PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY
COMMISSIONERS’ MEETING

AGENDA
January 12, 2021
4:30 PM

Pursuant to Governor Jay Inslee’s Proclamation 20-28.14, Public Utility District No. 1 of Skagit County Board of Commissioner meetings will be held virtually through ZOOM Cloud Meetings.

Join our meeting: https://skagitpud.zoom.us/j/88406308278?pwd=TDVUM0JJaEFxOHUzYXNMUEdnME8xQT09
Meeting ID: 884 0630 8278
Passcode: 935900
Or dial: 1-253-215-8782

Please turn your audio and video off during the meeting. Use the "Raise Hand" feature if you would like to speak during Audience Comments.

If you have a question or comment for the Board, please submit it by 5 p.m. the Monday prior to the meeting by calling (360) 848-4460 or send an email to pud@skagitpud.org

CONSENT AGENDA
1. Approval of Agenda 1/12/21
2. Approval of Minutes: 12/8/20 Regular Meeting & 1/5/21 Special Meeting
3. Ratification of Vouchers 12/15/20, 12/22/20, 12/29/20 & 1/5/21
4. Voucher Approval 1/12/21
5. CDW & iLand Contract
6. Project Acceptance:
   SWC SR5 & E. Kincaid Development (Mount Vernon)
   Systima Project, Port of Skagit – Phase II (Mount Vernon)
   East Village Short Plat (Mount Vernon)
   Babars Billiards Fire Line (Mount Vernon)

AUDIENCE COMMENTS

OLD BUSINESS
7. Manager’s Report

NEW BUSINESS
8. Election of Officers – Action
9. Designation of Commission Representatives – Action
   o Washington PUD Association (WPUDA)
   o Public Utility Risk Management Services (PURMS) and Enduris
   o Skagit Council of Governments (SCOOG)
10. Customer Assistance Program and Resolution 2284-21 – Action
11. FEMA Grant Funding - Action
12. Micro Hydro – InPipe Energy Agreement – Action
INFORMATION

15. Commission Disclosure of Conflicts of Interest
   Per Governance Policy Section 7.2.2; Commission obligation to disclose any conflicts of
   interest as defined in Chapter 42.23 RCW
16. Monthly Budget Status – November 2020
17. Judy Reservoir Data Report

COMMISSIONER COMMENTS

ADJOURNMENT
MINUTES OF THE REGULAR MEETING OF THE COMMISSION
PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON

December 8, 2020

The meeting was held virtually due to the COVID-19 pandemic.

Commissioners Appearing Remotely: Joe Lindquist, President; Al Littlefield, Vice President; and Germaine Kornegay, Secretary.

Staff Appearing Remotely: George Sidhu, Kathy White, Mark Handzlik, Alistair Boudreaux, Brian Henshaw, Kevin Tate, Sharon Mataya, Sam Shipp, Mark Semrau, Bill Trueman, Mike Fox, Ryan Anderson, and Skagit PUD Attorney Peter Gilbert. Others may have appeared but were not identified.

Staff Appearing In Person: Luis Gonzalez and Deana Dean.

Other Parties Appearing Remotely: Eron Berg, Rick Pitt, Kim Carpenter, and Andrew Miller. Others may have appeared but were not identified.

Commissioner Lindquist called the meeting to order at 4:30 p.m.

CONSENT AGENDA
Commissioner Littlefield moved to approve the Consent Agenda for December 8, 2020 which was seconded by Commissioner Kornegay and unanimously approved.

1. Approval of Agenda 12/8/20
2. Approval of Minutes: 11/18/20 Special Meeting & 11/24/20 Regular Meeting
3. Ratification of Vouchers 12/1/20
4. Voucher Approval 12/8/20 – No. 2957
   Accounts Payable voucher No. 19803-19861 ($211,026.61) Electronic Funds Transfer ($76,185.91), and Payroll Electronic Funds Transfers and checks No. 032667-032748 ($183,318.81).

AUDIENCE COMMENTS
None.

RECOGNITION OF SERVICE FOR COMMISSIONER AL LITTLEFIELD
General Manager George Sidhu introduced this item. Human Resources Manager Kathy White reviewed, by PowerPoint, award and recognition items that will be presented to Commissioner Littlefield for his retirement and in appreciation of 36 years of service. Brief discussion followed. George expressed his appreciation for all Commissioner Littlefield has done for the District and read the proposed Resolution into the record. Commissioner Kornegay moved to approve Resolution 2283-20 in recognition of Commissioner Al Littlefield for his 36 years of dedication and leadership as a Commissioner which was unanimously approved.

Commissioner Lindquist opened the meeting for anyone wishing to make comments on Commissioner Littlefield’s retirement. George Sidhu spoke and thanked Al for his support and leadership. Eron Berg spoke and thanked Al for his remarkable 36 years of service and wished him well in his retirement. Mike Fox spoke in appreciation of Al’s support of the PUD over the years. Pete Gilbert expressed his pleasure to have worked with Al and wished him well in his retirement. Mark Handzlik thanked Commissioner Littlefield for his support. Kim Carpenter congratulated Al and wished him and Judy best wishes. Commissioner Lindquist thanked Al for his 36 years of service and noted it was great working with him.

OLD BUSINESS
5. Manager’s Report
   General Manager George Sidhu provided an update on the following:
   Departments: Staff Training Day is Friday December 18, 2020 at 8:00 am via Zoom. There will be a few items in recognition of Commissioner Littlefield at that meeting. Finance: Penalties and late fees that we have been waiving since March are now totaling $75,000. The average has stayed consistent about $2,100 per week. Accounts receivable has changed through November with a significant increase in outstanding balances over 30 days. CARES
funding provided by Mt Vernon is now complete. Final numbers from Community Action indicate we were able to help 78 customers and provide them with $13,258 in assistance which is an average of $170 per customer. Engineering: Fir Street Pipeline project is nearing completion. There has been a lot of good work done by the Engineering and Maintenance Departments. The pre-bid meeting for the Judy Reservoir to Mount Vernon Phase II Transmission Pipeline project was this morning. It was well attended and well-hosted by Mike Benton. Plans are available on our website. Bids are due January 12, 2021.

Community Relations: The District Facebook page started back up in November. A drone video of Gilligan Creek was posted, and we received a lot of good responses.

Upcoming Meetings: The recommendation is to cancel the December 22, 2020 regular meeting and schedule a special meeting on January 5, 2021 at 4:00 pm; which was agreed upon by the Commissioners.

Proclamations: Proclamation 20-28 related to the Open Public Meetings and Public Records Acts has been extended to January 19, 2021 and Proclamation 20-23 related to the Rate Payor Assistance has been extended to April 30, 2021. The recommendation is to leave the emergency declaration in place, maintain a work-from-home mode until at least the first regular meeting in January, and continue the Commission meetings via Zoom; which was agreed upon by the Commissioners.

NEW BUSINESS

6. Resolution 2282-20 Establishing Positions and Salary Ranges for Non-Union Staff and Supervising Employees:

Human Resources Manager Kathy White spoke to proposed resolution and provided a brief overview including the current status of a market survey for comparative salaries.

Commissioner Littlefield moved to approve Resolution 2282-20 Establishing Positions and Salary Ranges for Non-Union Staff and Supervising Employees, which was seconded by Commissioner Kornegay and unanimously approved.

7. 2021 Water Rate Update:

George Sidhu spoke to the update to rates and fees noting there is no specific action required as the rates were approved and adopted in 2019. Today’s item is to update two tables, installation charges and miscellaneous charges, that must be adjusted each year.

8. Customer Assistance Program:

George Sidhu spoke to the formation of a program to financially assist customers who experience difficulty paying their water bills. Today’s item included a draft application that customers would be required to complete to access any funds that we have available. Brief discussion followed with Finance Manager Brian Henshaw answering Commissioner questions.

Commissioner Kornegay moved to authorize the General Manager to establish the Skagit PUD Customer Assistance Program in partnership with Community Action of Skagit County, which was unanimously approved.

9. Purchasing Policy and Procedures:

George Sidhu spoke to the proposed changes to the purchasing policy and procedures noting today’s item is for information and input. This will be brought back next year after feedback is incorporated.

10. COVID-19 Leave Extension:

Kathy White provided a background of COVID-19 leave and spoke to the proposal to extend emergency sick leave options into 2021 for employees affected by COVID-19 related reasons.

Commissioner Littlefield moved to authorize the creation of an emergency paid sick leave bank starting January 1, 2021 consisting of forty hours of paid leave for employees to use under the same conditions as the current emergency paid sick leave provide by the federal government, provided that the federal program is not extended or replaced; and authorize the re-implementation of the two safety-net options implemented in spring 2020 and keep them in place until June 30, 2021, which was unanimously approved.
INFORMATION
11. 2021 Proposed Commissioner Meeting Dates
12. Designation of Acting General Manager in General Manager’s Absence
13. Judy Reservoir Data Report
14. Recent News Articles

COMMISSIONER COMMENTS
Commissioner Littlefield thanked all the staff for their support the last 36 years. Commissioner Kornegay thanked Al for his support and wished him luck in his retirement.

ADJOURNMENT
With no further business to come before the Board, the meeting was adjourned at 5:35 p.m.

________________________________
Joe Lindquist, President

ATTEST

______________________________
Germaine Kornegay, Secretary

______________________________
Al Littlefield, Vice President
The meeting was held virtually due to the COVID-19 pandemic.

**Commissioners Appearing Remotely**: Joe Lindquist, President; and Andrew Miller.

**Staff Appearing Remotely**: George Sidhu, Mark Handzlik, Luis Gonzalez, Skagit PUD Attorney Peter Gilbert, and Deana Dean.

Commissioner Lindquist called the meeting to order at 4:13 p.m.

**EXECUTIVE SESSION**
Commissioner Lindquist announced the need for an executive session to review litigation that the agency reasonably believes may be commenced by or against the agency, the governing body, or a member acting in an official capacity – Per RCW 42.30.110(1)(i)(ii) for approximately 30-60 minutes. He stated there would be no action following the executive session.

The Commission recessed at 4:14 p.m. Commissioner Kornegay was present for the Executive Session.

**ADJOURNMENT**
With no further business to come before the Board, the meeting was adjourned at 5:45 p.m.

Joe Lindquist, President

ATTEST: Germaine Kornegay

Andrew Miller
Agenda Item #3

As of DECEMBER 15, 2020

We, the undersigned Board of Commissioners of Public Utility District No. 1 of Skagit County, Washington, do hereby certify that the merchandise and/or services hereinafter specified have been received and are hereby approved for payment in the amount of $480,223.09 this 15th day of December, 2020.

The total is comprised of the following:

Accounts Payable voucher No. from 19862 through 19910 in the amount of $366,733.75, Electronic Funds Transfer in the amount of $113,489.34. Payroll Electronic Funds Transfers and checks No. through in the amount of $0.00.

Attest:

President

Vice - President

Secretary

Date: 12/15/2020

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480,223.09
As of DECEMBER 22, 2020

We, the undersigned Board of Commissioners of Public Utility District No. 1 of Skagit County, Washington, do hereby certify that the merchandise and/or services hereinafter specified have been received and are hereby approved for payment in the amount of $399,752.70 this 22nd day of December, 2020.

The total is comprised of the following:

Accounts Payable voucher No. from 19911 through 19952 in the amount of $44,324.03, Electronic Funds Transfer in the amount of $170,161.18. Payroll Electronic Funds Transfers and checks No. 032749 through 032830 in the amount of $185,267.49.

Attest:

__________________________________________________________
President

__________________________________________________________
Vice - President

__________________________________________________________
Secretary

Date: 12/22/2020

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Agenda Item #3

As of DECEMBER 29, 2020

We, the undersigned Board of Commissioners of Public Utility District No. 1 of Skagit County, Washington, do hereby certify that the merchandise and/or services hereinafter specified have been received and are hereby approved for payment in the amount of $28,292.33 this 29th day of December, 2020.

The total is comprised of the following:

Accounts Payable voucher No. from 19953 through 19995 in the amount of $25,300.54, Electronic Funds Transfer in the amount of $2,991.79. Payroll Electronic Funds Transfers and checks No. through in the amount of $0.00.

Attest:

President

Vice - President

Secretary

Date: 12/28/2020

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### Agenda Item #3

**Date:** 12/28/2020

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**Total:** 28,292.33
Agenda Item #3

As of JANUARY 05, 2021

We, the undersigned Board of Commissioners of Public Utility District No. 1 of Skagit County, Washington, do hereby certify that the merchandise and/or services hereinafter specified have been received and are hereby approved for payment in the amount of $442,116.61 this 5th day of January, 2021.

The total is comprised of the following:

Accounts Payable voucher No. from 19996 through 20013 in the amount of $26,107.32, Electronic Funds Transfer in the amount of $223,600.62. Payroll Electronic Funds Transfers and checks No. 032831 through 032912 in the amount of $192,408.67.

Attest:

[Signature]

Manager

[Signature]

Auditor

 Date: 01/04/2021

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249,707.94
January 12, 2021

TO: George Sidhu, P.E., General Manager

FROM: Alistair R. Boudreaux, M.P.A., IT Manager

SUBJECT: Server Hardware Upgrades – Phase 3 Disaster Recovery Services

Requested Action:
Authorize the General Manager to enter into a contract with CDW Government Inc. in the amount of $83,833.44 for the purchase of iLand Secure Cloud Backup services in order to locate our IT disaster recovery site infrastructure out of the Pacific Northwest.

Background:
As part of a comprehensive approach to addressing organizational risks with respect to the District’s operations, the IT Department has focused on disaster recovery to improve our response in the event of an unplanned data outage. The purpose of this project is to establish an IT disaster recovery site for our data center that will be located out of our geographic region. In the event that our data center is rendered inoperable for any reason, an off-site disaster recovery service will be available to failover to and continue IT operations to support the District’s operational needs.

Two other service providers were researched for the disaster recovery service, namely Bluelock and Microsoft Azure Site Recovery. After considering the services offered and the integration advantages with our Veeam backup and replication software, iLand Secure Cloud services were selected as the preferred provider.

Fiscal Impact:
Funding for this project will come from Line Item 26 of the 2021 Capital Budget for Out of Region Disaster Recovery. Because of sales taxes, the service comes in over the approved $78,000. The remaining balance will come out of the general IT Budget.

Attachment: iLand Contract
RE: Justification for the selection of iLand

In determining our selection of iLand for our Disaster Recovery as a Service (DRaaS), we researched other service providers, namely Bluelock and Microsoft Azure Site Recovery.

Bluelock and Microsoft Azure Site Recovery were considered. However, it was determined that Bluelock would require a more "hands-on" approach and was not the best with our complex server environment.

Similarly, Microsoft Azure Site Recovery provides an attractive option for DRaaS; however, there is a concern that the support of the service may not meet our expectations.

We determined that iLand’s service offering and their integration with our Veeam backup solution would provide a high-quality service with the most straightforward implementation path.

Alistair R. Boudreaux, IT Manager, Skagit PUD
CDW Customer Service Order Form
iland Internet Solutions Corporation

Seller: CDW - Government
Seller Address: 200 N. Milwaukee Avenue, Vernon Hills, IL 60061
Customer: Skagit PUD
Initial Subscription Term Length: 37 Months
Subscription Term Start Date: Upon Service Activation

*The subscription term for the Cloud Services will automatically renew for additional terms equal to the Initial Subscription Term (each a "Renewal Term") unless Customer cancels the Cloud Services as set forth below.

Secure Cloud Backup

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<tr>
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<th>Description</th>
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Total Monthly Recurring Charges: $1,382.27
Total Annual Billing Charges: $16,587.24

No Monthly Costs other than Costs associated with burst fees shall be due under this Order for 30 days from the Service Commencement Date.

Terms:

1. **TERMS AND CONDITIONS** - Customer's obligations under this Customer Service Order Form, including its payment obligations are subject to the current Third Party Cloud Services Terms and Conditions on Seller's website at [Third Party Cloud Services Terms and Conditions](#), unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement.

2. **PAYMENT** - Customer will pay all Fees (as defined herein) for the use of the Cloud Services and the Implementation Services as set forth in Seller's invoice, within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been negotiated between Customer and Seller. In addition to the Service Fee for the Cloud Services and the Implementation Services, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cloud Services. Seller will invoice Customer in advance for the monthly or prepaid charges due for the Cloud Services purchased. Seller will invoice Customer on a one-time basis, in advance for the Implementation Services. Seller will invoice Customer in arrears for any metered usage or overage components (e.g., capacity overages, third party content, etc.). The Service Fee for the Cloud Services and the Implementation Services and all additional fees due hereunder are collectively referred to as "Fees". Billing of the Monthly Fee shall be on a monthly basis and shall begin as soon as iland provides Customer the URL and authentication credentials to log into the ECS Portal(s) which gives the Customer access to the DRaaS service. On a monthly basis throughout the term of each CSO, the Seller will bill for Reserved Resources in advance and for Burst Resources in arrears. Burst resources include, but are not limited to overages for DRaaS replication and usage on CPU, RAM, Storage, Storage performance, and network bandwidth on Cloud Resources. Fees for Burst Resources are calculated by reference to (1) sampling conducted by iland in intervals of no longer than five minutes over the relevant billing period to determine the amount of Burst Resources used by the Customer, and (2) the rate for Burst Resources set out in this CSO. Storage is billed at the maximum GB of storage used during the month. Customer shall incur additional installation fees at iland’s then-current i-Tech rates according to the i-Tech Schedule for the following: (i) Any work that is requested by the Customer to be performed after iland's usual business hours; and (ii) Any additional services provided by iland relating to Implementation or not specified on the CSO.
3. **ADD-ON ORDERS** – Any orders submitted by Customer to Seller for island Cloud Services (and any associated Implementation Services) over the next twelve (12) months (the “Add-On Order(s)”) will be governed by the terms and conditions of this Customer Service Order Form. All Add-On Order(s) must include the name of the applicable island Cloud Service, any associated Implementation Services, the Licensed User Quantity and the length of the initial term (e.g., 1, 2, or 3 years). The Initial Subscription Term for any Add-On Order(s) will commence on the date Seller provisions the new island Cloud Services on behalf of Customer.

4. **TERMINATION** – Customer may terminate a CSO upon 30 days’ advanced written notice to the Seller; provided, however, that if the Customer terminates a CSO pursuant to this Section, the Customer shall pay to the Seller concurrently with such termination a termination fee equal to the aggregate Monthly Fees that would have been payable through the end of the then-current Initial Term or Successive Term as if such CSO had not been terminated. The Seller may terminate a CSO by providing 30 days’ advanced written notice to the Customer. If the Seller terminates a CSO pursuant to this Section following a breach of the Agreement by the Customer, the Customer shall pay to the Seller promptly following such termination a termination fee equal to the aggregate Monthly Fees that would have been payable through the end of the then-current Initial Term or Successive Term as if such CSO had not been terminated.

5. **CANCELLATION** – If Customer wants to cancel the Cloud Services at the end of the Initial Subscription Term or any Renewal Term, Customer must provide notice of cancellation at least thirty (30) days prior to the expiration of the Initial Subscription Term or Renewal Term. If Customer’s notice of cancellation is not received in a timely manner, the Cloud Services will automatically be extended for additional Renewal Terms. Customer will remain financially responsible for the Service Fee for the Cloud Services and all additional fees for any metered usage or overage based fees (e.g., capacity overages, third party content, etc.), and other subscriptions, features, products, services or add-ons, incurred for the Cloud Services prior to cancellation.

6. **SERVICE SUSPENSION** – In addition to any other rights Seller may have, Seller may suspend or terminate the Cloud Services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

7. **NON-CANCELLABLE/NON-REFUNDABLE** – Subject to Termination section above, the Cloud Services purchased under this Customer Service Order Form are non-cancellable and all Fees paid to Seller are non-refundable.

BY SIGNING BELOW, Customer acknowledges and agrees that it is receiving the Cloud Services and the Implementation Services directly from island Internet Solutions Corporation (“island”) pursuant to island’s standard terms and conditions or such other terms as agreed upon by Customer and island. Customer further acknowledges that island and not Seller will be responsible for performance of the Cloud Services and the Implementation Services.

**CUSTOMER AUTHORIZED REPRESENTATIVE**

Signature: ____________________________

Name: **GEORGE SIKOW, P.E.**

Title: **GENERAL MANAGER**

Date: ____________________________
CDW Customer Service Order Form
iland Internet Solutions Corporation

Seller: CDW- Government
Seller Address: 200 N. Milwaukee Avenue, Vernon Hills, IL 60061
Customer: Skagit PUD
Initial Subscription Term Length: 37 Months
Subscription Term Start Date: Upon Service Activation

*The subscription term for the Cloud Services will automatically renew for additional terms equal to the Initial Subscription Term (each a “Renewal Term”) unless Customer cancels the Cloud Services as set forth below.

### Disaster Recovery

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Total Monthly Recurring Charges: USD 5,077.90
Total Annual Billing Charges: USD 60,394.80

No Monthly Costs other than Costs associated with burst fees shall be due under this Order for 30 days from the Service Commencement Date.
Terms:
1. **TERMS AND CONDITIONS** - Customer’s obligations under this Customer Service Order Form, including its payment obligations are subject to the current Third Party Cloud Services Terms and Conditions on Seller’s website at Third Party Cloud Services Terms and Conditions, unless Customer has entered into a written agreement with Seller covering Customer’s purchase of products and services from Seller (“Existing Customer Agreement”), in which case Customer’s obligations shall be subject to the terms of such Existing Customer Agreement.

2. **PAYMENT** – Customer will pay all Fees (as defined herein) for the use of the Cloud Services and the Implementation Services as set forth in Seller’s invoice, within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been negotiated between Customer and Seller. In addition to the Service Fee for the Cloud Services and the Implementation Services, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cloud Services. Seller will invoice Customer in advance for the monthly or prepaid charges due for the Cloud Services purchased. Seller will invoice Customer on a one-time basis, in advance for the Implementation Services. Seller will invoice Customer in arrears for any metered usage or overage components (e.g., capacity overages, third party content, etc.). The Service Fee for the Cloud Services and the Implementation Services and all additional fees due hereunder are collectively referred to as “Fees”. Billing of the Monthly Fee shall be on a monthly basis and shall begin as soon as island provides Customer the URL and authentication credentials to log into the ECS Portal(s) which gives the Customer access to the DRaaS service. On a monthly basis throughout the term of each CSO, the Seller will bill for Reserved Resources in advance and for Burst Resources in arrears. Burst resources include, but are not limited to overages for DRaaS replication and usage on CPU, RAM, Storage, Storage performance, and network bandwidth on Cloud Resources. Fees for Burst Resources are calculated by reference to (1) sampling conducted by island in intervals of no longer than five minutes over the relevant billing period to determine the amount of Burst Resources used by the Customer, and (2) the rate for Burst Resources set out in this CSO. Storage is billed at the maximum GB of storage used during the month. Customer shall incur additional installation fees at island’s then-current i-Tech rates according to the i-Tech Schedule for the following: (i) Any work that is requested by the Customer to be performed after island’s usual business hours; and (ii) Any additional services provided by island relating to Implementation or not specified on the CSO.

3. **ADD-ON ORDERS** – Any orders submitted by Customer to Seller for island Cloud Services (and any associated Implementation Services) over the next twelve (12) months (the “Add-On Order(s)”) will be governed by the terms and conditions of this Customer Service Order Form. All Add-On Order(s) must include the name of the applicable island Cloud Service, any associated Implementation Services, the Licensed User Quantity and the length of the initial term (e.g., 1, 2, or 3 years). The Initial Subscription Term for any Add-On Order(s) will commence on the date Seller provisions the new island Cloud Services on behalf of Customer.

4. **TERMINATION** – Customer may terminate a CSO upon 30 days’ advanced written notice to the Seller; provided, however, that if the Customer terminates a CSO pursuant to this Section, the Customer shall pay to the Seller concurrently with such termination a termination fee equal to the aggregate Monthly Fees that would have been payable through the end of the then-current Initial Term or Successive Term as if such CSO had not been terminated. The Seller may terminate a CSO by providing 30 days’ advanced written notice to the Customer. If the Seller terminates a CSO pursuant to this Section following a breach of the Agreement by the Customer, the Customer shall pay to the Seller promptly following such termination a termination fee equal to the aggregate Monthly Fees that would have been payable through the end of the then-current Initial Term or Successive Term as if such CSO had not been terminated.

5. **CANCELLATION** – If Customer wants to cancel the Cloud Services at the end of the Initial Subscription Term or any Renewal Term, Customer must provide notice of cancellation at least thirty (30) days prior to the expiration of the Initial Subscription Term or Renewal Term. If Customer’s notice of cancellation is not received in a timely manner, the Cloud Services will automatically be extended for additional Renewal Terms. Customer will remain financially responsible for the Service Fee for the Cloud Services and all additional fees for any metered usage or overage based fees (e.g., capacity overages, third party content, etc.), and other subscriptions, features, products, services or add-ons, incurred for the Cloud Services prior to cancellation.

6. **SERVICE SUSPENSION** – In addition to any other rights Seller may have, Seller may suspend or terminate the Cloud Services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

7. **NON-CANCELLABLE NON-REFUNDABLE** – Subject to Termination section above, the Cloud Services purchased under this Customer Service Order Form are non-cancellable and all Fees paid to Seller are non-refundable.
BY SIGNING BELOW, Customer acknowledges and agrees that it is receiving the Cloud Services and the Implementation Services directly from iLand Internet Solutions Corporation ("iLand") pursuant to iLand's standard terms and conditions or such other terms as agreed upon by Customer and iLand. Customer further acknowledges that iLand and not Seller will be responsible for performance of the Cloud Services and the Implementation Services.

CUSTOMER AUTHORIZED REPRESENTATIVE

Signature: ______________________________

Name: ________________

Title: ______________________________

Date: ______________________________
Dear Valued iland Customer,

Please take a moment to complete our Customer Contact Form below, and/or correct any of the information we have already collected and fax it back to US: 713.337.1375 or UK: +44.20.7078.8864. It is very important to keep this information up-to-date; our Security Policy regarding Requests for Service requires that they come from a listed Account Contact. Also, important maintenance or system alert notifications may be missed if your contact information is incorrect.

As always, feel free to contact us via phone or email should you have any questions, concerns, or comments. We are at your service and can be reached at US: 800.697.7088 or UK: +44.20.7096.0149. Your assistance is greatly appreciated!

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<tr>
<th>Account Information</th>
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<tbody>
<tr>
<td>Company Name:</td>
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<td>City:</td>
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<td>VAT (UK Customers)</td>
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<td>Phone Number:</td>
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<th>Primary Contact (For all inquiries/issues related to account):</th>
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<tr>
<td>Name:</td>
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<td>Business Number:</td>
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<td>Fax Number:</td>
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<td>Email address:</td>
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Customer Contact Form

Technical Contact (For all Technical inquiries/issues related to account):

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<td>Fax Number:</td>
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<td>Email address:</td>
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Verbal Password
This password is used to authenticate a verbal or phone request for service/support for your account. It should only be shared with members of your organization with the authority to request such changes.

By signing this document I hereby maintain that I am authorized to supply such information regarding this account to iland Internet Solutions Corporation and that the above information is correct.

Printed Name:  AUSTIN BOUROEAUX

Title:  IT MANAGER

Signature:  

Date:  

Agenda Item #5

Customer Contact Form
Version 1.6

iland Internet Solutions Corporation
Confidential
GLOBAL MASTER SERVICE AGREEMENT
FOR CUSTOMERS OF VALUE ADDED RESELLERS

This MASTER SERVICE AGREEMENT (together with any exhibits or addendums hereto, this "Agreement") is entered on __________ (the "Effective Date"), between ______________________ (the "Customer"), iland Internet Solutions Corporation, a Texas corporation (the "US Provider"), iland Europe Limited, a company formed and existing under the laws of England and Wales (the "UK Provider"), and iland Cloud Pte. Ltd., a company formed and existing under the laws of Singapore (the "Singapore Provider"), iland Australia Pty Ltd, a company formed and existing under the laws of New South Wales (the "Australian Provider"), iland Nederland B.V., a company formed and existing under the laws of the Netherlands (the "Dutch Provider"), and Cloud iland Internet Canada ULC (the "Canadian Provider"), together with the US Provider, the UK Provider, the Singapore Provider, the Australia Provider, and the Dutch Provider the "Provider" and each, a "Provider".

WHEREAS, the Providers and their affiliates provide cloud computing services in multiple jurisdictions around the world;

WHEREAS, the Customer desires to retain the Providers and their affiliates to provide services from time to time and the Providers desire to provide such services from time to time; and

WHEREAS, the Customer and the Providers desire to have a master agreement that sets forth the general terms and conditions with respect to such services.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

In this Agreement:

Section 1.1 "Affiliate" means any Person controlling, controlled by, or under common control with a Party. The term "control" as used in the preceding sentence means, with respect to a company, the right to exercise, directly or indirectly, more than fifty percent of the voting rights attributable to the shares of the controlled company, and with respect to any Person other than a company, the possession, directly or indirectly, of the power to direct or cause the direction of such Person's management or policies.

Section 1.2 "Business Hours" means 9:00 AM to 5:00 PM local time in the location of the Provider's data center relating to the relevant Order each weekday other than holidays.

Section 1.3 "Claim" or "Claims" means all claims, losses, liabilities, damages (excluding punitive and exemplary damages), causes of action, costs, judgments and awards, whether arising under contract, tort or other law.
Section 1.4 "Data Protection Laws" means, as applicable, Massachusetts Regulation 201 CMR 17.00, the U.S. Health Insurance Portability and Accountability Act of 1996, the U.S. Health Information Technology for Economic and Clinical Health Act, the General Data Protection Regulation, the U.K. Data Protection Act of 2018, the Australian Privacy Act of 1988 (in each case as amended from time to time) and other applicable data protection laws and regulations.

Section 1.5 "Data Protection Order" means the Providers’ forms of Business Associate Agreement, Information Security Work Order, Data Protection Order, or similar written agreement between the relevant Provider and the Customer governing the storage, processing and use of Protected Information, including such a written agreement which is subject to the General Data Protection Legislation or the U.K. Data Protection Act of 2018.

Section 1.6 The term “Defend” shall include the obligation to pay reasonable attorneys' fees, court costs, experts' fees, and other reasonable costs incurred as a result of defending against a Claim as required by this Agreement.

Section 1.7 “Disclosing Party” means a Party that supplies, or has supplied, Proprietary Information to another Party.

Section 1.8 “Emergency Change” means a change required to either immediately restore service or to avoid an outage where no other workaround is feasible and authorization for this type of change occurs outside of the Provider’s Change Management Process. This type of change is considered to be emergency maintenance under Section 4.5.

Section 1.9 “Order” has the meaning set out in Section 3.1.1.

Section 1.10 “Parties” means the Providers and the Customer and each is individually a “Party”.

Section 1.11 “Person” means an individual, partnership, joint venture, company, limited liability company, incorporated or unincorporated organization or other entity of any kind.

Section 1.12 “Proprietary Information” means information in any form, tangible or intangible, as supplied in writing, orally or by observation, that may be disclosed by or on behalf of the Disclosing Party to the Receiving Party, that is (a) designated in writing to be confidential or proprietary, (b) if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed 48 hours) after the oral disclosure, or (c) which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary.

Section 1.13 “Protected Information” means individually identifiable health information or other personal information (to include credit card numbers and individuals’ dates of birth and tax identification numbers) that is transmitted or maintained in any form or medium and which is subject to Data Protection Laws.

Section 1.14 “Receiving Party” means a Party that receives Proprietary Information from the Disclosing Party, its Affiliates or their respective Representatives.
Section 1.15 "Representatives" means employees, contractors, agents and officers of a Party.

Section 1.16 "Reseller" shall mean [name of Reseller].

Section 1.17 "Third Party" or "Third Parties" means any Person other than a Party.

ARTICLE 2
CONTRACT ADMINISTRATION

Section 2.1 Purpose. This Agreement shall govern all transactions between the Customer, on one hand, and the Providers or any Provider, on the other hand, except as otherwise agreed in writing among the Parties.

Section 2.2 Application. The Parties hereby cancel all prior master service agreements in which the Customer is the expressly named party in the position of "the Customer" and any Provider is the expressly named party in the position of "the Provider"; provided, however, that each such prior master service agreement shall continue to govern all work commenced during the term of such prior master service agreement.

Section 2.3 Term and Termination. This Agreement shall commence on the date set out above and shall terminate on the earlier to occur of (i) the first date on which no Orders have been outstanding under this Agreement for thirty consecutive days, or (ii) the written agreement of the Parties to terminate this Agreement.

Section 2.4 Not an Order. This Agreement does not obligate (i) the Customer to order services from any Provider or (ii) any Provider to accept work orders from the Customer.

ARTICLE 3
ORDERS

Section 3.1 Requirements.

3.1.1 Offer and Acceptance. All requests for services shall be issued by the Customer to the Reseller. Such requests may be in the form of work orders, service orders, lease orders or other similar documents, as agreed between the Customer and the Reseller. When the terms of such services are agreed between the Reseller and the Customer, the Reseller will issue to the relevant Provider a service order ("Order") relating to the requested services and the Provider will, subject to the terms of this Agreement, deliver the services described in such Order to the Customer.

Section 3.2 Conflict between Order and Agreement. If a conflict exists between an Order and this Agreement, then this Agreement shall control to the extent of the conflict.

Section 3.3 Service-Specific Provisions. As between the Providers and the Customer, the terms set out on each Schedule to this Agreement, which are accessible at http://www.iland.com/legal/service-schedule (each as may be updated from time to time in the Provider's sole discretion) are hereby deemed to be incorporated into each Order into which such Schedule's terms are to be incorporated pursuant to the terms of such Schedule.
Section 3.4 Changes to Resources. Customer requested changes to the resources in an Order that has already been deployed at the time of the request shall not be effective until the Provider has confirmed that the requested changes have been performed.

Section 3.5 Termination of Orders. An Order may be terminated under this Agreement:

3.5.1 as a remedy for an uncured default as set out in the default provisions of this Agreement;

3.5.2 for extended Force Majeure conditions as set out in the Force Majeure provisions of this Agreement;

3.5.3 by the relevant Providers by notice to the Customer if such Providers’ rights to use the data center specified in such Order for the purposes contemplated by such Order terminate or expire for any reason;

3.5.4 if such Order is an Order for colocation services, by the relevant Providers immediately by notice to the Customer if the Customer has failed to remedy any of the following situations within 5 days following receipt of notice from such Providers of such situation: (a) the Customer makes any material alterations to the Colocation Rack without first obtaining the written consent of such Providers; or (b) the Customer allows any person to enter the data center, Colocation Area or the Colocation Rack (each as defined in the relevant Order) who has not been approved by the Providers in advance, provided that in each case the Customer shall pay to the Provider concurrently with such termination a termination fee equal to 100% of the aggregate Monthly Fees that would have been payable through the end of the then-current Initial Term or Successive Term if such Order had not been terminated;

3.5.5 by the relevant Providers immediately if a Customer or any of its agents, invitees, or employees in the Providers’ data center with any firearms, illegal drugs, or alcohol or are engaging in any criminal activity, eavesdropping or foreign intelligence activities, provided that in each case the Customer shall pay to the Provider concurrently with such termination a termination fee equal to 100% of the aggregate Monthly Fees that would have been payable through the end of the then-current Initial Term or Successive Term if such Order had not been terminated; or

3.5.6 under such other terms and conditions as may be set out in such Order.

Section 3.6 Consequences of Termination.

3.6.1 Upon the termination of an Order for any reason, the relevant Provider shall promptly (and in any event within 90 days following the termination of such Order) destroy all the Customer’s data and software stored on the Cloud Resources (as defined in such Order). Such destruction shall be done in accordance with the NIST 800-88 data destruction standards. The Customer is responsible for migrating the Customer’s data residing on such Cloud Resources prior to the termination of such Order at the Customer’s expense.
3.6.2 Upon the termination of an Order for any reason, the Customer shall immediately uninstall and discontinue all use of any software in respect of which a software license is provided to the Customer pursuant to such Order.

3.6.3 Upon the termination of an Order for any reason other than the natural expiration of that Order, a Customer termination due to the Provider’s uncured default, Force Majeure conditions, the Provider’s loss of a datacenter (Section 3.5.3) or the Provider’s convenience without a Customer breach of that Order, the Customer shall promptly reimburse the Provider for the depreciated value of any hardware specifically requested or required by the Customer that the Provider had to procure from third parties in order to provide services to the Customer under the Order.

**Section 3.7 Suspension of Services for Non-Payment.** Each Provider may temporarily suspend providing services under any Order upon five (5) days’ prior notice to the Customer if the Reseller fails to pay any amount to any Provider when due pursuant to the Order.

**ARTICLE 4**

**WARRANTIES AND COVENANTS**

**Section 4.1 General Service Warranty.** Each Provider warrants that it will perform all services provided pursuant to this Agreement in a good and workmanlike manner and in accordance with generally accepted industry practices applicable to such services.

**Section 4.2 Express Warranties Only.** EXCEPT FOR THE WARRANTY EXPRESSLY SET OUT IN SECTION 4.1, EACH PROVIDER EXCLUDES ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT OR SERVICE PROVIDED BY SUCH PROVIDER, INCLUDING, WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR SATISFACTORY QUALITY OR WHETHER AT COMMON LAW OR IN CONTRACT OR TORT OR BY STATUTE, OR OTHERWISE.

**Section 4.3 Software Licenses.** The Customer expressly acknowledges that a Provider may provide the Customer with a license or the right to use software under the terms of a separate license from a Third Party licensor. **THE CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ITS RIGHTS TO USE SUCH SOFTWARE IS LIMITED TO THE RIGHTS PROVIDED BY THE THIRD PARTY LICENSOR AND THAT ANY AND ALL CLAIMS THAT THE CUSTOMER MAY HAVE CONCERNING OR RELATING TO SUCH SOFTWARE PROVIDED TO THE CUSTOMER BY A PROVIDER, REGARDING THE PERFORMANCE OR THE FUNCTIONALITY OF SUCH SOFTWARE OR ANY SERVICES RELATED THERETO, SHALL BE BROUGHT EXCLUSIVELY AGAINST THE THIRD PARTY LICENSOR OF SUCH SOFTWARE AND NOT AGAINST A PROVIDER. THE PROVIDERS DO NOT MAKE ANY WARRANTIES CONCERNING THE PERFORMANCE OR FUNCTIONALITY OF ANY SOFTWARE (INCLUDING OR ANY SERVICES RELATED THERETO) DISTRIBUTED BY THE PROVIDERS AND HEREBY DISCLAIM AND EXCLUDE ALL SUCH WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR SATISFACTORY QUALITY OR WHETHER AT COMMON LAW OR IN CONTRACT OR TORT OR BY STATUTE, OR OTHERWISE.**
Section 4.4 Acceptable Use Policy. The Customer's use of each Provider's services shall at all times comply with such Provider's then-current Acceptable Use Policy accessible at https://www.iland.com/legal/acceptable-use-policy/ (as amended at such Provider's sole discretion and notified to the Customer from time to time). Each Provider shall notify the Customer of complaints received by such Provider regarding each incident of alleged violation of such Provider's Acceptable Use Policy by the Customer or third parties that have gained access to such Provider's services through the Customer's credentials. The Customer shall promptly investigate all such complaints and take all necessary actions to remedy any actual violations of each Provider's Acceptable Use Policy (including without limitation indemnifying each Provider for any such violations). Each Provider may identify to a complainant that the Customer, or a Third Party that gained access to the services through the Customer or its access credentials, is investigating the complaint and may provide the complainant with the necessary information to contact the Customer directly to resolve the complaint. The Customer shall upon a Provider's request promptly identify a representative for the purposes of receiving such communications from complainants.

Section 4.5 Service Level Agreements. The terms set out on the Service Level Agreements (or "SLA") accessible at https://www.iland.com/legal/sla (which may be updated from time to time at the Provider's sole discretion) are hereby deemed to be incorporated into each Order into which such SLA terms are to be incorporated pursuant to the terms of such SLA. The Provider shall provide reasonable notice to the Customer whenever the terms of an applicable SLA are updated, and such updated SLA shall become binding on the Customer and the Provider on the thirtieth (30) day following the date on which such notice is provided to the Customer.

ARTICLE 5
TIMING

Section 5.1 Time Requirements. If an Order specifies the time by which a service shall be performed, the relevant Provider shall comply with such time requirement. If the Customer or the Reseller changes such time requirements in any Order, the relevant Provider shall use reasonable efforts to meet such change if meeting such change is possible without any increased cost to such Provider. If incurring additional costs may improve the chances of such Provider meeting the revised timing requirement, such Provider shall so notify the Customer and the Reseller and provide an estimate of any such additional costs. If exercised within a reasonable time, the Customer and the Reseller shall have the option to request that such Provider meet the revised timing requirement and shall pay all such additional costs incurred by such Provider in connection with meeting such revised timing requirement.

Section 5.2 Unspecified and New Time Requirements. If an Order does not specify a time by which a service shall be performed, the Customer and the relevant Provider may agree upon such time later, either in writing or orally. If the Customer and the relevant Provider never agree on a time requirement, such Provider shall nonetheless perform the work in a diligent manner.

ARTICLE 6
FORCE MAJEURE

Section 6.1 Definition of Force Majeure Event. "Force Majeure Event" means acts of God, floods, blizzards, ice storms, volcanic eruptions and emanations, earthquakes,
thaws, named tropical storms, and hurricanes; insurrection, terrorism, revolution, piracy, and war; strikes, lockouts, and labor disputes; changes to national, state or local laws; changes to ordinances, standards, rules and regulations of any governmental or public authorities having or asserting jurisdiction over the premises of a Party; inability to procure material, equipment, or necessary labor despite reasonable efforts; or similar causes (except financial) beyond the control of the affected Party and which, in each case, through the exercise of diligent effort, such Party cannot overcome.

Section 6.2 Excusable Force Majeure Events. A Party shall be excused from complying with the terms and conditions of this Agreement and the applicable Order if, to the extent, and for as long as, such Party’s compliance is delayed or prevented by a Force Majeure Event. A Force Majeure Event shall not excuse performing duties that are unrelated to the Force Majeure Event, including, without limitation, discharging financial obligations. No Party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure of performance or equipment due to a Force Majeure Event.

Section 6.3 Notice of Force Majeure Events. If a Party is rendered unable, wholly or in part, by a Force Majeure Event to perform its obligations under this Agreement or any applicable Order, that Party shall give prompt written notice detailing such Force Majeure Event to the other Parties.

Section 6.4 Termination for Extended Force Majeure Events. If a Force Majeure Event continues without interruption for ninety (90) days, any affected Party may cancel the applicable Order by giving written notice to the other Parties.

ARTICLE 7
DEFAULT

Section 7.1 Notice of Default and Opportunity to Cure. If a Provider fails to perform its obligations or otherwise violates the terms or conditions of this Agreement or any Order and such default continues for a period of ten (10) days after receipt of a written notice describing the default, then the Customer may terminate all or part of the applicable Order. If the Customer or Reseller fails to perform its obligations or otherwise violates the terms or conditions of this Agreement or any Order and such default continues for a period of ten (10) days after receipt of a written notice describing the default, then the relevant Provider may terminate all or part of the applicable Order.

Section 7.2 Remedies Not Exclusive. In addition to the remedies set out in this Agreement, the Customer and each Provider shall have all other remedies available at law or in equity except for remedies specifically excluded by this Agreement.

ARTICLE 8
NOTICES

Section 8.1 Methods. All notices, requests, demands, and other communications specifically required or authorized by this Agreement shall be written and shall be sent by facsimile transmission to the Fax number of +1.713.868.2268, as concerns the Providers, or on the signature page of this Agreement, as concerns the Customer, or sent to the email address of legal@iland.com, as concerns the Providers, or on the signature page of this Agreement, as concerns the Customer. A Party may change its contact information by
sending a notice to the other Parties complying with these notice requirements. The Customer shall send a copy of any notice sent to a Provider to iland Billing Credits Department, 1235 North Loop West, Suite 800, Houston, Texas 77008, U.S.A.

Section 8.2 Presumed Delivery. A personally delivered notice shall be conclusively presumed to have been delivered on the date reflected on a written receipt acknowledging delivery that is signed by a representative of the receiving Party. A mailed notice or notice sent by international courier shall be conclusively presumed to have been delivered on the date reflected on the returned receipt that is signed by a representative of the receiving Party. A facsimile notice shall be conclusively presumed to have been delivered on the date reflected on the sending facsimile machine’s automated printout that reflects that the entire transmission was successfully sent to the receiving Party’s facsimile telephone number then in effect. An electronic mail notice shall be deemed delivered upon the electronic transmittal being sent unless the sender receives an electronic response within three hours of sending the transmittal that delivery of the transmittal failed. All notices received outside of Business Hours shall be conclusively presumed to have been delivered on the next business day.

ARTICLE 9
CONFIDENTIALITY AND PROTECTED INFORMATION

Section 9.1 General Confidentiality Obligations. Except as permitted by Section 11.8.3, each Receiving Party shall treat the Proprietary Information of the Disclosing Party as confidential, and will take reasonable measures to protect the secrecy of and avoid disclosure or use of Proprietary Information of the Disclosing Party in order to prevent it from falling into the public domain or the possession of Persons other than those Persons authorized under this Agreement to have any such information. Such measures shall include the degree of care that the Receiving Party utilizes to protect its own proprietary information of a similar nature. Except as set out in a Data Protection Order, there shall be no restriction on the handling of information that is not Proprietary Information under this Agreement.

Section 9.2 Permitted Disclosure and Use. Section 9.1 notwithstanding each Receiving Party may distribute Proprietary Information to those of its Representatives as are reasonably necessary to fulfill or enforce its obligations under this Agreement and who are under obligations of use and confidentiality with respect to the Proprietary Information no less restrictive than those set forth in this Agreement. Each Receiving Party shall use the Proprietary Information of the Disclosing Party only as is reasonably necessary to fulfill or enforce its obligations under this Agreement, unless otherwise authorized in writing by the Disclosing Party. Additionally, each Provider may provide any of its customers or potential customers who are bound by a non-disclosure agreement the name of the Customer and a description of the services provided by the Providers to the Customer.

Section 9.3 Exceptions. The confidentiality and use obligations set forth in this ARTICLE 9 apply to all Proprietary Information except to the extent that the Receiving Party can show by written record that: (i) it possessed the information prior to its receipt from the Disclosing Party; (ii) the information was already available to the public or became so through no fault of the Receiving Party; (iii) the information is subsequently disclosed to the Receiving Party by a Third Party who has the right to disclose it free of any obligations to the Disclosing Party; (iv) the information is independently developed by the Receiving Party without purposefully attempting to circumvent the obligations under this Agreement and without
reference to or use of the Disclosing Party’s Proprietary Information; or (v) the information is required by law, rule or regulation to be disclosed. If the Receiving Party is required by governmental, administrative, or judicial process to disclose Proprietary Information of the Disclosing Party, the Receiving Party shall, if permitted by law, prior to any such disclosure, promptly notify the Disclosing Party and shall provide the Disclosing Party assistance in any reasonable effort to obtain confidential treatment with respect to such disclosure.

Section 9.4 Injunctive Relief. Each Party hereby acknowledges and agrees that the confidential information provided to such Party by another Party as described in this ARTICLE 9 is of the character as to render the same unique, and therefore agrees that in the event of any breach or threatened or potential breach of this Agreement by a Party, the other Parties could be irreparably and immediately harmed and may not be made whole by monetary damages alone. In the event of such a breach or threatened or potential breach, and without prejudice to any other rights and remedies otherwise available, the other Parties shall be entitled to seek equitable relief by way of an interim or permanent injunction or decree of specific performance without the requirement of posting any bond or other security.

Section 9.5 Provisions Concerning the Storage of Protected Information. The Customer shall not store or transmit Protected Information via a Provider’s services or any Cloud Resources (as defined in the relevant Order) unless and until the Customer and such Provider have executed a Data Protection Order concerning such Protected Information and the Cloud Resources (as defined in the relevant Order) to be used to transmit and store such Protected Information. Following the execution of a Data Protection Order, the Customer shall not use any Cloud Resources for the storage or transmittal of Protected Information unless such Protected Information has been secured as to render the data unusable, unreadable, or indecipherable to unauthorized individuals through the use of valid encryption processes. The Customer shall ensure that valid encryption processes, consistent with commercially reasonable industry practices, are implemented with respect to such Protected Information and shall utilize such processes on all Protected Information to be transmitted or stored within such Provider’s services to ensure that such data are encrypted (i) during transmission to such Provider for storage within such Provider’s services, and (ii) at all times while stored within such Provider’s services. Except as otherwise set out in the relevant Data Protection Order, the Customer shall defend, indemnify, and hold each Provider and its Affiliates and its and their respective officers, directors and employees harmless from any and all Claims under Data Protection Laws relating to the Customer’s use of the Providers’ networks and services for the storage of Protected Information. Upon execution of a Data Protection Order, all Protected Information relating to such Data Protection Order shall be considered “Proprietary Information” for the purposes of this Agreement.

ARTICLE 10
ALLOCATION OF RISK; LIMITATIONS ON LIABILITY

Section 10.1 Contents of Communications. Each Provider shall have no liability or responsibility for the content of any communications transmitted via such Provider’s networks and services (except for content solely created by such Provider), and the Customer shall defend, indemnify, and hold the Providers, their respective Affiliates, and their respective officers, directors and employees harmless from any and all Claims (including Claims by governmental entities seeking to impose penal sanctions) related to such content and Claims by third parties relating to the Customer’s use of the Providers’ networks and services.
Section 10.2 No Consequential Damages. NONE OF THE PROVIDERS WILL BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, MULTIPLE, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL OR BUSINESS PROFITS, LOSS OF REVENUE, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE OR MALFUNCTION, WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT, OR OTHERWISE, EVEN IF THE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 10.3 Limitation on Direct Damages. In no event shall such Provider's total aggregate liability under this Agreement or otherwise relating to the services to be provided by such Provider to the Customer pursuant to this Agreement exceed the least of (a) the amounts paid by the Reseller to such Provider under the applicable Order, (b) the aggregate fees payable by the Reseller to such Provider over the term of the applicable Order, and (c) the aggregate fees payable by the Reseller to such Provider during the initial year of the term of the applicable Order.

Section 10.4 Certain Categories of Damages Specifically Excluded. None of the Providers shall have liability to the Customer in respect of:

10.4.1 the costs of reloading, replacing, or recreating any of the Customer's lost or damaged information, data or software; or

10.4.2 the loss of the Customer's information, data or software.

The Customer acknowledges that the Providers' services are not intended to be used as the sole repository for the Customer's data, information and software, and that the Customer has been advised by the Providers to maintain a copy of all of the Customer's information, data and software on servers other than those provided or maintained by the Providers pursuant to this Agreement.

Section 10.5 Mitigation. Each Party shall use reasonable efforts to mitigate damages for which another Party is liable.

ARTICLE 11
LEGAL ADMINISTRATION

Section 11.1 Legal Compliance Generally. Each Party shall comply in all material respects with all laws, ordinances, statutes, codes, rules, and regulations that apply to its services, products, materials, equipment, employees, or work sites to be used in performing its obligations under this Agreement or any Order issued under this Agreement; provided, however, that such Provider's obligations as set out in this Section 11.1 shall not impair any Provider's right to be indemnified pursuant to Section 9.5.

Section 11.2 Governing Law. This Agreement and the Orders may govern services supplied by the Providers to the Customer in several different jurisdictions. This Agreement and the Orders shall be governed by and construed in accordance with the laws of the State of Texas (excluding principles of conflicts of laws that would require application of the substantive laws of another jurisdiction).
**Section 11.3 Dispute Resolution.** Any controversy or dispute arising out of or relating to this Agreement or an Order, or the breach of this Agreement or an Order, that is not promptly resolved by negotiation among the Parties, shall be resolved:

11.3.1 by legal proceedings in a federal or state court having its seat in Harris County, Texas; or

11.3.2 if any party who will be a defendant in respect of the relevant controversy or dispute is an entity formed in a jurisdiction outside of the United States, by arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA") and judgment upon the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof. The arbitration tribunal will consist of a single arbitrator mutually agreed by the Parties, or in the absence of such agreement within thirty (30) calendar days from the first referral of the dispute to the AAA, designated by the AAA. The place of arbitration will be in Houston, Texas unless the Parties will have agreed to another location within fifteen (15) calendar days from the first referral of the dispute to the AAA. The arbitral award will be final and binding. The Parties waive any right to appeal the arbitral award, to the extent a right to appeal may be lawfully waived. Each Party retains the right to seek judicial assistance: (i) to compel arbitration; (ii) to obtain interim measures of protection prior to or pending arbitration, (iii) to seek injunctive relief in the courts of any jurisdiction as may be necessary and appropriate to protect the unauthorized disclosure of its proprietary or confidential information, and (iv) to enforce any decision of the arbitrator, including the final award. The arbitration proceedings contemplated by this Section will be as confidential and private to the extent permitted by applicable law. To that end, the Parties will not disclose the existence, content or results of any proceedings conducted in accordance with this Section 11.3.2, and materials submitted in connection with such proceedings will not be admissible in any other proceeding, provided, however, that this confidentiality provision will not prevent a petition to vacate or enforce an arbitral award, and will not bar disclosures required by law.

**Section 11.4 Several Liability.** None of the Providers shall be liable under this Agreement or any Order for the obligations of the other Providers, and a Provider shall be liable under an Order only if such Provider is a party to such Order.

**Section 11.5 Entire Agreement.** This Agreement is the entire agreement between the Parties concerning the agreed general terms and conditions while the entire agreement for the work consists of both this Agreement and the Orders. All prior negotiations, representations, understandings, and partial agreements concerning the subject matter of this Agreement are superseded by this Agreement and the Orders.

**Section 11.6 Amendments.** No amendment, modification, waiver, or release of the provisions of this Agreement or any Order shall be binding unless a writing of like import exists that (a) specifically identifies the amended, modified, waived, or released obligation, (b) describes the nature of the amendment, modification, waiver, or release, and (c) is signed by each Party (if an amendment, modification, waiver, or release of the provisions of this Agreement) or is signed by each Party that is a party to the relevant Order and the Reseller (if an amendment, modification, waiver, or release of the provisions of an Order).

**Section 11.7 Assignment.** No Party may assign its rights or obligations under this Agreement or any Order to any Person without the consent of the other Parties. Any
purported assignment without such consent shall be void. Any authorized or permitted assignment of an Order by a Party shall be binding on the assigning Party's assignee. An authorized or permitted assignment shall not discharge the assigning Party from its obligations under an Order unless the other Parties execute a written release or novation releasing the assigning Party.

Section 11.8 Miscellaneous.

11.8.1 Rules of Construction.

(a) All article and section references used in this Agreement are to articles and sections of this Agreement unless otherwise specified.

(b) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Terms defined in the singular have corresponding meanings in the plural, and vice versa. Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The words "hereby" and "herein," and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not any particular section or article in which such words appear.

(c) The captions in this Agreement and each Order are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

11.8.2 Severability of Provisions. If any provision of this Agreement or any Order is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. If any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement or such Order, the Parties shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by law and, to the extent necessary, shall amend or otherwise modify this Agreement or such Order to replace any provision contained herein that is unenforceable with a valid and enforceable provision giving effect to the intent of the Parties to the greatest extent legally permissible.

11.8.3 Publicity. The Customer hereby grants to each Provider permission to publicly identify the Customer as one of such Provider's customers. The Customer may revoke this permission at any time by giving notice of such revocation to the Providers.

11.8.4 Binding Authority. Each Party represents that the individual executing this Agreement on behalf of that Party has full right and authority to execute this instrument on behalf of that Party and to bind such Party. The individual signing this Agreement hereby represents and warrants that they are duly authorized to execute and deliver this Agreement as an employee with a title of at least "Director" on behalf of the Customer and that this Agreement is binding upon the Customer in accordance with its terms.

11.8.5 Duplicate Originals. This Agreement may be executed in duplicate originals, and each such instrument shall be deemed an original of this Agreement for all purposes.
11.8.6 Rights of Third Parties. Except for the provisions of Section 9.5 and ARTICLE 10, which are intended to be enforceable by the Persons respectively referred to therein, nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties, any right or remedies under or by reason of this Agreement. Notwithstanding the previous sentence, this Agreement may be terminated or varied in any way and at any time by the Parties without the consent of any Third Party.

11.8.7 Additional Parties. Any Affiliate of any Provider shall become a party to this Agreement if such Affiliate and the Reseller execute an Order that purports to be governed by this Agreement, and thereafter shall be deemed a "Provider" and one of the "Providers" for all purposes hereunder.
This Global Master Service Agreement is hereby executed as of the Effective Date.

For

Name and title (please print)

Signature

Date

Address:

For iland Cloud Pte. Ltd.:

Scott Sparvero, Director

Date

For Cloud iland Internet Canada ULC

Scott Sparvero, Chief Executive Officer

Date

For iland Internet Solutions Corporation:

Scott Sparvero, CEO

Date

For iland Nederland B.V.:

Scott Sparvero, Director

Date

For iland Europe Limited:

Scott Sparvero, Director

Date

For iland Australia Pty Ltd.:
i-Tech Services Schedule

The terms and conditions set out in this i-Tech Services Schedule (this "Schedule") shall apply to each request for i-Tech services issued by the Customer to a Provider (each, an "i-Tech Order"), and shall be deemed to be incorporated, mutatis mutandis, into each i-Tech Order. Any capitalized terms used but not defined in this Schedule or the remainder of the Agreement shall have the meanings set out in the relevant i-Tech Order.

1. Definitions. Any capitalized terms used but not defined in this I-Tech Services Schedule shall have the meanings set out in the Agreement.

(A) "After Hours" are defined as all times other than Business Hours.

(B) "i-Tech Rates Schedule" means the relevant Provider's schedule of rates for i-Tech Services as updated from time to time in such Provider's sole discretion, a copy of which will be provided by such Provider to the Customer upon request.

(C) "i-Tech Service" shall mean technician services provided by the relevant Provider or third parties contracted by such Provider, which may include, without limitation, (i) basic on-site, on-demand first-line maintenance and support, including power cycling equipment, and measuring power consumption, (ii) scheduled support, maintenance, installation and removal of equipment, cabling, temporary badge access, receiving or moving packages, or equipment and other related support services, and (iii) remote support, such as that performed over the internet or other connectivity to manage or troubleshoot remote equipment including networking equipment and virtual servers on such Provider's Cloud Server platform.

(D) "Virtual Server" shall mean any server or appliance hosted on the relevant Provider's Hosted Cloud Services platform.

2. Term. The initial term of this Order shall commence on the Effective Date and shall end on the final day of the first full calendar month following the Effective Date, and shall thereafter renew on a month-to-month basis until terminated by 30 days' notice from any Party to the other Parties.

3. i-Tech Service. A Provider may provide i-Tech Service on the Customer's virtual server maintained on such Provider's servers from time to time as mutually agreed between the parties. The Customer may order i-Tech Service by contacting the relevant Provider's customer service department or by such other means as such Provider may from time to time make available to the Customer for such purpose. A Provider shall not be obligated to provide i-Tech Service that is scheduled support beyond basic on-site, on-demand first-line maintenance and support until a scope for such i-Tech Service has been mutually agreed between the relevant Provider and the Customer in writing. Upon a Provider's acceptance of such order (and the parties' execution of a scope document, if requested by such Provider), such Provider will perform the i-Tech Service in accordance with the Customer's directions. Pricing for i-Tech Service shall be at the rates set out on the i-Tech Rates Schedule.

4. i-Tech On-Demand Response Time Service Levels. Each Provider shall use its reasonable efforts to dispatch a technician to perform i-Tech Services requested by the Customer to be performed on demand (1) within one hour following the time the relevant Provider's customer service department receives and logs Customer's request with all of the necessary information requested by such Provider's customer service department to perform the i-Tech Service, for i-Tech Service to be
performed during Business Hours, and (2) within two hours following the time such Provider's customer service department receives and logs the Customer's request with all of the necessary information requested by such Provider's customer service department to perform the i-Tech Service, for i-Tech Service to be performed After Hours. If a Provider breaches its obligations pursuant to the previous sentence, such Provider shall issue a credit for up to one hour of i-Tech Service to the Customer, and the Customer shall have no further right of action against such Provider in respect of such breach, and such Provider shall have no further liability to the Customer in respect of such breach.

5. **Risk of Loss: Grant of Authority.**

(A) The Customer acknowledges that due to the nature of the i-Tech Service, there is potential risk of damage, corruption, or loss of computer software, applications, data, and data storage media, and acknowledges that each Provider's liability for such damage or loss is limited by this Order and the Agreement.

(B) The Customer grants to each Provider and its agents and service representatives access, security rights, and permission to open, view, modify, edit, delete, or otherwise manipulate the Customer's computer software, applications, data, and data storage media including, but not limited to, computer operating systems, word processing, spreadsheets, databases, workflow, graphics, audio, video, system drivers and libraries, and any other type of software or data that may be contained on the Customer's computer system or network, in each case to the extent reasonably necessary to allow such Provider to perform its obligations under the relevant Order.

(C) The Customer grants to each Provider and its agents and service representatives permission to download and install software on the Customer's virtual servers, computers and network, including but not limited to virus scanners, diagnosis and repair utilities, drivers, libraries, and software requested to be installed by the Customer, in each case to the extent reasonably necessary to allow such Provider to perform its obligations under the relevant Order.

6. **Miscellaneous.**

(A) An i-Tech Order may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Facsimile signatures shall be sufficient to bind the parties to an i-Tech Order.

(B) All i-Tech Service is billed a minimum one (1) hour charge and in 30 minutes increments thereafter. If technician travel is required, travel time to and from the facility is billed for ALL After Hours i-Tech Service. There is a minimum of a two hour charge on any i-Tech Service that requires shipping of equipment.

(C) Services must be scheduled 4 business days in advance and during Business Hours to be considered “scheduled work” for purposes of the i-Tech Rates Schedule.
Exhibit A
i-Tech Rates Schedule

- All rates are hourly and are billed in the currency of the country service is performed in, as shown in the grid below.
- Telco carrier support may be required when troubleshooting power or cross connect issues. All Telco carrier support is billed through a Provider at the Telco carrier’s posted rates.
- Customer is responsible for any taxes on work performed, if applicable.
- Remote Support is support that can be done remotely, such as network troubleshooting, virus/hack cleaning, OS support, email support, firewall management, LEC management, etc.
- On Site Support is support that physically requires personnel on site to perform work, such as a data center escort, troubleshooting, rebooting equipment, remote hands, tracing cross connects, shipping and receiving, tape swapping, resetting power breakers, troubleshooting other power or cross connect issues, etc.

<table>
<thead>
<tr>
<th>Hourly Pricing Schedule for REMOTE or Virtual Server i-Tech Service</th>
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<tr>
<td><strong>Business Hours</strong></td>
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<tr>
<th>Hourly Pricing Schedule for DATACENTER On-Site i-Tech Service</th>
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<tr>
<td><strong>Business Hours</strong></td>
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All pricing is subject to change.
December 08, 2020

Board of Commissioners
Public Utility District No. 1 of Skagit County
1415 Freeway Drive
Mount Vernon, WA 98273-1436

RE: Project Acceptance

Name of Project: SWC SR5 & E. Kincaid Development
Reference: C.O. # 5065  Project # 3792
Location: Mount Vernon
Developer: VWA-Mount Vernon LLC
Contractor: Seton Construction Inc.

Commissioners:

The District has approved the plans and specifications and has inspected the installation of the new water plant within the above project. The Engineering Department has received satisfactory pressure and bacteriological test results. All documentation for this project has been completed.

I recommend that the Commission accept this project.

Respectfully submitted,

Mark C. Handzlik, P.E.
Engineering Manager

dd
Attachment: Map

cc: George Sidhu, P.E., General Manager
    Michael E. Demers, Engineering Technician
This map was created from available public records and existing map sources, not
from field surveys. While great care was taken in this process, maps from different
sources rarely agree as to the precise location of geographic features.
The relative positioning of map features to one another results from
combining different map sources without field verification.
The PUD #1 of Skagit County disclaims any warranty of
merchantability or warranty of fitness of this map for any particular
purpose whether expressed or implied. No representation or warranty is
made concerning the accuracy, currency, completeness or quality
of data depicted on this map. Any user of this map assumes all
responsibility for use thereof and further agrees to hold the PUD #1
of Skagit County harmless from any damage, loss, or liability arising
from the use of this map.

Legend

- Removed AC Pipe
- Existing Main
- Awaiting Acceptance

The map was created from available public records and existing map sources, not
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from the use of this map.
January 21, 2021

Board of Commissioners
Public Utility District No. 1 of Skagit County
1415 Freeway Drive
Mount Vernon, WA 98273-1436

RE: Project Acceptance

Name of Project: Systima Project, Port of Skagit (Phase II)
Reference: C.O. # 5067    Project # 3795
Location: Mount Vernon
Developer: Port of Skagit
Contractor: SRV Construction

Commissioners:

The District has approved the plans and specifications and has inspected the installation of the new water plant within the above project. The Engineering Department has received satisfactory pressure and bacteriological test results. All documentation for this project has been completed.

I recommend that the Commission accept this project.

Respectfully submitted,

Mark C. Handzlik, P.E.
Engineering Manager

dd
Attachment: Map

cc: George Sidhu, P.E., General Manager
    Michael E. Demers, Engineering Technician
January 12, 2021

Board of Commissioners
Public Utility District No. 1 of Skagit County
1415 Freeway Drive
Mount Vernon, WA  98273-1436

RE:  Project Acceptance

Name of Project: East Village Short Plat
Reference: C.O. # 5010  Project # 3727
Location: Mount Vernon
Developer: Mary Margaret Kiesel
Contractor: R and J Dirtworks Inc

Commissioners:

The District has approved the plans and specifications and has inspected the installation of the new water plant within the above project. The Engineering Department has received satisfactory pressure and bacteriological test results. All documentation for this project has been completed.

I recommend that the Commission accept this project.

Respectfully submitted,

Mark C. Handzlik, P.E.
Engineering Manager

dd
Attachment: Map

cc: George Sidhu, P.E., General Manager
Michael E. Demers, Engineering Technician
Agenda Item #6
January 12, 2021

Board of Commissioners
Public Utility District No. 1 of Skagit County
1415 Freeway Drive
Mount Vernon, WA 98273-1436

RE: Project Acceptance

Name of Project: Babars Billiards Fire Line
Reference: C.O. # 5047  Project # 3773
Location: Mount Vernon
Developer: Steve Cohan
Contractor: M & H Contracting LLC

Commissioners:

The District has approved the plans and specifications and has inspected the installation of the new water plant within the above project. The Engineering Department has received satisfactory pressure and bacteriological test results. All documentation for this project has been completed.

I recommend that the Commission accept this project.

Respectfully submitted,

Mark C. Handzlik, P.E.
Engineering Manager

dd
Attachment: Map

cc: George Sidhu, P.E., General Manager
    Michael E. Demers, Engineering Technician
This map was created from available public records and existing map sources, not from field surveys. While great care was taken in this process, maps from different sources rarely agree as to the precise location of geographic features. The relative positioning of map features to one another results from combining different map sources without field verification.

The PUD #1 of Skagit County disclaims any warranty of merchantability or warranty of fitness of this map for any particular purpose, either expressed or implied. No representation or warranty is made concerning the accuracy, currency, completeness or quality of data depicted on this map. Any user of this map assumes all responsibility for use thereof, and further agrees to hold the PUD #1 of Skagit County harmless from any damage, loss, or liability arising from the use of this map.
January 12, 2021

TO: George Sidhu, P.E., General Manager
    Board of Commissioners

FROM: Brian Henshaw, Finance Manager

SUBJECT: Skagit PUD Customer Assistance Program

Requested Action:
Approve Resolution 2284-21 establishing the Skagit PUD Customer Assistance Program.

Background:
There are many Skagit County residents experiencing difficulties paying their water bills brought on by the COVID-19 pandemic and corresponding downturn in the economy. Establishing the Skagit PUD Customer Assistance Program will enable the District to accept voluntary contributions in order to aid qualified low-income residential customers.

The following eligibility criteria will be administered in partnership with Community Action of Skagit County:
- Assistance is limited to available funds
- A one-time $200 credit will be applied directly to their account balances
- Be a District customer with an active account in their name
- Have received a past due notice on their water service account
- Have household income less than 150% of the Federal Poverty Level*
- Certify that all information provided is true and complete

*Community Action of Skagit County website - Household income for a family of four below $39,300

Fiscal Impact:
There is no financial impact to the District as assistance will be limited to funds received as voluntary contributions. A limited amount of staff time will be used to administer the program and coordinate with Community Action of Skagit County.

Enc. Community Action of Skagit County Agreement
RESOLUTION NO. 2284-21

A RESOLUTION OF THE COMMISSION OF PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, ESTABLISHING THE CUSTOMER ASSISTANCE PROGRAM.

WHEREAS, on February 29, 2020, the Governor of the State of Washington proclaimed that a state of Emergency exists in all counties in the State of Washington due to the outbreak of novel coronavirus (COVID-19), and

WHEREAS, many of our customers are experiencing difficulties in paying their water bills due to the economic hardships brought on by the COVID-19 pandemic and the corresponding downturn in the economy, and

WHEREAS, it is likely that other customers will experience economic difficulties and need assistance in the future, and

WHEREAS, RCW 54.52.010, allows public utility districts to include with or as part of its regular customer billings, a request for voluntary contributions to assist qualified low-income residential customers of the district, and

WHEREAS, all donations received by the district shall be distributed solely to assist qualified low-income residential customers of the district in paying their water bills, and

WHEREAS, the Board of Commissioners deemed it to be in the best interest of the District to establish such a program.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Public Utility District No. 1 of Skagit County, Washington, does hereby establish a Customer Assistance Program.

Section 1. Eligibility Criteria

Assistance shall be limited to available funds collected through voluntary contributions by the District. Voluntary contributions will be accounted for separately and applied to eligible customers accounts as determined by a non-profit agency and/or the District. In addition, eligible customers will:

- Be a District customer with an active account in their name
- Have received a past due notice on their water service account
- Have household income less than 150% of the Federal Poverty Level
- Certify that all information provided is true and complete

ADOPTED by the Commission of Public Utility District No. 1 of Skagit County, Washington, at a regular meeting held this 12th day of January 2021.

Joe Lindquist, President

Germaine Kornegay

Andrew Miller
January 12, 2021

Community Action of Skagit County  
Attn: Lynn Christofersen  
330 Pacific Place  
Mount Vernon, WA  98273

Public Utility District No. 1 of Skagit County (District) wishes to enter into an agreement with Community Action of Skagit County (Agency) to distribute our Customer Assistance Program (CAP) funds from January 1, 2021 through December 31, 2021 on the following terms:

1. Qualifying recipients will have an income which is equal to or less than 150% of the federal established poverty level. Non-qualifying recipients with extenuating circumstances may still receive a benefit subject to approval by the District’s Finance Manager and the Community Action Energy Manager.

2. Recipients must be a District customer with an active account in their name. Customer Assistance Program funds will be directly applied to their account balance.

3. The District will make the full balance of the fund available to the agency each month beginning on February 1, 2021. The balance will be updated monthly and provided to the agency by the 20th of each month.

4. Each month the agency will report to the District the customers who were qualified for CAP funds during the prior month for auditing purposes. The report will include each customer’s name, account number, service address, and the amount pledged.

5. Any disbursement of these funds to an individual household shall not be more than $200. The District may reduce or reject a pledge if the recipient’s active account has a considerable credit balance at the time the pledge is received and usage history does not support the necessity of the pledge as submitted.

6. The agency will be issued a payment quarterly (four payments per year) in the amount of $15 per pledge approved by the District for the administration and delivery fee of service. Payments will be issued in January, April, July, and October for the pledges approved by the District during the prior three months.

7. All credit balances, including deposits, stemming from CAP funds at the termination of a recipient’s water account will be returned to the Customer Assistance Program to aid future qualifying applicants.

8. The District may refer customers to your agency to apply for Customer Assistance Program funds.

9. Either party may cancel this agreement with thirty-days written notification to the other party.
Thank you for your participation in the Customer Assistance Program. Public Utility District No. 1 of Skagit County appreciates your commitment to our customers in need. If you agree to these terms, please print and sign this agreement. Return a signed copy to the District by scanning the document and emailing it as an attachment to Henshaw@SkagitPud.org. Please retain a copy for your records.

______________________________
Signature

______________________________
Signature

George Sidhu
Printed Name

William B. Henkel
Printed Name

General Manager
Title

January 12, 2021
Date

Executive Director
Title

12/16/2020
Date
January 12, 2021

TO: George Sidhu, P.E., General Manager

FROM: Jay Sedivy, C.S.P., Safety/Risk Coordinator

SUBJECT: Designation of Agents to Apply for and Receive Disaster Grant Funding

Requested Actions:
Designate Jay Sedivy as applicant agent and Brian Henshaw as alternate agent to apply for, administer to, and receive grant funds from federal and state sources.

Authorize the District’s applicant agents to enter into a contract to receive federal and state reimbursement funding for COVID-19 related expenses.

Background:
Since early 2020, the District has expended extra operational funding to respond to public health and other mandates from federal, state and local authorities. FEMA and Washington Military Department offer a partial reimbursement for some types of spending associated with response to the COVID-19 pandemic. In addition, the District plans on using similar sources of funding to address emergency preparedness and system resiliency in the near future. These actions will facilitate the current reimbursement process and ease the administration of future grant requests.

Fiscal Impact
The current project application will reimburse $7,078.57 to the District and ease the administration of future funding requests to help defray the costs of COVID-19 to the District. In addition, having applicant agents designated will also ease future applications for grants and funding for other emergency response and preparedness projects.

Attachments: FEMA/WA Public Assistance application package
Letter designating applicant agents
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.

IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Project Worksheet Sample (Attachment 3), Washington State Public Assistance Applicant Manual dated March 22, 2020 (Attachment 4), and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State Statutes and Regulations  
2. DHS Standard Terms and Conditions  
3. Presidential Declaration, FEMA State Agreement, and other Documents  
4. Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s)  
5. Special Terms and Conditions  
6. General Terms and Conditions, and,  
7. Other provisions of the contract incorporated by reference.

WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.

FOR THE DEPARTMENT:

Signature: ____________________________  Date: ____________________________

Stacey McClain, Governor's Authorized Representative  
Washington State Military Department

APPROVED AS TO FORM:

Signature: ____________________________  Date: ____________________________

SUBRECIPIENT's Attorney  
Washington State Military Department
STATE OF WASHINGTON
INVOICE VOUCHER

AGENCY NAME

Military Department
Public Assistance Program, Bldg. 208
Camp Murray TA-20
Tacoma, Washington 98430-5122

VENDOR OR CLAIMANT (Warrant is to be payable to)

Public Utility District #1 of Skagit County
1415 Freeway Drive
Mount Vernon, WA 98273

INSTRUCTIONS TO VENDOR OR CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

Vendor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status.

BY

(SIGN IN INK)

(TITLE) (DATE)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For Reporting Personal Services Contract Payments to IRS)

91-6001038

DISASTER ASSISTANCE PAYMENT REQUEST

Payment requested for disaster assistance to help in the repair or restoration of damaged public facilities.

Contract No: D20-746
Disaster No: 4481-DR-WA

Type of Request:

☐ Small Project Payment
Package #: 142 PW# 148

☐ Large Project Payment
PW #:

☐ Indirect Administrative Allowance

☐ Final Payment

Project Costs:

Proj/Sub 704UC $ 7,078.57 (F)

Proj/Sub 702UE $ (S)

Administrative Costs:

Proj/Sub 704UD $ (F)

PREPARED BY

TELEPHONE NUMBER

DATE

AGENCY APPROVAL

DATE

ACCOUNTING APPROVAL FOR PAYMENT

DATE

WARRANT TOTAL

WARRANT NUMBER
### Event Information:

<table>
<thead>
<tr>
<th>Disaster Number:</th>
<th>4481-DR-WA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Event Name:</td>
<td>COVID-19</td>
</tr>
<tr>
<td>Declaration Date:</td>
<td>March 22, 2020</td>
</tr>
<tr>
<td>Contract #:</td>
<td>D20-746</td>
</tr>
<tr>
<td>FIPS #:</td>
<td>057-USIM8-00</td>
</tr>
</tbody>
</table>

**Step 1:** Complete the following information to populate the forms.

1. Enter the date the forms will be submitted to EMD.
   - **Date forms will be submitted:** January 13, 2021

2. Enter jurisdiction/organization/subgrantee name and address.
   - **Applicant Name:** Public Utility District #1 of Skagit County
   - **Doing Business As:** County: Skagit County
   - **Street Address:** 1415 Freeway Drive
   - **Mailing Address:** 1415 Freeway Drive
   - **City:** Mount Vernon
   - **State:** WA
   - **Zip:** 98273

3. Enter tax identification number (TIN or EIN), state revenue # (UBI) and DUNS #. The TIN and DUNS are required.
   - **Tax Identification Number:** 91-6001038
   - **State Business # (UBI):**
   - **DUNS #:** 020232864

If you do not know your organization’s DUNS #, please contact your comptroller, accountant, or finance department. They should be able to give it to you. Smaller jurisdictions (such as irrigation districts) may not already have one, but you can call Dun & Bradstreet at **1-866-705-5711** and indicate that you are a Federal grant applicant. You can also call this number to see if you have a DUNS number. The number is assigned immediately. The following information is requested:

- Legal Name
- Headquarters name and address
- Doing business as (DBA) or other name by which organization is commonly known or recognized
- Physical Address, City, State and Zip Code
- Mailing Address (if separate from Headquarters and/or physical address)
- Telephone Number
- Contact Name and Title
- Number of Employees at physical location

**Please note:** The DUNS number has to match the name on the Federal grant application (Request for Public Assistance)
4. Do you have an account already established with the State of Washington?

Do you have an account already established with the State and have you received funds from the state within the past 2 years?

- Yes and the account information is current - skip sections 5 and 6, continue to section 7.
- Yes but I need to make changes to the account information - continue to section 5.
- No - skip section 5, continue to section 6.

State Vendor #: SWV0002325-00

5. What information needs to be changed?

☐ Name  ☐ Address  ☐ Contact Information  ☐ Email  ☐ Account Info  ☐ Additional Info

6. Complete this section if you do not have an open account with the State of Washington or any changes need to be made. You may also need to complete this section if you have not received funds from the State for 2 years. If all information is current, skip this section.

| Contact Person: Brian Henshaw |
| Phone: 360-848-4453 |
| Fax: 360-424-0325 |
| Email: Henshaw@Skagitpud.org |
| Financial Institution: Banner Bank |
| Phone: 360-755-1517 |
| Routing Number: 323371076 |
| Account Number: 3446020065 |
| Account Type: Checking ✓ Savings |
| Authorized Representative: Brian Henshaw |
| Authorized Representative Title: Finance Manager |

7. Type of Applicant.

Enter the letter corresponding to the type of applicant:

- A - State
- B - County
- C - City
- D - School District
- E - Special Purpose District (includes Diking Districts, Fire Districts, Water Districts, etc.)
- F - Higher Educational Institution
- G - Indian Tribe
- H - Private NonProfit
- I - Other (Specify)

If I: Other, specify type of organization (this is rare) | Do not fill this in

8. Enter congressional district numbers and legislative district numbers located within in your jurisdiction. If you don’t know them, check out [http://app.leg.wa.gov/districtfinder/](http://app.leg.wa.gov/districtfinder/)

| Congressional District Number(s): | 1st |
| Legislative District Number(s): | 40th |
9. Enter information regarding the primary contact. This is the person who will be our main day-to-day contact and will be signing most documents. This person must be named in the designation letter or resolution as the applicant agent. It is recommended that this person not be the authorizing authority such as the mayor or superintendent.

<table>
<thead>
<tr>
<th>Name</th>
<th>Jay Sedivy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Safety &amp; Risk Coordinator</td>
</tr>
<tr>
<td>Phone</td>
<td>(360) 848-4475</td>
</tr>
<tr>
<td>Fax</td>
<td>360-424-0325</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:sedivy@skagitpud.org">sedivy@skagitpud.org</a></td>
</tr>
</tbody>
</table>

10. Enter information regarding the alternate agent. This person can also sign documents and must be named in the designation letter or resolution as the alternate.

<table>
<thead>
<tr>
<th>Name</th>
<th>Brian Henshaw</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Finance Manager</td>
</tr>
<tr>
<td>Phone</td>
<td>360-848-4453</td>
</tr>
<tr>
<td>Fax</td>
<td>360-424-0325</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Henshaw@skagitpud.org">Henshaw@skagitpud.org</a></td>
</tr>
</tbody>
</table>

11. If the highest elected official or head authorizing authority is to be the applicant agent or alternate, then a resolution format must be used to designate the applicant agent and alternate. This section can be skipped if the highest elected official or head authorizing authority is not to be the applicant agent or alternate. This section can also be skipped if the jurisdiction has its own resolution format. Examples of governing body are the County Board of Commissioners, City Council, and School Board.

<table>
<thead>
<tr>
<th>Date of resolution:</th>
<th>Day: 12th</th>
<th>Month: January</th>
<th>Year: 21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Governing Body:</td>
<td>Board of Commissioners</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Individual certifying that the resolution is true and correct copy (usually clerk)</td>
<td>Name: Deana Dean</td>
<td>Title: Board Clerk</td>
<td></td>
</tr>
<tr>
<td>Date certifying resolution:</td>
<td>January 13, 2021</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

12. Enter the name, title, and term of office for the highest elected official or highest authorizing authority. This needs to be the person signing the designation letter or the person(s) signing the resolution. At least one is required. This person cannot be the applicant agent or alternate in sections 9 and 10.

<table>
<thead>
<tr>
<th>Name</th>
<th>Joe Lindquist</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>President - 12-2024</td>
</tr>
<tr>
<td>Name</td>
<td>Germaine Kornegay</td>
</tr>
<tr>
<td>Title</td>
<td>Vice-President - 12-2022</td>
</tr>
<tr>
<td>Name</td>
<td>Andrew Miller</td>
</tr>
<tr>
<td>Title</td>
<td>Secretary - 12-2026</td>
</tr>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td></td>
</tr>
</tbody>
</table>

13. Enter the name and title of anyone authorized to sign contracts. Unless your jurisdiction has rules stipulating otherwise, the applicant agent and alternate should be listed again in this section.

<table>
<thead>
<tr>
<th>Name</th>
<th>Jay Sedivy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Safety &amp; Risk Officer</td>
</tr>
<tr>
<td>Name</td>
<td>Brian Henshaw</td>
</tr>
<tr>
<td>Title</td>
<td>Finance Manager</td>
</tr>
<tr>
<td>Name</td>
<td>GEORGE SIDHU</td>
</tr>
<tr>
<td>Title</td>
<td>GENERAL MANAGER</td>
</tr>
</tbody>
</table>
14. Enter name, email, and phone of Chief Financial Officer.

<table>
<thead>
<tr>
<th>Name</th>
<th>Brian Henshaw</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td><a href="mailto:Henshaw@skagitpud.org">Henshaw@skagitpud.org</a></td>
</tr>
<tr>
<td>Phone</td>
<td>360-848-4453</td>
</tr>
</tbody>
</table>

15. The authorized Chief Financial Officer completes and signs page 15: FFATA / Audit Certification Form.
# DISASTER ASSISTANCE APPLICATION

<table>
<thead>
<tr>
<th>Application Identifier:</th>
<th>State Number:</th>
<th>Federal Disaster Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>D20-746</td>
<td>4481-DR-WA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Federal Catalog Number:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>97.036</td>
<td>Public Assistance Grants</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Declaration Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 22, 2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Applicant's FEMA Project Application Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>057-USIM8-00</td>
</tr>
</tbody>
</table>

## Legal Applicant Recipient:

- Applicant's Name: Public Utility District #1 of Skagit County
- Street Address: 1415 Freeway Drive
- Mailing Address: 1415 Freeway Drive
- City: Mount Vernon
- County: Skagit County
- State: WA
- Zip Code: 98273

## Applicant Agent:

- Name: Jay Sedivy
- Title: Safety & Risk Coordinator
- Signature: [Signature]

## Contact Information:

- Phone: (360) 848-4475
- Fax: 360-424-0325
- E-mail: sedivy@skagitpud.org
- Date: January 13, 2021

## Alternate Applicant Agent:

- Name: Brian Henshaw
- Title: Finance Manager
- Signature: [Signature]

## Contact Information (Alternate):

- Phone: 360-848-4453
- Fax: 360-424-0325
- E-mail: Henshaw@skagitpud.org
- Date: January 13, 2021

## Type of Applicant:

- A - State
- B - County
- C - City
- D - School District
- E - Special Purpose District
- F - Higher Educational Institution
- G - Indian Tribe
- H - Private NonProfit
- I - Other (Specify): Do not fill this in

Enter Appropriate Letter E

## Congressional District Number:

1st

## State Legislative District Number:

40th

## Governor's Authorized Representative:

- Signature: [Signature]
- Date: [Date]

**NOTE:** Shaded blocks for WA EMD use.
## SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

*Please read instructions on reverse side before completing this form.*

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>DATE SUBMITTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Utility District #1 of Skagit County</td>
<td>January 13, 2021</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT DESCRIPTION</th>
<th>CONTRACT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Assistance Program, Disaster 4481-DR-WA</td>
<td>D20-746</td>
</tr>
</tbody>
</table>

### 1. AUTHORIZING AUTHORITY

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>PRINT OR TYPE NAME</th>
<th>TITLE/TERM OF OFFICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joe Lindquist</td>
<td>Joe Lindquist</td>
<td>President - 12-2024</td>
</tr>
<tr>
<td>Germaine Kornegay</td>
<td>Germaine Kornegay</td>
<td>Vice-President - 12-2022</td>
</tr>
<tr>
<td>Andrew Miller</td>
<td>Andrew Miller</td>
<td>Secretary - 12-2026</td>
</tr>
</tbody>
</table>

### 2. OTHER INDIVIDUALS AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>PRINT OR TYPE NAME</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jay Sedivy</td>
<td>Jay Sedivy</td>
<td>Safety &amp; Risk Officer</td>
</tr>
<tr>
<td>Brian Henshaw</td>
<td>Brian Henshaw</td>
<td>Finance Manager</td>
</tr>
<tr>
<td>George Sidhu</td>
<td>George Sidhu</td>
<td>General Manager</td>
</tr>
</tbody>
</table>
# Agenda Item #11

## Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information. Give Form to the requester. Do not send to the IRS.

<table>
<thead>
<tr>
<th>1</th>
<th>Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Public Utility District #1 of Skagit County</td>
</tr>
<tr>
<td>2</td>
<td>Business name/disregarded entity name, if different from above</td>
</tr>
<tr>
<td>3</td>
<td>Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</td>
</tr>
<tr>
<td></td>
<td>√ Individual/sole proprietor or single-member LLC</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Exemptions (codes apply only to certain entities, not Individuals; see instructions on page 3):</td>
</tr>
<tr>
<td></td>
<td>Exempt payee code (if any)</td>
</tr>
<tr>
<td></td>
<td>Exemption from FATCA reporting code (if any)</td>
</tr>
<tr>
<td></td>
<td>Applies to accounts maintained outside the U.S.)</td>
</tr>
<tr>
<td></td>
<td>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</td>
</tr>
<tr>
<td>5</td>
<td>Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional)</td>
</tr>
<tr>
<td></td>
<td>1415 Freeway Drive</td>
</tr>
<tr>
<td></td>
<td>Mount Vernon WA 98273</td>
</tr>
<tr>
<td>6</td>
<td>City, state, and ZIP code</td>
</tr>
<tr>
<td></td>
<td>Mount Vernon WA 98273</td>
</tr>
<tr>
<td>7</td>
<td>List account number(s) here (optional)</td>
</tr>
</tbody>
</table>

### Part I: Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For Individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

### Part II: Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<table>
<thead>
<tr>
<th>Sign Here</th>
<th>Signature of U.S. person</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>January 13, 2021</td>
</tr>
</tbody>
</table>

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. * Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

Name: Jay Sedivy
Position: Safety & Risk Coordinator

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: ________________________________ Date: January 13, 2021

Print Name and Title: Jay Sedivy
Position: Safety & Risk Coordinator
PLEASE READ BEFORE PROCEEDING

- The legal name on both forms must match each other and the legal name on file with the IRS.
- Please use dark blue or black ink when signing, or if filling out the forms by hand.

If you know your Statewide Vendor Number, enter it here: SWV0002325-00

STEP 1: Enter information about the payee and contact person

Public Utility District #1 of Skagit County
Legal Name of Payee as it appears on federal tax forms (see W-9)
Business Name, if different from Legal Name above - e.g. Doing Business As (DBA) Name
1415 Freeway Drive
Mailing Address
Mount Vernon, WA 98273
Henshaw@Skagitpud.org
Email to receive Statewide Vendor Number and payment notifications

Type of Business (If Non Profit or Tax Exempt, please submit your determination letter)

STEP 2: Select Payment Option:

☑ Direct Deposit to bank (recommended) or ☐ Check in US mail (terminates any previous banking information on file)

STEP 2a: For Direct Deposit, complete all fields below and sign

In addition to providing your banking information on this form, you may also attach a voided check.

Banner Bank
Financial Institution Name - must be a US institution
360-755-1517
Financial Institution Phone Number
323371076
Routing Number - see example at right
3446020065
Account Number - see example at right
Account Type: ☐ PPD (Personal) ☑ CCD (Corporate/Business)
Will default to CCD if no option is checked

Authorization for Direct Deposit:
I hereby authorize and request the Office of Financial Management (OFM) and the Office of the State Treasurer (OST) to initiate credit entries for payee payments to the account indicated above, and the financial institution named above is authorized to credit such account. I agree to abide by the National Automated Clearing House Association (NACHA) rules with regard to these entries. Pursuant to the NACHA rules, OFM and OST may initiate a reversing entry to recall a duplicate or erroneous entry that they previously initiated. I understand that, if a reversal action is required, OFM will notify this office of the error and the reason for the reversal. This authority will continue until such time OFM and OST have had a reasonable opportunity to act upon written request to terminate or change the direct deposit service initiated herein.

Brian Henshaw
Authorized Representative (Please Print)
(Not to be signed by your financial institution)

Finance Manager
Title
January 13, 2021
Date
Forms will not be accepted if they have whiteout, have been crossed off or have been written over.

**STEP 3: Complete and sign the Request for Taxpayer Identification Number (W-9)**

<table>
<thead>
<tr>
<th>Substitute Form</th>
<th>Request for Taxpayer Identification Number and Certification</th>
</tr>
</thead>
<tbody>
<tr>
<td>W-9</td>
<td></td>
</tr>
</tbody>
</table>

1. **Legal Name** (as shown on your income tax return)
   
   Public Utility District #1 of Skagit County

2. **Business Name**, if different from Legal Name above — e.g. Doing Business As (DBA) Name

3. **Check ONLY ONE** box below (see W-9 instructions for additional information)
   - □ Individual/Sole Proprietor (Including LLC-Sole Proprietor)
   - □ Volunteer
   - □ Board/Committee Member
   - □ Corporation (Including LLC-Corporation, S-Corp and LLC S-Corp)
   - □ Partnership (Including LLC-Partnership)
   - □ Non Profit Organization
   - □ Tax Exempt Organization
   - □ Trust/Estate
   - □ Local Government
   - □ State Government
   - □ Federal Government (Including Tribal)

4. For Corporation or Partnership ONLY, check one box below if applicable:
   - □ Medical
   - □ Attorney/Legal

5. **Legal Address** (number, street, and apt. or suite no.)
   
   1415 Freeway Drive

6. **City, State, and ZIP code**
   
   Mount Vernon WA 98273

7. **Taxpayer Identification Number (TIN)**

   Enter your EIN OR SSN in the appropriate box to the right (do NOT enter both)
   
   For individuals, this is your social security number (SSN).
   For other entities, it is your employer identification number (EIN).

   **NOTE:** The EIN or SSN must match the Legal Name as reported to the IRS to avoid backup withholding. For a resident alien, sole proprietor, or disregarded entity, or to find out how to get a Taxpayer Identification Number, see the W9 Instructions.

   **NOTE:** If the account is in more than one name, see the W9 Instructions for guidelines on whose number to enter.

8. **Certification**

   Under penalty of perjury, I certify that:
   - The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
   - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
   - I am a U.S. person (including a U.S. resident alien).

   **SIGNATURE of U.S. PERSON**

   [Signature]

   **Date**

   January 13, 2021

   **Social Security Number**

   OR

   **Employer Identification Number**

   91-6001038

   **No Stamped or Electronic Signatures will be accepted**

**STEP 4: Submit**

Please allow up to 7 business days for processing of this paperwork from the day we receive it.

If adding or changing direct deposit information, up to 10 additional business days may be needed for your financial institution to verify your information.

For fastest service, PRINT, SIGN, FAX to: 360-664-3363

or mail to: Statewide Payee Registration, PO Box 41450, Olympia WA 98504-1450

If you have questions regarding these forms, please contact the agency you are working with.
### CONTACT INFORMATION

| Subrecipient Name (Agency, Local Government, or Organization): | Public Utility District #1 of Skagit County |
| Subrecipient Data Universal Numbering System (DUNS) / Unique Entity Identifier (UEI) Number: | 020232864 |
| Authorized Financial Representative (Name and Title): | Brian Henshaw |
| Address: | 1415 Freeway Drive Mount Vernon WA 98273 |
| Email: | Henshaw@Skagitpud.org |
| Phone Number: | 360-848-4453 |

**Directions:** As required by 2 CFR Part 200 Subpart F, non-federal entities that expend $750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity is not subject to these requirements, you must complete Section A of this Form. If your entity is subject to these requirements, you must complete Section B of this form. All subrecipients must complete the Federal Funding Accountability and Transparency Act (FFATA) related questions in Section C of this Form. Failure to return this completed Form to contracts.office@mil.wa.gov may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

### SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F (check all that apply)

- [ ] We did not expend $750,000 or more of total federal awards during the preceding fiscal year.
- [ ] We are a for-profit organization.
- [ ] We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws, and regulations governing the program(s) in which we participate; that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees; and that WMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

### SECTION B: Entities that ARE subject to the audit requirements of 2 CFR Part 200 Subpart F (Complete the information below and check the appropriate box)

- [ ] We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] for fiscal year [enter date]. There were no findings related to federal awards or internal controls. *December 31, 2018*
- [ ] We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] for fiscal year [enter date] and there were findings related to federal awards and/or internal controls.
- [ ] Our completed 2 CFR Part 200 Subpart F Audit will be available on [enter date] for fiscal year [enter date].

Provide a complete copy of the audit report electronically to contracts.office@mil.wa.gov or provide the state audit number [enter number].

*Updated 2/11/2020*
SECTION C: Federal Funding Accountability and Transparency Act (check the corresponding answer)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>In your preceding fiscal year, did your organization receive 80% or more of its gross revenues from federal funding?</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>In your preceding fiscal year, did your organization receive $25,000,000 or more in federal funding?</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>If you answered yes to the previous questions, WMD Contracts staff will request additional information to comply with FFATA reporting.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I hereby certify that I am an individual authorized by the above identified entity (subrecipient) to complete this form. Further, I certify that the above information is true and correct, and all material findings contained in the audit report/statement have been disclosed. Additionally, I understand this form is to be submitted every fiscal year for which this entity is a subrecipient of federal award funds from the Department until the grant agreement is closed.

Signature of Authorized Financial Representative: Buin Hernandez  
Date: 12/28/2020
January 13, 2021

Mr. Gerard Urbas  
Washington Military Department  
Public Assistance Program  
MS: TA-20 Building 20-B  
Camp Murray, WA 98430-5122

RE: Designated Applicant Agent

Dear Mr. Urbas:

The purpose of this letter is to designate the Applicant Agent and Alternate authorized representatives for:

Disaster: 4481-DR-WA COVID-19
Applicant: Public Utility District #1 of Skagit County
Applicant Agent: Jay Sedivy
Alternate Applicant: Brian Henshaw

The purpose of this designation as the authorized representatives is to obtain federal and/or State Emergency or Major Disaster Assistance funds.

These representatives are authorized to execute all contracts, certify completion of projects, request payments, and prepare all documentation for funding requirements.

Sincerely,

Joe Lindquist  
Commissioner, President – 12-2024
January 12, 2021

TO: George Sidhu, P.E., General Manager
FROM: Mark Handzlik, P.E., Engineering Manager
BY: Sam Shipp, P.E., Capital Project Manager

SUBJECT: InPipe Micro Hydro Purchasing Agreement and Sole Source Authorization

Requested Action:
Authorize the General Manager to sign an Agreement with InPipe Energy for the installation of a hydroelectric energy recovery system at the East Division Tank Site, and authorize the General Manager to execute a Sole Source Justification Form for InPipe Energy Inc.

Background:
The District operates numerous pressure reducing valves throughout the distribution system. These pressure reducing valves can be bypassed by a hydroelectric energy recovery system that will provide the same function of the pressure reducing valve while generating clean hydroelectric energy.

The District and InPipe Energy have jointly pursued funding for installing one of these units at the East Division Tank Site, with an estimated total project cost of $400,000. The District will contribute $100,000 to the project, $24,000 in grants has been obtained from Puget Sound Energy, and an additional $200,000 in grant funds was received from the Centralia Coal Transition Fund with TransAlta.

The TransAlta Grant stipulates the use of InPipe Energy’s proprietary system. Without this funding the project would not be viable. Therefore, a request to authorize InPipe Energy as a sole provider of this equipment is required.

The balance of $76,000 is being funded by InPipe Energy. If more third-party funding is secured, other than Puget Sound Energy funding, the District contribution will be reduced by up to $50,000. Anything over $50,000 of the third-party grant will reduce the sponsorship of InPipe Energy.

The installation of micro hydro units to create clean energy aligns with the Washington State Clean Energy policy for utilities to obtain 100% of electricity from carbon-free sources by 2045, and the Skagit County climate Change and Sustainability Initiative which includes increase deployment of renewable energy in public facilities and encourage demonstration programs. It also aligns with the District’s Core value of environmental stewardship and goal to strengthen the use of technology to create efficiencies.
**Fiscal Impact**
The District $100,000 obligation to fund this project will come from the 2021 Capital Budget Line Item MX13-3 Micro Hydro @ Division Street booster pump station. The budget will need to be amended in the future from the current $50,000 that was originally approved. The use of these funds is consistent with their intended purpose.

Attachments:  Agreement  
Sole Source Justification Form
AGREEMENT
Project #3796

THIS CONTRACT is made and entered into by and between the PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY (District/Owner) and INPIPE ENERGY INCORPORATED (Vendor) whose names are subscribed hereto.

WITNESSETH:

WHEREAS the Owner has caused the preparation of certain reports and evaluations of potential Hydroelectric Power Generation Sites within the Public Utility District Distributions System; and,

WHEREAS the Owner has received and analyzed said proposals and has duly given notice of support of Proposal to the Vendor herein set forth; and,

WHEREAS the overall project cost is estimated to be four hundred thousand dollars ($400,000); and,

WHEREAS the Owner has received grants and funding agreements from third parties stipulating the use of the Vendor’s proprietary product;

WHEREAS the Vendor is sponsoring a portion of the project at their own risk in anticipation of future grant funding which would be transferable to the Vendor if awarded to owner;

NOW, THEREFORE, it is hereby agreed that:

1. The Vendor shall furnish the work, pay all costs, and perform all requirements for the installation of a functioning hydroelectric energy recovery system installed at the East Division Tank Site;

2. The Product and project are described in the Scope of Work, Exhibit A,

3. The Owner shall pay to the Vendor the following amounts: the TransAlta Grant which the PUD received for this project totaling $200,000, the Puget Sound Grant for this project totaling $24,000 and PUD funds not to exceed $100,000. Based upon prices set forth in the Vendor’s Preliminary Reports and Estimates the estimated total project cost is $400,000 of which the Vendor is sponsoring $76,000 resulting in a Total Contract Amount of Three Hundred and Twenty-Four Thousand, ($324,000.00), and;

4. The PUD and InPipe are pursuing additional funds for the project. If funds are secured, the distribution of those funds will be addressed in an amendment to this contract to change the contract amount allowing the Vendor to reduce its sponsorship.

5. The PUD agrees that it will meet the fee schedule outlined in Exhibit B. Vendor will bill PUD in 4 equal monthly increments commencing with contract signing.

6. In Washington State the Owner is required to pay state or local sales or use taxes included in the Total Contract Amount and the Vendor is required to receive the said taxes for payment to the state, the amount payable to the Vendor by the Owner shall be the Total Contract Amount as above specified including the amount of the said taxes, and;
7. The attached Indemnification Agreement is hereby made part of this agreement.

8. Either party hereto may terminate this agreement upon thirty (30) days written notice either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party’s last known address for the purposes of giving notice under this paragraph.

   a. In the event of termination for the Vendor’s sole and exclusive remedy shall be a claim for the sum designated for work completed in accordance with the scope of work attached hereto as Exhibit A and accepted by the PUD (not to be unreasonably, withheld, conditioned or delayed) and related closeout costs, such as terminating contracts with Subcontractors, less previous amounts paid and offset for any claim or claims which the Owner has against Vendor.

9. The PUD shall provide access to all performance and operational data related to this Project.

IN WITNESS WHEREOF, two (2) identical counterparts of this Contract, each of which shall for all purposes be deemed an original hereof, have been duly executed by the parties hereto.

INPIPE ENERGY INCORPORATED                        PUBLIC UTILITY DISTRICT NO. 1

By ________________________________                  By ________________________________
Title ________________________________
Date ________________________________                  Date ________________________________

George Sidhu, P.E., General Manager
INDEMNIFICATION AGREEMENT

The Vendor agrees to defend, indemnify, and hold the District harmless from any and all claims, demands, losses, and liabilities to or by third parties arising from, resulting from, or connected with work performed or to be performed under this Contract by the Vendor, its agents, employees, and subcontractors, even though such claims may prove to be false, groundless or fraudulent, to the fullest extent permitted by law and subject to the limitations provided below.

The Vendor's duty to indemnify the District shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the District or the District's agents or employees. The Vendor's duty to indemnify the District for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of Vendor, its agents, employees, or subcontractors and/or the District or the District's agents or employees, shall apply only to the extent of negligence of Vendor, its agents, employees, or subcontractors.

With respect to claims against Vendor by the District pursuant to this Contract only, Vendor expressly waives any immunity that may be granted it under the Workers' Compensation, Industrial Insurance or like statutes and/or any administrative regulations issued pursuant thereto. This waiver does not include or extend to any claims by Vendor's employees directly against Vendor.

Further, Vendor's defense and indemnification obligations under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under Workers' Compensation, Industrial Insurance or like statutes and/or any administrative regulations issued pursuant thereto.

Vendor's duty to indemnify the District for liabilities or losses, other than for bodily injury to persons or damage to property caused by or resulting from negligence, shall apply only to the extent of the fault of Vendor, its agents, employees, or subcontractors, except in situations where fault is not a requirement for liability, in which case indemnity will be provided to the extent the liability or loss was caused by Vendor or its agents, employees, or subcontractors.

Vendor's duty to defend, indemnify and hold the District harmless shall include, as to all claims, demands, losses and liabilities to which it applies, the District's actual attorneys' fees and costs incurred in connection with defending such claim(s) including, without limitation, Vendor and expert witness fees and expenses and personnel-related costs in addition to costs otherwise recoverable by statute or court rule.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS AGREEMENT WAS MUTUALLY NEGOTIATED.

INPIPE ENERGY INCORPORATED
PUBLIC UTILITY DISTRICT NO. 1
OF SKAGIT COUNTY

By: George Sidhu, P.E., General Manager
Name, Title
By: 

Dated: __________________________ Dated: __________________________

The Vendor shall cause each of its sub-vendors (and suppliers to the extent any perform any work on the Project site) to execute an Indemnification Contract substantially in the form of the foregoing by which each such entity or person assumes to the District all obligations Vendor assumes to the District as set forth above.
Certificate of Owner’s Attorney

I, the undersigned, Peter Gilbert, the duly authorized and acting legal representative of Public Utility District No. 1 of Skagit County, do hereby certify as follows:

I have examined the attached contract(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

________________________________________________________________________________________

Peter Gilbert, Attorney

Date: __________________________
Overview

InPipe Energy will install the In-PRV at the Division Street Pump Station. The In-PRV combines proprietary automated software controls with off the shelf hardware components (pipes, valves, micro turbine generator, software and sensors) that work in tandem with the existing PRV to accurately manage pressure in the water pipeline and convert excess pressure into hydroelectricity.

The In-PRV is designed to comply with all utility parallel interconnection rules including power outage protection and auto shut off.

The In-PRV is controlled by a programmable logic controller. The provided control system is self-contained including all controllers, relays, ancillary power factor correction capacitors (PFCCs) and a power line coupler (PLC) system. The system will be remotely monitored by InPipe Energy.

To design, deliver and install the In-PRV, we propose InPipe Energy do the following tasks:

Task 1 – Project Management

- Overall Project Management – Provide project management for design, installation and associated tasks for the In-PRV.
- Project Communication and Tracking with The PUD – Provide coordination and communication to ensure the project team is meeting scope, schedule and cost through formal review phases and scheduled team meetings to maintain close communication and address overall project issues.
- Construction Management – During this project, InPipe Energy intends to retain, Emery & Sons Construction Group (“Emery”) to act as the GC. Other Subcontractors will be retained to carry out the work outlined in this Agreement and will adhere to the purpose and intent of the contract, design and expectations of the PUD. GC and Subcontractors will follow local and state safety, permitting and code requirements.
- PUD Observation – Coordinate with the PUD’s designated construction observer for all phases of construction and installation.
- Testing and Commissioning – Develop and coordinate a commissioning plan, perform complete electrical testing, safety and protection, and perform equipment verification testing.

Task 2 – Design Development

InPipe Energy with input from the PUD will be responsible for design of its product and site drawings as follows:

- Documentation - set of mechanical and electrical drawings.
- Equipment Specifications and Procurement – procure, assemble and deliver the In-PRV
Electrical Design

- Overall Site Plan
- Cable list and Interconnection Plan
- One line Diagram
- Remote monitoring

Mechanical Design

- Inlet Piping Plan
- Discharge Piping Plan
- Enclosure

Task 3 – Project Permitting

- **FERC** – The PUD and InPipe completed the FERC Conduit Exemption paperwork.
- **Water Rights** – The PUD will be responsible for any State regulatory requirements
- **Permits** – The PUD will apply for and submit documentation to receive any other permits necessary for the successful completion of the project.
- **PSE Interconnection** – InPipe Energy with input from the PUD will apply for and submit documentation to receive an interconnection agreement with PSE.
- **Grants** – InPipe and the PUD will work together to identify grants and incentives for this project. Once an opportunity is identified, the PUD may ask InPipe to pursue the opportunity.
- **Public Hearings** – The PUD will coordinate the public hearings (as necessary).

Work Plan Assumptions

- The PUD will provide review comments to memorandums and design deliverable plans and specifications within 5 working days.
- InPipe warrants the project to be free from defects in material and workmanship for a period of one (1) year from the date of project completion provided that such product was both: (1) under normal use and service and used for the purposes and under the conditions for which such product is intended; and (2) installed and maintained according to InPipe’s instructions, American Water Works Association publications M17, C502, and C600, and applicable local codes.
- InPipe will provide required product manuals provided by equipment suppliers for operation and maintenance
- InPipe will provide operating manuals and on-site training for PUD staff.
- InPipe and the PUD will jointly create data I/O requirements for SCADA, remote access and security. InPipe will provide terminated conduit to The PUD’s existing telemetry cabinet. The PUD will be responsible for telemetry cabinet connections.
- InPipe will have full access to site performance data and site entry. The PUD and InPipe will jointly establish a communications protocol.
- InPipe will make periodic visits to the site during the warranty period to monitor contract deficiencies in workmanship, materials or equipment and prepare correspondence informing the Contractor(s) of such deficiencies. Provide periodic onsite observation during correction of the deficiencies.
• InPipe may authorize minor variations in the work which do not involve an adjustment in the contract price nor time for construction and which are not inconsistent with the intent of the contract documents.

• InPipe has not made any allowances for handling any hazardous materials of any kind. PUD shall provide environmental clearance to the site prior to the start of work.

• In the event that any existing or pre-existing damage is discovered within or around the site, InPipe will only be responsible for repairing any areas that were damaged or disturbed by the work being performed by InPipe and its subcontractors.

• InPipe will be responsible for the PSE interconnection equipment and installation up to the PUD owned equipment.

• Other than agreed upon disruption window of the existing conduit, all work will be performed in standard 40 hour work weeks.

• InPipe will provide all equipment (lifts, grading, cranes) for installation and construction. InPipe will also provide appropriate security fencing during construction. The PUD will be responsible for any providing and installing any required security equipment for ongoing operations.

• The PUD will provide access routes to the site.
EXHIBIT B
FEE SCHEDULE

Engineering and development support $65,000
In-PRV $185,000
Construction, installation and interconnection $150,000

Total $400,000
Vendor Name: InPipe Energy
Address: 220 Northwest 8th Avenue
City, State, Zip: Portland, OR 97209
Phone Number: 1-503-341-0004
Contact Person: Gregg Semler, President and CEO

1. **Description of Item** (be specific including part number, quantity, quality, type desired, proposed delivery date and any other significant terms of the purchase).

   The District operates numerous pressure reducing valves throughout the distribution system. These pressure reducing valves can be bypassed by a micro hydro unit that will provide the same function of the pressure reducing valve while generating clean hydroelectric energy.

   The Skagit PUD and InPipe Energy have pursued funding for installing a unit at the East Division Tank Site and have secured funding from Puget Sound Power and from the Centralia Coal Transition Fund with TransAlta. The TransAlta Grant stipulates the use of InPipe Energy’s proprietary system.

2. **This vendor is a sole source because:**

   - sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
   - sole provider of goods and services for which the District has established a standard (i.e., brand or manufacturer)
   - sole provider of factory-authorized warranty service
   - sole provider of goods or service that will meet the specialized needs of the District or perform an intended function
   - sole provider of a licensed or patented good or service
   - **other** (provide explanation)

   The vendor has been stipulated for use in a grant. The grant is necessary to fully fund the project.
3. What necessary features does this vendor provide which are not available from other vendors? (be specific)

The PUD has secured a $200,000 grant funding from the Centralia Coal Transition Fund with TransAlta. The Grant stipulates the use of InPipe Energy’s proprietary system.

4. What steps were taken to verify that these features are not available elsewhere? (list names and phone numbers of other vendors and explain why they were not suitable)

InPipe is the only company that we could find that provides the infrastructure technology, system design and assist in funding acquisition for projects. InPipe’s specialty is pursuing funding for micro hydro renewable energy projects.

The only other system that appeared to operate within a potable water system was Hydro-Coil (Dr. J.B. Rosefsky phone # 1-610-745-1990 out of Pennsylvanian) Per a conversation with Dr. Rosefsky, Hydro-Coil typically operates on the east coast and does not supply support for electrical design for the entire system.

Statement of Requestor

My department’s recommendation for sole source is based upon an objective review of the goods/services being required and appears to be in the best interest of the District. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when other suppliers are known to exist.

Signature of Requestor  January 6, 2021
Finance Manager

General Manager Approval

☐ Approved  ☐ Denied

George Sidhu, General Manager
January 12, 2021

TO: George Sidhu, P.E., General Manager
FROM: Mark Handzlik, P.E., Engineering Manager

SUBJECT: Water System Plan One Year Limited Update

Requested Action:
Review and provide comment on the Draft 2020 Limited Water System Plan Update and Cover Letter, which will be provided separately, for approval at the January 26, 2021 regular meeting of the Commission.

Background:
The District’s current Water System Plan (WSP) expired in September of 2020. Since the spring of 2020, District staff have been engaged in efforts to obtain a four-year limited WSP update. The draft four-year limited updated was submitted in September for review and preliminary approval by the Department of Health (DOH).

Driven by a concern from outside agencies over the District’s desire to clarify water system retail and future retail service areas, a smooth and timely path to approval does not appear possible and puts potential funding from the Drinking Water State Revolving Fund (DWSRF) in jeopardy.

As an alternative, staff are proposing to request approval of a limited one-year WSP update from DOH. This update retains the service areas as they are, and as they are understood to exist under the 2013 WSP. It does however update two material items. The first is an update to the Capital Improvement Plan (CIP) to be consistent with that CIP proposed and approved through the 2021 budget process, and the second is a water rate update consistent with the 2019 five-year rate plan, and adoption of the new 2021 water rates. All other aspects of the 2013 plan will remain in effect.

This approach is supported by the DOH office of Drinking Water and has two benefits: It preserves the District’s eligibility for receiving DWSRF low interest loans, and it provides time to resolve concerns regarding service areas.

The update is presented in, and consists of two documents: the 2020 limited WSP update that was submitted in August of 2020, and revisions to that plan contained in the cover letter written to DOH. Staff will be seeking approval, subject to Commissioner comments, at the January 26, 2021 regular meeting of the Commission. The updated will then be sent to the DOH for their approval.

Fiscal Impact:
None.
January 7, 2021

TO: George Sidhu, P.E., General Manager

FROM: Kathy White, Human Resources Manager

SUBJECT: New Policy #1030 Ensuring Continuity of Operations
Revised AP&P #2010 Suspended Operations
New AP&P #2046 Telecommuting and Remote Work
New AP&P #2047 Fitness for Duty
New AP&P #2048 District Pandemic Response
AP&P #2048 Addendum A COVID-19 Transmission Prevention Plan
AP&P #2048 Addendum B Supervisor Guide
AP&P #2048 Addendum C Self Screening and Expectations

Requested Action:
No action is requested at this time, materials are being provided for discussion purposes only.

Background:
When the pandemic hit in early Spring 2020, it became clear that the District was not as prepared as it could have been in overall continuity of operations. However, staff worked quickly, and everyone went above and beyond to ensure our operations went forward without any major interruptions and we made it through the year remarkably well, because we adjusted our operations as needed to get through fast-changing times.

Everything that was learned last year was helpful in showing where we could use improvement and more organization, so we have worked to develop a policy and accompanying administrative practices to more effectively address these issues. We anticipate more being added in the future under the “umbrella” of Continuity of Operations, such as IT practices, communications, and other areas. For now, the following is presented for your review:

1) New Policy #1023 Ensuring Continuity of Operations. This policy is meant to provide a framework for how the District will continue to provide essential services when the unexpected happens, and the many different forms that can take (staffing, communications, closures, safety, and other areas). We consider this an “umbrella” under which Administrative Practices and Procedures can be developed to address many of the specific areas in more detail.

2) Revised AP&P #2010 Suspended Operations. This AP&P was last updated in 2008, and some clarifying language was necessary, specifically in the areas of how work groups will be identified and how the notification process will work, employee responsibilities regarding keeping their information current, and a few other administrative areas. Both the revised draft version, and a marked-up version showing the tracked changes are included.
3) **New AP&P #2046 Telecommuting and Remote Work.** This new AP&P is intended to provide clarity and framework around the issue of telecommuting. It clarifies the District’s position, eligibility, conditions, provisions, and when and how it can be used when it doesn’t fall under an emergency like a pandemic. It also includes an updated form which will replace the current one the District has been using since March.

4) **New AP&P #2047 Fitness for Duty.** Our current *Code of Conduct* policy, while very comprehensive, only includes a general reference to employees being fit for duty. This expands on that means specifically, and what each employee’s individual responsibilities are. It outlines symptoms that indicate when they should not be at work, and includes responsibilities for supervisors, which helps them to have guidance when dealing with employees.

5) **New AP&P #2048 District Pandemic Response (and accompanying Addendums as outlined in A-C below).** Although after this year we hope to never have to deal with another pandemic, we are still dealing with the COVID-19 situation and will be throughout 2021. This formalizes our processes and provides guidance, and although it is written primarily for a pandemic situation, it also covers other large-scale health issues. It includes the measures the District can take, and is further detailed by the following three addendums:

   A. **Addendum A COVID-19 Transmission Prevention Plan.** Although the District has a Prevention Plan currently in place that has been revised as things have changed, this includes the most recent updates, and it makes sense to include this with the new AP&P that deals specifically with this issue.

   B. **Addendum B Scenario Guide for Supervisors.** This gives supervisors specific scenarios and how each should be handled, which helps to provide clarity for them for the different challenges they face.

   C. **Addendum C Acknowledgement of Daily COVID-19 Self-Screening & Workplace Expectations.** The District is currently using the self-screening process to meet the current WA Department of Labor & Industries requirement for screening and will continue to do so. This is an updated version of the form and further clarifies the workplace expectations, which places ownership on employees to meet current recommended health guidelines.

All this information has been presented to the Union for their review and they have not requested changes or to bargain over any specific topics. In addition, they have been vetted by management and leadership staff for input and review.

**Fiscal Impact:**
No additional financial impact to District operating expenses is anticipated by the new policy or AP&Ps.
Ensuring Continuity of Operations
Policy #1030

In accordance with the authority granted by Board Resolution No. 2160-09, a Policy for Ensuring Continuity of Operations, as described below, is hereby established for employees of Public Utility District No. 1 of Skagit County.

Purpose:
- To provide guidance that ensures continuity of operations during an emergency that may be detrimental to District operations, such as a pandemic, a natural disaster, severe weather, or similar large-scale event;
- To support community-wide measures to combat emergencies while providing essential services to our customers; and
- To support District employees to meet personal and family, as well as public service responsibilities.

Eligibility:
All employees are subject to this policy.

Definitions:
*Essential Services* – Typically, this is defined as a range of operations and services that are essential to continue critical infrastructure operations, which includes governance, law enforcement, fire and life safety, emergency dispatch, potable water and sewer systems, transportation, healthcare, utilities, food and fuel supplies, as well as the work necessary to support the continuation of these services during an emergency.

Fundamentals of District Policy:
1. Community Goals: The District supports community goals for managing emergencies, which include, but are not limited to:
   - Maintaining continuity of essential services
   - Minimizing social disruption
   - Reducing economic losses
2. Continuity of Operations: The District plans for continuity of operations and essential services, the preservation of vital records and the basic administrative services needed to maintain these. The District takes the appropriate steps as practical and appropriate for the situation.
3. Declaration of Emergency: As appropriate, the General Manager and/or Board of Commissioners will declare an emergency based on applicable laws, regulations, ordinances, or District policies.
4. Succession Plans and Delegation of Authority: The District establishes orders of succession and delegation of authority in order to ensure continuity of operations, based on applicable laws, regulations, ordinances, or District policies.

5. Redeployment of Personnel: The District may plan for redeployment of personnel as necessary to maintain operational effectiveness. The District recognizes that the impact of an emergency may affect District operations in a variety of ways, and to ensure effective operations, the District may plan for and redeploy personnel to carry out critical functions and priority support functions as needed. Department managers may develop and/or take advantage of cross-trained personnel from other departments to maximize assignment flexibility when faced with multiple absences. These need not be an employee whose current position requires carrying out the function, but an employee who could reasonably be expected to handle the function at a proficient or safe level because of experience, training, and/or certifications.

6. Protection of Employees and the Community: The District takes the protection of employees and the community seriously, and in taking measures to ensure continuity of operations, the District also helps protect the health, safety and welfare of the community. The District supports all safety measures that are prudent and reasonable, depending on the type of incident or emergency. This may include, but is not limited to:

- Protective Supplies and PPE - Providing protective supplies such as PPE, face coverings, and other as deemed necessary for employees to safely conduct District business. The District may require their use as it deems necessary and in accordance with recommendations from local, state and federal health agencies.

- Alternative Processes - Providing and encouraging alternative processes to conduct formal District business and maintain continuity of operations. This may include video or conference calls for Commission meetings and all other types of District meetings instead of in-person meetings, as well as other types of alternatives as deemed necessary.

- Keeping Sick Employees Home - Requiring employees to take leave to protect other personnel and citizens. For more information on the District’s responsibility to employees and assessing employee fitness for work, see District Administrative Practice and Procedure #2047 Fitness for Duty.

- Remote Work/Telecommuting Options – Department managers will identify which employees may effectively work remotely and will implement as authorized by the General Manager. For more information on telecommuting, see District Administrative Practice & Procedure #2046 Telecommuting & Remote Work.

- Closure of Public Areas – As authorized and deemed necessary under local, state or federal guidelines, the General Manager may close District facilities or public meeting areas in order to protect the safety and health of employees and the public.

7. Staffing Levels: The District maintains minimum staffing levels and will track and monitor staff availability during an emergency. The District may, when necessary, cancel discretionary personal leave requests to ensure adequate coverage.
8. Personnel Scheduling and Deployment: The District may exercise flexible deployment of personnel, including flexible scheduling to maintain operations when necessary. This may include reducing or lengthening hours of operation, and/or providing a variety of alternative work shifts and work schedules as necessary to ensure effective operations.

9. Suspension of Operations: If it is determined to be necessary, the District may opt to suspend some or all District operations or declare a temporary closure of any or all facilities of the District. For more information on suspended operations, see District Administrative Practice & Procedure #2010 Suspended Operations.

10. Training: The District provides training to employees in many areas, including but not limited to:
   - Nature of specific hazards and appropriate response as deemed appropriate;
   - Personal protective measures at home and at work;
   - District policies and procedures;
   - Essential preparedness measures; and
   - Other training as deemed necessary by the District.

11. Family Support: The District understands that employees may experience significant hardships when emergencies occur due to potential school closures, and various family needs. Because of the extraordinary situation such an emergency may present, the District may exercise discretion in its management of pay, leave and benefits such as:
   - Expanded availability of leave;
   - Assistance with an increased need for medical insurance coordination or claims resolution;
   - Assistance in coping with loss and grief (primarily through the Employee Assistance Program);
   - Assistance with fatigue from prolonged work assignments and family care responsibilities (to the extent it can with operational constraints); and
   - Other family protection and support needs as deemed necessary and appropriate.

12. Effective Communications: The District understands the need to provide timely, coordinated and accurate dissemination of information regarding District operations and the status of emergencies to our employees and to the public. For that reason, it will utilize all available means of effective communication. This communication may include, but is not limited to:
   - Situational updates and briefings for staff as necessary via email;
   - Emergency notification via text message using Code Red;
   - Media outlets as available; and
   - Other as appropriate for the situation.

13. Return to Normal Operations: The District will plan appropriately for the orderly return to normal operations after a disruption, which will require careful assessment, organization and planning. Because of the likely significant impact of an emergency on the community, the District will develop methodical, structured and coordinated recovery activities including, but not limited to:
   - Determining the timing and manner of formal notice of the end of the emergency and information on a return to normal operations;
   - Evaluating short- and long-term impacts to the District, which includes financial resources and staff losses;
• Adjusting services as necessary due to staff and revenue losses;
• Planning for handling potential backlogs of normal business operations that needed to be set aside due to the emergency; and
• Evaluating the District’s handling of the emergency, lessons learned, and planning effectively for the future.

District policies and operations may rapidly change in the event of an emergency to ensure continuity of operations. In the event of a declared emergency, all District operations may be adjusted at the direction of the Board of Commissioners and the General Manager as allowed by applicable laws, regulations, ordinances, or District policies.

NOTE: Additional information on the District’s emergency response planning process may be found in the Emergency Response Plan ("ERP").

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Suspended Operations
Administrative Practice & Procedure #2010

**Purpose**
To establish guidelines about notifications, communication and compensation during times of suspended operations.

**Definitions**
*Suspended Operations* – A temporary closure of some or all District operations or facilities as deemed to be necessary due to operational needs.

**District Position**
In an emergency situation that adversely affects District operations, the General Manager may declare a need for a suspension of some or all District operations or facilities. Emergency situations which might cause such a decision include, but are not limited to: A pandemic, severe weather conditions, a natural disaster, fire or a related hazard, a severe mechanical or equipment failure, or other as determined by the District.

The District intends to make these decisions by workgroups to ensure communications are clear, and to limit confusion. Managers and supervisors will be tasked with notifying their groups with information based on guidance they receive from the General Manager. Employees should encourage clear communication by waiting for their supervisor or manager to contact them with information to avoid numerous phone calls and requests for information. In general, work groups will be identified and separated as follows:

- Administration
- Customer Service
- Distribution
- Engineering
- Finance
- Information Technology
- Maintenance
- Meters
- Operations
- Water Quality
- WTP

Some work groups will typically work even during suspended operations, depending upon the type of emergency, due to the need to provide essential services to the public. For additional information on which work groups will typically work, and further details on District emergency response, see the District’s Emergency Response Plan (“ERP”).

**Closure Notifications**
Any decision to suspend operations will be declared by the General Manager or his/her designee. Managers and supervisors are responsible for subsequently notifying persons within their work groups appropriately. If operations are suspended, the District will make a reasonable attempt to
effectively notify employees before the start of normal working hours, or as soon thereafter as possible.

As a general practice, the District will limit any suspended operations or closures to those most directly affected by the emergency to minimize disruption to our customers and the community. Managers/supervisors will identify employees within their work groups that are responsible for providing essential services during each closure or suspension as necessary.

In addition, closure notifications will be placed on the District’s website, other media or communications as necessary, and a closure message will be placed on the District’s main telephone number.

**Employee Responsibilities**

Every employee is required to provide current contact information to his/her supervisor and to Human Resources, including a valid telephone number (both home and mobile if appropriate), and a home e-mail address if possible. When any of this information changes, the employee is required to keep the District notified in a timely manner. This ensures that when an emergency occurs, the employee can receive timely communications.

If an employee’s work group is scheduled for operation, but they are unable to work, they must contact their supervisor and provide notification of their inability to work as soon as possible. All department managers and supervisors are required to plan appropriately and to have a back-up staffing plan for times when their work group is scheduled to operate, but full staffing is not possible for reasons such as illness, requested time off, and other reasons.

**Compensation During Suspended Operations**

If operations are all or partially suspended, the following guidelines will apply as appropriate:

A. All employees who are scheduled but not required to work during the disruption will have no loss in pay (Example: If a closure occurs on a normal business day and a member of Customer Service was scheduled to work, but due to suspended operations is told not to come to work, that individual will be paid for the day. However, if that individual was scheduled for PL for the day in question, they would not be paid for the day because they were not scheduled to work). This applies to suspended operations or closures lasting four (4) consecutive days or less.

B. Represented employees required by their supervisor to work during the closure will be paid in accordance with the most current Collective Bargaining Agreement.

C. Exempt and non-exempt, non-represented employees required by their supervisor to work during the closure will be paid in accordance with the Fair Labor Standards Act (FLSA) and current District policies and practices.

D. Employees who cannot report to work (due to inclement weather, road closures, emergencies, etc.) when District facilities are open may utilize Personal Leave or other types of paid leave available per established District policies. Employees are encouraged not to put themselves in danger by attempting to come to work when conditions are unsafe.

E. Compensation for closures lasting five (5) consecutive workdays or more will be addressed by the General Manager at the time of the closure.
In the case of a work group suspension, some employees may be allowed to telecommute depending upon their position and the impact on District operations. This decision will be made by the Department Manager and the General Manager or his/her designee. For additional information on telecommuting, see District AP&P #2046 _Telecommuting and Remote Work_.

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Suspended Operations
Administrative Practice & Procedure #2010

Purpose:
This Administrative Practice & Procedure addresses paid-To establish guidelines about notifications, communication and unpaid leave compensation during periods of suspended operations which may include inclement weather or facility shutdown.

Administrative Practice & Procedure:
In the event

**Definitions**

*Suspended Operations* – A temporary closure of some or all District operations or facilities as deemed to be necessary due to operational needs.

**District Position**

In an emergency situation District operations, the General Manager may declare a temporary closure need for a suspension of any some or all District operations or facilities of the District. Emergency situations which might affect such a closure decision include, but are not limited to: A pandemic, severe weather conditions, a natural disaster, fire or a related hazard, and a severe mechanical or equipment failure, or other as determined by the District.

Employees have the responsibility to contact their supervisor and provide notification of their inability to report to work on days when the District is open for business. All departments are encouraged to have a back-up staffing plan for those times when the District is open, but full staffing is not possible.

The District intends to make these decisions by workgroups to ensure communications are clear, and to limit confusion. Managers and supervisors will be tasked with notifying their groups with information based on guidance they receive from the General Manager. Employees should encourage clear communication by waiting for their supervisor or manager to contact them with information to avoid numerous phone calls and requests for information. In general, work groups will be identified and separated as follows:

- Administration
- Customer Service
- Distribution
- Engineering
- Finance
- Information Technology
- Maintenance
- Meters
- Operations
- Water Quality
- WTP

Some work groups will typically work even during suspended operations, depending upon the type of emergency, due to the need to provide essential services to the public. For additional
information on which work groups will typically work, and further details on District emergency response, see the District’s Emergency Response Plan (“ERP”).

Closure Notification: Notifications
Any closure decision to suspend operations will be declared by the General Manager or his/her designee. Managers and supervisors are responsible for subsequent notification to all subsequently notifying persons within their departments. It is the responsibility of each employee to provide current contact information to his/her supervisor, including a valid telephone number, and when possible a home e-mail address. If and when work groups appropriately. If operations are suspended, the District will make a reasonable attempt to effectively notify employees before the start of normal working hours, or as soon thereafter as possible.

As a general practice, the District will limit any closure to those suspended operations or closures to those most directly affected by the emergency so as to minimize disruption to our customer/owners-customers and the community. Managers/supervisors will identify those employees within their departments/work groups that are responsible for providing essential services during each closure or suspension as necessary.

In addition, closure notification will be placed on the District’s website, other media or communications as necessary, and a closure message will be placed on the District’s main phone number.

Employee Responsibilities
Every employee is required to provide current contact information to his/her supervisor and to Human Resources, including a valid telephone number (360-424-7104), both home and mobile if appropriate, and a home e-mail address if possible. When any of this information changes, the employee is required to keep the District notified in a timely manner. This ensures that when an emergency occurs, the employee can receive timely communications.

If an employee’s work group is scheduled for operation, but they are unable to work, they must contact their supervisor and provide notification of their inability to work as soon as possible. All department managers and supervisors are required to plan appropriately and to have a back-up staffing plan for times when their work group is scheduled to operate, but full staffing is not possible for reasons such as illness, requested time off, and other reasons.

Compensation Policies: During Suspended Operations
A. Employees scheduled and not required to work during the disruption will have no loss in pay. Union employees who areIf operations are all or partially suspended, the following guidelines will apply as appropriate:
A. All employees who are scheduled but not required to work during the disruption will have no loss in pay (Example: If a closure occurs on a normal business day and a member of Customer Service was scheduled to work, but due to suspended operations is told not to come to work, that individual will be paid for the day. However, if that individual was scheduled for PL for the day in question, they would not be paid for the day because they were not scheduled to work). This applies to suspended operations or closures lasting four (4) consecutive days or less.

B. **Represented employees** required by their supervisor to work during the closure will be paid in accordance with the most current Collective Bargaining Agreement.

C. Exempt and non-exempt, non-union **represented** employees who are required by their supervisor to work during the closure will be paid in accordance with the Fair Labor Standards Act (FLSA), and current District policies and practices.

D. Employees who are unable to report to work (e.g., due to inclement weather, road closures, emergencies, etc.) when District facilities are open may utilize Personal Leave or other types of paid leave without pay available per established District policies. Employees are encouraged not to put themselves in danger by attempting to come to work when conditions are unsafe.

E. Compensation for closures lasting five (5) consecutive work days or more will be addressed by the General Manager at the time of the closure.

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In the case of a work group suspension, some employees may be allowed to telecommute depending upon their position and the impact on District operations. This decision will be made by the Department Manager and the General Manager or his/her designee. For additional information on telecommuting, see District AP&P #2046 *Telecommuting and Remote Work.*

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Purpose
To establish guidelines that allow, where appropriate, the use of remote work (“telecommuting”) in order to:

- Allow employees to perform their duties when they either cannot make it to their workplace or are instructed not to come to work in the event of an emergency, severe weather or a natural disaster;
- Provide for social distancing or to isolate ill employees, particularly in the case of a pandemic or similar type of event; and
- Improve productivity among employees when normal working arrangements are not feasible or advisable.

NOTE: For additional information on suspended operations during an emergency, see District AP&P #2010 Suspended Operations.

Definitions
Telecommuting – Temporary alternative work arrangement in which part of, or all weekly scheduled work is performed either from home or another worksite.

Regular Worksite – The District worksite (such as the campus) where the employee would normally be required to work if they did not telecommute.

Background
Severe weather and other unforeseen circumstances have required the District to either close facilities or revise operations in the past. For example, with the 2020 COVID-19 pandemic, it was necessary for the District to provide a means of social distancing for employees quickly, and to comply with state proclamations and health authority guidelines to keep employees safe and healthy. Telecommuting options were developed rapidly for those employees who could feasibly perform their duties from home. The District proactively provided alternative working arrangements and staggered schedules to staff, in addition to full-time remote options to high-risk employees as a health and safety precaution.

It is prudent to provide some additional parameters for telecommuting to remain flexible in times of unforeseen circumstances like the example above, which will provide guidance for when telecommuting may be appropriate, how it may be utilized, who will qualify, and the required conditions.

District Position on Telecommuting
The District recognizes that in of severe weather, a natural disaster, a pandemic or other unforeseen emergent situation, offering telecommuting options may be beneficial to many employees and to the District. It provides social distancing when office space is at a premium, allows staff to continue their work when it is prudent to not travel outside of their home, and offers more flexibility to employees at
a time when family challenges make it difficult to work all hours at their regular worksite, such as when social and governmental operations are shut down. For these reasons, the District has opted to provide telecommuting options for eligible employees, where appropriate, as an alternative working arrangement.

NOTE: Telecommuting is neither a benefit nor an entitlement and in no way changes the terms and conditions of employment. No employee is guaranteed or entitled to the opportunity to telecommute.

Conditions of Telecommuting

Eligibility:
Telecommuting is not appropriate for all employees and/or all bodies of work. In order to effectively be able to telework, an employee’s work must be of a nature that face-to-face interaction with internal or external customers or project workgroups is not necessary, and the employee’s tasks can be performed successfully away from the regular worksite. Some restrictions that would preclude an employee from being eligible for a telecommute assignment, other than the nature of an employee’s work, may include, but are not limited to:

✓ Technological restrictions (lack of available equipment)
✓ Operational changes, such as a decision to suspend all or a portion of District operations
✓ If the employee is currently under any disciplinary action
✓ Other (as determined by the District)

The District determines, solely in its discretion, eligibility and acceptable parameters for telecommuting and observes all applicable workplace laws, regulations and policies. In order to be eligible for a telecommuting assignment, the following must apply:

✓ The need for specialized material or equipment to telecommute must be minimal;
✓ Employees must already have a safe and ergonomic home office (or worksite) and the primary materials and equipment needed at their home or worksite to telecommute;
✓ Characteristics of the employee must include a demonstrated conscientiousness about work time and productivity, self-motivation and the ability to work well alone, without direct and constant supervision;
✓ The employee must have demonstrated the ability to communicate effectively with supervisors, co-workers, support staff and outside entities;
✓ The employee must be able to operate the computer or other required equipment independently, to the degree that will be required to work from home effectively; and
✓ The employee must currently be performing at an overall satisfactory level or above in their position.
✓ Telecommuting will not be granted as a convenience or to be used while an employee is on vacation. When telecommuting, employees are expected to work constructively from home or a nearby worksite that allows them to be productive without distractions.

Workers Compensation/Injuries:
Worker’s Compensation will not apply to non-job-related injuries that occur in the home or worksite. The employee also remains responsible for injuries to third parties and/or members of the employee’s family on the employee’s premises.
If an employee suffers an illness or injury during telecommuting and is unable to work, they must inform their supervisor as soon as possible per normal established District practices. Employees shall participate in any District evaluation of telecommuting requested. They must allow a home office inspection conducted by the District if a job-related incident, accident or injury has occurred.

**Equipment:**
The District will provide the appropriate technical equipment (such as laptops, headsets, software, etc.) needed to perform telecommuting. If equipment fails or malfunctions or their internet or network access is limited or unavailable, employees must notify their supervisor immediately.

District-owned equipment may only be used for legitimate business purposes and only the employee may use District-owned equipment or software. Employees are responsible for protecting District-owned equipment from theft, damage and unauthorized use. If employees have questions about which items may be removed from the workplace, they should consult their supervisor or the IT Department.

After a telecommuting assignment ends, or if an employee leaves the District for any reason before this work period ends, any equipment, supplies, hardware or software furnished by the District must be returned promptly. All items must be returned before the employee receives their last paycheck from the District. If loss or damage to District-owned equipment is determined to be willful or dishonest, the District may withhold the cost of lost or damaged equipment as allowed under Washington State statutes.

Office furniture will not be supplied to employees who telecommute.

**Security:**
Employees must ensure the protection of the District’s confidential or proprietary information, including but not limited to: Customer information, financial records, employee records, protected medical information, and any other information as determined to be protected by the District.

**Timekeeping Requirements:**
Employees assume the responsibility to document their work hours properly using the appropriate timekeeping processes. All employees shall work with their manager or supervisor to create, monitor, and adjust their schedule as necessary to ensure productivity during telecommuting. Hours worked outside of their normal schedule require the advanced written approval of their supervisor (per current District policy). Meal and rest periods must be taken as required by state law, just as would be expected if they were at their regular worksite.

**Productivity Requirements:**
The employee agrees to complete all assigned work according to procedures mutually agreed upon by the employee and their supervisor. The employee will provide regular reports if required by the supervisor to help measure performance. A decline in performance may be grounds for canceling the telecommuting arrangement.

**General:**
Employees shall not conduct any unauthorized external (non-District) work during their telecommuting work schedule; nor shall they hold business meetings with internal or external clients, customers or colleagues at their residence.

Employees shall participate in any District-sponsored training as required by the District.
Telecommuting employees are subject to all the same District policies, practices, rules and expectations that would apply when they are at their regular worksite.

While telecommuting, employees must maintain professional telephone communications; they will ensure that telephone calls will be answered in a timely and courteous manner, just as in the regular worksite environment. In addition, employees will regularly check District voicemail for messages.

A telecommuting arrangement is not a basis for changing the basic terms, expectations and employment conditions, including but not limited to salary and benefits.

**Cancellation**
The District may cancel any telecommuting arrangement at any time at the District’s sole discretion and instead require the employee to report to work at their regular worksite.

**Telecommuting Options Specific to a Pandemic or Public Health Emergency**

During a public health emergency, additional flexibility may be afforded to employees due to the substantial challenges specific to this type of scenario, as follows:

**High-Risk Employees:**
Although all employees at the District are considered essential workers due to the service we provide, the District will make every effort to keep employees healthy and safe. Employees considered high risk due to age or an underlying medical condition (examples include chronic lung disease, moderate to severe asthma, a serious heart condition, are immunocompromised, diabetes, chronic kidney disease and undergoing dialyses, liver disease, or other as appropriate based on guidance from health authorities) may be given the option to continue to telecommute longer than employees who are not considered high risk.

As long as the District can still provide essential services without serious impactful operational constraints, we will offer this option during a pandemic and or similar events where some employees are at higher risk of health complications, subject to the eligibility requirements listed earlier.

**Special Circumstances:**
Employees with certain special circumstances may be given the option to telecommute. Some examples of special circumstances may include but are not limited to: Having a childcare issue with no reasonable backup alternatives; living with someone who falls into a high-risk category and going into work may compromise their health; other as appropriate.

**Sickness or Injury Provisions**

**Sickness:**
The District has opted to be very proactive when employees demonstrate obvious symptoms of a potentially communicable disease at work, such as cough or shortness of breath, chills or shaking, nausea or vomiting, fever, etc. If an employee is sent home due to illness or opts not to come to work in order to keep from potentially infecting other employees, the District may offer them the option to telecommute for a temporary period. The purpose is to keep illness out of the workplace and reduce the risk of infection for all staff.
This option may be offered under the following conditions:

- All other *Conditions of Telecommuting* (as listed elsewhere in this AP&P) must apply;
- It is considered a strategy that may be implemented to maintain continuity of operations;
- A sickness telecommuting assignment is temporary and should not be considered either as a benefit or an entitlement;
- Sickness telecommuting options may not be offered to all staff at the discretion of the District, and it may be cancelled at any time for any reason the District deems necessary;
- If the employee is offered a sickness telecommuting assignment and refuses it, their options are to use any other leave that is available to them under normal District policies and procedures;
- Sickness telecommuting must be approved by the Human Resources Manager and the General Manager (or his/her designee);  
- Sickness telecommuting will be approved for only one week at a time and will be approved for no more than two (2) weeks total in a 12-month period. Exceptions may only be granted at the discretion of the General Manager for specific circumstances on a case-by-case basis;
- During a sickness telecommuting assignment, the employee must be willing and able to perform all duties assigned, which may include training or duties that do not typically fall under their normal job description; and
- Any duties performed during a sickness telecommuting assignment do not create a precedent or past practice. They are only implemented to provide meaningful temporary telecommuting work and will not change the employee’s terms and conditions of employment.

**Injuries:**

Under some specific circumstances the District may grant temporary approval for an employee who has requested to telecommute due to an injury, such as a broken bone or surgery recuperation. Due to the many reasons why this may be requested, telecommuting is subject to approval on a case-by-case basis. It will only be approved when the employee can be productive on a telecommuting assignment. Typically, this will only be authorized when having the employee gone for a length of time would be detrimental to District operations, and their expertise is needed to maintain productivity in a specific area. These requests must be approved by the General Manager or his/her designee.

**How to Request a Telecommute Assignment**

See Addendum A: *Telecommuting Request and Agreement* attached to this AP&P.

**Who to Contact if Questions?**

If you have questions about this AP&P or any of the practices and procedures outlined above, you should contact your supervisor, department manager, or Human Resources.

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<th>Former Title/AP&amp;P #</th>
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<td>Effective Date:</td>
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<td>Revision Date:</td>
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</table>

| General Manager Signature: | Date: |
I REQUEST A TELECOMMUTING ASSIGNMENT FOR THE FOLLOWING REASON:

Public Health Emergency or Emergency-Related Request

_____ (a) I am considered high-risk because I am age 65 or older;

_____ (b) I am considered high-risk because I have an underlying medical condition (Examples: Chronic lung disease or moderate to severe asthma, a serious heart condition, immunocompromised, diabetes, a chronic kidney disease and undergoing dialysis, liver disease, reside in a nursing home or long-term care facility, or other). Please describe below:

________________________________________________________________________

________________________________________________________________________

_____ (c) I would like to be considered due to a special circumstance (Examples: Having a child care issue with no reasonable backup alternatives, or living with someone who falls into a high-risk category and going into work may compromise their health, or other). Please describe below:

________________________________________________________________________

________________________________________________________________________

Illness or Injury Related Request

_____ (d) I have been advised by my manager/supervisor to go home due to illness or have chosen to self-isolate due to experiencing symptoms that indicate I may have a communicable illness. Please describe below:

________________________________________________________________________

________________________________________________________________________

_____ (e) I have an injury, or am recuperating from a medical procedure, that makes me unable to be at work for a period of time, and request to telecommute temporarily. Please describe below, and indicate the time period and duration you are requesting to telecommute:

________________________________________________________________________

________________________________________________________________________
Other Reason for Request

_____ (f) I am requesting a telecommuting assignment for reasons other than listed above. Please describe below:

____________________________________________________________________________________

____________________________________________________________________________________

____________________

____________________

____________________

____________________

____________________

TELECOMMUTING AGREEMENT

General summary of duties that will be performed while telecommuting:

My intended telecommuting schedule will be as follows (please indicate the days/times you intend to work):

____________________________________________________________________________________

____________________________________________________________________________________

Location: Will your alternate worksite be anywhere other than your home? If so, please describe below:

____________________________________________________________________________________

____________________________________________________________________________________

I intend for this telecommuting assignment to last for the following duration (please indicate specific dates or an approximate time period if you are unsure of exact dates)

From: (Date)___________________

To: (Date)__________________
EMPLOYEE ACKNOWLEDGEMENT

I have reviewed District AP&P #2046 Telecommuting and Remote Work and understand all the requirements therein. I certify that I meet the eligibility requirements and that all information is true and accurate to the best of my knowledge. I understand that any false information given to support this request may result in disciplinary action and cancellation of any telecommuting assignment provided.

Employee Signature: _______________________________ Date: __________________

District Response

This request for a continued remote work assignment has been reviewed and is hereby:

_____ Approved

_____ Conditionally Approved (more information is needed – see Comments below)

_____ Denied. Reason: _______________________________

Comments: __________________________________________

_____________________________________________________________________________

_____________________________________________________________________________

_____________________________________________________________________________

HR Manager Approval: _______________________________ Date: ______________

General Manager Approval: ___________________________ Date: ______________

Any medical information provided to support the request will be viewed only by the HR Manager and will be kept confidentially in the employee’s personal health record.
Fitness for Duty
Administrative Practice & Procedure #2047

Purpose
To encourage all employees to work as safely and effectively as possible, which means reporting for work able to perform work duties without endangering their own safety and health or the safety and health of those around them. It is the District’s goal to operate effectively, provide essential services to the public, and ensure that employees are safe within the workplace as effectively as possible.

District Position
The District is committed to the safety and health of all employees, and to complying with all current federal, state and local guidelines for workplace health and safety. We ask all employees to cooperate to reduce the transmission of infectious diseases in the workplace and comply with all current District policies and practices for disease control and prevention.

As outlined in District Policy #1028 Code of Conduct, employees are expected to “report fit and safe for duty.” The best way to do this is by not reporting to work if you are ill, are experiencing symptoms that indicate you may have a contagious illness or disease (as outlined below), or have an injury that may render you unable to work effectively or safely.

Many times, with the best of intentions, employees report to work even though they feel ill, have an injury or should seek medical care. The District provides paid sick time, Personal Leave, Short-Term Disability, and other types of leave benefits to compensate employees who cannot work due to illness or injury. The best way to protect yourself, your co-workers and our customers is to stay home and/or seek medical treatment and a diagnosis if you are unwell or injured.

Employee Responsibilities - Employees are expected to:
• Not report for work and seek medical advice if you experience symptoms that may indicate an infectious or contagious disease. Generally, these include a combination of the following:
  ✓ Fever
  ✓ Cough
  ✓ Runny or stuffy nose (except for seasonal allergies)
  ✓ Shortness of breath
  ✓ Body aches
  ✓ Combined secondary symptoms such as sore throat, headache, chills or fatigue
  ✓ Any other symptoms that may be indicative of an infectious illness other than the above, which may vary

PLEASE NOTE: The District does not expect employees to stay home for every small ache or ailment. However, employees are expected to act responsibly when their symptoms indicate they should not be at work due to potentially infecting others with a contagious illness.
Not report for work and seek medical advice if you have experienced an injury or physical ailment which may be exacerbated by reporting to work. This can include any number of things, such as a back injury, a sprain, or another type of injury that requires treatment or rest.

Communicate with your manager or supervisor about your absence appropriately per District policies regarding attendance.

Exercise proper disease prevention techniques, including frequent hand washing, or hand sanitizer when hand washing facilities are not available.

Keep your work areas and equipment cleaned and sanitized, including objects you handle before others use them.

Follow all other guidelines established by the District for specific high-risk events, such as pandemics, seasonal influenza, or other as appropriate.

**Supervisor Responsibilities** - Supervisors are expected to:

- Send an employee home and advise them to seek medical advice if the employee reports or is exhibiting symptoms indicating they may be contagious (see above). Safety and/or HR may always be contacted if you have questions. Still, if an employee seems to be contagious, it is better to err on the side of caution to protect all employees in the work environment.

- Advise the employee to seek medical advice and don’t send them out in the field or to a job site if the employee reports or is exhibiting symptoms indicating they may have an injury that may be exacerbated by working their normal duties. Safety and/or HR may be contacted if you have questions.

- Communicate with the Safety Department if a workplace safety issue arises, such as an employee reporting they have a communicable illness after being in contact with others in the work environment or a similar situation.

- Communicate with Human Resources if a concern arises about working conditions not specific to a safety issue, such as an employee who complains about being sent home, or other employees in the department expressing frustration with an employee who comes to work sick. Resolution may be needed over and above what the supervisor can provide.

- Report any workplace hazards or serious concerns as appropriate to either the Safety Department or upper management for assistance in getting resolution.

**District Responsibilities** - The District will:

- Provide information and education on workplace hazards and what the District is doing to mitigate those hazards.

- Establish effective procedures for sick workers, which includes policies and guidelines for all employees in the work environment to foster a safe and healthy workplace, flexibility as appropriate for employees to use their benefits and leave options, and an avenue for employees to report concerns, ask questions, and get information as needed.

- Provide guidance and information about benefit programs, leave options available, forms and assistance completing them as necessary, and other guidance to assist employees with benefit questions and concerns.
• Promptly address any adverse actions taken against employees, such as workplace discrimination, particularly when an employee exercises their safety and health rights such as raising safety and health concerns to their employer.

• Treat any medical information obtained as part of employment as a confidential medical record. Any disclosure of medical information will be in very limited circumstances and only if required by law, first aid or safety personnel, and on a more limited basis to managers/supervisors to determine things like light-duty assignments.

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<th>Former Title/AP&amp;P #:</th>
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<td>Revision Date:</td>
<td></td>
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<tr>
<td>General Manager Signature:</td>
<td>Date:</td>
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</table>
District Pandemic Response
Administrative Practice & Procedure #2048

**Purpose**
To take proactive steps to protect employees and the workplace in the event of a contagious disease outbreak. It is the District’s goal to operate effectively, provide essential services to the public, and ensure as effectively as possible that employees are safe within the workplace as effectively as possible.

**Definitions**

*Pandemic* – Worldwide outbreak from a new virus for which humans have no immunity. A pandemic may come and go in waves, each of which can last for months at a time. Everyday life could be disrupted due to people in the same community or of the same employer becoming ill at the same time. These disruptions could interrupt or compromise the provision of essential services.

*Social Distancing* – Actions taken by the authorities or individuals to limit person-to-person contact during a pandemic. These measures may include encouraging or requiring some employees to work remotely or “telecommute,” providing alternative means of conducting business, and closing schools or public gathering places such as theaters, restaurants, and other public places.

*Quarantine* – Separating and restricting the movement of a person who may have been exposed to a communicable disease, but may not have symptoms, from those who have not been exposed to prevent the possible spread of a disease.

NOTE: Although this AP&P was written in response to the COVID-19 pandemic, and is written in such a way as to address that event, the purpose is to address any pandemic or large-scale contagious disease event that may adversely affect the District’s ability to provide essential services to the community and our customers.

**District Position**
The District will support community goals for pandemic management, which include limiting exposure and resulting illness and loss during a pandemic. Our goal is to support these community-wide measures while continuing to provide our essential services to our customers. In addition, we aim to support District employees and as always, to take steps to ensure their safety and health to the best of our ability.

Any necessary operational and safety measures that are deemed necessary by District management will be utilized, including measures as outlined in District Policy #1030 *Ensuring Continuity of Operations*. Some examples may include, but are not limited to:
• Telecommuting: Telecommuting options may be implemented for employees to encourage social distancing;

• Closure of Public Areas: As deemed necessary to protect the safety and health of employees and the public, District facilities or public meeting areas may be closed to limit interaction and disease spread;

• Protective Supplies: The District will provide protective supplies such as personal protective equipment (PPE), face coverings, and other as deemed necessary for employees to safely conduct District business and limit the spread of disease. The District may require their use as it deems necessary, and in accordance with health authorities’ recommendations;

• Health Notices: The District may post public health reminders in District facilities and public areas for hand washing and other safety precautions, and may require that employees follow proper and necessary safety precautions for workplace hygiene to limit the spread of disease;

• Training: The District may provide required training to employees regarding the nature of pandemics or other hazards as deemed appropriate;

• Quarantine Requirements: To comply with local, state and federal health recommendations, the District may require that employees meet specific criteria for being symptom-free, or that they refrain from being at work for specific time periods following a negative test as appropriate;

• Operational Changes: To encourage social distancing, the District may implement additional operational changes such as limiting the number of people in a work area, vehicles, meeting rooms, lunchrooms and break areas, and public areas, and/or make changes to offices and work areas as it deems necessary. These changes may be temporary or permanent;

• Travel Limitations: The District may impose business-related travel restrictions or limit in-person training during a pandemic to limit the spread of disease;

• Meetings: The District may limit or stop in-person meetings and instead require that they be conducted remotely; and

• Other precautionary actions as the District determines necessary to stop the spread of disease.

Attachments
Addendum A: COVID-19 Transmission Prevention Plan (Updated 10/29/20)

Addendum B: COVID-19 Scenario Guide for Supervisors

Addendum C: Employee COVID-19 Self-Screening Form (Updated 10/29/20)
This Plan outlines the District’s efforts to prevent the spread of COVID-19 disease and reflects the District’s commitment to the safety and health of all employees. In addition, the Plan is intended to comply with the Governor’s Safe Start proclamations and all current general and workplace requirements under the Washington State Department of Labor & Industries and the State Department of Health. It may be revised or updated at any time at the District’s discretion to comply with current federal, state or local guidelines as necessary.

All Employees Are Expected To:
✓ Be free of COVID-19 symptoms for at least the current duration of time recommended by health guidelines (ask Safety Coordinator if unsure), starting from when the first-day symptoms appeared, before entering the building or reporting for work. Main symptoms include:
  • Fever
  • Cough
  • Shortness of breath
  • Secondary symptoms may include chills, muscle pain, headache, sore throat, or new loss of taste or smell.

✓ Experience no fever for at least 24 hours without the use of fever-reducing medications.

✓ Show improvement in all other symptoms.

✓ Notify their supervisor/manager or the Safety Coordinator immediately if they become ill with COVID-19 symptoms.

✓ Maintain a social distance of no less than six (6) feet from others unless required to safely complete work in the field.

✓ Always wear an L&I-approved face-covering unless:
  • Alone in an office; or
  • Alone in a vehicle; or
  • Working outside at least 6 feet or more away from any other person; or
  • Protected by an approved engineered control or other PPE that prevents the transmission of particles (such as an enclosed cab, plexiglass divider, or solid plastic face shield).

✓ Wash their reusable face coverings every day.

✓ Ride alone in vehicles whenever possible. If it is operationally necessary to share a vehicle, get guidance from the Safety Coordinator on an approved engineered control and/or PPE.
✓ Reduce and/or eliminate in-person meetings unless essential. If necessary, then wear face coverings, maintain a 6-feet distance, keep meetings as short as possible, and only as follows:

- Four (4) people or less in Room 117; or
- Fourteen (14) people or less in the Aqua Room without tables; or
- Four (4) people or less in the Operations open area; or
- One (1) person per table in the Aqua Room (up to 12 people total); or
- At least six (6) feet apart at the loading dock or other outdoor location

✓ Utilize teleconferencing or distance training tools whenever possible to avoid face-to-face contact.

✓ Do not shake hands or touch others.

✓ Thoroughly wash hands with warm water and soap any time they use the restroom, touch their faces, or touch commonly held/touched items such as door handles.

✓ Use hand sanitizer if hand washing facilities not available.

✓ Do not touch their face or face covering with unwashed hands.

✓ Clean and sanitize equipment, tools, and other objects they handle before others use them, and clean and sanitize high touch areas in their work areas or under their control.

✓ Prior to allowing contractors into District facilities, ensure contractors under their direction are following this Prevention Plan and are not ill with symptoms of COVID-19, by asking them to certify they have not exhibited any COVID-19 symptoms in the past 10 days. If a contractor cannot provide this assurance, they will not be allowed into District facilities (contact Safety Coordinator for guidance).

What the District Will Do:
In addition to all the measures listed previously, the District will continue to ensure a safe and healthy workplace by:

✓ Providing routine cleaning and sanitizing of District facilities.

✓ Providing up-to-date information and education on COVID-19 workplace hazards and what the District is doing to mitigate those hazards.

✓ Establishing effective procedures for sick workers. This includes:
  • Requiring sick workers to stay home, and sending workers home who develop signs of COVID-19 illness (to protect all employees); and
  • Providing guidance and assistance to employees on what benefits and leave options are available to them as needed; and
  • Providing flexibility for employees to use all available leave options and benefits; and
  • Encouraging employees to report concerns, ask questions, and use paid and available benefits to care for themselves and their families.

✓ Provide appropriate PPE such as masks and gloves, and other necessary supplies such as cleaning equipment.
✓ Promptly address any adverse actions taken against employees such as workplace discrimination, particularly when employees exercise their safety and health rights such as raising safety and health concerns to their employer.

If employees have questions on how to comply with these workplace requirements, they should ask their supervisor. If supervisors have questions on how to observe these measures in their departments, they should contact the Safety Coordinator. If anyone becomes aware of a COVID-19 illness or other concern related to COVID-19 in the workplace, they should contact their supervisor or the Safety Coordinator immediately for guidance.
This guide is designed to help supervisors and managers understand the steps they must take to ensure suspected and confirmed cases of COVID-19 are managed in accordance with the latest guidance from the Centers for Disease Control (CDC), Washington Department of Health (DOH), and Skagit County Public Health.

**COVID-19 Symptoms**

COVID-19 symptoms may include fever, cough, shortness of breath or difficulty breathing, chills, muscle pain, fatigue, sore throat, headache (usually with other symptoms), and new loss or taste or smell.

**A) If employee has confirmed COVID-19 (even without symptoms), or has obvious symptoms indicative of COVID-19 illness, or reports symptoms to you, then:**

1. Take the employee into a private area and contact the Safety Coordinator (if not available, contact the HR Manager). NOTE: Private area can be a conference room, an unused office, or the employee can be asked to wait in their vehicle.
2. Ask the employee to seek care and evaluation from their health care provider.
3. Ask the employee to get a COVID-19 test at their provider’s office or other testing site.
4. Inform the employee that they need to speak to the HR Manager to discuss alternative work scenarios, leave, and benefits.
5. Inform the employee (and supervisor) that the employee must stay away from work in either quarantine or isolation (case dependent) until the appropriate time (at least 10 days, depending on the situation – see attached Washington DOH Flowchart).
6. The Safety Coordinator will contact Skagit County Public Health or the public health authority where the employee resides to engage the case investigators and help facilitate a safe return to work scenario based on the employee’s situation.
7. The Safety Coordinator will privately follow the appropriate line of questions as outlined in the attached Flowchart.
8. Send the employee the following link for their review and ask that they read it:
   

**B) If employee has symptoms that could be COVID-19 illness but has not been in contact with anyone diagnosed with COVID-19, then:**

1. Follow steps #1-7 as outlined in “A” above.
2. Send the employee the following link for their review and ask that they read it:
   
C) If employee has been exposed or suspects they have been exposed (or potentially exposed) to someone with COVID-19, then:

1. Steps #1-4 as outlined in “A” above.
2. Inform the employee (and supervisor) that the employee must stay away from work in quarantine until the appropriate time (either 24 hours or 10 days, depending on situation – see attached Flowchart).
3. Follow steps #6-7 as outlined in “A” above.
4. Send the employee the following link for their review and ask that they read it: https://www.doh.wa.gov/Portals/1/Documents/1600/coronavirus/COVIDexposed.pdf

D) If employee lives with someone who has a confirmed case of COVID-19 illness, but the employee has no symptoms and/or a negative COVID-19 test, then:

1. Step #1 as outlined in “A” above.
2. Ask the employee to seek care and evaluation from their health care provider if they develop COVID-19 symptoms.
3. If appropriate, ask the employee to get a COVID-19 test at their provider’s office or other testing site.
4. Step #4 as outlined in “A” above.
5. Inform the employee and their supervisor that the employee must stay away from work in quarantine until the appropriate time (usually at least 14 days from last exposure and heavily dependent on situation – see CDC protocol website link in #6 below).
7. Step #6 as outlined in “A” above.

PLEASE NOTE: If the employee has not already presented with COVID-19 symptoms or a positive COVID-19 test but does later, or the employee’s scenario changes, the District will follow revised protocols as determined by the Safety Coordinator. The process that affords more protection to prevent the spread of COVID-19, and the best prevention practices, will be followed as appropriate.
What should a business do if staff or visitors answers “yes” to these questions?

Do you have any of these symptoms that are not caused by another condition?

Within the past 14 days, have you had contact with anyone that you know had COVID-19 or COVID-19-like symptoms?

Have you had a positive COVID-19 test for active virus in the past 10 days?

Within the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

IF YES:

- Don’t let staff or visitors enter the workplace.
- Immediately separate them from other people and arrange a ride home or to a medical facility, if needed.

Instruct staff to call their healthcare provider for further instructions, including about COVID-19 testing.*

- Offer this guidance document: [What to do if you have COVID-19 symptoms but have not been around anyone diagnosed with COVID-19](#)

Recommend that staff get tested for COVID-19, but no sooner than 48 hours after exposure.

- Quarantine at home or other site until 14 days after last exposure**.
- Offer this guidance document: [What to do if you were potentially exposed to someone with COVID-19](#)

Instruct staff to isolate at home or other site.

- Offer this guidance document: [What to do if you have confirmed or suspected COVID-19](#)

Instruct staff to follow the advice provided by the public health or medical professional.

*If employee or visitor does not have a healthcare provider, there is free or low-cost testing at many locations to anyone, no matter their immigration status. You can use the [WA State COVID-19 Help Hotline](#) to talk to someone.

**Employees working in essential businesses may return to work provided they do not have symptoms and the workplace received permission from the local health department. Contact your local health department for more information.
District Pandemic Response – AP&P #2048
Addendum C
Acknowledgement of Daily COVID-19 Self-Screening & Workplace Expectations

The District is committed to providing a safe work environment for all employees. The Washington State Department of Labor & Industries (L&I) requires employees be screened for COVID-19 symptoms every day they report for work, to protect workers during the COVID-19 pandemic. Therefore, every employee is expected to self-screen according to the following guidelines BEFORE reporting to work each day.

This form has two (2) sections:

1) COVID-19 Daily Self-Screening Acknowledgement
2) Acknowledgement of COVID-19 Workplace Expectations

All employees must read and sign each section and return the completed form to their supervisor. Supervisors are responsible for submitting completed forms for their employees to Human Resources.

If you have any questions, please direct them to either the Safety or the Human Resources department.

COVID-19 Self-Screening Acknowledgment

I acknowledge that I have read the following and agree to self-screen for COVID-19 symptoms and exposure before reporting to work according to the following guidance:

1. Since my last shift, or within the past 72 hours, have I experienced any of the following symptoms?
   a. Cough (not attributable to another health condition such as asthma or allergies, certain medications, or a specific activity such as exercise)
   b. Shortness of breath or difficulty breathing (not attributable to another health condition such as asthma)
   c. Fever
   d. Chills or shaking
   e. Muscle pain
   f. Sore throat
   g. Fatigue (not attributable to another health condition or activity)
   h. New loss of taste or smell
   i. Headache (typically combined with another symptom)
   j. Nausea, diarrhea, or vomiting
   k. Any other new symptom that the CDC may identify as potentially indicative of COVID-19

2. In the past 72 hours, have I come into contact with anyone who has cold or flu-like symptoms?
3. In the past **14 days**, have I **tested positive** or been **presumed positive** by a health care provider for COVID-19?

4. In the past **14 days**, have I come into **contact** with anyone who has tested positive for COVID-19?

If I can answer “**YES**” to any of the four questions above when I self-screen, I will contact my supervisor, the Safety Coordinator, or the HR Manager to let them know I am at risk of COVID-19 infection. I will **refrain from reporting to any District facility**. I will then follow the steps and instructions given to me, with the intent of ultimately being cleared to return to work. Being cleared to work means that I meet all the criteria as outlined by current COVID-19 District safety protocols and may require a negative COVID-19 test result.

________________________________________
Employee Signature

________________________________________
Date

________________________________________
Name (Print)

________________________________________
Department

*Please also complete Section 2 on the following page.*
Acknowledgement of COVID-19 Workplace Expectations

By signing below, I acknowledge I have read and agree to do the following while performing work on-site at a District facility or in the field for the District:

- Conduct a daily COVID-19 Self-Assessment BEFORE I come to work.
- If during a self-screening I determine I have symptoms or have been exposed, I will contact my supervisor, Safety Coordinator, or HR Manager to get guidance. I will refrain from reporting to work until I am authorized to return.
- If I cannot report to work due to COVID-19 symptoms or exposure, I will seek and follow advice from a health care provider.
- I will wash my hands upon arrival to work, and frequently throughout the day, especially after sneezing, coughing or using the restroom.
- I will use hand sanitizer with at least 60% alcohol when soap and water are not available.
- I will maintain appropriate distance (6 feet or more) from others whenever possible, and I will avoid any unnecessary contact with others.
- I will correctly wear a mask or face covering, over my nose and mouth at all times unless I am in an office alone, in a vehicle alone, or working in the field (outside) and not around any other individuals.
- I will avoid touching my face or mask whenever possible.
- I will clean and sanitize commonly used and shared surfaces frequently after I use them.
- I will follow guidelines for using lunch, break and conference rooms at my facility.
- I will take breaks that physically distance myself – in an office, a breakroom, in my vehicle, or outside.
- I will communicate changes to my general health condition to my supervisor related to COVID-19 symptoms or exposure.

Employee Signature________________________________________ Date___________________

Name (Print)________________________________________ Department___________________

*Please be sure Sections 1 and 2 are complete, then submit to your supervisor.*
### Public Utility District No. 1 of Skagit County

#### November 2020

**Agenda Item #16**

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<th>Financial Category</th>
<th>Current Month</th>
<th>YTD 2019</th>
<th>YTD 2020</th>
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<td>-22%</td>
<td>1,259,612</td>
<td>94%</td>
</tr>
<tr>
<td>Grants &amp; Loans</td>
<td>-</td>
<td>492,950</td>
<td>775,644</td>
<td>57%</td>
<td>250,000</td>
<td></td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$ 2,138,868</td>
<td>$ 25,728,073</td>
<td>$ 26,467,305</td>
<td>3%</td>
<td>$ 27,123,003</td>
<td>98%</td>
</tr>
<tr>
<td><strong>Operating Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salary/Wages/Benefits</td>
<td>$ 675,696</td>
<td>$ 8,860,390</td>
<td>$ 8,840,172</td>
<td>0%</td>
<td>$ 9,659,567</td>
<td>92%</td>
</tr>
<tr>
<td>WTP - Water, Power, Chemicals</td>
<td>66,123</td>
<td>1,034,822</td>
<td>957,153</td>
<td>-8%</td>
<td>1,219,078</td>
<td>79%</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance &amp; Fleet</td>
<td>(b) 75,775</td>
<td>1,002,527</td>
<td>1,094,872</td>
<td>9%</td>
<td>1,290,663</td>
<td>85%</td>
</tr>
<tr>
<td>Technology/SCADA/Support</td>
<td>(c) 27,439</td>
<td>383,212</td>
<td>447,253</td>
<td>17%</td>
<td>608,721</td>
<td>73%</td>
</tr>
<tr>
<td>Professional Services</td>
<td>(d) 11,860</td>
<td>291,477</td>
<td>395,018</td>
<td>36%</td>
<td>516,050</td>
<td>77%</td>
</tr>
<tr>
<td>Goods &amp; Services</td>
<td>125,661</td>
<td>1,273,123</td>
<td>1,240,641</td>
<td>-3%</td>
<td>1,511,157</td>
<td>82%</td>
</tr>
<tr>
<td>Utility &amp; Other Taxes</td>
<td>105,689</td>
<td>1,149,036</td>
<td>1,184,790</td>
<td>3%</td>
<td>1,232,786</td>
<td>96%</td>
</tr>
<tr>
<td>Work &amp; Service Orders</td>
<td>(a) 80,350</td>
<td>587,806</td>
<td>482,175</td>
<td>-18%</td>
<td>647,198</td>
<td>75%</td>
</tr>
<tr>
<td>Capital Expenses</td>
<td>293,761</td>
<td>8,094,274</td>
<td>4,792,540</td>
<td>-41%</td>
<td>21,640,667</td>
<td>22%</td>
</tr>
<tr>
<td>Labor</td>
<td>$ 60,947</td>
<td>$ 740,951</td>
<td>$ 712,354</td>
<td>-4%</td>
<td>$ 1,333,695</td>
<td>53%</td>
</tr>
<tr>
<td>Other Expenses (Equip, Inv., G&amp;S)</td>
<td>232,814</td>
<td>7,353,323</td>
<td>4,080,186</td>
<td>-45%</td>
<td>20,306,972</td>
<td>20%</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td>$ 1,333,857</td>
<td>$ 13,284,815</td>
<td>$ 13,731,186</td>
<td>3%</td>
<td>$ 14,727,134</td>
<td>93%</td>
</tr>
<tr>
<td><strong>Capital &amp; Debt Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt (Principal &amp; Interest)</td>
<td>261,646</td>
<td>3,057,019</td>
<td>2,878,101</td>
<td>-6%</td>
<td>2,878,101</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Total Capital &amp; Debt Service</strong></td>
<td>$ 555,407</td>
<td>$ 11,151,293</td>
<td>$ 7,670,641</td>
<td>-31%</td>
<td>$ 24,518,767</td>
<td>31%</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>$ 1,889,263</td>
<td>$ 24,436,108</td>
<td>$ 21,401,826</td>
<td>-12%</td>
<td>$ 39,245,901</td>
<td>55%</td>
</tr>
<tr>
<td>Revenue Fund</td>
<td></td>
<td>$ 9,821,781</td>
<td>$ 14,445,039</td>
<td>47%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>System Development Fees</td>
<td></td>
<td>$ 5,115,448</td>
<td>$ 6,399,432</td>
<td>25%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bond &amp; Debt Reserve</td>
<td></td>
<td>2,509,687</td>
<td>1,144,396</td>
<td>-54%</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Ending Estimated Reserves</strong></td>
<td>$ 17,446,916</td>
<td>$ 21,988,867</td>
<td>$ 21,401,826</td>
<td>-12%</td>
<td>$ 39,245,901</td>
<td>55%</td>
</tr>
<tr>
<td>Services Added YTD</td>
<td>212</td>
<td>213</td>
<td>0%</td>
<td>237 Average</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(a) Business & Gov't activity down due to pandemic
(b) Valve preventive maintenance programs startup costs & meter inventory
(c) IT projects & annual maintenance contracts
(d) Bond refinancing costs $86 k & Risk Assessment Study $32 k
(e) Capital projects delays
2021 Judy Reservoir Inflows & Elevation

January 06 Elevation: 462.18
December 30 Elevation: 458.57
Change in Elevation: 1.26
Spillway elevation: 465.10'
Stream Inflow YTD: 80.93 MG
Pumped from river YTD: 0.00 MG
5-YEAR
JUDY RESERVOIR ELEVATIONS

Reservoir Elevation (ft)

2016-2020 Reservoir Level Range
2021 Reservoir Level
2020 Reservoir Level

1/7/2021

Agenda Item #17

1/7/2021