



Mason County PUD No. 1
Regular Board Meeting
August 23, 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. Public Hearing – 2022 Energy Resource Plan

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: August 9, 2022 Regular Board Meeting

Disbursements:	Accounts Payable Wire	\$ 56,185.02
	Check Nos. 122077-122123	\$ 538,937.91
	Payroll Wire	\$ 69,813.61
	Grand Total	\$ 664,936.54

3) **Business Agenda**

- Adopt the 2022 Energy Resource Plan
- July Financials
- Claim for Damages - Bloomfield
- Approve GM to Vacate Easements
- Approve the Purchase of the VFI for the FEMA 4539-07-R Cross Country Project

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
August 9, 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 (Excused)

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: July 26, 2022 Regular Board Meeting

Disbursements:	<u>Accounts Payable Check Register</u>	
	Accounts Payable Wire	\$ 293,399.77
	Check Nos. 121950-122076	\$ 205,039.13
	A/P Sub Total	\$ 498,438.90
	<u>Payroll Expense</u>	
	Payroll Wire	\$ 74,518.50
	Grand Total	\$ 572,957.40

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

BUSINESS AGENDA:

Authorize GM to sign Community Project Funding Contract with HUD for Duckabush Utility Relocation Project - Jack made a motion to authorize the GM to sign the Community Project Funding Contract with HUD for the Duckabush Utility Relocation Project. Ron seconded the motion. Motion carried.

Authorize GM to sign the CERB Funding Contract for Hood Canal-101 Broadband Project – Jack made a motion to authorize the General Manager to sign the CERB Funding Contract for Hood Canal-101 Broadband Project. Ron seconded the motion. Motion carried.



Mason County Public Utility District No. 1
Board of Commissioners Regular Board Meeting
August 9, 2022, Potlatch, Washington

Designate Director of Business Services as Applicant Agent for FEMA Disaster 4650 – Jack made a motion to Designate the Director of Business Services (Katie Arnold) as the Applicant Agent for FEMA Disaster 4650. Ron seconded the motion. Motion carried.

Approve 2022 Energy Resource Plan – Jack made a motion to approve the 2022 Energy Resource Plan. Ron seconded the motion. Motion carried.

Award Manzanita Substation Voltage Regulators Contract – Jack made a motion to award the Manzanita Substation Voltage Regulators Contract to Eaton Power Systems in the amount of \$306,931.56. Ron seconded the motion. Motion carried.

Staff Reports -

General Manager – Kristin reported that she hosted a Dept. of Commerce meeting here last week. Representatives from WSU Energy, Commerce, Dept. of Emergency Mgmt, WPUDA and PUD 3 attended. The main topic was power system resiliency needs, especially grant money availability for small rural substations. She also reported that she and Katie are getting ready to write their first grant from the US Forest Service for a vegetation management. This would be for the PUD's whole system and be on a 10 year cycle. She reported that she has been talking to Tim Nies regarding a community solar system that would be installed on the Morrison Center roof top. This would be a large system with several PUD's being able to allow their customers to buy in. She also reported that she and Katie have been working on buckets for different grants that they will be applying for in the future. They have 12 power and facility project buckets in the works to try to find funding for. She reported that the crew will be starting another underground project on Love Road and then move onto Bee Mill road.

Director of Business Services – Katie reported that she is currently working on two additional hazard mitigation grants. One being for the 106 pole replacement and upgrade project, and to move the utilities on the Lilliwaup bridge corner. She also reported that she and Kristin will be doing a presentation for the Kristmastown Kiwanis on Wednesday, August 10th.

Water Resource Manager – Brandy reported that comments from Agate Beach Reservoir Design have been sent back to DOH and hopefully are approved next month. She reported that Gray & Osborne is working on responding back to DOH's comments for the Lake Arrowhead Manganese Removal Treatment. She also reported that they had an issue at the Union Ridge water system because some of the customers were not following the conservation schedule for outdoor watering. The customers on the upper portion of the system experienced no water. Staff will be looking into a Water Conservation Policy for enforcement.

Correspondence – Brandy shared an email from a customer who appreciated our quick response to a water problem.

Board Reports –

Mike – None

Jack – None



Mason County Public Utility District No. 1
Board of Commissioners Regular Board Meeting
August 9, 2022, Potlatch, Washington

Ron – None

PUBLIC COMMENT – None.

EXECUTIVE SESSION – None

Adjournment: 2:05 p.m.

Mike Sheetz, President

Jack Janda, Vice President

Ron Gold, Secretary

Accounts Payable

Check Register

08/04/2022 To 08/19/2022

Bank Account: 4 - COLUMBIA BANK - DISTRICT

Check / Date Tran	Pmt Type	Vendor	Vendor Name	Reference	Amount
122077 08/04/2022	CHK	WOODS ELECTRIC	WOODS FAMILY INVESTMENTS LLC	WOMEN'S CLUB-NEW METER ROOM HEATERS	2,000.00
122078 08/08/2022	CHK	CITI CARDS	CITI CARDS	CITI CARD-ACCT NUMBER ENDING IN: 4326	16,663.58
122079 08/09/2022	CHK	2	JORDYNN L CHAMPION	MR Refund	148.40
122080 08/10/2022	CHK	LILLIWAUP FALLS	LILLIWAUP FALLS GENERATING COMPAN	JULY POWER USAGE	8,963.53
122081 08/10/2022	CHK	WASHDOT	WASHINGTON STATE DOT	WATER LINE BORE PERMIT	150.00
122082 08/10/2022	CHK	WRIGHT	WRIGHT EXPRESS FINANCIAL	MO.MASTERCARD CHARGE-5569 6200 0003 6811	618.00
122083 08/11/2022	CHK	US BANK-CCC	US BANK	CREDIT CARD CHARGES-4484 7345 5001 2554	745.08 VOID
122084 08/11/2022	CHK	US BANK-CCC	US BANK	CREDIT CARD CHARGES-4484 7345 5001 2554	745.08
122085 08/16/2022	CHK	IBEW	IBEW LOCAL UNION #77	UNION DUES	949.56
122086 08/16/2022	CHK	PUDEMP	PUD #1 EMPLOYEE FUND	EMPLOYEE FUND	220.00
122087 08/17/2022	CHK	BLACK	BLACK STAR	EMPLOYEE APPRECIATION SWEATSHIRTS	1,186.99
122088 08/19/2022	CHK	2M COMPANY	2M COMPANY INC	WATER NON INVENTORY PARTS	1,959.47
122089 08/19/2022	CHK	AIR FLO HEATING	AIR FLO HEATING COMPANY	DUCTLESS HEATPUMP REBATE-CYNTHIA DEVANEY	800.00
122090 08/19/2022	CHK	ALTEC	ALTEC INDUSTRIES INC	VEHICLE #76-ROCKER SWITCH & BUTTON	46.85
122091 08/19/2022	CHK	ANIXTER	ANIXTER INC	ELECTRIC NON-INVENTORY PARTS	1,943.17
122092 08/19/2022	CHK	ASPECT CONSULT	ASPECT CONSULTING LLC	RIPPLEWOOD, VIEW CREST, & CANAL VIEW	681.00
122093 08/19/2022	CHK	ATWORK!	ATWORK! COMMERCIAL ENTERPRISES, L	LANDSCAPE MAINTENANCE	17,722.31
122094 08/19/2022	CHK	CENTUR	CENTURYLINK	TELEPHONE CHARGES ACCT#206-Z05-0016 020	1,467.48
122095 08/19/2022	CHK	CENTURYLINK	CENTURYLINK	LONG DISTANCE & OUTBOAND CHARGES(21)LINE	229.90
122096 08/19/2022	CHK	DOH	DEPT. OF HEALTH	AGATE BEACH-PHASE 2 RESERVOIR & BOOSTER	589.00
122097 08/19/2022	CHK	DITCH WITCH	DITCH WITCH WEST	HYDRAULIC SAW - VEHICLE #78	1,988.93
122098 08/19/2022	CHK	PAPE COMPANY	DITCH WITCH WEST	VEHICLE #107- BYPASS	405.39
122099 08/19/2022	CHK	DON SMALL & SON	DON SMALL & SONS OIL DIST	DIESEL & GAS	2,779.16
122100 08/19/2022	CHK	FARWEST	FARWEST LINE SPECIALTIES	ELECTRIC LINE SUPPLIES	697.30
122101 08/19/2022	CHK	GORDON TRUCK	FREIGHTLINER NORTHWEST OLYMPIA	VEHICLE #65-FUEL & LUBRICATION FITLERS	503.48
122102 08/19/2022	CHK	GILLIS	GILLIS AUTO CENTER, INC.	VEHICLE #50-WIRE ASSEMBLY	1,239.44
122103 08/19/2022	CHK	GRAY1	GRAY, JOYCE	BATH TISSUE, PAPER TOWELS, & HAND SOAP	190.21
122104 08/19/2022	CHK	HDFOWL	HD FOWLER COMPANY	WATER NON INVENTORY PARTS	5,832.12
122105 08/19/2022	CHK	HENDEN ELECTRI	HENDEN ELECTRIC, INC	INSTALL TRANSFER SWITCH AT ISLAND LAKE	5,208.00
122106 08/19/2022	CHK	HENDEN ELECTRI	HENDEN ELECTRIC, INC	OVER CHARGED TAX-INV#24.172 & 25.180	9,309.00
122107 08/19/2022	CHK	HOOD CANAL	HOOD CANAL MARKET FRESH	SHOP SUPPLIES	35.79
122108 08/19/2022	CHK	JEFF 1	JEFFERSON COUNTY	TYPE A UTILITY PERMIT-GORGE CT	57.00
122109 08/19/2022	CHK	L.G.	L. G. ISAACSON CO. INC.	SHOP SUPPLIES	837.64
122110 08/19/2022	CHK	MAGNUM POWER	MAGNUM POWER, LLC	HOOD CANAL 101 BROADBAND SCHEDULE B	422,525.50
122111 08/19/2022	CHK	MARSH	MARSH MUNDORF PRATT & SUL	MONTHLY WPAG SERVICES	246.67
122112 08/19/2022	CHK	MEGUIRE WHITNE	MEGUIRE WHITNEY	GRANTWRITING	637.50
122113 08/19/2022	CHK	NISC	NISC	POSTAGE, ACH E-CHECKS, REMITPLUS, & EFT	12,304.81
122114 08/19/2022	CHK	NWPPA	NWPPA	EXCELLENCE IN COMMUNICATION	545.00
122115 08/19/2022	CHK	PARSON	PARSONS DIESEL & STEAM	SERVICE VARIOUS VEHICLES	2,956.63
122116 08/19/2022	CHK	PETTYJOHN ENT	PETTYJOHN ENTERPRISES, LLC	TEN FOUR WELLHOUSE-DEBRIS	100.00
122117 08/19/2022	CHK	POWER ENGINEER	POWER ENGINEERS	MANZANITA SUBSTATION ENGINEERING & TEST	1,508.94

122118	08/19/2022	CHK	PUDCAS	PUD # 1 PETTY CASH	REIMBURSE PETTY CASH FUND	170.69
122119	08/19/2022	CHK	SHEETZ, MIKE	MIKE SHEETZ	JULY TRAVEL EXPENSE - REIMBURSEMENT	658.97
122120	08/19/2022	CHK	WPUDA	WASHINGTON PUD ASSOC.	REFUND-2/2/2022 GROUP DINNER (KRISTIN)	2,853.00
122121	08/19/2022	CHK	NAPA AUTO PART	WESTBAY NAPA AUTO PARTS	VEHICLE #59-RADIATOR	351.67
122122	08/19/2022	CHK	2	GEOENGINEERS, INC.	MANZANITA SUBSTATION ENGINEERING SERVICE	5,390.75
122123	08/19/2022	CHK	2	TUPPER/MACK/WELLS PLLC	SQUAXIN ISLAND TRIBE	2,520.00
					Total for Payment Type - CHK:	(135) 539,682.99
704	08/16/2022	WIRE	IRS	WEST COAST BANK	FEDERAL TAX LIABILITY	29,685.59
705	08/16/2022	WIRE	WASH 1	WA DEPT OF RETIREMENT SYS	STATE RETIREMENT - PLAN 2	15,766.43
706	08/16/2022	WIRE	WASH 7	WA STATE TREAS-MS: PO-11	DEFERRED COMPENSATION	7,916.75
707	08/16/2022	WIRE	HRA	HRA VEBA TRUST CONTRIBUTI	VEBA MEDICAL SAVINGS	2,816.25
					Total for Payment Type - WIRE:	(4) 56,185.02
					Total for Bank Account - 4 :	(139) 664,936.54
					Grand Total :	(139) 664,936.54

08/18/2022 12:49:04 PM

GENERAL LEDGER
TRANSACTION DETAIL

Page: 1

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	
08/16/22	68704 Check Print	0	PL	2 PAYROLL	69,813.61

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

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."



PUD1 – Executive Summary – July 2022

This report summarizes information on the current financial status of Mason County PUD No. 1 for the month of July 2022:

- **Work in Progress:**
 - Resource Plan Update – Due September 3, 2022
 - Grant Applications – Ongoing
 - 2023 Budget Preparations
- **Completed Projects:**
 - Hazard Mitigation Grants – Due June 3, 2022
 - Feasibility Study Grants – Due June 30, 2022
 - 2021 Form 7 – Due March 31, 2022
 - 2021 Privilege Tax Return
 - 2022 Budget Development
 - FEMA Grant Applications (Due April 14, 2022)
 - 2021 Annual Report (State Auditors Office) – Due May 30, 2022
- **Planned Key Milestones, Activities and / or Events:**
 - Long range financial and budgetary planning – ongoing.

Financial Highlights:

- Revenue – Gross Revenue was \$949,823 for the month of July 2022.
- Expenditures – Gross expenditures were \$809,418 for the month of July 2022.
- As of July 31, the PUD has \$1,228,214 in grant reimbursements outstanding for ongoing projects.

Financial Metrics as Compared with Prior Year:	July 2022	July 2021
Total General Cash and Investments	\$1,096,278	\$1,004,180
Current Ratio (Current Assets/Current Liabilities)	2.08 to 1	2.83 to 1
Debt Service Coverage (O&M/ Debt Service)	3.46	2.79
Long-Term Debt to Net Plant	34%	38%
Total Debt to Equity Ratio (Total Liabilities/Total Equity)	47%	52%
Long Term Debt to Equity Ratio (Long Term Debt / Total Equity)	42%	48%
Times Interest Earned Ratio (Earnings before Interest & Taxes/Total Interest)	5.46	4.82
Cash on Hand (Total Available Cash/Average Daily Costs)	43 Days (General) 191 Days (All Funds)	40 Days (General) 170 Days (All Funds)



Mason County PUD No 1

Budget Summary by Division For the Month Ended July 31, 2022

	<u>Electric</u>	<u>Water</u>	<u>Sewer</u>	<u>Totals</u>
Total Revenue	\$ 716,699.28	\$ 232,155.45	\$ 968.60	\$ 949,823.33
Budgeted	\$ 651,256.01	\$ 252,485.00	\$ 903.75	\$ 904,644.76
Difference (-/+)	\$ 65,443.27	\$ (20,329.55)	\$ 64.85	\$ 45,178.57
% of Budget	110%	92%	107%	105%
 Total Expenditures	 \$ 619,010.99	 \$ 189,146.63	 \$ 1,260.73	 \$ 809,418.35
Budgeted	\$ 705,681.34	\$ 216,744.50	\$ 763.52	\$ 923,189.36
Difference (-/+)	\$ (86,670.35)	\$ (27,597.87)	\$ 497.21	\$ (113,771.01)
% of Budget	88%	87%	165%	88%
 Net Operating Margins	 \$ 97,688.29	 \$ 43,008.82	 \$ (292.13)	 \$ 140,404.98
Budgeted	\$ (54,425.33)	\$ 35,740.50	\$ 140.23	\$ (18,544.60)
Difference (-/+)	\$ 152,113.62	\$ 7,268.32	\$ (432.36)	\$ 158,949.58
% of Budget	-179%	120%	-208%	-757%



Mason County PUD No 1

Budget Summary by Division for the Seven Months Ended July 31, 2022

	<u>Electric</u>	<u>Water</u>	<u>Sewer</u>	<u>Totals</u>
Total Revenue	\$ 6,725,171.38	\$ 1,483,998.53	\$ 6,572.38	\$ 8,215,742.29
2022 Budget	\$ 9,867,493.00	\$ 2,559,920.00	\$ 11,169.00	\$ 12,438,582.00
Difference (-/+)	\$ (3,142,321.62)	\$ (1,075,921.47)	\$ (4,596.62)	\$ (4,222,839.71)
% of Budget	68%	58%	59%	66%
Total Expenditures	\$ 5,433,644.16	\$ 1,325,012.71	\$ 2,605.98	\$ 6,761,262.85
2022 Budget	\$ 9,511,110.00	\$ 2,324,170.29	\$ 8,121.00	\$ 11,843,401.29
Difference (-/+)	\$ (4,077,465.84)	\$ (999,157.58)	\$ (5,515.02)	\$ (5,082,138.44)
% of Budget	57%	57%	32%	57%
Net Operating Margins	\$ 1,291,527.22	\$ 158,985.82	\$ 3,966.40	\$ 1,454,479.44
2022 Budget	\$ 356,383.00	\$ 235,749.71	\$ 3,048.00	\$ 595,180.71
Difference (-/+)	\$ 935,144.22	\$ (76,763.89)	\$ 918.40	\$ 859,298.73
% of Budget	362%	67%	130%	244%

Cash Flow

Beginning Cash (General Fund)	49,753.30	96,037.62	4,195.20	149,986.12
Net Operating Margin (Excluding Depreciation)	1,818,151.28	803,916.05	3,614.57	2,625,681.90
Cash Transferred to / from Special Funds	28,333.34	(249,705.37)	(105.23)	(221,477.26)
Change in Accounts Receivable	361,255.92	(71,312.75)	438.35	290,381.52
Change in Accounts Payable	101,709.17	5,554.40	196.28	107,459.85
Cash Expended on Utility Plant	(569,298.87)	(504,162.15)	(4,143.97)	(1,077,604.99)
Change in CWIP	(1,739,206.45)	19,117.33	0.00	(1,720,089.12)
Ending Cash (General Fund)	50,697.69	99,445.13	4,195.20	154,338.02



Mason County PUD No. 1

Cash & Investment Balances

As of July 31, 2022

Cash Balances

Cash - General Funds

\$ 154,338.02

Cash - Restricted

\$ 107,583.26

Total Cash

\$ 261,921.28

Investment Balances (LGIP)

Investments - Electric

\$ 602,502.51

Investments - Sewer

\$ 30,654.88

Investments - Water

\$ 293,035.28

Total Investments

\$ 926,192.67

Total Cash & Investments

\$ 1,188,113.95

***Does Not Include Designated Funds*



PUBLIC UTILITY DISTRICT NO. 1
OF MASON COUNTY
N. 21971 Hwy. 101
Shelton, Washington 98584

BOARD OF COMMISSIONERS
MIKE SHEETZ, Commissioner
JACK JANDA, Commissioner
RON GOLD, Commissioner

INSTRUCTIONS FOR COMPLETING A STANDARD TORT CLAIM FORM

For the District to pay a claim, it is up to the claimant to specify how the damage was caused by negligence of the District's employees. Equipment failure or acts of nature (wind, lightening, trees, etc.) will not be reimbursed by the District. Please specify what negligence of the District's employees caused the damage.

Before presenting a Standard Tort Claim form, please read these instructions, the Standard Tort Claim form, and other appropriate forms in their entirety.

- Type or print clearly in ink and sign the Standard Tort Claim form.
- Provide all requested information and any available documents or evidence supporting your claim, such as medical records or bills for personal injuries, photographs, proof of ownership for property damages, receipts for property value, etc.
- If the requested information cannot be supplied in the space provided, please use additional blank sheets so your Standard Tort Claim form can be easily read and understood.
- The following are examples on how to complete the Standard Tort Claim Form:
 1. Doe, Jane K. January 1, 1060
 2. 1234 Hwy 101, Shelton WA 98584
 3. P0 Box 12345, Shelton WA 98584
 4. Same (or residence at the time of incident)
 5. 360-123-4567 (H) 360-456-7890 (W)
 6. jdoe@hotmail.com
 7. August 9, 2010
 8. 8:00 a.m.
 9. If the incident that caused the damages occurred over a period of time, please provide the beginning time and the ending time in Item 9
 10. Hwy 101, Southbound, Milepost 109, near Potlatch State Park.
 11. Doe, John Q., 1234 Hoodsport Way NW, Hoodsport WA 98584 (360) 456-3456; Tow Truck Driver, Acme Towing
 12. Identify any PUD No. 1 personnel who have knowledge or list "Unknown"
 13. Please provide the name of the District employee who you allege is responsible for the damages.
 14. Please describe the incident that resulted in the injury or damages, specifically answering the questions who, what, where, when and why, e.g.: "PUD No. 1 truck failed to stop at stop sign and hit my vehicle".



**PUBLIC UTILITY DISTRICT NO. 1
OF MASON COUNTY**

N. 21971 Hwy. 101
Shelton, Washington 98584

BOARD OF COMMISSIONERS

MIKE SHEETZ, Commissioner
JACK JANDA, Commissioner
RON GOLD, Commissioner

15. If you reported this incident to law enforcement, safety, or security personnel, please provide a copy of the report or contact information to the person you spoke with.
16. Please provide all of your medical providers with their names, address, telephone numbers, and the type of treatment. If you were treated for a personal injury, please include your medical records and bills.
17. Attach any other documents which support your claim.
18. Please provide the dollar amount for your damages, including your time loss, medical costs, property damage loss, etc. This amount should represent your opinion of total compensation.
****Please submit a statement or repair estimate from a qualified auto or appliance repair person who can identify the costs to repair the auto or appliance and the cause of damage. In addition, the District will only cover the repair or fair market value of damaged equipment and vehicles and NOT new substitute equipment and vehicles.*
19. If your claim involves a motor vehicle accident, please complete, sign, and attach the Vehicle Collision Form posted on the website.



**PUBLIC UTILITY DISTRICT NO. 1
OF MASON COUNTY**

N. 21971 Hwy. 101
Shelton, Washington 98584

BOARD OF COMMISSIONERS

MIKE SHEETZ, Commissioner
JACK JANDA, Commissioner
RON GOLD, Commissioner

STANDARD CLAIM FORM
PLEASE TYPE OR PRINT IN INK

Please return to:

General Manager
21971 N. Hwy 101 Shelton, WA 98584

Business Hours: 8:00am - 5:00pm

PERSONAL INFORMATION

1. CLAIMANT'S NAME:

Bloomfield Rocky

Last Name First Middle

2. RESIDENCE ADDRESS CURRENT ADDRESS:

120 Dark Road, Brinnon, WA 98320

3. MAILING ADDRESS (IF DIFFERENT):

PO Box 123, Brinnon, WA 98320-0123

4. RESIDENTIAL ADDRESS AT TIME OF INCIDENT:

5. CLAIMANT'S DAYTIME TELEPHONE: (360) 301-2398 ()
Home Business

6. CLAIMANT'S E-MAIL ADDRESS cheifrocky@gmail.com

INCIDENT INFORMATION

7. DATE OF INCIDENT: 08 / 04 / 2022
month day year

8. TIME: 11:58am A.M. / P.M. (CIRCLE ONE)

9. IF THE INCIDENT OCCURRED OVER A PERIOD OF TIME PLEASE PROVIDED:

BEGINNING TIME: / /
month day year

ENDING TIME: / /
month day year

10. LOCATION OF INCIDENT:

Hwy 101 Mt Walker at Bee Mill Road ,

Brinnon, WA

Address/Street/Mile Post

City

County



**PUBLIC UTILITY DISTRICT NO. 1
OF MASON COUNTY**

N. 21971 Hwy. 101
Shelton, Washington 98584

BOARD OF COMMISSIONERS

MIKE SHEETZ, Commissioner
JACK JANDA, Commissioner
RON GOLD, Commissioner

11. NAMES, ADDRESSES, AND TELEPHONE NUMBERS OF ALL PERSONS INVOLVED, OR WITNESS, TO THIS INCIDENT:
See Police Report

12. NAMES, ADDRESSES, AND TELEPHONE NUMBERS OF ALL DISTRICT EMPLOYEES HAVING KNOWLEDGE ABOUT THIS INCIDENT (ATTACH ADDITIONAL SHEETS, IF NECESSARY):
James Underwood 360-742-8872 & Hunter Smith 360-742-8872 operated the WA DOT vehicle.

Brian Taylor 360-432-1576 Auditor/Risk Manager

13. DISTRICT EMPLOYEE ALLEGEDLY RESPONSIBLE FOR DAMAGES/INJURY: Mason Co PUD
14. DESCRIBE CONDUCT AND CIRCUMSTANCES CAUSING INJURY OR DAMAGES, EXPLAINING EXTENT OF MEDICAL, PHYSICAL, OR MENTAL INJURIES (ATTACH ADDITIONAL SHEETS, IF NECESSARY):
See police report

15. LAW ENFORCEMENT/SECURITY/FIRE/EMERGENCY AGENCIES WHO RESPONDED TO THE INCIDENT (PLEASE INCLUDE REPORT OR CASE NUMBER IF AVAILABLE)
WA State Patrol, Report # EB55613

16. NAME, ADDRESS, AND TELEPHONE NUMBER OF TREATING PHYSICIAN(S) AND ATTACH COPIES OF MEDICAL REPORTS AND BILLINGS:
N/A

17. PLEASE PROVIDE COPIES OF ANY DOCUMENTS, PICTURES, OR OTHER RECORDS THAT SUPPORT OR RELATE TO YOUR CLAIM. We will need you to provide the year, make and model for each item you claim was damaged such as appliances or vehicles.



PUBLIC UTILITY DISTRICT NO. 1
OF MASON COUNTY
N. 21971 Hwy. 101
Shelton, Washington 98584

BOARD OF COMMISSIONERS

MIKE SHEETZ, Commissioner
JACK JANDA, Commissioner
RON GOLD, Commissioner

18. I / WE DO HEREBY CLAIM DAMAGES FROM Mason Co PUD IN THE SUM OF \$ 6,567.24.

This claim form must be signed either:

- (i) By the claimant, verifying the claim;
- (ii) Pursuant to a written power of attorney, by the attorney in fact for the claimant;
- (iii) By an attorney admitted to practice in Washington state on the claimant's behalf; or
- (iv) By a court-approved guardian or guardian ad litem on behalf of the claimant.

I certify or declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dawn Shay Claims Subrogation Adjuster on behalf of Rocky & Wendy Bloomfield our insured's. 8/8/2022
Signature of Claimant Date

Mutual of Enumclaw Insurance Company claim# 550000199950

How your claim will be processed:

1. Claimant submits claim and supporting material to the General Manager.
2. GM conducts an internal investigation to gather facts and review claim with senior staff team.
3. PUD attorney reviews claim and makes recommendation to either approve or deny the claim, or to send it to the PUD's insurance carrier for independent investigation and review.
4. After the investigation is completed, the claim is presented at following Board of Commissioners meeting for approval/denial if it does not need to be sent to the insurance carrier.
5. If the claim is denied, a letter is sent to the claimant explaining why it was denied.
6. If the claim is not initially denied by the Board of Commissioners, it will be sent to the PUD's insurance carrier for processing.
7. If the claim is approved, payment unless the amount is minimal, in which case it may be processed in the PUD's next accounting cycle.

No claims shall be considered without completion of the standard tort claim form and supporting documentation. No claims shall be presented to the Board of Commissioners without going through the investigation process, internal review and review by the PUD's attorney.



PUBLIC UTILITY DISTRICT NO. 1
OF MASON COUNTY
N. 21971 Hwy. 101
Shelton, Washington 98584

BOARD OF COMMISSIONERS
MIKE SHEETZ, Commissioner
JACK JANDA, Commissioner
RON GOLD, Commissioner

July 15, 2022

To: Aaron Nester
Cc: Michael MacSems

Re: Vacate Utility Easement

Dear Doug,

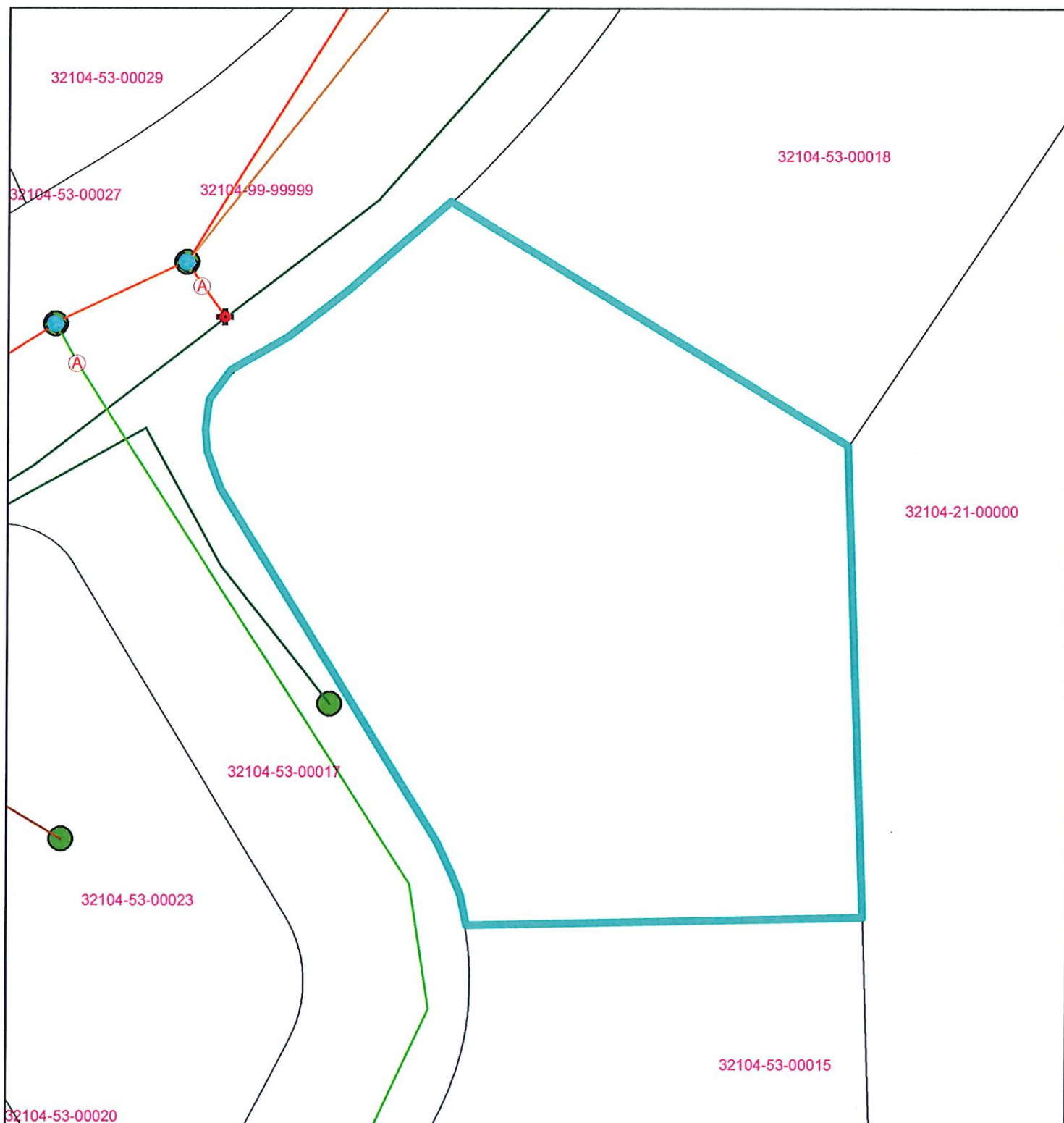
Mason County PUD No. 1 waives all interest in the utility and drainage easement on the properties of 561 E. Beach Dr. (Parcel #32104-53-00018), Parcel #32104-53-00017, 41 E. Country Club Dr. Parcel (#32104-54-00116) and 460 E. Jack Pine Ln. Parcel (#32104-54-00119)

Sincerely,

A handwritten signature in blue ink that reads 'Kristin Masteller'.

Kristin Masteller
General Manager

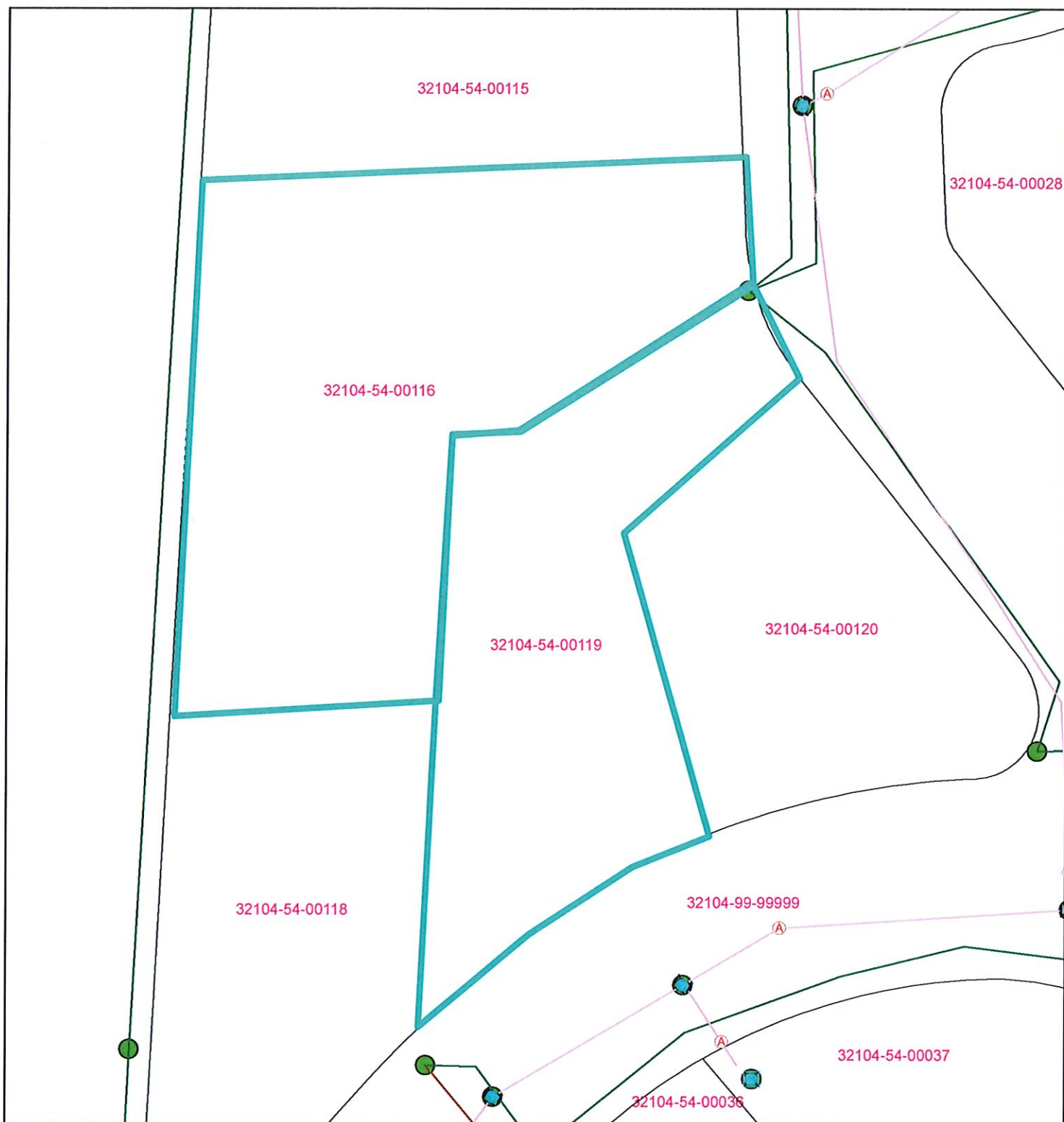
Cc: Easement File- James



Parcel #32104-53-00017

No Existing Facilities



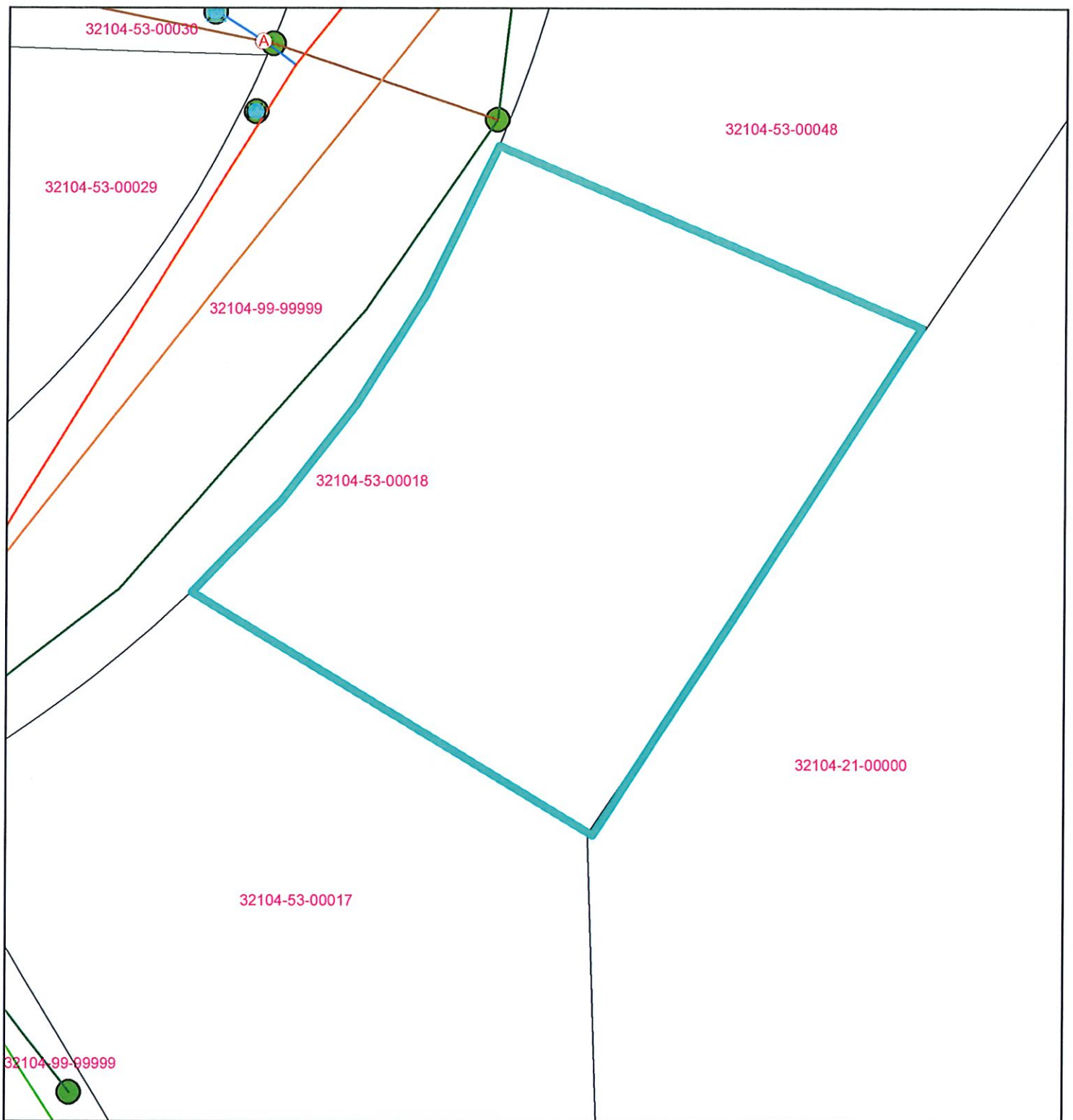


**41 E. Country Club Dr.
Parcel #32104-54-00116**

**460 E. Jack Pine Ln.
Parcel #32104-54-00119**

No Existing Utilities





561 E. Beach Dr.□

parcel #32104-53-00018

No Existing Facilities





Powering Business Worldwide

Eaton
Power Systems Division
Proposal Number: W22386116P
Date: Jul 12, 2022

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

End Customer: MASON COUNTY PUD NO 1
VFI Quote .model 6

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: Jul 20, 2022
- Proposal Valid To: Sep 06, 2022
- Terms of Sale: PP3 - FOB Destination - Freight Prepaid and Allowed
- Payment Terms: Net 30 Days
- Standard 12 Months Warranty

Orders must be issued to "Cooper Power Systems, LLC" and are subject to the included Eaton's Terms and Conditions of Sale and/or previously agreed to terms and conditions. For additional ordering information, please see the Proposal Notes section.

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.

Padmount Switchgear Standard Notes

Unless shown in the bill of materials, all fuses, arresters, lugs, terminals, terminators, flex connectors, and related hardware shall be furnished and installed by others at no cost to Eaton.

The bill of material detailed in the proposal shall be the specification of record. Any changes will require price consideration.

Pricing does not include the delays or costs associated with witness of testing or final inspections. If required, price and lead time consideration may be considered.

Witness / Inspection Visit: Customer Witness of Routine Test/Final Inspect: \$2000 USD per unit, +1 week

Customer Final Inspection: \$1500 USD per unit, +1 week

Leadtime is subject to change based on current factory loading and may vary between time of quote and time of order.

Any requests in addition to standard Eaton process will increase leadtime.

These requests may include, but are not limited to approval drawings, third party inspection testing and special testing requirements.

Contact the factory for current leadtimes.

Commercial

A written Purchase Order must be received by the sales office that submitted this quote within the listed validity on the quote.

The Purchase Order may be either Release for Manufacture or Hold for Approval Drawing Submittal.

When the order is Hold for Approval Drawing Submittal, the Approval Drawings must be returned to the submitting sales office with a Release for Manufacture within 60 days of the original P.O. date.

Should the Release for Manufacture arrive after the 60 days mentioned above, an escalation schedule shall be applied as follows:

- Greater than 60 days = 2% total price escalation
- Greater than 90 days = 3% total price escalation
- Greater than 120 days = 4% total price escalation
- Greater than 150 days = 5% total price escalation
- Greater than 180 days = Order cancelled with payment to Seller of reasonable termination charges, including progress billings and all incurred direct manufacturing costs.

Upon order entry by Eaton, the switchgear will be acknowledged to ship at the quoted lead time or the best available lead time.

In the event Buyer cancels this agreement after award, Buyer may terminate upon payment to Seller of reasonable termination charges, including progress billings and all incurred direct manufacturing costs

Configuration shown is for reference only, actual design may differ from the layout shown.

We now offer complete services for all your power distribution and automation needs.

We have the industry's largest Electrical Power Equipment Manufacturer's Service Team, which provides 24 hour service.

We provide start-up and commissioning; power system analysis including Arc Flash, Harmonics and other studies; preventive maintenance, testing and field trouble-shooting;

multi-year service contracts; power system automation engineering, monitoring and training; aftermarket life extension solutions; as well as turnkey project capabilities.

In addition to the services that we can provide for the equipment contained within this proposal, our Service Team is experienced on all manufacturers' electrical power distribution equipment, so please contact us about any electrical system problem.

If you need immediate service, you can contact the Representative who provided this proposal, or call our 24-hour response number: 1-800-498-2678.



Powering Business Worldwide

Proposal Specific Notes

Revision 2: Updated pricing and validity date. 07/12/22 JK

Item Summary

*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
2.0	**KP01002505**	15kV-3W2-Vacuum Fault Interrupter (VFI)- Mineral Oil-Mild Steel	46	Consult Factory	\$43,137.62	1	\$43,137.62

Eventual Catalog # to Order

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

Item Number : 2.0

Catalog # : KP01002505

Item Details

Customer RFQ Information:

Catalog #: **KP01002505 **

	Quantity	
	1	

Lead-time (Per Lead-time definition in Proposal Specifics):
Manufacturing Lead-time: 46 weeks after release of order by customer
Approval Drawing Lead-time: Consult Factory weeks upon receipt of order

Mounting Type	Pad-Mounted
Phase	Three-Phase Units
kV Class	15kV 12.5kA
Insulation Fluid	Mineral Oil
Tank/Cabinet Material	Mild Steel
Paint	Standard Bell Green (Munsell 7GY 3.29/1.5)
Unit Type	VFI
Number of Sides	Double Sided
Qty of Ways	3 Ways
Model Selection	Model 6
Selection A Features	Source - Vacuum Switch (RVAC)
Selection A Handle	One Three Phase Handle
Selection A Bushings	600 Amp Aluminum Deadbreak Bushings
Selection A Visible Break	Not Required (Std)
Selection B Features	Source - Vacuum Switch (RVAC)
Selection B Handle	One Three Phase Handle
Selection B Bushings	600 Amp Aluminum Deadbreak Bushings
Selection B Visible Break	Not Required (Std)
Selection C Features	Tap - VFI
Selection C Handle	One Three Phase Handle
Selection C Bushings	200 Amp Bushing Wells
Selection C Visible Break	Not Required (Std)
Selection C CT Ratio	1000:1
Controls	Tri-Phase Control with Ground Trip
Phase TCC Card	EF Curve (Phase)
Ground TCC Card	EF Curve (Phase)
Fault Indicator Provisions	Standard Provisions (1.06" dia hole with removable SS backing plate)
Grounding Provisions	1/2"-13 UNC Stainless Steel Nuts (Standard)
Service Items	Standard Drain Plug
Phase Diagram	1-Line Diagram

Proposal Number: W22386116P

Revision: 2

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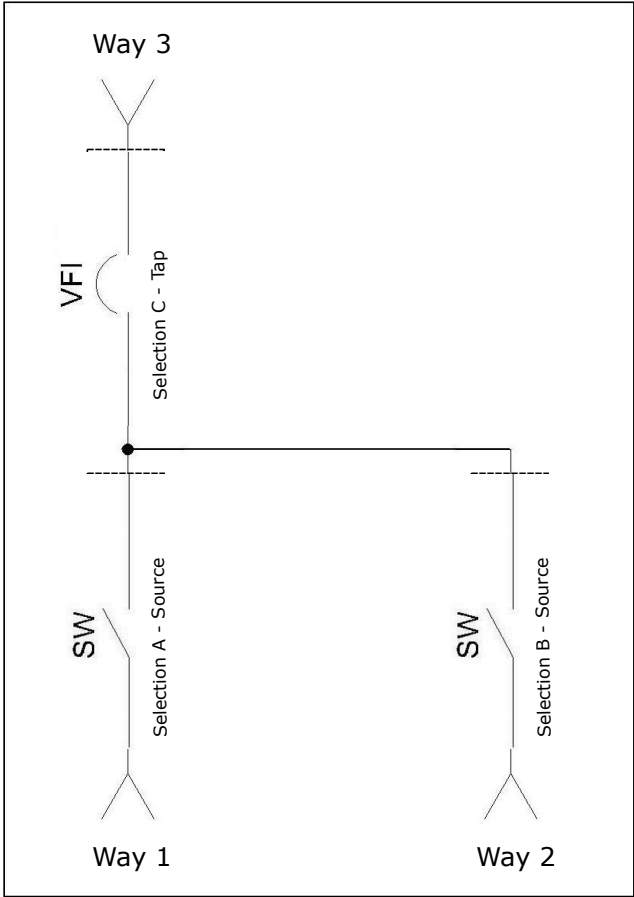


Eaton Power Systems Division
1319 Lincoln Ave
Waukesha, WI 53186 US

Item Number : 2.0

Catalog # :KP01002505

Motor Operator Options	No Motor Ops
Motor Operator Voltage	N/A
Junction Box	None
Additional Accessories	Record Drawing PDF
Test Report	None



<p>The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.</p> <p>Proposal Number: W22386116P Revision: 2</p>	<p>PREPARED BY JOSEPH KEPPER</p>		<p>DATE 3/8/2022</p>		<p>EATON Powering Business Worldwide</p>	
	<p>APPROVED BY</p>		<p>DATE</p>		<p>JOB NAME VFI Quote .model 6</p>	
	<p>VERSION 10.0.0.0</p>		<p>TYPE PSD_PL33</p>		<p>DRAWING TYPE Customer Appr.</p>	
	<p>REVISION 0</p>	<p>DWG SIZE A</p>	<p>G.O.</p>		<p>ITEM</p>	<p>SHEET 1 of 1</p>

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

Lower Snake River dams are essential

By Mike Sheetz, Ron Gold and Jack Janda, Mason County PUD 1 Commissioners

For years, our PUD and the Northwest public power community at large have tried to communicate to our public ratepayers that the Lower Snake River dams are an essential source of clean, reliable, renewable and affordable hydropower generation for Mason County and for millions of households in the Northwest.

Mason County PUD 1 receives over 85% of our energy from hydropower. The four lower Snake River dams — Ice Harbor, Lower Monument, Little Goose and Lower Granite — are a part of the Federal Columbia River Power System, the largest source of clean electricity in the region. These dams alone produce well over 2,000 megawatts of sustained, winter-peak capacity of clean, reliable, carbon-free energy.

A disturbing movement is underway to devalue the dams and undermine their importance in our region. The information that is being pushed out to the public, most recently from a group called NWOppportunity.org, has been less than forthcoming. In fact, the assertions they make about replacing hydropower resources for our region's power grid are outright

incorrect, despite public power and Northwest RiverPartners' numerous offers to educate them and exchange information with cited references for them to research.

PUD 1 takes exception to the recent Inslee-Murray Dam Breaching Study for many reasons. It's re-doing a study that experts just concluded after a several-year process with significant public stakeholder input. They bowed to political pressure from special-interest groups and did a poor effort — a biased and unthorough review that attempts to push alternate themes to the public with a lot of soft words like "may" and "could" instead of conclusive scientific and evidentiary data on the impacts of dam breaching. This study was a poor use of taxpayer money that could have been applied at the local level on projects to improve stream flows and salmon habitat, boost our local hatcheries, or support culvert removal projects and water cleanup projects in the Puget Sound and Hood Canal.

Regardless of where you fall on this issue, you elected us as your public utility representatives, and it is our job to do the deep dive on issues that impact your utility services. We are waist-deep in these issues because they impact our ability to keep your lights on, let alone do it in a way that's affordable for you. We would

like you to have all the facts at your disposal before you make a decision on where you stand, and then regardless of that stance, we encourage you to provide public comment and make your voice heard to your state and federal elected leaders.

Here are some facts about the Lower Snake River dams that we want to share with you:

The risks of extreme electricity prices and blackouts are the highest they have been since the Western energy crisis took place 20 years ago — and removing the dams dramatically increases the risk of soaring prices, higher carbon emissions and blackouts. We do not want a California or Texas energy disaster here in Washington.

During power scarcity events, renewable (wind and solar) resources tend to underperform. Northwest wind resources only generated 15.5% of their typical generation output during recent scarcity events. Solar only works when the sun is shining. Battery storage technology is not advanced enough to make renewables reliable enough to replace baseload power like hydro.

Electricity imports can no longer be relied upon. Imports into the Northwest played an important

role in maintaining reliability during the extreme events over the past two years. However, these imports principally came from east of the Cascades, regions that will experience significant coal retirements in the coming years and will not have surplus power to sell to us.

Extreme weather events that drive acute electricity shortages will become more common due to climate change. The loss of generation that would result from breaching the dams or increasing the spill requirements would mean a significant loss of reliability when it is needed most — during peak heat and cold periods.

During the extreme events in early 2022 and the summer of 2021, the Lower Snake River dams played an irreplaceable role in avoiding or reducing the magnitude and duration of the blackouts in our region. There was no evident alternative source for the electricity supplied by those dams. Blackouts occur when there is not enough electricity to meet consumer demand. During the recent extreme events, the Lower Snake River dams supplied as much as 6% of total

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PUD1 OP-ED: Maintaining power grid, climate change

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regional electric demand. Without any clear existing sources of replacement power, removal of the dams puts the Northwest at a very high risk in future electricity reliability events, with these disruptions having rippled impacts throughout the West.

Lower Snake River dams reduced the magnitude and duration of blackouts outside the region too. The dams help out the entire West Coast when they're called upon. During the California blackouts on Aug. 15, 2020, the dams produced 1,944 megawatts of generation and that energy was sent down the transmission lines to California to help keep their grid stable. Their absence would have led to worsening the magnitude and duration of blackouts at that time.

Replacing the Lower Snake River dams will take decades, and available technological options cannot provide the same combination of low cost, reliable and flexible attributes. While the draft Murray-Inslee report suggests breaching might be delayed, the process of identifying and building replacement resources, obtaining federal funding, siting, permitting, securing equipment and constructing transmission is likely to take decades. For example, efforts to build the Boardman to Hemingway transmission line in the Northwest are going on 20 years — without a single shovel turned.

Removing the Lower Snake River dams will make the transition to clean-energy goals more difficult. The current Northwest renewable targets will likely not be met until the 2040s. Natural gas will likely need to replace generation of the dams in the near term; adding 3.5 million metric tons of carbon per year, roughly 8% of Washington's 2030 carbon emission limit and 13% of the 2040 target. Even if the dams are replaced

with wind and solar, there will be no net reduction in carbon emissions.

The information that dam removal groups are sharing about fish survival rates are often inaccurate. Fish mitigation efforts are getting results: survival of both juvenile and adult fish is comparable to survival rates in free-flowing rivers in the region, and adult returns regularly exceed pre-dam levels. The uncomfortable reality is that over-fishing originally decimated fish populations, and climate change poses a persistent and pervasive threat to all West Coast salmon stocks. Ironically, the report calls for removing hydropower projects that fund almost \$1 billion for fish mitigation and combat climate change. Dam removal advocates often state that dam breaching is the only thing we haven't tried in the effort to save salmon. That's simply not true. What other species listed as "at-risk for extinction" are you aware of that humans are still allowed to take? We keep taking the fish. Natural marine predators keep taking the fish.

Our PUD 1 representatives sat in on a presentation by a marine biologist who had zero stake in the dam removal debate. She was just a scientist on a team that was studying salmon mortality along the West Coast. Her published, peer-reviewed findings showed that salmon populations declined at nearly the same rate all along the Western seaboard in both dammed and free-flowing rivers. There's an overwhelming combination of morbidity drivers that are causing their decline. It was a fascinating and sobering presentation, and it solidified for us that we can't afford to support breaching such important and valuable infrastructure that, in the end, won't have a meaningful impact on fish survival. That study can be found here: tinyurl.com/c9wufc4y.

As we mentioned earlier, the U.S. Army Corps of Engineers, Bureau of Reclamation and Bonneville Environmental Administration already went through a lengthy environmental

impact analysis, and that decision of record was ratified in 2020. This study was conducted by engineers, scientists and energy professionals, and they heard from thousands of environmental groups, state agencies, cities and counties, farmers, tribal members, energy sector/utility representatives, fishermen, port districts and citizens. They concluded removing the dams will:

- Double the risk of regionwide blackouts.
- Add an additional 3 million metric tons of carbon to the atmosphere each year from fossil-fueled electricity.
- Increase the region's electricity costs by \$800 million a year and the Bonneville Power Administration's power costs by 50%, which could increase monthly energy costs at our homes by up to 25% or more.
- Result in the loss of \$540 million per year in regional economic productivity.
- Result in the loss of 4,900 jobs as a result of higher electricity costs.
- Reduce social welfare by \$458 million annually from the loss of irrigated land and farm laborers.
- Add 79,000 more semitrucks to the road each year.

We all want to see salmon avoid extinction. To do that, we need a holistic approach to combating climate change, improving the health of our oceans and waterways, stop overfishing, and start serious predator control by reducing the explosive population of sea lions on the mouth of the river. These things, along with continued investments in fish passage and fish habitat, will help continue the survival of fish on the Columbia and Snake rivers. It's possible that one day the infrastructure will have outlived its useful life or that energy resource technology will advance far enough that there will be truly viable ways to replicate the baseload hydropower. Today is not that day. The technologies are not even close to being ready, despite what dam-removal groups

claim. They are not experts in the operation of power-generation facilities and electrical grids. They do not understand how these things operate, and worse, they do not seem to care. They just want to win.

Any viable plan for replacing the Lower Snake River dams must have a pathway to replace the other benefits of irrigation that helps feed our nation, flood control for our residents that live in the cities on the waterways, barging our products to ports and international waters and the recreational use along the rivers that drives the local economies. When those items are adequately addressed and a proposal is put forward to replace those benefits as well as maintain grid reliability, we will support a measured and collaborative plan that is endorsed by subject matter experts in the energy and engineering sectors. We cannot support an unrealistic and unreasonable plan developed by special-interest groups who refuse to acknowledge the science and have taken a "win-at-all-costs" position. That's bad public policy and we won't support that. Gov. Jay Inslee and Sen. Patty Murray should not support it either.

We hope you will submit comments on this issue, no matter whether you agree or disagree with the assessment we've provided here. The draft Murray-Inslee report is seeking public comment. Please take a minute to do so in an easy online form that sends your message directly to Murray and Inslee's offices: bit.ly/3AovIPR. Regardless of where you stand on this issue, we feel it's important to make your voices heard on issues that impact your lives.

■ **Mike Sheetz** represents Mason County Public Utility District No. 1 District 1 (Union) and is the board president. **Ron Gold** represents District 2 (Skokomish Valley and Potlach) and is board vice president. **Jack Janda** represents District 3 (Hoodsport to Jefferson County) and is the board secretary.