

CITY OF ELLENSBURG
AGENDA
Council Conference
Thursday, July 15, 2021
3:30 PM - Utility Advisory Committee

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

3.A Approve minutes - June 17th, 2021 regular meeting minutes
[UAC Minutes 6-17-21.pdf](#)

4. APPROVAL OF CONSENT AGENDA Consent items have been distributed to committee members in advance for study and will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a committee member or at the request of a member of the public with concurrence of a committee member.

5. CORRESPONDENCE AND CITIZEN COMMENTS ON NON-AGENDA ITEMS Time is set aside each meeting to allow citizens to address the Utility Advisory Committee on city utility issues that are not on the agenda. Please limit remarks to three minutes. The Committee will not take action when the issue is first raised, but may place the issue on a future agenda. Citizen comment on items on the agenda is also welcome. Please let the chair know you wish to speak and then wait to be recognized.

5.A Hybrid Public Meeting Discussion
[AWC guidance on public meetings.pdf](#)

6. TELECOMMUNICATIONS UTILITY DISCUSSION ITEMS

6.A Telecom Utility July Update - Verbal Report

6.B Telecommunication Issues & Updates
[July - Telecom Issues & Updates.docx](#)

7. ELECTRIC, NATURAL GAS, WATER, WASTEWATER, STORMWATER UTILITY DISCUSSION ITEMS

7.A [Water System Plan Final Draft](#)

7.B [Annual Natural Gas Safety Survey Report](#)
[GOAL Yearly Survey Results.pdf](#)

7.C [Bonneville Power Administration Conservation Agreement](#)
[BPA Conservation Agmt Ext - Ellensburg_17ES-11475.pdf](#)
[BPA Conservation Agmt Ext - Ellensburg_ECA Offer Letter.pdf](#)

- 7.D [2021 Comprehensive Multi-Utility Rate Study Update
City of Ellensburg - FCS Group Rate Study Update - 2021.pdf](#)
- 7.E [BPA's Fourth and Final Purchase Period for Future Tier 2 Power Supply
City of Ellensburg Power Supply - 2021.pdf
4th Purchase Period election letter ST T2 Option A.docx](#)

8. INFORMATIONAL ITEMS

- 8.A [Public Works & Utilities Issues and Updates
UAC July 2021 Public Works & Utilities Issues Update.docx](#)

9. NEXT MEETING

- 9.A August 19th, 2021 at 3:30 pm

10. ADJOURNMENT



CITY OF ELLENSBURG

Utility Advisory Committee

Date of Meeting

June 17, 2021

Time of Meeting

3:30 PM

Place of Meeting

Virtual Conference

Nancy Lillquist, Chairperson, term expires May 31, 2022

Ed Barry, Vice Chairperson, term expires May 31, 2023

Nancy Goodloe, City Council, term expires May 31, 2021

Gary Gleason, CWU, term expires May 31, 2022

Bob Johnson, KITTCOM, term expires May 31, 2023

Jim Goeben, Telecommunications Utility customer, term expires May 31, 2023

Nate Sitton, City Utility Customer, term expires May 31, 2023

1. CALL TO ORDER

Chair Lillquist called the meeting to order at 3:30 pm.

2. ROLL CALL

Members present: Nancy Lillquist, Chair; Ed Barry, Vice Chair; Nancy Goodloe, City Council; Gary Gleason, CWU; Nate Sitton, City Utility Customer.

Also present: Ryan Lyyski, Public Works & Utilities Director; Darren Larsen, Assistant Utilities Director; Darin Yusi, Gas Engineer; Kim Caulkins, Operations Analyst; Buddy Stanavich, Power & Gas Manager; Mike Helgeson, Assistant PW Director; Nicole Klauss, Public Information Officer. Derek Mayo, Engineering Services Manager arrived at 4:02 pm

3. APPROVAL OF MINUTES

3.A. Approve minutes - May 20th, 2021 regular meeting minutes

Ed Barry moved to approve the minutes. Goodloe seconded. All in favor; **motion approved.**

4. APPROVAL OF CONSENT AGENDA

Consent items have been distributed to committee members in advance for study and will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a committee member or at the request of a member of the public with concurrence of a committee member.

5. CORRESPONDENCE AND CITIZEN COMMENTS ON NON-AGENDA ITEMS

5.A. Letters Acknowledging KITTCOM Representative, Bryan Clark, to Utility Advisory Committee

The Committee acknowledged the letters.

6. TELECOMMUNICATIONS UTILITY DISCUSSION ITEMS

None

7. ELECTRIC, NATURAL GAS, WATER, WASTEWATER, STORMWATER UTILITY INFORMATION & DISCUSSION ITEMS

7.A. Natural Gas System Plan 2021-2026 Report

Darin Yusi shared an analysis of the Gas System Plan report. Goodloe inquired about looping from Vantage Hwy to Kittitas Hwy and if that was for the proposed development. Darin Yusi explained that recommendation was for 2026 projected future growth and system reliability to those customers. Sitton asked if there is a plan in place to address the 17 single feed branches. Chair Lillquist is interested in the UAC discussing the future of the natural gas system. Chair Lillquist was in support of the Gas System Plan that continues to provide a safe, reliable system, but would like to ask the committee to reevaluate the rebate incentives we currently have for appliances. Gary Gleason was in favor of the system plan because it aligns with current needs of efficient gas use. Sitton posed the question of whose responsibility it is to reach net-zero, the city or its citizens? Chair Lillquist would like to stop incentivizing gas installation over electric and continue to offer good service to existing customers and those that want to sign up for gas service. Nancy Goodloe supported Chair Lillquist's remarks and suggested getting a consultant to evaluate our system and give suggestions on how to cut down on (the City's) carbon footprint. Gleason asked if the City is pursuing converting from natural gas to electric in City owned buildings. The city started giving incentives for gas to avoid Tier 2 market prices and lessen the electric load. We have added a significant number of gas customers without increasing gas purchases. Chair Lillquist asked the committee if they have questions of staff to bring back to help continue the conversation. Goodloe would like to see a comparison of costs between gas and electric. At the next meeting, the committee asks staff to bring back an agenda on where the City is proposing to buy Tier 2 from, the history of securing market power and if there are any alternate sources such as wind, solar, etc. that need to be considered.

Ed Barry moved to approve the 2021-2026 Natural Gas System Plan report as complete. Gleason seconded. All in favor; **motion approved.**

7.B. Water Division Strategic Energy Management Report

Mike Helgeson shared the results of the two-year Strategic Energy Management report results that included ways to optimize the City's water system to run more efficiently. **Information only.**

7.C. Public Works & Utilities Issues and Updates

Derek Mayo gave an update on the Bull Road project. Ryan Lyyski informed the Committee that the City is working with FCS consultants on a scope of work for upcoming cost of service analysis (COSA). At the next UAC meeting, staff will share the proposal for rate models for water, sewer, gas and electric. The new aerators were installed at the Waste Water Treatment Plant. Staff interviewed three consultants for Gateway II design. The Gas department's phone survey is complete and results will be presented to the Committee when available.

8. NEXT MEETING

8.A. July 15th, 2021 at 3:30 pm

The Committee requested a status report from Telecomm at the next meeting.

9. ADJOURNMENT

With no further discussion, the meeting adjourned at 4:37 pm.

Kim Caulkins
Recording Secretary

Drafted: 6/21/2021

Approved:

Advocacy

Published on Jul 06, 2021

Public meeting requirements as of June 30, 2021

Contact: [Candice Bock](#), [Jacob Ewing](#)

With the state officially reopened as of June 30th, where do things stand with public meeting requirements?

The Governor has not yet rescinded all of the emergency proclamations implemented during the COVID-19 pandemic. [Proclamation 20-28.15](#) which requires that all public meetings be held remotely with the option of also having in-person attendance is still in effect.

However, the Governor did update the [Miscellaneous Venues guidance](#) which sets rules for in-person attendance at open public meetings as follows:

As of June 30, 2021, the following apply to governing bodies of public agencies opting to host in-person public meetings under the Open Public Meetings Act, as permitted under Emergency Proclamation 20-28, et seq.:

- No restrictions on capacity.
- No physical distancing requirements.
- Follow current applicable face covering requirements as outlined in: Proclamation 20-25, et seq., Secretary of Health Order 20-03.2, and LNI Publication F414-179.

Cities are not required to verify vaccination status for in-person meeting attendees.

MRSC published this helpful chart outlining the new requirements for public meetings:

Type of Public Meeting	Required	Optional
Virtual/Remote	Yes. Subject to conditions in Proclamation 20-28.14 , at p. 3, including that there be telephonic access, at minimum, and all attendees can "hear each other at the same time."	No.
In-Person	No.	Yes. Subject to conditions in Proclamation 20-28.14 at pp. 3 and 4.

Related content

Learn how to sign up to testify on a bill remotely



	in meeting room or overflow area. No capacity limits or physical distancing requirements. Masks required for unvaccinated attendees, however no verification requirement.
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For more information on the state's reopening, please check out [a status update](#) from MRSC.

[Advocacy](#) [Open government](#)

Recent articles

[Back to Advocacy news by category](#)

Ellensburg Utility Advisory Committee
Telecommunication Issues and Updates
July 15, 2021

- Fiber Optic construction began for the ESD 401 new schools.
- Central Connect a newer Wireless ISP reported connecting customers and that service was great.
- The City of Ellensburg staff prepared Comp Plan Amendments for docketing.
- City Fiber construction jobs are starting to pick up and work on Bull Road is in progress.
- The Telecom Utility is pursuing grant opportunities and monitoring the infrastructure, Bill.

AGENDA REPORT

Meeting Date:	July 15, 2021
Agenda Subject:	Water System Plan Final Draft
Submitted by:	Derek Mayo Public Works & Utilities
Recommended Action or Motion:	Information only, no action to be taken.
Background/Summary:	The City of Ellensburg Public Works and Utilities Department is required to routinely complete updates to our Water System Plan (WSP), which was last updated in 2014. Staff has contracted with RH2 Engineering for the update of the 2020/2021 Water System Plan, which is now in final draft format and ready for submittal to the Dept. of Health for their review. Typically system plans are required to be updated every 6 years, but new guidance allows for these updates to be completed within 10 years. Once reviewed and approved by the Dept. of Health, staff will return to UAC and City Council for acceptance of the final Water System Plan. Due to the size of the document, it was not able to be attached to this report, but will be distributed to UAC members by email or shared directory.
Previous Council Action:	Council awarded an agreement with RH2 Engineering to complete the Water System Plan update and the Illinois Well Outfitting design on Sept. 16, 2019.
Analysis:	As apart of the Water System Plan update, RH2 Engineering has completed an extensive review of our current water system, as well as forecasted conditions in the years 2020 and 2030. This analysis includes review of our water rights, source capacity, water consumption, forecasted growth, non-revenue water (water loss), fire flow analysis, water storage requirements, and many other factors. These forecasts, where then modeled to determine future needed capacity and system improvements and create a Proposed Improvements Implementation Schedule. Some of the improvements on the Proposed Improvement Implementation Schedule needed within the next 10 years include the creation of a new water pressure zone near Craigs Hill, a new reservoir on north end of town, completion of the Illinois Well, and a few misc. water

main extensions/looping.

Financial Impact:

No Fiscal Impact

AGENDA REPORT

Meeting Date:	July 15, 2021
Agenda Subject:	Annual Natural Gas Safety Survey Report
Submitted by:	Darin Yusi Public Works & Utilities
Recommended Action or Motion:	Information Only
Background/Summary:	The City Gas Division adopted the American Petroleum Institute (API) Recommended Practice (RP) 1162 in support of our natural gas safety Public Awareness Program. The full implementation of the Public Awareness Program was June 20, 2006. The Public Awareness Program is a critical component of our overall safety efforts. Management and staff are committed to providing a safe and reliable natural gas service to our customers and ensuring the safety of those living and/or working near our natural gas pipelines. Each year the City Natural Gas Division conducts a phone survey to measure the effectiveness of the Public Awareness Program. This year's phone survey began on May 17, 2021 and concluded on June 1, 2021. The survey included 12 questions, and took about a minute to complete. Customers that did not want to be called were invited to contact the City to be removed from the call list.
Previous Council Action:	None
Analysis:	Staff analyzes the results of the survey every year to look for trends in the data and see if there is any indication that program enhancements need to be made. The survey results for this year showed a mix of increased and decreased results. Questions 9, 10, and 11 are below the 10-year average for the third straight year and indicate to staff that a slight emphasis on enhancing the awareness of these may be necessary. A table is attached showing the response percentages for the survey questions. The overall results outside of questions 9-11 seemed to show that the City is effective in getting information to the public.

Financial Impact: No financial impact.

Attachments:

[GOAL Yearly Survey Results.pdf](#)

Annual Natural Gas Safety Survey Report

#	Survey Question	10Yr Avg (2008 - 2017)	2020	2021
	Homes called for this survey.	7,986	8,825	9,000
	Respondents who completed the entire survey.	587	642	671
	Percentage of full response.	7.28%	7.27%	5.88%
1.	Respondents who have natural gas service at their home.	41.47%	66.89%	51.42%
2.	Respondents who know the gas company's name is City of Ellensburg.	47.97%	68.80%	62.15%
3.	Respondents who have heard or received information on natural gas safety from City of Ellensburg in the past 12 months.	29.75%	41.55%	40.52%
4.	Respondents who have received written natural gas safety information with a gas bill in the past 12-months.	28.58%	62.34%	54.15%
5.	Respondents who have read about natural gas safety information in local print ads or articles.	24.51%	47.61%	55.63%
6.	Respondents who have heard natural gas safety information through public service messages on a phone call, television or the radio.	24.04%	53.32%	60.63%
7.	Respondents who have read about natural gas safety information on the City of Ellensburg's website or social media.		18.04%	19.55%
8.	Respondents who think they would recognize a natural gas leak by being able to smell it.	76.30%	81.16%	78.28%
9.	Respondents who would leave the area and call 911 from a safe distance if they smelled gas anywhere.	95.55%	91.53%	93.54%
10.	Respondents who think they would recognize a natural gas leak by the hissing sound.	62.28%	60.70%	56.39%
11.	Respondents who would light a match if they smelled gas.	2.37%	3.86%	3.53%
12.	Respondents who have heard that they or an excavator company should call a center number prior to digging, to avoid accidentally hitting a natural gas pipeline.	91.64%	95.17%	94.14%

Attachment 1

AGENDA REPORT

Meeting Date:	July 15, 2021
Agenda Subject:	Bonneville Power Administration Conservation Agreement
Submitted by:	Buddy Stanavich Public Works & Utilities
Recommended Action or Motion:	Staff recommends that the Utility Advisory Committee forward a favorable recommendation to City Council to authorize the Mayor to sign the amendment to extend the City's Energy Conservation Agreement with Bonneville Power Administration.
Background/Summary:	The City and BPA have an Energy Conservation Agreement in place which has been in effect since October 1, 2017. It is a base agreement intended to be amended periodically to align with the requirements of the rate period in effect at the time. This agreement has been in effect through two BPA biennial rate periods, BP 18-19, which ended September 30, 2019, and the current BP 20-21 rate period, which will end September 30, 2021. This extension is through the first half of the upcoming BP 22-23 rate period. Per the BPA offer letter, BPA is developing a new energy efficiency tracking and reporting system, so a second amendment is anticipated in spring of 2022. The present Conservation Agreement between the City of Ellensburg and Bonneville Power Administration (BPA) terminates September 30, 2021. The amendment presented will extend the term to September 30, 2022. BPA's contact information is also updated in Exhibit A of this amendment. No other changes are proposed to the existing agreement.
Previous Council Action:	The original agreement was approved by Council in August 2017 and has been in effect through two BPA biennial rate periods.
Analysis:	This is a one year extension to our present agreement with no other changes to the rest of the agreement.
Financial Impact:	None
Attachments:	

[BPA Conservation Agmt Ext - Ellensburg_17ES-11475.pdf](#)

[BPA Conservation Agmt Ext - Ellensburg_ECA Offer Letter.pdf](#)

AMENDMENT
executed by the
BONNEVILLE POWER ADMINISTRATION
And
CITY OF ELLENSBURG

This AMENDMENT to the Energy Conservation Agreement Contract No. 17ES-11480 (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA) and CITY OF ELLENSBURG (Ellensburg), hereinafter individually referred to as “Party” and collectively referred to as the “Parties”.

This Amendment No. 1 (Amendment) replaces section 1 of the Agreement to extend the term of the Agreement through September 30, 2022 and updates the contact information in the Notices section of Exhibit A.

BPA and Ellensburg agree:

1. TERM

This Amendment shall take effect on October 1, 2021.

2. AMENDMENTS TO BODY OF THE AGREEMENT

Section 1, Term shall be deleted and replaced with the following:

“This Agreement takes effect on the date signed by the Parties. This Agreement expires on the earlier of September 30, 2022 or the date BPA deems that the Bonneville Energy Efficiency Tracking System (BEETS) is fully operational, unless terminated earlier as provided in section 13, Termination. Performance by BPA and Ellensburg shall commence on October 1, 2017, with the exception of those actions required prior to that date included in section 3(a) and section 3(b). All obligations under this Agreement shall be preserved until discharged or satisfied.”

3. EXHIBIT REVISIONS

Exhibit A shall be deleted and replaced by the attached Revision No. 2 to Exhibit A.

4. SIGNATURES

This Amendment may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Amendment as of the last date indicated below.

CITY OF ELLENSBURG

UNITED STATES OF AMERICA

Department of Energy

Bonneville Power Administration

By _____

By _____

Name Bruce Tabb
(Print/Type)

Name Daniel P. Villalobos
(Print/Type)

Title Mayor

Title Energy Efficiency Representative

Date _____

Date _____

Revision No. 2, Exhibit A
NOTICES AND CONTACT INFORMATION
Effective October 1, 2021

This revision updates the BPA and Ellensburg contact information in section 1(b) of Exhibit A.

1. NOTICES AND CONTACT INFORMATION

(a) Notices

Any notice required under this Agreement that requires such notice to be provided under the terms of this section shall be provided in writing to the other Party in one of the following ways:

- (1) delivered in person;
- (2) by a nationally recognized delivery service with proof of receipt;
- (3) by United States Certified Mail with return receipt requested;
- (4) electronically, if both Parties have the means to verify the electronic notice's origin, date, time of transmittal and receipt; or
- (5) by another method agreed to by the Parties.

Notices are effective when received. Either Party may change the name or address for delivery of notice by providing notice of such change consistent with this section. Parties shall deliver notices to the following person and address:

(b) Contact Information

If to Ellensburg:

City of Ellensburg
501 N. Anderson Street
Ellensburg, WA 98296-3147
Attn: Ryan Lyyski
Public Works Director
Phone: 509-962-7230
E-Mail: lyyskir@ci.ellensburg.wa.us

If to BPA:

Bonneville Power Administration
Eastern Customer Service Center
1620 E. Hawthorne Road, POB 789
Mead, WA 99021
Attn: Daniel P. Villalobos - PEJB
Energy Efficiency Representative
Phone: 509-822-4585
E-Mail: dpvillalobos@bpa.gov

2. REVISIONS

When a Party to this Agreement requests a change to their contact information included in section 1(b) of this exhibit, then the requesting Party must send notice of such requested change to the other Party. BPA may unilaterally revise this exhibit to implement such requested changes to section 1(b). All other revisions to this exhibit shall be by mutual agreement of all the Parties.



Department of Energy

Bonneville Power Administration
Eastern Customer Service Center
1620 E Hawthorne Rd, PO Box 789
Mead, WA 99021

ENERGY EFFICIENCY

June 14, 2021

In reply refer to: PEJB-MEAD-GOB

The Honorable Bruce Tabb, Mayor
City of Ellensburg
501 N. Anderson St
Ellensburg, WA 98926-3147

Dear Mayor Tabb:

Attached is an original copy of Amendment No. 1 to the Energy Conservation Agreement (ECA) Contract No. 17ES-11475 between Bonneville Power Administration (BPA) and City of Ellensburg (Ellensburg). Per Section 1, Term, the ECA is scheduled to expire on September 30, 2021. This Amendment changes the expiration date to extend the term of the ECA through September 30, 2022. This Amendment also updates BPA's contact information in Exhibit A, Notices and Contact Information.

BPA is currently developing a new reporting system, the Bonneville Energy Efficiency Tracking System (BEETS). Prior to BEETS being fully operational BPA will offer an additional Amendment to update the ECA to reflect changes associated with the new system. BPA anticipates this second Amendment in spring of 2022.

If Ellensburg finds this Amendment offer acceptable, please electronically sign the enclosed document and return it to me by e-mail as soon as practicable but no later than September 22, 2021. Alternatively, Ellensburg may print, sign, and scan the document into a PDF file and return it by e-mail, or Ellensburg may print two copies, sign both copies, mail both copies of the signed document to my attention by September 22, 2021. Once received, I will countersign both copies and return one fully executed version to you for your records.

Please feel free to contact me at (509) 822-4585 if you have any questions or concerns.

Sincerely,

Dan Villalobos
Energy Efficiency Representative

Enclosure (1)

cc: Ryan Lyyski, Public Works and Utilities Director

bcc:

H. Ross - PSE-MEAD-GOB

D. Hilde – PEK-MEAD-GOB

CCM Support – KSC-4 (City of Ellensburg, 17ES-11475)

Official File – PEJB (CN-11)

F:\ECA 2021-2022\OFFER LETTERS

AGENDA REPORT

Meeting Date:	July 15, 2021
Agenda Subject:	2021 Comprehensive Multi-Utility Rate Study Update
Submitted by:	Buddy Stanavich Public Works & Utilities
Recommended Action or Motion:	Staff recommends a favorable recommendation to City Council that authorizes the Mayor to sign the attached professional services agreement with FCS Group to update to the Cost of Service Analysis (COSA) models for the Light, Gas, Water, Sewer utilities.
Background/Summary:	As part of the 2019-2020 budget formation process, the FCS Group was retained to complete a cost of service analysis (COSA) for the light, water and sewer utilities. In 2020 FCS Group was hired to complete a COSA for the gas utility. Staff worked with FCS providing background data including the budgets for each utility. Rates were adopted by Council for the 2019-20 budget in April 2019. A phase-in approach was established to bring customer classes to cost of service. Due to uncertainty with COVID effect of revenues, the city did not move forward with rate/fee increases on January 1, 2021.
Previous Council Action:	N/A
Analysis:	Staff recommends an update to the Cost of Service Analysis (COSA) models to formulate the revenue requirement for all customer classes. The update will include the Light, Gas, Water, and Sewer utilities. It will include the capital spending plans, purchase energy expenses, CETA low-income requirements, pole attachment fees, operations and maintenance, and admin expenses to update long-term financial models for each utility.
Financial Impact:	The costs for completing the COSA updates were included in the 2021 budgets of each utility. The total cost for the four utilities is \$80,098 which includes \$10,448 for a management reserve contingency.

Attachments:

[City of Ellensburg - FCS Group Rate Study Update - 2021.pdf](#)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
FINANCIAL CONSULTING SOLUTIONS GROUP, INC.**

RELATING TO: 2021 COMPREHENSIVE MULTI-UTILITY RATE STUDY UPDATE

THIS LUMP SUM AGREEMENT is made and entered into this ____ day of _____, 20__ (“Effective Date”), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the “CITY”) and (FINANCIAL CONSULTING SOLUTIONS GROUP, INC. dba FCS GROUP), a S. Corporation authorized to do business in the state of Washington (hereinafter called the “CONSULTANT”).

1. RECITALS.

1.1. The CITY desires to obtain professional services for work related to the 2021 Comprehensive Multi-Utility Rate Study Update project.

1.2. The CITY has solicited for such professional services as required by law, including RCW Chapter 39.80 if applicable.

1.3. CONSULTANT represents that it is available and able to provide qualified personnel and facilities necessary for the work and services contemplated herein, and can accomplish the work and services within the required time period and in accordance with CITY’s specifications, WSDOT Standard Specifications (as applicable), and professional standards.

1.4. CONSULTANT agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above representations and the terms, conditions, covenants, and agreements set forth below, the parties hereto agree as follows:

2. SCOPE OF WORK.

2.1. The scope of professional services to be performed and the results to be achieved by the CONSULTANT shall be as detailed in the attached Exhibit A and shall include all services and material necessary to accomplish the work (“Services”).

2.2. The CITY may review the CONSULTANT’S work product, and if it is not satisfactory, the CONSULTANT shall make such changes as may be required by the CITY. Such changes shall not constitute “Extra Work” as related in Section 13 of this Agreement.

2.3. The CONSULTANT agrees that all services performed under this Agreement shall be in accordance with the standards of the profession and in compliance with applicable federal, state and local laws.

2.4. The Scope of Work may be amended upon written approval of both parties.

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through (December 31, 2022). The work shall be completed in accordance with the schedule set forth in the attached Exhibit B.

4. PAYMENT. The CITY shall pay the CONSULTANT as set forth in this section of the Agreement. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.1. The CITY shall pay the CONSULTANT as set forth in this section. In no event shall the amount paid by CITY exceed the Maximum Compensation as set forth in Section 5, unless otherwise agreed to by the CITY in writing. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.2. The CONSULTANT shall submit invoices to the CITY for work completed in accordance with Exhibit A. Invoices shall detail the work, and shall itemize with receipts and invoices the non-salary direct costs.

4.3. The CITY shall review the invoices and make payment for the portion of the project or tasks that have been completed less the amounts previously paid.

4.4. The CONSULTANT invoices are due and payable within 30 days of receipt. In the event of a disputed billing, only the disputed portion will be withheld from payment.

4.5. Final payment for the balance due to the CONSULTANT will be made after the completion of the work and acceptance by the CITY.

4.6. Payment for "Extra Work" performed under Section 13 of this Agreement shall be as agreed to by the parties in writing.

4.7. The CITY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the Agreement for allowable unforeseen costs, or reimbursing the CONSULTANT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work

beyond that already defined in this Agreement. Such authorization(s) shall be in writing and shall not exceed the lesser of \$15,000 or 10% of the Maximum Compensation as shown in Section 5 of this Agreement. The amount included for the Management Reserve Fund is (\$10,448). This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section 13 – Extra Work.

5. MAXIMUM COMPENSATION.

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of (\$80,098). This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

5.2. The budget for each task is as set forth in the attached Exhibit D. Budgets for task(s) may be modified upon mutual agreement between the two parties, but in any event, the total payment to CONSULTANT shall not exceed the maximum amount per Section 5.1 above.

6. RELATIONSHIP OF PARTIES.

6.1. The relationship created by this Agreement is that of owner-independent contractor. Neither the CONSULTANT nor CONSULTANT's employees are employees of the CITY and are not entitled to the benefits provided by the CITY to its employees. The CONSULTANT, as an independent contractor, has the authority to control and direct the performance of the details of the services to be provided. No employee, agent, representative or subconsultant of CONSULTANT shall be or shall be deemed to be the employee, agent representative or subconsultant of the CITY. The CONSULTANT shall assume full responsibility for all wages, along with any Federal, State, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, Social Security, and income tax, payable as a result of work performed under this Agreement.

6.2. Employees of the CONSULTANT, while engaged in the performance of any work or services under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and claims that may arise under the Workman's Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT'S employees while so engaged, on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT. On or before the Effective Date, CONSULTANT shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish CONSULTANT's status as an independent contractor.

7. OWNERSHIP OF DOCUMENTS.

7.1. The work product and all documents produced under this Agreement shall be furnished by the CONSULTANT to the CITY, and upon completion of the work shall become the property of the CITY, for use without restriction and without representation as to suitability for reuse by any other party unless specifically verified or adapted by the CONSULTANT, except that the CONSULTANT may retain one copy of the work product and documents for its records. The CONSULTANT will be responsible for the accuracy of the work, even though the work has been accepted by the CITY.

7.2. In the event that the CONSULTANT shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the CONSULTANT, along with a summary of work as of the date of default or termination, shall become the property of the CITY. Upon request, the CONSULTANT shall tender the work product and summary to the CITY. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the CITY.

7.3. CONSULTANT will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of CONSULTANT.

8. RECORDS. As a public agency, the CITY is subject to the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that CONSULTANT keeps records that are deemed public records and are needed for the CITY to respond to a request under the Act, as determined by the CITY, CONSULTANT agrees to make them promptly available to the CITY. Pursuant to Chapter 40.14 RCW, CONSULTANT shall retain records associated with this Agreement in accordance with the applicable retention schedule. CONSULTANT also agrees to indemnify and hold the CITY harmless from any claims or losses caused by CONSULTANT'S failure to make records available to the CITY as provided in this Agreement.

9. NONDISCRIMINATION. The CONSULTANT shall conduct its business in a manner, which assures fair, equal and non-discriminatory treatment of all persons, in particular:

9.1. The CONSULTANT shall maintain open hiring and employment practices and will welcome applications for employment in all positions, from qualified individuals who are members of minorities protected by federal equal opportunity/affirmative action requirements; and,

9.2. The CONSULTANT shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to any person's race,

creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability or other legally protected classification.

10. SUBCONTRACTING.

10.1. The CONSULTANT shall not sublet or assign any of the work covered by this Agreement without the written consent of the CITY.

10.2. In the event any subcontracting is approved, the subcontractor and its employees shall be required to execute the Non-Disclosure Agreement prior to being given access to any confidential information regarding the CITY's computer system.

10.3. In all solicitation either by competitive bidding or negotiation made by the CONSULTANT for work to be performed pursuant to a subcontractor, including procurement of materials and equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of CONSULTANT's obligations under this Agreement, including the nondiscrimination requirements.

10.4. In performing this Agreement, the CONSULTANT shall not subcontract with or employ any CITY employee without the CITY's written consent.

11. SUPERVISION, INSPECTION AND PERFORMANCE.

11.1. Even though CONSULTANT is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of CITY and shall be subject to CITY's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

11.2. CONSULTANT represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by CONSULTANT, its employees, or by subconsultants whose selection has been authorized by CITY; provided that CITY's authorization shall not relieve CONSULTANT or its subconsultants from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. CONSULTANT shall ensure that all contractual duties, requirements and obligations that CONSULTANT owes to CITY shall also be owed to CITY by CONSULTANT's subconsultants retained to perform the Services.

11.3. CONSULTANT shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. CONSULTANT shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. CONSULTANT shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this

Agreement. CONSULTANT shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

12. CHANGES IN WORK. Other than changes directed by the CITY as set forth in Section 1 above, either party may request changes in the scope of work. Such changes shall not become part of this Agreement unless and until mutually agreed upon and incorporated herein by written amendments to this Agreement executed by both parties.

13. EXTRA WORK. The CITY may desire to have the CONSULTANT perform work or render services in connection with this project, in addition to the Scope of Work set forth in Exhibit A and minor revisions to satisfactorily completed work. Such work shall be considered as "Extra Work" and shall be addressed in a written supplement to this Agreement. The CITY shall not be responsible for paying for such extra work unless and until the written supplement is executed by both parties.

14. TERMINATION.

14.1. The CITY may terminate this Agreement in whole or in part whenever the CITY determines, in its sole discretion that such termination is in the best interests of the CITY, upon not less than ten (10) days' written notice to the CONSULTANT. Written notice will be by certified mail sent to the CONSULTANT'S designated representative at the address provided by the CONSULTANT. If this Agreement is terminated in its entirety by the CITY for its convenience, the CITY shall pay the CONSULTANT for satisfactory services performed through the date of termination, but no amount shall be allowed for anticipated profit on unperformed Services or other work.

14.2. The CITY may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of CITY. If CITY terminates all or part of this Agreement for default, CITY shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to CONSULTANT using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs CITY incurs or will incur because of CONSULTANT's default. In such event, CITY shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to CITY at the date of termination, the cost to CITY of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude CITY from

filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

14.3. In the event this Agreement is terminated prior to the completion of the work, a final payment shall be made to the CONSULTANT, which, when added to any payments previously made, shall compensate the CONSULTANT for the portion of work completed. Whenever the Agreement is terminated in accordance with this Section 14, the CONSULTANT shall be entitled to payment for actual work performed up to the termination date. Upon such termination, whether for convenience or default, an equitable adjustment in the contract price will be made by the CITY for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination under this Section 14 shall not constitute a breach of the Agreement by the CITY.

15. INDEMNIFICATION/HOLD HARMLESS.

15.1. CONSULTANT shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the CONSULTANT in performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT's negligence.

15.2. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

15.3. The provisions of this section shall survive the expiration or termination of this Agreement. Further, the indemnity obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by CITY of or for any Services performed by CONSULTANT shall not be grounds for avoidance of any Indemnity Obligations.

16. INSURANCE.

16.1. The CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property

which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees or subcontractors.

16.2. CONSULTANT'S maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

16.3. Minimum Scope of Insurance. CONSULTANT shall obtain insurance of the types described below:

16.3.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contract liability coverage; and,

16.3.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The CITY shall be named or added as an additional insured under the Consultant's Commercial General Liability insurance policy using ISO endorsement form CG 20 26, or coverage at least as broad; and,

16.3.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington; and

16.3.4. Professional Liability insurance appropriate to the CONSULTANT's profession.

16.4. Minimum Amounts of Insurance. CONSULTANT shall maintain the following insurance limits:

16.4.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

16.4.2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

16.4.3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

16.5. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

16.5.1. The CONSULTANT's insurance coverage shall be primary

insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

16.5.2. Any payment of deductible or self-insured retention shall be the sole responsibility of the CONSULTANT.

16.5.3. The CONSULTANT'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

16.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

16.7. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the CONSULTANT before commencement of the work.

16.8. Cancellation. CONSULTANT will provide notice to the CITY of any cancellation of coverage by no later than three (3) days after CONSULTANT is notified by its insurer that coverage will or has been canceled, whichever occurs earliest.

16.9. CITY Full Availability of CONSULTANT Limits. If the CONSULTANT maintains higher insurance limits than the minimum amounts shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONSULTANT, irrespective of whether such limits maintained by the CONSULTANT are greater than those required by this Agreement or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANT.

17. APPLICABLE LAW/VENUE. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute the venue of any litigation brought hereunder shall be Kittitas County.

18. NOTICE. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

City of Ellensburg
Department of Public Works & Utilities
Attention: Buddy Stanavich
501 N. Anderson
Ellensburg, WA 98926

FCS GROUP
Angie Sanchez Virnoche, Vice President
7525 166th Ave NE, Ste D215
Redmond, WA 98052

19. ENTIRE AGREEMENT. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of CITY, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

20. PRIORITY OF DOCUMENTS. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

21. MODIFICATION. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of CITY and CONSULTANT.

22. ASSIGNMENT. Any assignment of this Agreement by CONSULTANT without the prior written consent of CITY shall be void.

23. WAIVER. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

24. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement.

25. EXHIBITS AND SIGNATURES. This Agreement, including its exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following exhibits are hereby made a part of this Agreement:

Exhibit A – Scope of Work

Exhibit B – Schedule for the Work

Exhibit C – Consultant Labor Costs and Non-salary Reimbursable Costs

Exhibit D – Budget for Each Task

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CONSULTANT:

By: _____

Printed
Name: _____

Title: _____

Tax ID#: _____

THE CITY OF ELLENSBURG:

By: _____

Printed
Name: _____

Title: _____

ATTEST: _____
Clerk

Approved as to Form:

City Attorney

EXHIBIT A – SCOPE OF WORK

CITY OF ELLENSBURG

COMPREHENSIVE MULTI-UTILITY RATE STUDY UPDATE

The following work task plan has been developed to complete a Comprehensive Multi-Utility Rate Study Update. The City's needs were discussed with Buddy Stanavich, Power & Gas Manager, Ryan Lyyski, Public Works & Utilities Director and Darren Larsen Assistant Utilities Director. Due to the unprecedented events of the global pandemic, the City altered the timing of the recommendations identified in the 2018 Comprehensive Water, Sewer and Electric Rate Study. The City would like to retain FCS GROUP to update the initial rate study findings with the latest financial information. The services to be provided as part of this scope are described below.

TASK PLAN

TASK 1: INITIAL PROJECT MEETING

An initial project meeting will be scheduled at the commencement of the project with the consultant and the City project team. Meeting participants would include a representative from departments that can address issues related to finance, engineering, operations, customer service and administration.

The intent of the meeting is to confirm the goals and objectives of the overall rate study and focus the efforts of the project team. The items covered at the meeting include reviewing the scope of work; identifying project objectives, expectations and deliverables; outlining the project schedule and key milestone review points; and discussing appropriate lines of communication.

TASK 2: DATA COLLECTION

FCS GROUP will provide a data needs list encompassing historical and projected revenue, expenses, fiscal policies, capital plans, fund balances and comprehensive planning documents. The data will be reviewed, analyzed and validated for inclusion in the study process. Detailed customer validation will not be updated as part of this effort, utilizing the data from the original Rate Study.

TASK 3: REVENUE REQUIREMENT

The revenue requirement developed during the original study will be updated, and will focus on the following components:

- Incorporate the latest 2021 / 2022 budget information into the analysis. Review and modify, if warranted, prior assumptions for future O&M staffing and technology changes.
- For the electric utility, Bonneville Power Administration (BPA) billing determinants will be updated with the latest published information.
- For the gas utility, latest purchases including amounts and cost, will be updated.
- Capital improvement program will be updated based on the most recent available information.
- Fund balances will be recalibrated to account for the most recent financial activity.
- Up to three (3) scenarios, per utility, will be developed analyzing alternative rate implementation strategies focusing on timing, capital cost alternatives and other sensitivities established through discussion with the City.

It should be noted that the natural gas utility budget includes efficiencies associated with the separate ongoing 2020 Model Development effort.

TASK 4: COST OF SERVICE

The results of the revenue requirement analysis will be incorporated into the cost of service allocation developed during the 2018 Rate Study for the electric, water and sewer utilities and 2020 Model Development for the natural gas utility. The test year period will be adjusted to 2021 for all selected utilities. The methodology and approach will be unchanged for this update.

It should be noted that the natural gas utility budget includes efficiencies associated with the separate ongoing 2020 Model Development effort.

TASK 5: RATE DESIGN

The rate design phase-in strategy will be updated based on discussion with the City. Up to two (2) phase-in alternatives, per class of service and utility, are included in this proposal. No structural changes are included in this scope of services.

TASK 6: PLANT INVESTMENT FEE UPDATE

A plant investment fee is a one-time charge imposed as a condition of service on new development or on expanded connections to the system. The charge represents a prorated share of the capital investment made to provide system capacity. The plant investment fee is calculated based on the intent and structure of the Revised Code of Washington (RCW) statute for Water-Wastewater Cities and Towns (RCW 35.92.025). In general, each connection shall bear a proportional share of the cost of the system capacity required.

This task will focus on updating the City's existing plant investment fee for the water and sewer utilities. Plant investment fees developed for each system shall reflect an updated inventory of existing system assets, the most recent approved capital improvement

program costs identified in the Comprehensive Planning documents related to growth, and current expectations for future capacity.

TASK 7: CLEAN ENERGY TRANSFORMATION ACT (CETA) SECTION 12 IMPACT ANALYSIS

In order to comply with CETA requirements to achieve energy burden reduction to below six (6) percent of annual income for low income customers, the following analysis will be performed:

- Establish a methodology and calculate the total estimated energy assistance need for the City's electric utility based on the guidelines as outlined in CETA section 12.
- Estimate the potential impacts on non-low-income assistance customers in the short-term (through 2030) and long term (through 2050).
- Review results with the City over an interactive conference call.
- Rate impacts will be calculated as part of a separate revenue requirement rate strategy.
- This task is only applicable to the electric utility.

TASK 8: POLE ATTACHMENT FEE UPDATE

Pole attachment charges are established by a utility for an outside party request for attachment of communication wires, cables and other facilities, including wireless antennae to a utility's poles and within its conduit system.

Charges for electric system pole attachments will be analyzed or established to ensure fairness, and in consideration of applicable public policy goals and regulatory requirements, if any. The legal framework for assessing pole attachment fees in Washington is established in RCW 54.04.045. Over the last several years, the interpretation of this framework has been in review by the Washington courts. This analysis will utilize the Washington State Court of Appeals revised FCC / APPA method based on the 2019 ruling to establish cost based fees.

TASK 9: MEETINGS & PRESENTATIONS

Seven (7) internal review meetings are included to go over assumptions and results of the revenue requirement update, cost of service results and rate design alternatives as well as any other task selected. Meetings will be performed remotely over an interactive conference call. The total meetings required to complete the study will vary based on the tasks selected. The list below assumes the completion of all the task described above. The final number of meetings selected can be modified at any time.

- Two (2) meetings to review revenue requirement results for all utilities;
- Two (2) meetings to review cost of service and rate design results for all utilities;
- One (1) meeting to review the plant investment fee update for all utilities;
- One (1) meeting to review the CETA Section 12 impacts analysis.

- One (1) meeting to review the pole attachment fee update.

Two (2) Utility Advisory Committee (UAC) and / or City Council workshop / presentation to present final results and recommendations have been included in this scope of services. Given COVID19 safety considerations, the workshops are budgeted to be completed virtually using the City's platform of choice. With the state travel restrictions loosening up, the meetings can be performed on-site utilizing the management contingency included in the proposed budget.

We are more than happy to support additional presentations / meetings that may be requested. Time for additional services will be billed based on time and materials.

TASK 10: DOCUMENTATION

A high-level summary memorandum is included as part of this scope of services. The memorandum would focus on documenting only the changes made from the original study effort and the updated results and recommendations. The technical information referenced in the memorandum will be available in the provided Excel based models. Included will be one (1) electronic copy of the rate model for each utility selected and final memorandum.

An executive level report can be completed instead of the high-level summary memorandum. If the report option is preferred, the management contingency included in the proposed budget would be utilized.

MANAGEMENT CONTINGENCY

This scope includes a budget management contingency for any unanticipated tasks, which may include, but are not limited to the development of additional rate strategies, alternative rate designs, comprehensive report or meetings / presentations. This portion of the budget will only be accessible through written authorization.

EXHIBIT B – SCHEDULE FOR THE WORK

SCHEDULE

The City would like to complete Task 8 Pole Attachment Fee Update by December 2021. The remaining tasks are to be completed by March 2022 to assist in the City's budgeting process for the 2023 budget year. The completion of the study based on the outlined schedule is dependent on timeliness of receipt of requested data / information, quality of data, availability to schedule meetings in a timely manner and the ability of staff to provide policy direction for the study to move forward at key study milestones. We believe we can meet the City's noted December 2021 and March 2022 completion dates. The final schedule will be established during ***Task 1 Initial Project Meeting***.

EXHIBIT C – CONSULTANT LABOR COST AND NON-SALARY REIMBURSABLE
COSTS

LABOR ^a

<u>POSITION/TITLE</u>		<u>BILLING RATE</u>
Principals	Standard Rate	\$270
Senior Project Manager	Standard Rate	\$205 - \$220
Project Manager III	Standard Rate	\$195
Project Manager II	Standard Rate	\$185
Project Manager I	Standard Rate	\$175
Project Consultant	Standard Rate	\$165
Senior Analyst	Standard Rate	\$145
Analyst	Standard Rate	\$135

Administrative and Technical Support

Public Relations	\$155
Technical Writer/Graphic Artist	\$130
Administrative Support	\$ 90

DIRECT EXPENSES

Major direct expenses, such as travel, mileage, and lodging, will be charged at cost. Other expenses will not be directly charged unless by mutual agreement of the client and FCS GROUP and specific terms will be established in advance prior to expenditure and billing.

^a *Litigation rates are 150% of standard hourly rates for services in support of litigation, settlement negotiations, arbitration and/or mediation processes.*

EXHIBIT D – BUDGET FOR EACH TASK

TASK	Electric	Water	Utility Sewer	Natural Gas	Combined	Total Budget
UTILITY SPECIFIC						
Task 2 Data collection	\$ 760	\$ 760	\$ 760	\$ 760		\$ 3,040
Task 3 Revenue requirement (3 scenarios)	5,190	4,610	4,610	3,060		17,470
Task 4 Cost of service analysis	3,060	2,380	2,380	1,530		9,350
Task 5 Rate design (up to 2 alternatives)	2,480	1,800	1,800	1,510		7,590
Task 6 Plant investment fee update	-	3,930	3,930	-		7,860
Task 7 CETA Section 12 impact analysis	5,760	-	-	-		5,760
Task 8 Pole attachment fee update	5,600	-	-	-		5,600
TOTAL UTILITY SPECIFIC	\$ 22,850	\$ 13,480	\$ 13,480	\$ 6,860	\$ -	\$ 56,670
COMBINED TASKS						
Task 1 Initial project meeting					\$ 990	\$ 990
Task 9 Meetings & presentations						
- Review meetings (remote)						
- Revenue requirement (2 meetings - 2 hours)					1,360	1,360
- COSA & rate design (2 meetings - 2 hours)					1,360	1,360
- Plant investment fee update (2 hours)					680	680
- CETA Section 12 impacts (1 hours)					380	380
- Pole attachment fee update (1 hours)					380	380
- UAC / Council workshop (2 meetings)						
- Development					3,430	3,430
- Presentation to Council (remote)					780	780
Task 10 Documentation (either option, not both)						
- High level memorandum					3,620	3,620
TOTAL COMBINED TASKS	\$ -	\$ -	\$ -	\$ -	\$ 12,980	\$ 12,980
TOTAL BUDGET	\$ 22,850	\$ 13,480	\$ 13,480	\$ 6,860	\$ 12,980	\$ 69,650
Management Contingency (15% of Estimate)						\$ 10,448
TOTAL BUDGET w. CONTINGENCY	\$ 22,850	\$ 13,480	\$ 13,480	\$ 6,860	\$ 12,980	\$ 80,098

Meeting Date:	July 15, 2021
Agenda Subject:	BPA's Fourth and Final Purchase Period for Future Tier 2 Power Supply
Submitted by:	Buddy Stanavich Public Works & Utilities
Recommended Action or Motion:	Staff recommends that the Utility Advisory Committee forward a favorable recommendation to City Council to proceed with serving the City's future Tier 2 power supply needs with the Bonneville Power Administration (BPA) Short-Term product for the contract's fourth purchase period.
Background/Summary:	Under the City's Tiered Rate Methodology (TRM) power supply contract with BPA, there are two power supply types. Tier 1 is the City's average megawatt (aMW) allocation of the federally based system, with a 2021 Rate Period High Water Mark (RHWM) of 22.88-aMW, which costs about \$35/MWh. Tier 2 (above RHWM) is additional power supply needs between the RHWM (Tier 1) and the Forecasted Net Requirements (FNR). Tier 2 pricing follows the costs of a specified resource and/or the market. Under the TRM contract there are four purchase periods in which the City must notify BPA where it will procure its Tier 2 power supply. In the first three purchase periods the City chose BPA as the provider for our Tier 2 power supply needs, with an additional 1-aMW from Chelan PUD for the third purchase period. The fourth purchase period notice deadline is September 30, 2021 for Tier 2 power delivery beginning October 1, 2024 through September 30, 2028.
Previous Council Action:	N/A
Analysis:	Presentation attached
Financial Impact:	Based on Mid-C market projections, the estimated cost to serve the City's 2MW's of Above RHWM load for the fourth purchase period with BPA's Short-Term Tier 2 product would be, \$2,500,000 or \$625,000 per year.

Attachments:[City of Ellensburg Power Supply - 2021.pdf](#)[4th Purchase Period election letter ST T2 Option A.docx](#)

City of Ellensburg Power Supply Options

SEPTEMBER 30, 2021

DEADLINE

Overview

- ❖ Tier 2 Power Supply options
- ❖ Resource costs
- ❖ Important dates
- ❖ Opportunities to change elections

Tier 2 Power Supply Alternatives

- ❖ Customers have various options for serving Above-RHWM Load:
 - 1) Non-Federal Resource (Specified or Unspecified)
 - 2) BPA/Federal *Flat Block* Purchase at a Tier 2 rate
 - 3) Combination of the two
 - 4) BPA/Federal Short-Term product
- ❖ The upcoming election deadline is September 30, 2021
- ❖ Above-RHWM Load amounts will not be set until the RHWM processes occurring before future rate cases (e.g. the summer of 2022 for the FY2024-25 Rate Period)

Notice Deadline		Purchase Period	
September 30, 2021	for	FY 2025-2028	

Summary of Tier 2 Alternatives Available for the 4th Purchase Period

Tier 2 Alternative (Customer commitment)	<u>Potential</u> Resources Allocated to Tier 2 Rate Pool (Will evolve over time as more information about available resources and customer needs and interests is available)
Short-Term (5 years)	Short-Term market purchases (5 years or less in duration). Purchases driven by lowest cost market opportunities. Typically follows BPA's fuel mix
Non-Federal Resource	Based on customer interest. (In no particular order: Wind, Geothermal, Solar, Waste Energy Generation, CCCT, Hydro, market purchase.) Resource selection driven by targeted resource & lowest life cycle cost

BPA/Federal - Tier 2 Rate Alternatives

- ❖ Tier 2 rate alternatives will be based on the cost of providing a flat annual block of power
- ❖ Tier 2 rates will be established in 7(i) processes based on:
 - Pricing of power provided at a Tier 2 rate is based on the cost of BPA purchases and resource acquisitions to serve this load including transmission losses.
 - Other cost components that may be included in Tier 2 rates:
 - BPA Overhead Costs – associated with power provided at Tier 2 Rates
 - Resource Support Services (RSS) – for the cost of RSS products needed to convert a resource/purchase into a flat block of energy
 - Additional costs, as appropriate, including risk-related costs, transmission costs, Balancing Authority costs for within-hour balancing, fuel adjustment adders, etc.

Carbon footprint comparison

947^{*} lbs CO₂/MWh

BPA's carbon footprint is considerably smaller than the region or nation thanks to the abundance of carbon-free hydropower.

All figures 2018 data.

^{*}EPA eGRID

^{**}Unspecified market purchases assigned a default emission rate

639^{*} lbs CO₂/MWh

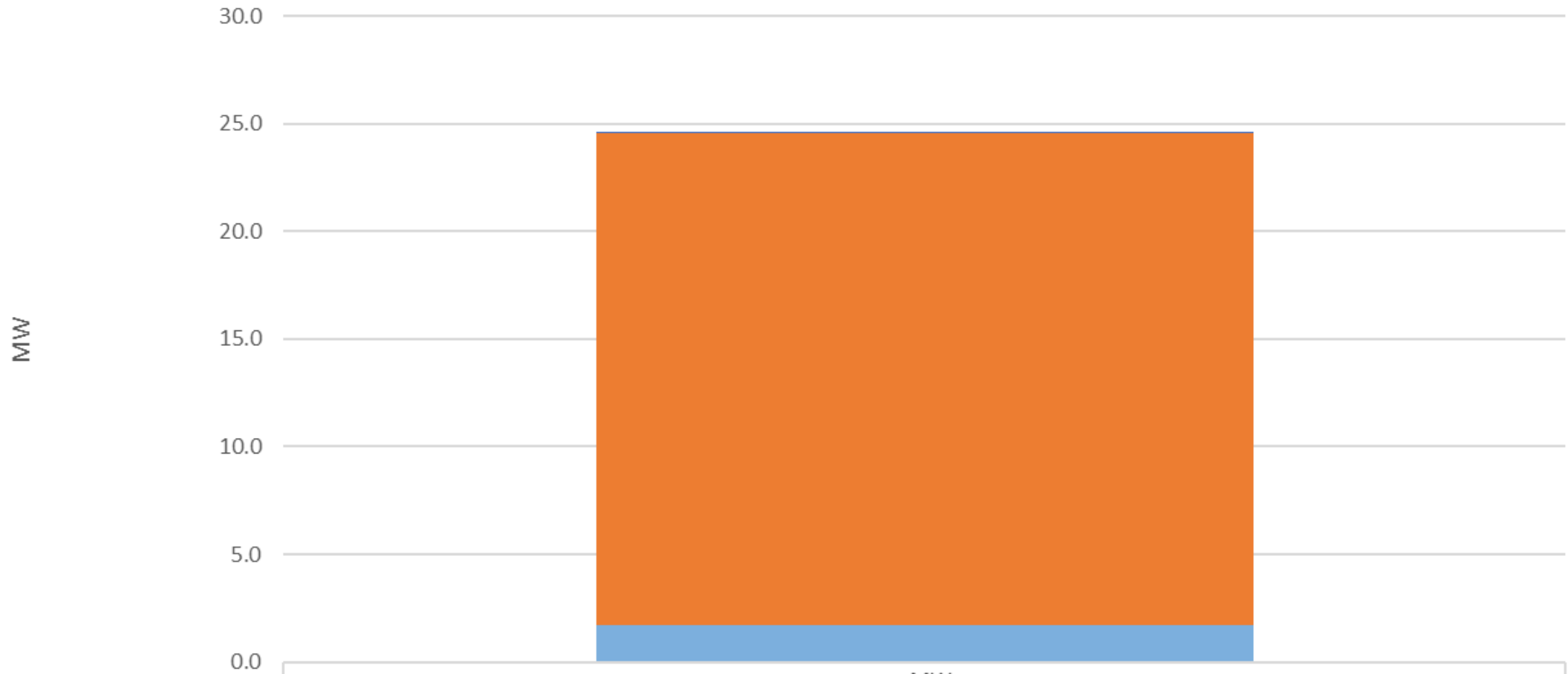
NORTHWEST

NATION

26^{**} lbs CO₂/MWh

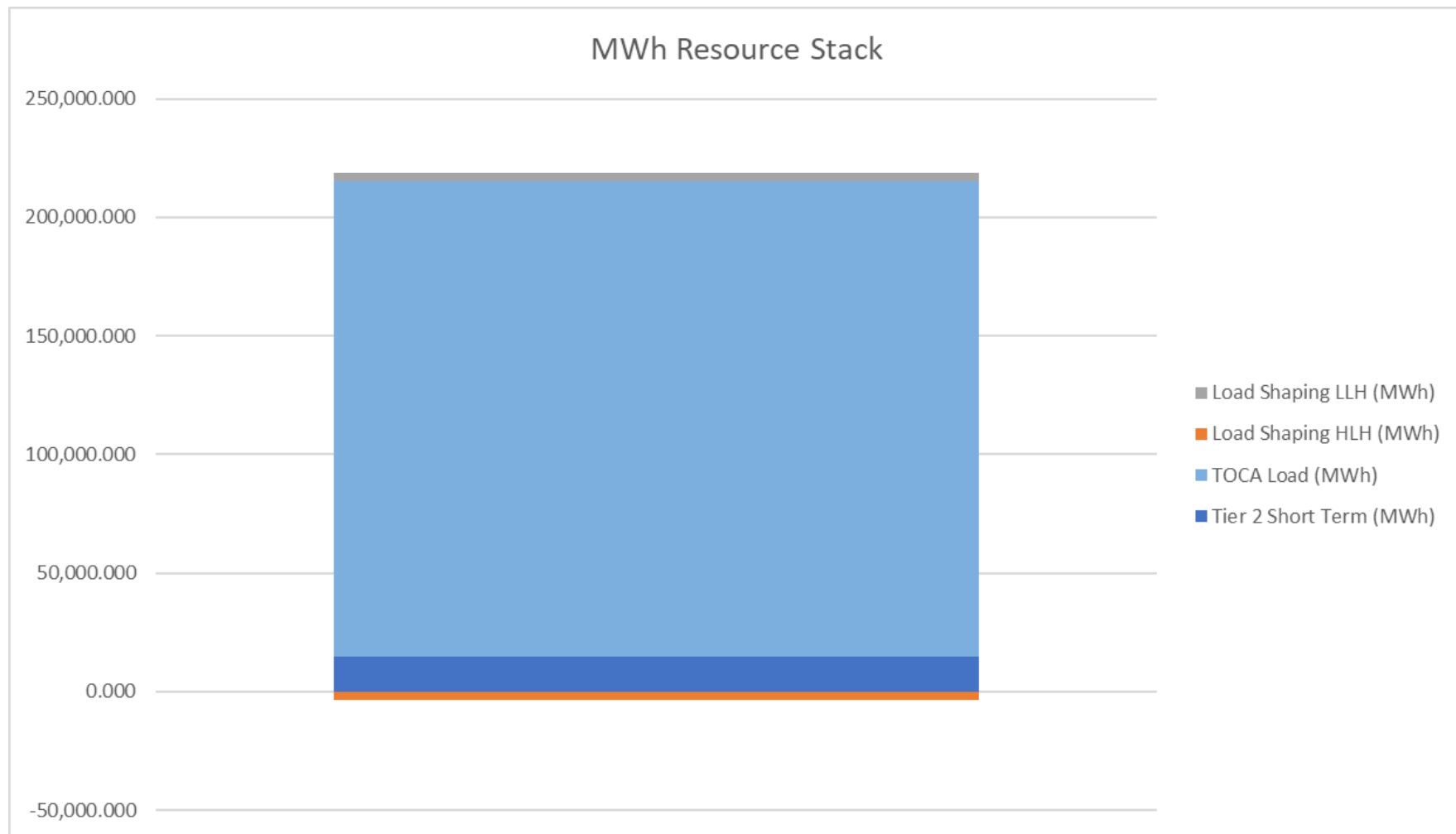
† BPA

aMW Resource Stack



- Load Shaping (MW)
- TOCA Load (MW)
- Tier 2 Short Term (MW)

aMW	
	0.0008
	22.9
	1.7



The Council's Long-term Market Projection

❖ Major Predictions include:

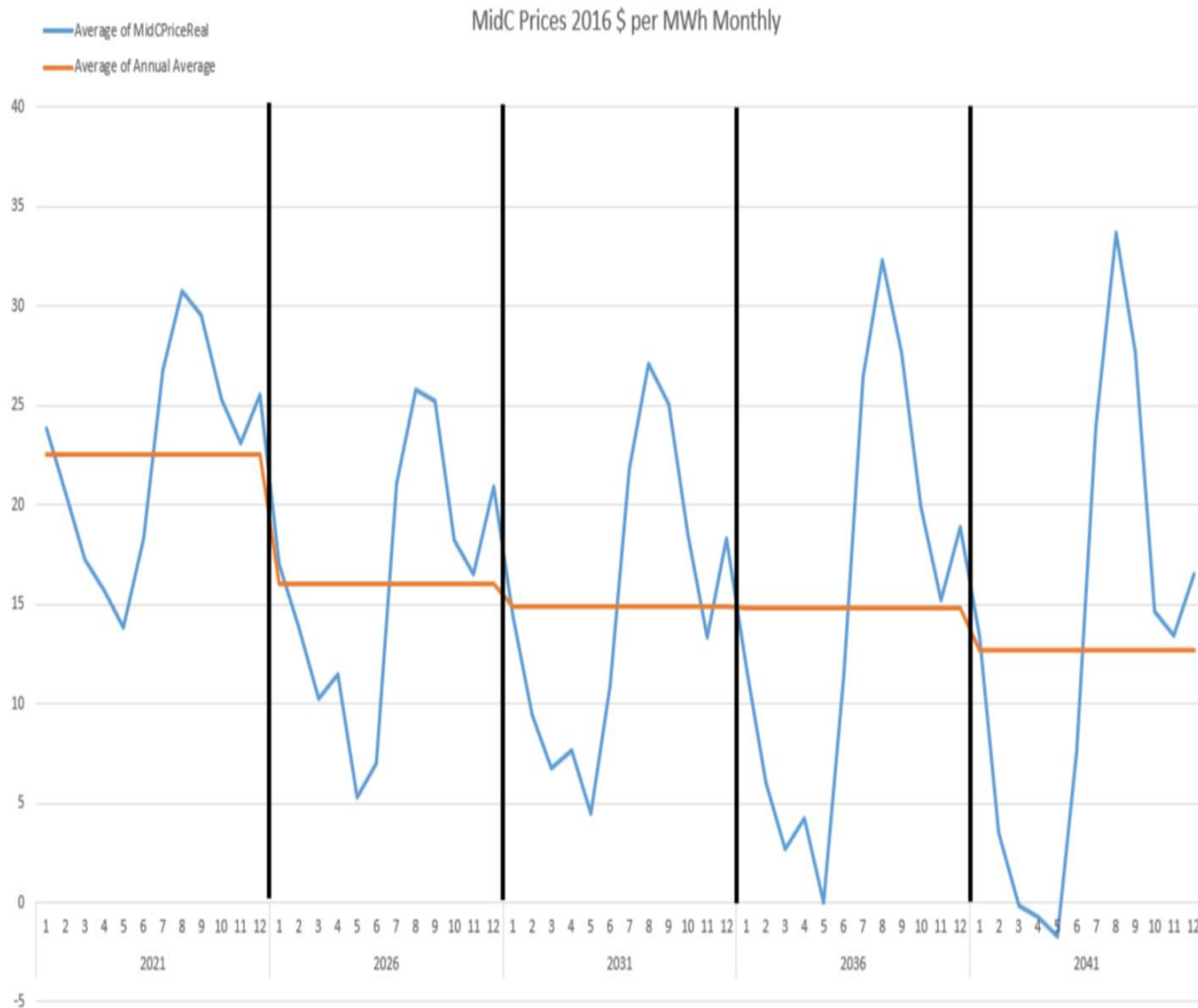
- Shorter, but higher priced weather/market events
- Potential negative daytime pricing in most seasons
- Large curtailments of renewables during oversupply events
- Potential low-priced summer days
- Overall lower average pricing, even with price spikes

❖ Related conclusions:

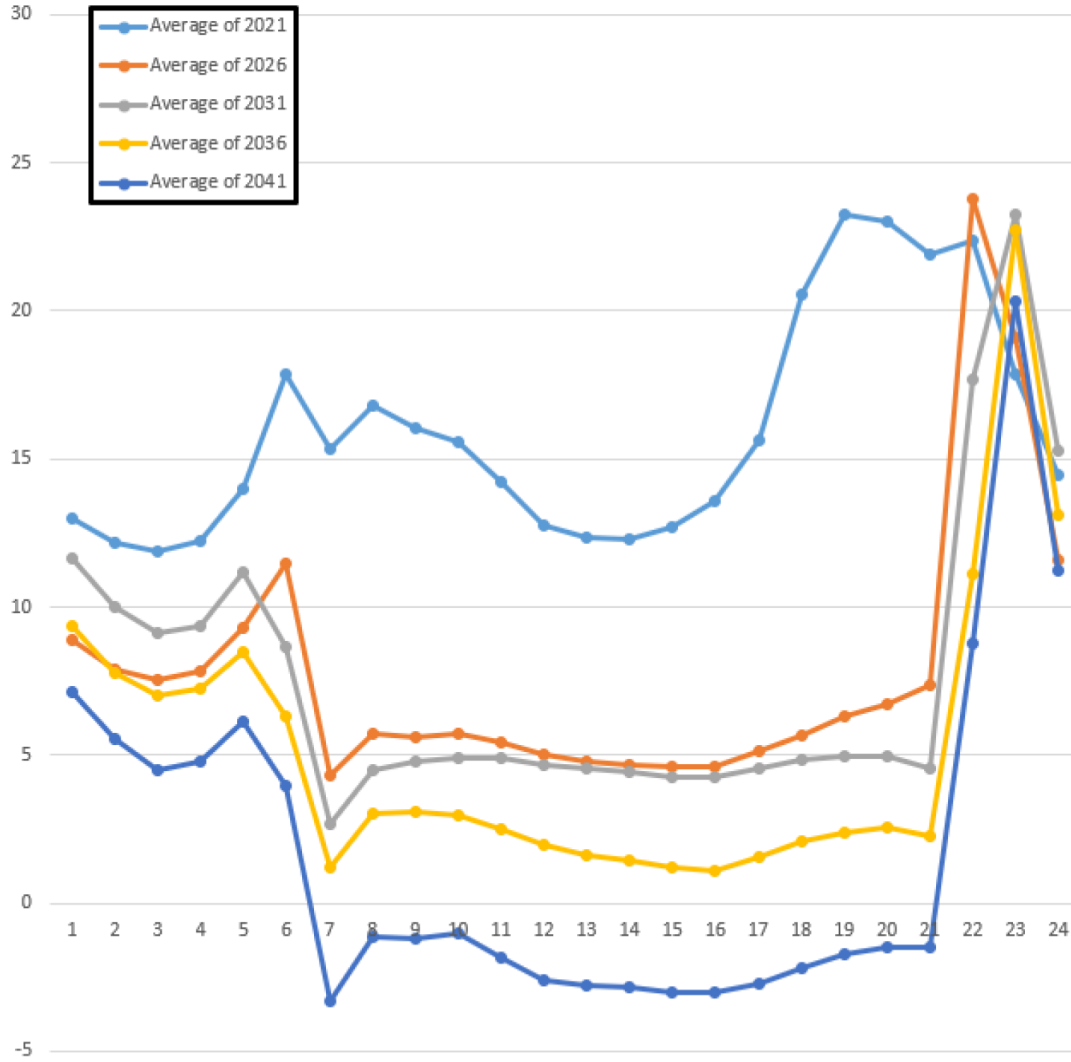
- *Market risk seems to be a key driver in the plan*

❖ Question Area - Lower overall market pricing for BPA?

The Council's Long-term Market Projection

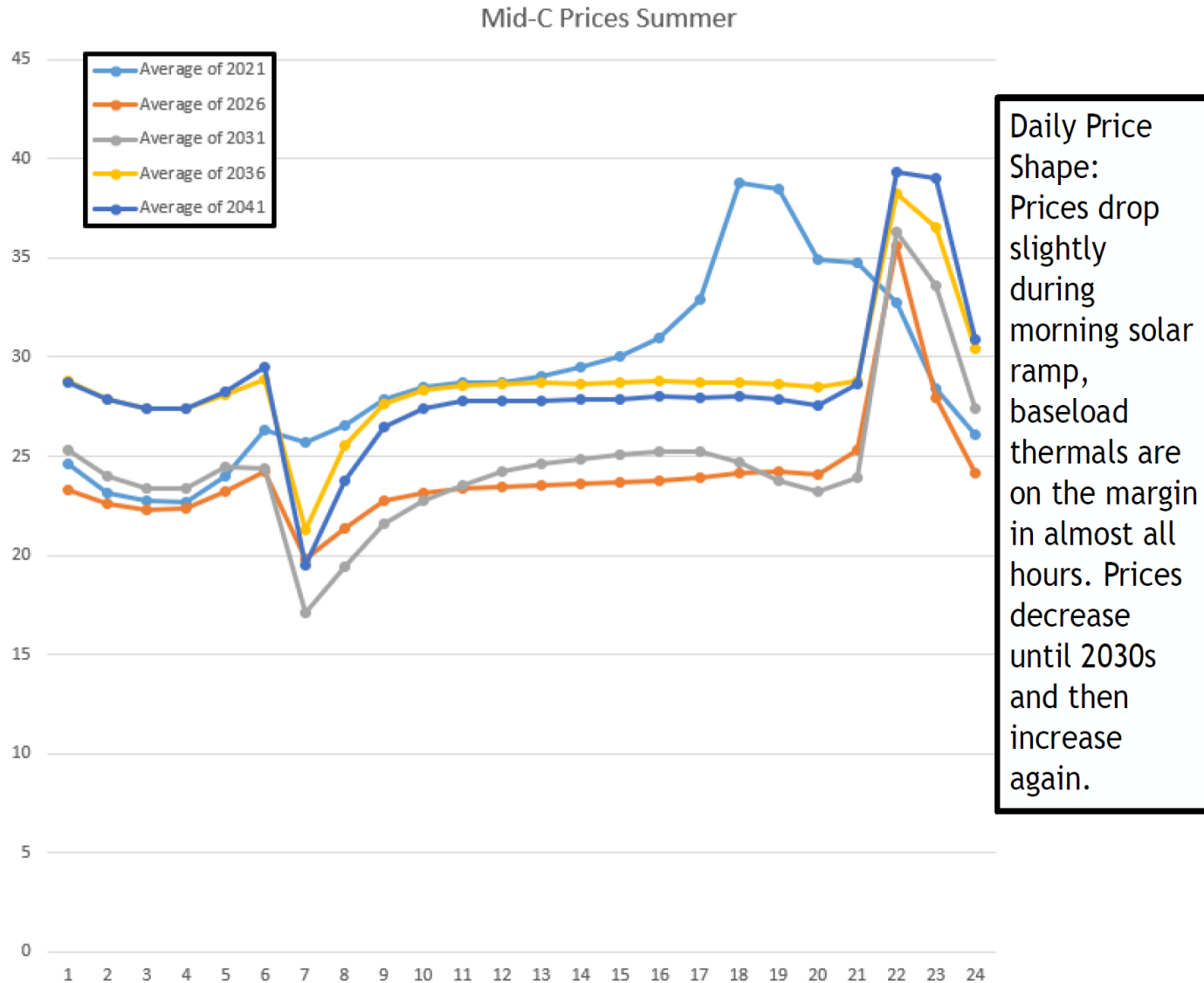


Mid-C Prices Spring



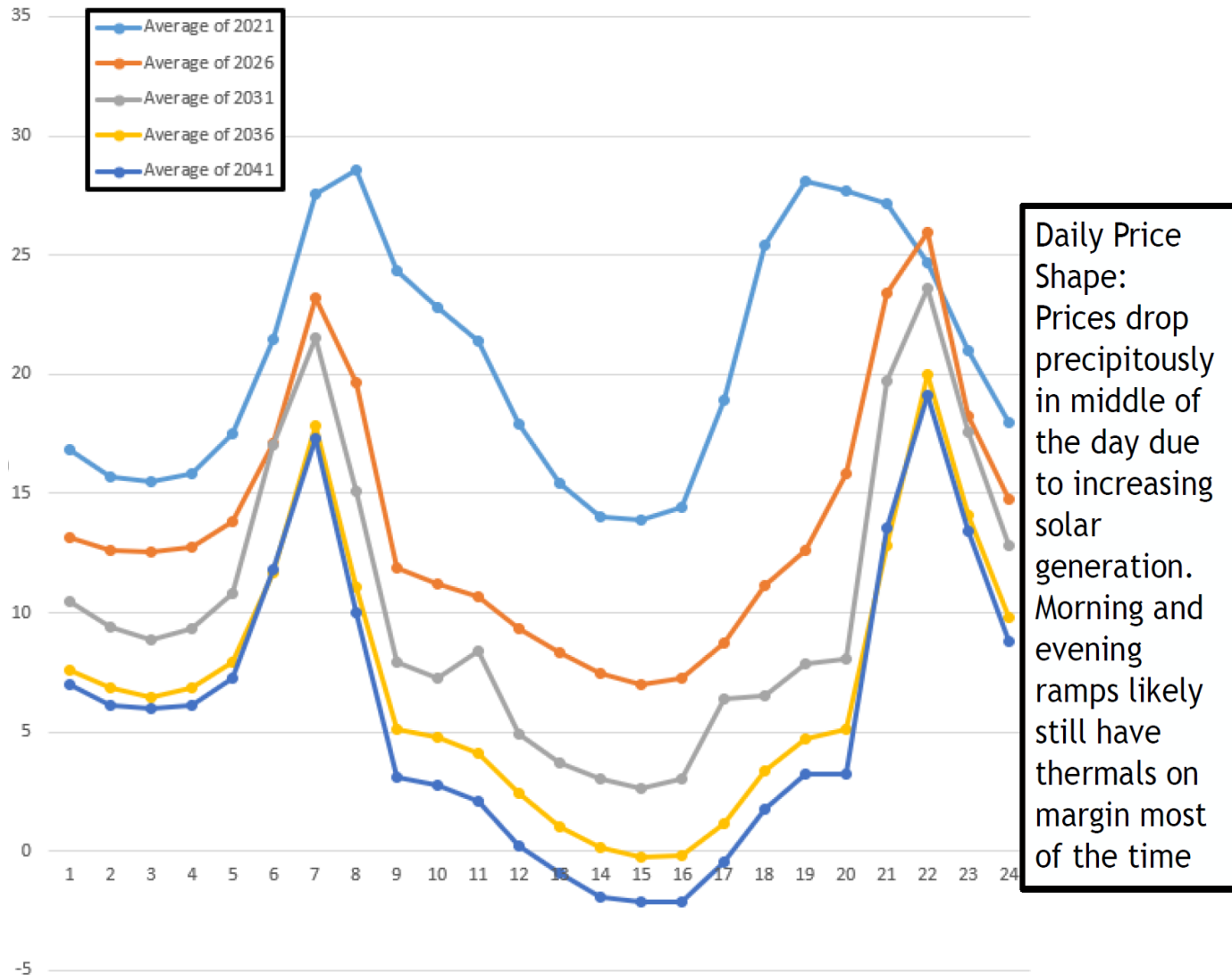
Daily Price Shape:
Prices drop precipitously for most daylight hours. Evening ramps likely still have thermals on margin much of the time

The Council's Long-term Market Projection



The Council's Long-term Market Projection

Mid-C Prices Winter



The Council's Long-term Market Projection

Non-Federal Resources - Considerations

Power Sales Contract

If necessary, customer should request to reduce Short-Term Tier 2 purchase and add non-federal resources by October 31 of the current year, in order for the election change to take effect on October 1 of the following year.

BPA will update these exhibits in the power sales contract to reflect the request:

- Exhibit A, Resources, to add the non-federal resource amounts (Section 3)
- Exhibit C, Purchase Period Election, to update the service to Above-RHWM for the remainder of the Purchase Period (Sections 2.4.1 and 2.5.2)
- Exhibit F, Transmission Scheduling, to add the latest version of the TSS and TCMS language (wholesale revision.)

Transmission

Customer will need to arrange for delivery of the non-federal resource from the seller to BPA's transmission system. Most customers work with their Transmission AE to submit a Transmission Service Request (TSR).

Losses

Customers using Non-federal resources are required to provide losses (Sec. 4.1 of Exhibit F). These may be purchased from BPA's Trading Floor. If a customer elects to use this option, an enabling agreement is required. Template attached.

Scheduling

In order to be eligible for BPA's Transmission Curtailment Management Service (TCMS), a customer needs to elect Transmission Scheduling Service (TSS). There are two types of TSS: TSS Full and TSS Partial. If a customer elects the latter, they will need to register with OATI and/or NASEB, and obtain scheduling software. Both TSS options require access to ISAAC – BPA's scheduling system – which involves a portal user agreement (template attached). If a customer needs to submit items through the portal they will need to also provide BPA a list of IP Addresses so that BPA can white list them with our vendor.

For more information, review Exhibit F of the power sales contract and the Transmission Scheduling Service (TSS) Charges and Transmission Curtailment Management Service (TCMS) Charge section that begins on page 95 of the BP-20 GRSPs. Please refer to Exhibit F and the BP-20 General Rate Schedule Provisions (GRSP) for additional information. The latter is available

here: [https://www.bpa.gov/Finance/RateInformation/Documents/2020%20Power%20Rate%20Schedules%20and%20GRSPs Rev Eff 7-01-20%20v2.pdf](https://www.bpa.gov/Finance/RateInformation/Documents/2020%20Power%20Rate%20Schedules%20and%20GRSPs%20Rev%20Eff%207-01-20%20v2.pdf)

Chelan PUD – 2 MW Indicative Pricing October 1, 2024 through September 30, 2028

Estimated range for 2 MW around-the-clock MIDC carbon-free energy.

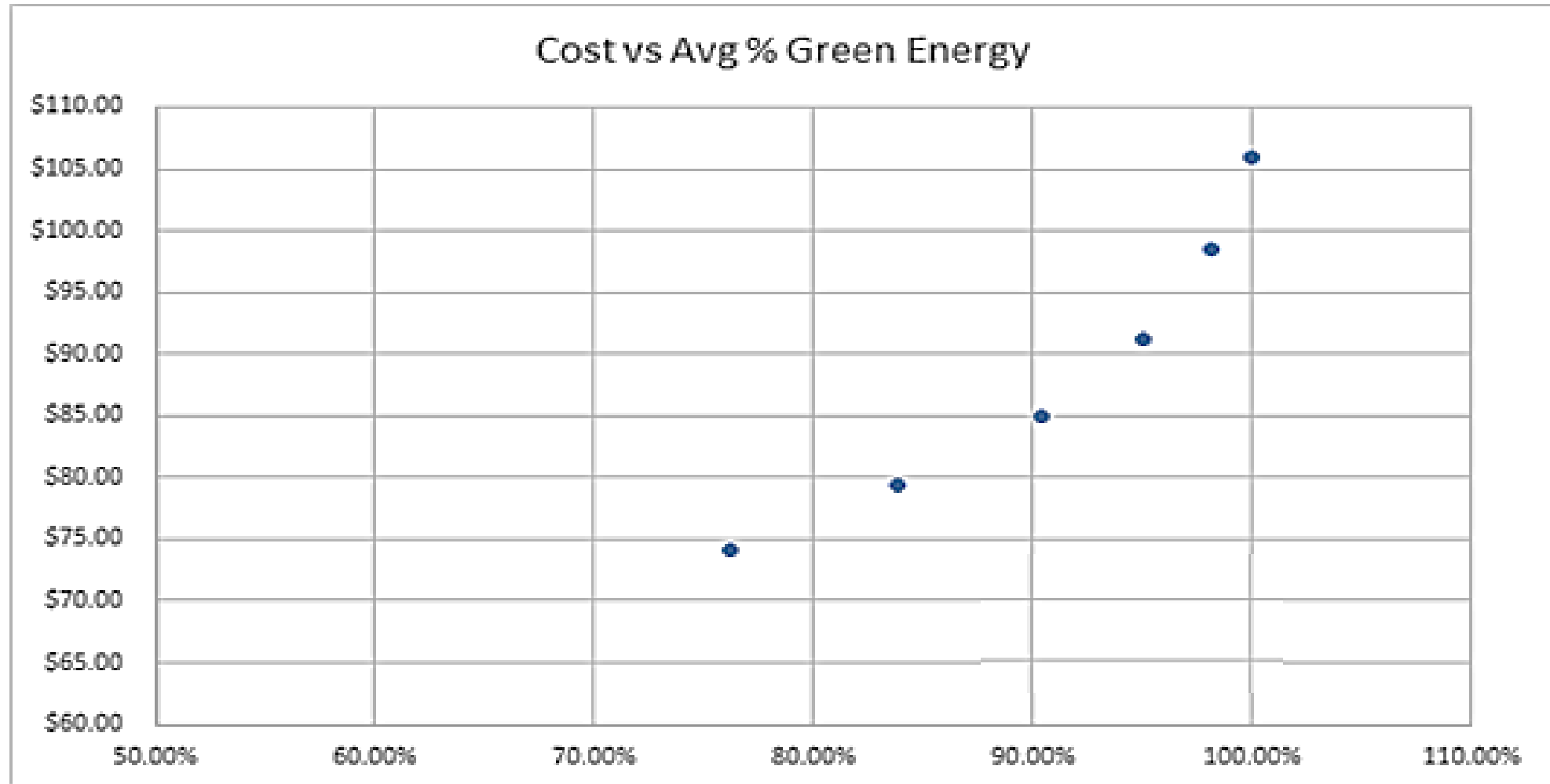
Product:	2MW ATC, MIDC, WSPP Sched C w/ exhibit C-SS (carbon-free)
Term:	10/1/2024-9/30/2028
Est price:	\$51/MWh - \$60/MWh
BPA TSS:	+/- \$2.25/MWh

There is a lot of uncertainty in prices past 2024. Please note the price estimates are indicative and transactional prices may or may not be within this range.

24x7 Green Energy @ MID-C

Basic Assumptions:

- Analysis completed **September 2020.**
- Target percentages of Green Energy by-hour for 100MW ATC, Start 2024 -2038 **(2MW only may command additional premium).**
- PNW winter solar profiles hours (Nov-Jan) are approx. 35% of the PNW solar hours achievable in the Summer months, therefore various % Green Energy targets defined would be achieved with a minimum of 300+ MW of PNW Solar with 150+ MW optimum battery and supplemented with significant MW's sourced from Desert South West (DSW) Solar with appropriate battery storage.
- Acquiring REC's for the similar Term for equivalent MWh's could likely be obtained for approx. \$65/MWh (approx. 90% Green Energy)



Please note these are extremely preliminary, exclude any transmission costs to Ellensburg, and are intended for discussion purposes only around “what would it take” to get varying degrees of 24x7 Green Energy @ MID-C.

Overview of BPA's Short-Term Tier-2 product.

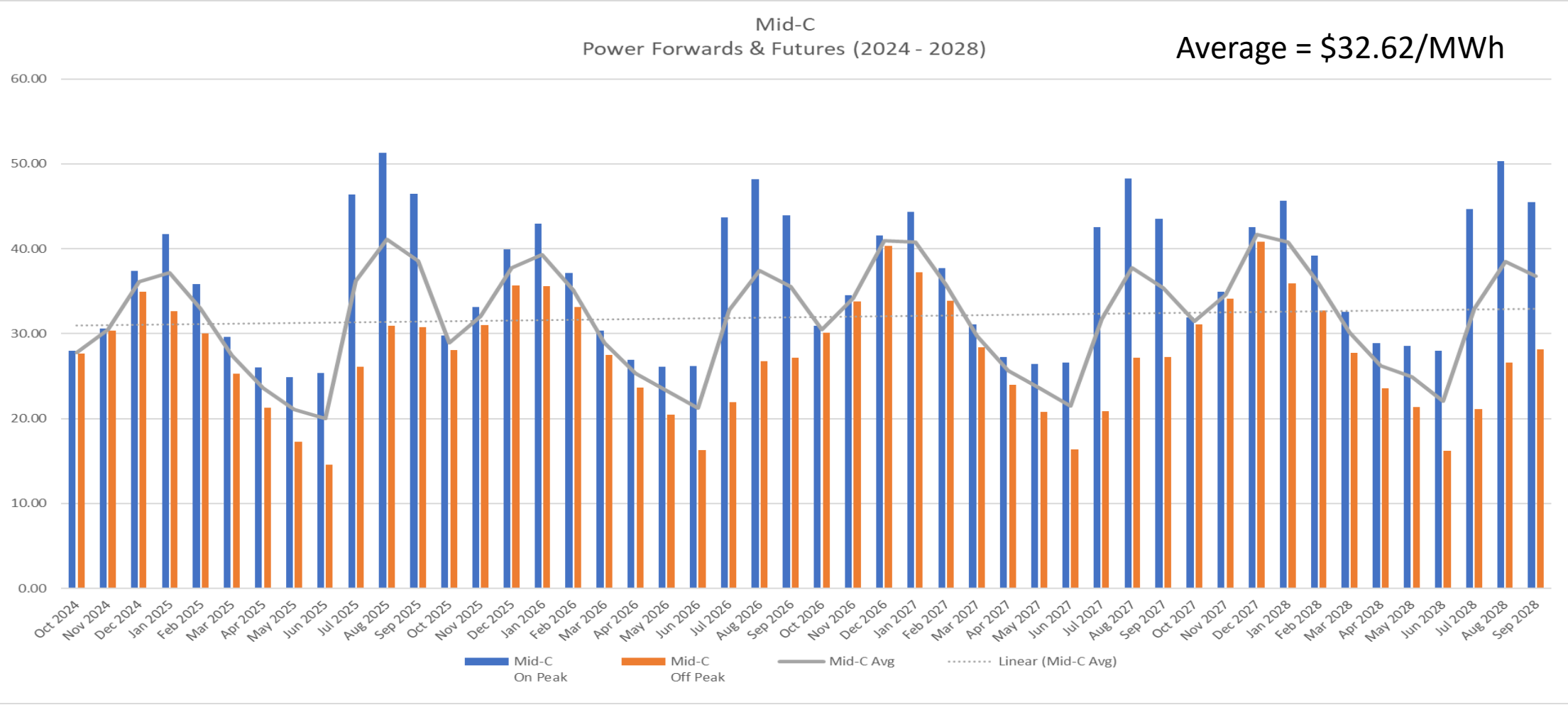
Fiscal Year	Forecast Power Price	Risk Adder	Losses	TSS	Overhead Adder	Short Term Rate
	\$/MWh	\$/MWh	\$/MWh	\$/MWh	\$/MWh	\$/MWh
2020	\$28.27	\$0.00	\$0.87	\$0.11	\$1.07	\$30.32
2021	\$30.84	\$0.00	\$0.94	\$0.11	\$1.11	\$33.00

BPA's Short-Term Tier 2 Rate Benefits include:

- Firm network transmission
- No adder for odd lot purchase size (>25 MW or < 25 MW increments)
- No requirement for customer to post additional credit support
- No adder for the very low carbon output of the FCRPS

BPA's Short-Term Tier 2 Rate History

Fiscal Year	Rate Case	Short Term
2012	BP-12	\$46.48
2013	BP-12	\$48.69
2014	BP-14	\$35.58
2015	BP-14	\$39.65
2016	BP-16	\$29.72
2017	BP-16	\$32.01
2018	BP-18	\$27.20
2019	BP-18	\$24.97
2020	BP-20	\$30.32
2021	BP-20	\$33.00



S&P Global

Market Intelligence Power Forwards & Futures (Data)

Load Following Options to Change Elections

- ❖ By October 31st of a Rate Case year, a customer may...
 - **Reduce amounts of power purchased at the Short-Term Rate (Ex C §2.4.2)**
 - Possibility of damages

Load Following Options to Change Elections

❖ By October 31st of a Rate Case year, a customer may...

- **Reduce amounts of power purchased at the Short-Term Rate (Ex C §2.4.2)**
 - Possibility of damages
- **Add a dedicated resource (Specified or Unspecified) (§3.5.1.2)**
 - A customer may add a non-federal resource(s) to meet any obligation it has to serve its Above-RHWM Load (e.g. by also modifying its Short-Term Rate purchase amounts as discussed above)
- **Purchase Resource Support Services (RSS) for a new Specified Resource (Ex D §2.2)**

Options to Change Elections

Effective Rate Period	Notice Deadline (October 31 st of a Rate Case Year)
FY 2024 - 2025	October 31, 2022
FY 2026 - 2027	October 31, 2024
FY 2028 - 2029	October 31, 2026



CITY OF ELLENSBURG
Public Works & Utilities Department
501 North Anderson Street
Ellensburg, WA 98926
Ph: (509) 962-7230

September 30, 2021

Hope Ross
Account Executive
Bonneville Power Administration
Eastern Customer Service Center
1620 East Hawthorne Rd, PO Box 789
Mead, WA 99021

Dear Hope:

In accordance with the terms of Ellensburg's Power Sales Agreement 09PB-13037, I am hereby making our election for Above Rate Period High Water Mark (RHW) Load power supply for the fourth Purchase Period beginning October 1, 2024 through September 30, 2028.

Ellensburg elects to use Alternative A ("Customer Planned Load Not Otherwise Served") of the Tier 2 Short-Term Rate (Section 2.4.1.1 of Exhibit C of the Power Sales Agreement). The table below indicates the "up to" amounts of Dedicated Resources that Ellensburg elects to use to serve its Above-RHW load for each year of the fourth Purchase Period, as applicable.

Fourth Purchase Period Dedicated Resource Elections					
FY	2025	2026	2027	2028	2029
Election (aMW)	0	0	0	0	0

Furthermore, Ellensburg elects the "round down" option offered by BPA for the fourth Purchase Period. By electing the "round down" option, after the Above-RHW load amounts are set in the applicable RHW process, the Dedicated Resource amounts will be "rounded down" to the next lowest whole average megawatt amount, if necessary. Any fractional megawatt amount resulting from the rounding down will be served at the Tier 2 Short-Term Rate.

At this point in time, Ellensburg is not adding a Specified Resource to its Exhibit A and therefore the Dedicated Resource amounts stated above will be served with Unspecified Resource Amounts. Notwithstanding the foregoing, Ellensburg reserves its right to add Specified Resources pursuant to Section 3.5.1.2 of the Power Sales Agreement. This requires Ellensburg to notify BPA of its election in writing by October 31 of a Rate Case Year, then Ellensburg may add Specified Resources to section 2 of Exhibit A with amounts effective at the start of the upcoming Rate Period.

This will put BPA's Short-Term Tier 2 product in the default 1st position to serve Above-RHW load amounts until Ellensburg notifies BPA in a Rate Case Year of a change in Specified Resources as noted above. The notice process will allow for a non-federal Unspecified Resource to displace BPA's Short-Term Tier 2 product.

Thank you for your consideration and help getting the details in this decision correct.

Sincerely,

Ryan Lyyski
Public Works & Utilities Director
City of Ellensburg

DRAFT

Ellensburg Utility Advisory Committee
Public Works & Utilities Issues and Updates
July 15, 2021

Consent Items

Agenda Reports for items approved by the City Council since our last meeting are attached.

All Utilities

- Bull Road utility project began on Monday, March 15th. All work has been completed north of I-90, and the contractor is now installing the utilities on Berry Road. Beginning July 15th, the contractor will begin the temporary bypassing of Wilson Creek to allow for the installation of all utilities under the creek and the installation of a new bridge. The work in the vicinity of Wilson Creek will take approx. one month to complete, after which the contractor will then continue East with the utility installation from Wilson Creek to Bull Road. The final piece of the looping the utilities will be the section between I-90 and Berry Road, which will begin in late Oct. after the Bull Ditch Canal is off and the utilities can be laid under the canal.

Sewer

- Collections crews are continuing work on the Spring Jet List, inspections, and locates.
- Crews are continuing grounds maintenance projects at the WWTF.
- Crews repaired a broken sewer main on 10th Ave and Cora St which created a sink hole in the shoulder of the road.
- Staff has requested that Council accept Bid Call #2020-10 for the procurement of four surface aerators as complete.
- As discussed in the May UAC meeting, staff completed and submitted for earmark funding through Senator Cantwell's office for the following projects:
 - o Renewable Natural Gas project at the Waste Water Treatment Facility (WWTF) to reclaim the methane produced at the WWTF through normal plant operations and to scrub and inject into the City's natural gas system instead of flaring off the methane.
 - o Anderson Road Sewer and Fiber/Telecom Extension from the current utilities end in Umptanum Road, west to Anderson Road, then north in Anderson Road to 1st Ave. This project would provide these needed utilities to currently undeveloped Industrial zoned property and allow for the removal of the existing sewer lift/pump station. This project is consistent with goals outlined in our current Comprehensive Plan.
 - o Downtown Park and downtown WIFI.

Water

- Water pumped for June 2021 was 212,220,662 compared to June 2020 which was 180,244,520.
- Staff is working with Conley Engineering and IT on the Water Transfer Station Upgrade.
- The Consumer Confidence Report certification was completed and sent to WSDOH on 6/8/21.
- Staff worked with RH2 on the completion of the Risk and Resilience assessment portion of the AWIA, and certification was sent to EPA on 6/24/21.
- The Water Use Efficiency report was completed and sent to WSDOH on 6/24/21.
- Staff is working with Coho Water Resources on various water resource items.

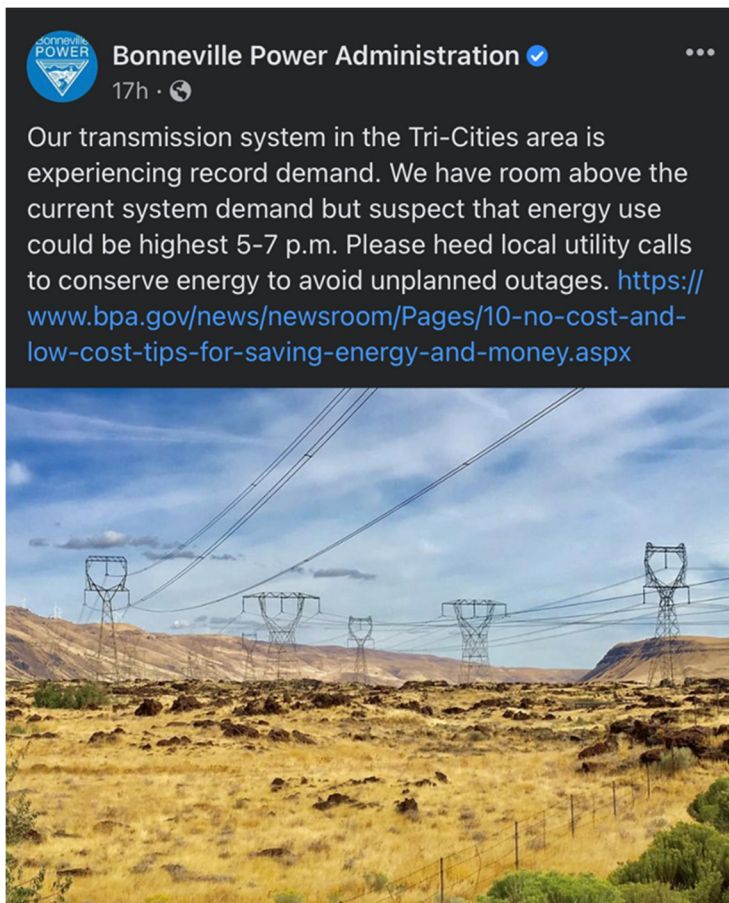
- The water utility continues its work with Conley Engineering on replacement of the telemetry system software.
- The City of Ellensburg has received a \$20,000 grant to complete a pre-feasibility study for an Aquifer Storage and Recovery (ASR) evaluation. This grant will allow for a preliminary analysis to determine if a complete ASR Pilot Study project is recommended. If preliminary findings are promising, staff will pursue additional grant funding from the Dept. of Ecology for the ASR Pilot Project.

Storm

- Gateway I design is moving forward. The communication companies have finished locating their utilities and Erlandsen is conducting the on the ground survey. Once completed, the consultant will re-design some features around the communication utilities and submit to the city the 100% bid set for fall 2021.
- Gateway II, staff selected three consultants from the MRSC roster and conducted interviews on June 6, 2021. Aspect Engineering was chosen to the design, permit and oversee the construction of the project. Aspect is finishing up a scope of work and agreement that will go through the UAC and Council soon.
- Bridge levee re-design is completed at 100% and the bridge could go out to bid late fall. Alongside this effort is the certification work that Aspect Engineering is performing to meet FEMA standards.
- Summer maintenance and inspection is on schedule.
- Staff will prepare to jointly write a grant application to help with flooding on East Wilson and West Wilson late summer early fall.
- The new outreach and effectiveness study conducted by Osborne Consulting is underway and on schedule.

Electric

- A Journeyman Lineman position is still vacant and being advertised as well as a Temporary Lineman.
- Crews are focusing on a large Capital underground project on North Walnut.
- Crews responded to a power outage in the area of 15th and Cora, due to a dig in.
- The ESD's high voltage contractor (DJ's Electric) completed the installation of primary cable down Cora St.
- The installation of the primary service lateral and transformer for the New Elementary School is tentatively scheduled in the next two weeks pending notification from the contractor.
- Installation of conduits for the north portion of Bull Rd. is mostly complete pending final tie-ins. The installation of conduit inside the casings at the I-90 crossing is complete pending final tie-ins.
- City Council at the June 7th meeting approved the award of RFQ R21-18 Currier Creek - Reecer Creek Primary Extension to the lowest responsive bidder Titan Power in the amount of \$53,991.80. Titan is scheduled to begin work July 19th.
- Staff is issued the Request for Qualifications for consultant services for the Dolarway Substation Improvements with responses due July 8th. Staff will begin the selection process and will be returning to the UAC with recommendations for a consultant at the Aug. 19th meeting.



Gas

- Crews completed annual regulator station maintenance and are working on the annual valve maintenance as well as other scheduled construction and maintenance projects. After annual valve maintenance is complete, crews will move onto annual leak survey.
- The Washington Utilities & Transportation Commission (UTC) performed an audit our Damage Prevention & Public Awareness Program as well as an Annual System Review audit of our system and records on June 23rd. Letters were received from the UTC stating no violations were found.
- Staff and crew participated in joint HazMat/Emergency Response training with KVFR at our Seattle Regulator Station on June 24th. The training was followed up with discussions on responding to gas leak and CO call-outs and procedures.
- The Gas Division was an APGA Safety Contest winner for the 2020 calendar year. Email received from APGA below:

To: City of Ellensburg

Congratulations!

Your system is an APGA Safety Contest winner for the 2020 calendar year. APGA recognizes your accomplishment and believes that without the dedication of each one of our employees this achievement would not be possible.

We hope you continue on your safety journey and remain committed to the safety and well-being of your employees. Life has had many distractions lately, but your employees' dedication to a safe workplace has remained. That's not an easy task and is something you all should be proud of.

"You don't get results by focusing on results. You get results by focusing on the actions that produce results." – Mike Hawkins

For each group, the winners have the lowest number of recordable injuries in the provided man-hours worked.

A certificate will be mailed to you noting this achievement. You will also be recognized on APGA's social media platforms.

Thank you & take care,

Erin Kurilla

Vice President, Operations and Pipeline Safety

[American Public Gas Association](https://www.americanpublicgas.org/)

P: 202-905-2904 | ekurilla@apga.org

-

Post Date: 06/23/2021
Category: CRITICAL NOTES

Subcategory: ENTITLEMENT

TSP Name: Northwest Pipeline LLC TSP: 67977322

Critical: Y
Notice Stat Desc: SUPERSEDE
Notice Type Desc: PIPELINE CONDITIONS
Post D/T: 06/23/2021 4:02 PM MCT
Notice Eff D/T: 06/23/2021 4:02 PM MCT
Notice End D/T:
Reqrd Rsp Desc: No response required
Rsp D/T:

Notice ID: 21-104
Prior Notice: 21-082
Subject: Hot Weather Forecast and Reminder of System-Wide Underrun Entitlement Warning

Notice Text:

With the heatwave forecasted for the Pacific Northwest this weekend and continuing into next week, Northwest is requesting customers to stay on

- rate and align its market/supply.