



**Mason County PUD No. 1
Regular Board Meeting
August 9, 2022
1:00 p.m.**

Join Zoom Meeting
<https://us02web.zoom.us/j/85869053743>

Meeting ID: 858 6905 3743
1 (253) 215-8782

1:00 p.m. Call to Order & Flag Salute

- 1) Public Comment-** *Members of the public wishing to comment may request permission to do so during the Public Comment portion of the agenda. Comments shall be limited to no more than 5 minutes per speaker. There will be no action or discussion of public comment items, although the board may defer to PUD management for any necessary response.*

2) Consent Agenda

Minutes: July 26, 2022 Regular Board Meeting

Disbursements:	Accounts Payable Wire	\$ 293,399.77
	Check Nos. 121950-122076	\$ 205,039.13
	Payroll Wire	\$ 74,518.50
	Grand Total	\$ 572,957.40

3) Business Agenda

- Authorize GM to sign Community Project Funding Contract with HUD for Duckabush Utility Relocation Project
- Authorize GM to sign CERB Funding Contract for Hood Canal-101 Broadband Project
- Designate Director of Business Services as Applicant Agent for FEMA Disaster 4650
- Approve 2022 Energy Resource Plan
- Award Manzanita Substation Voltage Regulators Contract

4) Staff Reports

- General Manager
- District Treasurer
- Water Resource Manager
- Legal Counsel

5) Correspondence

6) Board Comments

7) Other Business/Public Comment

8) Executive Session

9) Adjournment

2022 Calendar

August 25	WPAG	9:00 a.m.
August 31/Sept 1	PPC	Virtual (Executive Committee Meeting)
September 14-16	WPUDA	TBA (Association Meetings)
September 22	WPAG	9:00 a.m.
September 21-23	WPUDA	Spokane (Water Workshop)
September 30	Customer Appreciation	(11:00 – 2:00) Drive Thru/Upper Campus
October 5-6	PPC	Virtual (Executive Committee Meeting)
October 13	WPUDA	TBA (Budget Committee meeting)
October 22	WPAG	9:00 a.m.
November 16-18	WPUDA	TBA (Association Meetings)
November 16	PPC Town Hall	Sheraton Portland Airport
November 17	PPC Annual Mtg.	Sheraton Portland Airport
Nov/Dec	WPAG	Date/Time TBA



Mason County Public Utility District No. 1
Board of Commissioners Regular Board Meeting
July 26, 2022, Potlatch, Washington

Present:

Mike Sheetz, President
Jack Janda, Vice President
Ron Gold, Board Secretary
Kristin Masteller, General Manager
Katie Arnold, District Treasurer
Brandy Milroy, Water Resource Manager
Julie Gray, Executive Assistant
Rob Johnson, Legal Counsel

Visitors: None

CALL TO ORDER: Mike Sheetz called the Regular Board meeting to order at 1:00 p.m.

PUBLIC COMMENT: None

APPROVAL OF CONSENT AGENDA:

Minutes: June 12, 2022 Special Board Meeting

Disbursements:	<u>Accounts Payable Check Register</u>	
	Accounts Payable Wire	\$ 55,589.98
	Check Nos. 121894-121949	\$ 677,762.00
	A/P Sub Total	\$ 367,893.23
	<u>Payroll Expense</u>	
	Payroll Wire	\$ 69,622.01
	Grand Total	\$ 802,973.99

Jack made a motion to approve the consent agenda as presented, Ron seconded the motion. Motion carried.

BUSINESS AGENDA:

Approve Administrative Policy No. 1002 – “Electric Consumer Policy” – Jack made a motion to approve Administrative Policy No. 1002 – Electric Consumer Policy. Ron seconded the motion. Motion carried.

Claim for Damages - Frederickson – Jack made a motion to authorize the General Manager to refer the Claim for Damages for Frederickson to the PUD’s insurance carrier for processing. Ron seconded the motion. Motion carried.



Mason County Public Utility District No. 1
Board of Commissioners Regular Board Meeting
July 26, 2022, Potlatch, Washington

Claim for Damages – Oclair – Jack made a motion to authorize the General Manager to refer the Claim for Damages for Oclair to the PUD’s insurance carrier for processing. Ron seconded the motion. Motion carried.

Claim for Damages – Traxinger – Jack made a motion to approve the Claim for Damages for Traxinger and forward to the PUD’s insurance for processing. Ron seconded the motion. Motion carried.

Change Order Nos. 1 & 2 Hanson Excavating – Jack made a motion to approve Change Order Nos. 1 & 2 for Hanson Excavating. Ron seconded the motion. Motion carried.

Jack also made a motion to **authorize the General Manager to approve change orders up to \$100,000.00**. The General Manager shall inform the board of the change order at the next regular meeting. Ron seconded the motion. Motion carried.

June Financials – Katie reported the gross revenue for June was \$1,033,213 and the gross expenditures were \$914,123. She also reported the budget to actuals for second quarter, and year to date against the annual budget are on track and within the expected percentage range. Electric’s revenue is at 61% of the annual budget, which is mainly due to the colder than 5-year average winter and spring seasons. Water is at 49% of its annual budget for revenue. Both electric and water are at 51% of the annual budgeted expenditures. Sewer is at 50% of its annual budgeted revenue and 17% of expenditures and is expected to catch up during the summer months when the maintenance on the system is planned to occur. Katie added a section on the Executive Summary to show the board the outstanding grants that the District is waiting to receive reimbursement on. She explained that it’s important to report when comparing the cash on hand with the grant funded projects currently being paid for out of District reserves until the reimbursements are received.

Financial Metrics as Compared with Prior Year:	June 2022	June 2021
Total General Cash and Investments	\$1,096,278	\$1,045,400
Current Ratio (Current Assets/Current Liabilities)	2.07 to 1	3.09 to 1
Debt Service Coverage (O&M/ Debt Service)	3.56	3.01
Long-Term Debt to Net Plant	35%	38%
Total Debt to Equity Ratio (Total Liabilities/Total Equity)	48%	52%
Long Term Debt to Equity Ratio (Long Term Debt / Total Equity)	42%	48%
Times Interest Earned Ratio (Earnings before Interest & Taxes/Total Interest)	5.76	5.46
Cash on Hand (Total Available Cash/Average Daily Costs)	41 Days (General) 191 Days (All Funds)	43 Days (General) 170 Days (All Funds)



Mason County Public Utility District No. 1
Board of Commissioners Regular Board Meeting
July 26, 2022, Potlatch, Washington

2nd Quarter 2022 Strategic Plan Report – Kristin reported that she had updated the Strategic Plan through the end of June, highlighting the items that had been completed.

Staff Reports -

General Manager – Kristin asked the board to set aside August 22 from 7:30 a.m. to noon for the annual Strategic Planning meeting. She reported that she met with Garth Mann from the Pleasant Harbor Statesman’s Group regarding the project at the Marina. She reported that she will be meeting next week with Kell Rowen from Mason County to discuss the upcoming Comprehensive Plan update.

Director of Business Services – No additional report.

Water Resource Manager – Brandy reported that she had been contacted by Tillicum Beach and Bolduc Water systems regarding PUD acquisition. TJ and James will be doing an assessment at the Tillicum Beach system tomorrow afternoon. She also reported that DOH is reviewing the Agate Beach reservoir design. She reported that the generator installation at Arcadia Estates is complete, and the contractor is waiting on the generator for Bellwood A. She reported that there will be an outage on the Union Water System Thursday morning 12 midnight to 5 am so the water crew can replace a leaking PRV.

Rob Johnson, Attorney – Rob reported that he will be on vacation from Thursday, July 28th until Friday August 5th.

Correspondence – Kristin shared a letter from a customer regarding the dam removal debate.

Board Reports –

Mike – None

Jack – None

Ron – None

PUBLIC COMMENT – None.

EXECUTIVE SESSION – None

Adjournment: 2:15 p.m.

Mike Sheetz, President

Jack Janda, Vice President

Ron Gold, Secretary

08/05/2022 8:35:25 AM

Accounts Payable Check Register

Page 1

07/22/2022 To 08/05/2022

Bank Account: 4 - COLUMBIA BANK - DISTRICT

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
696 07/22/2022	WIRE	BPA	COLUMBIA BANK	POWER USAGE	205,699.00
697 07/22/2022	WIRE	WASH 3	WA DEPT OF REVENUE	MONTHLY EXCISE TAX	34,497.10
699 08/01/2022	WIRE	IRS	WEST COAST BANK	FEDERAL TAX LIABILITY	29,042.59
700 08/01/2022	WIRE	WASH 1	WA DEPT OF RETIREMENT SYS	STATE RETIREMENT - PLAN 2	17,546.02
701 08/01/2022	WIRE	WASH 7	WA STATE TREAS-MS: PO-11	DEFERRED COMPENSATION	9,220.75
702 08/01/2022	WIRE	HRA	HRA VEBA TRUST CONTRIBUTI	VEBA MEDICAL SAVINGS	2,918.06
121950 07/22/2022	CHK	2	DONALD FRANSEN	INACTIVE REFUND	56.95
121951 07/22/2022	CHK	2	HARRISON-CHEVALIER, INC	INACTIVE REFUND	7.77
121952 07/22/2022	CHK	2	RYAN T TERLESKI	INACTIVE REFUND	7.84
121953 07/22/2022	CHK	2	JEFFREY WARD	INACTIVE REFUND	23.29
121954 07/27/2022	CHK	EDC	ECONOMIC DEVELOPMENT	2022 MEMBERSHIP DUES	1,500.00
121955 07/27/2022	CHK	FERRIER	JANIECE FERRIER	MONTHLY REIMBURSEMENT-#0911011922	1,351.21
121956 07/27/2022	CHK	GOLDSTREET	GOLDSTREET DESIGN AGENCY, INC.	SUMMER 2022 NEWSLETTER	3,030.08
121957 07/27/2022	CHK	KESTER	KESTER, GREGORY C.	MONTHLY REIMBURSEMENT	1,392.90
121958 07/27/2022	CHK	MUNCHR	MUNCH, ROY	MONTHLY REIMBURSEMENT	740.77
121959 07/28/2022	CHK	BUILDERS	BUILDERS FIRSTSOURCE, INC	SUPPLIES FOR WOMEN'S CLUB	595.91
121960 07/28/2022	CHK	THE SHOP*	D & H PRINTING	BUSINESS CARD-RICK BRAGER	56.37
121961 07/28/2022	CHK	DAY	DAY WIRELESS SYSTEMS	RECURRING CHARGES-TWO WAY RADIO 26 UNITS	525.18
121962 07/28/2022	CHK	DEPT 11	DEPARTMENT OF LABOR & INDUSTRIE	2022 FEE ASSESSMENT	65.00
121963 07/28/2022	CHK	DON SMALL & S	DON SMALL & SONS OIL DIST	GAS & DIESEL	2,698.30
121964 07/28/2022	CHK	FEI 1539	FERGUSON WATERWORKS #3011	WATER NON INVENTORY PARTS	1,258.98
121965 07/28/2022	CHK	GENPAC	GENERAL PACIFIC INC	(15)SECONDARY PEDESTALS	20,489.97
121966 07/28/2022	CHK	GRAY	GRAY & OSBORNE, INC	SHADOWOOD WATER SYSTEM IMPROVEMENT	31,687.09
121967 07/28/2022	CHK	HDFOWL	HD FOWLER COMPANY	ARCADIA ESTATES DECHLORINE TABLETS	491.40
121968 07/28/2022	CHK	J&I	J & I POWER EQUIPMENT INC	SHOP SUPPLIES	223.10
121969 07/28/2022	CHK	POWER ENGINE	POWER ENGINEERS	MANZANITA SUBSTATION ENGINEERING & TEST	2,219.48

08/05/2022 8:35:25 AM

Accounts Payable Check Register

Page 2

07/22/2022 To 08/05/2022

Bank Account: 4 - COLUMBIA BANK - DISTRICT

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
121970 07/28/2022	CHK	ROHLIN	ROHLINGER ENTERPRISES INC	PREFORMED PRELIMINARY AMP TEST	309.19
121971 07/28/2022	CHK	SD MYERS	S.D. MYERS, LLC	OIL SAMPLE TRANSFORMERS	5,360.00
121972 07/28/2022	CHK	TOZIER	TOZIER BROS, INC	VEHICLE #104-PARTS	33.47
121973 07/28/2022	CHK	VERIZO	VERIZON WIRELESS	ISLAND LAKE MANOR,BEL AIRE, & SHADOWOOD	234.28
121974 07/28/2022	CHK	34	WASHINGTON ALARM, INC	TEST OFFICE PANIC ALARMS	206.15
121975 07/28/2022	CHK	2	WATERPAK	ANNUAL DUES	50.00
121976 08/01/2022	CHK	WASH 8	WASHINGTON STATE	JULY 2022- HEALTH & LTD INS	45,571.04
122029 07/29/2022	CHK	HODDER & ASS	HODDER & ASSOCIATES	CONSULTING/ENGINEERING	4,725.00
122030 07/29/2022	CHK	SLATE ROCK SA	SLATE ROCK SAFETY, LLC	NEW EMPLOYEE FR CLOTHING-REESE SMELCER	889.63
122031 08/01/2022	CHK	IBEW	IBEW LOCAL UNION #77	UNION DUES	1,056.87
122032 08/01/2022	CHK	PUDEMP	PUD #1 EMPLOYEE FUND	EMPLOYEE FUND	220.00
122033 08/01/2022	CHK	AFLAC	AFLAC	SUPPLEMENTAL INSURANCE	145.04
122034 08/01/2022	CHK	HOODCA	HOOD CANAL COMMUNICATIONS	INTERNET, IT, ALARM DIALER, & TELEPHONE	6,950.21
122035 08/01/2022	CHK	PACIF1	PACIFIC UNDERWRITERS CORP	SUPPLEMENTAL INSURANCE-JULIE	15.92
122036 08/01/2022	CHK	SMS CLEANING	SMS CLEANING, INC	CLEANING SERVICE	1,425.60
122037 08/01/2022	CHK	VERIZO	VERIZON WIRELESS	MONTHLY TABLETS & (3)CELLULAR CHARGES	2,492.95
122038 08/01/2022	CHK	34	WASHINGTON ALARM, INC	MONTHLY BILLING - SECURITY SYSTEM SHOP	162.75
122039 08/01/2022	CHK	2	SCOTT L STERKA	MR Refund	3,210.86
122040 08/04/2022	CHK	AIR FLO HEATIN	AIR FLO HEATING COMPANY	HEAT PUMP & BPA PROMOTIONAL-MARK TOUGAS	700.00
122041 08/04/2022	CHK	ANIXTER	ANIXTER INC	ELECTRIC NON INVENTORY PARTS	422.14
122042 08/04/2022	CHK	CRC	COOPERATIVE RESPONSE CENTER, INC	AFTER HOURS ANSWERING SERVICE	1,506.42
122043 08/04/2022	CHK	DOH	DEPT. OF HEALTH	ARCADIA ESTATES WATER-SURVEY FEE	3,000.00
122044 08/04/2022	CHK	DON SMALL & S	DON SMALL & SONS OIL DIST	DIESEL	2,327.12
122045 08/04/2022	CHK	FARWEST	FARWEST LINE SPECIALTIES	24" GREENLEE BOLT CUTTER	152.00
122046 08/04/2022	CHK	FCS	FCS GROUP SOLUTIONS-ORIENTED CO	WATER RATE STUDY	825.00
122047 08/04/2022	CHK	GE SOFTWARE	GE SOFTWARE INC DBA EKOS	MONTHLY EKOS FUEL SITE MODULE	80.00

08/05/2022 8:35:25 AM

Accounts Payable Check Register

Page 3

07/22/2022 To 08/05/2022

Bank Account: 4 - COLUMBIA BANK - DISTRICT

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
122048 08/04/2022	CHK	GENPAC	GENERAL PACIFIC INC	ELECTRIC NON-INVENTORY PARTS	664.80
122049 08/04/2022	CHK	GOLDSTREET	GOLDSTREET DESIGN AGENCY, INC.	WEBSITE HOSTING	50.00
122050 08/04/2022	CHK	HDFOWL	HD FOWLER COMPANY	WATER NON INVENTORY PARTS	1,023.30
122051 08/04/2022	CHK	HOOD CANAL	HOOD CANAL MARKET FRESH	PALLET OF WATER	759.66
122052 08/04/2022	CHK	MASON CO GAR	MASON COUNTY GARBAGE	MONTHLY GARBAGE CHARGES	829.24
122053 08/04/2022	CHK	SHEL 2	MASON COUNTY JOURNAL	PUBLIC NOTICE OF DNS SEPTA LAKE ARROWHEA	1,350.00
122054 08/04/2022	CHK	NWSS	NORTHWEST SAFETY SERVICE LLC	SAFETY SERVICES ON 07/14/2022	1,136.25
122055 08/04/2022	CHK	PINNACLE	PINNACLE INVESTIGATIONS CORP	BACKGROUND CHECK-CASSANDRA	41.50
122056 08/04/2022	CHK	RICOH USA	RICOH USA, INC.	RENT ON TWO MACHINES & ADDITIONAL IMAGES	514.29
122057 08/04/2022	CHK	JOHN 3	ROBERT W. JOHNSON	JULY RETAINER FEE	3,599.54
122058 08/04/2022	CHK	SPECTRA LAB	SPECTRA LABORATORIES-KITSAP, LLC	VARIOUS WATER TESTING	4,327.00
122059 08/04/2022	CHK	STANDARD PES	STANDARD PEST CONTROL	QUARTERLY PEST CONTROL SERVICE	211.58
122060 08/04/2022	CHK	TOZIER	TOZIER BROS, INC	FENCE STAPLES	37.87
122061 08/04/2022	CHK	NAPA AUTO PA	WESTBAY NAPA AUTO PARTS	VEHICLE #72-BRAKE	140.68
122062 08/04/2022	CHK	2	SPENCER BILLINGS	HEAT PUMP WATER HEATER INCENTIVE	600.00
122063 08/04/2022	CHK	2	ROBERT D MARTIN	DUCTLESS HEAT PUMP REBATE	800.00
122064 08/04/2022	CHK	COLONI	COLONIAL LIFE INSURANCE	SUPPLEMENTAL INSURANCE	860.06
122065 08/04/2022	CHK	MAGNUM POWE	MAGNUM POWER, LLC	HOOD CANAL 101 BROADBAND PROJECT SCH A	23,972.67
122066 08/04/2022	CHK	SHEL 2	MASON COUNTY JOURNAL	PUBLIC NOTICE OF DNS SEPA CANYONWOOD	1,590.00
122067 08/04/2022	CHK	MAVEN UTILITI	MAVEN UTILITIES LLC	RETAINAGE-MCREAVY RD BORE CROSSING	250.00
122068 08/04/2022	CHK	NWPPA	NWPPA	3 C'S CONFERENCE-LISA CATES	770.00
122069 08/04/2022	CHK	PARSON	PARSONS DIESEL & STEAM	SERVICE VARIOUS TRUCKS	2,861.15
122070 08/04/2022	CHK	PLATT ELECTRI	PLATT	ELECTRIC NON INVENTORY PARTS	96.97
122071 08/04/2022	CHK	RWC GROUP	RWC GROUP	SHOP SUPPLIES	565.49
122072 08/04/2022	CHK	UTILI1	UTILITIES UNDERGROUND LOCATION	MONTHLY UNDERGROUND LOCATES	126.28
122073 08/04/2022	CHK	NAPA AUTO PA	WESTBAY NAPA AUTO PARTS	VEHICLE #50-CURVED HOSE	93.82

08/05/2022 8:35:25 AM

Accounts Payable Check Register

Page 4

07/22/2022 To 08/05/2022

Bank Account: 4 - COLUMBIA BANK - DISTRICT

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
122074 08/04/2022	CHK	WHITEWOLF EN	WHITEWOLF ENGINEERING SERVICES	CANAL VIEW WATER SYSTEM IMPROVEMENTS	1,350.00
122075 08/04/2022	CHK	2	MARY ENGBRETSSEN	DEP To AP	200.00
122076 08/04/2022	CHK	2	LUKE LEHMAN-POOLE	DEP To AP	200.00

Total Payments for Bank Account - 4 : (81) 498,438.90

Total Voids for Bank Account - 4 : (0) 0.00

Total for Bank Account - 4 : (81) 498,438.90

Grand Total for Payments : (81) 498,438.90

Grand Total for Voids : (0) 0.00

Grand Total : (81) 498,438.90

08/05/2022 8:35:25 AM

Accounts Payable Check Register

Page 5

PARAMETERS ENTERED:**Check Date:** 07/22/2022 To 08/05/2022**Bank:** All**Vendor:** All**Check:****Journal:** All**Format:** Summary**Extended Reference:** No**Sort By:** Check/Transaction**Voids:** Current**Payment Type:** All**Group By Payment Type:** No**Minimum Amount:** 0.00**Authorization Listing:** No**Credit Card Charges:** No

08/02/2022 7:59:34 AM

Page: 1

GENERAL LEDGER TRANSACTION DETAIL

AUG 2022 To AUG 2022

Date	Journal Description	Actv BU Project	Mod	Jrnl Reference Code	
Account: 0 131.2 CASH-GENERAL FUND (DISTRICT)			Department:	0	Beginning Balance:
08/01/22	68354 Check Print	0	PL	2 PAYROLL	74,518.50

PARAMETERS ENTERED:**Division:** All**Accounts:** 0 131.2**Department:** All**Activity:** All**Sort By:** Div/Acct**Date Selection:** Period**Period:** AUG 2022 To AUG 2022**Module:** PL**Journal Activity:** All**Accounts With No Transactions:** Yes**Extended Reference:** No**Interface Detail:** No**Group by Department:** Yes

51217

/pro/rpttemplate/acct/2.52.1/gl/GL_TRANS_DETAIL.xml.rpt

Karnold



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

July 18, 2022

Ms. Kristin Masteller
Authorized Representative
Mason County PUD No. 1
21971 N. Highway 101
Shelton, WA 98584
Email: kristinm@mason-pud1.org

Dear Ms. Masteller:

In the Consolidated Appropriations Act, 2022, (P.L. 117-103) (the Act), Congress made available “grants for the Economic Development Initiative for the purposes of Community Project Funding/Congressionally Directed Spending.” These Community Project Funding (CPF) awards are administered by the Department of Housing and Urban Development (HUD).

Pursuant to the requirements associated with the Act, this Letter of Invitation (LOI) is an important step in the grant award process and outlines the grant award requirements and the information needed from you to prepare the Grant Agreement for execution. Once we receive and verify your information, we will send your Grant Agreement for signature.

The information we received about your project in the Act’s Joint Explanatory Statement (JES) is below. A Grant Number has been generated and will be the unique identifier for your project during the grant process. The Grant Number is noted below.

Grantee: Mason County PUD No. 1
Project Description: Mason PUD 1 Power Line Relocation
Grant Amount: \$1,000,000.00
Grant Number: B-22-CP-WA-0928

The next step is for you to provide 1) your organization’s Authorized Representative, 2) a detailed project narrative, 3) a line-item budget, and 4) certain Federal forms. The detailed project narrative should capture the maximum anticipated scope of the proposal, not just a single activity that the CPF grant is going toward. It should include all contemplated actions that are part of the project. The line-item budget should identify the use of the CPF grant funds in context of the full project budget.

The “FY2022 Community Project Funding Grant Guide” (CPF Grant Guide) provides instructions for completing the requested information and filling out the required administrative forms. The CPF Grant Guide also provides information on the appropriations-specific and cross-cutting Federal requirements that govern these funds. Links to the required forms are included in the Grant Guide as an attachment to this letter and on our website at this link: https://www.hud.gov/program_offices/comm_planning/edi-grants

Upon receipt of your information, we will review the materials for consistency with the intent of Congress as set forth in the JES and prepare your Grant Agreement for signature. If there are questions about any of the information provided, the Department will notify you prior to issuing the Grant Agreement.

Please note two important considerations regarding allowable costs:

The first is that the Consolidated Appropriations Act, 2022, prohibits CPF funds from being used to reimburse expenses incurred before the date the CPF Grant Agreement is executed.

The second is that, in keeping with the National Environmental Policy Act (NEPA) and HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, **environmental reviews must be completed, and a Request for Release of Funds and Certification must be approved by HUD, as applicable, for all projects prior to taking any 'choice limiting actions.'** This step is required to avoid violations under 24 CFR 58.22 which provides limitations on activities pending clearance, and Section 110(k) of the National Historic Preservation Act which prohibits anticipatory demolition or significant harm of historic properties prior to completion of the historic preservation review process known as Section 106 review. Examples of 'choice limiting actions' include, but are not limited to, purchasing land, entering into contracts for property acquisition or construction, or physical work on the project.

HUD has determined the federalization of CPF projects as the date of this Letter of Invitation. This is also referred to as the federal 'nexus' date for environmental review for CPF projects. To prevent choice limiting actions from occurring, following issuance of this letter, you may not commit funds or take any actions (outside of existing contracts) until an environmental review is completed. Further explanation of choice limiting actions and the environmental review process, including historic preservation review, is included within the CPF Grant Guide.

All information required for your grant award should be submitted via email to the dedicated mailbox at CPFGrants@hud.gov. In transmitting your information, please copy and paste the bolded information as the subject line of your email:

B-22-CP-WA-0928: Mason County PUD No. 1: Submission of Required LOI Materials.

If you or your staff have any questions regarding how to complete or submit the required documents or about your grant in general, please feel free to contact, Holly A. Kelly, CPD Congressional Grants Division, at Holly.A.Kelly@hud.gov.

We look forward to working with you on this important project!

Sincerely,



Robin J. Keegan
Deputy Assistant Secretary
Economic Development

ATTACHMENTS
FY 2022 Community Project Funding Grant Guide



Capital Agreement with

Mason County Public Utility District No. 1

through

American Rescue Plan Act, State and Local Fiscal Recovery Funds
Community Economic Revitalization Board

For

Hood Canal-101 Broadband Project

Start date: Date of Last Signature

Table of Contents

Declarations	1
Face Sheet.....	2

Special Terms and Conditions

1. Definitions.....	3
2. Authority	3
3. Acknowledgement of Federal Funding	3
4. Contract Management.....	3
5. Contract Period	4
6. Copyright Provisions	4
7. Historical or Cultural Artifacts.....	4
8. Notice.....	5
9. Order of Precedence	5
10. Performance Reporting.....	5
11. Project Completion	6
12. Project Performance	6
13. Re-Appropriation	6
14. Contract Suspension	6
15. Recapture Payment And Costs.....	7
16. Reduction in Funds.....	7
17. Reimbursement.....	7
18. Restrictions on Conversion of Facility to Other Uses.....	9
19. Subcontracting	9
20. Audit.....	9
21. Debarment	10
22. Compliance With Applicable Law And Regulations	10
23. Federal Exclusion	12
24. Registration with the System for Award Management (Sam)	12
25. Termination for Fraud or Misrepresentation	12
26. Fraud and Other Loss Reporting	12

General Terms and Conditions

1.	Definitions	13
2.	Administrative Cost Allocation.....	13
3.	Allowable Costs	13
4.	All Writings Contained Herein.....	13
5.	Amendments.....	13
6.	Americans With Disabilities Act (Ada) of 1990, Public Law 101-336.....	14
7.	Approval.....	14
8.	Assignment.....	14
9.	Attorneys' Fees	14
10.	Audit.....	14
11.	Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion	14
12.	Code Requirements	15
13.	Confidentiality/Safeguarding of Information.....	15
14.	Conformance.....	16
15.	Conflict of Interest	16
16.	Copyright Provisions	17
17.	Disallowed Costs	17
18.	Disputes	17
19.	Duplicate Payment.....	18
20.	Governing Law and Venue	18
21.	Indemnification	18
22.	Independent Capacity of the Contractor	18
23.	Industrial Insurance Coverage	19
24.	Laws	19
25.	Licensing, Accreditation and Registration.....	19
26.	Limitation of Authority.....	19
27.	Noncompliance with Nondiscrimination Laws	19
28.	Pay Equity.....	19
29.	Political Activities	20
30.	Prevailing Wage Law	20
31.	Procurement Standards for Federally Funded Programs	20

32.	Prohibition Against Payment of Bonus or Commission	21
33.	Publicity.....	21
34.	Recapture	21
35.	Records Maintenance	21
36.	Registration with Department of Revenue	21
37.	Right of Inspection	21
38.	Savings	22
39.	Severability.....	22
40.	Subcontracting	22
41.	Survival.....	22
42.	Taxes	22
43.	Termination for Cause	22
44.	Termination for Convenience	23
45.	Termination Procedures	23
46.	Treatment of Assets.....	24
47.	Waiver	24
48.	Work Hours and Safety Standards	25

Attachment A: Scope of Work

Attachment B: Budget

Attachment C: Certification of the Payment and Reporting of Prevailing Wages

DECLARATIONS**CLIENT INFORMATION**

<i>Legal Name</i>	Mason County Public Utility District No. 1
<i>Contract Number</i>	S21-96401-029
<i>Federal Tax ID #</i>	90-6001048
<i>Statewide Vendor #</i>	SWV0028711-00

PROJECT INFORMATION

<i>Title</i>	Hood Canal-101 Broadband Project
<i>Project City</i>	Shelton
<i>Project State</i>	Washington
<i>Project Zip</i>	98584

CONTRACT TERMS and CONDITIONS

<i>Initial Offer Date</i>	September 16, 2021
<i>Grant Amount</i>	\$1,024,133
<i>Local Match</i>	\$575,581
<i>Project Start Date</i>	Project construction must begin within (6) months from date of execution
<i>Project Completion Date</i>	Project must reach completion within (4) years from date of execution

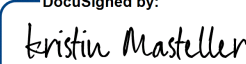
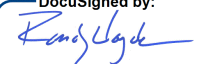

Special Conditions

Additional information and documentation may be required when the final guidelines are released by the US Department of Treasury.

*Additional Special Terms & Conditions Governing this Agreement***Extension of Grant Upon Reappropriation.**

Notwithstanding General Term and Condition No. 4, the End Date of this Grant **may be extended upon written notice to CONTRACTOR from THE BOARD** for a period of time consistent with the effective date of any re-appropriation of funds, and/or with terms reflecting new Federal requirements for ARPA funds, if any. In THE BOARD's sole discretion, after review of any funding re-appropriation terms and applicable Federal law or guidance, a contract amendment in accordance with General Term and Condition No. 4 may be required to extend the End Date.

Washington State Community Economic Revitalization Board

1. Contractor Mason County Public Utility District No. 1 21971 North Highway 101 Shelton, WA 98584		2. Contractor Doing Business As N/A	
3. Contractor Representative Katie Arnold Director of Business Services (360) 877-5249 karnold@mason-pud1.org		4. CERB Representative Janéa Stark, CERB Executive Director & Tribal Liaison PO Box 42525 Olympia, WA 98504-2525	
5. Contract Amount \$1,024,133	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Date of Last Signature	8. End Date 4 years from the date of last signature
9. Federal Funds (as applicable) \$1,024,133		10. Federal Agency US Department of Treasury	
11. SWV # SWV0028711-00		12. UBI # 232-000-374	
13. UEI # KD7HQJF4JNC9		CFDA Number: 21.027	
14. Contract Purpose The Board, defined as the Washington State Community Economic Revitalization Board (CERB), and the Contractor have entered into this Contract to undertake a project that furthers the goals and objectives of the Washington State Community Economic Revitalization Board administered Rural Broadband Program as created in Chapter 332, Laws of 2021, ESSB 1080, Section 1046 (the "CERB administered Rural Broadband Program"). The Board and Contractor 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 last written below. The rights and obligations of both parties to this Contract are governed by this Contract including documents attached hereto and incorporated by reference: Special and General Contract Terms and Conditions; Declarations Page; ATTACHMENT A: PROJECT SCOPE OF WORK; ATTACHMENT B: BUDGET; ATTACHMENT C: CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES; and ATTACHMENT D: CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS (if applicable).			
FOR CONTRACTOR DocuSigned by:  A4DB71146C684B4... Kristin Masteller, General Manager Mason County Public Utility District No. 1 8/4/2022 5:04 PM PDT Date		FOR CERB DocuSigned by:  D18BD603A4A5493... Randy Hayden, Chair Community Economic Revitalization Board 8/5/2022 8:02 AM PDT Date APPROVED AS TO FORM ONLY  Sandra Adix Assistant Attorney General May 3, 2022 Date	

**SPECIAL TERMS AND CONDITIONS
CAPITAL FEDERAL FUNDS**

1. DEFINITIONS

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

- A. "THE BOARD" shall mean the Washington State Community Economic Revitalization Board created in Revised Code of Washington (RCW) 43.160, and who is a Party to the Contract.
- B. "Authorized Representative" shall mean the Chair and/or the designee authorized in writing to act on the Chair's behalf.
- C. "Contract" or "Agreement" means the entire written agreement between THE BOARD and the Contractor, including any Exhibits, attached 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. "Contractor" shall mean the public entity identified on the Contract Face Sheet performing service(s) under this Contract and who is a party to the Contract, and shall include all employees and agents of the Contractor.
- E. "Declarations " and "Declared" shall refer to the project information, terms and conditions as stated on the Declarations Page of this Contract, displayed within the contract in THIS STYLE for easier identification
- F. "Initial Offer of Financial Aid" shall mean the written offer of financial assistance offered by THE BOARD and accepted by the Contractor.
- G. "Project" shall mean the project approved for funding by THE BOARD, as described in ATTACHMENT A: SCOPE OF WORK.
- H. "Project Completion Report" shall mean the report provided by THE BOARD to the Contractor to be submitted upon the completion of THE BOARD-funded project.

2. AUTHORITY

Acting under the authority RCW 43.160, THE BOARD has awarded the Contractor a contract for a rural broadband infrastructure project pursuant to the CERB administered Rural Broadband Program, for an approved project as described in the ATTACHMENT A: SCOPE OF WORK.

3. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Identification Number (FAIN): CPFFN0145

Total amount of the federal award: \$195,749,414

Federal Awarding Agency: US Department of Treasury

Research & Development (R&D): award will not be used for R&D

The CONTRACTOR agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the CONTRACTOR describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

"This project was supported by by grant awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the America Rescue Plan Act, Capital Project Fund Funds, Washington State Community Economic Revitalization Board."

4. 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.

**SPECIAL TERMS AND CONDITIONS
CAPITAL FEDERAL FUNDS**

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

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

5. CONTRACT PERIOD

The effective date of this Contract is the date of last signature. The term of this Contract runs through project completion date specified on the Declarations Page.

6. COPYRIGHT PROVISIONS

Notwithstanding the provisions of General Terms and Conditions 16, COPYRIGHT PROVISIONS, of this contract, the Contractor has ownership rights in all data and blueprints that the Contractor produces under this contract, subject to THE BOARD right to royalty free use of these materials.

7. HISTORICAL OR CULTURAL ARTIFACTS

Prior to commencing construction, Contractor shall complete the requirements of Governor's Executive Order 21-02, or, Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural artifacts and agrees to hold harmless THE BOARD and the State of Washington in relation to any claim related to such historical or cultural artifacts discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 21-02, coordinate with 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 the proposed project funded by this Contract. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural resource monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop work and notify the local historic preservation officer and the state historic preservation officer at DAHP. If human remains are uncovered, the Contractor shall stop work and 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 Contractor shall require this provision to be contained in all sub-contracts for work or services related to ATTACHMENT A: SCOPE OF WORK.

**SPECIAL TERMS AND CONDITIONS
CAPITAL FEDERAL FUNDS**

In addition to the requirements set forth in this Contract, Contractor 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.

In the event that the Contractor finds it necessary to amend ATTACHMENT A: SCOPE OF WORK, the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

8. NOTICE

All notices, demands, requests, consents, approvals, and other communication which may be or are required to be given by either party to the other under this agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered or mailed by first class postage or certified mail, postage prepaid, addressed as follows:

a. Notice to the Board:

Community Economic Revitalization Board (CERB)
1011 Plum St SE
P.O. Box 42525
Olympia, WA 98504-2525

b. Notice to Contractor:

The address used shall be that as displayed under Item 1. Contractor, found on the Contract Face Sheet, or to such other official address the Contractor shall have furnished to THE BOARD in writing.

9. 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
- Special Terms and Conditions
- General Terms and Conditions
- ATTACHMENT A – Scope of Work
- ATTACHMENT B – Budget

10. PERFORMANCE REPORTING

The Contractor shall furnish THE BOARD with:

- A.** Quarterly Project Reports, due four times annually until completion of the CERB funded public project. Beginning within six (6) months of contract execution, Quarterly Project Reports shall be due on:
- a. January 15,
 - b. April 15,
 - c. July 15, and
 - d. October 15
- B.** Certified Project Completion Report upon completion of the CERB funded public project, and
- C.** Other reports as THE BOARD may require.

The Contractor shall also report in writing any problems, delays, or adverse conditions which will materially affect the ability to meet project objectives, time schedules, or work units by the

SPECIAL TERMS AND CONDITIONS

CAPITAL FEDERAL FUNDS

established time period. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Board assistance needed to resolve the situation.

Upon final request for reimbursement, the Contractor shall submit a Certified Project Completion Report to THE BOARD, signed by the Contractor's responsible party, which shall include, but not be limited to, an accounting of all expenditures, a description of work accomplished, further refinement of private sector permanent employment impacts, etc. in a format to be provided by THE BOARD.

After submission of the Project Completion Report, the Contractor shall continue, for up to five years or as may be required by THE BOARD, to provide updates on the economic impact of the project. The updates shall be in a format acceptable to THE BOARD and describe, but not be limited to:

- A. Number of household connections
- B. Number of business connections
- C. Number of Anchor Institutions connections
- D. Speed of each connection
- E. Number of ISPs providing service on the system

11. PROJECT COMPLETION

The project shall be completed within four (4) years from the date of contract execution, unless otherwise specified. Extension may be considered upon appropriate written request. Any changes are to be incorporated into this document as additions or amendments to Special Conditions.

12. PROJECT PERFORMANCE

The Contractor shall commence project construction within six months after execution of the Final Contract, unless otherwise specified. Extension may be considered upon appropriate written request. Any changes are to be incorporated into this document as additions or amendments to Special Conditions.

If at any time during the term of this agreement THE BOARD determines that project construction performance is unsatisfactory, including, but not limited to: (a) defective work not remedied, or (b) a reasonable doubt that the Contract can be completed for the balance then unpaid, THE BOARD reserves the right to withhold payments until the problem is remedied or to exercise its rights of termination under General Terms and Conditions 40, 41 and 42.

13. RE-APPROPRIATION

The parties hereto understand and agree that any state funds not expended by the end of the declared BIENNIUM, including the ten percent (10%) retainage as described in SPECIAL TERMS AND CONDITIONS, Section 20: REIMBURSEMENT, will lapse on that date unless specifically re-appropriated in an enacted Capital Budget. THE BOARD will make all necessary efforts to seek re-appropriation of funds into the declared BIENNIUM. If funds are so re-appropriated, THE BOARD'S obligation under the terms of this Contract shall be contingent upon the terms of such re-appropriation.

14. CONTRACT SUSPENSION

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 Section 4

SPECIAL TERMS AND CONDITIONS
CAPITAL FEDERAL FUNDS

and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such an event, all work will be suspended effective July 1. The Contractor shall immediately suspend work and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

THE BOARD shall notify the Contractor immediately upon the lifting of the contract suspension.

15. RECAPTURE PAYMENT AND COSTS

In the event that the Contractor fails to expend state funds in accordance with state law and/or the provisions of this Contract, THE BOARD reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance. Repayment by the Contractor of state funds under this recapture provision shall occur within thirty (30) days of demand. In the event that THE BOARD is required to institute proceedings to enforce this recapture provision, THE BOARD shall be entitled to its cost thereof, including reasonable attorney's fees.

16. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Contract are withdrawn, reduced, or limited in any way by the Washington State Governor or Legislature during the Contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of THE BOARD, and shall meet and renegotiate the Contract accordingly. Any changes are to be incorporated into this document as additions or amendments to Special Conditions.

17. REIMBURSEMENT

Subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with ATTACHMENT A: SCOPE OF WORK. If funding or appropriation is not available at the time the invoice is submitted, or when this contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation becomes available.

THE BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum GRANT AMOUNT values as displayed on the Declarations Page of this Contract. When requesting reimbursement for costs incurred, the Contractor shall submit a signed and completed Invoice Voucher (Form A19), referencing ATTACHMENT A: SCOPE OF WORK project activity performed, and any appropriate documentation such as bills, invoices, and receipts. The Invoice Voucher must be certified by an official of the Contractor with authority to bind the Contractor.

THE BOARD will not pay project costs overruns. No payments will be made except as expressly allowed under this Contract.

THE BOARD will pay the Contractor after Contractor has completed the work described in this Contract and the Contractor has sent THE BOARD properly completed invoices. Invoices shall be submitted to THE BOARD not more often than monthly.

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

THE BOARD may, at its sole discretion, terminate the contract or withhold reimbursement if the Contractor fails to satisfactorily comply with any term or condition of this contract.

SPECIAL TERMS AND CONDITIONS

CAPITAL FEDERAL FUNDS

THE BOARD will make no payments in advance or in anticipation of completion of work described in this Contract.

Total amounts paid under this Contract shall be the lesser of actual amounts required for the work described in this Contract or the amount of THE BOARD award.

CERB funds are disbursed on reimbursement basis-only for eligible costs within the approved project's scope of work. CERB funds will be disbursed and the identified match funds will be paid out, in concert at the same percentages as the total project cost split, until CERB funds or matching funds are exhausted. Exceptions to this requirement may be granted by the Executive Director & Tribal Liaison on a case-by-case basis. The Recipient must meet the identified match commitment over the project period.

Reimbursement includes both invoices that have been paid and invoices due within 30 days of reimbursement request.

THE BOARD shall withhold ten percent (10%) of the total funding award until project completion and acceptance of the final Project Completion Report by THE BOARD.

Eligible Costs

CERB funds are intended to pay for construction-related expenses. Eligible project costs are those which are incurred on or after the date of the *Initial Offer of Financial Aid*, shown on the Declarations Page as: INITIAL OFFER DATE, and fall under one of the following categories within the approved Scope of Work (Attachment A):

- design, architectural, and engineering work;
- building permits/fees;
- archeological/historical review;
- construction labor (from external sources only)* and materials;
- demolition/site preparation;
- capitalized equipment;
- construction management (from external sources only);**
- landscaping; and
- real property when purchased specifically for the project, and associated costs.***

At least 90% of the funds awarded for the project must be used for the construction/equipment/and acquisition portion of the project.

***Construction labor** does **not** include work typically performed by employees of the applicant, unless the employee is hired solely and specifically to perform construction labor for the awarded project.

**** Construction management and observation** is on-site management and/or supervision of the work site and workers thereon. This is an eligible project cost. Construction management does **not** include work typically performed by off-site consultants or consultant organizations, grant writers, project managers, or employees of the applicant, unless the employee is hired solely and specifically to perform on-site construction management as defined above.

***** Costs directly associated with property acquisition** include appraisal fees, title opinions, surveying fees, real estate fees, title transfer taxes, easements of record, and legal expenses.

Ineligible costs: internal administrative activities, project management (from any source), fundraising activities, feasibility studies, computers or office equipment, rolling stock (such as vehicles), lease payments for rental of equipment or facilities, maintenance and operating,

SPECIAL TERMS AND CONDITIONS

CAPITAL FEDERAL FUNDS

mortgages or property leases (including long-term), the moving of equipment, furniture, etc., between facilities, and salary & benefits for the employees of the applicant, and the cost of the technology used to extend broadband service to the end user.

Duplication of Billed Costs

The Contractor shall not bill CERB for work under this Agreement, and CERB 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.

Access to Work and Records

All property, facilities, and records developed pursuant to this Agreement shall be available for inspection upon request during regular business hours by THE BOARD or its authorized representative. All records supporting every request for payment shall be maintained in a manner which will provide an audit trail to the expenditures. Copies of records shall be furnished to THE BOARD immediately upon request. This paragraph shall be included in any and all subcontracts let by the Contractor under this agreement.

18. RESTRICTIONS ON CONVERSION OF FACILITY TO OTHER USES

The Contractor shall not convert any property or facility acquired or developed pursuant to this agreement to uses other than those for which CERB assistance was originally approved for a period of 10 years beginning from the date of contract execution, without the prior written approval of CERB. If CERB no longer exists at the time of the proposed conversion, such written approval must be obtained from the Governor's Office, or from an agency designated by the Governor's Office.

In the event that the Contractor converts any such property or facility to an unapproved use, the Contractor shall pay to CERB all funds disbursed under this contract with interest in full upon demand.

19. SUBCONTRACTING

Notwithstanding the provisions of General Terms and Conditions, Section 37: SUBCONTRACTING, of this contract, the term "subcontracting" shall not refer to subcontracting of the actual construction of the project.

20. AUDIT

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

- A. Submit to THE BOARD 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 THE BOARD follow-up and developed corrective action plans for all audit findings.

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

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

**SPECIAL TERMS AND CONDITIONS
CAPITAL FEDERAL FUNDS**

21. DEBARMENT

- A. CONTRACTOR, 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 Grant, 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 Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the CONTRACTOR is unable to certify to any of the statements in this Grant, the CONTRACTOR shall attach an explanation to this Grant.
- C. The CONTRACTOR agrees by signing this Grant 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 THE BOARD.
- D. The CONTRACTOR further agrees by signing this Grant 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 Grant 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 Grant, such contractor shall attach an explanation to this Grant.

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 THE BOARD for assistance in obtaining a copy of these regulations.

22. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

- A. CONTRACTOR agrees to comply with the requirements of section 603 of the American Rescue Plan Act (Act,) regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. CONTRACTOR also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and CONTRACTOR shall

SPECIAL TERMS AND CONDITIONS
CAPITAL FEDERAL FUNDS

provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

B. Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.

C. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

SPECIAL TERMS AND CONDITIONS
CAPITAL FEDERAL FUNDS

- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

23. FEDERAL EXCLUSION

These terms add to the terms in Section 12 Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion — Primary and Lower Tier Covered Transactions in General Terms and Conditions. The CONTRACTOR also agrees to access the Federal Exclusion List at www.sam.gov and provide Federal Exclusion documentation to THE BOARD and to keep a copy on file with the CONTRACTOR's project records.

24. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

By signing this Grant, the CONTRACTOR accepts the requirements stated in 48 CFR 52.204-7 to register with the System for Award Management at the SAM website (<https://www.sam.gov>). To register in SAM, a valid Data Universal Numbering System (DUNS) Number is required. The CONTRACTOR is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The CONTRACTOR must remain registered in the SAM database after the initial registration. The CONTRACTOR is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The CONTRACTOR shall provide evidence documenting registration and renewal of SAM registration to THE BOARD.

In the event of the CONTRACTOR's noncompliance or refusal to comply with the requirement stated above, THE BOARD reserves the right to suspend payment until the CONTRACTOR cures this noncompliance.

25. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

26. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant Agreement immediately or as soon as practicable to the COMMERCE Representative identified on the Face Sheet.

**GENERAL TERMS AND CONDITIONS
CAPITAL FEDERAL FUNDS**

1. DEFINITIONS

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

- A. "THE BOARD" shall mean the Washington State Community Economic Revitalization Board created in Revised Code of Washington (RCW) 43.160, and who is a Party to the Contract.
- B. "Authorized Representative" shall mean the Chair and/or the designee authorized in writing to act on the Chair's behalf.
- C. "Contract" or "Agreement" means the entire written agreement between THE BOARD and the Contractor, 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. "Contractor" shall mean the public entity identified on the Contract Face Sheet performing service(s) under this Contract and who is a party to the Contract, and shall include all employees and agents of the Contractor.
- 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 Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

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 Grant based on an allocation plan that reflects allowable administrative costs that support services provided under each Grant administered by the CONTRACTOR. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

3. ALLOWABLE COSTS

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

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

This Grant 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.

**GENERAL TERMS AND CONDITIONS
CAPITAL FEDERAL FUNDS**

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

The CONTRACTOR 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.

7. APPROVAL

This contract shall be subject to the written approval of THE BOARD'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.

8. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the CONTRACTOR without prior written consent of THE BOARD.

9. ATTORNEYS' FEES

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

10. AUDIT

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

- A. Submit to THE BOARD 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 THE BOARD follow-up and developed corrective action plans for all audit findings.

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

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

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

- A. CONTRACTOR, 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;

GENERAL TERMS AND CONDITIONS

CAPITAL FEDERAL FUNDS

- 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 CONTRACTOR is unable to certify to any of the statements in this contract, the CONTRACTOR shall attach an explanation to this contract.
- C. The CONTRACTOR 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 THE BOARD.
- D. The CONTRACTOR 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 THE BOARD for assistance in obtaining a copy of these regulations.

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.

13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
- i. All material provided to the CONTRACTOR by THE BOARD that is designated as "confidential" by THE BOARD;
 - ii. All material produced by the CONTRACTOR that is designated as "confidential" by THE BOARD; and
 - iii. 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

GENERAL TERMS AND CONDITIONS

CAPITAL FEDERAL FUNDS

other identifying numbers, and “Protected Health Information” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- B. The CONTRACTOR shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The CONTRACTOR shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of THE BOARD or as may be required by law. The Grantor 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 THE BOARD with its policies and procedures on confidentiality. THE BOARD may require changes to such policies and procedures as they apply to this Grant whenever THE BOARD reasonably determines that changes are necessary to prevent unauthorized disclosures. The CONTRACTOR shall make the changes within the time period specified by THE BOARD. Upon request, the CONTRACTOR shall immediately return to THE BOARD any Confidential Information that THE BOARD reasonably determines has not been adequately protected by the CONTRACTOR against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The CONTRACTOR shall notify THE BOARD 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.

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.

15. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the THE BOARD may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by THE BOARD 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 CONTRACTOR 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 CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the THE BOARD 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 THE BOARD that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, THE BOARD shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of THE BOARD 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 THE BOARD makes any determination under this clause shall be an issue and may be reviewed as provided in the “Disputes” clause of this contract.

**GENERAL TERMS AND CONDITIONS
CAPITAL FEDERAL FUNDS**

16. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by THE BOARD. THE BOARD 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 CONTRACTOR hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to THE BOARD 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 Grant, but that incorporate pre-existing materials not produced under the Grant, the CONTRACTOR hereby grants to THE BOARD 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 CONTRACTOR warrants and represents that the CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to THE BOARD.

The CONTRACTOR shall exert all reasonable effort to advise THE BOARD, at the time of delivery of Materials furnished under this Grant, 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 Grant. The CONTRACTOR shall provide THE BOARD with prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any Materials delivered under this Grant. THE BOARD shall have the right to modify or remove any restrictive markings placed upon the Materials by the CONTRACTOR.

17. DISALLOWED COSTS

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

18. DISPUTES

Except as otherwise provided in this Grant, 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 THE BOARD, 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 Contractor's name, address, and Grant 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.

**GENERAL TERMS AND CONDITIONS
CAPITAL FEDERAL FUNDS**

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 Grant 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.

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.

20. GOVERNING LAW AND VENUE

This Grant 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.

21. INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless the state of Washington, THE BOARD, 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 CONTRACTOR's obligation to indemnify, defend, and hold harmless includes any claim by CONTRACTOR's agents, employees, representatives, or any subcontractor or its employees.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to CONTRACTOR's or any subcontractor's performance or failure to perform the contract. CONTRACTOR'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 CONTRACTOR 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.

22. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Grant. The CONTRACTOR and its employees or agents performing under this Grant are not employees or agents of the state of Washington or THE BOARD. The CONTRACTOR will not hold itself out as or claim to be an officer or employee of THE BOARD or of the state of Washington by reason hereof, nor will the CONTRACTOR 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 CONTRACTOR.

**GENERAL TERMS AND CONDITIONS
CAPITAL FEDERAL FUNDS**

23. INDUSTRIAL INSURANCE COVERAGE

The CONTRACTOR shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, THE BOARD may collect from the CONTRACTOR the full amount payable to the Industrial Insurance Accident Fund. THE BOARD may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by THE BOARD under this Grant, 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 CONTRACTOR.

24. LAWS

The CONTRACTOR shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

25. LICENSING, ACCREDITATION AND REGISTRATION

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

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 Grant.

27. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the CONTRACTOR shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the CONTRACTOR'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 CONTRACTOR may be declared ineligible for further contracts with THE BOARD. The CONTRACTOR 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.

28. PAY EQUITY

The CONTRACTOR 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:

GENERAL TERMS AND CONDITIONS

CAPITAL FEDERAL FUNDS

- 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 Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the CONTRACTOR is not in compliance with this provision.

29. POLITICAL ACTIVITIES

Political activity of CONTRACTOR 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.

30. PREVAILING WAGE LAW

The CONTRACTOR 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 CONTRACTOR shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for THE BOARD's review upon request.

31. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A CONTRACTOR 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.

All recipients of funds under this Contract, including Contractor and subrecipients or subcontractors of any tier, must follow the procurement standards in 2 CFR §§ 200.318 through 200.327, including ensuring that the procurement method used for the contracts are appropriate based on the dollar amount and conditions specified in 2 CFR § 200.320.

The Grantee's procurement system should include but not necessarily be limited to, the following:

- A. General procurement standards 2 CFR [§ 200.318](#). 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. Competition 2 CFR [§ 200.319](#). Procedures that ensure all procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of this section and [§ 200.320](#).
- C. Methods of procurement to be followed 2 CFR [§ 200.320](#).
- D. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms 2 CFR [§ 200.321](#).
- E. Domestic preferences for procurements 2 CFR [§ 200.322](#).

**GENERAL TERMS AND CONDITIONS
CAPITAL FEDERAL FUNDS**

32. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant 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 Grant 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.

33. PUBLICITY

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

34. RECAPTURE

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

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

35. RECORDS MAINTENANCE

The CONTRACTOR 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 CONTRACTOR 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 THE BOARD, personnel duly authorized by THE BOARD, 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.

36. REGISTRATION WITH DEPARTMENT OF REVENUE

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

37. RIGHT OF INSPECTION

At no additional cost all records relating to the CONTRACTOR's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by THE BOARD, the Office of the

GENERAL TERMS AND CONDITIONS

CAPITAL FEDERAL FUNDS

State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The CONTRACTOR shall provide access to its facilities for this purpose.

38. 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 Grant and prior to normal completion, THE BOARD may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

39. 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.

40. SUBCONTRACTING

The CONTRACTOR may only subcontract work contemplated under this Grant if it obtains the prior written approval of THE BOARD.

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

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

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

41. SURVIVAL

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

42. TAXES

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

43. TERMINATION FOR CAUSE

In the event THE BOARD determines the CONTRACTOR has failed to comply with the conditions of this contract in a timely manner, THE BOARD has the right to suspend or terminate this contract. Before suspending or terminating the contract, THE BOARD shall notify the CONTRACTOR in writing

GENERAL TERMS AND CONDITIONS

CAPITAL FEDERAL FUNDS

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 CONTRACTOR 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.

THE BOARD reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by THE BOARD to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (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 THE BOARD provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

44. TERMINATION FOR CONVENIENCE

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

45. TERMINATION PROCEDURES

Upon termination of this contract, THE BOARD, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to THE BOARD 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.

THE BOARD shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by THE BOARD, and the amount agreed upon by the CONTRACTOR and THE BOARD 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 THE BOARD, 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 THE BOARD. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. THE BOARD may withhold from any amounts due the CONTRACTOR such sum as the Authorized Representative determines to be necessary to protect THE BOARD against potential loss or liability.

The rights and remedies of THE BOARD 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 CONTRACTOR shall:

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

**GENERAL TERMS AND CONDITIONS
CAPITAL FEDERAL FUNDS**

3. Assign to THE BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the CONTRACTOR, under the orders and subcontracts so terminated, in which case THE BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. 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;
5. Transfer title to THE BOARD 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 THE BOARD;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. 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 CONTRACTOR and in which THE BOARD has or may acquire an interest.

46. TREATMENT OF ASSETS

Title to all property furnished by THE BOARD shall remain in THE BOARD. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in THE BOARD upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in THE BOARD 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 THE BOARD in whole or in part, whichever first occurs.

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

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

47. 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 Grant unless stated to be such in writing and signed by Authorized Representative of THE BOARD.

**GENERAL TERMS AND CONDITIONS
CAPITAL FEDERAL FUNDS**

48. WORK HOURS AND SAFETY STANDARDS

The Grant 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 Grant 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 ½ 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.

Scope of Work

COMMUNITY ECONOMIC REVITALIZATION BOARD


Contractor: Mason County Public Utility District No. 1
Contract Number: S21-96401-029
Project Title: Hood Canal-101 Broadband Project

The project's scope of work is comprised of the following activities:

Mason PUD No. 1 will build and deploy a passive fiber optic public access network. There will be approximately 4 miles of 144 count fiber optic cable. The fiber will be built with both feeder and distribution legs, containing 22 access points where drops will be connect to. The fiber runs will be almost completely overhead construction.

If the above scope of work includes engineering, planning, or design activities, the Contractor shall make all plans and documents funded in whole or in part by this Contract available for the Board's review upon reasonable request.

The Contractor, by its signature below, certifies that the project's scope of work and performance measures set forth above have been reviewed and approved by the Contractor's governing body as of the date and year written below.

DocuSigned by:

A4DB71146C884B4...
Signature

Kristin Masteller
Name

General Manager
Title

8/4/2022 | 5:04 PM PDT
Date

Budget

COMMUNITY ECONOMIC REVITALIZATION BOARD

Contractor: Mason County Public Utility District No. 1

Contract Number: S21-96401-029

Project Title: Hood Canal-101 Broadband Project

Total Project Cost Breakdown		
A.	Preliminary Engineering Report	\$
B.	Design/Engineering	\$
C.	Land/Right-Of-Way Acquisition	\$1,604.00
D.	Other Fees (Cultural Resource Survey)	\$4,100.00
E.	Financing Costs	\$
	1. Grant/Loan Administration	\$
F.	Contingency (____%)	\$
G.	WA State Sales Tax (WSST)	\$115,867.00
H.	Construction	\$1,363,143.00
	1. Labor	\$240,151.00
	2. Materials - Fiber	\$175,000.00
	3. Other - Utility Pole installation is a combination of labor & materials	\$947,992.00
I.	Contracts	\$
J.	Other - Electronics Contributed and Purchased by partner ISP	\$115,000.00
Total Project Cost:		\$1,599,714.00

DocuSigned by:

Kristin Masteller

A4DB71140C084B4...

Signature

Kristin Masteller

Name

General Manager

Title

8/4/2022 | 5:04 PM PDT

Date


**Certification of the Payment and Reporting
of Prevailing Wages
COMMUNITY ECONOMIC REVITALIZATION BOARD**

Contractor: Mason County Public Utility District No. 1
Contract Number: S21-96401-029
Project Title: Hood Canal-101 Broadband Project

The Contractor, by its signature below, certifies that all contractors and subcontractors performing work on the project as described in Attachment A: SCOPE OF WORK shall comply with prevailing wage laws set forth in 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 Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board's review upon request.

If any state funds are used by the Contractor for the purpose of construction, applicable State Prevailing Wages must be paid.

The Contractor, by its signature below, certifies that the declaration set forth above has been reviewed and approved by the Contractor's governing body as of the date and year written below.

DocuSigned by:

A4DB71140C084B4...
Signature

Kristin Masteller
Name

General Manager
Title

8/4/2022 | 5:04 PM PDT
Date

Certificate Of Completion

Envelope Id: E3EF26B80CD946A6908191FE841D5E58

Status: Completed

Subject: Please DocuSign: Mason County PUD 1 - CERB Contract - S21-96401-029.pdf

Division:

Local Government

Program: CERB

ContractNumber: S21-96401-029

DocumentType: Contract

Source Envelope:

Document Pages: 32

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

Barbara Smith

AutoNav: Enabled

1011 Plum Street SE

Envelopeld Stamping: Enabled

MS 42525

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Olympia, WA 98504-2525

barbara.smith@commerce.wa.gov

IP Address: 198.239.157.94

Record Tracking

Status: Original

Holder: Barbara Smith

Location: DocuSign

8/4/2022 9:24:32 AM

barbara.smith@commerce.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Commerce

Location: DocuSign

Signer Events

Kristin Masteller

kristinm@mason-pud1.org

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:


A4DB71146C684B4...**Timestamp**

Sent: 8/4/2022 9:26:54 AM

Viewed: 8/4/2022 9:46:14 AM

Signed: 8/4/2022 5:04:15 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.235.102.185

Electronic Record and Signature Disclosure:

Accepted: 8/4/2022 9:46:14 AM

ID: 2ca53ff2-3965-447d-8c22-d4e6b40e31bc

Randy Hayden

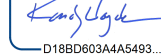
rhayden@portofpasco.org

Executive Director

Port of Pasco

Security Level: Email, Account Authentication
(None)

DocuSigned by:


D18BD603A4A5493...

Sent: 8/4/2022 5:04:17 PM

Viewed: 8/5/2022 8:02:36 AM

Signed: 8/5/2022 8:02:57 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 64.185.110.194

Electronic Record and Signature Disclosure:

Accepted: 8/5/2022 8:02:36 AM

ID: c079f3b6-3718-4172-a580-804ee005f1c2

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Katie Arnold karnold@mason-pud1.org Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 8/4/2022 9:26:53 AM Viewed: 8/5/2022 8:22:47 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/4/2022 9:26:53 AM
Certified Delivered	Security Checked	8/5/2022 8:02:36 AM
Signing Complete	Security Checked	8/5/2022 8:02:57 AM
Completed	Security Checked	8/5/2022 8:02:57 AM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

Mr. Gerard Urbas
Washington Military Department
Public Assistance Program
MS: TA-20 Building 20-B
Camp Murray, WA 98430-5122

Re: Designated Applicant Agent

Dear Mr. Urbas:

The purpose of this letter is to designate the Applicant Agent and Alternate authorized representatives for

Disaster: 4650-DR-WA Severe Winter Storms, Snowstorms, Straight-line Winds,
Flooding, Landslides, and Mudslides

Applicant: Mason County Public Utility District #1

Applicant Agent: Katie Arnold

Alternate Applicant Agent: Kristin Masteller

The purpose of this designation as the authorized representatives is to obtain federal and/or State Emergency or Major Disaster Assistance funds.

These representatives are authorized to execute all contracts, certify completion of projects, request payments, and prepare all required documentation for funding requirements.

Sincerely,

Mike Sheetz

President

Mason County PUD No. 1

<< Utility Name

Washington State Utility Resource Plan Year

2022

Prepared by:

BPA

	<i>Base Year</i>	<i>5 Yr. Est.</i>	<i>10 Yr Est.</i>
<i>Estimate Year</i>	2021	2026	2031
<i>Period</i>	<i>Annual</i>	<i>Annual</i>	<i>Annual</i>
<i>Units</i>	<i>(MWa)</i>	<i>(MWa)</i>	<i>(MWa)</i>
Loads	10.69	10.45	10.66
Resources:			
<i>Future Conservation/Efficiency</i>		0.01	0.01
<i>Demand Response</i>			
<i>BPA Tier 1 (include BPA PF)</i>	8.85	8.99	8.99
<i>BPA Tier 2</i>	1.30	0.91	1.11
Non BPA:			
<i>Co-generation</i>			
<i>Hydro (critical water)</i>	0.54	0.54	0.54
<i>Wind</i>			
<i>Other Renewables</i>			
<i>Thermal-Natural Gas</i>			
<i>Thermal-Coal</i>			
<i>Market Purchase (non BPA)</i>			
<i>Other</i>			
<i>Distributed Generation</i>			
<i>Undecided</i>			
Total Resources	10.69	10.45	10.66
Load Resource Balance	0.00	0.00	0.00

To review your utility's 2020
Cover Sheet click here to
download; they are in alpha

This row will be zeros if loads and resourc

Date of Board/Commission Approval

(mm/yy)

Notes: Explain resource choices other than conservation / Use of renewable energy credits in planning / Distributed Generation S

One way of commenting is to enter the line number of the resource title and type the comment following the number. For example: "Line 24: Our Distributed Generation sources are landfill gas and solar."



Powering Business Worldwide

Eaton
Power Systems Division
Proposal Number: W22481121P
Date: Aug 02, 2022

ANIXTER INC 81U
19545 NORTHEAST RIVERSIDE PARKWAY
PORTLAND Oregon 97230-4957

End Customer: MASON COUNTY PUD NO 1
W22481121P

Eaton is pleased to present our response to your request. The attached proposal is based on our interpretation of any specifications, drawings and/or other information provided to Eaton.

Should you have any questions or require any additional information, please feel free to contact me. Eaton appreciates the opportunity to provide a response to your inquiry and looks forward to receiving your order.

Proposal Specifics

- Proposal Valid From: Aug 01, 2022
- Proposal Valid To: Aug 31, 2022
- Terms of Sale: PP3 - FOB Destination - Freight Prepaid and Allowed
- Payment Terms: Net 30 Days
- Standard 12 Months Warranty

Proposal Notes

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

Pricing will be reviewed upon the announcement of any tariffs pertaining to the importation or exportation of key components or power distribution products in their entirety.

Orders must be issued to "Cooper Power Systems, LLC" and are subject to Eaton's Terms and Conditions of Sale that are included or have been provided previously to the buyer.

The following are the purchase order requirements for Eaton's Power Systems Division

- All purchase orders must have the following clearly identified to be accepted by Power Systems. If a purchase order is missing any one of the requirements, it will be returned for revision prior to entering the order.
 - Legal entity – Cooper Power Systems
 - PO number
 - Sold to number or address
 - Ship to number or address ('will advise' acceptable temporarily)
 - Price per line item
 - Quantity per line item
 - Catalog number, customer material number, or quote number with identified item numbers
 - Freight Terms
 - Currency if international
 - Payment Terms

Listing any of the following additional requirements on your purchase order will assist in the speed and accuracy of processing your order and preventing orders from being placed on hold:

- Valid and current contract or quote number
- Shipping Notes (if required)
 - If shipping collect an account number must be provided
 - If shipping third party a payer address is needed
 - If shipping direct to the end user, provide an address, contact name and contact number
 - If shipping complete, this must be noted
- Please note any special instructions, including special billing and customer witness tests. It is preferred that they are highlighted.
- Lead-times
 - Please note when the customer needs the material
 - If expedited lead-times have been committed please note who you received the lead-time from and what the commitment was

Proposal number and item number should be referenced on purchase order.

Quoted lead-times are based on current factory loading and are subject to change.

All prices here represent those in effect at time of quotation and are subject to change at a minimum of 30 days prior to shipment.

Regulator Domestic Notes

Eaton Site Acceptance Testing includes an extended 12 month warranty while providing assurance from the manufacturer that the equipment was installed correctly and is free from defects increasing safety and reliability.

This can be further extended up to five years with extended warranty service contracts.

Eaton can also provide Power System Studies to fully ensure a proper and safe electrical power distribution system, as well as Arc Flash Studies which are now required every five years per NFPA-70E.

We would welcome the opportunity to discuss how our studies and extended warranties can be integrated into this project.

Relevant standard is the current release of IEEE C57.15

Base Unit Catalog Number provided in this quote will not necessarily be the final order catalog number delivered to the customer.

Upon receipt of an order, the Base Unit Catalog Number may be customized dependent upon the accessories that a customer has requested.

CL-7 Voltage Regulator Control Extended Warranty Policy

The warranty period for the CL-7 Voltage Regulator Control and associated accessories (as determined by Cooper in its sole discretion),

included as part of the front panel is extended to 10 years from the date of manufacture.

During the initial warranty period of the shorter of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment),

Cooper will provide a new replacement Control, as set forth in Section 5 of the Cooper Power Systems, LLC, Terms and Conditions.

Beyond the Initial Warranty Period and throughout the Extended Warranty Period, a refurbished Control will be provided as replacement.

Regulator Elevating Structure Notes

Available Structure Technical Clarification:

Part number is 572042020B01 which is used on regulators with tank diameters ranging from 20" to 29". The structure has an adjustable height range of 24" to 45".

Part number is 572042020B02 which is used on regulators with tank diameters ranging from 20" to 29". The structure has an adjustable height range of 16" to 24".

Part number is 572042020B03 which is used on regulators with tank diameters ranging from 29" to 36". The structure has an adjustable height range of 16" to 24".

Part number is 572042020B04 which is used on regulators with tank diameters ranging from 29" to 36". The structure has an adjustable height range of 24" to 45".

When stands are purchased with regulators, stand pricing is not included in the price of the regulator and must be entered as a separate item on the purchase order.

When stands are ordered with regulators they are shipped with the regulator but on a separate pallet.



Powering Business Worldwide

Proposal Specific Notes

REV01: Catalog number / Stands PB 08/02/22

Specification Exceptions:

Seismic qualifications shall be provided 120 days after receipt of order

No-load and full-load losses shall be provided in accordance to IEEE C57.15

No-load: Neutral and 1 raise

full-load or Load losses: 15 raise and lower and 16 raise and lower

SEISMIC REPORT REQUIREMENTS MUST BE NOTED ON SUBMITTED PURCHASE ORDER.

Item Summary

Proposal Total: \$257,431.90 USD

*Proposal Total does not include any alternate items listed below

Item #	Catalog # Customer Material #	Description	Manufacturing Lead Time (Weeks)	***Approval Drawing Lead Time (Weeks)	Price Each	Qty	Total Price
1.0	**VRC366JCL710003GUA**	REGULATOR, 7620V, 875A, 667kVA	99	6	\$74,297.89	4	\$297,191.56
2.0	572042020B03	LARGE-BASE/SHORT-LEG ELEVATING STRUCTURE	99	Consult Factory	\$2,435.00	4	\$9,740.00

Eventual Catalog # to Order

*** Upon receipt of clean order information (see Proposal Specifics for requirements)

Item Number : 1.0

Catalog # :VRC366JCL710003GUA

Item Details

Customer RFQ Information: Spec: Manzanita Substation dated 2022-07-05
Catalog #: **VRC366JCL710003GUA **

	Quantity	
	4	

Lead-time (Per Lead-time definition in Proposal Specifics):
Manufacturing Lead-time: 99 weeks after release of order by customer
Approval Drawing Lead-time: 6 weeks upon receipt of order

Regulator Identifier	WC366J0060A00019LA
Voltage (V)	7620
Amperage (A)	875
Rated Amperage (A)	875/980
kVA	667/747
Frequency (Hz)	60
BIL (kV)	95
Temperature Rise (°C)	55/65
Style	Substation
Cooling Class	ONAN
Fluid Type	Mineral oil
Phase Quantity	Single-phase
Set Voltage (V)	7200
IDPT	Included
Design Type	Type A
Short Circuit Requirement	Designed for lesser of 25x rated or 16kA max short circuit withstand
Tap Changer	QD8 (T875)
Customer Reference Document	CRD186 - Mason County PUD
Bushing Terminals & Connectors	#2-1000MCM connectors, qty 3
Birdguards	Bushings only
Series Arrester	3kV MOV-type arrester
Loss Guarantee Type	Guaranteed average (qty less than or equal 5)
Loss Type	Standard (2018)
Tank Material	All mild steel
Substation Base	Base included
Hanger Brackets	No hanger brackets
Tank Hardware	Drain valve w/ sampler, Upper fill plug
Ground Provisions	2-hole ground pads (qty 2 on opposite corners of tank)
Liquid Sight Glass	Included, qty 1
Liquid Sight Glass Placement	Critical level

Item Number : 1.0

Catalog # :VRC366JCL710003GUA

Pressure Relief Valve	Included, w/ pull ring
Coating Color	ANSI 70 Gray - Munsell 5BG7.0/0.4
Nameplate Material	Stainless steel
Nameplate Units	Standard
Language Package	English
Pallet	Standard 2-way lift
Control Mounting Location	Standard

-

Control Identifier	CL71E000000A1001R5
Control Type	CL-7
Control Usage	Single-phase
Control Language	English
Tap Changer Capacitor Location	External
Tap Changer Capacitor (µF)	50
Cable Conductors	12-pin
VR1 Cable	10ft. (3m)
Port 1 Communications Card	None
Port 1 Protocol	DNP, IEC 60870-5, 2179, MODBUS Serial & MODBUS TCP/IP
Port 2 Communications Card	None
Port 2 Protocol	DNP, IEC 60870-5, 2179, MODBUS Serial & MODBUS TCP/IP
Reverse Power Flow Capabilities	Included
Control Box Material	Mild steel
Control Box Size	Standard
Control Box Rating	NEMA 3R
VR Cable Entry	Bottom
Control Box Grounding	#6-250MCM

Notes/Comments/Clarifications:

All regulators will be provided with a bypass (series) arrester connected across the series winding and an oil sight gauge.

PERFORMANCE DATA:	
NL Losses @ Neutral - Guaranteed Average	1593
NL Losses @ 1 Raise - Guaranteed Average	1586
Load Losses @ 16 Raise - Guaranteed Average	8924
Load Losses @ 15 Raise - Guaranteed Average	8106
Load Losses @ 15 Lower - Guaranteed Average	8427
Load Losses @ 16 Lower - Guaranteed Average	9240
% IZ - Guaranteed Average	0.28



Eaton Power Systems Division
1319 Lincoln Ave
Waukesha, WI 53186 US

Item Number : 2.0

Catalog # :572042020B03

Item Details

	Quantity	
	4	

Lead-time (Per Lead-time definition in Proposal Specifics):
Manufacturing Lead-time: 99 weeks after release of order by customer
Approval Drawing Lead-time: Consult Factory weeks upon receipt of order

Description

LARGE-BASE/SHORT-LEG ELEVATING STRUCTURE

New voltage regulator safe-to-bypass functionality and features designed to meet 2018 IEEE Standard changes

Eaton's Cooper Power series voltage regulator product line offers new standard and optional features, including a significant safety enhancement and improvements to meet the 2018 IEEE standard.



VDiff Voltage 0.03
Meas Tap Position 0

Safe To Bypass

*A Vdiff Voltage at or below 0.3 V indicates NEUTRAL.

Safe-to-bypass functionality

Removing an energized step-voltage regulator from service has always presented safety concerns. As a manufacturer, Eaton recommends four neutral indicators (NEUTRAL light, control position indication, regulator position indicator and differential voltage measurement) to confirm a voltage regulator is in NEUTRAL before bypassing. Of these indicators, the differential voltage measurement is most reliable.

In the past, measuring the differential voltage was least likely to be performed due to a need for special equipment and a lack of access to the bushings because wildlife guards cover the terminals.

The Internal Differential Potential Transformer (IDPT), offered exclusively as an option on Eaton's Cooper Power series voltage regulators for many years, will now be a standard feature. The IDPT, paired with the CL-7 control's **Safe-To-Bypass** feature, provides an effortless method for measuring the voltage difference between the "S" and "L" bushings. A **Safe-To-Bypass** indication shows on the control LCD display ensuring it is safe to perform a bypass operation.

The IDPT also provides:

- Accurate control tap-position indication using the **Enhanced Tap Position Tracking** feature
- Accurate source voltage for reverse-power voltage regulation

IEEE C57.15-2017/IEC 60076-21 ED 2.0 standard updates

Eaton is committed to offering products meeting or exceeding current industry standards. Changes to the voltage regulator dual logo standard impacts Eaton's product offering. The updated standard contains optional features, new requirements, and more rigorous design tests.

New optional feature:

- **Universal Interface** – A new industry standard control cable interface connection to the voltage regulator apparatus

Performance enhancements:

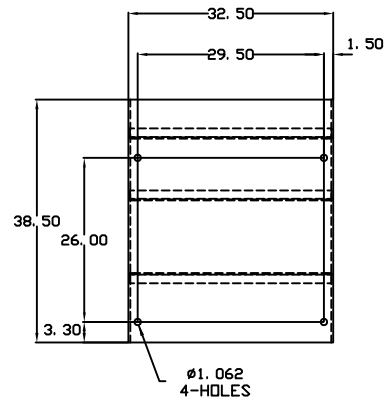
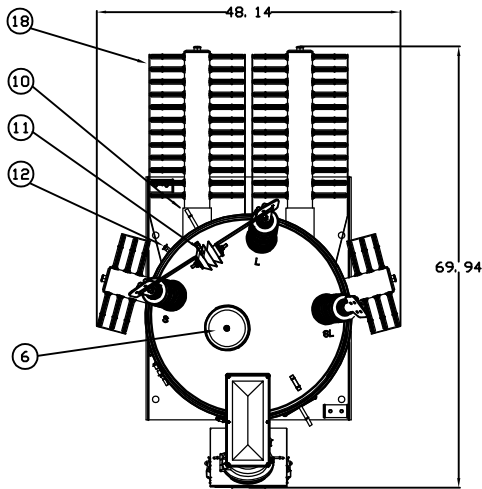
- **Higher short circuit requirement for 250 kVA and above:** Advances the step-voltage regulator from a distribution-type transformer to a robust substation-type power transformer
- **Enhanced design type tests:** The robust tests apply to arcing and vacuum tap changer voltage regulators. They include tap-changer, control, dielectric, short circuit, tank integrity and sound levels tests. The new requirements apply to all global voltage regulator manufactures.
- **Control and tap-changer compatibility tests:** Ensures all control manufacturers rigorously test control compatibility to ensure proper tap-changer operation

Eaton
1000 Eaton Boulevard
Cleveland, OH 44122
United States
Eaton.com

© 2020 Eaton
All Rights Reserved
Printed in USA
Publication No. SA225004EN / GG
February 2020

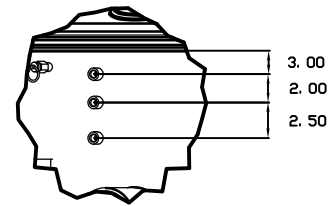
Eaton is a registered trademark.

All other trademarks are property of their respective owners.

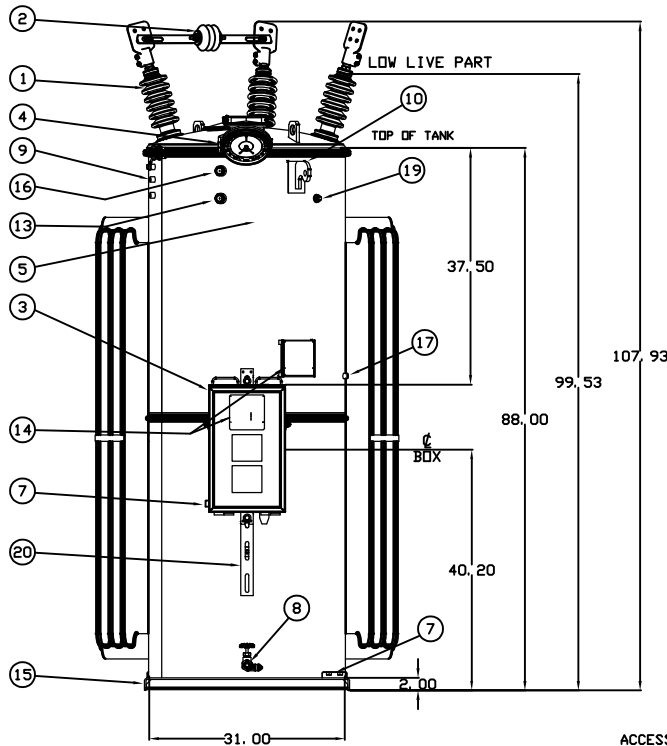


DETAIL 'C' BASE DETAIL

TOP OF TANK



DETAIL 'B' ARRESTER PROVISIONS



CAT. NO. VRC366JCL71023351A

CUST. SPEC. - NONE

REGULATOR:
667 KVA 1 PHASE 60 HERTZ 55°C RISE
LOAD AMPS - 875
RATED VOLTAGE - 7620/13200Y
REGULATION ±10% IN 32 5/8% STEPS
VOLUME OF OIL: 243 GALLONS
UNTANKING WEIGHT (LBS) - 2347
TOTAL WEIGHT (LBS) - 5228
FINISH: ANSI #70 SKY GRAY

CONTROL: CL-7

ACCESSORIES

1. BUSHINGS - 15 KV INTERNALLY-CLAMPED PORCELAIN. CREEPAGE DISTANCE 18.50", W/ FOUR HOLE SPADE CONNECTORS.
2. SERIES ARRESTER, 3 KV MOV-TYPE, POLYMER.
3. MAIN CONTROL BOX CABINET. LOCKABLE.
4. TAP CHANGER POSITION INDICATOR, W/ DRAGHANDS AND REGULATION RANGE LIMIT SWITCHES.
5. DISCONNECT TYPE CONTROL CABLE W/ CURRENT TRANSFORMER SHORTING DEVICE.
6. 5.50" DIAMETER SERVICE HANDHOLE.
7. GROUND PADS: (2) STAINLESS STEEL W/ (2) 0.50"-13 UNC TAPPED HOLES, AND (1) ON CONTROL BOX CABINET W/ 0.50"-13 UNC TAPPED HOLE.
8. DRAIN VALVE, BRASS, 1.0" NPT, W/ OIL SAMPLING DEVICE.
9. ARRESTER MOUNTING PROVISIONS, (3) 0.50"-13 UNC TAPPED HOLES 0.43" DEEP, LOCATED AT EACH BUSHING. SEE DETAIL 'B'.
10. LIFTING LUGS, (2), W/ SHIPPING TIEDOWN PROVISIONS.
11. UNTANKING LIFTING EYES, (2).
12. AUTOMATIC PRESSURE RELIEF VALVE, 5 PSI, W/ SHIELD & PULL RING.
13. CRITICAL LOW OIL LEVEL SIGHT GAUGE, BRASS, W/ BALL FLOAT.
14. NAMEPLATES, (2)
15. SUBSTATION BASE, SEE DETAIL 'C'.
16. UPPER FILTER PRESS CONNECTION, 1.00" NPT.
17. CABLE SUPPORT (WHEN APPLICABLE), 0.50"-13 UNC TAPPED HOLE 0.43" DEEP.
18. PLATE-TYPE COOLING RADIATOR.
19. THERMOMETER PROVISION.
20. CONTROL LOWERING BAR.

REVISIONS	
REV 01	BASE DIMENSIONS
ADDED	ECN PTP2013210
RG	11/03/20

MATERIAL:		Eaton Powering Business Worldwide	
ALL DIMENSIONS ARE IN INCHES (MM)		TITLE: OUTLINE DRAWING	
THE INFORMATION ON THIS DOCUMENT WAS CREATED BY EATON. IT WAS DISCLOSED IN CONFIDENCE AND IS ONLY TO BE USED FOR THE PURPOSE IN WHICH IT WAS SUPPLIED.		DESC: COOPER POWER SERIES VR-32 REGULATOR 7620 VOLT 667 KVA	
DWG: PTP	DATE: 07/22/20	REF: 4242600B1829	SHEET R: 1 of 1
		SCALE: NTS	REV: 01
4242600B4134			

EAT•N

COOPER POWER

SERIES

SINGLE PHASE STEP VOLTAGE REGULATOR VR-32 55°C RISE

CLASS ONAN

KVA 667

LOAD AMPS 875

60 HZ

TYPE A

RANGE OF REGULATION

$\pm 10\%$ 32- $\frac{5}{8}\%$ STEPS

MFG. DATE

WDG. SHUNT MAT.

SERIES AL

RATED VOLTS 7620/13200Y

CAT. NO.

KV BIL 95

C.T. RATIO 1000:0.2

SHORT CIRCUIT: 16KA(2 SEC), 41.6KA PK

TAP CHANGER: QD8 (875A) 50uF (440V)

MAN. CP SER.

STOCK #

UNTANKING WEIGHT

LBS.

TOTAL WEIGHT

LBS.

GAL. OIL

SOURCE

LOAD

ARRESTER

REVERSING SWITCH

SERIES WINDING

SERIES WINDING POTENTIAL TRANSFORMER

SHUNT POTENTIAL TRANSFORMER

POLARITY MARKER

VR

VL

SL

QUIK DRIVE

E1

E2

E3

S

G

S

C

C

M

4

2

2

1

2

L

CT

SL

EQUALIZER WINDING

SHUNT WDG. REACTOR

JUNCTION BOX (ON COVER)

TAP IN USE	LOAD VOLTS	CONTROL WDG. TAP (TANK)	INTERNAL P.T. RATIO	R.C.T. TAP (CONTROL)	TEST TERMINAL VOLTAGE	OVERALL POT. RATIO
○	8000	E ₁ &P ₁	60:1	133	120.5	66.5:1
○	7970	E ₁ &P ₁	60:1	133	120	66.5:1
○	7620	E ₁ &P ₁	60:1	127	120	63.5:1
○	7200	E ₁ &P ₁	60:1	120	120	60:1
○	6930	E ₁ &P ₁	60:1	115	120.5	57.5:1
○	4800	E ₂ &P ₂	40:1	120	120	40:1
○	4160	E ₂ &P ₂	40:1	104	120	34.7:1
○	2400	E ₃ &P ₃	20:1	120	120	20:1

P.O.

WARNING:

DO NOT BYPASS UNLESS ON NEUTRAL POSITION AND CONTROL SWITCH IS OFF. FAILURE TO DO SO MAY CAUSE DAMAGE TO REGULATOR, RESULTING IN PERSONAL INJURY OR DEATH. READ INSTALLATION AND OPERATING INSTRUCTIONS MN225003EN AND MN225008EN

LIMIT SWITCH SETNGS ON POSITION INDICATOR

REGULATION LIMITED TO \pm	5%	6 $\frac{1}{4}\%$	7 $\frac{1}{2}\%$	8 $\frac{3}{4}\%$	10%
% RATED 55°C LOAD AMPS	100	100	100	100	100

688631 REV 00

FILLED WITH ANSI TYPE II MINERAL OIL THAT CONTAINED LESS THAN 1 PPM PCB AT TIME OF MANUFACTURE.

MADE IN WAUKESHA WISCONSIN, U.S.A.

MASTER = RG24A7
SCHEM = VRGQA33H
VCHART = VTAP08E
ACHART = LAMP2099

EATON – REGULATOR CUSTOMER REFERENCE DOCUMENT

CRD #: 186

Date: 7/27/2022

Author: Erik Drellack

Customer Name: Mason County PUD

Specification #: 7.62kV Voltage Regulator **Revision #:** 00 **Dated** 7/27/2022
Specification, Rev. 1 :

Catalog Number Affected: As specified

REGULATOR APPARATUS

- Three ground clamps attached to tank to stabilize cable to SL bushing
- Bushing wildlife guards, IR transparent and UV stable, Reliaguard Type BC, size as required
- High seismic qualification level to IEEE 693-2005

CONTROL FEATURES

Terms and Conditions

1. Applicable Terms and Conditions

(a) These terms and conditions of sale establish the rights, obligations, and remedies of Buyer and Seller that apply to any order issued by Buyer for the purchase of Seller's products and/or services ("Products"). No additional or different terms or conditions, whether contained in Buyer's purchase order form or in any other document or communication pertaining to Buyer's order, will be binding on Seller unless accepted in writing by an authorized representative of Seller. Seller expressly objects to and rejects any additional or different terms and conditions, which shall be ineffective.

(b) If Seller's order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions is found to be an acceptance of an offer, acceptance is expressly made conditional upon Buyer's assent solely to these terms and conditions, and acceptance of any part of Products delivered by Seller shall be deemed to constitute such assent by Buyer. If the order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions constitutes an offer, Buyer's acceptance of the offer is hereby limited to the terms of the offer.

2. Price, Payment Terms, and Title

(a) All prices represent those in effect at the time of quotation and are subject to change without notice. Unless prices are bid or quoted as "firm," Seller reserves the right to invoice at prices in effect at the date of shipment, regardless of any prior bid and whether notice was received by Buyer. Unless otherwise indicated, prices are stated in United States dollars and are exclusive of shipping, handling, shipping insurance, duties, and sales, use, excise or similar taxes. Export packaging or any other special handling requested by Buyer will be at Buyer's expense. A service charge of \$25 will be assessed for any order less than \$250. Seller requires a minimum \$100 emergency handling charge for all orders that require shipment the same day or next day.

(b) Buyer acknowledges that the pricing of the Products has been set based on the agreed allocation of risks contained in these terms and conditions. If, notwithstanding the provisions of these terms and conditions, a court of competent jurisdiction determines that Buyer's terms and conditions apply to an order, then Seller shall have the right to either (i) modify the prices (including retroactively) according to the additional level of risk and responsibility that Buyer's terms and conditions require Seller to undertake; or (ii) cancel the order any time after such a determination without liability for the termination other than for the Products already delivered on these terms and conditions.

(c) Unless different credit terms have been extended to Buyer in writing by Seller, payment terms are net 30 days after delivery or date of invoice, whichever first occurs, in the currency invoiced. Seller reserves the right to modify or withdraw credit terms at any time without notice. If Buyer fails to fulfill the terms of payment, Seller may defer further shipments to Buyer or, at its option, cancel the unshipped portions of Buyer's orders. Buyer agrees to pay interest on all past due invoices at the lesser of 18% per annum, compounded monthly, or the highest contractual rate allowable under the law.

(d) Until full payment of all obligations of the Buyer for an order, Seller reserves the title (but not the risk of loss) to all Products furnished under that order. If the Buyer defaults in payment or performance or becomes subject to insolvency, receivership or bankruptcy proceedings or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases or permits any lien or attachment on the Products, Seller may treat all amounts then or thereafter owing by Buyer to be immediately due and payable and Seller at its election may repossess Products for which Buyer has not paid in full. In the event of repossession of Products under this section or under the section entitled "Security Interest," Buyer agrees that Seller may enter the premises where the Products may be located and remove them without notice and without being liable to Buyer for such repossession. Buyer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Seller, its parents, affiliates, or subsidiaries. Buyer grants Seller a security interest in Products for which title has passed to Buyer, products in which Products are incorporated, and Products that Seller sells (including all Products acquired hereafter from Seller, and all accessions, substitutions, replacements, and additions, and any proceeds from sale or disposition of Products), as security for performance by Buyer of all of its payment obligations under these terms and conditions (including obligations regarding future advances). Buyer consents to Seller's execution of any documents to evidence and perfect this security interest, and agrees to execute the same if requested by Seller.

3. Delivery and Risk of Loss

(a) Unless otherwise agreed in writing, all deliveries of Products will be EXW (Incoterms 2000) Seller's facility. Products will be packed in Seller's standard commercial shipping packages. Charges for shipping may not reflect net transportation costs paid by Seller. Buyer shall reimburse Seller for all costs of storage and handling incurred by Seller after the date that Seller is prepared to make shipment.

(b) Delivery and shipping dates are approximate and represent Seller's best estimate of the time required to make delivery or shipment. Time is not of the essence with respect to the transactions covered by these terms and conditions, except with respect to Buyer's obligation to make all related payments. Seller's obligations under these terms and conditions will be dependent upon Seller's ability to obtain necessary raw materials and components. Seller shall have the right to make partial deliveries and to ship up to forty (40) days in advance of shipping date.

4. Acceptance

Acceptance shall occur, if not before, when Buyer fails to reject within ten (10) days after delivery of the Products. Buyer may rightfully reject only when a reasonable inspection shows that the Products fail to conform substantially to the specifications for the Products. Buyer waives any right to revoke acceptance. Buyer's remedies for any nonconformity detected after acceptance are limited to those expressly provided in these terms and conditions for breach of warranty.

5. Limited Warranty

(a) Seller warrants to each original Buyer of Products that Products are, at the time of delivery to the Buyer, in good working order and conform to Seller's official published specifications, provided that no warranty is made with respect to any Products, component parts, or accessories manufactured by others but supplied by Seller.

(b) Seller's obligation under this warranty for any Product proved not to be as warranted within the applicable warranty period is limited to, at its option, replacing the Product, refunding the purchase price of the Product, or using reasonable efforts to repair the Product during normal business hours at any authorized service facility of Seller. All costs of transportation of any Product claimed not to be as warranted and of any repaired or replacement Product to or from such service facility shall be borne by Buyer.

(c) Seller may require the return of any Product claimed not to be as warranted to one of its facilities as designated by Seller, transportation prepaid by Buyer, to establish a claim under this warranty. The cost of labour for removing a Product and for installing a repaired or replacement Product shall be borne by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the Products in which they are installed to the same extent as if such parts were original components. Warranty services provided under these terms and conditions do not assure uninterrupted operations of Products; Seller shall not be liable for damages caused by any delays involving warranty service.

(d) The warranty period for Products is the shorter of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment unless otherwise agreed by Seller in writing.

(e) EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SELLER PROVIDES PRODUCTS AS-IS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTABILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LIQUIDATED DAMAGES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO A PRODUCT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT FROM WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER SELLER'S LIABILITY ARISES OR RESULTS FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MALICE, OR INTENTIONAL CONDUCT), STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE

7. Cancellation and Return of Products

Orders shall not be subject to cancellation or modification either in whole or in part without Seller's written consent and then only with terms that will reimburse Seller for all applicable costs incurred by virtue of the sale, including costs of purchased materials, engineering costs, all progress billings and all incurred direct manufacturing costs. Seller's written consent must be given in advance of Buyer's return of Products for credit. Seller reserves the right to cancel any sale of Products without liability to Buyer (except for refund of monies already paid), if the manufacture or sale of the goods is or becomes technically or economically impractical.

8. Force Majeure

Seller shall not be liable for any failure to perform or delay in performing its obligations resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer or those under Buyer's control, acts of government or other civil or military authorities, priorities, strikes, or other labour disputes, fires, accidents, floods, epidemics, war, riot, embargoes, delays in transportation, lack of or inability to obtain raw materials, components, labour, fuel or supplies, or other circumstances beyond Seller's reasonable control ("Force Majeure Event"). If Seller elects, the time for performance shall be extended by a period of time equal to the time lost because of any delays caused by reasons of a Force Majeure Event. Should Seller be prevented from completing Buyer's order or any part thereof because of any Force Majeure Event, then Buyer agrees promptly upon request and upon receipt of invoice therefor, to pay Seller for any Product or Products then completed.

9. Work Product

"Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, special tooling, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others that result from or relate to the Products. All Work Product shall at all times be and remain the sole and exclusive property of Seller. Buyer hereby agrees to irrevocably assign and transfer to Seller and does hereby assign and transfer to Seller all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Buyer hereby waives any and all moral and other rights in any Work Product or any other intellectual property created, developed or acquired in respect of the Products. Seller will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Seller deems appropriate. All tools and equipment supplied by Buyer to Seller shall remain the sole property of Seller.

10. Confidentiality

(a) Buyer may acquire knowledge of Seller Confidential Information (as defined below) in connection with Products and/or its performance hereunder and agrees to keep Seller Confidential Information in confidence during and following termination or expiration of this Agreement. "Seller Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including, without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product, and other material or information considered proprietary by Seller relating to the current or anticipated business or affairs of Seller that is disclosed directly or indirectly to Buyer. In addition, Seller Confidential Information means any third party's proprietary or confidential information disclosed to Buyer in the course of providing Products to Buyer.

(b) Buyer agrees not to copy, alter or directly or indirectly disclose any Seller Confidential Information. Additionally, Buyer agrees to limit its internal distribution of Seller Confidential Information to Buyer's employees who have a need to know, and to take steps to ensure that the dissemination is so limited. In no event will Buyer use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Seller Confidential Information. Buyer may disclose Seller Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law but only after Buyer provides prompt notice to Seller of such requirement and gives Seller the opportunity to challenge or limit the scope of the disclosure.

(c) Buyer further agrees not to use Seller Confidential Information except in the course of performing hereunder and will not use such Seller Confidential Information for its own benefit or for the benefit of any third party. All Seller Confidential Information is and shall remain the property of Seller. Upon Seller's written request, Buyer shall return, transfer or assign to Seller all Seller Confidential Information, including all Work Product, and all copies containing Seller Confidential Information.

11. Patent Indemnity

In the event any Product is made in accordance with drawings, samples or manufacturing specifications designated by Buyer, Buyer agrees to indemnify, defend, and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim arising from or relating to the design, distribution, manufacture, marketing, sale, or use of the Product or arising from or relating to a claim that such Product furnished to Buyer by Seller, or the use thereof, infringes any claim of any patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defence of any suit against Seller brought upon such claim or claims.

12. Changes in Product Design or Manufacture

Seller shall have the right to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

13. Software License

Software, if included with a Product, is hereby licensed and not sold. The license is nonexclusive, and is limited to use with the Product with which it is included. No other use is permitted and Seller retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes without limitation all rights in patents, copyrights, trademarks and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation or disassembly (save to the extent expressly permitted by law) or redistribution of the software. Buyer shall not copy, disclose or display any such software, or otherwise make it available to others.

14. Compliance with Laws

Buyer shall comply with all laws and regulations applicable to Products, including but not limited to all applicable import and export laws and regulations. Buyer and Buyer's Agent shall provide all information requested by Seller relating to Seller's voluntary or mandatory compliance with any law or regulation, and Buyer shall indemnify Seller for any losses incurred by Seller arising from Buyer's or Buyer's Agent's failure to provide the information requested by Seller.

15. Waiver

No waiver of any provision of these terms and conditions (or any right or default hereunder) shall be effective unless in writing and signed by an authorized representative Seller. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under these terms and conditions or applicable law in connection with any other instances or circumstances.

16. Language

The parties have expressly required that these terms and conditions be prepared in the English language. Les parties aux présentes ont expressément exigé que les présents termes et les bons de commandes émis aux termes des présentes soient rédigés en langue Anglaise.

17. Choice of Law and Dispute Resolution

Except as set forth below, these terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its choice of law rules. If both Seller and Buyer are incorporated under the laws of Canada or a province of Canada, these terms and conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. If Buyer is incorporated in the United States, any claim or litigation arising out of or relating to Products shall be brought exclusively in a court of competent jurisdiction in Harris County, Texas. If Buyer is incorporated outside of the United States, any dispute will be resolved by arbitration in Houston, Texas, by three arbitrators and under the International Chamber of Commerce Rules of Arbitration. The language of the arbitration will be English. In all cases, Buyer and Seller expressly exclude from application the United Nations Convention on Contracts for the International Sale of Goods.

18. Assignment

Buyer may not assign, transfer or subcontract the performance of its services, or any of its rights and/or obligations hereunder, without Seller's prior written consent.

19. Severability

If any provision of these terms and conditions is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of these terms and conditions will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added, as part of these terms and conditions, one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law.

Dated: 11012017

Julie Gray

From: Brandy Milroy
Sent: Friday, August 5, 2022 8:57 AM
To: Julie Gray
Cc: Kristin Masteller
Subject: FW: New general inquiry from mason-pud1.org

Julie,

Can you please put the email below in the correspondence of the board packet.

Thanks

From: Trisha Martin <TrishaM@mason-pud1.org>
Sent: Friday, August 5, 2022 8:25 AM
To: Brandy Milroy <brandym@mason-pud1.org>
Subject: FW: New general inquiry from mason-pud1.org

From: Debbie Olig <caseyperro@yahoo.com>
Sent: Thursday, August 4, 2022 1:05 PM
To: Customer Service <customerservice@mason-pud1.org>
Subject: New general inquiry from mason-pud1.org

Name
Debbie Olig
Date Submitted (Automatically Populated)
08/04/2022
Email
caseyperro@yahoo.com
Your Comments
<p>Yesterday evening our water suddenly stopped. One of your technicians came out to Stretch Island and fixed it within a couple of hours. (I believe a one or two neighbors walked over and may have been in his way) Thank you to all involved for the quick response.</p> <p>Debbie Olig Stretch Island</p>