

CITY COUNCIL AGENDA

April 7, 2025



Ellensburg City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at ectv2.com or on YouTube at ECTV Ellensburg. Members of the public may attend City Council meetings either in person in the City Council Chambers, 501 N Anderson Street, Ellensburg, WA 98926 or by registering to attend remotely via video conference.

To attend the city council meeting virtually register here:

https://us02web.zoom.us/webinar/register/WN_4XW94CuaQISrO8d80m1spA

The 6 p.m. Study Session will take place in the City Council Chambers, 501 N Anderson Street, Ellensburg, WA 98926. No public comment will be accepted. The meeting is available to livestream on YouTube at ECTV Ellensburg.

Closed Captioning is available to Zoom viewers. To enable closed captioning, you will need to click on the "CC" button at the bottom of your Zoom screen and then select either "Show Subtitle" or "View Full Transcript."

AMERICANS WITH DISABILITIES ACT

The City of Ellensburg strives to make our services, programs, and activities readily accessible and usable by individuals with disabilities. Reasonable accommodations will be made upon request. Please furnish the ADA Coordinator with your request in sufficient time for the City to provide a reasonable accommodation by calling the City of Ellensburg ADA Coordinator at (509) 962-7222 or email ADAcordinator@ellensburgwa.gov.

COUNCIL MEETING

GUIDELINES FOR PUBLIC PARTICIPATION

All City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at www.ectv2.com or on YouTube at [ECTV Ellensburg](http://ECTV.Ellensburg). You may also attend by phone, only, and listen to the meeting by following the registration instructions under “Procedure for Remote Participation During Meeting” below. Once you register, you will be sent a meeting invitation with a phone number for the meeting.

Public comment on Non-Agenda Issues (Item No. 7) is limited to a combined total of thirty (30) minutes unless Council votes to extend the time. Testimony or comments will be accepted in the following manner:

SUBMISSION OF WRITTEN COMMENTS

- **Written comments submitted in advance of meeting**
Submit written comments by mail to Beth Leader, City Clerk, Ellensburg City Hall, 501 N. Anderson St., Ellensburg, WA 98926, or via email to: cityclerk@ellensburgwa.gov. Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.
- **Comments for public hearings**
Written comments must be received by the City Clerk by 5 p.m. on the meeting date. Comments can either be mailed to Beth Leader, City Clerk, Ellensburg City Hall, 501 N. Anderson St., Ellensburg, WA 98926, or sent via email to: cityclerk@ellensburgwa.gov. Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.

PROCEDURE FOR REMOTE PARTICIPATION DURING MEETING

1. ***Advance registration is required to provide public comment or hearing testimony via remote meeting attendance. Once registered, you will receive an email with the meeting link and phone number (for those who wish to call into the meeting).***
 - a) Anyone wishing to provide public comment on ***Non-Agenda Issues*** (Item No. 7 on the Agenda) must: 1. Register via the Zoom link by no later than 24 hours prior to the meeting; and 2. Provide a description in the Zoom registration form of the topic upon which they wish to speak with sufficient detail to allow the Mayor to determine whether it pertains to City business or a matter over which Council has control.
 - b) Anyone wishing to speak on ***all other Agenda items*** where it specifically states “Public Comment Opportunity” must register prior to 7 p.m. the day of the meeting.
2. Join the meeting early, as you may need to download the app in advance to participate. Once you’ve joined the meeting, your camera and microphone will be muted until you are recognized by the Mayor to speak.
3. Please note that there may be several items on the City Council Agenda that will precede the agenda item you wish to address.
4. The Mayor will identify the agenda item and ask if anyone wishes to speak on the matter.
5. If you wish to speak on an agenda item, you must:
 - a) Wait to be called upon by the Mayor using your name, e-mail, or phone number used to log in to the teleconference.
 - b) Raise your “virtual hand” in the corner of Zoom application on the computer screen or press *9 on your phone. Raising your hand signals the moderator that you wish to speak.
6. Please state your name, whether you live in the City of Ellensburg, Kittitas County or elsewhere, and whether you are representing only yourself or others.

PROCEDURE FOR IN-PERSON PARTICIPATION (COUNCIL CHAMBERS)

- ◆ When recognized, approach the microphone provided on the right side of the room.
- ◆ Please state your name, whether you live in the City of Ellensburg, Kittitas County or elsewhere, and whether you are representing only yourself or others.
- ◆ Each speaker's comments are to be limited to 3 MINUTES.
- ◆ Submit any written comments to the City Clerk.
- ◆ Speakers are cautioned not to make comments of a personal, impertinent or derogatory nature.
- ◆ Speakers may not identify themselves as candidates for elective public office or make any statements which assist or discuss the campaign of a candidate for elective office or discuss or campaign for or against a ballot proposition (unless the ballot proposition is being considered as part of the City Council agenda item).

PUBLIC COMMENT RULES FOR ALL MEETING PARTICIPANTS

1. Each speaker's comments are to be limited to 3 MINUTES.
2. Speakers are cautioned not to engage in conduct that disrupts, disturbs or otherwise impedes the orderly conduct of the Council meeting.
3. Speakers may not identify themselves as candidates for elective public office or make any statements which assist or discuss the campaign of a candidate for elective office or discuss or campaign for or against a ballot proposition (unless the ballot proposition is being considered as part of the City Council agenda item).
4. Speakers providing comments on Item 7, Non-Agenda Issues, may only address the Council on matters which concern the City's business or over which the Council has control, and must announce the topic upon which they wish to speak before making their comments.

Please note: City Council Rules provide that no action will be taken by the Council at the meeting at which a subject is first introduced during the citizen comment period (Item 7 on the Agenda). Council may consider an item at a future meeting, thus you may wish to concisely state your concern and request placement of your matter on a future agenda. Staff will follow up with speakers as necessary.

CONSENT AGENDA

Members of the audience may request items be removed from the consent agenda by asking for recognition and making the request during Agenda Approval. Items will not be removed from the consent agenda unless your request is confirmed by a councilmember.

AGENDA ITEMS

If you wish to have an item placed on a Council agenda, a written request should be delivered to the City Manager's Office prior to noon on the Monday preceding the Council meeting. Assistance will be provided in preparing a request if you wish to contact the City Clerk at (509) 925-8614.

PUBLIC HEARINGS

City Council accepts testimony or comments in person or via remote testimony on a particular subject schedule for Public Hearing. Council will consider all testimony, respond to any questions, and take action after the public hearing is closed. Testimony or comments will be accepted in the following manner:

1. When recognized,
 - If attending in the Council Chambers, approach the microphone provided on the right side of the room.
 - If attending remotely, raise your "virtual hand" in the corner of Zoom application on the computer screen or press *9 on your phone.
2. Please state your name, address, and whether you are representing only yourself or others.
3. Please limit your comments to 5 MINUTES.
4. Submit written comments to the City Clerk.

**CITY OF ELLENSBURG
CITY COUNCIL AGENDA
Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom
Monday, April 7, 2025
6:00 PM – Study Session
7:00 PM - Regular Meeting**

Study Session

A City Communications/Social Media Policy/Board & Commission Discussion 6

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations (No Public Comment)

2.A Arbor Day 2025 27

2.B National Safe Digging Month 2025 28

3. Awards and Recognitions

4. Approval of Agenda (No Public Comment)

5. Consent Agenda (No Public Comment)

Items listed below have been distributed to Councilmembers 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 Councilmember or at the request of a member of the public with concurrence of a Councilmember. Requests to remove items should be made under Item 4 Approval of Agenda.

5.A Approve Minutes of March 17, 2025 Regular Meeting 29

5.B Acknowledge Minutes of Boards and Commissions 35

5.C Washington State Department of Commerce Grid Modernization 56

5.D Congressionally Directed Spending for the Solar Park and Grid Modernization – Authorization to Sign Contract Documents with Department of Energy 58

5.E Award Bid Call 2025-05 Water Street Overlay- Main St to Bender Rd 60

5.F Public Transit Amendment Agreement between the City of Ellensburg and HopeSource 62

5.G Paratransit Operating Amendment Agreement between the City of Ellensburg and HopeSource 64

5.H	Authorize City Manager's Signature on a Memorandum of Understanding with Teamsters Local 760 (Police)	67
5.I	Approve April 7, 2025 Voucher Listing	70
6.	Petitions, Protests, and Communications	
6.A	Board & Commission Appointment - Lodging Tax Advisory Committee (Public Comment Opportunity)	71
6.B	KITTCOM Update - Rich Elliott, Director	
7.	Public Comment on Non-agenda Issues	
8.	Business Requiring Public Hearings	
9.	Introduction and Adoption of Ordinances and Resolutions	
10.	Unfinished Business	
10.A	Continued Discussion on Renewing Transportation Benefit District (TBD) Funding by Ballot Measure in 2025 (Public Comment Opportunity)	75
11.	New Business	
11.A	2023 Electrical System Plan (Public Comment Opportunity)	102
11.B	Employment Agreement with Christopher E Horner (Public Comment Opportunity)	288
12.	Miscellaneous	
12.A	Manager's Report (No Public Comment)	301
12.B	Councilmembers' Reports (No Public Comment)	
13.	Executive Session	
14.	Adjournment	

City of Ellensburg Communications Overview

April 7, 2025
City Council Study Session

Nicole Klauss, Public Information Officer
Heidi Behrends Cerniwey, City Manager



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Today's Topics

- Communications Overview – How the City communicates & 2024 recap
- Accessibility Changes – Review changes coming soon
- Recognizing Holidays – Current practices & some examples of what other cities do
- Social Media Comments – On or off, benefits & challenges
- Board & Commission Meeting Recordings – Review processes and considerations



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How the City Communicates

How the City Communicates



Website Communications



In Person



Print Publications



eNewsletters



Advertising & PR



Social Media



Text & Email Notifications



At Events



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WASHINGTON

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City Website - 2024

Website Page Views were up 9.75%

Website Users were up 9.78%

Website event counts* were up 2.67%

**Event counts include page view, scroll, click, file download, session start, first visit*

Mobile 54.4% of visits

Desktop 44.2% of visits

Tablet 1.4% of visits

Top viewed web pages:

1. Home Page
2. Utilities
3. Jobs
4. Library
5. Pool & Fitness Center

Top searched terms:

1. Pool
2. Pool Schedule
3. Memorial Pool & Fitness Center
4. Library
5. Rebates



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Ellensburg Insider Monthly e-Newsletter - 2024



601 Subscribers (up 18%)
12 Editions
66% Average open rate*
8% Average click rate*

*Higher than industry average open rate
of 42.14% & average click rate of 1.65%
Constant Contact December 2024 industry rates

Subscribe
www.ellensburgwa.gov/newsletter



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Subscribe To Email/Text Alerts

- Opt-in alerts.
- Emergency notifications for electric, gas, snow/ice, flooding, water, fire, and emergency street closures.
- City of Ellensburg newsfeed for news, events, and projects.
- Other notifications for jobs, calendar, and PW bid openings.

www.ellensburgwa.gov/subscribe

Newsflash: 246 (up 40%)
Jobs: 839 (up 5%)
Emergency
Notifications: 629 (up 24%)
Bid Postings: 276 (up 30%)



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Other

- **Annual report:** Mailed to 8,400+ residents & posted online (look for 2024 report this month)
- **Utility bill inserts:** Mailed to utility customers
- **Press releases in 2024:** 25
- **Media mentions in 2024:** 230+ Top 3 subjects: sleep center, pizza klatch, & Unity Park
- **BeHeardEburg** was retired
- **Ellensburg Academy**
- **Coffee with Council**
- **Surveys, Open Houses, etc.**



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Facebook - 2024

Facebook was our most popular social media platform with 35,553 followers across all our active pages:

- City of Ellensburg
- Ellensburg Police Department
- Parks and Recreation
- Ellensburg Arts Commission
- Library
- AAC
- Central Transit
- Hal Holmes Community Center
- Stan Bassett Youth Center
- Pool & Fitness Center

The Top Facebook Posts from the City of Ellensburg page:

1. Ellensburg looking for alternative sleep center sites
2. Community open house about addressing challenges of homelessness
3. HopeSource requests Pathways site be removed from sleep center consideration



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X (formerly Twitter) - 2024

X had the slowest growth in 2024
 3,285 Followers across 3 accounts (up 1%)
 509 Posts
 2,148 Total Engagements (up 7%)

Top post was a reply about flooding which had a 27.78% engagement rate. Top post in 2023 had 66.67% engagement rate.



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YouTube - 2024

More people watched more City Council meetings!

Total hours of Council Meeting watch time: 2,228.8 (up 205%)

Two YouTube Channels

ECTV Subscribers: 222 (up 62%) ECTV Views: 7,103 (up 96%)
 City Subscribers: 36 (up 16%) City Views: 681 (up 268%) - Views from EPD's videos

Most Viewed Council Meeting on YouTube: December 16, 2024

1,697 views (5% higher than 2023 top viewed)
 Average duration watched: 31 minutes, 27 seconds (331% longer than 2023 top viewed)



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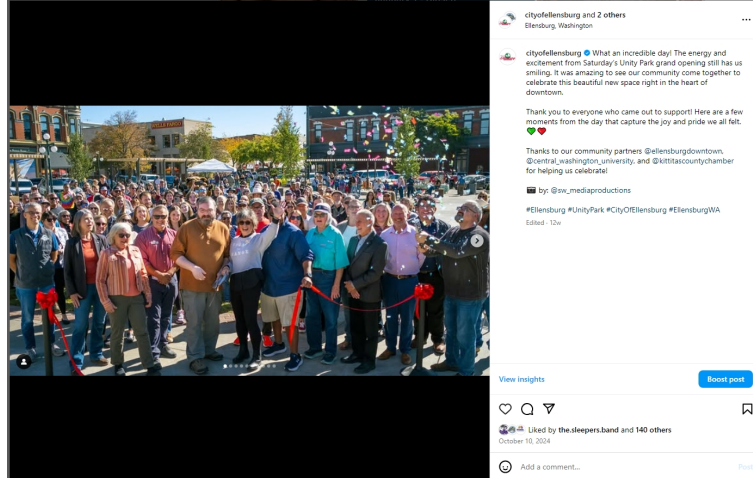
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Instagram - 2024

2,483 followers across
accounts (up 17.7%)

Top Post: Unity Park
Celebration
2,666 accounts reached
151 post interactions



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WASHINGTON

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Challenges

- Social media algorithms
- Competition for peoples' attention
- Archive requirements
- Additional accessibility requirements coming soon
- Expectations
- Staff Resources



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Upcoming Accessibility Requirements

2024 Department of Justice ruling that updated regulations for Title II of Americans with Disabilities Act (ADA)

Requirement: The Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA is the technical standard for state and local governments' web content and mobile apps.

Compliance date: April 26, 2027, for cities with 0 to 49,999 persons

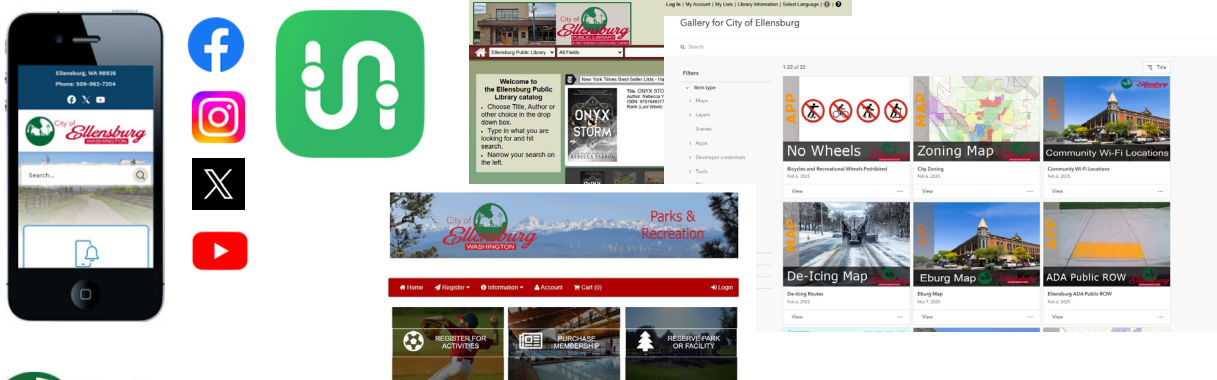


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What does this apply to?

“Web content” is defined as the information and experiences available on the web, like text, images, sound, videos, and documents.



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What does this all mean?

More staff resources and tools will be required to evaluate gaps, develop processes, training, and implement accessible content practices.

- Adding descriptive text (alt text) to all images in a document or on a social media post
- For graphs and complex images, providing a long description or a summary in the text
- Ensuring proper headings, structure, and tags. Screen readers depend on these tags.
- Using descriptive links
- Accessible forms – each form field must be labeled and described so screen readers can interpret them correctly
- Sufficient color contrast on graphics
- Captions and transcripts for audio/video elements (describing what is being shown on screen)
- Searchable documents (OCR)
- **Applies to all official web, mobile, and social media.**



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Summary of the exceptions (some instances where exceptions do not apply)

1. Archived web content

Example: A water quality report from 1998 that a state has stored in an “archive” section of its website and has not updated would probably fall under the exception.

2. Preexisting conventional electronic documents

Example: This exception would probably apply to a PDF flyer for a Thanksgiving Day parade posted on a town’s website in 2018 but would not apply to a PDF of a business license application from 2020 that is still used after the City has to comply with the rule.



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Exceptions Continued

3. Content posted by a third party where the third party is not posting due to contractual, licensing, or other arrangements with a public entity

Example: If the state or local government has a message board platform on its website, that platform would **not** fall under the exception, but a message that a member of the public posts on a town's online message board would probably fall under the exception.

4. Individualized documents that are password-protected

Example: A PDF version of a water bill for a person's home that is available in that person's secure account on a city's website would probably fall under the exception. However, the exception does not apply to the city's utility billing website itself.

5. Preexisting social media posts

Example: This exception would apply to a 2017 social media post by a city's sanitation department announcing that trash collection would be delayed due to a snowstorm. If an individual who is blind request access to a picture a city posted on social media in 2023, the city could provide effective communication by providing an alternative text description of the image to an individual.

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Recognizing Holidays

- City Council approved a list of proclamations & recognition days on August 21, 2023, recommended by the DEI Commission. *Commission members write the posts, which are reviewed and posted by staff.*
- No formal City policy regarding recognition of federal holidays. Generally, we will use a template that says City facilities will be closed on [date] for the holiday [change holiday name]. We will reopen with regular business hours on [date].

Approved Proclamations

National Black History Month (February)
 Irish American Heritage Month/St. Patrick's Day (March)
 National Women's History Month (March)
 Trans Day of Visibility (March 31)
 Developmental Disabilities Awareness Month (March)
 Jewish American Heritage Month (May)
 Asian American/Native Hawaiian and Pacific Islander Heritage Month (May)
 LGBTQ Pride Month (June)
 Juneteenth (June)
 Hispanic/Latinx Heritage Month (September 15-October 15)
 National Disability Employment Awareness Month (October)
 Native American Heritage Month (November)

Recognition Days

Martin Luther King Jr. Day (Third Monday of January)
 Acts of Kindness Day (February 17)
 Missing and Murdered Indigenous Women Day (May 5)
 Race Unity Day (Second Saturday of June)
 International Day of Peace (September 21)
 Indigenous People's Day (October 9)
 El Día De Los Muertos (November 1-2)
 Transgender Day of Remembrance (November 20)
 World Aids Day (December 1)



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City Proclamations

- “Announcement” made by Mayor (application) – may be read at a meeting or not
- Generally, proclamations posted to City news flash on website and to social media (this included all signed proclamations, not just from DEI Commission, such as Bicycle Month, Historic Preservation Month, etc.)



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What do other cities do?

- No recognition of any holidays and avoid entirely.
 - Why? Avoid making people feel left out. There are many recognition days out there, some are not relevant to City operations and core services.
- Acknowledge holidays the City is closed for by posting that offices will be closed on that day.
- Acknowledge with proclamations during regular meetings but only post on social media if the agency is holding programming related to the topic.
- All recognitions by proclamations at meetings.
- Past precedent - items posted about before, previous proclamations, etc. If hear from group then adjust, use federal/state recognized months and holidays as baseline.



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Federal Holidays

Date of Holiday	Holiday
Wednesday, January 01	New Year's Day (same date)
Monday, January 20	<i>Martin Luther King's Birthday (date changes)</i>
Monday, February 17	Washington's Birthday/Presidents' Day (date changes)
Monday, May 26	Memorial Day (date changes)
Thursday, June 19	<i>Juneteenth National Independence Day (same date)</i>
Friday, July 04	Independence Day (same date)
Monday, September 01	Labor Day (date changes)
Monday, October 13	Columbus Day (date changes)
Tuesday, November 11	Veterans' Day (same date)
Thursday, November 27	Thanksgiving Day (date changes)
Thursday, December 25	Christmas Day (same date)

Bold/italics indicates holiday is already on City's approved proclamation or recognition day list.

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Social Media Policy

The City's website www.ellensburgwa.gov is the City's primary and predominant internet presence. The City does not own social media platforms or control algorithms. They are used as additional bulletin boards for the City.

City has a social media policy (posted on website) that outlines:

- The purpose of social media use.
- Comment policy including what would lead to someone getting banned or blocked.
- Reporting/hiding of unauthorized comments.
- The City of Ellensburg reserves the right to turn off the comment or reply option on City social media posts.
- Requirement that posts and comments are public records.

Read in full at www.ellensburgwa.gov/1136/Social-Media-Policy



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Comments on/off on Social Media

As mentioned in the social media policy, "The City of Ellensburg reserves the right to turn off the comment or reply option on City social media posts."

Recently, the City turned comments off the list of approved recognition days/proclamations.

Comments off completely – benefits

Case Study: Moscow, Idaho (12K followers) turned comments off as they were dealing with negative comments. Benefits: not using staff time to monitor comments, City page was not creating a space for uncivil comments.

Comments off completely - challenges

Not a way to totally turn off comments entirely on page, must be done on individual posts. Can require more staff time to make sure don't miss turning off comment on a post. Engagement drives the algorithm. No comments = less engagement and the less the algorithm serves up content to constituents which defeats the purpose of posting.



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Consider parameters on when to respond

Example: City of Wentzville only responds to comments for three reasons:

- Direct question that is legitimate and not rhetorical
- Correct inaccuracies or misinformation
- Provide contact information to staff person or website



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Reminders from Other City Comms Shops

Take the cue but don't take the bait.

ICMA webinar shared a statistic (from Current Opinion on Psychology journal): Just 3% of active users are toxic, but they generate 33% of online content. 74% of online conflicts are started in just 1% of communities, and 0.1 % of users shared 80 % of fake news.

Loud minority is who you're hearing from on social media. Most of the conversations happening are not necessarily how the community feels.



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Board & Commission Recordings

Current Process for Council Meetings

IT Department creates Zoom webinar for Council meetings which has an option to automatically stream it to YouTube. When Zoom meeting ends, the YouTube live ends. YouTube has caption option (though not perfect). YouTube access is currently available to IT & PIO staff.

ECTV also records the meetings. The CivicClerk agenda system pulls the Council meeting video from ECTV's stream. Captions not available through CivicClerk.

Current Process for Advisory Board/Commission Meetings

Board/commission Zoom meetings/webinars are created by individual staff members. No recordings at this time except for public hearings. 13 Boards and Commissions meeting 1-2x a month

Retention Rules

Public Records Rules apply. Board & Commission audio/video recordings & transcripts fall under GS2012-027 Rev. 1 & are retained for 6 years and then transferred to archives for appraisal.



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Considerations

Storage considerations

The City does not own YouTube—videos are stored on City-owned servers or on CivicClerk (agenda management software) in case something happened to YouTube or the City account.

Videos are saved in CivicClerk indefinitely with active subscription. If the City moved away from CivicClerk, staff would have to export all the data and store on internal network.



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Accessibility Considerations

Accessibility limitations

Automated captions: While YouTube offers automated captioning, they may not be accurate enough for ADA compliance (WCAG 2.1 SC 1.2. 2, "Captions (Prerecorded)"). Put simply, captions need to be perfect.

Audio descriptions: YouTube doesn't universally offer detailed audio descriptions for visually impaired users (for example, describing what is being shown on screen) *Staff time will be required to develop audio descriptions to go with video captions/transcript.*

Additional staff time & security access

IT would have to develop and train staff on new processes. Reviewing and correcting all meetings for transcript accuracy and adding audio descriptions will be time consuming.

Determine if access to YouTube needs to be expanded to all board/commission staff members or if the responsibility would fall on IT Department or PIO.



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Discussion

- Recognizing Holidays – Amend or change current recognized list?
- Social Media Channels
- Social Media Comments – On or off; policy concerns?
- Board & Commission Meeting Recordings – Review processes and considerations



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City of Ellensburg Social Media Policy

1. **Purpose:** This policy sets guidelines for the establishment and use by the City of Ellensburg of Social Media as a means of conveying information about the City and its events and activities to the community. The City of Ellensburg's website (<http://www.ellensburgwa.gov>) will remain the City's primary and predominant internet presence. The City's online services and sites are limited public forums and are moderated by City staff.
 - a. The City of Ellensburg has an overriding interest and expectation in deciding what is "spoken" on behalf of the City through use of Social Media.
 - b. For purposes of this policy, the terms "Social Media" and "Social Media Sites" are understood to be content created by individuals, organizations and/or entities, using accessible, expandable, and upgradable publishing technologies, through and on the Internet. Examples of Social Media that may be used by the City include, but are not limited to Facebook, Instagram, X (formerly known as Twitter), Pinterest, blogs, RSS, YouTube, TikTok, Google, Next-door, and Flickr. For purposes of this policy, "comments" include written responses, articles, pictures, videos, or any other form of communicative content on Social Media Sites.
2. **General Policy:** The establishment and use by any City department of City Social Media sites are subject to approval by the Public Information Officer. Use of Social Media shall be administered by the City of Ellensburg Public Information Officer and any Department-designated Social Media Administrator, as described in this policy. In approving the use of the City Social Media site, the City of Ellensburg Public Information Officer, in coordination with any Department necessary, shall establish guidelines for the use of the site, including but not limited to the following information.
 - a. The purpose of the Social Media site, which may include dissemination of general information about the City or dissemination of information about a specific City Department or City activity, event, or project.
 - b. What City department will be directly responsible for monitoring of, and creation of content on, the site.
 - i. City Social Media Sites should make it clear that they are maintained by the City of Ellensburg, and that they follow this Social Media Policy.
 - ii. To the extent possible, the use of Social Media will link back to the City's website for forms, documents, surveys, online services, and other information necessary to conduct business with or utilize the services mentioned in the City's post.
 - iii. The City of Ellensburg's website at <https://www.ellensburgwa.gov/> will remain the City's primary and predominant Internet presence.
 - iv. Public records requests should be made through the City of Ellensburg's website <https://www.ellensburgwa.gov/785/Records-Division> or by contacting the appropriate department at City Hall or the Ellensburg Police Department,



location dependent on your records request, during regular business hours, Monday-Friday 8 AM – 5 PM.

v. If you are experiencing or witnessing an emergency, call 911.

vi. This policy may be revised at any time.

3. **Comment Policy:** As a public entity the City of Ellensburg must abide by certain standards to serve all its constituents in a civil and unbiased manner.

a. The intended purpose of establishing a Social Media presence is to disseminate time-sensitive information to residents of the City of Ellensburg, as well as for marketing and promotional purposes related to City business.

b. Comments containing any of the following inappropriate forms of content shall not be permitted and are subject to removal and/or restriction by the City's Public Information Officer or designee.

i. Comments not related to the business of the City (or specific Department if Department-specific Site), or not relevant to the original topic;

ii. Violent, profane, obscene or pornographic content and/or language;

iii. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, sexual orientation, gender, gender identity, national origin, or other protected class;

iv. Content that threatens or defames any person or organization;

v. Content that includes personal attacks, harassment, insults or threatening language, or is hateful or intended to incite violence;

vi. Solicitation of commerce, including but not limited to, advertising of any non-government related event, or business or product for sale;

vii. Conduct in violation of any federal, state or local law;

viii. Encouragement of any illegal activity;

ix. Information that may tend to compromise the safety or security of the public or public systems; or

x. Content that violates a legal ownership interest, such as a copyright, of any party.

xi. Content posted using impersonation of someone else.

xii. Comments in support or opposition to political campaigns or ballot measures.

c. A comment posted by a member of the public on any City of Ellensburg social media site is the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of, or agreement by the City of Ellensburg, nor do such comments necessarily reflect the opinions or policies of the City of Ellensburg.

d. All users of a City of Ellensburg social media site are subject to the site's own privacy policy. The City of Ellensburg has no control over a third-party site's privacy policy page unless otherwise stated. The City of Ellensburg has no control over content, commercial advertisements or other postings produced by the Social Media site that appear on the City of Ellensburg Social Media site as part of the site's environment.



- e. The City of Ellensburg operates and maintains its Social Media sites as a public service to provide information about City programs, services, issues, projects, events, and activities. The City of Ellensburg assumes no liability for any inaccuracies these Social Media sites may contain and does not guarantee that the Social Media sites will be uninterrupted, permanent, or error-free.
- f. The City of Ellensburg reserves the right to deny access to City of Ellensburg social media sites for any individual who violates the City of Ellensburg's Social Media Policy, and at any time and without prior notice.
- g. The City of Ellensburg reserves the right to turn off the comment or reply option on City social media posts.
- h. Departments shall monitor their social media sites for comments requesting responses from the City and for comments in violation of this policy.
- i. All comments posted to any City of Ellensburg Facebook or Instagram sites are bound by Facebook's Statement of Rights and Responsibilities, located at <http://www.facebook.com/terms.php>, and the City of Ellensburg reserves the right to report any violation of Facebook's Statement of Rights and Responsibilities to Facebook with the intent of Facebook taking appropriate and reasonably responsive action.
- j. Each type of Social Media maintains a "Terms of Use" agreement. All comments posted to any City Social Media site are bound by these Terms of Use and the City reserves the right to report any user violation.
- k. All comments posted to any City of Ellensburg X (formerly known as Twitter) sites are bound by X's Terms of Service, located at <https://twitter.com/en/tos>, and the City of Ellensburg reserves the right to report any violation of X's Terms of Service to X with the intent of X taking appropriate and reasonable responsive action.
- l. All posts and comments are public records subject to public disclosure under the Public Records Act and Office of the Secretary of State Records Management Guidelines and Retention Schedules.
- m. Reporting/Hiding of unauthorized comments
 - i. The City requires that Department-designated Social Media Administrators immediately notify the Public Information Officer or designee if there is any posted material that may be inappropriate, that violates this Policy, or any City policy, is illegal, or that potentially infringes the copyrights or other rights of any persons, businesses, or organizations. The Public Information Officer or designee will investigate and respond to all reports of potential violations of this Policy. Social Media Administrators have the discretion to hide comments outlined in 3.b. of the above Comment Policy.
 - ii. Any content hidden based on these guidelines must be retained by the sponsoring Department, including the time, date, and identity of the poster, when available, and a record of that staff name, date, and time the content was edited or hidden. The records should be in a searchable, organized electronic



format, and retained in such a manner that it can be deleted after meeting the required retention periods.

- n. Banning/Blocking a user from a City social media page
 - i. The City reserves the right, at any time and without prior notice, to ban or block any individual who violates this Policy.
 - o. Appeal of decision to ban/block
 - i. A person who has been banned or blocked has a right to submit an appeal to the City Public Information Officer. Submit a written request to the City Public Information Officer at webmaster@ellensburgwa.gov stating the reason or reasons why they wish for the ban/block to be removed. The Public Information Officer should render a written decision on the request within fifteen business days (excluding official City Holidays) and give the basis for the decision. For good cause, the Public Information Officer may extend time for rendering a decision. The decision of the Public Information Officer shall be the final administrative decision of the City.
 - ii. If the ban or block is removed and the person again violates any part of this policy, the person may be banned or blocked permanently.
4. **Updates and Maintenance:** A social media platform, like any communication resource, must be updated regularly to ensure the information provided is current, accurate, and useful. Social Media Administrators are responsible for maintaining social media sites by viewing and updating them as necessary and appropriate. As a best practice, social media site content should be updated at least once per week.

Definitions

- a. Public Information Officer: The City's designee for administering the City's communication tools including social media sites.
- b. Social Media: Online technologies, tools and practices that facilitate social interaction, dialogue, emergency notifications and business. Social media can take many different forms including text, images, audio, and video. These sites are typically third-party hosted online technologies that facilitate social interaction and dialogue via blogs, message boards, podcasts, wikis, and video logs.
- c. Social Media Administrator: A City employee identified by the Department Director to have administrative or posting privileges for a City social media page.
- d. Social Media Site: Third-party applications including, but not limited to, Facebook, Instagram, X, Pinterest, blogs, RSS, YouTube, TikTok, Google, Nextdoor, and Flickr, etc.

Updated: May 2024

Approval date: 5/31/2024

Name: Haidi Bekrends Curroway, City Manager

Signature: [Signature]



Meeting Date: August 21, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Approval of Diversity, Equity & Inclusion Commission's Proposed Proclamations & Recognition Days (Public Comment Opportunity)

Submitted by: Nicole Klauss, Public Information Officer

Department: City Manager

Suggested Motion/Action:
Move to approve the Diversity, Equity & Inclusion Commission’s proposed proclamations and recognition days.

Background/Summary:
The Diversity, Equity and Inclusion Commission has developed a list of proposed proclamations and recognition days related to celebrating different populations of our community.

All proclamations would be submitted by the commission staff member through the City’s current proclamation application process, which requires Mayor approval. The Commission is proposing the addition of two new proclamations, Juneteenth (which was added this year) and Trans Day of Visibility to the current DEI proclamation schedule.

The Commission is also proposing recognition days to acknowledge additional DEI-related days of the year via a post on the City’s social media channels. Posts would be drafted by members of the DEI Commission and forwarded to the Commission Chair and Public Information Officer for review and approval. The Public Information Officer would post the message to the appropriate channels.

Previous Council Action:
After the 2020 City Council listening tour, the City started producing DEI-related proclamations based on the Library of Congress' list of recognized months. When the Diversity, Equity and Inclusion Commission was formed in 2021, the Commission took over writing the proclamations.

Analysis:
The proposed schedule for proclamations and recognition days is below:

Proclamation	Month/Date of Observance
National Black History Month	February
Irish American Heritage Month/St. Patrick’s Day	March
National Women’s History Month	March
Trans Day of Visibility	March 31

Developmental Disabilities Awareness Month	March
Jewish American Heritage Month	May
Asian American/Native Hawaiian and Pacific Islander Heritage Month	May
LGBTQ Pride Month	June
Juneteenth	June 19
Hispanic/Latinx Heritage Month	September 15-October 15
National Disability Employment Awareness Month	October
Native American Heritage Month	November
Martin Luther King Day	Third Monday of January
Acts Of Kindness Day	February 17
Ramadan	Late March, early April
Missing and Murdered Indigenous Women Day	May 5
Race Unity Day	Second Saturday of June
Mexico Independence Day	September 16
International Day of Peace "End Racism Build Peace"	September 21
Indigenous People's Day	October 9
World Aids Day "Putting Ourselves to the Test: Achieving Equity Against Aids"	November 1
El Día De Los Muertos	November 2
Transgender Day of Remembrance "Honor Their Memory"	November 20

Financial Impact:

None

Budget Adjustment: No

Attachments:

None



City of Ellensburg **PROCLAMATION**



Whereas, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees — wherever they are planted — are a source of joy and spiritual renewal.

Now, Therefore, We, the City Council of the City of Ellensburg, Washington, do hereby proclaim April 12, 2025, as ARBOR DAY in the City of Ellensburg, and we urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, We urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Signed this 7th day of April 2025.

Attest:

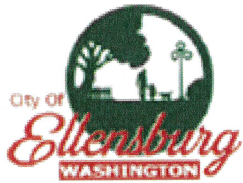
A blue ink signature of the City Clerk, written in a cursive style.

City Clerk

A blue ink signature of the Mayor, written in a cursive style.

Mayor

Rich Elliot



City of Ellensburg

PROCLAMATION

National Safe Digging Month

April 2025

Whereas, April marks the start of the spring digging season for homeowners, landscapers, and construction companies; and

Whereas, failure to locate underground utilities before digging may result in unintentionally hitting underground lines or pipes, leading to penalties, repair costs, inconvenient outages, injury, or even death; and

Whereas, Washington's free 811 one-call service notifies the appropriate utility companies of an intent to dig; and

Whereas, the one-call center dispatches professional locators to the requested digging site to mark the approximate locations of underground lines, safely alerting the dig crew of the potential danger below; and

Whereas, all residents and professional excavators are required by law to call 811 at least two business days before they dig;

Now, therefore, be it further resolved that the City Council does hereby proclaim the month of April as **NATIONAL SAFE DIGGING MONTH** and expresses its appreciation for safe digging practices and the Washington 811 call before you dig one-call center that contribute to a safer community and limited excavation damages.

Signed this 7th day of April, 2025.

A handwritten signature in black ink, appearing to be "J. L. ...", written over a horizontal line.

Mayor

Attest:

A handwritten signature in blue ink, appearing to be "Betty Lander", written over a horizontal line.

City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

March 17, 2025

7:00 PM

Council Chambers

501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Lillquist.

1. Call to Order and Roll Call

Roll Call Present: Sarah Beauchamp, Rich Elliott, Nancy Goodloe, Nancy Lillquist, David Miller, Delano Palmer, Joshua Thompson

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Stormwater Manager Morrow, Community Development Director Carlson, Arts & Economic Development Manager Vandenberg, City Engineer Mayo, Public Works Director Lyyski, Assistant Finance Director Bassett, Library Director Camarillo, Housing & Program Manager Frey, Fleet Manager Slyfield and approximately 30 members of the public

Others present remotely via Zoom: three members of the public

2. Proclamations

2.A Transgender Day of Visibility

2.B National Developmental Disabilities Awareness Month 2025

3. Awards and Recognitions

4. Approval of Agenda

Councilmember Lillquist moved to approve the Agenda as presented. **Motion Approved 7-0**

5. Consent Agenda

5.A Approve Minutes of March 3, 2025 Regular Meeting

5.B Approve Minutes of March 3, 2025 Study Session

5.C Acknowledge Minutes of Boards & Commissions

5.D Approve University Way Banner Request for CASA - April 1-15, 2025

5.E City of Ellensburg Decarbonization Planning Strategy Grant

- 5.F Approval of the 2025 Public Works Development Standards Update
- 5.G Approve CHIP Contract with Commerce for Pathways Place
- 5.H Grant Craig Resignation from the Utility Advisory Commission
- 5.I Approve March 17, 2025 Voucher Listing

Councilmember Goodloe moved to approve the Consent Agenda as presented. **Motion Approved 7-0**

6. Petitions, Protests, and Communications

- 6.A 2025 State Legislative Session Update by Josh Weiss (Public Comment Opportunity)
Josh Weiss of Gordon Thomas Honeywell (present remotely), reviewed information concerning bills presented during the legislative session. City Manager, Heidi Behrends Cerniwey, spoke regarding issues concerning the City. For the audience's information, Councilmember Palmer asked Mr. Weiss to explain what fiscal notes were and the number that are dealt with on a regular basis. Other questions from Council were answered.
- 6.B Kittitas County Chamber of Commerce Annual Report (Public Comment Opportunity)
Amy McGuffin and Matt Anderson of the Kittitas County Chamber of Commerce presented information concerning Chamber programs and priorities, as well as the marketing and advertising efforts on behalf of the City. Council asked questions of Chamber staff.

Fennelle Miller, City resident (present remotely), spoke regarding heritage tourism and signage availability.

7. Public Comment on Non-agenda Issues

- Theresa Plue, County resident, commented regarding transparency and video recording of City commission meetings
- Fennelle Miller, City resident (present remotely), speaking on behalf of multiple individuals, spoke regarding availability of federal funds to the city

8. Business Requiring Public Hearings

- 8.A Public Hearing to Consider an Application for CDBG Grant for Library / Hal Holmes HVAC Replacement and Adopt Resolution 2025-05 for CDBG Grievance Process (Public Comment Opportunity)
Mayor Elliott opened the public hearing. Lily Frey, Housing & Program Manager, presented information in the staff report. Keith Bassett, Assistant Finance Director, presented information concerning budgetary aspects.
 - Theresa Plue, County resident, commented regarding funding availability

- Jennifer Patteson, County resident, commented regarding natural gas and electric services
- Chris Carlson, County resident, commented regarding natural gas and electric services

With no further comments from the public and no questions from Council, Mayor Elliott closed the public hearing.

Councilmember Palmer moved to authorize staff to apply for Community Development Block Grant (CDBG) funds for replacement of the Ellensburg Public Library and Hal Holmes Center HVAC systems and adopt Resolution 2025-05 describing a grievance process related to use of CDBG funds. **Motion Approved 7-0**

9. Introduction and Adoption of Ordinances and Resolutions

- 9.A Ordinance 4957 (2nd reading) - Regulating Banners, Sidewalk Flags and Decorations in the City Rights-of-Way (Public Comment Opportunity)
Terry Weiner, City Attorney, presented information in the staff report.

- Candice Comfort, County resident, spoke regarding removal of commemorative flags from the ordinance
- Adrea Bezdicek-Donogh, County resident, spoke regarding removal of commemorative flags from the ordinance
- Juliann Cleman, County resident, speaking for herself, spoke regarding removal of commemorative flags from the ordinance

Councilmember Lillquist moved to conduct second reading and adoption of Ordinance 4957, regulating banners, sidewalk flags and decorations in the City rights-of-way, as amended by Council at first reading of the Ordinance. **Motion Approved 6-1 (Goodloe voted no)**

- 9.B Ordinance 4958 (2nd Reading) Supplemental Amendment to 2025-2026 Biennial Budget (Public Comment Opportunity)
Keith Bassett, Assistant Finance Director, presented information in the staff report.

Councilmember Goodloe moved to conduct second reading and adoption of Ordinance 4958 amending the 2025-2026 Biennial Budget. **Motion Approved 7-0**

10. Unfinished Business

11. New Business

- 11.A Affordable Housing Agreement and Associated Documents for Revised Proposal for 1st and Pine Affordable Housing Project with City Property Contribution (Public Comment Opportunity)

Lily Frey, Housing & Programs Manager, presented information in the staff report. Nathan Poel, with Inversion Design Build, reviewed information concerning changes to the project. Council asked questions of Mr. Poel.

- Sarah Haven, Ellensburg resident, spoke regarding safety of traffic and parking along the alley
- Adrea Bezdicek-Donogh, County resident, spoke regarding parking for the project
- Jennifer Patteson, County resident, spoke regarding access for garbage services

Councilmember Palmer moved to authorize the City Manager to sign the Affordable Housing Agreement and related attachments (as attached or in substantially similar form) with Inversion Design Build for the City property contributions at First and Pine based on the revised project proposal. **Motion Approved 7-0**

- 11.B Amendment to Kittitas County Chamber Agreement for Concierge Services for the Visitors Information Center at Unity Park (Public Comment Opportunity)
Kelle Vandenberg, Arts & Economic Development Manager, presented information in the staff report.

Councilmember Palmer moved to approve Amendment 1 to the Professional Services Agreement between the City of Ellensburg and the Kittitas County Chamber of Commerce for concierge services at the Visitor Information Center in Unity Park and authorize the City Manager to sign the amendment. **Motion Approved 7-0**

- 11.C Reecer Creek Levee Project Update and Request to Proceed (Public Comment Opportunity)
Jon Morrow, Stormwater Manager, presented information in the staff report. Council asked questions of staff.

- Chris Carlson, County resident, asked about the Winco Foods property
- Theresa Plue, County resident, asked regarding farmers and water rights

Councilmember Miller moved to authorize staff to bid the Reecer Creek Levee Project for completion of the final phase. **Motion Approved 7-0**

- 11.D Employment Agreement with Mark "Buddy" Stanavich (Public Comment Opportunity)
Heidi Behrends Cerniwey, City Manager, reviewed information in the staff report. Buddy Stanavich was present and spoke on the future of the Energy Services Department.

Councilmember Miller moved to authorize the City Manager to sign the

employment agreement with Mark "Buddy" Stanavich outlining terms as the City's Energy Services Department Director. **Motion Approved 6-1 (Palmer abstained)**

12. Miscellaneous

12.A Manager's Report (No Public Comment)

Heidi Behrends Cerniwey, City Manager, presented information in the report.

Three letters were on the dais for signature by the Mayor:

Support of the Kittitas County Railroad History Association grant request.

Council consensus was in favor of the Mayor's signature.

Support of the Town of South Cle Elum for Congressionally Directed Spending request to both Senators Patty Murray and Maria Cantwell.

Council consensus was in favor of the Mayor's signature on the two letters, with suggested change.

April 17, 2025 will be a State of the Community address, hosted by the Kittitas County Chamber of Commerce

The City Manager acknowledged the City Attorney's last council meeting before his retirement at the end of the month.

12.B Councilmembers' Reports (No Public Comment)

- Councilmember Thompson attended Parks & Recreation Commission meeting

Councilmember Thompson and Mayor Elliott requested excused absences for the June 2, 2025 regular meeting.

Councilmember Goodloe moved to approve an excused absence for Councilmember Thompson and Mayor Elliott for the June 2, 2025 meeting.

Motion Approved 7-0

- Councilmember Palmer attended the Affordable Housing Commission, Steer I-90, and KITTCOM meetings
- Councilmember Miller attended the PTAC, Ellensburg Academy presentation, and Arts Commission meetings
- Councilmember Lillquist attended the Yakama Nation meeting, Kittitas County Airport Advisory Board, Ellensburg Academy presentation, Transportation Safety open house, and Oddfellows Pilgrimage ceremony. She spoke regarding federal funding, and requested council consensus for staff to contact the owner of the 4th & Ruby Street flagpole and council agreed
- Councilmember Goodloe attended DEI Commission, coffee with builders meeting, Ellensburg Academy presentation, Cold Weather Action Team, and Yakama Nation meetings and commented regarding the proclamations included in the Agenda
- Councilmember Beauchamp reported on events at the Library, attended the Parks & Recreation Commission, Lodging Tax Commission and

working with Consolidated Lodging Tax Commission, Ellensburg Academy presentation, and KITTCOM Board meetings

- Mayor Elliott requested future discussion on short term rentals and KITTCOM position for telecommunications on the Utility Advisory Commission. He also participated in City Attorney interviews.

13. Executive Session

13.A Per RCW 42.30.110(1)(q), to consider greenhouse gas allowance auction bidding information that is prohibited from release or disclosure under RCW 70A.65.100(8)

Council recessed to an executive session at 9:40 pm. It was anticipated to last ten minutes and no action would be taken.

Council reconvened at 9:50 pm.

14. Adjournment

Meeting adjourned at 9:50 pm.

Mayor

ATTEST:

City Clerk



CITY OF ELLENSBURG

Meeting Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Arts Commission, Retreat

February 13, 2025

4:05 PM

Council Conference Room, City Hall

1. Call to Order and Roll Call of Members

- 1.A Chair Eyre, Commissioner Marchand, Commissioner Dougherty, Commissioner Oostra, Commissioner Snedeker, Commissioner Kooser, Council Member Miller

Welcome any guests. Jerica Pascoe

Absent: Commissioner Scheffer

Guest: Jerica Pascoe, Director of Finance, City of Ellensburg

2. Approval of Agenda

Motion to approve February 13, 2025, Arts Commission meeting agenda.

By: Commissioner Snedeker

Seconded: Commissioner Dougherty

In Favor: All in favor

Opposed: None

Abstain: None

Motion Carries

3.

- 3.A Approval of Minutes

Motion to approve January 9, 2024, Arts Commission meeting minutes as presented.

By: Commissioner Marchand

Seconded: Commissioner Oostra

In Favor: All

Opposed: None

Abstain: None

Motion Carries

4. Budget/Financial Report

- 4.A Proposed 2025 Arts Commission Budget

Staff gave brief overview of 2025 Arts Commission budget in agenda packet.

Discussion regarding American for the Arts subscription.

Action item: Staff: Research/secure new membership for American for the Arts and/or update existing membership.

5. New Business

5.A Shakespeare in the Park Sponsorship Discussion

Staff reviewed the meeting/project with Commissioners. Commissioners request that staff will set up meeting with between Project lead, Director of Parks and Recreations, and the Arts Commissioners to discuss project further.

Action Item: Staff: Set up meeting as noted above.

6. Unfinished Business

6.A City Arts Policy: Determine Plan for Updating

Discussion on how to edit the City Arts Policy. This update does not yet have a timeline established for completion. This will be an ongoing 2025 project and once completed, will go to City Council for recommendation and approval.

Edits will be as follows:

Review/update policy by corresponding subcommittee:

Focus Area 1: Public Art: Will be reviewed by: Jerry Dougherty, Jeff Snedeker, and Alex Eyre.

Focus Area 2: Community Engagement: This section is a combination of Art Walk, Advocacy, and Awards & Distinction. Will be reviewed by: Marie Marchand, Jill Scheffer, Jerry Dougherty, Jeff Snedeker and Erin Oostra.

Focus Area 3: Arts Enrichment: Grants Funding: Marie, Marchand, Jerry Dougherty, and Jill Scheffer.

Focus Area 4: Ellensburg Creative District: Staff will add Focus Area 4: Ellensburg Creative District. Once written, this will be reviewed by Brian Kooser, Jeff Snedeker, and Alex Eyre.

Staff will review/update entire document.

Action items:

- **Staff** build action notes
- **Chairs of subcommittees** set up subcommittee meetings to review document/edits between now and March 13, 2025, Arts Commission meeting.
- **Staff** will review entire document and create a redline version for editing.
- **Staff:** Subcommittee edits will be compiled into the Master document by staff.

- 6.B Admission Tax Presentation-Update: Commissioner Dougherty and Director of Finance, Jerica Pascoe.

Commissioner Dougherty gave presentation on the Admission Tax adopted by City Council in 1994.

Commission discussed process/presentation. Director of Finance, Jerica Pascoe offered comments to assist with discussion.

Question from Commissioner Dougherty What can we do to make it easier for people to collect it/pay it?

Action Item: Staff: Is the Admission Tax information outlined in the Special Permit Application process?

Action Item: Chair Alex Eyre: Discuss with community organizations to gather information and input.

7. Subcommittee Business:

- 7.A 1. Funding & Advocacy: Jerry/Jill/Marie

Action Item: Need to identify different levels/categories for advocacy and align with correct subcommittee and/or representative.

Chair: Jerry

2. First Friday Art Walk: Jill/Erin/Brian

Chair: Erin

Art Walk Maps and posters needs to be reprinted and redistributed. Art Walk is requesting \$500.00 for printing.

Motion to approve \$500.00 for printing of the art walk map and poster from the Creative District budget.

By: Commissioner Marchand

Second by: Commissioner Kooser

In Favor: All

Opposed: None

Abstain: None

Motion Carries

3. City Art/Public Art: Jerry/Jeffy/Alex

Chair: Alex No report given

4. Awards & Distinctions: Marie/Jeff/Alex

Chair: Marie Report given on updated Poet Laureate program

5. Ellensburg Creative District: Jeff/Brian/Alex

Chair: Jeff Report given on Creative District activities: Summit and Wayfinding.

6. Programs & Marketing: Staff/Jeff

Chair: Staff Report given on SM and Programming calendar

8. Citizen Comment

No citizen comment

9. Staff Update/Discussion Items:

9.A. Review Action Items from Jan. 9, 2025, Arts Commission Meeting:

i. Staff: Schedule CD Summit Meeting—Held Feb. 5, 2025

ii. Staff: Schedule an ECD Onboarding meeting with commissioners.

Scheduled: Mon. Jan. 27th at 4:00 pm Alex/Jeff were in attendance.

iii. Staff: Schedule meeting with CWU Provost and Dept. Heads to introduce Ellensburg Creative District. Meeting with Patrick Pease held Jan. 29, 2025

Meeting with Dean's Council: Held Feb. 11, 2025

10. Commission Representative Update-No report given

11. Adjournment Time 5:24 pm



CITY OF ELLENSBURG

Minutes of Landmarks & Design Commission, Regular Meeting

Date of Meeting

December 3, 2024

Time of Meeting

5:45 PM

Place of Meeting

**Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom**

1. Call to Order and Roll Call of Members

The meeting was called to order by Commissioner Blackson.

Present: Jeff Watson, Vicki Sannuto, Fred Redmon, Marty Blackson, Cathy Poshusta, Teresa Chanes

Others Present: Stacey Henderson-Senior Planner Historic Preservation, Sadie Thayer, and Raven Harlin

2. Approval of Agenda

Commissioner Redmon motioned to approve the agenda. Motion passed 6-0.

3. Approval of Minutes

None

4. New Business

4.A Creative District Presentation

Kelle Vandenberg-City of Ellensburg Arts & Economic Development Manager gave a presentation to the Commission regarding the Creative District. The Creative District was created in February 2024. Kelle reviewed the Creative District economy and how building investment will drive the economy and bring more tourism that brings economy to local businesses. A strategic plan has been created which complements the Comprehensive plan. There are two Creative District quadrants in Ellensburg. One quadrant is Downtown Ellensburg and the other is Central Washington University. The districts partner together which provides education and helps the Historic District. A logo and signs for the district are being created. Kelle hopes to partner with the Kittitas County Fairgrounds in the future. There are no regulations within the Creative District but there were regulations to become a Creative District. A partnership between the Arts Commission, Landmarks and Design Commission, and the Creative District is possible in the future to develop parameters. The City Council is the deciding body for the Creative District. In the future, it is hopeful to have grants and resources for artists and resource sharing.

5. Unfinished Business

5.A 2024 Grant Extension Request

The IOOF was granted \$11,000 to be used in 2024 for window replacements. Commissioner Watson recused himself from voting. Progress has been made on the project, but the painter ran out of time to complete the project within 2024. Raven Harlin was present for the IOOF. The IOOF is requesting a one-year extension to complete the project. The vendor was able to come in under budget so the IOOF would like to continue the scope of work and replace additional broken windows with the allotted grant amount and not increase the grant amount. Commissioner Poshusta motioned to recommend approval of the one-year grant extension to the City Council for approval.

6. Citizen Comment

Sadie Thayer gave an update on the roof project for the museum.

7. Staff Update/Discussion Items

7.A 2025 Work Planning Meeting- January 7.

In addition to the work plan, staff member Henderson is going to create a list of meetings for the year for the Commissioners.

New applicants for the open Commission seat will be attending January 7, 2025.

Henderson will prepare a meeting with Commissioner Watson and City of Ellensburg GIS staff to review grant mapping project.

Staff member Henderson will start preparing the approved 2025 grant project contracts.

8. Commission Representative Update

Commissioner Blackson discussed the presentation to the Morning Rotary Club.

9. Adjournment



CITY OF ELLENSBURG

Minutes of Landmarks & Design Commission, Regular Meeting

Date of Meeting

January 7, 2025

Time of Meeting

5:45 PM

Place of Meeting

**Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom**

1. Call to Order and Roll Call of Members

The meeting was called to order at 5:45 p.m.

Present: Jeff Watson, Vicki Sannuto, Fred Redmon, Marty Blackson, Cathy Poshusta

Absent: Teresa Chanes (excused)

Others Present: Stacey Henderson-Senior Planner Historic Preservation, Kathy Boots-Planning Technician, Rebecca Houghton, Rusty Figgins, Sadie Thayer, Julia Stringfellow

Commissioner Sannuto moved to excuse the absence of Teresa Chanes. Motion passed 5-0.

2. Approval of Agenda

Commissioner Redmon motioned to approve the agenda. Motion passed 4-0.

3. Approval of Minutes

3.A October 1, 2024 Meeting Minutes

Commissioner Watson motioned to approve the minutes from the October 1, 2024, meeting. Motion passed 5-0.

3.B November 5, 2024 Meeting Minutes

Commissioner Watson motioned to approve the minutes from the November 5, 2024, meeting. Motion passed 5-0.

4. New Business

4.A Elect new Chair and Vice-Chair

Commissioner Watson motioned to nominate Fred Redmon and Marty Blackson as Chair of the Commission for 2025. Motion was amended to indicate that Fred Redmon is nominated as Chair and Marty Blackson is Vice Chair. Motion passed 5-0.

Rusty Figgins, Julia Stringfellow, and Rebecca Houghton, were present for the meeting and introduced themselves as the applicants for the open position on the Commission.

4.B 2025 Project and Event Planning

Staff member Henderson reviewed 2024 goals that were established and the progress of each of them. The chart showed possible current and future goals.

- CLG grant for interactive GIS History Map
- First Railroad addition local Landmarks nomination
- City of Ellensburg Landmarks and Design webpage updated
- Community outreach
- Community education
- Letter for residents and businesses in the historic district
- Historic Preservation month
- CLG grant
- GIS grant deliverables
- Conference
- Historic Preservation Grant review

Applying for 2025 CLG Grant projects of possibly adding surveys, education, digitizing library records, and signs for districts to the GIS grant. Staff member Henderson will look at parameters of grant.

A sub-committee was created of Commissioner Watson, Redmon, Poshusta to work on public outreach to groups.

Commissioner Sannuto volunteered to assist with Preservation Month activities for May

There was discussion regarding a brochure for the cemetery regarding the deceased.

The Comprehensive Plan Historic Preservation chapter update.

Involving middle schoolers in historic preservation is an important idea.

February 4, 2025, meeting will be used to formalize work plan.

5. Unfinished Business

None

6. Citizen Comment

Sadie Thayer discussed the 150-year anniversary of the original plat and 100-year anniversary of the original City Hall approaching.

7. Staff Update/Discussion Items

The second meeting in December is probably going to be cancelled.

8. Commission Representative Update

None

9. Adjournment

The meeting was adjourned at 6:28 p.m.



CITY OF ELLENSBURG

Minutes of Landmarks & Design Commission, Regular Meeting

Date of Meeting

February 4, 2025

Time of Meeting

5:45 PM

Place of Meeting

**Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom**

1. Call to Order and Roll Call of Members

The meeting was called to order at 5:44 p.m.

Present: Jeff Watson, Vicki Sannuto, Fred Redmon, Marty Blackson, Cathy Poshusta, Teresa Chanes

Absent:

Others Present: Stacey Henderson-Planning Manager, Kathy Boots-Planning Technician, Sadie Thayer, Chace Pedersen -Associate Planner, Mark Rud-Associate Planner, Dan Carlson-Director, Dale Sherman

2. Approval of Agenda

Commissioner Blackson motioned to approve the agenda. Motion passed 6-0.

3. Approval of Minutes

3.A December 3, 2024 LDC Meeting Minutes
Commissioner Chanes motioned to approve the minutes from December 3, 2024. Motion passed 6-0.

3.B Approval of January 7, 2025 meeting minutes.
Commissioner Sannuto motioned to approve the minutes from January 7, 2025. Motion passed 6-0.

4. New Business

4.A Public Hearing for Consideration of a Special Valuation for Historic Properties Application, for the Historic Fish Block, at 114 E. 4th Ave, parcel ID# 757033. Appearance of fairness was reviewed. Staff member Henderson read the staff report. Staff recommended approval of the special valuation with the work that occurred from 2022-2024 with the following conditions:

- a. Monitor the property for its continued qualification for the special valuation;
- b. Comply with rehabilitation plans and minimum standards of maintenance as defined in the agreement;
- c. Make the historic aspects of the property accessible to public view one day a year, if the property is not visible from the public right-of-way;

- d. Apply to the local review board for approval or denial of any demolition or alteration; and
- e. Comply with any other provisions in the original agreement as may be appropriate.
- f. Applicant shall submit a notarized budget to the Community Development Department prior to finalizing the Special Valuations Agreement. The application has been submitted to the Assessor's Office and the decision will be made by December 31, 2024. The tax change will start in 2025, and the building will be maintained. Henderson reviewed the RCW's and how this project qualifies. The expenses submitted qualify. The applicant was present. Public comment opened. No applicant comment. No public comment. Public comment closed. Commissioner Watson motioned to approve the special valuation for the Historic Fish Block, at 116 E 4th Ave, as proposed in the February 4, 2025, staff report.

5. Unfinished Business

5.A 2025 Workplan Discussion and CLG Grant Discussion

Henderson reviewed the 2025 work plan of projects and goals. She updated the Commission that the Railroad subcommittee would meet in February. The CLG grant update is that staff met with Commissioner Watson and City GIS staff. Staff talked to DAPT regarding grant funds and options for use. The grant can not be used for scanning. The funds can be used for GIS staff and/or a consultant. Part of the work plan for 2025 is to review and revise the Comprehensive Plan section that relates to Historic Preservation. Discussion around potential projects for the CLG grant application for 2026 took place. Commissioners would like to research adding plaques or signs to the Historic Districts. The subcommittee will be Commissioner Watson, Chanes, and Redmon. Goals for 2025 are public education, City Hall 100 year anniversary, public outreach, presentations to groups, letter to owners in Historic District, and Historic Preservation month.

6. Citizen Comment

None

7. Staff Update/Discussion Items

7.A Planning department staffing and next meeting.

A new Commission member, Julia Stringfellow, was selected. The recommendation will go to City Council later in February.

Henderson announced that she was promoted to Planning Manager and will be phased out of the Landmarks and Design Commission. Associate Planner Mark Rud and Chace Pedersen were introduced. Each spoke to the Commission and will be trained to be assigned staff for the Commission.

The second meeting in February has been canceled. Staff will provide a list of upcoming meetings.

8. Commission Representative Update

Commissioner Watson discussed his research into addresses with input from Sadie Thayer.

Commissioner Chanes stated the Ellensburg Downtown Association will be assisting with Historic Preservation Month.

9. Adjournment

The meeting was adjourned at 6:29 p.m.



CITY OF ELLENSBURG

Minutes of LEOFF 1 Disability Board, Regular Meeting

Date of Meeting

February 26, 2025

Time of Meeting

8:00 AM

Place of Meeting

**Ellensburg City Hall - Council Conference Room
501 N Anderson St.
Ellensburg, WA 98926**

1. Call to Order

The meeting was called to order at 8:10 am

Board members present: Nancy Goodloe, Nancy Lillquist, Larry Loveless and Mike Davis

Board members absent: None

Others present: Beth Leader, Board Clerk

2. Approval of Agenda

Nancy Lillquist moved to approve the Agenda as amended with ten additional retiree claims. **Motion Approved 4-0**

3. Approval of Minutes

3.A Approve Minutes of January 22, 2025 meeting

There was a change to item 5A showing number of claims. Nancy Lillquist moved to approve the minutes contingent on correction of number of claims.

Motion Approved 4-0

4. Unfinished Business

5. New Business

5.A Approve four claims from four retirees

Ten additional claims from one retiree were received for board review, for a total of 14 claims.

Nancy Lillquist moved to approve the 14 claims as submitted. **Motion Approved 4-0**

6. Miscellaneous

There was discussion regarding the 2023 Comparison of Benefits distributed to members. Beth will inquire whether there is an updated version for the board to review.

7. Adjournment

Meeting adjourned at 8:26 am

Approved 3-26-25

**Parks & Recreation Advisory Commission
Meeting Minutes – January 16, 2025**

DATE OF MEETING:	January 16, 2025
MEMBERS PRESENT:	Nikki Pollock, Frana Milan (remote), Marion Elliot (remote), Casey Fiske (Remote)
OTHERS PRESENT:	Parks & Recreation Director Case, 3 members of the public
LOCATION:	Meeting was held in the Council Conference Room and Remotely

CALL TO ORDER – Meeting called to order at 5:50pm

MEETING MINUTES – Minutes from the September 11, 2024 meeting were approved as submitted.

INTRODUCTIONS – Commission members introduced themselves as well as the three Commission applicants who were in attendance.

NEW BUSINESS

Parks & Recreation Department Fee Increase – Staff provided the Commission with an overview proposed fee adjustment at the Kittitas Valley Memorial Pool & Fitness Center. The last fee adjustment was done over 7 years ago, in that time operating expenses have significantly increased, specifically related to staffing and supplies.

2025 Projects – Staff provided an overview of potential projects taking place in 2025, including the park, recreation and open space plan update, a new playground installation at West Ellensburg Park, and if funding is available through the state, the construction of 8 tennis courts at Mt. View Park.

OLD BUSINESS

Fieldhouse Design Update – Staff will be presenting fieldhouse options at a City Council study session on February 3, 2025. Staff will present three concept plans at different price points with the goal of getting direction from Council on next steps.

Unity Park Update – Park restrooms have been closed due to delays getting the correct hardware for the door. In the spring the contractor will be back on site to repour sections of concrete that need to be replaced.

ITEMS FOR FUTURE MEETINGS

Boards & Commission Training - March

STAFF REPORTS 1. Park staff have experienced an increase in park vandalism, specifically park restrooms where community members are entering bathrooms that have been locked and winterized for the season and using them. In order to prevent this from happening at Veterans Memorial Park, staff placed ecology blocks in front of the restroom doors in order to keep people out of them. 2. Staff worked with the event organizers responsible for hosting miniature hydroplane boat races at Irene Rinehart Riverfront Park to reduce their race schedule from a total of 7 races to 4 races, all of which take place before mid-June. July and August are the busiest park use months so by shifting the races earlier in the season the community has access to all the park during those high demand months. 3. The Stan Bassett Youth Center is serving over 50 kids a day, this is the highest number of kids served daily since the facility started operating in 2001. 4. Effective in late 2024 the pool hours were reduced to address

budget concerns, resulting the facility being closed on Sundays. 5. The City, in partnership with Central Washington University, applied for a grant through the Department of Ecology to complete the Palouse to Cascades Reconnection Route. Grant awards will be made in early winter. 6. Staff met with a representative from the Ellensburg Rotary Clubs and a representative from an aquatic specialty company about a potential partnership to do build a splash pad at North Alder Street Park.

Meeting adjourned at 6:35pm



CITY OF ELLENSBURG

Minutes of Public Transit Advisory Committee, Regular Meeting

Date of Meeting

February 18, 2025

Time of Meeting

3:30 PM

Place of Meeting

**Council Conference Room
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom**

1. Call to Order and Roll Call of Members

1.A Call to Order and Member Roll Call

Chair Miller called the February 18, 2025, PTAC Meeting to Order at 3:53 pm.

The following PTAC members were in attendance:

David Miller, Jim Hurson, Amy Spitznas, Deja Blanchard and Ann Miner

Absent: Joey Bryant - Excused.

Also in Attendance were: Betsy Dunbar - COE, Ryan Lyyski - COE, Keiko Walsh - HopeSource

Several city staff members and 1 member of the public were in attendance.

2. Approval of Agenda

2.A Approval of the February 18, 2025, PTAC Agenda

A motion to amend agenda item 4 to "PTAC Member discussion regarding potential transit funding recommendation with input and discussion with city staff" was made by committee member Hurson. A motion to approve the amended motion was made by Vice-Chair Amy Spitznas. The Motion carried. 5-0.

3. Approval of Minutes

3.A Approval of the December 19, 2024, PTAC Meeting Minutes

Chair Miller made the motion to amend the December 19, 2024, PTAC Minutes to update PTAC member Roll Call. A motion to approve the amended minutes was made by committee member Hurson. Vice-chair Spitznas made the motion to approve the December 19, 2024, PTAC Minutes. The motion carried 5-0.

4. Guest Speakers

4.A City Staff and Invited Guests

The PTAC member discussion regarding potential transit funding recommendations with input and discussion with city staff occurred throughout the rest of the meeting. Staff will review the service costs, grant funding information and will set up a special PTAC meeting before the scheduled meeting on March 18th.

5. Follow Up Items

5.A No Follow Up Items

6. Ridership Stats

6.A 2025 Ridership Stats

This agenda item will be moved to the regular scheduled March 18, PTAC meeting.

6.B 2024 Ending Ridership Stats

This agenda item will be moved to the regular scheduled March 18, PTAC meeting.

7. Agenda Items

7.A No Agenda Items

8. Transit Marketing Updates

8.A Digital and TV Advertisements

This agenda item will be moved to the regular scheduled March 18, PTAC meeting.

8.B Bus Wrap Design

This agenda item will be moved to the regular scheduled March 18, PTAC meeting.

9. Transit Updates

9.A 2025 ADA Capital Projects

This agenda item will be moved to the regular scheduled March 18, PTAC meeting.

9.B Consolidated Grant Application Update

This agenda item will be moved to the regular scheduled March 18, PTAC meeting.

10. Member Updates

10.A Member Updates if time permits

No updates were given.

11. Next PTAC Meeting

11.A March 18, 2025

12. Adjournment

The February 18, 2025 PTAC Meeting was adjourned at 5:03 pm.



CITY OF ELLENSBURG

Minutes of Public Transit Advisory Committee, Regular Meeting

Date of Meeting

March 4, 2025

Time of Meeting

3:30 PM

Place of Meeting

**Council Conference Room
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom**

1. Call to Order and Roll Call of Members

1.A Call to Order and Member Roll Call

Chair Miller called the March 4, 2025, Special Meeting to Order.

The following PTAC members were in attendance:

David Miller, Joey Bryant, Amy Spitznas, Jim Hurson, Deja Blanchard, and Ann Miner.

Also in attendance: Betsy Dunbar - COE, Ryan Lyyski - COE, Heidi Behrends Cerniwey - COE, Spencer Klewin - HopeSource.

One member of the public was present.

2. Approval of Agenda

2.A Approval of the March 4, 2025, Special PTAC Meeting Agenda

Motion to Approve the March 4, 2025, Special PTAC Meeting Agenda was made by Vice Chair Spitznas.

Motion Carried 6 - 0.

3. Approval of Minutes

3.A February 18, 2025, Meeting Minutes will be approved at the March 18, 2025 PTAC Meeting

4. Guest Speakers

4.A No Guest Speakers

5. Follow Up Items

5.A Special Election Discussion

Discussion on what plan to recommend to the City Council in regards to the upcoming Public Transit Renewal Vote was discussed. An additional discussion on what the committee's recommendation will be to the City Council will continue at the March 18, 2025, PTAC Meeting.

6. Ridership Stats

6.A Ridership Stats will be reviewed at the March 18, 2025, PTAC Meeting

7. Agenda Items

7.A No Agenda Items

8. Transit Marketing Updates

8.A Marketing update

Due to time constraints, the committee will review at a future PTAC Meeting.

8.B Updated Logo Designs

Due to time constraints, the Committee will review at a future PTAC Meeting.

9. Transit Updates

9.A Transit Updates will discussed at the March 18, 2025, PTAC Meeting

10. Member Updates

10.A No Member Updates

11. Next PTAC Meeting

11.A March 18, 2025

12. Adjournment

The meeting was adjourned at 17:24.



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Utility Advisory Committee, Regular Meeting

February 20, 2025

3:30 PM

Council Chambers

501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

1. Call to Order and Roll Call of Members

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

Members present: Nancy Lillquist, City Council; Delano Palmer, City Council; Jeff Bousson, CWU; Audrey Huerta, Utility Customer; Grant Craig, Utility Customer (Zoom); Bryan Clark, KITTCOM (Zoom).

Also present: Darin Yusi, Gas Engineer (Zoom); Kim Bowie, Operations Analyst; Buddy Stanavich, Energy Resource Manager; Nicole Baker, Sustainability & Energy Coordinator (Zoom); John Mooers, Rate Analyst (Zoom); Ryan Lyyski, Public Works & Utilities Director; Heidi Behrends- Cerniwey, City Manager; Derek Mayo, Engineering Services Manager; Ben Fabion, Telecom; Jim Goeben, IT Director; Brian Cortese, Engineering Tech; Terry Weiner, City Attorney.

2. Approval of Agenda

Committee member Lillquist moved to discuss item 7.A after 8.B. **Agenda approved as amended 6-0.**

3. Approval of Minutes

3.A Jan 16 UAC regular meeting minutes

Committee member Palmer moved to approve the regular meeting minutes. **Motion approved. 6-0**

4. Approval of Consent Agenda

No consent items.

5. Correspondence and Citizen Comments on Non-Agenda Items

5.A Meghan Anderson - Public Comment

Chair Bousson acknowledged the public comment letter received.

6. Telecommunications Utility Discussion Items

Ben Fabion gave telecom project updates.

7. Electric, Natural Gas, Water, Wastewater, Stormwater Utility Discussion Items

8. Staff Informational Items

8.A Future Committee Role Discussion and Reorganization

The City Manager shared the re-organization of departments and what the future of the Utility Advisory could look like.

8.B City of Ellensburg Decarbonization Planning Grant

Buddy Stanavich presented options to utilize grant funds by June 30, 2025.

7.A Update of Public Works Permitting Fees in the Public Works Development Standards

Committee member Palmer moved to forward a favorable recommendation Council and Staff to proceed with an Administrative Hearing to update the Permitting Chapter of the Public Works Development Standards and to update Ellensburg City Code Section 9.92.300 and 9.92.400. **Motion Approved 5-0**

8.C Public Works and Utilities Updates

Staff shared Public Works updates.

9. Commission Representative Update

Chair Bousson would like to discuss, at the next meeting (or subsequent meeting when more information is available), BPA cuts and how it will impact our community.

10. Adjournment

Meeting adjourned at 5:10 pm



Meeting Date: April 7, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Washington State Department of Commerce Grid Modernization Grant

Submitted by: Nichole Baker, Sustainability & Energy Coordinator

Department: Energy Services

Suggested Motion/Action:

Accept the \$350,000 Grid Modernization Grant from the Washington State Department of Commerce and authorize the City Manager to sign contract documents and approve necessary budget adjustments.

Background/Summary:

The Department of Commerce awarded the City of Ellensburg a grant under the Clean Energy Fund 2023 Grid Modernization Program for the Electric Grid Modernization on 12/21/2023. This award is made from State funding under the Clean Energy Fund. The City of Ellensburg applied for this grant on 9/21/2023 with the intent of using the grant funds as part of the required cost share for the Congressionally Directed Spending for the Solar Park and Grid Modernization grant.

Previous Council Action:

none

Analysis:

Grant funding will be used to add a Smart Grid Solution for Renewable Energy Deployment to the City of Ellensburg's electric utility. The city already generates renewable solar energy from their Renewable Energy Park. Integrating state-of-the-art Advanced Metering Infrastructure (AMI) to the existing renewable generation asset would increase grid resilience and enable new distributed energy resources (DER) to be implemented while lowering utility operating costs. In addition, utility customers will benefit from improved communication with the utility. Those using the improved data to make better demand decisions or to participate in demand response and/or grid-interaction initiatives will see even further cost reductions. This AMI infrastructure is needed to better understand distribution system behavior and begin adding grid-interactive systems to high-energy consumers in the community.

Financial Impact:

The Washington State Department of Commerce grant will not exceed \$350,000. The City will be responsible for the \$70,000 cost share requirement. The cost share funds are an approved budget item within the Capital New Meter Fund within the 2025 budget. A budget adjustment is requested for the \$350,000 revenue.

Budget Adjustment: Yes

Attachments:

None



Meeting Date: April 7, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Congressionally Directed Spending for the Solar Park and Grid Modernization – Authorization to Sign Contract Documents with Department of Energy

Submitted by: Grant Maskal, Construction Project Manager

Department: Energy Services

Suggested Motion/Action:

Authorize the City Manager to sign contract documents with the Department of Energy and approve the necessary budget adjustments.

Background/Summary:

Staff originally submitted a request for FY23 through US Senator Murray to upgrade the Solar Energy Park at Rotary Park, build out electric vehicle charging stations near the dog park and to modernize the City's grid through "smart" technology.

Eight months after staff's submission, the Department of Energy notified the City of Ellensburg that \$1.5 million congressionally directed spending had been appropriated for the above-mentioned scope of work.

Over the next several months, staff prepared the application documents with a submission date of August 19th, 2023. The application was submitted on August 17th, 2023.

Review of the application took place between November of 2023 through August of 2024, multiple agents in an assembly line format reviewed the application and made revisions. The review went dormant between August of 2024 and the start of the new year, awaiting a waiver for Buy America Build America compliance.

Not until recently has staff been notified that the project is ready for final signature and approval. Once the final application is signed and approved, contract documents will be sent to the City for signature.

Previous Council Action:

- 4/18/2022 Regular Council Session – Manager's Report indicated that staff submitted for a \$3 million federal appropriations request for FY23 to Representative Schrier, Senator Murray and Senator Cantwell to complete and update the solar park, installing electron vehicle charging stations at Rotary Park and Modernizing the grid with "smart" technology.

- 1/3/2023 Regular Council Session – Manager’s Report indicated that the City of Ellensburg was notified recently of the award of \$1.5 million from the department of Energy. Staff will reduce scope of the project to the revised budget.

Analysis:

N/A

Financial Impact:

The future project is estimated to cost \$3,034,199. The Department of Energy grant will fund \$1.5 million. The City will be responsible for the \$1,534,199. Additional expenditure authority of \$0.51 million is necessary to accommodate this project, with the balance already adopted in the 2025/2026 Biennial Budget. Sufficient fund balance is available to accommodate the additional expenditure authority.

Budget Adjustment: No

Attachments:

None



Meeting Date: April 7, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Award Bid Call 2025-05 Water Street Overlay- Main St to Bender Rd
Submitted by: Grant Maskal, Construction Project Manager
Department: Public Works

Suggested Motion/Action:

Award bid call 2025-05, to Central Paving, LLC in the amount of \$3,469,542.60, the lowest responsive and responsible bidder.

Background/Summary:

Bids were received on Tuesday, March 18th, 2025 for the above-mentioned project. Central Paving, LLC was the lowest responsive and responsible bidder in the amount of \$3,469,542.60. Council is being requested to award the bid to Central Paving, LLC.

On Thursday, March 20th, 2025, staff received Concurrence to Award bid from the Washington State Department of Transportation.

The project includes planing 73,864 square yards of road surfaces from Main Street to Bender Road and overlaying with 9,761 tons of Hot Mix Asphalt (HMA); bring 145 ADA ramps up to code; upgrade 5 intersections to the most recent vehicle detection equipment; install pavement markings to improve multimodal transportation and performing traffic control. This project will also install markings for bike lanes between Helena Ave and Bender Rd.

City staff designed and prepared bid specifications for this project, Bid Call #2025-05. City staff will also provide administration for the above scope of work associated with this bid call.

Previous Council Action:

- June 3rd, 2024 Regular Council Meeting – Public Works informed Council of the pursuit of federal funds to complete the above named project.
- August 5th, 2024 Regular Council Meeting - The 2024 Six-Year Transportation Improvement Plan (TIP) was amended through resolution 2024-20 and approved by Council. This resolution allowed the City of Ellensburg to secure the Federal funds appropriated for the project.
- March 3rd, 2024 Regular Council Meeting – Staff requested the rejection off all bids through resolution 2025-04 at the request of Washington State Department of

Transportation due to language within the bid documents that was thought to be prohibitive of competition.

Analysis:

The project was advertised and bids were received as follows:

Central Paving, LLC:	\$3,469,542.60
American Rock Products:	\$3,642,190.00
Granite Construction Company:	\$3,848,484.00
Engineer's Estimate:	\$3,510,194.77

The low bid submitted by Central Paving, LLC is below the engineer's estimate.

Financial Impact:

The total project is estimated to cost \$3,469,542.60. Costs for the project will largely be funded through a Federal appropriation through WSDOT in the amount of \$3,001,154.35 with a 13.5% match from the City in the amount of \$468,388.25. These funds are an approved budget item within the Arterial Street Fund for the 2025/2026 budget.

Budget Adjustment: No

Attachments:

None



Meeting Date: April 7, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Public Transit Amendment Agreement between the City of Ellensburg and HopeSource
Submitted by: Betsy Dunbar, Transit Manager
Department: Public Works

Suggested Motion/Action:

Approve the Public Transit Amendment Agreement between the City of Ellensburg and HopeSource.

Background/Summary:

- HopeSource was unable to get a \$10 million umbrella renewal quote for less than a 500 percent cost increase. HopeSource requested the city amend Section 4.1 of the City's RFP-17-047 to require \$5 million umbrella coverage.
- The UTC requires \$5 million umbrella coverage, which the Executive Director of the Washington State Insurance Pool confirmed.
- On March 18, 2025, PTAC members approved the Public Transit Amendment Agreement between the City of Ellensburg and HopeSource to reduce the umbrella coverage from \$10 million to \$5 million.

Previous Council Action:

This is the first time a reduction of umbrella coverage has been presented to the Council. In the past, Council has approved 6 previous amendments to the Public Transit Agreement.

Analysis:

The Amendment, if approved, would reduce the amount of umbrella coverage from \$10 million to \$5 million and state as follows: the contractor shall provide excess of umbrella liability insurance coverage with limits of not less than \$5 million per occurrence and annual aggregate.

Financial Impact:

There is no financial impact to the City of Ellensburg.

Budget Adjustment: No

Attachments:

1. AMENDMENT 7 TO THE PUBLIC TRANSIT AGREEMENT

Public Transit Amendment Agreement

between

City of Ellensburg and HopeSource

This AGREEMENT, made and entered into this ____ day of _____ 2025, by and between the City of Ellensburg ("the City"), a municipal corporation, and HopeSource ("Contractor"), a community non-profit organization, to provide public transportation services in Ellensburg.

WHEREAS, The City has determined that the City of Ellensburg residents need public transportation services; and

WHEREAS, the City and HopeSource are parties to a Public Transit Operating Agreement ("Agreement") dated May 1, 2017, as amended by Amendments #1 dated May 1, 2017, #2 dated April 19, 2019, #3 dated July 2, 2019, #4 dated December 16, 2019, #5 date December 9, 2020, #6 dated June 6, 2022; and

WHEREAS, Section 18 of the Agreement provides that any amendments must be in writing and signed by the parties;

NOW, THEREFORE, The parties agree as follows:

That portion of Section 4: 4.1 of the City's RFP-17-047 that currently states on page 34 paragraph 4 titled Excess or Umbrella Liability states, "The Contractor shall provide excess or umbrella liability insurance coverage with limits of not less than \$10 million per occurrence and annual aggregate" is hereby replaced as follows:

The Contractor shall provide excess or umbrella liability insurance coverage with limits not less than \$5 million per occurrence and annual aggregate.

Except as specifically amended herein, all other provisions of the Agreement, as previously amended, remain in full force and effect.

HopeSource

CITY OF ELLENSBURG

Susan Grindle, CEO

Heidi Behrends Cerniwey, City Manager

Approve as to form:

Attest

(for HopeSource)

Clerk

City Attorney



Meeting Date: April 7, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Paratransit Operating Amendment Agreement between the City of Ellensburg and HopeSource
Submitted by: Betsy Dunbar, Transit Manager
Department: Public Works

Suggested Motion/Action:

Approve the Paratransit Operating Amendment Agreement between the City of Ellensburg and HopeSource.

Background/Summary:

- HopeSource was unable to get a \$10 million umbrella renewal quote for less than a 500 percent cost increase, they requested the city amend the portion of section 4:4.1 of the City's RFP-17-047 to require \$5 million umbrella coverage.
- The UTC only requires \$5 million umbrella coverage, which Executive Director of the Washington State Insurance Pool confirmed.
- On March 18, 2025, PTAC members voted to approve the Public Transit Amendment Agreement between the City of Ellensburg and HopeSource to reduce the umbrella coverage from \$10 million to \$5 million.

Previous Council Action:

This is the first time a reduction of umbrella coverage has been presented to the City Council.

Analysis:

The Amendment, if approved, would reduce the amount of umbrella coverage from \$10 million to \$5 million and state as follows: the contractor shall provide excess of umbrella liability insurance coverage with limits of not less than \$5 million per occurrence and annual aggregate.

Financial Impact:

There is no financial impact to the City of Ellensburg.

Budget Adjustment: No

Attachments:

1. Paratransit Amendment Agreement 2025

Paratransit Amendment Agreement

between

City of Ellensburg and HopeSource

This Second Amendment to that certain Paratransit Operating Agreement, is made and entered into this ____ day of _____ 2025, by and between the City of Ellensburg (“the City”), a municipal corporation, and HopeSource (“Contractor”), a community non-profit organization, to provide Paratransit services in Ellensburg.

WHEREAS, The City has determined that the City of Ellensburg residents need paratransit services; and

WHEREAS, City Ordinance 4727 was approved by the Ellensburg City Council on June 6, 2016, exercising its authority as the governing board of the Ellensburg Transportation Benefit District, imposing a 0.2% sales and use tax commencing October 1, 2016, for the purpose of funding a public transportation system in accordance with the requirements of Chapter 36.73 RCW; and

WHEREAS, The City and HopeSource are parties to a Paratransit Operating Agreement (“Agreement”) dated June 29, 2019, as amended by the Paratransit Operating Extension dated June 6, 2022;

NOW, THEREFORE, The parties agree as follows:

1. That portion of Section 4: 4.1 of the City’s RFP-17-047 that currently states on page 34 paragraph 4 titled Excess or Umbrella Liability states, “The Contractor shall provide excess or umbrella liability insurance coverage with limits of not less than \$10 million per occurrence and annual aggregate” is hereby replaced as follows:

The Contractor shall provide excess or umbrella liability insurance coverage with limits not less than \$5 million per occurrence and annual aggregate.

2. Except as specifically amended herein, all other provisions of the Agreement, as previously amended, remain in full force and effect.

HopeSource

CITY OF ELLENSBURG

Susan Grindle, CEO

Heidi Behrends Cerniwey, City Manager

Approve as to form:

(for HopeSource)

Attest

Clerk

City Attorney



Meeting Date: April 7, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Authorize City Manager's Signature on a Memorandum of Understanding with Teamsters Local 760 (Police)
Submitted by: Lisa Young, HR Director
Department: Human Resources

Suggested Motion/Action:

Move to authorize the City Manager's signature on the MOU with Teamsters Local 760 (Police) for payment of education incentive.

Background/Summary:

On January 7, 2025, Officer Jason Ramsey notified Police Department Command Staff that he should have been receiving education incentive pay in accordance with the Teamsters Collective Bargaining Agreement, Article 22.1, as he had obtained his 90 credits prior to joining the Ellensburg Police Department, and had passed his probation in March 2020. Officer Ramsey provided his transcripts and requested a pay correction.

Previous Council Action:

Approval of the 2023-2025 Collective Bargaining Agreement with Teamsters Local 760

Analysis:

After speaking with Police Department leadership, and reviewing Officer Ramsey's transcript and the current Collective Bargaining Agreement, HR Director Young worked with City Attorney Weiner to prepare a Memorandum of Understanding with Teamsters Local 760 to implement a pay correction for Officer Ramsey's education incentive. As noted in the MOU, the correction will reflect an education incentive payment for the period of January 16, 2022 to January 15, 2025. Officer Ramsey's prospective education incentive was remedied starting January 16, 2025.

Financial Impact:

The pay correction is estimated to be \$5,704.73, subject to standard payroll taxes and deductions.

Budget Adjustment: Yes

Attachments:

1. MOU - Teamsters - Police - Education Incentive - Union Signature - 03.25.2025

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF ELLENSBURG (POLICE DEPARTMENT)
AND
GENERAL TEAMSTERS LOCAL 760

This Memorandum of Understanding (MOU) is entered into by and between the City of Ellensburg ("Employer") and the General Teamsters Local 760 ("Union") with regard to the Collective Bargaining Agreement (CBA) between the parties for the period of January 1, 2023 through December 31, 2025.

WHEREAS, Article 22.1 (F) provides for monthly education incentive pay for employees who either complete ninety (90) credits (2% per month) or receive their BA/BS degree (4% per month). Per Article 22.1 (C), the course work must be in the field of Police Science, Political Science, Sociology, Psychology; and

WHEREAS, the Article 22.1 does not address how an officer will begin receiving the monthly education incentive when they did not obtain the credits and/or degree following an approved tuition reimbursement program through the Ellensburg Police Department; and

WHEREAS, on January 7, 2025, Officer Jason Ramsey notified the Department that he had not been receiving the monthly education incentive for his 90 credits towards a degree in Law & Justice, which he believed he was eligible for prior to January 7, 2025; and

WHEREAS, Officer Ramsey obtained his 90 credits before being employed with the Ellensburg Police Department, and provided evidence of his transcripts and the credits received, and he completed his probationary period on March 16, 2020; and

WHEREAS, the Parties agree it is the employee's responsibility to request the education incentive when they are eligible, just as they are required to request approval for tuition reimbursement coursework by June 30 of the year prior to enrolling in courses;

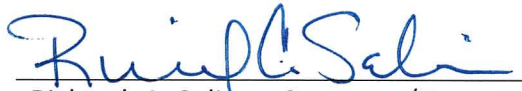
NOW, THEREFORE, the Union and Employer agree as follows:

- 1) Officer Ramsey's monthly education incentive has been approved effective January 16, 2025 based on his notice to the Employer on January 7, 2025 (starting with the first payroll following notice).
- 2) Employer will issue corrective pay to Officer Ramsey on the first available payroll following approval of this Agreement, for the time period January 16, 2022 through

January 15, 2025, based on the wages that were in effect during that time period, which is estimated to be \$5,704.73, and will be subject to standard payroll taxes and deductions.

- 3) For the remainder of the CBA, the Union and the Employer agree that education incentive must be requested by the employee; the request shall include official transcripts showing the declared major and the credits or degree achieved which must be approved by the Chief; and education incentive shall not be retroactively applied.
- 4) This MOU shall remain in effect until a successor CBA is ratified.
- 5) Nothing in this MOU shall be construed as modifying any other terms of the CBA between the parties, except as specifically provided in this MOU. This agreement is entered into pursuant to Chapter 41.56 RCW.

Teamsters Local 760



Richard A. Salinas, Secretary/Treasurer

3.24.25

Date

The City of Ellensburg

Heidi Behrends Cerniwey, City Manager

Date

VOUCHER APPROVAL

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED, OR THAT ANY ADVANCE PAYMENT IS DUE AND PAYABLE PURSUANT TO A CONTRACT OR IS AVAILABLE AS AN OPTION FOR FULL OR PARTIAL FULFILLMENT OF A CONTRACTUAL OBLIGATION, AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF ELLENSBURG, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

Jerica Pascoe

Digitally signed by Jerica Pascoe

Date: 2025.03.31 16:06:41 -07'00'

AUDITING OFFICER

DATE

CLAIMS VOUCHERS AUDITED AND CERTIFIED BY THE AUDITING OFFICER HAVE BEEN RECORDED ON THE ATTACHED LISTING, WHICH HAS BEEN MADE AVAILABLE TO THE COUNCIL AS OF THIS **7TH DAY OF APRIL 2025**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE AB OVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Claims Fund				Total Amounts
Check #'s	169519	TO	169711	\$ 944,739.66
EFT #'s	7335	TO	7364	\$ 1,077,095.75
Treasure Cash				Total Amounts
EFT #'S	1067	TO	1086	\$ 568,784.25
Check #'s	34296	TO	34301	\$ 521.60
Payroll Fund				Total Amounts
Check #'s	96379	TO	96389	\$ 12,583.33
Direct Deposits	84802	TO	85054	\$ 516,516.17

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK

Boards and Commissions	Affordable Housing Commission	Arts Commission	Civil Service Commission	Diversity, Equity & Inclusion Commission	Environmental Commission	Landmarks and Design Commission	LEOFF Board	Library Board	Lodging Tax Advisory Committee	Parks and Recreation Commission	Planning Commission	Public Transit Advisory Committee	Utility Advisory Committee
MEMBERS	7	7	3	9	7	7	5	7	7	7	7	7	7
Residency Requirements	Y	N	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y
Current Members within City Limits	6	5	3	9	5	6	3	7	2	7	6	6	5
Current Members Outside City Limits	1	2	0	0	0	1	1	0	3	0	0	1	1
Current Members Outside but in UGA	0	0	0	0	0	0	0	0	0	0	0	0	0
VACANCIES	0	0	0	0	2 1-EHS	0	1	0	2	0	1	0	1 (Tele)
APPLICANTS:													
Arlo Evasick									1st				

From: noreply@civicplus.com
To: [Cynthia LaChappelle](#)
Subject: [Ext] Online Form Submittal: Application for Appointment
Date: Wednesday, January 8, 2025 4:49:17 PM

CAUTION - EXTERNAL EMAIL: The email below is from an external source. Please exercise caution before opening attachments, clicking links, fulfilling requests, or following guidance.

Application for Appointment

Application for Appointment

For volunteering to serve on a Board or Commission

Boards & Commissions Lodging Tax Advisory Committee

Have you attended a meeting for the board or commission you are applying to?

No

Name of Applicant: Arlo Evasick

Address

Mailing Address (If Different) *Field not completed.*

City Ellensburg

State Wa

Zip 98926

Email Address

Phone Number

Length of Residency in Kittitas County 3+ years

Do you live within the city limits? Yes

ECC 1.12.120 Residency qualification. Except where a commission, board or committee specifically requires city residency as a condition of appointment, members of all other commissions, boards and committees shall maintain

residency within the Kittitas County limits. "Residency," as used herein, means residing within the city or county limits, as applicable, both at the time of appointment and for at least 270 days within each calendar year for the duration of the member's term, but shall not include any period for which a member is absent due to military service.

Occupation Status and Background:	Business owner. Run basketball and baseball tournaments all over the Pacific Northwest
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Organization Affiliations:	Top Tier Sports
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Why are you seeking appointment?	Our tournament organization brings in a ton of families from outside of the area. Would like to make sure their experience in Ellensburg is worth coming back to. Would also like to better understand LTAC for the business we do in other counties as well. I am from a small town and take a ton of pride in community, getting more involved in local business and government is interesting to me.
----------------------------------	---

Will you be able to attend meetings regularly if appointed?	Yes
---	-----

If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?

Boards & Commissions	Parks and Recreation Commission
----------------------	---------------------------------

Boards & Commissions	Ellensburg Business Development Authority
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Email not displaying correctly? [View it in your browser.](#)

Hi Gretchen,

Attached is the application and interview for LTAC candidate, Arlo Evasick. He has fulfilled the following requirements:

- | | |
|-----------------------------|-----------------|
| 1. Submitted Application | January 8, 2025 |
| 2. Attended an LTAC meeting | March 5, 2025 |
| 3. Completed Interview | March 19, 2025 |

The LTAC committee would like to strongly recommend Arlo Evasick to the receiving position for City of Ellensburg Lodging Tax Advisory Committee. He brings an extensive knowledge of the Recreational Sports industry, working with Ellensburg and statewide hotels, and building tournaments around the state. Developing Recreational Sports Tourism is a key initiative in both the 10-Year Tourism Strategic Plan and in the larger Kittitas County Economic Development Strategic Plan.

Thanks and let me know if you have any questions.

Kelle Vandenberg (she/her)
Arts & Economic Development Manager | **City of Ellensburg**
501 North Anderson Street | Ellensburg, WA 98926
P. (509) 962-7149 | C. (509) 607-0914
vandenbergk@ci.ellensburg.wa.us
www.ellensburgwa.gov





Meeting Date: April 7, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Continued Discussion on Renewing Transportation Benefit District (TBD) Funding by Ballot Measure in 2025 (Public Comment Opportunity)

Submitted by: Heidi Behrends Cerniwey, City Manager

Department: City Manager

Suggested Motion/Action:

Provide staff direction to develop resolution and language for future ballot measure and timeline.

Background/Summary:

With the goal to maintain public service levels while continuing to practice public resource stewardship, the City Council adopted the 2025-2026 Biennial Budget, which was balanced by a combination of measures: reallocation of one-time federal ARPA monies, maximized use of restricted revenues, deferred some maintenance activities, slowed technology projects, and perhaps most importantly, assumed renewal of the voted Transportation Benefit District (TBD) and formally expand its use for street preservation to reduce increasing pressures on the General Fund. See attached transportation memo from 2/18/25.

Voters in Ellensburg approved a 2016 ballot measure for Transportation Benefit District (TBD) funding of 0.2% sales and use tax revenue for a public transportation system. The measure included a ten-year period sunset clause and continued funding must therefore be renewed by voters before September 2026. Transportation Benefit Districts (TBDs) are one of the locally enacted sales and use tax options available to cities to fund transportation system maintenance, preservation, and capital improvements. Ellensburg's current TBD is unusual because the majority of funding is reserved for public transportation (transit) system services.

The ability to fund transportation system improvements broadly is authorized by state law (RCW 82.14.0455) and codified in Ellensburg City Code (ECC) Chapter 2.27.

Ellensburg Central Transit, the City's public transit service, is funded by a combination of 0.2% TBD sales and use tax (since 2016) and has successfully acquired operating grants for many years, receives \$75,000 in CWU student fee funding annually, and in recent years, has been steadily gaining fund balance. Federal and state grant funding provided for approximately 32% of revenue in 2024. See attached 2/3/25 memo for more information on City transit services.

Previous Council Action:

Resolution 2016-03 was approved by the Council on January 19, 2016, placing a ballot

measure on the April 16, 2016, ballot for the voters of Ellensburg to consider a 0.2% sales and use tax to fund the Ellensburg Transportation Benefit District for a period of not more than ten years, for the purpose of paying for or financing the costs of public transportation maintenance, operation and improvement projects identified in Resolution 2016-03.

On December 2, 2024, Council adopted Ordinance No. 4950, 2025-2026 Biennial Budget.

At a Joint City Council and Public Transit Advisory Board (PTAC) study session on January 21, 2025, staff reviewed legal, financial, and operational aspects and trade-offs of renewing the Transportation Benefit District sales and use tax with increased flexibility for funding transportation system maintenance in addition to transit system activities. Members of PTAC requested time to discuss the proposal and were provided with two months to develop a recommendation to Council on the issue of funding for transit services.

At their February 3, 2025, meeting, Council reviewed the issue and requested to bring the issue back in April. PTAC held their regular meetings in February and March 2025, plus a special meeting on March 4, 2025, to review trade-offs and recommend funding for future transit and transportation services.

Analysis:

Balancing the 2025-2026 Biennial Budget

City Council has the ultimate responsibility for establishing service levels and prioritizing investments across the City's services, including the transportation system. Council adopts a biennial budget, which serves as a policy document for investments and service levels over a two-year period.

Maintaining service levels across the multi-modal transportation system was a priority during staff preparation and Council adoption of the City's 2025-2026 biennial budget. The Ellensburg Central Transit program is budgeted to maintain service levels for this biennium and maintain reserve balances in line with City policy to preserve capacity to respond to future funding uncertainty.

Matters and restrictions outside the City's control for the 2025-2026 budget cycle made the budget development particularly challenging. Principally, the City's budget continues to be constrained by a structural imbalance between the cost of activities supported by general governmental resources, and the revenues that support those expenditures.

This imbalance has been magnified since COVID and is prevalent in cities across the country. Most cities in Washington face the same set of challenges:

- Inflation and other increases to costs of maintaining services and infrastructure.
- Supply chain delays, which in addition to increasing costs, increase project risks.
- Limits on revenue (property tax annual increase limited to 1% while property values and costs to maintain services increase).

The City employed several strategies to close the structural gap in the current 2025-2026 Biennial Budget:

- Find and capture efficiency savings.
- Reallocating \$1 million of COVID Relief Grants from Sewer Utility to the General Fund.
- Pursuing fee analysis to balance the costs of providing services while maintaining affordability.
- Joining a larger health insurance benefit pool to control employee benefit costs.
- Service level reductions for governmental services.
- Maximizing use of restricted funds, by including capital infrastructure and preservation as an allowable use of TBD dollars in addition to the transit system.
- Continuing to pursue transportation and transit funding opportunities that foster and enhance the current and future City system.

Notably, 2025-2026 budget adjustments include reducing service levels for preventative maintenance of streets for 2025 and spending down fund balances, where eligible, for use as strategic investments in infrastructure. Although some service levels are reduced for 2025, the investments in transportation service levels adopted in the biennial budget substantially target projects that span multiple transportation modes that bring in grant money to fund significant investments--expanding the available resources to meet the City's infrastructure needs and reflect the connections between modes.

Since the initial budget and TBD funding discussions, sustained grant funding levels have become more uncertain.

Increased Uncertainty for State and Federal Grant Funding:

- A portion of the State's Transit Support Grant that has sustained the Transit system's operating funding over the past five years is subject to RCW 47.66.140, which require local sales tax authority to be maintained. Specifically, "...public transit agencies must maintain or increase their local sales tax authority on or after January 1, 2022, and may not delay or suspend the collection of voter-approved sales taxes that were approved on or before January 1, 2022," in order to qualify for the grants. The City received \$266,251 in Transit Support Grant funding for the 2023-2025 biennium. WSDOT Deputy Director Chartock provided feedback from the Attorney General's Office stating, "...any redirection of funds would amount to lowering the authority going towards transit." This, according to WSDOT staff, would disqualify Ellensburg Central Transit from future Transit Support Grant funding.
- WSDOT has added similar language to transportation funding bills during the 2025 legislative session that would potentially impact: Special Needs, Rural Mobility, Commute Trip Reduction, Regional Mobility, and Green Transit Grants.
 - The Senate Budget Bill, SSB 5161, included the following: "Public transit agencies must have maintained or increased their local sales tax authority as of January 1, 2022, and may not have delayed, diverted, supplanted, or suspended the collection of approved sales tax specifically for the purpose of public transportation that were approved on or before January 1, 2022, to qualify for any public transportation division grants."

- The House Budget Bill, HB 2010 reads: "For grant awards not yet under contract, as a condition of special needs transportation grants provided pursuant to this subsection, public transportation agencies may not delay, divert, supplant, or suspend the collection of approved local sales and use taxes for the purpose of public transportation during the 2025-2027 fiscal biennium."
- Early staff funding forecasts confirmed that transit service levels could be maintained over ten years if grants continue at the similar rates. However, subsequent uncertainty about the continuation of grant funding (due to this shared use for street preservation and general state and federal economic conditions) have decreased confidence in funding service levels without raising total revenue. In forecast scenarios, staff estimated approximately half (0.1% of the 0.2%) of TBD sales tax revenue could be used for transportation system maintenance (street maintenance).

The City's Public Transit Advisory Board (PTAC) Recommended Increased Funding for Transit and Transportation System Services:

- Following several meetings, members of PTAC recommend renewing the Transportation Benefit District (TBD) sales and use tax to continue to fund transit services at 0.2% and requested that Council ask Ellensburg voters to increase the rate by 0.1% specifically for transportation system maintenance (street preservation) services. See attached memo.

Ballot Measure Options and Trade-offs:

- **Option 1:** Ask voters to renew the 0.2% Transportation Benefit District (TBD) Sales and Use Tax per RCW 36.73. Share funding for street maintenance while maintaining a stable Transit fund balance and services.
 - Risks some grant funding which will reduce total available resources for transit and transportation/street services.
 - Renews current sales and use tax only for an additional ten years.
 - This option does not increase the local sales tax rate during a time of economic uncertainty.
- **Option 2:** Ask voters to renew the 0.2% Transportation Benefit District (TBD) Sales and Use Tax per RCW 36.73 and enact an additional 0.1% TBD for street preservation activities.
 - Increases local sales and use tax by 0.1%
 - Provides more sustainable funding for both transit and transportation system.
 - Uses the full 0.3% of TBD authority available to cities, limited by State law.
- **Option 3:** Ask voters to renew the 0.3% Transportation Benefit District (TBD) Sales and Use Tax per RCW 36.73 for transit and transportation system (streets).
 - Increases local sales and use tax by 0.1%.

- Addresses longer-term structural deficit challenge by creating new revenue for a service that has been increasing pressure on General Fund and reducing available resources for other services.
 - Provides flexibility for future funding to shift between transportation/transit system service needs (restricted to those authorized by RCW only).
 - Risks some grant funding which will reduce total available resources for transit and transportation/street services.
 - Uses the full 0.3% of TBD authority available to cities, limited by State law.
- **Option 4:** Ask Ellensburg voters to approve a 0.3% Transit Sales Tax per RCW 82.14.045 (no sunset). Also, enact a 0.1% TBD sales and use tax per RCW 36.73 to fund street maintenance. (Councilmanic or ballot measure)
 - Increases sales and use tax rate by 0.2% for transit and transportation projects.
 - No sunset on Transit sales tax, RCW 82.14.
 - Fund balance in transit potentially increases over time without long-term transit system expansion.
- **Option 5:** Ask Voters to approve a 0.2% Transit Sales Tax per RCW 82.14.045 (no sunset). Also, enact a .1% TBD tax to fund street maintenance (Councilmanic--a measure enacted by the City Council or by a ballot measure).
 - Councilmanic (meaning a measure enacted by the City Council) which is allowed by RCW 36.73 for the first 0.1% TBD only.
 - Councilmanic tax increases are not popular.
 - Unless established, there is no sunset on Transit sales tax, RCW 82.14.

Ballot Measure Timing:

Election Date	Resolution Deadline	Waiver Deadline	Pamphlet to Printer	Pamphlets mailed Ballots mailed
April 22, 2025	February 21, 2025	February 21, 2025	March 3, 2025	April 1, 2025
August 5, 2025	May 2, 2025	June 16, 2025	June 16, 2025	July 9 July 15, 2025
November 4, 2025	August 5, 2025	September 5, 2025	September 5, 2025	October 8 October 14, 2025
2026 February Election				
February 10, 2026	December 12, 2025	December 12, 2025	December 31, 2025	January 22, 2026

The Department of Revenue requires sufficient notice to implement new tax collection activities. If Council were to delay a ballot measure until 2026, February 10, 2026 is the last election to avoid interruption to tax revenue collection (scheduled to sunset on September 30, 2026).

Election Costs:

- Ballot measure costs are determined by the share mailing and administrative expenses. If Ellensburg is the only jurisdiction with a ballot measure in a special election, the cost is estimated to be around \$20,000.

Financial Impact:

The current authorized 0.2% sales and use tax for the Transportation Benefit District provides approximately \$1.6 million in funding for service delivery. Without further authorization by voters, the TBD sales tax must be reduced to 0.1% effective July 1, 2026. State law no longer allows local governments to change sales and use tax rates on October 1.

Budget Adjustment: No

Attachments:

1. PTAC Memo to Council 4-7-25
2. PTAC Recommendation Bullet Points
3. 2025-02-18 Transportation Funding Memo for PTAC
4. 2025-02-18 Transit Overview for Memo for PTAC
5. Election and Sales Tax Rate Change Deadlines 2025



CITY OF ELLENSBURG
Public Works | Transit Division
501 North Anderson Street
Ellensburg, WA 98926
Ph: (509) 925-8680 Fax: (509) 223-7827

April 7, 2025

To: City Council
From: Betsy Dunbar, Transit Manager

**Re: Public Transit Advisory Committee recommendation to the City Council
regarding the Transit Benefit District Ballot Proposition**

The City Council requested the Public Transit Advisory Committee (PTAC) submit a recommendation regarding the Ellensburg Transportation Benefit District (TBD) renewal ballot proposition to the voters.

On March 18, 2025, PTAC met to discuss and come to a consensus regarding the TBD renewal recommendation to the City Council. After much discussion, the committee members came to a unanimous decision based on the following information.

- 0.1% is not sufficient to sustain our current public transit services.
- State and federal grant funding is not a guaranteed revenue source.

The PTAC recommendation is to both preserve transit and solve the city's financial need to further pay for street maintenance by asking voters to approve a .3% TBD tax for approval by the voters with .2% dedicated to public transit and .1% dedicated to street maintenance.

PTAC members request your support for Public Transit in our community and to those who rely on the service.

Ellensburg Public Transit Advisory Committee (PTAC) Recommendation to the Ellensburg City Council Regarding Renewal of Voter-Approved 0.2% Sales Tax for Ellensburg Transportation Benefit District (ECC, Chapter 1.82)

Points Statement supporting recommendation:

- Maintaining the current funding level of **0.2% for transit** is critical to maintaining a viable transit system in the future.
- Adding **0.1%** to the TBD sales tax for **street maintenance** is recommended, as it will provide the same amount of funding that is envisioned by dividing the current 0.2% between transit and street maintenance, without reducing transit resources.
- Reducing the current locally-generated 0.2% sales tax funding for transit to 0.1% would dramatically increase our reliance on state and federal grants to support existing operations and would hamper any ability to expand service in the future.
- Based on current state budget challenges and the federal government political climate, assuming that the city's recent historical success in obtaining grants is both unrealistic and risky.
- The current level of local sales tax funding, combined with the CWU student association annual contribution funds more than 80% of the current annual operating budget for Ellensburg Central Transit. The level of local support would be reduced to approximately 46% by reducing the transit sales tax allocation to .01%.
- The current transit fund balance would be able to offset grant funding losses for a limited time and when exhausted, the 0.1% sales tax revenue alone would not be adequate to sustain a functional transit system in Ellensburg.
- The structural imbalance related to street maintenance deserves an effective long-term funding solution. Simply swapping one under-funded program for another does not address the need for additional revenue. A broader discussion about community expectations and current street and sidewalk maintenance funding limitations is required.



CITY OF ELLENSBURG
Public Works & Utilities Department
501 North Anderson Street
Ellensburg, WA 98926
Ph: (509) 962-7230
pubworks@ci.ellensburg.wa.us

Memorandum

February 18, 2025

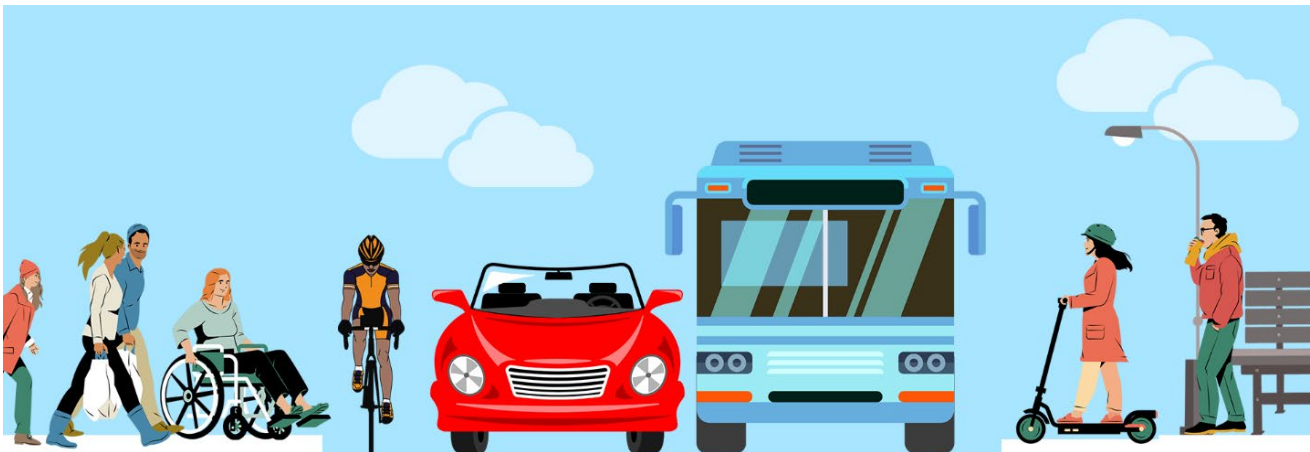
To: Public Transit Advisory Committee

FR: Ryan Lyyski, Public Works and Utilities Director
Heidi Behrends Cerniwey, City Manager

Re: Comprehensive Overview of Ellensburg Transportation System and Funding Challenges

1. Overview of the City's Transportation System (Complete Streets Infrastructure)

The City of Ellensburg is committed to sustaining a transportation system that prioritizes safe mobility, accessibility, and overall quality of life for all residents. Our Complete Streets Infrastructure program embodies this vision by ensuring that City roadways accommodate all modes of transportation — from pedestrians and cyclists to public transit users and motorists. This initiative is crucial in fostering a vibrant, connected community where every individual, regardless of age or ability, can move seamlessly and safely throughout the City. By investing in this infrastructure program, we aim to enhance economic vitality, promote healthier lifestyles, and create an inclusive environment that supports the needs of the diverse needs of our population.



As defined in Ellensburg City Code Section 4.05.060B: "Complete streets infrastructure," as used in this section, means design features that contribute to a safe, convenient, or comfortable travel experience for all users, including but not limited to features such as: sidewalks, shared use paths; bicycle lanes, bicycle boulevards; shared use lanes, automobile lanes; street trees and landscaping; planting strips, curbs; accessible curb ramps; bulb outs (sidewalk nodes); crosswalks, refuge islands; pedestrian and traffic signals; rapid rectangular flashing beacons; signage; street furniture; bicycle parking facilities; public transportation stops and facilities; and traffic calming devices. The City's transportation system also provides key multi-modal connections to the federal and state highway systems (Interstate 90 interchanges as well as State Routes 10, 82 and 97). These links are vital for pedestrian vehicle, high

occupancy bus/shuttle systems as well as freight connections. The Burlington Northern Railroad traverses through town which does supply freight sidings at a few locations.

The City's Comprehensive Plan (Chapter 3 Transportation) details the Transportation Vision and the "Layered Network of the system, including:

TRANSPORTATION VISION

Ellensburg envisions a future transportation system that serves all users and modes of travel by offering a safe and robust network of walkways, bicycle facilities, roadways, and complementary transit options. This transportation system is well-linked with the built environment, since the way people travel is greatly influenced by the key destinations where people live, work, shop, and recreate.

As identified in this plan, most of the improvements are focused on the development of a 'layered' transportation network, which emphasizes providing complete accommodation for all modes of travel. While some of the projects identified in this Transportation chapter are needed to meet the City's vehicular Level of Service (LOS) standard, many of the future improvements focus on providing safer and more complete facilities for walking, bicycling, and riding transit in order to improve access and mobility for all road users.

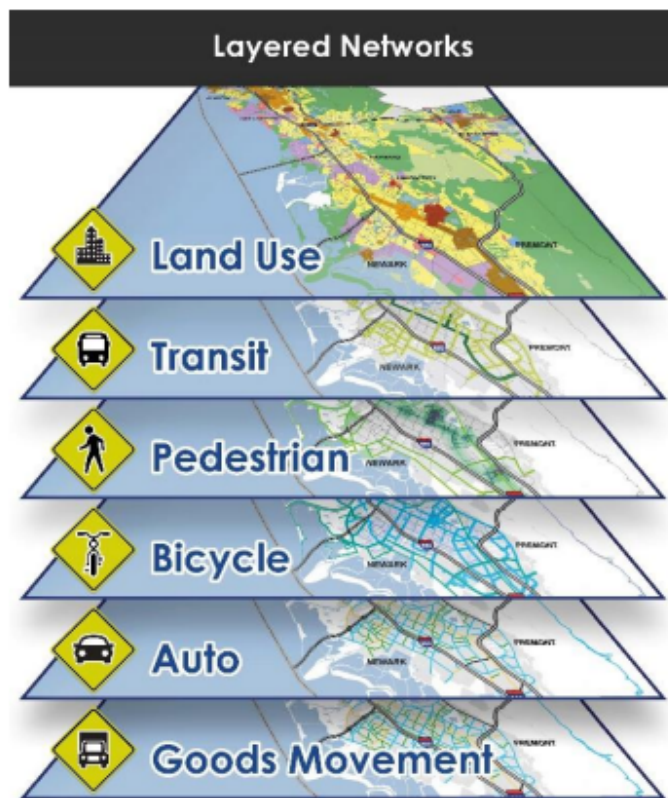
Introduction to the Layered Network

It can be a challenge for a single roadway to meet the demands and expectations of all modes at any given time. This is also generally not desirable from a user or a planning perspective.

In response to this challenge, the City of Ellensburg has adopted a layered network approach that focuses on how the City's transportation network can function as a system to meet the needs of all users. In such a system, different facilities are identified for different travel needs to ensure that everyone has complete accommodation throughout the overall network. *Figure 23* illustrates the concept of a layered network.

The City will implement this layered network through a system of modal networks that define each street's user priorities and associated infrastructure needs.

Figure 23. Layered Network



As the Transportation System continues to expand through annexation, growth, and capital projects, an emphasis on maintenance and preservations is critical. The City's Comprehensive Plan (Goat T-5, Policy Ellensburg Transportation System Memo 02-18-2025

A) states, "Prioritize the cost-effective maintenance and preservation of the existing transportation system over system expansion." The City currently maintains:

- 91 Miles of Streets
- 133 Miles of Sidewalks
- 28 Traffic Signals
- 2.8 Miles of multi-use pathways
- 14.5 Miles of Bike lanes
- 1,677 Street lights
- 67 Transit stops, etc.
- 16 Transit Shelters

2. What does our community get for their investments in the transportation system?

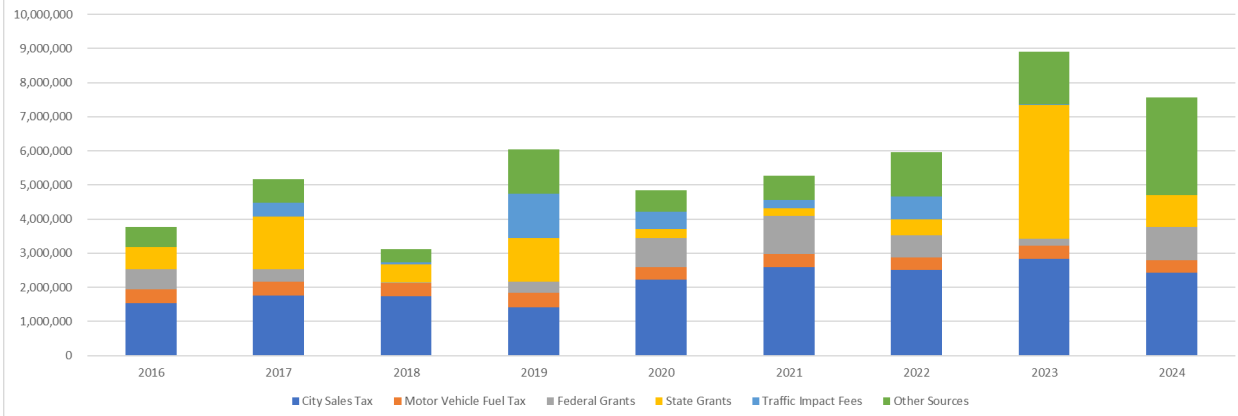
- Street and alley preservation activities
 - Annual Crack Fill Program – This program sends crews out to use compressed air to blow out cracks in roadways and fill the resulting crack with liquid crack fill. The crack fill material reseals the roadway surface to prevent water infiltration into the roadway. This is primarily done on anticipated chip seal roadways for the year. Crack filling is also done on other roadways in need.
 - Annual Chip Seal Program – The City partners with Kittitas County Public Works to complete an annual chip seal program. Chip sealing is where an oil distributing truck sprays a uniform emulsion coating on street surface. The oil is immediately covered with a uniform layer of chips (rock) and rolled/compacted. This process is important to add life to roadways by preventing oxidation of the old surface, sealing the surface to prevent water infiltration into the roadway as well as providing a new wearing coarse supplying traction for road users.
 - Routine Pothole Repairs – City crews perform pothole repairs throughout the year. A sawcut is often made to separate the degraded location, then failing pavement and existing road base is excavated. Finally, crews fill the hole with quality gravel base and repave the pothole.
- Roadway improvement projects
 - Sidewalks
 - Asphalt paving and asphalt overlays
 - Bridge repair and replacements
- Striping and restriping of roadways
- Snow and Ice activities
- Vegetation management
- Traffic signal construction, annual testing, and maintenance

3. How the City Pays for the Public Transportation System

The City's transportation system is heavily reliant on grants and general tax dollars. Grants are only available for capital projects for infrastructure improvements.

Note: The graph below shows that that Motor Vehicle Fuel Tax has been a very small portion of funding for the City's transportation activities. City sales tax has been a large (majority) contributor to transportation system funding and state/federal grants make up a large percentage of the funding gaps.

Revenue Sources: Transportation System Funding



Street & Arterial Street Revenue Sources

	2016	2017	2018	2019	2020	2021	2022	2023	2024
City Sales Tax	1,540,000	1,753,259	1,740,300	1,420,300	2,228,300	2,598,512	2,508,067	2,828,000	2,433,333
Motor Vehicle Fuel Tax	404,437	416,562	394,230	412,413	365,837	386,972	364,903	385,791	368,337
Federal Grants	594,604	368,430	9,591	330,795	859,780	1,110,145	661,313	208,635	965,298
State Grants	639,074	1,544,158	522,916	1,288,201	257,570	220,473	449,847	3,927,880	928,660
Traffic Impact Fees	0	400,000	69,282	1,298,718	507,225	235,568	685,102	8,232	13,754
Other Sources	598,593	697,063	382,376	1,299,553	622,100	718,794	1,301,746	1,540,776	2,862,339
	3,776,708	5,179,473	3,118,696	6,049,980	4,840,811	5,270,463	5,970,978	8,899,314	7,571,721

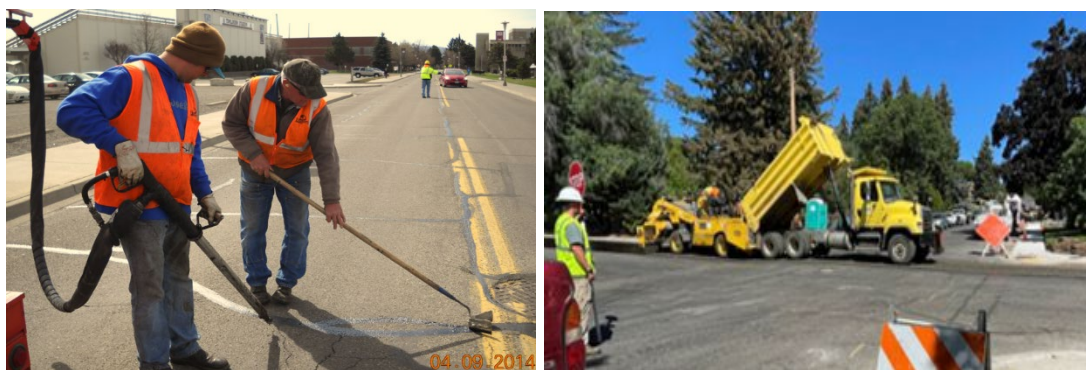
Funding for the City's Transportation System is primarily composed of:

- **Grants (Federal and State)** – local funding is used to leverage federal and state grants to support capital improvements for the public transportation system. In 2025 and 2026, grants have been secured for 46-51% of the revenues for design and construction projects. Preservation programs are typically not eligible for grant funding. Common funding sources include state Transportation Improvement Board (TIB) grant programs, federal Surface Transportation Block Grants (STBG), federal Transportation Alternative Program (TAP) grants, and federal Safety Grants.
- **Sales Tax** – the City's general sales tax revenue is shared by all general government fund functions. Over the years, transportation system costs have increased and funding those services has taken a larger portion of the sales tax for maintenance, preservation, and capital projects. In 2025 and 2026, the City's Sales Tax transfer to support transportation system maintenance and construction activities is close to \$1.75 million each year, down from \$2.6 million in 2024. Sales tax accounts for almost 25% of annual programs.
- **Motor Vehicle Fuel Tax MVFT (Gas Tax)** – this is generally a very small portion of the revenue (less than 7% of the City's transportation program in 2025). As more electric vehicles are brought into use, this revenue source has steadily reduced over time.
- **Charges for Services** - City utilities and programs (which operate like separate businesses) such as Stormwater, Transit, Sidewalk, and Light fund pay for portions of the system improvements that benefit those respective functions. The most visible maintenance activity, street sweeping, is paid for by the City's Stormwater Utility.
- **Traffic Impact Fees** – These fees are paid by new building permits for traffic capacity improvements.
- **Sidewalk Fund** – The City adopted 0.25% Real Estate Excise Tax (REET 1) from real estate transactions which is reserved for sidewalk improvements throughout the community. These dollars add to project capacity to expand the sidewalk network.

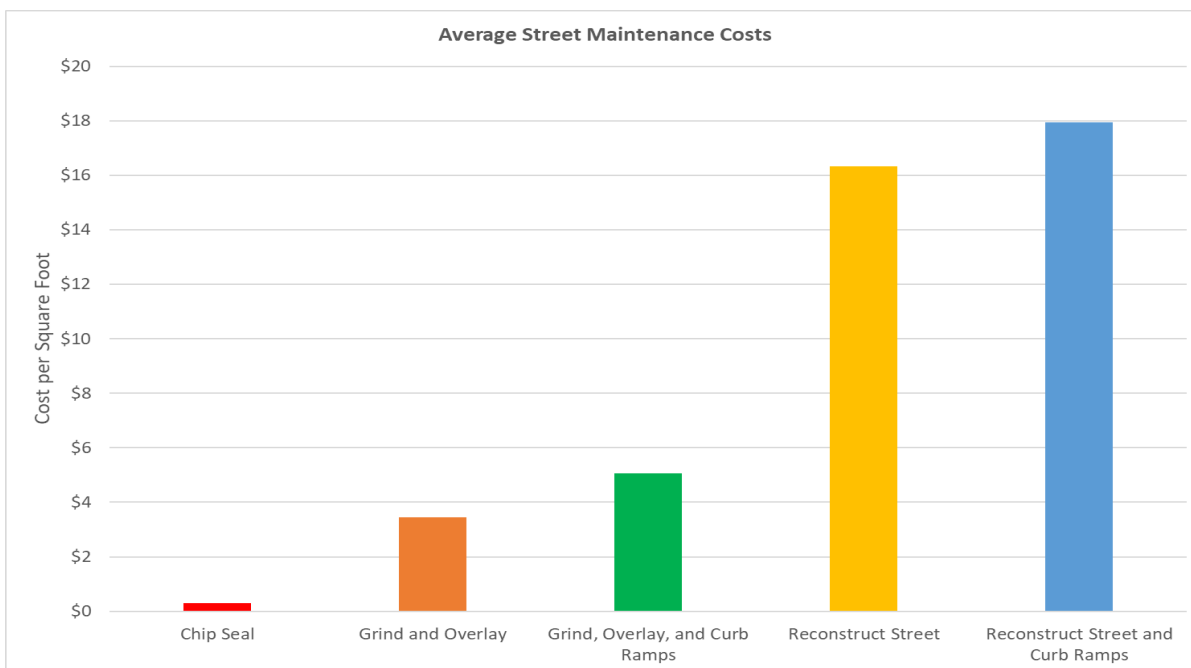
4. Preservation and Maintenance of System is More Cost-effective Than Replacement

Transportation infrastructure is expensive to build and replace. Maintaining the system is a cost-effective means to extend the life of important infrastructure. Preservation activities include actions to protect moisture from intruding into the surface of pavement.

- Crack sealing, which is the process of filling cracks in the existing asphalt with liquid asphalt to fill all voids. Filling the voids is critical to prevent the damage caused by the freeze/thaw cycles of water that enter the cracks and thus causing more damage. (see picture below)
- Patching or skim patching, this is typically done prior to chipseal to better level the roadway to fill low spots, ruts, etc. and to provide a smoother ride to the motoring public and/or improve drainage.
- Chip sealing is the process of applying a uniform layer of hot asphalt onto an existing road, then applying a finely graded aggregate, then embedding the aggregate into the hot asphalt. This process seals the roadway and provides an additional aggregate wearing course that significantly expands the longevity of the roadway.



The 2024 per-square-foot cost of preserving and protecting street surfaces is \$0.30 for Chip Seal. Chip Seals or slurry seals are repeated approximately every ten years on most streets. The City's annual chip seal program treated nearly 10 miles of street surfaces in 2024.



Street Maintenance	Cost per SF
Chip Seal	\$0.30
Grind and Overlay	\$3.44
Grind, Overlay, and Curb Ramps	\$5.05
Reconstruct Street	\$16.33
Reconstruct Street and Curb Ramps	\$17.94

5. How does the City select transportation projects for construction?

The City has a 6-Year Transportation Improvement Plan (TIP) that is updated at least annually to reflect long-term project needs. Projects are selected for construction, based on need, ability to secure funding, and other adopted plans (Comp. Plan, Transportation Safety Plan, Active Transportation Plan, Transit Development Plan, etc.). Some projects remain on the list for more than a decade because of competing priorities. Projects sometime emerge from other outside factors, such as a bad winter or unanticipated issues. There is always more need than funding available. Staff leverage local funds to compete for grant funding for capital improvements.

6. What is the ADA Transition Plan?

The City of Ellensburg adopted an ADA Transition to prioritize investments in accessibility across the system.

Table 1. Barrier Condition Rating – Categories.

Category	Description	Rating
A	Fully Compliant	0
B	Nearly Compliant: Passable but minor difficulty for some.	100
C	Some Compliance: Passable but moderately difficult for some.	200
D	Low Compliance: Passable but difficult for most.	300
E	No Compliance (for curb ramps only): Varying levels of non-compliance, even if minor	400
F	Significant Barrier: Has a significant barrier that is unpassable by most or all.	500



**A Category
Fully Compliant**

All ADA compliance criteria are compliant.



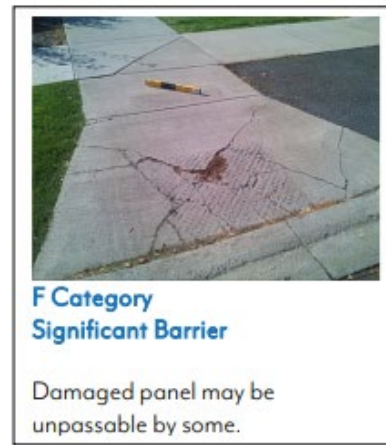
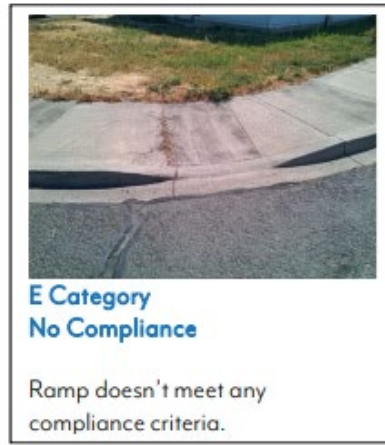
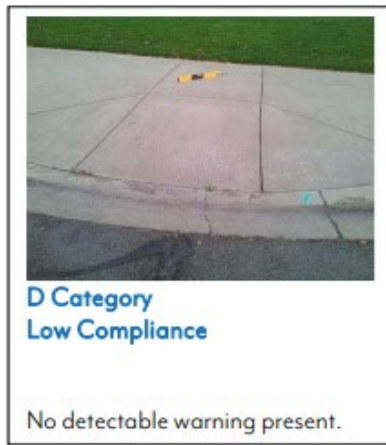
**B Category
Nearly Compliant**

Flare slope exceeds 10% requirement.



**C Category
Some Compliance**

Turning space and ramp obstructed by access cover.



ADA ramps were prioritized based on condition and accessibility demand to generate the replacement/upgrade plan for these facilities. This is a working document that is updated as projects are completed. Below is a screenshot of the document:

City of Ellensburg

ADA Self-Evaluation and Transition Plan Assistance

Total Prioritization Scores with Planning Level Unit Costs applied

June 13, 2019

PERTEET

CURB RAMPS											
GIS ID	Street	Cross Street	Corner	Direction	Unit Cost Condition	Planning Level Improvement Cost	ADR	BCR	Total Prioritization Score	Planned Improvement Date	Date Improvement Completed
1796	2nd	Poplar	SW	NB	0	\$0	7.30	0	0	N/A	N/A
1017	2nd	ruby	NE	NB	1	\$4,000	11.95	500	5975		
1019	2nd	ruby	NE	SB	1	\$4,000	13.15	313	4116		
1020	2nd	ruby	NW	SB	1	\$4,000	12.55	301	3778		
1018	2nd	ruby	SE	NB	1	\$4,000	12.55	500	6275	2018	2018
892	2nd	sampson	NE	SB	1	\$4,000	12.40	500	6200	2021	2021
891	2nd	sampson	NW	EB	1	\$4,000	12.70	500	6350	2021	2021
893	2nd	sampson	SE	WB	1	\$4,000	11.95	500	5975	2021	2021
890	2nd	sampson	SW	NB	1	\$4,000	12.70	301	3823	2021	2021
1016	2nd	sprague	NE	SB	1	\$4,000	13.05	500	6525	2024	2024
1013	2nd	sprague	NW	SB	1	\$4,000	12.70	500	6350	2024	2024
1015	2nd	sprague	SE	NB	1	\$4,000	13.00	500	6500	2024	2024
1014	2nd	sprague	SW	NB	1	\$4,000	13.00	500	6500	2018	2018
324	2nd	walnut	NE	WB	1	\$4,000	9.55	500	4775		
812	2nd	water	NE	SB	1	\$4,000	11.05	303	3348	2025	WATER ST OVERLY
811	2nd	water	NE	WB	1	\$4,000	10.90	301	3281	2025	WATER ST OVERLY
810	2nd	water	NW	EB	1	\$4,000	10.90	303	3303	2025	WATER ST OVERLY
809	2nd	water	NW	SB	1	\$4,000	10.60	303	3212	2025	WATER ST OVERLY
813	2nd	water	SE	NB	1	\$4,000	11.65	302	3518	2025	WATER ST OVERLY
814	2nd	water	SE	WB	1	\$4,000	11.00	302	3322	2025	WATER ST OVERLY
815	2nd	water	SW	EB	1	\$4,000	10.70	302	3231	2025	WATER ST OVERLY
816	2nd	water	SW	NB	1	\$4,000	10.60	301	3191	2025	WATER ST OVERLY
566	3rd		N	SB	1	\$4,000	2.10	501	1052		
567	3rd		S	NB	3	\$1,500	1.95	301	587		

7. How does private development help to build the transportation system?

One key thing to point out is that City codes and regulations require that development pays for improvements that benefit that development. Which means that new buildings and subdivisions constructed in the City pay their fair share and construct the new roads, sidewalks, storm drainage adjacent to and affected by the project constructed. The impacts from these improvements are not funded by general tax dollars.

8. What goals and projects are included in the 2025-2026 Biennial Budget?

The calculated cost to maintain the City's Transportation System is estimated to be \$1,970,000 annually. This assumes the following maintenance intervals:

- Tier 1 Streets (Canyon Rd., Main St., University Way, Water St) to be milled and overlaid on a 10-year cycle.
- Tier 2 Streets (5th Ave, Alder St., Capital Ave, Chestnut St., Dolarway Rd., Umptanum Rd, Mtn View Ave, Ruby St., Brick Road, Pfenning Rd., N. Water St.) on a 15-year cycle with an overlay at 10 years and a chipseal 5 years after the Overlay.
- Remaining Streets to be chip sealed on at average 10-year cycle.

The 2025 and 2026 preservation and maintenance budgets are far below the calculated costs. The City is extremely fortunate to have recently received approx. \$3 million of federal funding for the scheduled Water Street Overlay project, but there is recent uncertainty about the availability of this federal grant.

<u>Budget Item</u>	<u>2025</u>	<u>2026</u>
Street Preservation	\$525,000	\$680,000
Street Maintenance	\$296,059	\$299,727
Alley Maintenance	<u>\$108,750</u>	<u>\$110,314</u>
<i>TOTAL:</i>	<i>\$929,809</i>	<i>\$1,090,041</i>

Capital Projects (only large projects shown):

- Water St. Overlay Project (Main & Manitoba to Water & Bender)
 - Construction in 2025
 - Total Project Cost: \$3,526,000 (\$3,050,000 federal grant and \$476,000 transit funds)
- Gateway II
 - Design in 2025 and Construction anticipated for 2026
 - Design (2025) budget: \$515,000 (\$360,500 DOE Grant and \$154,500 local funds)
 - Construction (2026): \$5,125,000 (\$4,250,000 DOE Grant and \$825,000 local funds)
- Helena Ave. Improvement Design (Water St. To Cora St)
 - Design only, construction funds have not been secured
 - \$200,000 in 2025 and \$100,000 in 2026 (100% funded by federal grant)
- 3rd Ave. Pathway Project (Water St. To Depot – N. Side of Roadway)
 - Design in 2025 and Construction anticipated for 2026
 - Design (2025) budget: \$39,000 (\$19,500 TAP Grant and \$19,500 transit funds)
 - Construction (2026): \$826,000 (\$413,000 DOE Grant and \$413,000 local funds)
- Vantage Highway Shared Use Pathway (Alder St to Vista Road)
 - Design in 2025 and Construction anticipated for 2026
 - Design (2025) budget: \$325,000 (\$263,000 STBG Grant and \$62,000 local funds)
 - Construction (2026): \$1,933,000 (\$1,614,000 STBG Grant and \$319,000 local funds)

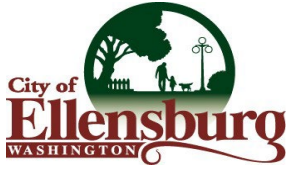
9. Ongoing Funding Challenges for the Transportation System

Transportation system funding competes with all other general government activities. The 1% limit on annual property tax and ongoing inflationary pressures forced more general government revenues to be retained to sustain most standard levels of services. As a result, a reduction of \$850,000 in sales tax transfers will be made to transportation system services which will result in a reduction in these services in 2025/2026 budget.

In 2025, the City Council will explore options for new sources of revenue, which include a ballot measure to renew the 0.2% sales and use tax from the City's Transportation Benefit District in 2025—currently used for Public Transit and related expenses—for broader use to sustain transportation system funding.

The City's current 6-Year Transportation Improvement Program is included. Some projects have secured "S" funding which means the City has funding identified and secured to move forward. While most of the projects show a "P" which means funding is "potential," but not secured. Staff strives to identify potential funding sources for these future projects, but no funding is guaranteed. The 6-Year Plan is a planning document to identify priority capital projects, however funding for these projects is secured as available.

EXHIBIT A												
CITY OF ELLENSBURG				PUBLIC HEARING DATE:		2/3/2025		Federal Grant Funding				
6-YEAR TRANSPORTATION IMPROVEMENT PLAN				ADOPTION DATE:		2/3/2025		State Grant Funding				
2025 TO 2030 (INCLUDES CURRENT WORK COMPLETED IN 2024)				RESOLUTION NO.		2025-02						
REVENUE BY YEAR (thousands)												
SOURCE				2024*	2025	2026	2027	2028	2029	2030	TOTALS	
ARTERIAL STREET				269	266	234	395	613	45	118	1,940	
REGIONAL STBG				1,167	283	2,027	0	0	0	750	4,227	
SALES TAX RESERVE				288	107	918	350	925	1,055	500	4,143	
FEDERAL SAFE ROUTES TO SCHOOL & PEDESTRIAN/BICYCLE GRANTS				0	127	3,325	0	150	1,100	250	4,952	
WSDOT SAFETY PROGRAM				0	0	0	4,350	1,800	0	0	6,150	
TRANSPORTATION IMPROVEMENT BOARD (TIB) - Grant Programs				1,327	886	950	815	1,000	3,475	2,800	11,253	
DISTRESSED COUNTY SALES/USE TAX				34	110	134	0	0	609	0	887	
1/4 CENT REAL ESTATE EXCISE TAX				855	171	459	160	722	354	22	2,743	
MAP-21 TRANSPORTATION ALTERNATIVES PROGRAMS				353	0	0	0	0	475	0	828	
DOE FISCAL YEAR WATER QUALITY GRANT				360	515	3,375	0	0	0	0	4,250	
COUNTY LODGING TAX GRANT				0	0	0	0	0	0	67	67	
LOCAL LODGING TAX FUNDS				0	0	0	0	0	0	66	66	
TRANSIT				50	20	414	865	0	0	0	1,348	
OTHER AGENCY OR CITY DEPARTMENT				1,521	330	900	1,000	500	1,062	300	5,613	
LOCAL IMPROVEMENT DISTRICT (LID) / DEFERRALS				0	0	4,700	0	3,905	695	8,200	17,500	
TRAFFIC IMPACT FEES				0	627	276	2,632	0	990	1,370	5,895	
NOT FUNDED				0	0	0	0	0	0	0	0	
TOTAL REVENUE				6,224	3,440	17,713	10,567	9,615	9,860	14,443	71,862	
EXPENDITURES BY YEAR (thousands)												
PROJECT				2024*	2025	2026	2027	2028	2029	2030	Future	TOTALS
1	S/P	Bridge Inspections		5	5	5	5	5	5	5	0	35
2	S/P	Engineering Transfer		15	15	15	15	15	15	15	0	105
3	S/P	Signal Optimization		25	25	25	25	25	25	25	0	175
4	S/P	Alley Reconstruction (Semi-Annual)		80	0	85	0	90	0	95	0	350
5	S	Pfennig Road Shared Use Pathway - 3rd Ave to Palouse to Cascades Trail		526	0	0	0	0	0	0	0	526
6	S	Brick Rd Improvements - Radio Rd to McElroy Park Trail		1,540	0	0	0	0	0	0	0	1,540
7	S	Pfennig Rd Sidewalk - 240' North of Vantage Hwy to Radio Rd		1,251	0	0	0	0	0	0	0	1,251
8	S	Alder St Sidewalk - One Side - 1st Ave to 3rd Ave (Complete Streets)		170	0	0	0	0	0	0	0	170
9	S	15th Ave Sidewalk Improvements - Cora St to Columbia St - North Side (Comp S		360	0	0	0	0	0	0	0	360
10	S	University Way Overlay - (BNSF To Cle Elum St)		1,017	0	0	0	0	0	0	0	1,017
11	S	5th Ave CBD Paverstone Sidewalk and Street Tree Impr. (N. Side Water to Main		200	0	0	0	0	0	0	0	200
12	S	Mountain View Ave and Bull Rd/Willow St Intersection Enhancements		75	750	0	0	0	0	0	0	825
13	S/P	Helena Ave Imp (Water St to 3,200' west, Cora Connection, portion in KC jurisdic		450	0	5,450	0	0	0	0	0	5,900
14	S	University Way Gateway II - Vista Rd to east City Limits		510	515	5,125	0	0	0	0	0	6,150
15	S/P	Capitol Ave Sidewalk Replacement - Main St. to Sampson St.		0	100	0	110	0	130	0	0	340
16	P	Water St Overlay - University Way to Manitoba, Manitoba from Water to Main		0	1,416	0	0	0	0	0	0	1,416
17	P	Recon. Trail and Sidewalk Extension - PTC to Bender and Hannah to Whiskey Cr		0	250	2,791	0	0	0	0	0	3,041
18	P	Canyon Rd Overlay - Umptanum to Mountain View Ave		0	0	280	0	0	0	0	0	280
19	P	Alder St Sidewalk - One Side - 3rd Ave to Craig Ave		0	0	80	0	100	0	0	0	180
20	P	1st Ave Sidewalk Improvements - Ruby St. to Sampson St. - North Side		0	0	234	0	0	0	0	0	234
21	P	Palouse to Cascades Reconnect Trail - Sanders to Airport		0	0	804	0	0	0	0	0	804
22	P	University Way Overlay - Cle Elum St to east City Limits		0	0	0	2,215	0	0	0	0	2,215
23	P	Wildcat Way and 18th Intersection Enhancements		0	0	0	756	0	0	0	0	755
24	P	Anderson Rd and Umptanum Rd Intersection Enhancements		0	0	0	1,252	0	0	0	0	1,252
25	P	University Way and Water Street Intersection Enhancements and Widening		0	0	0	3,270	0	0	0	0	3,270
26	P	Mountain View Ave and Ruby St Intersection Enhancements and Widening		0	0	0	2,920	0	0	0	0	2,920
27	P	Walnut St and 18th Bike Lane - Dean Nicholson to Alder St		0	0	0	0	150	0	0	0	150
28	P	Water St Overlay - University Way to Helena		0	0	0	0	1,550	0	0	0	1,550
29	P	Anderson Rd Sidewalk Improvements - Umptanum to 5th Ave		0	0	0	0	4,300	0	0	0	4,300
30	P	Umptanum Shared Use Pathway - Wilson Cr to IRRP		0	0	0	0	2,100	0	0	0	2,100
31	S	Vantage Highway Shared Use Pathway		0	325	1,993	0	0	0	0	0	2,318
32	P	Industrial Way Improvements - LID		0	0	0	0	1,280	0	0	0	1,280
33	P	Canyon Rd and Umptanum Rd Intersection Enhancements and Widening		0	0	0	0	0	3,390	0	0	3,390
34	S	3rd Ave. Paverstone Sidewalks and Historic Lighting		0	39	826	0	0	0	0	0	865
35	P	Capitol Ave. Sidewalk Improvements - Willow St to Oak St.		0	0	0	0	0	1,525	0	0	1,525
36	P	Airport Rd Sidewalk Improvements - Dean Nicholson to N. City Limits		0	0	0	0	0	1,170	0	0	1,170
37	P	City to Canyon Trail - Umptanum Rd to Tjossem Rd		0	0	0	0	0	3,600	0	0	3,600
38	P	3rd Ave and Ruby St Intersection Enhancements		0	0	0	0	0	0	890	0	890
39	P	Large Scale Wayfinding Implementation Project		0	0	0	0	0	0	133	0	133
40	P	14th Ave & Wildcat Way Corridor Ped/Bike Impr. - Water St to University Way		0	0	0	0	0	0	480	0	480
41	P	Mountain View Overlay - Canyon to Willow		0	0	0	0	0	0	1,500	0	1,500
42	P	Helena Ave Extension - PTC Trail to Dry Cr Rd		0	0	0	0	0	0	4,100	0	4,100
43	P	Cora Street Ext - PTC Trail to Bender Rd (portion in KC jurisdiction)		0	0	0	0	0	0	7,200	0	7,200
44	P	Chestnut St and Walnut St Bike and Ped Improvements									263	263
45	P	8th Ave LID (University Way to Maple St)									1,061	1,061
46	P	Trail Connection - 5th Ave to University Way (near CWU)									250	250
47	P	5th and Ruby Intersection Enhancements and Widening									741	741
48	P	Anderson/Umptanum/Railroad Ave. Road Widening/Overlay									7,310	7,310
49	P	Helena Ave and Walnut St Intersection Enhancements and Widening									740	740
50	P	Circle the City Trail - Enterprise Way to Faust Rd									4,200	4,200
51	P	Main St Sidewalk Improvements - University Way to 14th Ave									1,450	1,450
52	P	Helena Ave and Water St Intersection Enhancements and Widening									936	936
53	P	Manitoba Ave and Ruby St Intersection Enhancements and Realignment									1,332	1,332
54	P	University Way and Alder St Intersection Enhancements and Widening									1,558	1,558
55	P	Currier Creek Pathway - Univ. Way to Reecer Cr Rd to Currier Cr to PTC									2,750	2,750
56	P	University Way and Main St Intersection Enhancements and Widening									3,338	3,338
57	P	Water St and Bender Rd Intersection Enhancements									966	966
58	P	Airport Rd and Bender Rd Intersection Enhancements									1,008	1,008
59	P	Capitol Ave and Chestnut St Intersection Enhancements									672	672
60	P	Canyon Rd Sidewalk - I90 to Berry Rd to Existing Sidewalk on Berry Rd									540	540
61	P	Sanders Rd and Alder St Intersection Enhancements									665	665
62	P	Capitol Ave and Willow St Intersection Enhancements									524	524
63	P	15th Ave and Cora St Intersection Enhancements									432	432
64	P	18th Ave and Alder St Intersection Enhancements									720	720
TOTAL EXPENDITURE				6,224	3,440	17,713	10,568	9,615	9,860	14,443	31,456	103,318
ARTERIAL STREET FUND BEGINNING BALANCE (01/01/2024))				1,740	1,591	1,445	1,331	1,056	563	638		
EST. GAS TAX REVENUE & SCHEDULED SALES TAX TRANSFER				120	120	120	120	120	120	120		
ARTERIAL STREET FUND ENDING BALANCE				1,591	1,445	1,331	1,056	563	638	640		



CITY OF ELLENSBURG

Transit Division

501 N Anderson St; Ellensburg, WA 98926
PH: (509) 925-8680 Fax: (509) 223-7827

February 18, 2025

To: Public Transit Advisory Committee

From: Betsy Dunbar, Transit Manager
Ryan Lyyski, Public Works and Utilities Director
Heidi Behrends Cerniwey, City Manager

Re: Ellensburg's Public Transit – Part of the City's Public Transportation System

1. Overview of Ellensburg Central Transit Information

Ellensburg Central Transit is a rural public transit system serving the general public within the city limits of Ellensburg. Operations include an accessible fixed route system for the general public, a complimentary door-to-door ADA paratransit service for riders who are unable to access the fixed route bus system due to a disability, and a 24-7 non-emergency medical transportation service called Cabulance for individuals who need an accessible vehicle to access specific medical facilities as initiated by contracted facilities. All services are fare free and are operated through a contract with HopeSource, a non-profit organization based in Ellensburg.

Ellensburg's Central Transit provides safe, reliable, equitable, and accessible transportation within the Ellensburg community. The Public Transit Advisory Committee (PTAC) is a citizen panel that advises on and advocates for transit services.

2. Transportation System Investments

In addition to public transit services, the City has invested in enhancements and expansion of transportation infrastructure and accessibility which include:

- Bus Shelters with bench seating, solar lighting and colorful bus shelter artwork from local artists.
- ADA bus stop enhancements with accessories which include signage, bus turnouts, ADA landing pads, bench seating, trash receptacles and bike racks.
- Safe streets, sidewalks, ADA ramps, connections to other modes of transportation as well as to pedestrian and biking trails.

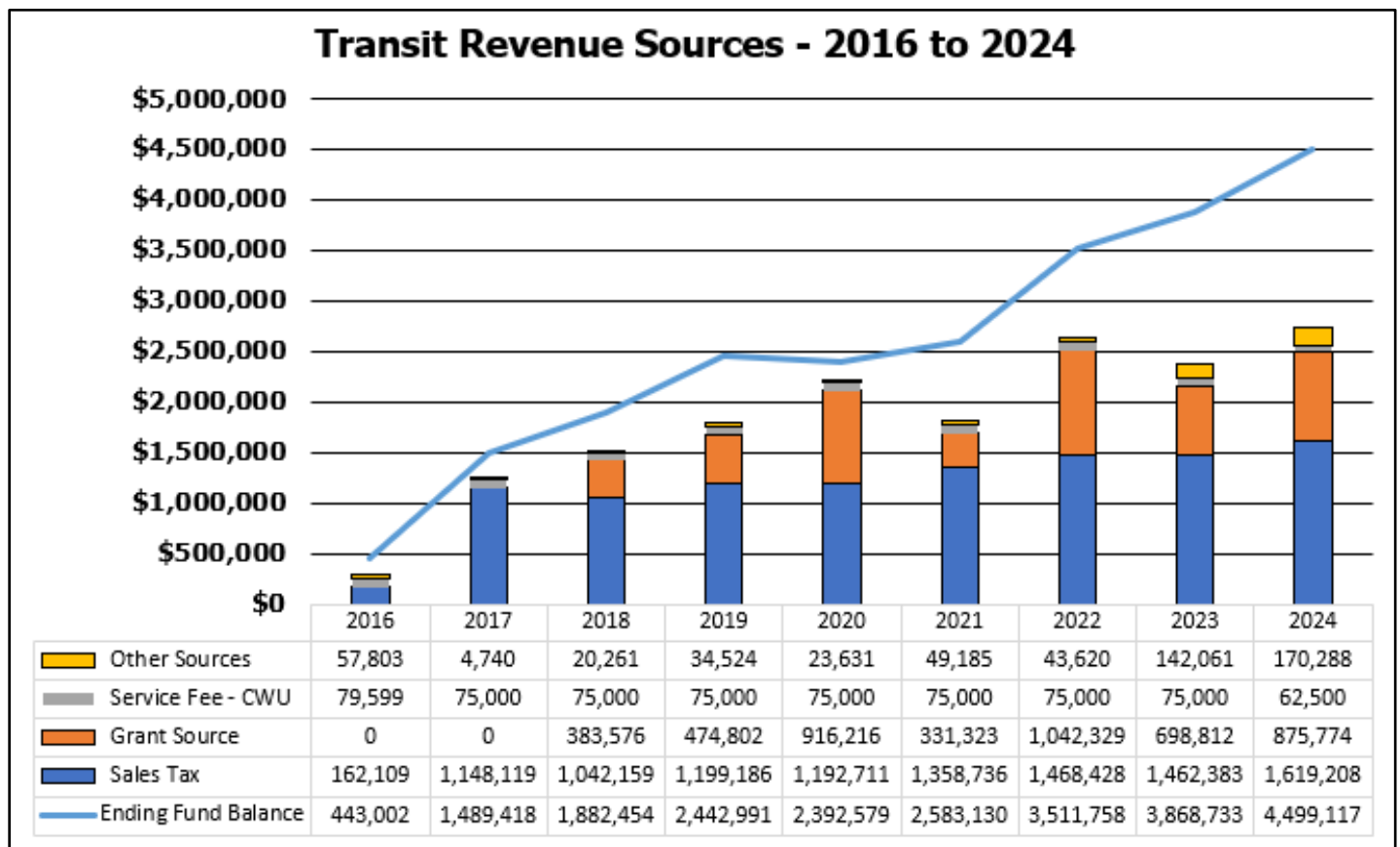
3. History of Public Transit in Ellensburg

2011	The City, ASCWU, HopeSource and WSDOT collaborated to plan, fund & operate a public transit service in Ellensburg.
2013	Transit Development Plan was completed; and is now adopted annually.
2015	Ellensburg Transit Benefit District was created by City Ordinance 4707 whereby the City Council is the official board.

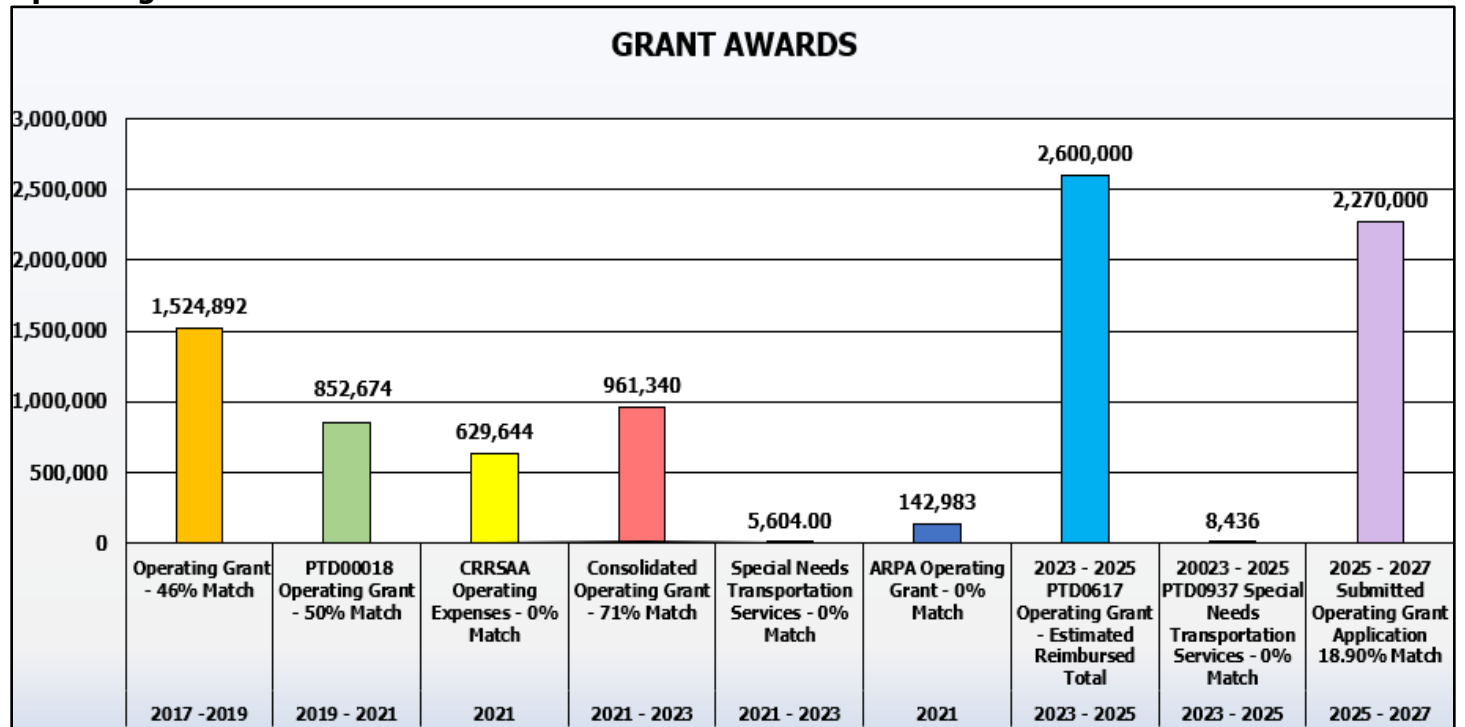
2016	Council authorized a special election for a sales & use tax of 0.02%. 63% Voter approved by Resolution 2016-03.
2017	The City assumed operation of Central Transit with 24 bus stops and 4 bus shelters.
2019	Service expanded from 2 to 5 routes, added ADA Paratransit and Cabulance services.
2020 to 2024	Added transit amenities to the bus system. Current bus stop total is 82 which includes 16 bus shelters. Updated Central Transit Logo, bus wraps, website, added a technology platform and rider apps. ADA Capital projects were also completed at bus stops as we continue to improve and refine service quality.

4. How we pay for Ellensburg Central Transit Services

Ellensburg City Council developed a Transportation Benefit District and voters approved a 0.2% Sales and Use tax in 2016 to provide revenue for public transportation system investments and transit services. Because sustaining public transit services are a priority across the nation, the City and HopeSource have both been successful in securing grants to support operations and to purchase buses. Consolidated Operating Grants have been consistently awarded and Central Washington University (CWU) contribute a total of \$75,000 annually through student fees to support the system.



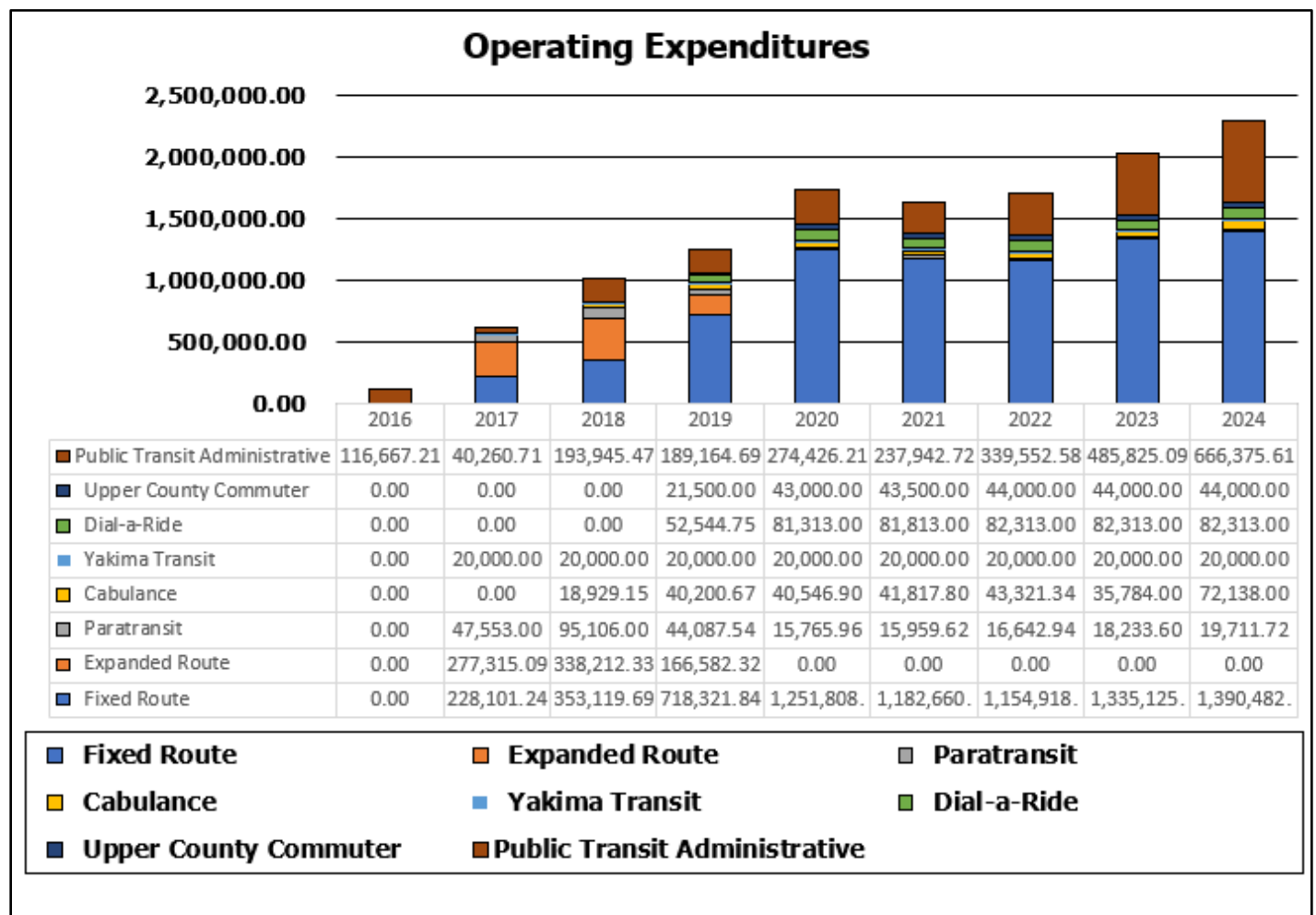
Operating Grant Awards 2017 - 2025



Note: The 2025 – 2027 Consolidated Grant Application has been submitted. *2023 – 2025 shows the estimated total reimbursement.

Also, Operating Grant funds are used only for Fixed Route and ADA Paratransit services.

5. How the Transit System Operates



Operating expenses increase over time with inflation of goods and services, CPI increases, insurance, maintenance, supplies and intergovernmental services. Administrative expenses also increase over time with wages, supplies, service improvements, insurance and other interval services and allocations.

In 2024, the operating cost for Ellensburg Central Transit totaled \$2,295,000.33.

6. Future Public Transportation Improvements

The City Council adopts a Transit Development Plan annually to evaluate needs for future operations and enhancements. Future goals include:

Capital Goals	2025	2026	2027	2028	2029
Bus Shelters with lighting	40,000	40,000	40,000	40,000	40,000
Bus Stop Seating	20,000	20,000	20,000	20,000	20,000
Artwork	14,000	14,000	14,000	14,000	14,000
Access improvement at existing bus stops & bus shelters	80,000	80,000	80,000	80,000	80,000
Movement of bus stops	5,000	5,000	-	-	-
Chargers and Utility Infrastructure			200,000	900,000	900,000
Support an intermodal transit station	-	-	-	-	Unknown

Operating Goals

Adjust routes to better serve passengers.
Promote transit services to the community.
Additional route in areas with key priority/unserved populations.
As needed, adjust routes to provide service for new housing and business developments.
30 minute route times.
Adjust service based on ridership analysis.

In 2025, the City will install two new bus shelters, upgrade ADA ramp and landing pads along bus routes (Water Street Project).

In 2024, the City adopted a Zero Emissions Plan that outlines a pathway and future investments in Zero Emissions infrastructure and buses to reduce transit system operating emissions.

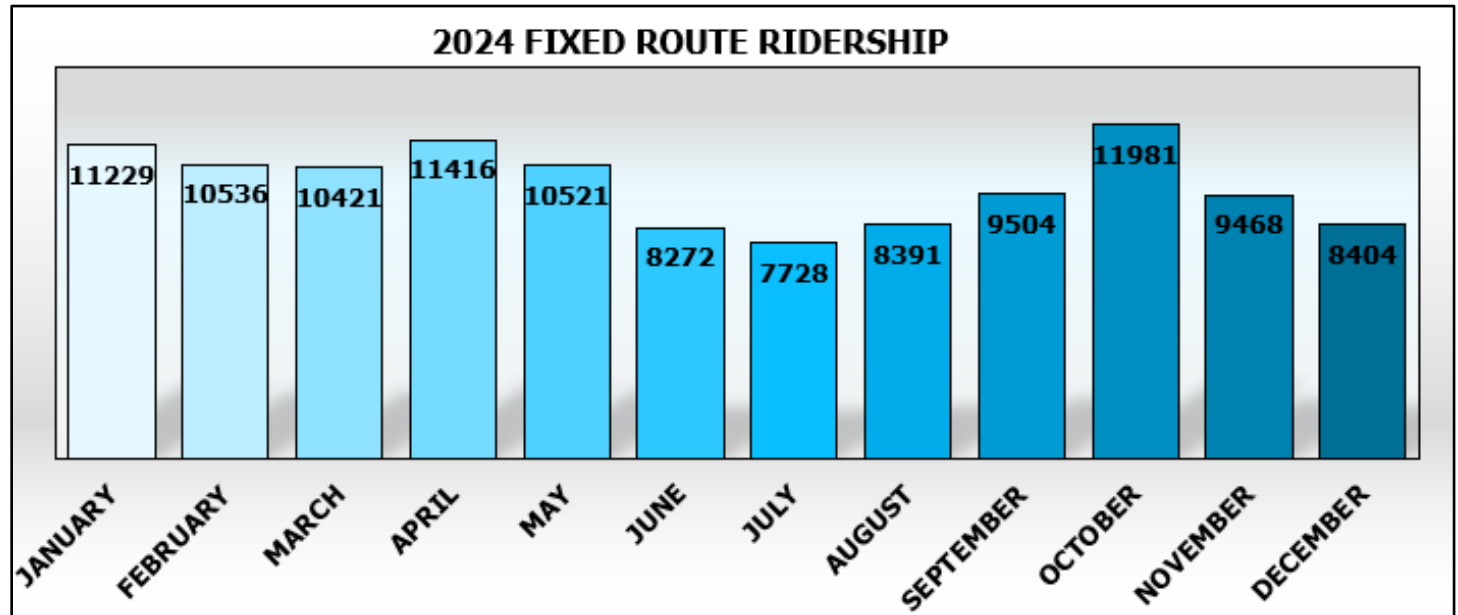
The Zero Emissions plan includes a timeframe for strategic actions which include planning, funding, infrastructure, permitting, completed infrastructure and a 2028 implemented transition.

Total estimated capital costs for the transition based on 2024 availability and pricing.

EV Vehicle Purchases (Contractor)	3,716,000
Operating & Maintenance Costs	441,774
Infrastructure Purchases (City)	1,535,563
Operating & Maintenance Costs	154,500

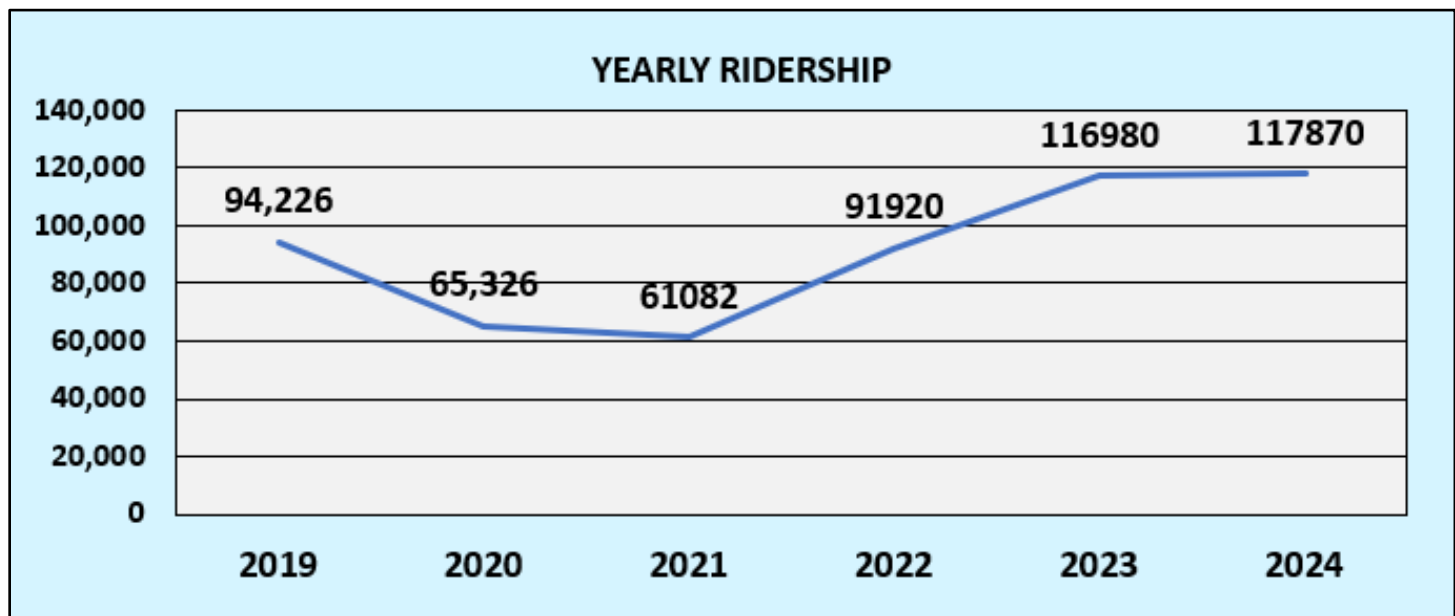
7. Ridership Statistics and Trends

Fixed Route



Fixed Route Yearly Comparison

2019		2020		2021		2022		2023		2024	
JANUARY	9635	JANUARY	10999	JANUARY	4379	JANUARY	6842	JANUARY	9989	JANUARY	11229
FEBRUARY	8978	FEBRUARY	10250	FEBRUARY	4643	FEBRUARY	6781	FEBRUARY	10002	FEBRUARY	10536
MARCH	8597	MARCH	7554	MARCH	5347	MARCH	7070	MARCH	9620	MARCH	10421
APRIL	8861	APRIL	3303	APRIL	4966	APRIL	7408	APRIL	9163	APRIL	11416
MAY	8727	MAY	3507	MAY	4809	MAY	7445	MAY	9595	MAY	10521
JUNE	6327	JUNE	3895	JUNE	4499	JUNE	6852	JUNE	9590	JUNE	8272
JULY	5915	JULY	3793	JULY	4273	JULY	5858	JULY	8594	JULY	7728
AUGUST	5897	AUGUST	3656	AUGUST	4271	AUGUST	6547	AUGUST	9180	AUGUST	8391
SEPTEMBER	6736	SEPTEMBER	4914	SEPTEMBER	5545	SEPTEMBER	8873	SEPTEMBER	10335	SEPTEMBER	9504
OCTOBER	8931	OCTOBER	5289	OCTOBER	7071	OCTOBER	10902	OCTOBER	11626	OCTOBER	11981
NOVEMBER	8372	NOVEMBER	4403	NOVEMBER	6199	NOVEMBER	9659	NOVEMBER	10121	NOVEMBER	9468
DECEMBER	7250	DECEMBER	3763	DECEMBER	5080	DECEMBER	7683	DECEMBER	9165	DECEMBER	8404
TOTAL	94,226	TOTAL	65326	TOTAL	61082	TOTAL	91920	TOTAL	116980	TOTAL	117871



Central Transit operates 5 fixed routes daily between 6:55 AM to 8:15 PM. Central Transit's system maps show the locations of each route, the direction of bus movement, scheduled stops, on demand bus stops, bus shelters and transfer service points. Bus route information is also available at www.centraltransit.org.

Route 12 A operates from 7:10 AM – 7:45 PM and serves the north and south ends of the City, Central Washington University, downtown, and the business and shopping areas on the south end of town.

Route 12 B operates from 7:40 AM to 8:15 PM and serves the north and south ends of the City, Central Washington University, downtown, and the business and shopping areas on the south end of town.

Route 13 operates from 6:57 AM to 7:15 PM and extends north to Elmview and south to senior housing and the Kittitas Valley Healthcare.

Route 14 operates from 6:55 AM to 6:45 PM and serves additional north end housing and Ellensburg High School on the southeast end.

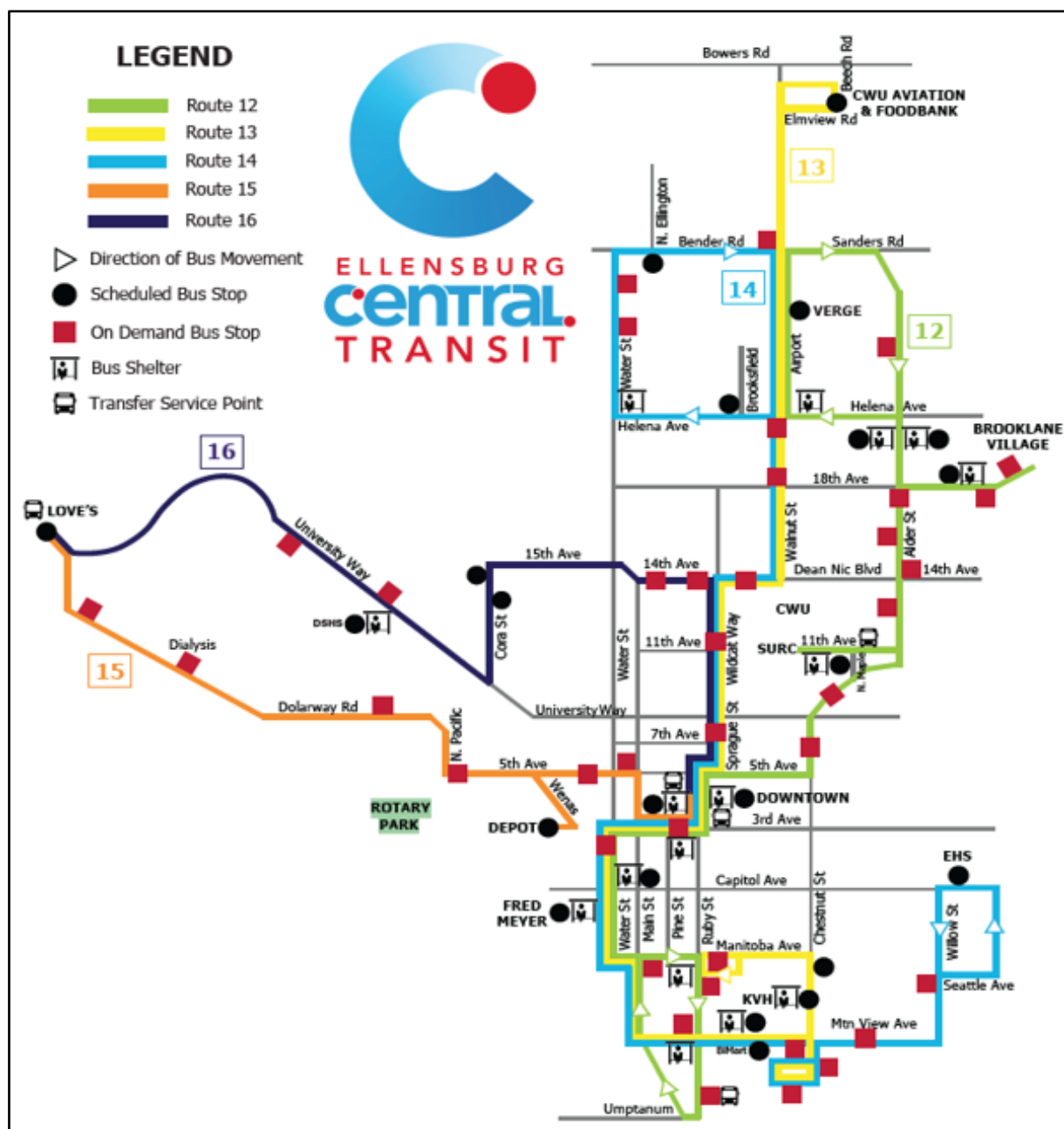
Route 15 operates from 7:58 AM to 7:21 PM and serves downtown and the west side of Ellensburg.

Route 16 operates from 7:25 AM to 6:50 PM and serves downtown and the west side of Ellensburg.

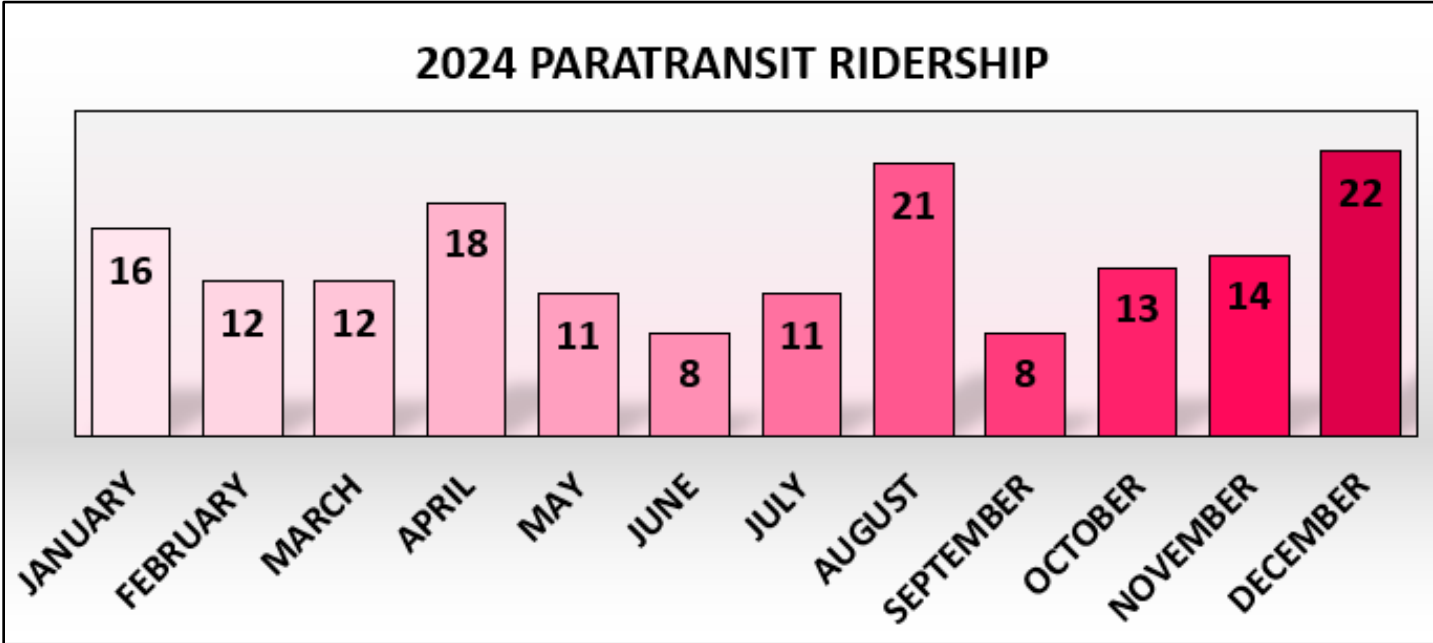
Boardings and Alightings Per Route and Per Bus Stop

Stop: Chestnut & Seattle SB (KVH)	623	243	ROUTE 13			
Stop: Cora & University Way NB	489	314	ROUTE 16			
Stop: Cora & W. Rainier SB	679	1,465	ROUTE 16			
Stop: Cora and W. Rainier NB	972	208	ROUTE 16			
Stop: Dean Nic & Walnut EB	982	1,166	ROUTES 13	ROUTE 14		
Stop: Dean Nic & Walnut WB	707	956	ROUTES 13	ROUTE 14		
Stop: 3rd Ave and Wenas (Depot)	126	97	ROUTE 15			
Stop: Dolarway & Lakeshore WB	321	432	ROUTE 15			
Stop: Dolarway & Prospect WB	13	16	ROUTE 15			
Stop: Dolarway Rd (DaVita) WB	170	169	ROUTE 15			
Stop: E 11th & N Maple	10,150	10,878	ROUTES 12A, 12B			
Stop: Helena & Airport WB	1,875	2,766	ROUTES 12A, 12B			
Stop: Helena & Brooksfield WB	354	343	ROUTE 14			
Stop: I-90 West Interchange	1,485	1,090	ROUTE 15	ROUTE 16		
Stop: KVH Urgent Care	200	441	ROUTE 13	ROUTE 14		
Stop: Manitoba & Pearl EB	410	778	ROUTES 12A, 12B			
Stop: Manitoba & Ruby EB	33	32	ROUTE 13			
Stop: Mountain View & Maple EB	270	366	ROUTE 14			
Stop: Mountain View & Maple WB	34	29	ROUTE 14			
Stop: Mountain View & Pine EB	1,536	2,357	ROUTE 13	ROUTE 14		
Stop: Mountain View & Pine WB	1,622	486	ROUTE 13	ROUTE 14		
Stop: Mtn View & Chestnut (Briarwood)	1,415	1,218	ROUTE 13	ROUTE 14		
Stop: Mtn View & Chestnut (Hearthstone)	948	928	ROUTE 13	ROUTE 14		
Stop: Mtn View & Whitman EB	297	1,333	ROUTE 13	ROUTE 14		
Stop: Mtn View & Whitman WB	1,488	414	ROUTE 13	ROUTE 14		
Stop: Ruby & 4th (Downtown) NB	17,580	8,974	ROUTES 12A, 12B	ROUTE 13	ROUTE 14	ROUTE 16
Stop: Ruby & 4th (Downtown) SB	10,042	19,970	ROUTES 12A, 12B	ROUTE 13	ROUTE 14	ROUTE 15
Stop: Ruby & Manitoba SB	807	1,034	ROUTES 12A, 12B			
Stop: Ruby & Umptanum SB	998	1,125	ROUTES 12A, 12B			
Stop: Sprague & 7th NB	963	497	ROUTES 12A, 12B	ROUTE 13	ROUTE 14	ROUTE 16
Stop: Sprague & 7th SB	378	1,418	ROUTES 12A, 12B	ROUTE 13	ROUTE 14	ROUTE 16
Stop: University & 9th EB	208	438	ROUTES 12A, 12B			
Stop: University & 9th WB	825	523	ROUTES 12A, 12B			
Stop: University Way (Crittter Care) EB	4	5	ROUTE 16			
Stop: University Way (DSHS) EB	1,339	1,524	ROUTE 16			
Stop: University Way (DSHS) WB	362	655	ROUTE 16			
Stop: University Way WB A1 - NO Longer a Stop	8	11	ROUTE 16			
Stop: Walnut & 18th NB	1,050	3,562	ROUTE 13	ROUTE 14		
Stop: Walnut & 18th SB	3,743	279	ROUTE 13	ROUTE 14		
Stop: Walnut & Helena NB	1,023	1,812	ROUTE 13	ROUTE 14		
Stop: Walnut & Helena SB	2,099	314	ROUTE 13	ROUTE 14		
Stop: Water & 26th NB	167	218	ROUTE 14			
Stop: Water & 2nd NB	1,648	708	ROUTES 12A, 12B	ROUTE 13	ROUTE 14	
Stop: Water & 2nd SB	298	507	ROUTES 12A, 12B	ROUTE 13	ROUTE 14	
Stop: Water & Capitol NB	7,670	4,259	ROUTES 12A, 12B	ROUTE 13	ROUTE 14	
Stop: Water & Capitol SB	4,623	8,101	ROUTES 12A, 12B	ROUTE 13	ROUTE 14	
Stop: Water & Greenfield NB	135	120	ROUTE 14			
Stop: Water & Helena NB	455	589	ROUTE 14			
Stop: Wildcat Way & 11th NB	819	742	ROUTE 13	ROUTE 14	ROUTE 16	
Stop: Wildcat Way & 11th SB	438	1,132	ROUTE 13	ROUTE 14	ROUTE 16	
Stop: Willow & Seattle SB	128	121	ROUTE 14			

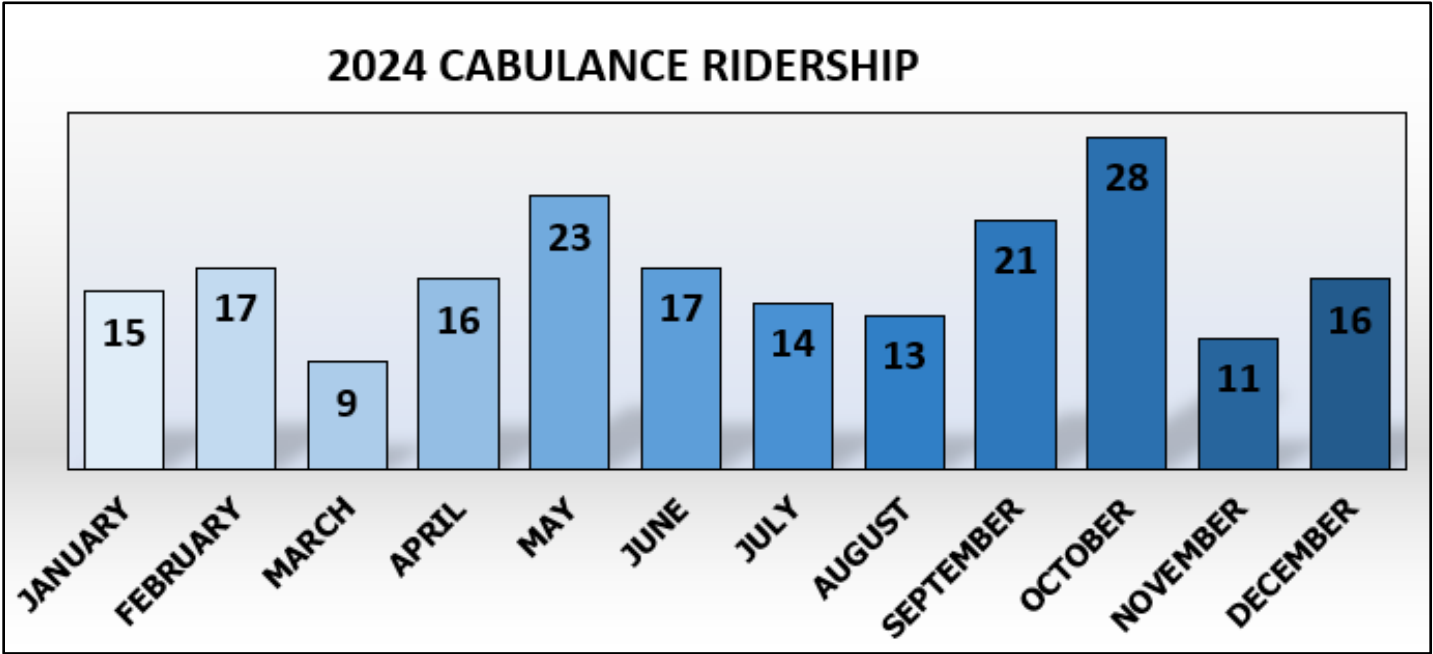
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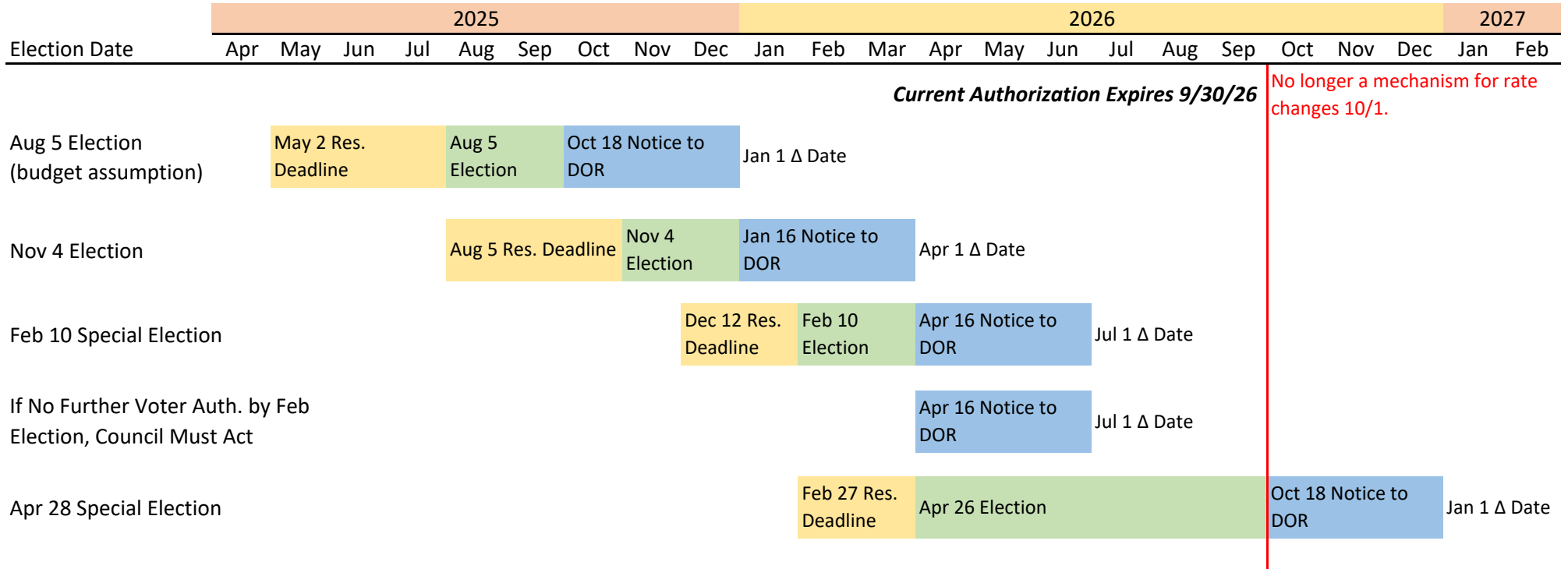
ADA PARATRANSIT



CABULANCE



Election and Sales Tax Rate Change Timelines



Key

Resolution Deadline - Last Day to Provide County Auditor resolution for ballot measure (RCW 29A.04.330)

Notice to DOR - Changes to tax rates collected must be adopted by Ordinance and provided to Dept. of Revenue 75 days before effective date (RCW 82.14.055)

Δ Date - earliest date sales tax rate change can be effective



Meeting Date: April 7, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: 2023 Electrical System Plan (Public Comment Opportunity)
Submitted by: Paul Meyer, Electrical Engineer
Department: Energy Services

Suggested Motion/Action:

Move to accept the 2023 Electrical System Plan as complete.

Background/Summary:

Every six years, the City of Ellensburg hires a consultant to perform an electric system study to analyze our distribution system and infrastructure needs based on load requirements. The last study was completed in 2017. This study includes reviewing and updating our current distribution system's model, determining the City's load growth requirements based on population increases and development of a six-year capital facilities plan. At the end of 2023, the city contracted with Power Engineers, Inc. to provide a new Electrical System Plan.

Previous Council Action:

On 12/04/23, Council approved the Agreement for Professional Services for the 2023 Electrical System Plan with the consultant Power Engineers, Inc.

Analysis:

The consultant has completed the final draft of the Electrical System Plan and presented their findings to the Utility Advisory Committee (UAC) at their March 20, 2025, meeting. The UAC recommended that City Council accept the 2023 Electrical System Plan as complete.

Financial Impact:

The consultant costs for this project totaled \$244,329.26 including tax, with a balance of \$30,329.26 remaining on the contract. All costs were within budgeted expenditure authority.

Budget Adjustment: No

Attachments:

1. City of Ellensburg LRPCWP Report Draft14MAR

March 14, 2025

THE CITY OF ELLENSBURG

Capital Facilities Plan 20 Year System Plan

Revision E Draft

PROJECT NUMBER:
0248168.0000

PROJECT CONTACT:
KYLE BENNETT, P.E.
EMAIL:
KYLE.BENNETT@POWERENG.COM
PHONE:
(208) 788-0431



Capital Facilities Plan 20 Year System Plan

PREPARED FOR:
THE CITY OF ELLENSBURG

PREPARED BY:
EVAN POWERS – 720-881-4919 – EVAN.POWERS@POWERENG.COM
JEFFREY SHUPE – 720-823-2610 – JEFFREY.SHUPE@POWERENG.COM
JEFF MANN – 720-881-4904 – JEFF.MANN@POWERENG.COM

REVISION HISTORY						
REV.	ISSUE DATE	ISSUED FOR	PREP BY	CHKD BY	APPD BY	NOTES
A	2024-08-12	Prelim	EJP	JAS	JAS	Issued for preliminary review
B	2024-08-26	Prelim	EJP	JAS	JAS	Revisions and additional sections, additional appendix
C	2024-10-11	Prelim	EJP	JAS	JAS	Revisions and additional appendix
D	2025-01-09	Appvl	JAS	KDB	JAS	Added DER, BPA Coordination sections, DER Appendix, corrections
E	2025-03-14	Draft	EJP	JAS	JAS	Revised DER, BPA, EV, AMI sections

“Issued For” Definitions:

- “Prelim” means this document is issued for preliminary review, not for implementation
- “Appvl” means this document is issued for review and approval, not for implementation
- “Impl” means this document is issued for implementation
- “Record” means this document is issued after project completion for project file

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ACRONYMS AND DEFINITIONS

ACRONYMS AND DEFINITIONS	
RCW	Revised Code of Washington
WAC	Washington Administrative Code
EV	Electric Vehicle
BPA	Bonneville Power Administration
PSE	Puget Sound Energy
DRP	Demand Response Program
QRG	Quick Reference Guide
CWU	Central Washington University
N-1	System operation under the loss of a source
AMI	Advanced Metering Infrastructure
DER	Distributed Energy Resources
kW	Kilo Watt
MVA	Mega Volt Amperes
kWH	Kilo Watt Hours
kVAR	Kilo Volt Amperes Reactive
IEEE	Institute of Electrical and Electronics Engineers
WN ϕ	Will Not Phase
PF	Power Factor
CCA	Climate Commitment Act
UL	Underwriters Laboratories
SEL	Schweitzer Engineering Laboratories
RTAC	Real Time Automation Controller
LEED	Leadership in Energy and Environmental Design
EEI	Energy Efficiency Incentive
CVR	Conservation Voltage Reduction
SCADA	Supervisory Control and Data Acquisition
WECC	Western Electricity Coordinating Council
NERC	North American Electric Reliability Corporation
FERC	Federal Energy Regulatory Commission
LLFS	Line Load Feasibility Study
PUD	Public Utility District
GIS	Geographic Information System
MDMS	Meter Data Management System
CIS	Customer Information System
N.O.	Normally Open
N.C.	Normally Closed
LTC	Load Tap Changer
DCFC	EV Direct Current Fast Charger
L2 or LII	EV level 2 charger

TABLE 1: ACRONYMS AND DEFINITIONS

1.0 EXECUTIVE SUMMARY

This Capital Facilities Plan and 20 Year System Plan is for The City of Ellensburg's (The City) existing distribution system, located in Ellensburg, Washington. This existing system consists of four substations, totaling 14 feeders.

POWER Engineers, Inc. (POWER) was tasked with analyzing the performance of The City's electrical distribution system against population and load growth for the years 2024-2044 with a detailed focus on the six-year period for 2024-2030.

The existing system does not show any overloading conditions. Feeders 11, 13, 17, and 18 show sections of unbalanced loads. It is recommended to balance these existing loads by moving tap placements and implementing the improvements and load shifts identified in Table 5 for the existing system.

The 2030 system and the 2044 systems both require substantial improvements to maintain the system service within the system planning requirements and to maintain reliability. Residential subdivision load growth plus potential large loads require the planned Dolarway #1 Substation transformer upgrade to be completed, a new substation added in the south area of The City, new feeders and existing feeder upgrades.

Central Washington University (CWU) has approached The City with a planned decarbonization natural gas to electric conversion over the next 20 years. These added CWU electric system loads and CWU facility changes will require expansion of the East Ellensburg Substation and the addition of two express feeders to serve the increased load at CWU central plant substations. A detailed phase by phase analysis of the CWU load impacts is provided in Appendix C of this report.

The City's residential gas service decarbonization impacts were analyzed for conversion to electric space heating and water heating. This conversion has the potential to double the peak day loads on the electric system. An additional substation with new feeders northwest of The City and feeder expansions at the Helena and new South City substation are recommended along with substation load transfers to meet the increased peak demand on the system.

Impacts of electrical vehicle charging on the system were also analyzed. Other system improvements including Advanced Meter Infrastructure (AMI), Demand Response (DER) and Voltage Management were explored.

The impact of contingencies such as a substation out of service at peak load times were analyzed in detail. Recommended feeder transfers and improvements are provided to maintain service under those contingency conditions.

A full list of recommended improvements to the system can be found in Appendix B. This distribution system study was performed using the DNV Synergi Electric version 6.21.0 modeling software package.

2.0 DATA

The following data was used for the analysis and was gathered from The City's sources. Any changes to this data will have an impact on the results of the analysis.

The City provided peak kW demands for each substation and feeder in the existing system. The decision was made to use the data from November 2023 and January 2024 due to extreme cold weather peak load conditions and record electrical demand consumption per system transformer. These conditions produce the maximum stress on the electrical system and although those weather conditions may not occur every year the system must have sufficient capacity to meet the demand when they do occur. The electrical usage peaks have load growth based on potential large loads and residential expansion into The City's urban growth area over the next twenty years.

3.0 LOAD FORECASTS AND PLANNING CRITERIA

3.1 Load Forecasts

The City provided peak kW demands for each substation and feeder in the existing system. The decision was made to use the data from November 2023 and January 2024 due to extreme cold weather conditions, and record MW demand consumption per system transformer. Allocated peak kW demand projections for each of The City's substation and feeder were based on forecasts and growth rates provided by The City. Load growth was based on a population increase of 11,757 customers during the next 20 years. 6-year peak kW demand projections for each feeder were based on non-coincident peak loading. The load projections were tabulated by spreadsheet by year. Known and newly proposed large loads were included in the forecast. The forecast also included EV residential charging and natural gas conversion fuel switching loads. The peak demands for each transformer are as follows:

- Dolarway #1 Substation: 14 MVA – 11/14/2023
- Dolarway #2 Substation: 18 MVA – 11/14/2023
- East Ellensburg Substation: 15 MVA – 1/16/2024
- Helena Substation: 12.2 MVA – 1/16/2024

The peak demands for each feeder by phase are as follows:

PEAK FEEDER DEMANDS					
Feeder	Date	A ϕ	B ϕ	C ϕ	N
1	11/14/2023	298 A	309 A	334 A	45 A
2	11/14/2023	135 A	115 A	125 A	40 A
3	11/14/2023	211 A	221 A	211 A	42 A
4	11/14/2023	117 A	100 A	140 A	47 A
5	11/14/2023	135 A	144 A	134 A	31 A
6	11/14/2023	150 A	144 A	134 A	22 A
9	11/14/2023	263 A	251 A	259 A	22 A
10	11/14/2023	169 A	162 A	192 A	40 A
11	1/16/2024	136 A	68 A	103 A	70 A
12	1/16/2024	303 A	289 A	296 A	36 A
13	1/16/2024	281 A	225 A	241 A	69 A
14	1/16/2024	54 A	67 A	86 A	35 A
17	1/16/2024	339 A	383 A	343 A	75 A
18	1/16/2024	176 A	228 A	171 A	71 A

TABLE 2: PEAK FEEDER DEMANDS

The peak demands will have load growth based on known residential expansion and expansion into urban growth areas along with potential large loads applied over the next twenty years.

For the existing system loads, kWh usage per customer was provided by The City and placed into the Synergi model. From there the model was able to use the feeder demands and kWh loads to assign kW and kVAR values throughout each line section of the model.

Projected Loads – 2030

The six year peak kW demand projection for each feeder is based on non-coincident peak loading and newly proposed spot loads as shown in Table 3 below:

SYSTEM SPOT LOADS – 2030		
Spot Load	MW	Figure
Black Horse housing development	0.24 MW	13
CWU decarbonization	10.3 MVA	14, 15, 16
CWU EV infrastructure	0.23 MVA	14, 15, 16
CWU new construction	0.26 MVA	14, 15, 16
Ellensburg Community Fieldhouse	0.20 MW	17
EV charging station at the south I-90 interchange	3.00 MW	18
New Ellensburg transfer station	0.63 MW	19
EV charging station at the west I-90 interchange	3.00 MW	20

SYSTEM SPOT LOADS – 2030		
Winco Foods	7.70 MW	21
East Gregory Place housing development	0.15 MW	22
East Bull Road housing development	0.05 MW	23
South Teal Road housing development	0.10 MW	24
West Bull Road housing development	0.35 MW	25
Wigeon housing development	0.08 MW	26

TABLE 3: SYSTEM SPOT LOADS – 2030

Projected Loads – 2044

The 20-year peak kW demand projection for each feeder is based on non-coincident peak loading and newly proposed spot loads as shown in Table 4 below:

SYSTEM SPOT LOADS – 2044		
Spot Load	MW	Figure
Black Horse housing development	0.24 MW	13
CWU decarbonization	14.5 MVA	14, 15, 16
CWU EV infrastructure	0.86 MVA	14, 15, 16
CWU new construction	6.90 MVA	14, 15, 16
Ellensburg Community Fieldhouse	0.20 MW	17
EV charging station at the south I-90 Interchange	7.00 MW	18
New Ellensburg transfer station	0.63 MW	19
EV charging station at the west I-90 Interchange	7.00 MW	20
Winco Foods	9.20 MW	21
East Gregory Place housing development	0.15 MW	22
East Bull Road housing development	0.05 MW	23
South Teal Road housing development	0.10 MW	24
West Bull Road housing development	0.35 MW	25
Wigeon housing development	0.08 MW	26

SYSTEM SPOT LOADS – 2044		
Urban growth area north	1.84 MW	27
Urban growth area west	5.32 MW	27
Urban growth area east	4.01 MW	27
Urban growth area southeast	0.15 MW	27

TABLE 4: SYSTEM SPOT LOADS – 2044

3.2 Planning Criteria

The following design criteria was developed by The City and POWER as an aid in determining the improvements required. They included acceptable voltage levels, loading of facilities and age/reliability standards. The planning criteria was based on The City and Industry standard practices. All service areas were evaluated with respect to the criteria to maintain adequate and dependable service to each consumer.

1. The maximum substation bus voltage will be 124V for all seasons. The maximum planning voltage for normal operations will be 118V. The maximum voltage for contingency will be 114V. The maximum system voltage is 126V.
2. The following equipment will be evaluated for replacement if thermally loaded by more than the percentage shown of it's nameplate rating:
 - a. 80% - Power Transformer (Top Rating)
 - b. 80% - Substation/Line Voltage Regulators
 - c. 80% - Circuit Level Reclosers
3. Primary conductors will be evaluated for replacement if loaded 80% or more of their thermal rating.
4. Single-phase lines will be evaluated for replacement if loaded more than 50 amperes at peak.
5. Primary conductors will be marked for replacement if loaded at 80% of their thermal rating.
6. New lines and line conversions to be built according to the standards of the ultimate primary voltage levels as recommended in the system plan.
7. New primary conductor sizes to be:
 - a. #1/0 AAC
 - b. #4/0 AAC
 - c. 336 Kcmil AAC
 - d. 795 Kcmil AAC
 - e. #1/0 AL URD 220 mil
 - f. #4/0 AL URD 220 mil
 - g. 350 MCM AL URD 220 mil

-
- h. 750 MCM AL 220 mil
 - i. 1000 MCM AL 220 mil
8. All new distribution lines will be designed and constructed according to The City's standard construction specifications and guidelines.
 9. Reverse power flow will be considered in areas for load transfer.
 10. There will be no more than one regulator per feeder, exceptions will be made on a case-by-case basis.
 11. Substation transformer unbalance should not exceed 25%, or 75 amperes, whichever is less.
 12. Feeder unbalance at substations should not exceed 40% or 50 amperes for feeders where the highest loaded phase is 149 amperes or less. For feeders with phase load being more than 150 amperes, unbalance shouldn't exceed 25% or 75 amperes, whichever is less.
 13. On downstream feeders, where the highest loaded phase is 149 amperes or less, unbalance should not exceed 40% or 50 amperes, whichever is less. Where the highest loaded phase is above 150 amperes, unbalance should not exceed 25% or 100 amperes, whichever is less.
 14. Where large motors exist, voltage balance may be of concern. The maximum allowable voltage unbalance is 2% according to IEEE 141-1993.
 15. Winter peaks were used to determine the system peak for The City. Customer billing data from November 2023 was used for system load allocation by feeder by phase.
 16. Normal system loading will be a maximum of 80% conductor loading, and 50% conductor loading for feeder ties to allow load transfer.
 17. Transformers will be allowed to be continuously loaded to 130% of ONAN rating during winter conditions.
 18. Transformers will be allowed to be continuously loaded to 108% of ONAN rating during normal conditions.

Table 3 of IEEE Standard C57.91-2011 Loading on Basis of Temperatures (Ambient other than 30°C and Average Winding Rise Less than Limiting Values) (For Quick Approximation) (Ambient Temperature Range 0°C to 50°C)		
Type of Cooling	% of Rating	
	Decrease Load for Each °C Higher Temperature	Increase Load for Each °C Lower Temperature
Self-cooled – ONAN	1.5	1.0
Water-cooled – ONWF	1.5	1.0
Forced-air-cooled – ONAN/ONAF, ONAN/ONAF/ONAF	1.0	0.75
Forced-air-cooled – OFAF, OFWF, ODWF, and ONAN/OFAF/OFAF	1.0	0.75

-average ambient other than 30 °C and average winding rise less than limiting values, for quick approximation, ambient temperature range – 30 °C to 50 °C

FIGURE 1: TABLE 3 OF IEEE STANDARD C57.91-2011 LOADING ON BASIS OF TEMPERATURES

19. Hydraulic circuit reclosers should not be loaded more than 80%.
20. Electronically controlled reclosers and relay-controlled breakers should not be loaded more than 100%.
21. Poles and/or crossarms to be replaced if found to be physically deteriorated by visual inspection and/or tests.
22. Primary distribution lines to be rebuilt and/ or relocated if found to be unsafe or in violation of safety codes/guidelines including the National Electric Safety Code, Vernon's Annotated Civil Statutes Washington Administrative Code, and relevant RUS Bulletins.
23. Power factor will be corrected to 97% lead or lag or better. Improvements to power factor usually result in some demand reductions, energy conservation, and lower reactive costs.
24. Conductors shall be considered for replacement if found to contain an average of over two splices per phase per span in any 1-mile increment, or if conductor is old in poor condition or has been annealed.
25. WAC 480-100-373 states that electric utilities must maintain the voltage on their distribution system reasonably constant and any allowed variation must be a gradual change in voltage as a result of normal changes in load. The voltage variations may not be more than 5% above or below the standard voltage adopted and the total voltage variation from minimum to maximum value may not exceed 8% of the standard voltage. A utility may allow greater voltage variation than that specified in this rule in case of emergency service or when service is supplied directly from a transmission line. A utility may also permit greater voltage variations in an area where the revenues received do not justify close voltage regulation. In such cases, electric utilities must provide the best voltage regulation that is economically and technically practicable under the circumstances.

4.0 EXISTING SYSTEM ANALYSIS

4.1 Distribution Substations

The existing configuration for the Dolarway #1 Substation shows that the 20 MVA transformer is at a loading of approximately 44%, serves 8.8 MVA of load, and operates at an average of 123 V.

The existing configuration for the Dolarway #2 Substation shows that the 33 MVA transformer is at a loading of approximately 50%, serves 16.8 MVA of load, and operates at an average of 123 V.

The existing configuration for the East Ellensburg Substation shows that the 22 MVA transformer is at a loading of approximately 76%, serves 16.0 MVA of load, and operates at an average of 123 V.

The existing configuration for the Helena Substation shows that the 33 MVA transformer is at a loading of approximately 40%, serves 12.2 MVA of load, and operates at an average of 124 V.

It is recommended to shift load or upgrade capacity by adding more transformers, or replacing existing transformers when loading is at or exceeds 80% to provide longevity to equipment life, and to give more options to shift load throughout the system.

It is also recommended that The City proceed with its plan to replace and upgrade the transformer bank for Dolarway #1 Substation with a 33 MVA transformer and lineup.

4.2 Distribution System

The existing system is within the voltage range and loading limits defined in the planning criteria. East Ellensburg Substation's Feeder 11, Feeder 13, Helena Substation's Feeder 17 and Feeder 18 all experience load imbalance in certain sections. It is suggested that loads be balanced where possible.

4.3 System Improvement Recommendations

Below are system improvement options, suggested for capacity and load balancing for the 2025 system:

2025 SYSTEM RECOMMENDED IMPROVEMENTS				
Improvement Number	Substation - Feeder	Description	From - To	Reason For Improvement
1	Dolarway #1 -	New 33 MVA Transformer	Dolarway #1 Substation	This change is already in progress and is to improve system capacity
2	Dolarway #1 – 1	Add WN ϕ^1 N.O., add #1/0 AL URD 220 mil UG cable, move section from C $\rightarrow$ B phase	Add WN ϕ^1 N.O. switch in between HRD61 and HRD63, add 1/0 UG conductor to connect HRD64 to HRT16 to move the C phase section east of the new WN ϕ^1 switch to B phase	Load imbalance of 52% downstream of distribution pole HRM02
3	East Ellensburg - 11	Move Tap Placement A $\rightarrow$ C	Distribution Poles JPD06 to JPD04	Load imbalance of 45%
4	East Ellensburg - 13	Move Tap Placement C $\rightarrow$ B	Fuse F127 at Distribution pole IQD69	Load imbalance of 65% at JQM02
5	Helena – 17	Convert single phase to three phase overhead line, in the Cascade Village area. Cost dependent on work order design	From HPV16 to Pole HPD58, convert underground to three phase From Pole HPD58 to Pole HOD23 and HOD11 to HOD06, convert overhead to three phase conduit to move existing C phase taps to A and B, leaving C phase underground connection at HOD23 to Lexus Lane N.O. HOT12. Install N.O. switch at HOD06 and install 750 MCM AL 220 mil Cable through spare empty 4" and tap to the 750 MCM AL 220 mil Cable north south run.	Load imbalance of 79% due to C phase load at Fuse F267 on Helena Ave. BPA Pole
6	Helena - 17	Move Tap Placement B $\rightarrow$ C	F255 to GNV05	Load imbalance of 58%
7	Helena - 17	Move Tap Placement A $\rightarrow$ C	Vault HNV22 to HNS13	Load imbalance of 43%
8	Helena - 17	Move Tap Placement A $\rightarrow$ C	Vault GNV07 to GNT43	Load imbalance of 43%

2025 SYSTEM RECOMMENDED IMPROVEMENTS				
9	Helena – 18	Split Campus Village Apartments, Glacier Apartments, and Greenpointe Townhomes load	Opening B phase 1998b conductor at IOV26 Open 3 Phase conductors 2109a, 2092c, 2091b at IOV08 Make P012 N.C. Make cable 2036b at IOV23 N.C.	Load imbalance of 43% on Feeder 18 at F292
10		Shift Load Feeder 12→Feeder 9	Open Switch S123, Close Switch S124	East Ellensburg Substation Transformer Overloading to 82%. Overloading may happen prior to 2030 depending on the decarbonization progress of CWU. See Appendix C of this report for a further breakdown of decarbonization phases

TABLE 5: RECOMMENDED SYSTEM IMPROVEMENTS – 2025

¹ Designates Will Not Phase

4.4 Results of System Improvements

Following the tap changes, the upgrade to the Dolarway #1 transformer, and the start of decarbonization loads from CWU are shown in Appendix C, all transformer loading is under 100% for the 2025 system:

- Dolarway #1 Substation – 56%
- Dolarway #2 Substation – 32%
- East Ellensburg Substation – 63%
- Helena Substation – 38%

4.5 Costs of Existing System Improvement Recommendations

Below are the costs of system improvement options for the 2025 system:

2025 SYSTEM RECOMMENDED IMPROVEMENT COSTS					
Improv. Number	Substation - Feeder	Description	Units(qty or miles)	Unit Cost	Total
1	Dolarway #1	New 33 MVA Transformer (in progress)	1	\$0	\$0
2	Dolarway #1 – 1	Move Tap Placement C→B	1	\$6,250	\$6,250
		New #1/0 AL URD 220 mil UG cable	0.05	\$150,000	\$7,500
3	East Ellensburg – 11	Move Tap Placement A→C	1	\$6,250	\$6,250
4	East Ellensburg – 13	Move Tap Placement C→B	1	\$6,250	\$6,250
5	Helena – 17	Single phase to three phase conversion	0.39	\$58,500	\$61,500
5	Helena – 17	Move Tap Placement C→B	1	\$6,250	\$6,250
5	Helena – 17	Move Tap Placement C→B	1	\$6,250	\$6,250
5	Helena – 17	Move Tap Placement C→A	1	\$6,250	\$6,250
5	Helena – 17	New 750 MCM AL 220 mil cable	0.03	\$400,000	\$12,000
6	Helena – 17	Move Tap Placement B→C	1	\$6,250	\$6,250
7	Helena - 17	Move Tap Placement A→C	1	\$6,250	\$6,250
8	Helena - 17	Move Tap Placement A→C	1	\$6,250	\$6,250
9	Helena - 18	Move Tap Placement B→PARK	1	\$6,250	\$6,250
9	Helena - 18	Move tap placement 3 phase→PARK	1	\$6,250	\$6,250
Total:					\$149,750

TABLE 6: EXISTING SYSTEM RECOMMENDED IMPROVEMENT COSTS

4.6 Capacitor Review

The City's existing distribution system was reviewed for its placement of capacitors on feeders and the power factor of each feeder. Below is the existing feeder kVAR, and power factor values by feeder at peak times:

EXISTING SYSTEM FEEDER KVAR AND POWER FACTOR VALUES		
Substation – Feeder	kVAR	Power Factor
Dolarway #1 – 4	346	99
Dolarway #1 – 5	366	99
Dolarway #1 – 6	418	99
Dolarway #1 – 9	-3	100
Dolarway #2 – 1	1742	97
Dolarway #2 – 2	-41	-100
Dolarway #2 – 3	-3028	-76
Dolarway #2 – 10	-1519	-92
East Ellensburg – 11	98	100
East Ellensburg – 12	421	100
East Ellensburg – 13	539	99
East Ellensburg – 14	0	100
Helena – 17	783	100
Helena – 18	424	100

TABLE 7: EXISTING SYSTEM FEEDER KVAR AND POWER FACTOR VALUES

The planning criteria outlined in Section 3.2 of this report state: 'Power factor will be corrected to 97% lead or lag or better. Improvements to power factor usually result in some demand reductions, energy conservation, and lower reactive costs.'

Dolarway #2 Feeders 3 and 10 will be evaluated to correct the power factors to meet the planning criteria. All other feeders will be evaluated for the removal, replacement, or shifting of system capacitors. Below is a list of all capacitors in the current system:

EXISTING SYSTEM CAPACITORS		
Capacitor	Substation – Feeder	kVAR
C001	Dolarway #2 – 3	600
C002	Dolarway #2 – 10	300
C003	Dolarway #2 – 10	150
C004	Dolarway #2 – 1	600
C005	Dolarway #2 – 3	600
C006	Dolarway #2 – 2	300
C008	Dolarway #2 – 1	300
C009	Dolarway #2 – 2	300
C010	Dolarway #1 – 5	300
C011	Dolarway #2 – 10	300
C012	Dolarway #1 – 5	300
C013	Dolarway #1 – 5	300
C014	Dolarway #2 – 10	300
C015	Dolarway #1 – 6	300
C016	East Ellensburg – 11	300

TABLE 8: EXISTING SYSTEM CAPACITORS

If all capacitors in the system are turned off, the feeder values at peak times will be as follows:

EXISTING SYSTEM FEEDER KVAR AND POWER FACTOR VALUES, CAPACITOR CONFIGURATION 1			
Substation – Feeder	kVAR	Power Factor	Capacitor On/Off
Dolarway #1 – 4	345	99	
Dolarway #1 – 5	1310	91	C010 & C012 & C013 Off
Dolarway #1 – 6	734	97	C015 Off
Dolarway #1 – 9	-3	100	
Dolarway #2 – 1	2362	95	C004 & C008 Off
Dolarway #2 – 2	590	98	C006 & C009 Off
Dolarway #2 – 3	-1763	-89	C001 & C005 Off
Dolarway #2 – 10	-423	-99	C002 & C003 & C011 & C014 Off
East Ellensburg – 11	417	98	C016 Off
East Ellensburg – 12	423	100	
East Ellensburg – 13	542	99	
East Ellensburg – 14	0	100	
Helena – 17	783	100	
Helena – 18	424	100	

TABLE 9: EXISTING SYSTEM FEEDER KVAR AND POWER FACTOR VALUES, CAPACITOR CONFIGURATION 1

After all the capacitors in the system are turned off, Dolarway #1 Feeder 5, Dolarway #2 Feeder 1 and Dolarway #2 Feeder 3 exceed the power factor requirements in the planning criteria.

If C002, C003, C006, C009, C011, C014, C015, and C016 remained off and C001, C004, C005, C008, C010, C012, C013, are turned on, the feeder values will be as follows:

EXISTING SYSTEM FEEDER KVAR AND POWER FACTOR VALUES, CAPACITOR CONFIGURATION 2			
Substation – Feeder	kVAR	Power Factor	Capacitor On/Off
Dolarway #1 – 4	344	99	
Dolarway #1 – 5	359	99	C010 & C012 & C013 On
Dolarway #1 – 6	733	97	C015 Off
Dolarway #1 – 9	-3	100	
Dolarway #2 – 1	1436	98	C004 & C008 On
Dolarway #2 – 2	589	98	C006 & C009 Off
Dolarway #2 – 3	-3032	-76	C001 & C005 On
Dolarway #2 – 10	-425	-99	C002 & C003 & C011 & C014 Off
East Ellensburg – 11	416	98	C016 Off
East Ellensburg – 12	420	100	
East Ellensburg – 13	540	99	
East Ellensburg – 14	0	100	
Helena – 17	783	100	
Helena – 18	424	100	

TABLE 10: EXISTING SYSTEM FEEDER KVAR AND POWER FACTOR VALUES, CAPACITOR CONFIGURATION 2

If C001, C002, C003, C005, C006, C008, C009, C011, C013, C014, C015, and C016 remained off and C004, C010, C012, are turned on, the feeder values will be as follows:

EXISTING SYSTEM FEEDER KVAR AND POWER FACTOR VALUES, CAPACITOR CONFIGURATION 3a			
Substation – Feeder	kVAR	Power Factor	Capacitor On/Off
Dolarway #1 – 4	345	99	
Dolarway #1 – 5	679	97	C010 & C012 On & C013 Off
Dolarway #1 – 6	733	97	C015 Off
Dolarway #1 – 9	-3	100	
Dolarway #2 – 1	1745	97	C004 On & C008 Off
Dolarway #2 – 2	589	98	C006 & C009 Off
Dolarway #2 – 3	-1764	-89	C001 & C005 Off
Dolarway #2 – 10	-425	-99	C002 & C003 & C011 & C014 Off
East Ellensburg – 11	416	98	C016 Off
East Ellensburg – 12	420	100	
East Ellensburg – 13	540	99	
East Ellensburg – 14	0	100	
Helena – 17	783	100	
Helena – 18	424	100	

TABLE 11: EXISTING SYSTEM FEEDER KVAR AND POWER FACTOR VALUES, CAPACITOR CONFIGURATION 3A

Feeder 9 is an express feeder to give the system the ability to serve CWU from the Dolarway #1 Substation. If the load from CWU is shifted from East Ellensburg Feeder 12 to Dolarway #1 Feeder 1, if C001, C002, C003, C005, C006, C008, C009, C011, C013, C014, C015, and C016 were turned off and C004, C010, C012, were turned on, the feeder values at peak times will be as follows:

EXISTING SYSTEM FEEDER KVAR AND POWER FACTOR VALUES, FEEDER 9 EXPRESS SERVING CWU, CAPACITOR CONFIGURATION 3b			
Substation – Feeder	kVAR	Power Factor	Capacitor On/Off
Dolarway #1 – 4	345	99	
Dolarway #1 – 5	679	97	C010 & C012 On & C013 Off
Dolarway #1 – 6	733	97	C015 Off
Dolarway #1 – 9	490	100	
Dolarway #2 – 1	1745	97	C004 On & C008 Off
Dolarway #2 – 2	589	98	C006 & C009 Off
Dolarway #2 – 3	-1764	-89	C001 & C005 Off
Dolarway #2 – 10	-425	-99	C002 & C003 & C011 & C014 Off
East Ellensburg – 11	415	98	C016 Off
East Ellensburg – 12	-3	0	
East Ellensburg – 13	538	100	
East Ellensburg – 14	0	100	
Helena – 17	783	100	
Helena – 18	424	100	

TABLE 12: EXISTING SYSTEM FEEDER KVAR AND POWER FACTOR VALUES, FEEDER 9 EXPRESS SERVING CWU, CAPACITOR CONFIGURATION 3B

It appears that when these capacitors: C001, C002, C003, C005, C006, C008, C009, C011, C013, C014, C015, and C016 are disconnected, we remain within planning criteria power factor on all feeders except Feeder 3. Feeder 3 is leading outside of the planning criteria, however adding inductors to the line would be expensive and would not provide any economic benefits. The system that was analyzed was winter peaking. Feeder 3 primarily serves Twin City Foods which is not demanding peak loads during the winter season. To resolve the leading power factor during winter months it is recommended to add more load to Feeder 3 from Feeder 10 through switching. Capacitor C005 is automatic switching, this capacitor should stay connected in the system to serve Twin City Foods. It is recommended to disconnect these capacitors C001, C002, C003, C006, C008, C009, C011, C013, C014, C015, and C016 and monitor and measure the system for at least one year to include a peak loading season. This way if the feeder meter power factor is still at or above 97% lead or lagging power factor, the disconnected capacitors could be removed.

5.0 CAPITAL FACILITIES PLAN

5.1 Capital Facilities Plan – 6 Year Overview

In 2030, assuming the system configuration is the same from 2025, all loads forecasted in Table 3 were applied.

The South EV infrastructure was modeled initially on Dolarway #1 Feeder 1 to show the effects of the new load on the existing local equipment and conductors. It is planned to build out an exclusive feeder to the new load in section 5.3 of this report.

The Dolarway #1 Substation shows that the peak demand on the 33 MVA transformer is at a loading of approximately 78%, serving 26.5 MVA of load, and operates at an average of 124 V.

Dolarway #2 Substation shows that the 33 MVA transformer is at a loading of approximately 60%, serves 20.0 MVA of load, and operates at an average of 123 V.

East Ellensburg Substation shows that the 22 MVA transformer is at a loading of approximately 78%, serves 16.4 MVA of load, and operates at an average of 123 V.

The existing configuration for the Helena Substation shows that the 33 MVA transformer is at a loading of approximately 38%, serves 12.2 MVA of load, and operates at an average of 124 V.

It is recommended to shift load or upgrade capacity by adding more transformers or replace existing substation transformers when loading is at or exceeds 80% to provide longevity to equipment life, and to provide options to shift load throughout the system.

5.2 Distribution System

The 2030 system is not compliant with the planning criteria. Dolarway #1 Feeder 1 experiences conductor loading of over 80%.

5.3 System Improvement Recommendations

Below are system improvement options, suggested for capacity for the 2030 system:

2030 SYSTEM RECOMMENDED IMPROVEMENTS				
Improvement Number	Substation - Feeder	Description	Location, From - To	Reason For Improvement
11	Dolarway #2 - 7	New 1000 MCM AL 220 mil Cable Installation	Dolarway #2 Substation – South to FQD01 – South to Winco site.	To serve Winco Foods
12	Dolarway #2 - 8	New 750 MCM AL 220 mil Cable Installation	Dolarway #2 Substation – east to FQM22 – GQM10 – GQM28 – GRM15 – Switch S030 – Run east to proposed charging station	To remove EV infrastructure off of Dolarway #1 Feeder 1, to the newly constructed Dolarway #2, Feeder 8.

TABLE 13: RECOMMENDED SYSTEM IMPROVEMENTS – 2030

5.4 Results of System Improvements

Following the upgrading of conductor, and load shifting at peak times, all transformer loading for the 2030 system is:

- Dolarway #1 Substation – 68%
- Dolarway #2 Substation – 70%
- East Ellensburg Substation – 78%
- Helena Substation – 38%

It is recommended to monitor loading to ensure that further load shifts to Helena Substation are not required since it's possible to utilize available transformer capacity.

5.5 Cost of System Improvement Recommendations

Below are the costs of system improvement options for the 2030 system:

2030 SYSTEM RECOMMENDED IMPROVEMENT COSTS					
Improvement Number	Substation – Feeder	Description	Units(qty or miles)	Unit Cost	Total
11	Dolarway #2 – 7	New 1000 MCM AL 220 mil Cable Installation	0.83	\$450,000	\$373,500
12	Dolarway #2 – 8	New 750 MCM AL 220 mil Cable Installation	1.9	\$400,000	\$760,000
					Total: \$1,133,500

TABLE 14: 2030 SYSTEM RECOMMENDED IMPROVEMENT COSTS

6.0 20 – YEAR SYSTEM PLAN

6.1 20 Year Overview

In 2044, assuming the system configuration is the same from 2030, all loads forecasted from Table 4 were applied.

The Dolarway #1 Substation shows that the 33 MVA transformer is at a loading of approximately 104%, serves 35.0 MVA of load, and operates at an average of 123 V at peak.

The Dolarway #2 Substation shows that the 33 MVA transformer is at a loading of approximately 106%, serves 35.7 MVA of load, and operates at an average of 123 V at peak.

The East Ellensburg Substation shows that the 22 MVA transformer is at a loading of approximately 121%, serves 26.0 MVA of load, and operates at an average of 123 V.

The Helena Substation shows that the 33 MVA transformer is at a loading of approximately 49%, serves 15.8 MVA of load, and operates at an average of 124 V.

It is recommended that The City improve available capacity by adding a new 33 MVA transformer bank and line up to the East Ellensburg Substation and the addition of a new two bank substation with one transformer installed in the South Ellensburg Substation southeast of Berry and Canyon roads.

6.2 Distribution System

The 2044 system is not compliant with the planning criteria. Below are system discrepancies listed by feeder:

- Feeder 1
 - Conductor overloading
- Feeder 4
 - Conductor overloading
 - Voltage imbalance
 - Undervoltage
- Feeder 7
 - Conductor approaching overloading
- Feeder 9
 - Conductor approaching overloading
- Feeder 12
 - Conductor approaching overloading
- Feeder 17
 - Conductor approaching overloading

6.3 System Improvement Recommendations

Below are system improvement options, recommended for capacity and load balancing for the 2044 system:

2044 SYSTEM RECOMMENDED IMPROVEMENTS				
Improvement Number	Substation – Feeder	Description	Location, To - From	Reason For Improvement
13	Dolarway #1 – 4	Cable Replacement 336 AAC → 795 kCM AAC	Dolarway #1 Substation – Switch S116	Conductor loaded to 139% due to EV charging infrastructure, after the load shift of improvement number 27, the conductor is still loaded to 97%
14	Dolarway #1 – 4	Cable Replacement 750 MCM→1000 MCM AL 220 mil	Switch S116 – Switch S115, Switch S114 – Switch S045	Conductor loading to 133% due to EV charging infrastructure, after the load shift of improvement number 27, the conductor is still loaded to 94%
15	East Ellensburg #2	New 33 MVA Transformer Bank	East Ellensburg Substation	To improve capacity to serve CWU decarbonization, existing East Ellensburg Substation transformer overloaded to 106%, Dolarway #1 Substation overloaded to 104%. Overloading may happen prior to 2044 depending on the decarbonization progress of CWU. See Appendix C of this report for a further breakdown of decarbonization phases

2044 SYSTEM RECOMMENDED IMPROVEMENTS				
16	East Ellensburg #2 – 19	New 750 MCM AL 220 mil Cable Installation	East Ellensburg Substation – Distribution pole IPM25 – Distribution pole IPM24 – Distribution pole IPM23 – Distribution pole IPM22 – Distribution pole IPM21 – Vault IPV05 – Vault IPV05 – CWU CHESTNUT ST SWITCHYARD – Vault IPV04 – Vault IPV01 – Vault HPV19 – Vault HPV09 – Vault HPV05 – Vault HPV07 – Switch cabinet HPC03 – Vault HPV07 – Vault HPV23 – Vault HPV22 – Vault HPV21	To serve part of CWU's total load
17	East Ellensburg #2 – 20	New 750 MCM AL 220 mil Cable Installation	East Ellensburg Substation – Distribution pole IPM25 – Distribution pole IPM24 – Distribution pole IPM23 – Distribution pole IPM22 – Distribution pole IPM21 – Vault IPV05 – Vault IPV07 – CWU CHESTNUT ST SWITCHYARD	To serve part of CWU's total load
18	South Ellensburg -	New South Ellensburg Substation	SE of Berry Rd & Canyon Rd crossing	Improve system capacity, Dolarway #2 Substation loaded to 132% due to new EV infrastructure and new large customer loads

2044 SYSTEM RECOMMENDED IMPROVEMENTS				
19	South Ellensburg -	New 115kV Transmission	BPA Ellensburg-Moxee #1 Transmission tap between 3/7 & 3/9 then SW of Mattoon Lake – Run SE – Run east in parallel with Berry Rd to South Ellensburg Substation site	To provide service to the new South Ellensburg Substation
20	South Ellensburg – 24	New Line Construction 795 kCM AAC	South Ellensburg Substation site – North to Berry Rd – West to connect to Distribution pole ITM02	To connect new Feeder 24 to system
21	South Ellensburg – 24	Cable Replacement 350 CU→750 MCM AL 220 mil	Vault HTV11 – Vault HTV07	Conductor loading to 103% due to EV infrastructure
22	South Ellensburg – 25	New Line Construction 336 kCM AAC	South Ellensburg Substation site – North to Berry Rd – Vault ITV03	To connect new Feeder 25 to system
23	South Ellensburg – 25	New #1/0 AL URD 220 mil Cable Installation	ITV03 – East to Bull Rd – N to connect into system at Vault JTV10	To connect new Feeder 25 to system
24		Shift EV Load Feeder 8→South Ellensburg Substation	Dependent on new Feeder design	Dolarway #2 Transformer Overloading due to second phase loading of EV infrastructure
25		Shift Load Feeder 13→Feeder 25	Dependent on new Feeder design	To evenly distribute load to new South Ellensburg Substation, from East Ellensburg
26		Shift Load Feeder 9→Feeder 19	Dependent on new Feeder design	Dolarway #2 Substation transformer Overloading due to part of the CWU decarbonization load

2044 SYSTEM RECOMMENDED IMPROVEMENTS				
27		Shift Load Feeder 4→Feeder 6	Open switch S055, Close switch S139	Dolarway #1 Transformer overloading due to second phase loading of EV infrastructure
28		Shift Load Feeder 1→Feeder 24	Dependent on new Feeder design	Dolarway #2 Substation Transformer Overloading due to second phase EV infrastructure. Since Feeder 24 is fed into the existing overhead infrastructure of Feeder 1, the design of Feeder 8 will need to be able to support switching to Feeder 1 near the new south EV infrastructure.
29		Shift Load Feeder 12→Feeder 20	Open Switch S063 and shift college load to newly constructed Feeders	East Ellensburg Substation Transformer Overloading due to the CWU decarbonization load

TABLE 15: RECOMMENDED SYSTEM IMPROVEMENTS – 2044

6.4 Results of System Improvements

Following the addition of two new transformers, conductor upgrades, and load shifting at peak times, all transformer loading is under 80% for the 2044 system:

- Dolarway #1 Substation – 79%
- Dolarway #2 Substation – 65%
- East Ellensburg Substation – 73%
- East Ellensburg #2 Substation – 55%
- Helena Substation – 49%
- South Ellensburg Substation – 35%

The two feeders serving CWU from East Ellensburg #2 Substation could become overloaded if the total load is not distributed properly, it is recommended that loading be balanced and monitored for CWU to ensure load is properly distributed between each feeder.

Improvement Number 14: Cable Replacement 750 MCM AL → 1000 MCM AL may see loading of over 80% at peak depending on actual 2044 loads. It's recommended to monitor the progression of loads and potentially shift some of the load to Helena Substation through switching or potentially through a new feeder.

Improvement Number 21: Cable Replacement of 350 MCM AL → 750 MCM AL will see loading of over 80% at peak depending on actual 2044 loads. It's recommended to monitor the progression of loads and potentially shift some of the loading through switching or potentially through a new feeder out of the South Ellensburg Substation.

6.5 Cost of System Recommended Improvements

Below are the costs of system improvement options for the 2044 system:

2044 SYSTEM RECOMMENDED IMPROVEMENT COSTS					
Improvement Number	Substation - Feeder	Description	Units(qty or miles)	Unit Cost	Total
13	Dolarway #1 – 4	Cable Replacement 336 AAC → 795 kCM AAC	1.03	\$465,000	\$478,950
14	Dolarway #1 – 4	Cable Replacement 750 MCM → 1000 MCM AL 220 mil	0.48	\$450,000	\$216,000
15	East Ellensburg #2	New 33 MVA Transformer Bank	1	\$3,500,000	\$3,500,000
16	East Ellensburg #2 – 19	New 750 MCM AL 220 mil Cable Installation	1.29	\$400,000	\$516,000

2044 SYSTEM RECOMMENDED IMPROVEMENT COSTS					
17	East Ellensburg #2 – 20	New 750 MCM AL 220 mil Cable Installation	0.85	\$400,000	\$340,000
18	South Ellensburg -	New South Ellensburg Substation	1	\$5,000,000	\$5,000,000
19	South Ellensburg -	New 115kV Transmission	1.14	\$1,000,000	\$2,550,127
		BPA line switches at the tap		\$1,410,127	
20	South Ellensburg – 24	New Line Construction 795 kCM AAC	0.06	\$310,000	\$18,600
21	South Ellensburg – 24	Cable Replacement 350 CU → 750 MCM AL 220 mil	0.19	\$450,000	\$85,500
22	South Ellensburg – 25	New Line Construction 336 kCM AAC	0.13	\$208,000	\$27,040
23	South Ellensburg – 25	New #1/0 AL URD 220 mil Cable Installation	0.67	\$150,000	\$100,500
					Total: \$12,832,717

TABLE 16: 2044 SYSTEM RECOMMENDED IMPROVEMENT COSTS

7.0 DISTRIBUTION SYSTEM MITIGATION

7.1 Distribution System Contingency Mitigation Overview

The system was studied for the contingency of one substation transformer out of service at peak load time (system N-1 condition) for the existing system, the 2030 and 2044 recommended systems.

7.2 Dolarway #1 Substation Out of Service

2025:

If the Dolarway #1 Substation is taken out of service, the existing system can operate by:

- Shifting Dolarway #1's load to the Dolarway #2 Transformer by:
 - Opening the new distribution interrupter switch between Dolarway #1 and it's getaway
 - Closing the new bus tie switch between the two transformer runs

After the shifting of loads in the existing system the transformers will be loaded to approximately:

- Dolarway #2 Substation – 88%
- East Ellensburg Substation – 63%
- Helena Substation – 38%

This arrangement of steps will keep all remaining transformers in the system underloaded.

Figure 2 shows the recommended configuration.

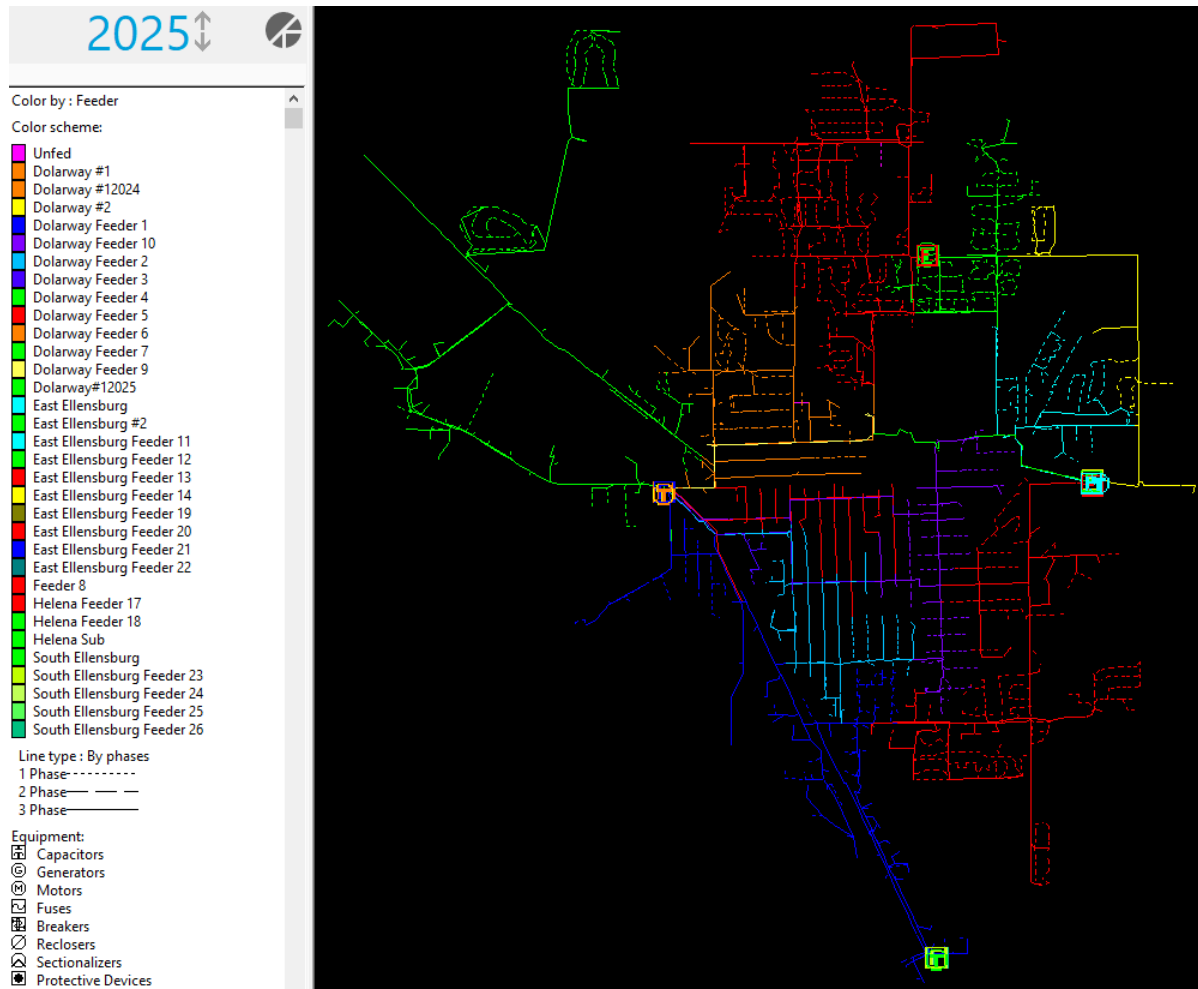


FIGURE 2: DOLARWAY #1 SUBSTATION OUT OF SERVICE RECOMMENDED CONFIGURATION FOR 2025

2030:

In 2030 Feeder 7 and Feeder 8 will be added to Dolarway #2 Substation, in the event of the Dolarway #1 Substation transformer going out of service, with the 2030 configuration and all other new system loads, the system will be overloaded at peak times. After this load shift the transformers will be peak loaded to approximately:

- Dolarway #2 Substation – 143%
- East Ellensburg Substation – 78%
- Helena Substation – 38%

Dolarway #2 Substation's loading can be relieved by:

- Shifting Feeder 6's load to Feeder 17 by:
 - Opening Feeder 6 at the Dolarway Substation
 - Closing switch S096
- Shifting Feeder 9's load to Feeder 17 by:

- Opening Feeder 9 at the Dolarway Substation
- Closing switch S029

After this load shift the transformers will be peak loaded to approximately:

- Dolarway #2 Substation – 117%
- East Ellensburg Substation – 78%
- Helena Substation – 61%

This arrangement in 2030 will cause significant overloading of conductors, low voltage and service loss to customers. It is recommended that capacity of the system be upgraded for the Dolarway #1 Substation contingency at peak load times to be able to operate at 100% in the event that Dolarway #1 Substation were to be taken out of service.

To accomplish this by 2030 one or more of the following are recommended:

- South Ellensburg Substation project is accelerated complete and in service.
- East Ellensburg Substation expansion is accelerated complete and in service.
 - Construction of Feeders 19, 20 to serve the growing decarbonization efforts at CWU.
- Addition of new tie feeders of appropriate conductor size be constructed out of the Helena Substation to transfer load from East Ellensburg Substation, Dolarway #2 Substation, and potentially to serve CWU's Wildcat Way Substation. These new feeders would alleviate the need for the accelerated substation construction noted above.

Figure 3 shows the recommended configuration without any improvements to system capacity.

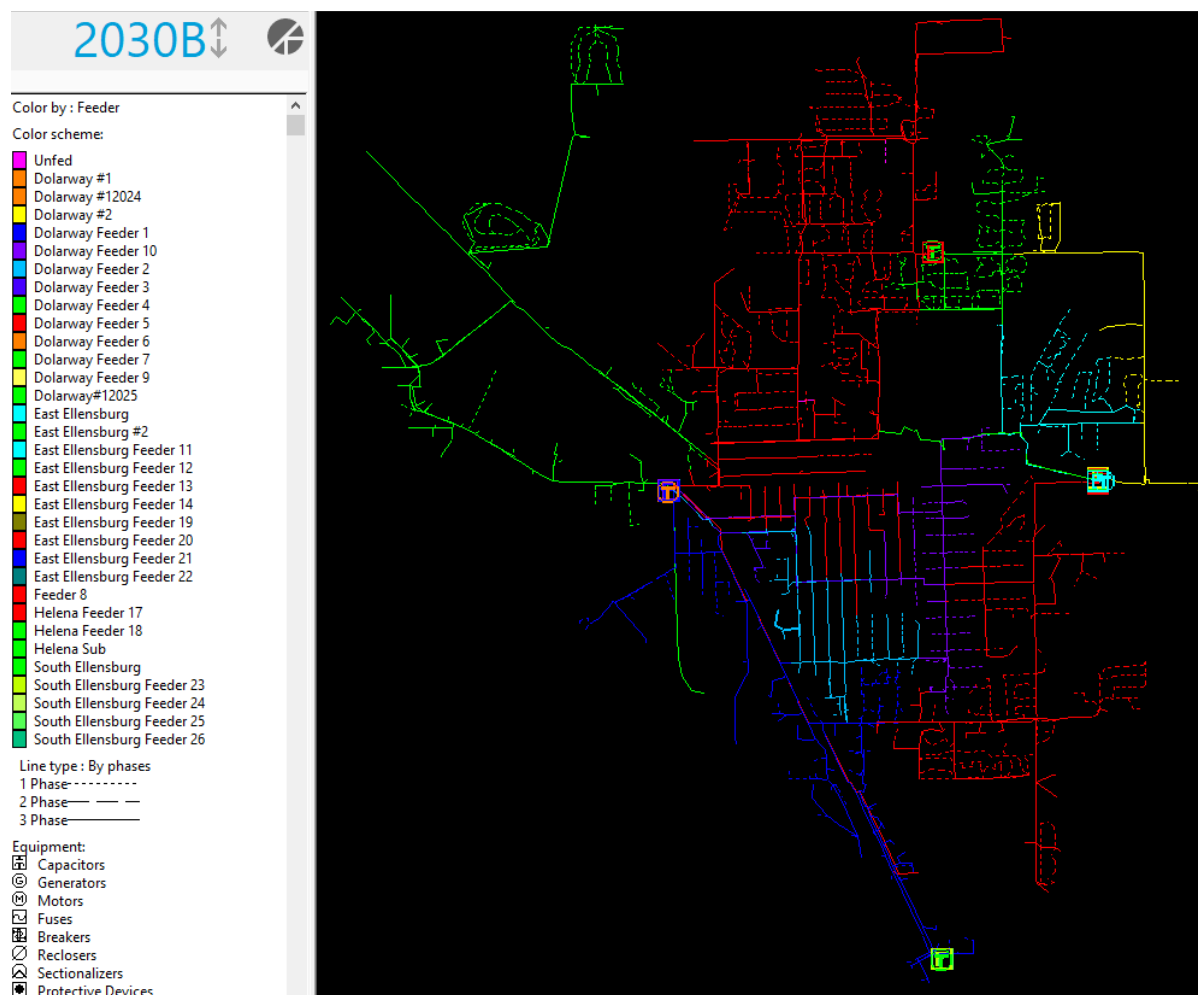


FIGURE 3: DOLARWAY #1 SUBSTATION OUT OF SERVICE RECOMMENDED CONFIGURATION FOR 2030

2044:

In 2044 all expected loads and projects are assumed to be in service. From the 2030 system, loads will need to be shifted by:

- Shifting Feeder 1's load to the newly constructed South Ellensburg Feeder 24 by:
 - Opening Feeder 1 at the Dolarway #1 Substation
 - Closing switch S030
- Move South Interchange Charging station load to Feeder 24:
 - Due to the location of the new EV charging station, it is recommended to design the circuit to be fed from the Dolarway #1 Substation, or the new South Ellensburg Substation

This arrangement in 2044 will prevent transformers from being overloaded at peak, however there will be under voltage to some customers, voltage imbalance and overloading on certain lines. Mitigation will depend on the actual development and placement of loads on the 20-year system. It is

recommended that subsequent planning studies, knowing more accurately actual load growth placement evaluate this contingency and feeder impacts.

In lieu of these transfers and improvements a new West Helena Substation along the existing transmission line route could be constructed with additional new feeders constructed to relieve the Dolarway #1 Substation capacity deficit. The West Helena Substation alternative is further developed in the residential gas conversion section of this report.

These load transfers and additional feeder improvements are needed to operate at 100% of projected load at peak times in 2044 if Dolarway #1 Substation were to be taken out of service. After this load shift the transformers will be loaded too approximately (at peak usage time):

- Dolarway #2 Substation – 102%
- East Ellensburg Substation – 73%
- Helena Substation – 70%
- East Ellensburg #2 Substation – 55%
- South Ellensburg Substation – 56%

Figure 4 shows the recommended configuration.

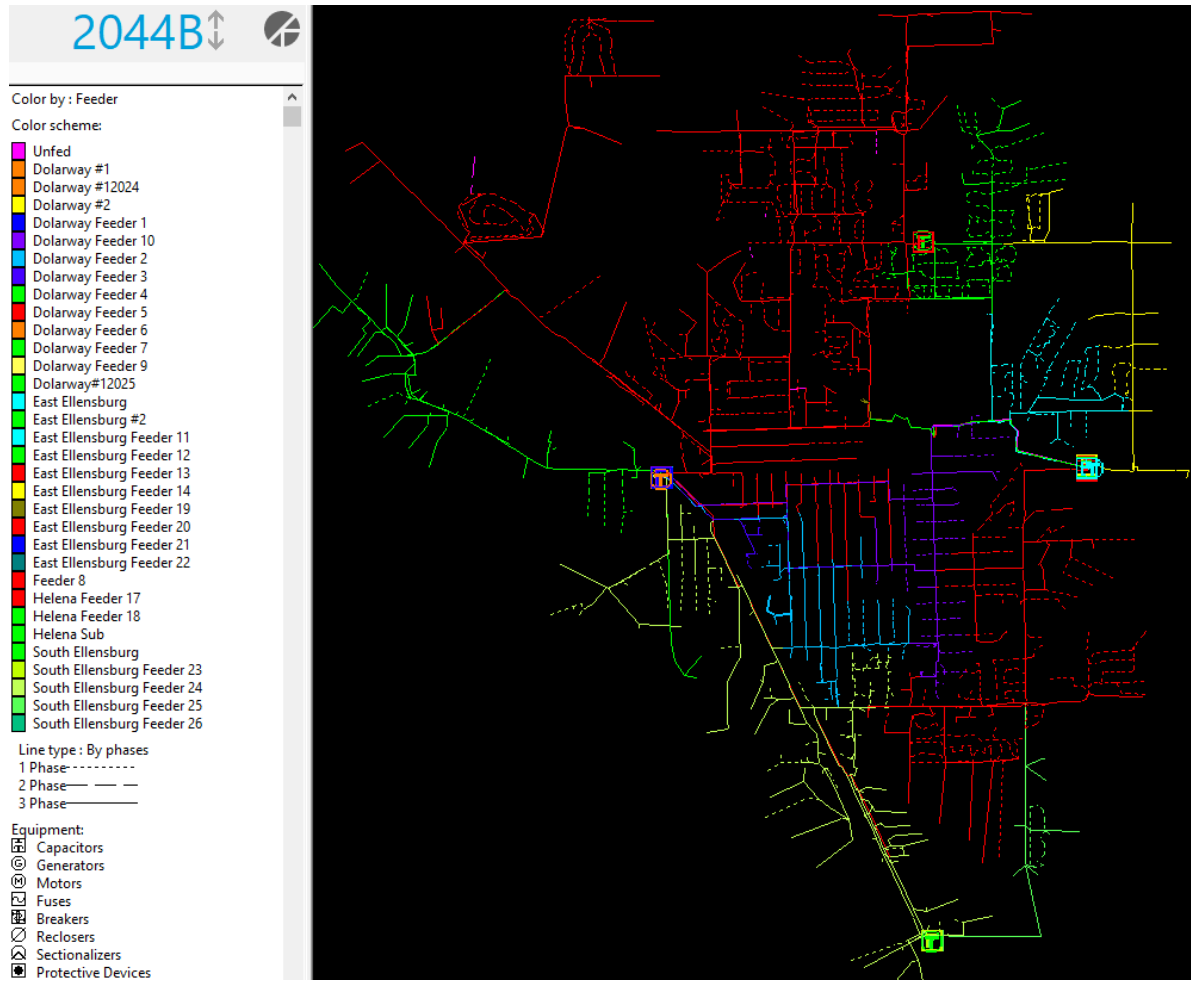


FIGURE 4: DOLARWAY #1 SUBSTATION OUT OF SERVICE RECOMMENDED CONFIGURATION FOR 2044

7.3 Dolarway #2 Substation Out of Service

It is recommended that the same procedures outlined in section 7.2 of this report be followed due to the similarities of the Dolarway #1 and Dolarway #2 Substations and the bus tie switch that connects the two.

7.4 East Ellensburg Substation Out of Service

2025:

If East Ellensburg is taken out of service, the existing system can operate by:

- Shifting load from Feeder 11 to Feeder 18 by:
 - Opening Feeder 11 at the East Ellensburg Substation switchgear
 - Closing switch S112
- Shifting load from Feeder 12 to Feeder 9 by:

- Opening Feeder 12 at the East Ellensburg Substation switchgear
 - Closing switch S123
- Shifting load from Feeder 13 to Feeder 1 by:
 - Opening Feeder 13 at the East Ellensburg Substation switchgear
 - Closing switch S080
- Shifting load from Feeder 14 to Feeder 18 by:
 - Opening Feeder 14 at the East Ellensburg Substation switchgear
 - Closing switch S023

These load transfers will ensure that all other transformers on the system do not become overloaded. Some parts of the system will have voltage and current imbalance. Dolarway #1 Substation's 1000 MCM AL getaway, and the 336 AAC following in series will be loaded to over 100%. It is recommended that this configuration not be ran at peak times and that loads be balanced to ensure system service standards are attained. After the shifting of loads in the existing system the transformers will be loaded too approximately:

- Dolarway #1 Substation – 74%
- Dolarway #2 Substation – 44%
- Helena Substation – 48%

Figure 5 shows the recommended configuration.

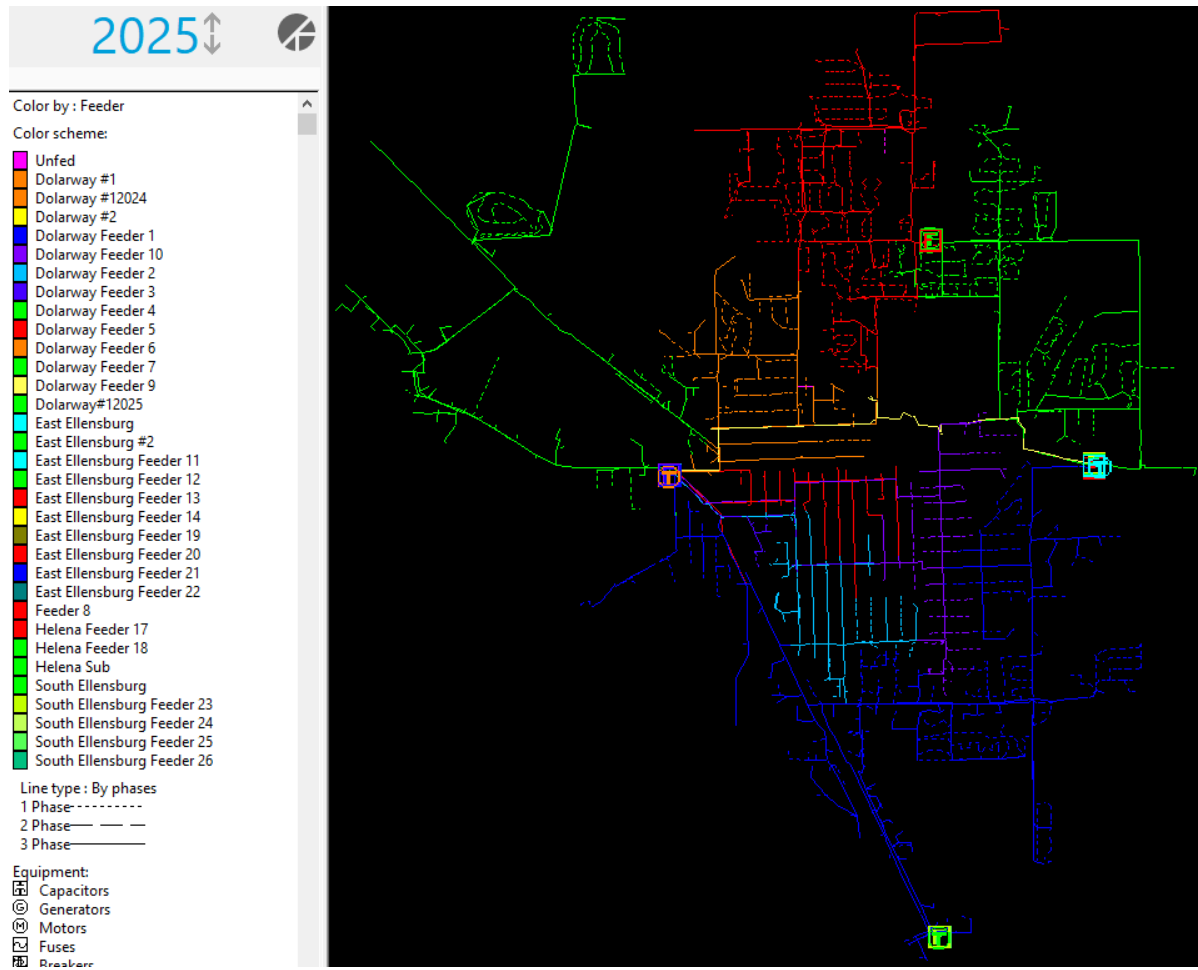


FIGURE 5: EAST ELLENSBURG SUBSTATION OUT OF SERVICE RECOMMENDED CONFIGURATION FOR 2025

2030:

In 2030 Feeder 7 and 8 will be added to Dolarway #2 Substation, and additional loads are also expected to be added to the system. In the event of the East Ellensburg Substation transformer going out of service, with the existing configuration, the system will be overloaded at peak times. Loads will need to be shifted by:

- Offloading Feeder 6 to Feeder 17 by:
 - Opening Feeder 6 at the Dolarway #2 Substation switchgear
 - Closing switch S096

After this load shift the transformers will be peak loaded too approximately:

- Dolarway #1 Substation – 90%
- Dolarway #2 Substation – 73%
- Helena Substation – 65%

This arrangement in 2030 will prevent the remaining transformers in the system from being overloaded, however the lines and cable get-aways for Feeder 1 will be overloaded at peak times. The feeder conductor will either need to be upgraded, or this arrangement will need to occur at non-peak times. Other parts of the system will have some voltage imbalance, it's recommended to monitor loads and voltages on the system to identify any trouble areas and maintain service standards under this contingency.

Figure 6 shows the recommended configuration.

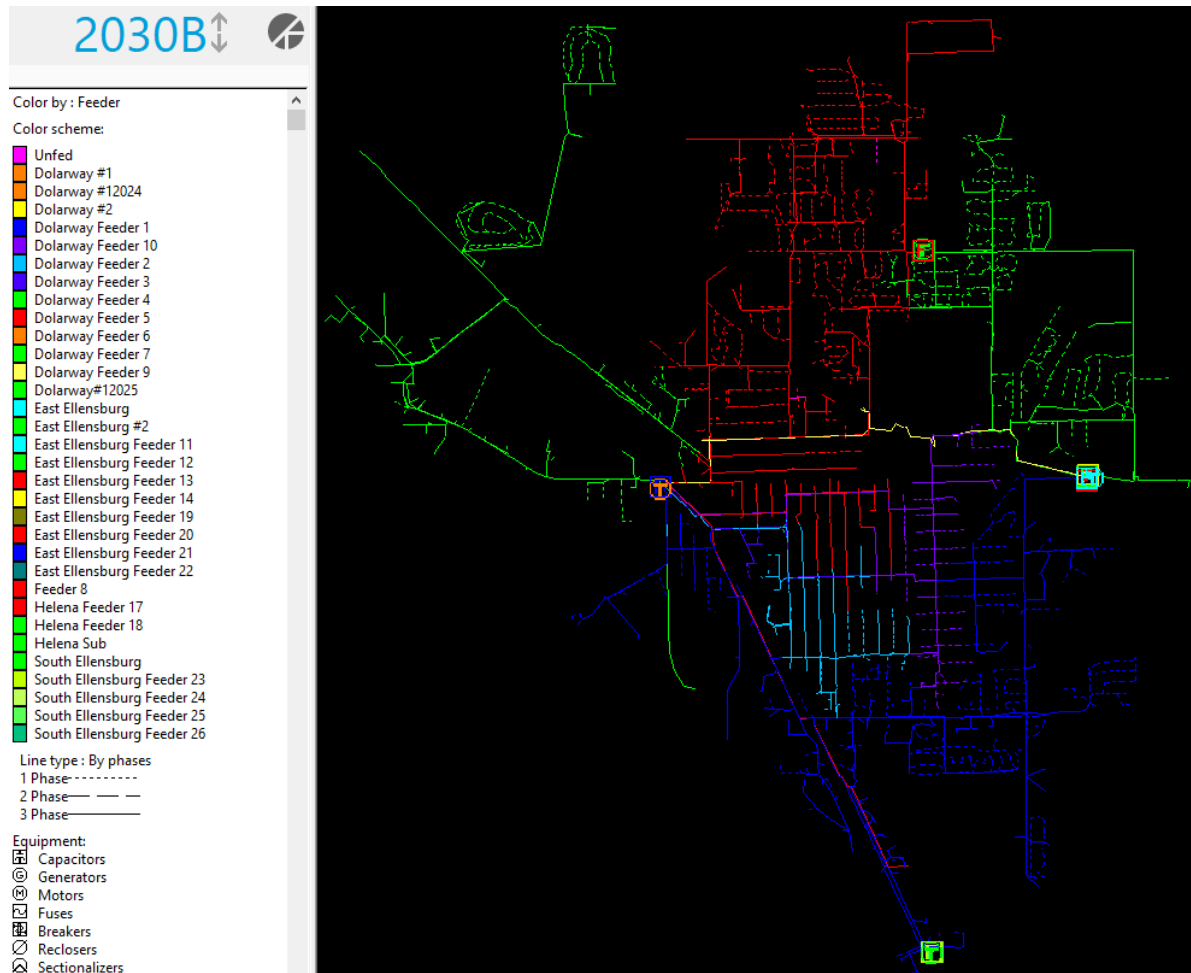


FIGURE 6: EAST ELLENSBURG SUBSTATION OUT OF SERVICE RECOMMENDED CONFIGURATION FOR 2030

2044:

In 2044 all expected loads and projects are assumed to be in service.

This arrangement in 2044 will prevent transformers from being overloaded at peak, however there will be under voltage to customers, voltage imbalances and overloading on certain lines. Mitigation will depend on the actual development and placement of loads on the 20-year system. It's recommended that subsequent planning studies, to know the actual load growth placement in order to evaluate this contingency and its feeder impacts.

Additional transfers will be needed for this configuration to be able to operate under 100% capacity of the system if East Ellensburg Substation were to be taken out of service. After this load shift the transformers will be peak loaded too approximately:

- Dolarway #1 Substation – 100%
- Dolarway #2 Substation – 42%
- Helena Substation – 99%
- East Ellensburg #2 Substation – 53%
- South Ellensburg Substation – 35%

Dolarway #1 Feeder 1 will still have loading issues in this configuration, to alleviate this issue it is recommended to build out additional tie feeders from South Ellensburg Substation to shift load off Feeder 1.

Figure 7 shows the recommended configuration.

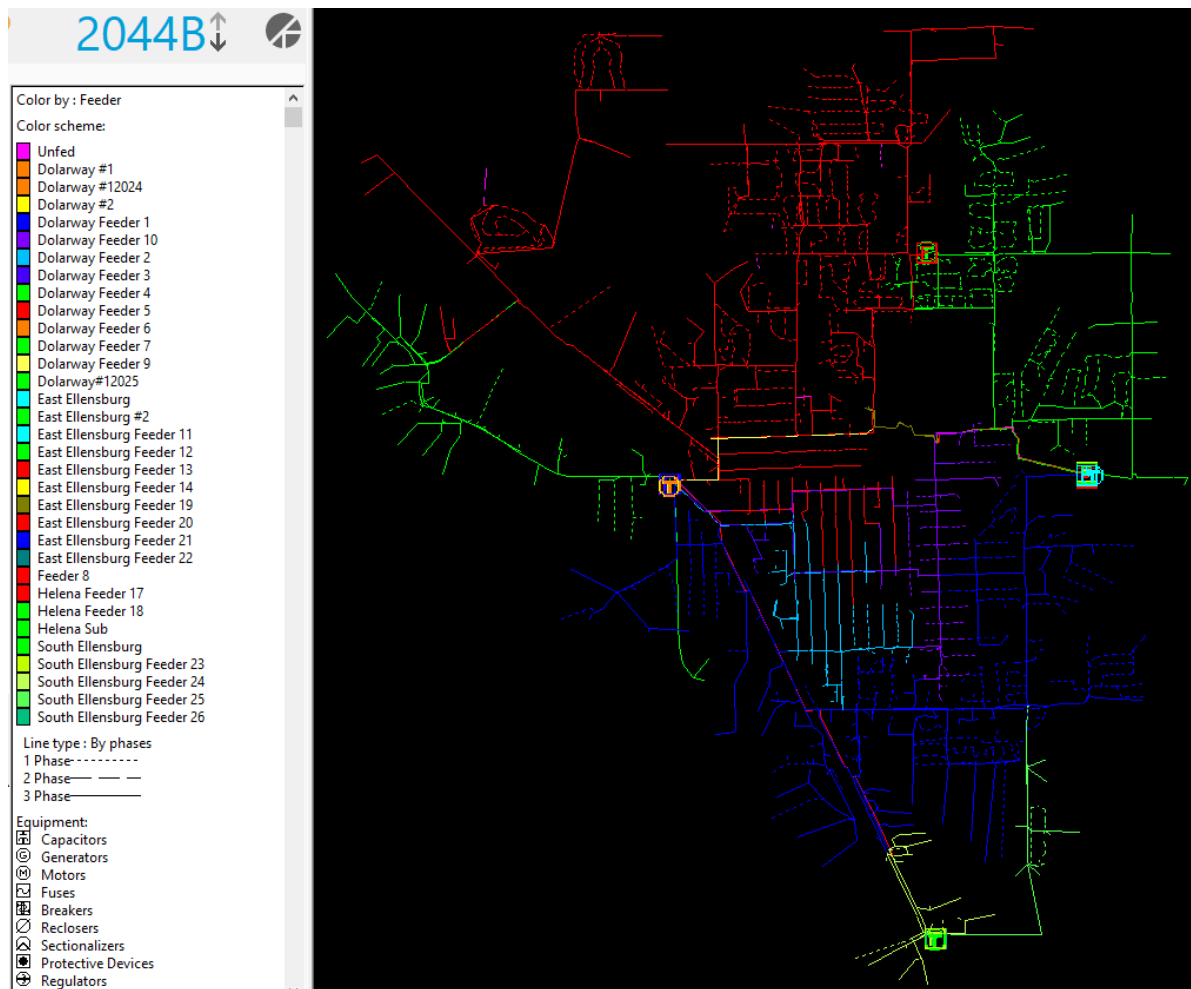


FIGURE 7: EAST ELLENSBURG SUBSTATION OUT OF SERVICE RECOMMENDED CONFIGURATION FOR 2044

7.5 Helena Substation Out of Service

2025:

If Helena Substation is taken out of service, the existing system can operate by:

- Shifting load from Feeder 17 to Feeder 6 by:
 - Opening Feeder 17 at the Helena Substation switchgear
 - Closing switch S096
- Shifting load from Feeder 18 to Feeder 14 by:
 - Opening Feeder 18 at the Helena Substation switchgear
 - Closing switch S023

This arrangement of steps will keep all remaining transformers in the system underloaded. Some parts of the system will have voltage imbalance. It is recommended that loads be balanced to ensure system service standards are attained. It is also recommended to monitor loads and voltages on the system to identify any trouble areas and maintain service standards under this contingency.

After the shifting of loads in the existing system the transformers will be loaded too approximately:

- Dolarway #1 Substation – 56%
- Dolarway #2 Substation – 57%
- East Ellensburg Substation – 81%

Figure 8 shows the recommended configuration.

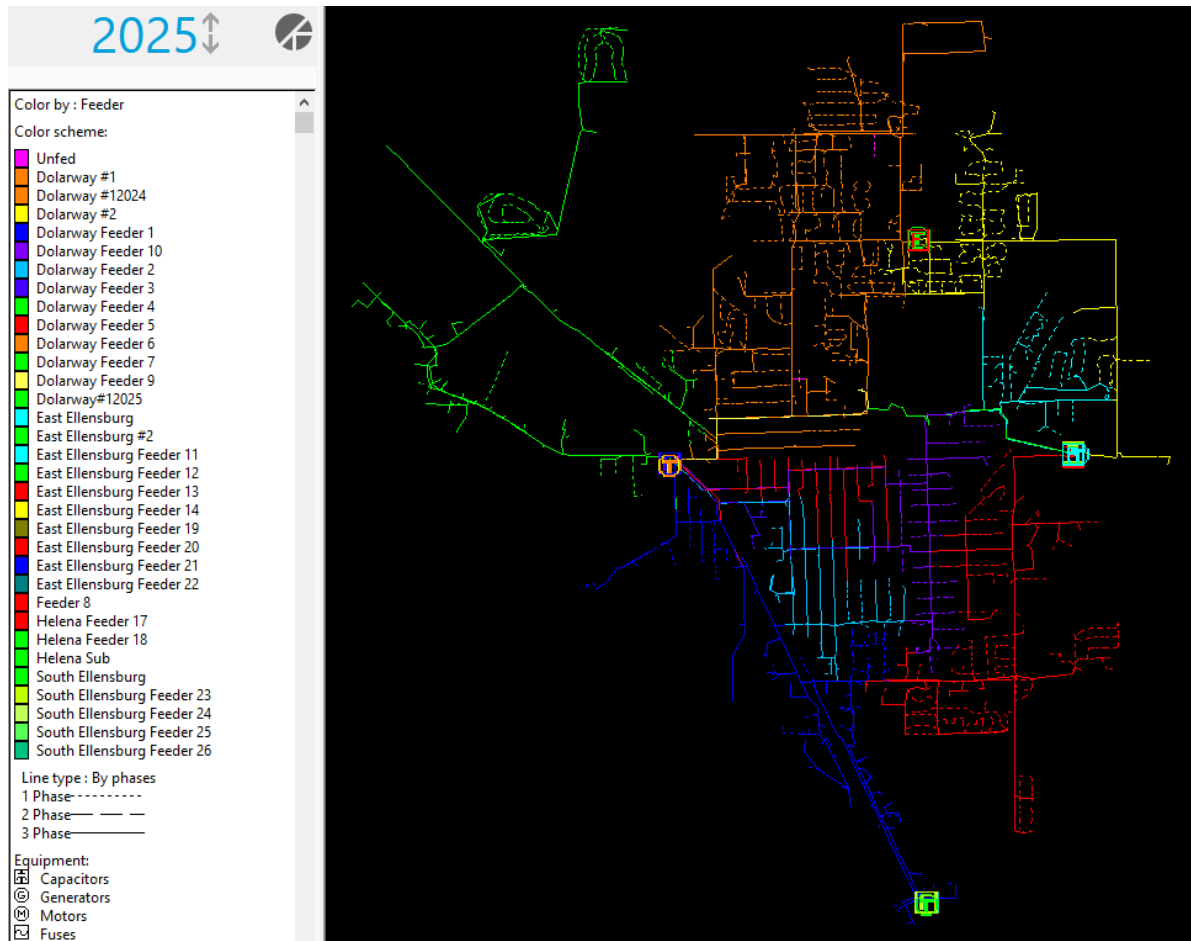


FIGURE 8: HELENA SUBSTATION OUT OF SERVICE RECOMMENDED CONFIGURATION FOR 2025

2030:

In 2030 Feeder 7 and Feeder 8 will be added to Dolarway #2 Substation, along with new spot loads. In the event Helena Substation is out of service, with the existing configuration, the system will be underloaded if the previous steps for 2025 performed. With the additional 2030 loads and improvements, the peak loading of the system will be:

- Dolarway #1 Substation – 68%
- Dolarway #2 Substation – 96%
- East Ellensburg Substation – 97%

This arrangement in 2030 will keep all remaining transformers in the system from being overloaded, however the lines and cables coming out of Feeder 6 will be overloaded at peak times. The feeder conductor will either need to be upgraded, or this arrangement will have to occur at non-peak times. Other parts of the system will have voltage imbalances, it's recommended to monitor loads and voltages on the system to identify any trouble areas and maintain service standards under this contingency.

Figure 9 shows the recommended configuration.

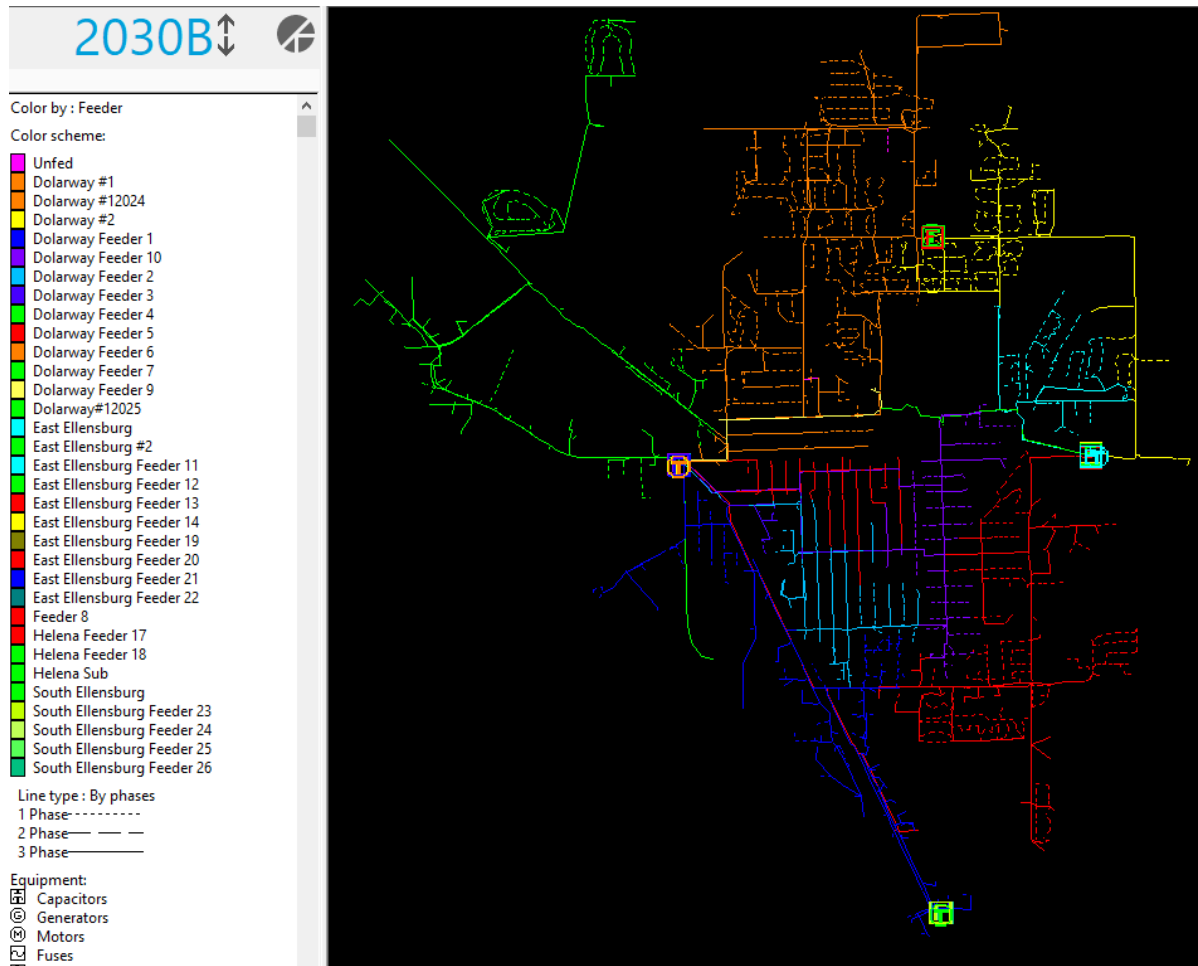


FIGURE 9: HELENA SUBSTATION OUT OF SERVICE RECOMMENDED CONFIGURATION FOR 2030

2044:

In 2044 all expected loads and project are assumed to be in service. In the event Helena Substation is out of service, with the existing configuration this arrangement in 2044 will prevent transformers from being overloaded at peak, however there will be under voltage to some customers, voltage imbalance and overloading on certain lines. Mitigation will depend on the actual development and placement of loads on the 20-year system. It is recommended that subsequent planning studies are performed to know the actual load growth placement to evaluate this contingency and feeder impacts.

In lieu of these transfers and improvements a new West Helena Substation along the existing transmission line route could be constructed with additional new feeders constructed to relieve the Helena Substation capacity deficit and relieve the loading on the Dolarway #2 Substation transformer. The West Helena Substation alternative is further developed in the residential gas conversion section of this report.

After this load shift the transformers will be peak loaded too approximately:

- Dolarway #1 Substation – 79%
- Dolarway #2 Substation – 102%
- East Ellensburg Substation – 96%
- East Ellensburg #2 Substation – 55%
- South Ellensburg Substation – 35%

Figure 10 shows the recommended configuration.

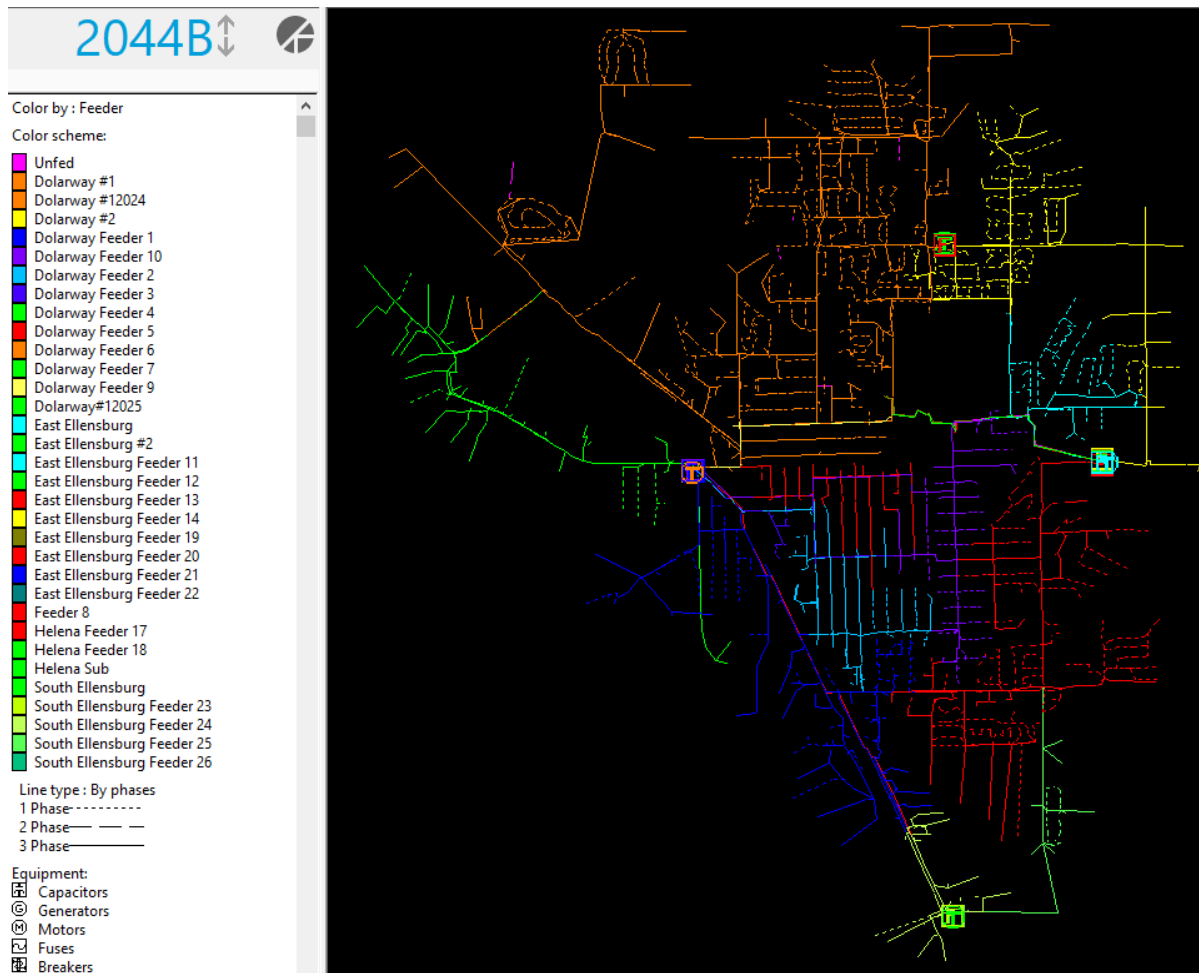


FIGURE 10: HELENA SUBSTATION OUT OF SERVICE RECOMMENDED CONFIGURATION FOR 2044

7.6 East Ellensburg #2 Substation Out of Service

2044:

If East Ellensburg #2 Substation is taken out of service, the 2044 system can operate by:

- Shifting load from Feeder 19 to Feeder 9 by:

- Opening Feeder 19 at the new East Ellensburg #2 Substation switchgear
- Dependent on the design of East Ellensburg #2's Feeder 19 design, however it is suggested to allow Feeder 9 to energize the line by closing switch S123 and S124
- Shifting load from Feeder 20 to Feeder 12 by:
 - Opening Feeder 20 at the new East Ellensburg #2 Substation switchgear
 - Dependent on the design of East Ellensburg #2's Feeder 20 design, however it is suggested to allow Feeder 12 to energize the line through the Chestnut Street switchyard and opening S051
- Shifting load from Feeder 14 to Feeder 18 by:
 - Opening Feeder 14 at the East Ellensburg Substation switchgear
 - Close switch S023

This arrangement in 2044 will prevent transformers from being overloaded at peak, however there will be loading levels that exceed the planning criteria on certain conductors. Mitigation will depend on the actual development and placement of loads on the 20-year system. It is recommended that subsequent planning studies are performed to know the actual load growth placement, CWU decarbonization loads and timing in order to evaluate this contingency and feeder impacts.

In lieu of these transfers and improvements a new West Helena Substation along the existing transmission line route could be constructed with additional new feeders constructed to relieve the East Ellensburg #2 Substation capacity deficit and relieve the loading on the Dolarway transformers and East Ellensburg #1 Substation. The West Helena Substation alternative is further developed in the residential gas conversion section of this report.

If the East Ellensburg #2 Substation were to be taken out of service and with the load shifts above the transformers will be peak loaded too approximately:

- Dolarway #1 Substation – 79%
- Dolarway #2 Substation – 95%
- East Ellensburg Substation – 107%
- Helena Substation – 55%
- South Ellensburg Substation – 35%

Figure 11 shows the recommended configuration.

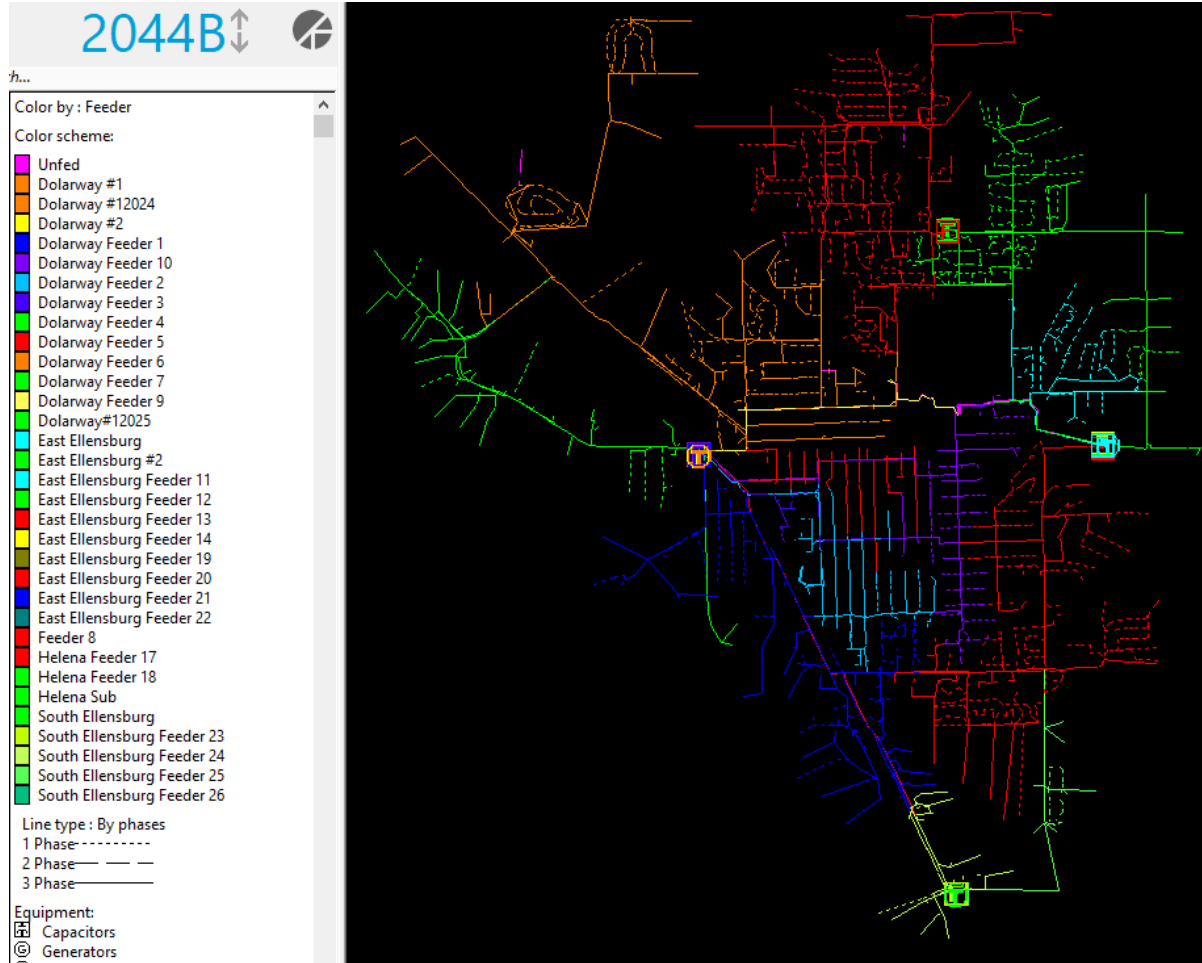


FIGURE 11: EAST ELLENSBURG #2 SUBSTATION OUT OF SERVICE RECOMMENDED CONFIGURATION FOR 2044

7.7 South Ellensburg Substation Out of Service

2044:

If South Ellensburg Substation is taken out of service, the 2044 system can operate by:

- Shifting load from Feeder 24 to Feeder 1 by:
 - Opening Feeder 24 at the new South Ellensburg Substation switchgear
 - Closing switch S030
 - Reconnect Feeder 8 to the South EV charging station
- Shifting load from Feeder 25 to Feeder 13 by:
 - Opening Feeder 25 at the new South Ellensburg Substation switchgear
 - Opening switch S033

This arrangement in 2044 will prevent the substation transformers from being overloaded at peak load times. However, there will conductors exceeding the thermal loading defined in planning criteria at

certain sections. Mitigation will depend on the actual development and placement of loads on the 20-year system. It's recommended that subsequent planning studies, knowing more accurately actual load growth placement and the CWU decarbonization loads and timing, evaluate this contingency and feeder impacts.

Adding a second bank to the South Ellensburg Substation is an option to relieve the remaining high loading on the other substations and contingency feeder impacts. It would not help for a transmission outage to the South Ellensburg Substation or a high side bus contingency affecting both transformers. A second bank would allow service to be maintained for scheduled off peak maintenance on either transformer bank. This option is also discussed in the residential natural gas conversion section.

After this load shift the transformers will be peak loaded to approximately:

- Dolarway #1 Substation – 89%
- Dolarway #2 Substation – 89%
- East Ellensburg Substation – 77%
- East Ellensburg #2 Substation – 55%
- Helena Substation – 49%

Figure 12 shows the recommended configuration.

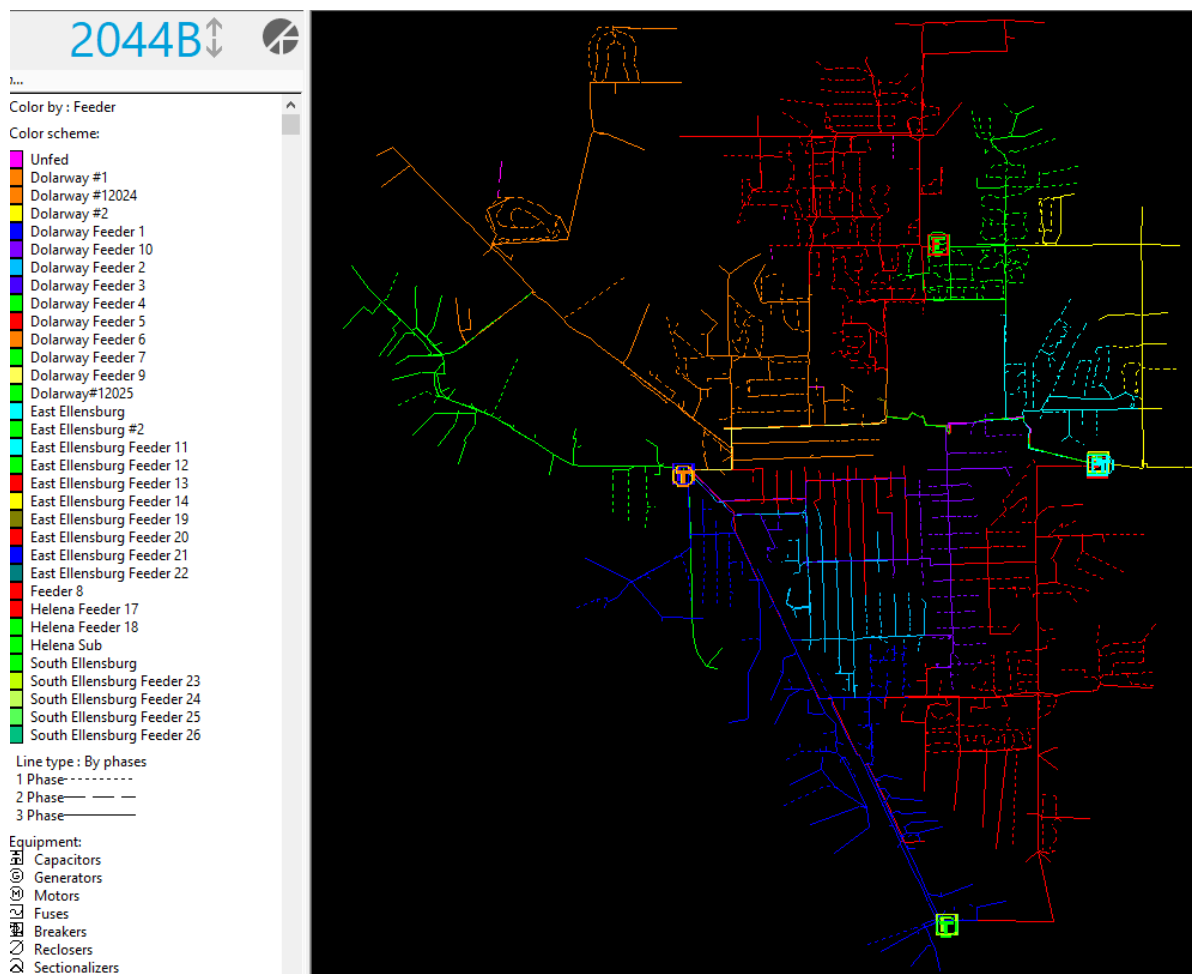


FIGURE 12: SOUTH ELLENSBURG SUBSTATION OUT OF SERVICE RECOMMENDED CONFIGURATION FOR 2044

8.0 RESIDENTIAL NATURAL GAS CONVERSION – 2030 LOADS

8.1 Overview

RCW 70A.45.020

- Greenhouse gas emissions reduction

RCW 70A.65.00

- Greenhouse gas cap and investment program

Initiative Measure No. 2117

- Revises RCW 70A.65.00 Climate Commitment Act

The State of Washington passed the Climate Commitment Act (CCA) with requirements to reduce the use of natural gas (gas) in the State. The City had a report produced by Lighthouse Energy Consulting in August 2023 on the expected impact of the CCA requirements on The City's gas utility. Electrical loads are expected to increase as gas customers convert to electric heat pumps for space heating and electric water heat pumps for water heating needs over time. Critical to The City's electrical system operation is the expected increase in electrical peak loads from the conversion. The report forecasts that peak day winter electrical loads for residential and commercial customers will increase by 30% in 2030 and double by 2041 over the unconverted system. For the gas conversion analysis, we increased the forecast 2030 loads by a multiplier of 1.3 (130%) and the 2044 loads by 2.0 (200%) to reflect the potential peak demand increase of the residential and commercial gas conversion. Although newer neighborhoods may already have some heat pump penetration, we assumed a worst-case scenario and applied the peak demand increase to all customers. As gas usage and gas to electric conversion proceeds adjustments to the peak factor can be made.

We applied those loads to 2030 and 2044 electrical system model and assessed the potential impacts. For scale reference the 2044 unconverted system doubles the number of electrical customers from the present system and the new gas conversion loads double that projected peak residential.

Central Washington University (CWU) presented The City with a potential plan to convert the CWU gas use to electric. Those conversion loads were included in the 2030 and 2044 general system analysis since they have a large potential impact to the system and are isolated to three main CWU central plant connection points. An additional breakdown of each of the CWU planned conversion phases is included in Appendix C of this report.

The electrical system was evaluated for customer service voltage, wire and conductor capacities and substation transformer loading. Improvements to correct feeder overloading and substation capacities are outlined below.

Design Standards

We recommend that The City update subdivision, Platt and secondary service load assumptions and design standards for new installations to prepare for potential Heat Pump load additions. This could include factors such as how many customers are connected to shared transformers, increasing the assumed customer load for secondary conductor sizing and voltage drop calculations, increasing the size subdivision loop underground primary conductors and limiting how many transformers are

connected to primary loop sections. Load assumptions will be different for new areas that have natural gas heating VS those that will have electric heat pump service. Transformer and secondary conductor sizing are the primary concerns for areas served from overhead lines.

8.2 Residential Gas conversion - 2030 Loads on Distribution System

After applying the load multiplier of 1.3, the transformer loading for the 2030 system is:

- Dolarway #1 Substation – 77%
- Dolarway #2 Substation – 74%
- East Ellensburg Substation – 92%
- Helena Substation – 50%

Decarbonization progress will need to be closely monitored, if decarbonization progresses faster than expected a need for a new “West Helena Substation” may be necessary to accommodate for growth. Below are additional system improvements for a new West Helena Substation.

ALTERNATIVE SYSTEM IMPROVEMENTS FOR ACCELERATED RESIDENTIAL GAS CONVERSION - 2030		
Substation	Description	Reason For Improvement
West Helena	33 MVA Transformer	Improve System Capacity
West Helena	Commission new spare feeder	For future system improvements
West Helena	Commission new feeder	Tie into East Ellensburg Substation Feeder 14
West Helena	Commission new feeder	Tie into East Ellensburg Substation Feeder 11
West Helena	Commission new spare feeder	For future system improvements

TABLE 17: ALTERNATIVE SYSTEM IMPROVEMENTS FOR ACCELERATED RESIDENTIAL GAS CONVERSION – 2030

9.0 RESIDENTIAL NATURAL GAS CONVERSION – 2044 LOADS

9.1 Overview

Based on a study done by Lighthouse Energy Consulting for The City in August 2023 a load multiplier of 2.0 was applied to residential spot and distributed loads for the 2044 system.

9.2 Residential Gas Conversion Distribution System – 2044 Loads

After applying a residential gas conversion peak load addition, additional substation capacity is needed to support the system. With the additional gas conversion loads transformer loading for the 2044 system is:

- Dolarway #1 Substation – 112%
- Dolarway #2 Substation – 96%
- East Ellensburg Substation – 126%
- East Ellensburg #2 Substation – 55%
- Helena Substation – 100%
- South Ellensburg Substation – 43%

9.3 Residential Gas Conversion System Improvement Recommendations – 2044 Loads

Below are system improvement options, recommended for capacity and load balancing, for the 2044 system:

RECOMMENDED SYSTEM IMPROVEMENTS RESIDENTIAL GAS CONVERSION - 2044		
Substation	Description	Reason For Improvement
West Helena	Construct new West Helena Substation along existing transmission route and build out at least two new feeders to tie in and transfer load. One feeder to tie in at vault EOC02, another into IOC02, another east of switch S023	Shift load from East Ellensburg Substation and Dolarway #1 Substation to West Helena Substation

TABLE 18: RECOMMENDED SYSTEM IMPROVEMENTS RESIDENTIAL GAS CONVERSION – 2044

9.4 Results of System Improvements

Following the addition of two new feeders out of West Helena Substation and the 2030 new feeders from Helena Substation the 2044 system transformers will be loaded to:

- Dolarway #1 Substation – 71%
- Dolarway #2 Substation – 96%
- East Ellensburg Substation – 86%

- East Ellensburg #2 Substation – 55%
- Helena Substation – 100%
- West Helena Substation – 72%
- South Ellensburg Substation – 43%

Decarbonization progress will need to be closely monitored, if decarbonization progresses faster than expected a need for a new transformer bank at the South Ellensburg Substation may be necessary to accommodate for growth.

10.0 ELECTRICAL VEHICLE CHARGING STATIONS

10.1 Overview

RCW 19.27.540 Electric vehicle Infrastructure Requirements – Rules

Electrification infrastructure requirements:

- Building code: The building code council shall adopt rules for electric vehicle infrastructure requirements.
- The rules adopted under this section must require electric vehicle charging capability at all new buildings that provide on-site parking.
- Where parking is provided, the greater of one parking space or ten percent of parking spaces, rounded to the next whole number, must be provided with wiring or raceway sized to accommodate 208/240 V 40-amp or equivalent electric vehicle charging.

RCW 43.31.970 Electric Vehicle Infrastructure.

Local governments, ordinance and regulation

- States: The department of commerce must distribute to local governments model ordinances, model development regulations, and guidance for local governments for siting and installing electric vehicle infrastructure, and in particular battery charging stations, and appropriate handling, recycling, and storage of electric vehicle batteries and equipment, when available.

RCW 64.38.062

- Requires homeowners' associations to approve the installation of EV charging stations in designated parking spaces or on a lot owner's property

WAC 51-50-0429

- Specifies the number of EV-ready parking spaces required for different types of occupancies

RCW 47.80.090

- Addresses electric vehicle infrastructure as part of regional transportation planning

For the 2044 system a load multiplier of 1.02 was applied to residential spot and distributed loads. This multiplier was based on the amount of kWh per month that is needed for Level 2 residential chargers, 60 kWh midsize or SUV electric vehicles and 6 to 8 hours of charging time. The assumption was made that every electric customer would charge their vehicle at home for 50% of the battery capacity every day. The remaining 50% charging capacity is assumed to be at central charging stations or commercial charging locations or not needing full charging all the time.

10.2 Residential Electric Vehicle Charging Distribution System Loading

After applying the load multiplier, the substation transformer loading for the 2044 system is:

- Dolarway #1 Substation – 81%
- Dolarway #2 Substation – 66%
- East Ellensburg Substation – 75%
- East Ellensburg #2 Substation – 56%
- Helena Substation – 50%

- South Ellensburg Substation – 35%

10.3 Residential Electric Vehicle Charging System Improvement Recommendations

The growth from EV conversion to the 2044 system had minimal peak load impacts to the already recommended system improvements. EV conversion should be closely monitored to ensure that loading expectations stay the same. It is recommended to further shift loads from Dolarway #2 Substation to East Ellensburg Substation, or Helena Substation where possible to balance transformer loading. It may also be possible to shift loads to newly constructed feeders from the South Ellensburg Substation, or West Helena Substation if those substations are installed for other system reasons.

Residential gas conversion has much larger load impact to the system. If residential gas conversion improvements are made, they should cover the residential EV charging on the system. EV charging will likely impact residential distribution transformer loading the most. Individual distribution transformers are traditionally not load monitored based on historic use and loading. However, the diversity of existing customers sharing a transformer will decrease depending on the penetration of EV charging and potentially increase the transformer peak load or even overload a transformer. For low ambient temperatures (cold snaps) distribution transformers can be loaded up to 2 times the name plate capacity without significant loss of life. This allows for significant flexibility of loading on peak system days and cold weather conditions. However, combined with gas conversion heat pump loads. Loading will increase on distribution transformers with heat pump cooling loads occurring at high summer ambient temperatures when transformers are susceptible to overheating.

AMI metering systems allow for aggregation of individual residential meter demands and loading to be tracked on distribution transformers. POWER recommends consideration of an AMI system that would allow for transformer load tracking and monitoring of service voltage for both EV charging and new residential heat pump loads. This would allow for proactive trending over several years to see the actual load capacity impacts before they cause quality of service impacts and the actual load impact trend on system feeders and transformers and serve as a planning and budgeting tool if impacts are occurring. In addition, voltage monitoring at the meter may track transient voltage dips from sudden peak EV loading and or from heat pump motor starting. Large starting loads could cause transient service voltage drops (flicker) due to service conductor voltage drop and cause equipment (chargers) to shut down or go into protection mode and be an inconvenience to those customers. This can be a problem for small wire size services or long service wire lengths. As gas to electric conversion and EV charging penetration begin to occur, voltage trends will allow for proactive monitoring and corrections for these issues before customer or system damages occur and complaints happen.

10.4 Charging System Considerations

EV Charging System Installations

Charger installations to the home or business only need to meet State Electrical Code (RCW) requirements the same as any other electrical load or appliance installation. Since these are behind the meter The City does not have direct authority over these installations. The City's general conditions for electrical service ask the customer to inform The City of significant changes or load additions

made by the customer but customers routinely neglect to inform the utility of these changes. The AMI monitoring discussed above helps to mitigate and identify if a customer is potentially overloading a service or neighborhood transformer.

EV to Grid

Level 2 chargers for residential use are one-way devices, that is for charging load only. They do not provide for EV to grid service. If in the future devices that provide for energy back to The City become common, The City should require the same UL listing and IEEE inverter protections as residential solar does now. Similar to solar, separate metering and disconnecting means are required for anti-islanding, back feed and safety. The Washington State Electrical code requires an accessible disconnecting means for generation resources.

Design Standards

We recommend that The City update subdivision, Platt and secondary service load assumptions and design standards for new installations to prepare for potential EV load additions. This could include factors such as how many customers are connected to shared transformers, increasing the assumed customer load for secondary conductor sizing and voltage drop calculations, increasing the size subdivision loop underground primary conductors and limiting how many transformers are connected to primary loop sections. Load assumptions will be different for new areas that have natural gas heating VS those that will have electric heat pump service. Transformer and secondary conductor sizing are the primary concerns for areas served from overhead lines.

10.5 EV Charging Rates and Incentives

Northwest utilities have implemented a variety of EV rates, installation incentives and charge management options. Programs are offered that reflect the utilities goals such as encouraging EV use to minimize carbon emissions or steer usage to periods of lower power cost.

Installation Incentives

Some northwest utilities have opted to encourage EV adoption with charger installation incentives. Residential installation rebates for qualified Level II chargers are common. PSE offers \$300 with additional rebates for low- or qualified-income customers. Clark PUD offers A \$500 rebate for internet connected Level II chargers and \$100 for not connected chargers. Tacoma Public Utilities do not offer residential installation incentives. Seattle City Light has focused on providing curbside charger installations for both Level II and for DC Fast chargers.

Rates

Most of the Northwest Utilities are charging standard energy and demand rates for residential and commercial EV charging with no general discounts. Seattle City Light charges \$0.21/kwh for curb side level II charging using utility supplied equipment. Curbside Direct Current Fast Chargers (DCFC) have a daytime time of use rate of \$0.3175/kwh and all other hours at \$0.1737. Similarly, Tacoma Public Utilities has a public charging station energy and demand discount from regular general service rates for installations with at least on DCFC and less than 1MVA of capacity with an additional 20% discount if the customer takes primary voltage service. Utility provided charging equipment installations charge \$0.25/kwh for Level II and DCFC at \$0.40/kwh.

Charging Management

Depending on the utilities power cost structure there may be opportunities to optimize power costs with time of use rates for general service and EV charging. Time of use options generally require an AMI type meter and a rate structure with lower cost for off peak charging (and general use) if supported by a reduced wholesale power cost structure. Clark PUD offers a \$50 annual discount for Level II residential chargers with internet connected chargers that can be enrolled in a charge management program such as “Optiwatt” that manages the time and intensity of charging within utility requirements without an advanced utility meter. Demand Energy Response programs can also manage EV charging to mitigate potential capacity issues at service transformers and on feeders.

11.0 BENEFITS OF AMI IMPLEMENTATION

Advanced Metering Infrastructure or AMI is primarily a customer usage metering system that features two-way communication between every customer end point or service and a collection and monitoring head end to collect and store customer kWh usage and other information such as service voltage. The type of communication system can vary widely from power line carrier type systems that use the electrical primary wire to carry a data signal, optical fiber communication networks, mesh radio systems that talk meter to meter communication with some collector sites, to broadcast type communications with central towers communicating with many meters at a time. The critical characteristic is two-way communication and data flow up from the meter and commands and directions down from the central system.

Generally, the cost benefits of an AMI system are reduction in meter reading costs, improved staff safety by reducing time in the field, near real time data collection for customer billing, remote connects and disconnects, pre-pay systems that allow for the customer to be in control of their utility costs rather than after the fact as traditional systems operate. Many utilities find the largest cost benefit is from reduced overtime and increased operations efficiency for highly skilled line and operating staff on call outs for connects and disconnects and spot meter reads.

For the purposes of this study, we will concentrate on the some of the system benefits that an AMI system provides:

Real time outage notifications. These can be fed into an Outage Management System that spotlights the likely failed equipment location or simply provides an aid to a dispatcher or system operation monitor to send a crew directly to the problem location. An AMI system can allow for the identification of protective devices that may have operated allowing for faster crew response and reduced outage time.

Service point system voltage monitoring. Service quality can be tracked and trended to allow for the proactive identification and correction of issues before an outage occurs, improving customer reliability.

Metering interval data will show customer peak service loading and the collection of transformer loading data that has not been available in the past. Trends on potential transformer overloading can prevent unscheduled outages and reduce call outs and overtime costs. This capability will be critical for residential natural gas conversion and other new customer loads and their impact on distribution transformers. Also, the AMI system can help track and trend expected growth in residential EV charging to allow for planning and trending and identification of impacts before they occur.

The customer metering interval loading data also allows for actual feeder, breaker and line loading to be calculated. That along with service voltage readings can validate if a system improvement such as a conductor or feeder upgrade is truly needed by removing uncertainty and assumptions inherent in all system simulations and modeling programs that have been traditionally used. This likely may allow for reduced capital expenditures for system improvements and or deferrals until they are truly needed with improved certainty of need.

Customer service quality and reliability improvements are improved by finding and fixing problems before they have a customer impact. This allows for proactive work by the utility rather than waiting

for a customer to call about a problem. This builds customer's good will and assurance that the utility is on top of the system.

Two-way meter communication also establishes a system and network for a demand management system. Many AMI meter systems can control customer loads such as water heating or air conditioning and heating systems. These in turn can reduce the system electrical peak or allow for the peak to be shifted in time. Soon the NW electrical system is expected to develop past regional capacity limits due to electrical loads increasing and the changing of generation from base load plants to distributed and renewable sources. It is anticipated that suppliers like BPA will present cost signals to a utility that encourage demand reductions and peak shifting. AMI systems can be specified to be the ready infrastructure to enable creation of demand management programs and help optimize utility power costs.

Many AMI systems allow for communication with field devices such as regulators, reclosers, breakers and switches. This communication can enable automatic switching to isolate a faulted section and quickly restore service to customers not affected by fault. These types of systems can dramatically lower outage times and improve customer reliability and customer satisfaction. The AMI system can be an enabling technology to allow for the implementation of these type of systems.

Lastly AMI systems allow for the collection of extensive engineering data on the system, improving engineering efficiency and minimizing potential capital expenditures through improved knowledge of the system.

The first step to implementing an AMI system is to have a cost benefit study completed. The study should identify the features of an AMI system that will provide the best value and savings to The City and capture the main use cases and requirements needed to develop a request for proposal to be issued to the AMI industry. Also, a study will typically identify how the program should be developed and then presented to the community to help customers see the value and benefits they can expect from an AMI system. We recommend that The City begins a cost benefit analysis, due to the diversity of various AMI technologies, we cannot explicitly recommend an AMI product at this time. Below is a table showing capabilities of common AMI products.

When integrating AMI, it is crucial to ask detailed questions about the full cost to avoid unexpected expenses. Lead times may be longer if working with a proprietary system, so planning ahead is essential. Avoid rushing the process, as thorough vetting ensures smooth data integration and collection. All systems that connect the infrastructure should be fully operational and tested before deployment. Secure a written guarantee for technical support to prevent service gaps. Engaging various utility groups for input can help identify potential challenges early. A phased deployment approach helps mitigate risks and drafting a comprehensive labor plan ensures an efficient AMI replacement and installation process.

Features/Product	Gas/water meter compatibility	Comm Type	Meter Flexibility ₁	Real Time Usage	Prepay	Remote Disconnect	Theft Prevention	Load Control	Outage Management
Itron	X	X ₄	X ₂	X	X	X ₃	X	X	X
Landis+Gyr	X	RF/Cellular		X	X	X ₃	X	X	X
Sensus	X	RF		X		X	X		X
Trilliant Inc.	X	Cellular	X	X	X	X	X	X	X
Aclara	X	X ₄		X	X	X	X	X	X
Tantulus	X	X ₄	X	X				X	X

1: Some meters will only communicate exclusively with one proprietary system

2: Some Itron products can communicate with other ERT systems, but not all have this capability

3: Both 200A and 320A remote disconnect

4: Multiple communication option (RF, Cellular, Fiber)

TABLE 19: AMI TECHNOLOGIES

12.0 DEMAND RESPONSE PROGRAM

12.1 Overview

WAC 480-100-620 – Integrated Resource Plan – Demand Response

RCWs 19.280.030 and 19.285.040 – Resource Planning

Demand Response is a general term used in the electric utility industry for several customer load management, utility peak management and utility voltage optimization programs. We discuss utility voltage optimization programs below in Section 13.0.

Direct customer demand response refers to programs that manage customer energy use at critical utility system peak times. Systems can operate via broadband or directly through a utility communication system. For instance, a city AMI program operating through the utility meter could provide a signal to customer heating or air conditioning equipment to turnoff or adjust a heat pump or water heater for a period of time. Cumulatively such reductions across many customers can lower the expected utility peak demand.

RCWs 19.280.030 and 19.285.040 refer to the requirement for qualifying electric utilities to develop a resource plan to meet clean energy requirements in The State of Washington, and to meet energy conservation and renewable energy targets. These plans are required for utilities with more than 25,000 customers and that are not full requirements customers. At this time, The City is a full requirements customer and is not required to participate but should the RCWs requirements change or should The City no longer be a full requirements customer of BPA and increase above 25,000 meters, The City would need to develop a resource plan meeting the requirements set forth by these sections in the RCWs.

In general, Demand Response programs provide the utility with the ability to control demand peaks and thus control demand charges. As power supply concerns grow, limiting the strain on The City's distribution system and BPA's transmission system, may also pose a benefit to The City in the form of deferring system improvements through the implementation of Demand Response. The benefits to The City will include the possibility to defer system improvement costs to support increased demands, improved grid stability, and the possibility of seeing an increase in renewable penetration at the customer level. It should be noted that too much renewable penetration could have negative consequences to the distribution system and should be monitored.

Customers obviously would not want to limit their demand for energy during peak conditions without incentives. At this time, customers are not enrolled in time of use fee schedules, so the incentives to limit demand would be altruistic behavior or financial incentive. These financial incentives could be offered by The City in the form of one time or reoccurring rebates associated with enrollment, re-enrollment, or cumulative energy use saved during events or requests by The City to respond. The incentives value will need to be analyzed and set by The City based on the proportional benefit each customer's enrollment provides to The City. An example is that a large customer (commercial, university, or otherwise) who represents more of the overall system demand, could provide a greater benefit or impact to The City's system during an event, and should be incentivized in a greater amount than a small residential customer.

The City could offer to the less consequential customers the opportunity to enroll for more altruistic reasons or a smaller negligible financial incentive. An attractive approach that could generate interest is identifying how enrolling in a Demand Response program would benefit neighbors or the general community by keeping power available to those at risk or emergency services. Many community members would find personal value in “helping,” while others could find a benefit to their marketing campaigns. The City could provide marketing material or labels signifying to the general public where customers or businesses are enrolled in Demand Response for the betterment of the overall community.

The benefits to customers will need to outweigh or balance with the negative consequences. Customers will rightfully identify that they will be placed into a category of accounts that could be limited in power. It will be critical to identify that the consequence will not be a full outage of power, but rather a limit to use of specific equipment or capped power demand during an event. The obvious negative consequence to enrolling in Demand Response is the introduction of a new party that can control power usage. Being clear about what The City can and cannot do with these accounts will be critical in mitigating concerns regarding utility control over the meter or equipment served by the meter.

The City may also find that implementing a Demand Response program is technically complex or expensive or that consumers will be reluctant to enroll in a program that has been established. The high cost of establishing the program could be followed by no real return in the investment.

In summary, the utility will see a more stable system, may be able to defer capital costs for system improvements (which benefits the customers), customers could see a financial gain depending on their participation, the ability to market themselves as a champion of Demand Response, and the overall community could benefit from lower emissions (due to a reduction in load), and the possibility to improve energy market efficiencies.

The disadvantages are the reduction in control over demand at the customer level (customer inconvenience), negative impact to critical customers where any supply disruption is not acceptable (ex. hospitals, police, fire stations), technical implementation challenges, and uncertainty in enrollment levels.

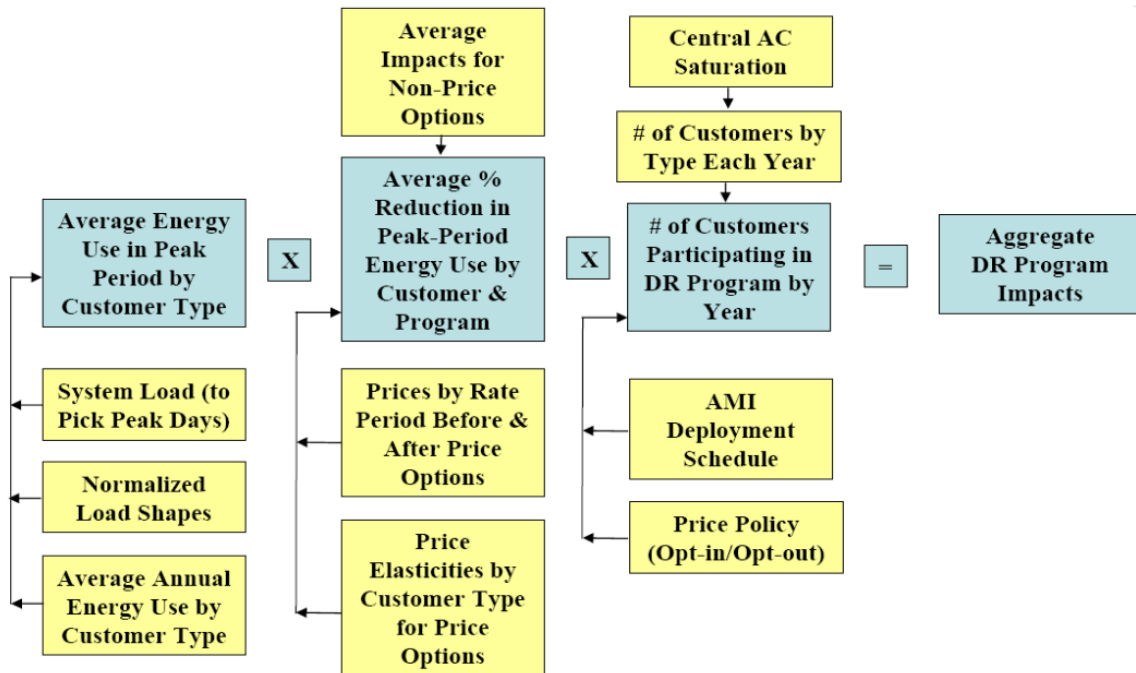
12.2 Participation Impacts

Demand Response participation is a significant driver of direct benefits to the utility. With too low of a participation rate among certain demographics (ex. Residential customers), an incentive program’s costs could exceed the benefits gained. Recent reports (see Energy Systems Integration Group) from industry working groups and power providers indicate that total participation in Demand Response as a percentage of total accounts is still fairly low. It should be noted that while participation rates typical range from 2% to 8% of total accounts, some states are seeing adoption between 14% and 27%. Washington State has an average of 14% participation in demand response programs which is an improvement.

Setting expectations or goals for the participation rate of customers in a utility’s footprint allow the providers to determine if the costs of implementation are worth the benefits. Additional reports (see FERC Demand Response and Advanced Metering) show that potential peak savings due to demand

response range between 1% and 10% with an average of 6.5%. By considering the expected peak savings and the participation rates providers can evaluate the total cost savings against implementation costs to determine if a demand response program is valuable.

The key inputs for determining the potential of a demand response can be seen below. With these inputs the costs and benefits can be evaluated for multiple cases and used to set goals and objectives.



Included as an attachment to this report is a native copy of the NADR model Excel file. The following information describes the estimated impacts for a few scenarios as a point of reference. Inputs have been selected by City of Ellensburg employees and POWER Engineers.

DEMAND RESPONSE POTENTIAL IMPACTS ¹					
YEAR	CUSTOMER TYPE	% OF PEAK REDUCTION POTENTIAL	% CUSTOMER PARTICIPATION	DR PROGRAM KW SAVINGS ²	DEMAND CHARGE SAVINGS ³
2025	Residential	23%	14%	3,122	\$50,031
	Commercial	1%	14%	256	\$4,097
	Industrial	2%	100%	110	\$12,637
	Total			3,488	\$66,766
2026	Residential	23%	5%	3,797	\$21,735
	Commercial	1%	5%	310	\$1,777
	Industrial	2%	100%	134	\$15,393
	Total			4,242	\$38,905

DEMAND RESPONSE POTENTIAL IMPACTS ¹					
YEAR	CUSTOMER TYPE	% OF PEAK REDUCTION POTENTIAL	% CUSTOMER PARTICIPATION	DR PROGRAM KW SAVINGS ²	DEMAND CHARGE SAVINGS ³
2027	Residential	23%	8%	3,831	\$35,088
	Commercial	1%	8%	314	\$2,873
	Industrial	2%	100%	136	\$15,583
	Total			4,281	\$53,545
2028	Residential	23%	10%	3,741	\$42,825
	Commercial	1%	10%	306	\$3,506
	Industrial	2%	100%	133	\$15,203
	Total			4,180	\$61,534
2029	Residential	23%	10%	3,851	\$44,089
	Commercial	1%	10%	315	\$3,611
	Industrial	2%	100%	137	\$15,678
	Total			4,304	\$63,377
2030	Residential	23%	14%	4,152	\$66,553
	Commercial	1%	14%	340	\$5,454
	Industrial	2%	100%	148	\$16,913
	Total			4,641	\$88,920
2031	Residential	23%	14%	4,333	\$69,439
	Commercial	1%	14%	354	\$5,680
	Industrial	2%	100%	154	\$17,578
	Total			4,841	\$92,698
2032	Residential	23%	14%	4,484	\$71,861
	Commercial	1%	14%	367	\$5,880
	Industrial	2%	100%	159	\$18,244
	Total			5,010	\$95,984
2033	Residential	23%	14%	4,563	\$73,124
	Commercial	1%	14%	374	\$5,986
	Industrial	2%	100%	162	\$18,529
	Total			5,098	\$97,639
2034	Residential	23%	14%	4,565	\$73,164
	Commercial	1%	14%	374	\$5,986
	Industrial	2%	100%	162	\$18,529
	Total			5,100	\$97,679

1. Total program savings will require further discussion/analysis. Incentives and implementation costs are NOT included at this time.

2. Average yearly kw savings based on yearly peak kw normalized using the avg/peak demand ratio of 83%.

3. Based solely on demand reduction charges at a yearly average of \$9.54/KW

TABLE 20: NADR MODEL RESULTS

12.2 Technology

Demand Response requires sufficient hardware and software to identify and respond during demand events. Accurate metering and control devices will need to be installed in the distribution system to implement the program.

New Advanced Metering Infrastructure (AMI) devices provide much of what is needed. AMI is being integrated into aging distribution systems, not because of the Demand Response benefits, but rather the data collection benefits provided to utility operations and maintenance. With AMI becoming more and more deployed, the opportunity to roll out Demand Response is improved at a lower entry cost. Further, past the higher cost AMI equipment, more affordable technology is available to be installed in the home past the meter. Industrial and large commercial programs would likely be different than for residential customers. Examples of the technology and system design that may be required to implement these programs. These examples are conceptual and the actual hardware selections and final design may be different. Specific manufacturers may not be necessary as AMI meters are improving every day and The City may find their AMI provider has an option to replace some of the equipment below.

Commercial demand response applications could be implemented at various levels of complexity. At its most basic, a localized meter could be provided with a signal to enter into demand response mode and issue commands to the customer to curtail power usage or to disconnect loads to meet the demand response requirements. A microprocessor-based meter, such as an SEL-735 could be enabled to perform some of these functions. Communications would be required via fiber, radio, or cellular service to issue the commands to the meter for execution. Meters with the options required to implement this type of scheme cost around \$5,000.

A step up from a single device would be a more integrated solution using similar devices linked to a centralized unit. The revenue meters at the customer end would be installed and configured to transmit loading data back to a central processing unit, such as an SEL RTAC, where multiple metering devices also send back their data. Rules and commands would be programmed to initiate requests automatically or manually for demand response inside the data processor. The SEL-735 meters could be positioned at each point of delivery for select customers and then routed back to a centrally located SEL RTAC. An RTAC starts at around \$1,000 but can become more expensive as different options are added. On the high end, \$8,000 may be expected. The following diagram shows a generalized layout of the type of equipment needed to build a modest demand response system.

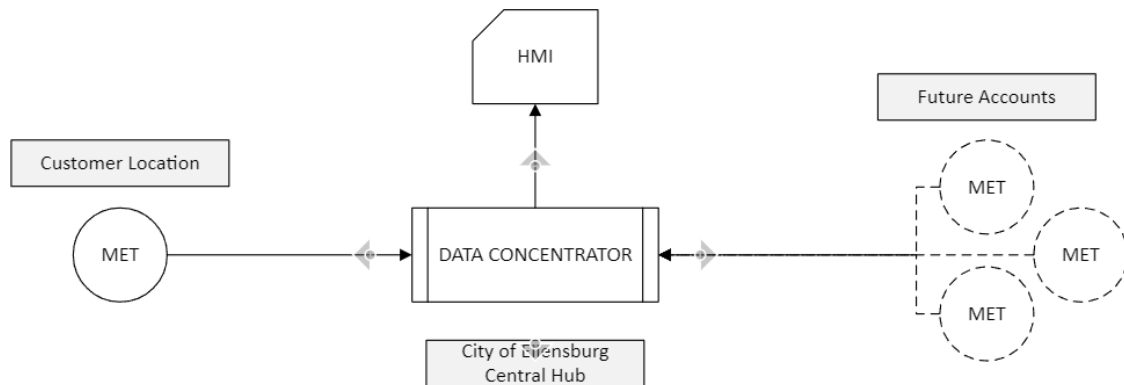


FIGURE 13: EXAMPLE COMMERCIAL OR INDUSTRIAL DEMAND RESPONSE HARDWARE CONFIGURATION

An alternative to some of the hardware shown in the figure above could include implementing the data processing in a cloud-based application. The power data will still need to be collected at the point of delivery by meters, but then could be transmitted over the internet to a cloud-based application for processing. Make sure to consider user interface, programming, and security requirements to protect your customers' privacy in any case. Costs for cloud-based applications will depend on the provider and the options required.

For individual residential or small commercial customer installations, Residential Thermostat Demand Response programs take advantage of smart (communicating) thermostats to reduce the heating setpoint, running the customers system less, saving customers energy and lowering the demand on utility feeders, substations and reducing the utility overall system peak.

Google has been offering such a program via their Nest thermostat for some time now. The thermostat communicates via a customer's WIFI and the internet with a management portal which directs adjustments of the setpoint. Utilities provide a signal to the portal to control when and how long identified thermostats in their area are adjusted. Since The City is a winter peaking system, thermostat setpoints would be lowered during the peak time. Anticipating the peak demand time, the program will pre-heat the home (raising the setpoint) before the critical period then allows the home to run cooler through the peak and then return to normal settings. Similar control could also be applied to water heaters or to cooling systems if summer demand response is needed.

Recently Google has opened the portal to work with other smart thermostats. The most common thermostats include Nest, EcoBee Premium, Honeywell Home Smart, Amazon Smart, EcoBee 3 Lite and Wyze. Additional models and manufacturers are rapidly entering the market. The Google portal interfaces with an energy management company that the utility selects to provide timing for demand management events.

This is simply one example of how a readily available device could make a Demand Response program more attainable. In any event, the technology must be able to communicate back to a main control center where data is received, processed, stored, and actions are taken based on system performance. The system must be able to submit requests to be received and acted upon by the customers' device in the end to fully implement the program.

12.3 Demand Management Program

A city sponsored Demand Management program could include the following:

Customer Engagement

Install a panel or commission to evaluate how best to reach customers in a way that incentivizes them to enroll. Develop marketing material to describe the program, options and incentives, the pros and cons to enrollment, and present forms and materials needed to enroll. Further identify the products and technologies that The City would provide or others that would be supplied by the customer. Below are key items the panel may want to focus on to implement the program.

- A utility customer communication program to inform and recruit customers to the program.
- Identify technology requirements and who will provide them.
 - Smart devices (ex. AMI meters, smart thermostat, or other) for the customer. Equipment after the meter could be provided at a general cost of around \$280 per device.
- Emphasize billing credits (dependent on the account) available within the program.
 - Enrollment credit
 - Re-enrollment credit
 - Credit based on energy savings (kWh)
- Develop marketing materials to customers for their personal or business use declaring they are enrolled in the program.
- Identify to businesses interested in LEED certification that they are awarded 1 point for Demand Response Program participation.
- Leverage community member goals and values by encouraging voluntary participation to improve quality of life (reduced emissions, improved system reliability, public acknowledgment, etc).

Analysis

The City should study and focus primarily on specific accounts (large accounts) where a reduction in demand will be most impactful. Larger accounts such as commercial customers, large office or rental buildings, or industry accounts can offer the most opportunity to reduce demand at a lower equipment cost to The City. This would be offset somewhat by the higher level of incentive to provide back to the customer. In any event, the impacts of a specific size of account (commercial, residential, industrial, large, small, or other) should be studied to choose the accounts that The City would like to encourage to join the program.

Design/Implementation

Once the target audience is identified, the design and implementation of the program would be the next step. Evaluate the existing hardware and software available in The City's toolbox and classify it as Demand Response enabled, capable, or disabled. Identify the equipment, material cost, installation cost, and implementation cost with new products needed to incorporate the targeted accounts into The City's Demand Response control system.

The overall system design can be many things but would have a general requirement of having data collection devices (localized at The City's substations, or dispersed throughout the distribution system), data processing equipment to identify when to initiate requests, a master control device to

send commands, and user end devices to receive commands and respond with curtailment or equipment shut off to activate the demand response. These devices will likely perform more than one of the general functions.

Contracts

Interested customers would need to enter into a legal agreement with The City to set the terms and conditions of the program. These documents would define responsibilities, requirements, limits, schedules, incentives, and other items that require legal documentation and processing.

All of the above steps will require development and examples of these items are included in Appendix E for reference. The City will likely find that the Analysis, Design/Implementation and Contracts steps are the most straightforward as they are based on technical requirements and limitations, or clearly stated in terms understood generally by the public.

The first step, Customer Engagement, will be the biggest challenge simply due to each customer or subset of customers having different personal or business goals that may or may not stay the same in time. The City may find it beneficial to start the Demand Response program by targeting only accounts that present the greatest system improvement impacts and gauge their general interest. By focusing on key accounts, a pilot Demand Response could be implemented with a lower level of complexity and cost, allowing The City and customers to evaluate the long term benefit of a Demand Response program.

12.4 Example Web Layout

To assist The City with describing the program to the community, the following, general pages could be provided on The City's webpage as assistance to customers in understanding both Demand Response programs in general, and for specifics regarding programs and options that may be available to them.

General Demand Response Title Page



Flexible and efficient solutions to meet growing demand

Demand response is a strategy designed to decrease load on the grid during times of peak use. It involves modifying the way customers use energy – particularly when they use it – to prevent spikes in energy usage and ensure reliability. In response to our region’s growing energy needs, we now operate demand response programs across our service territory. Encouraging simple, energy-saving behavior changes and utilizing technologies like smart thermostats, these programs help ensure reliable electricity for all.

FIGURE 14: EXAMPLE INTRO WEBPAGE

Further expand this page to emphasize how the program will work. Be clear that the program is 100% voluntary and if enrollees will be notified in advance of any requirement to lower or shift demand (if that is an option). If the program will automatically curtail demand, be clear on that point as well. Identify what incentivization will be available to participants.

After the general “how it works” section of the page, continue on and describe how The City will deploy the program or it’s options. Include or link descriptions of pilot programs and any lessons learned.

Specific Program Option Pages

If multiple options of the program will be available to different users (ex. commercial accounts vs. residential), develop a page for each option. A starting page showing all options with general key points should make it easy for readers to choose options that may be right for them.



FIGURE 15: EXAMPLE PROGRAM SUMMARY WEBPAGE

After mentioning key items such as automatic response to system conditions or commands, or event notification, further describe how each will be applied. For event notifications how will they be received, how much prior notification will be provided (if any), and if specific hardware or equipment requirements will be necessary.

Tables can also be used to show readers a comparison of the program options and a general frequently asked questions section can be added (focused on Demand Response programs).

Specific pages for each program option should be established to describe the programs in further detail calling out eligibility, requirements, how to enroll, further steps following enrollment, and frequently asked questions specific to the program.

Laying out the information in an easy to read and understand format will be important. Allowing the reader to expose and hide answers to the FAQ can help them navigate to questions that are important to them without being lost within a large set of questions.

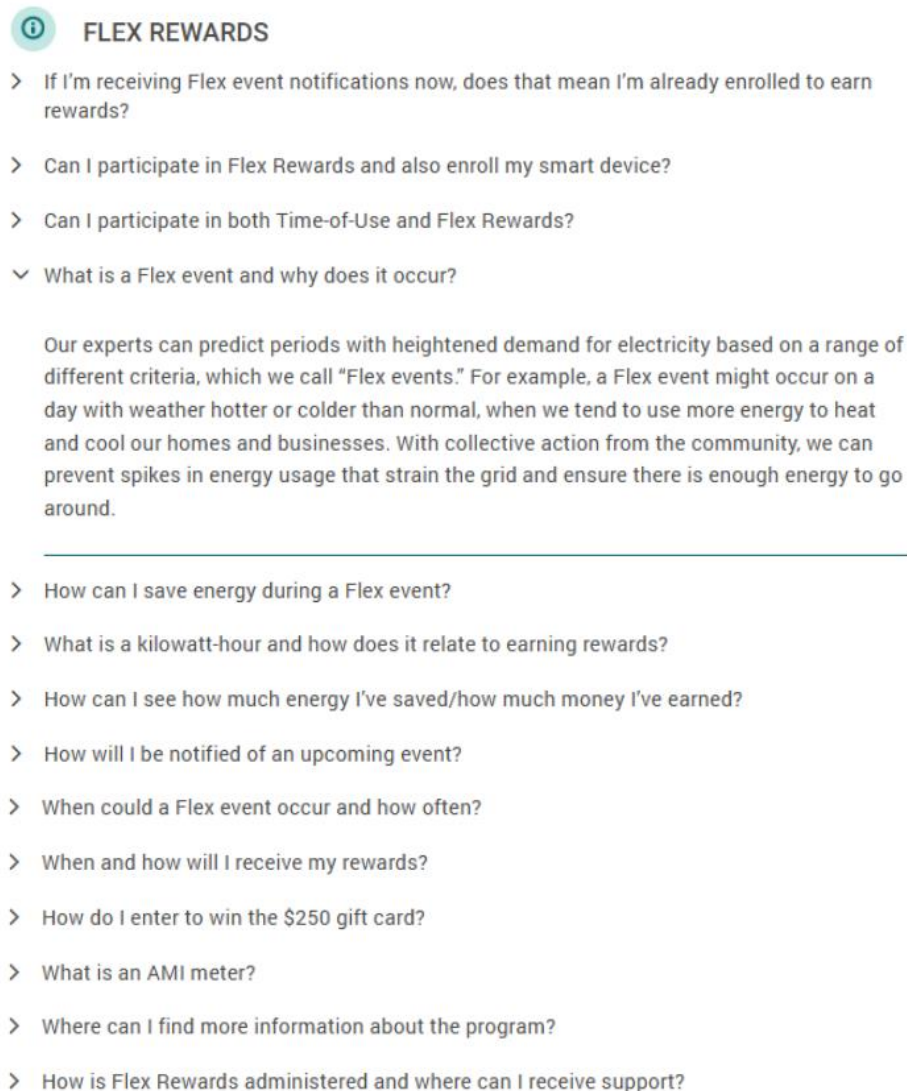


FIGURE 16: EXAMPLE FAQ WEBPAGE

Forms, Terms, and Conditions

Include a section of the website that is the home of all program related applications and agreements. These forms should be kept up to date so the public are able to fill out and submit their documents to The City. Example Terms and Conditions are included in Appendix E for reference based on forms presently in use by Puget Sound Energy.

12.5 Pairing with Residential Gas Conversion

The City has a unique opportunity to help control long term electrical system peak demands associated with the residential gas conversion program. A demand response program paired with gas conversion program incentives could reduce the potential system improvements needed in the Residential Gas Conversion sections above. If the anticipated two times increase in peak load with gas conversion is reduced with a Demand Response requirement to enroll new heat pumps and water heaters installed, a significant portion of the conversion capital investment and subsequent rate pressure on the electrical system may be reduced.

In the future as The City considers supporting their customers in converting from gas to electric, with incentives, it may be desirable to attach conditions and requirements to participate in a Demand Response program voluntarily to receive the incentives.

12.6 Anticipated BPA Regional Demand Management

The NW region and BPA are projecting generation shortfalls as the region converts to renewable electrical sources and regional gas conversions have encouraged growing electrical loads. BPA is exploring load management programs to help limit the increased regional electrical demand. A demand response pilot program was recently opened to allow BPA to gather load response results to help inform what a regional demand response program might achieve. It is anticipated that BPA may implement a regional demand response program to control both generation and transmission system demand. Such a program would likely feature peak signaling for energy reductions (generation) and for transmission system demand reductions. If such a signal was available, it would become the trigger for any The City's demand response programs. That could include thermostat programs for both general electrical customers, gas converted customers and any direct customer demand response via an AMI metering system. The pilot program provided standard conservation EEI incentives to the pilot participants. If a regional demand response program was created, it is anticipated that BPA would provide financial incentives to utilities that help BPA meet load control goals. If The City had already built the demand response infrastructure for residential peak reduction it would also be available for BPA program incentives and improve the return on investment in a Demand Response program.

13.0 VOLT & VAR INVESTIGATION

13.1 Overview

The City's electrical system is relatively compact and does not have to serve a large geographical area. This has resulted in an electrical system with short feeders from substations to customer load areas. Because of this, The City's feeders are generally capacity limited (ampacity) and don't experience large voltage drops delivering energy to customers. The system analysis shows that when capacity constraints are removed, The City's feeders have significant voltage margin above the minimum voltage planning criteria at service transformers. This makes The City system a prime candidate for energy savings and demand reduction through Conservation Voltage Regulation (CVR).

13.2 Conservation Voltage Regulation

CVR allows the system voltage regulators to reduce the supply voltage on the system at peak or critical system times. Reduced voltage lowers system electrical demand and results in energy savings for resistive customers loads and energy shifting and peak demand reduction for motor (inductive) loads.

CVR requires a control system to change the regulator setpoints to alternate levels during peak times achieving system peak demand reduction savings and customer energy savings. The key is to monitor feeder end point voltage levels to ensure that adequate service voltage is maintained for quality service. Typically, a utility SCADA system is used to control regulators and transformer load tap changer settings and monitor system performance however The City does not yet have a SCADA system. CVR can be implemented without a full SCADA system by using a central electronic controller such as an SEL RTAC unit at an operations or engineering location, broadband communication to the substation regulators and network communication to select system end point meters. An AMI system would provide robust voltage monitoring at all customer meters and may also be available for substation communications depending on the AMI system selected. It appears that broadband communications may also be installed in The City by third parties in the near future and would be available for direct communication to substations and meters. Cellular data communication is also suitable for the substation link and select end point meters if AMI or broadband is not available. An SEL RTAC, programmed by The City or a consultant, including communication interface cards, input output (IO) cards and cellular modems for end point meters can be installed with a \$40,000 budget. BPA includes CVR conservation payments and incentives under the conservation EEI program covering up to 80% of a system cost.

The amount of potential energy savings from CVR is highly variable and depends on the mix of equipment types and loads at each customer. A conservation study in conjunction with BPA EEI typical program savings data will be able to identify the potential range of energy savings available from CVR based on surveys of customer equipment types and if the savings meet cost benefit criteria. Any CVR system peak demand reductions will complement any DER program direct customer demand savings.

13.3 Conservation System Loss Reduction

BPA has a standard conservation EEI program available for electric system improvements that provide energy savings and system loss reductions. Generally, the program pays an incentive to

install larger cable or wire sizes on feeders than the standard size. The larger wire and cable results in energy kWh savings through loss reduction. There is a standard BPA EEI program methodology to calculate the potential savings, measure costs and incentives on a case-by-case basis. An example would be for the utility to install an oversized conductor, say 795 AAC instead of 336 ACSR, when planning a line rebuild and the additional cost is paid for with an incentive. Depending on the feeder loading the resulting savings may be sufficient to justify the extra cost. AMI meter data to show the actual feeder customer energy usage takes some of the assumptions and guess work out of the savings calculations and may allow The City to capture the potential savings. POWER recommends that as system improvements are planned, and additional system data becomes available, that the report suggested mitigations and improvements be evaluated for EEI loss reduction and incentives in the design and engineering process. Loss reductions can be in the range of 2% to 10%. Reduction of existing system losses depends on customer usage, feeder loading and capacity limits of existing conductors.

14.0 PLANNING CONSULTATION WITH BPA

14.1 Overview

The City is engaged with BPA under the existing service contract to plan for capacity and energy needs in the future. This section outlines the capacity planning process with BPA and summarizes forecast demand (capacity) for the 6-year (2030) period and for the 20-year (2044) period.

Recommendations are made for engaging with the BPA area engineer to plan for the projected loads and system needs identified in the study. The forecast includes potential large customers, electric vehicle charging loads, impacts of residential natural gas conversion and load changes at Central Washington University.

14.2 Joint Planning with BPA Area Engineer

Planning and Forecasting

Planning and load forecasting is divided into two separate areas within BPA, Transmission and Energy. Transmission is focused on the peak demands on the entire BPA Northwest regional system. Energy is focused on generation resource production over time including the Northwest Hydroelectric system. The Area Engineer for The City at BPA is the critical contact for planning and anticipating BPA system capacity needs for The City in coordination with neighboring utilities. BPA transmission planning engineers complete short-term and long-term load flow studies annually with contingencies to validate the reliability of the system and meet regional (WECC) and Federal (NERC/FERC) requirements.

New Load Growth Constraints

Under the existing BPA service contract, BPA meets the general load growth needs of The City. The exception is for “New Large Loads” of 10MW or more. Loads at that level require special study to determine any impacts to the transmission system with the cost of improvements or mitigations born by the utility. Typically, those costs are passed on to the large load customer. The impacts of general organic load growth occurring year over year are the responsibility of BPA Transmission along with the cost for any improvements. The forecasted large loads included in this planning study are under 10MW of demand and do not meet the “New Large Load” trigger criteria of 10aMW (87,600 MWh) in a rolling 12 month period. We recommend that The City engage with the BPA Area Engineer to incorporate the potential system growth and forecasted demands detailed in this report to be included into the BPA planning and modeling process. Typically, this is an ongoing process.

Improvements and mitigations are identified for forecasted needs annually but not budgeted and built until actual system loads and conditions are likely and firm. A consistent and ongoing dialog with BPA is critical to show when new customers or The City’s system load growth is firm to secure priority improvement funding in BPA’s capital budget. Securing The City’s large customer commitments, agreements and initial funding is essential to establish the priority in the BPA capital budget. We recommend presenting these agreements to your Area Engineer when preliminary and when final to keep them engaged. Studies of the impacts of State legislative mandates, such as residential gas conversion, that The City has already completed and that were incorporated into this plan also help demonstrate the priority of needed growth improvements. We recommend discussing these sections of the plan with your Area Engineer to demonstrate the upcoming needs for electric energy to offset the reduction of natural gas energy.

City Engagement with BPA

City staff has been engaged with BPA planning for the proposed South Ellensburg Substation. A line load feasibility study (LLFS) was completed by BPA for the proposed South Ellensburg Substation in August 2024. That substation would require a new connection to the BPA Ellensburg- Moxee #1 115kV line. Because it would be a new interconnection, The City will be responsible for the costs of the interconnection namely three switches at the interconnect point. The cost of the interconnect with BPA overhead and 50% contingency was estimated at \$1,410,127.

The study was conducted as if the interconnection was a new 28MW load triggering New Large Load requirements. At the time of the interconnection study request, the study loads were not yet available from this plan. If there was an actual 28MW of new load, voltage at area substation buses would not be sustained adequately under fault contingencies and new capacitors would be required to be installed to support voltage in the area. 25MVAR of capacitor would be adequate to correct the system impact. However, BPA identified 40MVAR would be the minimal size to support future load growth in the Ellensburg region. The cost of the capacitance was estimated at \$6,494,290 with overhead and 50% contingency for the 40 MVAR capacitors. In any scenario The City should not be responsible for costs associated with other area utility load growth and costs for capacitors greater than 25MVAR.

Note that the costs mentioned above are very preliminary and would likely be reduced as plans become more specific. The City staff are already discussing and refining those with BPA.

Joint Planning

The City should demonstrate with the load projections summarized below that there will not be 28MW of new load at the interconnection. The load on the new South Ellensburg Substation is the result of load transfers from The City's existing interconnections with BPA at Dolarway and East Ellensburg substations and no new large customer projected load meets the 10MW trigger for a new large load.

It is recommended to clarify this information with BPA and identify that The City should not be responsible for the proposed capacitor costs. We recommend that The City engage with BPA along with POWER to clarify the actual loads that are forecast and revise the interconnection plan. If BPA insists that the new interconnection is a new large load, a revised plan without the South Ellensburg Substation could be developed with service from the existing Dolarway and East Ellensburg substations at substantially less cost than the proposed BPA capacitor alternative.

This system study also proposes a new West Helena Substation to meet natural gas conversion loads if they occur. That substation will require a new interconnection with BPA since that substation would tap the existing BPA transmission line to East Ellensburg. The natural gas conversion load will be a general system load increase to all BPA points of delivery and will occur with or without a new substation interconnection.

BPA Transmission Limitations

The BPA 115kV system in the area is supported from two sources to the East of Ellensburg, Columbia 35 miles away and Midway 64 miles away. Loss of the closer source results in the worst impacts to the system resulting in nearly out of compliance low voltage at all substation buses in the area. Any area load growth from The City, Kittitas PUD and Puget Sound Energy pushes the contingency bus voltages below the compliance limits in both winter and summer. Area load growth may also result in summer line overload to the Moxee- Ellensburg #1 115kV line. BPA has a planned improvement to the Moxee – Ellensburg #1 115kV line that is scheduled for 2025 that will eliminate the line overloads for up to 28MW of load growth. The Columbia – Ellensburg 115kV line showed no contingency overloads in any scenario. **Low post contingency bus voltage will still need mitigation with the load growth applied.** The Columbia Smithson Ellensburg line has ratings of 1070A and 1250A respectively. BPA projects summer loading of 42% and 33% in 2032 with winter loading less than that. The Columbia – Ellensburg line has capacity available for 450A or 89.6MW of new load. However, post fault low voltage on the Ellensburg Substation bus will likely occur before the full capacity is reached.

MOXEE - ELLENSBURG #1 115KV LINE (AMPS)			
	WINTER	SUMMER	SUMMER 2034 CONTINGENT LOADING %
EXISTING LINE 2024	726	443	119
IMPROVED LINE 2025 (ACSR/TW PARAKEET)	NA	830	64

TABLE 21: SOUTH ELLENSBURG AREA 115 KV LINE CAPACITY

COLUMBIA SMITHSON & SMITHSON ELLENSBURG 115KV LINE (AMPS)			
	WINTER	SUMMER	SUMMER 2032 LOADING %
COLUMBIA - SMITHSON	NA	1070	42
SMITHSON - ELLENSBURG	NA	1250	33

TABLE 22: NORTH ELLENSBURG AREA 115 KV LINE CAPACITY

Included below is a flow chart of the stages of the planning process with BPA Transmission for general load growth.

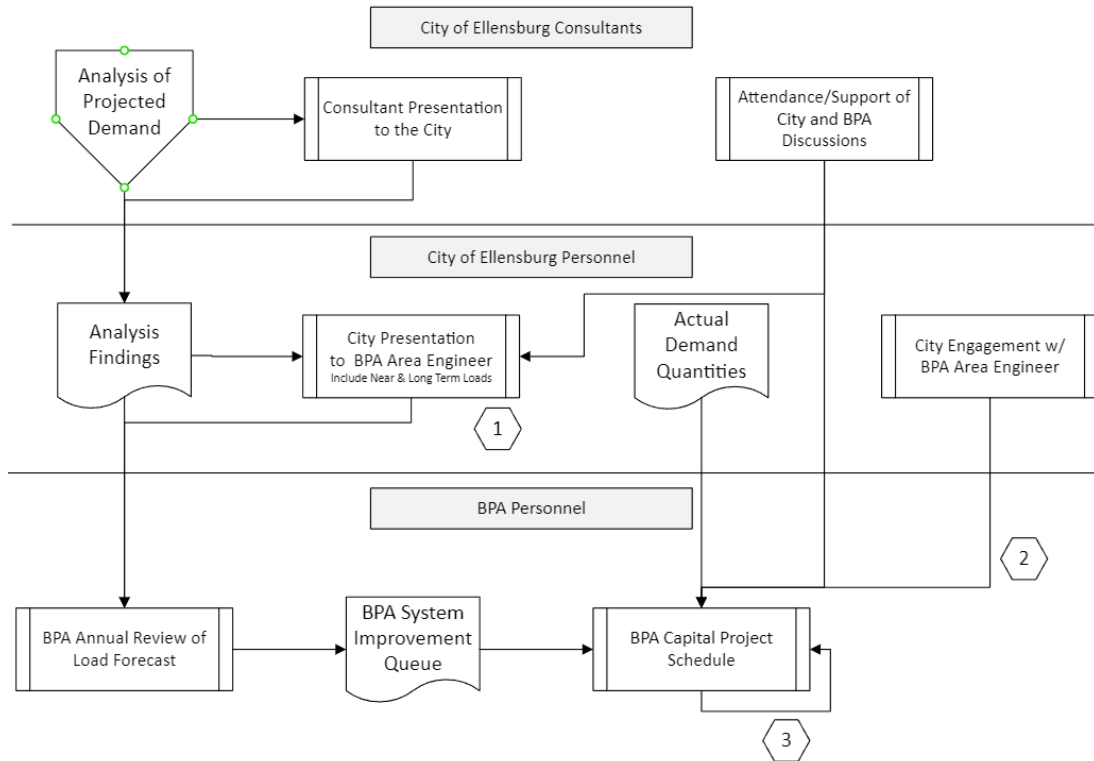


FIGURE 17: FLOW CHART OF BPA COORDINATION PROCESS

Numbered callouts are related to the following summary list of recommendations and strategies associated with the points of interaction with BPA’s Area Engineer.

1. City Presentation to BPA Area Engineer:
 - a. Share near and long term load requirements from this study with attention to Table 23 below.
 - b. Identify forecasted large loads are each under 10MW and do not meet the “New Large Load” trigger criteria.
 - c. Clarify the South Ellensburg Substation project is not new load and The City should not be responsible for the proposed capacitor costs.
 - d. Identify the new Helena Substation, to meet natural gas conversion load, would tap an existing The City’s transmission line and point of delivery. In this case, no new interconnection with BPA would be needed.
2. City Engagement with BPA Area Engineer:
 - a. Establish consistent and ongoing dialog with BPA to show load growth is firm and secure.
 - b. Present load agreements to your Area Engineer when preliminary and when final.
 - c. Provide studies showing impacts of State legislative mandates incorporated into this plan to demonstrate priority of needed growth improvements.
3. BPA Capital Project Schedule
 - a. Maintain consistent and ongoing dialog with BPA.
 - b. Identify competing projects and continue to use the strategies above in a similar manner.

14.3 Forecast of 6 Year and 20 Year System Demand

The system study incorporated a forecast of general load growth (including electric vehicle and natural gas conversion), growth inside The City's urban growth boundary and specific large load growth and changes. Table 23 below details the large load additions by year that are included in the 6-year (2030) and 20-year (2044) system. Central Washington University provided a load forecast that includes heating plant conversions from natural gas to electric, additions and changes to buildings and distributed electric vehicle charging points on campus. Public Electric Vehicle charging stations near the East and West I90 interchanges are anticipated to occur and expand within each of the 6-year and 20-year periods. This information will be central to the planning discussions with BPA and will help establish timing for any area transmission improvements.

CITY OF ELLENSBURG SUMMARY OF FORECAST LARGE LOAD ADDITIONS NON-COINCIDENT MVA							
Year	Central Washington University	Public Electric Vehicle Charging	Winco (forecast diversified demand)	System Total	MWh Historic 0.48 Annual LDF	MWh Range Minimum 0.38 Annual LDF*2	MWh Range Maximum 0.57 Annual LDF*2
2025	1.287			53.8	225,326 *1		
2026	2.540		9.1				
2027	0.629						
2028	-1.562						
2029	1.902						
2030	-0.800	6.0		75.1	314,535	251,628	377,442
2031	1.295		1.8				
2032	2.612						
2033	1.355						
2034	0.046						
2035	3.449						
2036	0.046						
2037	0.046						
2038	0.252						
2039	0.046						
2040	2.112						
2041	0.046						
2042	0.046						
2043	0.046						
2044	0.046	8.0		112.5	471,174	376,939	565,409

CITY OF ELLENSBURG SUMMARY OF FORECAST LARGE LOAD ADDITIONS NON-COINCIDENT MVA							
Year	Central Washington University	Public Electric Vehicle Charging	Winco (forecast diversified demand)	System Total	MWh Historic 0.48 Annual LDF	MWh Range Minimum 0.38 Annual LDF* ²	MWh Range Maximum 0.57 Annual LDF* ²
Total Non- Coinc. MVA	15.439	14.0	10.9				

TABLE 23: SUMMARY OF FORECAST LARGE LOAD ADDITIONS AND TOTAL SYSTEM DEMAND

*1 Actual system MWh Oct 22 to Sept 23 achieving a 0.48 Annual Load Factor

*2 +/- 20% from estimate

*The system was modeled with the large loads in this table along with the general customer load growth as discussed in Section 3.1.

14.4 Coordination with Energy Forecasts, New BPA Contracts and Regional Generation Resources

The other half of planning with BPA is on the resource (BPA Power) side. The projected system growth identified in this study will increase The City's energy requirements with BPA. Those projections are captured in an annual load forecasting(energy) process with BPA Power separate from the Transmission Area Engineer. The existing BPA contracts have a lower cost block of energy available based on the Federal Hydro Power System called TIER I. Additional energy needs above the TIER I allocation is billed at a higher TIER II rate and includes additional resources beyond the Hydro Power System. Increased energy needs will change what The City pays under the existing contract between Tier I and Tier II rates when the existing energy allocation for Tier I is exceeded. The City presently has a forecast net requirement of 25.697 aMW and 23.982 aMW available under TIER I in the BPA Fiscal Year 2025 rate period. This leaves a projected 1.715 aMW in TIER II. We recommend that The City investigate the energy impacts of the projected system growth under the existing and potential new contract alternatives. Focus the investigation on how much energy would fall in different rate tiers and the associated costs and the impact to the Cost of Service. Substantially added usage in more expensive tiers could require The City to change their retail rate energy blocks and the kWh rate in the blocks. The biggest impact to The City will be from large customer usage, so adjustments to the large commercial rates would have the most impact. Estimates of the potential MWh energy usage on the forecasted system are include in Table 23 above.

BPA is presently engaged in developing new service contracts with public power utilities in the region. The new contracts may have limits to how much load growth BPA will serve going forward and if utilities will need to acquire additional resources beyond BPA. There may be options for BPA to serve the growth or for The City to acquire its own resource to serve load growth. We recommend that the long-term plan loads forecasted in this report be assessed against the Public Power proposed BPA contract alternatives to help judge the impacts of those alternatives on The City power costs. New distributed energy resources, small community scale solar, energy storage facilities, or other alternative generation sources may be acceptable to BPA as part of the solution to upcoming service challenges.

15.0 SYSTEM MODEL SOFTWARE MIGRATION INVESTIGATION

The City is contemplating migrating to a new distribution analysis software package. POWER has been in contact with three vendors that could replace the existing Synergi package that The City currently has a single license for. Contacts on integration with other software (GIS, AMI, etc.) have been completed via telephone with the below providers. A summary of the findings includes:

Synergi

Upfront Costs:

- None other than work required to integrate with the revised GIS system for facilities and mapping and a potential upgrade or change to The City's Customer Service and Billing system. If an AMI system is adopted in the future, integration with metering and customer usage data may come from the AMI system or a meter data management system (MDMS) paired with an AMI system. Synergi indicated that the existing licensing and maintenance fees include integration support.

Annual Costs:

- \$2,250 (current costs for existing single license)

Advantages:

- The City is already familiar with software.
- Training on use is less than a new package.
- Synergi has the capabilities to meet The City's current and future requirements.

Disadvantages:

- The City has expressed frustration on the difficulty in use of the existing software. Integration with The City's other applications has been difficult despite the integration support.
- Not used as much by other public utilities as other available software in the Pacific Northwest.

Cyme

Upfront Costs:

- Load Flow & Short Circuit - \$19,300
- Protective Device Analysis - \$5,400
- Mapping Compatibility - \$2,000
- Integrate with new AMI functions - Yes

Annual Costs

- 15% annually (\$2,250)

Advantages:

- Similar to Synergi.
- Can import existing Synergi model.
- Background overlays including DWG, DXF, KMZ and GIS Shape files available
- Perhaps more powerful and useful if The City desires to do more advanced studies.

- Quite respected in the distribution industry. CYME offers many other modules such as cable ampacity modeling which is POWER's "go-to" package.
- Can be customized for AMI mapping (using EXCEL interface) for downstream visualize of low voltages or outages.
- Can be leased on a 6 month basis.

Disadvantages:

- More expensive.
- Training on new software

EDD (Electrical Distribution Design) – an NISC Engineering Module

Upfront Costs:

- Load Flow & Short Circuit – requires the full NISC Enterprise Resource Program in addition to the engineering software.
- Protective Device Analysis - requires the full NISC Enterprise Resource Program in addition to the engineering software.
- Integrate with new AMI functions - Yes

Annual Costs – Depends on total NISC ERP package implemented.

Advantages:

- Similar to Synergi.
- Compatible with The City's existing GIS system
- Advanced distribution analysis functions when paired with an AMI system. Captures real-time losses by feeder section. Loop feed analysis available.

Disadvantages:

- Requires NISC Customer Information System (CIS), Accounting, and other ERP modules.
- Not available as stand alone.
- Training on new software.
- Without AMI data, analysis capabilities similar to other modeling programs.

Milsoft

Upfront Costs:

- Load Flow, Short Circuit and Protective Device analysis - \$19,300
- The above with LandBase (GIS), Contingency and Reliability modules - \$21,000
- Integrate with new AMI functions - Yes.

Annual Costs - No cost for 5 year contract (15% or ~ \$3,150 per license)

Advantages:

- Similar to Synergi.
- Widely used industry wide and specifically Pacific Northwest and near-by utilities. POWER uses this program as our "go-to" distribution analysis software package.

- Ease of use over Synergi.
- Customer distribution transformer loading function included.
- System changes and proposed system improvements are tracked in detail and are easier to manage than in Synergi.

Disadvantages:

- Training on new software
- Integration costs for the transfer of existing data (\$10,000 expected).

APPENDIX – A

Load Growth Areas and Specific Spot Loads Applied to The System



FIGURE 18: BLACK HORSE HOUSING DEVELOPMENT SITE

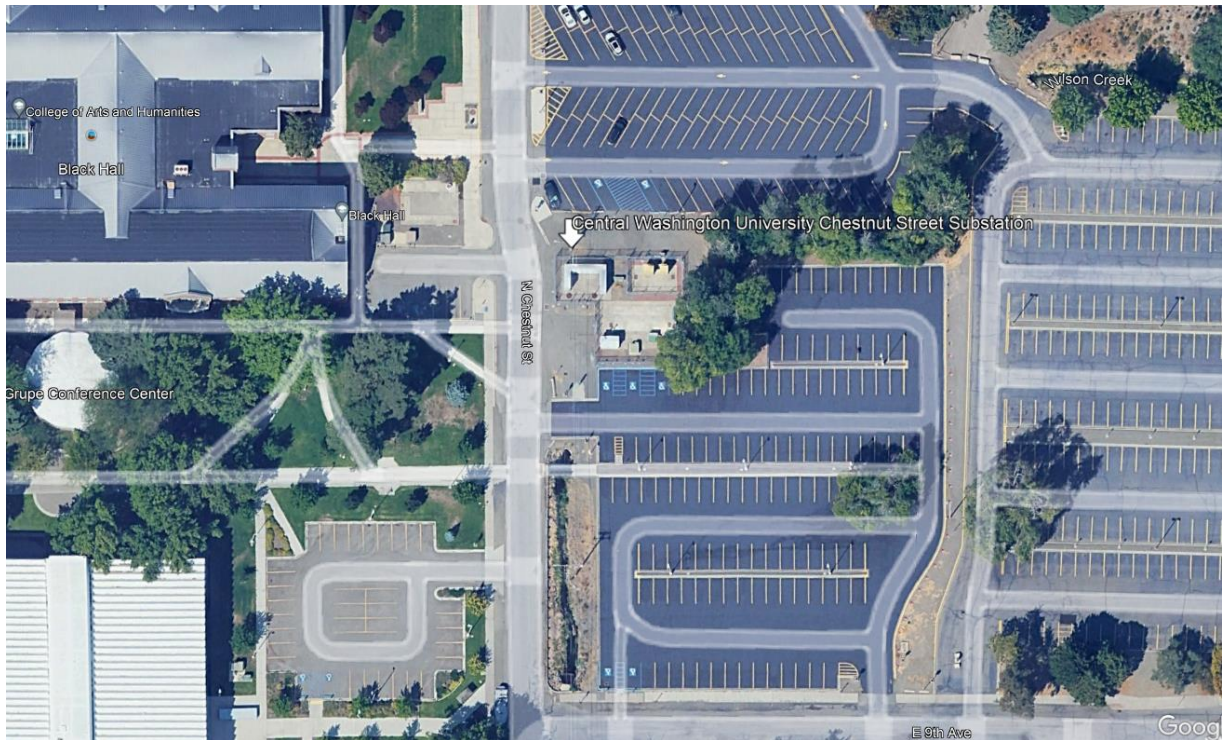


FIGURE 19: CWU'S SUBSTATION 1

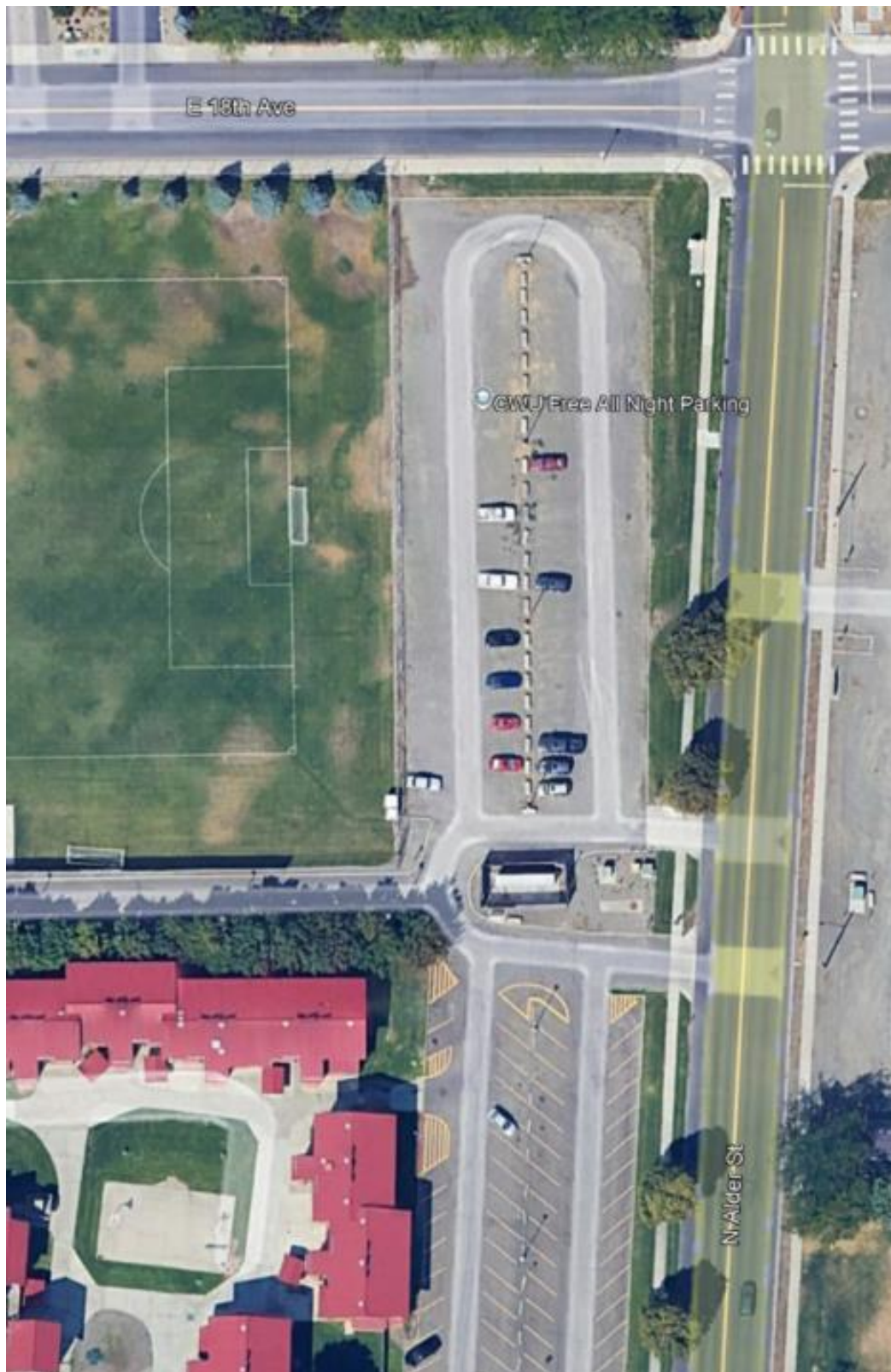


FIGURE 20: CWU'S SUBSTATION 2

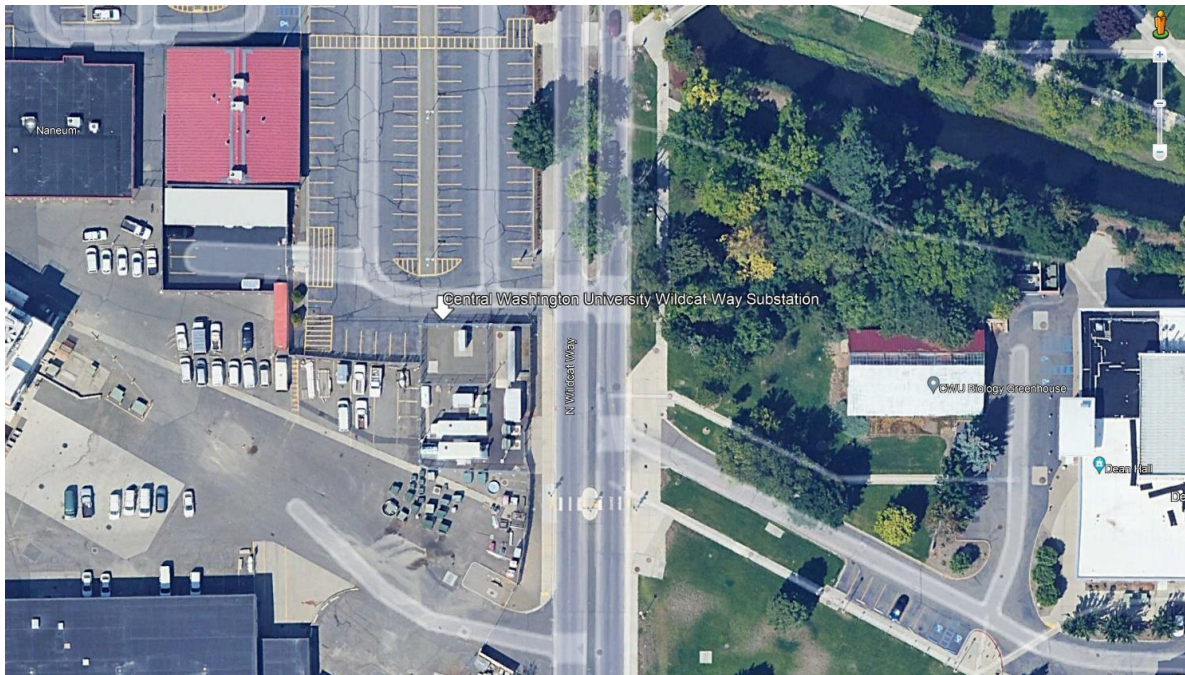
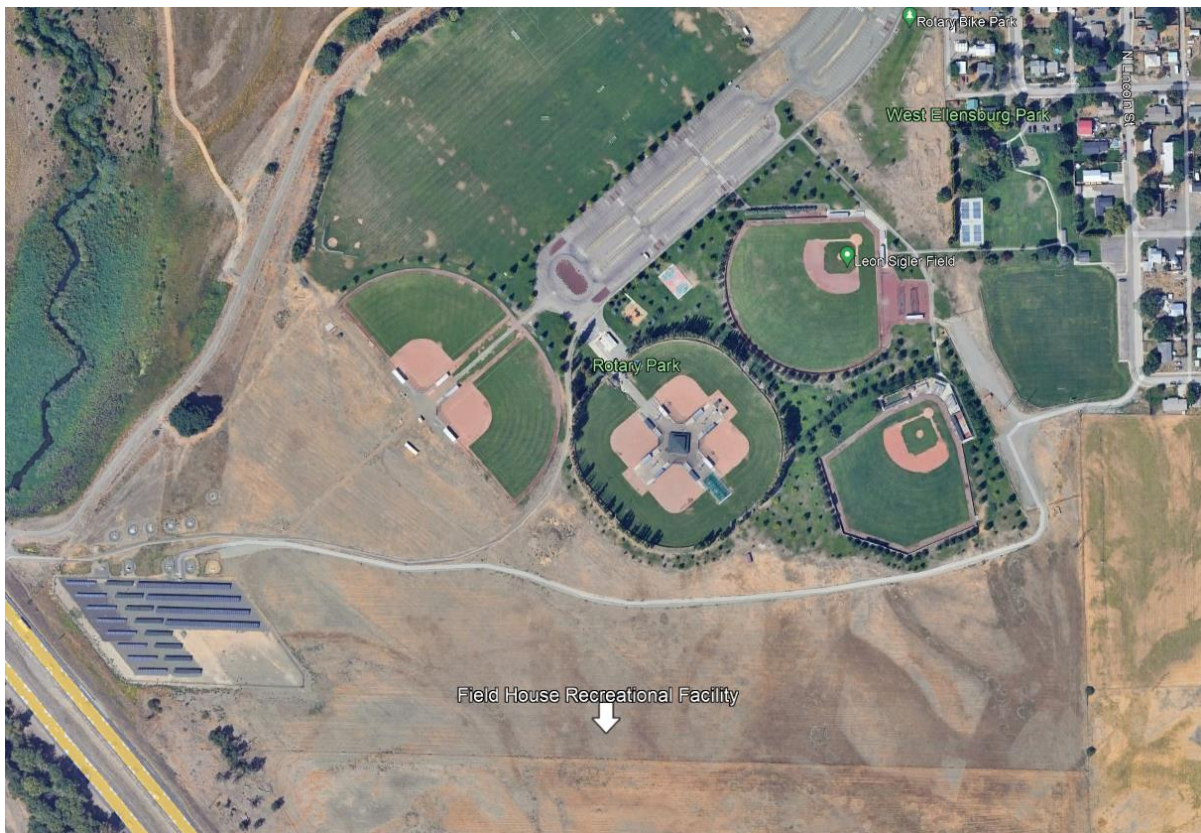
**FIGURE 21: CWU'S SUBSTATION 3****FIGURE 22: FIELD HOUSE RECREATIONAL FACILITY SITE**



FIGURE 23: EV CHARGING STATION, SOUTH I-90 INTERCHANGE SITE

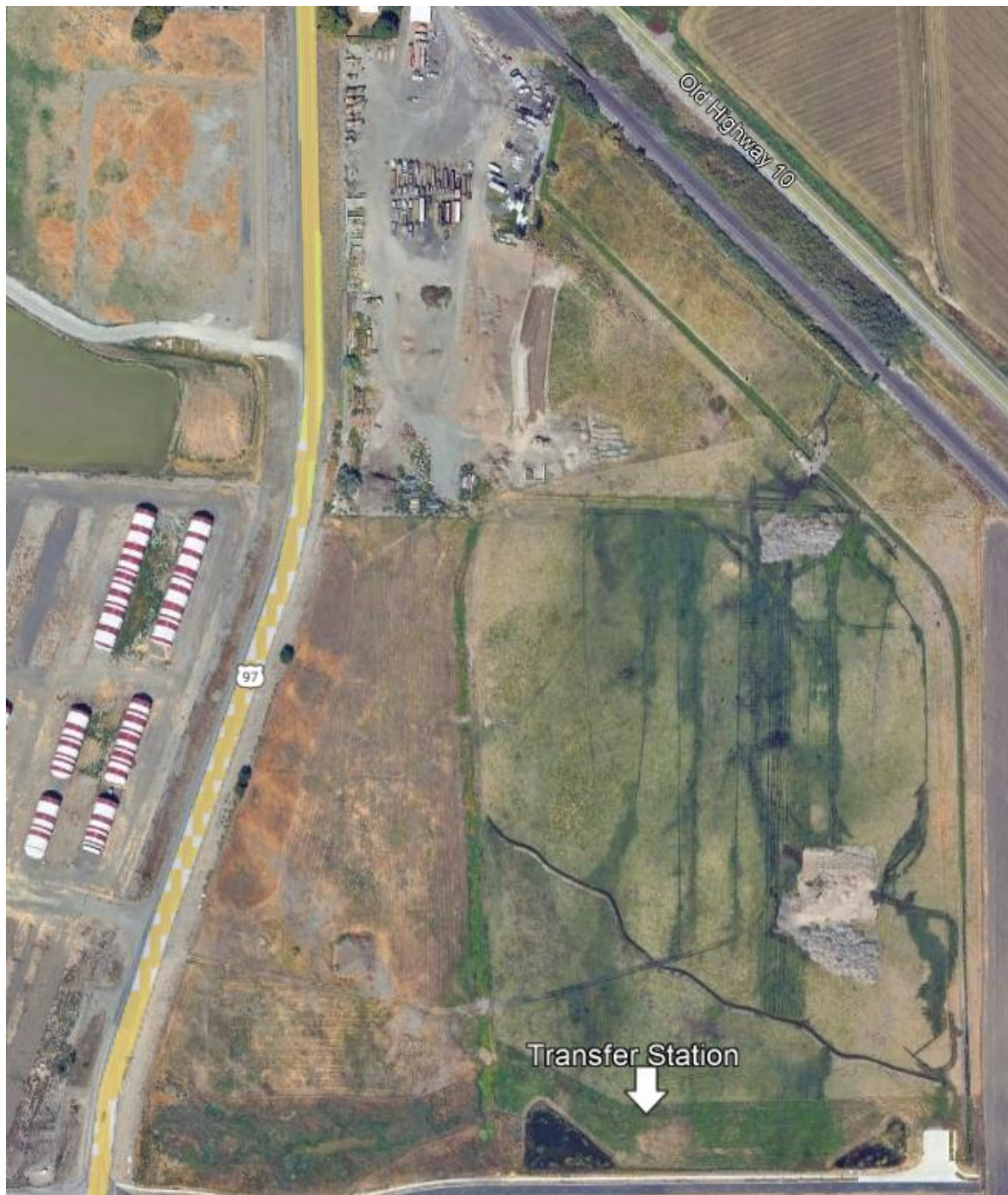


FIGURE 24: NEW TRANSFER STATION SITE



FIGURE 25: EV CHARGING STATION, WEST I-90 INTERCHANGE SITE



FIGURE 26: WINCO FOODS SITE

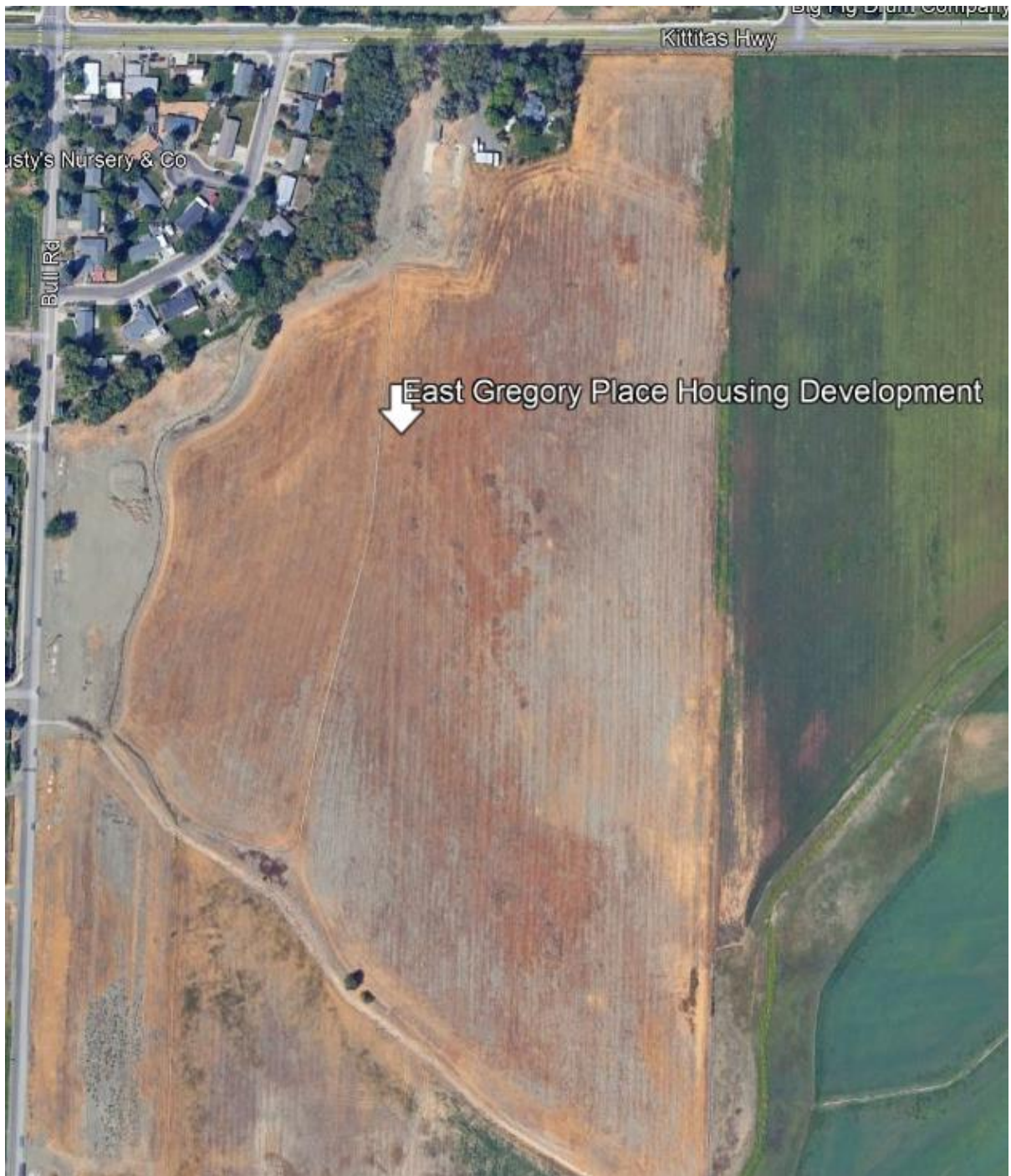


FIGURE 27: EAST GREGORY PLACE HOUSING DEVELOPMENT SITE

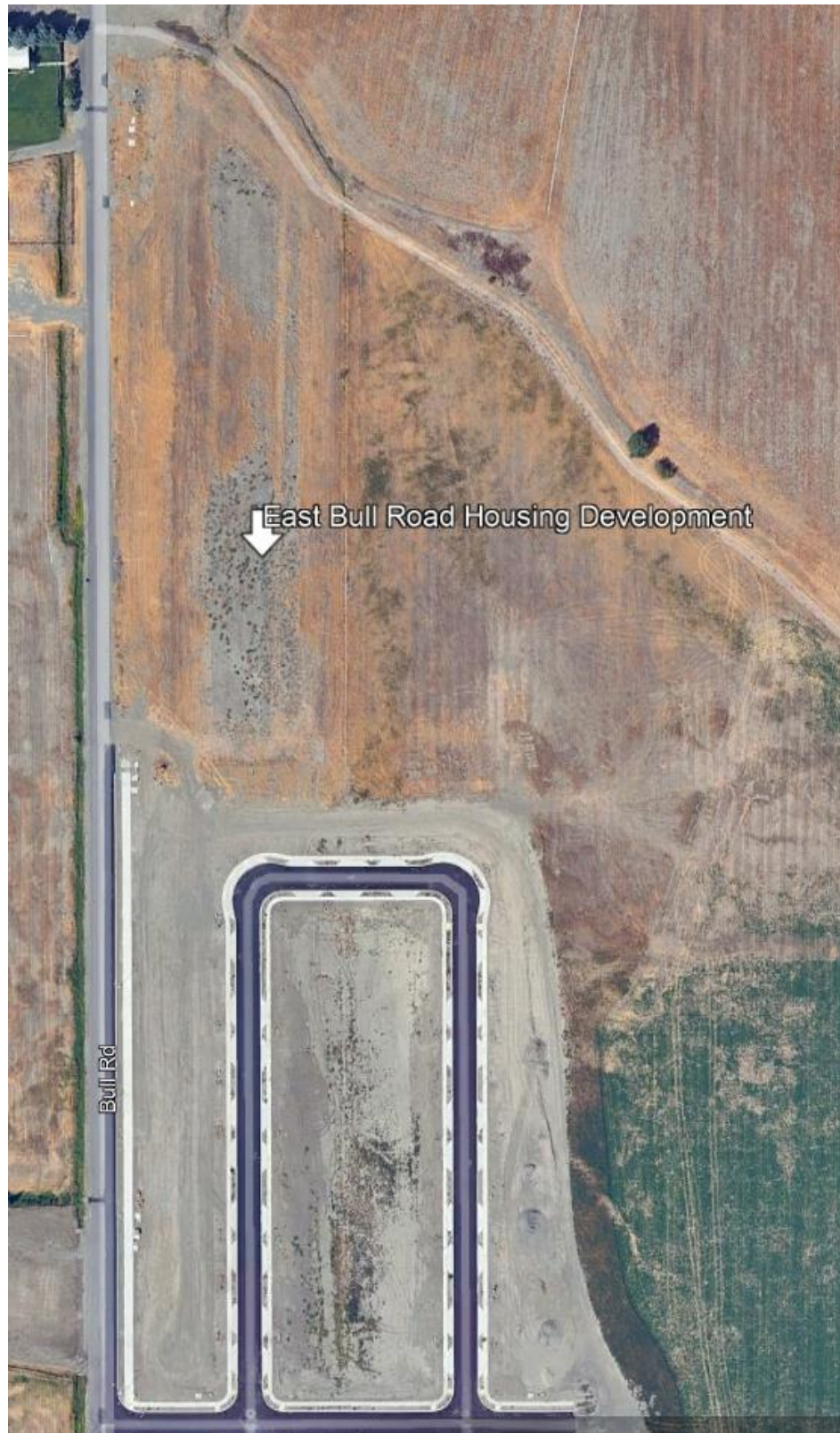


FIGURE 28: EAST BULL ROAD HOUSING DEVELOPMENT SITE

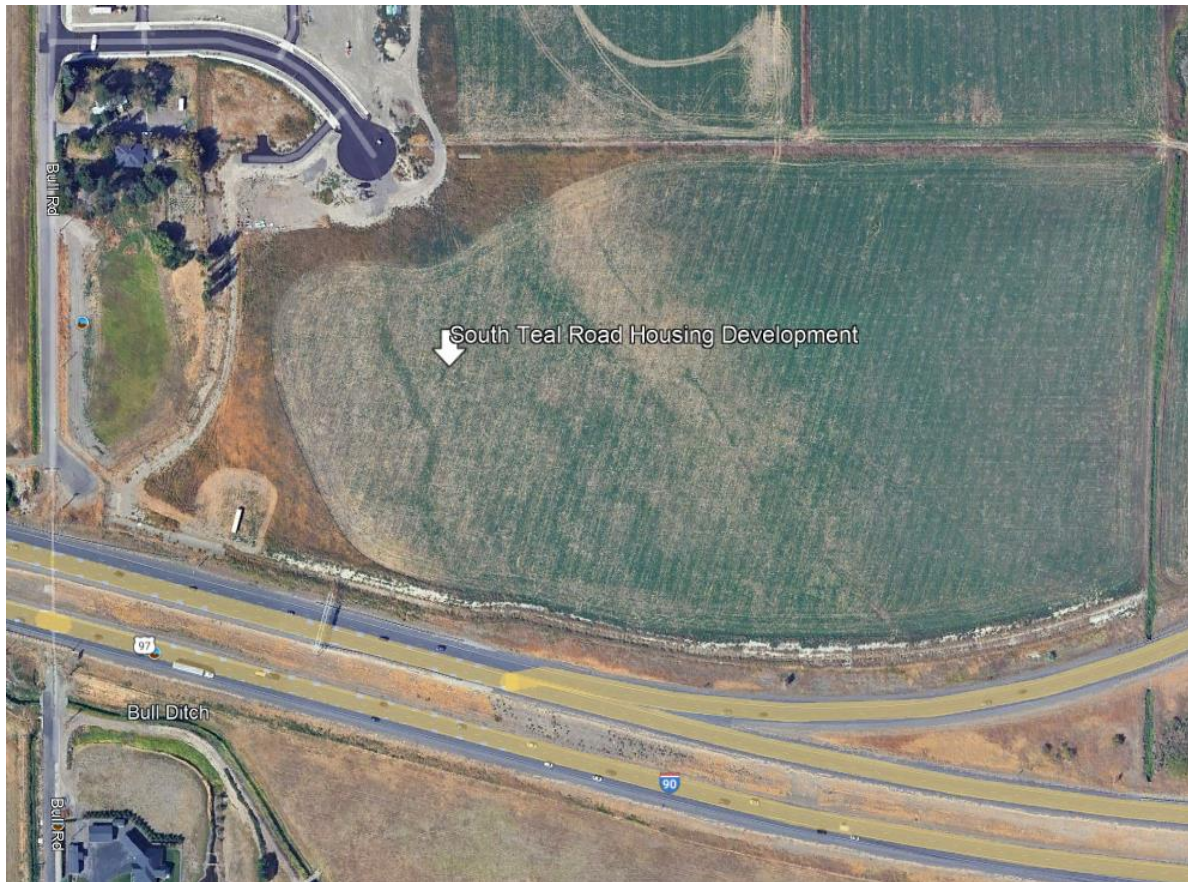


FIGURE 29: SOUTH TEAL ROAD HOUSING DEVELOPMENT SITE

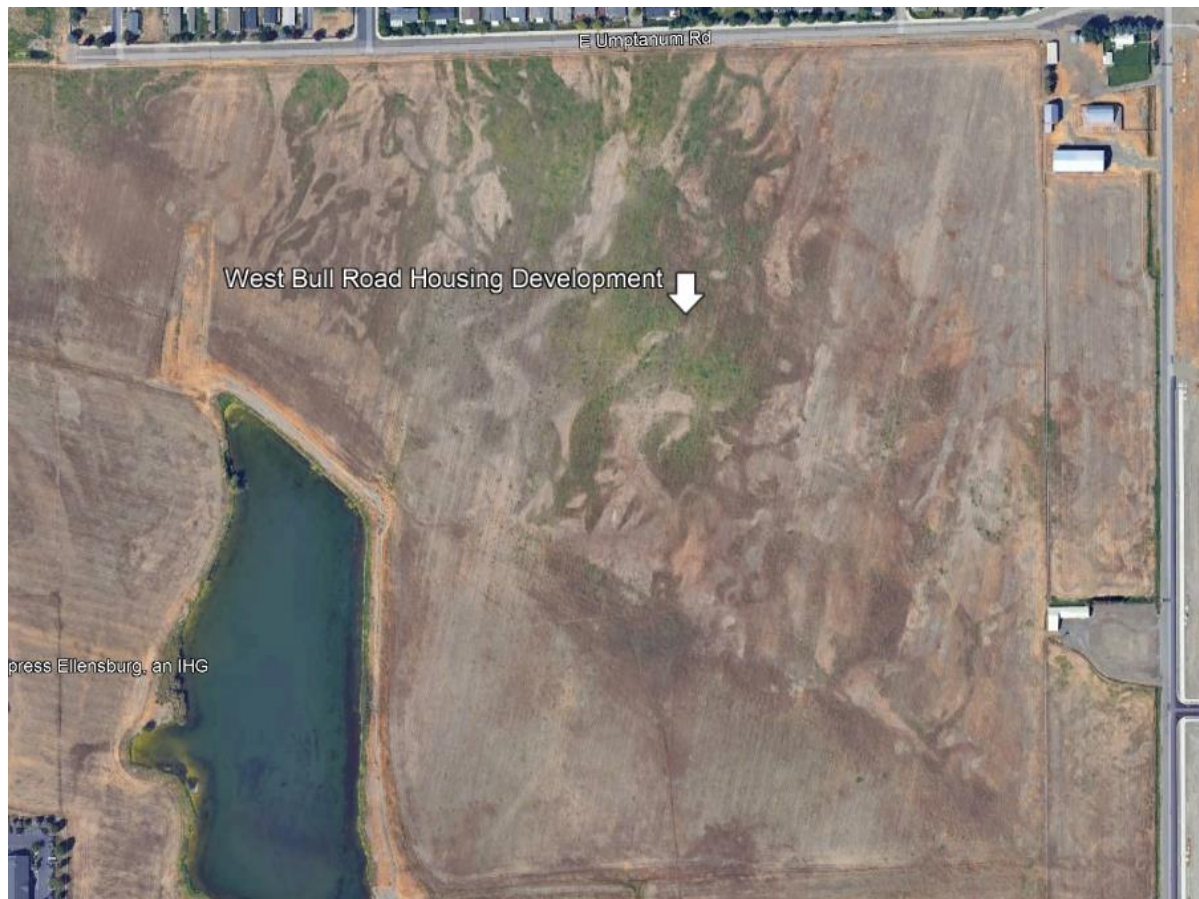


FIGURE 30: WEST BULL ROAD HOUSING DEVELOPMENT SITE

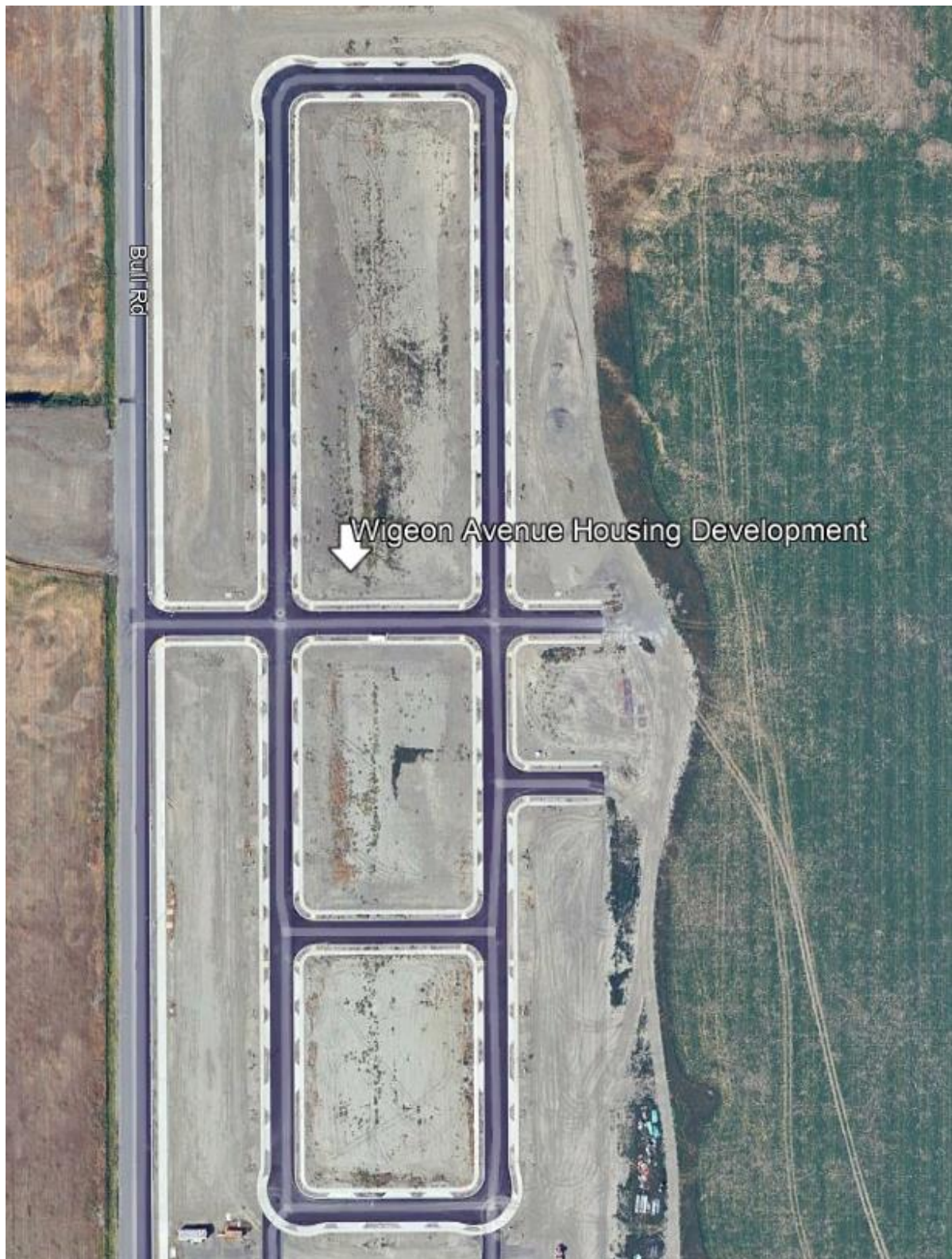


FIGURE 31: WIGEON AVENUE HOUSING DEVELOPMENT SITE

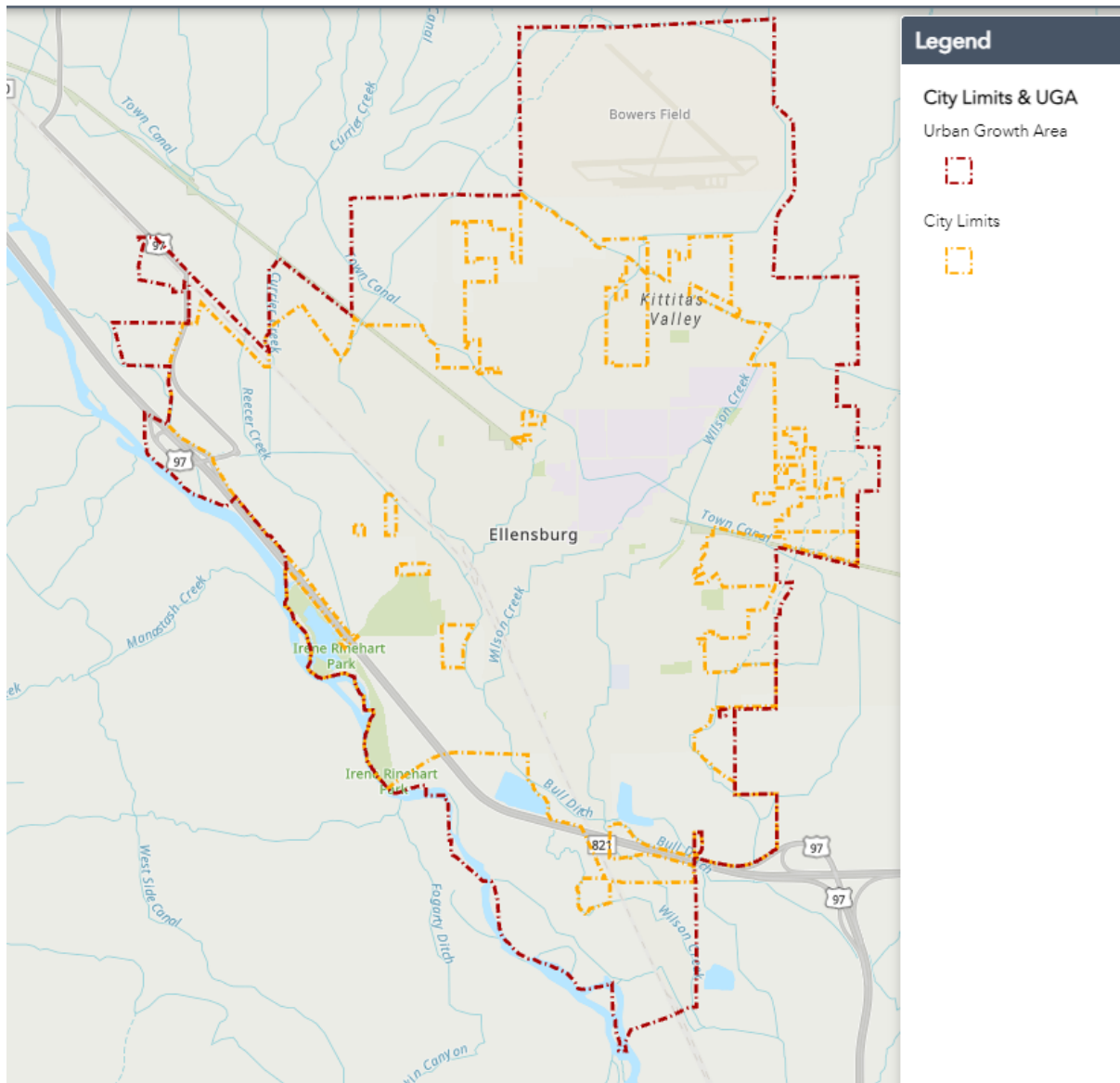


FIGURE 32: THE CITY OF ELLENSBURG URBAN GROWTH AREA BORDER

APPENDIX – B

Full List of System Improvement Recommendations

2025 SYSTEM RECOMMENDED IMPROVEMENTS				
Improvement Number	Substation - Feeder	Description	From - To	Reason For Improvement
1	Dolarway #1 -	New 33 MVA Transformer	Dolarway #1 Substation	This change is already in progress and is to improve system capacity
2	Dolarway #1 – 1	Add WN ϕ^1 N.O, add 1/0 UG conductor, move section from C $\rightarrow$ B phase	Add WN ϕ^1 N.O switch in between HRD61 and HRD63, add 1/0 UG conductor to connect HRD64 to HRT16 to move the C phase section east of the new WN ϕ^1 switch to B phase	Load imbalance of 52% downstream of distribution pole HRM02
3	East Ellensburg - 11	Move Tap Placement A $\rightarrow$ C	Distribution Poles JPD06 to JPD04	Load imbalance of 45%
4	East Ellensburg - 13	Move Tap Placement C $\rightarrow$ B	Fuse F127 at Distribution pole IQD69	Load imbalance of 65% at JQM02
5	Helena – 17	Convert single phase to three phase overhead line, in the Cascade Village area. Cost dependent on work order design	From HPV16 to Pole HPD58, convert underground to three phase From Pole HPD58 to Pole HOD23 and HOD11 to HOD06, convert overhead to three phase conduit to move existing C phase taps to A and B, leaving C phase underground connection at HOD23 to Lexus Lane N.O. HOT12. Install N.O. switch at HOD06 and install 750 MCM AL 220 mil Cable through spare empty 4" and tap to the 750 MCM AL 220 mil Cable at pull vault and intercept cables 1358C, 1357b, and 1359a on the north south run.	Load imbalance of 79% due to C phase load at Fuse F267 on Helena Ave. BPA Pole
6	Helena - 17	Move Tap Placement B $\rightarrow$ C	F255 to GNV05	Load imbalance of 58%
7	Helena - 17	Move Tap Placement A $\rightarrow$ C	Vault HNV22 to HNS13	Load imbalance of 43%
8	Helena - 17	Move Tap Placement A $\rightarrow$ C	Vault GNV07 to GNT43	Load imbalance of 43%

9	Helena – 18	Split Campus Village Apartments, Glacier Apartments, and Greenpointe Townhomes load	opening B phase 1998b conductor at IOV26 Open 3 Phase conductors 2109a, 2092c, 2091b at IOV08 Make P012 N.C. Make cable 2036b at IOV23 N.C.	Load imbalance of 43% on Feeder 18 at F292
10		Shift Load Feeder 12→Feeder 9	Open Switch S123, Close Switch S124	East Ellensburg Substation Transformer Overloading to 82%. Overloading may happen prior to 2030 depending on the decarbonization progress of CWU. See Appendix C of this report for a further breakdown of decarbonization phases
2030 SYSTEM RECOMMENDED IMPROVEMENTS				
Improvement Number	Substation - Feeder	Description	Location, From - To	Reason For Improvement
11	Dolarway #2 - 7	New 1000 MCM AL 220 mil Cable Installation	Dolarway #2 Substation – South to FQD01 – South to Winco site.	To serve Winco Foods

12	Dolarway #2 - 8	New 750 MCM AL 220 mil Cable Installation	Dolarway #2 Substation – east to FQM22 – GQM10 – GQM28 – GRM15 – Switch S030 – Run east to proposed charging station	To serve EV charging infrastructure on Dolarway #2
2044 SYSTEM RECOMMENDED IMPROVEMENTS				
Improvement Number	Substation – Feeder	Description	Location, To - From	Reason For Improvement
13	Dolarway #1 – 4	Cable Replacement 336 AAC → 795 kCM AAC	Dolarway #1 Substation – Switch S116	Conductor loaded to 139% due to EV charging infrastructure, after the load shift of improvement number 27, the conductor is still loaded to 97%

14	Dolarway #1 – 4	Cable Replacement 750 MCM→1000 MCM AL 220 mil	Switch S116 – Switch S115, Switch S114 – Switch S045	Conductor loading to 133% due to EV charging infrastructure, after the load shift of improvement number 27, the conductor is still loaded to 94%
15	East Ellensburg #2	New 33 MVA Transformer Bank	East Ellensburg Substation	To improve capacity to serve CWU decarbonization, existing East Ellensburg Substation transformer overloaded to 106%, Dolarway #1 Substation overloaded to 104%. Overloading may happen prior to 2044 depending on the decarbonization progress of CWU. See Appendix C of this report for a further breakdown of decarbonization phases

16	East Ellensburg #2 – 19	New 750 MCM AL 220 mil Cable Installation	East Ellensburg Substation – Distribution pole IPM25 – Distribution pole IPM24 – Distribution pole IPM23 – Distribution pole IPM22 – Distribution pole IPM21 – Vault IPV05 – Vault IPV05 – CWU CHESTNUT ST SWITCHYARD – Vault IPV04 – Vault IPV01 – Vault HPV19 – Vault HPV09 – Vault HPV05 – Vault HPV07 – Switch cabinet HPC03 – Vault HPV07 – Vault HPV23 – Vault HPV22 – Vault HPV21	To serve 1/4 of CWU's total load
17	East Ellensburg #2 – 20	New 750 MCM AL 220 mil Cable Installation	East Ellensburg Substation – Distribution pole IPM25 – Distribution pole IPM24 – Distribution pole IPM23 – Distribution pole IPM22 – Distribution pole IPM21 – Vault IPV05 – Vault IPV07 – CWU CHESTNUT ST SWITCHYARD	To serve 1/4 of CWU's total load
18	South Ellensburg -	New South Ellensburg Substation	SE of Berry Rd & Canyon Rd crossing	Improve system capacity, Dolarway #2 Substation loaded to 132% due to new EV infrastructure and new large customer loads
19	South Ellensburg -	New 115kV Transmission	BPA Ellensburg-Moxee #1 Transmission tap between 3/7 & 3/9 then SW of Mattoon Lake – Run SE – Run east in parallel with Berry Rd to South Ellensburg Substation site	To provide service to the new South Ellensburg Substation

20	South Ellensburg – 24	New Line Construction 795 kCM AAC	South Ellensburg Substation site – North to Berry Rd – West to connect to Distribution pole ITM02	To connect new Feeder 24 to system
21	South Ellensburg – 24	Cable Replacement 350 CU→750 MCM AL 220 mil	Vault HTV11 – Vault HTV07	Conductor loading to 103% due to EV infrastructure
22	South Ellensburg – 25	New Line Construction 336 kCM AAC	South Ellensburg Substation site – North to Berry Rd – Vault ITV03	To connect new Feeder 25 to system
23	South Ellensburg – 25	New #1/0 AL URD 220 mil Cable Installation	ITV03 - East to Bull Rd – N to connect into system at Vault JTV10	To connect new Feeder 25 to system
24		Shift EV Load Feeder 8→South Ellensburg Substation	Dependent on new Feeder design	Dolarway #2 Transformer Overloading due to second phase loading of EV infrastructure
25		Shift Load Feeder 13→Feeder 25	Dependent on new Feeder design	To evenly distribute load to new South Ellensburg Substation, from East Ellensburg
26		Shift Load Feeder 9→Feeder 19 and Feeder 22	Dependent on new Feeder design	Dolarway #2 Substation transformer Overloading due to part of the CWU decarbonization load
27		Shift Load Feeder 4→Feeder 6	Open switch S055, Close switch S139	Dolarway #1 Transformer overloading due to second phase loading of EV infrastructure

28		Shift Load Feeder 1→Feeder 24	Dependent on new Feeder design	Dolarway #2 Substation Transformer Overloading due to second phase EV infrastructure. Since Feeder 24 is fed into the existing overhead infrastructure of Feeder 1, the design of Feeder 8 will need to be able to support switching to Feeder 1 near the new south EV infrastructure.
29		Shift Load Feeder 12→Feeder 20 and Feeder 21	Open Switch S063 and shift college load to newly constructed Feeders	East Ellensburg Substation Transformer Overloading due to the CWU decarbonization load

¹ Designates Will Not Phase

APPENDIX – C

Decarbonization of Central Washington University

Overview

The decarbonization of CWU was outlined by a separate contractor, Mckinstry. Each phase was modeled in Synergi electric against existing, 2025, 2030, and 2044 models without residential gas or EV conversion load growth multipliers. Total load growth by 2044 was calculated to be 15,751 kVA.

Phase 1 – 2025

In 2025 1,287 kVA was added to Central Washington University's Load. This loading was already included in the 2025 system in Section 4.4. Substation Transformer loading for this year is as follows:

- Dolarway #1 Substation – 56%
- Dolarway #2 Substation – 21%
- East Ellensburg Substation – 82%
- Helena Substation – 38%

Since East Ellensburg Substation is exceeding 80%, it is suggested that improvement number 10 is initiated. After this improvement, Substation transformer loading is as follows:

- Dolarway #1 Substation – 56%
- Dolarway #2 Substation – 32%
- East Ellensburg Substation – 63%
- Helena Substation – 38%

Phase 2 – 2027

In 2027 3,169 kVA was added to Central Washington Universities Load. Applying this additional load to the 2025 system in section 4.4. Substation Transformer loading for this year is as follows:

- Dolarway #1 Substation – 56%
- Dolarway #2 Substation – 33%
- East Ellensburg Substation – 76%
- Helena Substation – 38%

Phase 3 – 2030

In 2030 there will be a decline growth of -461 kVA to Central Washington University's Load. This is due to the predicted decommissioning of electrical load. This loading was already included in the 2030 system in section 5.4. Substation Transformer loading for this year is as follows:

- Dolarway #1 Substation – 68%
- Dolarway #2 Substation – 70%
- East Ellensburg Substation – 78%
- Helena Substation – 38%

Phase 4 – 2033

In 2033 5,262 kVA was added to Central Washington University's Load. Applying this additional load to the 2030 system in section 5.4. Substation Transformer loading for this year is as follows:

- Dolarway #1 Substation – 68%
- Dolarway #2 Substation – 77%

- East Ellensburg Substation – 93%
- Helena Substation – 38%

Since East Ellensburg Substation is exceeding 80%, it is suggested that improvement numbers 16 and 17 are initiated. After this improvement, Substation transformer loading is as follows:

- Dolarway #1 Substation – 68%
- Dolarway #2 Substation – 56%
- East Ellensburg Substation – 63%
- East Ellensburg #2 Substation – 40%
- Helena Substation – 38%

Phase 5 – 2036

In 2036 3,542 kVA was added to Central Washington University's Load. Applying this additional load to the 2030 system in section 5.4. substation transformer loading for this year is as follows:

- Dolarway #1 Substation – 68%
- Dolarway #2 Substation – 56%
- East Ellensburg Substation – 67%
- East Ellensburg #2 Substation – 49%
- Helena Substation – 38%

Phase 6 – 2039

In 2039 344 kVA was added to Central Washington University's Load. Applying this additional load to the 2030 system in section 5.4. Substation Transformer loading for this year is as follows:

- Dolarway #1 Substation – 68%
- Dolarway #2 Substation – 56%
- East Ellensburg Substation – 67%
- East Ellensburg #2 – 49%
- Helena Substation – 38%

Phase 7 – 2044

In 2044 2,296 kVA was added to Central Washington University's Load. Applying this additional load to the 2044 system in section 6.4. Substation Transformer loading for this year is as follows:

- Dolarway #1 Substation – 79%
- Dolarway #2 Substation – 65%
- East Ellensburg Substation – 73%
- East Ellensburg #2 Substation – 55%
- Helena Substation – 49%
- South Ellensburg – 35%

Contingency Overview

This section will outline different loading allocation possibilities to different distribution points throughout CWU's system.

Sub 1

If all of the college load was fed through Sub 1 of CWU's system The City's substation loading levels would be:

- Phase 1 2025 if Substation 1 is fed through the East Ellensburg Substation:
 - Dolarway #1 Substation – 56%
 - Dolarway #2 Substation – 21%
 - East Ellensburg Substation – 82%
 - Helena Substation – 38%

Although the planning criteria allows transformers to be loaded to 108%, it is suggested to shift load from East Ellensburg to other substations to preserve equipment life.

- Phase 1 2025 if Substation 1 is fed through the Dolarway #2 Substation:
 - Dolarway #1 Substation – 56%
 - Dolarway #2 Substation – 44%
 - East Ellensburg Substation – 46%
 - Helena Substation – 38%
- Phase 2 2027 if Substation 1 is fed through the East Ellensburg Substation:
 - Dolarway #1 Substation – 56%
 - Dolarway #2 Substation – 21%
 - East Ellensburg Substation – 98%
 - Helena Substation – 38%

In this case the 336 AAC line and the 750 MCM cable along East Ellensburg Feeder 12 will be loaded to over 100% it is suggested that in this configuration that the line be upgraded to 795 ACSR and 1000 MCM. This will bring both conductor types to under 100%, however the 1000MCM cable will still be loaded to over 80%. It is recommended to monitor CWU decarbonization progress and loading if this configuration is put in place. Although the planning criteria allows transformers to be loaded to 108%, it is suggested to shift load from East Ellensburg to other substations to preserve equipment life.

- Phase 2 2027 if Substation 1 is fed through the Dolarway #2 Substation:
 - Dolarway #1 Substation – 56%
 - Dolarway #2 Substation – 53%
 - East Ellensburg Substation – 46%
 - Helena Substation – 38%

In this case the 336 AAC line and the 1000 MCM cable along Dolarway #2 Feeder 9 will be loaded to over 80% it is suggested that in this configuration that the line be upgraded to 795 ACSR. It is recommended to monitor CWU decarbonization progress and loading if this configuration is put in place.

- Phase 3 2030 if Substation 1 is fed through the East Ellensburg Substation:
 - Dolarway #1 Substation – 68%
 - Dolarway #2 Substation – 56%
 - East Ellensburg Substation – 100%
 - Helena Substation – 38%

In this case, along East Ellensburg Feeder 12, the 750 MCM cable will be overloaded and the 336 AAC conductor will be loaded to over 80%. It is still recommended to upgrade both to prevent the overloading of equipment. It is recommended to monitor CWU decarbonization progress and loading if this configuration is put in place. Although the planning criteria allows transformers to be loaded to 108%, it is suggested to shift load from East Ellensburg to other substations to preserve equipment life.

- Phase 3 2030 if Substation 1 is fed through the Dolarway #2 Substation:
 - Dolarway #1 Substation – 68%
 - Dolarway #2 Substation – 90%
 - East Ellensburg Substation – 49%
 - Helena Substation – 38%

In this case, along Dolarway #2 Feeder 9, the 750 MCM cable will be overloaded and the 336 AAC conductor will be loaded to over 80%. It is still recommended to upgrade both to prevent the overloading of equipment. It is recommended to monitor CWU decarbonization progress and loading if this configuration is put in place. Although the planning criteria allows transformers to be loaded to 108%, it is suggested to shift load from Dolarway #2 to other substations to preserve equipment life.

- Phase 4 2033:
 - Dolarway #1 Substation – 68%
 - Dolarway #2 Substation – 56%
 - East Ellensburg Substation – 49%
 - East Ellensburg #2 – 54%
 - Helena Substation – 38%

In this case it shows that if the college is fed through Sub 1 exclusively through a single feeder the entire route would experience about 791A of current. The proposed cable for East Ellensburg #2 Feeder 20 is 750 MCM, this configuration would load the cable to 154%. If the cable was 1000 MCM it would be loaded to 141%. This should be taken into consideration with the design of East Ellensburg #2 substation. It is recommended that if this configuration is put into place that it is done at non-peak times to preserve equipment or to design the new system to feed the college through multiple feeders at Sub 1.

- Phase 5 2036:
 - Dolarway #1 Substation – 68%
 - Dolarway #2 Substation – 56%
 - East Ellensburg Substation – 49%
 - East Ellensburg #2 – 65%
 - Helena Substation – 38%

In this case it shows that if the college is fed through Sub 1 exclusively through a single feeder the entire route would experience about 999A of current. The proposed cable for East Ellensburg #2 Feeder 20 is 750 MCM, this configuration would load the cable to 192%. If the cable was 1000 MCM it would be loaded to 175%. This should be taken into consideration with the design of East Ellensburg #2 substation. It is recommended that if this configuration is put into place that it is done at non-peak times to preserve equipment or to design the new system to feed the college through multiple feeders at Sub 1.

- Phase 6 2039:
 - Dolarway #1 Substation – 68%
 - Dolarway #2 Substation – 56%
 - East Ellensburg Substation – 49%
 - East Ellensburg #2 – 70%
 - Helena Substation – 38%
- Phase 7 2044:
 - Dolarway #1 Substation – 79%
 - Dolarway #2 Substation – 65%
 - East Ellensburg Substation – 53%
 - East Ellensburg #2 – 71%
 - Helena Substation – 49%
 - South Ellensburg Substation – 35%

Sub 2

If all of the college load was fed through Sub 2 of CWU's system The City's substation loading levels would be:

- Phase 1 2025:
 - Dolarway #1 Substation – 56%
 - Dolarway #2 Substation – 21%
 - East Ellensburg Substation – 82%
 - Helena Substation – 38%

If the entire college load is fed through Sub 2, the 350 MCM that runs from IOC02 to IOC04 will be overloaded to 114%. The 336 AAC for East Ellensburg Feeder 11 will be loaded to 95%. It is recommended that this conductor be upgraded, or that this configuration is not ran at peak times to prevent conductor over loading.

- Phase 2 2027:
 - Dolarway #1 Substation – 56%
 - Dolarway #2 Substation – 21%
 - East Ellensburg Substation – 98%
 - Helena Substation – 38%

At this phase, if the entire college load is fed through Sub 2, the 336AAC for East Ellensburg Feeder 11 will be loaded to 102%, the 750 MCM AL will be loaded to 104%. The 1000 MCM AL getaway for East Ellensburg Feeder 11 will be loaded to 117%. It is recommended that this conductor be upgraded, or that this configuration is not ran at peak times to prevent conductor overloading.

- Phase 3 2030:
 - Dolarway #1 Substation – 68%
 - Dolarway #2 Substation – 56%
 - East Ellensburg Substation – 100%
 - Helena Substation – 38%

At this phase, if the entire college load is fed through Sub 2, the East Ellensburg Substation will be loaded to 100%. Although the planning criteria permits transformer loading to 108%, it is recommended to shift load elsewhere, or that this configuration is not ran at peak times.

- Phase 4 2033:
 - Dolarway #1 Substation – 68%
 - Dolarway #2 Substation – 56%
 - East Ellensburg Substation – 126%
 - East Ellensburg #2 Substation – 0%
 - Helena Substation – 38%
- Phase 5 2036:
 - Dolarway #1 Substation – 68%
 - Dolarway #2 Substation – 56%
 - East Ellensburg Substation – 145%
 - East Ellensburg #2 Substation – 0%
 - Helena Substation – 38%
- Phase 6 2039:
 - Dolarway #1 Substation – 68%
 - Dolarway #2 Substation – 56%
 - East Ellensburg Substation – 147%
 - East Ellensburg #2 Substation – 0%
 - Helena Substation – 38%
- Phase 7 2044:
 - Dolarway #1 Substation – 79%
 - Dolarway #2 Substation – 65%
 - East Ellensburg Substation – 165%
 - East Ellensburg #2 Substation – 0%
 - Helena Substation – 49%
 - South Ellensburg Substation – 35%

For this configuration it is recommended that a spare Feeder be built out of East Ellensburg #2 to serve Sub 2 and take load from the East Ellensburg Substation transformer.

Sub 3

If all of the college load was fed through Sub 3 the results would be the same as Sub 1 above due to the fact that both Substation 1 and Substation 3 share the same path.

Sub 1 and 2

If the college load was fed equally between Sub 1 and Sub 2 of CWU's system, The City's substation loading levels would be:

- Phase 1 2025 if Substation 1 is fed through the East Ellensburg Substation:
 - Dolarway #1 Substation – 56%
 - Dolarway #2 Substation – 21%
 - East Ellensburg Substation – 82%
 - Helena Substation – 38%
- Phase 1 2025 if Substation 1 is fed through the Dolarway #2 Substation:
 - Dolarway #1 Substation – 56%
 - Dolarway #2 Substation – 32%
 - East Ellensburg Substation – 64%
 - Helena Substation – 38%
- Phase 2 2027 if Substation 1 is fed through the East Ellensburg Substation:
 - Dolarway #1 Substation – 56%
 - Dolarway #2 Substation – 21%
 - East Ellensburg Substation – 97%
 - Helena Substation – 38%
- Phase 2 2027 if Substation 1 is fed through the Dolarway #2 Substation:
 - Dolarway #1 Substation – 56%
 - Dolarway #2 Substation – 36%
 - East Ellensburg Substation – 72%
 - Helena Substation – 38%
- Phase 3 2030 if Substation 1 is fed through the East Ellensburg Substation:
 - Dolarway #1 Substation – 68%
 - Dolarway #2 Substation – 56%
 - East Ellensburg Substation – 99%
 - Helena Substation – 38%
- Phase 3 2030 if Substation 1 is fed through the Dolarway #2 Substation:
 - Dolarway #1 Substation – 68%
 - Dolarway #2 Substation – 71%
 - East Ellensburg Substation – 75%
 - Helena Substation – 38%
- Phase 4 2033 if Substation 1 is fed through the East Ellensburg Substation:
 - Dolarway #1 Substation – 68%
 - Dolarway #2 Substation – 56%
 - East Ellensburg Substation – 86%
 - East Ellensburg #2 Substation – 26%
 - Helena Substation – 38%

In this configuration the 350 MCM that runs from IOC02 to IOC04 will be overloaded to 113%. The 1000 MCM AL getaway for East Ellensburg's Feeder 11 will be loaded to 90%. The 336 AAC conductor for Feeder 11 will be loaded to 95%. It is recommended to shift load off of Feeder 11, upgrade conductors, or not run this configuration at peak loading times.

- Phase 4 2033 if Substation 1 is fed through the Dolarway #2 Substation:
 - Dolarway #1 Substation – 68%
 - Dolarway #2 Substation – 56%
 - East Ellensburg Substation – 88%
 - East Ellensburg #2 Substation – 21%
 - Helena Substation – 38%

In this configuration the 350 MCM that runs from IOC02 to IOC04 will be overloaded to 113%. The 1000 MCM AL getaway for East Ellensburg's Feeder 11 will be loaded to 90%. The 336 AAC conductor for Feeder 11 will be loaded to 95%. It is recommended to shift load off of Feeder 11, upgrade conductors, or not run this configuration at peak loading times.

- Phase 5 2036 if Substation 1 is fed through the East Ellensburg Substation:
 - Dolarway #1 Substation – 68%
 - Dolarway #2 Substation – 56%
 - East Ellensburg Substation – 95%
 - East Ellensburg #2 Substation – 31%
 - Helena Substation – 38%

In this configuration the 1000 MCM AL getaway for East Ellensburg's Feeder 11 will be loaded to 105%. The 336 AAC conductor for Feeder 11 will be loaded to 111%. The 750 MCM AL cable that runs from IOM15 to S111 will be loaded to 91%. East Ellensburg's Feeder 11 1000 MCM AL that runs from IPM20 to IPM19 is loaded to 87%. East Ellensburg #2 Feeder 20 has a recommended getaway of 1000 MCM AL, in this configuration it is loaded to 84%. It is recommended to shift load off of Feeder 11, upgrade conductors, or not run this configuration at peak loading times.

- Phase 5 2036 if Substation 1 is fed through the Dolarway #2 Substation:
 - Dolarway #1 Substation – 68%
 - Dolarway #2 Substation – 56%
 - East Ellensburg Substation – 97%
 - East Ellensburg #2 Substation – 29%
 - Helena Substation – 38%

In this configuration the 1000 MCM AL getaway for East Ellensburg's Feeder 11 will be loaded to 105%. The 336 AAC conductor for Feeder 11 will be loaded to 111%. The 750 MCM AL cable that runs from IOM15 to S111 will be loaded to 91%. East Ellensburg's Feeder 11 1000 MCM AL that runs from IPM20 to IPM19 is loaded to 87%. East Ellensburg #2 Feeder 20 has a recommended getaway of 1000 MCM AL, in this configuration it is loaded to 84%. It is recommended to shift load off of Feeder 11, upgrade conductors, or not run this configuration at peak loading times.

- Phase 6 2039 if Substation 1 is fed through the East Ellensburg Substation:
 - Dolarway #1 Substation – 68%
 - Dolarway #2 Substation – 56%

- East Ellensburg Substation – 95%
- East Ellensburg #2 Substation – 30%
- Helena Substation – 38%

In this configuration East Ellensburg's Feeder 11 1000 MCM AL that runs from IPM20 to IPM19 is loaded to 87%. The 750 MCM AL cable that runs from IOM15 to S111 will be loaded to 93%. East Ellensburg #2 Feeder 20 has a recommended getaway of 1000 MCM AL, in this configuration it is loaded to 85%. It is recommended to shift load off of Feeder 11, upgrade conductors, or not run this configuration at peak loading times.

- Phase 6 2039 if Substation 1 is fed through the Dolarway #2 Substation:
 - Dolarway #1 Substation – 68%
 - Dolarway #2 Substation – 56%
 - East Ellensburg Substation – 98%
 - East Ellensburg #2 Substation – 29%
 - Helena Substation – 38%

In this configuration East Ellensburg's Feeder 11 1000 MCM AL that runs from IPM20 to IPM19 is loaded to 87%. The 750 MCM AL cable that runs from IOM15 to S111 will be loaded to 93%. East Ellensburg #2 Feeder 20 has a recommended getaway of 1000 MCM AL, in this configuration it is loaded to 85%. It is recommended to shift load off of Feeder 11, upgrade conductors, or not run this configuration at peak loading times.

- Phase 7 2044 if Substation 1 is fed through the East Ellensburg Substation:
 - Dolarway #1 Substation – 79%
 - Dolarway #2 Substation – 65%
 - East Ellensburg Substation – 105%
 - East Ellensburg #2 Substation – 34%
 - Helena Substation – 49%
 - South Ellensburg Substation – 35%

In this configuration East Ellensburg's Feeder 11 1000 MCM AL that runs from IPM20 to IPM19 is loaded to 95%. The 750 MCM AL cable that runs from IOM15 to S111 will be loaded to 103%. East Ellensburg #2 Feeder 20 has a recommended getaway of 1000 MCM AL, in this configuration it is loaded to 93%.

- Phase 7 2044 if Substation 1 is fed through the Dolarway #2 Substation:
 - Dolarway #1 Substation – 79%
 - Dolarway #2 Substation – 65%
 - East Ellensburg Substation – 105%
 - East Ellensburg #2 Substation – 34%
 - Helena Substation – 49%
 - South Ellensburg Substation – 35%

In this configuration East Ellensburg's Feeder 11 1000 MCM AL that runs from IPM20 to IPM19 is loaded to 95%. The 750 MCM AL cable that runs from IOM15 to S111 will be loaded to 103%. East Ellensburg #2 Feeder 20 has a recommended getaway of 1000 MCM AL, in this configuration it is loaded to 93%.

Sub 2 and 3

If the college load was fed equally between Sub 2 and Sub 3 of CWU's system The City's substation loading levels would directly reflect the case above *Sub 1 and 2* due to Sub 1 and Sub 3 being along the same series path.

Sub 1 and 3

If the college load was fed equally between Sub 1 by East Ellensburg Substation Feeder 12 and Sub 3 of CWU's system by Dolarway #2 Substation Feeder 9. The City's substation loading levels would be:

- Phase 1 2025 if Substation 1 is fed through the East Ellensburg Substation:
 - Dolarway #1 Substation – 56%
 - Dolarway #2 Substation – 32%
 - East Ellensburg Substation – 63%
 - Helena Substation – 38%
- Phase 2 2027 if Substation 1 is fed through the East Ellensburg Substation:
 - Dolarway #1 Substation – 56%
 - Dolarway #2 Substation – 37%
 - East Ellensburg Substation – 70%
 - Helena Substation – 38%
- Phase 3 2030 if Substation 1 is fed through the East Ellensburg Substation:
 - Dolarway #1 Substation – 68%
 - Dolarway #2 Substation – 73%
 - East Ellensburg Substation – 73%
 - Helena Substation – 38%
- Phase 4 2033 if Substation 1 is fed through the East Ellensburg Substation:
 - Dolarway #1 Substation – 68%
 - Dolarway #2 Substation – 56%
 - East Ellensburg Substation – 49%
 - East Ellensburg #2 Substation – 47%
 - Helena Substation – 38%
- Phase 5 2036 if Substation 1 is fed through the East Ellensburg Substation:
 - Dolarway #1 Substation – 68%
 - Dolarway #2 Substation – 56%
 - East Ellensburg Substation – 49%
 - East Ellensburg #2 Substation – 62%
 - Helena Substation – 38%

In this configuration East Ellensburg #2 Feeder 19 and Feeder 20's 1000 MCM AL getaways will reach 84% loading.

- Phase 6 2039 if Substation 1 is fed through the East Ellensburg Substation:
 - Dolarway #1 Substation – 68%

- Dolarway #2 Substation – 56%
- East Ellensburg Substation – 49%
- East Ellensburg #2 Substation – 62%
- Helena Substation – 38%

In this configuration East Ellensburg #2 Feeder 19 and Feeder 20's 1000 MCM AL getaways will reach 85% loading.

- Phase 7 2044 if Substation 1 is fed through the East Ellensburg Substation:
 - Dolarway #1 Substation – 79%
 - Dolarway #2 Substation – 65%
 - East Ellensburg Substation – 53%
 - East Ellensburg #2 Substation – 69%
 - Helena Substation – 49%
 - South Ellensburg Substation – 35%

In this configuration East Ellensburg #2 Feeder 19 and Feeder 20's 1000 MCM AL getaways will reach 94% loading.

APPENDIX – D

Winco Foods

Overview

Winco foods approached The City with a request to serve a spot load that will be added to the system west of 509 Storage in two phases. The first phase load is 9.1 MVA for refrigeration, automation, reefer trucks, dry, ripening, MHE battery charging, truck return center, EV chargers, and ambient load, this was modeled in 2030 of the Synergi model. The second phase load is 10.9 MVA for future ambient and cooler expansions, this was modeled in 2044 of the Synergi model. In September 2024, a consultant for WinCo presented a report, “Projected Primary Service Loading at Ellensburg Winco Facility.” Below is a breakdown of the assumed loads taken from this report and applied to the Synergi Model:

WINCO PROJECTED DIVERSIFIED LOADING		
	Phase 1	Phase 2
MVA	9.1	10.9
MW	7.7	9.2
PF	0.85	0.85

TABLE 24: WINCO PROJECTED DIVERSIFIED LOADING

The City planned to build out a Feeder 7 out of the Dolarway #2 Substation to serve the new loads including Winco Foods and to tie into the existing system. Below is the loading data for Dolarway Substations in 2030 after Dolarway #2 Feeder 7 is in service and serving WinCo and other loads:

2030, WINCO ON FEEDER 7, NON-EXCLUSIVE		
	Winco Out of Service	Winco In Service
Dolarway #1 % Loading	68%	68%
Dolarway #1 MVA	23.1	23.1
Dolarway #1 Bus Voltage	123.8	123.8
Dolarway #2 % Loading	42%	70%
Dolarway #2 MVA	14.1	23.5
Dolarway #2 Bus Voltage	123.9	123.3
Feeder 1 Voltage Average	123.8	123.8
Feeder 2 Voltage Average	123.8	123.8
Feeder 3 Voltage Average	123.8	123.8
Feeder 4 Voltage Average	123.8	123.8
Feeder 5 Voltage Average	123.8	123.8
Feeder 6 Voltage Average	123.9	123.3
Feeder 7 Voltage Average	123.9	123.2
Feeder 8 Voltage Average	123.9	123.3
Feeder 9 Voltage Average	123.9	123.3
Feeder 10 Voltage Average	123.9	123.3
Feeder 7 MVA	3.2	12.4
Feeder 7 Getaway Loading	26%	102%
Feeder 8 MVA	0	0
Dolarway #1 LTC TAP	2	2
Dolarway #2 LTC TAP	3	7

TABLE 25: 2030, WINCO ON FEEDER 7, NON-EXCLUSIVE

In 2030 with Feeder 7 serving WinCo and other loads the Dolarway #1 and Dolarway #2 substations are within the planning criteria capacity and voltages. However, the 1000 MCM AL getaway for Feeder 7 will be loaded to 102%. It is recommended that if this configuration is used that Feeder 7 be upgraded to a double 1000 MCM AL circuit, or Feeder 7 will need to be built out to exclusively serve WinCo.

Below is the loading data for Dolarway Substations in 2044 after Dolarway #2 Feeder 7 is in service and serving WinCo and other loads:

2044, WINCO ON FEEDER 7, NON-EXCLUSIVE		
	Winco Out of Service	Winco In Service
Dolarway #1 % Loading	79%	79%
Dolarway #1 MVA	26.7	26.7
Dolarway #1 Bus Voltage	123.2	123.2
Dolarway #2 % Loading	55%	89%
Dolarway #2 MVA	18.3	30.0
Dolarway #2 Bus Voltage	123.8	123.7
Feeder 1 Voltage Average	123.1	123.1
Feeder 2 Voltage Average	123.2	123.2
Feeder 3 Voltage Average	123.2	123.2
Feeder 4 Voltage Average	123.1	123.1
Feeder 5 Voltage Average	123.2	123.2
Feeder 6 Voltage Average	123.8	123.6
Feeder 7 Voltage Average	123.7	123.5
Feeder 8 Voltage Average	123.8	123.7
Feeder 9 Voltage Average	123.8	123.7
Feeder 10 Voltage Average	123.8	123.7
Feeder 7 MVA	7.6	18.5
Feeder 7 Getaway Loading	62%	153%
Feeder 8 MVA	0	0
Dolarway #1 LTC TAP	3	3
Dolarway #2 LTC TAP	4	10

TABLE 26: 2044, WINCO ON FEEDER 7, NON-EXCLUSIVE

In 2044 with Feeder 7 serving WinCo and other loads the Dolarway #1 and Dolarway #2 substations are within the planning criteria voltages. However, the 1000 MCM AL getaway for Feeder 7 will be loaded to 153%. It is recommended that if this configuration is used that Feeder 7 be upgraded to a double 1000 MCM AL circuit, or Feeder 7 will need to be built out to exclusively serve WinCo. The Dolarway #2 Substation will be loaded to 83%, it is recommended to shift load off of this Substation to remain within the limits of the planning criteria.

In the event that Dolarway #1 Substation was taken out of service, and Feeder 7 served WinCo and other loads in 2030 the data would be as follows:

2030, WINCO ON FEEDER 7, NON-EXCLUSIVE, N-1		
	Winco Out of Service	Winco In Service
Dolarway #2 % Loading	113%	143%
Dolarway #2 MVA	37.9	48.2
Dolarway #2 Bus Voltage	123.4	124.1
Feeder 1 Voltage Average	123.3	124.1
Feeder 2 Voltage Average	123.4	124.1
Feeder 3 Voltage Average	123.4	124.1
Feeder 4 Voltage Average	123.4	124.1
Feeder 5 Voltage Average	123.4	124.1
Feeder 6 Voltage Average	123.4	124.1
Feeder 7 Voltage Average	123.4	124.0
Feeder 8 Voltage Average	123.4	124.1
Feeder 9 Voltage Average	123.4	124.1
Feeder 10 Voltage Average	123.4	124.1
Feeder 7 MVA	3.2	12.4
Feeder 7 Getaway Loading	26%	102%
Feeder 8 MVA	0	0
Dolarway #2 LTC TAP	6	13

TABLE 27: 2030, WINCO ON FEEDER 7, NON-EXCLUSIVE, N-1

Capacity for the Dolarway #2 Substation would be exceeded and Feeder 7's getaway will be still overloaded. In the event that Dolarway #1 Substation would be out of service at peak times in 2030, load would need to be shifted off of the Dolarway #2 Substation. Therefore, it is recommended that the WinCo load be shifted off of the Dolarway Substation #2 Substation. This can be accomplished by building a new single bank substation to serve WinCo, or by building the proposed South Ellensburg Substation early by 2030 and building out an additional spare feeder from it.

In the event that Dolarway #1 Substation was taken out of service, and the South Ellensburg Substation served WinCo in 2030 the data would be as follows:

2030, WINCO ON SOUTH ELLENSBURG, N-1	
Dolarway #2 % Loading	112%
Dolarway #2 MVA	37.9
Dolarway #2 Bus Voltage	123.4
Dolarway #2 LTC TAP	6
South Ellensburg % Loading	28%
South Ellensburg MVA	9.6

TABLE 28: 2030, WINCO ON SOUTH ELLENSBURG, N-1

Capacity for the Dolarway #2 Substation would be exceeded in an N-1 condition, however more load can be shifted off of this Substation to keep it below max loading during peak times. In an N-1 condition with one of the Dolarway Substations out of service it is highly recommended to shift the WinCo load to different substation.

In the event that Dolarway #1 Substation was taken out of service, and the South Ellensburg was built by 2030 and served WinCo in 2030 the data would be as follows:

2044, WINCO ON FEEDER 7, NON-EXCLUSIVE, N-1		
	Winco Out of Service	Winco In Service
Dolarway #2 % Loading	137%	176%
Dolarway #2 MVA	46.5	59.7
Dolarway #2 Bus Voltage	123.4	121.8
Feeder 1 Voltage Average	123.4	121.7
Feeder 2 Voltage Average	123.4	121.7
Feeder 3 Voltage Average	123.4	122.8
Feeder 4 Voltage Average	123.4	121.7
Feeder 5 Voltage Average	123.4	121.7
Feeder 6 Voltage Average	123.4	121.8
Feeder 7 Voltage Average	123.4	121.6
Feeder 8 Voltage Average	123.4	121.8
Feeder 9 Voltage Average	123.4	121.8
Feeder 10 Voltage Average	123.4	121.8
Feeder 7 MVA	7.5	18.3
Feeder 7 Getaway Loading	62%	153%
Feeder 8 MVA	0	0
Dolarway #2 LTC TAP	10	16

TABLE 29: 2044, WINCO ON FEEDER 7, NON-EXCLUSIVE, N-1

Capacity for the Dolarway #2 Substation will still be exceeded and Feeder 7's getaway will be still overloaded. In the event that Dolarway #1 Substation would be out of service at peak times in 2044, load would need to be shifted off of the Dolarway #2 Substation. Therefore, it is recommended that the WinCo load be shifted off of the Dolarway Substation #2 Substation. This can be accomplished by building a new single bank substation to serve WinCo, or by building out an additional spare feeder from the proposed South Ellensburg Substation.

In the event that Dolarway #1 Substation was taken out of service, and the South Ellensburg Substation had a feeder built out to serve WinCo:

2044, WINCO ON SOUTH ELLENSBURG, N-1	
Dolarway #2 % Loading	112%
Dolarway #2 MVA	37.9
Dolarway #2 Bus Voltage	123.7
Dolarway #2 LTC TAP	7
South Ellensburg % Loading	69%
South Ellensburg MVA	23.4

TABLE 30: 2044, WINCO ON SOUTH ELLENSBURG, N-1

Capacity for the Dolarway #2 Substation would be exceeded in an N-1 condition, however more load can be shifted off of this Substation to keep it below max loading during peak times. In an N-1

condition with one of the Dolarway Substations out of service it is highly recommended to shift the WinCo load to different substation.

Below is the loading data for Dolarway Substations in 2030 after Dolarway #2 Feeder 7 is in service and serving only WinCo:

2030, WINCO ON FEEDER 7, EXCLUSIVE		
	Winco Out of Service	Winco In Service
Dolarway #1 % Loading	68%	68%
Dolarway #1 MVA	23.1	23.1
Dolarway #1 Bus Voltage	123.8	123.8
Dolarway #2 % Loading	42%	70%
Dolarway #2 MVA	14.1	23.5
Dolarway #2 Bus Voltage	123.9	123.3
Feeder 1 Voltage Average	123.8	123.8
Feeder 2 Voltage Average	123.8	123.8
Feeder 3 Voltage Average	123.8	123.8
Feeder 4 Voltage Average	123.8	123.8
Feeder 5 Voltage Average	123.8	123.8
Feeder 6 Voltage Average	123.9	123.3
Feeder 7 Voltage Average	123.9	123.2
Feeder 8 Voltage Average	123.8	123.3
Feeder 9 Voltage Average	123.9	123.3
Feeder 10 Voltage Average	123.9	123.3
Feeder 7 MVA	0.1	9.3
Feeder 7 Getaway Loading	1%	76%
Feeder 8 MVA	3.3	3.3
Dolarway #1 LTC TAP	2	2
Dolarway #2 LTC TAP	3	7

TABLE 31: 2030, WINCO ON FEEDER 7, EXCLUSIVE

In 2030 with Feeder 7 serving only WinCo the Dolarway #1 and Dolarway #2 substations and Feeder getaways are within the planning criteria voltages and capacity loading.

Below is the loading data for Dolarway Substations in 2044 after Dolarway #2 Feeder 7 is in service and serving only WinCo:

2044, WINCO ON FEEDER 7, EXCLUSIVE		
	Winco Out of Service	Winco In Service
Dolarway #1 % Loading	79%	79%
Dolarway #1 MVA	26.7	26.7
Dolarway #1 Bus Voltage	123.2	123.2
Dolarway #2 % Loading	33%	65%
Dolarway #2 MVA	10.6	21.6
Dolarway #2 Bus Voltage	123.3	123.6
Feeder 1 Voltage Average	123.1	123.1
Feeder 2 Voltage Average	123.2	123.2

2044, WINCO ON FEEDER 7, EXCLUSIVE		
Feeder 3 Voltage Average	123.2	123.2
Feeder 4 Voltage Average	123.1	123.1
Feeder 5 Voltage Average	123.2	123.2
Feeder 6 Voltage Average	123.3	123.6
Feeder 7 Voltage Average	123.3	123.5
Feeder 8 Voltage Average	123.3	123.6
Feeder 9 Voltage Average	123.3	123.6
Feeder 10 Voltage Average	123.3	123.6
Feeder 7 MVA	0.1	11.1
Feeder 7 Getaway Loading	1%	92%
Feeder 8 MVA	0	0
Dolarway #1 LTC TAP	3	3
Dolarway #2 LTC TAP	1	6

TABLE 32: 2044, WINCO ON FEEDER 7, EXCLUSIVE

In 2044 with Feeder 7 serving only WinCo the Dolarway #1 and Dolarway #2 substations are within the planning criteria voltages and capacity loading. However, the 1000 MCM AL getaway for Feeder 7 will be loaded to 92%. It is recommended that if this configuration is used that Feeder 7 be upgraded to a double 1000 MCM AL circuit to serve WinCo.

In the event that Dolarway #1 Substation was taken out of service, and Feeder 7 served exclusively WinCo in 2030 the data would be as follows:

2030, WINCO ON FEEDER 7, EXCLUSIVE, N-1		
	Winco Out of Service	Winco In Service
Dolarway #2 % Loading	113%	143%
Dolarway #2 MVA	37.9	48.2
Dolarway #2 Bus Voltage	123.4	124.1
Feeder 1 Voltage Average	123.3	124.1
Feeder 2 Voltage Average	123.4	124.1
Feeder 3 Voltage Average	123.4	124.1
Feeder 4 Voltage Average	123.4	124.1
Feeder 5 Voltage Average	123.4	124.1
Feeder 6 Voltage Average	123.4	124.1
Feeder 7 Voltage Average	123.4	124.0
Feeder 8 Voltage Average	123.4	124.1
Feeder 9 Voltage Average	123.4	124.1
Feeder 10 Voltage Average	123.4	124.1
Feeder 7 MVA	0.1	9.3
Feeder 7 Getaway Loading	1%	77%
Feeder 8 MVA	3.3	3.3
Dolarway #2 LTC TAP	6	13

TABLE 33: 2030, WINCO ON FEEDER 7, EXCLUSIVE, N-1

In 2030 with the Dolarway #1 Substation out of service and Feeder 7 serving only WinCo the Dolarway #2 substation is loaded to 143% and is not within the planning criteria. It is recommended

that if this configuration is used that Feeder 7 be upgraded to a double 1000 MCM AL circuit to serve WinCo.

In the event that Dolarway #1 Substation was taken out of service, and Feeder 7 served exclusively WinCo in 2044 the data would be as follows:

2044, WINCO ON FEEDER 7, EXCLUSIVE, N-1		
	Winco Out of Service	Winco In Service
Dolarway #2 % Loading	112%	149%
Dolarway #2 MVA	37.9	50.4
Dolarway #2 Bus Voltage	123.7	123.4
Feeder 1 Voltage Average	123.7	123.4
Feeder 2 Voltage Average	123.7	123.4
Feeder 3 Voltage Average	123.7	123.4
Feeder 4 Voltage Average	123.7	123.4
Feeder 5 Voltage Average	123.7	123.4
Feeder 6 Voltage Average	123.7	123.4
Feeder 7 Voltage Average	123.7	123.3
Feeder 8 Voltage Average	123.7	123.4
Feeder 9 Voltage Average	123.7	123.4
Feeder 10 Voltage Average	123.7	123.4
Feeder 7 MVA	0.1	11.1
Feeder 7 Getaway Loading	1%	92%
Feeder 8 MVA	0	0
Dolarway #2 LTC TAP	7	14

TABLE 34: 2044, WINCO ON FEEDER 7, EXCLUSIVE, N-1

In 2044 with the Dolarway #1 Substation out of service and Feeder 7 serving only WinCo the Dolarway #2 substation is loaded to 149% and Feeder 7's getaway is loaded to 92%, both are not within the planning criteria. It is recommended that if this configuration is used that Feeder 7 be upgraded to a double 1000 MCM AL circuit to serve WinCo, load be shifted off of Dolarway#2 Substation, or a spare feeder be built out of the South Ellensburg substation to serve WinCo when the Dolarway #1 Substation is out of service.

Another recommendation would be a new substation to serve new and existing infrastructure loads in the southwest area of The City. This new substation could provide capacity and load shifting options to The City's current system.

Below is a cost estimate of the recommended improvements to serve WinCo:

WINCO RECOMMENDED IMPROVEMENTS A				
Substation - Feeder	Description	Units(qty. or miles)	Unit Cost	Total
Dolarway #2 – Feeder 7	1000 MCM AL Double Circuit	0.83	\$900,000	\$747,000
South Ellensburg – Feeder Spare	1000 MCM AL Double Circuit	1.8	\$900,000	\$1,620,000
WINCO RECOMMENDED IMPROVEMENTS B				
WinCo Substation	New Substation to serve WinCo	1	\$5,000,000	\$5,000,000
WinCo Substation	115 kV Transmission	0.20	\$1,000,000	\$200,000
WinCo Substation	1000 MCM AL Double Circuit	0.02	\$900,000	\$18,000

TABLE 35: WINCO RECOMMENDED IMPROVEMENTS

APPENDIX – E

Example Forms for Demand Response

Direct Participation Customer Notification Letter

Below is an example notification letter that The City can provide to it's customers for direct participation.

ELECTRIC RULE NO. 24/32
DIRECT PARTICIPATION DEMAND RESPONSE

CUSTOMER NOTIFICATION FORM LETTER

FOR NON-UTILITY DEMAND RESPONSE PROVIDERS SERVING
RESIDENTIAL AND SMALL COMMERCIAL CUSTOMERS

[Date]

Dear Customer,

[DRP Name] sends this letter by the order of the California Public Utilities Commission ("Commission" or "CPUC") to all residential and small commercial customers¹ who have expressed interest in enrolling in Demand Response ("DR") Services with a non-utility DR Provider (DRP). You have the right to choose to enroll in DR Service(s) with a non-utility DRP. This letter is only a summary and may not fully convey the terms and conditions of your contract.

SUMMARY OF YOUR DR SERVICE CONTRACT

Terms and Conditions

Incentive payment(s)	<i>Insert whether the payment is fixed, e.g., \$/customer/yr. or mo. or \$/kW/yr. or mo., and/or variable, e.g., energy payments, etc.</i>
Response to a DR Event	<i>Insert what is required of the customer; indicate whether the response is mandatory or voluntary; indicate the minimum duration of the event if applicable.</i>
Event Notification	<i>Insert the time in advance for customer to be notified about an event, e.g., real time, 5, or 30 min. etc.</i>
Event Criteria	<i>Insert the list of criteria for which an event will be triggered.</i>
Event Period	<i>Insert the season and monthly/weekly/daily hours that an event will be triggered.</i>
Number of Events	<i>Insert the limit or estimated number of events/month/week/day if applicable including 'unlimited.'</i>
Term(s) of DR Service	<i>Insert the start and end dates of the enrollment.</i>
Installed Equipment	<i>Insert what equipment is needed at the customer's site and the costs to the customer if any.</i>
Meter Data Access	<i>Insert what and how the DRP will access customer usage and other account data.</i>
Penalties for non-performance	<i>Insert if there are any penalties for non-performance and describe how the penalties will be calculated.</i>
Your right to cancel	<i>Insert the grace period in which the customer can cancel the enrollment without any charges or penalties.</i>

¹ D.12-11-025, Ordering Paragraph 17.

ELECTRIC RULE NO. 24/32
DIRECT PARTICIPATION DEMAND RESPONSE

Estimated Incentive Payments	<i>Provide the estimated incentive payments based on the customers' load and the terms and conditions on an annual basis or the total if the enrollment is less than a year.</i>
Additional Information	<i>Insert additional details describing the terms and conditions.</i>

[For customers enrolled in utility's event-based demand response program(s):]

We would like to inform you that upon the enrollment in our [DR Service] as of [date], utility will automatically disenroll your service account from [Peak Day Pricing or Critical Peak Pricing] and place it under an Otherwise Applicable Tariff (OAT). You should be aware that you may lose your bill protection under [Peak Day Pricing or Critical Peak Pricing]. Please contact [Utility] for more details on [Peak Day Pricing or Critical Peak Pricing] obligations and OAT provisions.

Attached please find additional customer information and a summary of CPUC rules on DR Services.

Sincerely yours,

[DRP Signature block]

/s/ _____

ELECTRIC RULE NO. 24/32
DIRECT PARTICIPATION DEMAND RESPONSE

STATE OF CALIFORNIA

Edmund G. Brown Jr., Governor

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE

SAN FRANCISCO, CA 94102-3298



ELECTRIC RULE NO. 24/32
DIRECT PARTICIPATION DEMAND RESPONSE

IMPORTANT CUSTOMER INFORMATION

The DR Provider's (DRP's) letter provides only a summary of the terms and conditions. If you want more detail about the costs, terms, and conditions of your DR Service, read the complete terms and conditions in your contract with the non-utility DRP or by calling your DRP representative. Please read the DRP letter and the following information carefully prior to the commencement of DR service.

SUMMARY OF CPUC RULES ON DR SERVICES

The California Public Utilities Commission ("CPUC" or "Commission") adopted a set of rules, called Electric Rule 24/32, applicable to all DRPs providing DR Services to utilities' Bundled Service customers, which can be found on your utility's website². The following are some important highlights of Rule 24/32, and other applicable CPUC regulations:

DRP Registration

All non-utility DRPs must have a valid registration with the Commission and the California Independent System Operator (CAISO) prior to providing DR Service(s). Customers should confirm non-utility DRPs are properly registered and listed on the CPUC website, when considering the DR Services³.

Enrollment with Multiple DRPs or Utility DR Programs

The CPUC prohibits customer account registration with multiple DRPs at the CAISO for the same period or in DR Service with a non-utility DRP while simultaneously participating in a utility demand response program. You need to notify your DRP to disenroll you from your current DR Service or program prior to enrolling with another DRP for the same period.

By enrolling in a DR Service with a non-utility DRP, you understand that you must disenroll from your utility's demand response program(s). Disenrollment from the DR Services or utility's

² PG&E's Rule 24: http://www.pge.com/tariffs/tm2/pdf/ELEC_RULES_24.pdf

SCE's Rule 24: https://www.sce.com/NR/sc3/tm2/pdf/Rule_24.pdf

SDG&E's Rule 32: http://www.sdge.com/tm2/pdf/ELEC_ELEC-RULES_ERULE32.pdf

³ You may find registered non-utility DRPs on the CPUC website at: <http://www.cpuc.ca.gov/General.aspx?id=6306>

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program(s) will be subject to any contractual or program obligations currently in effect with your current DR Service or your utility's demand response program(s)⁴.

If you are currently in the [*Peak Day Pricing or Critical Peak Pricing*] program, you will be automatically disenrolled from the program upon the enrollment of DR Service and the DRP successfully registering your service account in the CAISO's system. Your utility will place your service account under a new applicable rate schedule, e.g., Time of Use rate. You may lose bill protection under the [*Peak Day Pricing or Critical Peak Pricing*] program, which may affect your utility bills.

Meter Data Access

All non-utility DRPs must obtain customer approval in order to access your electric usage data and other personal information regarding your service account. Consent is provided through your utility's Customer Information Service Request (CISR-DRP) form, or other electronic means, if available. You may obtain the CISR-DRP form from your utility or non-utility DRP. The CISR-DRP form also allows you to revoke, at any time, any previously granted authorization, subject to any early termination provisions specified in your contract.

The CISR-DRP form provides you with options to authorize your DRP to access your data, including for a specified period of time or indefinitely, until revoked by you. If you make no election, your utility will assume that your authorization is for an indefinite period of time (per CPUC Resolution E-4599). With your permission, your DRP may also act as your agent to automatically revoke data transmittal on your behalf upon disenrollment from DR Service.

When discontinuing DR Service with your DRP, it will be YOUR responsibility to REVOKE authorization to STOP the transmittal of your energy usage data and other previously authorized personal information from your utility to the DRP.

Customer Privacy

Once you authorize disclosure of your energy usage data and other personal information to a non-utility DRP, the non-utility DRP is required to maintain the privacy and security of that data, subject to the Commission's privacy policies, your utility is not. The Commission's privacy policies can be found in Decisions (D.) 12-08-045 and 11-07-056-or by contacting your DRP.

Complaint Procedures

You have the option to file a complaint or action at the appropriate business court or agency. You may also file a formal complaint, informal complaint, or seek alternative dispute resolution (ADR) at the Commission regarding your DR Services.

Informal Complaint:

Before filing a formal complaint, a consumer may wish to resolve the matter informally by contacting the CPUC's Consumer Affairs Branch (CAB). CAB can assist consumers in

⁴ Please check with your utility or its website for a complete list of utility DR programs.
<http://www.cpuc.ca.gov/General.aspx?id=5926>

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resolving a matter with a DR Provider or a Utility by providing neutral evaluation of issues. CAB can also help consumers file an informal complaint.

Contact the Consumer Affairs Branch:

Before calling the Consumer Affairs Branch, review the information provided on “How To Prepare For Your Contact With CAB”: <http://consumers.cpuc.ca.gov/howtoprepare/>

Call 800-649-7570 (toll free) or 415-703-4973
TDD for speech and hearing impaired call 800-229-6846 (statewide).
Public telephone hours are between 8:30 a.m. and 4:30 p.m.

Submit an informal complaint online at: <http://consumers.cpuc.ca.gov/CAB>

Mail an informal complaint to:

Consumer Affairs Branch
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

Formal Complaint:

Through the Formal Complaint procedure, the Commission can order the DRP to take corrective action, including reimbursements for non-payment for performance. It is important to note, however, that the Commission is not allowed to award damages for such things as personal injury, property damage, emotional distress, or loss of wages or profits. To request compensation for damages, the customer must file a claim in a civil court.

Privacy Notice

Whether or not your Formal Complaint is filed in paper form or electronically, Formal Complaints filed with the Commission become a public record and may be posted on the CPUC’s website. Therefore, any information you provide in the Formal Complaint, including, but not limited to, your name, address, city, state, zip code, telephone number, email address and the facts of your case may be available on-line for later public viewing.

A formal complaint must be filed at the Commission. **If you need help with or have any questions about filing your formal complaint, contact the CPUC’s Public Advisor's Office.**

CPUC Public Advisor’s Office
505 Van Ness Avenue
San Francisco, CA 94102
Call 866-849-8390 (toll free) or 415-703-2074
public.advisor@cpuc.ca.gov
<http://consumers.cpuc.ca.gov/pao/>

Instructions for filing a formal complaint:

<http://consumers.cpuc.ca.gov/formalcomplaintinfo/>

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Alternative Dispute Resolution Program (ADR)

ADR commonly describes processes, such as facilitation, negotiation, mediation, and early neutral evaluation to help disputants resolve a conflict without a formal decision by a court or agency. When successful, ADR may achieve results that a court or agency could not order, give the parties more ownership in the result, and reduce litigation and agency costs.

The Administrative Law Judge (ALJ) Division administers the ADR program and trained, experienced ALJs serve as neutrals in the program.

ADR can occur at any time during a formal proceeding. The early use of ADR saves parties time and money and avoids unnecessary escalation of a dispute. On occasion, ADR may be available to help resolve disputes that are still informal and have yet to be filed as formal complaints. Most ADR sessions are completed in ½ to 2 days. Some ADR sessions continue over several weeks, with the parties meeting for a day or two at a time.

For additional information visit: http://www.cpuc.ca.gov/alternative_dispute_resolution/

USEFUL WEBSITES & CONTACT INFORMATION

California Public Utilities Commission

Consumer Affairs Branch
505 Van Ness Avenue
San Francisco, CA 94102
Call 800-649-7570 (toll free) or 415-703-4973
www.cpuc.ca.gov

Energy Division - DRP Registration Desk

FAQ on Demand Response Providers: <http://www.cpuc.ca.gov/General.aspx?id=6306>
DRP_Registration@cpuc.ca.gov

[Delete utility information that doesn't apply below]

Pacific Gas and Electric Company (PG&E)

PG&E Electric Rule 24 Program: 415-973-6500, or Rule24Program@pge.com
PG&E Rule 24: http://www.pge.com/tariffs/tm2/pdf/ELEC_RULES_24.pdf

Southern California Edison Company (SCE)

SCE Customer Support: 800-655-4555, or SCE3rdPartyDRP@sce.com
SCE Rule 24: https://www.sce.com/NR/sc3/tm2/pdf/Rule_24.pdf

San Diego Gas & Electric Company (SDG&E)

SDG&E Energy Savings Center: 800-644-6133, or esc@semprautilities.com
SDG&E Rule 32: http://regarchive.sdge.com/tm2/pdf/ELEC_ELEC-RULES_ERULE32.pdf

[DRP]

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[Insert DRP contact information for customer service or representative]

FIGURE 33: DIRECT PARTICIPATION CUSTOMER NOTIFICATION LETTER EXAMPLE

PSE Demand Response Terms and Conditions

Below is an example from Pudget Sound Energy of the terms and conditions that The City can provide to it's customers.

**Puget Sound Energy – Flex Smart, Flex Rewards, Flex EV, Flex Batteries –
Residential & Small Commercial Customer Terms and Conditions**

Last Updated: November 5, 2024

Thank you for your interest in participating in Puget Sound Energy's Flex Smart, Flex EV, Flex Batteries and Flex Rewards program (individually "Flex Smart," "Flex EV," "Flex Batteries," and collectively, the "Program"). The Program is offered by Puget Sound Energy ("PSE"), and its subcontractors, AutoGrid, Inc, and Energy 350, Inc. (collectively, "Contractors"). These Terms of Use (these "Terms") are a legal agreement between the undersigned customer ("You" or "Participant"), PSE and its Contractors governing Your participation in the Program.

BY COMPLETING YOUR ENROLLMENT IN THE PROGRAM OR BY OTHERWISE PARTICIPATING IN THE PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS YOU MAY NOT PARTICIPATE IN THE PROGRAM.

You certify that all information provided for enrollment into the Program is accurate and complete.

1. Program Eligibility:

This program is available to select PSE customers only. In order to enroll for the Program, You agree to provide PSE information to verify Your eligibility for the Program.

"Eligibility" is defined as a PSE customer who heats and cools , charges their electric vehicle, and/or heats their water with PSE electricity as a primary fuel source. PSE reserves the right to update or change the requirements for Eligibility at its sole discretion. You agree that the information You provide to PSE in connection with the Program ("User Data") will be true, accurate, current and complete. Eligibility requirements are listed at Your Manufacturer's enrollment page, and made available by request from AutoGrid and Energy 350. You understand that the Program is available until termination and that Incentive amounts (as detailed below) are subject to change without notice.

- You must meet the following eligibility requirements to participate in the Program: You must be an electricity account holder of PSE on a residential or commercial rate 24 or 25 for the duration of the Program. Flex Batteries participants may only be on a residential rate.
- You must be at least eighteen (18) years old.
- Your utility service account must be metered by PSE's Advanced Metered Infrastructure AMI technology (a "Smart Meter") that provides 15-minute interval data. If Your electricity meter has been replaced with a digital meter, it is likely a Smart Meter.

- If You are enrolled in another third-party Demand Response ("DR") program, or any other similar PSE program, PSE will inform You and ask You to withdraw from the other program or withdraw Your registration from the Program.
- If You have a permanently-installed backup generator that uses diesel, natural gas, gasoline, or propane You must inform AutoGrid in writing of its make and model.
- PSE will ask You to share Your meter and in some cases EV data with AutoGrid which will be used as detailed in AutoGrid's privacy policy available here: <https://www.auto-grid.com/privacy-policy/>, and PSE's privacy policy here: <https://www.pse.com/en/pages/privacy>. In this case, PSE will provide You an online process for making that approval.
- You must comply with the Terms for the duration of the Program.
- Unless otherwise authorized as eligible to, customers who use natural gas or any other non-electric form of primary heating are not eligible to participate in Flex Smart.
- Customers participating in PSE's Time Varying Rates: Peak Time Rebates are not eligible.

PSE will make a final determination of Your eligibility to participate in the Program at its sole discretion. PSE reserves the right to update or change the requirements for Eligibility at its sole discretion.

2. Methods of Participation

You may use Your existing smart device ("Device"), which is connected to Your WiFi or purchase one in any marketplace, which is then installed and connected to Your WiFi, or participate without the use of a Device as described below. The following types of Device are currently supported in this Program:

- Smart thermostats
- Line voltage connected thermostats
- Electric vehicle chargers
- Electric vehicles
- Electric resistance or heat pump water heaters
- Battery energy storage systems

Please visit pse.com/flex for the most up-to-date list of brands that are currently

supported.

If You are participating in the Program without any Device, AutoGrid will contact You to manually reduce Your electricity usage by participating in a program known as Flex Rewards, a Behavioral Demand Response ("BDR") program.

3. The Program.

3.1. Program Term. The Program is available at PSE's discretion, and Your participation in the Program will continue without further notice to You until You terminate Your participation from the Program, as provided herein, or Your participation is terminated in accordance with Section 14 below. If the Program is terminated by PSE, Your participation in the Program will terminate without notice to You.

3.2. Changes. PSE reserves the right, in its sole discretion, to modify or to discontinue the Program at any time.

3.3. Devices. By participating in the Program, You hereby grant to PSE the right to remotely access and control one or more eligible thermostats, electric vehicle, electric vehicle charger, battery energy storage system or water heater (if applicable) at the address You are enrolling (each, Your "Device"). When You authorize a Device, You may be presented with additional terms from the Device manufacturer (the "Manufacturer"). These Terms are in addition to, and are not replaced by, those terms. By authorizing a Device, You understand and agree that You are enabling PSE to control that Device in connection with the Program. You further authorize PSE and its Contractors to obtain and share information about Devices used to participate in the Program with Manufacturers in order to facilitate Your participation in the Program and validate Your compliance with Program requirements. List of eligible Device types are detailed in Sections 3.7, 3.9, and 3.10 below.

3.4. Control. As part of this Program, PSE will call events to make changes to Your participating Device without any manual intervention by You. At any time that You desire, You may override this change simply by turning Your Device to a different temperature or using the other methods enabled by the Device Manufacturer. Flex Batteries participants' ability to opt out of an event depends on the battery manufacturer's ability to support an opt out. Overriding changes made to Your Device will not result in Your disqualification for Incentives offered to Program participants as described below. Continued overriding of Your Device, or consistent lack of participation in called events may result in Your termination of Your enrollment status of the Program, as further detailed in Section 14.

3.5. Communications. As part of this Program, You may receive important notifications including but not limited to topics such as Program changes, Your Program enrollment status, Incentive payments, and event notifications via email

or text messages (together, "Communications"). These are not marketing Communications, and only serve to provide important information specific to the Program. You may opt-out of these Communications at any time upon receipt. Opting-out of Program Communications may prevent You from receiving notifications about program changes, Your Program enrollment status, and incentive payments. In the scenario that You opt-out of Communications, You are agreeing to not receive such information, including Program updates, enrollment status, incentive information, and event notifications, and will not hold PSE responsible for providing updates in regard to the Program, Your enrollment status, Incentive payment updates, or event notifications. For the Flex Rewards Program specifically, where you must manually take action when an event is scheduled, receiving Communications, including notifications for Events is required and opting out of all Event notifications will lead to unenrollment in the Flex Rewards Program.

3.6. Communication with Your Device. When there is a potential for a stress on PSE's electricity grid, AutoGrid will communicate with Your Device in order to temporarily reduce the associated electricity use (hereby referred to as "Event" or "Flex Events"). After the Event is over, AutoGrid will return Your Device to its normal setting. Exact details, including Rewards and our schedule of notifications depend on Your Device, are detailed below.

3.6.1. Manual Reduction of Electricity Usage. If You are a Flex Rewards participant, not using any smart Devices, AutoGrid will contact You via email and/or SMS to manually reduce Your electricity usage. Example of ways to manually reduce Your electricity usage are listed here: www.pse.com/flextips. Exact details including Rewards and our schedule of notifications are detailed in the Program website, located at pse.com/Flex.

3.7. Flex Smart – Devices.

3.7.1. Using Smart Thermostats to Join this Program – A list of eligible smart thermostats that qualify as a Device can be found at the Program's PSE.com web page

3.7.2. Incentive – Upon successful enrollment in the Program with an eligible Device, You will receive a one-time enrollment incentive ("Enrollment Reward"). The current Enrollment Reward value for smart thermostats totals fifty dollars (\$50) per Device, and twenty dollars (\$20) per line-voltage connected thermostat. Please allow 4 to 6 weeks for processing Your Enrollment Reward. If You remain enrolled in the Program, You will be eligible for an additional Incentive (as defined below) on an annual basis, and the current value of such an additional Incentive totals twenty dollars per season of enrollment (\$20) for smart thermostats, and ten dollars (\$10) per line-voltage connected thermostat per season of enrollment. Customers enrolled in the program with a commercial rate schedule (24 & 25), will receive a check for their energy reduction performance 30 days after the

conclusion of each season. The amount will be calculated as \$35/kW x average kW reduced across all events of the season. The amount and frequency of any Incentive under the Program may be subject to change with notice. See Sections 4, 6 and 7 below for more details. If Customer has opted-out from PSE communications they may not receive notifications related to Program updates and changes

3.7.3. Program Parameters – Your Device will be remotely accessed no more than 15 times between November 1 and March 31, and 15 times between May 1 and September 30, only on non-holiday days, between the hours of 6 AM and 10 PM. The duration of each Event is 4 hours or less. Your temperature setting may be adjusted 2 to 4 degrees Fahrenheit outside of normal settings unless You have selected different Device parameters or otherwise specified by You, and will return to normal after each Event

3.7.4. Notifications – You will be notified between 10 minutes to 60 minutes before the start of each Event except in cases of a grid emergency as declared by PSE. In some circumstances you may be notified of an Event up to 24 hours in advance of the Event. The notification will be via the Device's smart phone app and/or via the Device's display

3.7.5. Opting Out – You have the option to not participate in one or all of the Events

3.8. Flex Rewards

3.8.1. Participating without Devices - enrollees receive notifications when Events are scheduled and adjust behavior to earn incentives.

3.8.2. Notifications - Receiving notifications for Events is required and opting out of all Event notifications will lead to unenrollment. If You ask to unsubscribe from emails, the Program may opt to send You SMS notifications, or if You STOP SMS messages, the Program may send You email notifications. PSE may send emails in lieu of SMS notifications or SMS in lieu of emails when necessary. Notification frequency and timing varies by Event type and season. Participants will receive at least one notification within 24 hours ahead of an Event unless PSE declares a grid emergency.

3.8.3. Incentive - Upon successful enrollment in the program, You will receive a one-time Enrollment Reward, which is currently twenty-five dollars (\$25). Allow 4-6 weeks for processing Your Enrollment Reward. You also earn \$1 per kWh reduced during an Event and Your earnings will be tallied and payment frequency will be per season at minimum. The energy reduction for an Event is based on an industry standard calculation and may be updated or changed by PSE at any time without notice. You will be eligible for an additional incentive on an annual basis, and the current value is fifteen dollars (\$15) per household. You must be actively enrolled during the month of payout.

3.8.4. Program Parameters - You will be notified no more than 15 times between November-1 and March-31, and no more than 15 times between May-1 and September-30, only on non-holiday days, between the hours of 6 AM and 10 PM. The duration of each Event is 4 hours or less.

3.9. Flex EV – Devices

3.9.1. Using an electric vehicle enrolled in the Optiwatt app or electric vehicle charger to Join this Program – A list of eligible electric vehicles and electric vehicle chargers that qualify as a Device can be found at the Program's web page <https://www.pse.com/en/rebates/PSE-flex/flex-ev>

3.9.2. Incentive - Upon successful enrollment in the program, You will receive a one-time Enrollment Reward, which is currently fifty (\$50). Allow 4-6 weeks for processing Your Enrollment Reward. You also earn \$0.50 per kWh reduced during an Event. Your earnings will be tallied and payment frequency will be per season at minimum. The energy reduction for an Event is based on an industry standard calculation and may be updated or changed by PSE at any time without notice.

3.9.3. Program Parameters - Your device will be remotely accessed no more than 15 times between November-1 and March-31, and 15 times between May-1 and September-30, Monday through Sunday, between the hours of 6 AM and 10 PM. The duration of each Event is 4 hours or less. In addition, AutoGrid will collect information such as charging status, charging rate, charging duration, total energy used, plug status (plugged in or not plugged in), and, specifically for EV's, location during each charging session each day during the Term. All such data is subject to AutoGrid's privacy policy, located here: <https://www.auto-grid.com/privacy-policy/>. You have the right to request removal of such data, including EV location data, if requested within 90 days of termination of program participation. If You do not request deletion of Your EV data, AutoGrid will remove the EV data from its systems within an applicable period of the contract expiration automatically.

3.9.4. Opting Out – You have the option to not participate in one or all of the Events and can opt out through your device specific app, disabling participation in the Event directly through your equipment, or, overriding the event for your Wallbox charger by unplugging it for 30 seconds and plugging it back in.

3.9.5. Account Creation – Note that when you enroll an electric vehicle (EV) via the AutoGrid FlexSaver portal, an account automatically will be created for you at Optiwatt, a subcontractor. Your name, email address, service address and PSE account number will be shared with Optiwatt, in order to manage your EV enrollment. Optiwatt may send you transactional emails from time to time, and marketing emails, from which you may opt-out. You may cancel your Optiwatt account within the Optiwatt app or via [Optiwatt.com](https://www.Optiwatt.com) – this will disable your participation in the PSE Flex EV

program.

3.10.Flex Batteries – Devices

3.10.1.Using a battery energy storage system (BESS) to join this Program – A list of eligible equipment that qualify as a BESS Device can be found at the Program's PSE.com web page.

3.10.2.Incentives – per battery. The enrollment incentive is applicable only for the original purchase, installation, and enrollment of the Device, except when certain conditions in section 3.10.5 are met. Please allow 4 to 6 weeks for processing Your Enrollment Reward, which will be sent in the form of a check to the participant. If You remain enrolled in the Program and meet the performance requirements (section 3.10.4.), You will be eligible for an additional, annual Incentive of \$500, which will come in the form of a digital reward (detailed in Section 4 Incentives") sent to the participant's email and sent in October of each qualifying year for active enrollments. The annual reward will not be prorated for partial participation or enrollment unless certain conditions in Section 3.10.5 are met. The amount and frequency of any Incentive under the Program may be subject to change with notice. See Sections 4, 6 and 7 below for more details. If Customer has opted-out from PSE communications they may not receive notifications related to Program updates and changes.

3.10.2.1.Participants who qualified for additional incentives during the interconnection application process are subject to the same terms and conditions herein. The final incentive payment for completing installation will be processed when the device is fully enrolled in the program and paid directly to the installer unless otherwise noted.

3.10.3.Program Parameters – Your Device will be remotely accessed no more than 30 times between November-1 and March-31 (the winter season), and 30 times between May-1 and September-30 (the summer season), Monday through Sunday, between the hours of 6 AM and 10 PM. The duration of each Event is 4 hours or less. Your Device will receive a signal to discharge for the scheduled event and discharge for the defined duration. Within 24 hours of a scheduled Event start, a command will be sent in preparation of the event to charge the battery as needed either from the grid or solar, if applicable.

3.10.4.Performance requirements – To qualify for participation in the program and be eligible to receive the program's enrollment and annual incentives, Your Device must have a minimum state of charge ("SoC" or "backup reserve" during an event) set at no greater than 20%. If the device is found to have a minimum SoC set greater than 20% the program will notify the Participant to reset SoC. If the minimum SoC setting is found to be higher than 20% consistently, Participant and Device may be removed from the program and

may result in a forfeiture of annual incentives. To qualify for the annual incentive, Participant must (1) remain in the program for at least two full years (24 months); and (2) must discharge at least 10 kWh each winter and summer season. Participants who enroll after the winter season in a given year will qualify for the annual incentive if they meet the 10 kWh requirement for the summer season.

3.10.5. Other requirements. Other requirements, include, but are not limited to:

- 3.10.5.1. Participant is responsible for maintaining the safe operation and functionality of the Device while participating in the program.
- 3.10.5.2. If the Device is consistently unavailable, participant and Device may be removed from the program and may result in a forfeiture of annual incentives.
- 3.10.5.3. Exceptional circumstances such as move-outs triggering account closures are exempt from the 24-month participation requirement.
- 3.10.5.4. If the Device changes ownership, re-enrollment in the program will only qualify the participant for the annual incentive.
- 3.10.5.5. If the Device is replaced, the participant may be eligible for a subsequent enrollment incentive only if the Device undergoes a complete replacement, pending incentive availability and eligibility defined at the time of the new interconnection application.
- 3.10.5.6. The program participant, Device owner, and PSE account holder must be the same. Device owners who are not also the enrolled PSE account holder are not eligible for the program (e.g., landlord whose tenants are PSE account holders). PSE account holders may enroll if prior agreement from Device owner is received. If found that enrollment of a device with an owner different from the PSE account holder is not meeting the terms of the program, enrollment may be terminated.

3.11. Opting Out – You have the option to not participate in Events. A Participant may opt out of events at their sole discretion as supported by the device manufacturer. See section 3.10.4 regarding Performance requirements for the annual incentive.

4. Incentives.

In connection with the Program, PSE may offer certain rebates, offers, or other incentives (together, including the Enrollment Reward, “Incentives”) contingent on Your enrollment and continued participation in the Program. PSE reserves the right to determine qualifications for Incentives in its sole discretion. All enrollment Incentive payments will be made in the form of a customer-selected gift card except for Flex

Batteries. Flex Batteries participants will receive a check for enrolling. Subsequent Flex Batteries annual incentives will be issued as a check or customer-selected gift card. The amount, timing, and frequency of payment depends on the participating Device as detailed in Section 3 above. Please allow 4 to 6 weeks for processing Your registration and payment. PSE reserves the right to alter or change the form of Incentive payments and/or method of payment delivery. Third-party incentive processor will receive your name, email, mailing address and PSE account number in order to process your incentives.

5. Eligibility for Incentives.

If You suspend or terminate your participation in the Program for any reason during the Term, including by disconnecting Your Devices, You will be ineligible to receive any accrued or subsequent Incentives.

PSE reserves the right to make changes to Incentives from time to time. In such cases, You will be notified via email at the address on file with PSE and will have the option to terminate Your participation.

6. Additional Incentives.

6.1. Referral – PSE currently offers ten dollars (\$10) for each enrollee referred to the program by You. To track referrals, You must use the unique referral link from Your own FlexSaver account.

6.2. Giveaway – PSE may offer a monthly giveaway, called Flex and Win! ("Giveaway"), on a monthly, seasonal basis while promotion is available during the Program, starting November 2023 and ending December 31, 2029, for active residential PSE customers. Winners may be drawn monthly for summer season months: May 1 through September 30; and winter season months: November 1 through March 31 ("Giveaway Monthly Periods"). In total, there will be 10 monthly drawings in a calendar year. In 2023, the first drawing will be for August 2023.

6.2.1. Automatic Entry – Each eligible participant in the Program will be automatically entered in each monthly giveaway to win a \$250 electronic gift card as long as they are a participant in the Program in good standing during that entire Giveaway Monthly Period. Two (2) winners each month for each Giveaway Monthly Period will be selected from all eligible entries. Odds of winning are subject to number of entries (by way of example, if 1,000 entries are received by calendar month end, then the odds will be 1:1,000). A maximum of two (2) prizes will be awarded per monthly period.

NO PURCHASE OR PAYMENT NECESSARY. VOID WHERE PROHIBITED.
PSE customers who do not formally enroll in Flex Smart or Flex Rewards Program may still enter in the monthly giveaway by sending a handwritten postcard or letter to AutoGrid's office with the following information:

- Name
- PSE account address
- Email address
- State: "I intend to enter the monthly giveaway for PSE's Flex Smart Program."

Mail to 255 Shoreline Dr #350, Redwood City, CA 94065. Cost of postcard and postage is customer's responsibility. Only one mail-in entry per individual entrant for each Giveaway Monthly Period. Only mail-in entries received during the Giveaway Monthly Period will be eligible for the drawing for that Giveaway Monthly Period. A separate mail-in entry is required to be eligible for each Giveaway Monthly Period throughout the Giveaway. The Program will not accept bulk-mailed, commercial mailing, mass mailing postcards or letters or any mail-in entries that are late or incomplete. If you are entered automatically as a participant in the Program you cannot enter the Giveaway through a mail-in entry.

The Giveaway is limited to residents of Washington State. By automatically entering into the Giveaway either through participation in the Program or submitting a mail entry, the PSE customer consents to be contacted by email at the address provided.

Giveaway winners will be randomly selected for each Giveaway Monthly Period and notified by email. The \$250 electronic gift card then will be processed and sent within a month of notification. If a winner does not confirm acceptance of the prize within ten calendar (10) days of email notification, that winner will be disqualified and an alternative winner selected. If the alternative winner does not respond within ten calendar (10) days of email notification, then there is no monthly winner for that month. Winners are responsible for all taxes incurred in connection with the prize awarded. PSE reserves the right to modify, cancel or terminate this Giveaway at any time.

There are no substitutions or cash redemptions for any prizes, except in the Program's sole discretion. Prizes are not transferable and lost or misplaced prizes will not be replaced. Prizes are subject to any terms and conditions on the electronic gift card.

Directors, officers, contractors and employees of PSE and Contractors and any of their respective parent companies, affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate families of each are not eligible to win any prizes.

8. Your Information.

You authorize PSE to share information about Your account including, but not limited to,

Your name, street address, account number, electrical usage, Device and billing information with their approved Contractors hired to implement and measure the performance of the Program. Customer data will be kept confidential by the Contractors and will not be used for any purpose other than implementation of the Program. By submitting User Data and any other data, materials, or information in connection with the Program, You are licensing such information to PSE and its Contractors for the purpose of providing the Program. In addition, You hereby authorize PSE and its Contractors to access Your information maintained by PSE and/or the Device Manufacturer solely in order for PSE and its Contractors to provide the Program and confirm Your eligibility. For example, You authorize PSE and its Contractors to obtain and share information about Devices used to participate in the Program with Device Manufacturers in order to facilitate Your participation in the Program and validate Your compliance with Program requirements. You understand and agree that by authorizing PSE to control Your Device in connection with the Program, PSE may receive access to data from Your Device directly, including data collected from its sensors. For the avoidance of doubt, notwithstanding anything to the contrary in these Terms, PSE retains its right to access and utilize Your Customer Data to provide You with utility service and manage its electrical system, independently from this Program.

9. Personal Non-Commercial Use.

The Program is offered for Your own personal, non- commercial use. Any commercial utilization of the Program is expressly prohibited unless otherwise authorized by PSE. In the instance of PSE authorizing commercial use of the Program, the full Program Terms are applicable.

10. Costs.

PSE is not responsible for costs associated with providing the systems necessary for You to participate in the Program, such as Devices or internet access. You are responsible for all taxes incurred with the issuance of any Incentives under the Program. AutoGrid will report incentives greater than \$600 received in a calendar year as income on IRS Form 1099 unless "Corporation" or "Exempt" tax status is marked on Your W-9. AutoGrid will collect as part of the enrollment process for certain Program(s) or if AutoGrid anticipates succeeding payments to You will total or exceed \$600. AutoGrid can and will withhold any payments until such a W-9, if requested by AutoGrid for certain Program(s), is completed and received.

11. No Warranty; Disclaimer.

YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR SOLE DISCRETION AND RISK. THE PROGRAM IS OFFERED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. PSE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND RELATING TO THE PROGRAM, WHETHER EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES FOR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON- INFRINGEMENT OR NON-MISAPPROPRIATION OR

INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY) AND ANY WARRANTIES OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT. PSE MAKES NO WARRANTIES THAT THE OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE. PSE MAKES NO GUARANTEE OF AN UNINTERRUPTED SUPPLY OF POWER.

12. Indemnification.

To the fullest extent permitted by applicable law, You agree to indemnify, and hold PSE, its officers, directors, employees, and agents (each, an "Indemnified Party"), harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with Your participation in the Program. You have no obligation to indemnify an Indemnified Party to the extent of the sole negligence, or willful misconduct of such Indemnified Party.

13. Limitation of Liability.

13.1. Limitation of Liability. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL PSE, ITS CONTRACTORS OR THE DEVICE MANUFACTURERS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF YOUR PARTICIPATION IN THE PROGRAM, EVEN IF PSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE PROGRAM OR WITH ANY OF THESE TERMS, OR FEEL PSE HAS BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE PARTICIPATION IN THE PROGRAM.

13.2. Exclusions. NOTHING IN THESE TERMS AND IN PARTICULAR WITHIN THIS "LIMITATION OF LIABILITY" CLAUSE SHALL ATTEMPT TO EXCLUDE LIABILITY THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW, INCLUDING LIABILITY FOR A PARTY'S FRAUD, WILLFUL INJURY TO THE PERSON OR PROPERTY OF ANOTHER, OR VIOLATION OF LAW, WHETHER WILFUL OR NEGLIGENT.

14. Termination.

14.1. Termination By PSE. PSE may terminate the Program, or Your participation in the Program, at any time, with or without cause, by providing You with written notice of such termination, which will be via the email You have on record for this Program.

14.2. Termination by You. You may terminate Your participation in the Program at any time and for any reason by unenrolling in the Program via Your Device's unenrollment process, sending an email to Flex@pse.com, or calling AutoGrid at 888-292-0502. To terminate your water heater's participation in the Program, contact Energy 350 at 833- 203-1947.

14.3. Rights at Termination. Upon termination, all rights granted to You by these Terms will immediately cease.

14.4. Survival. Any suspension, termination or cancellation of the Program will not affect Your obligations under these Terms which are intended to survive such suspension, termination or cancellation.

15. General.

15.1. Applicable Law and Dispute Resolution. These Terms shall be governed by the laws of the State of Washington, without giving effect to any conflict of laws or principles that may require the application of the law of another jurisdiction

15.2. Consent and Capacity. You represent that You are over 18 years of age and have the necessary legal capacity to execute this agreement and that You are an authorized representative with authority to legally bind the account holder designated below. You represent that You have received the necessary consents and approvals from the owner(s) or occupant(s) of any premises that is participating in the Program. You are solely responsible for any failure to receive necessary consents and approvals for the installation of qualifying equipment, including Devices, within Your premise or qualifying property and participation in the Program. Your participation is completely voluntary, and You can decide to withdraw at any point in the Program.

15.3. Entire Agreement. These Terms are the entire and exclusive agreement between PSE, Contractor, and You regarding the Program, and supersede and replace any prior agreements regarding the same. This is not a contract for utility service. Utility service provided to You by PSE remains subject to all PSE terms, conditions, rates, regulations, municipal codes, and policies.

15.4. No Assignment. You will not assign these Terms or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of PSE. Any purported assignment or delegation by You without the appropriate prior written consent of PSE will be null and void.

15.5. Severability and Waiver. In the event that any provision in these Terms is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The failure of PSE to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

15.6. Questions. If You have questions about these Terms or the Program, please contact the Program team at Flex@pse.com. We will communicate with You regarding this Program at the email address provided in the enrollment form.

15.7. Communications. By participating in this Program, You agree to receive Communications regarding the Program from PSE or its Contractors at the email

address and phone number provided for this Program. These Communications may be sent by PSE or its Contractors. You understand that You may opt out of these Communications at any time.

15.8. Consent. You agree to allow AutoGrid to coordinate with You and, as applicable, the manufacturers of your Device(s), to access personally identifiable information to remotely control Your Device(s) from the date You join the Program until the Program ends or PSE terminates Your enrollment. You agree to keep your Device(s) operational and connected to the wireless network of Your premise during the Term at Your sole cost and expense.

ChargePoint is a trademark of ChargePoint Inc.

Wallbox is a trademark of Wallbox USA Inc.

EvoCharge is a trademark of EvoCharge Inc.

Juicebox is a trademark of Enel X Way USA LLC.

SolarEdge is a trademark of SolarEdge Technologies Inc.

Google Nest is a trademark of Google LLC

Neviweb® is a registered trademark of Sinopé Technologies Inc ecobee is a registered trademark of ecobee Inc. Ltd

MYSA is a trademark of Empowered Homes Inc

The Copeland and Sensi logos are service marks and trademarks of Copeland LP and Copeland Comfort Control LP

©`2023` Resideo Technologies, Inc. This product is manufactured by Resideo and its affiliates. The Honeywell Home trademark is used under license from Honeywell International, Inc

Tesla is a trademark of Tesla, Inc.

FIGURE 34: PSE DEMAND RESPONSE TERMS AND CONDITIONS

DRP Performance Bond Letter

Below is an example Performance Bond Letter that The City can provide to it's customers if a third party were to manage the DRP program.

ELECTRIC RULE NO. 24/32
DIRECT PARTICIPATION DEMAND RESPONSE

STATE OF CALIFORNIA

Edmund G. Brown Jr., Governor

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE

SAN FRANCISCO, CA 94102-3298



Demand Response Provider Performance Bond Letter Sample

FOR NON-UTILITY DEMAND RESPONSE PROVIDERS SERVING
RESIDENTIAL AND SMALL COMMERCIAL CUSTOMERS

This language is provided to assist Demand Response Providers and bond issuers. Other forms may be acceptable provided they include the substantive language from this sample, subject to Energy Division staff approval.

All bonds must meet the following three criteria at a minimum:

1. The bond must be issued in a sufficiently high dollar amount to reimburse ratepayers for any amount of losses ratepayers may incur due to the Demand Response Provider's (DRP) negligence or misconduct.
2. The bond must guarantee the DRP's performance and provide that if there is a failure to perform the California Public Utilities Commission may receive reimbursement for the dollar value of that failure.
3. The bond must require payment to the State of California and the California Public Utilities Commission any amounts payable in the bond upon any default by the DRP.

Sample Language:

KNOW ALL BY THESE PRESENTS that we [INSERT NAME OF DRP], as Principal, and [INSERT NAME OF SURETY], a corporation organized and existing under the laws of the State of _____ and authorized to transact business in the State of California, as surety, are held and firmly bound unto the California Public Utilities Commission, as Oblige, in the penal sum of \$ _____ [INSERT AMOUNT AS SET IN RULE 24/32, SECTION E.1.D], good and lawful money of the United States of America, for the payment of which well and truly to be made we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Updated 9.19.16

ELECTRIC RULE NO. 24/32
DIRECT PARTICIPATION DEMAND RESPONSE

WHEREAS the Principal has made application to the Obligees for Registration as a Demand Response Provider under the provisions of the California Public Utilities Code, applicable California Public Utilities Commission decisions and the Pacific Gas and Electric Company's (PG&E's) and Southern California Edison Company's (SCE's) Electric Rule No. 24, and San Diego Gas and Electric Company's Electric Rule No. 32, Direct Participation Demand Response Rules ; and

WHEREAS the principal is required to post a performance bond in accordance with the provisions of the California Public Utilities Code and applicable California Public Utilities Commission decisions, including without limitation Decisions 13-05-012 and 12-11-025, for claims/damages resulting from the principal's nonperformance, fraud, or other violations of the laws, decisions and orders applicable to Demand Response Providers.

NOW, THEREFORE, if the Principal shall faithfully conform to, abide by, and/or perform all obligations under any applicable laws, decisions, and orders administered or issued by said Obligees, or any other applicable laws, decisions, and orders, including, without limitation, paying to the Obligees, or to any other person(s) or entity(s) as required by law, all monies due, or which shall become due, pursuant to such laws, decisions, and orders referenced herein, and receiving only funds to which Principal is legally due under Obligees' Direct Participation Demand Response Rules (Electric Rules 24/32), then the above obligation shall be void, otherwise to be and remain in full force and effect. If Principal shall fail in any of the foregoing ways, the above obligation shall be due and payable to Obligees up to the full amount of the bond.

The bond issuer reserves the right to cancel this bond by giving ninety (90) days written notice to the Obligees, and on the effective date of such ninety-day cancellation notice, the bond issuer is discharged and relieved of any liability, except the bond issuer shall remain liable for amounts not paid to customers by the DRP where the DRP's obligation to pay arises out of an involuntary cancellation of the DRP's customers from the DRP's contracts and where the involuntary cancellation occurs, or was noticed to the utility, before the termination of the bond. It is understood and agreed that the bond issuer will in no event be liable for an amount in excess of the stated coverage amount of this bond. Any termination notice must be sent to California Public Utilities Commission - 505 Van Ness Avenue, San Francisco, CA 94102, Attention: Energy Division - - Demand Response Provider Registration, by certified/return receipt mail.

Updated 9.19.16

FIGURE 35: DRP PERFORMANCE BOND LETTER

DRP Registration Form

Below is an example Registration Form that The City can provide to it's customers if a third party were to manage the DRP program.

DEMAND RESPONSE SERVICE PROVIDER REGISTRATION APPLICATION FORM

Pursuant to Electric Rule 24/32, this form must be completed by all Demand Response Providers (DRPs) utilizing bundled service customers in a California System Operator (CAISO) Demand Response Service. DRPs serving Residential customers and/or Small commercial customers with peak demand less than 20 kW ("Small Customers") must complete this entire form and post bond in accordance with the instructions found in this form.

PLEASE PRINT OR TYPE

DRP No. _____

(Filled by CPUC)

1. Exact Legal Name of Registrant: _____

If registrant is conducting business in California under a fictitious business name, list all the names under which the registrant is doing business as (DBA) in California, and the date and county in which the fictitious business name statement was filed (Attach additional page if necessary). For each DBA, provide a copy of the proof of publication of the fictitious business name, or a copy of the certified fictitious business name statement. (See Business & Professions Code Sections 17910, 17917, 17926)

DBA	Date	County
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Current Address: _____

Address _____		
City _____	State _____	Zip Code _____

3. Current Telephone Number: _____

4. Type of Ownership:

☐ Individual
 ☐ Partnership
 ☐ Corporation
 ☐ Limited Liability Company
☐ Government Entity
 ☐ Other

**Complete and mail this
application
along with \$100.00 certified check
to:**
 State of California
 Public Utilities Commission
 Energy Division - DRP Registration
 505 Van Ness Avenue
 San Francisco, CA 94102

**INCOMPLETE
APPLICATIONS
CANNOT BE
PROCESSED**

FOR CPUC USE ONLY

Application Processed

By: _____

Date: _____

Rev. 1/5/2016

5. If a non-California corporation, limited liability company, or limited partnership, attach a copy of the certificate from the California Secretary of State permitting the entity to transact business in California. (See Corporations Code Sections 2105, 15692, 17451)

6. a. If registrant is a corporation, the state in which the registrant is incorporated and
 Date of Incorporation: _____ State of Incorporation: _____
 (Date) (State)

b. List names and titles of corporate officers. (Attach additional page if necessary)

7. If registrant has listed type of ownership as "government entity" provide a brief description of the government entity, and list the names and titles of the personnel responsible for providing DRP DR Services to residential and small commercial customers. (Attach additional page if necessary)

8. The street address and telephone number of the registrant's principal place of business, if *DIFFERENT* from current address and telephone number listed in line numbers 2 and 3:

Street Address		
City	State	Zip Code
Telephone Number		

9. Estimated number of Residential and Small Commercial Customers that you plan to provide DRP DR services to, if any.

10. Before you can apply to register as a demand response provider (DRP), you are required to execute a service agreement with each utility distribution company (UDC) in whose service territory you plan to do business. State the name of each Utility for which you have a signed a DRP Service Agreement. Attach to this form an executed copy of each DRP Service Agreement.

Name of Utility(ies):

11. The name, title, address and telephone number of the person to whom correspondence or communication regarding customer complaints or inquiries are to be addressed.

Name		Title
Address		
City	State	Zip Code
Telephone Number	FAX Number (If available)	E-Mail Address (If available)

12. Name and Address of Agent for Service of Process:
(Must Be Located In California - See Corporations Code Sections 1505, 15800, 17057, 17060)

Name: _____

Street Address: _____

City and State: _____ Zip Code: _____

13. Disclosures

- a. Has the registrant, or any of the general partners, or corporate officers or directors, or limited liability company members, managers, and officers, ever been convicted of any felony?

☐ No ☐ Yes If yes, please explain on additional page.

- b. Within the last ten years, have any of these persons had any civil, criminal, or regulatory sanctions imposed against them pursuant to any state or federal consumer protection law or regulation?

☐ No ☐ Yes If yes, please explain on additional page.

NOTICE

Each DRP registered with the California Public Utilities Commission (CPUC) should be familiar with all the laws and decisions pertaining to the offering of demand response services to customers in California. This notice mentions some of the provisions that the DRP must abide by.

For DRPs (which, pursuant to Rule 24/32 include "an entity that is responsible for performing any or all the functions associated with either a CAISO-DRP and/or an Aggregator") providing DRP DR Services to Small Customers, to be issued a DRP Registration number, they are required to provide the CPUC with a performance bond in favor of the CPUC in the minimum amount specified by the CPUC's DRP Bond Formula contained in Pacific Gas and Electric Company's and Southern California Edison Company's Electric Rule 24 and San Diego Gas and Electric Company's Electric Rule 32, respectively. The performance bond must be received by the CPUC before the DRP registration will be considered complete. The performance bond shall be delivered to the Energy Division address listed on the first page of this form. This deposit requirement is subject to change. If a bond is to be or has been posted by a partnering DRP for this same group of customers, you attest that bond remittance by the partnering DRP is accommodated through a commercial agreement between the two DRPs. Such accommodation should consist of evidence satisfactory to the Energy Division that the bond protects customers served by both DRPs. This requirement may be satisfied if 1) bond is issued in the name of both DRPs, 2) each DRP

has its own bond, or 3) by other arrangement that makes clear that action of either DRP will cause payment on the bond. The following information must also be provided.

Name of Partnering DRP _____

Number of Small Customers _____

If you are posting bond on behalf of partnering DRP for this same group of customers, the following information must also be provided.

Name of Partnering DRP _____

Number of Small Customers covered by Bond _____

Prior to registering the customer in CAISO, a DRP providing DRP DR Services to any Small Customer is required to provide the potential customer with a written notice that describes the price, terms, and conditions of service. The notice shall include all of the elements set forth in the CPUC's direct participation consumer protection decisions, D.12-11-025 and D.13-12-029.

Any material change in the information required by this form shall be provided to the CPUC within 60 days, except for any change in the DRP's telephone number or address, which shall be reported within five days of such a change.

Mail the original signed form and a hard copy together with all required documents (\$100 certified check, DRP Service Agreement with utility(ies), performance bond (if applicable) and Customer Notification Form Letter (if applicable) to the Energy Division address listed on the first page of this form and send an electronic copy of the package to drp_registration@cpuc.ca.gov.

DECLARATION

If this registration form is verified outside of California, the verification must be made by an affidavit sworn or affirmed before a notary public.)

I, (print name and title) _____ hereby certify that I am empowered to act on behalf of _____ (registrant's name) and to make this application on its behalf. I declare under the penalty of perjury under the laws of the State of California that I have read the above notice, that the above statements and information submitted in connection with this application are true and correct, and that any documents furnished in connection with this application are true and correct copies.

Dated this _____, at _____
(Date) (Place of Execution)

Signature: _____

FIGURE 36: DRP REGISTRATION FORM

Third Party DRP Form

Below is an example DRP Form that The City can provide to it's customers if a third party were to manage the DRP program.



San Diego Gas & Electric Company
San Diego, California

Revised Cal. P.U.C. Sheet No. 61663-E

Canceling Revised Cal. P.U.C. Sheet No. 30366-E

SAMPLE FORMS

Sheet 1

FORM 144-0820

Customer Information Service Request for Demand Response Providers (CISR-DRP)

1/2024

(See Attached)

T

1C9

Advice Ltr. No. 4370-E

Decision No. D.23-09-006

Issued by

Dan Skopec

Senior Vice President
Regulatory Affairs

Submitted Jan 26, 2024

Effective Jan 26, 2024

Resolution No. _____

**CUSTOMER INFORMATION SERVICE REQUEST FOR
DEMAND RESPONSE PROVIDERS (CISR-DRP)****IMPORTANT INFORMATION FOR CUSTOMERS
THIS IS A LEGALLY BINDING CONTRACT - READ IT CAREFULLY**

San Diego Gas & Electric Company's (SDG&E's) Electric Rule 33 and its corresponding privacy policies, which can be found at <http://www.sdge.com/customer-privacy>, limit the disclosure of your personal information, such as your name, address, phone number, or electric account and billing information, to third parties unless you expressly authorize us to do so. This form facilitates the disclosure of your personal energy-related data to non-utility Demand Response Providers (DRPs) so that you may obtain Demand Response services offered by such DRPs in accordance with SDG&E's Electric Rule 32, which can be accessed at http://regarchive.sdge.com/tm2/pdf/ELEC_ELEC-RULES_ERULE32.pdf. This form may be used to authorize the release of Bundled, Community Choice Aggregation (CCA), and Direct Access (DA) customer information. In some cases, two DRPs may collaborate to provide customers with Rule 32 Demand Response services. Accordingly, this form allows for disclosure of your information to both a Primary DRP and an optional Secondary DRP. Once you authorize the DRPs to access your personal energy-related data, you are responsible for ensuring that the DRPs safeguard this information from further disclosure without your consent. This authorization is separate from any other agreements between you and any DRP for Demand Response services. This form also permits your Primary and Secondary DRP the ability to request SDG&E make limited changes to the SDG&E electric meter(s) serving the service account(s) being enrolled in Demand Response services, as specified in Section C below.

I, (Customer),

Customer Name According To SDG&E Records				
Contact Name (if different from above)	First		Last	
E-Mail			Phone	

(Either an e-mail address or phone number is required.)

do hereby (check only one): ☐ AUTHORIZE (sign Section D) ☐ REVOKE (sign Section H)

access to my personal energy-related data for the following DRP(s):

Name of Primary DRP		SDG&E Rule 32 ID	
E-Mail		Phone	

(Complete the following table only if you are authorizing data to be released to a Secondary DRP)

Name of Secondary DRP		SDG&E Rule 32 ID	
E-Mail		Phone	

Concerning the following service accounts:

SERVICE ADDRESS (NUMBER AND STREET)	SERVICE CITY	SERVICE ACCOUNT #

(You can include additional service agreements by attaching a list to this form.)



CUSTOMER INFORMATION SERVICE REQUEST FOR DRP (CISR-DRP)

FOR AUTHORIZATION USE ONLY

A. TIMEFRAME OF AUTHORIZATION (check only one option)

- ☐ Begin today and continue until _____ (mm/dd/yyyy) or until revoked by customer or DRP.
- ☐ Begin today and continue indefinitely or until revoked by Customer or DRP.

B. SUMMARY OF INFORMATION AUTHORIZED TO BE RELEASED

I, (Customer), authorize SDG&E to disclose to the above DRP(s) for the service accounts listed above and/or attached to this form: 1) customer information (e.g., service account number, service address, rate schedule), 2) up to 36 months of historical and ongoing electric and gas meter data and/or monthly usage data, 3) current SDG&E demand response programs in which I am known to participate, 4) historical energy efficiency program(s) in which I qualified and was paid, 5) the last 12 months of electric and gas rates for the current meter and notification of rate change, and 6) the information identified in Section D of Electric Rule 32.

C. CHANGES YOU AUTHORIZE THE DRP TO MAKE ON YOUR BEHALF

I, (Customer), grant the above-referenced DRP(s) permission to request that SDG&E shorten the interval length of my electric meter(s), if available, for the service accounts listed above and/or attached to this form, when the DRP has successfully registered such service accounts with the CAISO's Relevant Systems, if SDG&E is the Meter Service Provider.

I, (Customer), also grant the above-referenced DRP(s) permission to revoke this authorization on my behalf. I understand that a revocation submitted by any party to this authorization shall revoke this authorization for all parties.

D. CUSTOMER AGREEMENT

I, (Customer), authorize the actions and changes to be made (or undertaken) by SDG&E as specified in this authorization. I understand that my information may be transmitted to the DRP(s) even after the authorization has ended to update to the data for the period during which this authorization was valid. In all cases, this authorization will be automatically revoked for a service account when such service account is closed. I understand SDG&E reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf.

I, (Customer), understand and agree that if any of my service accounts listed herein are on Critical Peak Pricing (CPP), those service accounts will be scheduled to be unenrolled from CPP when those service account(s) are successfully registered in the CAISO's Relevant Systems by one of the above DRPs. I agree to bear any resulting financial consequences, including without limitation, loss of bill protection, loss of existing reservations of capacity, or loss of incentives related to my participation in CPP.

If I am not the Customer or Record, I declare that I am authorized to execute this authorization on behalf of the Customer of Record listed at the top of this form and I have authority to financially bind the Customer of Record.

I hereby release, hold harmless, and indemnify SDG&E from any liability, claims, demands, and causes of action, damages, or expenses resulting from: (1) any release of information to the DRP(s) pursuant to this authorization; (2) the unauthorized use of this information by the DRP(s) or any other third party; and (3) any actions taken by a DRP pursuant to this authorization. I understand that I may revoke this authorization at any time by submitting a revocation request using this same form or authorized electronic process accepted by SDG&E. If submitted electronically, I hereby indicate my consent to the use of electronic authorization.

Authorized Signature of Customer

Date Signed (mm/dd/yyyy)



**CUSTOMER INFORMATION SERVICE REQUEST FOR DRP
(CISR-DRP)**

E. PRIMARY DRP'S AGREEMENT REGARDING CUSTOMER RELEASE AUTHORIZATION

I, (Primary DRP), hereby agree to comply with this agreement, and to release, hold harmless, and indemnify SDG&E from any liability, claims, demand, causes of action, damages, or expenses resulting from the use of customer information obtained pursuant to this authorization. If submitted electronically, I hereby indicate my consent to the use of electronic authorization.

Authorized Signature of First DRP

Date Signed (mm/dd/yyyy)

F. SECONDARY DRP'S AGREEMENT REGARDING CUSTOMER RELEASE AUTHORIZATION

I, (Secondary DRP), hereby agree to comply with this agreement, and to release, hold harmless, and indemnify SDG&E from any liability, claims, demand, causes of action, damages, or expenses resulting from the use of customer information obtained pursuant to this Authorization. If submitted electronically, I hereby indicate my consent to the use of electronic authorization.

Authorized Signature of Second DRP

Date Signed (mm/dd/yyyy)

G. JURISDICTION OF CPUC

This authorization is subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

FOR REVOCATION USE ONLY

H. CUSTOMER REVOCATION OF AUTHORIZATION

I, (Customer), hereby revoke the authorization to release information to the DRP(s) listed above. I hereby release, hold harmless, and indemnify SDG&E from any liability, claims, demands, causes of action, damages, or expenses resulting from: () this revocation; (2) any refusal to release information to the DRP(s) pursuant to this revocation; and (3) any conduct by the DRP(s) in connection with this revocation. If submitted electronically, I hereby indicate my consent to the use of electronic authorization.

Authorized Signature of Customer or Its Agent

Date Signed (mm/dd/yyyy)

I. DRP REVOCATION OF AUTHORIZATION/DISCONTINUANCE FROM DEMAND RESPONSE SERVICE

I, (DRP), hereby revoke the authorization to release the Customer's information to the above designated DRP(s). Further, I hereby notify SDG&E that the date of the Customer's actual or anticipated revocation or discontinuance from my Demand Response services is _____ (mm/dd/yyyy). I hereby release, hold harmless, and indemnify SDG&E and its agents from any liability, claims, demands, causes of action, damages, or expenses resulting from: () this revocation, (2) any refusal by SDG&E to release information to the DRP(s) pursuant to this revocation, (3) any conduct by my DRP(s) in connection with this revocation, and () my DRP(s)' failure to timely notify SDG&E of the Customer's revocation or discontinuance from my Demand Response services. If submitted electronically, I hereby indicate my consent to the use of electronic authorization.

Authorized Signature of DRP

Date Signed (mm/dd/yyyy)

FIGURE 37: THIRD PARTY DRP FORM

DRP Agreement

Below is an example DRP Agreement that The City can provide to it's customers if a third party were to manage the DRP program.

SDGE
San Diego Gas & Electric Company
San Diego, California

Revised Cal. P.U.C. Sheet No. 27107-E
Canceling Original Cal. P.U.C. Sheet No. 24735-E

SAMPLE FORMS
FORM 144-0821

Sheet 1

Demand Response Provider (DRP) Service Agreement

01/2016

(See Attached)

T

1C5

Advice Ltr. No. 2821-E-C

Decision No. _____

Issued by
Dan Skopec
Vice President
Regulatory Affairs

Date Filed Jan 28, 2016

Effective Jan 1, 2016

Resolution No. _____



DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT

This Demand Response Provider (“DRP”) Service Agreement (“Agreement”) is made and entered into as of this ____ day of ____, by and between “____” (“DRP”), a ____ organized and existing under the laws of the state of ____, and the Utility, “San Diego Gas and Electric Company” (“SDG&E”), wherein SDG&E is a corporation organized and existing under the laws of the state of California. From time to time, DRP and SDG&E shall be individually referred to herein as a “Party” and collectively as the “Parties.”

Section 1: General Description of Agreement

1.1 This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference, and the Parties are also bound by the requirements of Electric Rule 32, which this Agreement is intended, in part, to effectuate. This Agreement and Electric Rule 32 shall govern the business relationship between the Parties hereto by which DRP shall offer Demand Response Provider Demand Response Service (DRP DR Service) in the California Independent System Operator’s (CAISO’s) wholesale electricity markets through transactions with bundled service customers in SDG&E’s service territory. Each Party, by agreeing to undertake specific activities and responsibilities for or on behalf of customers, acknowledges that each Party shall relieve and discharge the other Party of the responsibility for said activities and responsibilities with respect to those customers, consistent with Rule 32, Section C. Except where explicitly defined herein, the definitions controlling this Agreement are contained in SDG&E’s Rule 1, Definitions, and/or Rule 32, Direct Participation Demand Response.

1.2 The form of this Agreement has been developed as part of the California Public Utility Commission’s (CPUC’s or Commission’s) regulatory process, was intended to conform to CPUC directives, was filed with and approved by the CPUC for use between a SDG&E and a DRP participating in the wholesale market with SDG&E’s bundled service customers, and may not be waived, altered, amended or modified, except as provided a) herein or in Rule 32 or b) as may otherwise be authorized by the CPUC. Each party shall be responsible for keeping up-to-date on Commission-authorized changes.

Section 2: Representations

2.1 Each Party agrees to remain in compliance with the terms of this Agreement, Rule 32, as amended from time to time upon CPUC approval, and other applicable Commission rules and requirements regarding use of the SDG&E’s bundled load to provide demand response in the wholesale electricity market.

2.2 Each person executing this Agreement for the respective Parties expressly represents and warrants he or she has authority to bind the entity on whose behalf this Agreement is executed.

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2.3 Each Party represents that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.

2.4 Each Party shall (a) exercise all reasonable care, diligence, and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.

2.5 As two (2) DRPs may be involved with providing DR Services for a single customer into the wholesale electricity market, the DRP represents that, in so far as it is partnering with another DRP to provide these services, the division of total responsibilities as contained in Rule 32 and its associated contracts has been parsed out between the parties such that all responsibilities have been met through one or more commercial agreements. Each partnering DRP is required to sign this Service Agreement and register DRP status with the Commission.

Section 3: Term of Service

The term of this Agreement shall commence on the last date of execution by both Parties hereto (the "Effective Date") and shall terminate on the earlier of (a) the date the DRP informs the SDG&E it is no longer operating as a DRP for the SDG&E's customers; (b) upon termination pursuant to Section 5 hereof; (c) the effective date of a new DRP Service Agreement between the Parties hereto, or (d) upon relevant modification of Rule 32 that materially affects this Agreement. Notwithstanding the Effective Date of this Agreement, the DRP acknowledges it may only offer Demand Response Service to customers effective on or after the CPUC-approved date for commencement of such services by DRPs, and only after it has fulfilled the provisions of Rule 32, Section E.1 and E.3 (CPUC requirements for DRPs enrolling Bundled Service customers).

Section 4: Billing, Metering, Payment, Other Duties

4.1 Metering services that are available to the DRP shall be as described in SDG&E's Electric Rule 32, Section F.

4.2 SDG&E will bill and the DRP agrees to pay for all services and products provided by SDG&E, and approved by the CPUC, related to direct participation demand response services in accordance with the terms and conditions set forth in Electric Rule 32 and any fee schedule to be adopted in cost recovery application, hereinafter Schedule E-DRP. Any services provided by the DRP to Utility shall be by separate agreement between the Parties and are not a subject of this Agreement.

4.3 SDG&E, to the extent it is acting as the Meter Data Management Agent (MDMA), agrees to provide meter data to the DRP, in accordance with Sections D and F of Electric Rule 32.

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MDMA services, requested by the DRP or its customers, may be provided by SDG&E subject to a separate agreement or an otherwise applicable tariff.

4.4 DRP may request access from the SDG&E to customer-specific electric energy usage data subject to obtaining customer authorization and consistent with Commission precedents and orders governing customer data access, as described in SDG&E's Electric Rule 32, Section D. Customer data may also be obtained through Data Pulse Equipment installed by the SDG&E provided the DRP has obtained customer consent for such utilization and provided that acquisition of data and such utilization does not interfere with SDG&E's metering equipment. DRP will be responsible for installation costs. Upon mutual agreement of the parties, customers may authorize DRP access to data using electronic means. As soon as reasonably practical, electronic authorization of third-party data access should supersede paper forms.

4.5. To the extent a customer indicates on the Customer Information Request Form for Demand Response Providers (CISR-DRP) that it authorizes its DRP to notify SDG&E of the customer's disenrollment from Demand Response Service pursuant to the relevant checkbox on the Form CISR-DRP, the DRP must effectuate the customer's wishes by notifying the SDGE immediately so that SDG&E can terminate transmission of the specified data to the DRP. The DRP releases, holds harmless and indemnifies SDG&E from any liability, claims, demands, causes of action, damages or expenses resulting from any failure to timely notify SDG&E of the customer's disenrollment. In the event that the customer, not the DRP on the customer's behalf, revokes access to customer meter data, SDG&E shall provide the DRP with immediate notice of the revocation.

4.6. In accordance with Rule 32, Section H, the DRP must establish a security deposit limited to twice the estimated maximum monthly bill for SDG&E charges under this Agreement.

Section 5: Events of Default and Remedy for Default

5.1 An Event of Default under this Agreement shall occur if either Party breaches a material term of this Agreement or SDG&E's Electric Rule 32 and does not cure such breach within thirty (30) calendar days of receipt of written notice from the non-defaulting Party, or within such time as may be provided by this Agreement or Rule 32.

5.2 In the Event of Default, the non-defaulting Party shall be entitled (a) to exercise any and all remedies available under SDG&E's Electric Rule 32; (b) to the extent not inconsistent with SDG&E's Electric Rule 32, to exercise any and all remedies provided for by law or in equity; and (c) to terminate this Agreement upon written notice to the other Party which shall be effective upon the receipt thereof.

5.3 Breach by any Party hereto of any provision of Rule 32 shall be governed by applicable provisions therein and each Party will retain all rights granted thereunder.

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Section 6: Nondisclosure

6.1 Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term “Confidential Information” shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, customers of either or both Parties, suppliers for either Party, personnel of either Party, any trade secrets, and other information of a similar nature, whether written or in intangible form that is marked proprietary or confidential with the appropriate owner’s name. Without limiting the foregoing, Confidential Information shall also include customer-specific information transmitted by SDG&E to the DRP regarding location of customer service accounts on the CAISO grid (Sub-Lap and pNode), service voltage, meter numbers and types, the identity of customers’ MDMA, Meter Service Provider and Load Serving Entity, and any Unique Customer Identifier(s) assigned by SDG&E and entered into CAISO’s Demand Response System by a DRP. Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was under an obligation of confidentiality to the other Party to this Agreement, or information developed by either Party independent of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. These obligations with respect to treatment of Confidential Information shall survive this Agreement pursuant to Section 22.8 below. Customers’ interval usage data, disclosed by SDG&E subject to customer authorization via Form CISR-DRP, shall not be considered Confidential Information as defined in this Agreement. However, the DRP is subject to Rule 33 as a Covered Entity to the extent that the DRP receives interval usage data for more than ten customers.

6.2 Notwithstanding the foregoing, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

Section 7: Limitation of Liability

Each Party’s liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys’ fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the total amount paid or payable to SDG&E under this Agreement or Schedule E-DRP during the six-month period immediately preceding the event giving rise to the claim(s). In no event shall either Party be liable to the other Party for

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any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

Section 8: Indemnification

8.1 To the fullest extent permitted by law, and subject to the limitations set forth in Section 7 of this Agreement, each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, and its current and future direct and indirect parent companies, affiliates, subsidiaries and their shareholders, officers, directors, employees, contractors agents, servants, successors and assigns (collectively, the "Indemnified Party") from and against any and all third-party claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including reasonable expenses, legal and otherwise, which shall include reasonable attorneys' fees ("Claims"), to the extent arising from negligent or willful act or omission by the Indemnifying Party in the performance of this Agreement, except to the extent arising from any negligent or willful act or omission of the Indemnified Party. This Section 8 represents the Indemnifying Parties' entire obligation and the Indemnified Party's exclusive remedy regarding any third party claims.

8.2 If any claim covered by Section 8.1 is brought against the Indemnified Party, then the Indemnifying Party shall be entitled to assume the defense of such claim. If a conflict precludes the Indemnifying Party from assuming the defense, then the Indemnifying Party shall reimburse the Indemnified Party on a monthly basis for the Indemnified Party's defense through separate counsel of the Indemnified Party's choice. Even if the Indemnifying Party assumes the defense of the Indemnified Party, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

8.3 The Indemnifying Party's obligation to indemnify under this Section 8 shall survive termination or assignment (from the period of time prior to the assignment) of this Agreement, and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Indemnifying Party under any statutory scheme, including, without limitation, under any Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

Section 9: Assignment and Delegation

9.1 Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee and the assignor shall be relieved of its rights and obligations. Any assignment in violation of this Section 9 shall be void *ab initio*.

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9.2 Notwithstanding the provisions of this Section 9, either Party may subcontract its duties under this Agreement to a subcontractor, provided that the subcontracting Party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, shall serve as the point of contact between its subcontractor and the other Party, and shall provide the other Party at least thirty (30) calendar days' prior written notice of any such subcontracting, which notice shall include such information about the subcontractor as the other Party shall reasonably require, and provided further that each Party may subcontract its obligation to provide Metering or Meter Reading Services under this Agreement only to subcontractors who have complied with all certification or registration requirements described in applicable law, CPUC rules and SDG&E's Electric Rule 32. If either Party subcontracts any of its duties hereunder, it shall cause its subcontractors to perform in a manner which is in conformity with that Party's obligations under this Agreement.

Section 10: Independent Contractors

Each Party shall perform its obligations under this Agreement (including any obligations performed by a Party's designees as permitted under Section 9 of this Agreement) as an independent contractor.

Section 11: Entire Agreement

This Agreement consists of, in its entirety, this Demand Response Provider Service Agreement and all attachments hereto, and all Demand Response Service Requests submitted pursuant to this Agreement and SDG&E's Electric Rule 32. This Agreement supersedes all other service agreements or understandings, written or oral, between the Parties related to the subject matter hereof with the exception of Rule 32, the terms of which are incorporated herein, and Schedule E-DRP, which shall be read in conjunction with this Agreement.

Section 12: Enforceability

If any provision of this Agreement or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

Section 13: Notices

13.1 Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon delivery if delivered by (a) hand; (b) email; (c) U.S. Mail, first class postage pre-paid, or (d) facsimile, with confirmation of receipt to the Parties as follows:

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If the notice is to the DRP:
 Company Name Contact Name:
 Business Address:
 E-mail address:
 Facsimile:

If the notice is to the LSE:
 Contact Name:
 Business Address:
 E-mail address
 Facsimile:

13.2 Each Party shall be entitled to specify as its proper address any other address in the United States upon written notice to the other Party.

13.3 Each Party shall designate in Attachment A the person(s) to be contacted with respect to specific operational matters relating to Demand Response Service. Each Party shall be entitled to specify any change to such person(s) upon written notice to the other Party.

Section 14: Time of Essence

The Parties expressly agree that time is of the essence for all portions of this Agreement.

Section 15: Dispute Resolution

15.1 Should SDG&E and DRP have an unresolved dispute under this Agreement, the dispute shall initially be referred to a Vice President of SDG&E, or his/her designee, and an officer of DRP, or designee, for resolution. Should the dispute remain unresolved after good faith informal dispute resolution, the Parties shall proceed under the Dispute Resolution outlined in Section I of SDG&E's Electric Rule 32.

15.2 If the dispute involves a request for damages, Parties are notified that the Commission has no authority to award damages. To resolve such issues, the Parties may mutually agree to pursue mediation or arbitration to resolve such issues, or, if no agreement is reached, to pursue other legal remedies that may be available to the Parties with the understanding that nothing in this section vitiates the effect of Sections 7 and 8 *supra*.

Section 16: Applicable Law and Venue

This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance. Except for matters and disputes with respect to which the CPUC is the initial proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in San Diego

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County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

Section 17: Force Majeure

Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including but not limited to, unusually severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes ("Force Majeure Event"), which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. It is agreed that upon receipt of notice from the affected Party about such Force Majeure Event to the other Party within a reasonable time after the cause relied on, then the obligations of the Party, so far as they are affected by the event of force majeure, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch. Both Parties shall take all reasonable steps to comply with this Agreement and SDG&E's Electric Rule 32 despite occurrence of a Force Majeure Event.

Section 18: Not a Joint Venture

Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

Section 19: Conflicts Between this Agreement and SDG&E's Electric Rule 32

Should a conflict exist or develop between the provisions of this Agreement and SDG&E's Electric Rule 32, Rule 32 shall prevail.

Section 20: Amendments or Modifications

20.1 Except as provided in Section 1.2, no amendments or modifications shall be made to this Agreement, in whole or in part, except by an instrument in writing executed by authorized representatives of the Parties to the extent they are consistent with Commission approval, and no amendment or modification shall be made by course of performance, course of dealing or usage of trade. Substantive changes to the terms of this Agreement shall be first approved by the Commission.

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20.2 This Agreement may be subject to such changes or modifications as the CPUC may from time to time direct or necessitate in the exercise of its jurisdiction, and the Parties may amend the Agreement to conform to changes directed or necessitated by the CPUC. In the event the Parties are unable to agree on the required changes or modifications to this Agreement, their dispute shall be resolved in accordance with the provisions of Section 15 hereof or, in the alternative, DRP may elect to terminate this Agreement upon written notice to SDG&E, which shall be effective upon the receipt thereof. SDG&E retains the right to unilaterally file with the CPUC, pursuant to the CPUC's rules and regulations, an application for a change in SDG&E's rates, charges, classification, service, or rules, or any agreement relating thereto.

Section 21: Audits

21.1 When the DRP reasonably believes that errors related to billing and metering activity may have occurred and SDG&E is the MDMA for the customer(s), the DRP may request the production of such documents as may be required to verify the accuracy of such billing and metering, provided that requisite customer consent has been obtained by the DRP. Such documents shall be provided within ten (10) business days of such request. In the event the requesting Party, upon review of such documents, discovers actual errors related to metering activity, the requesting Party may direct that an audit be conducted. SDG&E and the DRP shall designate their own employee representative or their contracted representative to audit the other party's records subject to confidentiality requirements.

21.2 Any such audit shall be undertaken by the SDG&E, the DRP, or their contracted representative at reasonable times without interference with the audited Party's business operations, and in compliance with the audited Party's security procedures. SDG&E and the DRP agree to cooperate fully with any such audit.

21.3 Specific records to support the accuracy of meter data provided in the settlement process may require examination of metering support documentation maintained by subcontractors. Each of the SDG&E and the DRP shall include a similar clause in their agreements with their subcontractors reserving the right to designate their own employee representative, or their contracted representative to audit records related to the settlement process for Demand Response Service.

21.4 The auditing Party will notify the audited Party in writing of any exception taken as a result of an audit. The audited Party shall refund the amount of any undisputed exception to the auditing Party within thirty (30) days. If the audited Party fails to make such payment, the audited Party agrees to pay interest, accruing monthly, at a rate equal to the prime rate plus two percent (2%) of Bank of America NT&SA, San Francisco, or any successor institution, in effect from time to time, but not to exceed the maximum contract rate permitted by the applicable usury laws of the State of California. Interest will be computed from the date of written notification of exceptions to the date the audited Party reimburses the auditing Party for any exception. The cost of such audit shall be paid by the auditing Party; provided, however, that in the event an audit verifies overcharges of five percent (5%) or more, then the audited Party shall reimburse the auditing Party for the cost of the audit.

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21.5 This right to audit shall extend for a period of three (3) years following the date of final payment under this Agreement. Each party and each subcontractor shall retain all necessary records and documentation for the entire length of this audit period.

Section 22: Miscellaneous

22.1 Unless otherwise stated in this Agreement: (a) any reference in this Agreement to a section, subsection, attachment or similar term refers to the provisions of this Agreement; (b) a reference to a section includes that section and all its subsections; and (c) the words “include,” “includes,” and “including” when used in this Agreement shall be deemed in each case to be followed by the words “without limitation.” The Parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

22.2 The provisions of this Agreement are for the benefit of the Parties and not for any other person or third party beneficiary. The provisions of this Agreement shall not impart rights enforceable by any person, firm, or organization other than a Party or a successor or assignee of a Party to this Agreement.

22.3 The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions thereof.

22.4 Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing signed by the waiving Party.

22.5 Each Party shall be responsible for paying its own attorneys’ fees and other costs associated with this Agreement, except as provided in Sections 7 and 8 hereof.

22.6 To the extent that the CPUC has a right under then-current law to audit either Party’s compliance with this Agreement or other legal or regulatory requirements pertaining to Demand Response Service that Party shall cooperate with such audits. Nothing in this Section shall be construed as an admission by either Party with respect to the right of the CPUC to conduct such audits or the scope thereof.

22.7 Except as may be provided or limited by this Agreement, the obligations which by their nature are intended to survive termination of this Agreement, including representations, warranties, covenants and rights and obligations with respect to indemnification, payment, settlement, and confidentiality, shall so survive.

22.8 Except as otherwise provided in this Agreement, all rights of termination, cancellation or other remedies in this Agreement are cumulative. Use of any remedy shall not preclude any other remedy in this Agreement.

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The Parties have executed this Agreement on the dates indicated below, to be effective upon the later date.

The signatories hereto represent that they have been appropriately authorized to enter into this Contract on behalf of the party for whom they sign.

DEMAND RESPONSE PROVIDER:

NAME OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE: _____

TITLE: _____

MAILING ADDRESS: _____

TELEPHONE: _____

SAN DIEGO GAS AND ELECTRIC COMPANY

NAME OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE: _____

TITLE: _____

DATE EXECUTED: _____

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ATTACHMENT A
Metering and Meter Reading Services

A. Contact Persons (Section 13.3):**1. Metering and Meter Reading Services****LSE Contact:**

Email Address: _____

DRP Contact:

Email Address: _____

MDMA Contact:

Email Address: _____

B. Parties' Representatives (Section 15.1):**LSE Representative:** _____

Contact Name: _____

Business Address: _____

Phone Number: _____

Email Address: _____

DRP Representative: _____

Contact Name: _____

Business Address: _____

Phone Number: _____

Email Address: _____

A-1

FIGURE 38: DRP AGREEMENT

PSE Business Demand Response Quick Reference Guide (QRG)

Below is an example brochure with QR code that The City can provide to it's business customers to sign up for demand response.



Business Demand Response

Earn incentives for curtailing energy use

Our business demand response program provides an opportunity for small, medium, large and industrial businesses to earn incentive payments while helping maintain reliable electricity. Whether it's our hot summer months or cold winter season, you can earn incentives simply by limiting electric use for short periods of time. When the demand for electricity approaches critical peak levels, utilities and grid operators dispatch our demand response network, which is made up of local organizations and residents that have agreed to reduce energy use during times of high demand.

How it works

We've teamed up with AutoGrid and Enel to develop a custom curtailment plan that includes actions like adjusting HVAC set points, reducing lighting and modifying production lines to name a few.

The team:

- Reviews your business' historical electrical use data and provides an assessment on where and how you can effectively shed load during demand response events.
- Helps you understand the actions taken during a demand response event (automated or behavioral), while also providing you with an estimate of the incentive amount you can earn by participating.
- Breaks down the calculations for you. Your earnings will be a combination of your business' committed load reduction capacity and the average of your participation across all events within a given season, multiplied by a fixed kilowatt (kW) amount.

How you qualify and apply

To be eligible for this program, you must be a current PSE business electric customer and your business site must be within PSE's electric service area and use electricity from PSE. Use the QR code on this flyer to apply. If you have questions, get in touch with us at businessdemandresponse@pse.com.

Energy-efficiency programs like Business Demand Response support your clean-energy goals and align with PSE's aspirational goal to lower carbon emissions to net zero by 2045. Learn how at pse.com/TOGETHER.



pse.com/bdrp



FIGURE 39: PSE BUSINESS DEMAND RESPONSE QRG

Frequently asked questions

How do I participate?

We'll work with you to identify your energy-reduction potential and create a strategy that delivers maximum value with minimum impact to your operations. These measures will be outlined in a detailed energy-reduction plan.

In some cases, our team will install necessary metering devices at your facility to establish communication with their network operations center so they can monitor your energy consumption levels in real time. Throughout the process, our team will fully manage enrollment, measurement, verification and payments all on your behalf.

How do I get notified when it's time to reduce?

The notification you'll receive is called a "dispatch," and you'll be alerted by text message, email and/or phone call. Once you receive the notification, you'll respond by reducing energy use in accordance with your energy-reduction plan. At the conclusion of the event (the dispatch period), you'll receive a post-event follow-up from our team.

What can I expect during a dispatch?

Notification: When PSE anticipates high demand on the grid, we will dispatch our demand response network into action. Our team will notify you via text message, email and/or phone call, depending on your preferences, to inform you of when the dispatch will begin.

Response: At the start of the dispatch, your facility will reduce its electricity use according to your predetermined energy-reduction plan, either manually or, if requested, through our automated tool measures.

Support: Before, during and after a dispatch, our team remain in communication with your facility. Our team is available 24/7/365, supporting you to ensure that you achieve the highest possible levels of performance and payments.

What types of reductions can I make?

Our team has extensive experience creating energy-reduction strategies that work within the operational limitations of a wide variety of facilities, including cold storage, manufacturing, food processing, universities, malls, office buildings and more. Our team can also help implement full control systems that allow your electric load to be toggled remotely.

Common reduction examples include:

- Reducing nonessential lighting
- Modifying manufacturing processes
- Adjusting HVAC equipment
- Dialing back pumps
- Changing settings in industrial freezers

Customers often facilitate dispatch participation by simply shifting many of their energy-intensive processes by a few hours.

Can I sign up for Business Demand Response if I have an existing PSE grant?

Yes. Participation in this program is a layer on top of other PSE grant programs offered. For example, if you have an existing Business Lighting Incentive retrofit grant, you may also participate in our Business Demand Response program.



pse.com/bdrp



8063 10/23

Voltus Case Study – City District

Below is a summary of a city district case study performed by Voltus.

Case Study

Kansas city district earns over \$8,000/month supporting electric grid reliability

SUMMARY

- Over \$100,000 in revenue earned in 2022
- 12 metric tons of CO₂ avoided

info@voltus.co
www.voltus.co

voltus

CHALLENGE

Electricity is a significant cost for this Kansas city district. The customer was eager to create a new revenue stream through demand response (DR), while supporting the stability of their community's power grid and meeting their ESG goals.

THE SOLUTION

Voltus determined their demand response eligibility by evaluating their operations, identifying 3 MW of curtailable load, and providing them with an earnings estimate. The customer then signed Voltus's one-page, no-cost, no-risk agreement.

Voltus installed its Voltlet™, a 30-second interval energy monitoring device at the customer's site. The customer also gained access to the Voltus platform, providing visibility into their real-time energy consumption along with clear reporting on forecast, earned, and disbursed DR dollars.

Voltus and the customer partnered to optimize performance and increase earnings. Voltus provided clear dispatch communications and the customer executed a well-defined curtailment plan.

THE RESULTS

Enabled with Voltus's technology, **the customer earned over \$8,000 per month on average in 2022.** In addition, they **avoided 12 metric tons of CO₂ emissions** by using less energy during demand response events.

FIGURE 40: VOLTUS CASE STUDY – CITY DISTRICT



Meeting Date: April 7, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Employment Agreement with Christopher E Horner (Public Comment Opportunity)
Submitted by: Heidi Behrends Cerniwey, City Manager
Department: City Manager

Suggested Motion/Action:

Authorize the City Manager to sign the employment agreement with Christopher E Horner outlining terms as the Ellensburg City Attorney.

Background/Summary:

Through the 2025-2026 Budget adoption process, Council approved the necessary budget authority and position to replace the retiring Assistant City Manager/City Attorney with a City Attorney, pending retirement of incumbent Terry Weiner in 2025.

Previous Council Action:

On December 2, 2024, Council approved Pay Plan Resolution No. 2024-33 for fiscal year 2025 for non-represented City employees. Council also adopted Ordinance No. 4950, the 2025-2026 Biennial Budget at that same meeting.

Analysis:

The City Manager has hiring authority and responsibility for all City employees. Agreements that exceed purchasing authority must be approved by the City Council. The Employment Agreement provides for and clarifies terms of employment, benefits, professional development, and separation appropriate for the role of the City Attorney.

The City's Human Resources staff conducted an open competitive recruitment for the City Attorney position. Christopher E. Horner was selected to serve in the position. Chris has worked with Kittitas County Prosecutor's Office in the Civil Division for more than eleven years, with background in public and private sector legal environments. He brings a broad spectrum of legal experience which will translate well to the position, including advising management and executives on employment and other municipal law matters, administering and resolving claims, overseeing outside counsel, and litigating matters as lead counsel. Chris has an MBA and JD from the University of Nevada, Las Vegas.

Financial Impact:

The compensation proposed in the agreement is aligned with the pay plan for the position and the department has sufficient budget authority through the adopted 2025-2026 Biennial Budget.

Budget Adjustment: No

Attachments:

1. Employment Agreement C Horner FINAL 4-7-2025
2. City Attorney - 01.06.2025

**CITY OF ELLENSBURG EMPLOYMENT AGREEMENT
CHRISTOPHER E. HORNER – CITY ATTORNEY**

THIS AGREEMENT is entered into by and between the CITY OF ELLENSBURG, a municipal corporation, hereinafter referred to as “City”, and Christopher E. Horner, hereinafter referred to as “Employee”, and is effective this 16th day of April 2025.

WHEREAS, the City desires to employ the services of the Employee as the City Attorney for the City of Ellensburg to perform the duties provided by Ellensburg City Code, the Revised Code of Washington, and such other duties as may be directed by the City Manager; and

WHEREAS, it is the desire of the City to secure and retain the services of the Employee and provide inducement for Employee to remain in such employment and ensure Employee’s peace of mind consistent with City policies and the terms of this Agreement, while promoting high standards for ethical behavior; and

WHEREAS, the Employee desires to accept employment as the City Attorney for the City of Ellensburg, Washington;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and Employee agree as follows:

Section 1. Commencement of Employment. The City hereby agrees to employ Employee as the City Attorney, and Employee hereby agrees to accept employment in accordance with the terms and provisions of this Agreement hereinafter set forth. Employee agrees to commence employment with the City as City Attorney on April 16, 2025.

Section 2. Duties. Employee shall perform in good faith all duties and responsibilities of the City Attorney as set forth in the job description (attachment “A”), as may be amended from time to time, the City’s Personnel Policies Manual as currently enacted or hereafter amended, and other duties as may be assigned from time to time by the City Manager. Employee shall devote their full-time efforts and professional education, training and experience to the performance of the duties and responsibilities of their position, to the best of their abilities, and shall not engage in any activities that conflict with or interfere with the performance of this Agreement.

Section 3. Term.

A. Employee shall be employed for an indefinite term and shall serve at the pleasure of the City Manager. Employee shall be considered an “at-will” employee of the City.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the City’s right to terminate this Agreement, with or without cause, at any time, subject only to the severance provisions set forth in Section 7(D) of this Agreement, applicable federal, state and local laws, and the City’s Personnel Policies Manual. To the extent there is any conflict between the language of this Agreement and the Manual, the language of this Agreement shall control.

Section 4. Salary – Performance Review. The starting salary for Employee shall be a monthly salary, based on Step 4, Grade 48, of the Employer’s Salary Schedule for non-represented employees of Fifteen Thousand, Ninety-four Dollars and no cents (\$15,094.00), which salary shall be paid in accordance with the normal and usual procedure for payment of wages to employees. Employee will serve a trial period of six months from the effective date of

this Agreement. Employee shall be entitled to receive a step increase after successful completion of the trial period, October 16, 2025. The determination of whether the trial period has been successfully completed will be made by the City Manager in their sole judgment. Future step increases will be in accordance with the Personnel Policies Manual.

Employee shall be entitled to annual cost-of-living increases, if any, based on the City's annual Pay Plan resolution.

Section 5. Hours of Work. The Employee is a confidential exempt employee for purposes of the Federal Fair Labor Standards Act and Washington State Minimum Wage Act, and as such shall not work a fixed forty hour per week schedule. Employee's schedule of work each day and week shall vary in accordance with the work required to be performed including such time as may be necessary outside normal business hours. The Employee shall generally work at the Ellensburg City Hall during regular business hours of the Employer. The Employee may be required to attend meetings of the Ellensburg City Council and such other City Boards and Commissions, and staff meetings as requested by the City Manager, or as required by the duties of the position.

Section 6. Benefits. The following benefits shall be provided to Employee:

A. Leave Benefits. Employee shall earn and accrue personal time off (PTO), Exempt Leave, Employee Choice Leave and Holidays as provided for employees of the City in accordance with the Personnel Policies Manual. For the purpose of determining PTO accrual rate only, Employee will be given credit for ten years of service, equating to a rate of 17 hours per month. The City Manager may approve use of leave during the trial period.

B. Insurance Benefits. The Employee will receive medical and dental insurance benefits as provided for employees of the City in accordance with the Personnel Policies Manual.

C. Retirement and Deferred Compensation. Employee is eligible for PERS Retirement, HRA-VEBA, Disability, and Deferred Compensation pursuant to City policy.

D. Work related expenses. Employee shall be reimbursed for work-related expenses the same as other employees as provided by the City's Personnel Policies Manual. City shall provide and pay for a cell phone (or cell phone allowance) and a laptop computer for business use only.

E. Training and Professional Certification. City shall pay the costs of Employee's membership in the Washington State Association of Municipal Attorneys (WSAMA). City shall provide funding for Employee to attend state conference annually. Other costs of professional or required training shall be paid by the City as approved by the City Manager.

Section 7. Termination, Resignation and Severance Pay.

A. By City. It is recognized by Employee that this Agreement is a contract for personal services, and Employee acknowledges and agrees that the City may terminate Employee for any reason at any time, with or without cause. Nothing in this Agreement shall be construed other than an at-will employment relationship between the City and the Employee, and the Employee expressly acknowledges that no contrary representations have been made by the Employer.

B. By Employee. In the event Employee shall resign employment with the City, Employee agrees that they shall provide the City not less than thirty (30) days' prior written notice of the

effective date of such resignation to afford the City a reasonable opportunity to find a replacement for Employee. The City Manager may in their sole discretion waive or reduce this notice requirement.

C. The following reasons shall constitute grounds to terminate this Agreement with Cause and without payment of the severance provided in subparagraph D of this section:

1. A breach of this Agreement;
2. The commission of any willful or negligent act that results in financial or reputational harm to the City;
3. Failure to follow any lawful directive of the City Manager or failure to perform Employee's duties under this Agreement provided that Employee has been given notice and an opportunity to cure an alleged failure to perform any duties that are not emergency-related within a 30-day cure period; or
4. Misconduct, which includes but is not limited to criminal misbehavior, abuse of public office, or other gross misconduct, deceit, embezzlement, theft of funds or property, assault, any form of racial, sexual or other harassment prohibited by state or federal law, and any other form of misconduct set forth in the Personnel Policies Manual.

D. In the event Employee is terminated by the City without Cause, the City shall pay Employee a lump sum cash payment equal to two (2) months' pay of the Employee's base salary as severance provided that payment of severance is conditioned on Employee signing and not revoking a separation agreement and comprehensive release of claims in a form and substance acceptable to the City. All payments made to Employee under this subsection are subject to the customary and usual payroll deductions.

E. The City agrees to pay Employee any unused PTO leave consistent with the City's Personnel Policies Manual upon any voluntary or involuntary separation. Employee agrees to immediately return to City all City property of any kind which may be in Employee's possession.

Section 8. General Provisions.

A. This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, oral or otherwise.

B. The parties hereby further agree that this Agreement cannot be amended or modified without the written agreement of both parties; provided, however, that nothing herein shall be interpreted to limit or prohibit the City from amending personnel or adopting other policies and ordinances otherwise establishing standards for the Employee's performance. In the event of conflict between such rules and this Agreement, this Agreement shall control.

C. If any provision of this Agreement is held to be unconstitutional or otherwise invalid for any reason or should any portion of this Agreement be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of the Agreement or its application.

D. Notice. Any written notices required to be given by the City to Employee, or by Employee to the City, shall be delivered to the following parties at the following addresses:

1. City of Ellensburg
City Manager's Office
501 N Anderson Street
Ellensburg, WA 98501
2. Christopher E. Horner
Home Address in Employee File

Any notices may be either delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received five (5) days after the date of mailing.

E. Each of the provisions of this Agreement has been reviewed and negotiated by the Employee and Employer and represents the combined work product of the parties. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed as of this ____ day of April, 2025.

CITY OF ELLENSBURG

EMPLOYEE

Heidi Behrends Cerniwey, City Manager

Christopher E. Horner

Attest:

Beth Leader, City Clerk

Approved as to form:

Terry Weiner, City Attorney



CITY ATTORNEY

REPORTS TO: CITY MANAGER

MISSION:

To ensure that the City performs its operations in a lawful manner through sound legal advice, quality assistance, professional expertise and service to the City Manager, Councilmembers, Directors, supervisors, employees, and commissions/committees; and to be an engaged member of a progressive management team dedicated to providing the people of Ellensburg with quality public services.

SUMMARY:

Lead, plan, prepare, and direct comprehensive legal services for the City. Includes preparation of legal documents, ordinances, and resolutions for review by City departments and Council, litigate on behalf of the City, provide oral and written legal advice to City officials and employees, serve on committees and respond to inquiries, assist the Human Resources (HR) department with labor law and personnel matters, and assist in development of council agenda and reports. Oversee criminal prosecutions through supervision of the Assistant City Attorney/City Prosecutor; assist the City Manager with the direction and coordination of the activities of assigned City departments and/or divisions and with administrative work as needed; provide leadership in formation and implementation of policies and procedures; promotes effective and efficient operations throughout the organization by facilitating interdepartmental cooperation and sharing of resources; provides responsible staff assistance to the City Council as needed.

CORE VALUES:

All employees are expected to model and foster the City of Ellensburg's core values in the performance of their duties and their interactions while representing the City and serving the community. The values of Compassion (we care), Courage (we do the right thing), and Conviction (we work hard) promote and maintain a high level of service and are the tie that binds all City employees together, across departments.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

All of the following are to be performed while adhering to City of Ellensburg operational policies, safety rules, and procedures. This position requires regular and consistent attendance to accomplish the following essential functions:

- Provide ongoing legal advice to the City Manager, City Council, department Directors and employees; investigate and obtain necessary information to understand, research, and answer legal inquiries and provide responses.
- Serve as the City's legal representative and liaison with outside legal counsel on specialized legal issues.
- Advise City Council of legal issues, conditions, and current/future trends that impact or may impact the City, including risk assessment where appropriate.
- Prepare, review, and approve ordinances and resolutions relying on specific needs and sample ordinances obtained from other sources; determine ordinance codification; finalize ordinances, prepare reports to Council on ordinances, and respond to questions regarding application of ordinances; review and approve leases, transactional documents, interlocal agreements, and contracts prepared by others.
- Assist in development of Council agenda; attend staff meetings and respond to questions; review final agenda for completeness, legal issues and problems.
- Assist with and provide legal support for labor and collective bargaining matters, including grievances and arbitrations; maintain current knowledge of labor/personnel-related law changes; provide legal consultation and advice to HR regarding labor/personnel issues; respond to labor issues as necessary.

- Oversee and/or perform research, analysis, studies, special projects, surveys, and data collection/entry pertaining to operational, administrative, and legal problems; analyze findings and prepare practical solutions for review by the City Manager, Council, and/or others; review and analyze legislation for impact on the City; work with legislators to develop or influence legislation; recommend revisions to proposed legislation.
- Oversee work of the City's Public Records Officer; provide training and direction to City Council, commission members and employees regarding public records and open public meetings law.
- Oversee the prosecution of ordinance violation and infraction cases through supervision of the Assistant City Attorney/City Prosecutor.
- Respond to community member inquiries; serve on outside committees and boards; perform administrative tasks; maintain partnerships and coordinate City activities with other agencies and organizations; serve as liaison with department Directors, City Council, City Manager, external agencies, and the community.
- Provide responsible and efficient assistance to the City Manager, City Council, and other City boards and commissions as assigned; attend City Council meetings and other public meetings to assist or represent the City Manager.
- Provide guidance to department Directors; respond to requests for policy implementation direction; oversee coordination of code enforcement programs; review draft City Council agendas, sign staff reports, conduct agenda meetings, and attend executive sessions.
- May serve as Acting City Manager from time to time, in the absence of the City Manager.

SUPERVISORY RESPONSIBILITIES:

- Directly supervise the Assistant City Attorney/City Prosecutor and Executive Assistant/Deputy City Clerk/Public Records Officer. Responsibilities include developing/maintaining accurate department job descriptions ensuring assignments are within job limits; hiring, onboarding, and training employees; planning, assigning, and directing work; coaching and evaluating performance; working with employees to correct deficiencies, succession planning; providing commendations and working with HR to administer discipline if needed; addressing complaints, grievances, and resolving problems; and ensuring cross-departmental cooperation for excellent internal and external customer service. Supervisory responsibilities will be performed in accordance with the City's policies, procedures, and applicable laws.

Other duties as assigned

This is a representative sample—not to imply a complete listing of responsibilities and tasks.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

REQUIRED EDUCATION and EXPERIENCE:

- Graduation from a law school accredited by the American Bar Association with a Juris Doctorate (J.D.) degree
- Five (5) or more years of experience in municipal law
- Five (5) or more years in a progressively responsible and/or senior management role including supervision of employees.

REQUIRED CERTIFICATIONS, LICENSES, AND REGISTRATIONS:

- Licensed to practice law in the state of Washington and a member in good standing of the Washington State Bar Association
- Valid Washington State driver's license and must maintain an insurable driving record
- First aid and CPR certification or obtain within one (1) year of hire

PREFERRED QUALIFICATIONS

- Progressively responsible administrative or supervisory experience in municipal government
- Previous experience with labor/employment laws
- Bilingual English/Spanish

COMPETENCIES

Executive:

- Manage to the future: Understand and communicate a clear vision and path to the future and take appropriate steps to guide the department in that direction.
- Have a global perspective: Recognize and address issues that are outside departmental or municipal scope. View issues without any preset biases or limitations. Take information objectively, utilizing a broad framework in discussing and formulating opinions on current topics. See the “big picture.”
- Display political and business acumen: Manage operations and initiatives with an understanding of the agendas and perspectives of others. Recognize and balance the interests and needs of one’s own group in the context of the broader organization and community. Effectively translate business terms into concepts that can be understood by the organization and the public.

Managerial:

- Foster Teamwork: Build effective teams committed to organization goals. Foster collaboration among team members and among teams. Use teams to address relevant issues.
- Prioritize Work and Commitments: Develop short-and long-range plans that are appropriately comprehensive, realistic, and effective in meeting goals. Focus on the most important tasks first and direct others to focus on those tasks. Integrate planning efforts across work units to ensure the most critical work gets done first.
- Drive for Team Results: Demonstrate and foster a sense of urgency and strong commitment to achieving goals. Encourage others to drive for strategic goals. Persist despite obstacles and opposition. Pursue aggressive goals and work hard to achieve them. Own the outcomes produced by the team.
- Manage Employee Performance: Guide employees to achieve the highest levels of performance. Set clear and compelling expectations for performance. Provide frequent and specific feedback to help employees meet or exceed expectations. Maintain effective records related to employee performance. Deliver specific, timely, and meaningful performance feedback.

Foundational:

- Use Technical/Functional Expertise: Display an appropriate depth of knowledge and skills as required for the position and commensurate with the time in class. Use technology appropriate for the position. Seek additional knowledge and information to continually enhance knowledge in areas of specialty.
- Be Accountable for Performance: Actively demonstrate responsibility, reliability, and trustworthiness. Ensure work and information are complete and accurate. Admit mistakes and look for ways to improve. Model self as dependable and reliable. Follow up with others to ensure agreements and commitments have been fulfilled. Value the importance of team and organizational success. Independently take action to influence events, to improve own or organizational performance and to promote the goals of the organization.
- Provide Excellent Customer Services: Anticipate, assess, and respond effectively to the needs of diverse customers, both internal and external, providing consistently excellent service that is timely, accurate, courteous, and respectful.

- Communicate Effectively: Use verbal and written skills effectively to ensure that information is successfully shared throughout the organization. Relate well to a range of people. Show sensitivity to the needs of others. Demonstrate ability to build rapport and facilitate mutual understanding.
- Work Safely: Knowledge and application of relevant safety requirements that apply to the specific work being done. Recognize and mitigate safety hazards on the job. Observe rules and regulations to comply with personal and workplace safety standards. Work to create a hazard-free, accident-free environment for all.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES:

- Considerable knowledge of state statutes relating to municipal affairs; considerable knowledge of laws relating to the purchase of goods and services, contracting, labor and employment (including federal laws), land use, environment, and public records; working knowledge of criminal laws, modern policies and practices of municipal law and public administration; ability to discuss and address confidential matters of high sensitivity while exhibiting judgment and extensive knowledge of City policies and procedures, and state/federal laws.
- Skilled in conducting legal research, preparing memoranda, briefs and other legal documents; ability to analyze comprehensive legal documents; skilled in operating the listed tools and equipment; ability to carry out assigned projects to their completion.
- Ability to successfully perform the supervisory requirements of the position.
- Ability to establish and maintain cordial and collaborative working relationships with employees, City officials, the court system, and the general public; ability to administer a professional and efficient municipal legal department.
- Ability to communicate in a clear, concise, and courteous manner, verbally and in writing, using correct English grammar, spelling, punctuation and vocabulary; ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents; ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community.
- Ability to prepare presentations and articles for publication that conform to prescribed style and format; ability to present information to a variety of audiences including Council, City management, legislators, public groups, and/or boards, commissions, or committees, in a manner appropriate for the intended audience.
- Ability to perform basic to intermediate mathematics required for the position.

TOOLS AND EQUIPMENT USED:

Desktop and/or laptop computer, including Microsoft Office 365 Suite, Adobe Acrobat Pro, and other programs required for the job, printer/scanner/copier, fax machine, calculator, multi-line telephone, personal communication devices, motor vehicle. This is a representative sample – not to imply a complete listing of equipment and tools used.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to use the listed tools and equipment. The employee is frequently required to communicate and exchange accurate information verbally, in writing, over the telephone, and in person. The employee is frequently required to be in a stationary position when performing office work and must be able to move about inside the office and position self to access office equipment.

The employee must regularly move and/or transport up to 10 pounds and occasionally move and/or transport up to 25 pounds.

The employee will be required to operate a motor vehicle in all levels of daylight and in various weather conditions.

Specific vision abilities required by this job include close, distant, color, and peripheral vision, depth perception, and the ability to adjust focus. The employee must have adequate hearing and sense of smell to successfully perform the essential functions.

All safety policies and procedures must be followed, including use of PPE when required.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Most work is performed indoors; the noise level in the work environment is usually quiet. There may be occasional need to visit outdoor locations, with possible exposure to temperature extremes, high winds, airborne particles, animals, and insects.

While performing the duties of this job, the employee will work with people, some of whom may be irate, upset, or distressed.

Regular attendance at night meetings (including City Council meetings) is required; frequent extension of workday may be required to meet deadlines.

KEY RELATIONSHIPS:

The key relationships described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee will provide professional and accurate information, communicate, coordinate projects and activities, problem solve, and negotiate solutions (within policy guidelines) with city department heads, the public, city employees and boards and commissions. The employee will work on court cases with attorneys and/or judges either in writing or in person.

REASONABLE ACCOMMODATION:

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Date of Action: 6/16/97	Effective Date: 6/16/97	APPROVAL SIGNATURES	DATE
Department: City Manager	Date(s) amended: 2/1/2013; 11/2017; 01/2025		
Division: N/A			
FLSA Class: Exempt			
Union: Non-union			
Pay Grade:			
To be signed by the employee upon hire and when any substantive changes are made.		Department Director:	
		Human Resources Director:	
		City Manager:	
		Employee:	

NOTICE: The above job profile does not include all essential and nonessential duties of this job. All employees with disabilities are encouraged to contact the Human Resources Department to review and discuss the essential and nonessential functions of the job. An employee with a disability can evaluate the job in greater detail to determine if they can safely perform the essential function of this job with or without reasonable accommodation.

DISCLAIMER: Job profiles are not intended, nor should they be construed to be, an exhaustive list of all responsibilities, tasks, skills, efforts, working conditions or similar behaviors, attributes or requirements associated with a job. A job profile is not a comprehensive job description. It is intended to provide a brief overview of the position's general direction and scope.



MANAGER'S REPORT

DATE: April 7, 2025

To: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

1. Take the Survey – How would you define Economic Development?

A community awareness campaign on has been launched, including a survey asking the public to define how they see "economic development" and requesting community feedback about the City's economic development initiatives. Visit: <https://vwc.my/ecod>

2. Community Behavioral Health Assessment

The Kittitas County Public Health Department is conducting a community assessment to better understand the needs and emerging trends in our community. Results will be used to identify priority areas for service improvement, policy development, and resource allocation. See attached flyer with QR code or follow the link to the survey:

https://kittitas.qualtrics.com/jfe/form/SV_8647ooGY8A2KUCO

3. Coffee with Council – April 9th at CWU SURC

Join two City Councilmembers for a cup of coffee and an informal conversation at the upcoming Coffee with Council, scheduled for Wednesday, April 9, 2025, from 9:00 to 10:00 a.m. at the Central Washington University (CWU) Student Union and Recreation Center (SURC) Pit (first floor). The next scheduled Coffee with Council is May 31 at Unity Park (during Bike Month events).

4. Many Ways to Celebrate Arbor Day

Arbor Day Free Tree Program

As part of the City's commitment to urban forestry, the City invites residents to participate in the Arbor Day Free Tree Program, an opportunity to receive a free tree to plant on your property or in the public right-of-way. The City covers the cost; all you have to do is pick up, plant, and care for your new tree! Applications available April 7 and due back April 25, 2025.

How It Works:

1. Apply – Submit an application at the Public Works Office (501 N. Anderson) by April 25.
2. Approval & Permit – City staff will review applications and notify approved participants.
3. Pick Up Your Tree – Take your permit to a participating nursery to collect your tree. The City pays the nursery directly. Pick up by May 4.
4. Plant & Maintain – Call 811 before digging, plant your tree, and follow simple care guidelines to help it thrive.

For more information, visit the Public Works Office or call (509) 962-7230. Trees are available

on a first-come, first-served basis.

Participate in a Service Project on April 12

In addition to the annual tree give-away program, the City will be partnering with Central Washington University Student Leadership, Involvement, and Community Engagement (SLICE) program on a tree and vegetation planting event at Irene Rinehart Park on Saturday, April 12th from 9:00 a.m. – 12 noon. The project focus will be on restoring areas affected by 2024 park fires, and if time permits, volunteers will also do a trash clean-up.

Ellensburg Downtown Association (EDA) will be hosting the Downtown Spring Cleanup on Saturday, April 12, 2025, from 10 to 1:00 p.m. Contact [Downtown Spring Clean Up | Ellensburgdowntown](#) for more information.

5. Waste Management Spring Cleanup Days

The Waste Management franchise agreement with the City of Ellensburg provides for a fall and spring waste disposal coupon program. The coupons are valid for each Waste Management customer (one per subscribing household) to self-haul to the County Transfer Station. Customers are required to show proof of residency. Coupons have been mailed out and are available at City Hall. The spring event is scheduled for April 5-12, 2025. Waste Management customers within the City limits who are unable to haul garbage to the transfer station because of disability may request curbside collection of extra garbage during Spring Cleanup Days by calling the City of Ellensburg at (509) 962-7230

6. Ellensburg Recycling Event on April 26

The City of Ellensburg is partnering with Waste Management, Central Washington University, and Ellensburg Glass Recycling Cooperative to hold the Ellensburg Recycling Event from 10:00 a.m. to 1:00 p.m. on Saturday, April 26, 2025, in the parking lot at the southeast corner of 2nd Avenue and Pine Street. People can bring recyclables and learn about curbside service and local recycling drop-off locations. Event collection items include single-stream recyclables (paper, cardboard, cans, and plastic bottles and jugs), bicycle tubes, and bicycles in any condition. Bicycle donations will be refurbished and given away at future community events.

7. Apply to Serve on a City Advisory Board or Commission

Help make a difference in your community and apply to join a City advisory board or commission! Multiple positions have terms expiring in May 2025, and some have current vacancies. Visit the City website for more information: [Boards & Commissions | Ellensburg, WA](#)
Note: Some positions may have specific eligibility requirements.

8. Early Partnership Discussion with Boys & Girls Club

Based on City Council's strategic priority to explore partnerships for services and dedicated parks and recreation funding streams, City staff have initiated early conversations with the Boys & Girls Clubs of the Columbia Basin, Kittitas County. The Kittitas County Clubs have expanded after school youth services to Kittitas, Cle Elum, and Roslyn in the past two years and may be amenable to establishing services in Ellensburg in the future.

9. State of the Community Hosted by Chamber

The Kittitas County Chamber of Commerce is hosting a State of the Community event on April 17, 2025, from 12:00 noon to 2:00 p.m. at the Upper Kittitas County Senior Center in Cle Elum. Mayors of each city and BOCC Chair will provide an update about their communities. There is a fee for lunch.

10. Preview of April 21 Council Agenda

Agenda items planned for the regular meeting on April 21, 2025, include proposed increase to Parks and Recreation fees (originally planned for 4/7 meeting), a potential resolution to bring forward a ballot measure to renew the Transportation Benefit District (depending on 4/7 discussion), and an update from Kittitas Valley Fire and Rescue.

COMMUNITY SURVEY BEHAVIORAL HEALTH NEEDS ASSESSMENT



**Complete the survey and
enter to win a \$25 gift card!**

If you have any questions or want a paper copy of the survey, please contact us at (509) 962-7515.

ENCUESTA COMUNITARIA EVALUACIÓN DE NECESIDADES DE SALUD DEL COMPORTAMIENTO

**¡Completa la encuesta y
participa para ganar una tarjeta
de regalo de \$25!**

