



**Mason County PUD No. 1
Regular Board Meeting
February 10, 2026
1:00 p.m.**

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

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

1) Call the Regular Meeting to Order

2) 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.*

3) Consent Agenda

Minutes: January 27, 2026 Regular Meeting

Disbursements:	Accounts Payable Wire	\$ 208,331.60
	Check Nos. 127858-127941	\$1,083,734.73
	Payroll Wire	\$ 105,545.95

Grand Total **\$1,397,612.30**

4) Business Agenda

- Fire District/Hydrants Presentation by Madison Duncan, Water Engineering/GIS Technician
- Authorize the GM to sign the Grant Agreement with Dept. of Ecology for Pole Yard Project
- Approve 2026 Prequalified Electrical Contractors Roster

5) Staff Reports

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

6) Correspondence

7) Board Comments

8) Other Business/Public Comment

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

10) Adjourn

2026 Calendar

Feb 11-13	WPUDA Association Meeting	Olympia
Feb 11	WPUDA PUD Day on the Hill	Olympia
Feb 23-26	APPA/WPUDA Legislative Rally	Washington D.C.
March 4-5	Public Power Council	Portland
Mar 18-20	WPUDA Association Meeting	Olympia
Mar 27	WPUDA Water Committee/WWUC	Vancouver
April 1-2	Public Power Council	Portland
Apr 29-May 1	WPUDA Annual Conference	Suquamish
May 6-7	Public Power Council	Portland
May 14	WPUDA Strategic Planning Committee	Olympia
May 18-21	NWPPA Annual Conference	Spokane
May 29	Water Committee/WWUC	Olympia
June 3-4	Public Power Council	Portland
June 26-July 1	APPA National Conference	Boston, MA
July 15-17	WPUDA Association Meeting	TBD
August 5-6	Public Power Council	Portland
September 2-3	Public Power Council	Portland
Sep 16-18	WPUDA Association Meeting	TBD
Sep 30-Oct 2	WPUDA Water Workshop	Wenatchee
October 7-8	Public Power Council	Portland
Oct 15	WPUDA Budget Committee	Olympia
November 4	Public Power Council Town Hall	Portland
November 5	Public Power Council Annual Meeting	Portland
Nov 18-20	WPUDA Association Meeting	Olympia



Mason County Public Utility District No. 1
Board of Commissioners Regular Board Meeting
January 27, 2026, Potlatch, Washington

Present:

Ron Gold, President
Mike Sheetz, Vice President
Jack Janda, Board Secretary (Zoom)
Kristin Masteller, General Manager
Katie Arnold, District Treasurer
Brandy Milroy, Water Resource Manager
Rob Johnson, Legal Counsel
Cloey Fletcher, Administrative Assistant Intern

Visitors: Jan Morris, Hoodsport Customer
Michael, Via Zoom

CALL TO ORDER: Ron called the regular meeting to order at 1:00 p.m.

PUBLIC COMMENT: No public comment. Jan and Michael were welcomed to the meeting.

APPROVAL OF CONSENT AGENDA:

Minutes:	January 13, 2026 Regular Meeting		
Disbursements:	Accounts Payable Wire		\$ 111,230.41
	Check Nos. 127820-127842		\$ 309,353.40
	Check Nos. 127844-127819		\$ 571,761.44
	Payroll Wire		\$ 107,755.73
	Check Nos. 127710		\$ 2,162.79
Grand Total			\$1,102,218.77

Jack made a motion to approve the consent agenda as presented, Mike seconded the motion. It passed unanimously.

Business Agenda:

December 2025 Financials– Katie presented the December 2025 financial report.

Financial Highlights:

- Revenue – Gross Revenue was \$1,625,432 the month of December 2025.
- Expenditures –Gross expenditures were \$1,515,426 for the month of December 2025.
- As of December, the PUD has \$1,020,605 grant reimbursements outstanding for ongoing projects, which is an equivalent of about 35 days of our cash on hand.

Financial Metrics as Compared with Prior Year:	December 2025	December 2024
Total General Cash and Investments	\$837,714	\$856,273



Mason County Public Utility District No. 1
Board of Commissioners Regular Board Meeting
January 27, 2026, Potlatch, Washington

Current Ratio (Current Assets/Current Liabilities)	1.35 to 1	1.50 to 1
Debt Service Coverage (O&M/ Debt Service)	3.27	3.15
Long-Term Debt to Net Plant	18%	22%
Total Debt to Equity Ratio (Total Liabilities/Total Equity)	37%	34%
Long Term Debt to Equity Ratio (Long Term Debt / Total Equity)	23%	26%
Times Interest Earned Ratio (Earnings before Interest & Taxes/Total Interest)	4.39	5.26
Cash on Hand (Total Available Cash/Average Daily Costs)	31 Days (General) 153 Days (All Funds)	32 Days (General) 125 Days (All Funds)

Approval of Claim for Damages-Drenckpohl– Jack made a motion to approve the Claim for Damages for Drenckpohl. Mike seconded the motion. It passed unanimously.

Staff Reports –

General Manager – Cloey Fletcher was introduced to the board. Cloey is a senior at Mary M. Knight High School and a Running Start student. She is one of two interns performing administrative assistant support for the management team. Kristin reported that and Liz Anderson from WPUDA had a meeting with PUDs and other public power utilities to see if they were also having problems with Lumen, which they stated they have. Together they have drafted a letter to the Lumen legal team to try to address the noncompliance issues. The consortium of utilities will be checking back in with them in March to see if there is any progress. Kristin also shared that the PUD received additional funding for Jorstad Substation.

District Treasurer – Katie gave an update on the December 2025 FEMA disaster declaration and is working with WA State Emergency Management division for our storm reimbursement request.

Water Resource Manager – Brandy reported that both Madison and Kobe have passed their certifications. Madison is now a Cross Connection Control Specialist and Kobe is a Water Distribution Manager 1. She gave an update on the Manzanita water storage project. She also gave an update on the Shadowood system improvements project.

Legal Counsel – No report.

Correspondence – Kristin shared a letter from Jefferson County PUD thanking PUD 1 crews on mutual aid in Jefferson County. She also shared written testimony and comments from this legislative session that she submitted on behalf of Mason PUD 1.

Board Reports –

Mike – Mike attended PPC online.

Jack – Jack gave an update on Energy Northwest’s Small Modular Reactor project.

Ron – Attended the Hood Canal Coordinating Council meeting last week for their 2026 projects.



Mason County Public Utility District No. 1
Board of Commissioners Regular Board Meeting
January 27, 2026, Potlatch, Washington

PUBLIC COMMENT – None.

EXECUTIVE SESSION – None.

Adjournment: 2:02 p.m.

Ron Gold, President

Mike Sheetz, Vice President

Jack Janda, Secretary

Accounts Payable

Check Register

01/23/2026 To 02/05/2026

Bank Account: 4 - UMPQUA BANK - DISTRICT

Check / Date Tran	Pmt Type	Vendor	Vendor Name	Reference	Amount
1398 01/23/2026	WIRE	WASH 3	WA DEPT OF REVENUE	EXCISE TAX	61,717.20
1400 01/28/2026	WIRE	WASH 22	WASHINGTON STATE DEPT OF REVENUE	2025 4TH QUARTER LEASEHOLD	33,734.72
1401 01/30/2026	WIRE	WASH 25	WASHINGTON STATE EMPLOYMENT SEC	2025 4TH QUARTER WA CARES PREMIUM	1,536.52
1403 02/02/2026	WIRE	WASH 4	WA EMPLOYMENT SECURITY	2025 4TH QTR FMLA	5,174.86
1405 02/02/2026	WIRE	IRS	WEST COAST BANK	FEDERAL TAX LIABILITY	45,797.19
1406 02/02/2026	WIRE	HRA	HRA VEBA TRUST CONTRIBUTI	VEBA MEDICAL SAVINGS	5,504.85
1407 02/02/2026	WIRE	WASH 1	WA DEPT OF RETIREMENT SYS	STATE RETIREMENT - PLAN 2	16,380.87
1408 02/02/2026	WIRE	WASH 7	WA STATE TREAS-MS: PO-11	DEFERRED COMPENSATION	14,067.01
1409 02/02/2026	WIRE	DSHS	DSHS	DEPARTMENT OF SOCIAL HEALTH SERVICES	241.45
1411 02/03/2026	WIRE	CUSTOM TRUCK	CUSTOM TRUCK CAPITAL	VEHICLE #88-CONTRACT PAYMENT	8,801.37
1412 02/02/2026	WIRE	DEPT10	DEPARTMENT OF LABOR & INDUSTRIES	4TH QUARTER 2025	15,375.56
4998 01/27/2026	DD	ROHLIN	ROHLINGER ENTERPRISES INC	RUBBER GLOVES, GLOVE BAG, & TEST GLOVES	0.00
127858 01/23/2026	CHK	66	KIMLEY-HORN AND ASSOCIATES, INC	CANAL VIEW WATER SYSTEM	4,720.00
127859 01/23/2026	CHK	PITENY BOWES	PITNEY BOWES GLOBAL FINANCIAL SERV	QTRLY MAILING MACHINE & SCALE-LEASE FEES	413.79
127860 01/23/2026	CHK	SHELTON LOCK	SHELTON LOCK & KEY	(10)RESTRICTED CSA-DND KEYS	95.29
127861 01/23/2026	CHK	VERIZO	VERIZON WIRELESS	ISLAND LAKE MANOR, BEL AIRE,& SHADOWOOD	75.06
127862 01/23/2026	CHK	2	BRADLEY APPLEMAN	INACTIVE REFUND	57.61
127863 01/23/2026	CHK	2	ROBBIN DUNN	INACTIVE REFUND	51.87
127864 01/23/2026	CHK	2	BODYN LOCKETT	INACTIVE REFUND	85.68
127865 01/27/2026	CHK	A WORKSAFE	A WORKSAFE SERVICE, INC	DOT & URINE SPECIMEN-PHENIX OLEACHEA	76.00
127866 01/27/2026	CHK	CAROW	CAROW, CINDI	MONTHLY REIMBURSEMENT	397.51
127867 01/27/2026	CHK	MUNCHR	MUNCH, ROY	MONTHLY REIMBURSEMENT	886.57
127868 01/27/2026	CHK	CUSTOM TRUCK	CUSTOM TRUCK CAPITAL	SETUP AUTOMATIC WITHDRAWAL	0.01 VOID
127869 01/27/2026	CHK	2M COMPANY	2M COMPANY INC	WATER INVENTORY PARTS	242.67
127870 01/27/2026	CHK	ALPHA NW	ALPHA NW	ELECTRIC NON INVENTORY PARTS	994.15
127871 01/27/2026	CHK	APEX	APEX ENGINEERING	HARSTENE RETREAT WSP	2,082.50
127872 01/27/2026	CHK	BUILDERS	BUILDERS FIRSTSOURCE, INC	ELECTRIC NON INVENTORY PARTS	133.81
127873 01/27/2026	CHK	CORIROSSI, COLE	COLE CORIROSSI	BALANCE OF CLOTHING ALLOWANCE	100.69
127874 01/27/2026	CHK	DJ'S ELECTRICAL	DJ'S ELECTRICAL INC	FEMA S25 TO S77 PROJECT	160,350.20
127875 01/27/2026	CHK	DON SMALL & SONS	DON SMALL & SONS OIL DIST	UNLEADED & DIESEL	1,998.35
127876 01/27/2026	CHK	FICS	FASTENAL COMPANY	SHOP SUPPLIES	290.67
127877 01/27/2026	CHK	HD FOWL	HD FOWLER COMPANY	WATER NON INVENTORY PARTS	3,103.08
127878 01/27/2026	CHK	SPIKES	SPIKES HYDRAULICS & EQUIP	EQUIPMENT #104A-PARTS	361.33
127879 01/27/2026	CHK	WILSON BO	THE WILSON BOHANNAN PADLOCK COMP	(48) MONOGRAM PADLOCKS	811.63
127880 01/27/2026	CHK	USDA	USDA FOREST SERVICE	ANNUAL LAND USE FEE -HOODSPORT WATER	150.00
127881 01/27/2026	CHK	WPUDA	WASHINGTON PUD ASSOC.	POWER LUNCH-2/12/26 (MIKE S)	25.00
127882 01/27/2026	CHK	WEST	WEST COAST MOBILE EQUIPMENT REPAIR	VEHICLE #44-REPLACED BATTERY	233.49
127883 01/27/2026	CHK	NAPA AUTO PART	WESTBAY NAPA AUTO PARTS	VEHICLE #44-CORE DEPOSIT	40.90
127884 01/27/2026	CHK	CITI CARDS	CITI CARDS	MONTHLY CREDIT CARD ENDING IN #4326	29,776.31
127885 01/28/2026	CHK	ANIXTER	ANIXTER INC	refund on inv#6507279-02 \$12,599.66	0.01 VOID
127886 01/31/2026	CHK	WASH 8	WASHINGTON STATE	JANUARY 2026-HEALTH, DENTAL, & LTD	61,095.49

127887	01/31/2026	CHK	HOLT SERVICES	HOLT SERVICES INC	DECOMMISSION (4) WELLS	1,925.00
127888	01/05/2026	CHK	XYLEM, LLC	XYLEM TREE EXPERTS	2025 VEGETATION MANAGEMENT	358,767.50
127889	02/02/2026	CHK	AFLAC	AFLAC	SUPPLEMENTAL INSURANCE	358.74
127890	02/02/2026	CHK	US BANK-CCC	CORPORATE PAYMENT SYSTEMS	CREDIT CARD STATEMENT4484 7345 5001 2554	24,369.04
127891	02/02/2026	CHK	DAY	DAY WIRELESS SYSTEMS	MONTHLY BILLING-(40)RADIOS	2,266.04
127892	02/02/2026	CHK	GEOSYNTEC	GEOSYNTEC CONSULTANTS, INC	UNION REGIONAL GW MODEL WORK PLAN	2,888.25
127893	02/02/2026	CHK	HDFOWL	HD FOWLER COMPANY	REFUND-WATER NON INVENTORY PARTS	156.66
127894	02/02/2026	CHK	POMP'S	POMP'S TIRE SERVICE INC	VEHICLE #81-NEW TIRES	3,972.84
127895	02/02/2026	CHK	34	WASHINGTON ALARM, INC	MONTHLY BILLING - SECURITY SYSTEM SHOP	236.22
127896	02/02/2026	CHK	WATERPAK	WATERPAK	ANNUAL DUES	50.00
127897	02/02/2026	CHK	WSP	WSP USA, INC	MANZANITA SUBSTATION ENGINEERING & TEST	2,844.16
127898	02/02/2026	CHK	IBEW	IBEW LOCAL UNION #77	UNION DUES	1,208.58
127899	02/02/2026	CHK	PUDEMP	PUD #1 EMPLOYEE FUND	EMPLOYEE FUND	220.00
127900	02/03/2026	CHK	2	RICHARD N DRENCKPOHL	CLAIM FOR DAMAGES	434.39
127901	02/04/2026	CHK	2M COMPANY	2M COMPANY INC	WATER NON INVENOTRY PARTS	5,389.28
127902	02/04/2026	CHK	BRUCE TITUS FOR	BRUCE TITUS FORD	VEHICLE #64-ENGINE COOLING SYSTEM	2,741.92
127903	02/04/2026	CHK	CRC	COOPERATIVE RESPONSE CENTER, INC	AFTER HOURS ANSWERING SERVICE	2,381.67
127904	02/04/2026	CHK	DAY	DAY WIRELESS SYSTEMS	20'MULTI-BAND DIVERSITY ANTENNA	303.84
127905	02/04/2026	CHK	DON SMALL & SON	DON SMALL & SONS OIL DIST	UNLEADED & DIESEL	2,509.72
127906	02/04/2026	CHK	EXCELSIOR CLEAN	EXCELSIOR CLEANING	MONTHLY JANITORIAL SERVICES	1,282.50
127907	02/04/2026	CHK	GORDON TRUCK	FREIGHTLINER NORTHWEST OLYMPIA	VEHICLE #81 & #82-LUBE FILTER	396.92
127908	02/04/2026	CHK	GE SOFTWARE	GE SOFTWARE INC DBA EKOS	EKOS FUEL SITE MODULE	80.00
127909	02/04/2026	CHK	GENPAC	GENERAL PACIFIC INC	ELECTRIC INVENTORY PARTS-(1)50KVA OH	4,835.96
127910	02/04/2026	CHK	GOLDSTREET	GOLDSTREET DESIGN AGENCY, INC.	WEBSITE HOSTING	60.00
127911	02/04/2026	CHK	GRAYJU	GRAY, JULIE	MONTHLY REIMBURSEMENT-#789026094340	5.71
127912	02/04/2026	CHK	HOODCA	HOOD CANAL COMMUNICATIONS	INTERNET, IT, ALARM DIALER, & TELEPHONE	5,907.71
127913	02/04/2026	CHK	HOOD CANAL	HOOD CANAL MARKET FRESH	BOTTLED WATER	866.75
127914	02/04/2026	CHK	JMG CONST	JMG CONSTRUCTORS, LLC	SHADOWOOD WATER SYSTEM IMPROVEMENTS	369,812.63
127915	02/04/2026	CHK	MASON7	MASON COUNTY AUDITOR	(6)UTILITY EASEMENTS	1,827.00
127916	02/04/2026	CHK	MASON CO GARB	MASON COUNTY GARBAGE	MONTHLY GARBAGE CHARGES	1,018.58
127917	02/04/2026	CHK	SHEL 2	MASON COUNTY JOURNAL	PUBLIC NOTICE AD-WATER TESTING LABORATOR	320.00
127918	02/04/2026	CHK	MTN2COAST	MTN2COAST, LLC	BAY EAST WATER-SURVEYOR	270.00
127919	02/04/2026	CHK	NWSS	NORTHWEST SAFETY SERVICE LLC	SAFETY TRAINING	1,136.25
127920	02/04/2026	CHK	PINNACLE	PINNACLE INVESTIGATIONS CORP	PHENIX BACKGROUND CHECK	59.71
127921	02/04/2026	CHK	POMP'S	POMP'S TIRE SERVICE INC	VEHICLE #82-NEW TIRES	3,855.46
127922	02/04/2026	CHK	RICOH USA	RICOH USA, INC.	BALANCE OWING ON PREVIOUS INVOICE	535.62
127923	02/04/2026	CHK	SHEETZ, MIKE	MIKE SHEETZ	TRAVEL EXPENSE REIMBURSEMENT	11.20
127924	02/04/2026	CHK	SPECTRA LAB	SPECTRA LABORATORIES - KITSAP, LLC	LEAD, COPPER, & TOTAL COLIFORM TESTING	3,062.50
127925	02/04/2026	CHK	SHOP	THE SHOPPER'S WEEKLY	BUSINESS CARDS-JOSH	628.33
127926	02/04/2026	CHK	TOZIER	TOZIER BROS, INC	ARCADIA ESTATES WATER-BOOSTER PUMP	137.71
127927	02/04/2026	CHK	UTILII	UTILITIES UNDERGROUND LOCATION CEN	MONTHLY ELECTRIC LOCATES	106.65
127928	02/04/2026	CHK	VERIZO	VERIZON WIRELESS	MONTHLY TABLETS & (4) CELLULAR CHARGES	562.55
127929	02/04/2026	CHK	WEST	WEST COAST MOBILE EQUIPMENT REPAIR	VEHICLE #83-CHECK TRUCK FOR DAMAGE	1,492.67
127930	02/04/2026	CHK	NAPA AUTO PART	WESTBAY NAPA AUTO PARTS	VEHICLE #65,#81, #82, & #79-CABIL FILTER	302.49
127931	02/04/2026	CHK	2	CONSUMERS POWER, INC.	NISC NW USERG GROUP- 3/17 & 3/18 LISA	250.00
127932	02/05/2026	CHK	37	JORDAN ADAMS	REIMBURSE-DOT EXAM	175.00
127933	02/05/2026	CHK	CASCA1	CASCADE COLUMBIA DIST.CO.	HASA MULTICHLORINE	1,140.27
127934	02/05/2026	CHK	COLONI	COLONIAL LIFE INSURANCE	SUPPLEMENTAL INSURANCE	601.89
127935	02/05/2026	CHK	HOODSPORT ACE	HOODSPORT ACE & LUMBER	INVOICE PAID TWICE-CK#127561 & #127698	22.48
127936	02/05/2026	CHK	40	ERIC JOHNSON	2026 ERWOW CONFERENCE-TRAVEL PER DIEM	209.00
127937	02/05/2026	CHK	MENARD CONSUL	MENARD CONSULTING, INC	GASB 75 ROLL-FORWARD CACULATION FOR 2025	300.00
127938	02/05/2026	CHK	OGG, GARET	GARET OGG	2026 ERWOW ANNUAL CONFERENCE-TRAVEL PER	209.00

127939	02/05/2026	CHK	PLATT ELECTRIC	PLATT	ELECTRIC NON INVENTORY PARTS	327.36
127940	02/05/2026	CHK	46	KOBE VIND	2026 ERWOW CONFERENCE-TRAVEL PER DIEM	209.00
127941	02/05/2026	CHK	WEST	WEST COAST MOBILE EQUIPMENT REPAIR	VEHICLE #45-BLOWER MOTOR RESISTOR	42.33
Total Payments for Bank Account - 4 :						(93) 1,292,066.33
Total Voids for Bank Account - 4 :						(2) 0.02
Total for Bank Account - 4 :						(95) 1,292,066.35

PARAMETERS ENTERED:

Check Date: 01/23/2026 To 02/05/2026
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

/pro/rpttemplate/acct/2.64.1/ap/AP_CHK_REGISTER.xml.rpt

02/04/2026

10:00:42 AM

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GENERAL LEDGER

TRANSACTION DETAIL

FEB 2026 To FEB 2026

Date	Journal Description	Actv BU Project	Mod	Jrnl Reference	
				Code	
Account: 0 131.2 CASH-GENERAL FUND (DISTRICT)					
02/02/26	95426 Check Print	0	PL	2 PAYROLL	105,545.95

PARAMETERS ENTERED:

Division: All

Accounts: 0 131.2

Department: All

Activity: All

Sort By: Div/Acct

Date Selection: Period

Period: FEB 2026 To FEB 2026

Module: PL

Journal Activity: All

Accounts With No Transactions: Yes

Extended Reference: No

Interface Detail: No

Group by Department: Yes



Agreement No. OTGP-2026-MCPUD1-00121

ONE TIME GRANT PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

MASON COUNTY PUBLIC UTILITY DISTRICT NO 1

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and Mason County Public Utility District No 1, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Mason Pole Yard VCP Closure Steps
Total Cost:	\$60,000.00
Total Eligible Cost:	\$60,000.00
Ecology Share:	\$60,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	01/20/2026
The Expiration Date of this Agreement is no later than:	12/31/2026
Project Type:	Ecology Grant

Project Short Description:

The RECIPIENT will complete several activities to support a request for a Voluntary Cleanup Program (VCP) No Further Action opinion for the Mason Pole Yard site (CSID 15268/FSID 95581) located at 620 N Powerhouse Rd in Mason County. The Site is a former laydown area for treated wood power poles where releases of polycyclic aromatic hydrocarbons and dioxins/furans have been detected in shallow soils above cleanup levels.

Project Long Description:

The Mason Pole Yard Site is located on U.S. Highway 101 approximately 2.5 miles south of Hoodspport and is listed on the ECOLOGY Contaminated Sites List as Cleanup Site ID (CSID) 15268 and Facility/Site ID (FSID) 95581. The property is owned by Tacoma Power however the RECIPIENT has taken responsibility of cleanup efforts at the Site. The Site is currently enrolled in ECOLOGY’s Voluntary Cleanup Program (VCP) and the RECIPIENT plans to request a No Further Action (NFA) determination through the VCP in accordance with the

Agreement No: OTGP-2026-MCPUD1-00121

Project Title: Mason Pole Yard VCP Closure Steps

Recipient Name: Mason County Public Utility District No 1

requirements of the Model Toxics Control Act (MTCA).

The Site is a former laydown area for treated wood power poles where releases have resulted in concentrations of polycyclic aromatic hydrocarbons and dioxins/furans in soils above MTCA soil cleanup levels. Previous cleanup activities at the Site have included extensive soil and groundwater sampling and targeted removal of impacted soils. An area background study was conducted to determine if dioxins/furans in soils are the result of area-wide contamination, rather than Site activities. However, the results of that study confirmed that contamination cannot be considered area background.

This agreement will support the next phase of work which will ultimately prepare the RECIPIENT for requesting a future VCP opinion. This agreement supports the following:

- Conduct a Net Environmental Benefits Analysis to weigh the advantages of active remediation of dioxins/furans in soil against the impact that cleanup work might have on potentially valuable ecological receptor habitat.
- Draft and file an environmental covenant with Mason County that outlines the Site conditions and use restrictions.
- Submit all previously collected Site environmental data to ECOLOGY's Environmental Information Management (EIM) database.

Overall Goal:

Complete a Net Environmental Benefits Analysis, prepare an environmental covenant that documents site conditions and use limitations, and upload all sampling data to EIM.

Agreement No: OTGP-2026-MCPUD1-00121

Project Title: Mason Pole Yard VCP Closure Steps

Recipient Name: Mason County Public Utility District No 1

RECIPIENT INFORMATION

Organization Name: Mason County Public Utility District No 1

Federal Tax ID: 91-6001048

Mailing Address: 21971 N Highway 101
Shelton, WA 98584Physical Address: 21971 N Highway 101
Shelton, Washington 98584

Organization Email: jamesr@mason-pud1.org

Organization Fax: (360) 877-5339

Contacts

Project Manager	Kristin Masteller General Manager 21971 N Highway 101 Shelton, Washington 98584 Email: kristinm@mason-pud1.org Phone: (360) 877-5249
Billing Contact	Katie Arnold Director of Business Services 21971 N Highway 101 Shelton, Washington 98584 Email: karnold@mason-pud1.org Phone: (360) 877-5249
Authorized Signatory	Kristin Masteller General Manager 21971 N Highway 101 Shelton, Washington 98584 Email: kristinm@mason-pud1.org Phone: (360) 877-5249

Agreement No: OTGP-2026-MCPUD1-00121

Project Title: Mason Pole Yard VCP Closure Steps

Recipient Name: Mason County Public Utility District No 1

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Toxics Cleanup
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Toxics Cleanup
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Ali Furmall 4601 N Monroe Street Spokane, Washington 99205-1295 Email: afur461@ecy.wa.gov Phone: (509) 655-0538
Financial Manager	Steph Harper 4601 N Monroe Street Spokane, Washington 99205-1295 Email: STHA461@ecy.wa.gov Phone: (509) 425-2016

Agreement No: OTGP-2026-MCPUD1-00121
Project Title: Mason Pole Yard VCP Closure Steps
Recipient Name: Mason County Public Utility District No 1

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

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

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

Mason County Public Utility District No 1

DocuSigned by:
By: Nhi Irwin 2/4/2026
3BFAC62599A84A9...

DocuSigned by:
By: Kristin Masteller 2/4/2026
A4DB71146C684B4...

Nhi Irwin
Toxics Cleanup
Program Manager
Date

Kristin Masteller
General Manager
Date

Template Approved to Form by
Attorney General's Office

Agreement No: OTGP-2026-MCPUD1-00121

Project Title: Mason Pole Yard VCP Closure Steps

Recipient Name: Mason County Public Utility District No 1

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$43,000.00

Task Title: Net Environmental Benefits Analysis – J004

Task Description:

RECIPIENT will conduct a Net Environmental Benefits Analysis (NEBA) and prepare a NEBA memorandum, which will document all analyses, evaluations, and conclusions described herein.

RECIPIENT will conduct a desktop review to identify habitat types and wildlife species that may be present at the Site. The review will include a review of state and federal databases listing the distribution and habitat for threatened and endangered species.

Evaluation should focus on wildlife receptors since plants and invertebrates are relatively insensitive to dioxins/furans compared to wildlife.

RECIPIENT will perform a Site visit by a field biologist to verify desktop findings and document existing ecological conditions. The Site visit will include documentation of flora and fauna and consider if the site is used or can be potentially used by:

- A threatened or endangered species protected under the Federal Endangered Species Act; or
- A “priority species” or “species of concern” designated under Title 77 RCW; or
- A plant species classified as “endangered,” “threatened,” or “sensitive” under Title 79 RCW.

RECIPIENT will perform a depth-weighted receptor exposure adjustment calculation for dioxin/furans performed using existing soil samples. RECIPIENT will integrate the results of the desktop review, Site visit, and exposure analysis to evaluate the advantages of active remediation of dioxins/furans in soil against the impact that cleanup work might have on potentially valuable ecological receptor habitat.

Task Goal Statement:

The goal is to complete a Net Environmental Benefits Analysis to weigh the advantages of active remediation of dioxins/furans in soil against the impact that cleanup work might have on potentially valuable ecological receptor habitat.

Task Expected Outcome:

Completed NEBA analysis documented in a memorandum in support of a request for a NFA opinion.

Recipient Task Coordinator: Kristin Masteller

Net Environmental Benefits Analysis – J004

Deliverables

Number	Description	Due Date
1.1	Draft NEBA memorandum, for ECOLOGY review, uploaded to EAGL 120 days after grant execution.	
1.2	Final NEBA memorandum, included ECOLOGY’s comments on the draft, uploaded to EAGL 30 days after receiving ECOLOGY’s comments	

Agreement No: OTGP-2026-MCPUD1-00121
 Project Title: Mason Pole Yard VCP Closure Steps
 Recipient Name: Mason County Public Utility District No 1

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$12,000.00

Task Title: Preparation of draft Environmental Covenant – J006

Task Description:

RECIPIENT will prepare a draft environmental covenant (EC) using ECOLOGY's guidance and template for establishing environmental covenants under the Model Toxics Control Act (Procedure 440A, currently under revision). The draft will not include a title search, which will eventually be required to confirm recorded interests in the property prior to finalizing the covenant. The title search must be less than six months old to ensure it reflects the current status of the property. RECIPIENT will request a title search after the covenant has been agreed to in principle by all shareholders and the NFA is imminent. As such, direct costs for the title search are not included in this Task budget but may be added through a formal amendment, if sufficient funds are available.

RECIPIENT will submit the draft Environmental Covenant to ECOLOGY and the property owner, Tacoma Power, for review.

Task Goal Statement:

RECIPIENT will prepare a draft environmental covenant documenting property use restrictions and institutional and engineering controls.

Task Expected Outcome:

A draft environmental covenant that can be finalized in preparation for issuance of NFA opinion.

Recipient Task Coordinator: Kristin Masteller

Preparation of draft Environmental Covenant – J006

Deliverables

Number	Description	Due Date
2.1	Draft environmental covenant, for ECOLOGY and Tacoma Power review, submitted 120 days after grant execution	
2.2	Updated draft environmental covenant, including ECOLOGY and Tacoma Power comments, uploaded to EAGL 30 days after receiving ECOLOGY'S comments.	

Agreement No: OTGP-2026-MCPUD1-00121

Project Title: Mason Pole Yard VCP Closure Steps

Recipient Name: Mason County Public Utility District No 1

SCOPE OF WORK

Task Number: 3

Task Cost: \$5,000.00

Task Title: EIM upload of previously collected data – J003

Task Description:

RECIPIENT will submit all environmental sampling data previously collected at the Site to ECOLOGY's Environmental Information Management (EIM) database for ECOLOGY review and verification. A complete EIM submittal is required to receive a No Further Action opinion from ECOLOGY's Voluntary Cleanup Program.

After submitting data to the EIM database, RECIPIENT will be responsible for responding to and addressing any edits or revisions requested by ECOLOGY.

Task Goal Statement:

The goal of this task is for all data previously collected for the Mason Pole Yard site to be uploaded into ECOLOGY's EIM database.

Task Expected Outcome:

All environmental data uploaded successfully to EIM in preparation for the NFA.

Recipient Task Coordinator: Kristin Masteller**EIM upload of previously collected data – J003****Deliverables**

Number	Description	Due Date
3.1	All previously collected environmental sampling data will be submitted to ECOLOGY's EIM database, for review by ECOLOGY, sixty (60) days prior to the close of the agreement.	
3.2	RECIPIENT will respond to all edits to the data at least one (1) week prior to the close of the agreement.	

Agreement No: OTGP-2026-MCPUD1-00121

Project Title: Mason Pole Yard VCP Closure Steps

Recipient Name: Mason County Public Utility District No 1

BUDGET**Funding Distribution EG260545**

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Mason Pole Yard Project

Funding Type: Grant

Funding Effective Date: 01/20/2026

Funding Expiration Date: 12/31/2026

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA) TCP

Fund: FD

Type: State

Funding Source %: 100%

Description:

Approved Indirect Costs Rate: Approved State Indirect Rate: 25%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Mason Pole Yard Project	Task Total
Net Environmental Benefits Analysis – J004	\$ 43,000.00
Preparation of draft Environmental Covenant – J006	\$ 12,000.00
EIM upload of previously collected data – J003	\$ 5,000.00

Total: \$ 60,000.00

Agreement No: OTGP-2026-MCPUD1-00121

Project Title: Mason Pole Yard VCP Closure Steps

Recipient Name: Mason County Public Utility District No 1

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Mason Pole Yard Project	0.00 %	\$ 0.00	\$ 60,000.00	\$ 60,000.00
Total		\$ 0.00	\$ 60,000.00	\$ 60,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS**GENERAL FEDERAL CONDITIONS**

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/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 RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. 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.
4. The RECIPIENT/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.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

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Project Title: Mason Pole Yard VCP Closure Steps

Recipient Name: Mason County Public Utility District No 1

EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/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.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment,

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systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT 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 the Agreement, 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.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

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

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - 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.
 - * 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).

Agreement No: OTGP-2026-MCPUD1-00121

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Recipient Name: Mason County Public Utility District No 1

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

RECIPIENT 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 Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who 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 Agreement, 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 the ECOLOGY Program.
- 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.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you 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>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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Mason Pole Yard VCP Closure Steps

Recipient Name:

Mason County Public Utility District No 1

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

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. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the

Agreement No: OTGP-2026-MCPUD1-00121

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review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the 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) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT 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>. RECIPIENT, 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.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

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

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress

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reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

State of Washington Department of Ecology

Agreement No: OTGP-2026-MCPUD1-00121

Project Title: Mason Pole Yard VCP Closure Steps

Recipient Name: Mason County Public Utility District No 1

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. 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, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: OTGP-2026-MCPUD1-00121

Project Title: Mason Pole Yard VCP Closure Steps

Recipient Name: Mason County Public Utility District No 1

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. 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.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. 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.

Non-Allocation of Funds. 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 the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or 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 or 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 RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

Agreement No: OTGP-2026-MCPUD1-00121

Project Title: Mason Pole Yard VCP Closure Steps

Recipient Name: Mason County Public Utility District No 1

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

2026 Prequalified Contractor Roster

#	CONTRACTOR	Primary Contact	Phone	Email	MAXIMUM BID SINGLE/AGGREGATE
1	Olympic Electric	Casey Alm	360-457-5303	caseya@olympicelectric.net	\$10M/25M
2	JACO Power Services	Shannon Smith	509-787-1518	jacosestimating@aecon.com	\$1.7B/6B
3	Wright Tree	Adam Larson	515-277-6291	contractadmin@wrighttree.com	\$15M/300M
4	RiverLine Power	Casey Luce	360-957-1947	caseyl@riverlinepower.com	\$6M/10M
5	DJs Electric	John Cichosz	360-907-8632	bids@diselectrical.com	\$30M/40M
6	Cannon Constructors	Rick Ingram	253-922-2787	CTR@teamcannon.com	\$100M/500M
7	Michels Pacific Energy	Julie Mardis	360-236-0472	mpebids@michels.us	\$500M/4B
8	HenkelsMckoy	Ashley Byrns	909-992-8140	abyrns@henkelswest.com	\$500M/4B
9	Salish Construction	Robert Gunter	253-720-5483	rgunter@salishelectric.com	\$4M/8M
10	Wolf Line Construction	Jim McAdams	208-204-2145	jmcadams@wolflineconst.com	\$50M/100M
11	Magnum Power	Dan Ritola	360-967-2180	bids@magnumpower.com	\$7.5M/15M
12	Sturgeon Electric	Holly Dodge	503-661-1568	sturgeonbidsnw@mygroup.com	\$200M/800M
12	Robinson Bros Const	Cindy Moudy	360-576-5359, x241	bids@rbc-utility.com	\$100M/500M
13	Potelco	Kenna Renfrow	253-208-7300	krenfrow@potelo.net	\$100M/500M
14	Xylem	Caitlin Knox	425-334-5572	caitlin@kempwest.com	\$50M/100M

PUD1 Intern

From: PUD1Intern@mason-pud1.org
Subject: FW: correspondence

Economic Development Council of Mason County's Post



Economic Development Council of Mason County

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MasonEDC is proud to partner with [Mary M. Knight](#) School District on its new Pathway to Employment Program. Through this exciting initiative, upperclassmen who meet the program's standards earn a Pathway to Employment Certificate. When presented to participating local employers, this certificate guarantees students an interview for entry level positions.

"When a student presents a Pathway to Employment Card, it signals that they have met rigorous expectations and are prepared to enter the workforce with confidence."

To read more about this new program, please visit: <https://www.marymknight.com/.../cte-career-technical...>

We would like to thank the following confirmed participating employers for investing in Mason County's future workforce: [Mason Health](#) , [Mason County PUD No. 1](#) , [City of Shelton, WA](#) - [Government](#), [Sierra Pacific Industries](#) , [Builders FirstSource - Shelton](#) , [Our Community Credit Union](#) , [Shelton Family YMCA](#) , [Shelton Athletic Club](#), TruFab, LLC, and [Mason County, WA](#).

For businesses interested in becoming a Pathway to Employment Business Partner, please contact tiana@choosemason.com.

[#PathwayToEmployment](#) [#MaryMKnight](#) [#WorkforceDevelopment](#) [#MasonCountyWA](#) [#MasonEDC](#) [#CommunityPartnership](#)



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Mary M. Knight School District



Comment as Mason County PUD No. 1

