



**AGENDA**  
**BENTON COUNTY PUBLIC UTILITY DISTRICT NO. 1**  
**REGULAR COMMISSION MEETING**

Tuesday, May 28, 2024, 9:00 AM  
2721 West 10<sup>th</sup> Avenue, Kennewick, WA

**The meeting is also available via MS Teams**  
**The conference call line (audio only) is:**  
**1-323-553-2644; Conference ID: 730 736 298#**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Agenda Review**

**4. Public Comment**

*(Individuals desiring to provide public comment during the meeting on items relating to District business, whether in person or remotely will be recognized by the Commission President and provided an opportunity to speak. Comments are limited to five minutes. Public Comment can also be sent to the Clerk of the Board in advance of the meeting at [commission@bentonpud.org](mailto:commission@bentonpud.org). Guidelines for Public Participation can be found on the Benton PUD District website at <https://www.bentonpud.org/About/Commission/Meeting-Agendas-Minutes>.)*

**5. Approval of Consent Agenda**

*(All matters listed within the Consent Agenda have been distributed to each member of the Commission for reading and study, are considered routine, and will be enacted by one motion of the Commission with no separate discussion. If separate discussion is desired by any member of the Commission, that item will be removed from the Consent Agenda and placed on the Regular Agenda by request.)*

Executive Administration/Finance

- Minutes of Regular Commission Meeting of May 14, 2024 pg. 3
- Travel Report dated May 28, 2024 pg. 12
- Vouchers dated May 28, 2024 pg. 13

Operations/Engineering

- GUM-4 Bowles Road Reconductor - Work Order #647875 pg. 41
- 7000 Blk of West 15<sup>th</sup> Avenue Cable Replacement – Work Order #686397 pg. 44

Procurement

- Change Order No. 2 - Altec Industries for 60' Telescopic Aerial Cab and Chassis – Contract #22-38-02 pg. 46
- Change Order No. 1 – Prater Electric Inc. for Vista Bay #1 Foundation, Footing & Conduit Construction – Contract #24-21-07 pg. 48
- Contract Award Recommendation to Siefken & Sons Construction for Perimeter Fencing Project – Contract #24-38-01 pg. 51
- Contact Award Recommendation to Columbia River Electrical Maintenance for Security Camera Wiring – Contract #24-38-04 pg. 68

**6. Management Report**

**7. Business Agenda**

- a. Contract Recommendation - Washington Families Clean Energy Credits Grant  
Contract #24-44-05 - Keith Mercer

pg. 81

**8. Other Business**

**9. Future Planning**

**10. Meeting Reports**

**11. Executive Session**

**12. Adjournment**

*(To request an accommodation to attend a commission meeting due to a disability, contact [dunlapk@bentonpud.org](mailto:dunlapk@bentonpud.org) or call (509) 582-1270, and the District will make every effort to reasonably accommodate identified needs.)*

## MINUTES

### **PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY REGULAR COMMISSION MEETING**

Date: May 14, 2024

Time: 9:00 a.m.

Place: 2721 West 10<sup>th</sup> Avenue, Kennewick, Washington

**Present:** Commissioner Jeff Hall, Vice-President  
Commissioner Lori Kays-Sanders, Secretary  
General Manager Rick Dunn  
Senior Director of Finance & Executive Administration Jon Meyer  
Assistant General Manager/Sr. Director Engineering & Operations Steve Hunter  
Director of Power Management Chris Johnson  
Director of IT & Broadband Services Chris Folta  
Director of Customer Service and Treasury Keith Mercer  
Supv. of Executive Administration/Clerk of the Board Cami McKenzie  
Records Program Administrator II Nykki Drake  
General Counsel Allyson Dahlhauser

**Absent:** Commissioner Barry Bush, President (Excused – NWPPA National Conference)

**Benton PUD employees present during all or a portion of the meeting, either in person or virtually:** Manager of System Engineering Evan Edwards; Supervisor of Distribution Design Michelle Ness; Manager of Procurement Michelle Ochweri; Manager of Customer Service Annette Cobb; Supervisor of Customer Service Kim Maki; Manager of Communications & Government Relations Jodi Henderson; Manager of Human Resources Karen Dunlap; Manager of Business Applications Jennifer Holbrook; Superintendent of Transportation & Distribution Robert Inman; Superintendent of Operations Duane Szendre; Procurement Specialist I Tyson Brown; Senior Engineer Power Management Blake Scherer; Manager of IT Infrastructure Duane Crum; Cyber Security Engineer III Paul Holgate; Manager of Accounting Kent Zirker; Senior Engineer Dax Berven; Brenda Webb, Engineering Administrative Assistant II; Camron Smith, Engineering Intern; Kirsten Norton, Electrical Engineer III.

#### **Call to Order**

Commissioner Barry Bush was attending the NWPPA Annual Conference and was excused.

#### **Pledge of Allegiance**

The Commission and those present recited the Pledge of Allegiance.

## **Agenda Review**

General Manager Rick Dunn said the public hearing to grant the utility easement to the City of Kennewick was no longer needed and there would be approximately one hour of management report items to share.

## **Public Hearing to Grant Utility Easement to City of Kennewick at 1111 N. Edison Street**

Manager Evan Edwards explained that a public hearing was advertised for the request from the City of Kennewick for a utility easement. However, the utility easement was no longer required, and the City had withdrawn its request.

Vice-President Hall opened and closed the public hearing, with no one appearing to comment and the request to grant the utility easement was cancelled.

## **Public Comment – Regular Meeting**

None.

## **Treasurer’s Report**

Keith Mercer, Director of Customer Service and Treasury Operations, reviewed the April, 2024 Treasurer’s Report with the Commission as finalized on May 6, 2024.

## **Consent Agenda**

**MOTION:** Commissioner Sanders moved to approve the Consent Agenda items “a” through “k”. Commissioner Hall seconded and upon vote, the Commission unanimously approved the following:

- a. Regular Commission Meeting Minutes of April 23, 2024
- b. Travel Report dated May 14, 2024
- c. Vouchers (report dated May 14, 2024) audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing made available to the Commission and approved as follows for payment:  
Accounts Payable: Automated Clearing House (DD) Payments: 102447-102489 and 102647-102721 in the amount of \$3,665,993.44.  
Checks & Customer Refund Payments (CHK): 87761-87843 in the amount of \$460,395.01;  
Electronic Fund Transfer (WIRE) Payments: 6944-6960 in the amount of \$5,299,802.30;  
Residential Conservation Rebates: Credits on Customer Accounts in the amount \$360.00;  
Payroll: Direct Deposit – 04/25/2024: 102490-102646 in the amount \$453,447.20;  
Voided checks (April, 2024) in the amount of \$2,835.25;  
Grand total - \$9,879,997.95
- d. Adoption of Supervisor 401(a) Money Purchase Plan; Resolution No. 2675

- e. Engineering Jobs Report – up to \$100,000
- f. GUM-3 Washington Street Reconductor; Work Order 703687
- g. Surplus of Equipment – Meters; Resolution No. 2677
- h. Surplus of Transformers and Switch Cabinet; Resolution No. 2678
- i. Conservation Rebate Report for 1<sup>st</sup> Quarter 2024
- j. Project Completion/Acceptance for Paramount Communications – Carma Backbone Fiber Construction Project; Contract #23-46-05
- k. Northwest Energy Efficiency Alliance Funding Agreement; Contract #24-45-02

## **Management Report**

### ***General Manager:***

1. Energy Communities Alliance: Building Nuclear Partnerships and Projects, May 8-9; Take Aways - General Manager Rick Dunn reported on his attendance at the ECA forum held at the Tri-Cities Convention Center in Kennewick and said it was encouraging and depressing at the same time with plenty of recognition you cannot achieve carbon free energy goals with just wind and solar. If reducing CO2 globally is the goal, then nuclear must be part of the long-term answer. He said there are serious nuclear supply chain issues that stem from the United States essentially giving up on nuclear many years ago. A recent development was the U.S. eliminating Russia as a nuclear fuel supplier which creates incentives in the U.S. to urgently move on all things nuclear, including mining and fuel fabrication. There were a lot of discussions about commitments to increase nuclear power, but supply chain issues and non-standard components and parts are going to be a major obstacle in the near to mid-term.
2. NWRP Letter re: \$300 million BPA F&W Funding Cap – General Manager Dunn reported that Benton PUD, along with 50 other members, signed a letter by Northwest RiverPartners to Senators and Members of Congress that represent BPA customers, requesting to put a legal cap of \$300 million on BPA’s costs under the Columbia River System Operations (CRSO) settlement agreed to by the US Government in December 2023. The NWRP letter requested the cap language be inserted into the Fiscal Year 2025 Energy and Water Development and Related Agencies bill. The concern is that without the explicit \$300 million cap, the very ambiguous language in the CRSO Agreement could impose additional costs on BPA without any public process. District staff reached out to Congressman Newhouse’s office to ask for his support for the \$300 million cap in 2025 congressional appropriation requests.
3. Dan Newhouse Bills to Protect LSRD – Congressman Newhouse introduced five bills that will be considered in the upcoming session aimed at keeping the Lower Snake River dams intact and restricting the Army Corps of Engineers’ ability to remove them. They include HR 8160/Breaking Irresponsible Energy and Commercial Habits (BREACH) Act; HR 8161/Electric Act; HR 8159/Abandoning Inconsistent and Rash Environmental Solutions (ACRES) Act; HR 8155/Ratepayer Funding Alternative Act; and HR 8156/Queries Act.
4. WPUDA Letter to BPA re: Western Markets – General Manager Dunn said the WPUDA Managers Committee members overwhelmingly supported a WPUDA policy statement and letter to John Hairston, BPA Administrator and CEO, in support of BPA’s process for

considering participation in a western power market expansion and BPA's leaning toward SPP Markets+ as the preferable option.

5. Candidates for PUD Commissioner – General Manager Dunn reported on the candidates that had filed for PUD Commissioner, specifically Barry Bush and Mike Massey for Benton PUD and Stu Nelson and Pedro Torres, Jr. for Franklin PUD. He also mentioned Jim Malinowski, Clark County PUD and Rebecca Wolfe, Snohomish County PUD were not seeking reelection.
6. Speaking at Washington Public Ports Association Skamania Lodge – General Manager Dunn said he was invited to speak at the Washington Public Ports Association on May 16 and would be paired with a PNNL scientist. Additionally, he spoke on May 3 with Identity Clark County (ICC), a nonprofit organization comprised of business leaders seeking to strengthen their community.

### ***Customer Service/Treasury***

1. Washington Families Clean Energy Credits Grant (Dept. of Commerce) – Current State of Affairs - Director Keith Mercer gave a presentation on the Washington Families Clean Energy Credits Update and briefly discussed the following: \$200 per household bill credit for low-and moderate-income household; \$2.1 million allocated to Benton PUD (can retain 5% for admin costs), which equals approximately 10,500 households eligible to receive the \$200 credit; communication guidelines for the program; outstanding items include reviewing the Dept. of Commerce contract once we receive it, obtaining a legal opinion as to whether or not the communication guidelines required by the grant violate the Public Disclosure Commission (PDC) rules, and whether or not the District wants to utilize Dept. of Commerce's third party vendor for any verification or outreach efforts. Utilizing a third party vendor would require sharing customer data, which the Commission and staff have several concerns. Director Mercer also reviewed the timeline for the grant, that included all bill credits must be applied to customer's accounts by September 15, 2024.

There was a discussion regarding the creation of an in-house program instead of using the third-party vendor and Mr. Mercer said he would keep the Board apprised of any developments.

### ***Engineering/Operations:***

1. BPA Coordinated Transmission Operations – Assistant General Manager Steve Hunter discussed a coordinated effort with BPA to allow Benton PUD employees to assist with BPA transmission outages. They were currently doing this at other utilities that are remote, and it would involve annual training for Benton PUD linemen to operate the BPA equipment instead of waiting for BPA to send someone out. The outlook sounded positive, and they were working on an agreement. Additionally, they were working through a request with BPA to supplement their linemen when a need arose. There were union rules to work through, and it was being reviewed, because BPA was currently calling out assistance from another area.

2. Prosser Outage Schedule – April 2025 – Assistant General Manager Steve Hunter said that BPA wanted to schedule an outage in Prosser in April, 2025. They have an aging structure they want to replace, and he is discussing with BPA the possibility of getting some stubs to reinforce the poles for a few years, as it would defer this replacement.
3. Hosting BPA Tri-Cities Reinforcement Meeting – June 14, 2024 – Assistant General Manager Steve Hunter said that Benton PUD would be hosting the BPA Tri-Cities Transmission Reinforcement Meeting in the auditorium on June 14, 2024 and other local utilities were invited.

***IT & Broadband Services:***

1. NoaNet Update - Director Chris Folta said the NoaNet member representatives met last week and unanimously approved the resolution to equalize ownership resulting in the District being a 1/9<sup>th</sup> or 11.111% equal owner.
2. Security Camera Upgrade Project – Manager Jennifer Holbrook said they kicked off the security camera upgrade project in Prosser, which will take several months. Since Prosser is a newer building, it was in better condition to start the project since there is more wiring to do in Kennewick with some original buildings from the 1960’s.
3. Fence Upgrade Project – Manager Jennifer Holbrook said bids for the fence upgrade project were due back on May 15 and they would bring a recommendation to the next meeting. Additionally, the Physical Coordinator position was advertised, 35 applications were received, and would begin the screening and interview process.

The Commission briefly recessed, reconvening at 10:17 a.m.

**Other Business**

**NWPPA Annual Conference**

General Manager Dunn mentioned that Kayla Sidwell, Senior Communications Specialist, was attending the conference as a presenter for Benton PUD’s EmPOWERed program.

**Business Agenda**

**Granting Private Utility Easement to Aden Brinkley LLC on Southridge Substation Property – 6190 W. Brinkley Road**

Manager Evan Edwards indicated this was previously advertised as a public hearing to grant the easement to the City of Kennewick. However, it was later noted this was a private utility easement request, and a public hearing was not required.

Manager Evan Edwards requested the Commission grant a private utility easement to Aden Brinkley, LLC for a 6” pressured fire water line near the entry to the Brinkley Road entrance of the District’s Southridge substation property. The new fire line will be connected to a new water main installed by the District as part of completed utility relocations necessary to complete

construction at Southridge Substation in 2018. The District will receive consideration of \$1,000.00 (approximately \$1.50/sf) from Aden Brinkley, LLC for this easement.

**MOTION:** Commissioner Sanders moved to authorize the General Manager or the Assistant General Manager to execute any and all documents necessary to grant a private ten foot utility easement on Southridge Substation Property located at 6190 W. Brinkley Rd in Kennewick, Washington. Commissioner Hall seconded, and upon vote, the motion carried unanimously.

**Additional Compensation for Kennewick Duty Supervisors and After-Hours Outage Communications; Resolution No. 2672**

HR Manager Karen Dunlap presented a resolution to provide for additional compensation for Kennewick Duty Supervisors and After-Hours Outage Communications. The additional compensation for Kennewick Duty Supervisors for their scheduled after-hours supervisor activities would be based on an annual calculation currently used by the Journeyman Lineman, which would equate to \$138.00 per bi-weekly payroll. The last time the amount was changed was in 2021 at the rate of \$130.00 and the new formula would be calculated annually. The resolution would also formalize a scheduled emergency response and rotation outage for communication activity and provide additional compensation at the same bi-weekly amount to designated non-represented Communication Coordinators. They would execute after-hours outage communications information to customers, news media, and employees and are called to work after-hours to provide frequent communication to customers and the community informing them of emergency and restoration outage response.

**MOTION:** Commissioner Sanders moved to adopt Resolution No. 2672, Providing for Additional Compensation for Kennewick Duty Supervisors and After-Hours Outage Communications. Commissioner Hall seconded, and upon vote, the motion carried unanimously.

**Cancel June 11, 2024 Regular Meeting**

Clerk of the Board Cami McKenzie stated that both Commissioner Hall and Commissioner Sanders would be attending the APPA National Conference in San Diego, CA during the week of June 10, 2024 (as discussed at the last meeting) and the regularly scheduled meeting on June 11, 2024 would need to be cancelled. It was confirmed there were no agenda items that need to come before the Commission and recommended the Commission cancel the June 11, 2024 regular meeting.

**MOTION:** Commissioner Sanders moved to approve cancelling the District's regular Commission meeting scheduled for 9:00 a.m. on June 11, 2024 and directing the General Manager to provide notification to the public of such cancellation. Commissioner Hall seconded, and upon vote, the motion carried unanimously.



### **2024 Load Forecast; Resolution No. 2673**

Senior Engineer Blake Scherer presented the 2024 Load Forecast, stating it was revised annually and was updated for the 2024-2034 planning period. The forecast utilizes historical energy, demand, and customer data to establish a forecasted trend for each customer class and incorporates the expected load reductions associated with the District's conservation program.

The Load Forecast is critical to the District's planning and input into the 2025 budget. It also supports Bonneville Power Administration planning and the regional load forecast prepared by Pacific Northwest Utilities Conference Committee. Highlights included changes to Benton PUD's load caused by changes in customer count and changing use per customer; the forecast of annual retail load has a 10-year net growth of 3.3 aMW; annual increase in customers is 663 per year; and the forecast includes conservation of 11.2 aMW of cumulative conservation by 2034. Additionally, the annual retail load for residential is increasing but usage per customer is declining with non-residential declining, primarily due to conservation.

**MOTION:** Commissioner Sanders moved to adopt Resolution No. 2673, 2024 Load Forecast for 2024-2034 as presented. Commissioner Hall seconded, and upon vote, the motion carried unanimously.

### **Adoption of 2024 Energy Independence Act Compliance Reports**

Director Chris Johnson presented for approval Benton PUD's 2024 Energy Independence Act (EIA) Renewable Energy and Conservation compliance reports for submittal to the Washington State Department of Commerce, as required to be filed by June 1 of each year.

The 2024 Renewable Energy Report showed that Renewable Energy Credits (RECs) acquired by contract in 2023 and forecasted for 2024 are sufficient to comply with the District's 15% renewable energy requirement target of 31.21 aMW (shown on the report as 273,362 MWh.)

The conservation report also showed overachieving the District's 2022-2023 1.52 aMW target for a total savings of 1.69 aMW.

Additionally, the District is required to provide its customers an option to purchase alternative energy resources. In 2023, 131 customers purchased \$4,693.00 for the District's Green Power Program which equates to 0.54 aMW RECs based on a \$1.00 REC cost.

**MOTION:** Commissioner Sanders moved to adopt substantially in the form presented, Benton PUD's 2024 Energy Independence Act (EIA) Renewable Energy and Conservation compliance reports for submittal to the Washington State Department of Commerce. Commissioner Hall seconded, and upon vote, the motion carried unanimously.

## **Performance Measurement – 1<sup>st</sup> Quarter 2024 Report**

Senior Director Jon Meyer presented the Performance Measurement 1<sup>st</sup> Quarter 2024 Report, stated that 15 of the 17 performance measures were rated green with positive quarterly performance, one was yellow, and one was red. The following performance measures were highlighted by staff:

- Telephone Service Levels (red rating) – Manager Annette Cobb said both the 30 second and 120 second measures were outside normal limits due to a combination of staffing shortages, high bills, and disconnects for non-pay, increasing the number of calls customer service receives. She said they were working with customers a little bit longer, sometimes with multiple phone calls, which impacted the phones. She said they were projecting a green outlook for the next quarter as staff is hired to fill open positions.
- Service Order Process (green rating) – Supervisor Michelle Ness explained this measurement tracked how long it takes to energize a new service. The rating was green. She noted that the number of new services is down as compared to the 1<sup>st</sup> quarter for the past seven years.
- Rates Comparisons (green rating) – Director Keith Mercer said the measure compared the District’s rates to others in the Northwest and a green rating was issued if it was below the median. He noted that 10 of the benchmark utilities had residential rate increases in Q1 2024.
- O&M/Capital (green rating) – Manager Kent Zirker reviewed actual v. budget for O & M and Capital. O & M was 5% under budget (less than \$.5 million) due to underruns in system costs and dues and assessments. The capital budget had the largest net capital actuals in a quarter in the last 10 years. He noted they were \$2.4 million under budget which is related to the flow of capital projects in budget versus how they are occurring.
- Safety (yellow rating)– Assistant GM Steve Hunter indicated this measure tracked reportable injuries or illnesses as recorded on the OSHA 300 log. There were five incidents reported in the last 12 months, with three dropping off next quarter so they expect a green rating for the outlook.
- Infrastructure Component Reliability (green rating) – Manager Duane Crum said this was green for the quarter, with yellow expected for the outlook. It measured the reliability of eight key infrastructure components. There was an unexpected outage with Outlook, and they were still evaluating the after action review and lessons learned.

## **State of the System**

Assistant General Manager Steve Hunter and Manager Evan Edwards gave a presentation on the State of the System. Objectives discussed included accountability with the Joint Use NESC Compliance Program (pole visitations, violations, and corrections) and quality assurance program (work order inspections 2020-2023 – now 100% inspected); focus on reliability included the farm

underground cable replacements, transmission reliability improvement projects, and major project updates; and the maintenance program included the infrared program, tree trimming, Nine Canyon substation, oil testing, and power transformer wellness testing chart.

Major project updates discussion included distribution projects for Vista Bay 1 Metalclad Switchgear (under construction), Carma Power Transformer Installation (complete), Hedges Breaker/Battery, Prosser Bay 2 Regulator (delivery scheduled for Fall 2024), Fiber to Carma (complete), Spaw to Phillips, Sunset Road, Webber Canyon, Rattlesnake DOE , Deschutes (complete), East Game Farm Road, Southridge Subdivision, Clearwater growth, East Kennewick growth for the sewer treatment plant, Benton City, and Bowles Road.

**Future Planning**

General Manager Rick Dunn asked the Commission to provide any upcoming vacations or planned absences for planning future Commission meetings. Commissioner Sanders said she would be gone July 23 and September 10.

**Adjournment**

Hearing no objection, Vice-President Hall adjourned the meeting at 11:27 a.m.

\_\_\_\_\_  
Jeffrey Hall, Vice-President

ATTEST:

\_\_\_\_\_  
Lori Kays-Sanders, Secretary

## *Periodic Travel Report - May 28, 2024*

<i>Date Start</i>	<i>Business Days</i>	<i>Name</i>	<i>City</i>	<i>Purpose</i>
5/15/2024	2	Rick Dunn	Stevenson, WA	SPEAKING AT WA PUBLIC PORTS ASSOCIATION
6/5/2024	2	Keith Mercer	Seattle, WA	PURMS BOARD MEETING & EXECUTIVE COMMITTEE MEETING
6/8/2024	4	Keith Mercer	San Diego, WA	APPA NATIONAL CONFERENCE
6/12/2024	1	Brian Cramer	Leavenworth, WA	VEGETATION MANAGEMENT SOFTWARE & BEST PRACTICES MEETING
6/24/2024	3	Kent Zirker	Spokane, WA	NWPPA ACCOUNTING AND FINANCE CONFERENCE



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# Accounts Payable Check Register

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05/06/2024 To 05/19/2024

**Bank Account: 1 - Benton PUD ACH/Wire**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
102879 5/8/24	DD	10864	ALAMON, INC.	Pole Inspections	13,651.72
102880 5/8/24	DD	963	ANIXTER INC.	Transformers Transformers Cable CONN CABLE JUNC 4 WAY Clevis Eye-Y Hubbell YCS04 TERM END VHCL-2/0 12BN PINS STEEL 6 1/2 SHANK #J204Z BOLTS MACH 7/8 X 18 BOLTS MACH 7/8 X 22	162,043.98 54,014.66 168,232.38 114,660.09 1,401.19 2,443.58 2,366.40 213.49 1,265.27
<b>Total for Check/Tran - 102880:</b>					506,641.04
102881 5/8/24	DD	3828	BORDER STATES INDUSTRIES, INC.	Clamp, two bolt hot line conne TAMPERPROOF LOCKS GM320 SP SLEEVE 266 ACSR,336 AAC Auto Splice	274.95 1,836.17 4,138.21
<b>Total for Check/Tran - 102881:</b>					6,249.33
102882 5/8/24	DD	10837	CAMPBELL & COMPANY SERVICE COR	REEP REEP REEP	800.00 200.00 1,200.00
<b>Total for Check/Tran - 102882:</b>					2,200.00
102883 5/8/24	DD	1810	CARLSON SALES METERING SOLUTIO	Huskie inline cutting tool	1,729.55
102884 5/8/24	DD	57	CONSOLIDATED ELECTRICAL DISTRIB	Meter Base 20A 6 Jaw Mtr Skt Conduit Glue Weld On 717, Clear, PVC, Gallons	300.01 47,572.12 2,054.43
<b>Total for Check/Tran - 102884:</b>					49,926.56
102885 5/8/24	DD	3029	DELTA HEATING & COOLING, INC.	REEP	6,000.00
102886 5/8/24	DD	3439	DJ'S ELECTRICAL, INC.	Spaw Phillips Transmission Spaw Phillips Transmission	1,468,530.84 668,081.22
<b>Total for Check/Tran - 102886:</b>					2,136,612.06

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# Accounts Payable Check Register

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**Bank Account: 1 - Benton PUD ACH/Wire**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
102887 5/8/24	DD	2757	RICK T DUNN	PPC/NWRP/PNUCC Mtgs	1,130.41
102888 5/8/24	DD	2087	H2 PRECAST, INC.	Material	20,788.88
102889 5/8/24	DD	3018	HRA VEBA TRUST	ER VEBA CDHP ER VEBA ER VEBA Wellness	666.64 11,300.00 21,900.00
<b>Total for Check/Tran - 102889:</b>					33,866.64
102890 5/8/24	DD	1818	IBEW LOCAL 77	IBEW BA Dues Assessment IBEW A Dues Assessment IBEW BA Dues Assessment	124.11 5,165.04 5,523.50
<b>Total for Check/Tran - 102890:</b>					10,812.65
102891 5/8/24	DD	214	JACOBS & RHODES	REEP	200.00
102892 5/8/24	DD	877	CHRISTOPHER N JOHNSON	PPC Mtgs	594.83
102893 5/8/24	DD	103	KENNEWICK, CITY OF	Monthly Billing	1,266.84
102894 5/8/24	DD	106	LAMPSON INTERNATIONAL, LLC	Metal Clad/Vista Bay 1	3,597.97
102895 5/8/24	DD	1580	JONATHAN L MEYER	PPC/NWRP/PNUCC Mtgs	795.26
102896 5/8/24	DD	950	MSA VEBA TRUST	VEBA PL Cash Out	19,756.68
102897 5/8/24	DD	919	NOANET	Wine Country Outage	7,607.13
102898 5/8/24	DD	10769	ONEBRIDGE BENEFITS INC.	Flex Spending Dependent Care Flex Spending Health Care	192.31 2,599.55
<b>Total for Check/Tran - 102898:</b>					2,791.86
102899 5/8/24	DD	1241	PARAMOUNT COMMUNICATIONS, INC.	Kennewick Meter Splicing 20 - Off-the-Dock Labor	2,641.41 9,844.67
<b>Total for Check/Tran - 102899:</b>					12,486.08
102900 5/8/24	DD	10800	RADIAN RESEARCH, INC.	Material Advanced I/O KYZ Breakout Cable	-102.18 976.96

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**Bank Account: 1 - Benton PUD ACH/Wire**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Form-C KYZ Cable Set 6.5 ft	299.75
<b>Total for Check/Tran - 102900:</b>					1,174.53
102901 5/8/24	DD	10880	BRANDY R SAWYER	Tableau Conf	1,313.46
102902 5/8/24	DD	10943	SEALX, LLC	Janitorial Svc	4,233.53
				Janitorial Svc	2,659.41
				Janitorial Svc	1,653.42
<b>Total for Check/Tran - 102902:</b>					8,546.36
102903 5/8/24	DD	10943	SEALX, LLC	Janitorial Svc	4,233.53
				Janitorial Svc	2,659.41
				Janitorial Svc	1,653.42
<b>Total for Check/Tran - 102903:</b>					8,546.36
102904 5/8/24	DD	149	SMITH INSULATION, INC.	REEP	858.00
				REEP	1,465.20
<b>Total for Check/Tran - 102904:</b>					2,323.20
102905 5/8/24	DD	1048	UNITED WAY OF BENTON & FRANKLI	EE United Way Contribution	349.73
102906 5/8/24	DD	3098	US BANK CORPORATE PAYMENT SYS	Operations - Prosser	21.40
				Executive	14,140.48
				Finance & Business Services	3,325.99
				Customer Service	2,510.00
				Contracts & Purchasing	129.42
				Engineering	2,831.15
				IT Infrastructure	6,446.38
				Operations - Line Department	604.73
				Operations	4,066.31
				Operations - Meter Shop	1,203.21
				Operations - Transformer Shop	1,376.62
				Operations - Support Svcs	1,023.89
				Operations - Maintenance	3,318.04



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**Bank Account: 1 - Benton PUD ACH/Wire**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Operations - (Support Svcs. Fleet)	13,107.79
				Operations - Warehouse	11,688.96
				Power Management	1,314.05
				Travel Card	5,824.26
				<b>Total for Check/Tran - 102906:</b>	72,932.68
102907 5/8/24	DD	4104	VAN BELLE EXCAVATING, LLC	Snow/Ice removal Removal	-3.48
				Snow/Ice removal Removal	4,934.98
				<b>Total for Check/Tran - 102907:</b>	4,931.50
102908 5/8/24	DD	10887	VITAL RECORDS HOLDINGS, LLC	Storage Fee	100.00
				Storage Fee	100.00
				Storage Fee	100.00
				<b>Total for Check/Tran - 102908:</b>	300.00
102909 5/15/24	DD	10929	ABSCO SOLUTIONS	Access Control - Ops Back Door	7,530.74
102910 5/15/24	DD	10864	ALAMON, INC.	Pole Inspections	27,110.26
102911 5/15/24	DD	963	ANIXTER INC.	COMPACT THERMOELECTRIC AIR CONDITIONER	968.26
				COMPACT THERMOELECTRIC AIR CONDITIONER	4,840.10
				PINS STEEL 6 1/2 SHANK #J204Z	338.06
				INSUL STR FIBERGLASS	798.95
				#4 SD Solid Bare Copper Conduc	3,126.21
				<b>Total for Check/Tran - 102911:</b>	10,071.58
102912 5/15/24	DD	34	BENTON PUD-ADVANCE TRAVEL	IEEE PES T&O Conf	208.13
				SEL Automation User grp	421.53
				SEL Automation User Grp	476.10
				<b>Total for Check/Tran - 102912:</b>	1,105.76
102913 5/15/24	DD	3828	BORDER STATES INDUSTRIES, INC.	JUMPER TERM, 15 DE,795 DRAKE	1,113.44
				DE GUY PREFORM 12 5M	275.56
				<b>Total for Check/Tran - 102913:</b>	1,389.00
102914 5/15/24	DD	10837	CAMPBELL & COMPANY SERVICE COR REEP		200.00

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**Bank Account: 1 - Benton PUD ACH/Wire**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
102915 5/15/24	DD	3520	CI INFORMATION MANAGEMENT	Shred Svc	116.60
102916 5/15/24	DD	394	COLUMBIA ELECTRIC SUPPLY	Material	3,554.00
				Bend 22 S/40, 6", belled and c	1,234.29
				Cap, end, PVC, 6"	811.34
<b>Total for Check/Tran - 102916:</b>					5,599.63
102917 5/15/24	DD	3515	KRISTEN A DEMORY	Tableau Conf 2024	1,693.50
102918 5/15/24	DD	2776	DLT SOLUTIONS	AutoCAD Civil3D	1,978.91
102919 5/15/24	DD	2990	KAREN M DUNLAP	AWC Labor Relations Institute	352.91
102920 5/15/24	DD	3345	EVAN C EDWARDS	IEEE PES T&D Conf	114.70
102921 5/15/24	DD	11023	ELLERD, HULTGRENN & DAHLHAUSE	Professional Svc	3,312.66
102922 5/15/24	DD	10961	ENERGY PRO INSULATION, INC.	REEP	1,318.50
				REEP	463.20
				REEP	3,099.30
<b>Total for Check/Tran - 102922:</b>					4,881.00
102923 5/15/24	DD	10982	FEDERAL ENGINEERING, INC.	Professional Svc	10,208.00
102924 5/15/24	DD	79	GENERAL PACIFIC, INC.	SP SLEEVE HOMAC 2/0	330.38
				SPLICE SLEEVE HOMAC 350	2,364.23
<b>Total for Check/Tran - 102924:</b>					2,694.61
102925 5/15/24	DD	867	JODY A GEORGE	AWC Labor Relations Institute	18.00
102926 5/15/24	DD	724	HERITAGE PROFESSIONAL LANDSCAP	Landscaping Svc	1,771.11
				Landscaping Svc	274.54
				Landscaping Svc	305.92
				Landscapings Svc	373.06
				Landscaping Svc	1,130.33
				Landscaping Svc	331.40

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**Bank Account: 1 - Benton PUD ACH/Wire**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Landscaping Svc	973.22
				Landscaping Svc	411.50
<b>Total for Check/Tran - 102926:</b>					5,571.08
102927	5/15/24	DD 3569	BRIANA L HERRINGTON	WPUDA Finance Officers Mtg	247.98
102928	5/15/24	DD 990	INSIGHT PUBLIC SECTOR INC.	Tableau License Subscription	36,790.15
102929	5/15/24	DD 10660	IRBY ELECTRICAL UTILITIES	Transformer, 37.5 kVA single p	44,314.82
102930	5/15/24	DD 3154	IVOXY CONSULTING, LLC	VEEam Support/Renewal	28,070.44
102931	5/15/24	DD 10886	JESKE INSPECTION & REPAIR	Annual Inspections/Testing	8,916.65
				Annual Inspections/Testing	-25.42
<b>Total for Check/Tran - 102931:</b>					8,891.23
102932	5/15/24	DD 296	JOB'S NURSERY	Tree Replacement Prg	149.13
102933	5/15/24	DD 103	KENNEWICK, CITY OF	Monthly Billing	603.09
				Occupation Tax	395,668.24
<b>Total for Check/Tran - 102933:</b>					396,271.33
102934	5/15/24	DD 10306	CHRISTOPHER W KUPERSTEIN	SEL Automation User Grp	5.96
102935	5/15/24	DD 10909	AMBER L MELLING	AWC Labor Relations Institute	36.00
102936	5/15/24	DD 10301	KEITH A MERCER	WPUDA Finance Officers Mtg	608.82
102937	5/15/24	DD 2015	NATIONAL METERING & TECHNICAL	Meter Testing	17,290.00
102938	5/15/24	DD 919	NOANET	Professional Svc	3,250.00
				Rivers Dental/24 Bones	6,552.69
				Relash Prosser Gold Mine	1,779.49
				Mac- Donald Miller	2,374.66
<b>Total for Check/Tran - 102938:</b>					13,956.84
102939	5/15/24	DD 10851	KIRSTEN A NORTON	SEL Automation User Grp	22.50

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**Bank Account: 1 - Benton PUD ACH/Wire**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
102940 5/15/24	DD	2176	PACIFIC OFFICE AUTOMATION, INC.	Monthly Billing	237.85
				Monthly Billing	34.53
				Monthly Billing	33.60
				Monthly Billing	31.24
				Monthly Billing	96.44
<b>Total for Check/Tran - 102940:</b>					433.66
102941 5/15/24	DD	3681	MICHAEL W PATRICK	CDL License Endorsement Reimbursement	102.00
102942 5/15/24	DD	10936	MICHAEL J PRAEST	Spaw/Phillip Lay Down Yard Lease	500.00
102943 5/15/24	DD	2854	BRENDA J PREDDIE		19.49
				Kilgore - Retirement Supplies	143.87
<b>Total for Check/Tran - 102943:</b>					163.36
102944 5/15/24	DD	10960	READY GO REPAIR & BEYOND LLC	REEP	666.00
102945 5/15/24	DD	11033	RINGCENTRAL, INC.	Professional Svc	1,565.28
102946 5/15/24	DD	821	SCHWEITZER ENGINEERING LABORA	Material	1,555.95
				SEL-3350 3U RTAC	10,241.46
<b>Total for Check/Tran - 102946:</b>					11,797.41
102947 5/15/24	DD	2154	SENSUS USA, INC.	Meter, Sensus 4S iConA CL20, 2	7,824.92
102948 5/15/24	DD	3502	SYLVAN LEARNING CENTER	Employee Testing	395.00
102949 5/15/24	DD	11062	VESTIS SERVICES, LLC	Weekly Svc	35.76
				Weekly Svc	37.77
				Weekly Svc	26.39
				Weekly Svc	21.27
				Weekly Svc	18.39
<b>Total for Check/Tran - 102949:</b>					139.58
102950 5/15/24	DD	1935	VIRGINIA TRANSFORMER CORP.	Power Transformer without Load Tap	109,722.36
102951 5/15/24	DD	10887	VITAL RECORDS HOLDINGS, LLC	Storage Fee	100.00

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**Bank Account: 1 - Benton PUD ACH/Wire**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
102952 5/15/24	DD	988	WASH STATE DEPT NATURAL RESOU	DNR Easement - Joe Butte	17,550.00
102953 5/15/24	DD	183	WILBUR ELLIS CO. LLC	Frequency	2,218.29

<b>Total Payments for Bank Account - 1 :</b>	(75)	3,722,905.31
<b>Total Voids for Bank Account - 1 :</b>	(0)	0.00
<b>Total for Bank Account - 1 :</b>	(75)	3,722,905.31

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**Bank Account: 2 - BPUD Accounts Payable Warrants**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
86965 10/26/23	CHK	10149	SCOT & TYLER, LLC	MR Refund	1,433.29 VOID
87410 1/9/24	CHK	10943	SEALX, LLC	Janitorial Svc	4,233.53 VOID
				Janitorial Svc	2,659.41 VOID
				Janitorial Svc	1,653.42 VOID
<b>Total for Check/Tran - 87410:</b>					8,546.36 VOID
87437 1/18/24	CHK	99999	JASPER AJIEL	Credit Balance Refund	66.29 VOID
87844 5/8/24	CHK	258	APOLLO MECHANICAL CONTRACTOR	REEP	200.00
87845 5/8/24	CHK	259	BENTON FRANKLIN COMMUNITY ACT	Helping Hands/Senior, Disabled Apps	1,005.00
				LIEEP WX Prgm	35.00
				REEP	11,435.24
<b>Total for Check/Tran - 87845:</b>					12,475.24
87846 5/8/24	CHK	614	BOB RHODES HEATING & AC, INC.	REEP	7,500.00
87847 5/8/24	CHK	3478	FP MAILING SOLUTIONS	Postage Meter Deposit - 5	1,000.00
87848 5/8/24	CHK	11037	KENNEWICK RED APPLE MARKET	Commercial Energy Efficiency Prg	1,560.00
87849 5/8/24	CHK	128	PERFECTION GLASS, INC.	REEP	906.00
				REEP	4,500.00
				REEP	906.00
				REEP	588.00
				REEP	780.00
				REEP	906.00
				REEP	546.00
				REEP	906.00
				REEP	906.00
				REEP	702.00
				REEP	906.00
				REEP	906.00
				REEP	756.00

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**Bank Account: 2 - BPUD Accounts Payable Warrants**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				REEP	318.00
				REEP	666.00
				REEP	522.00
				REEP	906.00
				REEP	906.00
				REEP	156.00
				REEP	156.00
				REEP	906.00
<b>Total for Check/Tran - 87849:</b>					18,750.00
87850 5/8/24	CHK	142	ROGERS SURVEYING, INC. P.S.	Professional Svc	1,741.12
87851 5/8/24	CHK	172	WASH STATE DEPT TRANSPORTATION	Permit	1,819.33
87852 5/8/24	CHK	99999	SANDRA AICHELE	Credit Balance Refund	8.47
87853 5/8/24	CHK	99999	JASPER AJIEL	Credit Balance Refund	66.29
87854 5/8/24	CHK	99999	YANEHT BALDOVINOS	Credit Balance Refund	74.36
87855 5/8/24	CHK	99999	IVAN BANATSKYI	Credit Balance Refund	131.63
87856 5/8/24	CHK	99999	MICHELLE BRIGGS	Credit Balance Refund	11.17
87857 5/8/24	CHK	99999	PHOEBE BRUECKNER	Credit Balance Refund	240.00
87858 5/8/24	CHK	99999	MIGUEL A CERDA	Credit Balance Refund	61.95
87859 5/8/24	CHK	99999	SAMANTHA COALY	Credit Balance Refund	183.14
87860 5/8/24	CHK	99999	CATARINO CORREA	Credit Balance Refund	112.13
87861 5/8/24	CHK	99999	LESLY Z CUEVA	Credit Balance Refund	27.40
87862 5/8/24	CHK	99999	JASON J DAWSON	Credit Balance Refund	215.00
87863 5/8/24	CHK	99999	SAMANTHA A FLORES	Credit Balance Refund	112.19

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**Bank Account: 2 - BPUD Accounts Payable Warrants**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
87864 5/8/24	CHK	99999	JOSHUA GAGNON	Credit Balance Refund	618.12
87865 5/8/24	CHK	99999	ODAI HAMIDAH	Credit Balance Refund	43.56
87866 5/8/24	CHK	99999	MARK HAWLEY	Credit Balance Refund	450.00
87867 5/8/24	CHK	99999	DERRICK HILL	Credit Balance Refund	81.03
87868 5/8/24	CHK	99999	DENNIS A HOUGH	Credit Balance Refund	65.94
87869 5/8/24	CHK	99999	DONNA L KEIZER	Credit Balance Refund	239.31
87870 5/8/24	CHK	99999	NEIHA M KINSEY	Credit Balance Refund	192.95
87871 5/8/24	CHK	99999	LEXINGTON HOMES - DRH LLC	Credit Balance Refund	248.56
87872 5/8/24	CHK	99999	YASMEEN PELAYO	Credit Balance Refund	81.45
87873 5/8/24	CHK	99999	MELVIN D RODE	Credit Balance Refund	300.23
87874 5/8/24	CHK	99999	BRENDA RUIZ	Credit Balance Refund	31.57
87875 5/8/24	CHK	99999	SARA RUVALCABA	Credit Balance Refund	112.66
87876 5/8/24	CHK	99999	ERIKA S SANCHEZ	Credit Balance Refund	474.26
87877 5/8/24	CHK	99999	ROSA C SANCHEZ	Credit Balance Refund	97.30
87878 5/8/24	CHK	99999	JANICE M SCOTT	Credit Balance Refund	300.00
87879 5/8/24	CHK	99999	PETER M SPANG	Credit Balance Refund	138.77
87880 5/8/24	CHK	99999	SHELLY STARR	Credit Balance Refund	256.99
87881 5/8/24	CHK	99999	T20 NAILS & SPA 2, LLC	Credit Balance Refund	283.26
87882 5/8/24	CHK	99999	HEATHER L THURSTON	Credit Balance Refund	83.17
87883 5/8/24	CHK	99999	JOCYLENN TIO	Credit Balance Refund	49.12
87884 5/8/24	CHK	99999	BONNIE D TOBIN	Credit Balance Refund	350.00



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**Bank Account: 2 - BPUD Accounts Payable Warrants**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
87885 5/8/24	CHK	99999	CRISTIAN TORRES	Credit Balance Refund	377.16
87886 5/8/24	CHK	99999	DANEILL R TRISTAN	Credit Balance Refund	319.92
87887 5/8/24	CHK	99999	NAYELI UVAY	Credit Balance Refund	51.65
87888 5/8/24	CHK	99999	JEROME L WALLACE	Credit Balance Refund	224.14
87889 5/8/24	CHK	99999	VIEN WYMORE	Credit Balance Refund	193.70
87890 5/8/24	CHK	99999	DOMINIC ZUNIGA	Credit Balance Refund	10.45
87891 5/15/24	CHK	39	BENTON COUNTY	Easement- Zephyr Heights Substation	500.00
87892 5/15/24	CHK	259	BENTON FRANKLIN COMMUNITY ACT	Helping Hands	2,112.26
87893 5/15/24	CHK	3344	BOYD'S TREE SERVICE, LLC	Tree Trimming Svc	8,898.46
				Tree Trimming Svc	6,616.94
				Tree Trimming Svc	6,616.94
				Tree Trimming Svc	3,935.85
				Tree Trimming Svc	12,020.16
<b>Total for Check/Tran - 87893:</b>					<b>38,088.35</b>
87894 5/15/24	CHK	32	CITY OF BENTON CITY	Occupation Tax	10,766.38
87895 5/15/24	CHK	11002	COLUMBIA SQUARE KENNEWICK, LL	Commercial Energy Efficiency Prg	9,640.00
87896 5/15/24	CHK	243	FEDERAL EXPRESS CORP	Mailing Svc	29.91
87897 5/15/24	CHK	233	INTERMOUNTAIN WEST INSULATION	REEP	533.00
87898 5/15/24	CHK	99	KIE SUPPLY CORP	CT Mounting Bases	523.89
				Current Transformer Enclosure	1,330.31
				Meter Base 320A Underground Feed	1,915.59
<b>Total for Check/Tran - 87898:</b>					<b>3,769.79</b>
87899 5/15/24	CHK	360	PROSSER ROTARY CLUB	Donation - Bike Ride/Fireworks	3,000.00

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**Bank Account: 2 - BPUD Accounts Payable Warrants**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
87900 5/15/24	CHK	135	PROSSER, CITY OF	Monthly Billing	1.34
				Monthly Billing	12.50
				Monthly Billing	141.30
				Monthly Billing	1,064.79
				Occupation Tax	32,940.81
<b>Total for Check/Tran - 87900:</b>					<b>34,160.74</b>
87901 5/15/24	CHK	1592	REESE CONCRETE PRODUCTS MFG. IN	Valut Base/LId	67,394.00
87902 5/15/24	CHK	141	RICHLAND, CITY OF	Occupation Tax	203.94
87903 5/15/24	CHK	10149	SCOT & TYLER, LLC	MR Refund	1,433.29
87904 5/15/24	CHK	193	UNITED PARCEL SERVICE OF AMERIC	Mailing Svc	35.76
				Mailing Svc	35.76
<b>Total for Check/Tran - 87904:</b>					<b>71.52</b>
87905 5/15/24	CHK	992	VERIZON NORTHWEST	Monthly Billing	190.42
				Monthly Billing	2,161.12
				Monthly Billing	226.95
				Monthly Billing	356.93
				Monthly Billing	360.09
				Monthly Billing	116.94
				Monthly Billing	319.20
				Monthly Billing	237.06
<b>Total for Check/Tran - 87905:</b>					<b>3,968.71</b>
87906 5/15/24	CHK	172	WASH STATE DEPT TRANSPORTATION	Application Processing Fee - Prior Sub	300.00
87907 5/15/24	CHK	100	WASTE MANAGEMENT OF WASHINGT	Monthly Billing	1,008.71
				Monthly Billing	309.36
				Monthly Billing	579.10
<b>Total for Check/Tran - 87907:</b>					<b>1,897.17</b>
87908 5/15/24	CHK	10649	ZIPLY FIBER	Monthly Billing	2,837.46

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**Bank Account: 2 - BPUD Accounts Payable Warrants**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Monthly Billing	234.82
				<b>Total for Check/Tran - 87908:</b>	3,072.28
87909 5/15/24	CHK	99999	DEAN F BAKER	Credit Balance Refund	125.00
87910 5/15/24	CHK	99999	BARBARA J FRY	Credit Balance Refund	100.00
87911 5/15/24	CHK	99999	GUADALUPE MAGALLAN	Credit Balance Refund	225.00
87912 5/15/24	CHK	99999	JACK L MEEKS JR	Credit Balance Refund	275.00
87913 5/15/24	CHK	99999	JORGE C MENDOZA	Credit Balance Refund	1,106.49
87914 5/15/24	CHK	99999	KURT E MODINE	Credit Balance Refund	175.00
87915 5/15/24	CHK	99999	ABRISA G RODRIGUEZ	Credit Balance Refund	175.00
87916 5/15/24	CHK	99999	SCOTT S SOUZA	Credit Balance Refund	6,000.00
87917 5/15/24	CHK	99999	MARLENE M SUMMERS	Credit Balance Refund	125.00
87918 5/15/24	CHK	99999	KRISTINE M WILLIAMS	Credit Balance Refund	175.00
87919 5/15/24	CHK	99999	FRANKLIN WITTE	District Claim	10,295.71

<b>Total Payments for Bank Account - 2 :</b>	(76)	251,683.23
<b>Total Voids for Bank Account - 2 :</b>	(3)	10,045.94
<b>Total for Bank Account - 2 :</b>	(79)	261,729.17
<b>Grand Total for Payments :</b>	(151)	3,974,588.54
<b>Grand Total for Voids :</b>	(3)	10,045.94
<b>Grand Total :</b>	(154)	3,984,634.48

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**Bank Account: 1 - Benton PUD ACH/Wire**

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
6964	5/6/24	WIRE	10084	CITI MERCHANT SERVICES	Merchant Fees	35,999.14
6965	5/8/24	WIRE	925	KLICKITAT COUNTY PUD	TX White Crk/Rock Crk	4,032.51
6966	5/9/24	WIRE	2205	UNITED STATES TREASURY	Federal Income Tax	82,139.61
					Medicare - Employee	10,570.77
					Medicare - Employer	10,570.77
					Social Security - Employee	45,199.48
					Social Security - Employer	45,199.48
<b>Total for Check/Tran - 6966:</b>						193,680.11
6967	5/9/24	WIRE	171	WASH STATE DEPT RETIREMENT SYS	ER PERS	67,204.30
					PERS Plan 2	41,814.95
					PERS Plan 3A 5% All Ages	1,278.75
					PERS Plan 3B 5% Up to Age 35	121.88
					PERS Plan 3B 6% Age 35-45	138.14
					PERS Plan 3E 10% All Ages	1,404.04
					PERS Plan 3F 15% All Ages	504.68
<b>Total for Check/Tran - 6967:</b>						112,466.74
6968	5/9/24	WIRE	437	WASH STATE DEPT SUPPORT REGIST	Garnishment - Child Support	301.98
6969	5/10/24	WIRE	1567	ICMA RETIREMENT CORP	457(b) Leave EE Contribution	1,700.07
					457(b) Roth EE Contribution	14,452.36
					ER Def Comp 401	17,607.13
					ER Def Comp 457	2,678.64
					Plan A 457(b) Employee Contribution	5,141.73
					Plan B 457(b) Employee Contribution	24,193.78
					Plan C 401(a) Option 1 EE Contribution	3,698.06
					Plan C 401(a) Option 2 EE Contribution	1,903.89
					Plan C 401(a) Option 3 EE Contribution	572.39
					Plan C 401(a) Option 4, Step 2 EE Contri	1,014.56
					Plan C 401(a) Option 4, Step 3 EE Contri	1,497.85

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**Bank Account: 1 - Benton PUD ACH/Wire**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				Plan C 401(a) Option 4, Step 4 EE Contri	1,673.08
				Plan C 401(a) Option 5, Step 4 EE Contri	1,369.52
				Plan C 457(b) Employee Contribution	7,480.22
				457 EE Loan Repayment #1	3,176.25
				457 EE Loan Repayment #2	69.67
				<b>Total for Check/Tran - 6969:</b>	88,229.20
6970 5/10/24	WIRE	199	WASH STATE DEPT REVENUE-LEASEH	Underground Stoarge Tank Business Lic	221.09
6971 5/15/24	WIRE	436	BANK OF AMERICA	Banking Fees	1,565.80
6972 5/15/24	WIRE	2570	THE ENERGY AUTHORITY, INC.	Purchased Power	33,343.00
6973 5/16/24	WIRE	169	ENERGY NORTHWEST	Rent - Rattlesnake Mt	8,425.87
6974 5/16/24	WIRE	246	BONNEVILLE POWER ADMIN	Purchased Power	30.24
				<b>Total for Bank Account - 1 :</b>	(11) 478,295.68
				<b>Grand Total :</b>	(11) 478,295.68



**BENTON PUD - RESIDENTIAL CONSERVATION REBATE DETAIL**

<u>Date</u>	<u>Customer</u>	<u>Rebate Amount</u>	<u>Rebate Description</u>
05/09/2024	LINDSAY CRIGLER	\$ 30.00	Rebate - Clothes Washer
05/14/2024	ROSA E PEREZ	\$ 30.00	Rebate - Clothes Washer
05/14/2024	MATTHEW MOLIEN	\$ 30.00	Rebate - Clothes Washer
05/14/2024	DONALD D BENDER	\$ 30.00	Rebate - Clothes Washer
05/14/2024	ROSA E PEREZ	\$ 50.00	Rebate - Clothes Dryer
05/14/2024	MATTHEW MOLIEN	\$ 50.00	Rebate - Clothes Dryer
05/06/2024	GERALD F WOLF	\$ 100.00	Rebate - Smart Thermostat

\$ 320.00

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CC/E-Payment Vendor: 3098 - US BANK CORPORATE PAYMENT SYSTEM

Tran	Date	Recon ID	Type	Credit Card/E-Payment	Vendor	Vendor Name	Merchant	Merchant Name	Reference	Amount
967	03/20/2024	734	Credit Card	32PR - Operations - Prosser	2642	KNIGHT, GAYLE R	2642	SAFEWAY #1593	Balloons and hot dogs for de	21.40
<b>Total for Tran-967:</b>										21.40
968	04/12/2024	737	Credit Card	17 - Contracts & Purchasing	3213	LANPHEAR, JUSTIN L	3213	MCCLATCHY ADVERT	TCH-Gen Contractor Fencing	129.42
<b>Total for Tran-968:</b>										129.42
969	03/25/2024	738	Credit Card	21 - Engineering	3880	WEBB, BRENDA R	3880	ODP BUS SOL LLC # 10	File jackets,lead,dry-erase, et	63.67
	03/22/2024	738					3880	TECHSTREET PR6239	IEEE PC62.22.1	239.14
	03/25/2024	738					3880	ADMIN PRO NETWOR	Webb-Admin Prof Training	179.38
	03/27/2024	738					3880	AMZN MKTP US*RH4T	Toner pearls for plotter	251.94
	03/25/2024	738					3880	ODP BUS SOL LLC # 10	Steno books	41.02
	03/18/2024	738					3880	AMZN MKTP US*R69S	Underhill-2023 NESC Code	291.81
	03/22/2024	738					3880	TECHSTREET PR6238	IEEE C62.22A - 2013	239.14
	03/22/2024	738					3880	TECHSTREET PR6237	IEEE Standard C62.22 - 2009	239.14
	03/27/2024	738					3880	PACIFIC OFFICE AUTO	Toner pearls for plotter	1,250.13
	03/15/2024	738					3880	AMZN MKTP US*R67O	VanFosson-Map storage rack	35.78
<b>Total for Tran-969:</b>										2,831.15

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CC/E-Payment Vendor: 3098 - US BANK CORPORATE PAYMENT SYSTEM

Tran	Date	Recon ID	Type	Credit Card/E-Payment	Vendor	Vendor Name	Merchant	Merchant Name	Reference	Amount
970	03/15/2024	739	Credit Card	15 - IT Infrastructure	3259	CRUM, DUANE P	3259	EB RELIABILITY AND	Credit for WECC (Holgate)	-100.00
	03/27/2024	739					3259	AMAZON.COM*FE61E	Power cords for Item #7045	148.32
	03/17/2024	739					3259	AMZN MKTP US*R66Y	Cables for SCADA routers	18.47
	04/05/2024	739					3259	AMAZON.COM*3J9E21	Books (McMahon)	50.88
	03/28/2024	739					3259	AMZN MKTP US*RA2	Wall plates for projectors	33.00
	03/28/2024	739					3259	DMI* DELL K-12/GOVT	27inch monitors for engineeri	214.38
	04/02/2024	739					3259	A MEDIUM CORPORA	Books (McMahon)	50.00
	03/18/2024	739					3259	SOMERSET TECHNOL	Eaton ASY-0673 split phase p	1,793.55
	03/31/2024	739					3259	AMZN MKTP US*RA1T	Long HDMI cable for office p	152.99
	03/25/2024	739					3259	SPECTRUM	Backup Internet	139.98
	04/11/2024	739					3259	NISC MIC	NISC Mic (Holsten)	1,095.00
	03/25/2024	739					3259	SMARTSHEET INC.	Suppot software (Holgate)	29.35
	03/27/2024	739					3259	AMZN MKTP US*2D5K	Projector (Meyer)	2,499.01
	03/17/2024	739					3259	AMZN MKTP US*R62C	iPad charging cables	59.73
	04/10/2024	739					3259	AMAZON.COM*KE68D	HDMI Cables short	42.32
	03/27/2024	739					3259	AMZN MKTP US*5B89	Wall mount for office project	137.41
	04/01/2024	739					3259	AMZN MKTP US*RA5	Screen protectors	17.38
	03/31/2024	739					3259	AMZN MKTP US*PG15	HDMI Splitter for projector	64.61
<b>Total for Tran-970:</b>										6,446.38
971	03/21/2024	740	Credit Card	32 - Operations - Line Depart	2642	KNIGHT, GAYLE R	2642	INT CONCRETE & ASP	Gravel	129.89
	03/21/2024	740					2642	INT CONCRETE & ASP	Gravel	229.29
	03/20/2024	740					2642	INT CONCRETE & ASP	Gravel	245.55
<b>Total for Tran-971:</b>										604.73
972	04/09/2024	741	Credit Card	31 - Operations	901	SCHLEKEWEY, DIANE A	901	ODP BUS SOL LLC # 10	Office Supplies	94.27
	04/08/2024	741					901	SQ *EVOLUTION MEDI	CDL Med Cert Appt Cardena	125.00
	04/09/2024	741					901	ODP BUS SOL LLC # 10	Office Supplies	75.79
	04/09/2024	741					901	ODP BUS SOL LLC # 10	Office Supplies	43.33
	04/09/2024	741					901	BETTENDORFS PRINTI	Meter Exchange Door Hanger	1,401.14
	03/28/2024	741					901	NWPPA	NWPPA Registration - G Patr	1,505.00
	04/08/2024	741					901	HEARTSMART	AED Replacement Batteries	821.78
<b>Total for Tran-972:</b>										4,066.31



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Tran	Date	Recon ID	Type	Credit Card/E-Payment	Vendor	Vendor Name	Merchant	Merchant Name	Reference	Amount
973	04/04/2024	748	Credit Card	51 - Power Management	2250	WELLER, ROXANNE K	2250	OPEN ACCESS TECHN	OATI NAESB Renewal	200.00
	03/19/2024	748					2250	FRED-MEYER #0163	Dog Balloon - Mikey's Chanc	11.95
	03/19/2024	748					2250	DOLLAR TREE	Plates - Mikey's Chance Fund	2.72
	03/18/2024	748					2250	ENERGY COMMUNITI	Reg Fee - Bldg Nuclear Partn	725.00
	03/25/2024	748					2250	ADMIN PRO NETWOR	Admin. Prof. Training/Confer	179.38
	03/18/2024	748					2250	WOODS & POOLE ECO	Subscrip. Renewal 2024 Data	195.00
<b>Total for Tran-973:</b>										1,314.05
974	03/20/2024	745	Credit Card	36 - Operations - Maintenanc	10608	PATRICK, GEORGE M	10608	CONS SUPPLY KENNE	faucet repair kits	53.70
	03/19/2024	745					10608	THE HOME DEPOT #47	gas can replacement spout	10.84
	03/26/2024	745					10608	THE HOME DEPOT #47	outlet covers	6.54
	03/19/2024	745					10608	SHERWIN WILLIAMS 7	paint	186.70
	03/20/2024	745					10608	THE HOME DEPOT #47	paint supplies	166.37
	03/25/2024	745					10608	(PC) 3627 CED	led lamps	448.93
	03/20/2024	745					10608	GRAINGER	v-belts hvac	406.81
	03/25/2024	745					10608	GRAINGER	filters	443.93
	03/20/2024	745					10608	GRAINGER	rubber gloves for spraying	35.70
	03/21/2024	745					10608	LOWES #00249*	hot water element	14.65
	04/11/2024	745					10608	THE HOME DEPOT #47	2 gal sprayer	18.45
	03/20/2024	745					10608	GRAINGER	v-belts hvac	304.25
	04/08/2024	745					10608	THE HOME DEPOT #47	cord replacement ends	12.98
	03/26/2024	745					10608	GRAINGER	filters	1,056.54
	03/28/2024	745					10608	AMZN MKTP US*P523	soundproof door draft stopper	34.76
	03/21/2024	745					10608	GRIGGS ACE KENNEW	hot water element	36.94
	04/09/2024	745					10608	SPELLBRITE	power cords for sign	79.95
<b>Total for Tran-974:</b>										3,318.04
976	04/16/2024	746	Credit Card	37 - Operations - (Support Sv	2026	KINTZLEY, ROY D	2026	O'REILLY 3630	credit, parts return	-99.62
							2026	PASCO A-PTS 0027915	credit, returns	-401.52
							2026	LITHIA CJD OF TRI-CIT	credit, parts return	-719.27
							2026	PASCO A-PTS 0027915	credit, parts return	-230.23
							2026	CORWIN FORD TRI-CI	credit, parts return	-326.10
							2026	CORWIN FORD TRI-CI	credit, parts return	-1,622.80
<b>Total for Tran - 976:</b>										-3,399.54

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Tran	Date	Recon ID	Type	Credit Card/E-Payment	Vendor	Vendor Name	Merchant	Merchant Name	Reference	Amount
977	03/28/2024	743	Credit Card	35 - Operations - Transforme	2503	GASTON, TODD	2503	ACE SALES AND SERV	portable toilet for sub	133.03
	03/28/2024	743					2503	ACE SALES AND SERV	portable toilet for sub	133.03
	04/11/2024	743					2503	THE HOME DEPOT #47	fuses	35.15
	03/29/2024	743					2503	AMZN MKTP US*R0430	protective gear for entering tra	194.99
	03/18/2024	743					2503	OFFICE DEPOT #962	log books for subs	95.61
	03/26/2024	743					2503	NORTH COAST ELECT	grouding clamps	631.52
	03/26/2024	743					2503	GRAINGER	storage cabinet for truck 78	153.29
<b>Total for Tran-977:</b>										1,376.62
978	04/09/2024	744	Credit Card	38 - Operations - Support Svc	10656	FLEENOR, RYAN A	10656	(PC) 3627 CED	LED Light Bulbs	897.86
	03/29/2024	744					10656	THE HOME DEPOT #47	Insulation	126.03
<b>Total for Tran-978:</b>										1,023.89
979	03/29/2024	749	Credit Card	TRAV - Travel Card	1017	NEWELL, PAULA A	1017	DOUBLETREE HOTELS	Wurz - WEI Hands On Relay	863.50
	04/09/2024	749					1017	HOTEL MURANO	Gaston - NWPPA E&O Conf	409.70
	03/25/2024	749					1017	SKAMANIA LODGE	Meyer - WPUDA	166.74
	03/27/2024	749					1017	LITTLE CREEK CASIN	Cobb - WPUDA Cust Svc Mt	117.70
	04/08/2024	749					1017	AGENT FEE 006704578	Agent Fee - Sidwell	37.00
	03/18/2024	749					1017	ALASKA AIR 02770447	Ochweri - NWPPA E&O Con	196.20
	04/08/2024	749					1017	DELTA AIR 006704578	Sidwell - NWPPA Annual Co	556.20
	04/09/2024	749					1017	HOTEL MURANO	Osterhout - NWPPA E&O Co	409.70
	04/09/2024	749					1017	HILTON HOTEL SAN D	Sawyer - Tableau	341.48
	04/09/2024	749					1017	HOTEL MURANO	Garner - NWPPA E&O Conf	409.70
	04/09/2024	749					1017	HOTEL MURANO	Dobrec - NWPPA E&O Conf	409.70
	04/09/2024	749					1017	HOTEL MURANO	Scott - NWPPA E&O Conf	409.70
	04/11/2024	749					1017	COURTYARD BY MAR	Schafer - NWPPA ETF/E&O	960.96
	04/01/2024	749					1017	DELTA AIR 006704525	Hall - APPA Policy Maker	2.80
	04/09/2024	749					1017	HILTON HOTEL SAN D	Demory - Tableau	341.48
	03/27/2024	749					1017	LITTLE CREEK CASIN	Maki - WPUDA Cust Svc Mt	117.70
	03/18/2024	749					1017	AGENT FEE 027704479	Agent Fee - Ochweri	37.00
	04/01/2024	749					1017	AGENT FEE 006704525	Agent Fee - Hall	37.00
<b>Total for Tran-979:</b>										5,824.26

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**CC/E-Payment Vendor:** 3098 - US BANK CORPORATE PAYMENT SYSTEM

<u>Tran</u>	<u>Date</u>	<u>Recon ID</u>	<u>Type</u>	<u>Credit Card/E-Payment</u>	<u>Vendor</u>	<u>Vendor Name</u>	<u>Merchant</u>	<u>Merchant Name</u>	<u>Reference</u>	<u>Amount</u>
980	03/19/2024	742	Credit Card	34 - Operations - Meter Shop	1466	BRADSHAW, GORDON J	1466	AMZN MKTP US*RH2O	Amazon, bolts	156.52
	03/18/2024	742					1466	KIE SUPPLY - KENNE	Kie, PVC connectors	427.44
	04/14/2024	742					1466	AMAZON.COM	Amazon ethernet supplies	115.80
	03/27/2024	742					1466	PLATT ELECTRIC 006	Platts, Shop tools	131.81
	04/11/2024	742					1466	AMZN MKTP US*0N64	Amazon Scada Racks	371.64
									<b>Total for Tran-980:</b>	1,203.21

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CC/E-Payment Vendor: 3098 - US BANK CORPORATE PAYMENT SYSTEM

Tran	Date	Recon ID	Type	Credit Card/E-Payment	Vendor	Vendor Name	Merchant	Merchant Name	Reference	Amount
981	04/01/2024	746	Credit Card	37 - Operations - (Support Sv	2026	KINTZLEY, ROY D	2026	SHERMAN + REILLY I	TR1138, fuel tank	2,693.90
	04/01/2024	746					2026	PASCO A-PTS 0027915	#175, shock	136.77
	04/01/2024	746					2026	PASCO A-PTS 0027915	#175, shock obsorber	120.96
	04/01/2024	746					2026	CORWIN FORD TRI-CI	#132, injectors & glow plugs	4,943.99
	04/01/2024	746					2026	PASCO A-PTS 0027915	#225, battery	155.84
	04/01/2024	746					2026	LITHIA CJD OF TRI-CI	#225, step kit	604.81
	04/04/2024	746					2026	PASCO A-PTS 0027915	filters & wiper blades	123.47
	04/01/2024	746					2026	PASCO A-PTS 0027915	#58, battery	153.11
	04/02/2024	746					2026	PASCO A-PTS 0027915	#120, gear oil	58.39
	04/01/2024	746					2026	PASCO A-PTS 0027915	#140, cable tie mount	30.22
	04/10/2024	746					2026	PASCO A-PTS 0027915	filters, DEF & battery	714.60
	04/01/2024	746					2026	WWW.CENTURYTOOL	a/c machine switch	115.50
	04/01/2024	746					2026	CORWIN FORD TRI-CI	#184, seal	10.86
	04/01/2024	746					2026	PASCO A-PTS 0027915	filters & wiper blades	124.94
	04/03/2024	746					2026	PASCO A-PTS 0027915	#175, coil spring	347.49
	04/01/2024	746					2026	ALTEC INDUSTRIES, I	#189, hyd valve sealm & boot	321.42
	04/11/2024	746					2026	360 AUTOMOTIVE RE	#204	1,302.99
	04/01/2024	746					2026	O'REILLY 3630	#90, rust treatment	26.39
	04/01/2024	746					2026	CORWIN FORD TRI-CI	#175, front shocks	199.66
	04/01/2024	746					2026	O'REILLY 3630	#160, reservoir cap	8.41
	04/01/2024	746					2026	PASCO A-PTS 0027915	tool, t40 torx bit	12.12
	04/01/2024	746					2026	CORWIN FORD TRI-CI	#184, radiator fan	122.83
	04/02/2024	746					2026	O'REILLY 3630	#120, axle seal	5.17
	04/01/2024	746					2026	CORWIN FORD TRI-CI	#175, shock mount	63.70
	04/01/2024	746					2026	O'REILLY 3630	tape	3.61
	04/03/2024	746					2026	PASCO A-PTS 0027915	#189, gear oil	129.83
	04/01/2024	746					2026	O'REILLY 3630	#191, mirror glue	4.88
	04/10/2024	746					2026	PASCO A-PTS 0027915	#198, light	34.50
	04/01/2024	746					2026	AFFORDABLE WINDS	#140, windshield replace	419.86
	04/03/2024	746					2026	SPECK BUICK GMC OF	#58, door handle	66.12
	04/01/2024	746					2026	DIRECT AUTO DISTRI	#184, water pump	121.86
	04/01/2024	746					2026	OSW EQUIPMENT & R	#178, hyd tank gauge	71.76
	04/02/2024	746					2026	TRUCK PRO	#120,diff bolt	7.71
	04/01/2024	746					2026	O'REILLY 3630	#184, belt tensioner	141.94
	04/11/2024	746					2026	AUTOBAHN AUTO CA	car wash	10.00

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CC/E-Payment Vendor: 3098 - US BANK CORPORATE PAYMENT SYSTEM

Tran	Date	Recon ID	Type	Credit Card/E-Payment	Vendor	Vendor Name	Merchant	Merchant Name	Reference	Amount
	04/01/2024	746					2026	PASCO A-PTS 0027915	#225, battery	227.14
	04/01/2024	746					2026	PASCO A-PTS 0027915	#175, brake calipers	285.34
	04/01/2024	746					2026	PASCO A-PTS 0027915	filters, DEF & wiper blades	291.81
	04/01/2024	746					2026	SQ *CLUSTER FIX	#139, repair gauges	271.75
	04/01/2024	746					2026	PASCO A-PTS 0027915	#205, oil anallysis kit	32.45
	04/01/2024	746					2026	THE HOME DEPOT #47	#90, boom repair items	25.11
	04/01/2024	746					2026	O'REILLY 3630	#184, headlight harness	6.95
	04/02/2024	746					2026	O'REILLY 3630	#189, brake pads, rotors & rea	255.00
	04/01/2024	746					2026	PASCO A-PTS 0027915	#175, brake pads	92.06
	04/01/2024	746					2026	THE HOME DEPOT #47	TR1138, fuel fittings	28.26
	04/11/2024	746					2026	O'REILLY 3630	#190, starter	221.05
	04/04/2024	746					2026	ALTEC INDUSTRIES, I	#189, outrigger valve	824.71
	04/01/2024	746					2026	CORWIN FORD TRI-CI	#184, water pump	326.10
	04/01/2024	746					2026	SNAP ON	shop tool, ford injector tool	76.91
	04/01/2024	746					2026	PASCO A-PTS 0027915	#121, led light	33.46
	04/11/2024	746					2026	O'REILLY 3630	#190, starter	99.62
<b>Total for Tran-981:</b>										16,507.33
982	04/11/2024	736	Credit Card	44 - Customer Service	2563	MAKI, KIMBERLEE R	2563	NISC MIC	NISC MIC RESERVATION	1,095.00
	03/20/2024	736					2563	USPS PO 5440320336	BRM Permit	320.00
	04/11/2024	736					2563	NISC MIC	NISC MIC RESERVATIONS	1,095.00
<b>Total for Tran-982:</b>										2,510.00

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Tran	Date	Recon ID	Type	Credit Card/E-Payment	Vendor	Vendor Name	Merchant	Merchant Name	Reference	Amount
983	04/05/2024	733	Credit Card	01 - Executive	2854	PREDDIE, BRENDA J	2854	GRID BRIEF	Grid Brief Newsletter Sub-R	150.00
	04/01/2024	733					2854	D J*WALL-ST-JOURNA	WSJ Monthly Subscription	42.38
	03/16/2024	733					2854	ODP BUS SOL LLC # 10	Office Depot-Card for Tickets	18.79
	04/11/2024	733					2854	AMERICAN PUBLIC PO	APPA National Conf Reg-L S	1,175.00
	03/19/2024	733					2854	PRINT PLUS	Print Plus-Rack Cards Credit	-41.03
	04/10/2024	733					2854	MCCLATCHY ADVERT	Tri-City Herald Legal Ad	158.05
	03/18/2024	733					2854	WASHINGTON PUD AS	WPUDA-Annual Conf Reg-L	550.00
	04/05/2024	733					2854	NWPPA	NWPPA Annual Conf Reg-K	950.00
	04/09/2024	733					2854	4 ALL PROMOS	4 All Promos-Tri-Tech/STEM	631.13
	04/01/2024	733					2854	GOOGLE CLOUD MZK	Google Cloud-Website Transl	9.82
	04/04/2024	733					2854	CBSHRM	CBSHRM-Spring Conf Reg-	150.00
	03/19/2024	733					2854	NWPPA	NWPPA Reg-Sidwell/Dahl	1,830.00
	04/04/2024	733					2854	FRANKLIN PLANNER	Franklin Planner-J Henderson	61.86
	03/19/2024	733					2854	CBSHRM	CBSHRM-Spring Conf Reg-	30.00
	03/22/2024	733					2854	MILLIMAN COMPENS	Milliman-NW Mgmt/Prof Sal	1,190.27
	03/20/2024	733					2854	CULVER COMPANY IN	Culver-Salmon Pwr Bookmar	988.87
	04/04/2024	733					2854	4IMPRINT, INC	4Imprint-Highlighters for Car	455.32
	03/25/2024	733					2854	WAPRO	WAPRO-2024 Spr Conf Reg-	65.00
	03/14/2024	733					2854	ASSOCIATION OF WAS	AWC Labor Rel Conf Reg-D	495.00
	04/10/2024	733					2854	CULVER COMPANY IN	Culver-Electrical Safety Book	969.69
	03/19/2024	733					2854	PRINT PLUS	Print Plus-Rack Cards	41.03
	03/25/2024	733					2854	ADMIN PRO NETWOR	Admin Pro-April Training Re	179.38
	04/10/2024	733					2854	LOURDES OCC HEALT	Lourdes Health-Physicals/DO	140.00
	04/09/2024	733					2854	THE CITY OF PROSSER	City of Prosser-Event Sponsor	1,000.00
	03/26/2024	733					2854	PAYPAL *ATOMICSCR	Atomic-New Employee Cloth	62.44
	04/03/2024	733					2854	CBSHRM	CBSHRM-Spring Conf Reg-	150.00
	04/02/2024	733					2854	ASSOCIATION OF WAS	AWC Labor Rel Conf-Mellin	495.00
	04/02/2024	733					2854	LINKEDIN RECRUITER	LinkedIn-HR Recruiting	184.78
	04/12/2024	733					2854	WWW.BRANDONHAL	Brandon Hall-Application Fee	575.00
	04/05/2024	733					2854	10TH AVE CLEANERS	10th Ave Cleaners-Tablecloth	48.70
	03/22/2024	733					2854	IN *STAFF TESTING, I	Staff Testing-SHL Aptitude T	1,364.00
	03/31/2024	733					2854	FACEBK 997PRYBA32	Facebook-Ads/Boosts	20.00
<b>Total for Tran-983:</b>										14,140.48

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# ACCOUNTS PAYABLE CC/E-PAYMENT CHARGES

Page 26

## ALL

CC/E-Payment Vendor: 3098 - US BANK CORPORATE PAYMENT SYSTEM

Tran	Date	Recon ID	Type	Credit Card/E-Payment	Vendor	Vendor Name	Merchant	Merchant Name	Reference	Amount
984	04/09/2024	735	Credit Card	11 - Finance & Business Serv	1091	BLACKWELL, LURII	1091	WASHINGTON PUD AS	Herrington 2024 Spring Finan	75.00
	03/25/2024	735					1091	ODP BUS SOL LLC # 10	Whiteboard - Folta	465.10
	03/25/2024	735					1091	ODP BUS SOL LLC # 10	Whiteboard - Edwards	465.10
	04/09/2024	735					1091	WASHINGTON PUD AS	Zirker 2024 Spring Finance	75.00
	04/09/2024	735					1091	WASHINGTON PUD AS	Mercer 2024 Spring Finance	75.00
	04/03/2024	735					1091	AMZN MKTP US*864J3	Binder	13.36
	04/04/2024	735					1091	AMZN MKTP US*BY1S	Brandy wrist/keyboard cushio	27.16
	04/10/2024	735					1091	ODP BUS SOL LLC # 10	Business Cards - Grandgeorge	46.41
	04/11/2024	735					1091	NWPPA	Zirker Conference Registratio	890.00
	03/27/2024	735					1091	ESMARTPAYROLL PA	2024 1st Qtr Form 941	7.45
	04/10/2024	735					1091	ODP BUS SOL LLC # 10	Business Cards - Grandgeorge	46.41
	04/11/2024	735					1091	ODP BUS SOL LLC #10	Whiteboard - Meyer	472.18
	04/13/2024	735					1091	ODP BUS SOL LLC #10	Business Cards - Mercer & M	92.82
	04/08/2024	735					1091	CITY OF KENNEWICK	Police Report	7.48
	03/15/2024	735					1091	THE CITY OF PROSSER	Police Records	3.20
	03/25/2024	735					1091	WASHINGTON PUD AS	Meyer 2024 WPUDA Confer	550.00
	03/25/2024	735					1091	AMZN MKTP US*RH2Q	Magnetic pen holder	14.32
<b>Total for Tran-984:</b>										3,325.99

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# ACCOUNTS PAYABLE CC/E-PAYMENT CHARGES

Page 27

## ALL

CC/E-Payment Vendor: 3098 - US BANK CORPORATE PAYMENT SYSTEM

Tran	Date	Recon ID	Type	Credit Card/E-Payment	Vendor	Vendor Name	Merchant	Merchant Name	Reference	Amount
975	04/04/2024	747	Credit Card	39 - Operations - Warehouse	1465	PURDOM, KRISTI L	1465	GRAINGER	SAFETY GLASSES	37.21
	04/04/2024	747					1465	GRAINGER	ORANGE MARKING PAIN	61.04
	04/02/2024	747					1465	BDI TRANSFER	YARD CLEAN-UP	124.32
	03/19/2024	747					1465	ARNETT INDUSTRIES	HOLDER FOR 6 TON COM	246.13
	03/19/2024	747					1465	BDI TRANSFER	YARD CLEAN-UP	123.49
	03/14/2024	747					1465	ANIXTER INC - UPS	WRAP-ON COVERS	3,589.98
	04/08/2024	747					1465	HOMEDEPOT.COM	STEEL FISH TAPE	239.01
	04/04/2024	747					1465	GRAINGER	WHITE MARKING PAINT	517.20
	03/18/2024	747					1465	BDI TRANSFER	YARD CLEAN-UP	105.26
	03/26/2024	747					1465	GRAINGER	HAND CLEANER	129.18
	03/15/2024	747					1465	ANIXTER INC - UPS	FREIGHT CHARGE WRAP-	361.77
	03/19/2024	747					1465	RAY POLAND AND SO	CONCRETE DISPOSAL	125.13
	04/10/2024	747					1465	BDI TRANSFER	YARD CLEAN-UP	100.28
	04/10/2024	747					1465	BDI TRANSFER	YARD CLEAN-UP	106.09
	03/15/2024	747					1465	AMZN MKTP US*R60M	EXACTO KNIFE BLADES	9.76
	04/03/2024	747					1465	ENERGY NORTHWEST	TOOL REPAIR CALIBRATI	1,008.00
	04/10/2024	747					1465	BDI TRANSFER	YARD CLEAN-UP	107.74
	03/21/2024	747					1465	BDI TRANSFER	YARD CLEAN-UP	139.24
	03/29/2024	747					1465	AMAZON.COM*PO3IB	LEATHER GLOVES FOR S	898.80
	03/20/2024	747					1465	PY *GREG WALDEN	BPUD HATS	1,346.58
	04/01/2024	747					1465	FERRELL *GAS LP	PROPANE	113.36
	04/02/2024	747					1465	ENERGY NORTHWEST	TOOL REPAIR CALIBRATI	1,008.00
	04/10/2024	747					1465	ULINE *SHIP SUPPLIE	HIGH VIS SAFETY VESTS	467.36
	03/14/2024	747					1465	ZORO TOOLS INC	TUFF-TOTE LEATHER CA	584.79
	03/18/2024	747					1465	BDI TRANSFER	YARD CLEAN-UP	139.24

**Total for Tran-975:** 11,688.96

**Total Charges for CC/E-Payment Vendor - 3098: (18)** 72,932.68

**Total Voids for CC/E-Payment Vendor - 3098: (0)** 0.00

**Total for CC/E-Payment Vendor - 3098: (18)** 72,932.68

**Grand Total for Charges: (18)** 72,932.68


**Grand Total for Voids: (0)** 0.00





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<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Info Only/Possible Action
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**COMMISSION MEETING AGENDA ITEM**

Subject:	Work Order 647875 – GUM-4 Bowles Road Reconductor	
Agenda Item No:	5d	
Meeting Date:	May 28, 2024	
Authored by:	Shanna Everson	<i>Staff Preparing Item</i>
Presented by:	Evan Edwards	<i>Staff Presenting Item</i>
Approved by (dept):	Steve Hunter	<i>Director/Manager</i>
Approved for Commission review:	Rick Dunn 	<i>General Manager</i>

**Motion for Commission Consideration:**

Motion approving work order 647875 for the construction and reconductor of an existing overhead line from 460’ South of the intersection of Bowles and Oak, on Oak St. along Bowles Rd. East to 200605 E Bowles Rd.

**Recommendation/Background**

This project will rebuild roughly 4500’ of existing 3/0 ACSR conductor with 336 AAC feeder conductor on new poles and framing.

This project increases capacity and improves voltage during Hedges feeder #3 outages, and Hedges Substation Bay outages when Gum Substation feeder #4 is used to feed Hedges Substation load during contingencies.

Additionally, this reconductor will build on the district’s previous upgrade investments in the area, and compliment projects currently under construction.

**Summary**

Approval of work order 647875 will authorize the construction and reconductor of the existing overhead GUM-4 feeder, which will increase load capacity, optimize load transfer, increase reliability, and improve the outage contingency support in the area.

**Fiscal Impact**

The estimated project cost is \$340,919.03. This project is included in the 2024 budget.

# Projects to be Presented at the Benton PUD

## Commission Meeting On

May 28<sup>th</sup>, 2024

**Project Name:** Bowles Rd. Reconductor

**WO#:**647875

**Location:** 460' South of the intersection of Bowles and Oak, on Oak St. along Bowles Rd. East to 200605 E Bowles Rd.

**Justification:** Reconductor of the GUM-4 Feeder for load transfer capabilities.

### Location Map








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**COMMISSION MEETING AGENDA ITEM**

Subject:	Work Order #686397 – 7000 Blk of W 15 <sup>th</sup> Ave - Cable Replacement	
Agenda Item No:	5e	
Meeting Date:	MAY 28, 2024	
Authored by:	Jeff Vosahlo	<i>Staff Preparing Item</i>
Presented by:	Evan Edwards	<i>Staff Presenting Item</i>
Approved by (dept):	Steve Hunter	<i>Director/Manager</i>
Approved for Commission review:	Rick Dunn 	<i>General Manager</i>

**Motion for Commission Consideration**

Motion approving work order #686397 for the replacement of primary underground cables located in and around the 7000 blk of W 15<sup>th</sup> Ave.

**Background/Summary**

The cables to be replaced have been in service for over 40 years and are at the end of their serviceable life. This work order will abandon the existing failing cable in place and install new conduit and associated cable via directional boring and conventional trenching. The District has experienced multiple cable failures in this area in the past few years. The existing cables are direct buried and non-jacketed qualifying them for the District’s cable replacement program.

**Recommendation**

Approval of work order #686397 will allow the District to replace the existing cables and install a conduit system improving reliability in the area.

**Fiscal Impact**

The estimated project cost is \$138,685.56 with Labor costs of \$127,115.87 and material costs of \$11,569.69. The work is included in the 2024 budget for cable replacement.



# Projects to be Presented at the Benton PUD

## Commission Meeting On

May 28, 2024

**Project Name:** 7000 Blk of W 15<sup>th</sup> Ave – Cable Replacement

**WO#:**686397

**Location:** 7000 Blk of W 15<sup>th</sup> Ave

**Justification:** Replace failing underground primary cables.


### Location Map





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**COMMISSION MEETING AGENDA ITEM**

Subject:	Contract #22-38-02 – Altec Industries - 60’ Telescopic Aerial Cab and Chassis – Change Order #2	
Agenda Item No:	5f	
Meeting Date:	May 28, 2024	
Authored by:	John Schafer	<i>Staff Preparing Item</i>
Presented by:	John Schafer	<i>Staff Presenting Item</i>
Approved by (dept):	Steve Hunter	<i>Director/Manager</i>
Approved for Commission review:	Rick Dunn 	<i>General Manager</i>

**Motion for Commission Consideration**

Motion authorizing the General Manager or designated representative on behalf of the District to approve Change Order #2 to Contract #22-38-02 with Altec Industries to account for inflationary cost increase and component addition in the amount of \$34,453.00 for a new Not-To-Exceed amount of \$364,039.00 and to extend the term of the contract to December 31, 2025.

**Background/Summary**

District staff opened bids on March 31, 2022, at 2:00 p.m. The bid was awarded to Altec Industries for \$313,145.00 for 60’ Telescopic Aerial cab and chassis. The bid was based on price truck at the time of bid. The cost for the truck and build has increased by \$34,453.00. Increased cost for Model/year \$27,352.97. This cost for additional PTO is \$7100.03. With out additional PTO the front winch and capstan would only work at half speed. Also, this contract will need to extend to December 31, 2025, to allow for build.

**Recommendation**

By increasing the amount of \$34,453.00 Altec will be able to proceed with the build of the 60’ telescopic aerial cab and chassis.

**Fiscal Impact**


This was budgeted in 2024 budget out of Department 38. This will be an amended budget item moving to 2025. The new NTE will be \$364,039.00.





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**COMMISSION MEETING AGENDA ITEM**

Subject:	Contract 24-21-07 – Prater Electric Inc. – Vista Bay # Foundation, Footing, & Conduit Construction – Change Order #1	
Agenda Item No:	5g	
Meeting Date:	May 28, 2024	
Authored by:	Evan Edwards	<i>Staff Preparing Item</i>
Presented by:	Evan Edwards	<i>Staff Presenting Item</i>
Approved by (dept):	Steve Hunter	<i>Director/Manager</i>
Approved for Commission review:	Rick Dunn 	<i>General Manager</i>

**Motion for Commission Consideration**

Motion authorizing the General Manager or designated representative on behalf of the District to approve Change Order # 1 to Contract# 24-21-07 - Prater Electric Inc. Vista Bay #1 Foundation, Footings, & Conduit Construction increasing the not-to-exceed amount of the contract by \$15,782.00, bringing the new NTE amount to \$165,782.00 plus WA State sales tax in accordance with RCW 54.04.080.

**Background/Summary**

During construction efforts to upgrade Vista Bay #1 at Vista Substation, the District’s contractor, Prater Electric Inc., issued the staff a request for a change order in the amount of \$15,782 in addition to the original bid price of \$150,000.

The field change order detailed previously unknown conditions that had to be overcome while completing tasks originally bid. The previously unknown conditions were:

- Removal of the original switchgear pad which turned out to be greater than 12” thick rather than 6” thick indicated on the bid documents.
- Removing the original switchgear from the pad. Requiring cutting welds as the old equipment was welded to steel plate integral to the pad.
- Removal of two additional concrete encased 6” conduits not shown on the original bid documents.

The Previously unknown condition required additional labor, equipment rental time, and disposal fees.

**Recommendation**

Issuing this change order allowed for work to progress by removing these obstacles and prepare for the new placement of footing for the metering structure, foundation for the new switchgear, and the installation of new 6” feeder getaway conduits.



**Fiscal Impact**


The original estimate for this project was \$1,058,617 and was included in the 2024 budget. The additional change order #1 price and current costs will require an amendment to the 2024 budget.





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<input type="checkbox"/>	Info Only/Possible Action
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**COMMISSION MEETING AGENDA ITEM**

Subject:	Contract Award Recommendation – General Contractor for Perimeter Fencing Project – BID #24-38-01	
Agenda Item No:	5h	
Meeting Date:	May 28, 2024	
Authored by:	Jennifer Holbrook	<i>Staff Preparing Item</i>
Presented by:	Jennifer Holbrook	<i>Staff Presenting Item</i>
Approved by (dept):	Steve Hunter	<i>Director/Manager</i>
Approved for Commission review:	Rick Dunn 	<i>General Manager</i>

**Motion for Commission Consideration**

Motion authorizing the General Manager or Designated Representative on behalf of the District to sign Contract #24-38-01 for General Contractor for Perimeter Fencing Project – Benton PUD to Siefken & Sons Constructions, Inc. of Richland, WA for an amount of \$608,557.95 plus Washington State sales tax in accordance with RCW 54.04.080.

**Background/Summary**

Bids were opened on Wednesday May 15, 2024, at 2pm for the General Contractor to install perimeter fencing at Benton PUD’s Administration and Operations campus in Kennewick. The District received quotes as follows:

Bidder	Total	Estimate
Siefken & Sons Construction, Inc.	\$579,579.00	\$1,200,000.00
Game Inc.	\$600,000.00	

Contract is being awarded as a not to exceed total of the submitted Bid price + 5%. This 5% allows for minor adjustments to the project to align with as found field conditions (such as unanticipated rock for electrical trenching) or if the need arises for the District to incorporate small scope changes to accommodate construction needs.

**Recommendation**

Awarding this bid will allow the District to provide perimeter fencing and secure parking for all employees at the Kennewick campus – addressing several security concerns identified during the 2020 physical security assessment.

**Fiscal Impact**

\$1,060,000 was included in the 2024 Capital Budget for this project.



## CONTRACT

24-38-01

### General Contractor for Perimeter Fencing Project – Benton PUD

On this 28th day of May, 2024, **SIEFKEN & SONS, INC.** (the *Contractor*) and **PUBLIC UTILITY DISTRICT NO.1 of BENTON COUNTY** (the *District*) agree to be bound by the following terms and conditions:

1. The *Contractor* agrees to perform the work and furnish labor, equipment, and certain materials in accordance with the plans and specifications.
2. The *Contractor*, in the performance of the work herein specified, shall be considered an independent contractor solely responsible for the performance of said work and any damage resulting therefrom.
3. The *Contractor* shall comply with Revised Code of Washington Section 39.12, providing for payment of prevailing wages. No workman, laborer, or mechanic employed in the performance of any part of this contract shall be paid less than the 'prevailing rate of wage' as determined by the industrial statistician of the Department of Labor and Industries. The schedule of the prevailing wage rates for the locality or localities where this contract will be performed is by reference made a part of this contract as though fully set forth herein.

It will be the responsibility of the *Contractor* to pay all filing fees necessary to comply with RCW 39.12.

4. *Contractor* shall protect, hold free and harmless, defend and pay on behalf of Public Utility District No. 1 of Benton County (including its managers, commissioners and



employees) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments, (including attorney's fees) resulting from injury or death, sustained by any person (including contractor's employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with *contractor's* performance of this contract. *Contractor's* hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence whether passive or active, on the part of *contractor* (its agents or employees); except, that this agreement shall not be applicable to injury, death, or damage to property or persons arising from the negligence or the willful misconduct of Public Utility District No. 1 of Benton County, its managers, commissioners, and employees.

In any and all claims against the *District* by any employee of *Contractor*, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, or other employee benefit acts, AND *CONTRACTOR SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.*

5. The *Contractor* hereby accepts exclusive liability for payment of any and all taxes (federal and/or state) required to be paid by the *Contractor*, the employees of such *Contractor*, or by any subcontractors or the officers or employees of such subcontractors, to any governmental agency, commission or authority having jurisdiction in the premises, under the provisions of any unemployment insurance, social security and/or pension plans established by law insofar as said taxes pertain to work performed under this contract. It is expressly understood and agreed that the *Contractor* will save and hold harmless the *District* from any and all liability whatsoever for the deduction, collection, and/or payment of any such sums or the



performance of any of the requirements aforesaid.

6. The *Contractor* agrees to meet all requirements that may be specified under regulations of any governmental agency, commissioner or authority having jurisdiction in the premises insofar as said requirements relate to work performed under this contract. It is expressly understood and agreed that the *Contractor* will save and hold harmless the *District* from any and all liability whatsoever for the deduction, collection, and/or payment of any such sums or the performance of any of the requirements aforesaid.
7. The *Contractor* agrees to comply with provisions set forth in Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, 38 U.S.C. § 4212 of the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended and all provisions of 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).
8. The *Contractor* will be required to furnish a Performance Bond in the form attached hereto with a surety authorized to do business in the State of Washington, in a penal sum not less than the contract price for all projects over \$50,000.00.
9. The *Contractor* agrees to warrant all work, for a period of one year, against defects in such work as desired in the plans and specifications, or other contract documents. Such warranty from the date of acceptance of the work by the *District*.
10. The *Contractor* will not sublet any of the work to be performed by him under the terms of this agreement and will not assign this contract or any rights hereunder, without first obtaining the written approval of the *District*.
11. It is agreed that neither the *District* nor the *Contractor* shall be held liable for work stoppage caused by strikes, injunction suits, acts of God or the public enemy, or causes



beyond the control of the parties.

12. Payment to the *Contractor* for work performed shall be as follows:
  - a. For a contract with a completion schedule of forty-five (45) calendar days or less the payment shall be after the work is completed and has been finally accepted by the District.
  - b. For a contract with a completion schedule greater than forty-five (45) calendar days, the District will make progress payments for work performed. The District shall make payment to the Contractor for construction accomplished during the preceding calendar month on the basis of completed construction certified by the Contractor, and approved by the District's representative solely for the purpose of payment.

No payment shall be made until the *Contractor's* and Subcontractor's "Statement of Intent to Pay Prevailing Wages" has been certified by the Department of Labor and Industries and a copy so certified has been furnished to the *District* by the *Contractor* and all Subcontractors. On contracts \$50,000.00 and greater, five percent (5%) of the amount of each payment shall be withheld until final acceptance of the completed contract by the *District* and the expiration of the thirty-day (30-day) period for filing of liens as provided by law and until: (1) the *Contractor's* and Subcontractor's "Affidavit of Wages Paid" has been certified by the Department of Labor and Industries and a copy so certified has been furnished the *District* by the *Contractor* and all subcontractors, (2) a certificate is received from the Audit section of the State Department of Revenue (contracts over \$50,000.00) authorizing the payment of the retained fund, and (3) a certificate of release from the Dept. of Labor & Industries has been furnished to the *District*. A Notice of Completion of Public Works Contract will be filed with the State Department of Revenue by the *District* upon acceptance of the Contract by the *District*. It will be the responsibility of the *Contractor* to notify the Dept. of Labor & Industries of contract completion.





13. If the *District* is dissatisfied with the quality of work being performed relative to workmanship and/or compliance with the plans and specifications, the *District* will inform the *Contractor* in writing of the dissatisfaction, and if the *Contractor* has failed to comply with the *District's* requests within two (2) days, then the *District* may terminate this agreement by providing five (5) days written notice to the *Contractor*. This contract may be canceled by either party upon receipt of thirty (30) days written notice from the other party. All work shall be done in a workmanlike manner. All work, material, and locations of equipment are subject to *District* approval.
  
14. The *Contractor* shall have, and maintain throughout the Contract period, insurance, and benefits in the following minimum requirements:
  - a. Workers' compensation insurance, Social Security, Federal Income Tax deductions, and any other taxes or payroll deductions required by law for, or on behalf, of its employees.
  
  - b. Employer's liability, commercial general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance, with each policy having maximum limits of not less than \$1,000,000.
  
  - c. Contractor shall provide an endorsement on the Commercial General Liability and Property Damage policy naming the District as additional insured and add a separation of insured clause or a cross liability endorsement.

The District shall have the right at anytime to require commercial general liability, automobile liability, and property damage insurance greater than those required in subsection (b) of this section.



Contractor shall deliver to the Procurement Department of the District, no later than ten (10) days after award of the Agreement, but in any event prior to execution of the Agreement by the District and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificates shall provide that not less than thirty (30) days advance notice will be given in writing to the District prior to cancellation, termination or alteration of said policies of insurance. Such advance notice of cancellation, termination, or alteration of said policies shall be delivered to the Procurement Department of the District.

15. The *Contractor* shall at all times take all reasonable precautions for the safety of employees on the work and of the public and shall comply with all applicable provisions of federal, state, and municipal safety laws and building and construction codes.
  
16. The following documents are, by this reference, incorporated into and made a part of this Small Works Agreement.

*Appendix A - Statement of Work*

*Appendix B - Schedule of Payments*

*Appendix C - Special Conditions (if applicable)*

*Exhibit – 1 – Performance Bond*

*Exhibit – 2 - Certification of Compliance with Wage Payment  
Statutes Form*

**The District is a public entity subject to the disclosure requirements of the Washington Public Records Act of RCW 42.56. The Vendor expressly acknowledges and agrees that its proposal and any information Vendor submits with its proposal or which Vendor submits to the District in its performance of any contract with the District is subject to public disclosure pursuant to the Public Records Act or other applicable law and the District may disclose Vendor’s proposal and/or accompanying information at its sole discretion in accordance with its obligations under applicable law.**



The District must comply with the Preservation and Destruction of Public Records RCW 40.14. The Vendor expressly acknowledges and agrees that it will maintain all records and documentation related to the contract in accordance with its obligations under applicable law.

In the event that the District receives a request pursuant to the Washington Public Records Act, or other legal process requesting or mandating disclosure of any information or documents submitted to the District by Vendor, the District's sole obligation shall be to notify the Vendor promptly, so that the Vendor at Vendor's expense and cost, may seek court protection of any of the requested information Vendor deems confidential.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

**PUBLIC UTILITY DISTRICT NO. 1  
OF BENTON COUNTY**

**SIEFKEN & SONS, INC.**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

WA ST CONTRACTOR'S REGISTRATION NO:  
\_\_\_\_\_

TAX IDENTIFICATION NO:  
\_\_\_\_\_



## **Appendix A Statement of Work**

Contractor shall provide all work required including supervision, equipment, labor, materials, and incidentals for a complete installation of the work described in BID #24-38-01, Specifications and detailed in the drawings.

Approved Subcontractors

1. Big D's construction
2. Wheelhouse Electric
3. Frontier Fence

Modify and expand perimeter fencing at Benton PUD property located at 2721 w. 10<sup>th</sup> Ave. and 1500 S. Ely St. in Kennewick, WA.

General Contracting Services to modify and expand perimeter fence, gates and gate controllers that complies with specifications and drawings provided with this bid. Work to include trenching, conduit, electrical for gate controllers and designated 120V outlets to be installed as designated on drawings provided (Attachment A & B)

All gate controller locations will require electrical wiring along with a spare conduit for future fiber use (Attachment A & B).

All pedestrian gates will include electrified door hardware that will be tied into the existing Access Control System.

Electrical work will include trenching, conduit and electrical services for access control at all gate locations (except Gate #5) based on attached site plans. Additional 2" conduit in each trench will be added for future fiber use along with 2 each spare 6" conduits based on site plan or future fiber use.

### **Special Instructions**

The Bidder will be required to obtain underground utility locates in accordance with Washington State Law and for coordinating work with underlying property owners. Most of the work will be done in District easements.

The Bidder shall be responsible for providing Flaggers and Traffic Control Plans when needed in accordance with State, County, and City regulations.

The District's designee will be on-site periodically during construction. The Bidder is responsible for coordinating the construction schedule and communicating with the designee to ensure availability for clarifications and approving activities during project.



The Contractor shall be responsible for maintaining a safety program in accordance with the laws of Washington State.

- A. The Contractor's primary point of contact will be the District's designated Contract Work Manager (CWM).
- B. It is the District's intent to award this contract as a single project to a General Contractor to oversee all Subcontractors related to the work defined.
- C. The District reserves the right to remove certain construction units or segments from the contract award or the Contractors Scope of Work at time of award of contract.

**Additional Instructions:**

- A. Contractor shall provide red-line "as-built" markups of the work performed.
- B. Remove trees, brush and other obstacles along the fence line. Dispose of material so removed in accordance with the requirements of Clearing and Grubbing.
- C. Excavate holes to depth indicated. Clear all post holes of loose material and spread waste material where directed. Eliminate ground surface irregularities along the fence line to the extent necessary to maintain a 2-inch maximum clearance between the bottom of fabric and finish grade.
- D. Set posts plumb to the spacing and depth shown on Bid.
- E. Concrete for post and brace bases to be Class 3000 psi concrete with the tops crowned to drain.
- F. Changes in line where the angle of deflection 30" or more are considered corners, and a corner brace must be installed. Terminate intersecting fences as shown on the Bid.
- G. When drilling into rock is required to set a post, posts may be shortened, provided a minimum length of 12 inches of post is grouted in the rock.



- H. Brace intersecting fencing at the intersection of the new fence with a terminal brace as shown on the Bid.
  
- I. Braces for chain link fence. No fence is to extend more than 300 feet between adjacent braces. Install line braces at reasonably uniform intervals so the distance between any two braces is 300 feet or less.
  
- J. Grounding chain link fence. Bond posts for chain link fence to a ground located at the surface of the ground at locations where the chain link fence passes under a power line.
  
- K. Install chain link fabric on the side of the post indicated. Attach fabric to terminal posts with stretcher bars and tension bands. Space bands at approximately 15-inch intervals. Install fabric and pull taut to provide a smooth and uniform appearance free from sag, without permanently distorting the fabric diamond or reducing the fabric height. Fasten fabric to line posts at approximately 15-inch intervals.



## Appendix B Schedule of Payments

*Contractor* will be paid within a period of thirty (30) days after receipt of invoice.

Description	Price	Start and Completion Timeline
General Contractor for Project	\$579,579.00	06/28/2024-09/30/2024
Contingency Funds (require field change order to proceed)	\$28,978.95	
<b>\$608,557.95</b>		<b>TOTAL PRICE</b>

The maximum amount payable by the *District* to *Contractor* under this Agreement shall not exceed \$608,557.95 plus Washington State sales Tax.

NOTE: All Subcontractor will be paid by Siefken & Sons Construction, Inc. and must follow Washington State Prevailing wage guidelines.



## **Appendix C Special Conditions**

Changes to General Terms and Conditions: None





## Exhibit 1

### P E R F O R M A N C E B O N D

KNOW ALL MEN BY THESE PRESENTS: That whereas, **Public Utility District No. 1 of Benton County**, Washington, a municipal corporation, hereinafter designated as the "District", has entered into an agreement dated 28th, May, 2024, with **Siefken & Sons Construction, Inc.**, hereinafter designated as the "Contractor", providing Contract #24-38-01 – General Contractor for Perimeter Fencing Project – Benton PUD which agreement is on file at the District's office and by this reference is made a part hereof.

NOW, THEREFORE, We, the undersigned Contractor, as principal, and a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ and duly authorized to do a surety business in the State of Washington, as surety, are held and firmly bound into the State of Washington and the District in the sum of Six Hundred Eight Thousand, Five Hundred Fifty-Seven - One Dollars and Ninety-Five Cents (\$608,557.95) for the payment of which we do jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that if the said principal, his heirs, representatives or successors, shall well and truly keep and observe all of the covenants, conditions, and agreements in said contract and shall faithfully perform all of the provisions of the contract, pay all taxes of the Contractor arising therefrom, and pay all laborers, mechanics, subcontractors, and material men and all persons who shall supply such person or subcontractors with provisions and supplies for carrying on such work, and shall indemnify and save harmless the District, their officers, and agents, from any and all claims, actions or damage of every kind and description including attorneys' fees and legal expense and from any pecuniary loss resulting from the breach of any of said terms, covenants, or conditions to be performed by the Contractor:



AND FURTHER, that the Contractor will correct or replace any defective work or materials discovered by the said District within a period of one year from the date of acceptance of such work or material by said District, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

No change, extension of time, alteration or addition to the work to be performed under the agreement shall in any way affect Contractor's or surety's obligation on this bond, and surety does hereby waive notice of any change, extension of time, alterations or additions thereunder.

This bond is furnished in pursuance of the requirements of Sections 54.04.080 et seq. of Revised Code of Washington, and, in addition to other Contractor and surety to the District for the use and benefit of said District together with all laborers, mechanics, subcontractors, material men, and all persons who supply such person or subcontractors with provisions and supplies for the carrying on of the work covered by the agreement to the extent required by said Revised Code of Washington.

IN WITNESS WHEREOF, the said Contractor and the said surety have caused this bond to be signed and sealed by their duly authorized officers this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Title



**Exhibit 2**

Certification of Compliance with Wage Payment Statutes Form

Effective July 23, 2017, before award of a public works contract, the Contractor under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible contractor. (See [RCW 39.04.350](#) as modified by [SSB 5301](#), Laws of 2017, ch. 258.)

=====

**Certification of Compliance with Wage Payment Statutes  
Contract #24-38-01**

The Contractor hereby certifies that, within the three-year period immediately preceding the bid date (08/10/2023), the Contractor is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

\_\_\_\_\_  
Contractor’s Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City


\_\_\_\_\_  
State

*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*



<input type="checkbox"/>	Business Agenda
<input type="checkbox"/>	Second Reading
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Info Only/Possible Action
<input type="checkbox"/>	Info Only

**COMMISSION MEETING AGENDA ITEM**

Subject:	Contract Award Recommendation – Electrical Contractor for Security Camera Wiring, Contract #24-38-04	
Agenda Item No:	5i	
Meeting Date:	May 28, 2024	
Authored by:	Jennifer Holbrook	<i>Staff Preparing Item</i>
Presented by:	Jennifer Holbrook	<i>Staff Presenting Item</i>
Approved by (dept):	Steve Hunter	<i>Director/Manager</i>
Approved for Commission review:	Rick Dunn 	<i>General Manager</i>

**Motion for Commission Consideration**

Motion authorizing the General Manager or Designated Representative on behalf of the District to sign Contract # 24-38-04 for Electrical Contracting for Camera System with Columbia River Electrical Maintenance (CREM Inc.) of Kennewick, WA for a not-to exceed amount of \$193,386.36 plus Washington State sales tax with a term through December 31, 2024.

**Background/Summary**

Quotes were received on Tuesday May 14, 2024, for the electrical contracting services to install wiring for security cameras at Benton PUD’s Kennewick and Prosser campuses. The District received quotes as follows:

Bidder	Total	Estimate
Columbia River Electrical Maintenance (CREM)	\$184,177.49	\$150,000.00

Contract is being awarded as a not to exceed total of the submitted Bid price + 5%. This 5% allows for minor adjustments to the project to align with as found field conditions (such as unanticipated rock for electrical trenching) or if the need arises for the District to incorporate small scope changes to accommodate construction needs.

**Recommendation**

Awarding this contract will allow the District to provide electrical wiring for security cameras at the Kennewick and Prosser campuses.

**Fiscal Impact**

\$100,000.00 was included in the 2024 Capital Budget for this project; however, no budget amendment is needed at this time.



**Contract # 24-38-04**

**SMALL WORKS CONTRACT**

**Project: Electrical Contracting for Camera System**

On this 28 day of May 2024, Columbia River Electrical Maintenance Inc. (CREM) (the *Contractor*) and **PUBLIC UTILITY DISTRICT NO.1 of BENTON COUNTY** (the *District*) agree to be bound by the following terms and conditions:

1. The *Contractor* agrees to perform the work and furnish labor, equipment, and certain materials in accordance with the plans and specifications.
2. The *Contractor*, in the performance of the work herein specified, shall be considered an independent contractor solely responsible for the performance of said work and any damage resulting therefrom.
3. The *Contractor* shall comply with Revised Code of Washington Section 39.12, providing for payment of prevailing wages. No workman, laborer, or mechanic employed in the performance of any part of this contract shall be paid less than the 'prevailing rate of wage' as determined by the industrial statistician of the Department of Labor and Industries. The schedule of the prevailing wage rates for the locality or localities where this contract will be performed is by reference made a part of this contract as though fully set forth herein.

It will be the responsibility of the *Contractor* to pay all filing fees necessary to comply with RCW 39.12.

4. Contractor shall protect, hold free and harmless, defend and pay on behalf of Public Utility District No. 1 of Benton County (including its managers, commissioners and employees) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments, (including attorney's fees) resulting from injury or death, sustained by any person (including contractor's employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with contractor's performance of this contract.



**Contract # 24-38-04**

Contractor's hold harmless agreement shall apply to any act or omission, willful misconduct or negligence whether passive or active, on the part of contractor (its agents or employees); except, that this agreement shall not be applicable to injury, death, or damage to property or persons arising from the negligence or the willful misconduct of Public Utility District No. 1 of Benton County, its managers, commissioners, and employees.

In any and all claims against the *District* by any employee of *Contractor*, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, or other employee benefit acts, AND *CONTRACTOR SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.*

5. The *Contractor* hereby accepts exclusive liability for payment of any and all taxes (federal and/or state) required to be paid by the *Contractor*, the employees of such *Contractor*, or by any subcontractors or the officers or employees of such subcontractors, to any governmental agency, commission or authority having jurisdiction in the premises, under the provisions of any unemployment insurance, social security and/or pension plans established by law insofar as said taxes pertain to work performed under this contract. It is expressly understood and agreed that the *Contractor* will save and hold harmless the *District* from any and all liability whatsoever for the deduction, collection, and/or payment of any such sums or the performance of any of the requirements aforesaid.
  
6. The *Contractor* agrees to meet all requirements that may be specified under regulations of any governmental agency, commissioner or authority having jurisdiction in the premises insofar as said requirements relate to work performed under this contract. It is expressly understood and agreed that the *Contractor* will save and hold harmless the *District* from any and all liability whatsoever for the deduction, collection, and/or payment of any such sums or the performance of any of the requirements aforesaid.



**Contract # 24-38-04**

7. The *Contractor* agrees to comply with provisions set forth in Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, 38 U.S.C. § 4212 of the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended and all provisions of 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).
8. The *Contractor* will be required to furnish a Performance Bond in the form attached hereto with a surety authorized to do business in the State of Washington, in a penal sum not less than the contract price for all projects over \$50,000.00.
9. The Contractor agrees to warrant all work, for a period of one year, against defects in such work as desired in the plans and specifications, or other contract documents. Such warranty from the date of acceptance of the work by the District.
10. The Contractor will not sublet any of the work to be performed by him under the terms of this agreement and will not assign this contract or any rights hereunder, without first obtaining the written approval of the *District*.
11. It is agreed that neither the *District* nor the *Contractor* shall be held liable for work stoppage caused by strikes, injunction suits, acts of God or the public enemy, or causes beyond the control of the parties.
12. Payment to the *Contractor* for work performed shall be as follows:
  - a) For a contract with a completion schedule of forty-five (45) calendar days or less the payment shall be after the work is completed and has been finally accepted by the *District*.
  - b) For a contract with a completion schedule greater than forty-five (45) calendar days, the *District* will make progress payments for work performed. The *District* shall make payment to the *Contractor* for construction accomplished during the preceding calendar month on the basis of



**Contract # 24-38-04**

completed construction certified by the *Contractor*, and approved by the *District's* representative solely for the purpose of payment.

No payment shall be made until the *Contractor's* and Subcontractor's "Statement of Intent to Pay Prevailing Wages" has been certified by the Department of Labor and Industries and a copy so certified has been furnished to the *District* by the *Contractor* and all Subcontractors. On contracts \$50,000.00 and greater, five percent (5%) of the amount of each payment shall be withheld until final acceptance of the completed contract by the *District* and the expiration of the thirty-day (30-day) period for filing of liens as provided by law and until: (1) the *Contractor's* and Subcontractor's "Affidavit of Wages Paid" has been certified by the Department of Labor and Industries and a copy so certified has been furnished the *District* by the *Contractor* and all subcontractors, (2) a certificate is received from the Audit section of the State Department of Revenue (contracts over \$50,000.00) authorizing the payment of the retained fund, and (3) a certificate of release from the Dept. of Labor & Industries has been furnished to the *District*. A Notice of Completion of Public Works Contract will be filed with the State Department of Revenue by the *District* upon acceptance of the Contract by the *District*. It will be the responsibility of the *Contractor* to notify the Dept. of Labor & Industries of contract completion.

13. If the *District* is dissatisfied with the quality of work being performed relative to workmanship and/or compliance with the plans and specifications, the *District* will inform the *Contractor* in writing of the dissatisfaction, and if the *Contractor* has failed to comply with the *District's* requests within two (2) days, then the *District* may terminate this agreement by providing five (5) days written notice to the *Contractor*. This contract may be canceled by either party upon receipt of thirty (30) days written notice from the other party. All work shall be done in a workmanlike manner. All work, material, and locations of equipment are subject to *District* approval.
  
14. The *Contractor* shall have, and maintain throughout the Contract period, insurance and benefits in the following minimum requirements:





**Contract # 24-38-04**

(a) Workers' compensation insurance, Social Security, Federal Income Tax deductions, and any other taxes or payroll deductions required by law for, or on behalf, of its employees.

(b) Employer's liability, commercial general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance, with each policy having maximum limits of not less than \$1,000,000.

(c) *Contractor* shall provide an endorsement on the Commercial General Liability and Property Damage policy naming the *District* as additional insured and add a separation of insured clause or a cross liability endorsement.

The *District* shall have the right at anytime to require commercial general liability, automobile liability, and property damage insurance greater than those required in subsection (b) of this section.

*Contractor* shall deliver to the Purchasing Department of the *District*, no later than ten (10) days after award of the Agreement, but in any event prior to execution of the Agreement by the *District* and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificates shall provide that not less than thirty (30) days advance notice will be given in writing to the *District* prior to cancellation, termination or alteration of said policies of insurance. Such advance notice of cancellation, termination, or alteration of said policies shall be delivered to the Contracts & Purchasing Department of the *District*.

15. The *Contractor* shall at all times take all reasonable precautions for the safety of employees on the work and of the public and shall comply with all applicable provisions of federal, state, and municipal safety laws and building and construction codes.
16. The following documents are, by this reference, incorporated into and made a part of this Small Works Agreement.



**Contract # 24-38-04**

*Appendix A - Statement of Work*

*Appendix B - Schedule of Payments*

*Appendix C - Special Conditions (if applicable)*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement.

**PUBLIC UTILITY DISTRICT NO. 1  
OF BENTON COUNTY**

**NAME: Columbia River Electrical Maintenance**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

WA ST CONTRACTOR'S REGISTRATION NO:

\_\_\_\_\_

TAX IDENTIFICATION NO:

\_\_\_\_\_



**Contract # 24-38-04**

**Appendix A  
Statement of Work**

Contractor shall provide all work required including supervision, equipment, labor, materials, and incidentals for a complete installation of the work described below and detailed in the contract drawings.

**CONTRACTOR GENERAL RESPONSIBILITIES:**

The District is seeking quotes for the installation of conduits and power to various locations per the below scope of work.

This will be a prevailing wage project; all RCW's and Washington State Laws apply to this project. Selected Contractor will need to file intent to pay prevailing wage before work can begin and file an affidavit of wages paid with Washington State Labor & Industry at the completion of the project. Payments will not be issued until the District receives an approved affidavit that matches the total dollar amount of the Districts Purchase Order including all taxes. Selected Contractor will also need to provide an insurance certificate naming the District as the additionally insured and reference our Purchase Order number on the Insurance Certificate.

Contractor is required by LNI to post the project intent to pay prevailing wage on the job site.

Contractor must be registered on the Districts Small Works Roster before award of PO. This can be done through [www.mrscrosters.org/default.aspx](http://www.mrscrosters.org/default.aspx) or contact Municipal Research and Services Center of Washington (MRSC) at (206)436-3798.

Contractor is responsible to file Intent and Affidavit for this project to pay prevailing wage with LNI through <https://secure.lni.wa.gov/home/>. Contractor is also responsible to provide insurance certificate to the District naming Benton Public Utility District as the additionally insured and referencing the Districts Purchase Order number (PO#) on the certificate. Insurance certificate must be on file at the District and the Intent must be approved by LNI before the start of project.

**General Information:**

Work hours for this project will be Monday - Friday 6:00 am – 5:00 pm. Unless contractor gets approval from the District in writing.

Project timeline: Estimated start date of June 3, 2024, and will be coordinate with selected contractor to align with existing contracts.

The District is looking for a contractor to install infrastructure to support a security camera project and future needs of the District. The Project includes work at both our Kennewick and Prosser locations. Contractors are responsible for all outlined details below.



**Contract # 24-38-04**

**Contractor Requirements:**

- All conduits must be installed at a depth to provide a minimum of 24" of cover.
- Back filling of trench, first six inches to be clean fill material, then compacted material to existing grade.
- 95% compaction is required.
- Asphalt patching shall be done with hot patch with seams, must match existing thickness.
- Restore all trenching locations to previous condition or better.

**2" Fiber Conduit (all 2" conduit to be left empty for future use)**

- Trench per the attached map for 2" conduit
- Install conduit.
- Install handhole at base of each existing light pole.
- Stub conduit into hand hole.
- Install conduit between hand hole and NEMA enclosure.
- Mount 1 NEMA enclosure (District will provide enclosure) per existing light pole that calls for a camera per the attached map. Enclosure to be mounted so the center is between 48" and 60" from the ground.
- Secure NEMA enclosure and conduit to light pole per NESC, state, and local requirements.

**3" Power Conduit**

- Trench per attached map
- Install conduit.
- Stub conduit into the same handhole as the fiber.
- Install conduit between hand hole and NEMA enclosure.
- Pull in 20A circuit from panel - locations defined on map - to handhole and terminate in a 120v outlet inside of NEMA enclosure.
- Provide proper dust control for duration of project.
- Responsible for all locates.
- Responsible for all permitting and required inspections.
- All work to be performed in accordance with local, state, and national codes.
- Responsible for disposal of all waste materials and trash.

**Contractor Provided Materials**

- All conduit and sweeps
  - All conduits should be in accordance with NEMA TC-2 and ANSI/UL 651.
  - 2" Schedule 40 Conduit
  - 3" Schedule 40 Conduit
  - Sweeps as required, schedule 40, long radius.
- Contractor to provide all handholes.



**Contract # 24-38-04**

- HDPE 17" X 30" X 18" minimum
- Marked "Electric" or "Utility"
- AC panel for Prosser Pole Yard
  - 100 AMP
  - 120/240V
  - Single phase
  - 14 circuit load center
  - Copper bus
  - 10kAIC rated
  - NEMA 3R
  - Mounted to Unistrut

#### **District Provided Materials**

- All New NEMA Enclosures
  - Hoffman Part Number CSD16126 (Box)
  - Hoffman Part Number CPMK16 (Mounting Kit)
- 1 each fiber box, see attached map for location.
  - Vault, Quazite #PG1730Z929L63, Channell # BULKU1730240061001 Tier 22 lid 17X30, 2 Penta Bolts, BPUD Fiber Optics on Cover

#### **Kennewick Operations Yard**

- Saw cut asphalt as needed for trenching.
- Fiber conduit to be connected to existing District maintenance building.
- All electrical panels are existing.
- Northwest light in yard will need 1 handhole at base of light and 1 inside perimeter fence. Location to be marked by the District.

#### **Kennewick Pole Yard**

- If the exiting conductor that feeds the existing lights is direct bury, it can be abandon and fed from new service that is pulled in.
- If in conduit, wire from existing hand hole to NEMA box with 120V.
- Existing hand holes at light bases are to be reused.
- See map for trenching layout.
- Electrical panels are existing.

#### **Prosser Pole Yard**

- New wood poles will be installed in the Prosser yard prior to the start of this project.
- Contractor to provide and install new AC panel, defined above
- Install receptacles.
  - 2 gang weatherproof box with weatherproof cover



**Contract # 24-38-04**

- Installed at 4' from ground.
- 4 each 20-amp receptacles

Rock Trench: Rock trenching is considered a trench that cannot be completed with an excavator bucket, i.e., a hammer as required. A District representative must verify rock trench conditions.

Trenches left open overnight must be marked. Benton PUD will coordinate with the Contractor to minimize the amount of trench that needs to be left in this condition.

Compaction testing is not required. However, compaction will need to be completed to prevent excessive settling of disturbed areas.

Contractor shall provide all necessary labor, materials, and equipment to perform the described scope.

**Maps:**



24-38-04 - Electrical for Cameras - Forma  
24-38-04 - Electrical for Cameras - Forma



**Contract # 24-38-04**

**Appendix B  
Schedule of Payments**

*Contractor* will be paid within a period of thirty (30) days after receipt of invoice.

The maximum amount payable by the *District* to *Contractor* under this Agreement shall not exceed \$193,386.36, plus Washington State sales tax.



**Contract # 24-38-04**

**Appendix C  
Special Conditions**


Changes to General Terms and Conditions: None





- Business Agenda
- Second Reading
- Consent Agenda
- Info Only/Possible Action
- Info Only

**COMMISSION MEETING AGENDA ITEM**

Subject:	Contract Recommendation - Washington Families Clean Energy Credits Grant - Contract #24-44-05	
Agenda Item No:	7a	
Meeting Date:	May 28, 2024	
Authored by:	Keith Mercer	<i>Staff Preparing Item</i>
Presented by:	Keith Mercer	<i>Staff Presenting Item</i>
Approved by (dept):	Keith Mercer	<i>Director/Manager</i>
Approved for Commission review:	Rick Dunn 	<i>General Manager/Asst GM</i>

**Motion for Commission Consideration**

Motion to approve the General Manager or his designee on behalf of the District to sign in substantially the form Contract #24-44-05 for the Washington Families Clean Energy Credit grant agreement with Washington State Department of Commerce if the following condition is met; Grant requirements do not cause undue hardship to the District.

**Background/Summary**

At the May 14, 2024 commission meeting, Staff discussed the following:

- Engrossed Substitute Senate Bill 5950 that included \$150,000,000 of the climate commitment account – to provide \$200 bill credits for low-income and moderate-income residential electricity customers by September 15, 2024 (also known as the Washington Families Clean Energy Credits grant from the Washington State Department of Commerce (DOC)).
- First priority must be given to customers at or below 80% area median income (AMI). If funds remain, customers that are at or below 150% AMI will be eligible for the \$200 bill credit (see table below).

Household Size	1	2	3	4	5	6	7	8
<b>80% AMI Annual Income</b>	\$55,950	\$63,950	\$71,950	\$79,900	\$86,300	\$92,700	\$99,100	\$105,500
<b>150% AMI Annual Income</b>	\$104,906	\$119,906	\$134,906	\$149,813	\$161,813	\$173,813	\$185,813	\$197,813

- Benton PUD’s estimated allocation of funds is \$2,127,909 which includes reimbursement for administrative costs up to 5% or \$106,395.
- The DOC has contracted with a third-party agency (Promise) to assist utilities with prequalifying utility customers (i.e. cross referencing customers that already receive other state services) and/or outreach efforts which would include a self-attestation statewide portal for customers to apply for the \$200 bill credit. The main concern with utilizing Promise is sharing customer data with a third-party entity.

- Concerns with whether the Climate Commitment Act communication guidelines violate the Public Disclosure Commission (PDC) rules. Washington Public Utility Districts Association (WPUDA) has asked the PDC this question multiple times but has not received formal verification. DOC says they checked with the AG's office and the PDC and both have said there should be no issues.
- Concerns with what requirements will be included in DOC's grant agreement since staff has not seen the grant agreement yet.

Since the Commission meeting, staff received a draft copy of the Washington Families Clean Energy grant agreement from DOC on May 15, 2024. After reviewing the grant agreement, staff wants to make the Commission aware of the following:

- All Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by DOC. **(Section 11 Copyright)**
- No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office. **(Section 22 Political Activities)**
- The District agrees not to publish or use any advertising or publicity materials in which the State of Washington or DOC's name is mentioned without prior written consent from DOC. **(Section 24 Publicity)**
- The District shall surrender to DOC all property of DOC prior to settlement upon completion, termination or cancellation of the grant. **(Section 38 Treatment of Assets (D))**
- There will be another survey to fill out detailing how the District plans to find eligible households, if the District plans to work with a Community Action Agency, if the District plans to use Promise, what challenges the District anticipates implementing this program, and any additional questions the District has. **(Attachment A Task 1)**
- Administrative expenses include labor costs to apply bill credits or finding eligible households; marketing and outreach costs (including printing signs, bill inserts, flyers, etc.); communication costs; and creation, development, implementation and/or maintenance of a self-attestation portal. Additionally, if the District does not spend the entire 5% of administrative costs, the District can reallocate administrative funds to provide additional bill credits to eligible customers. **(Attachment A Task 2)**
- Required information to retain and provide to DOC includes the account number; the date the bill credit was applied to the account number; the dollar amount applied to the account number; the total dollar amount applied to all customers; the total dollar amount received from DOC; and the date the District received the funding from DOC. **(Attachment A Task 3)**
  - Account numbers are still considered Personally Identifiable Information (PII), which is why staff recommends every customer taking part in this grant must sign an application that includes a waiver authorizing the District to share their data with DOC.
- Additional required information to submit to DOC is the total number of households served broken down by the estimated number of households at or below 80% AMI or between 80% AMI and 150% AMI. **(Attachment A Task 4)**

In summary, the District is waiting for DOC to provide the final Washington Families Clean Energy Credits grant agreement, which was expected to be received the evening of May 21, 2024 and there still is the

concern about the Climate Commitment Act communication guidelines violating the Public Disclosure Commission (PDC) rules. Staff is also concerned about the short timeline of the grant (roughly three and a half months) to find and process \$200 bill credits to approximately 10,000 eligible customers. Staff's plan is to have two direct mailers to all residential customers. The first mailer is expected to go out on or around June 15, 2024 and the second mailer August 1, 2024. The timing of the mailers may be adjusted depending on when the grant agreement is received and signed, how long the District's application will take to get approved by DOC, and the lead time needed by the printing vendor, which is unknown at this time since staff is currently requesting quotes.

### **Recommendation**

Due to the short timeline of the grant and the June 11, 2024 commission meeting being cancelled, staff recommends the following to the Commission:

- Authorize General Manager Rick Dunn or his designee to enter into the Washington Families Clean Energy Credits grant agreement (when it is available).
- Do not use DOC's third-party vendor Promise for prequalifying customers or outreach efforts due to concerns with sharing customer data.
- Do not automatically qualify customers, but instead send a direct mailer to all residential customers that includes an application that the customer must sign acknowledging that their data will be shared with DOC as required by the grant. The application will also have a disclaimer for any required Climate Commitment Act language and logo.
  - Due to the strict communication requirements, staff is recommending only sending the direct mailers and providing applications in the Customer Service lobby for walk-ins. No radio, social media, or television advertisements will be done.

### **Fiscal Impact**

The District will incur costs to administer this program (i.e. labor, direct mailers, postage, etc.), but the District will be reimbursed up to 5% of the grant amount, which is expected to cover these costs. No budget amendment will be necessary.



**Grant Agreement with**

**Please enter the Entity/Business Name of Grantee Organization**

**through**

Energy Division

**Grant Number:**

**Please enter Grant Number**

**For**

**Washington Families Clean Energy Credits**

**Dated:** Please enter start date of grant

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## **Special Terms and Conditions**

### **1. GRANT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

### **2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING**

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at [www.climate.wa.gov](http://www.climate.wa.gov)."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CCA funding through a generally visible decal.

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$ \_\_\_\_\_ for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the terms of the Scope of Work and Budget.

#### **EXPENSES**

Grantee shall receive reimbursement for administrative costs identified below or as authorized in advance by COMMERCE as reimbursable. Grantees may use up to five percent of their grant funds for administrative costs associated with the disbursement of funds provided by COMMERCE. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed \$ \_\_\_\_\_ which amount is included in the Grant total above.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Grants Management System.

The attachments to the invoice request in the Commerce Contract Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number \_\_\_\_\_. If expenses



are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

#### Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

### **5. SUBGRANTEE DATA COLLECTION**

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subgrantees and the portion of Grant funds expended for work performed by subgrantees, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees. "Subgrantees" shall mean subgrantees of any tier.

### **6. INSURANCE**

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Grant. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall provide COMMERCE thirty (30) calendar days' advance notice of any

insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date OR a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

**Cyber Liability Insurance:** The Contractor shall maintain Cyber Liability Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

**Automobile Liability.** In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

**Professional Liability, Errors and Omissions Insurance.** The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under Grant to the Grantee. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Grantee as beneficiary.

## 7. **FRAUD AND OTHER LOSS REPORTING**

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

## 8. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Add any other attachments incorporated by reference from the Face Sheet listed within order of attached.

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## General Terms and Conditions

### 1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.
- D. "Grantee" or "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractor" mean subgrantee/subcontractor(s) in any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

### 2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

If the Grantee chooses to receive assistance from COMMERCE and/or its contractors or sub-contractors in identifying eligible customer households, COMMERCE requests that the Grantee commit to the following conditions regarding the data provided to COMMERCE and/or its contractors or sub-contractors:

- Provide access to customer data required for determining household Program eligibility in a structured format as specified by COMMERCE.
- Provide notification of changes to customer information that could result in disqualification from Program eligibility, including if the customer account has already been awarded a credit by the Grantee.
- Verify that credits allocated under the Program have been applied to eligible customer accounts.
- Ensure the privacy and security of customer information both at rest and in transit.
- Ensure the accuracy of all data to the best knowledge of the Grantee.
- Meet the foregoing requirements at no additional cost.

**3. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

**4. ALL WRITINGS CONTAINED HEREIN**

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

**5. AMENDMENTS**

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**7. ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

**8. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys' fees and costs.

**9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

**A.** "Confidential Information" as used in this section includes:

- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

**B.** The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE

or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## 10. **CONFLICT OF INTEREST**

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

- A. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.
- B. If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

## 11. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

## **12. DISPUTES**

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

## **13. DUPLICATE PAYMENT**

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant or agreement, for the same services or expenses.

## **14. GOVERNING LAW AND VENUE**

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## **15. INDEMNIFICATION**

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee,



its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subgrantees, agents, or employees.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**16. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

**17. INDUSTRIAL INSURANCE COVERAGE**

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

**18. LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

**19. LICENSING, ACCREDITATION AND REGISTRATION**

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

**20. LIMITATION OF AUTHORITY**

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Grant is not effective or binding unless made in writing and signed by the Authorized Representative.

**21. NONDISCRIMINATION**

**A. Nondiscrimination Requirement.** During the performance of this Agreement, the GRANTEE, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: GRANTEE, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

**B. Obligation to Cooperate.** GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including



any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

**C. Default.** Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

**D. Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 25 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

## **22. PAY EQUITY**

The Grantee agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

## **23. POLITICAL ACTIVITIES**

Political activity of Grantee’s employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**24. PUBLICITY**

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**25. RECAPTURE**

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

**26. RECORDS MAINTENANCE**

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**27. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

**28. RIGHT OF INSPECTION**

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

**29. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

**30. SEVERABILITY**

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

### **31. SITE SECURITY**

While on COMMERCE premises, Grantee, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

### **32. SUBGRANTING/SUBCONTRACTING**

The Grantee may only subgrant/subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting/subcontracting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants/subcontract and records related to subgrants/subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting/subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting/subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant/subcontract.

Every subgrant/subcontract shall bind the Subgrantee/Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee/Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee/Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant/subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee/Subcontractor's performance of the subgrant/subcontract.

### **33. SURVIVAL**

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

### **34. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

### **35. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

### **36. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

### **37. TERMINATION PROCEDURES**

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants/subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

### **38. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

### **39. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## Attachment A: Scope of Work

Final budget language, page 149: Engrossed Substitute Senate Bill 5950

(29) \$150,000,000 of the climate commitment account—state appropriation is provided solely for the department to provide clean energy for Washington families grants for public and private electric utilities to provide bill credits for low-income and moderate-income residential electricity customers to help with the clean energy transition in the amount of \$200 per household, by September 15, 2024. Low and moderate-income is defined as less than 150 percent of area median income.

Utilities must prioritize customers in vulnerable populations in overburdened communities as defined under RCW 70A.02.010, such as those that have participated in the low-income home energy assistance program, utility payment plans, or ratepayer funded assistance programs. Utilities must first prioritize bill credits for customers at or below 80 percent area median income and if funds remain, may expand bill credits for customers up to 150 percent of area median income. Utilities may qualify customers through self-attestation.

Utilities may, but are not required to, work with community action agencies to administer these funds. Each utility shall disburse funds directly to customer accounts and adhere to program communications guidelines provided by the department. Utilities may use up to five percent of their grant funds for administrative costs associated with the disbursement of funds provided in this subsection.

If Initiative Measure No. 2117 is approved in the 2024 general election, upon the effective date of the measure, funds from the consolidated climate account may not be used for the purposes in this subsection.

### Tasks and Deliverables

#### **Task 1: Grantees will respond to the “How will your utility find eligible households?” Scoping Question Survey**

Deliverable 1.1: Grantees will respond to the following questions in a Smartsheet survey provided by COMMERCE. This survey outlines some aspects of how a Grantee will find eligible households for the purposes of disbursing Program credits.

1. “How does your utility plan to find eligible households?  
Select all that apply.

Note: Customers who are currently enrolled in or have been enrolled in a low-income energy assistance program within the past two years (as of January 1, 2022) qualify as an “enrolled” customer.

Utility will determine if a customer is:

- Enrolled in a low-income energy assistance program, utility payment plan, or other ratepayer assistance program
- Enrolled in means tested federal low-income assistance program
- Eligible based on online customer self-attestation form
- Eligible based on self-attestation assisted by a customer service representative

Eligible based on self-attestation survey  
Eligible based on working with programs offered by a Community Action Agency  
Eligible through the use of 3rd party financial data  
Other method - Please specify below

2. If you selected that your utility would work with a Community Action Agency above, please select the CAA that your utility would be working with.

<Multiple answers selectable>

3. Other method

Please detail what method(s) your utility is planning to use.

<detail method(s), if applicable>

4. Request assistance from Commerce's vendor:

My utility requests assistance from Commerce's vendor, Promise Pay to help my utility's eligibility and self-attestation program.

<Yes, No, or Undecided>

5. If you answered Yes or Unsure to the prior question, please fill out this Typeform (link forthcoming) from Promise Pay to enter contact details for certain positions in your organization.

6. Does your utility anticipate any challenges implementing this program?

<detail challenges, if applicable>

7. Any additional questions

<detail additional questions, if applicable>

## **Task 2: Expenditure Reporting**

(1) All Grantees are required to submit Project and Expenditure Reports with each invoice submitted for payment.

Deliverable 2.1: Project and Expenditure Reports with each invoice submitted for payment.

- Grantees must submit a detailed expenditure report of all expenses (totaling the requested reimbursement amount) and backup invoice documentation. The expenditure report/ledger must include:
  - Adopted budgets
  - Dates of expenditures
  - Expense categories
  - Use of administrative funding\*

\*Administrative funding may be spent on:

- Labor costs to apply bill credits or finding eligible households,
- Marketing and outreach costs (including printing signs, bill inserts, flyers, etc.),
- Communications costs (including translation services, community outreach, radio/paper/digital advertisement buys),
- Creation, development, implementation and/or maintenance of a self-attestation portal.



(2) Documentation of subawards, contracts, grants, loans, transfers, and direct payments.

Deliverable 2.2:

- Each Grantee shall also provide detailed obligation and expenditure information for any contracts and grants awarded, loans issued, transfers made to other government entities, and direct payments made by the recipient that are greater than \$50,000.

(3) If Grantees find that they do not need to spend all their administrative allocation (up to 5% of total grant allocation) on administrative costs, the utility may reallocate administrative funds to provide additional bill credits to eligible customer households. All funds must be spent by September 15, 2024.

Deliverable 2.3: If funds are returned to COMMERCE, meant for the express purpose of redistribution to other utilities participating in the Washington Families Clean Energy Credits Grant Program, Grantees must record the dollar value of the returned allocation.

**Task 3: Record of qualifying accounts and amount disbursed**

- (1) All grantees are required to retain and provide to COMMERCE a record of customer accounts that received the bill credit under the Program. This record must include sufficient information for potential programmatic review by a third-party audit:
- a. The account number of the household that received the bill credit from the Grantee.
  - b. The date a bill credit was applied to a customer's account number by the Grantee.
  - c. The dollar amount applied to individual customer accounts by the Grantee.
  - d. The total dollar amount applied to all customer accounts by the Grantee.
  - e. The total dollar amount the Grantee received from COMMERCE.
  - f. The date that the Grantee received funding from COMMERCE.

Deliverable 3.1: All grantees are required to retain and provide to COMMERCE a record of customer accounts that received the bill credit under the Program as detailed in Task 3(1)(a) through (f). This record must include sufficient information for potential programmatic review by a third-party audit:

**Task 4: Household Impacts**

- (1) All Grantees are required to submit to COMMERCE an aggregated estimate of households served

Deliverable 4.1: Total number of households served.

- (2) All grantees are required to submit to COMMERCE an estimate of households served that are within specific income brackets.

Deliverable 4.2: The estimated number of households served by the Washington Families Clean Energy Credit Grant Program within the following area median income (AMI) brackets.

- a. Low-income (up to 80% AMI)
- b. Moderate-income (up to 150% AMI)



**Attachment B: Budget**

Item	Description	Amount
1	Total dollar value of the grants to administer a bill credit to low- to moderate- income customer accounts.	\$XX.XX
2	Total dollar value of administrative costs used to support the goals of the Washington Families Clean Energy Credits Grant Program.	\$XX.XX
	Total Grant Amount	\$XX.XX

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