |
| 2023 | | 13,480,406 |
| 2024 | | 15,930,254 |
| 2025 | | 7,845,840 |
| 2026 | | 6,250,695 |
| Total | \$ | 55,045,622 |

- Existing debt
 - 2 revenue bonds, 6 PWTF loans, 2 DWSRF loans
- New debt
 - Revenue Bonds: 20 year term, 4.0% interest, 1.5% issuance



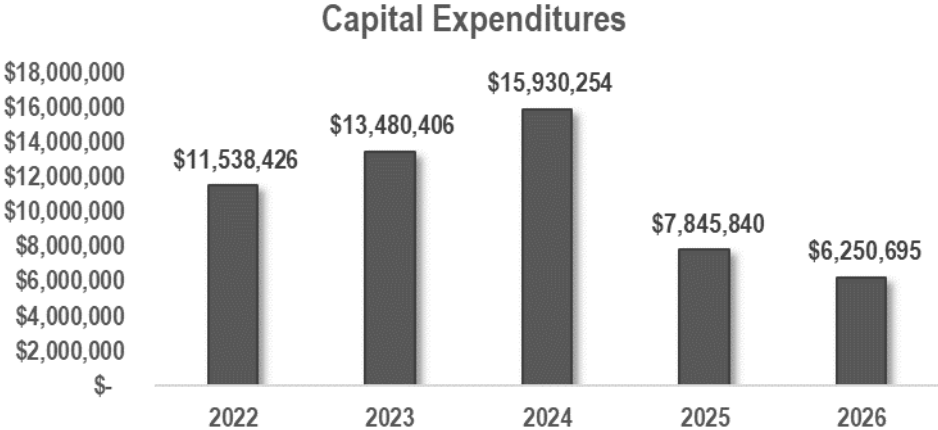
Fiscal Policy Targets

| Policy | Purpose | Target |
|----------------------------------|---|---|
| Water System Revenue Fund | To provide sufficient cash flow to meet daily operating expenses (short-term, annual revenue cycles) | 90 Days O&M |
| Debt Service Coverage | To ensure compliance with existing loan/debt covenants and maintain credit worthiness for future debt issuance. | Target 1.75; Minimum Bond Covenant Requirement 1.25 |



Key Components

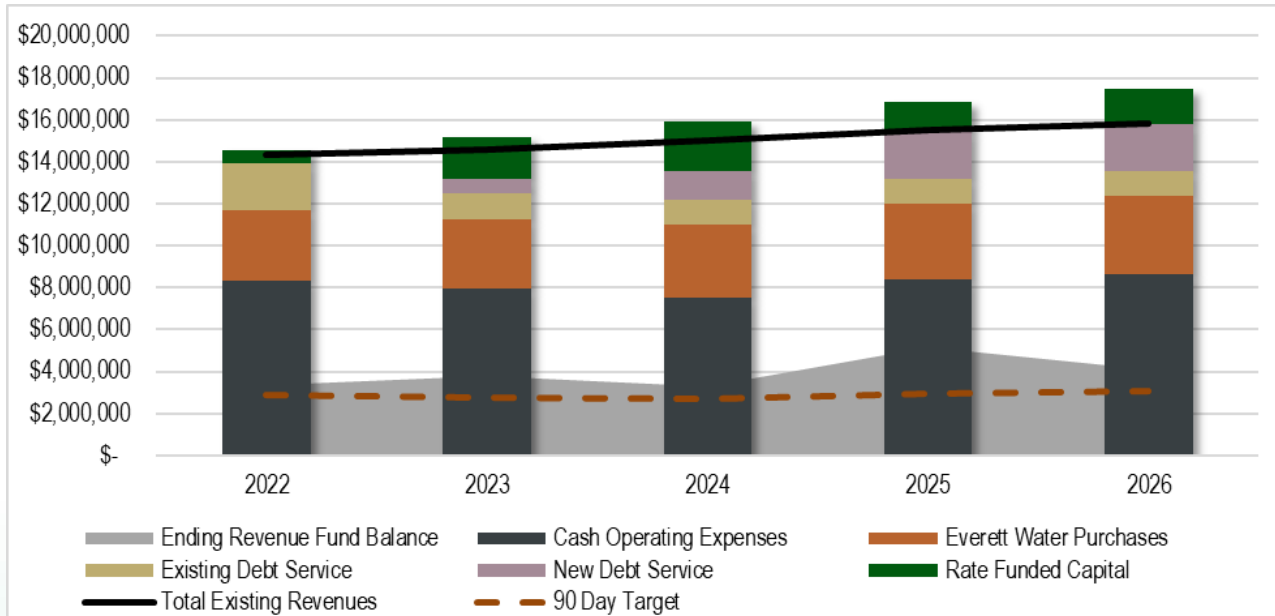
| Description | 2022-2026 |
|------------------------------|-------------------------|
| Existing Rate Revenue | \$12.4 mil - \$13.6 mil |
| O&M Expenses | \$11.7 mil - \$12.4 mil |
| Existing Debt Service | \$2.2 mil - \$1.2 mil |
| New Debt Service | \$0 - \$2.2 mil |
| Total CIP (2022-2026) | \$55,045,622 |



- Total CIP of \$55.0 million funded by cash and revenue bond proceeds
 - Cash: \$24.2 million
 - DWSF Proceeds: \$ 3.6 million
 - Revenue Bonds: \$27.2 million
 - 2023: \$16.5 million
 - 2025: \$10.7 million



Revenue Requirement Summary



| Sample Bill | Existing | 2022 | 2023 | 2024 | 2025 | 2026 |
|---------------------------------|----------|--------------|--------------|--------------|--------------|--------------|
| Proposed Increases | | 2.25% | 2.50% | 2.50% | 2.50% | 2.50% |
| Sample Residential Monthly Bill | \$ 47.62 | \$ 48.69 | \$ 49.91 | \$ 51.16 | \$ 52.44 | \$ 53.75 |
| \$ Difference | | \$ 1.07 | \$ 1.22 | \$ 1.25 | \$ 1.28 | \$ 1.31 |

Note: Assumes 5/8" meter and 7 ccf monthly



Cost of Service

Cost of Service Objectives

- An equitable distribution of cost shares that considers utility specific data:
 - Measures of usage and demand
 - Planning, engineering and design criteria
 - Facility requirements
- Total cost by class (equity)
- Unit costs (\$/usage; \$/customer)
- Fundamental question: Do cost differences exist to serve different customer classes of service?



Cost of Service Process

- Step 1: Allocate total utility costs to cost pools

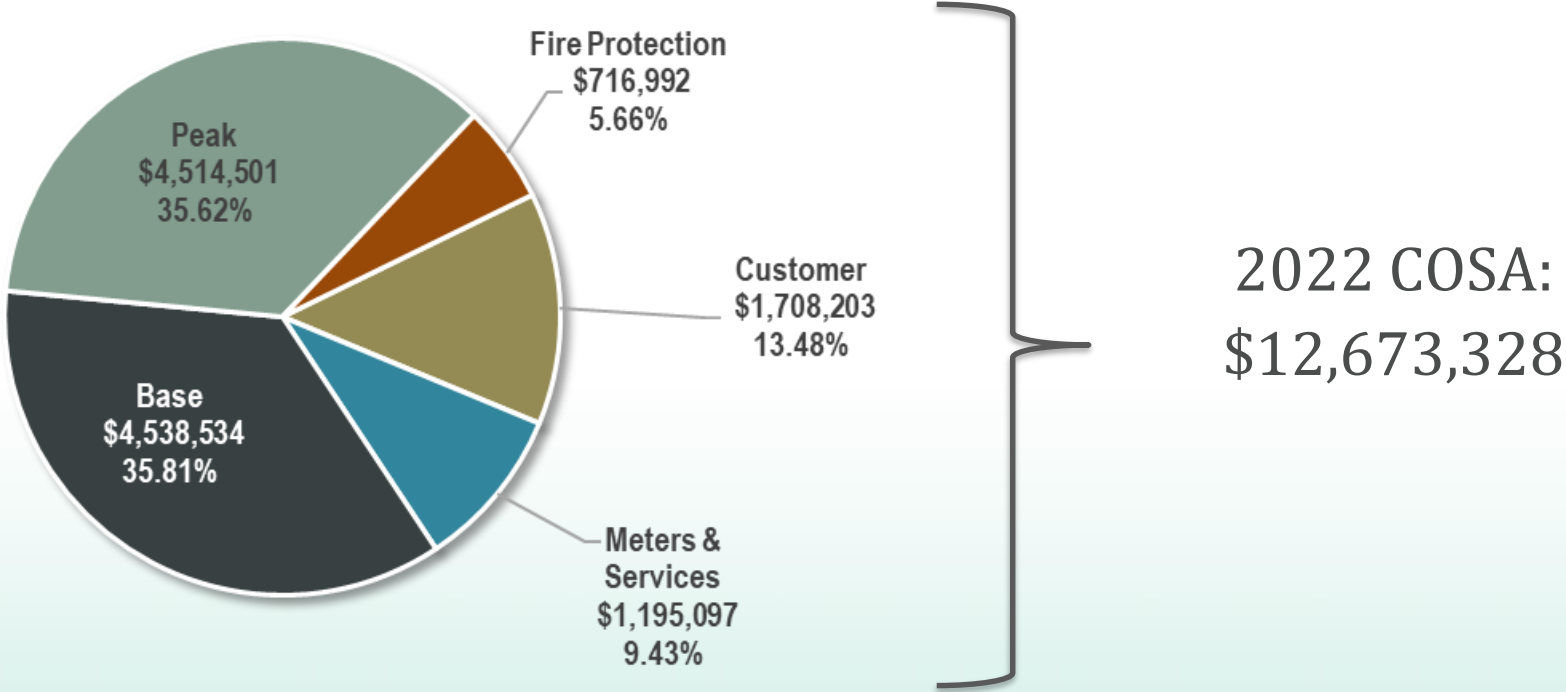
Water Utility Functions

- Customer
- Meters & Services
- Base Demand (Average Use)
- Peak Demand (Peak Use)
- Fire Protection

- Step 2: Develop allocation factors using class specific information
- Step 3: Allocate costs to customer classes



Classification to Cost Pools



Cost of Service Results

| Class | Existing 2022 | | COSA 2022 | | Difference | | |
|---------------|---------------|-------------------|-----------|-------------------|------------|----------------|--------------|
| | Revenue | | Revenue | | \$ | % | |
| Single Family | \$ | 11,275,437 | \$ | 11,437,384 | \$ | 161,947 | 1.44% |
| Multi-Family | | 319,714 | | 352,841 | | 33,127 | 10.36% |
| Commercial | | 799,301 | | 883,103 | | 83,802 | 10.48% |
| Total | \$ | 12,394,453 | \$ | 12,673,328 | \$ | 278,875 | 2.25% |

- +/- 5% of average is within Cost of Service
- Trends are consistent with 2017 study
- Continued adjustments are warranted for MF and Commercial classes



Cost of Service Phase-in

- Phasing in rate increases to bring multi-family and commercial classes closer to their cost-of-service revenue targets

| Class | COSA Phase-In | | | Across the Board | |
|------------------------------|---------------|--------------|--------------|------------------|--------------|
| | 2022 | 2023 | 2024 | 2025 | 2026 |
| Single Family | 2.08% | 2.35% | 2.35% | 2.50% | 2.50% |
| Multi-Family | 4.00% | 4.00% | 4.00% | 2.50% | 2.50% |
| Commercial | 4.00% | 4.00% | 4.00% | 2.50% | 2.50% |
| Overall Rate Increase | 2.25% | 2.50% | 2.50% | 2.50% | 2.50% |



A background image showing a business meeting with a person holding a pen and pointing at a laptop screen. The screen displays a bar chart and a world map. The image is overlaid with a network of glowing nodes and lines, suggesting a digital or data-driven environment. A dark blue arrow-shaped banner is positioned across the middle of the image, containing the text 'Rate Design'.

Rate Design

Rate Design

- Development of fixed and variable charges assessed to customers



Aligns fixed and variable costs with fixed and variable revenue sources



Generates sufficient revenue to meet utility requirements



Meet goals and objectives of the utility (e.g., conservation)



Evaluate monthly rate impact for different levels of water use



Rate Design Considerations

- Incorporate cost of service phase-in by class
- No rate structure changes
 - Adjustments applied equally to fixed and variable charges
 - Five-year cost of service phase-in
- Conservation based rates to be revisited at a future date



Cost of Service Phase-In – Across the Board

| Description | Existing Rates | Proposed Rates | | | | |
|----------------------------------|----------------|----------------|-----------|-----------|-----------|-----------|
| | | 2022 | 2023 | 2024 | 2025 | 2026 |
| Single Family Residential | | | | | | |
| Monthly Customer Charge | \$ 22.98 | \$ 23.46 | \$ 24.01 | \$ 24.57 | \$ 25.18 | \$ 25.81 |
| Commodity Rate (per 100 cu ft) | \$ 3.52 | \$ 3.59 | \$ 3.67 | \$ 3.76 | \$ 3.85 | \$ 3.95 |
| Multi Family Residential | | | | | | |
| Monthly Customer Charge | \$ 23.09 | \$ 24.01 | \$ 24.97 | \$ 25.97 | \$ 26.62 | \$ 27.29 |
| Commodity Rate (per 100 cu ft) | \$ 3.34 | \$ 3.47 | \$ 3.61 | \$ 3.75 | \$ 3.84 | \$ 3.94 |
| Commercial / Industrial | | | | | | |
| Monthly Customer Charge | \$ 50.17 | \$ 52.18 | \$ 54.27 | \$ 56.44 | \$ 57.85 | \$ 59.30 |
| Commodity Rate (per 100 cu ft) | \$ 3.24 | \$ 3.37 | \$ 3.50 | \$ 3.64 | \$ 3.73 | \$ 3.82 |
| Lake Connor Park | | | | | | |
| Monthly Customer Charge | \$ 94.32 | \$ 98.09 | \$ 102.01 | \$ 106.09 | \$ 108.74 | \$ 111.46 |
| Commodity Rate (per 100 cu ft) | \$ 3.82 | \$ 3.97 | \$ 4.13 | \$ 4.30 | \$ 4.41 | \$ 4.52 |



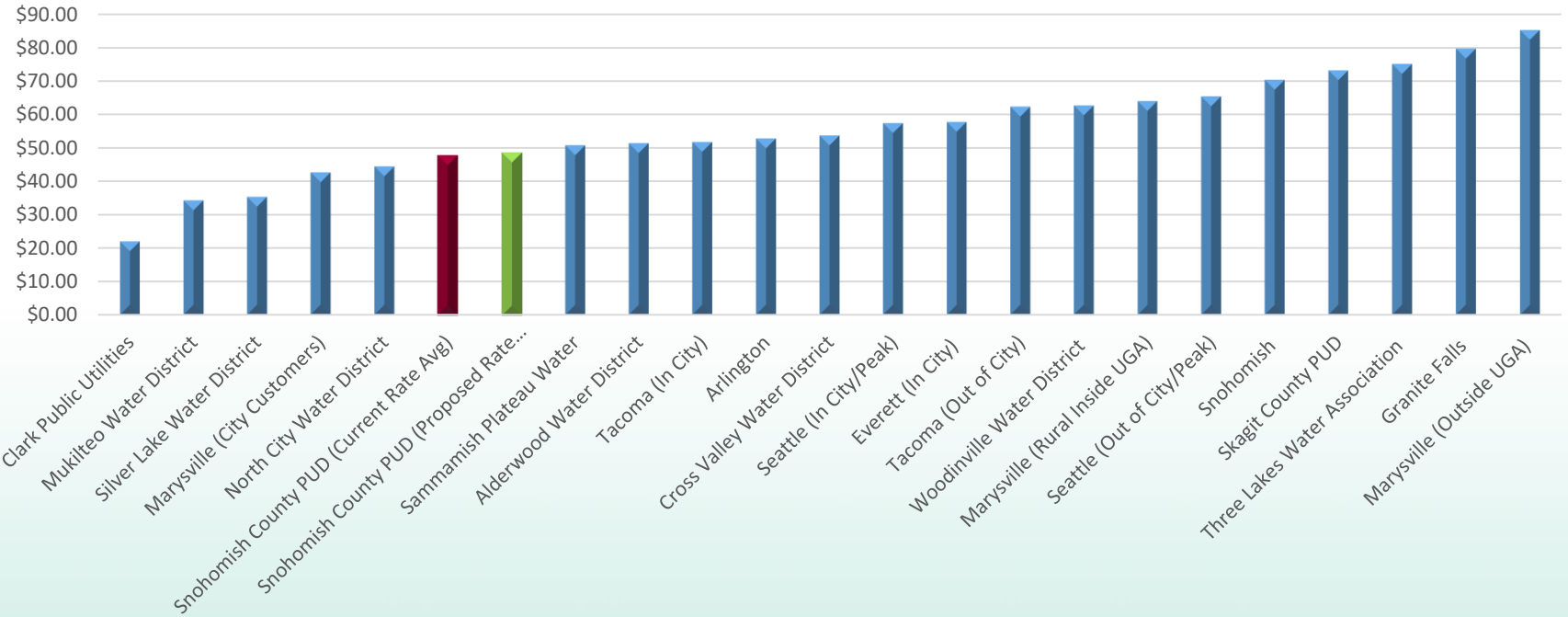
Sample Rate Impact

| Rate Impacts | Existing Rates | | Proposed Rates | | | | |
|-----------------------|----------------|--------|----------------|-----------|-----------|-----------|-----------|
| | | | 2022 | 2023 | 2024 | 2025 | 2026 |
| Single Family | | | | | | | |
| Average User- 7 ccf | \$ | 47.62 | \$ 48.59 | \$ 49.70 | \$ 50.89 | \$ 52.13 | \$ 53.46 |
| <i>Dif</i> | | | \$ 0.97 | \$ 1.11 | \$ 1.19 | \$ 1.24 | \$ 1.33 |
| Multi Family | | | | | | | |
| Low User - 10 ccf | \$ | 56.49 | \$ 58.71 | \$ 61.07 | \$ 63.47 | \$ 65.02 | \$ 66.69 |
| <i>Dif</i> | | | \$ 2.22 | \$ 2.36 | \$ 2.40 | \$ 1.55 | \$ 1.67 |
| Average User - 20 ccf | \$ | 89.89 | \$ 93.41 | \$ 97.17 | \$ 100.97 | \$ 103.42 | \$ 106.09 |
| <i>Dif</i> | | | \$ 3.52 | \$ 3.76 | \$ 3.80 | \$ 2.45 | \$ 2.67 |
| High User - 40 ccf | \$ | 156.69 | \$ 162.81 | \$ 169.37 | \$ 175.97 | \$ 180.22 | \$ 184.89 |
| <i>Dif</i> | | | \$ 6.12 | \$ 6.56 | \$ 6.60 | \$ 4.25 | \$ 4.67 |
| Commercial | | | | | | | |
| Low User - 15 ccf | \$ | 98.77 | \$ 102.73 | \$ 106.77 | \$ 111.04 | \$ 113.80 | \$ 116.60 |
| <i>Dif</i> | | | \$ 3.96 | \$ 4.04 | \$ 4.27 | \$ 2.76 | \$ 2.80 |
| Average User - 30 ccf | \$ | 147.37 | \$ 153.28 | \$ 159.27 | \$ 165.64 | \$ 169.75 | \$ 173.90 |
| <i>Dif</i> | | | \$ 5.91 | \$ 5.99 | \$ 6.37 | \$ 4.11 | \$ 4.15 |
| High User - 60 ccf | \$ | 244.57 | \$ 254.38 | \$ 264.27 | \$ 274.84 | \$ 281.65 | \$ 288.50 |
| <i>Dif</i> | <i>Dif</i> | | \$ 9.81 | \$ 9.89 | \$ 10.57 | \$ 6.81 | \$ 6.85 |



Rate Comparison

2021 Average Monthly Bill based on 700 cf/month



February 2022 Water Retail Rate Proposal

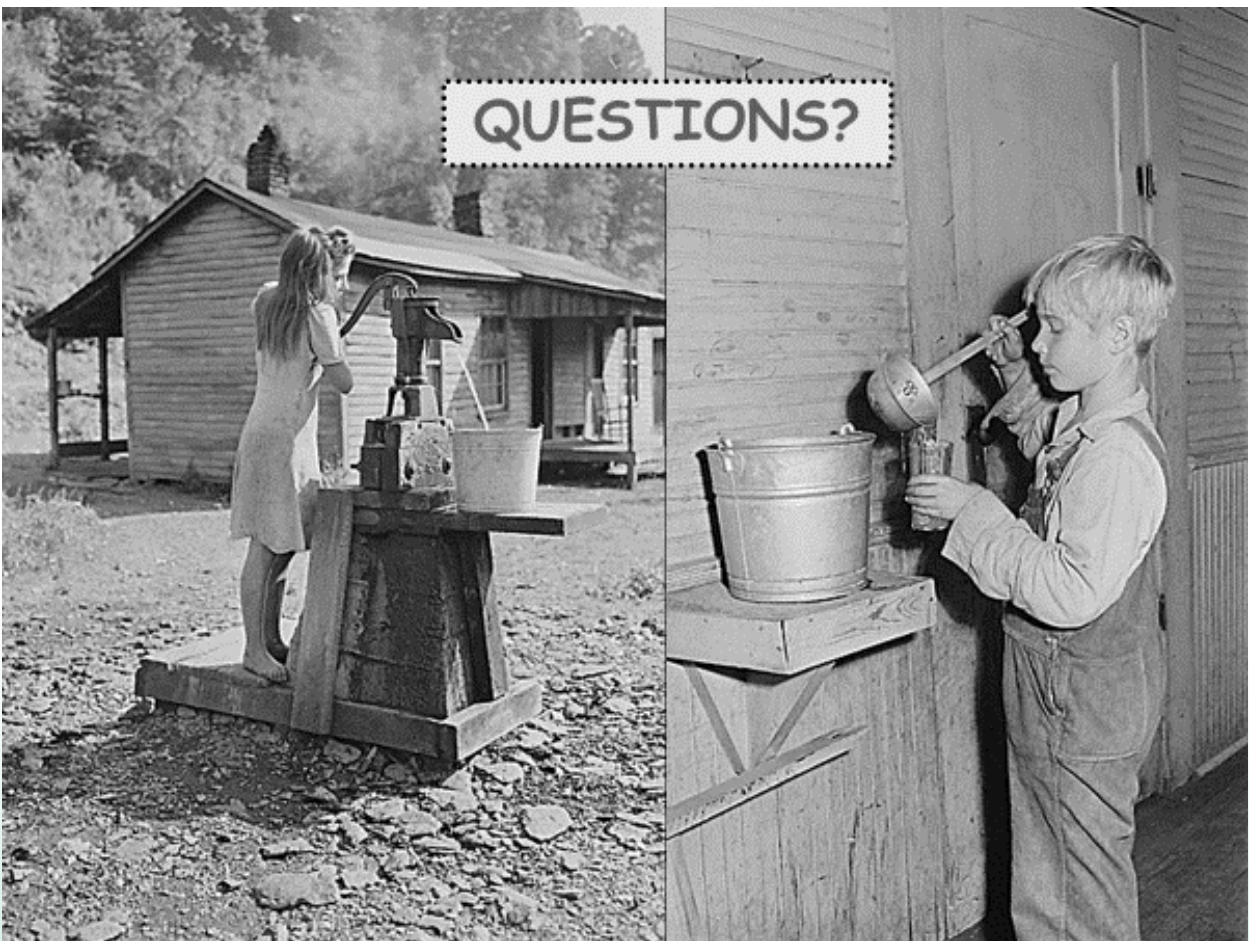
- Recommend an overall rate increase of 2.25%
- Re-visit connection charges and wholesale rates in 2022
- Re-visit conservation rates at a future date



Next Steps

- December 21, 2021 – Public Hearing on the 2022-2024 Water Utility Retail Rate Proposal
- January 4, 2022 – Commission Resolution Authorizing 2022-2024 Water Utility Retail Rate





Cedar Springs Camp Water Service Agreement

December 7, 2021

Brant Wood, AGM Water



Presentation Agenda

- Overview of the Cedar Springs Camp and Conference Center
- Vicinity Map
- Summary of Fire Service / Emergency Use Water Agreement
- Next Steps

Cedar Springs Camp and Conference Center

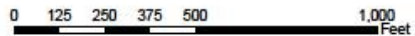
- The Cedar Springs Camp and Conference Center (“Cedar Springs”) is located NW of Lake Stevens and in the District’s Lake Steven’s Integrated Water Service area
- Property fronts an existing 12” water main on SR92 with sufficient capacity to serve Cedar Springs
- Cedar Springs desired to retain its existing water system, but did not have sufficient fire flows to serve future expansion goals



Snohomish County PUD
Water Resources



Cedar Springs Camp and Conference Center



Note: This map is provided as a courtesy only.
The Snohomish County PUD in no way guarantees the accuracy or completeness of the digital data portrayed on this map.
Furthermore, the Snohomish County PUD assumes no liability for any errors or omissions in the digital data.

Summary of Fire Service / Emergency Use Water Agreement

- Cedar Springs entered into a Developer Extension Agreement with the District and paid all costs associated with the installation of an 8” Fire Service meter and a 2” meter for emergency domestic use
- Agreement supplies water for the Cedar Spring’s private fire line and allows for up to two (2) scheduled days for fire system maintenance flushing per year
- Agreement provides Cedar Springs with emergency water for domestic use up to two (2) times per year for no more than five (5) days per occurrence

Summary of Fire Service / Emergency Use Water Agreement (cont.)

- Based on the limited use requested by Cedar Springs, the District's General Facilities Charge was not collected at this time
- Cedar Springs shall be charged at the District's current Commercial/Industrial Water Rates for both fire system maintenance flushing and emergency domestic use, including the applicable monthly customer charge for each meter
- The District's responsibility ends at the master meters and Cedar Springs shall be responsible for the ongoing maintenance of their private fire service and emergency domestic water service lines

Summary of Fire Service / Emergency Use Water Agreement (cont.)

- Any desired use of either the Fire Service or Emergency Domestic master meters in excess of the limitations agreed upon would be outside the scope of this agreement and require an amendment and potential payment of additional fees including, but not limited to, payment of the appropriate GFC consistent with District policy
- The agreement shall be effective through December 31, 2030 unless terminated by mutual agreement or upon one (1) year written notice by either party

Next Steps

- December 21, 2021 – Approval of a Resolution Authorizing CEO/GM or Designee to Execute the Fire Service / Emergency Use Water Agreement Between PUD No. 1 of Snohomish County and the Cedar Springs Camp and Conference Center

QUESTIONS?





BUSINESS OF THE COMMISSION

Meeting Date: December 7, 2021

Agenda Item: 3A

TITLE

Employee of the Month for December – Taylor Ostrander

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:

Taylor began his career with the District on May 29, 2013, as Manager - Customer Service, in the Customer Service Support – Quality Department. In May of 2018, he was transferred to the Customer Experience Department and promoted to Manager - Customer Service (1).

On August 16, 2018, he transferred to a new position as the Process Improvement Program Manager in the Business Readiness department, which is the position he continues to hold today.

Taylor was also recognized as a member of the Team of the Month for November 2020 - Incident Management Team (IMT).

Taylor will be presented by his manager Lisa Hunnewell, Senior Manager Business Readiness and Training.

List Attachments:
Employee Profile

Please join us in congratulating the December 2021 Employee of the Month, Taylor Ostrander, Process Improvement Program Manager.

You might know Taylor for his love of comic book hero Groot, or his vast collection of Brooks running shoes, but more than likely you know Taylor for his incredible work ethic, contagiously positive attitude, and his ability to bring people together to solve complex problems. Though Taylor is being specifically recognized for his above and beyond contributions to launching and troubleshooting the District's COVID-19 check-in stations, the list of projects where his leadership, facilitation, and caring demeanor have benefited the District and our customers is epic.

"Taylor only knows 120%," said Lisa Hunnewell, Senior Manager Business Readiness and Training. "Every day he comes to work he is all in! Whenever he isn't totally busy, he asks for more work. He helps out all of his team members in BR&T and in Corporate Communications whenever and however he can. He is the master facilitator - you need something to get done, he knows who to talk to and how to make it happen."

Taylor began his career with the District on May 29, 2013, as Manager - Customer Service, in the Customer Service Support – Quality Department. In May of 2018, he was transferred to the Customer Experience Department and promoted to Manager Customer Service 1, a month later.

On August 16, 2018, he transferred to a new position as the Process Improvement Program Manager in the Business Readiness department. Taylor has vast knowledge of Deming's PDCA principles, Six Sigma, and the importance of program sponsorship, making him a huge asset to the District. Taylor is currently leading the Organizational Change Management of the Connect Up Project in addition to his other duties.

"We got so lucky when Taylor joined our team," said Julee Cunningham, Director of Communications and Business Readiness and Training. "He immediately added experience, smarts, enthusiasm, a willingness to learn and lots of ideas and smiles. My kind of team member!"

When the pandemic hit, the District knew it had to quickly implement safety measures to help prevent the transmission of COVID-19 in District facilities. Taylor worked with HR, Facilities, the Warehouse, and the Incident Management Team to coordinate all the items required: thermometers, sanitizer, clip boards, pens, wrist bands, and ultimately a new app. Within a matter of days, the group was able to stand up the check-in stations. Additionally, as they received feedback, they adjusted to improve the safety of the stations and even added an additional station at Ops. When they had a few false positives on the new screening app, Taylor worked with Jeremy Babcock to change from yes/no to happy/frowny faces which eliminated the incorrect answer.

"This endeavor was massive and thanks to the collaboration and hard work from the team we were able to implement a process that allowed our essential employees to continue to work on-site safely, while ensuring we were able to meet the strict contact tracing requirements," said Taylor.

The work that was done to set up the COVID-19 screening stations reflected Taylor's ever-present dedication to helping others. Taylor has been a huge part of change at the District including the new employee orientation program, Equipment Access, Cash Advance automation, and more.

“When he leads continual improvement teams, he goes the extra mile to make sure everyone feels included,” said Lisa. “When he senses that someone is concerned about how things are going, he takes the time to speak with them 1:1 to talk things through.”

“Taylor is one of my favorite co-workers because of his intelligent insight, generous and caring heart, kind spirit, big and warm smile and positive attitude,” said Diana Kwong, Senior Graphic Designer. “He works hard to get the job done, making sure that details are covered, and team members have a chance to contribute. If I’m having a stressful day, one chat with Taylor makes my day brighter.”

When not caring for his colleagues or supporting the Strategic Priorities at the District, Taylor is focused on spending time with his family, usually inside of an ice arena.

“I wouldn't have it any other way as I love playing, coaching and watching my son play hockey,” said Taylor. “Our favorite vacation destination is Disneyland, which in a non-COVID world we would've already been there by now. We love to travel, spend time with family/friends and attend sporting events (Seahawks, Silvertips, Kraken) when we aren't participating in our own.”

His love of hockey and family is well known by his adoring coworkers.

“Taylor's all about hockey and it shows: he's a tip-top team player,” said Wendy Parris, Senior Graphic Designer. “You can always count on T as a great partner for any project. He is organized and kind but if something could be better, you can count on him to speak up. I like that he occasionally treats me to a surprise order of mexi-fries, but what I genuinely appreciate about him is his devotion to family. He is one proud papa!”

Taylor brings the same energy and enthusiasm to all the families he cares for, whether on the ice, in a virtual meeting room, or at home.

“Taylor has a knack for brightening people’s day through his openness, energy, and enthusiasm,” said Jen Mullen, Curriculum Design & Development Specialist. “He can take the most routine meeting and inject some fun into it just by being there with his big smile”.

“I’m always happy to see Taylor pop up on my Teams,” said Aaron Swaney, Media and PR Liaison. “His smiling face, encouraging words and sense of humor can lighten up some of the challenging times we’re all working through right now.”

“Taylor is a vivacious, helpful and downright FUN person to have around in any situation,” said Laura Zorick, Communication and Marketing Representative. “You know there will always be a few laughs and wonderful discussion! Taylor will help with anything you need and always with a smile. I count myself very lucky to be able to call upon his expertise!”

As you might expect a person dedicated to family and helping others to do, Taylor wanted to make sure that he expressed his appreciation for his team and this employee of the month recognition.

“I’m flattered, honored and forever thankful for this acknowledgment,” said Taylor. “If it wasn't for my team at work, I don't believe I would've had as much success as I have over the past few

years. They are amazingly supportive, selfless, dedicated team that shows up every day. I am grateful for each of them and do my best to not take this for granted.”

COMMENTS FROM THE PUBLIC



BUSINESS OF THE COMMISSION

Meeting Date: December 7, 2021

Agenda Item: 5A

TITLE

Approval of the Minutes for the Regular Meeting of November 16, 2021

SUBMITTED FOR: Consent Agenda

Commission Allison Morrison 8037
Department *Contact* *Extension*

Date of Previous Briefing: _____
Estimated Expenditure: _____ Presentation Planned

ACTION REQUIRED:

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

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

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

List Attachments:
Preliminary Minutes

**PRELIMINARY
SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT**

Regular Meeting

November 16, 2021

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

*** Items Taken Out of Order**

****Non-Agenda Items**

**Commissioner Logan read the following statement:

In accordance with the governor's Proclamation 20-28.15, we are holding meetings remotely.

**A moment of silence was observed in honor of District employee Tami King.

1. CEO/GENERAL MANAGER BRIEFING AND STUDY SESSION

A. Updates

1. Community Engagement. Communications and Marketing Representative Laura Zorick reported on the District's recent Community Engagement activities.
2. Legislative. State Government & External Affairs Associate Clark McIsaac responded to questions on the replacement for Senator Steve Hobbs.
3. Other. Senior Customer & Energy Services Program Manager Kevin Watier briefed the Board on a Weatherization of Low-Income Residences resolution that would be on the afternoon agenda for approval.

B. Connect Up Program Commission Quarterly Update

Program Manager Kevin Lavering, Program Business Architect Tim Epp and HR Project Coordinator Monica Doppel provided a quarterly Update on the Connect Up Program.

The next steps included finalizing the Meter Deployment Plan, beginning the Base Station Installations, and completing the System Integration Design review. The next Commission quarterly update would be in March of 2022.

EXECUTIVE SESSION

The meeting recessed at 10:28 a.m. and reconvened at 10:38 a.m. into Executive Session to discuss current or potential litigation, under the terms set forth in the Open Public Meetings Act. It was anticipated the Executive Session would last approximately 30 minutes. Those in attendance were Commissioners Sidney Logan, Rebecca Wolfe, and Tanya Olson; CEO/General Manager John Haarlow; General Counsel Anne Spangler; Commission and Executive Services Director Melissa Collins; and other District staff. The Regular Meeting recessed immediately upon conclusion of the Executive Session at 11:10 a.m.

RECONVENE REGULAR MEETING

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

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

**Commissioner Logan read the following statement:

In accordance with the governor's Proclamation 20-28.15, we are holding meetings remotely.

Changes to the agenda were made as follows: Item 4B add "At Places" Amended Bid Report Coversheet, Amended Bid Report and Declaration of Emergency; add Items 6C and 6D Settlement of a Claim under Items for Individual Consideration.

2. COMMENTS FROM THE PUBLIC

There were no comments from the public.

3. CONSENT AGENDA

A. Approval of Minutes for the Regular Meeting of November 2, 2021

B. Bid Awards, Professional Services Contracts and Amendments

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

None

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

Request for Quotation No. 21-1208-TC with CenturyLink Communications, LLC dba

Lumen Technologies Group

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

None

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

Request for Proposal No. 21-1159-HL with Critical Insight, Inc., dba CI Security

Miscellaneous Purchase Order No. 4500072995 with City of Seattle

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. CW2227464 with Havensight Consulting Group, LLC

Professional Services Contract No. CW2238690 with Hitachi Energy

Professional Services Contract No. CW2239784 with Rolluda Architects

Contract Acceptance Recommendations:

None

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

A motion unanimously passed approving Agenda Items 3A – Approval of the Minutes for the Regular Meeting of November 2, 2021; 3B – Bid Awards, Professional Services Contracts and Amendments, as amended; and 3C – Certification/Ratification and Approval of District Checks and Vouchers.

4. PUBLIC HEARING

A. Continue Public Hearing on the 2022 Proposed Budget

President Logan opened the public hearing.

Chief Financial Officer Scott Jones and Financial Planning Manager Sarah Bond provided a presentation continuing the discussion of the 2022 proposed Electric, Generation, and Water System budgets.

December 7, 2021

Adoption of the 2022 Budget

A motion unanimously passed continuing the public hearing on the 2022 Proposed Budget to Tuesday, December 7, 2021, at 1:30 p.m., at 2320 California Street in Everett or at a publicly noticed video conference, if appropriate.

B. Public Hearing on the 2021 IRP, 2021 CEIP, and 2022-2023 Biennial Conservation Targets

President Logan opened the public hearing.

Senior Manager Power Supply Garrison Marr and team presented the highlights of the 2021 IRP, 2021 CEIP, and the 2022-2023 Biennial Conservation Targets.

The next step would be consideration of adoption of the IRP, CEIP and Biennial Conservation Targets at the December 7, 2021, Commission meeting.

A motion unanimously passed continuing the public hearing on the 2021 IRP, 2021 CEIP, and 2022-2023 Biennial Conservation Targets to Tuesday, December 7, 2021, at 1:30 p.m., at 2320 California Street in Everett or at a publicly noticed video conference, if appropriate.

5. PUBLIC HEARING AND ACTION

A. Disposal of Surplus Property – 4th Quarter 2021 Supplement

President Logan opened the public hearing. There being no questions for comments from the public, the public hearing was closed.

Based on staff's recommendation that the items were no longer necessary or useful to the District, a motion unanimously passed approving those items listed on Exhibit A of the Surplus Property Recommendation Report Supplement be declared surplus and be sold for high bid or disposed of according to policy in the 4th Quarter of 2021.

6. ITEMS FOR INDIVIDUAL CONSIDERATION

A. Consideration of a Resolution Adopting a Plan or System of Additions to and Extensions of the District's Water Utility; Declaring the Intention of the Board of Commissioners to Form Water Local Utility District No. 64 to Carry Out that Plan; and Fixing the Date, Time and Place for a Public Hearing on Formation of the Proposed Local Utility District and Confirmation of the Assessment Roll

A motion unanimously passed approving Resolution No. 6035 adopting a plan or system of additions to and extensions of the District's Water Utility; declaring the intention of the Board of Commissioners to form Water Local Utility District No. 64 to carry out that plan; and fixing the date, time and place for a Public Hearing on formation of the proposed Local Utility District and confirmation of the assessment roll.

- B. Consideration of a Resolution Authorizing the CEO/General Manager of Public Utility District No. 1 of Snohomish County to Execute Amendment No. 2 to an Interlocal Agreement with Snohomish County Regarding Weatherization of Low-Income Residences

A motion unanimously passed approving Resolution No. 6036 authorizing the CEO/General Manager of Public Utility District No. 1 of Snohomish County to execute Amendment No. 2 to an Interlocal Agreement with Snohomish County regarding weatherization of Low-Income Residences.

- **C. Settlement of a Claim

A motion unanimously passed to approve the proposed settlement of the damage claim of the City of Everett in accordance with the terms and conditions set forth in the confidential memorandum from Assistant General Counsel for the District to the CEO/General Manager, dated November 4, 2021.

- **D. Settlement of a Claim

A motion unanimously passed to approve final settlement in the matter of Wall vs. Public Utility District No. 1 of Snohomish County, on the terms and conditions set forth in the confidential memorandum from the Assistant General Counsel to the CEO/General Manager, dated November 12, 2021.

7. CEO/GENERAL MANAGER REPORT

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

8. COMMISSION BUSINESS

- A. Commission Reports

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

- B. Commissioner Event Calendar

There were no changes to the Commissioner Event Calendar.

- C. Snohomish County PUD Board – Owner Linkage Plan

Commission & Executive Services Director Melissa Collins provided a presentation on the Board Owner Linkage Plan that included the background, key areas, activities and Commissioner presence in the current plan, and recent Board interview results. After a brief discussion, the Board agreed that the next step would be an in-person workshop at a future date.

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 November 16, 2021, adjourned at 3:26 p.m. An audio file of the meeting is on file in the Commission Office and available for review.

Approved this 7th day of December 2021.

Secretary

President

Vice President



BUSINESS OF THE COMMISSION

Meeting Date: December 7, 2021

Agenda Item: 5B

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 Over \$25,000; 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 Over \$25,000;
None

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

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

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

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

Sole Source Purchase Recommendations (Page 1);
Order Agreement No. 4600003237 with McWane, Inc.

Emergency Declarations, Purchases and Public Works Contracts (Page 2);
Addendum to November 15, 2021 Major Emergency for a Weather Event

Purchases Involving Special Facilities or Market Condition Recommendations;
None

Formal Bid and Contract Amendments (Pages 3 - 5);
Professional Services Contract No. CW2233244 with Spinal Health Consultants, Inc.
Professional Services Contract No. CW2240261 with Jackaren Consulting
Professional Services Contract No. CW2242243 with Willdan Energy Solutions

Contract Acceptance Recommendations;
None

List Attachments:
December 7, 2021 Report

**Sole Source Purchase Recommendation(s) \$120,000 And Over
December 7, 2021**

Order Agreement No. 4600003237

Annual Sole Source Recommendation for
Ductile Iron Poles

| | | |
|-----------------------------|----------------|-----------|
| Project Leader & Phone No.: | Tania Cornwell | Ext. 5667 |
| Estimate: | \$1,000,000.00 | |

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

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

On September 7, 2021 Contracts and Purchasing requested approval for Sole Source purchases of DI poles for one year with an estimated total of \$500,000.00. Due to increased ordering to ensure deliveries based on pandemic related longer lead times and demand for poles to support AMI staff is requesting that this amount be increased to \$1,000,000.00. This authorization will maintain the original twelve-month term and staff will continue to monitor market conditions to ensure that the above stated sole source conditions remain during this period.

| | <u>Vendor</u> | <u>Estimated Subtotal (w/o tax)</u> |
|------------------|--------------------|-------------------------------------|
| Award To: | McWane Inc. | \$1,000,000.00 |

Summary Statement: Staff recommends award to McWane Inc., the sole provider of ductile iron poles in the estimated annual amount of \$1,000,000.00, plus tax.

Emergency Declaration, Purchases, and Public Works Contracts December 7, 2021

Addendum to the November 15, 2021 Declaration of Major Emergency for a Weather Event
Guy Payne, Assistant General Manager, Distribution & Engineering Services

The following is a list of all the companies that were awarded contracts to assist Snohomish County PUD No. 1 in its emergency restoration work for the weather event that began on November 15, 2021:

1. Asplundh Tree Expert, LLC
2. Kemp West, Inc.
3. Davey Tree Surgery Company

It is possible that the contracts listed above may exceed \$50,000.00.

**Formal Bid and Contract Amendment(s)
December 7, 2021**

PSC No. CW2233244
Spinal Health Training

| | | |
|---------------------------------|--------------------------------|-----------|
| Contractor/Consultant/Supplier: | Spinal Health Consultants Inc. | |
| Project Leader & Phone No.: | Stephanie Strom | Ext. 5303 |
| Amendment No.: | 6 | |
| Amendment: | \$168,000.00 | |

| | | | |
|---------------------------|--------------|---------------------|-------------------|
| Original Contract Amount: | \$70,000.00 | Original Start/End: | 3/8/18 – 12/31/18 |
| Present Contract Amount: | \$442,000.00 | Present Start/End: | 3/8/18 – 12/31/21 |
| Amendment Amount: | \$168,000.00 | New End Date: | 12/31/22 |
| New Contract Amount: | \$610,000.00 | | |

Summary Statement: Staff recommends approval of Amendment No. 6 to increase the contract by \$168,000.00 and change the contract end date to December 31, 2022. This amends the contract to include injury prevention training and services provided by the Consultant through 2022.

Summary of Amendments:

Amendment No. 1 dated January 1, 2019 extended contract term to December 31, 2019, increased the contract value by \$99,000.00 and modified Scope of Work to include License Agreement. The contract increase was to cover training completed in 2018, an additional 41 days of training in 2019 and the licensing fee for training resource preparation.

Amendment No. 2 dated May 10, 2019 changed the Project Leader from Rob McManis to Stephanie Strom.

Amendment No. 3 approved by the Commission December 17, 2019 increased the contract by \$70,000.00 and changed the end date to 12/31/20. The contract increase was to cover continuation of the current injury prevention training program that included sessions on nutrition, stress management, biometrics/ergonomics and overall spinal health.

Amendment No. 4 approved by the Commission September 15, 2020 increased the contract by \$35,000.00. The increase added 17.5 days to conduct virtual and outdoor field visits, focusing on injury prevention towards Regional Design and Construction Service Operational Employees that experience injuries at a higher rate due to the risky nature of their work.

Amendment No. 5 approved by the Commission December 1, 2020 increased the contract by \$168,000.00 and changed the contract end date to December 31, 2021. Amending the contract to include injury prevention training and services provided by the Consultant through 2021.

**Formal Bid and Contract Amendment(s)
December 7, 2021**

PSC No. CW2240261
On-Call Inspection Warm Beach
Water Main Construction

| | |
|---------------------------------|------------------------------|
| Contractor/Consultant/Supplier: | Jackaren Consulting |
| Project Leader & Phone No.: | Max Selin Ext. 397-3033 |
| Amendment No.: | 6 |
| Amendment: | \$75,000.00 |

| | | | |
|---------------------------|--------------|---------------------|-----------------|
| Original Contract Amount: | \$110,000.00 | Original Start/End: | 5/4/20-10/31/20 |
| Present Contract Amount: | \$160,000.00 | Present Start/End: | 5/4/20-12/31/21 |
| Amendment Amount: | \$75,000.00 | New End Date: | 8/31/22 |
| New Contract Amount: | \$235,000.00 | | |

Summary Statement: Staff recommends approval of Amendment No. 6 to extend the contract term to 8/31/22 and increase the contract amount by \$75,000.00 for a new contract total of \$235,000.00. This extension is required due to the continued delays experienced obtaining permits from Snohomish County and for continued inspection services required on the Warm Beach Water System improvement projects.

Summary of Amendments:

Amendment No. 1 dated September 2, 2020 extended the contract term date to 12/31/20 due to pending issuance of a permit from Snohomish County.

Amendment No. 2 dated November 25, 2020 extended the contract term date to 3/1/21 due to delays experienced obtaining permits from Snohomish County.

Amendment No. 3 dated December 14, 2020 assigned the contract from Jackaren Consulting LLC, Inc., to Jackaren Consulting.

Amendment No. 4 dated February 25, 2021 extended the contract term date to 12/31/21 due to continued delays experienced obtaining permits from Snohomish County.

Amendment No. 5 dated September 9, 2021 increased the contract amount by \$50,000.00 for continued support for inspection services for additional Warm Beach water system improvement projects.

**Formal Bid and Contract Amendment
December 7, 2021**

PSC No. CW2242243
Energy Design Assistance

| | |
|---------------------------------|----------------------------|
| Contractor/Consultant/Supplier: | Willdan Energy Solutions |
| Project Leader & Phone No.: | Allison Grinczel Ext. 8275 |
| Amendment No.: | 1 |
| Amendment: | \$1,100,000.00 |

| | | | |
|---------------------------|----------------|---------------------|-----------------|
| Original Contract Amount: | \$350,000.00 | Original Start/End: | 12/9/20-6/30/24 |
| Present Contract Amount: | \$350,000.00 | Present Start/End: | 12/9/20-6/30/24 |
| Amendment Amount: | \$1,100,000.00 | New End Date: | N/A |
| New Contract Amount: | \$1,450,000.00 | | |

Summary Statement: Staff recommends approval of Amendment No. 1 to increase the contract amount by \$1,100,000.00. The original contracted amount was based on receiving an average of 23 project applications over a three-year period. During the first six months of the program 20 applications were received with some were far above average size. The efforts of the consultant have far exceeded our expectations, and the results are giving us the ability to influence buildings within our service territory.

Additionally, we've added an "enhanced" offering to the Scope of Work, which is allowing us to receive upfront knowledge of Demand Response & Electric Vehicle charging.



BUSINESS OF THE COMMISSION

Meeting Date: December 7, 2021

Agenda Item: 5C

TITLE:

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

SUBMITTED FOR: Consent Agenda

| | | |
|---|-----------------------|---|
| <u>General Accounting & Financial Systems</u> | <u>Julia Anderson</u> | <u>8027</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)(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 December 2021.

CERTIFICATION:

Certified as correct:

CEO/General Manager
Julia A Anderson

Auditor
Jean J...

Chief Financial Officer/Treasurer

RATIFIED AND APPROVED:

Board of Commissioners:

President

Vice-President

Secretary

| TYPE OF DISBURSEMENT | PAYMENT REF NO. | DOLLAR AMOUNT | PAGE NO. |
|--|-------------------------|------------------------|----------|
| REVOLVING FUND | | | |
| Customer Refunds, Incentives and Other | 1113461 - 1114854 | \$964,429.65 | 2 - 45 |
| Electronic Customer Refunds | | \$10,342.37 | 46 - 49 |
| WARRANT SUMMARY | | | |
| Warrants | 8065931 - 8066233 | \$6,290,440.88 | 50 - 59 |
| ACH | 6026788 - 6027124 | \$4,333,081.63 | 60 - 70 |
| Wires | 7002365 - 7002390 | \$31,134,162.06 | 71 |
| Payroll - Direct Deposit | 5300000539 - 5300000539 | \$4,352,836.79 | 72 |
| Payroll - Warrants | 844491 - 844502 | \$31,374.51 | 72 |
| Automatic Debit Payments | 5300000536 - 5300000539 | \$3,179,094.57 | 73 |
| | GRAND TOTAL | \$50,295,762.46 | |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|---|-----------------|------------------------------|----------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/8/21 | 1113461 | CHARLES BROWN | \$59.41 |
| 11/8/21 | 1113462 | BRENDA MOE | \$191.87 |
| 11/8/21 | 1113463 | NOVENTIS | \$34.39 |
| 11/8/21 | 1113464 | VOID | \$0.00 |
| 11/8/21 | 1113465 | MARK BUNTICH | \$72.25 |
| 11/8/21 | 1113466 | VOID | \$0.00 |
| 11/8/21 | 1113467 | LAKE STEVENS SEWER DIST | \$30.95 |
| 11/8/21 | 1113468 | IBET LUCAS BEZ | \$155.65 |
| 11/8/21 | 1113469 | CWS CORPORATE LEASING LLC | \$85.73 |
| 11/8/21 | 1113470 | EXECUTIVE ACCOMMODATIONS | \$75.84 |
| 11/8/21 | 1113471 | MEGAN WILABY | \$30.59 |
| 11/8/21 | 1113472 | DAVID WEBSTER | \$28.80 |
| 11/8/21 | 1113473 | NORTHLAKE COURT, LLC | \$98.37 |
| 11/8/21 | 1113474 | CAROLYN BOWMAN | \$405.22 |
| 11/8/21 | 1113475 | BARBARA ADAMS | \$138.64 |
| 11/8/21 | 1113476 | NICOLE OAKS | \$66.34 |
| 11/8/21 | 1113477 | RANDY AUSTRIA | \$306.61 |
| 11/8/21 | 1113478 | PORTSMITH APARTMENTS LLC | \$5.14 |
| 11/8/21 | 1113479 | LAURA DOWNES | \$6.87 |
| 11/8/21 | 1113480 | BACK OFFICE WALK IN PAYMENTS | \$102.79 |
| 11/9/21 | 1113481 | JADEN MOON | \$30.74 |
| 11/9/21 | 1113482 | EDWARD SAMS | \$107.67 |
| 11/9/21 | 1113483 | PERASSO II LLC | \$87.69 |
| 11/9/21 | 1113484 | SCOTT JOHN KIRKPATRICK | \$34.93 |
| 11/9/21 | 1113485 | MARY CHETELAT | \$27.73 |
| 11/9/21 | 1113486 | LYNDA WINSOR | \$834.94 |
| 11/9/21 | 1113487 | JUSTIN KLEIN | \$70.06 |
| 11/9/21 | 1113488 | ALICIA EMNOTT | \$29.21 |
| 11/9/21 | 1113489 | JOEY PRICE | \$137.86 |
| 11/9/21 | 1113490 | DEBBIE LYNN DERN | \$49.19 |
| 11/9/21 | 1113491 | EVERETT BLUFFS LLC | \$544.55 |
| 11/9/21 | 1113492 | SHARON MCCONNELL | \$37.47 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|-----------------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/9/21 | 1113493 | JULIET MURPHY | \$72.59 |
| 11/9/21 | 1113494 | MARGUERITE HODER | \$25.00 |
| 11/9/21 | 1113495 | AMY COFFMAN | \$203.90 |
| 11/9/21 | 1113496 | MARJORIE GROSSMAN | \$9.57 |
| 11/9/21 | 1113497 | JOYCE DULIN | \$19.56 |
| 11/9/21 | 1113498 | ELAIR SINGER | \$18.44 |
| 11/9/21 | 1113499 | KATHY HANSEN | \$30.99 |
| 11/9/21 | 1113500 | K CON LLC | \$48.61 |
| 11/9/21 | 1113501 | TERRI NEVES | \$135.66 |
| 11/9/21 | 1113502 | A&P HOLDINGS LLC | \$7.90 |
| 11/9/21 | 1113503 | PACIFIC RIDGE - DRH, LLC | \$100.10 |
| 11/9/21 | 1113504 | YASUKO TYSON | \$101.68 |
| 11/9/21 | 1113505 | PACIFIC RIDGE - DRH, LLC | \$28.08 |
| 11/9/21 | 1113506 | THOMAS FADDEN | \$42.03 |
| 11/9/21 | 1113507 | ESTATE OF ROBIN R BENNETT | \$16.43 |
| 11/10/21 | 1113508 | MITCHELL GREENFIELD | \$114.96 |
| 11/10/21 | 1113509 | DAVID MYERS | \$309.00 |
| 11/10/21 | 1113510 | BEVERLY KLINGENBERG | \$30.57 |
| 11/10/21 | 1113511 | AMANDA GONZALEZ | \$122.10 |
| 11/10/21 | 1113512 | RON TSAI | \$29.43 |
| 11/10/21 | 1113513 | DAREN ANDERSON | \$8.79 |
| 11/10/21 | 1113514 | NOVENTIS | \$78.00 |
| 11/10/21 | 1113515 | RANDY LAKE | \$140.47 |
| 11/10/21 | 1113516 | PHILLIP CHEYNE | \$74.07 |
| 11/10/21 | 1113517 | DONN WILLIAMSON | \$517.07 |
| 11/10/21 | 1113518 | POHCHOO TAN | \$120.89 |
| 11/10/21 | 1113519 | TOM ALLISON | \$79.26 |
| 11/10/21 | 1113520 | ERIC THIBERT | \$55.14 |
| 11/10/21 | 1113521 | ALLEGRO AT ASH CREEK LLC | \$4.15 |
| 11/10/21 | 1113522 | ALLEGRO AT ASH CREEK LLC | \$2.20 |
| 11/10/21 | 1113523 | GRANDVIEW MANAGEMENT SERVICES LLC | \$7.85 |
| 11/10/21 | 1113524 | ADRIAN HARP | \$46.57 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|------------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/10/21 | 1113525 | YAI SILLAH | \$67.58 |
| 11/10/21 | 1113526 | III ROBERT RICHARDS | \$74.02 |
| 11/10/21 | 1113527 | LINDA KLEIN | \$184.56 |
| 11/10/21 | 1113528 | DEBRA BALL | \$408.00 |
| 11/10/21 | 1113529 | ROBT BONNER | \$281.28 |
| 11/10/21 | 1113530 | EDEN'S GIBSON RD LLC | \$27.99 |
| 11/10/21 | 1113531 | CEDARWOOD II | \$7.87 |
| 11/10/21 | 1113532 | CHELSEA NOKES | \$44.28 |
| 11/10/21 | 1113533 | TEKNOLOGIC | \$46.47 |
| 11/10/21 | 1113534 | BACK OFFICE WALK IN PAYMENTS | \$74.64 |
| 11/10/21 | 1113535 | PACIFIC RIDGE - DRH, LLC | \$27.73 |
| 11/10/21 | 1113536 | PACIFIC RIDGE - DRH, LLC | \$35.75 |
| 11/10/21 | 1113537 | DH&G LLC | \$52.40 |
| 11/12/21 | 1113538 | TERESA BAHR | \$257.24 |
| 11/12/21 | 1113539 | SINDHUSHA VAKATI | \$56.55 |
| 11/12/21 | 1113540 | PARK LANE APTS LLC | \$20.99 |
| 11/12/21 | 1113541 | JR CHARLES SPROMBERG | \$38.07 |
| 11/12/21 | 1113542 | STEVENS PT I CONDO HOA | \$53.26 |
| 11/12/21 | 1113543 | STEVENS PT I CONDO HOA | \$199.90 |
| 11/12/21 | 1113544 | STEVENS PT I CONDO HOA | \$172.75 |
| 11/12/21 | 1113545 | BRIAN RUBLE | \$25.16 |
| 11/12/21 | 1113546 | SALLY GREENE | \$62.00 |
| 11/12/21 | 1113547 | JON SPRINGER | \$103.68 |
| 11/12/21 | 1113548 | VINTAGE AT ARLINGTON LP | \$13.87 |
| 11/12/21 | 1113549 | SSS RIDGEWOOD, LLC | \$62.70 |
| 11/12/21 | 1113550 | BRENDAN NICHOLS | \$235.42 |
| 11/12/21 | 1113551 | PARK LANE APTS LLC | \$204.23 |
| 11/12/21 | 1113552 | PARK LANE APTS LLC | \$104.44 |
| 11/12/21 | 1113553 | PARK LANE APTS LLC | \$16.55 |
| 11/12/21 | 1113554 | PARK LANE APTS LLC | \$24.82 |
| 11/12/21 | 1113555 | VOLUNTEERS OF AMERICA | \$801.80 |
| 11/12/21 | 1113556 | YUL YOUNG METTEE | \$107.86 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|---------------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/12/21 | 1113557 | ANNE BRENAMAN | \$40.56 |
| 11/12/21 | 1113558 | KIM KENNEDY | \$100.52 |
| 11/12/21 | 1113559 | ARISTOTLE ROBERTS | \$63.49 |
| 11/12/21 | 1113560 | CARAMEL MOUNTAIN 5, LLC | \$205.59 |
| 11/12/21 | 1113561 | MARK BOYER | \$8.86 |
| 11/12/21 | 1113562 | KRISTEEN HERRON | \$144.56 |
| 11/12/21 | 1113563 | VECA ELECTRIC CO INC. | \$114.34 |
| 11/12/21 | 1113564 | CASEY CUMMINS | \$23.26 |
| 11/12/21 | 1113565 | CROSS COUNTRY STAFFING | \$22.54 |
| 11/12/21 | 1113566 | TRI POINTE HOMES WASHINGTON INC | \$17.08 |
| 11/12/21 | 1113567 | THE ESTATE OF JOHN W MARSHALL | \$169.40 |
| 11/12/21 | 1113568 | ETHAN HARRIS | \$169.88 |
| 11/12/21 | 1113569 | MEIDAN WANG | \$17.26 |
| 11/12/21 | 1113570 | DONNA HANSEN | \$79.50 |
| 11/12/21 | 1113571 | PACIFIC RIDGE - DRH, LLC | \$50.36 |
| 11/15/21 | 1113572 | KIELY MCFERREN | \$24.22 |
| 11/15/21 | 1113573 | ADAM CARL | \$60.55 |
| 11/15/21 | 1113574 | WESTON PALMER | \$96.88 |
| 11/15/21 | 1113575 | BARBARA CHESSLER | \$12.11 |
| 11/15/21 | 1113576 | GARY LARSEN | \$60.55 |
| 11/15/21 | 1113577 | TANYA OLSON | \$24.22 |
| 11/15/21 | 1113578 | KIERAN EDMUNDSON | \$60.55 |
| 11/15/21 | 1113579 | KURT LANGE | \$363.30 |
| 11/15/21 | 1113580 | PAM IRMER | \$302.75 |
| 11/15/21 | 1113581 | NANCY SPENCER | \$121.10 |
| 11/15/21 | 1113582 | MIGMAR LHAMO | \$12.11 |
| 11/15/21 | 1113583 | JOAN PRYOR | \$60.55 |
| 11/15/21 | 1113584 | ROBERT MCCARTY | \$266.42 |
| 11/15/21 | 1113585 | MICHAEL RAY | \$24.22 |
| 11/15/21 | 1113586 | JENNIFER ANTCZAK | \$24.22 |
| 11/15/21 | 1113587 | JOHN MALENIC | \$60.55 |
| 11/15/21 | 1113588 | CHRIS KISELA | \$60.55 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|-----------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/15/21 | 1113589 | SERGIO MELENDEZ CAINA | \$36.33 |
| 11/15/21 | 1113590 | JENNIFER BERGER | \$60.55 |
| 11/15/21 | 1113591 | ANURAG MISHRA | \$60.55 |
| 11/15/21 | 1113592 | BO PENG | \$302.75 |
| 11/15/21 | 1113593 | JODENE ESHOM | \$24.22 |
| 11/15/21 | 1113594 | NANCY JACOBSON | \$60.55 |
| 11/15/21 | 1113595 | MARY BALLOU | \$24.22 |
| 11/15/21 | 1113596 | DARCIA HURST | \$24.22 |
| 11/15/21 | 1113597 | LAUREN ROGERS | \$121.10 |
| 11/15/21 | 1113598 | JULEE ANNE CUNNINGHAM | \$121.10 |
| 11/15/21 | 1113599 | DALE SKORBURG | \$121.10 |
| 11/15/21 | 1113600 | DEBORAH BOYLE | \$121.10 |
| 11/15/21 | 1113601 | BETH BURROWS | \$60.55 |
| 11/15/21 | 1113602 | CHARLES BLATCHFORD | \$60.55 |
| 11/15/21 | 1113603 | ROLAND MAYER | \$60.55 |
| 11/15/21 | 1113604 | JIM LAHTI | \$60.55 |
| 11/15/21 | 1113605 | ROBERT HAVERTY | \$48.44 |
| 11/15/21 | 1113606 | ERP OPERATING LP | \$38.51 |
| 11/15/21 | 1113607 | RUSSELL MCDUFF | \$1,574.30 |
| 11/15/21 | 1113608 | CHAN BEAUVAIS | \$72.66 |
| 11/15/21 | 1113609 | POPLAR LANE APTS | \$14.47 |
| 11/15/21 | 1113610 | LEON KOS | \$24.22 |
| 11/15/21 | 1113611 | KEITH DAWSON | \$121.10 |
| 11/15/21 | 1113612 | TAMMI DOLL-STOREY | \$60.55 |
| 11/15/21 | 1113613 | LUCAS STOLCIS | \$1,574.30 |
| 11/15/21 | 1113614 | JENNI LAMARCA | \$60.55 |
| 11/15/21 | 1113615 | BRIAN DOENNEBRINK | \$799.26 |
| 11/15/21 | 1113616 | JONATHAN ROSELLE | \$726.60 |
| 11/15/21 | 1113617 | CHRISTINA SIVEWRIGHT | \$60.55 |
| 11/15/21 | 1113618 | ALIRIO VALENCIA | \$99.74 |
| 11/15/21 | 1113619 | DAVID THOMAS | \$908.25 |
| 11/15/21 | 1113620 | COURTNEY STRICKLER | \$60.55 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|---|-----------------|----------------------|------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/15/21 | 1113621 | TUYEN NGUYEN | \$93.74 |
| 11/15/21 | 1113622 | PEGGY LYNN | \$60.55 |
| 11/15/21 | 1113623 | BILL SATHER | \$60.55 |
| 11/15/21 | 1113624 | KEVIN BROOKS | \$12.11 |
| 11/15/21 | 1113625 | KIMBERLY OSENBAUGH | \$60.55 |
| 11/15/21 | 1113626 | DAVID PERKINS | \$121.10 |
| 11/15/21 | 1113627 | KIM KAUFFMAN | \$484.40 |
| 11/15/21 | 1113628 | MICHAEL EHLEBRACHT | \$24.22 |
| 11/15/21 | 1113629 | ANTONIA LAWRENCE | \$12.11 |
| 11/15/21 | 1113630 | HEATHER LOGAN | \$60.55 |
| 11/15/21 | 1113631 | CHRISTOPHER BARNETT | \$60.55 |
| 11/15/21 | 1113632 | RICHARD BRINTON | \$1,574.30 |
| 11/15/21 | 1113633 | IRMGARD MANNING | \$121.10 |
| 11/15/21 | 1113634 | THAI NGUYEN | \$60.55 |
| 11/15/21 | 1113635 | JULIE VILLENEUVE | \$36.33 |
| 11/15/21 | 1113636 | GLORIA CASTRO-ZAPPIA | \$605.50 |
| 11/15/21 | 1113637 | LIN FELTON | \$60.55 |
| 11/15/21 | 1113638 | LISA-MARIE MCEACHRAN | \$130.37 |
| 11/15/21 | 1113639 | GREG LONG | \$24.22 |
| 11/15/21 | 1113640 | BARBARA HOWELL | \$36.33 |
| 11/15/21 | 1113641 | CHRISTOPHER KENYON | \$60.55 |
| 11/15/21 | 1113642 | EDIE WALKER | \$36.33 |
| 11/15/21 | 1113643 | AMY CAMPBELL | \$121.10 |
| 11/15/21 | 1113644 | AMY KINDRED | \$12.11 |
| 11/15/21 | 1113645 | RICHARD ARKLEY | \$726.60 |
| 11/15/21 | 1113646 | PANKAJ TAJANE | \$60.55 |
| 11/15/21 | 1113647 | TAMMY HAARLOW | \$84.77 |
| 11/15/21 | 1113648 | MARIE FRIESEN | \$121.10 |
| 11/15/21 | 1113649 | SARAH NICHOLSON | \$12.11 |
| 11/15/21 | 1113650 | ERIC CURTIS | \$121.10 |
| 11/15/21 | 1113651 | RODNEY FIDDAMAN | \$24.22 |
| 11/15/21 | 1113652 | NORRIS HUFF | \$24.22 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|--------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/15/21 | 1113653 | SONJA LARSON | \$24.22 |
| 11/15/21 | 1113654 | KITTIE TUCKER | \$121.10 |
| 11/15/21 | 1113655 | FRED CLARK | \$60.55 |
| 11/15/21 | 1113656 | WILLIAM KINGSTON | \$1,574.30 |
| 11/15/21 | 1113657 | JR RON ROLLINS | \$12.11 |
| 11/15/21 | 1113658 | SHANNON NIELSEN | \$24.22 |
| 11/15/21 | 1113659 | JENNIFER LUTZ | \$24.22 |
| 11/15/21 | 1113660 | ROBERT HOWIE | \$48.44 |
| 11/15/21 | 1113661 | GORDON SCOUGALE | \$60.55 |
| 11/15/21 | 1113662 | ROBERT JACOBS | \$12.11 |
| 11/15/21 | 1113663 | STEPHEN GALEA | \$1,574.30 |
| 11/15/21 | 1113664 | TOM STJOHN | \$1,574.30 |
| 11/15/21 | 1113665 | SCOTT EILER | \$302.75 |
| 11/15/21 | 1113666 | JAMES BAKER | \$108.99 |
| 11/15/21 | 1113667 | KEVIN WATIER | \$60.55 |
| 11/15/21 | 1113668 | VALERIE KELLOGG | \$60.55 |
| 11/15/21 | 1113669 | JOSEPH D GRENNAN | \$24.22 |
| 11/15/21 | 1113670 | ERIN ABER | \$12.11 |
| 11/15/21 | 1113671 | JAMES WALTER JACOBSON | \$48.44 |
| 11/15/21 | 1113672 | MARK BABB | \$1,089.90 |
| 11/15/21 | 1113673 | BILL NEUHARDT | \$5.43 |
| 11/15/21 | 1113674 | ROSS CAREY | \$60.55 |
| 11/15/21 | 1113675 | ELLEN BEAUMONT | \$60.55 |
| 11/15/21 | 1113676 | AMANDA MURPHY | \$60.55 |
| 11/15/21 | 1113677 | MILL AT MC 3, LLC | \$39.44 |
| 11/15/21 | 1113678 | B9 MF ALDERWOOD PARK LLC | \$11.84 |
| 11/15/21 | 1113679 | MILO WILLIAMSON | \$24.22 |
| 11/15/21 | 1113680 | WARREN MENZIE | \$12.11 |
| 11/15/21 | 1113681 | ANDREW SMITH | \$775.04 |
| 11/15/21 | 1113682 | KRIS COOPER | \$121.10 |
| 11/15/21 | 1113683 | ELFRIEDE PRUEHS | \$12.17 |
| 11/15/21 | 1113684 | JAMES COONS | \$60.55 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|-------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/15/21 | 1113685 | SERGIO CARLOS | \$11.88 |
| 11/15/21 | 1113686 | BEVERLY WAUGH | \$24.22 |
| 11/15/21 | 1113687 | DANIEL MCNULTY | \$1,368.43 |
| 11/15/21 | 1113688 | NEIL SMITH | \$36.33 |
| 11/15/21 | 1113689 | JEFF DUDA | \$60.55 |
| 11/15/21 | 1113690 | JIMMY HOLLADAY | \$60.55 |
| 11/15/21 | 1113691 | LES TOMMINGER | \$24.22 |
| 11/15/21 | 1113692 | JAMES ARNOLD | \$60.55 |
| 11/15/21 | 1113693 | LINDA OLSEN | \$60.55 |
| 11/15/21 | 1113694 | ALAN HALL | \$1,574.30 |
| 11/15/21 | 1113695 | ALISON GRINAKE | \$1,089.90 |
| 11/15/21 | 1113696 | CRYSTAL HEAVEN | \$18.33 |
| 11/15/21 | 1113697 | STEVE MAISCH | \$12.11 |
| 11/15/21 | 1113698 | SCOTT BUTTON | \$363.30 |
| 11/15/21 | 1113699 | SHELLY KURTENBACH | \$12.11 |
| 11/15/21 | 1113700 | BRIAN CRABTREE | \$74.16 |
| 11/15/21 | 1113701 | STUART BARGER | \$121.10 |
| 11/15/21 | 1113702 | M KALSEN | \$121.10 |
| 11/15/21 | 1113703 | DONALD STAPLES | \$12.11 |
| 11/15/21 | 1113704 | KAREN ZIEMER | \$60.55 |
| 11/15/21 | 1113705 | SHARMAN SMITH | \$24.22 |
| 11/15/21 | 1113706 | DENNIS TANJI | \$121.10 |
| 11/15/21 | 1113707 | EDWIN KNIGHT | \$12.11 |
| 11/15/21 | 1113708 | DANIEL DUBEAU | \$60.55 |
| 11/15/21 | 1113709 | BRUCE DUNCAN | \$302.75 |
| 11/15/21 | 1113710 | ROBERT WILSON | \$60.55 |
| 11/15/21 | 1113711 | ROBIN DELEUW | \$12.11 |
| 11/15/21 | 1113712 | JAMES HOFF | \$36.33 |
| 11/15/21 | 1113713 | SHARON SALYER | \$60.55 |
| 11/15/21 | 1113714 | STEVE FRANSON | \$121.10 |
| 11/15/21 | 1113715 | FRED VAN GORKOM | \$520.73 |
| 11/15/21 | 1113716 | RAY RIDOUT | \$121.10 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|----------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/15/21 | 1113717 | NAOMI BALTUCK | \$1,513.75 |
| 11/15/21 | 1113718 | SEAN LARGE | \$36.33 |
| 11/15/21 | 1113719 | GEORGE LOCKEMAN | \$96.88 |
| 11/15/21 | 1113720 | MADELET PACK | \$60.55 |
| 11/15/21 | 1113721 | MAMIE ROCKAFELLAR | \$60.55 |
| 11/15/21 | 1113722 | MARK WILKINS | \$48.44 |
| 11/15/21 | 1113723 | NATHAN CRAWFORD | \$60.55 |
| 11/15/21 | 1113724 | SUZANNE DURGAN | \$121.10 |
| 11/15/21 | 1113725 | CORSTONE ENTERPRISES | \$23.34 |
| 11/15/21 | 1113726 | EDWARD FERGUSON | \$24.22 |
| 11/15/21 | 1113727 | PETER PIAS | \$1,574.30 |
| 11/15/21 | 1113728 | LYNN SHERWOOD | \$43.30 |
| 11/15/21 | 1113729 | JAMES HONEMAN | \$60.55 |
| 11/15/21 | 1113730 | SUSAN FYALL | \$5.00 |
| 11/15/21 | 1113731 | SARAH DILLING | \$121.10 |
| 11/15/21 | 1113732 | WANG YOUM | \$65.98 |
| 11/15/21 | 1113733 | MICHAEL WILKES | \$12.11 |
| 11/15/21 | 1113734 | OLGA DARLINGTON | \$121.10 |
| 11/15/21 | 1113735 | JONATHAN BROCKMAN | \$12.11 |
| 11/15/21 | 1113736 | JOHN NORTON | \$48.44 |
| 11/15/21 | 1113737 | DONA MCGOWAN | \$242.20 |
| 11/15/21 | 1113738 | JILL REASONER | \$12.11 |
| 11/15/21 | 1113739 | RILEY MACELVEEN | \$8.61 |
| 11/15/21 | 1113740 | WILLIAM WAGENSELLER | \$60.55 |
| 11/15/21 | 1113741 | MONIQUE WOLFE | \$12.11 |
| 11/15/21 | 1113742 | ERIN BEATTY | \$181.65 |
| 11/15/21 | 1113743 | SABRINA FRIEND | \$484.40 |
| 11/15/21 | 1113744 | BRIAN BOOTH | \$121.10 |
| 11/15/21 | 1113745 | JOHN GUILFORD | \$605.50 |
| 11/15/21 | 1113746 | CATHERINE BRAND | \$24.22 |
| 11/15/21 | 1113747 | JOHN ALTON | \$24.22 |
| 11/15/21 | 1113748 | SCOTT KAUFMAN | \$181.65 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|-----------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/15/21 | 1113749 | PAMELA VINES | \$60.55 |
| 11/15/21 | 1113750 | LAURA TACKABERRY BARKER | \$24.22 |
| 11/15/21 | 1113751 | DEBORAH CLARK | \$12.11 |
| 11/15/21 | 1113752 | TRENT LOWE | \$72.66 |
| 11/15/21 | 1113753 | TIM KLEIN | \$1,574.30 |
| 11/15/21 | 1113754 | DAVID JAMES | \$121.10 |
| 11/15/21 | 1113755 | RONELLE MELEKAI | \$12.11 |
| 11/15/21 | 1113756 | KAREN THOMPSON | \$24.22 |
| 11/15/21 | 1113757 | PAUL NYENHUIS | \$60.55 |
| 11/15/21 | 1113758 | GAYLA SHOEMAKE | \$302.75 |
| 11/15/21 | 1113759 | CECILIA BRUNSWICK | \$24.22 |
| 11/15/21 | 1113760 | ROBERT DELAMBERT | \$12.11 |
| 11/15/21 | 1113761 | BAY COURT AT HARBOUR POINTE | \$40.74 |
| 11/15/21 | 1113762 | JANE HERRON | \$36.33 |
| 11/15/21 | 1113763 | MARGARET BANIN | \$60.55 |
| 11/15/21 | 1113764 | MICHAEL CASTRO | \$121.10 |
| 11/15/21 | 1113765 | REBECCA BERRY | \$12.11 |
| 11/15/21 | 1113766 | SUSAN KATZER | \$36.33 |
| 11/15/21 | 1113767 | SCOTT SISTEK | \$72.66 |
| 11/15/21 | 1113768 | BRIAN JOHNSTONE | \$121.10 |
| 11/15/21 | 1113769 | SHELBY JOHNSON | \$12.11 |
| 11/15/21 | 1113770 | STEVE HERSCH | \$1,211.00 |
| 11/15/21 | 1113771 | KATHARINE BARRETT | \$181.65 |
| 11/15/21 | 1113772 | DUANE BERG | \$60.55 |
| 11/15/21 | 1113773 | JASON HANSON | \$24.22 |
| 11/15/21 | 1113774 | JUDITH LOWELL | \$121.10 |
| 11/15/21 | 1113775 | L ANN WASHBURN | \$12.11 |
| 11/15/21 | 1113776 | WILLIAM FARRIMOND | \$181.65 |
| 11/15/21 | 1113777 | PETER LAWRENCE | \$60.55 |
| 11/15/21 | 1113778 | WILLIAM SCOLLARD | \$12.11 |
| 11/15/21 | 1113779 | GARY LAKEY | \$605.50 |
| 11/15/21 | 1113780 | KELLY MITCHELL | \$121.10 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|---|-----------------|-------------------------|------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/15/21 | 1113781 | ANDY LEE | \$1,574.30 |
| 11/15/21 | 1113782 | RANDY LIND | \$363.30 |
| 11/15/21 | 1113783 | FRAN BUNTTING | \$1,574.30 |
| 11/15/21 | 1113784 | IRENE MCMANUS | \$24.22 |
| 11/15/21 | 1113785 | MARTINE ZOER | \$60.55 |
| 11/15/21 | 1113786 | SUSAN SCHREYER | \$12.11 |
| 11/15/21 | 1113787 | MELISSA DALE | \$60.55 |
| 11/15/21 | 1113788 | ERIC LAWRENCE | \$60.55 |
| 11/15/21 | 1113789 | JR WILLIAM LEVERING | \$121.10 |
| 11/15/21 | 1113790 | SANDRA DISTELHORST | \$60.55 |
| 11/15/21 | 1113791 | TERESA LENOX | \$60.55 |
| 11/15/21 | 1113792 | SHANNON JUSTESEN | \$181.65 |
| 11/15/21 | 1113793 | NORM HARRINGTON | \$1,574.30 |
| 11/15/21 | 1113794 | STEPHEN LABOFF | \$302.75 |
| 11/15/21 | 1113795 | DTG ENTERPRISES, INC | \$10.69 |
| 11/15/21 | 1113796 | VERONICA CHADESH | \$36.33 |
| 11/15/21 | 1113797 | NICOLE BAKER | \$146.19 |
| 11/15/21 | 1113798 | RALPH KNUTSON | \$60.55 |
| 11/15/21 | 1113799 | DOREEN HARWOOD | \$60.55 |
| 11/15/21 | 1113800 | LILLIAN BAY | \$12.11 |
| 11/15/21 | 1113801 | THOMAS SMITH | \$302.75 |
| 11/15/21 | 1113802 | DIANNA JOHNSON | \$121.10 |
| 11/15/21 | 1113803 | DENNIS REESE | \$60.55 |
| 11/15/21 | 1113804 | T HENDRICKSON | \$605.50 |
| 11/15/21 | 1113805 | PATRICIA FOGARTY CRAMER | \$121.10 |
| 11/15/21 | 1113806 | BOB HILLMANN | \$605.50 |
| 11/15/21 | 1113807 | WAYNE BLEDSOE | \$60.55 |
| 11/15/21 | 1113808 | MIKE CROSS | \$60.55 |
| 11/15/21 | 1113809 | RICK BRUSKRUD | \$72.66 |
| 11/15/21 | 1113810 | BETTY WESTFALL | \$121.10 |
| 11/15/21 | 1113811 | BILL KOENIG | \$24.22 |
| 11/15/21 | 1113812 | ELIZABETH KEYES | \$72.66 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|---|-----------------|------------------------------|------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/15/21 | 1113813 | KIMBERLY PAGH | \$60.55 |
| 11/15/21 | 1113814 | ROBYN MARTIN | \$12.11 |
| 11/15/21 | 1113815 | TEDD PATTERSON | \$60.55 |
| 11/15/21 | 1113816 | MAUREEN NILSON | \$242.20 |
| 11/15/21 | 1113817 | SHERRIE RINGSTAD | \$121.10 |
| 11/15/21 | 1113818 | DALE HOGGINS | \$36.33 |
| 11/15/21 | 1113819 | MICHAEL BRAY | \$24.22 |
| 11/15/21 | 1113820 | BOB CUMPTON | \$20.70 |
| 11/15/21 | 1113821 | SARAH WILLIAMSON | \$36.33 |
| 11/15/21 | 1113822 | JANE GILLILAND | \$12.11 |
| 11/15/21 | 1113823 | HOPEWORKS SOCIAL ENTERPRISES | \$5,231.52 |
| 11/15/21 | 1113824 | ROBERTA ALLEY | \$12.11 |
| 11/15/21 | 1113825 | CHARLOTTE SHIMKO | \$60.55 |
| 11/15/21 | 1113826 | DWANE SMALL | \$12.11 |
| 11/15/21 | 1113827 | VERNON ROGERS | \$605.50 |
| 11/15/21 | 1113828 | NICOLE SERRANO | \$36.33 |
| 11/15/21 | 1113829 | TRENT LOWE | \$72.66 |
| 11/15/21 | 1113830 | CHRISTINE FREEMAN | \$48.44 |
| 11/15/21 | 1113831 | JASON HEINTZ | \$24.22 |
| 11/15/21 | 1113832 | ROBERT JACKSON | \$60.55 |
| 11/15/21 | 1113833 | RALPH MENNIE | \$12.11 |
| 11/15/21 | 1113834 | JEFF ZECHLIN | \$605.50 |
| 11/15/21 | 1113835 | ROY SEBRING | \$121.10 |
| 11/15/21 | 1113836 | LOUISA MOE | \$24.22 |
| 11/15/21 | 1113837 | SPENCER LOUTHAN | \$60.55 |
| 11/15/21 | 1113838 | KARL LEGGETT | \$12.11 |
| 11/15/21 | 1113839 | DIANNA SELF | \$12.11 |
| 11/15/21 | 1113840 | LEEROY KIND | \$24.22 |
| 11/15/21 | 1113841 | JAMES BUSE | \$60.55 |
| 11/15/21 | 1113842 | ANITA ROBERTS | \$60.55 |
| 11/15/21 | 1113843 | RALPH IGAMA | \$60.55 |
| 11/15/21 | 1113844 | CRAIG PRICE | \$193.76 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|--------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/15/21 | 1113845 | PATRICK HAUGEN | \$157.43 |
| 11/15/21 | 1113846 | JULIE LANGABEER | \$12.11 |
| 11/15/21 | 1113847 | ANDREA FISHER | \$60.55 |
| 11/15/21 | 1113848 | DOUGLAS WEBER | \$39.20 |
| 11/15/21 | 1113849 | MICHAEL BEGEMAN | \$24.22 |
| 11/15/21 | 1113850 | LAWRENCE COOPER | \$121.10 |
| 11/15/21 | 1113851 | KEVIN ESPESETH | \$60.55 |
| 11/15/21 | 1113852 | SHIRLEY SLADE | \$12.11 |
| 11/15/21 | 1113853 | MICHAEL KUNTZ | \$12.11 |
| 11/15/21 | 1113854 | BRIAN ROWLAND | \$181.65 |
| 11/15/21 | 1113855 | CONNIE KANTZER | \$242.20 |
| 11/15/21 | 1113856 | S MICHELSON | \$363.30 |
| 11/15/21 | 1113857 | RANDY WOOD | \$1,332.10 |
| 11/15/21 | 1113858 | JOHN EWALD | \$24.22 |
| 11/15/21 | 1113859 | JESSICA SPAHR | \$302.75 |
| 11/15/21 | 1113860 | JUDY NESS | \$24.22 |
| 11/15/21 | 1113861 | CLEARWIRE WIRELESS | \$108.08 |
| 11/15/21 | 1113862 | EDDIE SHIH | \$121.10 |
| 11/15/21 | 1113863 | SCOTT PATTERSON | \$121.10 |
| 11/15/21 | 1113864 | JUDITH GOLDMAN | \$36.33 |
| 11/15/21 | 1113865 | HOLLY BAILEY | \$12.11 |
| 11/15/21 | 1113866 | GLEE BURGESS | \$302.75 |
| 11/15/21 | 1113867 | MARY GAGE | \$48.44 |
| 11/15/21 | 1113868 | ERIC FROLAND | \$60.55 |
| 11/15/21 | 1113869 | CARSON TAVENNER | \$12.11 |
| 11/15/21 | 1113870 | CAROL LYCETTE | \$36.33 |
| 11/15/21 | 1113871 | JACKIE SPECHT | \$121.10 |
| 11/15/21 | 1113872 | ZIN MATHENY | \$84.77 |
| 11/15/21 | 1113873 | ELMER FLORES | \$125.42 |
| 11/15/21 | 1113874 | SCOTT HOGLUND | \$60.55 |
| 11/15/21 | 1113875 | PATRICIA WERNET | \$181.65 |
| 11/15/21 | 1113876 | ARLENE RUCKER | \$60.55 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|--------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/15/21 | 1113877 | SYLVIA KAWABATA | \$60.55 |
| 11/15/21 | 1113878 | DELSA ANDERL | \$60.55 |
| 11/15/21 | 1113879 | HELENE WATKINS | \$60.55 |
| 11/15/21 | 1113880 | LAURA WILD | \$484.40 |
| 11/15/21 | 1113881 | DAWN PRESLER | \$60.55 |
| 11/15/21 | 1113882 | WENDELL TOBIASON | \$60.55 |
| 11/15/21 | 1113883 | KAREN LOHSE | \$60.55 |
| 11/15/21 | 1113884 | MICHAEL VAN WINKLE | \$12.11 |
| 11/15/21 | 1113885 | NOREEN MOEN | \$60.55 |
| 11/15/21 | 1113886 | BRANDON WHITAKER | \$24.22 |
| 11/15/21 | 1113887 | BRAD BONNEMA | \$24.22 |
| 11/15/21 | 1113888 | CABRYN TAYLOR | \$12.11 |
| 11/15/21 | 1113889 | TRACY BOWEN | \$387.63 |
| 11/15/21 | 1113890 | LIRA WOLFE | \$12.11 |
| 11/15/21 | 1113891 | SHARON EDDY | \$12.11 |
| 11/15/21 | 1113892 | ASHLEY DREAGER | \$12.11 |
| 11/15/21 | 1113893 | LAURA HARTMAN | \$133.21 |
| 11/15/21 | 1113894 | DANIEL MARSHALL | \$302.75 |
| 11/15/21 | 1113895 | JEFFERY SHEA | \$60.55 |
| 11/15/21 | 1113896 | HEATHER KREECK | \$60.55 |
| 11/15/21 | 1113897 | ALISON SHORT | \$24.22 |
| 11/15/21 | 1113898 | ADAM OBERHAUS | \$60.55 |
| 11/15/21 | 1113899 | WILLIAM DAVENPORT | \$197.00 |
| 11/15/21 | 1113900 | YMCA | \$96.88 |
| 11/15/21 | 1113901 | JULANN SPROMBERG | \$60.55 |
| 11/15/21 | 1113902 | JEFF ESTES | \$60.55 |
| 11/15/21 | 1113903 | STEVE GRINAKE | \$60.55 |
| 11/15/21 | 1113904 | JEFF OSTREIM | \$1,211.00 |
| 11/15/21 | 1113905 | DANIEL PAWTOWSKI | \$48.44 |
| 11/15/21 | 1113906 | ROBERT PUTNAM | \$12.11 |
| 11/15/21 | 1113907 | THOMAS KRUSE | \$24.22 |
| 11/15/21 | 1113908 | ROBBI MEDAK | \$24.22 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|----------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/15/21 | 1113909 | KELLY BRONSON | \$24.22 |
| 11/15/21 | 1113910 | GEORGE VAUGHN | \$60.55 |
| 11/15/21 | 1113911 | GARY LINTZ | \$60.55 |
| 11/15/21 | 1113912 | STEVEN JENKINS | \$121.10 |
| 11/15/21 | 1113913 | SARAH DAHLBECK | \$12.11 |
| 11/15/21 | 1113914 | TIFFANY ROSE | \$121.10 |
| 11/15/21 | 1113915 | KAREN CROWLEY | \$60.55 |
| 11/15/21 | 1113916 | DIANE SHANE | \$60.55 |
| 11/15/21 | 1113917 | ELIZABETH WALSH | \$96.88 |
| 11/15/21 | 1113918 | VICKI DORWAY | \$48.44 |
| 11/15/21 | 1113919 | MICHELLE GEORGE | \$60.55 |
| 11/15/21 | 1113920 | RANDI VANHOOSER | \$12.11 |
| 11/15/21 | 1113921 | THOMAS WAGE | \$121.10 |
| 11/15/21 | 1113922 | KATHERINE THOMPSON | \$60.55 |
| 11/15/21 | 1113923 | ELIZABETH REED | \$24.22 |
| 11/15/21 | 1113924 | KEN DYER | \$36.33 |
| 11/15/21 | 1113925 | EVAN NEBEKER | \$60.55 |
| 11/15/21 | 1113926 | PATRICIA BENFIELD | \$193.76 |
| 11/15/21 | 1113927 | MICKI REED | \$12.11 |
| 11/15/21 | 1113928 | KYLER FLORES | \$121.10 |
| 11/15/21 | 1113929 | HARSHLA SINGH | \$60.55 |
| 11/15/21 | 1113930 | SCOTT OETZEL | \$363.30 |
| 11/15/21 | 1113931 | JO METZGER | \$60.55 |
| 11/15/21 | 1113932 | BRIAN BODE | \$24.22 |
| 11/15/21 | 1113933 | JANET CANNON | \$60.55 |
| 11/15/21 | 1113934 | PELTO PROPERTIES LLC | \$16.55 |
| 11/15/21 | 1113935 | TOLL BROS., INC. | \$36.43 |
| 11/15/21 | 1113936 | DENNIS IRVING | \$121.10 |
| 11/15/21 | 1113937 | KURT LUNDQUIST | \$60.55 |
| 11/15/21 | 1113938 | NINA HARTSOCK | \$60.55 |
| 11/15/21 | 1113939 | WILLIAM BROOKS | \$24.22 |
| 11/15/21 | 1113940 | CANDY MONSON | \$60.55 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/15/21 | 1113941 | KAREN JACOBSON | \$121.10 |
| 11/15/21 | 1113942 | TAMMY BOWERS | \$121.10 |
| 11/15/21 | 1113943 | JULIE EIDE | \$24.22 |
| 11/15/21 | 1113944 | ERIN O'CONNELL | \$242.20 |
| 11/15/21 | 1113945 | BRIAN MELNYK | \$12.11 |
| 11/15/21 | 1113946 | MARK OENS | \$12.11 |
| 11/15/21 | 1113947 | DEANN VANWINKLE | \$60.55 |
| 11/15/21 | 1113948 | DENNIS BYRNES | \$60.55 |
| 11/15/21 | 1113949 | JOSEPH LEANDER | \$24.22 |
| 11/15/21 | 1113950 | JONATHAN KLAPEL | \$24.22 |
| 11/15/21 | 1113951 | SCOTT BINGHAM | \$60.55 |
| 11/15/21 | 1113952 | MARC LINN | \$60.55 |
| 11/15/21 | 1113953 | HEATHER HUGHEY | \$12.11 |
| 11/15/21 | 1113954 | ELISE CLARK | \$60.55 |
| 11/15/21 | 1113955 | DOMINIQUE SCALIA | \$908.25 |
| 11/15/21 | 1113956 | DONELLA ROBBINS | \$48.44 |
| 11/15/21 | 1113957 | CURTIS CHESTER | \$121.10 |
| 11/15/21 | 1113958 | CAROL BAYLESS | \$60.55 |
| 11/15/21 | 1113959 | MICHAEL PEARCE | \$60.55 |
| 11/15/21 | 1113960 | DWAIN COLBY | \$60.55 |
| 11/15/21 | 1113961 | ARTHUR SMITH | \$12.11 |
| 11/15/21 | 1113962 | RAMON BURIN | \$121.10 |
| 11/15/21 | 1113963 | MARGIE OBLANDER | \$121.10 |
| 11/15/21 | 1113964 | GEORGE GUTTMANN | \$484.40 |
| 11/15/21 | 1113965 | RICHARD SWARTZ | \$60.55 |
| 11/15/21 | 1113966 | GERALD ALBERS | \$1,211.00 |
| 11/15/21 | 1113967 | BARBARA TOLBERT | \$12.11 |
| 11/15/21 | 1113968 | BARBARA PIPER | \$121.10 |
| 11/15/21 | 1113969 | FRANKLIN JUNO | \$193.76 |
| 11/15/21 | 1113970 | SUELLEN CHOLVIN | \$24.22 |
| 11/15/21 | 1113971 | RACHEL LAMASCUS | \$17.51 |
| 11/15/21 | 1113972 | CARLY GREEN | \$29.36 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|---|-----------------|-------------------|----------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/15/21 | 1113973 | CHESTER SWANSON | \$60.55 |
| 11/15/21 | 1113974 | CYNTHIA TOMIK | \$60.55 |
| 11/15/21 | 1113975 | SAMUEL HERBST | \$36.33 |
| 11/15/21 | 1113976 | JESSE WEEWIE | \$60.55 |
| 11/15/21 | 1113977 | MARK JONES | \$24.22 |
| 11/15/21 | 1113978 | LUKE LIMOGES | \$121.10 |
| 11/15/21 | 1113979 | SUE MARTIN | \$12.11 |
| 11/15/21 | 1113980 | III HERBERT HULSE | \$908.25 |
| 11/15/21 | 1113981 | JERI SOLON | \$121.10 |
| 11/15/21 | 1113982 | GREGORY SHUMATE | \$181.65 |
| 11/15/21 | 1113983 | BRENDA MCKENZIE | \$24.22 |
| 11/15/21 | 1113984 | LAWRENCE KAPOUN | \$24.22 |
| 11/15/21 | 1113985 | CAROL PETTIJOHN | \$60.55 |
| 11/15/21 | 1113986 | ARLENE JIMENEZ | \$121.10 |
| 11/15/21 | 1113987 | MICHAEL HALL | \$24.22 |
| 11/15/21 | 1113988 | KEITH LARSEN | \$12.11 |
| 11/15/21 | 1113989 | J SKELLY | \$48.44 |
| 11/15/21 | 1113990 | TIMUR ANDREEV | \$33.56 |
| 11/15/21 | 1113991 | BRAD HAMILTON | \$121.10 |
| 11/15/21 | 1113992 | DIANA CLEMENTSON | \$24.22 |
| 11/15/21 | 1113993 | JULIE NYHUS | \$60.55 |
| 11/15/21 | 1113994 | LOUIS RUSH | \$60.55 |
| 11/15/21 | 1113995 | JUNJI YAMAMOTO | \$60.55 |
| 11/15/21 | 1113996 | KATHLEEN BRIGHT | \$605.50 |
| 11/15/21 | 1113997 | REBECCA DEWATERS | \$12.11 |
| 11/15/21 | 1113998 | CHAD JORISSEN | \$12.11 |
| 11/15/21 | 1113999 | STEPHANIE CHERRY | \$60.55 |
| 11/15/21 | 1114000 | JERRY JOHNSON | \$24.21 |
| 11/15/21 | 1114001 | KIRK GALBRAITH | \$12.11 |
| 11/15/21 | 1114002 | NATAYA FURRER | \$145.32 |
| 11/15/21 | 1114003 | SANDRA LITSEY | \$12.11 |
| 11/15/21 | 1114004 | MIGUEL RAMIREZ | \$423.85 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|----------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/15/21 | 1114005 | DIANE STEELE | \$60.55 |
| 11/15/21 | 1114006 | AMY ROCHON | \$24.22 |
| 11/15/21 | 1114007 | CHERYL CHUCKULNASKIT | \$67.94 |
| 11/15/21 | 1114008 | GARY MIYASAKI | \$121.10 |
| 11/15/21 | 1114009 | DEBORAH OLSON | \$60.55 |
| 11/15/21 | 1114010 | PAUL CROSBY | \$60.55 |
| 11/15/21 | 1114011 | KEVIN UHL | \$181.65 |
| 11/15/21 | 1114012 | ELIZABETH RIEMER | \$121.10 |
| 11/15/21 | 1114013 | STANLEY STERLING | \$24.22 |
| 11/15/21 | 1114014 | GARY PROCTOR | \$302.75 |
| 11/15/21 | 1114015 | CYNTHIA NELSON | \$60.55 |
| 11/15/21 | 1114016 | ERIC LAFRANCE | \$242.20 |
| 11/15/21 | 1114017 | LISA PALMER | \$12.11 |
| 11/15/21 | 1114018 | RANDALL NORRIS | \$12.11 |
| 11/15/21 | 1114019 | RUDI MARTIN | \$1,574.30 |
| 11/15/21 | 1114020 | RICHARD WILSON | \$12.11 |
| 11/15/21 | 1114021 | TRAVIS OLSON | \$72.66 |
| 11/15/21 | 1114022 | STACY SLADE | \$12.11 |
| 11/15/21 | 1114023 | CAROL JENSEN | \$24.22 |
| 11/15/21 | 1114024 | TIM MOEBES | \$121.10 |
| 11/15/21 | 1114025 | JANICE GOWEN | \$60.55 |
| 11/15/21 | 1114026 | LEIV ELLINGSEN | \$48.44 |
| 11/15/21 | 1114027 | ADELA SANTISTEBAN | \$48.44 |
| 11/15/21 | 1114028 | DAVID HEWITT | \$96.88 |
| 11/15/21 | 1114029 | GREGORY MATTSON | \$24.22 |
| 11/15/21 | 1114030 | LANCE FRALICK | \$121.10 |
| 11/15/21 | 1114031 | GREGORY FERGUSON | \$1,211.00 |
| 11/15/21 | 1114032 | AUTUMN CHANCELLOR | \$36.33 |
| 11/15/21 | 1114033 | KRISTINA MCCLENAHAN | \$36.33 |
| 11/15/21 | 1114034 | MATTHEW GORMLEY | \$121.10 |
| 11/15/21 | 1114035 | SONIA BYRNE | \$29.33 |
| 11/15/21 | 1114036 | TOM HOVDE | \$302.75 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|---------------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/15/21 | 1114037 | JERRY RODRIGUEZ | \$11.98 |
| 11/15/21 | 1114038 | EDMONDS SENIOR CENTER | \$302.75 |
| 11/15/21 | 1114039 | SEBASTIAN KOHLMEIER | \$302.75 |
| 11/15/21 | 1114040 | AMANDA MARLEY | \$121.10 |
| 11/15/21 | 1114041 | PULTE HOMES OF WASHINGTON, INC. | \$147.60 |
| 11/15/21 | 1114042 | MITCH HOMES LLC | \$11.79 |
| 11/15/21 | 1114043 | KEN ROBINSON-ELMSLIE | \$24.22 |
| 11/15/21 | 1114044 | SCOTT HELM | \$12.11 |
| 11/15/21 | 1114045 | DON SHIMKEVICH | \$12.11 |
| 11/15/21 | 1114046 | EDWARD WARTELLE | \$60.55 |
| 11/15/21 | 1114047 | CATHERINE FARREY | \$60.55 |
| 11/15/21 | 1114048 | SUSAN KRAMER | \$60.55 |
| 11/15/21 | 1114049 | JANET HADA | \$60.55 |
| 11/15/21 | 1114050 | MARY SELIG | \$121.10 |
| 11/15/21 | 1114051 | JIM PRICE | \$60.55 |
| 11/15/21 | 1114052 | THEODORE ANDREWS | \$60.55 |
| 11/15/21 | 1114053 | JR ROBERT HARRIS | \$60.55 |
| 11/15/21 | 1114054 | VICKY GIANNELLI | \$24.22 |
| 11/15/21 | 1114055 | LARRY ADAMSON | \$121.10 |
| 11/15/21 | 1114056 | JANNA GROSS | \$217.98 |
| 11/15/21 | 1114057 | REBECCA WOLFE | \$60.55 |
| 11/15/21 | 1114058 | JANET SLEEPER | \$60.55 |
| 11/15/21 | 1114059 | BRENNEN BOUNDS | \$121.10 |
| 11/15/21 | 1114060 | SUZAN ATESER | \$60.55 |
| 11/15/21 | 1114061 | PATRICIA PRENTICE | \$60.55 |
| 11/15/21 | 1114062 | CRAIG BENJAMIN | \$908.25 |
| 11/15/21 | 1114063 | CLIFF GOODELL | \$60.55 |
| 11/15/21 | 1114064 | ERIK THOMPSON | \$302.75 |
| 11/15/21 | 1114065 | KEVIN WALSH | \$60.55 |
| 11/15/21 | 1114066 | MELISSA PARDIKE | \$121.10 |
| 11/15/21 | 1114067 | DEBORAH PFEIFER | \$12.11 |
| 11/15/21 | 1114068 | KATIE TORRES | \$60.55 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|---|-----------------|--------------------------------|------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/15/21 | 1114069 | SOMMER REDDELL | \$45.00 |
| 11/15/21 | 1114070 | CHARLOTTE SHIMKO | \$60.55 |
| 11/15/21 | 1114071 | MATTHEW SKIBA | \$24.22 |
| 11/15/21 | 1114072 | DANIELLE ZAPPARELLI | \$60.55 |
| 11/15/21 | 1114073 | FARRAH DOWNING | \$12.11 |
| 11/15/21 | 1114074 | CLARENCE CARLSON | \$12.11 |
| 11/15/21 | 1114075 | KRISTINE KOLBECK | \$121.10 |
| 11/15/21 | 1114076 | VICTORIA TODY | \$121.10 |
| 11/15/21 | 1114077 | VERN LINDBLAD | \$24.22 |
| 11/15/21 | 1114078 | ALLAN CAMP | \$60.55 |
| 11/15/21 | 1114079 | BARBARA BRADY | \$1,574.30 |
| 11/15/21 | 1114080 | CHRISTIE BUETOW | \$908.25 |
| 11/15/21 | 1114081 | CURTIS KO | \$24.22 |
| 11/15/21 | 1114082 | JAMES MCKNIGHT | \$242.20 |
| 11/15/21 | 1114083 | WILBUR PIERCE | \$302.75 |
| 11/15/21 | 1114084 | MARK AINSWORTH | \$1,574.30 |
| 11/15/21 | 1114085 | SCOTT WHITMORE | \$60.55 |
| 11/15/21 | 1114086 | JOHN GOSE | \$363.30 |
| 11/15/21 | 1114087 | KATHLEEN JONES | \$302.75 |
| 11/15/21 | 1114088 | RACHEL HOLLOWELL | \$60.55 |
| 11/15/21 | 1114089 | TIM MCAFEE | \$121.10 |
| 11/15/21 | 1114090 | DUANE DOW | \$60.55 |
| 11/15/21 | 1114091 | COMMUNITY RESOURCES FOUNDATION | \$5,255.74 |
| 11/15/21 | 1114092 | SAACHA BELGAR | \$12.11 |
| 11/15/21 | 1114093 | JULIE TITONE | \$121.10 |
| 11/15/21 | 1114094 | SANGEETHA SARAN | \$72.66 |
| 11/15/21 | 1114095 | RICHARD LANG | \$12.11 |
| 11/15/21 | 1114096 | EDIE MARRS | \$24.22 |
| 11/15/21 | 1114097 | MATT MCREYNOLDS | \$60.55 |
| 11/15/21 | 1114098 | NATE NEHRING | \$12.11 |
| 11/15/21 | 1114099 | KRISTOFFER ISAAK | \$48.44 |
| 11/15/21 | 1114100 | NADINE TABING | \$12.11 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|--------------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/15/21 | 1114101 | MICHAEL MCDONNELL | \$24.22 |
| 11/15/21 | 1114102 | MARIO BETITA | \$121.10 |
| 11/15/21 | 1114103 | BILLY MURRAY | \$121.10 |
| 11/15/21 | 1114104 | ANITA LEE | \$78.50 |
| 11/15/21 | 1114105 | JAMES HERRLING | \$121.10 |
| 11/15/21 | 1114106 | JOHN GOVAERT | \$187.33 |
| 11/15/21 | 1114107 | TODD SMITH | \$60.55 |
| 11/15/21 | 1114108 | BILL TRUEIT | \$60.55 |
| 11/15/21 | 1114109 | MICHAEL NORRIS | \$121.10 |
| 11/15/21 | 1114110 | ERICH LISH | \$908.25 |
| 11/15/21 | 1114111 | MARC ROSSON | \$60.55 |
| 11/15/21 | 1114112 | SUSAN MAHONEY | \$60.55 |
| 11/15/21 | 1114113 | WENDY WESTBY | \$1,150.45 |
| 11/15/21 | 1114114 | HZ COPPERSTONE APARTMENTS, LLC | \$11.78 |
| 11/15/21 | 1114115 | SIMON DANIELS | \$24.22 |
| 11/15/21 | 1114116 | TABETHA BENNETT | \$12.11 |
| 11/15/21 | 1114117 | SARAH CANN | \$60.55 |
| 11/15/21 | 1114118 | RYAN WEBER | \$24.22 |
| 11/15/21 | 1114119 | ALEKSEI DENISOV | \$12.11 |
| 11/15/21 | 1114120 | COREY HENRY | \$60.55 |
| 11/15/21 | 1114121 | DEBRA BUELL | \$24.22 |
| 11/15/21 | 1114122 | DANIEL SELSOR | \$24.22 |
| 11/15/21 | 1114123 | JOSHUA PARK | \$121.10 |
| 11/15/21 | 1114124 | LORA COX | \$302.75 |
| 11/15/21 | 1114125 | JASON KLEIN | \$242.20 |
| 11/16/21 | 1114126 | ZACHARY SCHULTZ | \$12.17 |
| 11/16/21 | 1114127 | BRIAN RUBLE | \$1,316.09 |
| 11/16/21 | 1114128 | DAVID STAUDINGER | \$118.92 |
| 11/16/21 | 1114129 | KATHY CHUPA | \$67.52 |
| 11/16/21 | 1114130 | REDFINNOW BORROWER LLC | \$23.29 |
| 11/16/21 | 1114131 | FREDERICK WOLF | \$83.77 |
| 11/16/21 | 1114132 | KATHY JONES-BRESSI | \$9.38 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|---|-----------------|---|------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/16/21 | 1114133 | VOID | \$0.00 |
| 11/16/21 | 1114134 | FADY RIAD | \$459.08 |
| 11/16/21 | 1114135 | MARIA HERNANDEZ | \$183.42 |
| 11/16/21 | 1114136 | ELENA KURTZ | \$130.25 |
| 11/16/21 | 1114137 | HADDY JAH | \$82.42 |
| 11/16/21 | 1114138 | JENNIFER LEESE | \$267.43 |
| 11/16/21 | 1114139 | VIVENCIA PERKINS | \$56.06 |
| 11/16/21 | 1114140 | ERIK BRIGHT | \$12.50 |
| 11/16/21 | 1114141 | MILL AT MC 2, LLC | \$5.10 |
| 11/16/21 | 1114142 | KIRSTEN MCKEE | \$398.60 |
| 11/16/21 | 1114143 | CITYCENTER APARTMENTS LYNNWOOD PARTNERS | \$14.61 |
| 11/16/21 | 1114144 | CITYCENTER APARTMENTS LYNNWOOD PARTNERS | \$10.67 |
| 11/16/21 | 1114145 | SARAH CHAMLEY | \$37.23 |
| 11/16/21 | 1114146 | ERIC PAUL | \$57.95 |
| 11/16/21 | 1114147 | ST. JOHN KNITS | \$7.89 |
| 11/17/21 | 1114148 | SUSAN KELLEY | \$465.78 |
| 11/17/21 | 1114149 | DANISE MOISAN | \$1,324.89 |
| 11/17/21 | 1114150 | JOHN BOONE | \$1,062.72 |
| 11/17/21 | 1114151 | ROBERT COOK | \$2,089.98 |
| 11/17/21 | 1114152 | GEORGE SHIELS | \$415.72 |
| 11/17/21 | 1114153 | DEBRA CAMPBELL | \$1,559.04 |
| 11/17/21 | 1114154 | JERADIAH BAUER | \$1,373.82 |
| 11/17/21 | 1114155 | PHILIP SKOOG | \$1,104.30 |
| 11/17/21 | 1114156 | MARK EKMAN | \$1,957.41 |
| 11/17/21 | 1114157 | JOHN DOUGLASS | \$638.40 |
| 11/17/21 | 1114158 | DIANA SCHMID | \$550.70 |
| 11/17/21 | 1114159 | MATTHEW RIGGEN | \$1,710.03 |
| 11/17/21 | 1114160 | JENNIFER ROSS | \$1,177.76 |
| 11/17/21 | 1114161 | R ALLEN SAUNDERS | \$1,811.16 |
| 11/17/21 | 1114162 | JUDY YORK | \$1,600.41 |
| 11/17/21 | 1114163 | ASHLEY GANSER | \$2,046.45 |
| 11/17/21 | 1114164 | RAMAN AGARWAL | \$907.06 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|---|-----------------|--------------------------------|------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/17/21 | 1114165 | SUPERIOR GLAZING SOLUTIONS LLP | \$1,280.52 |
| 11/17/21 | 1114166 | RODNEY COOK | \$1,305.20 |
| 11/17/21 | 1114167 | SHELLY BERRY | \$1,654.08 |
| 11/17/21 | 1114168 | BRAMBLEMIRE INC | \$1,899.00 |
| 11/17/21 | 1114169 | PAULA WEESE | \$130.66 |
| 11/17/21 | 1114170 | BRANDON KING | \$2,216.88 |
| 11/17/21 | 1114171 | SATYA PULUGURTA | \$1,866.06 |
| 11/17/21 | 1114172 | TAKARA NGUYEN | \$43.24 |
| 11/17/21 | 1114173 | ARTHUR BUONAMIA | \$2,054.36 |
| 11/17/21 | 1114174 | MARK EARLY | \$1,369.76 |
| 11/17/21 | 1114175 | AKSHAY SHAH | \$1,389.06 |
| 11/17/21 | 1114176 | RUTH BRANDAL | \$1,059.12 |
| 11/17/21 | 1114177 | JR FRED BARTEL | \$1,605.24 |
| 11/17/21 | 1114178 | ANDRU EDWARDS | \$1,686.58 |
| 11/17/21 | 1114179 | RUSS TILTON | \$1,209.39 |
| 11/17/21 | 1114180 | LINDA UPCHURCH | \$1,212.96 |
| 11/17/21 | 1114181 | RANDY PRUDEN | \$1,502.76 |
| 11/17/21 | 1114182 | LOREN VAN LOO | \$1,547.49 |
| 11/17/21 | 1114183 | MARGARET FYNN | \$2,086.56 |
| 11/17/21 | 1114184 | MARIA COTE | \$2,264.58 |
| 11/17/21 | 1114185 | DOUG MAXFIELD | \$2,154.96 |
| 11/17/21 | 1114186 | SAUL CACERES | \$1,093.32 |
| 11/17/21 | 1114187 | GAIL BLACKSTONE | \$2,704.80 |
| 11/17/21 | 1114188 | SARAH BECK | \$2,279.97 |
| 11/17/21 | 1114189 | SR PATRICK DAY | \$97.66 |
| 11/17/21 | 1114190 | AMY SELLS HAIST | \$2,032.38 |
| 11/17/21 | 1114191 | CAROLE SULLIVAN | \$179.61 |
| 11/17/21 | 1114192 | BENJAMIN MCLAUGHLIN | \$778.86 |
| 11/17/21 | 1114193 | MAKSIM SERGIYENKO | \$1,104.39 |
| 11/17/21 | 1114194 | VIKTORIYA FORTYGIN | \$1,192.86 |
| 11/17/21 | 1114195 | CHRISTINE JOHNSON - BRITSCH | \$1,959.84 |
| 11/17/21 | 1114196 | KOTONG TJOK | \$77.03 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|----------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/17/21 | 1114197 | DANICA EDGINGTON | \$1,989.00 |
| 11/17/21 | 1114198 | SHRADDHA BHARGAVA | \$2,808.54 |
| 11/17/21 | 1114199 | ANNA HAALA | \$1,666.08 |
| 11/17/21 | 1114200 | RICHARD WILSON | \$1,258.32 |
| 11/17/21 | 1114201 | DAVID KNIGHT | \$2,652.93 |
| 11/17/21 | 1114202 | VIGEN ISAKHANYAN | \$745.22 |
| 11/17/21 | 1114203 | CHRISTOPHER LUGO | \$714.52 |
| 11/17/21 | 1114204 | DANIEL LOKIC | \$372.54 |
| 11/17/21 | 1114205 | MANJUNATH VAGADURGI | \$395.46 |
| 11/17/21 | 1114206 | COURTNEY JACOBSON | \$922.68 |
| 11/17/21 | 1114207 | FLORA CHRISTOPHERSON | \$1,231.65 |
| 11/17/21 | 1114208 | JAMIE EASTERLY | \$940.86 |
| 11/17/21 | 1114209 | DONNA ROBERTS | \$1,429.54 |
| 11/17/21 | 1114210 | ANDY SORGEN | \$1,090.26 |
| 11/17/21 | 1114211 | NICK BEAUMONT | \$1,524.96 |
| 11/17/21 | 1114212 | DONALD GEORGE | \$1,998.36 |
| 11/17/21 | 1114213 | ERIN SUTCLIFFE | \$1,962.52 |
| 11/17/21 | 1114214 | ROBERT DAVIS | \$2,242.17 |
| 11/17/21 | 1114215 | CRAIG ARNO | \$1,408.16 |
| 11/17/21 | 1114216 | CHRISTOPHER OXFORD | \$979.20 |
| 11/17/21 | 1114217 | DAVID LANDON | \$1,325.10 |
| 11/17/21 | 1114218 | STELLA KEHOE | \$1,884.24 |
| 11/17/21 | 1114219 | JAMIE MALLAHAN | \$1,852.38 |
| 11/17/21 | 1114220 | THOMAS HARPER | \$1,273.02 |
| 11/17/21 | 1114221 | SUZANNE OVERSVEE | \$1,962.45 |
| 11/17/21 | 1114222 | MICHAEL LEVINE | \$2,514.12 |
| 11/17/21 | 1114223 | CHRISTOPHER CONNAIR | \$945.36 |
| 11/17/21 | 1114224 | SHELLEY MORTINSON | \$1,272.81 |
| 11/17/21 | 1114225 | NICHOLAS MILLER | \$1,273.65 |
| 11/17/21 | 1114226 | NAMITA AGRAWAL | \$1,231.56 |
| 11/17/21 | 1114227 | RUSSELL WILLIAMS | \$887.18 |
| 11/17/21 | 1114228 | LILIA RAKHMET-ZADE | \$1,474.92 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|------------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/17/21 | 1114229 | HYECHI CORPORATION | \$828.32 |
| 11/17/21 | 1114230 | PUNNIYA DHARSHAN GANESAN | \$871.20 |
| 11/17/21 | 1114231 | LARRY CRONIN | \$1,922.97 |
| 11/17/21 | 1114232 | LAURA BALLARD | \$1,999.26 |
| 11/17/21 | 1114233 | VICKI FOX | \$1,738.59 |
| 11/17/21 | 1114234 | KATIE LAMA | \$1,026.48 |
| 11/17/21 | 1114235 | III JOHN CRAMER | \$2,081.70 |
| 11/17/21 | 1114236 | MARK KREUTZ | \$2,484.09 |
| 11/17/21 | 1114237 | LESLIE PARRISH | \$1,122.94 |
| 11/17/21 | 1114238 | KELLY WETSCH | \$1,089.00 |
| 11/17/21 | 1114239 | PATRICIA SMITH | \$304.74 |
| 11/17/21 | 1114240 | MELANIE PETERSON | \$992.88 |
| 11/17/21 | 1114241 | KEITH PAPKA | \$1,948.80 |
| 11/17/21 | 1114242 | MARYKAY VOSS | \$887.40 |
| 11/17/21 | 1114243 | ALAN HYATT | \$1,325.52 |
| 11/17/21 | 1114244 | TRACI FONTYN | \$2,577.33 |
| 11/17/21 | 1114245 | MAUREEN GRAHAM | \$748.98 |
| 11/17/21 | 1114246 | JAMES KASSEBAUM | \$2,573.34 |
| 11/17/21 | 1114247 | RICK JURKOVIC | \$2,121.63 |
| 11/17/21 | 1114248 | ROCHELLE LUBBERS | \$1,841.28 |
| 11/17/21 | 1114249 | CATALINA ANGEL | \$2,189.88 |
| 11/17/21 | 1114250 | JEREMY WILMS | \$742.50 |
| 11/17/21 | 1114251 | WILLIAM PAULSON | \$1,867.53 |
| 11/17/21 | 1114252 | MARIA GARGARI | \$1,740.24 |
| 11/17/21 | 1114253 | JAMIE STOLP | \$775.31 |
| 11/17/21 | 1114254 | EWEN MACAULAY | \$2,621.43 |
| 11/17/21 | 1114255 | JOHN PROBSTFIELD | \$1,853.60 |
| 11/17/21 | 1114256 | TOM CRISP | \$1,819.62 |
| 11/17/21 | 1114257 | PEGGY MILLER | \$1,205.28 |
| 11/17/21 | 1114258 | JEFFREY TIMMERMAN | \$1,402.38 |
| 11/17/21 | 1114259 | HOPEWORKS SOCIAL ENTERPRISES | \$16,236.80 |
| 11/17/21 | 1114260 | AQEEL HUSSAIN | \$15.32 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|---------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/17/21 | 1114261 | MILAN STEFANOVIC | \$858.06 |
| 11/17/21 | 1114262 | JAMES WATKINS | \$2,197.65 |
| 11/17/21 | 1114263 | KIMBERLEE DANIELSON | \$1,949.22 |
| 11/17/21 | 1114264 | STEVEN COTTERILL | \$2,342.97 |
| 11/17/21 | 1114265 | RON PENELERICK | \$2,073.12 |
| 11/17/21 | 1114266 | BRENT WEST | \$779.10 |
| 11/17/21 | 1114267 | LARS LINDHARDT | \$910.40 |
| 11/17/21 | 1114268 | REED GRAPENSTETER | \$1,985.76 |
| 11/17/21 | 1114269 | MICHAEL SMITH | \$611.31 |
| 11/17/21 | 1114270 | MATTHEW PALUCH | \$1,654.74 |
| 11/17/21 | 1114271 | JONATHAN BATES | \$819.54 |
| 11/17/21 | 1114272 | HOWARD HEATH | \$1,128.75 |
| 11/17/21 | 1114273 | CHRISTINE OLDHAM | \$1,265.88 |
| 11/17/21 | 1114274 | JADE NG | \$2,116.59 |
| 11/17/21 | 1114275 | JR CHARLES PITTMAN | \$1,406.79 |
| 11/17/21 | 1114276 | GLORIA BUNKER | \$2,380.68 |
| 11/17/21 | 1114277 | DAVID NIGENDA | \$1,762.04 |
| 11/17/21 | 1114278 | BRAD ROCHON | \$2,284.92 |
| 11/17/21 | 1114279 | LORA HEIN | \$1,086.12 |
| 11/17/21 | 1114280 | RICHARD DEAN | \$1,254.96 |
| 11/17/21 | 1114281 | GARRON HAUN | \$854.91 |
| 11/17/21 | 1114282 | MARK MAGEE | \$592.48 |
| 11/17/21 | 1114283 | SCOTT YANAGIDA | \$1,603.36 |
| 11/17/21 | 1114284 | JOSHUA ARMSTRONG | \$1,403.22 |
| 11/17/21 | 1114285 | NWI TEAM LLC | \$2,335.14 |
| 11/17/21 | 1114286 | JULIA ALLEN | \$2,147.40 |
| 11/17/21 | 1114287 | JOHN RANDLE | \$723.96 |
| 11/17/21 | 1114288 | JOE ZAVAGLIA | \$1,159.20 |
| 11/17/21 | 1114289 | RINDY MILLER | \$8.58 |
| 11/17/21 | 1114290 | BEN DUBOSE | \$637.00 |
| 11/17/21 | 1114291 | GERRY SALVADALENA | \$1,690.50 |
| 11/17/21 | 1114292 | JEREMY JONES | \$135.38 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|---|-----------------|-----------------------------------|-------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/17/21 | 1114293 | PETER MILLIKAN | \$1,254.96 |
| 11/17/21 | 1114294 | PAT MURPHY | \$1,884.24 |
| 11/17/21 | 1114295 | ROBERT CULPEPER | \$93.86 |
| 11/17/21 | 1114296 | LINCOLN HILL RETIREMENT COMMUNITY | \$11,453.20 |
| 11/17/21 | 1114297 | KERRY HORNER | \$1,952.16 |
| 11/17/21 | 1114298 | TIFFANY BIDNE | \$988.74 |
| 11/17/21 | 1114299 | DOUG HERTZOG | \$1,347.48 |
| 11/17/21 | 1114300 | HARRY CUSTER | \$1,399.86 |
| 11/17/21 | 1114301 | PATRICK HAUGSTAD | \$984.78 |
| 11/17/21 | 1114302 | MICHAEL SCANES | \$87.32 |
| 11/17/21 | 1114303 | BRYAN HURT | \$46.62 |
| 11/17/21 | 1114304 | JEFFREY LEHMAN | \$1,948.17 |
| 11/17/21 | 1114305 | PETER CHRISTENSEN | \$2,180.88 |
| 11/17/21 | 1114306 | CHERYL MERCER | \$2,175.60 |
| 11/17/21 | 1114307 | DEREK HUNTER | \$988.02 |
| 11/17/21 | 1114308 | PAMELA PILON | \$1,967.22 |
| 11/17/21 | 1114309 | KATHERINE BROCK | \$238.58 |
| 11/17/21 | 1114310 | CHRISTINE NAULT | \$1,479.06 |
| 11/17/21 | 1114311 | CHRYSTIE SCHMELTER | \$875.52 |
| 11/17/21 | 1114312 | KATHERINE VANBRUSKIRK | \$1,415.61 |
| 11/17/21 | 1114313 | DAVID SWANEY | \$948.36 |
| 11/17/21 | 1114314 | PEGGY WOOD | \$2,453.85 |
| 11/17/21 | 1114315 | STEVE HIMEL | \$1,566.18 |
| 11/17/21 | 1114316 | JAMES DAY | \$1,740.80 |
| 11/17/21 | 1114317 | JOSEPH SANDERS | \$1,616.16 |
| 11/17/21 | 1114318 | LINDA MEYER | \$1,371.02 |
| 11/17/21 | 1114319 | RESIHOME LLC | \$644.91 |
| 11/17/21 | 1114320 | BRYAN MIZE | \$707.22 |
| 11/17/21 | 1114321 | HOYER HOMES LLC | \$14.31 |
| 11/17/21 | 1114322 | STEVE WARNER | \$2,580.90 |
| 11/17/21 | 1114323 | ANNEMARIE GAUDIN | \$1,033.20 |
| 11/17/21 | 1114324 | CORINNE WHITE | \$332.43 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|--------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/17/21 | 1114325 | ROBERT LEWIS | \$1,422.54 |
| 11/17/21 | 1114326 | RHONDA GENDRON | \$291.06 |
| 11/17/21 | 1114327 | DENNIS GOULD | \$1,146.18 |
| 11/17/21 | 1114328 | JACK NUHSE | \$468.38 |
| 11/17/21 | 1114329 | ROCKY LANCASTER | \$2,773.05 |
| 11/17/21 | 1114330 | THAO NGUYEN | \$2,084.25 |
| 11/17/21 | 1114331 | DAVID JUSSERO | \$2,058.21 |
| 11/17/21 | 1114332 | MARK ADAMS | \$1,845.76 |
| 11/17/21 | 1114333 | SPEEDWAY CHEVROLET | \$7,969.12 |
| 11/17/21 | 1114334 | STEVEN GOWEN | \$1,149.54 |
| 11/17/21 | 1114335 | LESTER CAMPBELL | \$1,297.08 |
| 11/17/21 | 1114336 | DONALD BOMBERRY | \$1,215.36 |
| 11/17/21 | 1114337 | JENNIFER MANSSON | \$710.22 |
| 11/17/21 | 1114338 | CURRAN FRITTS | \$879.69 |
| 11/17/21 | 1114339 | JOHN GIBBS | \$683.04 |
| 11/17/21 | 1114340 | LAUREL BALLOU | \$620.34 |
| 11/17/21 | 1114341 | HEATHER PRICE | \$529.56 |
| 11/17/21 | 1114342 | MARK BEALES | \$1,696.50 |
| 11/17/21 | 1114343 | CATHY FLIRIS | \$997.44 |
| 11/17/21 | 1114344 | MEGAN BROPLEH | \$1,351.08 |
| 11/17/21 | 1114345 | SANGITA PATEL | \$2,076.48 |
| 11/17/21 | 1114346 | CHARLES KNOEDLER | \$1,787.31 |
| 11/17/21 | 1114347 | RYAN SNODGRASS | \$448.14 |
| 11/17/21 | 1114348 | TJA LENTZ | \$2,209.41 |
| 11/17/21 | 1114349 | JOSEPH NAWROCKI | \$989.82 |
| 11/17/21 | 1114350 | MIKE CLAYTON | \$43.84 |
| 11/17/21 | 1114351 | GREG DAVIES | \$2,478.42 |
| 11/17/21 | 1114352 | CRAIG GRUEL | \$2,050.65 |
| 11/17/21 | 1114353 | EDDIE OLSON | \$724.50 |
| 11/17/21 | 1114354 | BRYCE RIDDELL | \$2,412.69 |
| 11/17/21 | 1114355 | D KNOBBS | \$1,458.90 |
| 11/17/21 | 1114356 | RICHARD BENEFIEL | \$1,760.36 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|-----------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/17/21 | 1114357 | ANTHONY PEHANICH | \$1,858.29 |
| 11/17/21 | 1114358 | JOHN RUBERO | \$882.63 |
| 11/17/21 | 1114359 | WENDELL JOHNSON | \$1,498.88 |
| 11/17/21 | 1114360 | BENJAMIN MCMAIL | \$643.14 |
| 11/17/21 | 1114361 | MARY MEAD | \$1,146.60 |
| 11/17/21 | 1114362 | KERRY KNIGHT | \$2,088.87 |
| 11/17/21 | 1114363 | DAVID CARMAN | \$405.51 |
| 11/17/21 | 1114364 | MARK CHRISTENSEN | \$1,855.26 |
| 11/17/21 | 1114365 | SALVADOR IXQUEREU | \$100.00 |
| 11/17/21 | 1114366 | JUDY BUSSING | \$1,343.34 |
| 11/17/21 | 1114367 | KIM DANG | \$953.19 |
| 11/17/21 | 1114368 | TARA BRULEY | \$1,885.14 |
| 11/17/21 | 1114369 | SURENDRAN SUBRAMANIAN | \$899.78 |
| 11/17/21 | 1114370 | ERIN ARGUELLES | \$2,492.64 |
| 11/17/21 | 1114371 | RASA RAISYS | \$1,400.56 |
| 11/17/21 | 1114372 | BERYL KNAUTH | \$1,122.66 |
| 11/17/21 | 1114373 | JESSICA BERG | \$1,857.42 |
| 11/17/21 | 1114374 | YVETTE GOODWIN | \$1,588.68 |
| 11/17/21 | 1114375 | LAURENCE MICKELSON | \$928.96 |
| 11/17/21 | 1114376 | EVERETT DE LEON | \$2,037.60 |
| 11/17/21 | 1114377 | WENDY KAY | \$1,188.39 |
| 11/17/21 | 1114378 | PAULA COWDREY | \$1,618.89 |
| 11/17/21 | 1114379 | ERIC JOHNSON | \$1,724.31 |
| 11/17/21 | 1114380 | VERAX CHEMICAL CO | \$5,013.80 |
| 11/17/21 | 1114381 | VERNA SUDBURY | \$1,448.16 |
| 11/17/21 | 1114382 | MARK INGHAM | \$1,215.18 |
| 11/17/21 | 1114383 | WILLIAM KINTNER | \$2,387.16 |
| 11/17/21 | 1114384 | CARL THOMPSON | \$2,157.96 |
| 11/17/21 | 1114385 | CHAPIN SMITH | \$2,067.03 |
| 11/17/21 | 1114386 | MARTIN KORTEKAAS | \$2,169.18 |
| 11/17/21 | 1114387 | DEBBIE CUTTER | \$2,197.86 |
| 11/17/21 | 1114388 | KIRK NORMAND | \$1,909.62 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|---------------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/17/21 | 1114389 | ROBERT SWANSON | \$134.00 |
| 11/17/21 | 1114390 | GUARAVKUMAR GANDHI | \$2,157.12 |
| 11/17/21 | 1114391 | SUSANNAH BANFIELD | \$1,038.42 |
| 11/17/21 | 1114392 | CHRIS O'CONNOR | \$1,762.38 |
| 11/17/21 | 1114393 | LINDA WHITBECK | \$651.70 |
| 11/17/21 | 1114394 | JACQUELINE WOOD | \$1,551.60 |
| 11/17/21 | 1114395 | AN NGUYEN | \$820.62 |
| 11/17/21 | 1114396 | REGINA MOORE | \$2,160.06 |
| 11/17/21 | 1114397 | FAISAL ANJUM | \$2,095.80 |
| 11/17/21 | 1114398 | MICHAEL LOGES | \$1,456.77 |
| 11/17/21 | 1114399 | SUSAN AZNOFF | \$2,552.13 |
| 11/17/21 | 1114400 | TODD BROWN | \$1,241.52 |
| 11/17/21 | 1114401 | ELIZABETH PANTLEY | \$747.20 |
| 11/17/21 | 1114402 | MARY GAY | \$1,668.66 |
| 11/17/21 | 1114403 | RALEIGH STEIN | \$1,011.24 |
| 11/17/21 | 1114404 | KARAMCHAND MUPPIDI | \$1,010.10 |
| 11/17/21 | 1114405 | VICKI ADAMS | \$605.85 |
| 11/17/21 | 1114406 | DAVID BOYER | \$1,946.14 |
| 11/17/21 | 1114407 | ERIK NOYD | \$1,396.36 |
| 11/17/21 | 1114408 | ROBERT LOWE | \$1,809.54 |
| 11/17/21 | 1114409 | JONATHAN HALL | \$1,640.34 |
| 11/17/21 | 1114410 | SANOOP THRIVIKRAMAN NAMPOOTHIRI | \$686.70 |
| 11/17/21 | 1114411 | RUTH SILUE | \$1,031.22 |
| 11/17/21 | 1114412 | THEODORE BROWN | \$1,424.34 |
| 11/17/21 | 1114413 | ROBERT GOTTWALD | \$2,111.40 |
| 11/17/21 | 1114414 | ROBERT MILLER | \$1,614.24 |
| 11/17/21 | 1114415 | CHRISTINE MUONGCHANH | \$586.88 |
| 11/17/21 | 1114416 | KAREN FORESTER | \$1,377.36 |
| 11/17/21 | 1114417 | HARRY LUNDSTROM | \$1,422.00 |
| 11/17/21 | 1114418 | HEATH CALKINS | \$1,736.80 |
| 11/17/21 | 1114419 | NORTH CREEK PRESBYTERIAN CHURCH | \$17,835.12 |
| 11/17/21 | 1114420 | JACK JESSUP | \$1,558.88 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|---|-----------------|------------------------|------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/17/21 | 1114421 | EDMONDS MEDICAL CENTER | \$1,611.54 |
| 11/17/21 | 1114422 | DONALD PATE | \$1,839.78 |
| 11/17/21 | 1114423 | SANDRA RECHEUNGEL | \$839.68 |
| 11/17/21 | 1114424 | LEE FREEMAN | \$2,521.05 |
| 11/17/21 | 1114425 | NICHOLAS PEDDY | \$813.20 |
| 11/17/21 | 1114426 | JANEE BUSSEY | \$946.08 |
| 11/17/21 | 1114427 | DAVID HUMMER | \$1,641.57 |
| 11/17/21 | 1114428 | MARVIN LONG | \$2,130.87 |
| 11/17/21 | 1114429 | JOY MCBRIDE | \$1,311.48 |
| 11/17/21 | 1114430 | GEOFF KENWAY | \$686.42 |
| 11/17/21 | 1114431 | ADAM FRENCH | \$650.79 |
| 11/17/21 | 1114432 | SHARON BAMAGE | \$1,794.66 |
| 11/17/21 | 1114433 | HEATHER PARRISH | \$1,331.54 |
| 11/17/21 | 1114434 | JASON PIERCE | \$2,690.73 |
| 11/17/21 | 1114435 | JENNIFER MURRWEISS | \$2,091.24 |
| 11/17/21 | 1114436 | DAVID MILLER | \$2,266.56 |
| 11/17/21 | 1114437 | BILL RHOADES | \$1,120.86 |
| 11/17/21 | 1114438 | WILLIAM MCCLAIN | \$975.10 |
| 11/17/21 | 1114439 | JOHN FIRST | \$1,098.54 |
| 11/17/21 | 1114440 | GREG BEAR | \$1,139.18 |
| 11/17/21 | 1114441 | BARBARA BOMARC | \$594.72 |
| 11/17/21 | 1114442 | NICHOLAS KELLY | \$1,639.98 |
| 11/17/21 | 1114443 | JACOB THOMAS | \$1,955.66 |
| 11/17/21 | 1114444 | KIP CARVER | \$1,256.92 |
| 11/17/21 | 1114445 | VICTOR GEHLEN | \$1,108.38 |
| 11/17/21 | 1114446 | GEORGE VASIL | \$1,694.88 |
| 11/17/21 | 1114447 | JONATHAN LOHRMANN | \$1,892.52 |
| 11/17/21 | 1114448 | DAVID SUNDQUIST | \$1,689.45 |
| 11/17/21 | 1114449 | JEREMY SCHNEIDER | \$1,866.24 |
| 11/17/21 | 1114450 | NEGEEN SMEDLEY | \$1,027.98 |
| 11/17/21 | 1114451 | RANDALL KING | \$1,625.40 |
| 11/17/21 | 1114452 | MONICA BERNSTEIN | \$1,529.85 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|---------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/17/21 | 1114453 | JESSICA GILLESPIE | \$1,574.08 |
| 11/17/21 | 1114454 | THOMAS ISENHART | \$2,065.32 |
| 11/17/21 | 1114455 | WAYNE BEHNER | \$0.36 |
| 11/17/21 | 1114456 | AMIR ANISSIPOUR | \$1,606.50 |
| 11/17/21 | 1114457 | DIANNE FRAZIER | \$1,083.81 |
| 11/17/21 | 1114458 | DELBERT DOTY | \$2,186.52 |
| 11/17/21 | 1114459 | JEANINE SANCLEMENTE | \$1,170.96 |
| 11/17/21 | 1114460 | PAUL VIJGEN | \$2,407.68 |
| 11/17/21 | 1114461 | DON CHO | \$1,424.78 |
| 11/17/21 | 1114462 | JESSICA ELLERSICK | \$750.54 |
| 11/17/21 | 1114463 | TERESA FOWLER | \$2,124.99 |
| 11/17/21 | 1114464 | ROBERT REICHLE | \$2,596.02 |
| 11/17/21 | 1114465 | L DEAN POPPE | \$1,091.79 |
| 11/17/21 | 1114466 | VLADIMIR BORISOV | \$2,026.92 |
| 11/17/21 | 1114467 | VOID | \$0.00 |
| 11/17/21 | 1114468 | MARYSVILLE SCHOOL DIST 25 | \$1,721.12 |
| 11/17/21 | 1114469 | SHARRIEE LADSON | \$935.46 |
| 11/17/21 | 1114470 | REBECCA JETTE | \$1,556.82 |
| 11/17/21 | 1114471 | JAHTI MANSELLE | \$1,087.59 |
| 11/17/21 | 1114472 | CINDY DIVITA | \$5.57 |
| 11/17/21 | 1114473 | STEPHANIE HEDMAN | \$1,559.88 |
| 11/17/21 | 1114474 | GRAHAM ECCLES | \$2,048.94 |
| 11/17/21 | 1114475 | NATALIE PELERINE | \$885.44 |
| 11/17/21 | 1114476 | MICAH WESSMAN | \$1,248.12 |
| 11/17/21 | 1114477 | ARTUR KEDZIERSKI | \$2,121.63 |
| 11/17/21 | 1114478 | LISA PACE | \$861.28 |
| 11/17/21 | 1114479 | TODD PULLMAN | \$1,160.67 |
| 11/17/21 | 1114480 | MEGAN BARON | \$1,126.23 |
| 11/17/21 | 1114481 | COLIN KREIGER | \$1,299.42 |
| 11/17/21 | 1114482 | CHUCK SCHUFREIDER | \$1,690.38 |
| 11/17/21 | 1114483 | JOEL MILLER | \$1,668.06 |
| 11/17/21 | 1114484 | EILEEN COOPER | \$1,160.16 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|--------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/17/21 | 1114485 | MATTHEW ZELLER | \$2,097.90 |
| 11/17/21 | 1114486 | CAROL SCHRECK | \$1,071.00 |
| 11/17/21 | 1114487 | JAMES SCHRADER | \$2,208.78 |
| 11/17/21 | 1114488 | JOHN CARL MARSHALL | \$384.09 |
| 11/17/21 | 1114489 | STEPHANIE BATES | \$2,581.20 |
| 11/17/21 | 1114490 | DAN HINES | \$2,150.28 |
| 11/17/21 | 1114491 | KRISTEN BENDIXSEN | \$1,608.39 |
| 11/17/21 | 1114492 | DOUGLAS FREYBERG | \$2,581.92 |
| 11/17/21 | 1114493 | MELISSA GOODWIN | \$1,118.16 |
| 11/17/21 | 1114494 | NANCY ANDERSON | \$1,756.26 |
| 11/17/21 | 1114495 | CLAY THOMPSON | \$1,447.74 |
| 11/17/21 | 1114496 | RANDY OBOYLE | \$783.00 |
| 11/17/21 | 1114497 | ERICK OLSON | \$1,896.84 |
| 11/17/21 | 1114498 | MELISSA WHITNEY | \$1,099.26 |
| 11/17/21 | 1114499 | NOLA BOEHM | \$771.04 |
| 11/17/21 | 1114500 | ADAM CLARK | \$2,152.08 |
| 11/17/21 | 1114501 | CINDY ANSELM | \$1,944.81 |
| 11/17/21 | 1114502 | DAVID PARKS | \$1,204.00 |
| 11/17/21 | 1114503 | ROBERT MAYO | \$774.18 |
| 11/17/21 | 1114504 | JODI BAIRD | \$51.81 |
| 11/17/21 | 1114505 | EMILY WICKS | \$2,004.66 |
| 11/17/21 | 1114506 | TERRY LIPPINCOTT | \$1,020.60 |
| 11/17/21 | 1114507 | SYLVIA KESSLER | \$952.35 |
| 11/17/21 | 1114508 | ANTHONY NGUYEN | \$2,170.98 |
| 11/17/21 | 1114509 | STEPHANIE DUNN | \$2,148.12 |
| 11/17/21 | 1114510 | TAYLOR GOODHART | \$1,592.10 |
| 11/17/21 | 1114511 | ANTON BOGDAN | \$1,558.26 |
| 11/17/21 | 1114512 | MARY BEATTIE | \$1,307.70 |
| 11/17/21 | 1114513 | SEYEDMAHDI BADRASA | \$123.36 |
| 11/17/21 | 1114514 | MATTHEW NGUYEN | \$2,258.97 |
| 11/17/21 | 1114515 | CANDICE SMITH | \$1,671.48 |
| 11/17/21 | 1114516 | DEBRA BASSETT | \$1,713.60 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|-----------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/17/21 | 1114517 | MIKKA PARK | \$943.32 |
| 11/17/21 | 1114518 | CARY BRENCHLEY | \$1,340.64 |
| 11/17/21 | 1114519 | DANIEL CHRISTOFFERSON | \$2,209.14 |
| 11/17/21 | 1114520 | ALLYSON RILEY | \$17.40 |
| 11/17/21 | 1114521 | THOMAS SACCO | \$2,172.06 |
| 11/17/21 | 1114522 | MERLIN FORNEY | \$1,167.39 |
| 11/17/21 | 1114523 | CHERI PRUDNICK | \$1,875.72 |
| 11/17/21 | 1114524 | DONALD FLEMING | \$1,792.98 |
| 11/17/21 | 1114525 | MICHAEL LEE | \$2,040.15 |
| 11/17/21 | 1114526 | BRETT GRIFFIN | \$1,908.00 |
| 11/17/21 | 1114527 | PEGGY CANELL | \$2,809.17 |
| 11/17/21 | 1114528 | ALISON SUTTLES | \$328.64 |
| 11/17/21 | 1114529 | DWAYNE HOUSE | \$1,781.85 |
| 11/17/21 | 1114530 | TODD SCHRAM | \$2,178.72 |
| 11/17/21 | 1114531 | ALANA LITTLE | \$1,214.64 |
| 11/17/21 | 1114532 | JIM KUTZ | \$1,833.12 |
| 11/17/21 | 1114533 | DAWNA SANCHEZ | \$1,008.21 |
| 11/17/21 | 1114534 | KEVIN HASKINS | \$1,656.06 |
| 11/17/21 | 1114535 | JOHN DIVELY | \$779.94 |
| 11/17/21 | 1114536 | MARY SCHROEDER | \$95.04 |
| 11/17/21 | 1114537 | HUI ZHANG | \$81.90 |
| 11/17/21 | 1114538 | CATHERINE SANETRA | \$872.46 |
| 11/17/21 | 1114539 | KAREN ERNST | \$1,193.64 |
| 11/17/21 | 1114540 | KEITH HADFIELD | \$1,182.72 |
| 11/17/21 | 1114541 | EDWARD ECKERMAN | \$2,004.87 |
| 11/17/21 | 1114542 | WRAY LARSON | \$1,126.44 |
| 11/17/21 | 1114543 | NARENDRA SINGH | \$1,631.14 |
| 11/17/21 | 1114544 | JEREMY PUSAKULICH | \$2,124.99 |
| 11/17/21 | 1114545 | HEIDI CONAHAN | \$2,057.79 |
| 11/17/21 | 1114546 | LEIGH ANN RUIJTERS | \$1,480.16 |
| 11/17/21 | 1114547 | CHRISTY HARRIS | \$1,095.84 |
| 11/17/21 | 1114548 | NICHOLAS THOMPSON | \$2,090.52 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|---------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/17/21 | 1114549 | VICTOR LIU | \$1,523.36 |
| 11/17/21 | 1114550 | BRIAN GRANT | \$2,516.22 |
| 11/17/21 | 1114551 | CPI-GREP AA I LYNNWOOD LP | \$15.73 |
| 11/17/21 | 1114552 | MAQBOOL MALIK | \$2,080.48 |
| 11/17/21 | 1114553 | EDWARD MADURA | \$2,029.14 |
| 11/17/21 | 1114554 | BHARGHAV SABBINENI | \$1,884.96 |
| 11/17/21 | 1114555 | BRET EDWARDS | \$2,116.44 |
| 11/17/21 | 1114556 | ERIC ALLAN | \$1,451.88 |
| 11/17/21 | 1114557 | JOE BIWER | \$1,006.74 |
| 11/17/21 | 1114558 | BEN WEIGEL | \$1,314.18 |
| 11/17/21 | 1114559 | CHANDRA PRAKASH GARG | \$54.88 |
| 11/17/21 | 1114560 | YAN CHEN | \$57.33 |
| 11/17/21 | 1114561 | ASHLEY MAI | \$2,202.69 |
| 11/17/21 | 1114562 | COLLIN GOLDEN | \$54.49 |
| 11/17/21 | 1114563 | RAVITEJA BELLAM | \$97.36 |
| 11/17/21 | 1114564 | CHRIS COOK | \$1,921.50 |
| 11/17/21 | 1114565 | CRAIG HAUGSTAD | \$1,409.58 |
| 11/17/21 | 1114566 | WENDY JOHNSON | \$2,055.06 |
| 11/17/21 | 1114567 | GARY MACDONALD | \$2,063.70 |
| 11/17/21 | 1114568 | LONE HOLT | \$525.00 |
| 11/17/21 | 1114569 | LOUIS SAEKOW | \$4,048.96 |
| 11/17/21 | 1114570 | ERIK MEYER | \$1,613.78 |
| 11/17/21 | 1114571 | BETH COURTNEY | \$1,462.19 |
| 11/17/21 | 1114572 | AMBER KINTNER | \$1,134.72 |
| 11/17/21 | 1114573 | HEATHER NORDELL | \$1,953.42 |
| 11/17/21 | 1114574 | SANDRA BENNETT | \$966.42 |
| 11/17/21 | 1114575 | LARA POHL | \$1,592.85 |
| 11/17/21 | 1114576 | DAVID BEARDSLEY | \$2,155.86 |
| 11/17/21 | 1114577 | ALVARO GARAY | \$1,976.58 |
| 11/17/21 | 1114578 | TRAVIS STANTON | \$2,819.04 |
| 11/17/21 | 1114579 | KURTIS STORY | \$633.78 |
| 11/17/21 | 1114580 | MICHAEL POLLI | \$1,317.96 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|-----------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/17/21 | 1114581 | DONALD FAULKNER | \$1,966.44 |
| 11/17/21 | 1114582 | ALTES HAUS LLC | \$985.32 |
| 11/17/21 | 1114583 | DOUGLAS ROBECK | \$1,864.38 |
| 11/17/21 | 1114584 | ISABEL BULL | \$1,489.68 |
| 11/17/21 | 1114585 | SAMANTHA LEE | \$1,326.40 |
| 11/17/21 | 1114586 | ROSALINDA SANCHEZ | \$1,355.58 |
| 11/17/21 | 1114587 | JANETTE RONQUILLO | \$883.32 |
| 11/17/21 | 1114588 | MATTHEW STOU DT | \$1,653.33 |
| 11/17/21 | 1114589 | MICHAEL MC EACHERN | \$216.18 |
| 11/17/21 | 1114590 | KELLY ENGELBRACHT | \$1,546.44 |
| 11/17/21 | 1114591 | LEONA BENSON | \$1,211.14 |
| 11/17/21 | 1114592 | SUZANNE LYNN | \$2,285.22 |
| 11/17/21 | 1114593 | RICHARD MCGUIRE | \$815.01 |
| 11/17/21 | 1114594 | SUSAN MCMANAMEN | \$1,153.44 |
| 11/17/21 | 1114595 | MIKE OWEN | \$1,344.21 |
| 11/17/21 | 1114596 | JEFFERY SCHEMPP | \$871.08 |
| 11/17/21 | 1114597 | SLAVIK YAKOBCHUK | \$1,863.75 |
| 11/17/21 | 1114598 | DAN STROHL | \$1,556.52 |
| 11/17/21 | 1114599 | MICHAEL HALL | \$1,264.50 |
| 11/17/21 | 1114600 | YVETTE SANCHEZ | \$1,104.81 |
| 11/17/21 | 1114601 | GARY PARKER | \$891.72 |
| 11/17/21 | 1114602 | HEI HO LIMITED LLC | \$18.53 |
| 11/17/21 | 1114603 | ANDREW STEVERMER | \$1,453.86 |
| 11/17/21 | 1114604 | MARK BROCIOS | \$2,615.97 |
| 11/17/21 | 1114605 | THOMAS DELLAY | \$1,629.90 |
| 11/17/21 | 1114606 | TODD M GRAY | \$1,727.10 |
| 11/17/21 | 1114607 | STEPHANIE KOLB | \$965.37 |
| 11/17/21 | 1114608 | FRANK LAFAVE | \$1,449.21 |
| 11/17/21 | 1114609 | TIMOTHY TREPTOW | \$1,537.83 |
| 11/17/21 | 1114610 | ABHISHEK SINGH BAGHEL | \$1,156.96 |
| 11/17/21 | 1114611 | ADRIAN ALDINGER | \$1,643.04 |
| 11/17/21 | 1114612 | MARY SHANK | \$1,802.85 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|---|-----------------|-------------------|------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/17/21 | 1114613 | LISA COLE | \$1,835.82 |
| 11/17/21 | 1114614 | NOEL IMFELD | \$681.66 |
| 11/17/21 | 1114615 | GULSHAN KHARBANDA | \$912.66 |
| 11/17/21 | 1114616 | MICHAEL PRIHODA | \$1,955.31 |
| 11/17/21 | 1114617 | LOUISE SILVA | \$1,062.40 |
| 11/17/21 | 1114618 | SARAH MITCHELL | \$1,844.82 |
| 11/17/21 | 1114619 | PUGET PARK LLC | \$1,454.53 |
| 11/17/21 | 1114620 | PEGGY HUGHES | \$1,029.06 |
| 11/17/21 | 1114621 | CHRISTOPHER BEH | \$1,069.56 |
| 11/17/21 | 1114622 | WENDY FORD | \$1,000.86 |
| 11/17/21 | 1114623 | KEITH JOHNSON | \$2,892.54 |
| 11/17/21 | 1114624 | SHANA SWANSON | \$1,361.88 |
| 11/17/21 | 1114625 | PATRICIA RAMEY | \$1,339.02 |
| 11/17/21 | 1114626 | GREG BEAR | \$467.18 |
| 11/17/21 | 1114627 | JEREMY FOGLESONG | \$435.75 |
| 11/17/21 | 1114628 | SANDRA CENTALA | \$1,602.93 |
| 11/17/21 | 1114629 | JASON HOLLAND | \$2,131.38 |
| 11/17/21 | 1114630 | JOSEPH CATALINI | \$228.16 |
| 11/17/21 | 1114631 | ROD MCGILLIVRAY | \$2,369.85 |
| 11/17/21 | 1114632 | LAURI HARPER | \$1,165.50 |
| 11/17/21 | 1114633 | MICHAEL BALL | \$729.18 |
| 11/17/21 | 1114634 | RUSSELL OLIVER | \$1,250.40 |
| 11/17/21 | 1114635 | PHILIP BLY | \$1,615.04 |
| 11/17/21 | 1114636 | ASHLEY GARIBALDI | \$841.14 |
| 11/17/21 | 1114637 | RACHELL HELLE | \$2,286.72 |
| 11/17/21 | 1114638 | ALYSSA STICKNEY | \$1,996.47 |
| 11/17/21 | 1114639 | ANANDA FARMS, LLC | \$723.36 |
| 11/17/21 | 1114640 | BRIANNA BROXSON | \$1,404.72 |
| 11/17/21 | 1114641 | CHRIS NASTOS | \$1,255.38 |
| 11/17/21 | 1114642 | ANNE BUSH | \$759.60 |
| 11/17/21 | 1114643 | COREY SHAY | \$690.62 |
| 11/17/21 | 1114644 | GLENDA KRULL | \$1,594.11 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|---|-----------------|---------------------|------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/17/21 | 1114645 | STEPHANIE HOVERSON | \$1,685.34 |
| 11/17/21 | 1114646 | SUSAN OSBORN | \$1,918.26 |
| 11/17/21 | 1114647 | JEFFREY THOMPSON | \$695.84 |
| 11/17/21 | 1114648 | OLIVIA FRAUENDIENST | \$116.53 |
| 11/17/21 | 1114649 | HEATHER LESLEA | \$824.46 |
| 11/17/21 | 1114650 | JAMES BOWMAN | \$191.38 |
| 11/17/21 | 1114651 | NANCY WILLIAMS | \$1,822.10 |
| 11/17/21 | 1114652 | TANYA MARKHAM | \$1,550.43 |
| 11/17/21 | 1114653 | BRIDGET WISNIEWSKI | \$1,194.69 |
| 11/17/21 | 1114654 | LEIGH BUCHAN HARVEY | \$1,017.87 |
| 11/17/21 | 1114655 | JAMES BALCH | \$1,713.60 |
| 11/17/21 | 1114656 | YVONNE CONNELLY | \$1,539.72 |
| 11/17/21 | 1114657 | PATRICIA DAVIS | \$1,116.18 |
| 11/17/21 | 1114658 | MICHEL TENNY SMITH | \$1,047.69 |
| 11/17/21 | 1114659 | KIMBERLY OSTMAN | \$1,251.18 |
| 11/17/21 | 1114660 | MICHAEL LEWIS | \$788.04 |
| 11/17/21 | 1114661 | PAT DARRAH | \$619.20 |
| 11/17/21 | 1114662 | CHAD HUFFMAN | \$100.00 |
| 11/17/21 | 1114663 | JOHN TWOHY | \$2,031.84 |
| 11/17/21 | 1114664 | GAURAV SHARMA | \$1,272.32 |
| 11/17/21 | 1114665 | GERALD SELDON | \$0.18 |
| 11/17/21 | 1114666 | MELODIE GARRISON | \$2,156.40 |
| 11/17/21 | 1114667 | IAN ENDER | \$924.84 |
| 11/17/21 | 1114668 | SHAWNA LEE | \$2,358.93 |
| 11/17/21 | 1114669 | PAIGE LEWIS | \$2,634.45 |
| 11/17/21 | 1114670 | DAVID ALLENDER | \$1,902.78 |
| 11/17/21 | 1114671 | MATT KAHLER | \$2,068.92 |
| 11/17/21 | 1114672 | SEUNG YOO | \$1,736.10 |
| 11/17/21 | 1114673 | NICK ROCCA | \$346.64 |
| 11/17/21 | 1114674 | RACHEL JACOBS | \$896.58 |
| 11/17/21 | 1114675 | DARLENE CASTLE | \$749.52 |
| 11/17/21 | 1114676 | WESLEY FRAZIER | \$2,298.60 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|---|-----------------|-------------------------|------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/17/21 | 1114677 | DWIGHT BICKEL | \$1,627.74 |
| 11/17/21 | 1114678 | FRANCES FORSYTHE | \$1,478.40 |
| 11/17/21 | 1114679 | KEVIN SUMMERS | \$1,983.42 |
| 11/17/21 | 1114680 | DEBRA NORTHEY | \$2,097.69 |
| 11/17/21 | 1114681 | BILL SCHOENBACHLER | \$1,099.20 |
| 11/17/21 | 1114682 | GREG KANEHEN | \$1,266.84 |
| 11/17/21 | 1114683 | RANDOLPH BRASFIELD | \$2,130.66 |
| 11/17/21 | 1114684 | LYNDA REYNOLDS | \$2,243.01 |
| 11/17/21 | 1114685 | LINDA PARKER | \$978.48 |
| 11/17/21 | 1114686 | LYDIA DOUGLAS | \$1,022.04 |
| 11/17/21 | 1114687 | SEAN LAGHAEIAN | \$1,261.44 |
| 11/17/21 | 1114688 | MD JEFFREY HART | \$1,979.84 |
| 11/17/21 | 1114689 | JASON RUECKERT | \$2,069.34 |
| 11/17/21 | 1114690 | TODD HA | \$1,618.72 |
| 11/17/21 | 1114691 | JESSICA FRANK | \$1,028.79 |
| 11/17/21 | 1114692 | RONALD UHLMAN | \$950.56 |
| 11/17/21 | 1114693 | MICHAEL OLEJNICZAK | \$1,041.18 |
| 11/17/21 | 1114694 | ARNOLD LEE | \$1,059.03 |
| 11/17/21 | 1114695 | SUJIT VATTENKY | \$1,884.68 |
| 11/17/21 | 1114696 | BRIAN DEMEERLEER | \$2,185.92 |
| 11/17/21 | 1114697 | KIMBERLY MARSULA | \$1,265.94 |
| 11/17/21 | 1114698 | LUCAS WHEELER | \$177.86 |
| 11/18/21 | 1114699 | WAYNE ZHENG | \$28.43 |
| 11/18/21 | 1114700 | BRIAN GRUEN | \$227.41 |
| 11/18/21 | 1114701 | DRAVERS L.L.C. | \$292.65 |
| 11/18/21 | 1114702 | CHRISTOPHER CHARPENTIER | \$848.88 |
| 11/18/21 | 1114703 | FRANK DEARMAN | \$170.02 |
| 11/18/21 | 1114704 | DOROTHY SMITH | \$395.67 |
| 11/18/21 | 1114705 | GATEWAY LLC | \$27.20 |
| 11/18/21 | 1114706 | DEREK WALLIN | \$35.61 |
| 11/18/21 | 1114707 | BOYANG XU | \$144.56 |
| 11/18/21 | 1114708 | JOHN EVANS | \$135.70 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|-----------------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/18/21 | 1114709 | GINA POULSON | \$110.33 |
| 11/18/21 | 1114710 | DONALD MCINTYRE | \$701.43 |
| 11/18/21 | 1114711 | FURST CONSTRUCTION | \$71.98 |
| 11/18/21 | 1114712 | LOIS ANDERSON | \$47.87 |
| 11/18/21 | 1114713 | LAWRENCE SULLIVAN | \$50.11 |
| 11/18/21 | 1114714 | LAKESIDE APARTMENT ASSOCIATES LLC | \$12.26 |
| 11/18/21 | 1114715 | ANDREW MCNIECE | \$219.22 |
| 11/18/21 | 1114716 | CHARLENE VAN ROSSEN | \$32.46 |
| 11/18/21 | 1114717 | NSYJ CORPORATION | \$10.30 |
| 11/18/21 | 1114718 | SHARONNE WHIGHAM | \$63.49 |
| 11/18/21 | 1114719 | LENNAR NORTHWEST INC | \$94.30 |
| 11/18/21 | 1114720 | QUILCEDA ESTATES LLC | \$73.46 |
| 11/18/21 | 1114721 | DEAL ENTERPRISES | \$46.11 |
| 11/18/21 | 1114722 | HZ MAPLE GLEN APARTMENTS LLC | \$16.23 |
| 11/18/21 | 1114723 | PAUL VINGO | \$9.39 |
| 11/18/21 | 1114724 | BARBARA PHILLIPS | \$95.80 |
| 11/18/21 | 1114725 | JONATHAN EVANS | \$44.49 |
| 11/18/21 | 1114726 | HUI XU | \$74.71 |
| 11/19/21 | 1114727 | JAMES ROWLEY | \$21.29 |
| 11/19/21 | 1114728 | MINH TRUONG | \$18.19 |
| 11/19/21 | 1114729 | HUI XU | \$56.31 |
| 11/19/21 | 1114730 | ANIKA SAKODA | \$29.75 |
| 11/19/21 | 1114731 | KAYLIE MORGAN | \$97.28 |
| 11/19/21 | 1114732 | LINDA QUACH | \$29.10 |
| 11/19/21 | 1114733 | JACK HENKLE | \$118.41 |
| 11/19/21 | 1114734 | JACK FITZGERALD | \$56.65 |
| 11/19/21 | 1114735 | KRISTOPHER HERDECK | \$644.63 |
| 11/19/21 | 1114736 | METER AT 4632 FOWLER, LLC | \$21.71 |
| 11/19/21 | 1114737 | ROD GLASSETT | \$33.97 |
| 11/19/21 | 1114738 | ANGELA PHIPPS | \$8.09 |
| 11/19/21 | 1114739 | BEL SNOHOMISH HOLDINGS LLC | \$24.78 |
| 11/19/21 | 1114740 | CASEY MCCONVILLE | \$86.22 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|--|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/19/21 | 1114741 | MONTE HACK | \$120.95 |
| 11/19/21 | 1114742 | MICHELE STOWELL | \$630.27 |
| 11/22/21 | 1114743 | MELISSA MINNIHAN | \$13.17 |
| 11/22/21 | 1114744 | MICHAEL LAKUS | \$38.18 |
| 11/22/21 | 1114745 | SHANNON MCINTIRE | \$81.12 |
| 11/22/21 | 1114746 | BAY COURT AT HARBOUR POINTE | \$11.09 |
| 11/22/21 | 1114747 | RONNA HILSINGER | \$20.00 |
| 11/22/21 | 1114748 | TERI BOSCH | \$60.25 |
| 11/22/21 | 1114749 | UN DENNENY | \$43.00 |
| 11/22/21 | 1114750 | INNOVATIVE ELECTRIC INC | \$227.62 |
| 11/22/21 | 1114751 | MACKENZIE DEITZ | \$280.34 |
| 11/22/21 | 1114752 | WESTERN BLOSSOM HILL INVESTORS, LP | \$40.77 |
| 11/22/21 | 1114753 | SUSAN HUFFAKER | \$17.66 |
| 11/22/21 | 1114754 | GILBERT BROTHERS PROPERTY MANAGEMENT LLC | \$36.87 |
| 11/22/21 | 1114755 | FREDERICK WOLF | \$56.27 |
| 11/22/21 | 1114756 | EDNA S REYES | \$268.22 |
| 11/23/21 | 1114757 | BASIL BADLEY | \$121.53 |
| 11/23/21 | 1114758 | TAUNYA METZ | \$22.46 |
| 11/23/21 | 1114759 | TREVOR HASS | \$21.79 |
| 11/23/21 | 1114760 | GERALD METZ | \$151.23 |
| 11/23/21 | 1114761 | GERMAN GALINDO | \$181.76 |
| 11/23/21 | 1114762 | REBECCA BEDWELL | \$105.71 |
| 11/23/21 | 1114763 | WESTERN BLOSSOM HILL INVESTORS, LP | \$23.92 |
| 11/23/21 | 1114764 | OLIVIA CHOMTHONG | \$210.85 |
| 11/23/21 | 1114765 | TANMAY BAID | \$37.16 |
| 11/23/21 | 1114766 | VERNON MOON | \$78.26 |
| 11/23/21 | 1114767 | ANTHONY URIE | \$495.89 |
| 11/23/21 | 1114768 | ALEX HAILEY | \$88.91 |
| 11/23/21 | 1114769 | PAT MILTENBERGER | \$68.50 |
| 11/23/21 | 1114770 | KILEE GREEN | \$133.71 |
| 11/23/21 | 1114771 | YEVGENIY STEPANOV | \$31.83 |
| 11/23/21 | 1114772 | DEBBIE PAYNE | \$158.19 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|---|-----------------|-------------------------------|----------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/23/21 | 1114773 | MARISSA GUTIERREZ | \$933.72 |
| 11/23/21 | 1114774 | MATTHEW PHILLIPS | \$66.40 |
| 11/23/21 | 1114775 | CRAIG EARP | \$326.11 |
| 11/23/21 | 1114776 | GINA RUTTER | \$28.25 |
| 11/23/21 | 1114777 | GEORGIA JUTTNER | \$13.49 |
| 11/23/21 | 1114778 | SMKIMS LLC | \$186.54 |
| 11/23/21 | 1114779 | DMITRIY FORTYGIN | \$31.29 |
| 11/23/21 | 1114780 | ALLEGRO AT ASH CREEK LLC | \$661.07 |
| 11/23/21 | 1114781 | COAST WORKPLACE SOLUTIONS LLC | \$29.92 |
| 11/23/21 | 1114782 | CLARE SCHULKE | \$105.07 |
| 11/23/21 | 1114783 | SKYLER REDDING | \$86.02 |
| 11/23/21 | 1114784 | KAYURA MUHIGIRWA JACQUES | \$98.49 |
| 11/23/21 | 1114785 | JORGE SAQUIC SALAMANCA | \$94.50 |
| 11/23/21 | 1114786 | PACIFIC RIDGE - DRH, LLC | \$26.11 |
| 11/23/21 | 1114787 | TERRY GODFERY | \$255.17 |
| 11/23/21 | 1114788 | ERIN PLUMACHER | \$230.97 |
| 11/23/21 | 1114789 | CHURCH OF CHRIST | \$8.28 |
| 11/23/21 | 1114790 | CHAD AIKEN | \$140.60 |
| 11/23/21 | 1114791 | PATRICIA MUNCEY | \$26.27 |
| 11/23/21 | 1114792 | TRAVIS MILLS | \$730.52 |
| 11/23/21 | 1114793 | BARBARA WOLVEN | \$58.74 |
| 11/23/21 | 1114794 | DEISY CORDOVA ALAS | \$93.50 |
| 11/23/21 | 1114795 | FRANCES TRUJILLO | \$114.00 |
| 11/23/21 | 1114796 | RACHEL MACIAS | \$144.30 |
| 11/23/21 | 1114797 | TAYLER WILSON | \$89.03 |
| 11/23/21 | 1114798 | REVAN SUNKEL | \$13.45 |
| 11/23/21 | 1114799 | DIANA CLAPPER | \$56.27 |
| 11/23/21 | 1114800 | FREDERICK MACBETH | \$442.56 |
| 11/23/21 | 1114801 | PATRICIA MEADOWS | \$78.54 |
| 11/23/21 | 1114802 | MARCO PEREZ ALVAREZ | \$53.81 |
| 11/23/21 | 1114803 | ZO PERKO | \$148.82 |
| 11/23/21 | 1114804 | GRANDVIEW NORTH LLC | \$7.87 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|--|------------------------|-----------------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/23/21 | 1114805 | ROBECKA BATES | \$29.00 |
| 11/23/21 | 1114806 | BRANDON MONTOYA | \$74.53 |
| 11/23/21 | 1114807 | PSCC HOMES LLC | \$12.62 |
| 11/23/21 | 1114808 | LYNNE MIDYETTE | \$116.16 |
| 11/23/21 | 1114809 | GERALD METZ | \$29.84 |
| 11/23/21 | 1114810 | EMILIA SANCHEZ CAMACHO | \$94.42 |
| 11/23/21 | 1114811 | CRESTON PERKINS | \$198.53 |
| 11/23/21 | 1114812 | DAVID PATTON | \$826.29 |
| 11/23/21 | 1114813 | NOBLE INVESTMENT ENTERPRISE LLC | \$173.06 |
| 11/23/21 | 1114814 | CHRISTOPHER CARL | \$197.99 |
| 11/23/21 | 1114815 | ELAINE NERLAND | \$87.05 |
| 11/23/21 | 1114816 | COLTON FERRO | \$176.70 |
| 11/23/21 | 1114817 | JORDYN TURNER | \$546.79 |
| 11/23/21 | 1114818 | MARK NAEA | \$187.09 |
| 11/23/21 | 1114819 | 20209WY-02, LLC | \$882.89 |
| 11/24/21 | 1114820 | RICHMOND AMERICAN HOMES OF WA INC | \$50.25 |
| 11/24/21 | 1114821 | TATYANA KENEY | \$87.36 |
| 11/24/21 | 1114822 | CHRISTINE BUTTELMAN | \$75.65 |
| 11/24/21 | 1114823 | CAPRCORPIO III LLC | \$61.68 |
| 11/24/21 | 1114824 | RICHMOND AMERICAN HOMES OF WA INC | \$67.33 |
| 11/24/21 | 1114825 | PO LLC | \$6.45 |
| 11/24/21 | 1114826 | RM HOMES | \$30.91 |
| 11/24/21 | 1114827 | ANDREW ROSENTHAL | \$134.83 |
| 11/24/21 | 1114828 | ANNE DUNN | \$95.71 |
| 11/24/21 | 1114829 | GOTTFRIED TABERT | \$84.71 |
| 11/24/21 | 1114830 | RICHMOND AMERICAN HOMES OF WA INC | \$73.40 |
| 11/24/21 | 1114831 | ELIZABETH MONTIEL | \$7.41 |
| 11/24/21 | 1114832 | LAKE REAL ESTATE INVESTMENTS LLC | \$133.74 |
| 11/24/21 | 1114833 | BORAN KEO | \$36.75 |
| 11/24/21 | 1114834 | ELIAZAR FRIAS TREMILLO | \$65.52 |
| 11/24/21 | 1114835 | CLIFFORD HELLMAN | \$23.56 |
| 11/24/21 | 1114836 | MILL AT MC 1 LLC | \$120.52 |

Detailed Disbursement Report

| Revolving Fund - Customer Refunds, Incentives and Other | | | |
|---|-----------------|---------------------------------|------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/24/21 | 1114837 | MSVEF-MF HUNTINGTON PARK WA LP | \$54.51 |
| 11/24/21 | 1114838 | TALUSWOOD APARTMENTS OWNER LLC | \$5.48 |
| 11/24/21 | 1114839 | TALUSWOOD APARTMENTS OWNER LLC | \$42.29 |
| 11/24/21 | 1114840 | SANDRA KELLIHER WEINHARDT | \$30.00 |
| 11/24/21 | 1114841 | DANIEL WELCH | \$129.09 |
| 11/24/21 | 1114842 | CASSIE HUFF | \$260.70 |
| 11/24/21 | 1114843 | HOAI NGUYEN | \$350.49 |
| 11/24/21 | 1114844 | RM HOMES | \$28.62 |
| 11/24/21 | 1114845 | DANIEL PITTMAN | \$46.50 |
| 11/24/21 | 1114846 | LUIZ SHIGETOMI | \$2,789.74 |
| 11/24/21 | 1114847 | MITCH MALEY | \$30.51 |
| 11/24/21 | 1114848 | KARI ARMSTRONG | \$132.44 |
| 11/24/21 | 1114849 | TRUCKCARE LLC | \$98.51 |
| 11/24/21 | 1114850 | SOUND NUTRITION COUNSELING PLLC | \$39.75 |
| 11/24/21 | 1114851 | ANGELINA CERVANTES | \$59.78 |
| 11/24/21 | 1114852 | NEVEAH RICHARD | \$92.42 |
| 11/24/21 | 1114853 | NEEMA LUMONA | \$73.77 |
| 11/24/21 | 1114854 | CHANTHAN YIN | \$26.77 |

Total: \$964,429.65

Detailed Disbursement Report

| Revolving Fund - Electronic Customer Refunds | | | |
|---|------------------------|------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/8/21 | 000203164716 | MARINA SADEK | \$128.61 |
| 11/8/21 | 000203164717 | BRENDEN MARTIN | \$146.71 |
| 11/8/21 | 000203164718 | EMMALINE ALBRIGHT | \$151.76 |
| 11/8/21 | 000203164719 | MICHAEL WILLIAMS | \$92.10 |
| 11/8/21 | 000203164720 | JENNIFER PENALOZA | \$86.57 |
| 11/8/21 | 000203164721 | HENRY HUNGER | \$9.32 |
| 11/8/21 | 000203164722 | FARAZ AHMED | \$32.03 |
| 11/8/21 | 000203164723 | JESSE NORTON | \$47.02 |
| 11/8/21 | 000203164724 | RENISE BURPEE | \$37.72 |
| 11/8/21 | 000203164725 | ELISABETH CHAPMAN | \$43.41 |
| 11/8/21 | 000203164726 | MARTHA MACABARE | \$45.59 |
| 11/8/21 | 000203164727 | DIANA YATES | \$13.34 |
| 11/8/21 | 000203164728 | MOHAMMED SIDDIQUE | \$23.24 |
| 11/9/21 | 000203172689 | REUBEN CAMPBELL | \$152.78 |
| 11/9/21 | 000203172690 | NIKHIL MITTAPALLY | \$125.09 |
| 11/9/21 | 000203172691 | BETTYLOU CLOSE | \$51.23 |
| 11/9/21 | 000203172692 | BETTYLOU CLOSE | \$52.00 |
| 11/9/21 | 000203172693 | PATTI KNUTSON | \$77.73 |
| 11/9/21 | 000203172694 | SUE ENGLERT | \$26.99 |
| 11/9/21 | 000203172695 | LAWRENCE BROOKOVER | \$12.76 |
| 11/9/21 | 000203172696 | BRITNEY GUSKE | \$41.80 |
| 11/9/21 | 000203172697 | RICHARD SIMMONS | \$279.00 |
| 11/9/21 | 000203172698 | SUE YIM | \$42.22 |
| 11/9/21 | 000203172699 | MARY ANN KERRIGAN | \$1,034.10 |
| 11/9/21 | 000203172700 | ESTRELLA MENDEZ-ALONSO | \$382.30 |
| 11/9/21 | 000203172701 | NATHAN LYONS | \$92.97 |
| 11/10/21 | 000203181397 | DANIEL MCARTHUR | \$81.63 |
| 11/10/21 | 000203181398 | MICHAEL COOPER | \$8.13 |
| 11/10/21 | 000203181399 | INGRID RORABACK | \$255.63 |
| 11/10/21 | 000203181400 | MICHAEL GOLDADE | \$11.52 |
| 11/10/21 | 000203181401 | JEAN KALKBRENNER | \$10.35 |
| 11/10/21 | 000203181402 | THEODORE GRAVES | \$61.47 |

Detailed Disbursement Report

| Revolving Fund - Electronic Customer Refunds | | | |
|---|------------------------|-------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/10/21 | 000203181403 | IN KIM | \$15.93 |
| 11/12/21 | 000203193979 | ALI MCGUIRE | \$41.53 |
| 11/12/21 | 000203193980 | GUIN SHABO | \$20.30 |
| 11/12/21 | 000203193981 | MANDY BETZ | \$5.58 |
| 11/12/21 | 000203193982 | BRANDEN LOPEZ | \$33.49 |
| 11/12/21 | 000203193983 | SANG JANG | \$67.22 |
| 11/12/21 | 000203193984 | DARIEN DAVIS | \$52.06 |
| 11/15/21 | 000203209926 | MEGAN NELSON | \$134.08 |
| 11/15/21 | 000203209927 | JAEDA DIXON | \$143.87 |
| 11/15/21 | 000203209928 | OLGA DOROFEEVA | \$247.15 |
| 11/15/21 | 000203209929 | DAVID NELSON | \$241.09 |
| 11/15/21 | 000203209930 | NELYA SEMENYUK | \$22.40 |
| 11/15/21 | 000203209931 | HANS HERRMANN | \$16.12 |
| 11/15/21 | 000203209932 | NARISSA HOWATSON | \$9.84 |
| 11/15/21 | 000203209933 | HU KIM | \$47.65 |
| 11/15/21 | 000203209934 | KELLY LAFOND | \$10.51 |
| 11/15/21 | 000203209935 | HANS HERRMANN | \$134.06 |
| 11/15/21 | 000203209936 | RUBEN CORDON | \$74.69 |
| 11/15/21 | 000203209937 | KAORI KERR | \$39.41 |
| 11/15/21 | 000203209938 | JASON ADAMS | \$35.89 |
| 11/15/21 | 000203209939 | DALYNNE SINGLETON | \$42.19 |
| 11/15/21 | 000203209940 | REYNALDO REMEDIO | \$76.27 |
| 11/15/21 | 000203209941 | CINDY FULLER | \$76.18 |
| 11/15/21 | 000203209942 | SWANIE STORAY | \$27.67 |
| 11/15/21 | 000203209943 | VINAY KABDE | \$45.01 |
| 11/15/21 | 000203209944 | JOEL HARRIS | \$71.35 |
| 11/16/21 | 000203214620 | ERIC WILBURN | \$33.79 |
| 11/16/21 | 000203214621 | ELIJAH NIXON | \$61.36 |
| 11/16/21 | 000203214622 | RILEY CAULFIELD | \$49.44 |
| 11/16/21 | 000203214623 | MOHAMMED ELDHANY | \$30.80 |
| 11/16/21 | 000203214624 | JIAYI ZHAO | \$49.95 |
| 11/16/21 | 000203214625 | JASON HOWDESHELL | \$10.65 |

Detailed Disbursement Report

| Revolving Fund - Electronic Customer Refunds | | | |
|---|------------------------|---------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/16/21 | 000203214626 | JAMES BROWN | \$35.35 |
| 11/16/21 | 000203214627 | BASHIR HIRSI | \$109.48 |
| 11/16/21 | 000203214628 | LEO DEBROECK | \$24.09 |
| 11/16/21 | 000203214629 | LAYCE INGRAM | \$102.23 |
| 11/16/21 | 000203214630 | SANTIAGO TAMAY | \$129.18 |
| 11/16/21 | 000203214631 | ERIK DAVIS | \$33.24 |
| 11/16/21 | 000203214632 | DAVID GALLANT | \$23.18 |
| 11/17/21 | 000203226701 | DONNA HART | \$110.69 |
| 11/17/21 | 000203226702 | IGOR SHLIAKHOV | \$36.73 |
| 11/17/21 | 000203226703 | JUSTIN HOWARD | \$33.42 |
| 11/17/21 | 000203226704 | DAVID LA FRANCE | \$18.80 |
| 11/17/21 | 000203226705 | YAMILETH ORELLANA | \$200.00 |
| 11/17/21 | 000203226706 | THOMAS BELL | \$39.47 |
| 11/18/21 | 000203234394 | AMANDA BUSHMAN | \$166.52 |
| 11/18/21 | 000203234395 | RAMU VARALA | \$134.89 |
| 11/18/21 | 000203234396 | ALYSSA SLOAN | \$55.17 |
| 11/18/21 | 000203234397 | ALYSSA SLOAN | \$93.29 |
| 11/18/21 | 000203234398 | LES LEDBETTER | \$5.48 |
| 11/18/21 | 000203234399 | MARGARITA STAKHNYUK | \$222.25 |
| 11/18/21 | 000203234400 | PHILIP STEPHENS | \$44.51 |
| 11/18/21 | 000203234401 | SIDDHARTHA SHARMA | \$53.23 |
| 11/18/21 | 000203234402 | YANA SHAKHUNTSEV | \$88.58 |
| 11/19/21 | 000203242481 | ANKIT SHARMA | \$47.42 |
| 11/19/21 | 000203242482 | BERNARDOS PETROS | \$72.80 |
| 11/19/21 | 000203242483 | JOSIE NOEL | \$10.00 |
| 11/19/21 | 000203242484 | BERNARDOS PETROS | \$42.29 |
| 11/19/21 | 000203242485 | GAEL SERAO | \$41.18 |
| 11/19/21 | 000203242486 | ELIZABETH BLACK | \$161.11 |
| 11/19/21 | 000203242487 | JOHNNY PHAN | \$8.29 |
| 11/19/21 | 000203242488 | SHOBHI MAHESHWARI | \$158.07 |
| 11/19/21 | 000203242489 | ELIZABETH BLACK | \$218.00 |
| 11/19/21 | 000203242490 | ZACHARIAH SUMNER | \$10.12 |

Detailed Disbursement Report

| Revolving Fund - Electronic Customer Refunds | | | |
|--|-----------------|-----------------------|----------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/19/21 | 000203242491 | JASON MARCOUX | \$33.63 |
| 11/19/21 | 000203242492 | YANG LOU | \$84.03 |
| 11/19/21 | 000203242493 | BRITTANY GOFFIN | \$25.93 |
| 11/19/21 | 000203242494 | BERNARDOS PETROS | \$23.92 |
| 11/19/21 | 000203242495 | ELIZABETH BLACK | \$218.00 |
| 11/19/21 | 000203242496 | BURTON WALWICK | \$12.17 |
| 11/19/21 | 000203242497 | KYLE CARRINGTON | \$42.09 |
| 11/19/21 | 000203242498 | MARVIN PARAS | \$238.52 |
| 11/22/21 | 000203254503 | BREA WOODS-BLOOMFIELD | \$127.35 |
| 11/22/21 | 000203254504 | VLADISLAV SAPOZHNIKOV | \$116.29 |
| 11/22/21 | 000203254505 | KHIONG TING | \$130.29 |
| 11/22/21 | 000203254506 | ZHENFEI SONG | \$144.31 |
| 11/22/21 | 000203254507 | BREA WOODS-BLOOMFIELD | \$5.88 |
| 11/22/21 | 000203254508 | AMANDA DUMO | \$25.34 |
| 11/22/21 | 000203254509 | MICHAEL STAMPFLER | \$8.36 |
| 11/23/21 | 000203257675 | EDWARD MONK | \$75.79 |
| 11/23/21 | 000203257676 | MAYRA MONTANA LEDESMA | \$45.29 |
| 11/23/21 | 000203257677 | ANKUR LAL | \$29.41 |
| 11/23/21 | 000203257678 | SEAN PETERS | \$183.78 |
| 11/24/21 | 000203260764 | JEREMY BUTLER | \$125.13 |
| 11/24/21 | 000203260765 | RHONDA ROOS | \$6.49 |
| 11/24/21 | 000203260766 | LARA SJOGREN | \$19.11 |
| 11/24/21 | 000203260767 | KAILEY KOTYNSKI | \$41.60 |
| 11/24/21 | 000203260768 | KAY FREESE | \$245.67 |
| 11/24/21 | 000203260769 | CALVIN CAMPBELL | \$74.51 |
| 11/24/21 | 000203260770 | LEAH LEEDERS | \$51.62 |
| 11/24/21 | 000203260771 | JENNIFER SANN | \$32.16 |
| 11/24/21 | 000203260772 | JOHNNY PHAN | \$21.99 |

Total: \$10,342.37

Detailed Disbursement Report

| Accounts Payable Warrants | | | |
|----------------------------------|------------------------|-------------------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/9/21 | 8065931 | ROBINETT INVESTMENT COMPANY, LLC | \$3,230.61 |
| 11/9/21 | 8065932 | AMERICAN WATER WORKS ASSOC | \$4,253.00 |
| 11/9/21 | 8065933 | EVERETT COMMUNITY COLLEGE | \$6,350.30 |
| 11/9/21 | 8065934 | GLOBAL RENTAL COMPANY INC | \$2,964.60 |
| 11/9/21 | 8065935 | HAT ISLAND COMMUNITY ASSN | \$90.00 |
| 11/9/21 | 8065936 | ITRON INC | \$32,518.79 |
| 11/9/21 | 8065937 | KAMAN FLUID POWER LLC | \$128.15 |
| 11/9/21 | 8065938 | LYNNWOOD AUTOMOTIVE LLC | \$142.60 |
| 11/9/21 | 8065939 | CITY OF MARYSVILLE | \$626.46 |
| 11/9/21 | 8065940 | GENUINE PARTS COMPANY | \$22.53 |
| 11/9/21 | 8065941 | ROBERT HALF INTERNATIONAL INC | \$4,974.40 |
| 11/9/21 | 8065942 | SOUND PUBLISHING INC | \$64.40 |
| 11/9/21 | 8065943 | SUBURBAN PROPANE | \$1,420.01 |
| 11/9/21 | 8065944 | TRIMAXX CONSTRUCTION INC | \$373,716.25 |
| 11/9/21 | 8065945 | UNITED SITE SERVICES OF NEVADA INC | \$100.00 |
| 11/9/21 | 8065946 | STATE OF WASHINGTON | \$2,296.66 |
| 11/9/21 | 8065947 | ALDERWOOD WATER & WASTEWATER DISTRI | \$882.10 |
| 11/9/21 | 8065948 | BICKFORD MOTORS INC | \$475.09 |
| 11/9/21 | 8065949 | CITY OF EDMONDS | \$2,110.00 |
| 11/9/21 | 8065950 | ENGINUITY ADVANTAGE LLC | \$3,286.00 |
| 11/9/21 | 8065951 | PELLCO CONSTRUCTION INC | \$153,903.48 |
| 11/9/21 | 8065952 | REX ELECTRIC SERVICE INC | \$9,170.28 |
| 11/9/21 | 8065953 | SAFELITE FULFILLMENT INC | \$129.98 |
| 11/9/21 | 8065954 | MACH PUBLISHING INC | \$365.40 |
| 11/9/21 | 8065955 | TOTAL LANDSCAPE CORP | \$5,807.43 |
| 11/9/21 | 8065956 | WORDEN SAFETY PRODUCTS LLC | \$2,145.00 |
| 11/9/21 | 8065957 | WYNNE AND SONS INC | \$326.11 |
| 11/9/21 | 8065958 | ZIPPER GEO ASSOCIATES LLC | \$581.25 |
| 11/9/21 | 8065959 | ENERGY CAPITAL SOLUTIONS LLC | \$10,272.18 |
| 11/9/21 | 8065960 | NGL ENERGY PARTNERS LP | \$2,166.09 |
| 11/9/21 | 8065961 | THE PAPE GROUP INC | \$3,598.14 |
| 11/9/21 | 8065962 | DOLLAR TREE STORES INC | \$1,708.00 |

Detailed Disbursement Report

| Accounts Payable Warrants | | | |
|----------------------------------|------------------------|-------------------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/9/21 | 8065963 | VERTIV CORPORATION | \$58,874.39 |
| 11/9/21 | 8065964 | OCCUPATIONAL HEALTH CENTERS OF WA P | \$149.00 |
| 11/9/21 | 8065965 | WILLDAN ENERGY SOLUTIONS | \$25,396.14 |
| 11/9/21 | 8065966 | CITY OF ARLINGTON | \$341.36 |
| 11/9/21 | 8065967 | TARREN MICHAEL ACKERMANN | \$1,315.84 |
| 11/9/21 | 8065968 | QUEEN CITY SHEET METAL & ROOFING IN | \$154,777.02 |
| 11/9/21 | 8065969 | BRAND INDUSTRIAL SERVICES INC | \$1,615.00 |
| 11/9/21 | 8065970 | KENDALL DEALERSHIP HOLDINGS LLC | \$1,617.19 |
| 11/9/21 | 8065971 | GLASS BY LUND INC | \$550.00 |
| 11/9/21 | 8065972 | LIGHTNING GROWN LLC | \$251,282.05 |
| 11/9/21 | 8065973 | MARY WICKLUND | \$12.60 |
| 11/12/21 | 8065974 | AAA MONROE ROCK CORP | \$252.29 |
| 11/12/21 | 8065975 | AECOM TECHNICAL SERVICES INC | \$1,801.55 |
| 11/12/21 | 8065976 | CLACKAMAS COUNTY TAX COLLECTOR | \$3,324.25 |
| 11/12/21 | 8065977 | DESCHUTES COUNTY TAX COLLECTOR | \$2,315.37 |
| 11/12/21 | 8065978 | EQUIFAX INFORMATION SERVICES LLC | \$8,998.69 |
| 11/12/21 | 8065979 | CITY OF EVERETT | \$157.07 |
| 11/12/21 | 8065980 | GLOBAL RENTAL COMPANY INC | \$10,211.40 |
| 11/12/21 | 8065981 | HEATER CRAFT MARINE PRODUCTS INC | \$1,189.97 |
| 11/12/21 | 8065982 | ISLAND COUNTY | \$205.50 |
| 11/12/21 | 8065983 | ISLAND COUNTY | \$205.50 |
| 11/12/21 | 8065984 | JACKSON COUNTY TAXATION OFFICE | \$1,803.11 |
| 11/12/21 | 8065985 | JEFFERSON COUNTY TAX COLLECTOR | \$5,442.94 |
| 11/12/21 | 8065986 | LAKE COUNTY TAX COLLECTOR | \$5,318.74 |
| 11/12/21 | 8065987 | LANE COUNTY TAX COLLECTOR | \$2,585.73 |
| 11/12/21 | 8065988 | LINN COUNTY TAX COLLECTOR | \$2,606.09 |
| 11/12/21 | 8065989 | LOWES COMPANIES INC | \$202.73 |
| 11/12/21 | 8065990 | GENUINE PARTS COMPANY | \$183.95 |
| 11/12/21 | 8065991 | CENTURYLINK COMMUNICATIONS LLC | \$2,348.71 |
| 11/12/21 | 8065992 | SHERMAN COUNTY TAX COLLECTOR | \$8,759.10 |
| 11/12/21 | 8065993 | SOUND PUBLISHING INC | \$114.80 |
| 11/12/21 | 8065994 | UNITED SITE SERVICES OF NEVADA INC | \$200.00 |

Detailed Disbursement Report

| Accounts Payable Warrants | | | |
|---------------------------|-----------------|-------------------------------------|-------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/12/21 | 8065995 | UNUM LIFE INSURANCE CO OF AMERICA | \$37,430.19 |
| 11/12/21 | 8065996 | STATE OF WASHINGTON | \$2,336.00 |
| 11/12/21 | 8065997 | WASCO COUNTY TAX COLLECTOR | \$9,076.97 |
| 11/12/21 | 8065998 | WESCO GROUP INC | \$95.55 |
| 11/12/21 | 8065999 | ADVANTAGE TECHNOLOGIES INC | \$6,475.00 |
| 11/12/21 | 8066000 | ASCENT GIS INC | \$1,317.60 |
| 11/12/21 | 8066001 | BICKFORD MOTORS INC | \$1,273.49 |
| 11/12/21 | 8066002 | CAR WASH ENTERPRISES INC | \$46.00 |
| 11/12/21 | 8066003 | CROOK COUNTY TAX COLLECTOR | \$2,960.82 |
| 11/12/21 | 8066004 | DIRECTV LLC | \$186.98 |
| 11/12/21 | 8066005 | DOUGLAS COUNTY TAX COLLECTOR | \$2,369.54 |
| 11/12/21 | 8066006 | KLAMATH COUNTY TAX COLLECTOR | \$2,316.06 |
| 11/12/21 | 8066007 | MARION COUNTY TAX COLLECTOR | \$2,042.09 |
| 11/12/21 | 8066008 | NORTHWEST TOWER ENGINEERING PLLC | \$3,000.00 |
| 11/12/21 | 8066009 | GRID SOLUTIONS US LLC | \$62,088.61 |
| 11/12/21 | 8066010 | RAMON DIAZ PACHECO | \$439.20 |
| 11/12/21 | 8066011 | NORTH SOUND AUTO GROUP LLC | \$708.87 |
| 11/12/21 | 8066012 | SAFETY SOURCE LLC | \$18,611.10 |
| 11/12/21 | 8066013 | ARAMARK UNIFORM & CAREER APPAREL GR | \$4,522.53 |
| 11/12/21 | 8066014 | CADMAN MATERIALS INC | \$1,426.38 |
| 11/12/21 | 8066015 | ES PARENT LP | \$30,042.00 |
| 11/12/21 | 8066016 | RC ZEIGLER COMPANY INC | \$87,620.40 |
| 11/12/21 | 8066017 | KENDALL DEALERSHIP HOLDINGS LLC | \$174.19 |
| 11/12/21 | 8066018 | BLACK HAWK LIGHTING SOLUTIONS LLC | \$807.00 |
| 11/12/21 | 8066019 | UNIVERSAL PROTECTION SERVICE LP | \$1,098.32 |
| 11/12/21 | 8066020 | COHEN VENTURES INC | \$40,307.70 |
| 11/16/21 | 8066021 | PACIFIC RIDGE - DRH, LLC | \$2,928.24 |
| 11/16/21 | 8066022 | VANESSA SMITH | \$2,538.75 |
| 11/16/21 | 8066023 | CKB, INC. | \$447.07 |
| 11/16/21 | 8066024 | CARLA FORNEY | \$13,958.12 |
| 11/16/21 | 8066025 | ANIXTER INC | \$779.73 |
| 11/16/21 | 8066026 | CITY OF DARRINGTON | \$5,615.05 |

Detailed Disbursement Report

| Accounts Payable Warrants | | | |
|----------------------------------|------------------------|-------------------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/16/21 | 8066027 | GLOBAL RENTAL COMPANY INC | \$10,211.40 |
| 11/16/21 | 8066028 | CITY OF GOLD BAR | \$6,306.56 |
| 11/16/21 | 8066029 | CITY OF GOLD BAR | \$396.09 |
| 11/16/21 | 8066030 | KAMAN FLUID POWER LLC | \$551.20 |
| 11/16/21 | 8066031 | CITY OF MARYSVILLE | \$143,197.19 |
| 11/16/21 | 8066032 | CITY OF MARYSVILLE | \$1,193.28 |
| 11/16/21 | 8066033 | CITY OF MOUNTLAKE TERRACE | \$53,470.78 |
| 11/16/21 | 8066034 | GENUINE PARTS COMPANY | \$1,425.38 |
| 11/16/21 | 8066035 | PUGET SOUND ENERGY INC | \$1,182.81 |
| 11/16/21 | 8066036 | CITY OF ARLINGTON | \$720.79 |
| 11/16/21 | 8066037 | REPUBLIC SERVICES INC | \$1,465.68 |
| 11/16/21 | 8066038 | ROBERT HALF INTERNATIONAL INC | \$3,254.40 |
| 11/16/21 | 8066039 | SALISH NETWORKS INC | \$480.35 |
| 11/16/21 | 8066040 | SILVER LAKE WATER & SEWER DISTRICT | \$87.60 |
| 11/16/21 | 8066041 | SOUND PUBLISHING INC | \$212.80 |
| 11/16/21 | 8066042 | SNOHOMISH COUNTY COUNCIL OF THE | \$2,700.00 |
| 11/16/21 | 8066043 | SUBURBAN PROPANE | \$610.60 |
| 11/16/21 | 8066044 | CITY OF SULTAN | \$21,530.18 |
| 11/16/21 | 8066045 | THE BOEING COMPANY | \$37,505.73 |
| 11/16/21 | 8066046 | UNITED LABORATORIES INC | \$7,642.85 |
| 11/16/21 | 8066047 | UNITED SITE SERVICES OF NEVADA INC | \$300.00 |
| 11/16/21 | 8066048 | WAGNER SMITH EQUIPMENT CO | \$34.87 |
| 11/16/21 | 8066049 | HOPEWORKS SOCIAL ENTERPRISES | \$18,657.69 |
| 11/16/21 | 8066050 | ALDERWOOD WATER & WASTEWATER DISTRI | \$33.00 |
| 11/16/21 | 8066051 | CITY OF ARLINGTON | \$91,553.61 |
| 11/16/21 | 8066052 | BICKFORD MOTORS INC | \$1,232.65 |
| 11/16/21 | 8066053 | CITY OF BOTHELL | \$95,812.18 |
| 11/16/21 | 8066054 | CITY OF BRIER | \$12,846.61 |
| 11/16/21 | 8066055 | DEPARTMENT OF HEALTH | \$1,130.00 |
| 11/16/21 | 8066056 | CITY OF EDMONDS | \$118,051.47 |
| 11/16/21 | 8066057 | ENGINUITY ADVANTAGE LLC | \$3,286.00 |
| 11/16/21 | 8066058 | JEFFREY HATHAWAY | \$43.81 |

Detailed Disbursement Report

| Accounts Payable Warrants | | | |
|----------------------------------|------------------------|-------------------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/16/21 | 8066059 | CITY OF INDEX | \$640.27 |
| 11/16/21 | 8066060 | CITY OF LAKE STEVENS | \$78,562.17 |
| 11/16/21 | 8066061 | CITY OF LAKE STEVENS | \$35,591.40 |
| 11/16/21 | 8066062 | LAKE STEVENS SEWER DIST | \$86.00 |
| 11/16/21 | 8066063 | CITY OF MONROE | \$69,897.71 |
| 11/16/21 | 8066064 | RUBATINO REFUSE REMOVAL INC | \$5,213.06 |
| 11/16/21 | 8066065 | SPRINGBROOK NURSERY AND TRUCKING IN | \$18.32 |
| 11/16/21 | 8066066 | CITY OF STANWOOD | \$23,418.21 |
| 11/16/21 | 8066067 | SUBNET SOLUTIONS INC | \$6,800.00 |
| 11/16/21 | 8066068 | TECHNOLOGY UNLIMITED | \$713.70 |
| 11/16/21 | 8066069 | STATE OF WASHINGTON | \$36,245.49 |
| 11/16/21 | 8066070 | TOWN OF WOODWAY | \$4,507.92 |
| 11/16/21 | 8066071 | CITY OF GRANITE FALLS | \$12,297.56 |
| 11/16/21 | 8066072 | EXCIMP CONSULTING BV | \$50,745.00 |
| 11/16/21 | 8066073 | CANYON LUMBER CO INC | \$36,097.10 |
| 11/16/21 | 8066074 | AUTOMATIC DATA PROCESSING LLC | \$11,137.32 |
| 11/16/21 | 8066075 | WAVE BUSINESS SOLUTIONS | \$96.30 |
| 11/16/21 | 8066076 | THE PAPE GROUP INC | \$2,229.86 |
| 11/16/21 | 8066077 | CITY OF EVERETT | \$495,043.96 |
| 11/16/21 | 8066078 | SUBURBAN PROPANE LP | \$49.14 |
| 11/16/21 | 8066079 | MCWANE INC | \$41,212.49 |
| 11/16/21 | 8066080 | GEO TEST SERVICES INC | \$6,586.00 |
| 11/16/21 | 8066081 | OCCUPATIONAL HEALTH CENTERS OF WA P | \$374.50 |
| 11/16/21 | 8066082 | BERKSHIRE HOUSING LLC | \$26,055.48 |
| 11/16/21 | 8066083 | TARREN MICHAEL ACKERMANN | \$348.00 |
| 11/16/21 | 8066084 | CADMAN MATERIALS INC | \$678.30 |
| 11/16/21 | 8066085 | SUPERIOR SEPTIC SERVICE LLC | \$2,344.65 |
| 11/16/21 | 8066086 | CLARY LONGVIEW LLC | \$101,546.95 |
| 11/16/21 | 8066087 | METER READING HOLDING I CORP | \$45,000.00 |
| 11/16/21 | 8066088 | KENDALL DEALERSHIP HOLDINGS LLC | \$115.27 |
| 11/16/21 | 8066089 | CITY OF LYNNWOOD | \$145,033.95 |
| 11/16/21 | 8066090 | CITY OF MUKILTEO | \$67,228.84 |

Detailed Disbursement Report

| Accounts Payable Warrants | | | |
|----------------------------------|------------------------|------------------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/16/21 | 8066091 | CITY OF SNOHOMISH | \$32,481.94 |
| 11/16/21 | 8066092 | RACHELLE POWELL AND/OR | \$302.23 |
| 11/19/21 | 8066093 | ANIXTER INC | \$1,246.26 |
| 11/19/21 | 8066094 | BNSF RAILWAY COMPANY | \$8,363.52 |
| 11/19/21 | 8066095 | CDW LLC | \$189.16 |
| 11/19/21 | 8066096 | DUNN LUMBER CO INC | \$26.88 |
| 11/19/21 | 8066097 | CITY OF EVERETT | \$32.31 |
| 11/19/21 | 8066098 | NAVIA BENEFIT SOLUTIONS | \$2,414.90 |
| 11/19/21 | 8066099 | GLOBAL RENTAL COMPANY INC | \$3,952.80 |
| 11/19/21 | 8066100 | HAT ISLAND COMMUNITY ASSN | \$3,952.50 |
| 11/19/21 | 8066101 | CORE & MAIN LP | \$2,532.68 |
| 11/19/21 | 8066102 | KAMAN FLUID POWER LLC | \$40.45 |
| 11/19/21 | 8066103 | KENT D BRUCE | \$2,608.85 |
| 11/19/21 | 8066104 | GENUINE PARTS COMPANY | \$436.07 |
| 11/19/21 | 8066105 | PACIFIC TOPSOILS INC | \$1,116.74 |
| 11/19/21 | 8066106 | US BANK/POWEREX | \$555,361.50 |
| 11/19/21 | 8066107 | PUGET SOUND ENERGY INC | \$41,434.90 |
| 11/19/21 | 8066108 | ROBERT HALF INTERNATIONAL INC | \$1,720.00 |
| 11/19/21 | 8066109 | SIX ROBBLEES INC | \$741.89 |
| 11/19/21 | 8066110 | SNOHOMISH COUNTY | \$8,888.52 |
| 11/19/21 | 8066111 | SOUND PUBLISHING INC | \$170.80 |
| 11/19/21 | 8066112 | UNITED SITE SERVICES OF NEVADA INC | \$100.00 |
| 11/19/21 | 8066113 | US BANK NA | \$3,300.00 |
| 11/19/21 | 8066114 | ANGEL GUARD PRODUCTS INC | \$310.59 |
| 11/19/21 | 8066115 | BICKFORD MOTORS INC | \$147.13 |
| 11/19/21 | 8066116 | DAYVILLE HAY & GRAIN INC | \$584.14 |
| 11/19/21 | 8066117 | EBEY HILL HYDROELECTRIC INC | \$464.46 |
| 11/19/21 | 8066118 | GROWING GREEN INC | \$433.71 |
| 11/19/21 | 8066119 | GARY D KREIN | \$1,317.60 |
| 11/19/21 | 8066120 | NORTH STAR COLD STORAGE INC | \$151,110.70 |
| 11/19/21 | 8066121 | EPIC CORP | \$527.04 |
| 11/19/21 | 8066122 | ROOSEVELT WATER ASSN INC | \$100.50 |

Detailed Disbursement Report

| Accounts Payable Warrants | | | |
|---------------------------|-----------------|------------------------------------|--------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/19/21 | 8066123 | SIEMENS INDUSTRY INC | \$12,086.78 |
| 11/19/21 | 8066124 | SUBNET SOLUTIONS INC | \$94,991.31 |
| 11/19/21 | 8066125 | T-MOBILE USA INC | \$1,700.44 |
| 11/19/21 | 8066126 | SNOHOMISH SCHOOL DISTRICT #201 | \$6,000.00 |
| 11/19/21 | 8066127 | WASHINGTON ICE SKATING ASSOC | \$1,424.00 |
| 11/19/21 | 8066128 | NW PLUS CREDIT UNION | \$3,690.00 |
| 11/19/21 | 8066129 | COMCAST CORPORATION | \$513.99 |
| 11/19/21 | 8066130 | NEXREV LLC | \$59,585.00 |
| 11/19/21 | 8066131 | CASCADE COLLISION CENTER INC | \$3,391.95 |
| 11/19/21 | 8066132 | ENERGY CAPITAL SOLUTIONS LLC | \$7,281.06 |
| 11/19/21 | 8066133 | SRJ INVESTMENTS INC | \$345.50 |
| 11/19/21 | 8066134 | CITY OF ARLINGTON | \$327.81 |
| 11/19/21 | 8066135 | SUSE LLC | \$40,416.02 |
| 11/19/21 | 8066136 | NORTHWEST FIBER LLC | \$7,488.62 |
| 11/19/21 | 8066137 | WASHINGTON STATE DOT | \$451.01 |
| 11/19/21 | 8066138 | CLARY LONGVIEW LLC | \$170,963.05 |
| 11/19/21 | 8066139 | T BAILEY INC | \$140,426.54 |
| 11/19/21 | 8066140 | METER READING HOLDING I CORP | \$3,636.58 |
| 11/19/21 | 8066141 | MAIN STREET ELECTRIC INC | \$3,282.74 |
| 11/19/21 | 8066142 | PLANLED INC | \$52.71 |
| 11/19/21 | 8066143 | US BANK/BROOKFIELD RENEWABLE | \$436,003.96 |
| 11/19/21 | 8066144 | UNIVERSAL PROTECTION SERVICE LP | \$1,035.60 |
| 11/19/21 | 8066145 | BAYVIEW ELECTRIC LLC | \$132.50 |
| 11/19/21 | 8066146 | GS HEATING & COOLING LLC | \$650.00 |
| 11/19/21 | 8066147 | REFINED CONSULTING GROUP | \$5,800.00 |
| 11/19/21 | 8066148 | THOMAS W LAUGHLIN | \$3,909.66 |
| 11/19/21 | 8066149 | DENNIS REISS | \$275.00 |
| 11/19/21 | 8066150 | BRAILEE WEEKS | \$134.82 |
| 11/23/21 | 8066151 | NEW CINGULAR WIRELESS PCS LLC | \$20,528.64 |
| 11/23/21 | 8066152 | JULIE MORRISON AND/OR SUSAN DRAKE | \$100.00 |
| 11/23/21 | 8066153 | ANN NICHOLS AND/OR WENDY VLAHOVICH | \$2,500.00 |
| 11/23/21 | 8066154 | VICKI DORSEY AND/OR ARYKA WILLIAMS | \$2,500.00 |

Detailed Disbursement Report

| Accounts Payable Warrants | | | |
|----------------------------------|------------------------|-------------------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/23/21 | 8066155 | JANET ANDERSON OR CRYSTAL RAINWATER | \$2,400.00 |
| 11/23/21 | 8066156 | DENNIS GAU AND/OR JANA EASTERLING | \$15,660.00 |
| 11/23/21 | 8066157 | JENNY ZIMMERMAN/ OR WENDY VLAHOVICH | \$2,700.00 |
| 11/23/21 | 8066158 | APERTA INC | \$9,017.00 |
| 11/23/21 | 8066159 | AUTOMATED ENERGY INC | \$440.00 |
| 11/23/21 | 8066160 | CAMANO WATER ASSN | \$308.90 |
| 11/23/21 | 8066161 | CDW LLC | \$4,792.17 |
| 11/23/21 | 8066162 | COMCAST HOLDING CORPORATION | \$645.15 |
| 11/23/21 | 8066163 | CITY OF EVERETT | \$192,132.67 |
| 11/23/21 | 8066164 | LANGUAGE LINE SERVICES INC | \$3,018.90 |
| 11/23/21 | 8066165 | LEXISNEXIS RISK DATA MANAGEMENT INC | \$42.99 |
| 11/23/21 | 8066166 | CITY OF MARYSVILLE | \$151.65 |
| 11/23/21 | 8066167 | CITY OF MONROE | \$1,014.83 |
| 11/23/21 | 8066168 | CITY OF MOUNTLAKE TERRACE | \$337.16 |
| 11/23/21 | 8066169 | BEACON PUBLISHING INC | \$990.00 |
| 11/23/21 | 8066170 | MYCOFF FRY PARTNERS LLC | \$25,000.00 |
| 11/23/21 | 8066171 | GENUINE PARTS COMPANY | \$4,760.98 |
| 11/23/21 | 8066172 | NATIONAL HYDROPOWER ASSN INC | \$24,955.08 |
| 11/23/21 | 8066173 | VERIZON CONNECT NWF INC | \$14,075.44 |
| 11/23/21 | 8066174 | PHIPPS CUSTOM SOLUTIONS LLC | \$653.31 |
| 11/23/21 | 8066175 | ROBERT HALF INTERNATIONAL INC | \$4,974.40 |
| 11/23/21 | 8066176 | SECURE PACIFIC CORPORATION | \$3,533.85 |
| 11/23/21 | 8066177 | SIX ROBBLEES INC | \$3,313.41 |
| 11/23/21 | 8066178 | SNOHOMISH COUNTY | \$2,380.00 |
| 11/23/21 | 8066179 | SNOHOMISH COUNTY | \$368.00 |
| 11/23/21 | 8066180 | SOUND PUBLISHING INC | \$7,125.11 |
| 11/23/21 | 8066181 | SOUND SECURITY INC | \$568.84 |
| 11/23/21 | 8066182 | STONEWAY ELECTRIC SUPPLY CO | \$50.00 |
| 11/23/21 | 8066183 | SUCCESSFACTORS INC | \$457,143.05 |
| 11/23/21 | 8066184 | REFINITIV US LLC | \$4,835.59 |
| 11/23/21 | 8066185 | UNITED SITE SERVICES OF NEVADA INC | \$878.57 |
| 11/23/21 | 8066186 | US BANK NA | \$2,676.88 |

Detailed Disbursement Report

| Accounts Payable Warrants | | | |
|---------------------------|-----------------|-------------------------------------|-------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/23/21 | 8066187 | STATE OF WASHINGTON | \$170.92 |
| 11/23/21 | 8066188 | WESCO GROUP INC | \$473.40 |
| 11/23/21 | 8066189 | WEST PUBLISHING CORPORATION | \$5,528.78 |
| 11/23/21 | 8066190 | ALDERWOOD WATER & WASTEWATER DISTRI | \$34.98 |
| 11/23/21 | 8066191 | BICKFORD MOTORS INC | \$91.40 |
| 11/23/21 | 8066192 | COMPLIANCE PUBLISHING CORPORATION | \$995.00 |
| 11/23/21 | 8066193 | CROSS VALLEY WATER DISTRICT | \$167.03 |
| 11/23/21 | 8066194 | GREATER EDMONDS CHAMBER OF COMMERCE | \$2.07 |
| 11/23/21 | 8066195 | RYAN SCOTT FELTON | \$156.08 |
| 11/23/21 | 8066196 | NORTHWEST TOWER ENGINEERING PLLC | \$10,875.00 |
| 11/23/21 | 8066197 | PACIFIC PUBLISHING CO INC | \$376.00 |
| 11/23/21 | 8066198 | PROLAND SERVICES INC | \$476.00 |
| 11/23/21 | 8066199 | PROVEN COMPLIANCE SOLUTIONS INC | \$750.00 |
| 11/23/21 | 8066200 | EPIC CORP | \$1,054.08 |
| 11/23/21 | 8066201 | RUBATINO REFUSE REMOVAL INC | \$498.25 |
| 11/23/21 | 8066202 | SAFELITE FULFILLMENT INC | \$998.99 |
| 11/23/21 | 8066203 | CITY OF STANWOOD | \$1,446.43 |
| 11/23/21 | 8066204 | TRUE SURVEY SUPPLY INC | \$2,441.95 |
| 11/23/21 | 8066205 | WELLSPRING FAMILY SERVICES | \$2,837.52 |
| 11/23/21 | 8066206 | ZIPPER GEO ASSOCIATES LLC | \$2,740.50 |
| 11/23/21 | 8066207 | AUROMA TECHNOLOGIES CO LLC | \$1,200.00 |
| 11/23/21 | 8066208 | HDR ENGINEERING INC | \$12,023.34 |
| 11/23/21 | 8066209 | LAMAR TEXAS LTD PARTNERSHIP | \$6,165.00 |
| 11/23/21 | 8066210 | PACIFIC PUBLIC MEDIA | \$2,075.00 |
| 11/23/21 | 8066211 | CROWN CASTLE INTERNATIONAL CORP | \$6,245.30 |
| 11/23/21 | 8066212 | RAMON DIAZ PACHECO | \$2,659.60 |
| 11/23/21 | 8066213 | WAVE BUSINESS SOLUTIONS | \$3,400.00 |
| 11/23/21 | 8066214 | ELECTROLAB LIMITED | \$175.00 |
| 11/23/21 | 8066215 | NORTH SOUND AUTO GROUP LLC | \$346.09 |
| 11/23/21 | 8066216 | KAISER FOUNDATION HEALTH PLAN OF WA | \$222.00 |
| 11/23/21 | 8066217 | PNG MEDIA LLC | \$708.64 |
| 11/23/21 | 8066218 | MCWANE INC | \$29,399.90 |

Detailed Disbursement Report

| Accounts Payable Warrants | | | |
|---------------------------|-----------------|-------------------------------------|-------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/23/21 | 8066219 | ACCESS INFORMATION HOLDINGS LLC | \$439.84 |
| 11/23/21 | 8066220 | SNOHOMISH COUNTY 911 | \$5,642.81 |
| 11/23/21 | 8066221 | THE PAPE GROUP INC | \$1,039.77 |
| 11/23/21 | 8066222 | NORTHWEST FIBER LLC | \$12,888.40 |
| 11/23/21 | 8066223 | GALAXY 1 COMMUNICATIONS | \$67.04 |
| 11/23/21 | 8066224 | HALEY & ALDRICH INC | \$795.00 |
| 11/23/21 | 8066225 | BCC DIRECTORIES LLC | \$945.00 |
| 11/23/21 | 8066226 | SUPERIOR SEPTIC SERVICE LLC | \$2,344.65 |
| 11/23/21 | 8066227 | CLARY LONGVIEW LLC | \$47,151.83 |
| 11/23/21 | 8066228 | KENDALL DEALERSHIP HOLDINGS LLC | \$152.48 |
| 11/23/21 | 8066229 | UTILITY TRAILER & EQUIP SALES NW LL | \$209.50 |
| 11/23/21 | 8066230 | DUNGENESS GEAR WORKS INC | \$338.00 |
| 11/23/21 | 8066231 | THE BARTELL DRUG COMPANY | \$46.92 |
| 11/23/21 | 8066232 | EVERGREEN STATE SHEET METAL INC | \$100.00 |
| 11/23/21 | 8066233 | CITY OF MARYSVILLE | \$500.00 |

Total: \$6,290,440.88

Detailed Disbursement Report

| Accounts Payable ACH | | | |
|-----------------------------|------------------------|-------------------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/8/21 | 6026788 | DOBLE ENGINEERING CO | \$364.00 |
| 11/8/21 | 6026789 | FASTENAL COMPANY | \$148.23 |
| 11/8/21 | 6026790 | MOSS ADAMS LLP | \$3,500.00 |
| 11/8/21 | 6026791 | MOTOR TRUCKS INTL & IDEALEASE INC | \$1,076.59 |
| 11/8/21 | 6026792 | NORTH COAST ELECTRIC COMPANY | \$18,018.01 |
| 11/8/21 | 6026793 | OFFICE DEPOT INC | \$1,316.72 |
| 11/8/21 | 6026794 | PERKINS COIE LLP | \$2,130.30 |
| 11/8/21 | 6026795 | RWC INTERNATIONAL LTD | \$135.09 |
| 11/8/21 | 6026796 | SISKUN INC | \$162.09 |
| 11/8/21 | 6026797 | TESSCO INCORPORATED | \$500.23 |
| 11/8/21 | 6026798 | TOYOTA TSUSHO MATERIAL HANDLING AME | \$13,470.30 |
| 11/8/21 | 6026799 | STATE OF WASHINGTON | \$13,910.87 |
| 11/8/21 | 6026800 | STATE OF WASHINGTON | \$20,455.90 |
| 11/8/21 | 6026801 | AARD PEST CONTROL INC | \$274.50 |
| 11/8/21 | 6026802 | BENEFITFOCUS COM INC | \$7,853.41 |
| 11/8/21 | 6026803 | BRAKE & CLUTCH SUPPLY INC | \$942.48 |
| 11/8/21 | 6026804 | CELLCO PARTNERSHIP | \$1,721.61 |
| 11/8/21 | 6026805 | COLEHOUR & COHEN INC | \$5,766.75 |
| 11/8/21 | 6026806 | DICKS TOWING INC | \$333.52 |
| 11/8/21 | 6026807 | GENERAL PACIFIC INC | \$2,419.15 |
| 11/8/21 | 6026808 | LAW DAWGS INC | \$1,000.00 |
| 11/8/21 | 6026809 | BRIAN DAVIS ENTERPRISES INC | \$14,102.32 |
| 11/8/21 | 6026810 | STATE OF WASHINGTON | \$9,159.80 |
| 11/8/21 | 6026811 | GRAYBAR ELECTRIC CO INC | \$9,648.80 |
| 11/8/21 | 6026812 | ALTEC INDUSTRIES INC | \$1,265.16 |
| 11/8/21 | 6026813 | ANIXTER INC | \$34,939.88 |
| 11/8/21 | 6026814 | BNSF RAILWAY COMPANY | \$4,084.76 |
| 11/8/21 | 6026815 | API NATIONAL SERVICE GROUP INC | \$5,153.66 |
| 11/8/21 | 6026816 | GOLDFARB & HUCK ROTH RIOJAS PLLC | \$70,611.89 |
| 11/8/21 | 6026817 | FUELCARE INC | \$5,499.88 |
| 11/8/21 | 6026818 | MURRAYSMITH INC | \$10,217.00 |
| 11/8/21 | 6026819 | COMPENSATION WORKS CORP | \$20,025.00 |

Detailed Disbursement Report

| Accounts Payable ACH | | | |
|-----------------------------|------------------------|-----------------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/8/21 | 6026820 | VIRTUAL PEAKER INC | \$3,015.00 |
| 11/9/21 | 6026821 | ALS GROUP USA CORP | \$229.00 |
| 11/9/21 | 6026822 | CARDINAL PAINT & POWDER INC | \$113.75 |
| 11/9/21 | 6026823 | CENTRAL WELDING SUPPLY CO INC | \$558.65 |
| 11/9/21 | 6026824 | DAY MANAGEMENT CORPORATION | \$1,683.62 |
| 11/9/21 | 6026825 | MOTOR TRUCKS INTL & IDEALEASE INC | \$727.75 |
| 11/9/21 | 6026826 | PERTEET INC | \$752.50 |
| 11/9/21 | 6026827 | SNOHOMISH COUNTY | \$203.50 |
| 11/9/21 | 6026828 | STELLAR INDUSTRIAL SUPPLY INC | \$4,878.79 |
| 11/9/21 | 6026829 | UNITED PARCEL SERVICE | \$963.83 |
| 11/9/21 | 6026830 | GORDON TRUCK CENTERS INC | \$10.02 |
| 11/9/21 | 6026831 | WEST COAST PAPER CO | \$3,694.55 |
| 11/9/21 | 6026832 | WESTERN FACILITIES SUPPLY INC | \$1,894.33 |
| 11/9/21 | 6026833 | WILLIAMS SCOTSMAN INC | \$6,203.94 |
| 11/9/21 | 6026834 | ACCESS ASSOCIATES INC | \$2,806.44 |
| 11/9/21 | 6026835 | ANDERSON HUNTER LAW FIRM PS | \$536.94 |
| 11/9/21 | 6026836 | BENS CLEANER SALES INC | \$377.95 |
| 11/9/21 | 6026837 | CELLCO PARTNERSHIP | \$117.06 |
| 11/9/21 | 6026838 | EDGE ANALYTICAL INC | \$368.00 |
| 11/9/21 | 6026839 | GENERAL PACIFIC INC | \$13,625.00 |
| 11/9/21 | 6026840 | NORTHWEST CASCADE INC | \$2,325.43 |
| 11/9/21 | 6026841 | SENSUS USA INC | \$8,344.00 |
| 11/9/21 | 6026842 | SOUND SAFETY PRODUCTS CO INC | \$640.73 |
| 11/9/21 | 6026843 | WALTER E NELSON CO OF WESTERN WA | \$1,229.45 |
| 11/9/21 | 6026844 | HECTOR BRACERO | \$1,039.44 |
| 11/9/21 | 6026845 | ALTEC INDUSTRIES INC | \$9,504.80 |
| 11/9/21 | 6026846 | ANIXTER INC | \$19,479.89 |
| 11/9/21 | 6026847 | SEATTLE NUT & BOLT LLC | \$2,033.45 |
| 11/9/21 | 6026848 | ARC DOCUMENT SOLUTIONS LLC | \$163.49 |
| 11/9/21 | 6026849 | MICHAEL NASH | \$2,145.00 |
| 11/9/21 | 6026850 | NORTH COUNTY OUTLOOK INC | \$405.00 |
| 11/9/21 | 6026851 | MIRO CONSULTING INC | \$1,725.00 |

Detailed Disbursement Report

| Accounts Payable ACH | | | |
|-----------------------------|------------------------|-----------------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/9/21 | 6026852 | HP INC | \$2,470.58 |
| 11/9/21 | 6026853 | STILLY RIVER MECHANICAL INC | \$3,300.00 |
| 11/9/21 | 6026854 | GS HEATING & COOLING LLC | \$1,500.00 |
| 11/9/21 | 6026855 | LISA MURR | \$58.17 |
| 11/9/21 | 6026856 | CHRISTOPHER ANDERSON | \$353.16 |
| 11/9/21 | 6026857 | SCOTT SPAHR | \$344.96 |
| 11/9/21 | 6026858 | AARON STEWART | \$36.40 |
| 11/9/21 | 6026859 | ZACHARY CONLEY | \$75.04 |
| 11/9/21 | 6026860 | ALLAN KOSKI | \$650.00 |
| 11/10/21 | 6026861 | DOBLE ENGINEERING CO | \$12,715.83 |
| 11/10/21 | 6026862 | HOWARD INDUSTRIES INC | \$35,851.90 |
| 11/10/21 | 6026863 | TESSCO INCORPORATED | \$239.05 |
| 11/10/21 | 6026864 | TRENCHLESS CONSTR SVCS LLC | \$47,730.97 |
| 11/10/21 | 6026865 | GORDON TRUCK CENTERS INC | \$200.04 |
| 11/10/21 | 6026866 | VAN NESS FELDMAN LLP | \$4,860.00 |
| 11/10/21 | 6026867 | DESIGNER DECAL INC | \$3,113.38 |
| 11/10/21 | 6026868 | EDGE ANALYTICAL INC | \$192.00 |
| 11/10/21 | 6026869 | GENERAL PACIFIC INC | \$25.01 |
| 11/10/21 | 6026870 | HOGLUNDS TOP SHOP INC | \$373.00 |
| 11/10/21 | 6026871 | LI IMMIGRATION LAW PLLC | \$450.04 |
| 11/10/21 | 6026872 | ELECTRICAL TRAINING ALLIANCE | \$253.24 |
| 11/10/21 | 6026873 | RICOH USA INC | \$2,160.86 |
| 11/10/21 | 6026874 | LOUIS F MATHESON CONSTRUCTION INC | \$1,317.32 |
| 11/10/21 | 6026875 | GRAYBAR ELECTRIC CO INC | \$7,331.71 |
| 11/10/21 | 6026876 | ALTEC INDUSTRIES INC | \$4,828.99 |
| 11/10/21 | 6026877 | ANIXTER INC | \$1,661.66 |
| 11/10/21 | 6026878 | THE GOODYEAR TIRE & RUBBER CO | \$2,572.36 |
| 11/10/21 | 6026879 | CG ENGINEERING PLLC | \$212.50 |
| 11/10/21 | 6026880 | BURNS & MCDONNELL ENGR CO INC | \$4,373.00 |
| 11/10/21 | 6026881 | MYTHICS INC | \$166,632.48 |
| 11/10/21 | 6026882 | CENVEO WORLDWIDE LIMITED | \$3,854.97 |
| 11/10/21 | 6026883 | OAC SERVICES INC | \$5,213.78 |

Detailed Disbursement Report

| Accounts Payable ACH | | | |
|-----------------------------|------------------------|-------------------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/12/21 | 6026884 | ASPLUNDH TREE EXPERT LLC | \$43,547.46 |
| 11/12/21 | 6026885 | ECONOMIC ALLIANCE SNOHOMISH COUNTY | \$50,000.00 |
| 11/12/21 | 6026886 | FRUHLING SAND & TOPSOIL INC | \$3,570.78 |
| 11/12/21 | 6026887 | HOWARD INDUSTRIES INC | \$20,013.25 |
| 11/12/21 | 6026888 | PETROCARD INC | \$1,994.59 |
| 11/12/21 | 6026889 | ROMAINE ELECTRIC CORP | \$1,043.06 |
| 11/12/21 | 6026890 | RWC INTERNATIONAL LTD | \$1,094.22 |
| 11/12/21 | 6026891 | SISKUN INC | \$1,592.07 |
| 11/12/21 | 6026892 | GORDON TRUCK CENTERS INC | \$110.68 |
| 11/12/21 | 6026893 | WESCO DISTRIBUTION INC | \$1,527.36 |
| 11/12/21 | 6026894 | ALLIED ELECTRONICS INC | \$438.89 |
| 11/12/21 | 6026895 | BRAKE & CLUTCH SUPPLY INC | \$323.47 |
| 11/12/21 | 6026896 | EDGE ANALYTICAL INC | \$52.00 |
| 11/12/21 | 6026897 | SENSUS USA INC | \$31,382.19 |
| 11/12/21 | 6026898 | PILCHUCK EQUIPMENT RENTALS AND SALE | \$790.47 |
| 11/12/21 | 6026899 | GRAYBAR ELECTRIC CO INC | \$390.23 |
| 11/12/21 | 6026900 | AB RETAIL INC | \$604.78 |
| 11/12/21 | 6026901 | ARC DOCUMENT SOLUTIONS LLC | \$1,385.13 |
| 11/12/21 | 6026902 | THE GOODYEAR TIRE & RUBBER CO | \$180.07 |
| 11/12/21 | 6026903 | TRAFFIC CONTROL PLAN CO OF WA LLC | \$150.00 |
| 11/12/21 | 6026904 | INFOSOL INC | \$150.00 |
| 11/12/21 | 6026905 | ISSQUARED INC | \$603.90 |
| 11/12/21 | 6026906 | FUEL CARE INC | \$3,567.19 |
| 11/12/21 | 6026907 | PUGET SOUND EXECUTIVE SERVICES INC | \$792.00 |
| 11/12/21 | 6026908 | JOHN HAARLOW | \$1,925.72 |
| 11/12/21 | 6026909 | JEREMY JAMES | \$1,709.94 |
| 11/15/21 | 6026910 | CONSOLIDATED ELECTRICAL DISTRIBUTOR | \$2,918.05 |
| 11/15/21 | 6026911 | DAVID EVANS & ASSOCIATES INC | \$6,653.60 |
| 11/15/21 | 6026912 | HOWARD INDUSTRIES INC | \$53,965.60 |
| 11/15/21 | 6026913 | OFFICE DEPOT INC | \$280.98 |
| 11/15/21 | 6026914 | ROMAINE ELECTRIC CORP | \$143.38 |
| 11/15/21 | 6026915 | RWC INTERNATIONAL LTD | \$2,315.84 |

Detailed Disbursement Report

| Accounts Payable ACH | | | |
|-----------------------------|------------------------|-------------------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/15/21 | 6026916 | TOYOTA TSUSHO MATERIAL HANDLING AME | \$340.72 |
| 11/15/21 | 6026917 | UNITED PARCEL SERVICE | \$98.81 |
| 11/15/21 | 6026918 | GORDON TRUCK CENTERS INC | \$6.23 |
| 11/15/21 | 6026919 | WESCO DISTRIBUTION INC | \$500,860.98 |
| 11/15/21 | 6026920 | ALLIED ELECTRONICS INC | \$20.64 |
| 11/15/21 | 6026921 | COLEHOUR & COHEN INC | \$724.75 |
| 11/15/21 | 6026922 | CULVER COMPANY LLC | \$750.00 |
| 11/15/21 | 6026923 | GENERAL PACIFIC INC | \$272.64 |
| 11/15/21 | 6026924 | HOGLUNDS TOP SHOP INC | \$1,213.29 |
| 11/15/21 | 6026925 | LAW DAWGS INC | \$1,000.00 |
| 11/15/21 | 6026926 | LENZ ENTERPRISES INC | \$243.95 |
| 11/15/21 | 6026927 | RELIANCE MANUFACTURING CORPORATION | \$1,606.13 |
| 11/15/21 | 6026928 | SOUND SAFETY PRODUCTS CO INC | \$5,985.44 |
| 11/15/21 | 6026929 | PILCHUCK EQUIPMENT RENTALS AND SALE | \$878.18 |
| 11/15/21 | 6026930 | GRAYBAR ELECTRIC CO INC | \$666.93 |
| 11/15/21 | 6026931 | MAGNUM POWER LLC | \$463,165.40 |
| 11/15/21 | 6026932 | HECTOR BRACERO | \$683.13 |
| 11/15/21 | 6026933 | ALTEC INDUSTRIES INC | \$3,332.07 |
| 11/15/21 | 6026934 | ANIXTER INC | \$59,901.37 |
| 11/15/21 | 6026935 | AB RETAIL INC | \$470.38 |
| 11/15/21 | 6026936 | ICONIX WATERWORKS INC | \$1,674.62 |
| 11/15/21 | 6026937 | REXEL USA INC | \$246.49 |
| 11/15/21 | 6026938 | MOUSER ELECTRONICS INC | \$209.60 |
| 11/15/21 | 6026939 | STILLY RIVER MECHANICAL INC | \$3,300.00 |
| 11/15/21 | 6026940 | MMCS LLC | \$1,500.00 |
| 11/15/21 | 6026941 | LIBERTY MUTUAL GROUP INC | \$59,003.16 |
| 11/16/21 | 6026942 | ALS GROUP USA CORP | \$205.00 |
| 11/16/21 | 6026943 | CONSOLIDATED ELECTRICAL DISTRIBUTOR | \$1,152.90 |
| 11/16/21 | 6026944 | MR TRUCK WASH INC | \$2,596.60 |
| 11/16/21 | 6026945 | MYERS POWER PRODUCTS INC | \$231,824.48 |
| 11/16/21 | 6026946 | NORTH COAST ELECTRIC COMPANY | \$1,157.68 |
| 11/16/21 | 6026947 | ROMAINE ELECTRIC CORP | \$922.32 |

Detailed Disbursement Report

| Accounts Payable ACH | | | |
|-----------------------------|------------------------|-------------------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/16/21 | 6026948 | RWC INTERNATIONAL LTD | \$448.95 |
| 11/16/21 | 6026949 | STELLAR INDUSTRIAL SUPPLY INC | \$13,476.40 |
| 11/16/21 | 6026950 | GORDON TRUCK CENTERS INC | \$264.44 |
| 11/16/21 | 6026951 | COLEHOUR & COHEN INC | \$100,347.20 |
| 11/16/21 | 6026952 | EDGE ANALYTICAL INC | \$176.00 |
| 11/16/21 | 6026953 | NORTHWEST CASCADE INC | \$47.80 |
| 11/16/21 | 6026954 | SEATTLE AUTOMOTIVE DISTRIBUTING INC | \$71.32 |
| 11/16/21 | 6026955 | GRAYBAR ELECTRIC CO INC | \$1,389.08 |
| 11/16/21 | 6026956 | ALTEC INDUSTRIES INC | \$7,582.11 |
| 11/16/21 | 6026957 | ANIXTER INC | \$1,036.51 |
| 11/16/21 | 6026958 | NORTH COUNTY OUTLOOK INC | \$405.00 |
| 11/16/21 | 6026959 | STILLY RIVER MECHANICAL INC | \$5,000.00 |
| 11/16/21 | 6026960 | AA REMODELING LLC | \$100.00 |
| 11/16/21 | 6026961 | MMCS LLC | \$800.00 |
| 11/16/21 | 6026962 | ROBERT MCMANIS | \$179.00 |
| 11/17/21 | 6026963 | MR TRUCK WASH INC | \$174.72 |
| 11/17/21 | 6026964 | NORTHSTAR CHEMICAL INC | \$1,351.10 |
| 11/17/21 | 6026965 | PUGET SOUND ENERGY INC | \$1,018.64 |
| 11/17/21 | 6026966 | TFS ENERGY LLC | \$925.00 |
| 11/17/21 | 6026967 | TULLETT PREBON AMERICAS CORP | \$1,696.00 |
| 11/17/21 | 6026968 | UNITED PARCEL SERVICE | \$1,826.49 |
| 11/17/21 | 6026969 | GORDON TRUCK CENTERS INC | \$3,626.31 |
| 11/17/21 | 6026970 | WILLIAMS SCOTSMAN INC | \$787.83 |
| 11/17/21 | 6026971 | OTC GLOBAL HOLDINGS LP | \$721.00 |
| 11/17/21 | 6026972 | CELLCO PARTNERSHIP | \$1,316.42 |
| 11/17/21 | 6026973 | OTC GLOBAL HOLDINGS LP | \$850.00 |
| 11/17/21 | 6026974 | HERRERA ENVIRONMENTAL CONSULTANTS I | \$3,679.97 |
| 11/17/21 | 6026975 | LONGS LANDSCAPE LLC | \$382.55 |
| 11/17/21 | 6026976 | MERCURY FITNESS REPAIR INC | \$318.44 |
| 11/17/21 | 6026977 | MILLIMAN INC | \$1,990.00 |
| 11/17/21 | 6026978 | GARY PETERSEN | \$13,811.80 |
| 11/17/21 | 6026979 | QUALCO ENERGY | \$18,172.35 |

Detailed Disbursement Report

| Accounts Payable ACH | | | |
|-----------------------------|------------------------|-------------------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/17/21 | 6026980 | RICHARDSON BOTTLING COMPANY | \$36.17 |
| 11/17/21 | 6026981 | SOUND SAFETY PRODUCTS CO INC | \$65.06 |
| 11/17/21 | 6026982 | REXEL USA INC | \$266.34 |
| 11/17/21 | 6026983 | ORSI LESSEE LLC | \$43,205.40 |
| 11/17/21 | 6026984 | MIRO CONSULTING INC | \$500.00 |
| 11/17/21 | 6026985 | UTEGRATION LLC | \$6,696.80 |
| 11/17/21 | 6026986 | STILLY RIVER MECHANICAL INC | \$2,500.00 |
| 11/17/21 | 6026987 | AA REMODELING LLC | \$1,161.00 |
| 11/18/21 | 6026988 | ASPLUNDH TREE EXPERT LLC | \$32,204.91 |
| 11/18/21 | 6026989 | COMMERCIAL FILTER SALES & SERVICE | \$496.15 |
| 11/18/21 | 6026990 | HOWARD INDUSTRIES INC | \$21,437.35 |
| 11/18/21 | 6026991 | MYERS POWER PRODUCTS INC | \$545.93 |
| 11/18/21 | 6026992 | NORTH COAST ELECTRIC COMPANY | \$1,929.19 |
| 11/18/21 | 6026993 | STAR RENTALS INC | \$3,745.56 |
| 11/18/21 | 6026994 | STELLAR INDUSTRIAL SUPPLY INC | \$394.06 |
| 11/18/21 | 6026995 | GORDON TRUCK CENTERS INC | \$1,341.01 |
| 11/18/21 | 6026996 | WEST COAST PAPER CO | \$1,705.41 |
| 11/18/21 | 6026997 | WILLIAMS SCOTSMAN INC | \$1,710.38 |
| 11/18/21 | 6026998 | LEGACY2012 LLC | \$1,971.25 |
| 11/18/21 | 6026999 | RICHARDSON BOTTLING COMPANY | \$54.86 |
| 11/18/21 | 6027000 | LOUIS F MATHESON CONSTRUCTION INC | \$1,819.66 |
| 11/18/21 | 6027001 | TYNDALE ENTERPRISES INC | \$16,320.27 |
| 11/18/21 | 6027002 | WEX BANK | \$73,321.78 |
| 11/18/21 | 6027003 | ALTEC INDUSTRIES INC | \$449.26 |
| 11/18/21 | 6027004 | FINANCIAL CONSULTING SOLUTIONS GROU | \$4,952.50 |
| 11/18/21 | 6027005 | FASTMAN INC | \$7,606.21 |
| 11/18/21 | 6027006 | HARNISH GROUP INC | \$26,450.66 |
| 11/18/21 | 6027007 | HARNISH GROUP INC | \$1,494.82 |
| 11/18/21 | 6027008 | WASHINGTON ENERGY SERVICES COMPANY | \$3,300.00 |
| 11/18/21 | 6027009 | MMCS LLC | \$1,600.00 |
| 11/18/21 | 6027010 | LINDA BARDELL | \$195.00 |
| 11/18/21 | 6027011 | GREGORY MINNICH | \$125.00 |

Detailed Disbursement Report

| Accounts Payable ACH | | | |
|-----------------------------|------------------------|-------------------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/18/21 | 6027012 | SHELLEY PATTISON | \$222.90 |
| 11/18/21 | 6027013 | BENJAMIN DAVIS | \$254.80 |
| 11/18/21 | 6027014 | RICHARD ROSENKILDE | \$525.00 |
| 11/19/21 | 6027015 | ASSOCIATED PETROLEUM PRODUCTS INC | \$31,739.43 |
| 11/19/21 | 6027016 | AVISTA CORPORATION | \$78,350.00 |
| 11/19/21 | 6027017 | DAVID EVANS & ASSOCIATES INC | \$27,450.00 |
| 11/19/21 | 6027018 | IBEW LOCAL 77 | \$71,217.39 |
| 11/19/21 | 6027019 | PORTLAND GENERAL ELECTRIC CO | \$39,050.00 |
| 11/19/21 | 6027020 | BRAKE & CLUTCH SUPPLY INC | \$320.56 |
| 11/19/21 | 6027021 | NORTHWEST CASCADE INC | \$365.60 |
| 11/19/21 | 6027022 | ROHLINGER ENTERPRISES INC | \$113.25 |
| 11/19/21 | 6027023 | OFFICE OF THE SECRETARY OF STATE | \$2,681.50 |
| 11/19/21 | 6027024 | ALTEC INDUSTRIES INC | \$9,494.56 |
| 11/19/21 | 6027025 | ANIXTER INC | \$972.52 |
| 11/19/21 | 6027026 | API NATIONAL SERVICE GROUP INC | \$3,134.97 |
| 11/19/21 | 6027027 | CONOCOPHILLIPS COMPANY | \$9,450.00 |
| 11/19/21 | 6027028 | WELLNESS BY WISHLIST INC | \$995.83 |
| 11/19/21 | 6027029 | AMERICAN CRAWLSPACE & PEST SERVICES | \$615.00 |
| 11/19/21 | 6027030 | COZY HEATING INC | \$1,500.00 |
| 11/22/21 | 6027031 | ALS GROUP USA CORP | \$85.00 |
| 11/22/21 | 6027032 | MILES SAND & GRAVEL COMPANY | \$91.56 |
| 11/22/21 | 6027033 | HOWARD INDUSTRIES INC | \$43,939.76 |
| 11/22/21 | 6027034 | MOTOR TRUCKS INTL & IDEALEASE INC | \$447.98 |
| 11/22/21 | 6027035 | NELSON DISTRIBUTING INC | \$2,030.56 |
| 11/22/21 | 6027036 | GREGORY DONALD SCOTT | \$10,000.00 |
| 11/22/21 | 6027037 | ROMAINE ELECTRIC CORP | \$467.53 |
| 11/22/21 | 6027038 | SAP AMERICA INC | \$129,943.36 |
| 11/22/21 | 6027039 | S&C ELECTRIC COMPANY | \$189,935.34 |
| 11/22/21 | 6027040 | TOPSOILS NORTHWEST INC | \$110.00 |
| 11/22/21 | 6027041 | WESCO DISTRIBUTION INC | \$179,351.81 |
| 11/22/21 | 6027042 | AARD PEST CONTROL INC | \$137.25 |
| 11/22/21 | 6027043 | CELLCO PARTNERSHIP | \$72,869.90 |

Detailed Disbursement Report

| Accounts Payable ACH | | | |
|-----------------------------|------------------------|-----------------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/22/21 | 6027044 | THE COMPLETE LINE LLC | \$82.35 |
| 11/22/21 | 6027045 | CUZ CONCRETE PRODUCTS INC | \$218.00 |
| 11/22/21 | 6027046 | LAW DAWGS INC | \$2,000.00 |
| 11/22/21 | 6027047 | LENZ ENTERPRISES INC | \$630.18 |
| 11/22/21 | 6027048 | ELECTRICAL TRAINING ALLIANCE | \$67.35 |
| 11/22/21 | 6027049 | NORTHWEST CASCADE INC | \$333.85 |
| 11/22/21 | 6027050 | SOUND SAFETY PRODUCTS CO INC | \$1,988.86 |
| 11/22/21 | 6027051 | UNITED RENTALS NORTH AMERICA INC | \$4,241.20 |
| 11/22/21 | 6027052 | ALTEC INDUSTRIES INC | \$2,046.36 |
| 11/22/21 | 6027053 | ANIXTER INC | \$35,796.12 |
| 11/22/21 | 6027054 | BALLARD HARDWARE & SUPPLY INC | \$9,029.51 |
| 11/22/21 | 6027055 | MURRAYSMITH INC | \$36,261.38 |
| 11/22/21 | 6027056 | DIRK SOBOTA | \$102.00 |
| 11/22/21 | 6027057 | TROY HAUGSTAD | \$125.00 |
| 11/22/21 | 6027058 | JOSEPH DVORAK | \$102.00 |
| 11/22/21 | 6027059 | JESSICA RAAB HOLMGREN | \$1,265.53 |
| 11/22/21 | 6027060 | LIBERTY MUTUAL GROUP INC | \$2,315.26 |
| 11/23/21 | 6027061 | PITNEY BOWES PRESORT SERVICES LLC | \$275.78 |
| 11/23/21 | 6027062 | STELLAR INDUSTRIAL SUPPLY INC | \$3,857.41 |
| 11/23/21 | 6027063 | WESCO DISTRIBUTION INC | \$155,779.24 |
| 11/23/21 | 6027064 | NORTHWEST CASCADE INC | \$430.00 |
| 11/23/21 | 6027065 | POLY BAG LLC | \$49.22 |
| 11/23/21 | 6027066 | POWER ENGINEERS INC | \$36,690.19 |
| 11/23/21 | 6027067 | WALTER E NELSON CO OF WESTERN WA | \$3,605.56 |
| 11/23/21 | 6027068 | ALTEC INDUSTRIES INC | \$17,766.98 |
| 11/23/21 | 6027069 | ANIXTER INC | \$32,947.37 |
| 11/23/21 | 6027070 | REXEL USA INC | \$107.60 |
| 11/23/21 | 6027071 | API NATIONAL SERVICE GROUP INC | \$421.70 |
| 11/23/21 | 6027072 | CENVEO WORLDWIDE LIMITED | \$1,343.68 |
| 11/23/21 | 6027073 | USIC HOLDINGS INC | \$825.00 |
| 11/23/21 | 6027074 | WILLIS TOWERS WATSON US LLC | \$13,066.20 |
| 11/23/21 | 6027075 | STILLY RIVER MECHANICAL INC | \$800.00 |

Detailed Disbursement Report

| Accounts Payable ACH | | | |
|-----------------------------|------------------------|-------------------------------------|---------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/23/21 | 6027076 | RACHEL MCDANIEL | \$112.00 |
| 11/24/21 | 6027077 | ASPLUNDH TREE EXPERT LLC | \$33,620.88 |
| 11/24/21 | 6027078 | ASSOCIATED PETROLEUM PRODUCTS INC | \$30,945.62 |
| 11/24/21 | 6027079 | CONSOLIDATED ELECTRICAL DISTRIBUTOR | \$13,937.62 |
| 11/24/21 | 6027080 | DOBLE ENGINEERING CO | \$408.00 |
| 11/24/21 | 6027081 | HARGIS ENGINEERS INC | \$481.80 |
| 11/24/21 | 6027082 | HOWARD INDUSTRIES INC | \$42,255.43 |
| 11/24/21 | 6027083 | MOTOR TRUCKS INTL & IDEALEASE INC | \$87.73 |
| 11/24/21 | 6027084 | MR TRUCK WASH INC | \$2,635.20 |
| 11/24/21 | 6027085 | ON HOLD CONCEPTS INC | \$203.14 |
| 11/24/21 | 6027086 | RWC INTERNATIONAL LTD | \$285.28 |
| 11/24/21 | 6027087 | GORDON TRUCK CENTERS INC | \$1,014.76 |
| 11/24/21 | 6027088 | WESCO DISTRIBUTION INC | \$5,727.61 |
| 11/24/21 | 6027089 | WW GRAINGER INC | \$535.74 |
| 11/24/21 | 6027090 | AARD PEST CONTROL INC | \$104.88 |
| 11/24/21 | 6027091 | CUZ CONCRETE PRODUCTS INC | \$1,994.30 |
| 11/24/21 | 6027092 | DESIGNER DECAL INC | \$1,364.70 |
| 11/24/21 | 6027093 | EDGE ANALYTICAL INC | \$534.00 |
| 11/24/21 | 6027094 | EVERETT STEEL INC | \$5,423.91 |
| 11/24/21 | 6027095 | GENERAL PACIFIC INC | \$18,521.56 |
| 11/24/21 | 6027096 | LENZ ENTERPRISES INC | \$66.00 |
| 11/24/21 | 6027097 | LONGS LANDSCAPE LLC | \$5,072.70 |
| 11/24/21 | 6027098 | NORTHWEST CASCADE INC | \$1,373.84 |
| 11/24/21 | 6027099 | DAVID JAMES PERKINS | \$3,475.00 |
| 11/24/21 | 6027100 | POWER-GLASS INC | \$1,364.13 |
| 11/24/21 | 6027101 | RICOH USA INC | \$6,041.24 |
| 11/24/21 | 6027102 | LOUIS F MATHESON CONSTRUCTION INC | \$2,628.16 |
| 11/24/21 | 6027103 | SENSUS USA INC | \$81,910.00 |
| 11/24/21 | 6027104 | SOUND SAFETY PRODUCTS CO INC | \$5,329.41 |
| 11/24/21 | 6027105 | ULINE INC | \$427.34 |
| 11/24/21 | 6027106 | WETHERHOLT & ASSOCIATES INC | \$9,676.25 |
| 11/24/21 | 6027107 | PILCHUCK EQUIPMENT RENTALS AND SALE | \$2,643.37 |

Detailed Disbursement Report

| Accounts Payable ACH | | | |
|----------------------|-----------------|------------------------------------|-------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/24/21 | 6027108 | GRAYBAR ELECTRIC CO INC | \$3,943.31 |
| 11/24/21 | 6027109 | ALTEC INDUSTRIES INC | \$1,384.81 |
| 11/24/21 | 6027110 | AB RETAIL INC | \$537.58 |
| 11/24/21 | 6027111 | ARC DOCUMENT SOLUTIONS LLC | \$1,450.46 |
| 11/24/21 | 6027112 | ICONIX WATERWORKS INC | \$125.36 |
| 11/24/21 | 6027113 | REXEL USA INC | \$125.48 |
| 11/24/21 | 6027114 | GOLDFARB & HUCK ROTH RIOJAS PLLC | \$32,655.00 |
| 11/24/21 | 6027115 | CENVEO WORLDWIDE LIMITED | \$3,854.97 |
| 11/24/21 | 6027116 | LANE POWELL PC | \$8,432.00 |
| 11/24/21 | 6027117 | QCERA INC | \$1,994.00 |
| 11/24/21 | 6027118 | WASHINGTON ENERGY SERVICES COMPANY | \$600.00 |
| 11/24/21 | 6027119 | COHEN VENTURES INC | \$12,427.20 |
| 11/24/21 | 6027120 | BILL GREENFIELD | \$125.00 |
| 11/24/21 | 6027121 | TORRE OLSON | \$125.00 |
| 11/24/21 | 6027122 | AARON STEWART | \$7.28 |
| 11/24/21 | 6027123 | JEFFREY FEINBERG | \$706.61 |
| 11/24/21 | 6027124 | KELSEY LEWIS | \$189.92 |

Total: \$4,333,081.63

Detailed Disbursement Report

| Accounts Payable Wires | | | |
|------------------------|-----------------|-------------------------------------|-----------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/10/21 | 7002365 | ICMA-RC | \$35,361.36 |
| 11/10/21 | 7002366 | CRAWFORD & COMPANY | \$1,122.24 |
| 11/12/21 | 7002367 | US BANK NA | \$5,976.20 |
| 11/15/21 | 7002368 | US POSTAL SVC | \$60,000.00 |
| 11/16/21 | 7002369 | US BANK NA | \$1,926,379.76 |
| 11/17/21 | 7002370 | PUBLIC UTILITY DIST NO 1 OF CHELAN | \$308,906.00 |
| 11/19/21 | 7002371 | CITY OF TACOMA WASHINGTON | \$53,024.00 |
| 11/19/21 | 7002372 | EDF TRADING NORTH AMERICA LLC | \$40,785.00 |
| 11/19/21 | 7002373 | HAMPTON LUMBER MILLS-WA INC | \$108,595.76 |
| 11/19/21 | 7002374 | AVANGRID RENEWABLES LLC | \$1,572,058.40 |
| 11/19/21 | 7002375 | ICMA-RC | \$182,251.18 |
| 11/19/21 | 7002376 | IDAHO POWER COMPANY | \$23,200.00 |
| 11/19/21 | 7002377 | LL&P WIND ENERGY INC | \$241,287.81 |
| 11/19/21 | 7002378 | PUBLIC UTILITY DIST NO 1 OF SNOHOMI | \$42,146.58 |
| 11/19/21 | 7002379 | ICMA-RC | \$518,234.60 |
| 11/19/21 | 7002380 | US BANK NA | \$25,822.06 |
| 11/22/21 | 7002381 | THE ENERGY AUTHORITY INC | \$61,727.50 |
| 11/22/21 | 7002382 | PUGET SOUND ENERGY INC | \$302,283.00 |
| 11/22/21 | 7002383 | CITY OF SEATTLE | \$315,110.61 |
| 11/22/21 | 7002384 | TRANSALTA ENERGY MARKETING US INC | \$171,841.00 |
| 11/22/21 | 7002385 | US DEPARTMENT OF ENERGY | \$108,046.00 |
| 11/22/21 | 7002386 | EXELON CORP | \$36,068.00 |
| 11/22/21 | 7002387 | AVANGRID RENEWABLES LLC | \$2,830.00 |
| 11/22/21 | 7002388 | MACQUARIE ENERGY NORTH AMERICA TRAD | \$677,988.00 |
| 11/22/21 | 7002389 | CALPINE CORP | \$24,260.00 |
| 11/24/21 | 7002390 | US DEPARTMENT OF ENERGY | \$24,288,857.00 |

Total: \$31,134,162.06

Detailed Disbursement Report

| Payroll | | | |
|-----------------|----------------------------|--------------------------------|----------------|
| Period End Date | Payment Ref Nbr | Payee | Amount |
| 11/18/21 | 5300000539 | PUD EMPLOYEES - DIRECT DEPOSIT | \$4,352,836.79 |
| 11/22/21 | 844491 - 844502 | PUD EMPLOYEES - WARRANTS | \$31,374.51 |

Detailed Disbursement Report

| Automatic Debit Payments | | | |
|--------------------------|-----------------|---------------------------|-----------------------|
| Payment Date | Payment Ref Nbr | Payee | Amount |
| 11/8/21 | 5300000536 | STATE OF WA DEPT OF RETIR | \$1,940,769.82 |
| 11/12/21 | 5300000537 | STATE OF WA DEPT OF REVEN | \$20,481.29 |
| 11/17/21 | 5300000538 | US POSTAL SVC | \$110,000.00 |
| 11/18/21 | 5300000539 | AUTOMATIC DATA PROCESSING | \$1,107,843.46 |
| Total: | | | \$3,179,094.57 |



BUSINESS OF THE COMMISSION

Meeting Date: December 7, 2021

Agenda Item: 6A

TITLE:

Continue Public Hearing on the 2021 IRP, 2021 CEIP, and 2022-2023 Biennial Conservation Targets

SUBMITTED FOR: Public Hearing

| | | |
|--|----------------|---|
| Power Supply | Garrison Marr | 8368 |
| <i>Department</i> | <i>Contact</i> | <i>Extension</i> |
| Date of Previous Briefing: <u>12/3/2019, 8/4/2020, 8/18/2020, 11/3/2020, 7/20/2021, 10/26/2021, 11/2/2021 and 11/16/21</u> | | |
| Estimated Expenditure: | <u>None</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, GP-3(4)C(1) – a non-delegable, statutorily assigned duty – Rates/fees
Ends Policy 2.2 – Utilities are in adequate supply with reasonable reserves

A public hearing was convened on November 16, 2021 as a venue for public comments on three related regulatory filings, the 2021 Integrated Resource Plan, the 2022-2023 Biennial Conservation Targets, and the 2021 CEIP.

Staff originally planned to have the Commission close the public hearing and consider approval and adoption of the three filings on December 7, 2021. However, staff requires additional time to complete the notice and comment period associated with the State Environmental Policy Act (“SEPA”) for the documents. Therefore, staff requests that the Commission continue the public hearing until the meeting on December 21, 2021.

Additional Information on the 2021 Draft IRP and the 2021 CEIP is available on the PUD website Clean Energy page, found under Community& Environment.

List Attachments:
None



BUSINESS OF THE COMMISSION

Meeting Date: December 7, 2021

Agenda Item: 7A

TITLE:

Consideration of a Resolution Adopting the 2022 Budget for Public Utility District No. 1 of Snohomish County, Washington

SUBMITTED FOR: Public Hearing and Action

| | | |
|---|-------------------------------|---|
| <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: <u>November 16, 2021</u> | | |
| Estimated Expenditure: _____ | | Presentation Planned <input type="checkbox"/> |

ACTION REQUIRED:

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

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

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

The attached Resolution adopts the 2022 Budget for the Electric, Generation and Water Systems.

- List Attachments:*
- Resolution
 - Exhibit A

RESOLUTION NO. _____

A RESOLUTION Adopting the 2022 Budget for Public Utility
District No. 1 of Snohomish County, Washington

WHEREAS, a proposed budget for Public Utility District No. 1 of Snohomish County, Washington (the “District”), was filed by the Commission of the District in accordance with the requirements of applicable law; and

WHEREAS, after having given prior notice to the public in accordance with the requirements of applicable law, the Commission held public hearings to take testimony on issues relating to spending levels under consideration for the year 2022; and

WHEREAS, Resolution 5853 Modifying the Electric System’s Financial Reserve Policy provides that cash reserves and funds are presented in the annual budget and that the staff discuss with the Board proposed modifications of funds; and

WHEREAS, after having considered staff’s estimates of income for 2022 and estimates of expenditures, capital construction requirements, and projected use of reserve funds, and having considered the public testimony of those customers submitting and offering testimony, the Commission has concluded that the 2022 District budget summarized in Exhibit “A” hereto is fairly structured to meet the needs of the District and its customers.

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

1. The 2022 budget and the Fund transfers for Public Utility District No. 1 of Snohomish County, as summarized in the attached Exhibit “A,” is hereby adopted.

PASSED AND APPROVED this 7th day of December, 2021.

President

Vice-President

Secretary

Snohomish County PUD 2022 Budget

| (\$000's) | Electric | Generation | Water |
|--|--------------------|--------------------|-------------------|
| Operating Revenues | | | |
| Energy/Water Retail Sales | \$ 624,652 | \$ 27,131 | \$ 13,135 |
| Energy/Water Wholesale Sales | 45,931 | - | 496 |
| Other Operating Revenues | 36,622 | - | 379 |
| Total Operating Revenues | \$ 707,205 | \$ 27,131 | \$ 14,010 |
| Operating Expenses | | | |
| Purchased Power/Water | \$ 325,237 | \$ - | \$ 3,352 |
| Operations & Maintenance | 246,781 | 10,044 | 7,327 |
| Taxes | 38,901 | 98 | 712 |
| Depreciation (non-cash) | 59,433 | 6,067 | 3,334 |
| Total Operating Expenses | \$ 670,352 | \$ 16,208 | \$ 14,725 |
| Net Operating Income | \$ 36,852 | \$ 10,923 | \$ (715) |
| Non-Operating Income (Expense) | | | |
| Interest Income & Other | \$ 6,740 | \$ 709 | \$ 91 |
| Interest Charges | (17,608) | (4,497) | (366) |
| Contributions | 32,867 | 50 | 5,149 |
| Total Non-Operating Income (Expense) | \$ 22,000 | \$ (3,738) | \$ 4,875 |
| Net Income | \$ 58,852 | \$ 7,185 | \$ 4,160 |
| Other Sources and (Uses) of Funds | | | |
| Capital Expenditures | \$ (159,383) | \$ (4,784) | \$ (13,420) |
| Debt Service Principal | (11,550) | (8,467) | (1,828) |
| Loan Repayments and Other | 7,440 | - | 3,567 |
| Reserve Use: Revenue Fund | 38,025 | - | 2,365 |
| Reserve Use: Project/Bond Construction Funds | 77,600 | - | 1,822 |
| Total Other Sources (Uses) | \$ (47,868) | \$ (13,252) | \$ (7,494) |



BUSINESS OF THE COMMISSION

Meeting Date: December 7, 2021

Agenda Item: 8A

TITLE

Consideration of a Motion Accepting the Financial Planning and Budgeting Monitoring Report

SUBMITTED FOR: Items for Individual Consideration

| | | |
|----------------------------------|------------------|---|
| Finance Division _____ | Sarah Bond _____ | 8448 _____ |
| <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 Limitation 4 – Financial Planning and Budgeting

List Attachments:

Internal Monitoring Report – Financial Planning and Budgeting (EL-4)



GOVERNANCE
INTERNAL MONITORING REPORT

Report Date: December 7, 2021

Policy Type: Executive Limitations

Reporting Method: [X] Executive Report [] External Audit [] Direct Inspection

Policy Title: Financial Planning and Budgeting (EL-4)

Date of Policy: April 27, 1999

Frequency: Annually

Global Policy Prohibition: The District's multi-year financial plan shall not deviate materially from the Board's Ends priorities or risk fiscal jeopardy. The District's annual budget shall not fail to be derived from a multi-year plan of at least five years.

Interpretation: The District will prepare a multi-year financial plan that is fiscally responsible and consistent with the Board's Ends Policy.

Compliance: This report constitutes my assurance that, as reasonably interpreted, the District is in compliance with these conditions as of December 7, 2021.

Summary Data: A proposed budget and multi-year forecast, along with key assumptions, was provided and discussed with the Board during the November 2, 2021 and November 16, 2021 public hearings.

Signed [Signature]
John A. Haarlow, CEO/General Manager

[Signature]
Date 11/30/2021

Signed [Signature]
J. Scott Jones, Chief Financial Officer

11/22/2021
Date

- 1. Policy Prohibition: Accordingly, the General Manager shall not allow financial planning/budgeting which fails to include credible projection of revenues and expenses, separation of capital and operations items, cash flow, and disclosure of planning assumptions.

Interpretation: The proposed budget and five-year forecast will be prepared with realistic projections of revenues and expenditures, and will include adequate disclosure of major assumptions, components, and effect on reserves.

Conclusion: This Executive Limitation was followed with no known exceptions.

Summary Data: Staff provided the Board with a proposed budget and multi-year forecast during the November 2, 2021 and November 16, 2021 public hearings.

- Policy Prohibition:** *Accordingly, the General Manager shall not allow financial planning/budgeting which allows operating cash to drop below a safety reserve of less than \$20 million at the end of any fiscal year.*

Interpretation: The proposed budget and five-year forecast will be prepared to ensure that operating reserves stay at or above \$20 million.

Conclusion: The District's financial reserve policies mandate operating reserves well above this Executive Limitation.

Summary Data: The proposed budget and multi-year forecast prepared for the November 2021 public hearings included reserve projections well above this \$20 million target.

- Policy Prohibition:** *Accordingly, the General Manager shall not allow financial planning/budgeting which provides less for Board prerogatives during the year than is set forth in the Cost of Governance policy.*

Interpretation: The proposed budget and multi-year forecast will include resources to ensure the Board of Commissioners can fulfill their policy-making responsibilities.

Conclusion: This Executive Limitation was followed with no known exceptions.

Summary Data: The proposed budget and multi-year forecast prepared for the November 2021 public hearings included resources specific to the Board of Commissioners and was prepared in conjunction with the Clerk of the Board based on Board input.

- Policy Prohibition:** *Accordingly, the General Manager shall not allow financial planning/budgeting which allows Electric System year-end debt service coverage to fall below 1.75.*

Interpretation: The proposed budget and multi-year forecast will reflect debt service coverage for each year at 1.75 or higher.

Conclusion: This Executive Limitation was followed with no known exceptions.

Summary Data: The proposed budget and multi-year forecast prepared for the November 2021 public hearings reflected debt service coverage levels above 1.75.

- Policy Prohibition:** *Accordingly, the General Manager shall not allow financial planning/budgeting which finances greater than forty percent (40%) of non-generation Electric System capital improvements within a fifteen-year period including the plan year.*

Interpretation: The proposed budget and multi-year forecast will be prepared assuming bond proceeds for the fifteen-year period (including the multi-year forecast) do not exceed 40% of capital expenditures during the same period.

Conclusion: This Executive Limitation was followed with no known exceptions.

Summary Data: The proposed budget and multi-year forecast prepared for the November 2021 public hearings reflected bond proceeds that were below 40% of the anticipated capital expenditures during the same period.

6. **Policy Prohibition:** *Accordingly, the General Manager shall not allow financial planning/budgeting which plans for rate increases in excess of three percent (3%) in any year, or compound increases in excess of nine percent (9%) over any consecutive five year period.*

Interpretation: The proposed budget and multi-year forecast will be prepared assuming the District will have no general rate increases greater than 3% in any year or cumulative general rate increases greater than 9% compounded over a five year period.

Conclusion: This Executive Limitation was followed with no known exceptions. The District's Bonneville Power Administration Cost Adjustment Clause (Resolution 5440) allows for BPA rate adjustments in addition to general rate increases.

Summary Data: The proposed budget and multi-year forecast prepared for the November 2021 public hearings reflected a general rate increase of 2.1% for 2022 and additional rate increases between 1.5%-2.0% for 2023 through 2026. No year includes a rate increase greater than 3.0% and the compound impact of these rate increases was below 9% for the five year forecast.

7. **Policy Prohibition:** *Accordingly, the General Manager shall not allow financial planning/budgeting which fails to maintain annual spending on public purposes of three percent (3%) of Electric System revenue beginning in 2001. (Public purposes spending is defined as those expenditures related to conservation, weatherization, and renewable resources.)*

Interpretation: The proposed budget and multi-year forecast will be prepared with the assumption that the District should spend at least three-percent of retail energy sales on public purposes expenditures.

Conclusion: This Executive Limitation was followed with no known exceptions.

Summary Data: The proposed budget and multi-year forecast prepared for the November 2021 public hearings reflected public purposes spending well in excess of the 3% requirement.



BUSINESS OF THE COMMISSION

Meeting Date: December 7, 2021

Agenda Item: 8B

TITLE:

Consideration of a Resolution Authorizing the CEO/General Manager to Execute the Proposed Water Service Area Agreement Between Public Utility District No. 1 of Snohomish County – May Creek Water System and the City of Gold Bar

SUBMITTED FOR: Items for Individual Consideration

| | | |
|--|-------------------|---|
| <u>Water Utility</u> | <u>Brant Wood</u> | <u>3003</u> |
| <i>Department</i> | <i>Contact</i> | <i>Extension</i> |
| Date of Previous Briefing: <u>November 2, 2021</u> | | |
| 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: Ends Policies E-1(5) Utilities are provided at the lowest possible cost consistent with sound business principles; GP3(4) Non-delegable, statutorily-assigned duties.

This proposed resolution authorizing the CEO/General Manager to execute a new Water Service Area Agreement with the City of Gold Bar was previously introduced at the Regular Meeting of the Board of Commissioners on November 2, 2021 and is being considered for adoption this day.

By way of background, the District’s May Creek water system provides retail water service to incorporated portions of the City of Gold Bar (“City”) and portions of unincorporated Snohomish County.

On January 29, 1997, the District signed an "Agreement for Establishing Water Utility Service Area Boundaries," a copy of which is on file with Snohomish County Planning and Development Services (“PDS”), that established service area boundaries for the District’s May Creek water system consistent with the North Snohomish County Coordinated Water System Plan.

On June 18, 2001, the District and the City entered into a Settlement and Release Agreement, whereby the District transferred a portion of its May Creek future water service area to the City.

The 2001 agreement expired on January 1, 2020, but has remained in effect based on mutual consent of the Parties, pending the execution of a new Agreement that establishes and maintains the District's May Creek water service area boundaries. In addition, prior to the 2001 Agreement, the City connected two residential properties located at 40617 State Route 2 and 40818 May Creek Road, which properties were incorrectly identified in Exhibit A of the 2001 Agreement; and

The District and City have negotiated in good faith a new Water Service Area Agreement which recognizes and adjusts the District's retail water service area to exclude two residential properties that have been served by the City prior to the 2001 agreement.

List Attachments:

Resolution

Exhibit A

RESOLUTION NO. _____

A RESOLUTION Authorizing the CEO/General Manager to Execute the Proposed Water Service Area Agreement Between Public Utility District No. 1 of Snohomish County – May Creek Water System and the City of Gold Bar

WHEREAS, Public Utility District No. 1 of Snohomish County’s (the “District’s”) May Creek water system provides retail water service to incorporated portions of the City of Gold Bar (“City”) and to portions of unincorporated Snohomish County; and

WHEREAS, on January 29, 1997, the District signed an "Agreement for Establishing Water Utility Service Area Boundaries," a copy of which is on file with Snohomish County Planning and Development Services (“PDS”), that established service area boundaries for the District’s May Creek water system consistent with the North Snohomish County Coordinated Water System Plan; and

WHEREAS, on June 18, 2001, the District and the City entered into a Settlement and Release Agreement (“2001 Agreement”), whereby the District transferred a portion of its May Creek future water service area to the City, and the Parties set forth the retail and adjusted future water service area boundaries for both the City system and the District’s May Creek systems; and

WHEREAS, the 2001 Agreement expired on January 1, 2020, but has remained in effect based on mutual consent of the Parties, pending the execution of a new Agreement that establishes and maintains the District’s May Creek water service boundaries; and

WHEREAS, prior to the 2001 Agreement, the City connected two residential properties located at 40617 State Route 2 and 40818 May Creek Road, which properties were incorrectly identified in the 2001 Agreement Exhibit A; and

WHEREAS, Washington Administrative Code Section 246-293-250(1) provides that the future service area boundaries of public water systems shall be determined by written agreement among respective existing purveyors and incorporated into a coordinated water system plan, and the future service area boundaries related to the Parties are depicted in this Agreement; and

WHEREAS, staff recommend that the District enter into the proposed Water Service Area Agreement in order to provide for a one-time voluntary retail boundary line adjustment to the Parties' retail water service area in order to transfer the two aforementioned residential properties to the City's retail water service area for water system planning purposes and establish the water system boundaries between the two systems; and

WHEREAS, the proposed Agreement was presented at the Board's regular public meeting on November 2, 2021, the Board has reviewed the proposed Water Service Area Agreement Between Public Utility District No. 1 of Snohomish County – May Creek Water System and the City of Gold Bar, attached hereto as Exhibit "A", and incorporated herein by this reference, and finds that approving the Agreement is in the best interest of the District and its water service customers.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Public Utility District No. 1 of Snohomish County, Washington, hereby authorizes the District's CEO/General Manager or his designee to:

1. Execute the proposed Water Service Area Agreement Between Public Utility District No. 1 of Snohomish County – May Creek Water System and the City of Gold Bar, in a form substantially similar to that which is attached hereto as Exhibit "A"; provided that the

final form of the Agreement shall be subject to review and approval by the District's General Counsel or her designee; and

2. Take any and all other actions necessary to complete the Agreement.

PASSED AND APPROVED this 7th day of December, 2021.

President

Vice-President

Secretary

Exhibit A

AFTER RECORDING PLEASE RETURN TO:
 SNOHOMISH COUNTY PUD WATER UTILITY
 P. O. BOX 1107, M/S LS
 EVERETT, WASHINGTON 98206-1107

**WATER SERVICE AREA AGREEMENT BETWEEN
 PUD NO. 1 of SNOHOMISH COUNTY – MAY CREEK WATER SYSTEM
 AND THE CITY OF GOLD BAR**

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the Public Utility District No. 1 of Snohomish County, a Washington municipal corporation (the "District"), and the City of Gold Bar, a Washington municipal corporation (the "City"). The District and the City are also referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, the **District's** May Creek water system provides retail water service to incorporated portions of the City and to portions of unincorporated Snohomish County; and

WHEREAS, on January 29, 1997, the District signed an "Agreement for Establishing Water Utility Service Area Boundaries," on file with Snohomish County Planning and Development Services (PDS), that established service area boundaries for the District's May Creek water system consistent with the North Snohomish County Coordinated Water System Plan; and

WHEREAS, the District and the City entered into a Settlement and Release Agreement, on June 18, 2001 (2001 Agreement), whereby the District transferred a portion of its May Creek future water service area to the City; and

WHEREAS, in addition to providing for the transfer of a portion of the District's May Creek future water service area, the 2001 Agreement also, as shown in Exhibit A, depicted: (1) the District's current May Creek retail and adjusted future water service area boundaries; and (2) the City's retail and adjusted future water service area boundaries; and

WHEREAS, the 2001 Agreement expired on January 1, 2020, but has remained in effect based on mutual agreement of the Parties pending the execution of a new Agreement and Exhibits that maintain the District's May Creek water service boundaries; and

WHEREAS, Washington Administrative Code (WAC)246-293-250(1) establishes that the future service area boundaries of public water systems shall be determined by written agreement among respective existing purveyors and incorporated into a coordinated water system plan. Such future service area boundaries related to the Parties are depicted in this Agreement; and

WHEREAS, prior to the 2001 agreement, the City connected two residential properties located at 40617 State Route 2 and 40818 May Creek Road located within the District's retail water service area as depicted within the 2001 Agreement Exhibit A. Those properties were incorrectly identified in the 2001 Agreement Exhibit A; and

WHEREAS, the District is willing to make a one-time voluntary retail boundary line adjustment to its retail water service area pursuant to this new Agreement that transfers the two aforementioned residential properties to the City's retail water service area for water system planning purposes.

NOW, THEREFORE, for the mutual benefits to be derived, the Parties agree to as follows:

Section 1: 2021 Agreement Superseding

It is agreed to by the Parties that this new Agreement, hereafter referred to as the “2021 Agreement” and Exhibit A attached hereto fully and accurately reflects the Parties’ current retail and future water service areas. The Parties further agree that the 2021 Agreement and Exhibit A shall replace and supersede the expired 2001 Agreement, related Exhibit A, and all prior negotiations, representations and exhibits for the purpose of describing and maintaining the District’s current May Creek water service area boundaries and City’s current water service area boundaries.

Section 2: Service Area Boundaries Reflected in Water System Plans

The Parties agree that the 2021 Agreement and related Exhibit A shall be fully incorporated and appropriately referenced within their respective water system plans, either by amendment or by inclusion in a water system plan update, whichever occurs sooner but under any circumstance shall occur no later than June 30, 2022.

Section 3: Unauthorized Service Area Connections

The City agrees that it shall take no unilateral action to connect any properties within the District’s retail or future water service area beyond those depicted in Exhibit A to this Agreement and located at 40617 State Route 2 and 40818 May Creek Road, absent securing a written amendment to this Agreement as provided for Section 4 of this Agreement. The City and District further agree that any unilateral and/or unauthorized connection of properties located within the other Party’s respective retail and future water service areas as depicted by Exhibit A shall constitute a violation of this Agreement subject to resolution under Section 7 of this Agreement.

Section 4: Amendment

No change, amendment, or modification of any provision or exhibit to this Agreement shall be valid or authorized unless set forth in a written amendment to this Agreement signed by both Parties.

Section 5: Term

This Agreement shall be effective from the date of execution by authorized representatives of both Parties hereto. This Agreement shall remain in effect unless amended or terminated by written mutual agreement of the Parties or upon one (1) year written notice by either Party; PROVIDED, that the term of the Agreement may be affected by third party legal action or order.

Section 6: Agreement Filed and Recorded

The 2021 Agreement has been filed and recorded with Snohomish County Planning and Development Services.

Section 7: Resolution of Disputes

The Parties may elect to submit any disputes to binding arbitration or other alternative dispute resolution measures agreeable to both Parties. Each Party agrees to bear its own costs, and any common costs of arbitration or alternative dispute resolution measure shall be borne by the Parties. Disputes between the Parties not submitted by mutual agreement to such an alternative process shall be resolved by application to the Superior Court of the State of Washington, with venue in Snohomish County. This Agreement shall be enforced and interpreted in accordance with the laws of the United States and the State of Washington. The prevailing Party in any dispute which proceeds to judgment in superior court shall be entitled to reasonable attorney fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the _____ day of _____, 2021.

PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY:

By: _____
John Haarlow, CEO/General Manager

Date: _____

APPROVED AS TO FORM:

Assistant General Counsel

Date: _____

CITY OF GOLD BAR:

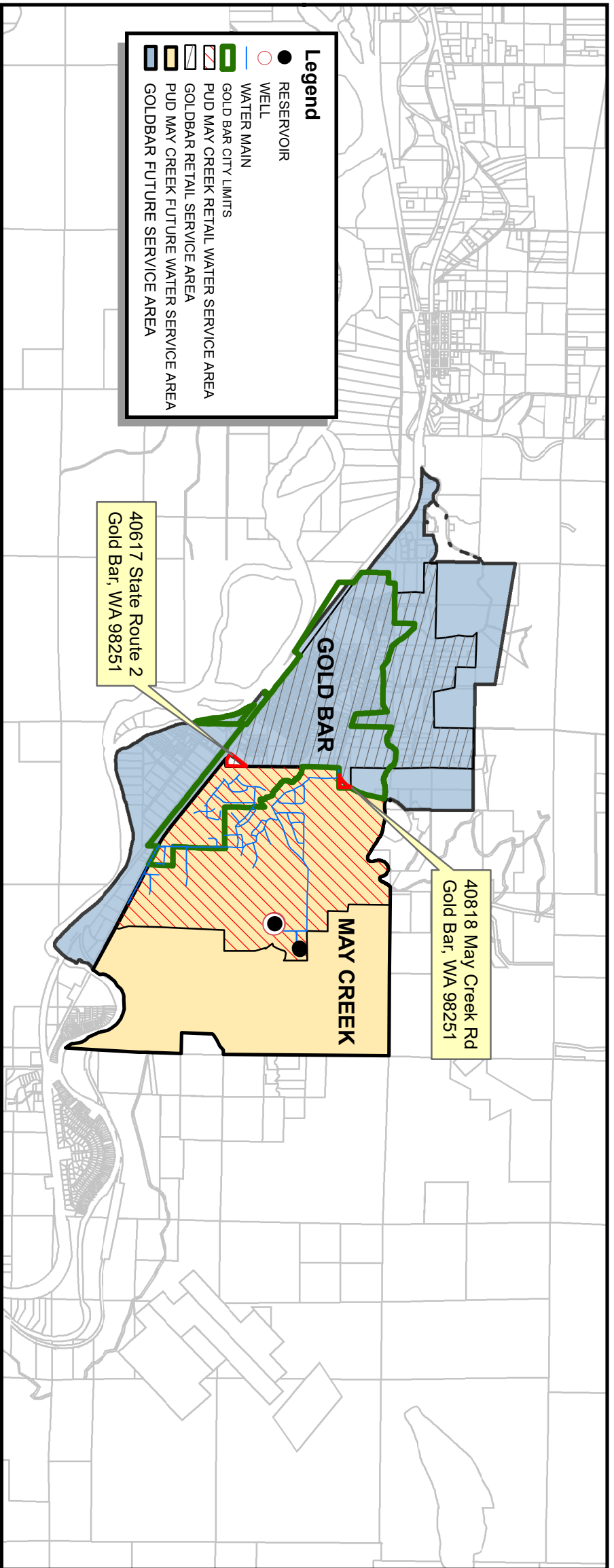
By: _____
William Clem, Mayor


Date: _____

APPROVED AS TO FORM:

City Attorney

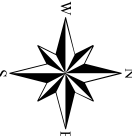
Date: _____




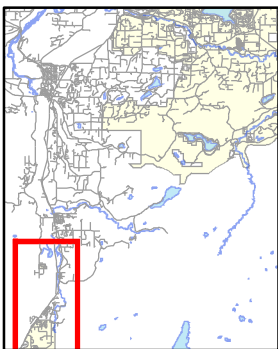


Snohomish County PUD
 PUBLIC UTILITY DISTRICT NO. 1
Water Resources

EXHIBIT A - CITY OF GOLD BAR / SNOHOMISH PUD MAY CREEK WATER SERVICE AREA BOUNDARIES







Note: This map is provided as a courtesy only.
 The Snohomish County PUD in no way guarantees the accuracy or completeness of the digital data portrayed on this map.
 Furthermore, the Snohomish County PUD assumes no liability for any errors or omissions in the digital data.



BUSINESS OF THE COMMISSION

Meeting Date: December 7, 2021

Agenda Item: 8C

TITLE

Consideration of a Resolution Authorizing the CEO/General Manager or Designee to Execute a Capital Agreement for Clean Energy Fund (CEF) 3 Grant with the Washington State Department of Commerce for Funding for a Low-Income Community Solar Project in South Everett

SUBMITTED FOR: Items for Individual Consideration

| | | |
|----------------------------|-------------------------|---|
| <u>Energy Services</u> | <u>Suzy Oversvee</u> | <u>8291</u> |
| <i>Department</i> | <i>Contact</i> | <i>Extension</i> |
| Date of Previous Briefing: | <u>October 19, 2021</u> | |
| Estimated Expenditure: | <u>\$1,529,539</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:

Applicable Board policies include End Policies 4.3 The environment is enhanced by the use of renewable resources and 4.4 Low-income customers receive assistance.

The District and the Washington State Department of Commerce have negotiated a Capital Agreement for Clean Energy Fund (CEF) 3 Walter E Hall Community Solar Project whereby the Department of Commerce will provide U.S. Department of Energy funding previously awarded to Commerce for the District to install a 375 kW AC Community Solar project to reduce energy burden for low-income households. Such state funding is being provided through the Clean Energy Fund (CEF 3) Low-Income Community Solar Deployment Grants Program (LICSD).

The primary goals for this project are:

- 1) Install a 375 kW AC solar array in the Casino Road neighborhood in south Everett, a diverse and income-challenged urban community.
- 2) Reduce energy burden for PUD’s most vulnerable customers by directing solar generation benefits to Project PRIDE (Providing Relief for Individuals Dependent on Energy), a fund administered by St. Vincent de Paul that provides emergency utility assistance to PUD income-qualified electric customers.

- 3) Utilize the solar array to reduce summer peak demand on PUD summer peaking circuits in the Casino Road area.

Commerce awarded this grant with the requirement that the District provide matching funds for 42% of the total grant eligible costs. The award will provide \$878,036 for the project and the District will be responsible for providing \$651,503 in matching funds. The project is included in the 2022 Distribution and Engineering Services budget. Commerce will provide payments on a reimbursable basis. Tasks to be funded under this award are project development, engineering design, contracting and equipment procurement, installation and construction, systems integration and commissioning, and data analytics and monitoring.

The attached resolution authorizes the CEO/General Manager or designee to enter into a Capital Agreement with the Washington State Department of Commerce as further described above, in substantially the form attached to the resolution.

List Attachments:

Resolution

Exhibit A

RESOLUTION NO. _____

A RESOLUTION Authorizing the CEO/General Manager or Designee to Execute a Capital Agreement for Clean Energy Fund (CEF) 3 Grant with the Washington State Department of Commerce for Funding for a Low-Income Community Solar Project in South Everett

WHEREAS, the District and the Washington State Department of Commerce (“Commerce”) have negotiated a Capital Agreement (the “Agreement”) whereby Commerce will provide U.S. Department of Energy funding previously awarded to Commerce for the District to install a 375 kW AC Community Solar project to reduce energy burden for low-income households, in the amount of \$878,036, contingent upon the District meeting the specific provisions set forth in the Agreement; and

WHEREAS, such state funding is being provided through the Clean Energy Fund (CEF 3) Low-Income Community Solar Deployment Grants Program; and

WHEREAS, the project has three primary objectives: (1) to install a 375 kW AC solar array in the Casino Road neighborhood in south Everett, a diverse and income-challenged urban community; (2) to reduce energy burden for the District’s most vulnerable customers by directing solar generation benefits to Project PRIDE (Providing Relief for Individuals Dependent on Energy), a fund administered by St. Vincent de Paul that provides emergency utility assistance to the District’s income-qualified electric customers; and (3) to utilize the solar array to reduce summer peak demand on the District’s summer peaking circuits in the Casino Road area; and

WHEREAS, in addition to the \$878,036 to be provided by the Department of Commerce, the District will be responsible for providing \$651,503 in matching funds; and

WHEREAS, the project is included in the 2022 Distribution and Engineering Services budget; and

WHEREAS, the Board of Commissioners of the District finds that it would be in the best interest of the District and its ratepayers to enter into such agreement for funding for the above-described community solar 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 Capital Agreement with the Washington State Department of Commerce, in substantially the form attached hereto as Exhibit "A" and incorporated herein by this reference, and authorizes the District's CEO/General Manager to execute such Agreement.

PASSED AND APPROVED this 7th day of December, 2021.

President

Vice-President

Secretary



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

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

11/5/2021

Snohomish County PUD #1
Attn: Suzy Oversvee
PO BOX 1107
EVERETT, WA 98206

RE: Low-Income Community Solar Deployment Contract #F21-92201-022

Dear Pam Baley,

Attached is the contract for a grant under the Low-Income Community Solar Deployment Grants Program. This contract details the terms and conditions that will govern the agreement between us. Please review the Special and General Terms and Conditions of the contract carefully. We recommend consulting with your legal advisor before accepting this offer.

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

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

Please note that the U.S. Department of Energy is the funding source for this program and the Catalog of Federal Domestic Assistance (CFDA) number is **81-041**. Consequently, the grant funds are federal and subject to both state and federal requirements.

A requirement of this program is that you must maintain updated project records and yearly renewal of your registration in the System for Award Management at www.sam.gov.

Another requirement of this program is that all entities are required to verify that the federal government has not suspended or debarred them from receiving federal funds. This includes, but is not limited to, project contractors, subcontractors, engineers, architects, consultants, and equipment vendors. The exclusion report can be accessed at www.sam.gov. Failure to provide this required certification may result in termination of your loan contract.

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

Sincerely,

Forrest Watkins
Energy Division
360-522-3390
CEF@commerce.wa.gov



Capital Agreement with

Snohomish County PUD #1

through

Low-Income Community Solar Deployment Grants Program

For CEF3 LICSD - Walter E Hall Community Solar Project

Start date: 12/7/2021

THIS PAGE INTENTIONALLY LEFT BLANK

Table of Contents

| | |
|--|----|
| FACE SHEET | 1 |
| DECLARATIONS | 2 |
| 1. INSURANCE (REPLACED SPECIAL TERMS AND CONDITIONS #1.9)..... | 2 |
| 2. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION (REPLACES GENERAL TERMS AND CONDITIONS SECTION #2.13) | 3 |
| 3. COPYRIGHT (REPLACES GENERAL TERMS AND CONDITIONS SECTION #2.16)..... | 3 |
| 4. PUBLICITY (REPLACES GENERAL TERMS AND CONDITIONS SECTION #2.34) | 4 |
| 5. RIGHT OF INSPECTION (REPLACES GENERAL TERMS AND CONDITIONS SECTION #2.38) | 4 |
| 6. SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #2.41)..... | 4 |
| 7. TREATMENT OF ASSETS (REPLACES GENERAL TERMS SECTION #2.47)..... | 4 |
| SPECIAL TERMS AND CONDITIONS | 6 |
| 1.1. ACKNOWLEDGEMENT OF FEDERAL FUNDING | 6 |
| 1.2. CONTRACT MANAGEMENT | 6 |
| 1.3. COMPENSATION | 6 |
| 1.4. CHANGES TO SCOPE OF WORK..... | 6 |
| 1.5. MATCH..... | 6 |
| 1.6. BILLING PROCEDURES AND PAYMENT | 6 |
| 1.7. SUBCONTRACTOR DATA COLLECTION..... | 7 |
| 1.8. HISTORIC OR CULTURAL ARTIFACTS..... | 7 |
| 1.9. INSURANCE | 7 |
| 1.10. PUBLICATIONS | 8 |
| 1.11. PROPERTY STANDARDS | 8 |
| 1.12. REAL PROPERTY | 8 |
| 1.13. EQUIPMENT | 9 |
| 1.14. REQUIREMENT FOR REGISTRATION IN THE SYSTEM FOR AWARD MANAGEMENT | 9 |
| 1.15. COMPLIANCE WITH SPECIAL PROVISIONS | 9 |
| 1.16. ORDER OF PRECEDENCE | 9 |
| GENERAL TERMS AND CONDITIONS | 10 |
| 2.1. DEFINITIONS..... | 10 |
| 2.2. ADMINISTRATIVE COST ALLOCATION | 10 |
| 2.3. ALLOWABLE COSTS | 10 |
| 2.4. ALL WRITINGS CONTAINED HEREIN | 10 |
| 2.5. AMENDMENTS..... | 10 |
| 2.6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35..... | 10 |
| 2.7. APPROVAL | 10 |
| 2.8. ASSIGNMENT..... | 10 |
| 2.9. ATTORNEYS' FEES | 10 |
| 2.10. AUDIT..... | 11 |

| | |
|--|----|
| 2.11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS | 11 |
| 2.12. CODE REQUIREMENTS | 12 |
| 2.13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION | 12 |
| 2.14. CONFORMANCE | 12 |
| 2.15. CONFLICT OF INTEREST | 12 |
| 2.16. COPYRIGHT PROVISIONS | 13 |
| 2.17. DISALLOWED COSTS | 13 |
| 2.18. DISPUTES | 13 |
| 2.19. DUPLICATE PAYMENT | 13 |
| 2.20. GOVERNING LAW AND VENUE | 13 |
| 2.21. INDEMNIFICATION | 14 |
| 2.22. INDEPENDENT CAPACITY OF THE GRANTEE | 14 |
| 2.23. INDUSTRIAL INSURANCE COVERAGE | 14 |
| 2.24. LAWS | 14 |
| 2.25. LICENSING, ACCREDITATION AND REGISTRATION | 15 |
| 2.26. LIMITATION OF AUTHORITY | 16 |
| 2.27. LOCAL PUBLIC TRANSPORTATION COORDINATION | 16 |
| 2.28. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS | 16 |
| 2.29. PAY EQUITY | 16 |
| 2.30. POLITICAL ACTIVITIES | 16 |
| 2.31. PREVAILING WAGE LAW | 16 |
| 2.32. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS | 17 |
| 2.33. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION | 17 |
| 2.34. PUBLICITY | 17 |
| 2.35. RECAPTURE | 17 |
| 2.36. RECORDS MAINTENANCE | 18 |
| 2.37. REGISTRATION WITH DEPARTMENT OF REVENUE | 18 |
| 2.38. RIGHT OF INSPECTION | 18 |
| 2.39. SAVINGS | 18 |
| 2.40. SEVERABILITY | 18 |
| 2.41. SUBCONTRACTING | 18 |
| 2.42. SURVIVAL | 18 |
| 2.43. TAXES | 19 |
| 2.44. TERMINATION FOR CAUSE | 19 |
| 2.45. TERMINATION FOR CONVENIENCE | 19 |
| 2.46. TERMINATION PROCEDURES | 19 |
| 2.47. TREATMENT OF ASSETS (REPLACED BY PROGRAM SPECIFIC TERM #3) | 20 |
| 2.48. WAIVER | 20 |
| 2.49. WORK HOURS AND SAFETY STANDARDS | 20 |

ATTACHMENT A – SCOPE OF WORK 21
ATTACHMENT B - BUDGET 23
ATTACHMENT C - REPORTING 26
ATTACHMENT D – STATE BUDGET PROVISIO LANGUAGE..... 27
ATTACHMENT E – SPECIAL PROVISIONS 28

FACE SHEET
Contract Number F21-92201-022
Washington State Department of Commerce
Energy Division
Low-Income Community Solar Deployment Grants Program

| | | | |
|--|--|---|--|
| 1. Grantee Snohomish County PUD #1 PO BOX 1107 EVERETT, WA 98206 | | 2. Grantee Doing Business As (optional) N/A | |
| 3. Grantee Representative Suzy Oversvee Senior Customer and Energy Services (425) 783-2891 seoversvee@snopud.com | | 4. COMMERCE Representative Forrest Watkins Grants Manager 360-522-3390 cef@commerce.wa.gov PO Box 42525 1011 Plum St SE Olympia WA 98504 | |
| 5. Contract Amount \$878,036.56 | 6. Funding Source Federal: x State: Other: N/A: | 7. Start Date 12/7/2021 | 8. End Date 06/30/2024 (provided funds are re-appropriated into the next biennium) |
| 9. Federal Funds (as applicable) \$878,036.56 | 10. Federal Agency US Department of Energy | 11. CFDA Number: 81-041 | |
| 12. Tax ID # 91-6001034 | 13. SWV # SWV0027556-00 | 14. UBI # 313-005-741 | 15. DUNS # 41334368 |
| 16. Contract Purpose To install a 450 kW DC/ 375-kW AC community solar project in south Everett. The PUD will donate all the generation credits to Project Pride, which provides bill assistance to Snohomish County ratepayers in need. COMMERCE, defined as the Department of Commerce and Grantee acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Scope of Work Attachment "B" – Budget, Attachment "C" – Reporting, Attachment "D" - Budget Proviso Language, Attachment "E" – Special Provisions | | | |
| FOR GRANTEE NOT AUTHORIZED FOR SIGNATURE _____ Pam Baley Assistant General Manager Customer & Energy Services _____ Date | | FOR COMMERCE _____ Michael Furze, Assistant Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 10-10-2019 _____ Sandra Adix, Assistant Attorney General SIGNATURE ON FILE | |

DECLARATIONS

The Washington State Department of Commerce (Commerce) has been appropriated federal funds under Section 1013 of the 2018 Capital Budget (Substitute Senate Bill 6090) (Chapter 2, Laws of 2018) to provide grants to deploy solar projects that benefit Washington communities.

CLIENT INFORMATION

| | |
|--------------------------|--------------------------------|
| Legal Name | Snohomish County PUD #1 |
| Contract Number | #F21-92201-022 |
| Award Year | 2021 |
| State Wide Vendor Number | #SWV0027556-00 |

PROJECT INFORMATION

| | |
|-------------------|--------------------------------------|
| Project Title: | Walter E Hall Community Solar |
| Project Address | 1226 W Casino Rd |
| Project City: | Everett |
| Project Zip Code: | 98204 |

GRANT INFORMATION

| | |
|----------------------------------|--------------------------------|
| Grant Amount: | \$878,036.56 |
| Maximum Percent from Commerce: | 57.4% of eligible costs |
| Type of Match Accepted: | Cash |
| Earliest Date for Reimbursement: | 12/7/2021 |
| Time of Performance | 12/7/2021 – 06/30/2024 |

PROGRAM SPECIFIC TERMS AND CONDITIONS GOVERNING THIS GRANT

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

1. INSURANCE (REPLACED SPECIAL TERMS AND CONDITIONS #1.9)

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subcontractor, or agents of either, while performing under the terms of this Contract.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Contract activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Local Government Contractors that participate in a self-Insurance program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from Commerce, the contractor may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from Commerce, the contractor shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor’s annual instructions for financial reporting. Contractors participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Contractor shall provide annually to Commerce a summary of coverages and a letter of self-insurance, evidencing continued coverage under contractor’s self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this agreement.

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

2. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION (REPLACES GENERAL TERMS AND CONDITIONS SECTION #2.13)

A. “Confidential information” as used in this section includes:

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

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

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

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

3. COPYRIGHT (REPLACES GENERAL TERMS AND CONDITIONS SECTION #2.16)

Provided that the deliverables required under the scope of work are produced in substantial compliance with the project timeline and milestones, Commerce disclaims any ownership interest in all other materials produced under this contract, and “work product” including, without limitation, document, data, studies, surveys, drawings, maps,

photographs and any objects or source code for any software developed pursuant to or in connection with this contract, as well as any copyrights, patents, trade secrets, trademarks or other intellectual property developed for or in connection with this contract, shall be exclusively owned by and be the exclusive property of contractor and/or its subcontractors (as determined between contractor and its subcontractors).

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

“Project reports” mean the project implementation reports and other information required to be submitted by contractor to Commerce under the scope of work herein. Project reports will not contain confidential information or work product.

4. PUBLICITY (REPLACES GENERAL TERMS AND CONDITIONS SECTION #2.34)

The Grantee will make reasonable efforts to notify Commerce of potential publicity, including but not limited to media coverage, site signage, and public events. The Grantee agrees to include references to Commerce or the Low-Income Community Solar Deployment Grants Program as requested and approved by Commerce. The Grantee agrees to include Commerce or the Low-Income Community Solar Deployment Grants program as a project funder. The Grantee agrees to notify and invite Commerce to any public events relating to this project, including but not limited to ground breaking ceremonies, ribbon cuttings, and public tours.

Grantee will allow Commerce to publicly share information on the project that is included in the application and contract. All other information shared will be coordinated with the Grantee, unless related to PUBLIC RECORDS ACT.

Unless addressed above, the Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

5. RIGHT OF INSPECTION (REPLACES GENERAL TERMS AND CONDITIONS SECTION #2.38)

At no additional cost all records relating to the Grantee's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Grantee shall provide access to its facilities for this purpose. At no additional cost the capital asset(s) shall be subject to inspection by Commerce for the duration of the Time of Performance and the thirteen (13) year minimum useful life.

6. SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #2.41)

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

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

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

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

7. TREATMENT OF ASSETS (REPLACES GENERAL TERMS SECTION #2.47)

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

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract
- E. If the capital asset(s) is or will be owned by an entity or entities other than the Grantee during the Time of Performance and/or the thirteen (13) year minimum useful life of the capital asset, the Grantee must establish and maintain, for the Time of Performance and the thirteen (13) year minimum useful life, a lease or use agreement with any such entity(ies) that guarantees the Grantee control of the capital asset(s) & the right to ensure it is used for the grant purpose. The Contractor shall submit to COMMERCE a copy of the required lease or use agreement within fifteen (15) calendar days of the start of ownership by the entity or entities other than the Grantee OR any modification of said agreement.
- F. If the property(ies) where the capital asset(s) is installed is owned by an entity or entities other than the Grantee during the Time of Performance and/or the thirteen (13) year minimum useful life of the EVSE, the Grantee must establish and maintain, for the Time of Performance and the thirteen (13) year minimum useful life, a lease or use agreement with any such entity(ies) that guarantees the Grantee control of the capital asset & the right to ensure it is used for the grant purpose. The Contractor shall submit to COMMERCE a copy of the required lease or use agreement within fifteen (15) calendar days of the installation of the equipment OR any modification of said agreement.
- G. The Grantee shall ensure that the capital asset(s) is used for the grant purpose for the Time of Performance and the thirteen (13) year minimum useful life.

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

**SPECIAL TERMS AND CONDITIONS
FEDERAL CAPITAL FUNDS**

1.1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the acknowledgement and disclaimer statements found in Section 1.10 – Publications of this Contract.

1.2. CONTRACT MANAGEMENT

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

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

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Contract. The Grantee and COMMERCE will notify the other party in writing of any of the contact information changes at any time.

1.3. COMPENSATION

COMMERCE shall pay an amount not to exceed the amount shown as grant amount on the contract Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

1.4. CHANGES TO SCOPE OF WORK

All changes to the scope of work must be approved by COMMERCE prior to construction. In the event that a change to the Scope of Work occurs that would have changed the outcome of the application, COMMERCE reserves the right to reevaluate the project based on the original criteria outlined in the Request for Applications. Revisions that fail to meet the same criteria as the original application may lose grant funds, in part or in whole. If the revised project is no longer eligible for funding, the Grantee agrees to repay grant funds as requested by COMMERCE.

1.5. MATCH

If the Grantee fails to provide the agreed to match, including resulting from a change in project costs to the Grantee, COMMERCE reserves the right to reduce the award amount to maintain the agreed to match requirements.

1.6. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE upon acceptance of each set of milestone deliverables.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number referenced on the contract Face Sheet. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

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

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

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

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

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

Disallowed Costs

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

Withholding

At its sole discretion, COMMERCE may withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

1.7. SUBCONTRACTOR DATA COLLECTION

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

1.8. HISTORIC OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Grantee shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources s discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Grantee shall, in accordance with Governor's Executive Order 21-02, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Grantee agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Grantee agrees that, unless the Grantee is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Grantee shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Grantee shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Grantee agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Grantee finds it necessary to amend the Scope of Work the Grantee may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.9. INSURANCE

This section is superseded by Program Specific Terms and Conditions #1.

~~The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant. Failure to maintain the required insurance coverage may result in termination of this Grant.~~

~~The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All~~

~~policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.~~

~~The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.~~

~~The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.~~

~~The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:~~

~~**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.~~

~~See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.~~

1.10. PUBLICATIONS

The Grantee is encouraged to publish or otherwise make publicly available the results of work performed under this Award. The Grantee is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

Acknowledgment: "This material is based upon work supported by the Department of Energy, Office of Energy Efficiency and Renewable Energy (EERE), under the State Energy Program Award Number DE-EE0008296."

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."

1.11. PROPERTY STANDARDS

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

1.12. REAL PROPERTY

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 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 DOE or pass-through entity. The instructions must provide for one of the following alternatives: (a) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (b) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (c) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

1.13. EQUIPMENT

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property. A state 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 DOE 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 DOE or pass-through entity.

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 DOE; (b) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (c) transfer title to DOE 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 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

1.14. REQUIREMENT FOR REGISTRATION IN THE SYSTEM FOR AWARD MANAGEMENT

Unless the Grantee is exempted from this requirement under 2 CFR 25.110, the Grantee must maintain the currency of its information in SAM until the Grantee submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Grantee reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

1.15. COMPLIANCE WITH SPECIAL PROVISIONS

Contractor shall maintain compliance with all terms in Attachment D - Special Provisions.

1.16. ORDER OF PRECEDENCE

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

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

**GENERAL TERMS AND CONDITIONS
FEDERAL CAPITAL FUNDS**

2.1. DEFINITIONS

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

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

2.2. ADMINISTRATIVE COST ALLOCATION

Administrative costs that may be allowed are set forth in the Special Terms and Conditions. Administrative services shared by other programs shall be assigned to this Contract based on an allocation plan that reflects allowable administrative costs that support services provided under each Contract administered by the Grantee. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

2.3. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.4. ALL WRITINGS CONTAINED HEREIN

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

2.5. AMENDMENTS

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

2.6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.7. APPROVAL

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

2.8. ASSIGNMENT

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

2.9. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

2.10. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

2.11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this contract, the Grantee shall attach an explanation to this contract.
- C. The Grantee agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this contract that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ii. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

2.12. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

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

- ~~1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;~~
- ~~2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and~~
- ~~3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).~~

~~B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.~~

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

2.14. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.15. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Commerce program administering this contract, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

2.16. COPYRIGHT PROVISIONS

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

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

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

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

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

2.17. DISALLOWED COSTS

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

2.18. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.19. DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.20. GOVERNING LAW AND VENUE

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

2.21. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of, or resulting from, the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

The Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Grantee's or any subcontractor's performance or failure to perform the contract. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.22. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent Grantee relationship will be created by this Contract. The Grantee and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

2.23. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

2.24. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including but not limited to:

United States Laws, Regulations and Circulars (Federal)

A. Audits

2 CFR Part 200

B. Labor and Safety Standards

Convict Labor, 18 U.S.C. 751, 752, 4081, 4082.

Drug-Free Workplace Act of 1988, 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.

C. Laws against Discrimination

Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90
Nondiscrimination in Federally Assisted Programs.

Americans with Disabilities Act of 1990, Public Law 101-336.

Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.

Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.

Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793.

Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794.

Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631.

Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.

Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).

Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1.

Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.

Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60.

Section 3, Housing and Urban Development Act of 1968, 12 USC 1701u (See 24 CFR 570.607(b)).

D. Office of Management and Budget Circulars

2 CFR Parts 200

E. Other

Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54.

Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989.

Hatch Political Activity Act, 5 U.S.C. 1501-8.

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352. (Byrd Anti-Lobbying Amendment). 31 U.S.C. 1352 provides that contractors who apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

National Environmental Policy Act (NEPA)

Section 106 of the National Historic Preservation Act (NHPA)

Non-Supplanting Federal Funds.

Section 8 Housing Assistance Payments Program.

F. Privacy

Privacy Act of 1974, 5 U.S.C. 552a.

Washington State Laws and Regulations

A. Affirmative action, RCW 41.06.020 (1).

B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.

C. Disclosure-campaign finances-lobbying, Chapter 42.17A RCW.

D. Discrimination-human rights commission, Chapter 49.60 RCW.

E. Ethics in public service, Chapter 42.52 RCW.

F. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.

G. Open public meetings act, Chapter 42.30 RCW.

H. Public records act, Chapter 42.56 RCW.

I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

The Grantee is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

2.25. LICENSING, ACCREDITATION AND REGISTRATION

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

2.26. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

2.27. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Grantee shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.28. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further contracts with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

2.29. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

2.30. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.31. PREVAILING WAGE LAW

The Grantee certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

The Grantee is also required to comply with Wage Rate Requirements under Section 1606 of the Recovery Act, Davis Bacon Act, and Contract Work Hours and Safety Standards Act. In the event of conflicting requirements, the most stringent requirements apply.

2.32. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR 200, for all purchases funded by this Contract.

A Grantee which is a nonprofit organization shall establish procurement policies in accordance with 2 CFR Part 200.

The Grantee's procurement system should include at least the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Minimum procedural requirements, as follows:
 - 1. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - 2. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - 3. Positive efforts shall be made to use small and minority-owned businesses.
 - 4. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - 5. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - 6. Some form of price or cost analysis should be performed in connection with every procurement action.
 - 7. Procurement records and files for purchases shall include all of the following:
 - 8. Contractor selection or rejection.
 - 9. The basis for the cost or price.
 - 10. Justification for lack of competitive bids if offers are not obtained.
 - 11. A system for contract administration to ensure Grantee conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
- D. Contractor and Subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this contract is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

2.33. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.34. PUBLICITY

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

~~The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.~~

2.35. RECAPTURE

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

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

2.36. RECORDS MAINTENANCE

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

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

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

2.37. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

2.38. RIGHT OF INSPECTION

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

~~At no additional cost all records relating to the Grantee's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Grantee shall provide access to its facilities for this purpose.~~

2.39. SAVINGS

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

2.40. SEVERABILITY

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

2.41. SUBCONTRACTING

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

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

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

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

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

2.42. SURVIVAL

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

2.43. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

2.44. TERMINATION FOR CAUSE

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

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

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

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

2.45. TERMINATION FOR CONVENIENCE

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

2.46. TERMINATION PROCEDURES

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

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

COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee, under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

2.47. TREATMENT OF ASSETS (REPLACED BY PROGRAM SPECIFIC TERM #3)

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

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

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

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

2.48. WAIVER

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

2.49. WORK HOURS AND SAFETY STANDARDS

The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Contract Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ATTACHMENT A – SCOPE OF WORK

Purpose:

Snohomish PUD (PUD) will install a 450 kW DC/ 375-kW AC community solar project in South Everett adjacent to Walter E Hall park to:

- A. Reduce energy burden for PUD's most vulnerable customers by directing solar generation benefits to Project PRIDE (Providing Relief for Individuals Dependent on Energy), a fund administered by St. Vincent de Paul that provides emergency utility assistance to PUD electric customers.
- B. Utilize the solar array to reduce summer peak demand on PUD summer peaking circuits in the Casino Road area. This would be the PUD's first project to utilize a distributed energy resource (DER) as a non-wire alternative, furthering the PUD's DER planning efforts.

The work plan for this project involves the following several activities.

Lease Agreement

The PUD and Everett will establish a lease agreement, allowing PUD access to Everett's property to construct the solar array. This agreement would also address issues such as:

- Ongoing access for maintenance
- Liability
- A term that is no less than 15 years with an option to extend
- An end of life plan for the solar array

Procurement, Site Preparation and System Installation

The PUD will utilize its public bid process to solicit, evaluate and select contractors for the solar array design and engineering plans, site preparation and civil work and solar array equipment procurement and installation. The plan to design and install the solar array will include the following activities:

- Conducting a PUD System Impact Study
- Securing required permits with Everett and other entities as appropriate.
- Preparing the site for system installation including site clearing and electrical upgrades.
- Hiring a consultant to develop system specifications, design and engineering plans.
- Selecting an installer to procure necessary equipment and install the solar array.
- Coordinating required interconnection agreements with Bonneville Power Administration
- Connecting system to the electrical grid and commissioning.

Community Engagement and Education

PUD will collaborate with Everett and SVdP on a Community Engagement Plan that takes into account the following:

- Opportunities with the City and local community organizations for community input from the Casino Road neighborhood on the project to incorporate into the project design and address community concerns.
- Community engagement and education after the installation that highlights the value of the project to the electrical grid, and the support it will provide to community members in need through Project PRIDE.
- Existing PUD and stakeholder communication channels that can be leveraged to engage the community, such as websites, newsletters and social media.

Energy burden reduction

The PUD will maintain metering to track solar production for the duration of the project to direct solar generation credits to the Project PRIDE program. Project PRIDE grants are given to eligible customers that are at or below 150% Federal Poverty Level, and currently in danger of disconnection due to a balance owing of greater than \$200. Documentation may include but is not limited to: pay stubs, unemployment benefits letter, TANF award letter, Social Security (SSA/SSI/SSD) Award letter, DSHS SNAP Program Award letter, etc. The funds will increase the reach of this program and may provide for additional programming in the future, such as developing an arrearage management program for customers past due on bills (all customers would still be qualified Low-Income Households with taxable income for the preceding year not

exceeding the higher of 80% of area median household income or 200% of the federal poverty level, adjusted for household size).

The PUD will dedicate all generation credits of the 450 kW DC system, at a rate of \$0.06/kWh. The PUD assumes average annual generation to be 460,000 kWh based on a PV Watts analysis. As a result, the PUD projects donating an additional estimated \$27,600 each year through this installation.

Operations and Maintenance

The PUD will be responsible for system maintenance and repairs. The PUD will determine a plan for maintenance of the grounds in coordination with Everett to include in the lease.

Outcomes to Highly Impacted and Vulnerable Communities

Specific outcomes to highly impacted and vulnerable communities as a result of this project include:

- An estimated \$27,600 in annual energy credits for the life of the project directed to vulnerable households in Everett and Snohomish County for emergency bill assistance, and potential support for households past due on their electric bills.
- Project site enhancement for the immediate and adjacent neighborhood, as determined via community input process.
- Education and engagement opportunities with members of the immediate and adjacent communities ranking high on the Washington Department of Health Environmental Disparities map.

Summer Peak Demand Reduction

PUD will evaluate summer peak demand reduction on local distribution circuits as a result of locating the solar array at this site, which experiences summer demand peaks.

| Major Cost Components | | |
|------------------------------|--|-------------------------|
| Estimated Cost | Description | Site(s) Affected |
| \$750,000 | Solar Array procurement and installation | South Everett |
| \$200,000 | Project engineering and design | South Everett |
| \$100,000 | Utility Connection | South Everett |
| \$100,000 | Site Civil Work | South Everett |
| \$250,000 | Program/Project Management | South Everett |
| \$342,000 | Labor and Administrative Overheads | South Everett |

Description of Miscellaneous Major Cost Components

Primary costs include 1) Contract work for equipment procurement and installation of the solar array; 2) Contract work for site preparation; and 3) Consultant services for system engineering design.

Project Siting

The solar array will be located in South Everett adjacent to Walter E Hall park and golf course. The park is in Everett's Casino Road community, one that has dense low-income multi-family housing, and a multi-culturally diverse population. This popular park has many amenities such as ballfields, a golf course and a skate park. The solar array will have high visibility to park goers and will be adjacent to a community garden. In addition to the community benefits, the project was sited to mitigate summer peak demand on the grid. The project site is owned by Everett's water utility and requires coming to an agreement with City of Everett on a lease agreement that meets the needs of both parties. Based on negotiations to date, we expect to fully execute this agreement and move forward with the project at this site.

ATTACHMENT B - BUDGET

| Milestone | Milestone and Task Description | Key Deliverable(s) | Activity Period | Percent of CEF Grant | \$ Applicant Match | \$ Amount of CEF Grant |
|-----------|--|------------------------------------|----------------------------|----------------------|---------------------|------------------------|
| A | Project Development and Confirmation | | | | | |
| | Project Scoping & Review | Overview document | Q1 '22 | 0.0% | | \$0.00 |
| | Permitting Strategy & Risk Assessment | Report document | Q1 '22 | 0.0% | | \$0.00 |
| | Equipment and Services Procurement Plan | Report document | Q1 '22 | 0.0% | | \$0.00 |
| | Load Management Plan | Report document | Q1 '22 | 0.0% | | \$0.00 |
| | | | Activity A Subtotal | 0.0% | \$7,500 | \$0.00 |
| B | Engineering Design | | | | | |
| | Solar Array | Procurement technical specs | Q1 '22 | 5.8% | | \$50,926.12 |
| | Electrical design | 100% design submittal | Q1 '22 | 1.4% | | \$12,292.51 |
| | Civil design and permitting | 100% design submittal | Q1 '22 | 5.8% | | \$50,926.12 |
| | Project schedule | MS Project Report or similar | Q1 '22 | 0.0% | | \$0.00 |
| | | | Activity B Subtotal | 13.0% | \$147,536 | \$114,144.75 |
| C | Contracting & Procurement | | | | | |
| | Civil work | Copy of award letter and contract | Q2 '22 | 0.0% | | \$0.00 |
| | Electrical work | Copy of award letter and contract | Q2 '22 | 0.0% | | \$0.00 |
| | Solar Equipment and Installation | Copy of award letter and contract | Q2 '22 | 0.0% | | \$0.00 |
| | | | Activity C Subtotal | 0.0% | \$43,430 | \$0.00 |
| D | Equipment Delivery, Installation & Construction | | | | | |
| | Site preparation/Civil work | Substantial completion of contract | Q2 '22 | 0.0% | | \$0.00 |
| | Electrical work | Substantial completion of contract | Q3 '22 | 0.0% | | \$0.00 |
| | Solar Array Installation | System installed | Q3 '22 | 86.0% | | \$755,111.44 |
| | | | Activity D Subtotal | 86.0% | \$378,037 | \$755,111.44 |
| E | Systems Integration & Commissioning | | | | | |
| | Solar array integration and commissioning | Certified SAT report | Q4 '22 | 0.0% | | \$0.00 |
| | Load Management technology integration | System integration report | Q4 '22 | 0.0% | | \$0.00 |
| | | | Activity E Subtotal | 0.0% | \$30,000 | \$0.00 |
| F | Analytics & Monitoring | | | | | |
| | Maintenance Plan | Training and Manuals | Q2 '23 | 0.5% | | \$4,390.18 |
| | Bill Crediting summary | Report document | Q1 '23 | 0.0% | | \$0.00 |
| | Load Management data analytics | Load Management reports | Q2 '23 | 0.5% | | \$4,390.19 |
| | | | Activity F Subtotal | 1.0% | \$45,000 | \$8,780.37 |
| | | | Budget Total | 100.0% | \$651,503.00 | \$878,036.56 |

DEFINITIONS

| Milestone | Project Activity and Task | Key Deliverable(s) | Deliverable Description |
|------------------|--|------------------------------------|---|
| A | Project Development and Confirmation | | |
| | Project Scoping & Review | Overview document | Executive summary and full document to be provided with approval signatures |
| | Permitting Strategy & Risk Assessment | Report document | Executive summary and cover sheet with approval signature (full doc. provided upon request) |
| | Equipment and Services Procurement Plan | Report document | Executive summary and cover sheet with signature (full document provided upon request) |
| | Load Management Plan | Report document | Documentation of load management strategy including applicable technology and methodology to be utilized, and expected data to be collected. |
| B | Engineering Design | | |
| | Solar Array | Procurement technical specs | Final equipment technical specifications for procurement of equipment and installation services. |
| | Electrical design | 100% design submittal | Letter of Confirmation to (sub)contractor that design efforts are complete or sufficient for issuing "For Construction" drawing package. |
| | Civil design and permitting | 100% design submittal | Letter of Confirmation to (sub)contractor that design efforts are complete or sufficient for issuing "For Construction" drawing package. |
| | Project schedule | MS Project Report or similar | MS Project Report or similar report detailing anticipated project schedule. |
| C | Contracting & Procurement | | |
| | Civil work | Copy of award letter and contract | Contract award letter, contract summary and Notice to Proceed. |
| | Electrical work | Copy of award letter and contract | Contract award letter, contract summary and Notice to Proceed. |
| | Solar Equipment and Installation | Copy of award letter and contract | Contract award letter, contract summary and Notice to Proceed. |
| D | Equipment Delivery, Installation & Construction | | |
| | Site preparation/Civil work | Substantial completion of contract | Project construction schedule status update and Letter of Confirmation to (sub)contractor stating site preparation and civil work is "substantially complete". |
| | Electrical work | Substantial completion of contract | Letter of Confirmation to (sub)contractor stating that necessary electrical work is "substantially complete." |
| | Solar Array Installation | System installed | Letter of Confirmation to (sub)contractor stating that the system has passed PUD inspection and is "substantially complete." |
| E | Systems Integration & Commissioning | | |
| | Solar array integration and commissioning | Certified SAT report | Letter of Confirmation to (sub)contractor that Solar System Acceptance Test complete with copy of Certified Acceptance Test. |
| | Load Management technology integration | System integration report | Report confirming that load management technology integration is complete. |
| F | Analytics & Monitoring | | |
| | Maintenance Plan | Training and Manuals | Copy of manuals and training provided by vendor for operation and maintenance. |
| | Metering Plan for Bill Crediting summary | Report document | PUD report confirming billing meters have been set and accounting mechanisms are in place to provide bill credits to the Community Solar subscriber, and summarizing (without Personally Identifiable Information) first quarter of benefits provided to Project PRIDE beneficiaries. |
| | Load Management data analytics | Load Management reports | Report summarizing load management impact over first two quarters of operation. |

For Milestones A-E, the Grantee may reallocate up to 10% of the total budget from one milestone to another, provided they notify Commerce of the scope and reason for the change prior to invoicing. Grantee must have approval from Commerce in the form of an executed contract amendment prior to incurring costs that would exceed a change to any one Milestone greater than 10% of the total budget.

ATTACHMENT C - REPORTING

The Contractor must provide quarterly written reports and host regular (monthly or quarterly) meetings with Commerce for project update purposes. Regular meetings should cover current status of the project and any barriers that may affect the project schedule.

The Contractor shall issue a quarterly report to Commerce, no later than 15 days after the end of each quarter, describing the project activity that occurred during the quarter. The report form will be provided by Commerce. The intent is to collect a description of the project activity that occurred during the period, including but not limited to:

1. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
2. The project milestones met to date and anticipated in the subsequent quarter (such as through a project Gantt Chart schedule provided quarterly in Microsoft Project format showing actual progress to date along with the baseline schedule developed at project kickoff etc.);
3. Quarterly updated budget projections for project expenditures;
4. Any additional metrics required from the capital budget proviso, legislature, governor's office, or Commerce;

Upon Milestone A completion, the Contractor will submit an initial fact sheet. The Contractor will update and finalize this fact sheet prior to the submission of the final invoice. Commerce may request the fact sheet be updated between initial and final fact sheet as conditions warrant.

If the capital asset(s) and/or property(ies) where the capital asset(s) is installed would be owned by an entity or entities other than the Grantee during the Time of Performance and/or the thirteen (13) year minimum useful life of the capital asset, the following additional reporting requirements apply for the duration of the thirteen (13) year minimum useful life:

- Once per biennium: submit a current photograph of the capital asset(s).
- Once per biennium: submit a certified statement that the capital asset(s) has been used for the grant purpose over the course of the intervening period, and reporting the following data to support this assertion:
 - Total dollar amount contributed to energy burden reduction for Qualifying Subscribers on a monthly basis over the intervening period;
 - Ongoing operating costs required to operate the program on an annual basis over the intervening period; and
 - Aggregated, non-confidential demographic data for Qualifying Subscribers benefitting from the project (race/ethnicity, income, Environmental Health Disparities ranking for primary residence, single/multifamily resident, homeownership status, etc.), as available.

ATTACHMENT D – STATE BUDGET PROVISIO LANGUAGE

2018 Enacted Supplemental Capital Budget

Section 1013 of Substitute Senate Bill 6090

Solar Deployment Grants (30000881)

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

- 1) The appropriations are provided solely for projects that provide a benefit to the public through development, demonstration, and deployment of clean energy technologies that save energy and reduce energy costs, reduce harmful air emissions, or increase energy independence for the state.
- 2) In soliciting and evaluating proposals, awarding contracts, and monitoring projects under this section, the department must:
 - a) Ensure that competitive processes, rather than sole source contracting processes, are used to select all projects, except as otherwise noted in this section; and
 - b) Conduct due diligence activities associated with the use of public funds including, but not limited to, oversight of the project selection process, project monitoring and ensuring that all applications and contracts fully comply with all applicable laws including disclosure and conflict of interest statutes.
- 3) Ethics in Public Service
 - a) Pursuant to chapter 42.52 RCW, the ethics in public service act, the department must require a project applicant to identify in application materials any state of Washington employees or former state employees employed by the firm or on the firm's governing board during the past twenty-four months. Application materials must identify the individual by name, the agency previously or currently employing the individual, job title or position held, and separation date. If it is determined by the department that a conflict of interest exists, the applicant may be disqualified from further consideration for award of funding.
 - b) If the department finds, after due notice and examination, that there is a violation of chapter 42.52 RCW, or any similar statute involving a grantee who received funding under this section, either in procuring or performing under the grant, the department in its sole discretion may terminate the funding grant by written notice. If the grant is terminated, the department must reserve its right to pursue all available remedies under law to address the violation.
- 9) \$1,600,000 of the state building construction account and \$2,400,000 of the energy efficiency account are provided solely for grants to be awarded in competitive rounds for the deployment of solar projects located in Washington state.
 - a) Priority must be given to distribution side projects that reduce peak electricity demand.
 - b) Projects must be capable of generating (~~at least five hundred~~) more than one hundred kilowatts of direct current generating capacity.
 - c) Except as provided in (d) of this subsection, grants shall not exceed \$200,000 per megawatt of direct current generating capacity and total grant funds per project shall not exceed \$1,000,000 per applicant. Applicants may not use other state grants.
 - d) At least (~~(25)~~) 35 percent of the total allocation of a project (~~(shall be provided solely for projects that provide direct benefits to low income residents or communities. The department must attempt to prioritize an equal geographic distribution)~~) must be for community solar projects that provide solar electricity to low-income households, low-income tribal housing programs, affordable housing providers, and nonprofit organizations providing services to low-income communities. The provisions of (c) of this subsection do not apply to projects funded under this subsection (9)(d).
 - e) Priority must be given to major components made in Washington.
 - f) The department must attempt to prioritize an equitable geographic distribution and a diversity of project sizes.

ATTACHMENT E – SPECIAL PROVISIONS

SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act 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 Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this term, **Covered Funds** means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Subrecipient means any entity that receives Recovery Act funds from a Recipient.

Special Provisions:

- A. Flow Down Requirement
Recipients must include these special terms and conditions in any subaward.
- B. Segregation of Costs
Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any

other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized

- 1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subgrant, grant, or subgrant; and
- 2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:- gross mismanagement of an agency contract or grant relating to covered funds;

- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.)

G. Request for Reimbursement
RESERVED

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds appropriated under the Recovery Act and obligated to this award are available for reimbursement of costs until September 30, 2015.

K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor -- Not later than April 3, 2009, for funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

L. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on

the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS)--SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) Definitions. As used in this award term and condition--

Designated country

- 1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei (Taiwan), Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom);
- 2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);
- 3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom; or
- 4) An Agreement between Canada and the United States of America on Government Procurement country
- 5) (Canada).

Designated country iron, steel, and/or manufactured goods

- 1) Is wholly the growth, product, or manufacture of a designated country; or
- 2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good

- 1) Is wholly the growth, product, or manufacture of the United States; or
- 2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been

- 1) Processed into a specific form and shape; or
- 2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Iron, steel, and manufactured goods.

- 1) The award term and condition described in this section implements-
 - a. Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

- b. Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. As of January 1, 2010, this obligation shall only apply to projects with an estimated value of \$7,804,000 or more.
 - 2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.
 - 3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:
 - none
 - 4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that--
 - a. The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;
 - b. The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or
 - c. The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.
- (c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.
- 1) i. Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including--
 - A. A description of the foreign and domestic iron, steel, and/or manufactured goods;
 - B. Unit of measure;
 - C. Quantity;
 - D. Cost;
 - E. Time of delivery or availability;
 - F. Location of the project;
 - G. Name and address of the proposed supplier; and
 - H. A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.
 - ii. A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.
 - iii. The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.
 - iv. Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.
- 2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods.. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

- 3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.
- (d) Data. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

| Description | Unit of measure | Quantity | Cost (dollars)* |
|--|-----------------|----------|-----------------|
| Item 1: | | | |
| Foreign steel, iron, or manufactured good | _____ | _____ | _____ |
| Domestic steel, iron, or manufactured good | _____ | _____ | _____ |
| Item 2: | | | |
| Foreign steel, iron, or manufactured good | _____ | _____ | _____ |
| Domestic steel, iron, or manufactured good | _____ | _____ | _____ |

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site.]

WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

- (a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

- (b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS

- (a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A--102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.
- (b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A--133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF--SAC) required by OMB Circular A--133. OMB Circular A--133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF--SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF--SAC.
- (c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a

recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

- (d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

HISTORIC PRESERVATION

Prior to the expenditure of Federal funds to alter any structure or site, the Recipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the recipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>.

Section 110(k) of the NHPA applies to DOE funded activities. Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Recipients should be aware that the DOE Contracting Officer will consider the recipient in compliance with Section 106 of the NHPA only after the Recipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Recipient that it does not object to its Section 106 finding or determination. Recipient shall provide a copy of this concurrence to the Contracting Officer.

DAVIS BACON ACT AND CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Definitions: For purposes of this article, Davis Bacon Act and Contract Work Hours and Safety Standards Act, the following definitions are applicable:

- 1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors and subcontractors.
- 2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees."
- 3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.
- 4) "Contracting Officer" means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.
- 5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.
- 6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower- tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.
- 7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

(a) Davis Bacon Act

- 1) Minimum wages.

- i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- ii. A. The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.B. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
C. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the
D. proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
E. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- iii. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- iv. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The

Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- 2) **Withholding.** The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- 3) **Payrolls and basic records.**
 - i. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - ii (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).
 - B. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10) Certification of eligibility.

i. By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

ii. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department

of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- 4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- 5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract.

Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

RECIPIENT FUNCTIONS

- 1) This delegation of Department of Energy (DOE) functions to the Recipient applies only to DBA effort performed by Subrecipients and Contractors under this award. Those functions are not delegated to the Recipient for any DBA effort performed by employees of the Recipient under this award. On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:
 - (a) Obtain, maintain, and monitor all DBA certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;
 - (b) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;
 - (c) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (b) above;
 - (d) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA noncompliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;
 - (e) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;
 - (f) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;
 - (g) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and
 - (h) Provide copies of all records upon request by DOE or DOL in a timely manner.
- 2) All records maintained on behalf of the DOE in accordance with paragraph (1) above are federal government (DOE) owned records. DOE or an authorized representative shall be granted access to the records at all times.
- 3) In the event of, and in response to any Freedom of Information Act, 5 U.S.C. 552, requests submitted to DOE, Recipient shall provide such records to DOE within 5 business days of receipt of a request from DOE.



BUSINESS OF THE COMMISSION

Meeting Date: December 7, 2021

Agenda Item: 9

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: December 7, 2021

Agenda Item: 10A

TITLE

Commission Reports

SUBMITTED FOR: Commission Business

Commission Allison Morrison 8037
Department *Contact* *Extension*

Date of Previous Briefing: _____
Estimated Expenditure: _____ Presentation Planned

ACTION REQUIRED:

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

SUMMARY STATEMENT:

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

List Attachments:
None

Commissioner Event Calendar – 2021

December 2021

December 14:

Economic Alliance Session is Coming

Virtual

(Logan)

December 14:

Stilly Valley Chamber Meeting

Arlington, WA

(Logan)

December 2021

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



BUSINESS OF THE COMMISSION

Meeting Date: December 7, 2021

Agenda Item: 10C

TITLE

Consideration of Election of Commission Officers for the Year 2022

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:

Governance Process, GP-4(8), Agenda Planning, states "At the first regular Commission meeting in December of each year, the Commission shall elect officers of the Board to serve for terms of one-year or until such time as a successor has been selected for each such officer position. These terms will commence at the time of the first regular meeting in January of the year following election."

List Attachments:
None

2021 Budget, Forecast, and Major Project Status Update to Board of Commissioners

| | (\$000's) | |
|---------------------------------|-------------------------------|--------------------------------|
| | YTD Budget through October | YTD Results through October |
| Operating Revenues | | |
| Energy Retail Sales | \$ 487,452 | \$ 504,638 |
| Energy Wholesale Sales | 29,672 | 34,819 |
| Other Operating Revenues | 25,140 | 22,546 |
| Total Operating Revenues | \$ 542,264 | \$ 562,003 |
| Operating Expenses | | |
| Purchased Power | \$ 267,570 | \$ 279,466 |
| Operations & Maintenance | 202,643 | 211,855 |
| Taxes | 29,878 | 31,814 |
| Depreciation | 46,675 | 48,764 |
| Total Operating Expenses | \$ 546,766 | \$ 571,899 |
| Net Operating Income | \$ (4,502) | \$ (9,896) |
| Interest Income & Other | 7,987 | 5,974 |
| Interest Charges | (12,125) | (11,400) |
| Contributions | 22,289 | 23,012 |
| Net Income | \$ 13,649 | \$ 7,690 |
| Capital Expenditures | \$ 88,431 | \$ 88,793 |



ELECTRIC SYSTEM HIGHLIGHTS THROUGH OCTOBER

- Energy Retail Sales continue to perform better than budget primarily due to higher residential and industrial sales.
- Energy Wholesale Sales are up due to higher than budgeted price per MWh and are expected to stay elevated for the remainder of 2021.
- Purchased Power results reflect higher than budgeted market purchases caused by record heat and low runoff, driving up volume and prices.
- Operations and Maintenance overspending is substantially related to emergency work and major storms; the budget is spread over the year but many of the expenditures were incurred in the first quarter. Additionally, the District is continuing to see increases in uncollectible customer payments. These overages continue to be offset by underspending in materials and contracts.
- Capital Expenditures remain at budgeted levels and are expected to be flat at year-end.

2021 BUDGET FORECAST ASSUMPTIONS

- Energy Retail Sales are expected to further improve relative to budget for the remainder of the year yielding strong retail performance.
- Energy Wholesale Sales are anticipated to be significantly higher than budget, partially offsetting projected market purchase increases.
- Purchased Power is expected to be over budget by year-end primarily due to higher loads and market purchases during the record heat in June. Projected low water for the remainder of the year is expected to keep prices escalated.
- Operations and Maintenance expenditures are expected to be over budget by the end of the year primarily due to major storms and emergency work and higher than budgeted uncollectible customer payments. Planned underspending in some other areas will help offset some of the overspending.
- Capital Expenditures are currently forecasted to be slightly under budget. See pages 3-5 for additional information.

(\$000's)

| | 2021 Budget | 2021 Projection |
|--|-------------|-----------------|
|--|-------------|-----------------|

Operating Revenues

| | | |
|---------------------------------|-------------------|-------------------|
| Energy Retail Sales | \$ 594,391 | \$ 612,602 |
| Energy Wholesale Sales | 37,394 | 46,408 |
| Other Operating Revenues | 30,749 | 28,809 |
| Total Operating Revenues | \$ 662,533 | \$ 687,819 |

Operating Expenses

| | | |
|---------------------------------|-------------------|-------------------|
| Purchased Power | \$ 321,335 | \$ 337,389 |
| Operations & Maintenance | 247,034 | 258,297 |
| Taxes | 36,246 | 38,180 |
| Depreciation | 56,221 | 58,310 |
| Total Operating Expenses | \$ 660,836 | \$ 692,176 |

Net Operating Income

| | | |
|-------------------------|------------------|------------------|
| Interest Income & Other | 9,934 | 7,890 |
| Interest Charges | (14,550) | (14,508) |
| Contributions | 26,747 | 29,226 |
| Net Income | \$ 23,830 | \$ 18,253 |

| | | |
|----------------------|------------|------------|
| Capital Expenditures | \$ 105,123 | \$ 105,196 |
|----------------------|------------|------------|



FORECASTED STATUS OF SELECTED MAJOR PROJECTS AND PROGRAMS

Yellow Indicates Changes from Previous Report

Distribution and Engineering

- **Substation, Metering, and Telecom Projects:** The new Twin City Substation is on track and on budget. The North Marysville transformer replacement, as well as the Floral Hills and 20th Ave switch station projects have been completed and the Paine Field transformer replacement has begun. Eight substation system reliability projects, three circuit switcher replacements, and relay upgrades are being designed and built in 2021. Several fiberoptic projects are being built in 2021 which will eliminate the risk of a single point of failure. Fiber will also be extended from the Monroe office to Qualco and will be used for a future substation. Currently, it is expected that this area will be under budget by approximately \$2.5M.
- **Distribution Overhead and Underground Line Projects:** The Distribution group is continuing to focus resources on the depreciated asset programs. This includes a successful first quarter effort that led to the release of ~190 additional poles to construction (currently at 109% of 2021 budget) and an ongoing quarters two and three design effort for the depreciated cable program (currently at 86% of 2021 budget). Other major ongoing distribution projects include the City of Lynnwood 196th St SW undergrounding, the Ballinger Substation 5th Feeder Circuit tie, and the Twin City distribution feeder project.
- **Hat Island Cable Replacement:** The design team, along with the support of a team of consultants, is reviewing alternate alignments. The primary focus for 2021 will be selection of an alternate alignment along with the acquisition of easement rights while engineering design and permitting of the new alignment is planned for 2022.
- **Transmission BO Poles:** Fifty-one transmission poles and insulators on 100 structures will be replaced this year.
- **Transmission Relocation Projects:** Crews continue to prioritize and work on customer requested projects. There are 3 major relocation projects over the next 1-2 years. The first is for the City of Edmonds, relocating 10 poles on 76th AVE W.; construction is scheduled for November 2021. The second project is to relocate 4 poles and remove 8 poles between 23rd ST and 25th ST and Grand Ave in Everett; construction is scheduled for 2022. The third is relocating 6 poles for Snohomish County on 84th ST NE; construction is planned for 2023. Ongoing work includes construction for fiber to the Twin City substation, design for the Transmission lines to the Sky Valley substation and the order of steel poles for the new Stanwood-to-Camano transmission line.
- **Qualco Fiber Optic:** The project is budgeted at \$300K and includes 3.6 miles of fiber and 31 ductile iron poles. The project is 70% complete.
- **Woods Creek to Lake Chaplain 12kV Circuit Tie:** The project is budgeted at \$4.9M and includes installation of 2.5 miles of line and 55 ductile iron and steel poles. The construction is 70% complete.

FORECASTED STATUS OF SELECTED MAJOR PROJECTS AND PROGRAMS CONTINUED

Distribution and Engineering Continued

- **Connect Up Program:** The Meter Deployment Project has submitted early orders for 55K meters to mitigate supply chain delays. This team is also working with Aclara to prepare the Meter Deployment Plan and Warehouse process flow. Blueprinting workshops were successfully completed on schedule within the Systems Integration Project and the team continues their review of the Business Process Design docs. The AMI Network Project has submitted orders for all base stations. Some base stations have a 52-week lead time and the project is adjusting the meter installation approach so that no delays result. The AMI Network project continues to meet with county and city planning representatives to begin the permitting process for these base stations.
- **Transportation:** Projects and capital spend are on track to meet budget of about \$4M for 2021.

Facilities and Generation

- **Arlington Microgrid:** The microgrid functionality for “islanding” and “resynching” to the grid was successfully tested October 20th. This was a full unplanned islanding test that simulated outages at each of the substations providing power to the site, followed by grid restoration. Training with ECC and Substation is underway. When the training is complete, we will be able to leave the battery energy storage system on when the site is not supervised. Ribbon cutting has been postponed until Spring of 2022. Project remains under budget.
- **North County Community Office:** Early site development (earthwork, paving, and utility infrastructure) is nearly complete, final punch list items and final closeout is expected by the end of the year. The community office design is progressing well with positive feedback on the design from end-users. Staff is working closely with consultants examining construction drawings for submittal to the City of Arlington in January 2022 for permit review. The community office is scheduled to bid in early 2022 with construction of the office complete by early 2024.
- **Electric Building Elevator Modernization:** Electric Building glass elevators will be updated to follow the latest code requirements. This project is on schedule and has been awarded to R.C Zeigler Company for \$337,444. Once this project is complete, the facilities department plans to decommission the north tower elevators. Equipment submittals are being reviewed to evaluate supply chain needs and timing. This project has a tentative start date of December with completion February 2022.
- **Electric Building Phase 2 Roof Replacement:** The Electric Building roof is almost 30 years old and at the end of its useful life. Last year the facilities department replaced the cooling tower in preparation to re-roof the entire north and south towers. The roof system itself has been completed and the scaffolding used by the contractor to access the roof has been removed. The contractor will continue to work through December and return in the new year after the remaining materials are projected to be received. Final completion for the project is expected to be in March 2022.

FORECASTED STATUS OF SELECTED MAJOR PROJECTS AND PROGRAMS CONTINUED

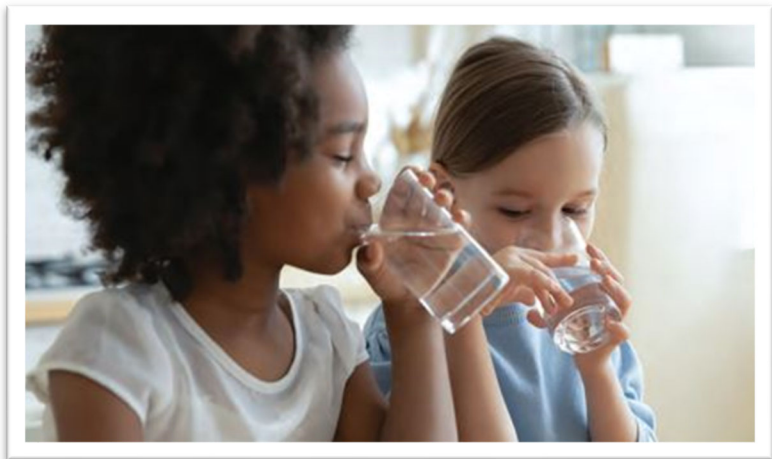
Facilities and Generation Continued

- **Jackson Project 2021 Shutdown:** This project to rebuild major powerhouse valves has been deferred to March 2022.
- **Jackson Powerhouse Renovation:** The office renovation is deferred to April 2022, anticipated to start after completion of the aforementioned shutdown work. Work will include a new network room mezzanine in 2021, allowing the control and communications equipment to relocate in advance of public works contract actions and streamline the contracted demolition and construction process in 2022.



(\$000's)

| | YTD Budget through October | YTD Results through October |
|---------------------------------|----------------------------------|-----------------------------------|
| Operating Revenues | | |
| Water Retail Sales | \$ 10,449 | \$ 11,839 |
| Water Wholesale Sales | 405 | 633 |
| Other Operating Revenues | 309 | 304 |
| Total Operating Revenues | \$ 11,163 | \$ 12,776 |
| Operating Expenses | | |
| Purchased Water | \$ 2,569 | \$ 2,810 |
| Operations & Maintenance | 5,538 | 5,500 |
| Taxes | 570 | 671 |
| Depreciation | 2,571 | 2,719 |
| Total Operating Expenses | \$ 11,248 | \$ 11,700 |
| Net Operating Income | \$ (85) | \$ 1,076 |
| Interest Income & Other | 242 | 46 |
| Interest Charges | 563 | 223 |
| Contributions | 4,391 | 5,607 |
| Net Income | \$ 5,111 | \$ 6,953 |
| Capital Expenditures | 10,396 | 8,166 |



WATER SYSTEM HIGHLIGHTS THROUGH OCTOBER

- Water Retail and Wholesale Sales results through October continue to be up due to the increased usage into September due to hot weather and low rainfall conditions.
- Purchased Water expenditures remain slightly higher than budget due to the increased usage we witnessed through September, as well as the rate increase from the City of Everett. We expect to see a continued increase in purchased water costs over the next couple of months due to historical usage and the current rate.
- Contributions are higher than expected due to continued high development and growth in the Water System service area.
- Capital expenditures continue to be impacted by the main replacement project in Warm Beach that was originally expected to be completed in 2020 but has been pushed into 2021 due to permitting and project delays.



BUSINESS OF THE COMMISSION

Meeting Date: December 7, 2021

Agenda Item: 11A

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

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 – 2021

To Be Scheduled

- Compensation Philosophy Discussion

To Be Scheduled

- Water System 2022-2024 Rate Proposal Adoption (January 2022)

Governance Planning Calendar – 2021

December 7, 2021

Morning Session:

- Media
- Legislative
- Finance Audit Activity
- Water System 2022-2024 Rate Proposal
- Power Purchase Agreement with Hampton Lumber Mill
- Cedar Springs Camp and Conference Center Fire Service/Emergency Use Agreement
- Power Purchase Agreement with Qualco Energy

Afternoon Session:

- Public Hearing:
 - Adopt IRP, CEIP & Biennial Conservation Targets
- Monitoring Report:
 - Financial Planning and Budgeting Monitoring Report
- Public Hearing and Action:
 - Adopt 2022 Budget
 - ~~Adopt IRP, CEIP & Biennial Conservation Targets~~
 - Elect Board Officers for the Year 2022
- Proposed 2022 Governance Planning Calendar

December 16, 2021

Special Meeting:

- ~~Strategy Workshop~~ (moved to January 10, 2022)

Governance Planning Calendar – 2021

December 21, 2021

Morning Session:

- Morning Session Cancelled

Afternoon Session:

- Public Hearing:
 - Water System 2022-2024 Rate Proposal
- Public Hearing and Action:
 - Disposal of Surplus Property - 1st Quarter
 - Confirm Final Assessment Roll for LUD No. 64
- Adopt 2022 Governance Planning Calendar

Governance Planning Calendar – 2021

2021 Year-at-a-Glance Calendar

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

| | | | | |
|--|---------|--|---|---------------------|
| | Holiday | | # | Commission Meetings |
|--|---------|--|---|---------------------|

For Planning Purposes Only and Subject to Change at any Time



BUSINESS OF THE COMMISSION

Meeting Date: December 7, 2021

Agenda Item: 11B

TITLE

Proposed 2022 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

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 Proposed 2022 Governance Planning Calendar is enclosed for Board review and will be provided at the December 21, 2021, Commission meeting for adoption.

List Attachments:
 Proposed 2022 Governance Planning Calendar

Governance Planning Calendar – 2022

To Be Scheduled

- Compensation Philosophy Discussion

To Be Scheduled

Governance Planning Calendar – 2022

January 4, 2022

Morning Session:

- Media
- 2022 Legislative Session Preview
- Rate Adjustment

Afternoon Session:

- Public Hearing and Action:
 - Water System 2022-2024 Rate Proposal
- Governance Planning Calendar

January 10, 2022

Special Meeting:

- Strategy Workshop

Governance Planning Calendar – 2022

January 18, 2022

Morning Session:

- Community Engagement
- Legislative
- Energy Risk Management Report – 4th Quarter 2021
- Water Supply Update
- Wildfire Mitigation Plan (WMP)

Afternoon Session:

- Public Hearing and Action:
→Rate Adjustment
- Governance Planning Calendar

Governance Planning Calendar – 2022

February 1, 2022

Morning Session:

- Media
- Legislative

Afternoon Session:

- Governance Planning Calendar

February 15, 2022

Morning Session:

- Community Engagement
- Legislative
- Safety Update

Afternoon Session:

- Governance Planning Calendar

Governance Planning Calendar – 2022

March 8, 2022

Morning Session:

- Media
- Legislative

Afternoon Session:

- Governance Planning Calendar

March 22, 2022

Morning Session:

- Community Engagement

Afternoon Session:

- Public Hearing and Action:
 - Disposal of Surplus Property – 2nd Quarter
- Monitoring Report:
 - 4th Quarter 2021 Financial Conditions and Activities Monitoring Report
- Governance Planning Calendar

Governance Planning Calendar – 2022

April 5, 2022

Morning Session:

- Media

Afternoon Session:

- Governance Planning Calendar

April 19, 2022

Morning Session:

- Community Engagement
- Energy Risk Management Report - 1st Quarter 2022
- Water Supply Update
- Audit Report

Afternoon Session:

- Governance Planning Calendar

Governance Planning Calendar – 2022

May 3, 2022

Morning Session:

- Media

Afternoon Session:

- Monitoring Report:
→ 1st Quarter Financial Conditions and
Activities Monitoring Report
- Governance Planning Calendar

May 17, 2022

Morning Session:

- Community Engagement

Afternoon Session:

- Governance Planning Calendar

Governance Planning Calendar – 2022

June 7, 2022

Morning Session:

- Media

Afternoon Session:

- Governance Planning Calendar

June 21, 2022

Morning Session:

- Community Engagement

Afternoon Session:

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

Governance Planning Calendar – 2022

July 5, 2022

Morning Session:

- Media

Afternoon Session:

- Governance Planning Calendar

July 19, 2022

Morning Session:

- Community Engagement
- Energy Risk Management Report – 2nd Quarter 2022
- Water Supply Update

Afternoon Session:

- Governance Planning Calendar

Governance Planning Calendar – 2022

August 2, 2022

Morning Session:

- Media

Afternoon Session:

- Monitoring Report:
→ 2nd Quarter Financial Conditions and
Activities Monitoring Report
- Governance Planning Calendar

August 16, 2022

Morning Session:

- Community Engagement

Afternoon Session:

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

Governance Planning Calendar – 2022

September 6, 2022

Morning Session:

- Media

Afternoon Session:

- Governance Planning Calendar

September 20, 2022

Morning Session:

- Community Engagement

Afternoon Session:

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

Governance Planning Calendar – 2022

October 3, 2022

Morning Session:

- Media

Afternoon Session:

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

October 18, 2022

Morning Session:

- Community Engagement
- Energy Risk Management Report – 3rd Quarter 2022
- Water Supply Update

Afternoon Session:

- Governance Planning Calendar

Governance Planning Calendar – 2022

November 1, 2022

Morning Session:

- Media

Afternoon Session:

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

November 15, 2022

Morning Session:

- Community Engagement

Afternoon Session:

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

Governance Planning Calendar – 2022

December 6, 2022

Morning Session:

- Media
- Finance Audit Activity

Afternoon Session:

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

December 20, 2022

Morning Session:

- Community Engagement

Afternoon Session:

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

Governance Planning Calendar – 2022

2022 Year-at-a-Glance Calendar

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

| | | |
|---------|---|---------------------|
| Holiday | # | Commission Meetings |
|---------|---|---------------------|

For Planning Purposes Only and Subject to Change at any Time