



**Mason County PUD No. 1**  
**Regular Board Meeting**  
**January 10, 2023**  
**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. Regular Board Meeting**

- 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:** Regular Board Meeting & Public Hearing December 13, 2022

<b>Disbursements:</b>	Accounts Payable Wire	\$ 549,302.73
	Check Nos. 122613-122627	\$ 92,715.13
	122629-122749	\$ 418,683.00
	Payroll Wire	\$ 178,869.16
	Payroll Check No. 122522-122628	\$ 627.30
	<b>Grand Total</b>	<b>\$ 1,240,197.32</b>

**3) Business Agenda**

- a. Approval of the 2023 Board Officers
- b. Approval of the 2023 Voting Delegates
- c. Authorize the GM to sign the Agreement with Dept. of Ecology for Pole Yard Cleanup Funding
- d. Approve WPAG 2023 Scope of Services & Budget
- e. Authorize GM to sign Contract of Reimbursement with HCC for Pole Replacements for Brinnon Broadband Project
- f. Authorize GM to solicit contractor bids for Pole Replacements for Brinnon Broadband Project
- g. Authorize GM to submit the grant application to the State Broadband Office for \$2 million for the Brinnon Pole Replacement Project
- h. November Financials
- i. Approval of Resolution No. 2067 – Sole Source for Underground Cable (2023)
- j. Approval of Resolution No. 2068 – Sole Source for Itron Meters (2023)
- k. Approval of Resolution No. 2069 – Declaring Surplus Property (2023)

**4) Staff Reports**

- a. General Manager
- b. District Treasurer
- c. Water Resource Manager
- d. Legal Counsel

**5) Correspondence**

**6) Board Comments**

**7) Other Business/Public Comment**

**8) Executive Session** may be held as authorized by the Open Public Meetings Act (RCW 42.30.110)

**9) Adjournment**

**2023 Calendar**

January 11-13	WPUDA	Olympia (Marriott)
January 26	WPAG	Virtual
February 15-17	WPUDA	Olympia
February 16	WPUDA Day on the Hill	Capital Campus, Olympia
February 23	WPAG	Beijing Rm, SeaTac Airport
Feb 27-March 1	WPUDA/APPA Leg Rally	Washington DC
March 15-17	WPUDA	Zoom Meeting
March 30	WPAG	Virtual
March 30	WPUDA	Location TBA
April 12-14	WPUDA	Olympia
April 27	WPAG	Virtual
April-May (TBA)	WPUDA	Location TBA
May 3-5	PNW-AWWA Conference	Kennewick
May 11-12	Manager's Committee	Spokane (Davenport Historic)
May 10-11	Telecom Workshop	Spokane (Davenport Historic)
May 14-17	NWPPA Annual Conf.	Anchorage Alaska
May 25	WPAG	Beijing Rm, SeaTac Airport
June 11-14	AWWA National Conf.	Toronto, Canada
June 16-21	APPA National Conf.	Seattle
June TBA	Strategic Plan Comm.	WPUDA, Olympia
June 29	Water Committee	Olympia
June 29	WPAG	Virtual
July 12-14	WPUDA	Location TBA
July 20	WPAG	Virtual
August 31	WPAG	Beijing Rm, SeaTac Airport
Sept. 13-15	WPUDA	Location TBA
Sept. 27-29	Water Workshop	Leavenworth (Enzian Inn)
Sept. 28	WPAG	Virtual
October TBA	Admin/Finance/HR	Location TBA
October TBA	Energy NW PP Forum	Tri-Cities area
October 26	WPAG	London Rm, SeaTac Airport
November 15-17	WPUDA	Location TBA
November	PPC Annual Mtg.	Portland, OR
Nov/Dec (TBA)	WPAG	Virtual
Nov. 29-Dec 1	WPUDA Annual Conf.	Location TBA



## Mason County Public Utility District No. 1

Board of Commissioners Regular Board Meeting and Public Hearing  
December 13, 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:

Paul Strapac  
Tracy Battson  
Matt Baide (via zoom)

### Public Hearing – 2023-2025 Water Rates

**CALL TO ORDER:** Mike Sheetz called the Public Hearing for the 2023-2025 Water Rates to order at 1:00 p.m. Mr. Strapac made comments on his own study regarding the Alderbrook Water System water usage and customer counts. Mike closed the Public Hearing at 1:26 p.m. and called to order the Regular Board meeting.

**PUBLIC COMMENT:** None.

### APPROVAL OF CONSENT AGENDA:

**Minutes:** November 8, 2022 Regular Board Meeting  
November 28, 2022 Special Board Meeting

<b>Disbursements:</b>	<u>Accounts Payable Check Register</u>	
	Accounts Payable Wire	\$ 173,853.08
	Check Nos. 122480-122521	\$ 153,376.44
	Check Nos. 122524-122553	\$ 249,928.64
	Check Nos. 122556-122612	\$ 167,800.92
	<b>A/P Sub Total</b>	<b>\$ 744,959.08</b>
	<u>Payroll Expense</u>	
	Payroll Wire	\$ 182,830.43
	Payroll Check No. 122522-122523	\$ 3,542.18
	Payroll Check No. 122554-122555	\$ 5,854.70
	<b>Grand Total</b>	<b>\$ 937,186.39</b>

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



## Mason County Public Utility District No. 1

Board of Commissioners Regular Board Meeting and Public Hearing  
December 13, 2022, Potlatch, Washington

### **BUSINESS AGENDA:**

**Approve Resolution No. 2066 – Water Rate Schedule** – Jack made a motion to approve Resolution No. 2066 – Water Rate Schedule, Ron seconded the motion. Motion carried.

**Approve 2023 Strategic Work Plan** – Jack made a motion to Approve the 2023 Strategic Work Plan, Ron seconded the motion. Motion carried.

**Authorize Proposed Application of BPA's RDC Settlement** – Jack made a motion to Authorize the Proposed Application of BPA's RDC Settlement as presented, Ron seconded the motion. Motion carried.

**Resolution No. 2063 – Approve NIMS for Incident Management** – Jack made a motion to approve Resolution No. 2063- Approve NIMS for Incident Management, Ron seconded the motion. Motion carried.

**Resolution No. 2064 – 2023 Salary Adjustment for Non-Represented Staff** – Jack made a motion to approve Resolution No. 2064 – 2023 Salary Adjustment for Non-Represented Staff, Ron seconded the motion. Motion carried.

**Resolution No. 2065 – 2023 Salary Adjustment for General Manager** – Jack made a motion to approve Resolution No. 2065 – 2023 Salary Adjustment for General Manager, Ron seconded the motion. Motion carried.

**Approve the Purchase & Sale Agreement for Bay East Property** – Jack made a motion to approve the Purchase & Sale Agreement for the Bay East Property in the amount of \$65,000.00. Ron seconded the motion. Motion carried.

**October 2022 Financials** – Katie reported that the gross revenue for the month of October 2022 was \$949,823 and gross expenditures were \$809,418 for the same month. She also reported that as of October 31, 2022 the PUD has \$685,253.74 in grant reimbursements outstanding for ongoing projects. Katie also reported that the 2020-2021 audit should be complete by the end of the week and then she'll be able to schedule the exit conference. With the holidays approaching, it may not happen until the beginning of January, but she'll keep the board informed.

<b>Financial Metrics as Compared with Prior Year:</b>	<b>October 2022</b>	<b>October 2021</b>
Total General Cash and Investments	\$1,228,084	\$1,001,482
Current Ratio (Current Assets/Current Liabilities)	2.17 to 1	2.42 to 1
Debt Service Coverage (O&M/ Debt Service)	3.19	2.38
Long-Term Debt to Net Plant	34%	38%
Total Debt to Equity Ratio (Total Liabilities/Total Equity)	45%	52%





## Mason County Public Utility District No. 1

Board of Commissioners Regular Board Meeting and Public Hearing  
December 13, 2022, Potlatch, Washington

Long Term Debt to Equity Ratio (Long Term Debt / Total Equity)	40%	47%
Times Interest Earned Ratio (Earnings before Interest & Taxes/Total Interest)	4.77	4.01
Cash on Hand (Total Available Cash/Average Daily Costs)	50 Days (General) 176 Days (All Funds)	45 Days (General) 180 Days (All Funds)

### Staff Reports -

**General Manager** – Kristin reported that she is planning a staff meeting this month to discuss risk management for grid vandalism. She also reported that she met with incoming state representative Travis Couture regarding a capital budget request of \$1.5 million to cover the PUD's shortfall in the ARPA and SRF funding for a few water systems. She also reported that she would be participating in an APPA planning committee meeting on Monday, December 19th in Seattle, where APPA is having its annual conference in 2023.

**Director of Business Services** – No additional report.

**Water Resource Manager** – Brandy gave a Canal Mutual update on the road easement. Rob is checking with the estate of the original owner to find out who the current owner is, so that we can proceed with the purchase and sale.

**Correspondence** – None.

### Board Reports –

**Mike** – None.

**Jack** – None.

**Ron** – None.

**PUBLIC COMMENT** – None.

**EXECUTIVE SESSION** – None.

**Adjournment: 2:04 p.m.**

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Mike Sheetz, President

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Jack Janda, Vice President

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Ron Gold, Secretary

MASON COUNTY PUD NO 1

## Accounts Payable

## Check Register

12/12/2022 To 01/06/2023

Bank Account: 4 - COLUMBIA BANK - DISTRICT

Check/ Date	Pmt	Vendor	Vendor Name	Reference	Amount
Tran	Type				
763 12/16/2022	WIRE	IRS	WEST COAST BANK	FEDERAL TAX LIABILITY	27,587.75
764 12/16/2022	WIRE	WASH 1	WA DEPT OF RETIREMENT SYS	STATE RETIREMENT - PLAN 2	21,575.27
765 12/16/2022	WIRE	WASH 7	WA STATE TREAS-MS: PO-11	DEFERRED COMPENSATION	8,208.75
766 12/16/2022	WIRE	HRA	HRA VEBBA TRUST CONTRIBUTI	VEBA MEDICAL SAVINGS	3,164.99
768 12/22/2022	WIRE	BPA	COLUMBIA BANK	POWER USAGE	332,353.00
769 12/22/2022	WIRE	WASH 3	WA DEPT OF REVENUE	MONTHLY EXCISE TAX	37,690.08
771 01/03/2023	WIRE	IRS	WEST COAST BANK	FEDERAL TAX LIABILITY	32,398.69
772 01/03/2023	WIRE	WASH 1	WA DEPT OF RETIREMENT SYS	STATE RETIREMENT - PLAN 2	22,968.90
773 01/03/2023	WIRE	WASH 7	WA STATE TREAS-MS: PO-11	DEFERRED COMPENSATION	9,592.75
774 01/03/2023	WIRE	HRA	HRA VEBBA TRUST CONTRIBUTI	VEBA MEDICAL SAVINGS	3,327.47
775 01/03/2023	WIRE	USDA/RURAL DEV	USDA/RURAL DEVELOPMENT	QUARTERLY RUS LOAN PAYMENT	50,435.08
2839 12/21/2022	DD	CAPIT2	CAPITAL INDUSTRIAL, INC.	CREDIT-HR FLAT STEEL	0.00
122613 12/12/2022	CHK	MASON7	MASON COUNTY AUDITOR	RECORD EASEMENT	204.50
122614 12/13/2022	CHK	MASON7	MASON COUNTY AUDITOR	GENERAL ELECTION & 2021 ANNUAL COST	1,323.46
122615 12/13/2022	CHK	PUDEMP	PUD #1 EMPLOYEE FUND	CHRISTMAS PARTY	500.00
122616 12/13/2022	CHK	43	MATTHEW ROLOW	REIMBURSEMENT FOR MOVING EXPENSES	1,000.00
122617 12/13/2022	CHK	SPEC	SPECIALTY ENGINEERING, INC.	VOLTAGE REGULATOR SCHOOL-VALLEY & ROSE	3,250.00
122618 12/14/2022	CHK	180	ENGINEERING 180 ENGINEERING, PLLC	JEREMIAH 15.5 HRS	8,100.00
122619 12/14/2022	CHK	GDS ASSOCIATES	GDS ASSOCIATES, INC	MONTHLY WPAG EXPENSES	284.96
122620 12/14/2022	CHK	HOODCA	HOOD CANAL COMMUNICATIONS	COLONY SURF EASEMENT DIRECTIONS-RETAINAG	1,249.00
122621 12/14/2022	CHK	KEMP	KEMP WEST	POWER LINE CLEARANCE	59,631.50
122622 12/14/2022	CHK	LILLWAUP FALLS	LILLWAUP FALLS GENERATING COMPAN	NOVEMBER POWER USAGE	10,590.05
122623 12/14/2022	CHK	NISC	NISC	POSTAGE, ACH E-CHECKS, REMITPLUS, & EFT	4,515.32
122624 12/14/2022	CHK	2	LILLIAN COPENAGLE	ADJUSTMENT FOR PARTS NOT USED OR CHANGED	133.17
122625 12/14/2022	CHK	2	LILLIAN COPENAGLE	MR Refund	133.17
122626 12/14/2022	CHK	2	RICHARD T COWAN	OVERCHARGED FOR NEW TRANSFORMER & CONNEC	600.00
122627 12/14/2022	CHK	2	TANYA M SLYTER	NORTHWEST ENERGY EFFICIENT HOME-REBATE	1,200.00
122629 12/16/2022	CHK	IBEW	IBEW LOCAL UNION #77	UNION DUES	962.07
122630 12/16/2022	CHK	PUDEMP	PUD #1 EMPLOYEE FUND	EMPLOYEE FUND	250.00
122631 12/20/2022	CHK	MUNCHR	MUNCH, ROY	MONTHLY REIMBURSEMENT	740.77
122632 12/21/2022	CHK	AEGIS LAND TITL	AEGIS LAND TITLE	TITLE REPORT-ARNOLD'S WAY HOODSPORT	603.84
122633 12/21/2022	CHK	AIR FLO HEATING	AIR FLO HEATING COMPANY	REBATE-DUCTLESS HEATPUMP RILLA WOOD	1,300.00
122634 12/21/2022	CHK	ALTEC	ALTEC INDUSTRIES INC	VEHICLE #65-HOSE ASSEMBLY	329.66
122635 12/21/2022	CHK	ANIXTER	ANIXTER INC	ELECTRIC NON INVENTORY PARTS	743.70
122636 12/21/2022	CHK	BRUCE TITUS FOR	BRUCE TITUS FOR BRUCE TITUS FORD	SHOP	374.98
122637 12/21/2022	CHK	BUILDERS	BUILDERS FIRSTSOURCE, INC	UNION WATER-PRV RESTORATION	3,344.80
122638 12/21/2022	CHK	CENTUR	CENTURYLINK	TELEPHONE CHARGES ACCT#206-Z05-0016 020	1,448.64
122639 12/21/2022	CHK	CENTURYLINK	CENTURYLINK	LONG DISTANCE & OUTBOARD CHARGES(21)LINE	170.32
122640 12/21/2022	CHK	CRUMP	RICHARD CRUMP	DOT EXAM FEE	150.00
122641 12/21/2022	CHK	FARWEST	FARWEST LINE SPECIALTIES	TOOLS FOR ELECTRIC CREW	821.03
122642 12/21/2022	CHK	GORDON TRUCK	FREIGHTLINER NORTHWEST OLYMPIA	VEHICLE #78-HEAD REPLACEMENT	972.64



122643	12/21/2022	CHK	GENPAC	GENERAL PACIFIC INC	(2)RAIN GEAR	3,687.38
122644	12/21/2022	CHK	GRAY	GRAY & OSBORNE, INC	SHADOWOOD WATER SYSTEM IMPROVEMENT	44,581.89
122645	12/21/2022	CHK	HARB 1	HARBOR SAW & SUPPLY INC.	CHAIN SAW BARS	156.67
122646	12/21/2022	CHK	HD FOWL	HD FOWLER COMPANY	LAKEWOOD HEIGHTS WATER-BOOSTER STATION	113.92
122647	12/21/2022	CHK	HOODCA	HOOD CANAL COMMUNICATIONS	MAIN STREET WATER BORE CONSTRUCTION	10,070.55
122648	12/21/2022	CHK	HOOD CANAL	HOOD CANAL MARKET FRESH	RATCHETS & EXTENSION CORDS	154.02
122649	12/21/2022	CHK	J&I	J & I POWER EQUIPMENT INC	VEHICLE #78-SERVICE CHAIN SAWS	137.41
122650	12/21/2022	CHK	JANDAJ	JANDA, JACK	NOVEMBER-TRAVEL EXPENSE	1,042.06
122651	12/21/2022	CHK	L.G.	L. G. ISAACSON CO. INC.	MARKING PAINT	300.72
122652	12/21/2022	CHK	NISC	NISC	NOVEMBER 2022 RECURRING INVOICE	12,376.08
122653	12/21/2022	CHK	OGG, GARET	GARET OGG	WA DOT PHYSICAL EXAM	150.00
122654	12/21/2022	CHK	PARSON	PARSONS DIESEL & STEAM	SERVICE VARIOUS TRUCKS	6,550.69
122655	12/21/2022	CHK	28	PETRO CARD	BULK OIL	1,585.82
122656	12/21/2022	CHK	PLATT ELECTRIC	PLATT	DIGITAL ELECTRIC MULTIMETER-MATT	506.68
122657	12/21/2022	CHK	PNWS	PNWS/AWWA	2023 WASHINGTON WATER ANNUAL DUES	250.00
122658	12/21/2022	CHK	SCOTT MCLENDON	SCOTT MCLENDON'S HARDWARE #2	(2)HEATERS, EXTENSION CORD, & BRUSH	113.88
122659	12/21/2022	CHK	SHEETZ, MIKE	MIKE SHEETZ	NOVEMBER TRAVEL EXPENSES	432.13
122660	12/21/2022	CHK	SPEC	SPECIALTY ENGINEERING, INC.	EATON COOPER POWER SYSTEM CABLES	7,503.94
122661	12/21/2022	CHK	STATE	STATE AUDITOR'S OFFICE	ACCOUNTABILITY & FINANCIAL AUDIT	22,498.20
122662	12/21/2022	CHK	TOZIER	TOZIER BROS. INC	WATER NON INVENTORY PARTS	90.45
122663	12/21/2022	CHK	TRIPLE C FAB	TRIPLE C FABRICATORS	VEH#73-LABOR TO BUILD 2 LIGHT BRACKETS	150.00
122664	12/21/2022	CHK	USA	USA BLUEBOOK	WATER NON INVENTORY PARTS	235.66
122665	12/21/2022	CHK	WATER	WATER MGMT LABS	VOLATILE ORGANIC COMPOUNDS	1,575.00
122666	12/21/2022	CHK	NAPA AUTO PART	WESTBAY NAPA AUTO PARTS	SHOP SUPPLIES	58.51
122667	12/21/2022	CHK	2	DAVID CIHAK	DUCTLESS HEATPUMP REBATE	800.00
122668	12/21/2022	CHK	2	HIROKO ROE	DUCTLESS HEATPUMP REBATE	800.00
122669	12/21/2022	CHK	GRAYS	GRAYS HARBOR COUNTY PUD	2022 SNOW STORM	42,656.85
122670	12/21/2022	CHK	2	CITY OF MCCLEARY	2022 SNOW STORM	15,292.26
122671	12/22/2022	CHK	2M COMPANY	2M COMPANY INC	TOTTEN ESTATES WATER-PARTS	122.65
122672	12/22/2022	CHK	37	JORDAN ADAMS	CLOTHING ALLOWANCE	200.00
122673	12/22/2022	CHK	CASCAI	CASCADE COLUMBIA DIST.CO.	SODIUM HYPOCHLORITE & MULTICHLORINE	1,093.39
122674	12/22/2022	CHK	DAY	DAY WIRELESS SYSTEMS	RECURRING CHARGES-TWO WAY RADIO 26 UNITS	525.18
122675	12/22/2022	CHK	FERRIER	JANIECE FERRIER	MONTHLY REIMBURSEMENT-#0911011922	1,351.21
122676	12/22/2022	CHK	KESTER	KESTER, GREGORY C.	MONTHLY REIMBURSEMENT	1,388.69
122677	12/22/2022	CHK	MASTELLER	KRISTIN MASTELLER	APPA PLANNING COMMITTEE MEETING-SEATTLE	203.75
122678	12/22/2022	CHK	SMS CLEANING	SMS CLEANING, INC	CLEANING SERVICE	1,425.60
122679	12/22/2022	CHK	VERIZO	VERIZON WIRELESS	ISLAND LAKE MANOR,BEL AIRE, & SHADOWOOD	75.06
122680	12/22/2022	CHK	NAPA AUTO PART	WESTBAY NAPA AUTO PARTS	CREDIT-AIR FILTER	27.64
122681	12/22/2022	CHK	2	CHRISTEL MORITZ	PAYMENT SENT TO WRONG UTILITY-A/B PUD#3	50.00
122682	12/31/2022	CHK	WASH 8	WASHINGTON STATE	DECEMBER 2022- HEALTH & LTD INS	44,215.52
122683	12/29/2022	CHK	180 ENGINEERING	180 ENGINEERING, PLLC	DUCKABUSH LINE RELOCATION	4,387.50
122684	12/29/2022	CHK	2M COMPANY	2M COMPANY INC	WATER NON INVENTORY PARTS	1,862.92
122685	12/29/2022	CHK	ASPECT CONSULT	ASPECT CONSULTING LLC	UNION GROUND WATER MODELING WORK PLAN	8,418.00
122686	12/29/2022	CHK	BRUCE TITUS FOR	BRUCE TITUS FOR BRUCE TITUS FORD	VEHICLE #44-TERMINAL	36.09
122687	12/29/2022	CHK	BUILDERS	BUILDERS FIRSTSOURCE, INC	SHADOWOOD WATER-WELLHOUSE HEATER	34.81
122688	12/29/2022	CHK	CAPIT2	CAPITAL INDUSTRIAL, INC.	CREDIT-HR FLAT STEEL	1,385.37
122689	12/29/2022	CHK	DON SMALL &	DON SMALL & SONS OIL DIST	GAS & DIESEL	2,525.14
122690	12/29/2022	CHK	J&I	J & I POWER EQUIPMENT INC	VEH.#71-REPLACED BAR TIP & SERVICE BAR	326.30
122691	12/29/2022	CHK	KEMP	KEMP WEST	POWER LINE TREE TRIMMING	29,830.00
122692	12/29/2022	CHK	L.G.	L. G. ISAACSON CO. INC.	WATER NON INVENTORY PARTS	222.64
122693	12/29/2022	CHK	MTN2COAST	MTN2COAST, LLC	MCREAVY RD BOUNDARY EASEMENT	7,705.00
122694	12/29/2022	CHK	PITNEY BOWES	PITNEY BOWES GLOBAL FINANCIAL SERV QTRLY MAILING MACHINE & SCALE-LEASE FEES		413.52



122695	12/29/2022	CHK	POWER ENGINEERPOWER ENGINEERS	MANZANITA SUBSTATION ENGINEERING & TEST	358.30
122696	12/29/2022	CHK	PUDCAS PUD # 1 PETTY CASH	REIMBURSE PETTY CASH DRAWER	190.25
122697	12/29/2022	CHK	SCOTT MCLENDONSCOTT MCLENDON'S HARDWARE #2	WATER NON INVENTORY PARTS	224.49
122698	12/29/2022	CHK	TOZIER TOZIER BROS, INC	(4)CERAMIC HEATERS FOR WELLHOUSE'S	214.83
122699	12/29/2022	CHK	VERIZO VERIZON WIRELESS	MONTHLY TABLETS & (3)CELLULAR CHARGES	1,316.12
122700	12/29/2022	CHK	NAPA AUTO PART WESTBAY NAPA AUTO PARTS	SHOP SUPPLIES	525.83
122701	12/29/2022	CHK	WHITEWOLF ENGIWHITEWOLF ENGINEERING SERVICES	ENGINEERING SUPPORT ADMIN & MENTORING	1,012.50
122702	12/29/2022	CHK	2 TODD KEMHUS	DUCTLESS HEATPUMP REBATE	800.00
122703	12/29/2022	CHK	2 VICKIE ROBERTS	HEATPUMP REBATE	1,400.00
122704	12/29/2022	CHK	2 SHARON SUND	HEATPUMP REBATE	500.00
122705	01/03/2023	CHK	IBEW IBEW LOCAL UNION #77	UNION DUES	962.13
122706	01/03/2023	CHK	PUDEMP PUD #1 EMPLOYEE FUND	EMPLOYEE FUND	250.00
122707	01/05/2023	CHK	2M COMPANY 2M COMPANY INC	UNION WATER-WELL PUMP REPLACEMENT PARTS	22,430.59
122708	01/05/2023	CHK	AFLAC AFLAC	SUPPLEMENTAL INSURANCE	145.04
122709	01/05/2023	CHK	ANIXTER ANIXTER INC	ELECTRIC NON INVENTORY PARTS	2,318.53
122710	01/05/2023	CHK	BUILDERS BUILDERS FIRSTSOURCE, INC	MADRONA PART-PUMPHOUSE PARTS	52.20
122711	01/05/2023	CHK	COLONI COLONIAL LIFE INSURANCE	SUPPLEMENTAL INSURANCE	712.71
122712	01/05/2023	CHK	CRC COOPERATIVE RESPONSE CENTER, INC	AFTER HOURS ANSWERING SERVICE	2,187.00
122713	01/05/2023	CHK	D&L AUTOMOTVID&L AUTOMOTIVE	VEHICLE #44-AC SYSTEM	755.72
122714	01/05/2023	CHK	DON SMALL & SOIDON SMALL & SONS OIL DIST	GAS & DIESEL	5,462.71
122715	01/05/2023	CHK	GDS ASSOCIATES GDS ASSOCIATES, INC	MONTHLY WPAG EXPENSES	347.78
122716	01/05/2023	CHK	GE SOFTWARE GE SOFTWARE INC DBA EKOS	MONTHLY EKOS FUEL SITE MODULE	160.00
122717	01/05/2023	CHK	GENPAC GENERAL PACIFIC INC	ELECTRIC NON INVENTORY PARTS	2,755.79
122718	01/05/2023	CHK	GOLDSTREET GOLDSTREET DESIGN AGENCY, INC.	WEBSITE HOSTING	50.00
122719	01/05/2023	CHK	HACH HACH COMPANY	CHLORINE MONITORS & TESTERS	1,198.57
122720	01/05/2023	CHK	HARB 1 HARBOR SAW & SUPPLY INC.	CHAINSAW PARTS	113.88
122721	01/05/2023	CHK	HENDEN ELECTRIHENDEN ELECTRIC, INC	RETAINAGE-2022 GENERATOR INSTALLATION	4,764.48
122722	01/05/2023	CHK	ITRON ITRON, INC.	ANNUAL SOFTWARE MAINTENANCE-IMA DRIVEBY	124.78
122723	01/05/2023	CHK	LEMAY MOBILE LEMAY MOBILE SHREDDING	SHRED (2)CART	60.05
122724	01/05/2023	CHK	MASON7 MASON COUNTY AUDITOR	FILING (3)ELECTRIC EASEMENTS	613.50
122725	01/05/2023	CHK	MASON CO GARB,MASON COUNTY GARBAGE	MONTHLY GARBAGE CHARGES	1,300.16
122726	01/05/2023	CHK	SHEL 2 MASON COUNTY JOURNAL	ADVERTISING	747.00
122727	01/05/2023	CHK	MILLI MILLMAN, INC.	COMPETITIVE ASSESSMENT	2,242.50
122728	01/05/2023	CHK	NWSS NORTHWEST SAFETY SERVICE LLC	SAFETY SERVICE-DECEMBER 14, 2022	1,136.25
122729	01/05/2023	CHK	NWPPA NWPPA	2023 MEMBERSHIP DUES	5,449.11
122730	01/05/2023	CHK	PACIFI PACIFIC UNDERWRITERS CORP	SUPPLEMENTAL INSURANCE-JULIE	15.92
122731	01/05/2023	CHK	PARSON PARSONS DIESEL & STEAM	SERVICE VARIOUS VEHICLES	1,778.04
122732	01/05/2023	CHK	PEAK PROPANE PEAK PROPANE	UNION WATER-WELL #2 (112)GAL. PROPANE	315.83
122733	01/05/2023	CHK	PUBPOW PUBLIC POWER COUNCIL	2023 ANNUAL DUES ASSESSMENT	5,203.00
122734	01/05/2023	CHK	PUD#3 PUD #3 OF MASON COUNTY	ELECTRIC NON INVENTORY PARTS-SPLICES	784.40
122735	01/05/2023	CHK	RICOH USA RICOH USA, INC.	RENT ON TWO MACHINES & ADDITIONAL IMAGES	514.29
122736	01/05/2023	CHK	SCOTT MCLENDONSCOTT MCLENDON'S HARDWARE #2	ISLAND HIDEAWAY WATER-HEATER	41.22
122737	01/05/2023	CHK	THE BROOKFIELD THE BROOKFIELD GROUP	VOIVEMAIL ASSISTANCE	78.66
122738	01/05/2023	CHK	USDA USDA FOREST SERVICE	ANNUAL LAND USE FEE-POWERLINE	1,150.47
122739	01/05/2023	CHK	UTILLI UTILITIES UNDERGROUND LOCATION CEN	MONTHLY UNDERGROUND LOCATES	52.36
122740	01/05/2023	CHK	VN VERMEER NORTHWEST	LATE CHARGE	542.25
122741	01/05/2023	CHK	34 WASHINGTON ALARM, INC	MONTHLY BILLING-SECURITY SYSTEM OFFICE	164.28
122742	01/05/2023	CHK	WPUDA WASHINGTON PUD ASSOC.	WPUDA POWER LUNCH-KRISTIN	20.00
122743	01/05/2023	CHK	NAPA AUTO PART WESTBAY NAPA AUTO PARTS	SHOP SUPPLIES	225.88
122744	01/05/2023	CHK	2 ARNETT INDUSTRIES LLC	VEHICLE #78-REPAIR & TEST VOLTAGE DETECT	244.59
122745	01/05/2023	CHK	2 SHELTON PHARMACY	FLU SHOT-RON GOLD	97.00
122746	01/06/2023	CHK	CITI CARDS CITI CARDS	MO.CITI CARD CHARGES ENDING IN ACCT#4326	10,464.52

122747	01/06/2023	CHK	JOHN 3	ROBERT W. JOHNSON	DECEMBER RETAINER FEE	3,599.54
122748	01/06/2023	CHK	2	MARY KATHRYN SEEBERGER	POWER BILL SENT WRONG UTILITY- S/B PUD#3	205.34
122749	01/06/2023	CHK	US BANK-CCC	US BANK	MONTHLY CREDIT CARD-4484 7345 5001 2554	36,393.41
Total Payments for Bank Account - 4 :						(148)
Total Voids for Bank Account - 4 :						(1)
Grand Total for Payments :						(148)
Grand Total for Voids :						(1)
Grand Total :						(149)

**PARAMETERS ENTERED:**

Check Date: 12/12/2022 To 01/06/2023

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

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Payroll/Labor  
Check Register

Pay Date: 12/16/2022 To 12/16/2022

Empl Name	Pay Date	Dir Dep/Check	Net Pay Type
150 GARET A OGG	12/16/2022	122628	627.30 CHK

PARAMETERS ENTERED:

Pay Date: 12/16/2022 To 12/16/2022

Check/Direct Deposit: All

Employee: 135, 150

Journal: 0

Division: All

Format: Summary By Check

Sort By: Check/Direct Deposit



# GENERAL LEDGER

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## TRANSACTION DETAIL

DEC 2022 To JAN 2023

Date	Journal Description	Actv	BU Project	Mod	Jrnl Reference	Code	Beginning Balance:
Account: 0 131.2 CASH-GENERAL FUND (DISTRICT)							
12/16/22	71368 Check Print	0		PL	2 PAYROLL		85,731.28
01/03/23	71714 Check Print	0		PL	2 PAYROLL		93,137.88
							178,869.16

### PARAMETERS ENTERED:

Division: All  
 Accounts: 0 131.2  
 Department: All  
 Activity: All  
 Sort By: Div/Acct  
 Date Selection: Period  
 Period: DEC 2022 To JAN 2023  
 Module: PL  
 Journal Activity: All  
 Accounts With No Transactions: Yes  
 Extended Reference: No  
 Interface Detail: No  
 Group by Department: Yes  
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# BLANKET ACCOUNTS PAYABLE/PAYROLL DOCUMENT

GOVERNMENTAL UNIT:     **MASON COUNTY PUD #1**

GENERAL MANAGER, CERTIFIES (IF BOARD APPROVES VIA MEETING MINUTES):

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED, THE LABOR PERFORMED AS DESCRIBED, OR THAT ANY ADVANCE PAYMENT IS DUE AND PAYABLE PURSUANT TO A CONTRACT OR IS AVAILABE AS AN OPTION FOR FULL OR PARTIAL FULLFILLMENT OF A CONTRACTUAL OBLIGATION, AND THAT THE CLAIM IS JUST, DUE AND UNPAID OBLIGATION AGAINST MASON COUNTY PUD#1 AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY SAID CLAIM:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

BOARD OF COMMISSIONERS APPROVAL:

WE THE UNDERSIGNED BOARD OF COMMISSIONERS OF THE ABOVE-NAMED GOVERNMENTAL UNIT DO HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREIN AFTER SPECIFIED HAVE BEEN RECEIVED AND THAT THE FOLLOWING INVOICES ARE APPROVED FOR PAYMENT.

BOARD OF COMMISSIONERS:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_



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GENERAL LEDGER  
TRANSACTION DETAIL

Page: 1

DEC 2022 To JAN 2023

Date	Journal Description	Actv BU Project	Mod	Jrnl Reference Code	
Account: 0 131.2 CASH-GENERAL FUND (DISTRICT)			Department:	0	Beginning Balance:
12/16/22	71368 Check Print	0	PL	2 PAYROLL	85,731.28
01/03/23	71714 Check Print	0	PL	2 PAYROLL	93,137.88
					178,869.16

## PARAMETERS ENTERED:

Division: All

Accounts: 0 131.2

Department: All

Activity: All

Sort By: Div/Acct

Date Selection: Period

Period: DEC 2022 To JAN 2023

Module: PL

Journal Activity: All

Accounts With No Transactions: Yes

Extended Reference: No

Interface Detail: No

Group by Department: Yes

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Page 1

## Payroll/Labor

## Check Register

Pay Date: 12/16/2022 To 12/16/2022

Empl Name	Pay Date	Dir Dep/Check	Net Pay	Type
150 GARET A OGG	12/16/2022	122628	627.30	CHK

## PARAMETERS ENTERED:

**Pay Date:** 12/16/2022 To 12/16/2022  
**Check/Direct Deposit:** All  
**Employee:** 135, 150  
**Journal:** 0  
  
**Division:** All  
**Format:** Summary By Check  
**Sort By:** Check/Direct Deposit

2023 Association Committee Delegates

<b>WPUA COMMITTEES</b>	<b>PRIMARY</b>	<b>ALTERNATE</b>	<b>2ND ALTERNATE (optional)</b>
Board of Directors	Mike Sheetz	Jack Janda	Ron Gold
Managers	Kristin Masteller	Katie Arnold	
Government Relations	Mike Sheetz	Kristin Masteller	Ron Gold
Communications	Kristin Masteller	Jack Janda	Mike Sheetz
Energy	Mike Sheetz	Jack Janda	Ron Gold
Telecom	Kristin Masteller	Mike Sheetz	Ron Gold
Water	Mike Sheetz	Brandy Milroy	Ron Gold
<b>WPAG</b>	Ron Gold	Mike Sheetz	Jack Janda

<b>PPC</b>	Ron Gold	Mike Sheetz	Jack Janda
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<b>APPA</b>	Ron Gold	Kristin Masteller	Jack Janda
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<b>ENW</b>	Jack Janda	Ron Gold	Kristin Masteller
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<b>NWPPA</b>	Kristin Masteller	Mike Sheetz
	Kristin Masteller, Gov't Relations	Mike Sheetz

<b>SKOKOMISH WATERSHED ACTION TEAM (SWAT) and WRIA</b>	Ron Gold	James Reyes	Brandy Milroy
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<b>Hood Canal Coordinating Council</b>	Ron Gold	James Reyes	Brandy Milroy
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## **INTERAGENCY AGREEMENT (IAA)**

### **BETWEEN**

**THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY**

### **AND**

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

**THIS INTERAGENCY AGREEMENT** (“Agreement” or “IAA”) is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “**ECOLOGY**,” and the Mason County Public Utility District No. 1 hereinafter referred to as the “**MCPUD1**” and “**CONTRACTOR**,” pursuant to the authority granted by Chapter [39.34](#) of the Revised Code Washington, Interlocal Cooperation Act.

**THE PURPOSE OF THIS AGREEMENT** is for MCPUD1 to conduct an area background study and a supplemental investigation of the Mason Pole Yard (Site) to inform an addendum to the previously written feasibility study and drafting a Disproportional Cost Analysis (DCA) to be added to the previously written Cleanup Action Plan.

**WHEREAS**, ECOLOGY has legal authority under RCW 70A.305 and MCPUD1 has legal authority under RCW 54.16 that allows each party to undertake the actions in this agreement.

### **THEREFORE, IT IS MUTUALLY AGREED THAT:**

#### **1. SCOPE OF WORK**

**MCPUD1** shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, *Statement of Work, Deliverables and Budget*, attached hereto and incorporated herein.

#### **2. PERIOD OF PERFORMANCE**

The period of performance of this IAA will commence on the signature date of ECOLOGY, and be completed by **06/30/2023**, unless the Agreement is terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

### 3. COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables.

State funds will be utilized for this agreement.

The parties have determined that the cost of accomplishing the work identified herein will not exceed \$102,500.00 dollars, including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, *Statement of Work and Budget*. ECOLOGY will not make payment until it has reviewed and accepted the work.

ECOLOGY may, at its sole discretion, terminate or suspend this Contract, or withhold payments claimed by the CONTRACTOR for services rendered, if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

### 4. BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A. Invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Attach supporting documentation to the invoice.

Send invoices to:

State of Washington  
Department of Ecology  
Toxics Cleanup Program  
Attn: Angela Harkins  
PO Box 47600  
Olympia, WA 98504-7600

Payment requests may be submitted on a monthly basis. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment, CONTRACTOR must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).

## **5. ALTERATIONS AND AMENDMENTS**

This Agreement 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.

## **6. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

## **7. ASSURANCES**

Parties to this Agreement agree that all activity pursuant to this agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

## **8. CONFORMANCE**

If any provision of this Agreement 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.

## **9. DISPUTES**

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties may mutually agree to a different dispute resolution process.

## **10. FUNDING AVAILABILITY**

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

## **11. GOVERNING LAW AND VENUE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement 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 the Superior Court for Thurston County.

## **12. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **13. ORDER OF PRECEDENCE**

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement, number C23000XX.
- d. Appendix A, *Statement of Work, Deliverables and Budget*.
- e. *Appendix B, Special Terms and Conditions*.
- f. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

## **14. RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

## **15. RESPONSIBILITIES OF THE PARTIES**

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

## **16. RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound



reproductions. Ownership includes the right to copyright, patent, and register these items, and the ability to transfer these rights.

## **17. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

## **18. SUBCONTRACTORS**

CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved there will be additional CONTRACTOR and subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Provide such information to ECOLOGY's Agreement manager.

## **19. SUSPENSION FOR CONVENIENCE**

ECOLOGY may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the CONTRACTOR a minimum of seven (7) calendar days before the suspension date. CONTRACTOR shall resume performance on the first business day following the suspension period unless another day is specified in writing by ECOLOGY prior to the expiration of the suspension period.

## **20. TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## **21. TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

## **22. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

### 23. AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

#### **The ECOLOGY Representative is:**

Name: Joe Hunt  
Address: 300 Desmond Dr. SE, Lacey, WA  
98503/PO Box 47600, Olympia, WA 98504-  
7600  
Phone: (360) 489-5347  
Email: [johu461@ecy.wa.gov](mailto:johu461@ecy.wa.gov)

#### **The MCPUD1 Representative is:**

Name: James Reyes  
Address: 21971 North Highway 101  
Shelton, WA 98584  
Phone: (360) 877-5339  
Email: [jamesr@mason-pud1.org](mailto:jamesr@mason-pud1.org)

**24. ALL WRITINGS CONTAINED HEREIN**

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

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

**State of Washington  
Department of Ecology**

**Mason County Public Utilities District No. 1**

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Barry Rogowski

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Toxics Cleanup Program Manager

\_\_\_\_\_  
Title

## **APPENDIX A**

### **STATEMENT OF WORK, DELIVERABLES AND BUDGET**

#### **Project Purpose**

Mason County Public Utility District No. 1 (MCPUD1) is in the process of cleaning up the Mason Pole Yard located on U.S. Highway 101 approximately 2.5 miles south of Hoodsport, WA. The funding from this project will enable MCPUD1 to clean up a decades-old laydown area for treated wood power poles that is adjacent to a stream and near the Hood Canal.

Under this agreement, MCPUD1 will conduct the following:

- An area background study to determine the concentrations of dioxins/furans that are consistently present in the environment in the vicinity of the Site.
  - Results will be used to determine if an adjustment to the current dioxin/furan cleanup level(s) are necessary, as outlined in the Cleanup Action Plan, based on pre-existing background concentrations present prior to the Site activities.
- A supplemental investigation to determine nature and extent of dioxins/furans in both surface and sub-surface soils.
  - The supplemental investigation results will be utilized to prepare an addendum to the Feasibility Study and Cleanup Action Plan.
- Prepare a Disproportional Cost Analysis (DCA) to be added to the Cleanup Action Plan.
- Complete two (2) quarterly groundwater sampling events.

#### **Background**

The Site is listed on the Washington State Department of Ecology Confirmed and Suspected Contaminated Site List as a Cleanup site ID 15268 and Facility/Site ID 95581. The Site is currently enrolled in Ecology's Voluntary Cleanup Program (VCP) and MCPUD1 wishes to pursue a No Further Action (NFA) determination for the Site through the VCP in accordance with the requirements of the Model Toxics Control Act cleanup regulation (MTCA).

The Site is a former laydown area for treated wood power poles where releases of semi-volatile organic compounds (SVOCs) have been detected in both soil and groundwater above the MTCA Method A cleanup levels, including:

- Pentachlorophenol (PCP),
- Polycyclic aromatic hydrocarbons (PAHs), and
- Dioxins/furans.

An initial investigation consisted of the collection of surface soil samples from areas of the Site where soil staining and odors were evident at the ground surface. Four (4) surface soil samples were collected between the ground surface and a depth of four (4) inches and submitted for laboratory analysis, confirming the presence of SVOCs in soil at concentrations above applicable soil cleanup levels.

Additional soil and groundwater samples were collected in 2021 to address the data gaps previously identified by ECOLOGY resulting from the Phase I (2016) and Phase II (2020) Environmental Site Assessments (ESAs) performed by Columbia West Engineering, Inc. Based on the results of additional investigation, a cleanup remedy was selected and consists of remedial excavation and compliance groundwater monitoring.

Contaminated soils were excavated in two phases in 2021 and portions of the Site were restored using clean imported fill material. Post-excavation work consisted of the installation and sampling of

compliance groundwater monitoring wells and collection of soil samples to evaluate the extent of residual concentrations of dioxins/furans in soil above applicable soil cleanup levels. Soil samples collected from boring location AB-2 (completed as a groundwater monitoring well) at the southwestern end of the Site showed elevated concentrations of dioxins/furans down to four (4) feet bgs. MCPUD1 began collecting quarterly groundwater samples in April 2022. Based on soil and groundwater compliance data, ECOLOGY determined that additional work is required to address the requirements of MTCA for characterization and cleanup of dioxins/furans.

### **Task 1 – Area Background Dioxins/Furans in Soils Study**

The purpose of an area background study is to determine potential pre-existing contamination, in this case of dioxins/furans in soils, that may have been caused by regional activities other than those conducted on Site. This study was recommended by ECOLOGY to evaluate area background concentrations of dioxins/furans in soils to determine if adjustment to the current soil dioxins/furans cleanup levels are appropriate due to pre-existing background concentrations. For the purposes of this agreement, this background study is being strictly conducted in an area off-Site northeast of the Site.

MCPUD1 will conduct the following to complete this task:

- Conduct off-Site (surrounding area) surface and sub-surface soil sampling and laboratory analysis as follows:
  - Identify and delineate a background study area off-Site on nearby land owned by MCPUD1
    - Locations of off-Site soil sampling locations to be discussed with and agreed upon by ECOLOGY prior to conducting off-Site sampling activities.
  - Advance up to twenty (20) shallow soil borings, using a hand auger, each to a total depth of four (4) feet below ground surface (bgs).
    - An estimate of four (4) total duplicate soil samples will be collected.
      - Duplicate samples will be collected at a frequency of 10%.
  - At each boring, collect representative soil samples from:
    - Zero-two (0-2) feet bgs, and
    - Two-four (2-4) feet bgs.
  - Submit the twenty (20) shallow soil samples (0-2 feet bgs) for laboratory analysis of dioxins/furans on a standard laboratory turnaround time.
    - The deeper samples (2-4 bgs) will be retained for potential future laboratory analysis, if necessary to meet project objectives based on feedback from ECOLOGY.
    - Conduct statistical analysis of results for all of the soil samples analyzed in accordance with WAC 173-340-709(3).
- Prepare an Area Background Dioxins/Furans in Soils Results/Recommendations Report.
- Prepare an Area Background Dioxins/Furans in Soils Study Work Plan to define area background soil concentrations of dioxins/furans in accordance with WAC 173-340-709.

### **Task 1 Deliverables**

1. MCPUD1 will prepare a draft Area Background Dioxins/Furans in Soils Work Plan for ECOLOGY review by January 15, 2023.
2. MCPUD1 will prepare a final Area Background Dioxins/Furans in Soils Work Plan, including ECOLOGY's comments on the draft version, fourteen (14) days following receipt of ECOLOGY's comments on the draft version.
3. MCPUD1 will prepare a draft Area Background Dioxins/Furans in Soils Study Results/Recommendations Report for ECOLOGY review by April 30, 2023.

4. MCPUD1 will prepare a final Area Background Dioxins/Furans in Soils Study Results/Recommendations Report, including ECOLOGY's comments on the draft version, fourteen (14) days following receipt of ECOLOGY's comments on draft version.
5. MCPUD1 will upload all analytical results to ECOLOGY's EIM database by June 30, 2023.

## **Task 2 – Supplemental Dioxins/Furans Site Investigation for Contaminated Soils**

Supplemental investigation activities on Site will be completed to define the nature and extent of dioxins/furans in both surface and sub-surface soils around previous boring location #AB-2, where concentrations have been detected above the site soil cleanup level, established in the Cleanup Action Plan (CAP), between depths of one (1) and four (4) feet bgs. MCPUD1 will conduct the following to complete this task:

- Advance up to six (6) soil borings to a total depth of six (6) feet bgs using a direct-push probe rig.
  - The borings will be located at distances of ten (10) and twenty-five (25) feet from previous boring location #AB-2 in three (3) directions, including:
    - To the southwest,
    - To the northwest, and
    - To the northeast.
    - These locations may be revised depending on access and Site conditions observed at the time of drilling.
      - Changing approximate boring locations, as outlined above, must be discussed with and approved by ECOLOGY.
- Collect up to five (5) soil discrete soil samples from each boring for potential laboratory analysis, each representing a 1-foot vertical interval.
  - An estimate of three (3) total duplicate soil samples will be collected.
    - Duplicate samples will be collected at a frequency of 10%.
- Initially submit up to twelve (12) soil samples for laboratory analysis of dioxins/furans on a phased approach, including:
  - Initially analyze soil samples collected from newly advanced borings closest to previous boring location #AB-2, and
  - Analyze the two (2) shallowest soil samples collected per newly advanced borings.
  - Then follow the approach below.
    - If receipt of analytical results from closest advanced boring and most shallow sample collection demonstrates contamination levels are below appropriate cleanup levels determined by the results of Task 1 completion, then continued analyses may be discontinued, however,
    - If receipt of analytical results from closest advanced boring and most shallow sample collection demonstrates contamination levels are above appropriate cleanup levels determined by the results of Task 1, then submission of additional soil samples from next elevation per boring and/or next farther advanced boring will be required to be submitted for laboratory analysis and so on.
    - The goal of this phased analysis approach is to only continue to submit soil samples for laboratory analysis until analysis results in samples that are below established clean up levels.

## **Task 2 Deliverables**

1. MCPUD1 will prepare a draft Mason Pole Yard Supplemental Soils Investigation Work Plan due to ECOLOGY for review by February 15, 2023.
2. MCPUD1 will prepare a final Mason Pole Yard Supplemental Soils Investigation Work Plan, including ECOLOGY's comments on the draft version, fourteen (14) days following receipt of ECOLOGY's comments on the draft version.
3. MCPUD1 will provide ECOLOGY with all phased approach laboratory analytical results upon receipt via email.
  - a. All analytical results will be included in the addendum to the Site Feasibility Study and Cleanup Action Plan outlined in Task 3.
4. MCPUD1 will upload all analytical results to ECOLOGY's EIM database by June 30, 2023.

## **Task 3 – Addendum to Feasibility Study and Cleanup Action Plan**

MCPUD1 will prepare an addendum to the Feasibility Study and Cleanup Action Plan for the purposes of evaluating and confirming and/or modifying the previously selected cleanup remedy considering the presence of dioxins/furans contaminated soils for the Site.

The addendum will present the following:

- A summary of the data collected as a result of the completion of Task 2.
- Description of the nature and extent of dioxins/furans in both surface and sub-surface soils at the Site that exceed the site soil cleanup levels, adjusted for area background as appropriate.
- A screening and evaluation of feasibility study alternatives, including a Disproportional Cost Analysis (DCA); and
- Describe the new or previously selected remedy in detail.
  - If the selected remedy includes institutional controls in the form of a deed restriction, the addendum will include a draft Environmental Covenant.

## **Task 3 Deliverables**

1. MCPUD1 will prepare a draft Addendum to Feasibility Study and Cleanup Action Plan for ECOLOGY review by May 15, 2023.
2. MCPUD1 will prepare a final draft Addendum to Feasibility Study and Cleanup Action Plan, including ECOLOGY's comments on the draft version, fourteen (14) days following receipt of ECOLOGY's comments on the draft version.

## **Task 4 – Two (2) Rounds of Quarterly Compliance Groundwater Monitoring**

MCPUD1 will conduct a two (2) quarters of compliance groundwater monitoring, in existing wells, at the Site to confirm final remedy selection and for compliance monitoring purposes. Groundwater monitoring under this task will occur in January and April of 2023. Each quarterly groundwater monitoring event will consist of the following:

- A direct reading instrument will be utilized to measure groundwater levels and other parameters as will be outlined in the Mason Pole Yard Supplemental Soils Investigation Work Plan.
- Collect up to two (2) groundwater samples from each of the seven (7) existing Site compliance monitoring wells using standard low-flow sampling techniques.
  - An estimate of one (1) duplicate groundwater sample will be collected.
    - Duplicate samples will be collected at a frequency of 10%.



- Submit all groundwater samples for laboratory analysis of the following on a standard laboratory turnaround time:
  - Carcinogenic polycyclic aromatic hydrocarbons (cPAHs),
  - Pentachlorophenol (PCP), and
  - Dioxins/furans.
- Prepare a groundwater monitoring report following the receipt of laboratory data from both January and April 2023 quarterly groundwater sampling events.
  - This report will summarize all groundwater monitoring data inclusive of compliance monitoring that began on Site in April 2022.

#### **Task 4 Deliverables**

1. Draft Groundwater Monitoring Report is due for ECOLOGY review by June 1, 2023.
2. Final Groundwater Monitoring Report, including ECOLOGY's comments on the draft version, is due to ECOLOGY by June 15, 2023.
3. MCPUD1 will upload all analytical results to ECOLOGY's EIM database by June 30, 2023.

#### **Task 5 – Cultural Resources Monitoring During Ground-Disturbing Activities Conducted for Tasks 1 and 2**

ECOLOGY has conducted a consultation with both affected area Tribes and the Washington State Department of Archaeology and Historic Preservation (DAHP) in accordance with Executive Order 21-02 (formerly 05-05). It has been deemed necessary by ECOLOGY and corroborated by DAHP, based on the completed consultation, that a professional archaeologist will provide technical assistance and conduct field monitoring and data recovery (in the event of an inadvertent discovery) in regard to the project for both Tasks 1 and 2.

If requested by MCPUD1, the professional archaeologist will provide a single tailgate training session providing an overview on what to look for while conducting ground-disturbing activities as it pertains to cultural resources for all ECOLOGY staff, MCPUD1 staff, contractors and sub-contractors both off-Site and on-Site conducting work pertaining to this agreement.

Monitoring activities include the following:

- Assurance that the applicable ECOLOGY drafted Inadvertent Discovery Plan (IDP) is followed.
- Photographs of the project area and work,
- Examination of soil during excavations,
- Coordination with MCPUD1 and ECOLOGY if a site(s) is identified during activities performed for Task 1 and/or 2.
- Provide technical assistance in responding to discoveries.
  - Notes on discoveries and any other pertinent information.
- Assist Ecology in setting up a buffer around potential discoveries and making the appropriate contacts, and
- Preparation, submittal and data entry into WISAARD of DAHP's Archeology Site Inventory form and DAHP's Archeological Site Alteration & Excavation Permit Application when necessary.

If an inadvertent discovery is made during activities conducted for Tasks 1 and/or 2, a professional archaeologist may be asked to assist MCPUD1 and ECOLOGY with discovery documentation, removal (if appropriate) and temporary custody, as needed.



### Task 5 Deliverables

1. Draft archaeological monitoring report for ECOLOGY review, including a summary of daily monitoring activities due April 30, 2023.
2. Final archaeological monitoring report, including ECOLOGY's comments on the draft version, due June 30, 2023.
3. If a discovery is made, appropriate discovery documentation will be provided to ECOLOGY for review within five (5) days of Site reconnaissance.

### BUDGET

Task	Description	Amount
1	Area Background Dioxins/Furans in Soils Study	\$31,000.00
2	Supplemental Dioxins/Furans Site Investigation for Contaminated Soils	\$22,000.00
3	Addendum to Feasibility Study and Cleanup Action Plan	\$15,500.00
4	Two (2) Rounds of Quarterly Compliance Groundwater Monitoring	\$29,500.00
5	Cultural Resources Monitoring for Ground-Disturbing Activities Conducted for Tasks 1 and 2	\$4,500.00
	<b>Total project cost</b>	<b>\$102,500.00</b>

Note: Task budgets may be moved between tasks without formal amendment.

## **APPENDIX B**

### **SPECIAL TERMS AND CONDITIONS**

#### **Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion**

- a) CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
- b) CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- c) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
- d) CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- e) CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- f) Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
- g) CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
- h) CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier CONTRACTORS or subcontractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. CONTRACTOR must run a search in [The System for Award Management](#) and print a copy of completed searches to document proof of compliance.

#### **Archaeological And Cultural Resources**

CONTRACTOR shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic archeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

CONTRACTOR must agree to hold ECOLOGY harmless in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the CONTRACTOR's negligence, including any subcontractor's negligence.

CONTRACTOR shall:

- a) Contact ECOLOGY to discuss any Cultural Resources requirements for the work/project:
- For state-funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
  - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
  - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds, as required by applicable state and federal requirements.

- b) If required by ECOLOGY, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any work/project that involves field activities. ECOLOGY will provide the IDP form.

CONTRACTOR shall:

- Keep the IDP at the project site.
  - Make the IDP readily available to anyone working at the project site.
  - Discuss the IDP with staff, volunteers and contractors working at the project site.
  - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Contract, follow the protocol outlined in the project IDP.
- Immediately stop work and notify ECOLOGY, which will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Contract, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then notify ECOLOGY.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

Environmental Data Standards

- a) CONTRACTOR shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. CONTRACTOR is to contact ECOLOGY if unsure about whether a QAPP is required for their project. If a QAPP is required, the CONTRACTOR shall:
- Contact the ECOLOGY Quality Assurance Officer or Designee (Program QAC) for project specific QAPP requirements.
  - Use ECOLOGY's QAPP Template/Checklist provided by ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
  - Follow ECOLOGY's *Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies*, July 2004 ([Ecology Publication No. 04-03-030](#)).

- Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) CONTRACTOR shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless ECOLOGY instructs otherwise. The CONTRACTOR must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at website: <http://www.ecy.wa.gov/eim>.
- c) CONTRACTOR shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. *Guidelines for Creating and Accessing GIS Data* are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. CONTRACTOR, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

#### Accessibility Requirements for Covered Technology

CONTRACTOR must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under this Contract, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on ECOLOGY's public web site.

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December 15, 2022

Mr. Troy Berglund  
Benton Rural Electric Association  
Post Office Box 1150  
Prosser, WA 99350

Mr. Sean Worthington  
Clallam County PUD  
Post Office Box 1000  
Carlsborg, WA 98324

Ms. Lena Wittler  
Clark Public Utilities  
Post Office Box 8900 Vancouver,  
WA 98668

Mr. Buddy Stanavich  
City of Ellensburg  
501 N. Anderson Street  
Ellensburg, WA 98926

Mr. Schuyler Burkhardt  
Grays Harbor County PUD  
Post Office Box 480  
Aberdeen, WA 98520

Mr. Kevin Streett  
Jefferson County PUD  
310 Four Corners Rd.  
Port Townsend, WA 98368

Mr. Chris Roden  
Lewis County PUD  
Post Office Box 330  
Chehalis, WA 98532

Ms. Kristin Masteller  
Mason County PUD No. 1  
North 21971 Highway 101  
Shelton, WA 98584

Ms. Annette Creekpaum  
Mason County P.U.D. No. 3  
Post Office Box 2148  
Shelton, WA 98584

Mr. Marc Wilson  
Pacific County P.U.D.  
Post Office Box 472  
Raymond, WA 98577

Mr. Gregg King  
City of Port Angeles  
321 E. Fifth Street  
Port Angeles, WA 98362

Mr. Matt Boast  
Kittitas County PUD  
1400 East Vantage Highway  
Ellensburg, WA 98926

Mr. John Goodman  
Skamania County PUD  
Post Office Box 500  
Carson, WA 98610

Ms. Susan Cutrell  
Pierce County Cooperative  
Power Association  
c/o Parkland Light & Water Company  
P.O. Box 44426  
Tacoma, WA 98448

Mr. Gary Huhta  
Cowlitz County PUD No. 1  
961 12<sup>th</sup> Avenue  
Longview, WA 99632

Ms. Megan Capper  
Eugene Water & Electric Board  
Post Office Box 10148  
Eugene, OR 97440

Mr. Robert Echenrode  
Umatilla Electric Cooperative  
750 W. Elm Ave.  
Hermiston, OR 97838

SUBJECT: Proposed WPAG Scope of Services and Contracts for 2023

Dear Ladies and Gentlemen:

Attached please find consulting and legal contracts from Marsh Mundorf Pratt & Sullivan (MMP&S) and EES Consulting (EES), a GDS Associates Company, for the 2023 scope of services for the Western Public Agencies Group (WPAG).

The proposed budget is a total of \$420,000, which is an increase of \$20,000 over last year's budget. This proposed increase is due to the substantial amount of work we expect in 2023 due to BPA's Provider of Choice Process for the development of the post-2028 power contracts, an expected increase in travel costs now that BPA is restarting in-person meetings, an expected increase for in-person WPAG meetings costs, and inflationary pressures. However, the year-to-year impact to WPAG's members from the proposed budget increase is largely offset by Jefferson PUD joining the group.

If these contracts are acceptable, please sign and return one copy of each contract for our files.

Thank you for allowing EES and MMPS&M to serve you for another year. Please call Ryan or me if you have any questions.

---

16701 NE 80<sup>th</sup> Street, Suite 102  
Redmond, Washington 98052

Telephone: 425 889-2700

Western Public Agencies Group  
December 15, 2022  
Page 2

Sincerely,

A handwritten signature in black ink, appearing to read "Garrett D. Cole", with a long horizontal flourish extending to the right.

Garrett D. Cole, P.E.  
**PRINCIPAL, POWER SUPPLY & MARKET PLANNING**

A handwritten signature in black ink, appearing to read "Lea Fisher", with a stylized, looped design.

Lea Fisher  
**SENIOR PROJECT MANAGER**

cc: Seth Boettcher, Town of Eatonville  
Bryan Bertacchi, Elmhurst Mutual Power & Light  
John DeVore, Lakeview Light & Power  
Michelle Robbecke, City of Milton  
Ken Klotz, Ohop Mutual Light Company  
Susan Cutrell, Parkland Light & Water Company  
Mark Burlingame, Town of Steilacoom  
Ryan Neale, MMPS&M

# Western Public Agencies Group

## 2023 Scope of Services and Budget

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The Western Public Agencies Group (“WPAG”) comprises 23 publicly owned utilities in the states of Washington and Oregon: Eugene Water & Electric Board, Benton REA, Clallam County P.U.D. No. 1, Clark Public Utilities, Cowlitz County P.U.D. No. 1, the City of Ellensburg, Grays Harbor P.U.D. No. 1, Jefferson County P.U.D. No. 1, Kittitas County P.U.D. No. 1, Lewis County P.U.D. No. 1, Mason County P.U.D. No. 1, Mason County P.U.D. No. 3, Pacific County P.U.D. No. 2, Skamania County P.U.D. No. 1, the City of Port Angeles, Umatilla Electric Cooperative, and members of the Pierce County Cooperative Power Association, which includes the Town of Eatonville, Elmhurst Mutual Power and Light Company, Lakeview Light & Power, the City of Milton, Ohop Mutual Light Company, Parkland Light and Water Company, and the Town of Steilacoom.

Together, the WPAG member utilities serve more than one million customers and purchase more than 6 billion kilowatt-hours from the Bonneville Power Administration (“Bonneville” or “BPA”) each year under both Load Following and Slice/Block Contracts. WPAG member utilities also own or receive output from more than 400 megawatts of non-Bonneville generation and purchase more than 300 megawatts of power from sources other than Bonneville. WPAG members are generally winter-peaking utilities with lower annual load factors.

WPAG members’ similar characteristics have caused them to join together to represent their interests before Bonneville, and in other regional and national forums since 1980. WPAG has intervened as a group in every major Bonneville rate proceeding since enactment of the Pacific Northwest Electric Power Planning and Conservation Act of 1980. WPAG’s interests have also been represented in Congress, before the Northwest Power Planning Council, and in other regional forums.

The scope of services presented here includes areas that various other organizations, of which WPAG members might also be members, cannot advocate for WPAG members due to conflicts of interest within those organizations, lack of staff resources, or subject area expertise. WPAG thus fills a need that is unmet by membership in the Public Power Council, the Northwest Public Power Association, the Pacific Northwest Utilities Conference Committee and other similar groups.

## Scope of Services

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The 2023 scope of services for WPAG is proposed as follows:

### ■ General WPAG Activities and Meetings

During 2023, EES Consulting, Inc. (“EES”), a GDS Associates Company, and Marsh Mundorf Pratt Sullivan & McKenzie (“MMPS&M”) will monitor and comment on regional and federal activities of specific interest to WPAG members not covered adequately by other public power organizations and of mutual interest and relevance. Monthly meetings will be held to brief WPAG members on these general activities.

### ■ Regional Activities

Post-2028/Provider of Choice Power Contracts Development – BPA’s Provider of Choice Process for the post-2028 power contracts will continue to ramp-up in 2023 and will occupy a substantial amount of WPAG’s focus and effort for at least the next two to three years. This will include many workshops, small and large group meetings, presentations, technical analysis, and policy and proposal development. For 2023, WPAG’s Provider of Choice work can be divided into two main segments. The first segment is to continue to work with other public power representatives and trade organizations to develop, where possible, joint public power proposals for the post-2028 contracts. This segment will include substantial collaborative efforts and negotiations with other public power utilities and groups to develop public power proposals that have broad support. The second segment will include participation in BPA’s public process for developing the detailed policy development for the post-2028 contracts, which is expected to continue through January of 2024. A non-exclusive list of issues to be discussed include system size and allocation, system capacity, contractual flexibilities, carbon, cost control and contract terms, BPA’s potential post-2028 participation in organized markets, BPA’s Tiered Rate Methodology (or potential replacement), rate discounts, rate design, energy efficiency, and much more. WPAG will participate in each of the above segments and any other engagement opportunities with BPA and other customers regarding the post-2028 contracts that occur in 2023. Further, we will (i) provide regular updates on the status of both of the segments including the issues and proposals being discussed; (ii) identify the pros and cons of the options and proposals presented on any given topic including tradeoffs; (iii) work with WPAG’s membership to identify proposals and positions to champion during the Provider of Choice Process; (iv) advocate on behalf of WPAG’s members to further the group’s proposals and positions both within public power generally and with BPA; and (v) coordinate with other utilities and public power groups to create joint proposals and positions where possible. In addition to the general monthly meetings discussed above, WPAG will hold periodic online meetings to discuss and receive input on post-2028 issues and contract development. This will be staffed by EES and MMPS&M.



Residential Exchange Program – The 2012 Residential Exchange Program (“REP”) Settlement will expire in 2028 at the end of the Regional Dialogue Contracts. In parallel with the Provider of Choice Process, BPA has commenced a Post 2028 REP Public Engagement Process (“REP Process”) to determine how the REP will be implemented during the next contracts. The first phase of the REP Process will run from now until the Spring of 2025 and this effort will focus first on education regarding the REP and then, starting in the Fall/Winter of 2023, it will transition into settlement negotiations to see if the REP can be settled for the duration of the next power contracts like it is today. If no settlement is reached by 2025, BPA will shift its focus from settlement discussions to preparing its position and policies for traditional REP implementation. WPAG will participate in all of the REP Process phase 1 workshops and meetings held during 2023. Further, we will (i) provide regular updates on the status of the issues and proposals being discussed; (ii) identify the pro and cons of the options and proposals presented including tradeoffs; (iii) work with WPAG’s membership to identify proposals and positions to champion during the REP Process; (iv) advocate on behalf of WPAG’s members to further the group’s proposals and positions both within public power generally and with BPA; and (v) coordinate with other utilities and public power groups to create joint proposals and positions where possible. This will be staffed by EES and MMPS&M.

Resource Adequacy – BPA will decide whether to join the binding forward showing phase of the Western Resource Adequacy Program (“WRAP”) as a Load Responsible Entity (“LRE”) for its Load-Following customers in December of 2022. The likelihood that BPA will decide to join the WRAP is high. If BPA decides to join, there will be follow-on work on how BPA’s participation will be implemented. WPAG will participate in any BPA WRAP implementation workshops and decision-making processes to ensure that BPA’s implementation of WRAP is consistent with BPA’s statutory and contractual obligations, and that it is done in a manner that puts the best interest of BPA and its preference customers first. This will be staffed by EES and MMPS&M.

BP-24 and TC-24 Cases – During 2023, BPA will conduct a combined transmission and power rate case that will set rates for the two-year FY 2024-2025 rate period (“BP-24”) as well as a transmission terms and conditions case under a separate docket (“TC-24”). WPAG has intervened and will actively participate in both cases. BPA and its customers have already negotiated settlements for both the BP-24 and TC-24 cases that include, among other things, 0.0% average power and transmission rate increases for the BP-24 period. WPAG has already notified BPA and other rate case parties of its non-objection to the proposed settlements, as have all of BPA’s customers who are likewise parties to the rate case. However, three environmental groups have stated that they intend to object to the BP-24 settlement based on their belief that BPA is underfunding its fish and wildlife obligations. BPA staff has indicated that they intend to move forward with the settlement despite the objections. However, the final decision of whether BPA will sign the settlement belongs to the Administrator who will make that final decision in a Record of Decision currently scheduled to be released in February of 2023. WPAG will participate in the BP-24 rate case to (i) help shepherd the settlement through the rate case, (ii) respond as appropriate to

arguments made by the objecting parties, and (iii) be prepared to litigate the rate case if the settlement falls through. This will be staffed by EES and MMPS&M.

*General Transmission Issues* – In addition to the transmission-related items discussed above, WPAG will continue to monitor and participate in various BPA transmission policy-related forums including, but not limited to, the Network Operating Committee and BPA’s processes for developing transmission business practices where appropriate. WPAG will continue to work closely with other transmission customers and customer groups who are similarly situated to WPAG’s members from a transmission perspective. This will be staffed by MMPS&M.

*Evaluation of BPA’s Potential Participation Organized Markets* – BPA’s recent joining of the Western Energy Imbalance Market (“EIM”) and likely joining of the binding forward showing Phase 3B of the WRAP are just the precursors of more organized market initiatives to come. There is an increasing push within the region (including within some segments of public power) for a Regional Transmission Organization that includes the Pacific Northwest. In addition, BPA and many of its customers are heavily engaged in both the CAISO’s and SPP’s day-ahead market initiatives, EDAM and Markets+, respectively. It would fundamentally change how BPA does business if it were to join an RTO or a day-ahead market. Although BPA has made no decision or even initiated a process to consider joining an RTO or a day-ahead market, it is facing increasing pressure, both internally and externally, to expand its participation in the ongoing discussions regarding such organized markets. Accordingly, WPAG will monitor BPA’s potential increased engagement in and consideration of organized markets and be prepared to engage where appropriate to ensure that the rights and interests of WPAG’s members are adequately represented. The overall effort will be staffed by EES and MMPS&M.

## ■ Other Matters

During the course of each year, matters arise that require WPAG’s attention to protect the interests of our customers. These matters are undertaken at the direction of the WPAG utilities.

## Budget

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The budget for the scope of services described above is calculated at the following billing rates for EES and MMPS&M:

### ***EES***

Principal/Executive Consultant .....	\$280 per hour
Managing Director .....	\$260 per hour
Senior Project Manager .....	\$250 per hour

Project Manager .....	\$230 per hour
Senior Project Engineer/Senior Analyst.....	\$215 per hour
Project Consultant/Project Engineer .....	\$205 per hour
Engineer/Analyst.....	\$180 per hour
Associate Engineer/Associate Analyst .....	\$155 per hour
Clerical.....	\$130 per hour

### **MMPS&M**

Principal .....	\$265 per hour
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These billing rates will remain in effect through December 31, 2023.

On the basis of the above billing rates, the 2023 labor budgets of EES and MMPS&M combined are estimated at \$390,000. This is an increase in the labor budget of \$10,000 from 2022. We believe this increase is necessary to help meet the substantial work we expect due to the Provider of Choice process discussed above and to address the inflationary pressures that are impacting EES and MMPS&M just like every other business. This labor budget will be split equally between EES and MMPS&M.

In addition to labor costs, out-of-pocket expenses will be billed to WPAG members at their cost to EES and MMPS&M. It is estimated that \$30,000 in total out-of-pocket expenses will be incurred, which is \$10,000 more than for last year's budget. We believe this is necessary because WPAG will hold at least four in-person meetings in 2023, and the costs of renting the necessary space have increased. In addition, we expect that BPA will hold more in-person meetings in 2023 than it has over the last three years during the pandemic, so the additional amount is needed to cover an expected increase in travel expenses. Out-of-pocket costs will be billed by whichever organization actually incurs the expense.

Accordingly, the total estimated annual base budget for 2023 is estimated at \$420,000, which is an increase of \$20,000 over the total estimated annual base budget for 2022. However, the year-to-year impact to WPAG's members from the proposed budget increase is offset by Jefferson PUD joining the group.

As always, the allocation of the budget among WPAG members is open to negotiation by the participants. We have attached an inter-utility allocation predicated on the most recent available utility data. After a discussion of the foregoing issue, a final budget by utility will be prepared. An example of the budget's allocation is attached at the end of this narrative.

### **Project Staffing**

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The staffing for these projects will be similar to that for past WPAG activities and also include new niche roles from the EES/GDS team. Garrett Cole, Lea Fisher, Russ Schneider, and Justin

Hey, will be the principal representatives for EES with other staff added, as may be needed for specific expertise. Ryan Neale will be the principal representative for MMPS&M. Additional MMPS&M and EES staff will assist as needed.

**CONSULTING SERVICES AGREEMENT**  
**GDS ASSOCIATES, Inc.**  
**dba EES CONSULTING**  
**1850 Parkway Place, Suite 800**  
**Marietta, Georgia 30067-8237**  
**(778) 426-8100**

This Consulting Services Agreement ("Agreement") is made between GDS Associates, Inc., ("GDS") and Mason County PUD #1, whose place of business is located at North 21971 Highway 101, Shelton, WA 98584: Attn: Kristin Masteller ("CLIENT") for a Project generally described as WPAG 2023.

**I. SCOPE, COMPENSATION AND QUALITY OF CONSULTING SERVICES**

GDS will provide the consulting services described herein ("Services") and be compensated for these Services as described in Attachment A hereto.

GDS shall render Services in accordance with generally accepted professional practices. GDS shall, to the best of its knowledge and belief, comply with applicable laws, ordinances, codes, rules, regulations, permits and other published requirements in effect during the term of this Agreement.

All invoices rendered to CLIENT by GDS shall be paid within thirty (30) days of receipt. All invoices or portions thereof that remain unpaid after thirty (30) days of receipt shall bear interest until paid at the rate of twelve percent (12%) per annum.


**II. TERMS & CONDITIONS OF CONSULTING SERVICES AGREEMENT**

1. **Timing of Work.** GDS shall commence work on or about January 1, 2023.
2. **Relationship of Parties, No Third-Party Beneficiaries.** GDS is an independent contractor under this Agreement. This Agreement gives no rights or benefits to anyone not named as a party to this Agreement, and there are no third-party beneficiaries to this Agreement.
3. **Insurance.**
  - a. **Insurance.** GDS will maintain throughout the performance of this Agreement the following types and amounts of insurance:
    - i. Worker's Compensation and Employer's Liability Insurance as required by applicable state or federal law.
    - ii. Comprehensive Vehicle Liability Insurance covering personal injury and property damage claims arising from the use of motor vehicles with combined single limits of \$1,000,000.
    - iii. Commercial General Liability Insurance covering claims for personal injury and property damage with combined single limits of \$1,000,000.
    - iv. Professional Liability (Errors and Omissions, on a claims-made basis) Insurance with limits of \$1,000,000.
  - b. **Interpretation.** Notwithstanding any other provision(s) in this Agreement, nothing shall be construed or enforced so as to void, negate, or adversely affect any otherwise applicable insurance held by any party to this Agreement.
4. **Mutual Indemnification.** Each party agrees to indemnify and hold harmless the other party and its employees from and against any and all loss, cost, damage, or expense of any kind and nature (including, without limitation, court costs, expenses, and reasonable attorneys' fees) arising out of injury to persons or damage to property (including, without limitation, property of CLIENT, GDS, and their respective employees, agents, licensees, and representatives) in any manner caused by the negligent acts or omissions of the indemnifying party or its agents and representatives, pursuant to or in connection with this Agreement to the extent of the proportionate negligence of the indemnifying party or its agents and representatives, if any.

In no event shall either party be liable for any special or consequential damages.
5. **Resolution of Disputes, Attorneys' Fees.** This Agreement shall be governed by the laws of the State of Georgia. The sole and exclusive venue for any claim, dispute or legal action relating to or arising out of this Agreement or the Services shall be Cobb County, Georgia. All parties consent and submit to jurisdiction in Cobb County, Georgia, and waive any defense or claim that they are not subject to personal jurisdiction in Cobb County, Georgia. The prevailing party in any legal dispute pertaining to this Agreement will be entitled to its reasonable attorney fees and other costs incurred, in addition to any other relief to which it is entitled.
6. **Termination of Agreement.** Either GDS or CLIENT may terminate this Agreement upon thirty (30) days written notice to the other sent to the addresses listed herein. GDS shall be compensated as provided herein for all Services rendered up to and including the date of receipt of notice termination.

GDS ASSOCIATES, INC.

MASON COUNTY PUD #1

By: Garrett D. Cole, P.E. 	By: _____
Title: Principal	Title: _____
Date: December 15, 2022	Date: _____

## **LEGAL SERVICES AGREEMENT**

THIS AGREEMENT is made between EUGENE WATER & ELECTRIC BOARD, OREGON; UMATILLA ELECTRIC COOPERATIVE; BENTON RURAL ELECTRIC ASSOCIATION, WASHINGTON; CITY OF PORT ANGELES, WASHINGTON; CITY OF ELLENSBURG, WASHINGTON; CITY OF MILTON, WASHINGTON; TOWN OF EATONVILLE, WASHINGTON; TOWN OF STEILACOOM, WASHINGTON; ELMHURST MUTUAL POWER AND LIGHT COMPANY, WASHINGTON; LAKEVIEW LIGHT AND POWER COMPANY, WASHINGTON; OHOP MUTUAL LIGHT COMPANY, WASHINGTON; PARKLAND LIGHT AND WATER COMPANY, WASHINGTON; PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY, WASHINGTON; PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY, WASHINGTON; PUBLIC UTILITY DISTRICT NO. 1 OF COWLITZ COUNTY, WASHINGTON; PUBLIC UTILITY DISTRICT NO. 1 OF GRAYS HARBOR COUNTY, WASHINGTON; PUBLIC UTILITY DISTRICT NO. 1 OF JEFFERSON COUNTY, WASHINGTON; PUBLIC UTILITY DISTRICT NO. 1 OF KITTITAS COUNTY, WASHINGTON; PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY, WASHINGTON; PUBLIC UTILITY DISTRICT NO. 1 OF MASON COUNTY, WASHINGTON; PUBLIC UTILITY DISTRICT NO. 3 OF MASON COUNTY, WASHINGTON; PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC COUNTY, WASHINGTON, AND PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA COUNTY, WASHINGTON; (Public Utilities); and MARSH MUNDORF PRATT SULLIVAN & McKENZIE (Attorney) for the provision of legal services and the payment of compensation as specified herein.

WHEREAS, the Public Utilities presently purchase electric power and transmission from the Bonneville Power Administration (BPA) pursuant to wholesale rate schedules determined by BPA after public hearing pursuant to Section 7 of the Pacific Northwest Electric Power Planning and Conservation Act (Act);

WHEREAS, BPA is considering adoption of various policies, rate forms and long-term contracts which would have a major impact on the wholesale power and transmission rates of the Public Utilities;

WHEREAS, BPA is considering adoption of various policies, tariff forms and long-term contracts which would have a major impact on the terms and conditions of transmission service the Public Utilities receive from BPA; and

WHEREAS, BPA is preparing to conduct hearings and public processes to decide issues which will affect BPA's wholesale rate schedules, terms and conditions of service, and contracts for the Public Utilities; and

WHEREAS, the Public Utilities wish to actively participate in these hearings and processes to protect the interests of their ratepayers; and

WHEREAS, the Public Utilities may wish to diversify their power supply sources,

It is Therefore Agreed That:

1. The Attorney shall advise, assist, and appear on behalf of the Public Utilities in hearings and public processes relating to issues set forth in Exhibit A attached hereto and incorporated herein by this reference and as directed by the Public Utilities.
2. Public Utilities shall compensate the Attorney for these services at an average hourly rate not to exceed \$265.00. Out-of-pocket expenses, such as telephone, telecopy, copying and postage, and reasonable and necessary travel expenses shall be in addition to the hourly rate. The Attorney shall send each of the Public Utilities an itemized statement for legal services rendered and out-of-pocket expenses on a monthly basis.
3. The Attorney fees and out-of-pocket expenses incurred hereunder shall be divided among the Public Utilities according to the formulas attached in Exhibit A.
4. The activities encompassed by this Agreement are set forth in Exhibit A, attached hereto. No other activities shall be undertaken without prior authorization of the Public Utilities. It is understood that the length and amount of work necessary for said activities is unique, and the collective cost of all such work may exceed the estimate shown in Exhibit A.
5. Files of the Attorney relating directly to the foregoing legal services shall be available for examination by the authorized representative of the Public Utilities or their attorneys, and shall, upon reasonable request, be turned over the Public Utilities if the Attorney ceases to act as attorney for the Public Utilities.
6. Because the attorney-client relationship is dependent upon mutual trust and full confidence, an individual Public Utility, the Public Utilities collectively, or the Attorney may terminate this Agreement at any time upon written notice. In the event an individual Public Utility terminates this agreement, said utility specifically agrees to pay Attorney for all services rendered through the termination date.

MARSH MUNDORF PRATT SULLIVAN &  
McKENZIE, PSC

Date: December 15, 2022

By: Ryan S. Neale  
Ryan S. Neale

MASON COUNTY PUD #1

\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Manager

**Western Public Agencies Group**  
**2023 Budget Allocations**  
**EES Consulting, a GDS Associates Company and Marsh Mundorf Pratt Sullivan & McKenzie**  
**Source: 2022-2023 Northwest Electric Utility Directory (NWPPA), Utility Supplied**

December 15, 2022

<b>Total Budget</b>	
Labor	\$ 390,000
Expenses	\$ 30,000
<b>Total Allocation</b>	<b>\$ 420,000</b>

	Customers <sup>1</sup>		Energy Sales <sup>1</sup>		Net Investment <sup>2</sup>		Average of Customers, Energy Sales and Investment		Budget Allocation with Cap
	number	percent of total	kilowatt-hours	percent of total	dollars	percent of total	Without Cap	10.8% With Cap	
							percent of total	percent of total	
<b>Individual Utilities</b>									
Benton Electric REA	11,471	1.8%	592,181,580	2.6%	\$ 71,392,059	3.0%	2.46%	3.61%	\$ 15,168
Clallam County PUD	27,678	4.3%	651,819,403	2.8%	\$ 149,493,154	6.4%	4.49%	6.60%	\$ 27,704
Clark Public Utilities	219,313	33.8%	5,200,605,352	22.4%	\$ 447,689,000	19.1%	25.11%	10.77%	\$ 45,222
Cowlitz County PUD No. 1	52,212	8.1%	4,512,431,863	19.4%	\$ 172,714,561	7.4%	11.62%	10.77%	\$ 45,222
City of Ellensburg	10,345	1.6%	206,174,828	0.9%	\$ 17,209,069	0.7%	1.07%	1.58%	\$ 6,626
EWEB	96,706	14.9%	2,301,228,500	9.9%	\$ 429,157,000	18.3%	14.38%	10.77%	\$ 45,222
Grays Harbor PUD	44,468	6.9%	972,335,111	4.2%	\$ 235,725,178	10.1%	7.04%	10.35%	\$ 43,454
Umatilla Electric Cooperative	10,814	1.7%	4,886,784,000	21.1%	\$ 182,487,654	7.8%	10.17%	10.77%	\$ 45,222
Kittitas County PUD	3,630	0.6%	110,501,082	0.5%	\$ 35,336,527	1.5%	0.85%	1.25%	\$ 5,237
Lewis County PUD No. 1	32,023	4.9%	948,798,115	4.1%	\$ 125,543,907	5.4%	4.79%	7.05%	\$ 29,615
Mason County PUD No. 1	5,505	0.8%	81,779,501	0.4%	\$ 39,164,307	1.7%	0.96%	1.41%	\$ 5,914
Mason County PUD No. 3	35,082	5.4%	675,365,519	2.9%	\$ 149,886,937	6.4%	4.91%	7.21%	\$ 30,298
Pacific County PUD No. 2	15,027	2.3%	309,413,813	1.3%	\$ 52,351,636	2.2%	1.96%	2.88%	\$ 12,116
Jefferson County PUD No. 1	23,140	3.6%	377,797,181	1.6%	\$ 119,721,328	5.1%	3.43%	5.05%	\$ 21,216
City of Port Angeles	11,864	1.8%	374,659,835	1.6%	\$ 27,664,848	1.2%	1.54%	2.27%	\$ 9,522
Skamania County PUD No. 1	6,495	1.0%	130,574,620	0.6%	\$ 25,082,867	1.1%	0.88%	1.29%	\$ 5,424
<b>Pierce County Cooperative Power Association</b>									
Town of Eatonville	1,272	0.2%	27,312,455	0.1%	\$ 1,150,000	0.0%	0.12%	0.18%	\$ 747
Elmhurst Mutual Power and Light Company	15,741	2.4%	276,183,577	1.2%	\$ 19,517,827	0.8%	1.48%	2.18%	\$ 9,163
Lakeview Light & Power	10,358	1.6%	264,188,383	1.1%	\$ 14,306,000	0.6%	1.12%	1.64%	\$ 6,890
City of Milton	3,541	0.5%	55,789,753	0.2%	\$ 4,344,711	0.2%	0.32%	0.48%	\$ 2,001
Ohop Mutual Light Company (Includes Alder)	4,085	0.6%	88,311,107	0.4%	\$ 10,853,617	0.5%	0.49%	0.72%	\$ 3,034
Parkland Light and Water Company	4,712	0.7%	118,210,623	0.5%	\$ 10,068,257	0.4%	0.56%	0.82%	\$ 3,430
Town of Steilacoom	2,941	0.5%	38,858,000	0.2%	\$ 3,117,147	0.1%	0.25%	0.37%	\$ 1,552
Subtotal Pierce County Cooperative Power Association	42,650	6.6%	868,853,898	3.7%	63,357,559	2.7%	4.3%	6.39%	\$ 26,818
<b>Total</b>	<b>648,423</b>	<b>100.0%</b>	<b>23,201,304,201</b>	<b>100.0%</b>	<b>\$ 2,343,977,591</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.00%</b>	<b>\$ 420,000</b>

Note: Allocation percentages assume full participation by all member utilities.

<sup>1</sup> Customers and energy sales values reported for 2021 from 2022-23 NWPPA Directory.

<sup>2</sup> Investment values as reported for most recent year available from annual reports (currently utilizing previous year 12-31-2020 estimates for draft).



## CONTRACT FOR REIMBURSEMENT OF POLE REPLACEMENTS

This Agreement ("Agreement") is entered into in Shelton, Washington, this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Hood Canal Communications, a Washington corporation, (hereinafter "HCC") and Public Utility District No. 1 of Mason County (hereinafter "PUD 1"). HCC and PUD 1 are sometimes referred to hereinafter collectively as the "parties."

WHEREAS, HCC has applied for and received federal and state grant funds through the Washington State Broadband Office (SBO) and National Telecommunications and Information Administration (NTIA). The grants will fund for a public-private partnership between PUD 1 and Hood Canal Communications (HCC) to extend access to broadband along U.S. Highway 101 from where it meets Forest Drive, and onward north throughout the area of Brinnon, Washington.

WHEREAS, to accommodate the stringing of new fiber, it will be necessary for PUD 1 to replace approximately 158 power poles at an estimated cost of approximately \$1.5 million dollars.

WHEREAS, HCC is willing and able to reimburse PUD 1 for the necessary work on PUD 1's power poles to accommodate the new fiber lines.

NOW, THEREFORE, in consideration of the mutual promises made herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, HCC and PUD 1 do hereby agree as follows:

### 1. POLE REPLACEMENT

PUD 1 shall prepare a public works bid document package to solicit bids from qualified contractors to replacement the poles, relocate power attachments, and trim any vegetation to accommodate the new poles, in compliance with Chapter 39.04 RCW and Chapter 54.04 RCW obtain bids. Prior to awarding any bid, PUD 1 will allow HCC to review the bids and the costs of the project to ensure compliance with HCC's budgetary requirements.

### 2. BILLING AND PAYMENT PROCEDURE

If the bid is approved by HCC, PUD 1 shall engage the contractor to commence construction on the project. PUD 1 shall submit invoices to HCC on a regular basis to coincide with PUD 1's progress payments to the contractor. HCC shall reimburse PUD 1 within 30 days of the date of the invoice. Invoices shall describe and document a description of the work performed, the progress of the work, inspection reports and related costs. The PUD will attach supporting documentation to the invoice. Late payment shall accrue interest in the amount of 1% per month for any amount not paid in the 30-day period.

3. ALTERATIONS AND AMENDMENTS

This Agreement 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.

4. ASSURANCES

Parties to this Agreement agree that all activity pursuant to this agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

5. CONFORMANCE

If any provision of this Agreement 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.

6. DISPUTES

In the event a dispute shall arise between the parties to this Agreement, the parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of the Washington Arbitration & Mediation Service (WAMS). The parties agree to share equally in the costs of the mediation. The mediation shall be held in WAMS Tacoma offices. Any controversy or claim arising out of or relating to this Agreement, or its breach, not settled by mediation, shall be settled by binding arbitration in accordance with Chapter 7.06 RCW and the Rules of Mandatory Arbitration for the Superior Court of the State of Washington. The Parties specifically agree that the arbitrator shall have injunctive powers and that the arbitrator's decision shall be final. The Parties hereby waive the right to request trial de novo.

8. GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement 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 the Superior Court for Mason County.

9. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

10. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either

party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

#### 11. RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

#### 12. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

#### 13. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

#### 14. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

#### 15. AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

HCC Representative is:

Name: Mike Oblizalo, General Manager  
Mail: P.O. Box 249  
Union, WA 98592  
Union office: 300 E. Dalby Road  
Phone: 360-898-2481  
Email: mikeo@hoodcanal.net

The MCPUD1 Representative is:

Name: Kristin Masteller, General Manager  
Address: 21971 North Highway 101  
Shelton, WA 98584  
Phone: (360) 877-5339  
Email: kristinn@mason-pud1.org

16. ALL WRITINGS CONTAINED HEREIN

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

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

Hood Canal Communications

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Mason County Public Utility District No. 1

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## INVITATION TO BID

January 10, 2023

Notice is hereby given for the submittal of sealed bids for construction of Hood Canal-101 Phase Two Broadband Project for Mason County PUD No. 1 (Owner) and Hood Canal Communications (Owner). The Hood Canal-101 Broadband Project is a joint project between Hood Canal Communications and Mason County PUD 1 to install Fiber along US Highway 101. Due to the age and size of the PUD's poles, there are 158 poles that have been identified for replacement. This project includes the replacement of 158 utility poles along Highway 101 including the transfer of live power, and existing communications attachments.

The project spans approximately 5.8 miles from North of Forest Dr., Brinnon WA (MP 314.33) to Mt. Walker Rd., Brinnon WA (MP 301.51).

This pole replacement is noncontiguous along US HWY 101. Alternating single lane traffic control will be necessary for all Highway work.

Forty-one poles will be replaced along Dosewallips Rd. A single pole is to be replaced along Duckabush Rd. Both Dosewallips and Duckabush are county owned roadways that will require single lane alternating traffic control.

The engineer's estimate for this project is \$1,744,320 with 20% contingency, and does not include line items to relocate 3<sup>rd</sup> party attachments. 3<sup>rd</sup> party attachments will be relocated at the attachers' expense.

The District will provide all poles required for project completion.

All materials, including consumables, will be purchased by the Contractor outside of the materials provided. The Contractor will provide all labor, equipment, testing, and consumable parts to complete the project. The Contractor also will provide conductor, insulators, conduit to complete the project, this is not an exhaustive list.

Bids must be physically received by Mason County PUD 1, at 21971 N. Highway 101, Shelton WA 98584 no later than 4:00 p.m. PST on February 17, 2023, (post marks will not be recognized) at which time all complying bids shall be publicly opened and read aloud at the PUD 1 office at 4:30 p.m. via Zoom. Bid documents may be obtained from the Mason County PUD 1 website by visiting: <https://mason-pud1.org/bids/>

### ANTICIPATED PROJECT SCHEDULE:

<b>January 20, 2023</b>	<b>Bid Documents Available Online/Advertisement</b>
<b>February 3, 2023</b>	<b>Virtual Job Show at 9:00 a.m. PST via Zoom</b>
<b>February 17, 2023</b>	<b>Bid Opening at 4:30 p.m. PST via Zoom</b>
<b>February 21, 2023</b>	<b>Notice of Intent to Award</b>
<b>March 3, 2023</b>	<b>Pre-Construction Conference &amp; Notice to Proceed</b>
<b>July 31, 2023</b>	<b>Construction Complete</b>

Link to Virtual Job Walk-through: (Placeholder)

Link to Bid Opening: (Placeholder)

For questions concerning bid documents, submittal requirements, or technical project information contact Engineering Manager James Reyes at (360) 877-5249 or [jamesr@mason-pud1.org](mailto:jamesr@mason-pud1.org).



## Attachment - **Applicant Certification**

WHEREAS, Mason County PUD No. 1 is applying to the Washington State Broadband Office (WSBO) for a recoverable grant under the Broadband Infrastructure Grant Notice of Funding Opportunity for American Rescue Plan Act (ARPA) Capital Project funds. Completion of a competitive application often requires significant time and expense. The WSBO recognizes that applicants will incur costs preparing for and submitting their applications. All applicants should be aware that the WSBO cannot be held responsible for pre-development or application preparation costs, regardless of whether funding is awarded; and

WHEREAS, the local governing body has approved submission of this application for a WSBO-Broadband project; and

WHEREAS, the applicant recognizes and acknowledges that the information provided by the completed application is the only information that will be considered in the evaluation and/or rating process. Incomplete responses will result in a reduced chance of funding. In order to ensure fairness to all, the WSBO does not allow unsolicited additional written materials or presentations; and

WHEREAS, it is necessary that certain conditions be met as part of the application process; and

WHEREAS, it is necessary that the project when awarded will be required to pursue a competitive procurement process and will be administered according to federal, state, and local procedure; and

WHEREAS, the grant will not exceed the maximum amount allowed by the WSBO of eligible costs incurred for the project; and

WHEREAS, the information provided in this application is true and correct to the best of the applicant's belief and knowledge and it is understood that the state may verify information, and that untruthful or misleading information may be cause for rejection of this application or termination of any subsequent grant agreement(s); and

NOW THEREFORE, Mason County PUD No. 1 certifies that it meets these requirements, and further that it intends to enter into a grant contract with the WSBO, provided that the terms and conditions are satisfactory to both parties. Requirements include, but are not limited to:

The applicant acknowledges that Recipients must maintain project site control for a minimum of 25 years, either through ownership or a long-term lease; that funded infrastructure must provide broadband connectivity for a minimum of 25 years; and the infrastructure must provide public benefit for 25 years where feasible.

The applicant must certify that the project will be designed to provide broadband service that meets or exceeds the service speeds set forth in this Notice of Funding Opportunity and that these speeds will be included in the contractual scope of work should the project be selected for funding.

The applicant acknowledges the Internet Service Provider partnering with the Recipient may retain exclusive rights to the network constructed with grant funds upon contract execution for a maximum of three years after the funded project construction is complete. After three years, the network must be open access for the remainder of its useful life. Open access means that during the useful life of the infrastructure, broadband network owners must ensure that internet service providers may use network services and facilities at rates, terms and conditions that are not discriminatory or preferential between providers, and employ accountable interconnection arrangements published and available publicly.

The applicant agrees to collect and report all information required to maintain conformance with state and federal guidelines.

Signed:

---

Name:

Kristin Masteller

---

Title:

General Manager

---

Phone Number:

360-877-5249, x. 202

---

Date:

January 10, 2023

---

Attest:

---





## PUD1 – Executive Summary – November 2022

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

- **Work in Progress:**
  - Grant Applications – Ongoing
  - 2020 / 2021 Audit
- **Completed Projects:**
  - 2023 Budget
  - Resource Plan Update – Due September 3, 2022
  - 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 \$1,146,524 for the month of November 2022.
- Expenditures – Gross expenditures were \$1,146,317 for the month of October 2022.
- As of November 30, the PUD has \$722,496.65 in grant reimbursements outstanding for ongoing projects.

<b>Financial Metrics as Compared with Prior Year:</b>	<b>November 2022</b>	<b>November 2021</b>
Total General Cash and Investments	\$1,231,396	\$1,270,336
Current Ratio (Current Assets/Current Liabilities)	3.46 to 1	2.22 to 1
Debt Service Coverage (O&M/ Debt Service)	3.00	2.38
Long-Term Debt to Net Plant	34%	36%
Total Debt to Equity Ratio (Total Liabilities/Total Equity)	43%	51%
Long Term Debt to Equity Ratio (Long Term Debt / Total Equity)	40%	45%
Times Interest Earned Ratio (Earnings before Interest & Taxes/Total Interest)	4.28	3.93
Cash on Hand (Total Available Cash/Average Daily Costs)	50 Days (General) 194 Days (All Funds)	52 Days (General) 194 Days (All Funds)



## Mason County PUD No 1

*Budget Summary by Division For the Month Ended November 30, 2022*

	<u>Electric</u>	<u>Water</u>	<u>Sewer</u>	<u>Totals</u>
<b>Total Revenue</b>	\$ 890,824.71	\$ 254,676.07	\$ 1,023.08	\$ 1,146,523.86
<b>Budgeted</b>	\$ 799,775.01	\$ 192,485.00	\$ 903.75	\$ 993,163.76
<b>Difference (-/+)</b>	\$ 91,049.70	\$ 62,191.07	\$ 119.33	\$ 153,360.10
<b>% of Budget</b>	111%	132%	113%	115%
<b>Total Expenditures</b>	\$ 974,673.86	\$ 171,556.03	\$ 87.49	\$ 1,146,317.38
<b>Budgeted</b>	\$ 974,185.68	\$ 182,216.34	\$ 791.64	\$ 1,157,193.66
<b>Difference (-/+)</b>	\$ 488.18	\$ (10,660.31)	\$ (704.15)	\$ (10,876.28)
<b>% of Budget</b>	100%	94%	11%	99%
<b>Net Operating Margins</b>	\$ (83,849.15)	\$ 83,120.04	\$ 935.59	\$ 206.48
<b>Budgeted</b>	\$ (174,410.67)	\$ 10,268.66	\$ 112.11	\$ (164,029.90)
<b>Difference (-/+)</b>	\$ 90,561.52	\$ 72,851.38	\$ 823.48	\$ 164,236.38
<b>% of Budget</b>	48%	809%	835%	0%



## Mason County PUD No 1

*Budget Summary by Division for the Eleven Months Ended November 30, 2022*

	<u>Electric</u>	<u>Water</u>	<u>Sewer</u>	<u>Totals</u>
<b>Total Revenue</b>	\$ 9,703,681.86	\$ 2,565,929.13	\$ 10,571.13	\$ 12,280,182.12
<b>2022 Budget</b>	\$ 9,867,493.00	\$ 2,559,920.00	\$ 11,169.00	\$ 12,438,582.00
<b>Difference (-/+)</b>	\$ (163,811.14)	\$ 6,009.13	\$ (597.87)	\$ (158,399.88)
<b>% of Budget</b>	98%	100%	95%	99%
<b>Total Expenditures</b>	\$ 8,331,311.86	\$ 2,128,353.23	\$ 4,973.42	\$ 10,464,638.51
<b>2022 Budget</b>	\$ 9,511,110.00	\$ 2,324,170.29	\$ 8,121.00	\$ 11,843,401.29
<b>Difference (-/+)</b>	\$ (1,179,798.14)	\$ (195,817.06)	\$ (3,147.58)	\$ (1,378,762.78)
<b>% of Budget</b>	88%	92%	61%	88%
<b>Net Operating Margins</b>	\$ 1,372,370.00	\$ 437,575.90	\$ 5,597.71	\$ 1,815,543.61
<b>2022 Budget</b>	\$ 356,383.00	\$ 235,749.71	\$ 3,048.00	\$ 595,180.71
<b>Difference (-/+)</b>	\$ 1,015,987.00	\$ 201,826.19	\$ 2,549.71	\$ 1,220,362.90
<b>% of Budget</b>	385%	186%	184%	305%

### **Cash Flow**

<b>Beginning Cash (General Fund)</b>	<b>49,753.30</b>	<b>96,037.62</b>	<b>4,195.20</b>	<b>149,986.12</b>
Net Operating Margin (Including Grant Funds)	2,942,902.58	1,544,854.63	5,139.96	4,492,897.17
Cash Transferred to / from Special Funds	(63,375.33)	104,316.20	(395.98)	40,544.89
Change in Accounts Receivable	627,483.67	(382,428.81)	(902.21)	244,152.65
Change in Accounts Payable	(723,939.70)	32,564.72	302.20	(691,072.78)
Cash Expended on Utility Plant	(1,085,597.42)	(934,164.51)	(4,143.97)	(2,023,905.90)
Change in CWIP	(1,698,127.03)	(371,299.48)	0.00	(2,069,426.51)
<b>Ending Cash (General Fund)</b>	<b>49,100.07</b>	<b>89,880.37</b>	<b>4,195.20</b>	<b>143,175.64</b>



## Mason County PUD No. 1

### Cash & Investment Balances

As of November 30, 2022

#### Cash Balances

Cash - General Funds

\$ 143,175.64

Cash - Restricted

\$ 102,404.37

**Total Cash**

\$ 245,580.01

#### Investment Balances (LGIP)

Investments - Electric

\$ 649,047.87

Investments - Sewer

\$ 30,945.63

Investments - Water

\$ 305,822.30

**Total Investments**

\$ 985,815.80

**Total Cash & Investments**

\$ 1,231,395.81

*\*\*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

**RESOLUTION NO. 2067**

**A RESOLUTION AUTHORIZING THE MANAGER TO EXECUTE CONTRACT FOR OKONITE PRIMARY UNDERGROUND CABLE BASED UPON A SOLE SOURCE**

WHEREAS, PUD No. 1 is in need of primary underground cable each year for electric department to meet the strategic goals of the District and maintain and improve reliability;

WHEREAS, Okonite is the manufacturer of the existing primary underground cable and this particular cable is the only quality of cable that meets the District's specifications for new installations; AND it is important for compatibility with the existing primary underground cable; and

WHEREAS, RCW 39.04.280 provides that a local agency, by Resolution, may waive competitive bidding requirement when the purchase is clearly and legitimately limited to a single source of supply, or when the purchase involves special facilities or market conditions; and

WHEREAS, the Board finds that there is one vendor that will meet the District's needs, and thus the sole source of supply, and that there is a special market condition because of the service territory of Okonite providers; and

WHEREAS, the Board finds it is appropriate to waive the competitive bidding requirements for the above reasons;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF PUD NO. 1 OF MASON COUNTY HEREBY RESOLVES as follows:

1. The Manager is authorized to enter into a contract with WESCO for Okonite Primary Underground Cable as set forth in the District's annual strategic work plan and budget, and
2. The competitive bidding requirement for the primary underground cable is waived as this is a sole source purchase and involves special market conditions.

ADPOTED by the Board of Commissioners of Public Utility District No. 1 of Mason County, Washington at a regular meeting on January 10, 2023, the following commissioners being present and voting.

\_\_\_\_\_  
Mike Sheetz, President

\_\_\_\_\_  
Ron Gold, Secretary

\_\_\_\_\_  
Jack Janda, Vice President



**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

**RESOLUTION NO. 2068**

**A RESOLUTION AUTHORIZING THE MANAGER TO EXECUTE CONTRACT FOR ITRON WATER & ELECTRIC SERVICE METERS BASED UPON A SOLE SOURCE**

WHEREAS, PUD No. 1 is in need of numerous service meters each year for both the water and electric departments to meet the strategic goals of the District;

WHEREAS, Itron is the manufacturer and vendor which supplied the existing service meters which are compatible with our existing meter reading devices and software; AND it is important for compatibility with the existing equipment; and

WHEREAS, RCW 39.04.280 provides that a local agency, by Resolution, may waive competitive bidding requirement when the purchase is clearly and legitimately limited to a single source of supply, or when the purchase involves special facilities or market conditions; and

WHEREAS, the Board finds that there is one vendor that will meet the District's needs, and thus the sole source of supply; and

WHEREAS, the Board finds it is appropriate to waive the competitive bidding requirements for the above reasons;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF PUD NO. 1 OF MASON COUNTY HEREBY RESOLVES as follows:

1. The Manager is authorized to enter into a contract with Itron for electric and water service meters as set forth in the District's annual strategic work plan and budget, and
2. The competitive bidding requirement for the electric and water service meters is waived as this is a sole source purchase and involves special market conditions.

ADPOTED by the Board of Commissioners of Public Utility District No. 1 of Mason County, Washington at a regular meeting on January 10, 2023 the following commissioners being present and voting.

\_\_\_\_\_  
Mike Sheetz, President

\_\_\_\_\_  
Ron Gold, Secretary

\_\_\_\_\_  
Jack Janda, Vice President



**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

**A RESOLUTION DECLARING ITEMS AS SURPLUS PROPERTY**  
**RESOLUTION NO. 2069**

WHEREAS, the listed items of personal property located on exhibit "A" attached hereto and incorporated by this reference are no longer usable by Public Utility District No. 1 of Mason County (the "District").

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Mason County PUD No. 1 that the listed items of personal property are declared surplus and that the district is hereby authorized to sell the salable items to the person or persons presenting quotations resulting in the best return to the district, or to dispose of unsalable items as appropriate; and

BE IT FURTHER RESOLVED that the attached items are hereby made a part of Resolution No. 2069.

ADOPTED this 10th day of January 2023.

---

Mike Sheetz, President

---

Jack Janda, Vice President

ATTEST:

---

Ron Gold, Secretary



**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

## **Attachment A**

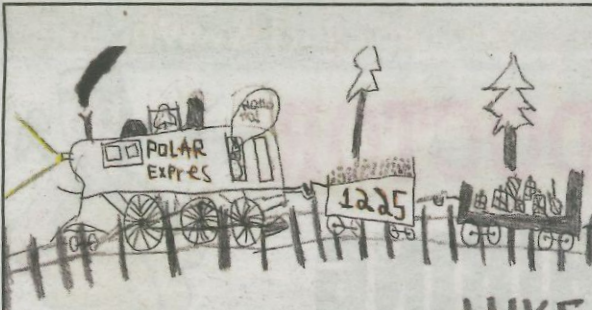
# **Bid No. SURPLUS-2069** **Surplus Equipment**

NOTICE IS HEREBY GIVEN THAT THE BOARD OF COMMISSIONERS OF PUBLIC UTILITY DISTRICT NO. 1 OF MASON COUNTY, WASHINGTON, DOES HEREBY SURPLUS EQUIPMENT AS FOLLOWS:

**ITEM NO. 1-** PUD VEH. ID #78, QTY. 1  
Description: 2016 Freightliner Bucket Truck (mileage 82,462)  
VIN: 1FVHCYCY2GHHL5690  
Bucket VIN: 1215DM598AM55E

Board of Commissioners, Mason County PUD No. 1  
DATE: January 10, 2023  
BID OPENING: Going to Auction





Santa delivers Presents to Kids on  
the magic railway, in the Polar Express

Greeting drawn by: Luke Stanley, 5th Grade, Olympic Middle School

**SKYLINE**  
DRIVE-IN  
**THEATER**

182 SE Brewer Rd. in Shelton  
360-426-4707 [www.SkyLineDrive-In.com](http://www.SkyLineDrive-In.com)

**SHELTON**  
**CINEMAS**

[www.sheltoncinemas.com](http://www.sheltoncinemas.com)  
517 Franklin St. • 426-1000



# PUD 1 approves power credit

By Matt Baide  
[matt@masoncounty.com](mailto:matt@masoncounty.com)

Mason County PUD 1 will receive \$594,857 from the Bonneville Power Administration's Power Dividend Distribution Credit through the next 10 months. PUD 1 will pass that money on to its customers after approving the action at the Dec. 13 commissioners meeting.

PUD 1 staff proposed setting aside \$25,000 in the local government investment pool to help fund the PUD's low-income energy assistance program as required by the state's Clean Energy Transformation Act and the remaining \$569,857 will be divided evenly among existing electric customers and passed through as a bill credit each month from December to September.

If there is another Power Dividend Distribution Credit next year, staff will evaluate budget needs and develop a proposal for board approval.

"As a preference customer of the Bonneville Power Administration, Mason PUD 1 wants to recognize the work BPA has put in to strengthen their financial position over the last two years, since our last rate case," PUD 1 District Treasurer and Director of Business Services Katie Arnold told the *Journal*.

"We also appreciate that BPA has agreed to refund a large portion of the power and transmission surplus to its customers in the form of both direct refunds and future rate relief. We are pleased to be able to directly pass through the majority of this refund to our power customers over the next 10 months."

According to a PUD 1 news release, the BPA achieved gross sales that came in \$625 million higher than the BP-22 Rate Case target of \$372 million due to higher megawatt hour sales and higher market pricing. Healthy reserves brought in the BPA's Reserve Distribution Clause for power and transmission. Power reserves distribution was \$500 million and the BPA proposed to redistribute 70% toward rate reduction, 20% toward BPA's debt reduction or revenue financing and 10% toward fish and wildlife mitigation. Transmission reserves distribution of \$63.1 million included redistributing 50% for rate relief and hold the remaining 50% to cover fiscal year 2023 increased costs due to inflation.

The 2023 budget was developed without the proposed credit because it is considered an anomaly based on unexpected market conditions and PUD 1 did not want to base the revenue requirement on a credit that is not guaranteed past 2023, according to the news release.

## COUNTY BRIEFS

### Car accident knocks out power lines

A car ran into a pole on state Route 3 in Belfair near North Mason High School, knocking down a power line Friday night.

According to Mason County PUD 3 social media posts, the

101 South and at the Quinault office at 353 South Shore Road. Permits will be available at 9 a.m. Jan. 12 and March 9 at the Forks office at 437 Tillicum Lane.

Anyone harvesting salal within Olympic National Forest for the purpose of selling must carry a commercial-use permit while picking. One hundred permits will be available for sale at \$150, 50 at the Quilcene office and 25

the Defense of Marriage Act and enshrines marriage equality into federal law.

According to a news release, the act include provisions to protect marriage equality, including enshrining marriage equality for same-sex and interracial couples and provides additional protections at the state level by prohibiting state officials from denying recognition to an out-of-state marriage



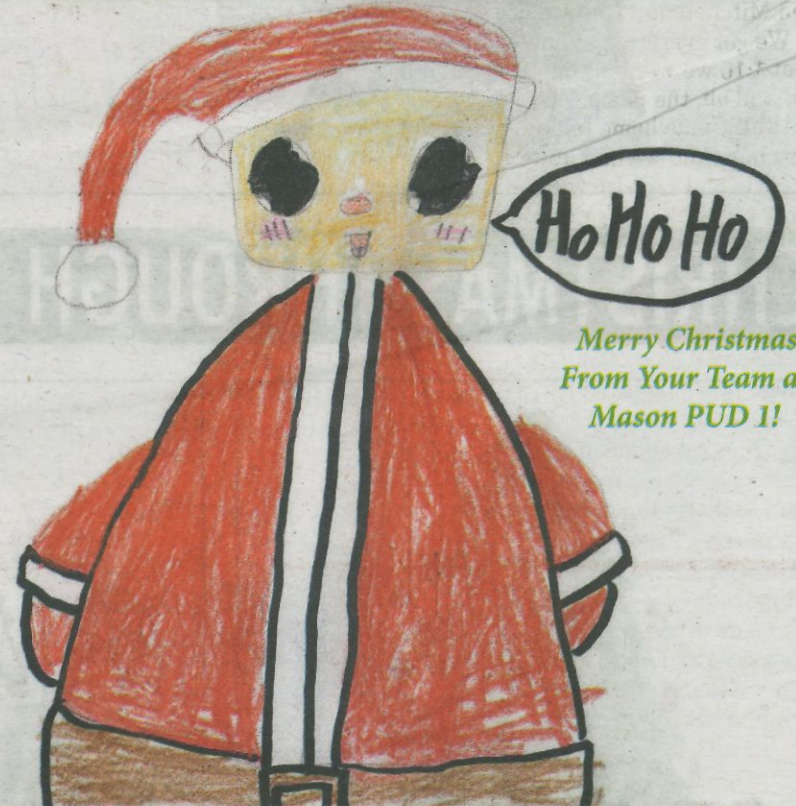
# CHRISTMAS THROUGH THE EYES OF OUR CHILDREN



Greeting drawn by Hanna Reese, 4th Grade, Pioneer Elementary

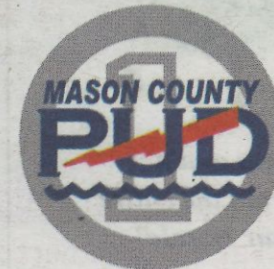


24171 WA 3 in Belfair | 360-277-5141 | [burgerclaimandmore.com](http://burgerclaimandmore.com)



*Merry Christmas  
From Your Team at  
Mason PUD 1!*

Greeting drawn by Pleiades West, Grade 3, Brinnon School



**PUD 1 District Office**  
21971 N. Hwy 101 in Potlatch  
306-877-5249 • [www.mason-pud1.org](http://www.mason-pud1.org)



# When is our future? Simple. The future is now

In July, the County Commission participated in a retreat to set priorities for the rest of 2022 and look ahead to 2023. Many of the presentations from staff began with “in the future, the county needs ...”

But, I asked our team, when is the future?

The answer is simple — the future is now. And in Mason County, the future is bright.

Throughout 2022, we have taken action on several fronts to ensure Mason County leads our region and competes for opportunity in the post-pandemic years ahead. In addition to infrastructure, we have invested in public safety, housing and the partnerships necessary to get this work done.

We have made significant progress without raising your property taxes for the third year in a row, proving we can live within our means and still deliver results.

There are success stories in every corner of Mason County. Utilizing federal American Rescue Plan funds, we successfully partnered with Mason County Public Utility District 1 and Hood Canal Communications to expand access to broadband along Hood Canal. It's a true public-private partnership that serves as a model for our state.

We also worked with PUD 1, Belfair Water District and the Port of Allyn on important water system improvements in Union, Agate, Belfair and Allyn. These projects will not



KEVIN SHUTT

**COUNTY  
BUSINESS**

only allow for more housing and economic development, they are also good for the environment and help stabilize rates for customers.

In Belfair, we are making good on the county's plan to extend sewer service to the northern urban growth area on both sides of state Route 3. This expansion will serve new and existing customers and will contribute to future projects in our region. This plan attracted Lennar, a national homebuilder, to Belfair, where it's building 144 single-family homes in addition to a large multifamily housing project built by Harbor Custom Homes.

This year, the state auditor recognized our work to turn around the struggling utility by removing its audit finding after nearly a decade. This is a major win for Belfair.

We adopted new zoning, development and environmental codes for the Belfair urban growth area that required developers to pay for traffic

impacts created by their projects. Also moving forward is the Belfair Bypass, now called the SR 3 Freight Corridor. Designed to ease congestion through Belfair, an additional \$12 million state investment secured this year will help improve intersections near North Mason High School in the south and at future connector roads like Log Yard Road in the north. Our 35th Legislative District delegation was vital to securing these funds and defending this project. We will have more work to do during the 2023 legislative session, but we have great advocates representing Mason County in the Legislature.

Following through on our long-standing plans to expand service and stabilize finances will benefit the entire county. Our investments in Belfair do not stand alone and follow the state's investments in highway improvements, Mason Transit's new Park & Ride, PUD 3's substation expansion and North Mason Regional Fire Authority's new state-of-the-art public safety campus. These partners saw the growth potential for Belfair and planned for the future. I am proud to stand with them.

Heading into 2023, the county must focus on planning for and building a new jail. Jails are expensive to build and operate, but if we are serious about stemming the tide of increased property, violent and drug-related crime, we need to hold people

accountable. For low-level offenders who do not belong in jail, we must support alternatives to aid their recovery from substance use and treat underlying behavioral health issues. To help hold people accountable, the commission approved two new patrol deputies for the Sheriff's Office in 2023. When they go out on patrol, we must make sure they have a place to take criminals off the street.

We have great partners at the Sheriff's Office, Shelton City Council and Police Department, and service providers like Olympic Health and Recovery Services to help us develop a plan that meets our current and future needs.

In the coming year, the county must also act on the housing needs assessment developed by Mason County Public Health. We are not meeting the current and increasing demand for affordable housing in our community and if we do not address this issue, we will not make progress combating homelessness. It is time for our housing partners to join together to develop new housing options, including workforce and permanent supportive housing for vulnerable populations like the chronically homeless, people in recovery and the elderly.

Finally, families across Mason County are feeling the pinch of historic inflation. Some of our neighbors are sitting around their tables this

holiday season choosing between putting gas in their cars and paying utility and grocery bills, wondering how they will make ends meet. The uncertainty of our time adds stress and strain to our lives.

As concerns about a recession increase, the county should focus on maintaining our workforce and service levels. The 2023 annual budget for the county fully funds our rainy day fund to help us should a recession impact revenue. A conservative approach by the County's elected officials and departments have put us in a position to weather an economic downturn and we will continue to do our best to be good stewards of your money.

The next decade will be won by communities willing to make smart investments in critical infrastructure like sewer, water, broadband and power. It will also be won by those who recognize the power of partnerships. In Mason County, we are doing both.

As I finish my year chairing the commission, I am grateful for our county staff and partners who made 2022 a success. I am also grateful to continue serving as one of your commissioners and wish you a Merry Christmas and a safe, prosperous new year.

■ *Kevin Shutt is the chairman of the Board of Mason County Commissioners and represents district two on the commission.*



# CHRISTMAS THROUGH THE EYES OF OUR CHILDREN

## Best Wishes!



Greeting drawn by Noella Nuñez • 3rd Grade, Bordeaux Elementary

*Shelton* DENTAL CENTER

360-426-8401

1829 Jefferson Street • Shelton WA, 98584



Greeting drawn by Lin, 5th Grade, Hood Canal Elementary

**Merry Christmas from your team at Mason PUD 1!**



**PUD 1 District Office**

**21971 N. Hwy 101 in Potlatch**

**306-877-5249 • [www.mason-pud1.org](http://www.mason-pud1.org)**





Greeting drawn by Kassie Dominguez, 4th Grade, Hood Canal School

*Merry Christmas and  
Happy New Year from  
all of us at Shelton  
Dental Excellence!*

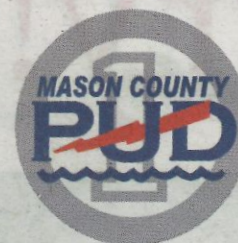


1626 Olympic Hwy. N • Shelton  
www.SheltonDental.com 360-426-4712



Greeting drawn by Katelynn, Age 10, Mary M. Knight

**Merry Christmas from your PUD 1 Water Crew!**



**PUD 1 District Office  
21971 N. Hwy 101 in Potlatch  
306-877-5249 • www.mason-pud1.org**



**SIGN  
HERE**





MasonWebTV.com

# PUD 1 Approves BPA Credit Direct to Ratepayers

At their December 13<sup>th</sup> regular board meeting, the Mason County PUD No. 1 commission approved a plan presented by staff on redistributing a proposed \$594,857 credit from the Bonneville Power Administration (BPA) directly to electric customers over the next 10 months as bill credits. The credit is contingent upon an impending two-year rate settlement agreement between BPA and its power and transmission customers.



BPA achieved gross sales that came in almost \$625 million higher than the target of approximately \$372 million, due to higher megawatt hour sales and higher market pricing. The healthy reserves position triggered BPA's Reserve Distribution Clause (RDC) for power and transmission. For power, the reserves distribution was \$500 million, and BPA proposes to redistribute 70% of those funds toward rate reduction, 20% toward BPA's debt reduction or revenue financing, and 10% toward fish and wildlife mitigation. For transmission reserves distribution, BPA proposes to redistribute 50% of \$63.1 million for rate relief and hold the remaining 50% to cover FY 2023 increased costs due to inflation.

"As a preference customer of the Bonneville Power Administration, we recognize the work BPA has put in to strengthen their financial position over the last two years, since our last rate case," said Katie Arnold, District Treasurer and Director of Business Services. "We also appreciate that BPA has agreed to refund a large portion of the power and transmission surplus to its customers in the form of both direct refunds and future rate relief. We are pleased to be able to directly pass through most of this refund to our power customers over the next 10 months."

approximately \$303,000, would be divided evenly amongst the existing electric customers and passed through as a bill credit each month, until the monthly BPA credits are exhausted.

When discussing any possible 2023 budget impacts, Arnold explained, "when we developed our 2023 budget, we did not include this proposed credit because we considered it an anomaly based on unexpected market conditions and did not want to base our revenue requirement on a credit that is not guaranteed to continue past 2023. We wanted to ensure that the rates we have set, regardless of this credit, would accommodate the District's annual budget for the continued safe, reliable operation of the PUD, as well as the District's scheduled Construction Work Plan."

If there is another Power Dividend Distribution Credit next year, staff will evaluate budget needs and inflation impacts and develop a new proposal for board approval at that time. For this cycle, the PUD will calculate the credits each month and pass them directly through to the ratepayers. If the settlement agreement is approved as planned, PUD 1 electric customers should expect to see the first credit on their December billing statements that they receive in January.

#### Related or Similar Stories

- [BPA PROPOSES HOLDING POWER AND TRANSMISSION RATES FLAT](#) (Nov 18, 2022)
- [WATCH MASON COUNTY PUD NO. 1 CUSTOMER APPRECIATION DAY](#) (Sep 30, 2022)
- [MASON PUD 1 OP-ED: VALUE OF LOWER SNAKE RIVER DAMS](#) (Aug 19, 2022)
- [WATCH CONGRESSMAN KILMER AT PUD 1](#) (May 27, 2022)
- [WATCH PUD 1 CUSTOMER APPRECIATION](#) (Oct 8, 2021)
- [CERB APPROVES GRANT FOR PUD 1/HCC BROADBAND PROJECT](#) (Sep 23, 2021)
- [HOUSE PASSES FUNDING FOR DUCKABUSH ESTUARY RESTORATION](#) (Jul 30, 2021)
- [BPA LOWERS AVERAGE POWER RATES FOR FISCAL YEARS 2022-2023](#) (Jul 29, 2021)
- [HOUSE APPROPRIATIONS COMMITTEE ADVANCES FUNDING FOR DUCKABUSH ESTUARY RESTORATION](#) (Jul 17, 2021)
- [BPA ADDS PUBLIC SAFETY POWER SHUTOFF PROCEDURE TO MITIGATE WILDFIRES](#) (Jun 2, 2021)



DECEMBER 27, 2022



MEDIA RELEASE



# Hydro Leader

VOLUME 4 ISSUE 1

JANUARY 2023

**Northwest  
RiverPartners'  
Advocacy  
Campaign to  
Defend the  
Lower Snake  
River Dams**







An image from a television ad that Northwest RiverPartners ran in the greater Portland, Oregon, metro region in July–August 2022. Clockwise from upper left, it features Christine Reid, the political director of Washington State–based IBEW Local 77; Kristin Masteller, the general manager of Mason Public Utility District 1 in Washington State; Libby Calnon, the general manager of the Hood River Electric Cooperative in Oregon; and Dr. David Welch, a marine biologist at Kintama Research in British Columbia.

way that doesn't negatively affect the region's efforts on climate, grid reliability, and social and environmental equity.

In 2007, our organization changed its name to Northwest RiverPartners and diversified its membership to include ports, agricultural organizations, and private businesses that support a clean energy future. Since that time, our mission has evolved. Our tagline is "Hydropower for a better Northwest," and our mission is to "lead the charge for the Northwest to realize its clean energy potential, with hydroelectricity as a cornerstone."

In the Pacific Northwest, hydropower represents about half our total electric generation and nearly 90 percent of our renewable energy. Clearly, hydropower is a huge deal here, but there are groups with a strong antihydropower bent, and they are very effective at framing the discussion. RiverPartners was founded to ensure that both sides of the story are heard and that good public policy advances.

**Hydro Leader:** Hydro industry professionals often highlight the importance of making the case for why and how hydro is important to the grid. Would you give us your quick pitch for hydro's value for the grid?

**Kurt Miller:** Absolutely. I describe hydropower as the superpower of renewable energy. One of the things that differentiate hydropower from other renewables is its ability to perform on demand. Wind and solar power also have strong attributes, but being available on demand isn't one of

them. If cloud cover comes in, or if there are fires that create smoke, solar panels generate less energy. And as soon as the sun sets, of course, solar panels don't generate at all.

Similarly, as long as utility-scale wind has been in our region, we've seen that it tends to stop generating during the coldest and hottest stretches, when we need energy the most. Wind provides good annual energy, but it's not something you can rely on to keep the grid going during extreme weather, and as you know, we're seeing a lot more extreme weather these days across the nation.

By contrast, hydropower comes with its own built-in storage—its ability to hold water for times when demand is at its highest and then release that water to meet demand. The storage capabilities of hydropower far exceed what utility-scale battery technology can do at this point. Batteries are still going to be an important part of the grid going forward, but hydropower is by far the most valuable renewable energy resource and battery out there.

**Hydro Leader:** Please introduce the issue of the lower Snake River dams and the controversy around them.

**Kurt Miller:** The controversy around the dams goes back to before they were built, and to understand it, you have to know the history of the Columbia River basin. Before Europeans and their descendants settled in this region, the Columbia River basin, which includes the Snake River, had



a huge salmon population of perhaps 6–16 million fish.

However, the Europeans who settled here were extremely effective at industrializing fishing and canning, to the point that some salmon populations dropped to near-extinction levels by 1920. In fact, the first salmon hatchery was built in the Columbia River basin as early as the late 1800s because of the dwindling salmon populations.

Federal dams were built on the lower Columbia and lower Snake Rivers from the 1930s to the 1970s. Although they were all constructed with fish passage systems, people were concerned that the dams would make it harder for salmon species to recover. As a consequence, the lower Snake River dams were approved with the condition that salmon hatcheries be built around them to mitigate the potential loss of salmon.

While hatchery fish have more than offset the number of fish lost to lower Snake River dam operations, the controversy has continued, primarily because salmon populations have never reached their pre-European abundance levels. I also believe people are conflating the effects of past overfishing with the effects of building the dams, which happened almost 100 years later.

Today, climate change is the real enemy of salmon, and it's having a tremendously negative effect on almost all salmon populations along the West Coast of North America. Since the 1970s, for example, Chinook salmon populations in North America have seen an average survival decline of 65 percent, whether or not dams are present. Scientists believe these massive declines are due to ocean warming and a resultant shift in the balance between predators and prey.

As a result, we see hydropower as an important part of the solution for salmon, because hydropower is by far our region's biggest tool to fight climate change. Of course, not everyone agrees, and the debate about the dams really accelerated in October 2021, when United States Senator Patty Murray of Washington and Washington Governor Jay Inslee announced that they were going to launch a joint federal-state process to determine whether the services provided by the dams could be replaced in an effort to help struggling salmon populations.

**Hydro Leader:** So Senator Murray and Governor Inslee decided on their own volition to study the issue rather than being commissioned to do so by the state or another entity?

**Kurt Miller:** That's correct. This was not part of the regulatory process. It's also worth mentioning that since 1994, the operation of the Federal Columbia River Power System has been under litigation. Like stakeholder groups, we are hoping to get the region out of the courtroom and to try to find a real solution for salmon. But the only solution the plaintiff groups believe in is to get rid of the lower Snake River dams. I think that Senator Murray and Governor Inslee wanted to take a closer look at those claims to see if

the dams could be easily replaced, thus potentially solving this seemingly intractable problem.

**Hydro Leader:** How did you respond when you heard the announcement?

**Kurt Miller:** Even before Senator Murray and Governor Inslee made their joint public statement about examining the future of the dams, Governor Inslee was joined by Vice Chairman Shannon Wheeler of the Nez Perce Tribe at a Washington State political event. Together, they announced that Inslee and Murray would be taking on the lower Snake River dams issue. The political nature and setting of this announcement were concerning. We have great respect for the Nez Perce Tribe, but the tribe has been one of the staunchest supporters of dam removal in the region and a long-time litigant against hydropower operations, so the governor's choice sent a signal that he might have already made up his mind.

To understand the path we took from there, you have to understand how important the lower Snake River dams are to the Pacific Northwest. They generate enough zero-carbon electricity to power all the homes in Portland, Seattle, Spokane, and Boise, but more importantly, they provide reliable, firm power during periods when wind and solar aren't available, which is critical for grid reliability.

We commissioned a third-party study that showed it would take 15,000 megawatts of new wind, solar, and batteries to replace the firm power provided by the lower Snake River dams and that doing this would cost roughly \$15 billion. That cost would equate to a jump of more than 25 percent in electricity prices for millions of Northwest electricity customers—something many households simply cannot afford. The study also showed that losing the dams would set back the region's decarbonization efforts by 3–5 years and would increase carbon emissions by millions of metric tons.

Given the stakes, we went to our membership and essentially said, "Listen, we need your financial support to launch a full-fledged public affairs campaign to save these dams for Pacific Northwest communities." The need for funding was especially great, because groups that oppose the dams are constantly running political and media campaigns. In some cases, these organizations have hundreds of millions of dollars at their disposal, so we had to put a lot of time into fundraising through both virtual and in-person presentations to boards of directors of utilities and agricultural groups across the Northwest. While I'm sensitive about asking members for additional funding, our study and others demonstrated that our request was pennies on the dollar compared to the cost to their communities if the dams were lost.

**Hydro Leader:** What was the focus of your campaign, and where did Senator Murray and Governor Inslee land on the issue?



**Kurt Miller:** To be effective in this landscape, we knew we had to run a data-driven campaign, so we conducted opinion research. Our research showed that once people heard our case for keeping the dams, our cause gained tremendous support. It's not surprising when you think about it. Hydropower is important to our daily lives in the Pacific Northwest, but people need to be reminded about it from time to time.

Once we saw how powerful our story was, we secured ad space on the radio, television, billboards, and social media. Our ads were really effective at conveying the message. (You can view them here: <https://nwrivernpartners.org/media-information/>.)

We also engaged in grassroots advocacy. We set up a website that would automatically start a draft e-mail to Senator Murray, Governor Inslee, and a user's U.S. representative, telling them why it was imperative to preserve the lower Snake River dams.

We had strong support from community groups and labor unions across the Northwest. Agencies that provide services to disadvantaged communities sent letters that described the hardship that increases in energy rates caused by the loss of the dams would mean for them. We took a wide-ranging approach to ensure that diverse voices were heard.

Shortly after the conclusion of our campaign in August 2022, Senator Murray and Governor Inslee made their recommendations for the future of the lower Snake River dams. We were very encouraged that they agreed with the arguments we had been making—in short, that losing the dams at this point would be catastrophic. In fact, Senator Murray's recommendations went beyond recognizing the importance of the dams for the present: She did not recommend dam removal in the future, either. Senator Murray and Governor Inslee acknowledged that there are other important ways in which we can help salmon, which is something we've been saying for years. It was vindicating that two senior policymakers examined the issues and agreed with us on our key points.

For us, this moment is pivotal. For all intents and purposes, Senator Murray's opposition to dam removal means that Congress will not take steps to deauthorize these federal dams, which is a major win for the region.

**Hydro Leader:** Did the Murray-Inslee report directly cite your report or reflect the effects of your campaign?

**Kurt Miller:** They released a research report along with their official recommendation. Our power supply replacement study was included in the research report. They did not refer to it in their recommendations, but as I said, the arguments we were making were strongly reflected in their final recommendations.

**Hydro Leader:** Have you been able to directly gauge the effects of your public-facing campaign?

**Kurt Miller:** We haven't conducted a post-campaign poll, but as I mentioned, our earlier public opinion research showed that the more people know about hydropower, the more they support it, and our campaign definitely got the word out!

Also, over a thousand people wrote letters to Senator Murray and Governor Inslee through our website, which was more than we had envisioned, and we know that many more people wrote to them directly. We also heard from policymakers that their respective constituencies became very engaged in the issue. We feel like all signs point to the conclusion that our campaign made a significant difference.


**Hydro Leader:** Drawing on this experience, do you have any advice for other organizations, whether regional or national, about how to carry out a successful one?

**Kurt Miller:** First of all, it's hard work, but worthwhile. It's hard because the opposition is good at what it does. They are excellent fundraisers and storytellers, and they are strategic with their grassroots efforts. We can't expect to have success in the public policy sphere unless we can match them in all those areas. My advice is that the prohydropower community follow these best practices, just as we have done.

**Hydro Leader:** What is your vision for the future?

**Kurt Miller:** My vision is that with continued advocacy and education, the public will come to better understand hydropower's contribution to ensuring a safe, reliable, clean, and equitable energy future. If we can get the word out, hydropower will have a bright future!

Organizationally, one of our goals is to get more involved with the K-12 education system by introducing clean energy into science curricula. There's a lot more that we can do in terms of community organizing. We want to continue to model the best practices of advocacy organizations and to grow in effectiveness.

As a result of our efforts, we have added quite a few members over the past year who believe in what we're doing. The more supporters we can gain, the more effective we will be. I think success builds on itself, and we have a chance to continue to expand and do good things for our member communities. 



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