



**COWLITZ PUD BOARD OF COMMISSIONERS
MEETING AGENDA
October 28, 2025, 2:00 p.m.
Cowlitz PUD Board Room & Microsoft Teams**

Board of Commissioners: Dave Quinn, Duane Dalglish, Bruce Pollock

The Cowlitz PUD Board of Commissioners meets on the 2nd and 4th Tuesday of every month. Members of the public interested in participating via Microsoft Teams should contact Monica Petterson at mpetterson@cowlitzpud.org by 5:00 p.m. on Monday, October 27, 2025. To attend by phone, please call 1-323-484-8960 (Conference ID: 490 131 405#) at the time of the meeting. If you require a reasonable accommodation while in attendance at the Cowlitz PUD Board Meeting, please call Monica at (360) 501-9154 at least 72-hours prior to the meeting so that your needs can be addressed.

Please note that public comment is limited to three minutes per person.

1. Call to Order: 2:00 p.m.
2. Changes/Additions to Agenda
3. **Motion to Approve** Today's Board Agenda: Dave Quinn
4. **Motion to Approve** the PUD Board Meeting Minutes of October 14, 2025:
Dave Quinn
5. Public Comment on Agenda Items and Other District Business
6. **Motion to Ratify/Approve** Vouchers & Payroll: Heather Sorensen
7. General Manager Report: Gary Huhta

8. Action Items

- 8.1 **Motion to Approve** Staff Recommendation No. 22/10/28 – Public Right-of-Way Franchise Agreement with the City of Kelso: Steve Taylor

9. Staff Reports and Presentations

9.1 September 2025 Operational Reports

- Power Management
 - Q4 Energy Efficiency Report
- Accounting & Finance
- Operations
- Engineering
- Customer Service
- Employee Services
- Public Relations & Communications
- Regulatory & Regional Affairs

10. **Executive Session:** If needed, the Presiding Officer will follow the Executive Session Procedure included with this agenda. Following the Executive Session, the Board may take action in public related to the Executive Session.

11. **Motion to Adjourn** the Meeting

COWLITZ PUD EXECUTIVE SESSION PROCEDURE

The Board may meet in Executive Session for any reason authorized under the Open Public Meetings Act, RCW 42.30.110 (1), using the following procedure:

1. Announce the Executive Session

We will now adjourn into executive session pursuant to RCW 42.30.110 (1) for _____ minutes unless extended by the Presiding Officer. The purpose of the executive session is (choose one of the following):

- a. (i) To consider matters affecting national security;
(ii) To consider, if in compliance with any required data security breach disclosure under RCW [19.255.010](#) and [42.56.590](#), and with legal counsel available, information regarding the infrastructure and security of computer and telecommunications networks, security and service recovery plans, security risk assessments and security test results to the extent that they identify specific system vulnerabilities, and other information that if made public may increase the risk to the confidentiality, integrity, or availability of agency security or to information technology infrastructure or assets;
- b. To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;
- c. To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public;
- d. To review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood of increased costs;
- f. To receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing, or a meeting open to the public shall be conducted upon such complaint or charge;
- g. To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW [42.30.140\(4\)](#), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public;
- i. To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency

2. Return to Open Public Meeting

- a. Once the session concludes, the board will return to open meeting.
- b. If any action is taken it must take place in open meeting.
- c. Action may not take place earlier than the time for which the executive session was to conclude, including any extensions announced by the Presiding Officer.

Note: The foregoing is not a complete list of allowed purposes to hold an executive session under RCW 42.30.110 (1) but represents the most likely purposes for Cowlitz PUD.

PUBLIC UTILITY DISTRICT NO. 1 OF COWLITZ COUNTY, WASHINGTON**MINUTES OF BOARD MEETING OF COMMISSIONERS**

Tuesday, October 14, 2025

Cowlitz PUD Board Room and Microsoft Teams

Present:**COMMISSIONERS**

Dave Quinn, President

Duane Dalgleish, Vice President

Bruce Pollock, Secretary

STAFF

Alice Dietz, Communication & Public Relations Manager

Chris Velat, Director of Power Management

Cobi Johnson, Engineer

Dever Haffner-Ratliffe, Regulatory Affairs Coordinator

Gary Huhta, General Manager

Lance Larwick, Director of Engineering

Marisa Heard, Manager of Employee Services

Monica Petterson, Executive Assistant/Clerk of the Board

Richard Hughes, General Counsel

Stacie Pederson, Risk Compliance Manager

Steve Taylor, Director of Regulatory & Regional Affairs

Tim Kalimanis, Director of Technology

Trent Martin, Director of Accounting/CFO

PUBLIC

Mike Crawford

GUESTS

Deanna Gregory, Pacifica Law Group

Scott Bauer, Northwest Municipal Advisors

1. CALL TO ORDER

Pursuant to published Notice, Commissioner Quinn called the Regular Board meeting of the Commissioners of Public Utility District No. 1 of Cowlitz County, Washington to order at 2:00 p.m.

2. CHANGES/ADDITIONS TO BOARD AGENDA

There were no changes to the meeting agenda.

3. APPROVAL OF AGENDA

It was moved by Commissioner Dalgleish and seconded by Commissioner Pollock to approve the October 14, 2025 Board Agenda.

The motion carried 3 to 0.

4. APPROVAL OF BOARD MINUTES

It was moved by Commissioner Dalglish and seconded by Commissioner Pollock to approve the September 23, 2025 Regular Board Meeting minutes as written.

The motion carried 3 to 0.

5. PUBLIC COMMENT ON AGENDA ITEMS AND OTHER DISTRICT BUSINESS

There was no public comment.

6. MOTION TO RATIFY/APPROVE VOUCHERS/PAYROLL

Approval of Vouchers in the amount of \$24,218,823.90. The Board reviewed expenditures of the District as required by RCW 42.24.180 for which payments were issued between September 25, 2025 and October 9, 2025, under the provisions of Resolution No. 2762.

It was moved by Commissioner Dalglish and seconded by Commissioner Pollock to approve the ratification of the vouchers/payroll.

Risk Compliance Manager Stacie Pederson reported the disbursements and payroll included in this report have been reviewed and approved in accordance with RCW 42.24.180. Invoices have been authorized by management, verified against supporting documentation, and pre-audited by designated staff for accuracy, proper coding and compliance with the District's policies. Staff requests the Board approve the ratification of the vouchers and payroll as presented.

The motion carried 3 to 0.

7. NEW EMPLOYEE INTRODUCTION

Lance Larwick introduced Engineer Cobi Johnson.

8. GENERAL MANAGER REPORT

Columbus Day/ERD: General Manager Gary Huhta reported we held our annual Employee Recognition Day (ERD) yesterday in conjunction with the Columbus Day holiday. Employees participated in various work activities in their respective departments in the morning, followed by all employees joining together at the Operations Center in the afternoon for lunch, fun activities, and updates from HR, communications, safety, and a message from the General Manager.

CEDC Annual Meeting: The CEDC annual meeting will be held November 6th, and Kurt Miller of the Northwest Public Power Association will be the keynote speaker. We will have two tables this year for District employees and guests.

TPA Update: We have decided to move to a new Third Party Administrator (TPA) due to claim processing issues we have been experiencing over the last year with our current TPA. Staff worked with the District's benefits broker on available market options and chose to make the switch to Regence Group Administrators (RGA) beginning in 2026. This will include a change in networks from First Choice Health to Blue Cross Blue Shield. Information regarding this change will be provided to employees over the next couple of months.

Upcoming Board Meetings: We have four regular meetings remaining in 2025. The Veteran’s Day holiday is on a Tuesday this year, so the first meeting in November will be held the following day on Wednesday, November 12th. We will also hold a Board Workshop that morning to provide a progress update on the Strategic Plan.

9. ACTION ITEMS

9.1. Motion to Approve Resolution No. 2829 – Production System Revenue Refunding Bonds

It was moved by Commissioner Dagleish and seconded by Commissioner Pollock to approve Resolution No. 2829.

Director of Accounting and CFO Trent Martin explained the District has two outstanding Production System bonds, 2014 and 2015, it would like to refinance. Under current bond market interest rates, the refunding of the 2014 bonds would yield a gross savings of \$2,497,549, and the 2015 bonds would yield a gross savings of \$1,219,070. The process to issue new bonds to refinance outstanding bonds takes approximately three months. With Board approval of Resolution No. 2829, District staff will continue the process of refinancing the outstanding bonds within the parameters set forth in the Resolution.

The motion carried 3 to 0.

10. EXECUTIVE SESSION

No Executive Session needed.

11. MOTION TO ADJOURN MEETING

It was moved by Commissioner Dagleish and seconded by Commissioner Pollock to adjourn the Regular Board Meeting at 2:35 p.m.

The motion carried 3 to 0.

Attest:

President

Secretary

Vice President

Prepared by Monica Petterson
Executive Assistant/Clerk of the Board

Staff Recommendation No. 22/10/28

Date: 10/28/2025

To: Board of Commissioners
Gary Huhta, General Manager

From: Steve Taylor, Director of Regional and Regulatory Affairs

Subject: Recommendation to Accept the Public Right-of-Way Franchise Agreement with the City of Kelso, Washington

Last year, the City of Kelso requested the development of a franchise agreement with the District for our installation, maintenance, repair, and replacement of electric facilities located within the City's right-of-way (ROW). District staff and City representatives negotiated the agreement using the current ROW Franchise with the City of Longview and provisions from other agreements referenced by the Washington Municipal Research and Services Center (MRSC).

Summarized franchise agreement elements

- New agreement between the City of Kelso and District; no existing franchise agreement is currently in effect
- Formalizes the obligations of the District and City surrounding the installation, maintenance and replacement of the District's electric transmission, distribution and communications systems within the designated public ROW subject to the specific terms of the agreement
- 10-year initial terms with one 10-year renewal option upon mutual consent
- District has 90 days to remove abandoned facilities following discontinuation of use, except when 3rd party attachers, who are located in the ROW with the City's permission, have continued use; must notify City of remaining 3rd party attachers and change of facility ownership
- District must obtain applicable permits from City when engaging in work within the ROW, and restoration of the ROW must be completed in accordance with current city requirements and to an industry standard
- Emergency situations allow for repairs without prior permit approval – permit application can be made up to 10 business days after the start of emergency action
- District must remove and relocate facilities at its own expense for City's public improvements within the Franchise Area, but City responsible to pay for subsequent relocation of facilities if within 5 years from the date of the original relocation

- For grant-funded public projects, the City will pay District for utility relocation expenses in the applicable proportionate share of grant funds that are allocated to the City
- Relocation expenses for private development (other than a Public Improvement) occurring in the Franchise Area will be borne by the developing party
- Agreement includes reciprocal indemnification clauses and a dispute resolution process
- The District retains the option to locate its facilities on private property
- Franchise does not convey the right for the District to sell/lease its communications system for any 3rd-party use; Future provision of wholesale or retail broadband services by the District with facilities located on City ROW will require a new agreement or amendments to the existing Agreement

A summary of the final revisions agreed to by City and District staff is attached to the memo. Once the Board approves the agreement, the Kelso City Council will adopt the franchise by ordinance and inform the District of the effective date. Staff recommends that the Board approve the Right-of-Way Franchise Agreement with the City of Kelso.

Motion: Move to approve Staff Recommendation 15/7/22 to Approve the Public Right-of-Way Franchise Agreement with the City of Kelso, Washington

Kelso-Cowlitz PUD ROW Franchise – Final Revisions 10/20/2025

Recitals:

- Removed references to fiber optic communication and SCADA

Section 1 – Definitions

- 1.1.4 Revised definition of “Franchise Area”
- 1.1.5 Revised definition of “Facilities” and removed references to SCADA system
- 1.1.8 Streamlined definition of “Public Improvement” and removed examples related to private party transfers of money to City for private improvements and work done by City on behalf of third party county/municipal agency under an interlocal agreement

Section 3 – Facilities within Franchise Area

- 3.1 Removed reference to City permitting and compliance with codes and ordinances. Also removes reference to communications. Provisions regarding permitting and compliance with city codes are already stated in Section 2.3
- 3.3 Removed clause pertaining to interference with vehicle, bicycle, or pedestrian travel for Existing Facilities

Section 4 – Non-interference and Maintenance of Facilities

- 4.1 Removes reference to “applicable City standards and codes” which is redundant to “ordinances, rules and regulations of the City” referenced later in the sentence.
- 4.3 Adds clarification that District will be responsible for removing 3rd parties from poles in which it has discontinued use if the 3rd parties were located on District poles within the ROW without the City’s permission (e.g. through a franchise agreement or other express written authority)

Section 7 – Safety Requirements

- Modifies process for District to address suspected violations of the National Electrical Safety Code.

Section 8 – Permits: Restoration

- 8.1 Adds specific references to City codes and standards
- 8.4 same as above

Section 9 – Relocation & Readjustment of Facilities

- 9.1.3 Clarifies language surrounding Grant-Funded Projects
- 9.2 Revised language pertaining to relocation costs applied to third parties for non-public improvement projects.
- 9.6 Removed section; safety hazards are addressed under Section 7 Safety Requirements
- 9.8.4 Adding specific references to City codes

- 9.8.5 Same as above
- 9.9 Removed section pertaining to Clear Zones; provisions are already included in City development code

Section 10 – Indemnification

- 10.2 Revised language pertaining to the recording of private property liability releases with the County Auditor; liability release language would include the provisions around indemnity and concurrent negligence as referenced in Sections 10.1 and 10.4.

Section 13 – Nonexclusive Franchise

- 13.2 Clarifies that provisions related to the sharing the rights of the franchise without City approval applies after the effective date of the franchise and with any “prospective” third party.

Section 15 – Dispute Resolution and Amendment of Franchise

- 15.3 – Fixes reference error in section (15.1 & 15.2 vs 16.1. & 16.2)

CITY OF KELSO, WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KELSO, WASHINGTON, GRANTING THE PUBLIC UTILITY DISTRICT NO. 1 OF COWLITZ COUNTY, WASHINGTON, A MUNICIPAL CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO SET, ERECT, LAY, CONSTRUCT, SUPPORT, ATTACH, CONNECT, MAINTAIN, REPAIR, REPLACE, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, ACROSS, AND THROUGH THE FRANCHISE AREA TO PROVIDE FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF ELECTRIC ENERGY FOR POWER, HEAT AND LIGHT, AND ANY OTHER PURPOSE FOR WHICH ELECTRIC ENERGY MAY BE USED, PROVIDED THAT SUCH RIGHTS, PRIVILEGES, AUTHORITIES AND FRANCHISES ARE IN ACCORDANCE WITH CITY REQUIREMENTS

WHEREAS, the City Council of the City of Kelso finds that the general public health, safety, welfare, necessity and convenience require that Facilities to provide for transmission, distribution and sale of energy for power, heat and light, and other purposes for which energy may be used, be constructed, maintained and repaired in an orderly manner when such Facilities are located in, upon, over, under, along, across, and through CITY rights-of-way, and

WHEREAS, there is hereby granted, subject to the DISTRICT's acceptance of the terms of this franchise as provided herein, for a term as described below, unless otherwise terminated as provided for herein, to the DISTRICT, its successors and assigns, the non-exclusive rights, privilege, authority, and franchise to own, operate and maintain an overhead or underground electric transmission and distribution system along and across the franchise area. This franchise is conditioned upon the terms and conditions contained herein and the DISTRICT's compliance with any federal or state regulatory agencies with jurisdiction over the DISTRICT. By granting this franchise, the CITY is not assuming any risks or liabilities by way of DISTRICT activities therefrom:

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF KELSO, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1 DEFINITIONS

1.1 Where used in this franchise (the "Franchise") the following terms shall mean:

1.1.1 "DISTRICT" means Public Utility District No. 1 of Cowlitz County, Washington and its successors and assigns.

1.1.2 "CITY" means the City of Kelso, Washington, and its successors and assigns.

1.1.3 "Franchise" means the grant of rights, duties, privileges, and authority embodied in this Ordinance.

1.1.4 "Franchise Area" means any, every and all of the right-of-way for public roads, streets, avenues, alleys, highways, and other public rights-of-way of the CITY as now laid out, platted, dedicated or improved; and any, every and all right-of-way for public roads,

streets, avenues, alleys, highways and other public rights-of-way that may hereafter be laid out, platted, dedicated or improved within the present limits of the CITY and as such limits may be hereafter extended. For the purpose of this definition, right-of-way includes, without limitation, property owned by the CITY in fee and used for public roads and other public rights-of- way of the CITY.

1.1.5 "Facilities" means, collectively, any and all

(i) electric transmission and distribution systems, including but not limited to, poles (with or without cross-arms), wires, lines, conduits, cables, braces, guys, anchors and vaults, transformers, pedestals, meter-reading devices and Communications Systems; and

(ii) and any and all other equipment, appliances, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing, whether the same be located overhead or underground.

1.1.6 "Communication Systems" means equipment, devices and other items used for communication purposes in connection with DISTRICT's construction, use, operation, maintenance, repair or replacement of its Facilities in the Franchise Area and other permitted activities under this Franchise, including, without limitation, the operation and management of its electric transmission and distribution systems.

1.1.7 "Ordinance" means this Ordinance No. _____ which sets forth the terms and conditions of this Franchise.

1.1.8 "Public Improvement" means any capital improvement or repair within the Franchise Area that is undertaken by or on behalf of the CITY and is funded by the CITY (either directly with its own funds or with other public monies obtained by the CITY. but shall not include those monies exacted from private parties for the purposes of making a Public Improvement. Public Improvement shall not include any improvements or repairs undertaken by any third-party private entities or undertaken by the CITY by agreement with, or for the benefit of third-party private entities, or solely for aesthetic purposes.

1.1.9 "Force Majeure" shall mean delays due to acts of God, war, civil disturbances, fire, unavoidable casualty, construction delays due to weather, failure of supplier(s), labor dispute, or for other similar causes beyond the control of the DISTRICT or CITY

1.1.10 "Mayor" means the Mayor of the City of Kelso or his or her designee.

1.1.11 "City Engineer" means the duly appointed incumbent of the office of City Engineer of the City of Kelso or his or her designee.

SECTION 2. GRANT OF FRANCHISE

2.1 Pursuant to the laws of the State of Washington, the CITY hereby grants to the DISTRICT, subject to the terms and conditions as set forth herein, a Franchise for a period of ten (10) years commencing upon the effective date of this Ordinance and subsequent acceptance of such ordinance and Franchise by the DISTRICT. This Franchise is granted upon the express condition that the DISTRICT, within thirty (30) days after the adoption of this Ordinance, shall provide the CITY written acceptance of the same.

2.2 The Franchise may be renewed for one (1) subsequent ten (10)-year term upon the mutual consent of the signatory parties through written agreement.

2.3 The DISTRICT specifically agrees to comply with the provisions of any applicable CITY codes, ordinances, regulations, standards, procedures, permits or approvals, as from time to time amended; provided, however, in the event of any conflict or inconsistency of such CITY codes and ordinances with the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control; provided, further, nothing herein shall be deemed to waive, prejudice, or otherwise limit any right of appeal afforded DISTRICT by such CITY codes and ordinance. The express terms and conditions of the Franchise constitute a valid and enforceable contract between the Parties.

SECTION 3 FACILITIES WITHIN FRANCHISE AREA

3.1 The CITY does hereby grant to DISTRICT the right, privilege, authority and franchise to set, erect, lay, construct, extend, inspect, support, attach, connect, maintain, repair, replace, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area, to provide for the transmission, distribution, and sale of electric energy for power, heat, light and such other purposes for which electric energy may be used.

3.2 This Franchise shall not convey any right to DISTRICT to install new Facilities outside the Franchise Area; provided, however, that DISTRICT shall retain the right to maintain, repair and operate Facilities installed (if in ownership of the CITY) prior to this franchise agreement with the CITY if said Facilities are outside the Franchise Area, but such right shall be subject to the provisions of Section 3.3.

3.3 Existing Facilities installed or maintained by DISTRICT on public grounds and places within the CITY (which Facilities are not within the Franchise Area as defined in this Franchise) may continue to be maintained, repaired, and operated by DISTRICT at the location such Facilities exist.

3.4 This Franchise shall not convey any right to the DISTRICT to sell or lease its communications system as defined in Section 1.1 for any third-party use; provided however, that the Parties agree to negotiate in good faith any amendments to this Agreement, or a new Agreement, for use of DISTRICT facilities for any wholesale or retail broadband purposes proposed by the DISTRICT.

SECTION 4 NON-INTERFERENCE AND MAINTENANCE OF FACILITIES

4.1 DISTRICT's Facilities shall be constructed, installed, maintained, and repaired within the Franchise Area so as not to unreasonably interfere with the free passage of traffic and in accordance with the laws of the State of Washington, and the ordinances, rules and regulations of the CITY. DISTRICT shall exercise its rights within the Franchise Area in accordance with applicable CITY codes and ordinances governing use and occupancy of the Franchise Area. Provided, however, in the event of any conflict or inconsistency between such CITY codes and ordinances and the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control; provided, further,

nothing herein shall be deemed to waive, prejudice, or otherwise limit any right of appeal afforded DISTRICT by such CITY codes and ordinance.

4.2 Any repair of DISTRICT's Facilities within the Franchise Area shall be made within the time and in a manner which conforms with generally accepted customs, practices, and standards in the industry and consistent with applicable CITY requirements.

4.3 Within the Franchise Area, whenever the DISTRICT permanently discontinues use of any above ground or at grade DISTRICT-owned Facilities, that do not contain third-party attachments, (or that contain 3rd party attachments in violation of Section 13.2) such as poles, braces, guys, and anchors, the removal of such facilities shall occur within ninety (90) days of the discontinued use. The removal of DISTRICT Facilities shall be the responsibility of the DISTRICT. If the DISTRICT fails to remove the aforementioned facilities, the CITY may remove the same and bill the DISTRICT for the reasonable costs of removal. When the DISTRICT permanently discontinues use of any above ground or at grade DISTRICT-owned Facilities that do contain third-party attachments, the DISTRICT shall notify the CITY of the location of such Facilities, and any change in ownership of such Facilities, and provide the CITY with the contact information of the third-parties with attachments or any ownership interest in the Facilities.

SECTION 5 TERMS AND CONDITIONS

The terms and conditions of this Franchise shall be subject to the Constitution and laws of the United States of America and the State of Washington and shall apply and be deemed to be terms and conditions of this franchise to use the Franchise Area hereafter granted by the CITY to the DISTRICT, unless and except to the extent that such ordinance or resolution granting such franchise expressly provides terms or conditions contrary to those herein contained.

SECTION 6 GRANTEE – SCOPE OF OBLIGATIONS

The obligations imposed upon the DISTRICT by the express terms of the Ordinance granting such franchise or implied by the terms of this section or any other ordinance affecting the same, shall be deemed to include every employee, nominee or independent contractor of the DISTRICT performing work in the Franchise Area under contract, direction, request or authority of the DISTRICT under this franchise, and the DISTRICT, its agents, employees or independent contractors, severally, shall be responsible to the CITY for any injury or damage to CITY property or the expense incurred or suffered by the CITY in correcting defects in work replacing CITY streets or other improvements damaged by the acts or neglect of such agents, employees, or independent contractors of the DISTRICT.

SECTION 7 SAFETY REQUIREMENTS

The DISTRICT, in accordance with applicable national, state, and local safety requirements, shall at all times employ ordinary care and shall install and maintain and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public. All DISTRICT Facilities in, over, under and upon the Franchise Area, wherever situated or located, shall at all times be kept and maintained in

a safe, suitable condition, and in good order and repair. In the event any condition of the DISTRICT's Facilities constitutes a violation of applicable law, including the National Electric Safety Code (NESC), or constitutes a public safety hazard, the CITY shall notify the DISTRICT of the condition and request remediation of the Facilities. The parties agree to work in good faith to evaluate the condition and the appropriate and most cost-effective remediation. In the event the condition identified by the CITY is caused by the CITY's actions, not related to a Public Improvement, the parties shall share in the cost of remediation in proportion to their respective faults. The DISTRICT will remedy the violation within a reasonable time frame, provided, the DISTRICT will not be responsible for safety hazards that are based upon the location of its Facilities if those Facilities were previously permitted by the CITY. The DISTRICT shall be solely and completely responsible for workplace safety and safe working practices on its job sites within the Franchise Area, including safety of all persons and property during the performance of any work therein.

SECTION 8 PERMITS; RESTORATION

8.1 Whenever it shall be necessary for the DISTRICT to engage in any work within the Franchise Area, the DISTRICT shall apply for all necessary CITY permits to do such work, and shall, except to the extent inconsistent with the terms and conditions of this Franchise or where expressly provided otherwise herein, comply with all requirements and conditions of such permits, including but not limited to location restrictions, traffic control, and restoration, repair or other work to restore the surface of the Franchise Area, as nearly as practicable, to its condition immediately prior to the work, or as otherwise specified in the permit issued by the CITY in connection with the work. Such permit shall not be unreasonably withheld and may not require any exactions, mitigation, or improvements required to be performed by the DISTRICT as a condition of the permit, except those determined by the CITY to be reasonably related to the impacts of the DISTRICT's work. All restoration shall be completed in accordance with the current CITY requirements, including Title 17 KMC Unified Development Code and Chapter 12.08 KMC Standard Specifications for Public Works Construction, but in no event shall the DISTRICT be required to exceed published and duly adopted CITY standards. It is further provided that in the event that DISTRICT has any work in the Franchise Area completed by any of its authorized agents or subcontractors, DISTRICT shall remain fully responsible for the permit, permitted work and any other permit requirements, notwithstanding any provisions of this Franchise to the contrary. The DISTRICT shall notify the CITY of work in accordance with permit requirements. Such notifications may be made by email to the CITY's general email delivery, City Clerk, or City Engineer in advance of the work to be performed. The DISTRICT shall provide to the CITY a list of agents and subcontractors authorized to do work within the Franchise Area and shall notify the CITY of any changes to the list.

8.2 In the event of an emergency situation in which DISTRICT's Facilities within the Franchise Area are in such a condition in reasonable judgment of the DISTRICT as to immediately endanger the property, life, health or safety of any individual, or in any way compromise national reliability standards, or the DISTRICT's ability to distribute electricity within its service territory, DISTRICT may take immediate action to make repairs without first obtaining any required permit. The DISTRICT shall make the permit application to the CITY not later than ten (10) business days after the date of the commencement of the action that requires such permit, and such permits shall not be unreasonably withheld by the CITY.

8.3 The DISTRICT shall leave all Franchise Areas, after doing construction work, making repairs to equipment etc., in as good and safe condition in all respect as they were before the commencement of such work by the DISTRICT, its agents or contractors, and all recorded monuments which have been disturbed or displaced by the work shall be reset to the specifications and approval of the City Engineer.

8.4 In case of any damage caused by the DISTRICT to said Franchise Area, or to paved or surfaced roadways, turn-outs, gutters, ditches, wood or concrete walks, drainpipes, hand or embankment rails, bridges, trestles, wharves, landings or monuments, said DISTRICT agrees to immediately repair said damage to CITY standards in accordance with Chapter 12.08 KMC at its own sole cost and expense.

8.5 When the City Engineer determines that an emergency situation does exist, he/she may order and have done any and all work considered necessary to restore to a safe condition any such Franchise Area left by the DISTRICT or agents in a condition dangerous to life or property. The City Engineer may cause to be replaced or reset recorded monuments if the DISTRICT fails to replace or reset same within 30 days after completion of construction. The DISTRICT, upon demand, shall pay to the CITY all applicable and reasonable costs of doing such work.

8.6 When the DISTRICT changes the method of distribution, such as changing from overhead distribution to underground distribution, the DISTRICT shall, within 90 calendar days, remove all unused structures and restore the area to its original condition, as long as there are no other third-party attachments that encumber or delay the removal of facilities and restoration of the area. When the DISTRICT changes the method of distribution and discontinues use of any above ground or at grade DISTRICT-owned Facilities that do contain third-party attachments, the DISTRICT shall notify the CITY of the location of such Facilities and any change in ownership of such Facilities, and provide the CITY with the contact information of the third-parties with attachments or any ownership interest in the Facilities.

SECTION 9 RELOCATION & READJUSTMENT OF FACILITIES

9.1 Whenever the CITY causes a Public Improvement to be undertaken within the Franchise Area, and such Public Improvement requires the relocation of DISTRICT's then existing Facilities within the Franchise Area (for purposes other than those described in Section 9.2 below), the CITY shall:

9.1.1 Provide DISTRICT with reasonable advance written notice, but in any event not less than ninety (90) days, requesting such relocation; and after receipt, the DISTRICT will review the scope of work to determine if it can be completed. If not, the DISTRICT will notify the City Engineer and work cooperatively to resolve any scheduling issues.

9.1.2 Promptly provide the DISTRICT with all existing plans and specifications for such Public Improvement as may be requested by the DISTRICT.

After receipt of such notice and such plans and specifications, the DISTRICT shall relocate such Facilities within the Franchise Area at no charge to the CITY. If the CITY requires the subsequent relocation of any Facilities within five (5) years from the date of relocation of such Facilities pursuant to this Section 9.1, the CITY shall bear the entire cost of such

subsequent relocation.

The CITY and the DISTRICT will work cooperatively to come to a mutually agreed plan to accommodate Public Improvements.

9.1.3 Grant-Funded Projects. In the event the CITY acquires grant funding of any kind for a Public Improvement which grant funding has as part of its allocations or designations, payment for relocation of utilities, the CITY shall make payment to the DISTRICT for the applicable portion of the cost of relocation of DISTRICT facilities proportionate to the grant contribution percentage for the Public Improvement promptly upon the City's receipt of documentation from the District supporting the cost of such relocation of utilities.

9.2 Whenever:

(i) any public or private development, or CITY project for the sole benefit of a third party, other than a Public Improvement, as defined in Section 1.1, requires the relocation of DISTRICT's Facilities within the Franchise Area to accommodate such development: or

(ii), the CITY requires the relocation of the DISTRICT's Facilities with the Franchise Area for the sole benefit of any person or entity other than the CITY:

then in such event, the DISTRICT shall have the right as a condition of such relocation, to require such developer, person or entity to make payment to the DISTRICT, at a reasonable time and terms acceptable to DISTRICT, for any and all costs and expenses incurred by the DISTRICT in the relocation of DISTRICT's Facilities, including fees, charges, or other expenses associated with any third party attachments to Facilities for which the DISTRICT is legally obligated.

9.3 Any condition or requirement imposed by the CITY upon any person or entity, other than the DISTRICT, that requires the relocation of DISTRICT's Facilities shall be a required relocation for purposes of Section 9.2 above (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction, or development).

9.4 Nothing in this Section 9 "Relocation of Facilities" shall require the District to bear any cost or expense in connection with the location or relocation of any Facilities located in a private easement in which the CITY expands the public right of way to include the private easement area.

9.5 If at any time the CITY deems it advisable to improve any of its streets, avenues, sidewalks, paths, alleys, roads, highways, rights-of-way or other CITY properties as hereinbefore designated, by grading, re-grading, surfacing or paving same, or altering, changing, repairing or improving same, the DISTRICT upon written notice by the CITY shall, at its own expense, within 90-days raise, lower, or move its lines, facilities or improvements to conform to such new grades as may be established, or place said property in such locations or positions as shall cause the least interference with any such improvements or work thereon as contemplated by the CITY and said CITY shall in no way be held liable for any damage to said DISTRICT that may occur by reason of the CITY improvements, repairs or maintenance performed in a reasonably careful and prudent manner, or by the exercise of any rights so reserved in this section or grant. If the CITY shall improve such streets, avenues, sidewalks, paths, alleys, roads, highways, rights-of-way or other CITY properties, the DISTRICT shall on written notice by CITY officials, at its own expense, replace its lines or system as may be in or through the improved sub-grade of such improvement, with such materials as shall conform

to or exceed the applicable standards of the CITY and industry for use in such streets, avenues, sidewalks, alleys, roads, highways, rights-of-way or other CITY properties; PROVIDED, that there is sufficient space from an engineering perspective to relocate DISTRICT facilities within the available right-of-way, as determined by the CITY, and that if a readjustment or relocation is necessitated for a reason other than the above enumerated CITY purposes, the person, firm or private corporation or entity requesting such readjustment or relocation shall pay the DISTRICT the actual costs. **PROVIDED** further, that in the event the CITY should require such readjustment or relocation in connection with any improvement of project funded, wholly or in part by state or federal funds, the CITY shall make every reasonable effort to include the costs for relocation in its funding applications where it meets funding agency requirements, and if successful, the CITY will reimburse the District for invoice costs eligible under funding program as funds are available. Provided, further, section 9.1.3 shall apply to the foregoing provision notwithstanding the provisions contained in the foregoing section.

9.7 The parties agree that “relocation” refers to a permanent movement of facilities required of DISTRICT, and not a temporary or incidental movement of facilities, such as raising of lines to accommodate house moving and the like, solely for aesthetic purposes, or other revisions DISTRICT would accomplish without regard to municipal request. The CITY will work with DISTRICT to minimize the need for temporary work to accommodate permanent moves.

9.8 Regarding boring the following minimum standards will apply:

9.8.1 Contractor shall physically (pothole or other method as approved by the City Engineer) verify all existing utility’s location and depth.

9.8.2 Public Works Department will do a physical inspection of these existing utilities prior to the start of the boring.

9.8.3 The DISTRICT shall give the Public Works Department 4 business days’ notice prior to utility inspection schedule.

9.8.4 All bored lines shall meet the minimum clearance requirements from all existing utilities both vertically and horizontally in accordance with CITY’s permitted requirements authorized by Chapter 12.14 KMC Construction in Public Right of Way – Permit Required, if not otherwise specified. If, during construction, the permit’s conditions cannot be met, the parties may confer and reach agreement on a mutually acceptable alteration.

9.8.5 All pavement and surface restoration shall be completed in accordance with Chapter 12.08 KMC for all work within the Right-of-Way.

SECTION 10 INDEMNIFICATION

10.1 DISTRICT shall indemnify, defend and hold harmless the CITY, its elected and appointed officials, officers, employees, agents, representatives, engineers, and consultants from any and all claims, costs, judgments, awards, or liability to any person arising from injury or death of any person or damage to property to the extent the same is caused by the negligent acts or omissions of the DISTRICT, its agents, servants, officers, or employees in performing under this Franchise. This covenant of indemnification shall include, but not be limited by this

reference, to claims against the CITY arising as a result of the negligent acts or omissions of the DISTRICT, its agents, servants, officers, or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work in the Franchise Area or in any other public place in performance of work or services permitted under this Franchise. Provided, however, such indemnification shall not extend to that portion of any claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all costs and attorneys' fees caused by the negligence of the CITY, its agents, employees, officers, contractors or subcontractors.

10.2 The DISTRICT may locate all its Facilities on CITY right of way. If installing poles, and other appurtenances in public right of way that will cause an undue burden on the DISTRICT, the City Engineer may approve a design deviation. In situations where the DISTRICT has no other option but to locate their facilities on private property, running parallel along the public right of way; the DISTRICT will provide to the CITY a liability release form, in a form approved by the District and City, signed by both the DISTRICT and the land owner which would release the CITY from all liability of these facilities subject to the provisions in paragraph 10.1 (indemnity) and 10.4 (concurrent negligence). This liability release would be recorded with the property at the Cowlitz County Auditor's Office and would run with the land until, if ever, these facilities are removed.

10.3 In the event any claim or demand for which indemnification is provided under Section 10.1 is presented to, or suit or action is commenced against, the CITY based upon any such claim or demand, the CITY shall promptly notify the DISTRICT thereof, and DISTRICT may elect, at its sole cost and expense, to settle and compromise such suit or action, or defend the same with attorneys of its choice. In the event the DISTRICT refuses the tender of defense in any suit or any claim for which indemnification is provided under Section 10.1, said tender having been made pursuant to this indemnification clause, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) to have been a wrongful refusal on the part of the DISTRICT, then DISTRICT shall pay all of the CITY's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the CITY, including reasonable recovery of attorneys' fees under this indemnification clause.

10.4 In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the DISTRICT and the CITY, its officers, employees and agents, DISTRICT's liability hereunder shall be only to the extent of DISTRICT's negligence. It is further specifically and expressly understood that, **solely to the extent required to enforce the indemnification provided herein, the DISTRICT waives its immunity under RCW Title 51; provided, however, the foregoing waiver shall not in any way preclude the DISTRICT from raising such immunity as a defense against any claim brought against the DISTRICT by any of its employees. This waiver has been mutually negotiated by the parties.**

10.5 In the event it is determined that RCW 4.24.115 applies to this Franchise, DISTRICT's indemnification obligations under Section 10.1 shall apply to the maximum extent permitted thereunder, to the full extent of DISTRICT's negligence. Further, in any such action, the CITY shall have the right to participate, at its sole cost and expense, through its own attorney in any suit or action which arises pursuant to this Franchise when the CITY determines that such participation is in the CITY's best interest.

The CITY shall protect, indemnify, and save the DISTRICT harmless from and against all third party claims or demands made against the DISTRICT, and any damage, cost or liability, including reasonable attorney fees incurred in connection with any such third party claim or demand, for injuries to persons or damage to property of another to the extent such injuries or damage are caused by the negligent acts or omissions or willful misconduct of the CITY, its employees, agents or sub-contractors, arising out of, related to, or in connection with, this Franchise; provided, however, that in the event any such claim or demand be presented to or filed with the DISTRICT, the DISTRICT shall promptly notify the CITY thereof, and the CITY shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand; provided further, that in the event any suit or action is begun against the DISTRICT based upon any such claim or demand, the DISTRICT shall likewise promptly notify the CITY thereof, and the CITY shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CITY and the DISTRICT, its officers, officials, employees, and volunteers, the CITY's liability hereunder shall be only to the extent of the CITY's negligence. **Solely to the extent required to enforce the indemnification provisions of this franchise, the CITY waives its immunity under Title 51 RCW, Industrial Insurance; provided, however, the foregoing waiver shall not in any way preclude the CITY from raising such immunity as a defense against any claim brought against the CITY by any of its employees. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.**

10.6 The provisions in this Section 10 shall survive the expiration or termination of this Franchise with respect to any claim, demand, suit or action for which indemnification is provided under Section 10.1 and which is based on an act or omission that occurred during the term of this Franchise.

SECTION 11 MOVING BUILDINGS WITHIN THE FRANCHISE AREA

If any person or entity obtains permission from the CITY to use the Franchise Area for the movement or removal of any building or other object, the CITY shall, prior to granting such permission, require such person or entity to arrange with the DISTRICT for the temporary adjustment of DISTRICT's overhead wires necessary to accommodate the movement, removal, or placement/erection of such building or other object, where the movement or removal of such building or other object will pass under DISTRICT's overhead wires or where the movement or removal of such building or other object will otherwise require the temporary adjustment of DISTRICT's overhead wires. The CITY shall require such person or entity to complete such arrangements, upon terms and conditions acceptable to the DISTRICT, not less than thirty (30) calendar days prior to the movement or removal of such building or other object. In such event, DISTRICT shall, at the sole cost and expense of the person or entity desiring to move or remove such building or other object, adjust any of its overhead wires which may facilitate safe placement or the movement or removal of such building or object. This section shall also apply to construction equipment required to move such building as required to meet current WISHA rules and WAC code 296-155-53408.

SECTION 12 RECOVERY OF COSTS; PERMIT FEES

As specifically provided by RCW 35.21.860, the CITY may not impose a franchise fee or any other fee or charge of whatever nature or description upon the DISTRICT because of this Franchise, except as provided therein. However, as provided in RCW 35.21.860, the CITY may impose a utility tax, subject to the limitations and conditions described in RCW 35.21.860, and also recover from the DISTRICT actual and reasonable administrative expenses incurred by the CITY that are directly related to: (i) receiving and approving a permit, license or this Franchise, (ii) inspecting plans and construction, or (iii) preparing a detailed statement pursuant to RCW 43.21C. In consideration of such administrative expenses, the CITY shall charge the DISTRICT a permit fee and prepare monthly invoices to the DISTRICT detailing permit activity. DISTRICT shall make payment to the CITY of such expenses within 30 days of the receipt of such invoice from the CITY. Failure by DISTRICT to acquire permit and pay such amount shall constitute a failure to comply with the Franchise. Additionally, failure by the DISTRICT to timely pay said amounts shall be grounds for the CITY to preclude the processing of any applications and/or issuing permits until payment has been fully made.

SECTION 13 NONEXCLUSIVE FRANCHISE

13.1 This Franchise is not, and shall not be deemed to be, an exclusive Franchise. This Franchise shall not in any manner prohibit the CITY from granting other and further franchises over, upon, and along the Franchise Area that do not interfere with DISTRICT's rights under this Franchise. This Franchise shall not prohibit or prevent the CITY from using the Franchise Area or affect the jurisdiction of the CITY over the same or any part thereof.

13.2 The DISTRICT will not share any rights granted by this franchise following its effective date, with any prospective third party without the prior written approval of the CITY, except for third party attachers that have been granted a franchise by the CITY for location within the right of way by the CITY or as otherwise required by law.

SECTION 14 FORCE MAJEURE

In the event that either party is prevented or delayed in the performance of any of its obligations under this Franchise by any event beyond its reasonable control (a Force Majeure event), then that party's performance shall be excused during the Force Majeure event. The time within which the DISTRICT or CITY shall be required to perform any act under the Franchise shall be extended by a period of time equal to the number of days performance is delayed due to a Force Majeure. The DISTRICT or CITY shall not be subject to any penalty hereunder because of acts or failure to act due to Force Majeure.

SECTION 15 DISPUTE RESOLUTION AND AMENDMENT OF FRANCHISE

15.1 If there is any dispute or alleged default with respect to performance under this Franchise, the Party alleging default (claimant) shall notify the other Party (respondent) in writing, stating with reasonable specificity the nature of the dispute or alleged default. Within seven (7) days of its receipt of such notice, the Respondent shall provide written response to the Claimant that shall acknowledge receipt of such notice and state the Respondent's intentions with

respect to how the Respondent shall respond to such notice. The Respondent shall further have thirty (30) days (the “cure period”) from its receipt of such notice to:

15.1.1 Respond to the Claimant, contesting the Claimant’s assertion(s) as to the dispute or any alleged default and requesting a meeting in accordance with Section 15.2, or:

15.1.2. Resolve the dispute or cure the default, or,

15.1.3. Notify the Claimant that the Respondent cannot resolve the dispute or cure the default within thirty (30) days, due to the nature of the dispute or alleged default.

15.1.4 Notwithstanding such notice, the Respondent shall promptly take all reasonable steps to begin to resolve the dispute or cure the default and notify the Claimant in writing and in detail as to the actions that will be taken by the Respondent and the projected completion date. In such case, the Claimant may set a meeting in accordance with Section 15.2.

15.2 If any dispute is not resolved or any alleged default is not cured or a meeting is requested or set in accordance with Section 15.1., then the Claimant shall promptly schedule a meeting with the Respondent to discuss the dispute or any alleged default. The Claimant shall notify Respondent of the meeting in writing and such meeting shall take place not less than ten (10) days after the Respondent’s receipt of notice of the meeting. Each Party shall appoint a representative who shall attend the meeting and be responsible for representing the Party’s interests. The representatives shall exercise good faith efforts to resolve the dispute or reach agreement on any alleged default and/or any corrective action to be taken. Any dispute (including any dispute concerning the existence of or any corrective action to be taken to cure any alleged default) that is not resolved within ten (10) days following the conclusion of the meeting shall be referred by the Parties’ representatives in writing to the senior management of the Parties for resolution. In the event senior management is unable to resolve the dispute within twenty (20) days of such referral (or such other period as the Parties may agree upon), each Party may pursue resolution of the dispute or any alleged default through other legal means. All negotiations pursuant to these procedures for the resolution of disputes shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.

15.3 If, at the conclusion of the steps provided for in Section 15.1 and 15.2 above, the Parties are unable to settle the dispute or agree upon the existence of a default or the corrective action to be taken to cure any alleged default, the Claimant or the Respondent (as each Party may have authority to do so) may:

15.3.1. Take any enforcement or corrective action provided for in CITY code, as from time to time amended; provided such action is not otherwise in conflict with the provisions of this Franchise, and/or;

15.3.2. By ordinance, declare an immediate forfeiture of this Franchise for a breach of any material obligations under this Franchise and/or;

15.3.3 Take such other action to which it is entitled under this Franchise or any applicable law or

15.3.4 In the case of the DISTRICT withholding payment or take any applicable interim legal action until the alleged default is resolved.

15.4 Unless otherwise agreed by the CITY and the DISTRICT in writing, the CITY and the DISTRICT shall, as may reasonably be practicable, continue to perform their respective obligations under this Franchise during the pendency of any dispute.

15.5 Neither the DISTRICT's acceptance of this Franchise, the DISTRICT's appearance before the CITY Council at any public proceeding concerning the proposed termination of this Franchise, nor any action taken by the CITY Council as a result of any such public proceeding, including a declaration of termination or a finding of grounds to terminate, shall be construed to waive or otherwise affect the DISTRICT's right to seek dispute resolution of the rights and responsibilities of the parties under this Franchise.

15.6 This Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement, or other document required by or obtained from the CITY in conjunction with the exercise (or failure to exercise) by the DISTRICT of any and all rights, benefits, privileges, obligations, or duties in and under this Franchise, unless such permit, approval, license, agreement or other document specifically references this Franchise and states that it supersedes this Franchise to the extent it contains terms and conditions that change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise.

15.7 Except for interim legal relief such as seeking an injunctive order, the dispute resolution provided in this Agreement is a pre-requisite to the filing of any lawsuit.

SECTION 16 RESERVATION OF RIGHTS

In the event the CITY should vacate, close, or abandon any portion of any public street, avenue, alley, road, highway, right-of-way or other CITY property which is subject to rights granted by said Franchise, or which contains any portion of the DISTRICT's Facilities the CITY shall, after granting an alternate route in its vacation procedure, reserve and grant an easement to the DISTRICT for the DISTRICT's existing Facilities unless the DISTRICT determines the easement is unnecessary. Any conveyance of land contained in such closed, abandoned public streets, alley, or right-of-way shall be subject to the rights herein granted.

In cases where the CITY determines that reserving and granting an easement to the DISTRICT is impracticable, the CITY will notify the DISTRICT thirty (30) business days prior to any final vacation action. In these cases, if the vacation, closure, or abandonment was developer initiated, all costs for the relocation of the DISTRICT's facilities is borne by the developer. If the vacation, closure, or abandonment was CITY initiated, all costs for the relocation of the DISTRICT's facilities is borne by the CITY. If the vacation, closure, or abandonment was DISTRICT initiated, all costs for the relocation of the DISTRICT's facilities is borne by the DISTRICT.

SECTION 17 ANNEXATION

Annexation of unincorporated areas within the CITY's Planning Area Boundary, including CITY consideration of acquisition of DISTRICT electric transmission and distribution facilities, shall comply with RCW 35A 14 (Annexation by Code Cities) and this Franchise between the CITY and the DISTRICT.

SECTION 18 SEVERABILITY

18.1 Except as provided below, if any section, subsection, sentence, clause, phrase, term, provision, condition, covenant or portion of this Franchise is for any reason held invalid or unenforceable by any court of competent jurisdiction, or supersede by state or federal legislation, rules, regulations or decision, the remainder of this Franchise shall not be affected thereby but shall be deemed as a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof, and each remaining section, subsection, sentence, clause, phrase, provision, condition, covenant and portion of this Franchise shall be valid and enforceable to the fullest extent permitted by law. The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

18.2 If any material provision of this Franchise is for any reason held invalid or unenforceable by any court of competent jurisdiction, or superseded by state or federal law, rules, regulations or decision so that the intent of these provisions is frustrated, the parties agree to immediately negotiate a replacement provision to fulfill the purpose and intent of the superseded provisions consistent with applicable law.

SECTION 19 NOTICES

All notices from the DISTRICT to the CITY pursuant to this Franchise shall be directed to the City Manager at P. O. Box 819 ,Kelso, Washington 98626, or to such person as designated by the CITY Manager. All notices from the CITY to the DISTRICT pursuant to this Franchise shall be directed to the General Manager at P. O. Box 3007, Longview, Washington 98632, or to such person as designated by the General Manager. The DISTRICT shall maintain within the Cowlitz County area throughout the term of this Franchise an address for service of notices by mail. The DISTRICT shall also maintain within the Cowlitz County area a local telephone number operational during normal business hours for the conduct of matters related to this Franchise. Any change in address or telephone number shall be furnished to the CITY ten (10) days prior to the change. Any change to CITY ordinances that affect the DISTRICT's compliance with this Franchise shall be furnished to the DISTRICT ninety (90) days prior to such change.

SECTION 20 EFFECTIVE DATE

20.1 This Franchise shall be in full force and effect five (5) days after publication by the CITY, subject to approval by the DISTRICT Board of Commissioners in accordance with the provisions of this Franchise. This Franchise is and shall remain in full force and effect for a

period of ten (10) years from and after the effective date of the ordinance, plus any extensions, or as terminated, as provided herein.

20.2 This Franchise represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral negotiations between the parties.

PASSED BY THE CITY COUNCIL OF THE CITY OF KELSO, WASHINGTON THIS ____ DAY OF _____, 2025.

CITY OF KELSO

Veryl Anderson, Mayor

ATTEST:

Brian Butterfield, City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

Public Hearing:
First reading:
Second Reading/Passage:
Date of Publication:
Effective Date:

STATE OF WASHINGTON)
) ss
COUNTY OF COWLITZ)

I, _____, the duly qualified City Clerk of the City of _____, situated in Cowlitz County, State of Washington, do hereby certify that the foregoing is a full, true and correct copy of Ordinance No. _____, an ordinance of the City of _____, entitled:

**CITY OF KELSO
ORDINANCE NO. _____**

AN ORDINANCE of the City of Kelso, Washington, granting the Public Utility District No. 1 of Cowlitz County, Washington, a municipal corporation, its successors and assigns, the right, privilege, authority and franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across, and through the Franchise Area to provide for communications systems and the transmission, distribution and sale of electric energy for power, heat and light, and any other purpose for which electric energy may be used.

I further certify that said Ordinance No. _____ was: (i) introduced on the _____ day of _____, 2025; (ii) submitted to the City Attorney on the _____ day of _____, 2025; (iii) published on the _____ day of _____, 2025, according to the law; (iv) approved by the majority of the entire legislative body of the City of Kelso, at a regular meeting thereof on the _____ day of _____, 2025; and (v) approved and signed by the Mayor of the City of Kelso on the _____ day of _____, 2025.

WITNESS my hand and official seal of the City of _____, this _____ day of _____, 2025.

_____, City Clerk
City of _____, State of Washington



**HONORABLE MAYOR AND CITY COUNCIL
CITY OF KELSO, WASHINGTON**

In the matter of the application :
of Public Utility District No. 1 of :
Cowlitz County, Washington, for : Franchise Ordinance No. _____
a franchise to construct, operate :
and maintain facilities in, upon, :
over, under, along, across and :
through the franchise area of the : **ACCEPTANCE**
City of Kelso , Washington :
:

WHEREAS, the City Council of the City of Kelso, Washington, has granted a franchise to Public Utility District No. 1 of Cowlitz County, Washington, its successors and assigns, by enacting Ordinance No. _____, bearing the date of _____, 2025; and

WHEREAS, a copy of said Ordinance granting said franchise was received by the Public Utility District No. 1 of Cowlitz County, Washington on _____, 2025, from said City of Kelso of Cowlitz County, Washington.

NOW, THEREFORE, Public Utility District No. 1 of Cowlitz County, Washington, for itself, its successors and assigns, hereby accepts said Ordinance and all the terms and conditions thereof, and files this, its written acceptance, with the City of Kelso of Cowlitz County, Washington.

IN TESTIMONY WHEREOF said Public Utility District No. 1 of Cowlitz County, Washington has caused this written Acceptance to be executed in its name by its undersigned _____ thereunto duly authorized on this _____ day of _____, 2025.

PUBLIC UTILITY DISTRICT NO. 1 OF

COWLITZ COUNTY, WASHINGTON

By: Gary Huhta, General Manager

Approved as to form:

Richard L. Hughes, General Counsel

Copy received for City of Kelso
on _____, 2025

By: _____
City Clerk



1. Power Management

1.1 District Load Summary (TRL)

1.1.1 Non-Industrial Load

1.1.2 Major Industrial Load

1.2 Heating Degree Days

1.3 Precipitation & Temperature

1.4 Runoff Forecast

1.5 Resource Performance

1.5.1 BPA Power

1.5.2 Swift No.2

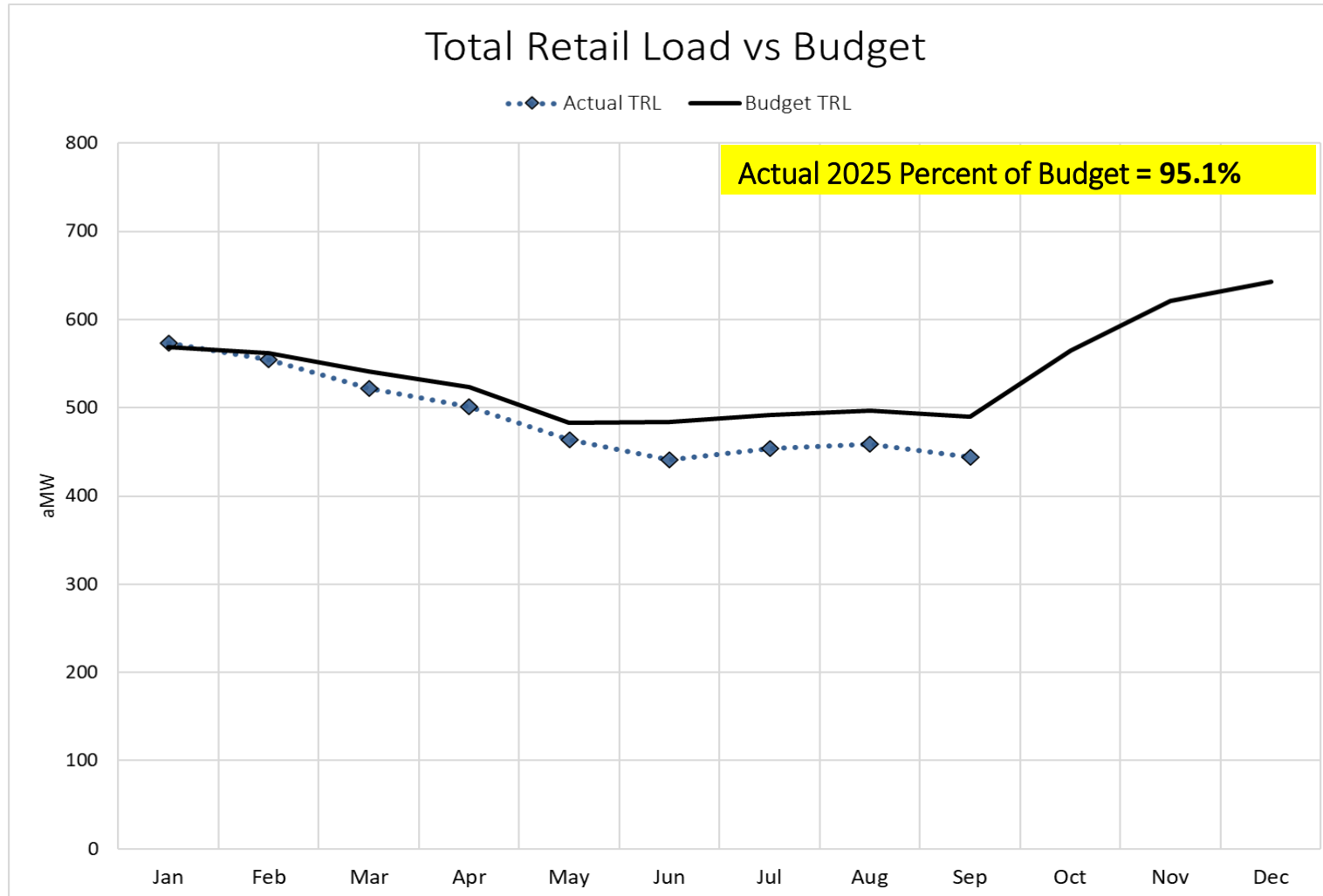
1.5.3 Wind (White Creek and Harvest Wind)

1.6 Wholesale Market Prices (Power & Natural Gas)

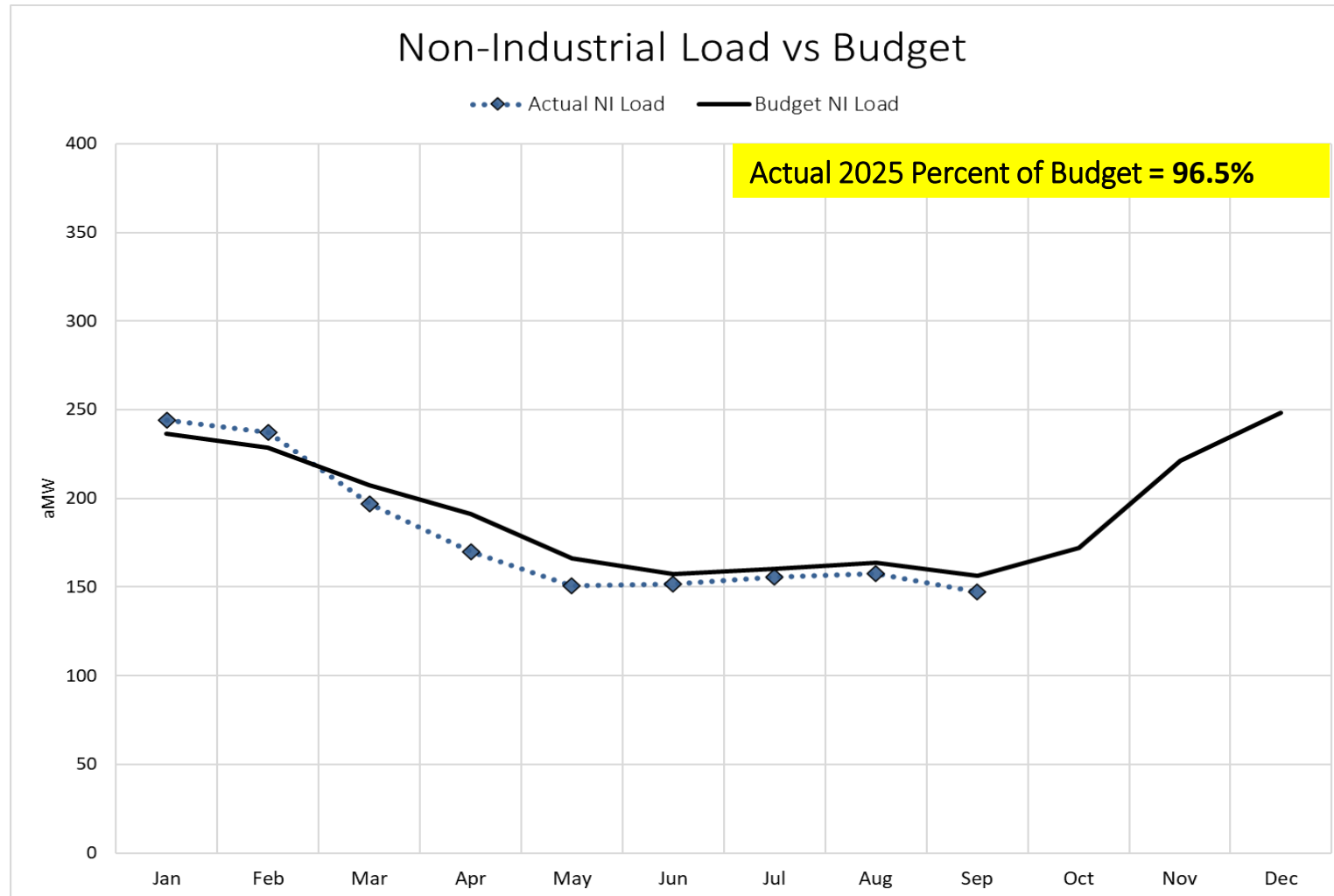
1.7 Net Secondary Sales Revenue

1.8 Net Power Cost – Non-Schedule 50

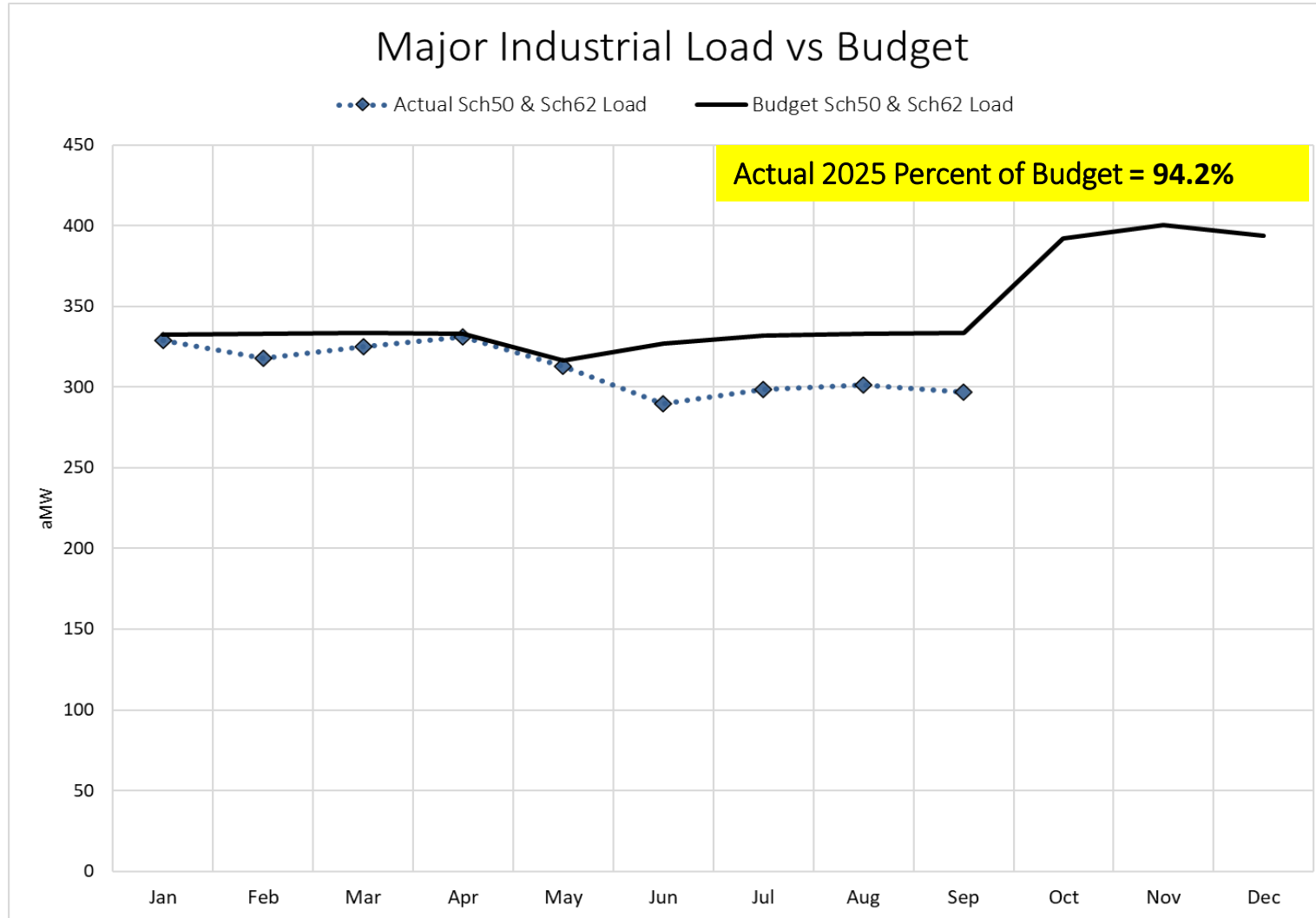
1.1 District Load Summary (Total Retail Load)



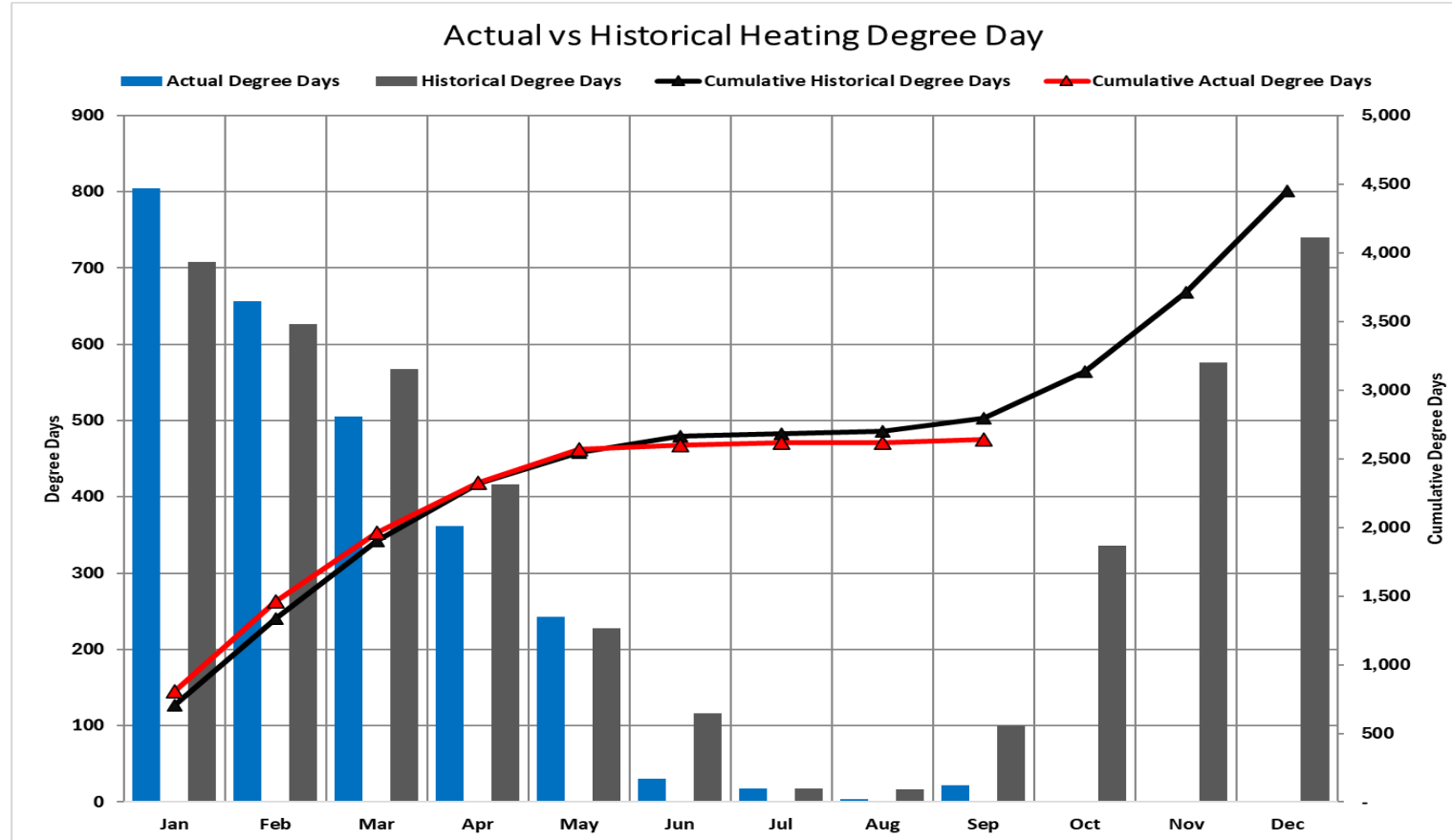
1.1.1 Non-Industrial Load Summary



1.1.2 Major Industrial Load Summary

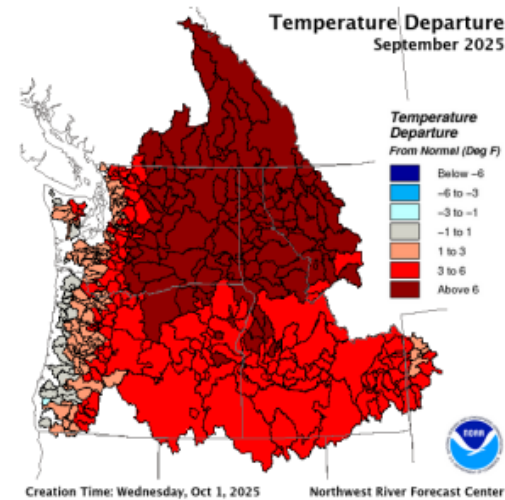
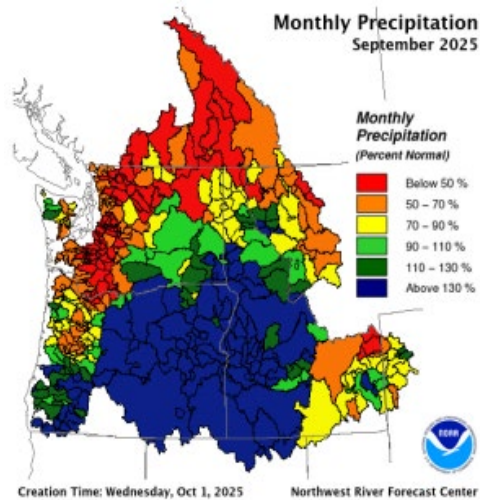
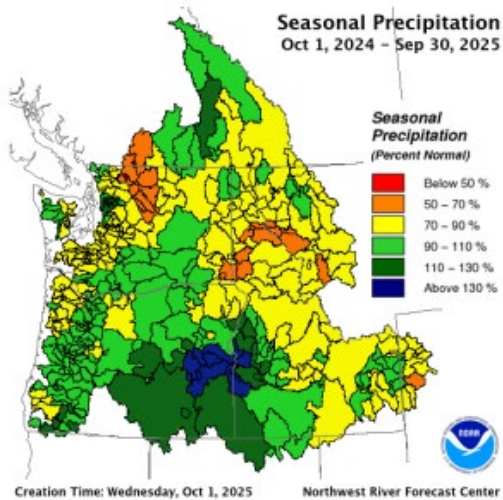


1.2 Heating Degree Days



Temperatures in September continued to be above average, finishing at 22% of the historical average Heating Degree Days (HDD) for the month. The HDD year-to-date is currently 94% of average; a 3% decrease from the previous month's report.

1.3 Precipitation & Temperature

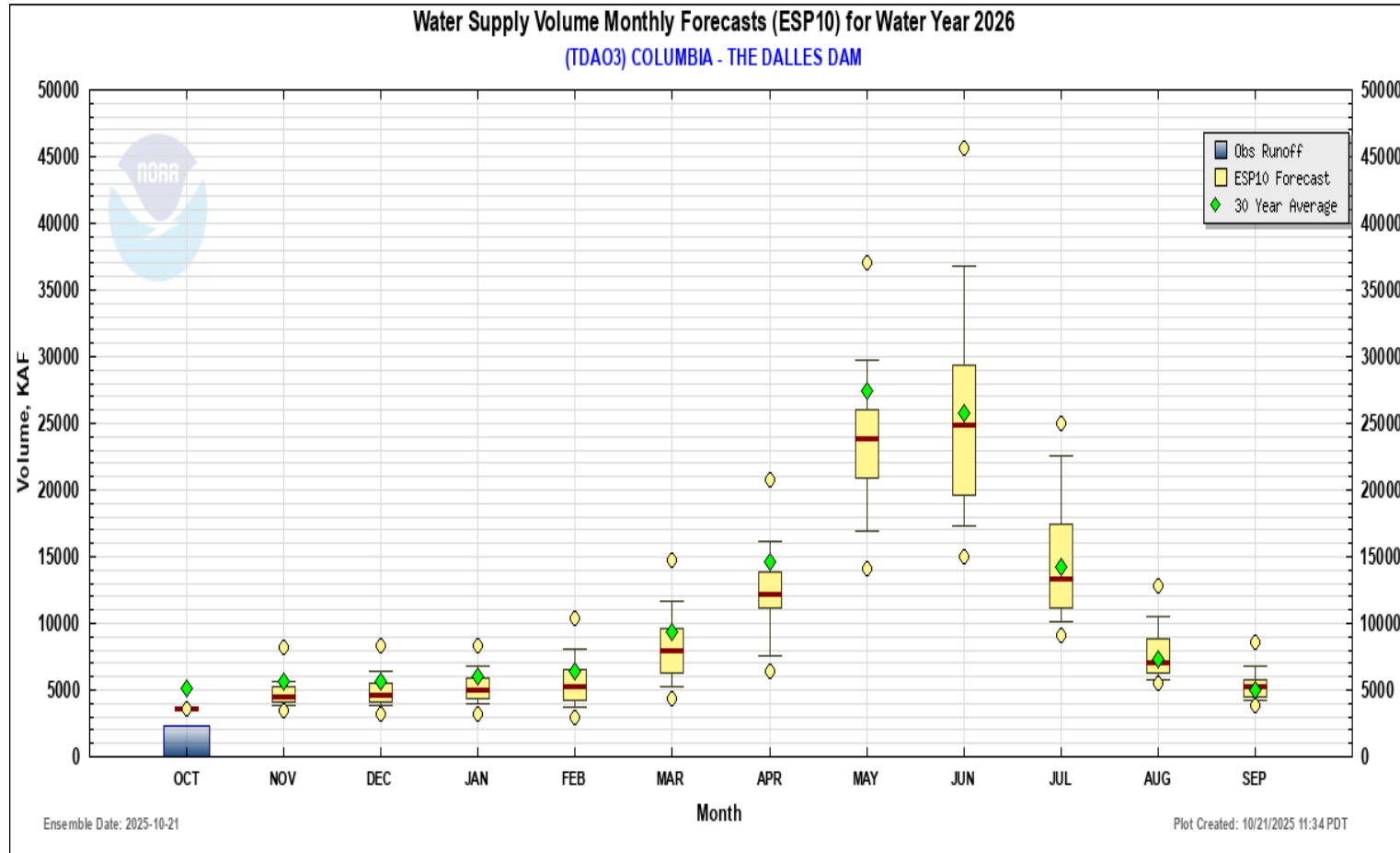


Seasonal precipitation through September remained largely consistent with the previous month, though slight decreases were observed in Northern Washington and parts of the Eastern Pacific Northwest

In September, the upper Pacific Northwest experienced significant declines in precipitation, while conditions in the southern region remained stable.

Temperatures in September were well above average for the entire PNW, with the northern area observing the hottest temperatures.

1.4 Runoff Forecast



September's water supply finished at 84% of average. WY2025 at The Dalles finished at 80%. October is forecasted to finish at 70% of average.

1.5 Resource Performance

BPA Federal System Power



Swift No. 2



Harvest & White Creek Wind



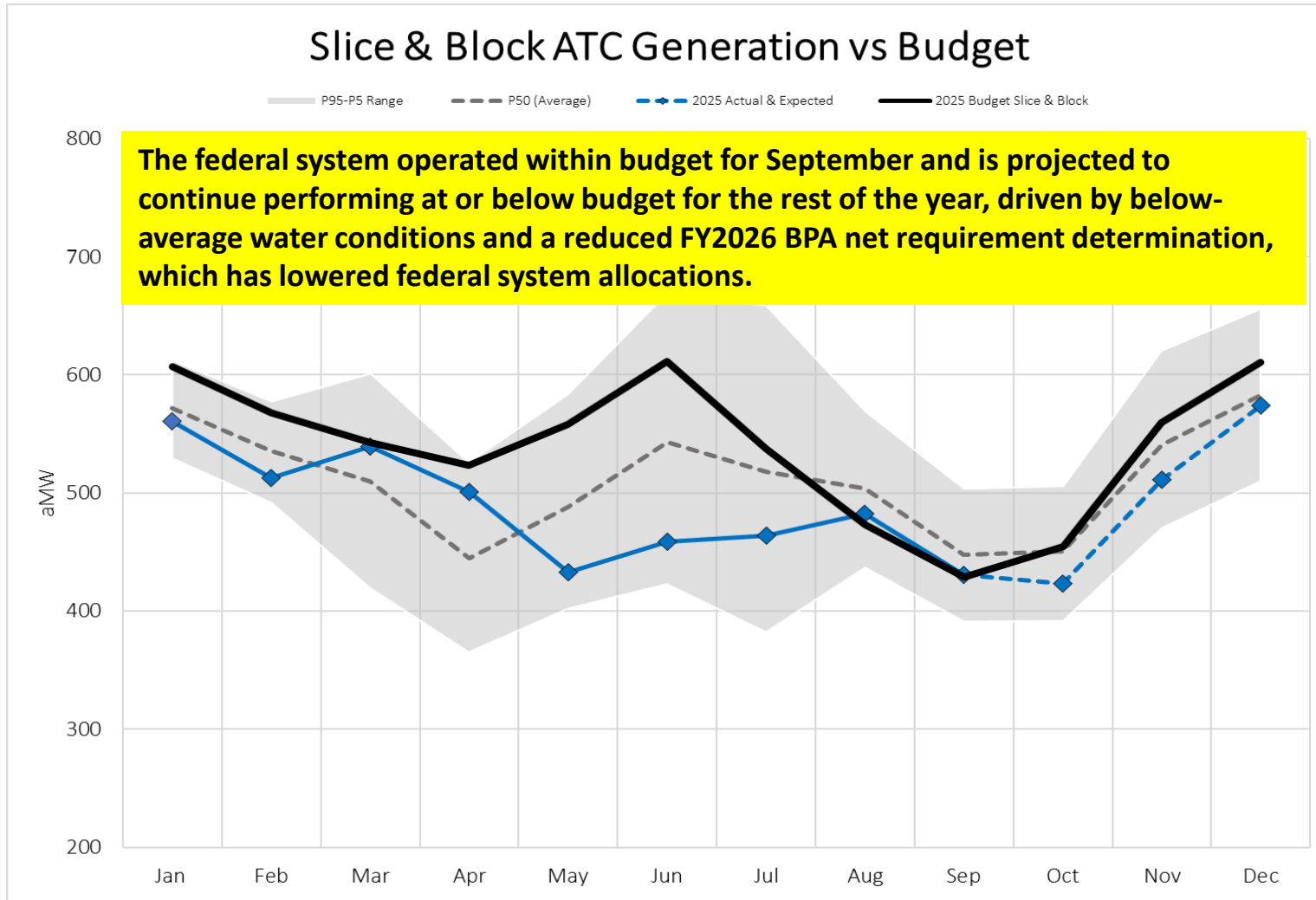
Annual Resource Projections vs Budget

The BPA Federal System is anticipated to produce 91% of the budgeted expected generation. No change from the previous report.

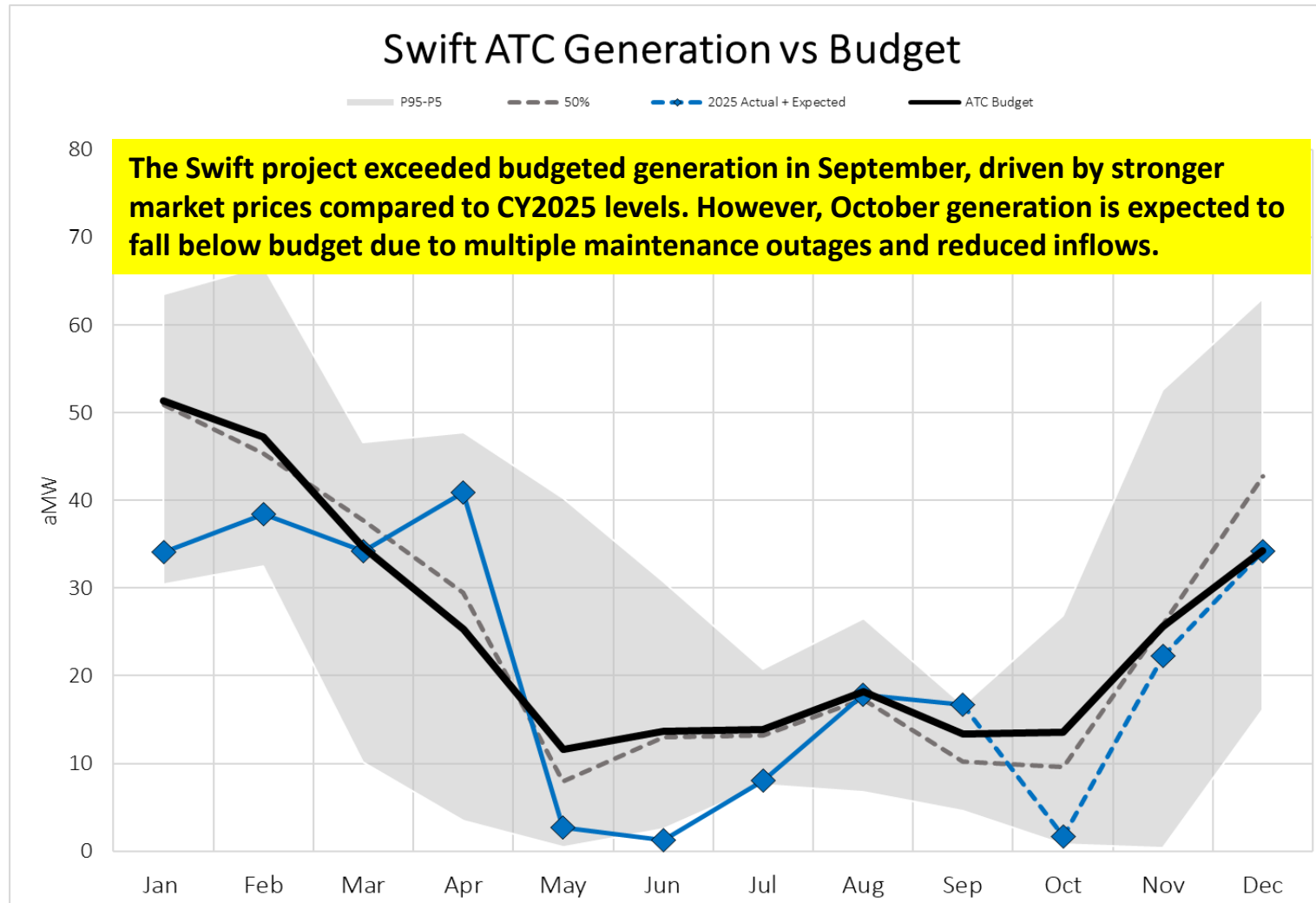
Swift No. 2 is currently anticipated to produce 83% of the budgeted expected ATC generation in 2025. Down 2% from the previous report.

HW & WCW are anticipated to produce 113% of the budgeted expected generation in 2025. This percentage is largely attributed to the new Harvest Wind allocation.

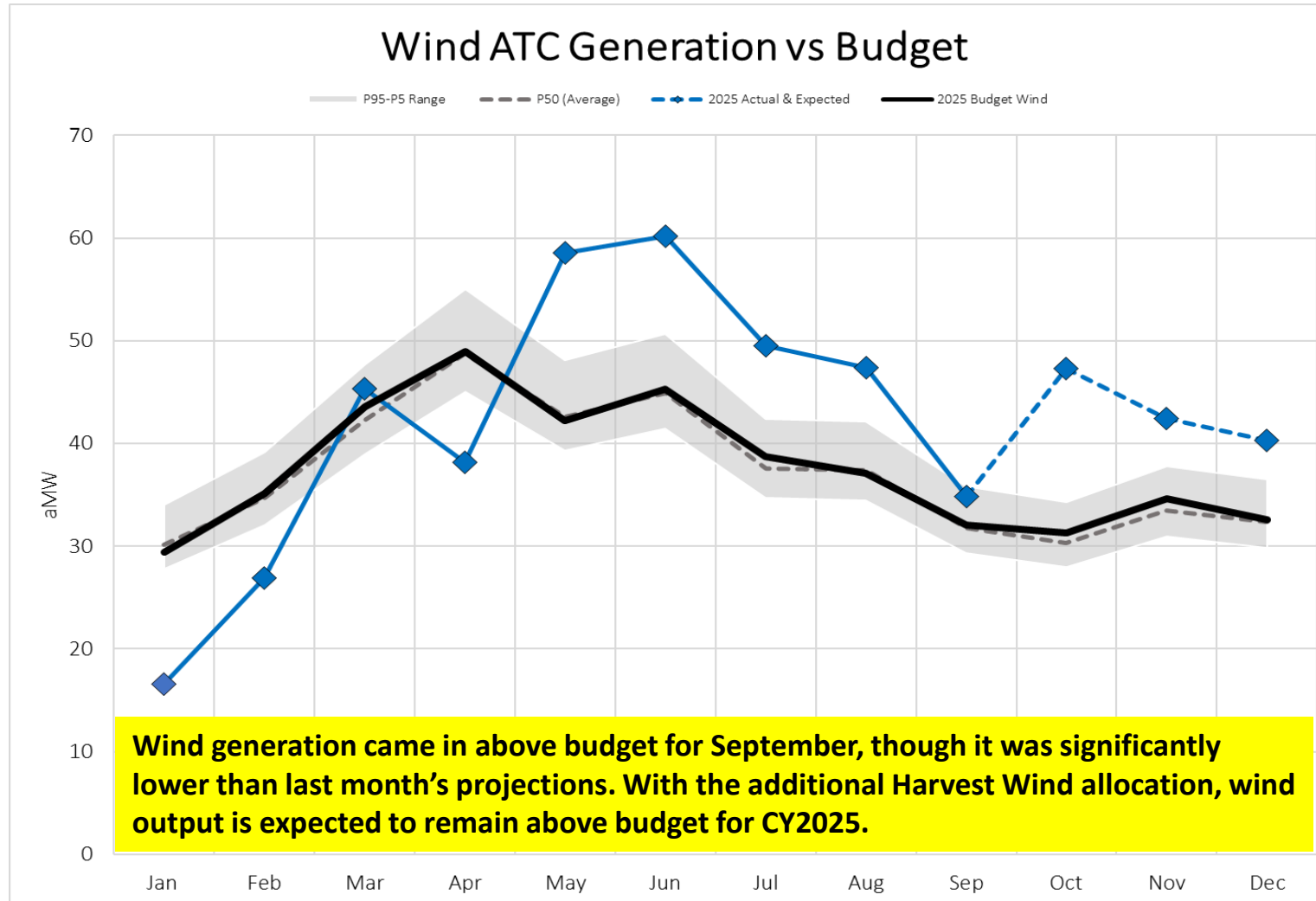
1.5.1 BPA Power



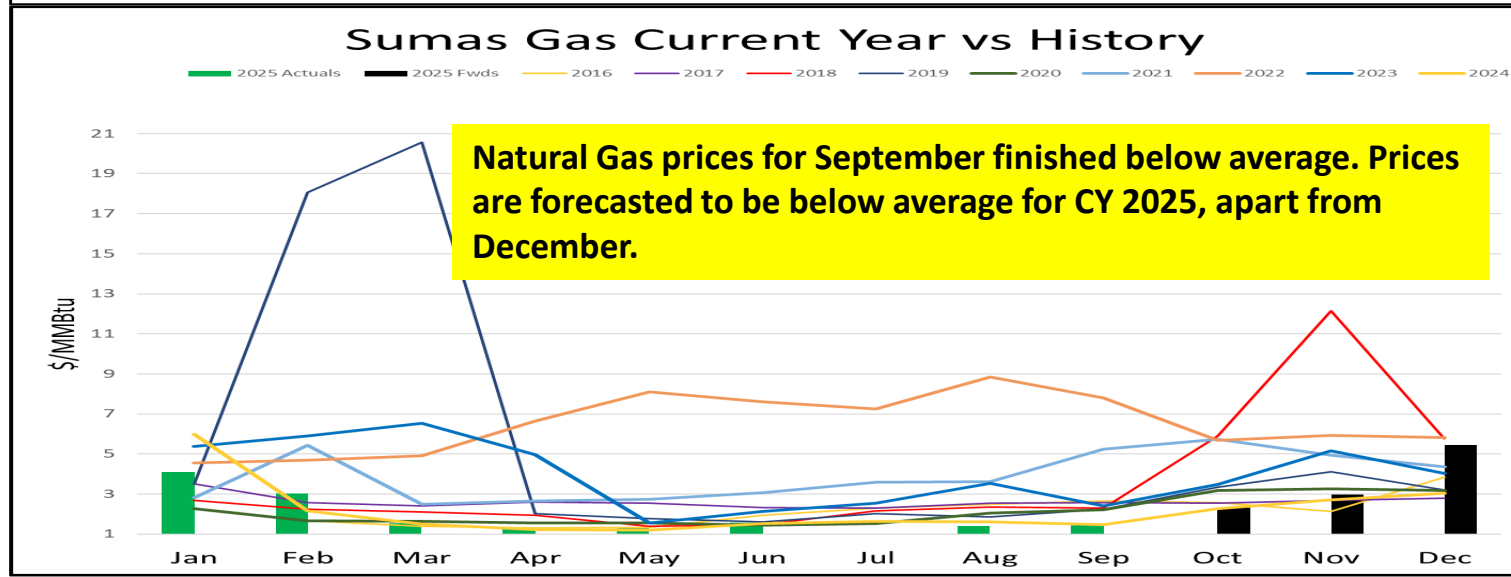
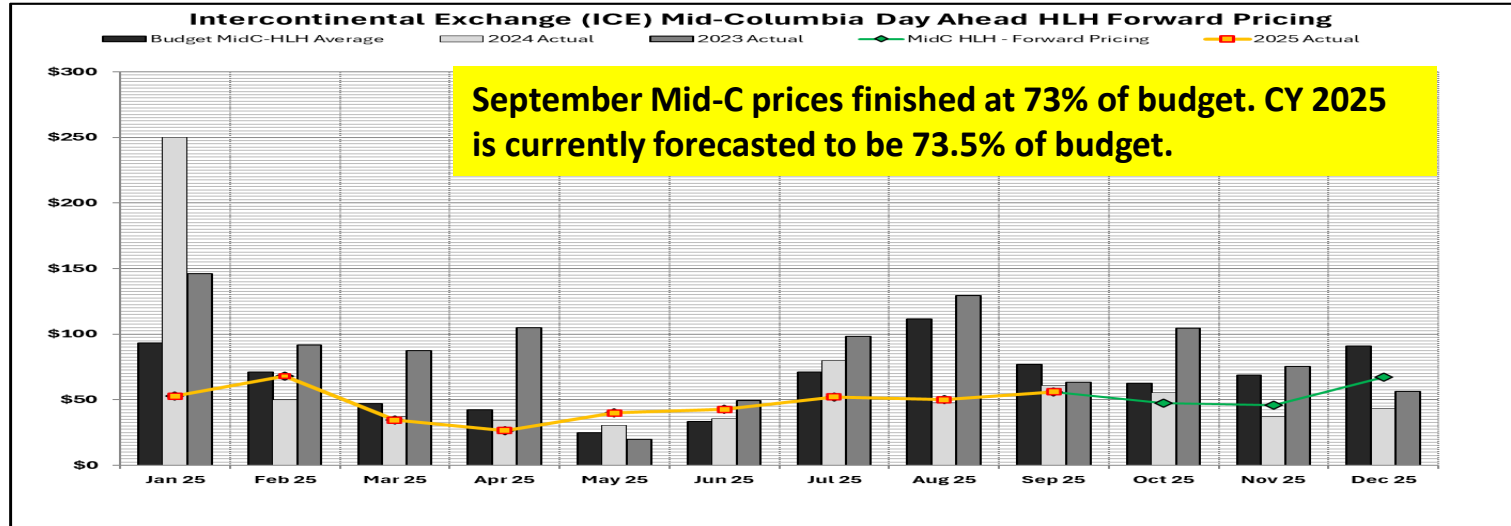
1.5.2 Swift No. 2 Generation



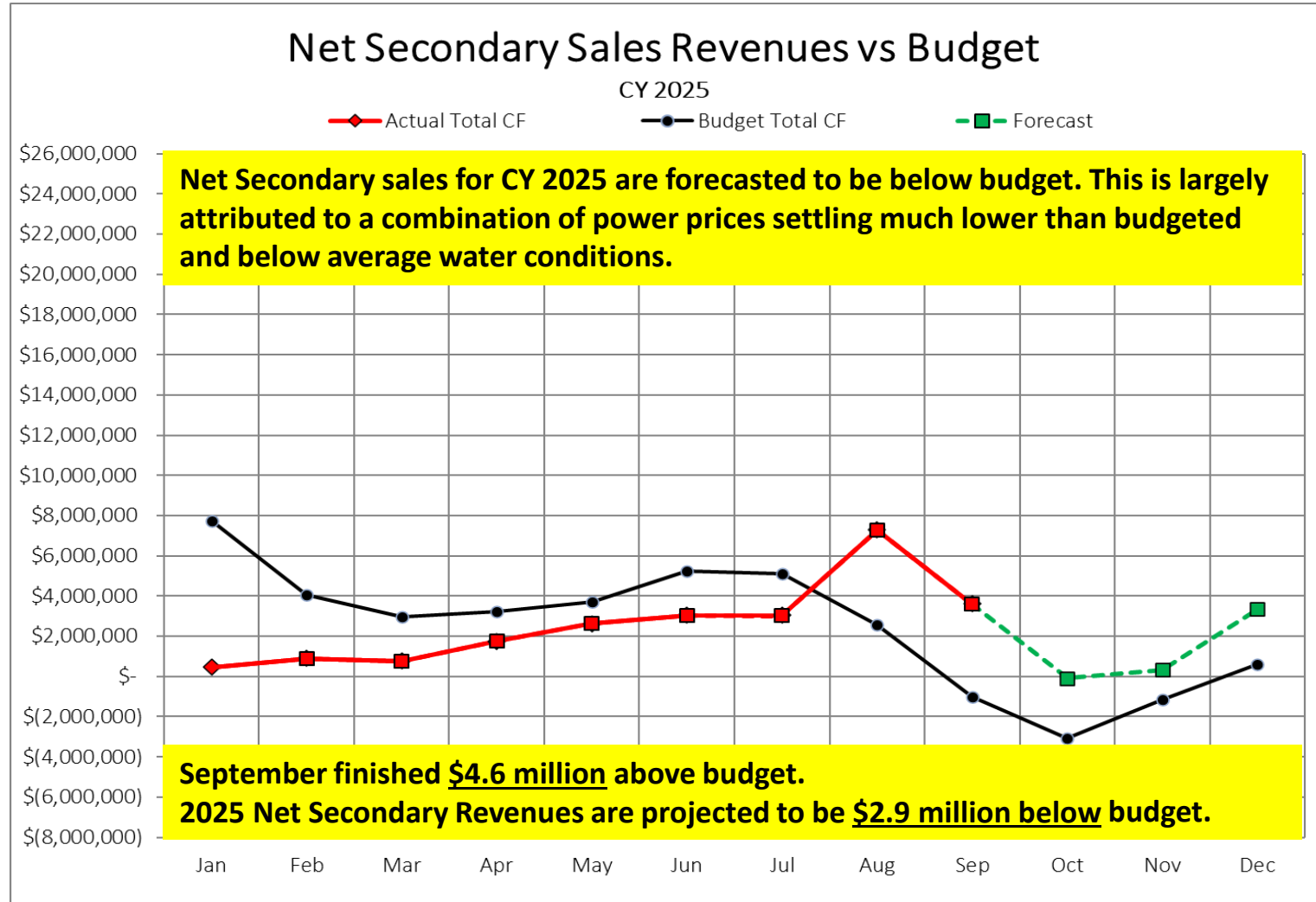
1.5.3 Wind (WC & HW)



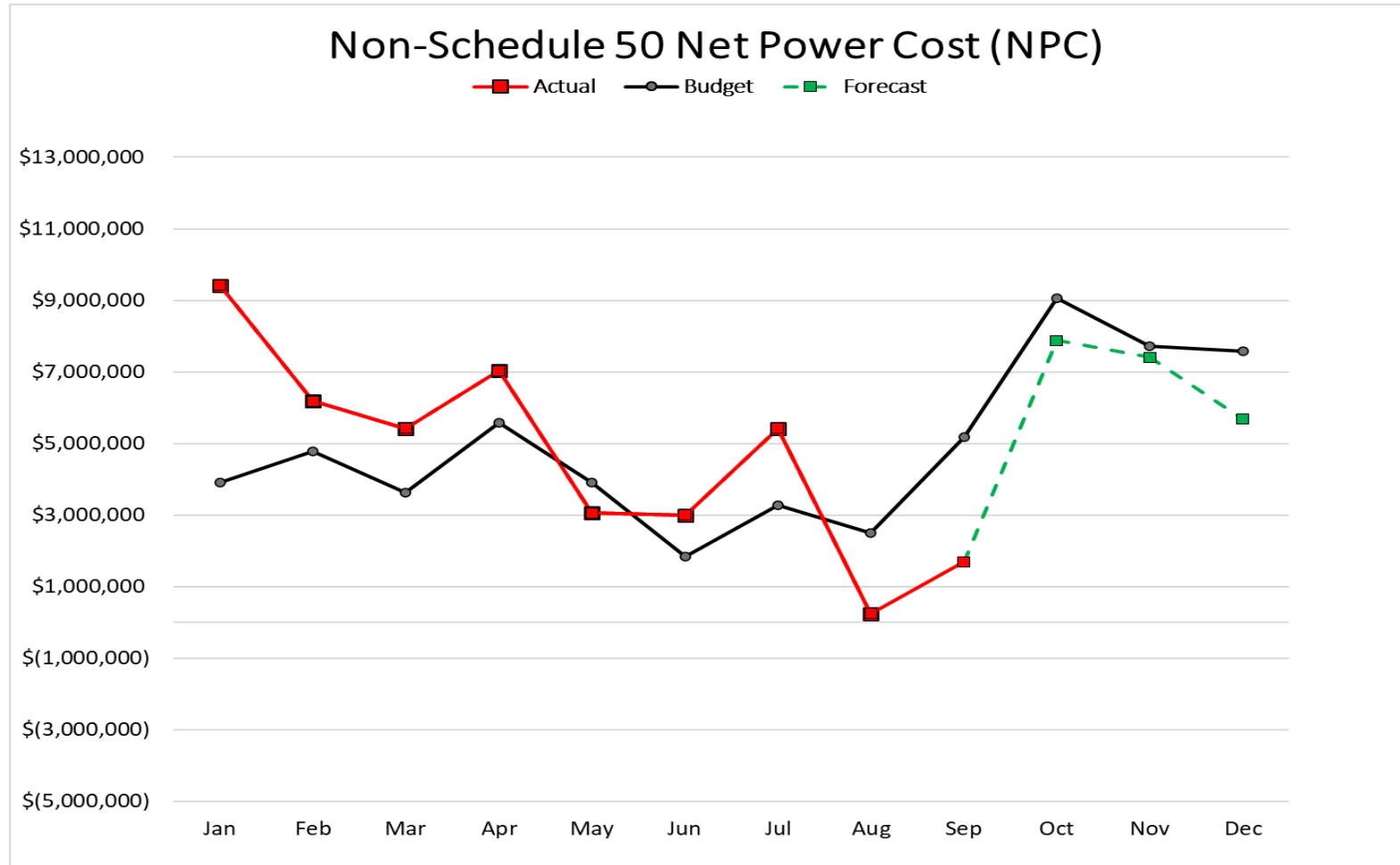
1.6 Wholesale Power Market Prices



1.7 Net Secondary Sales Revenue



1.8 Net Power Cost – Non-Schedule 50



September's actual Non-Sch50 NPC was \$3.4 million below budget. Annual Non-Schedule 50 NPC is projected to be \$3.5 million above budget, reflecting an annual Non-Schedule 50 NPC of ~ \$62.5 million.

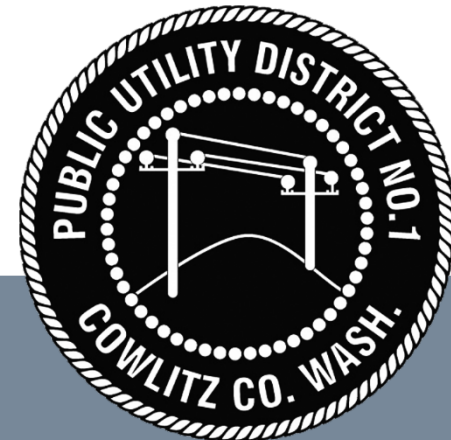
Cowlitz PUD

Quarterly Energy Efficiency

Program Update

October 28, 2025

Jen Langdon, Energy Efficiency Manager



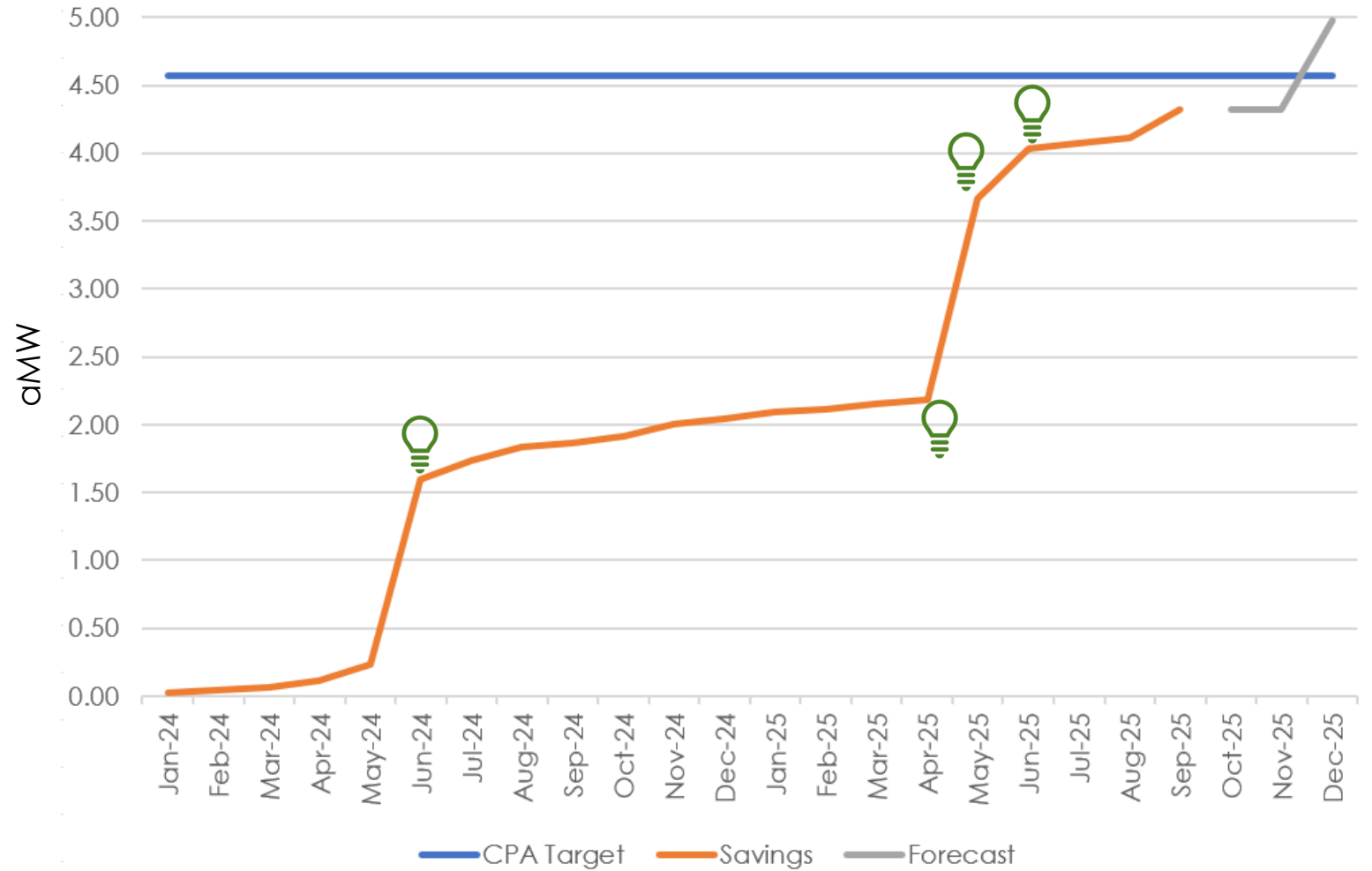
I-937 Target Achieved!

Conservation Potential Assessment (CPA)
Target: 4.570 aMW

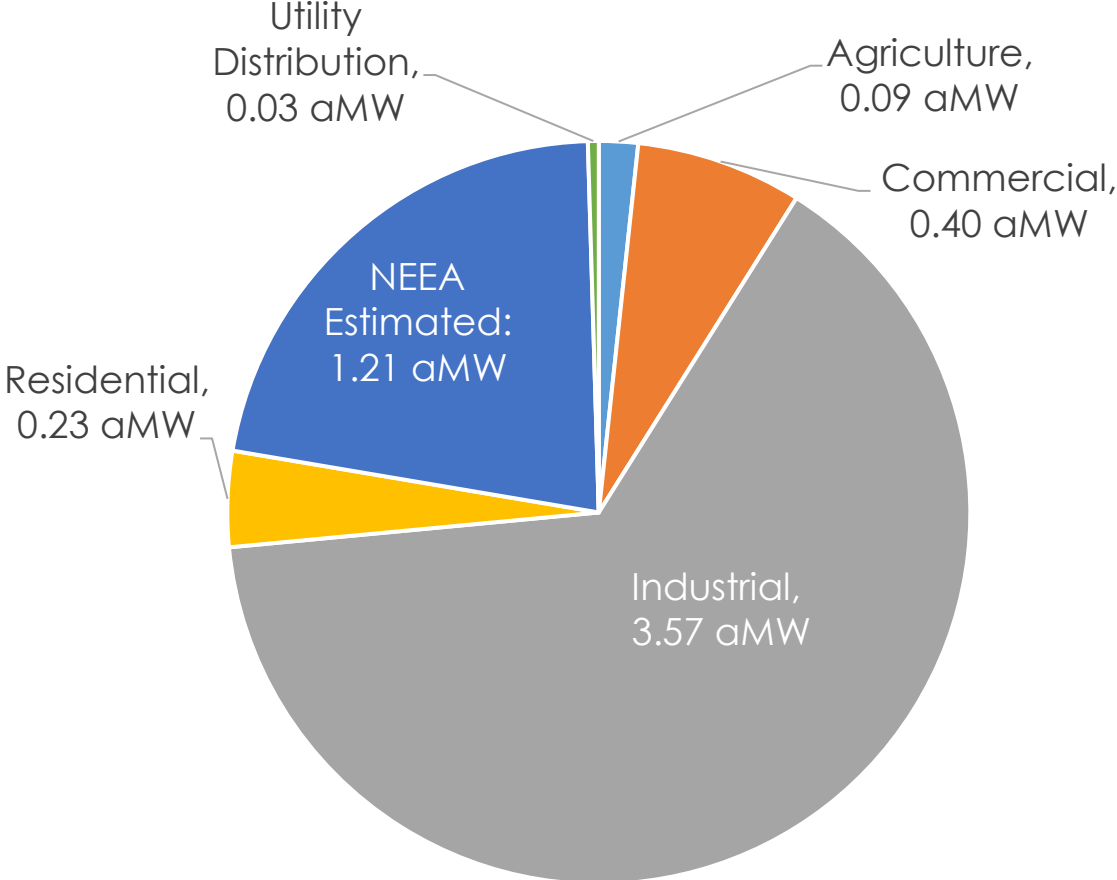
- 💡 Large Industrial
 - Custom Projects
 - Strategic Energy Management

Note:

- 2024 includes **booked** NEEA savings
- 2025 includes **estimated** NEEA savings



Savings by Sector



Northwest Energy Efficiency Alliance (NEEA) Savings		
	Year	aMW
Achieved	2024	0.55
Forecast	2025	0.659
Total		1.21
Sector Savings		
	2024/2025	4.80
Total		5.459

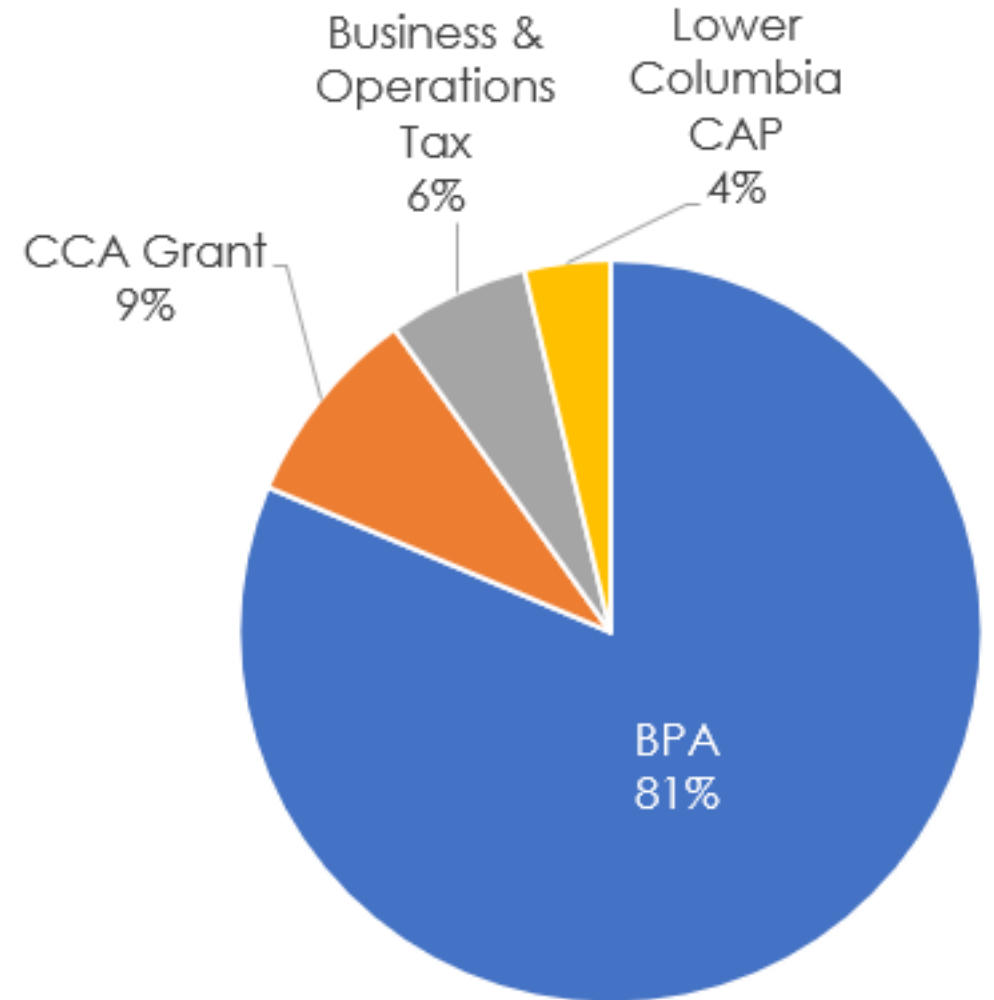
Residential Program Funding Sources

BPA: HVAC, Water Heating, Weatherization, Clothes Washers/Dryers, EV Chargers, Duct Sealing

Climate Commitment Act (CCA) Grant: Cold Climate Heat Pumps (Ducted and Ductless)

Business and Operations Tax: Cold Climate Ductless Heat Pumps and Heat Pump Water Heaters

Lower Columbia CAP: HVAC and Weatherization

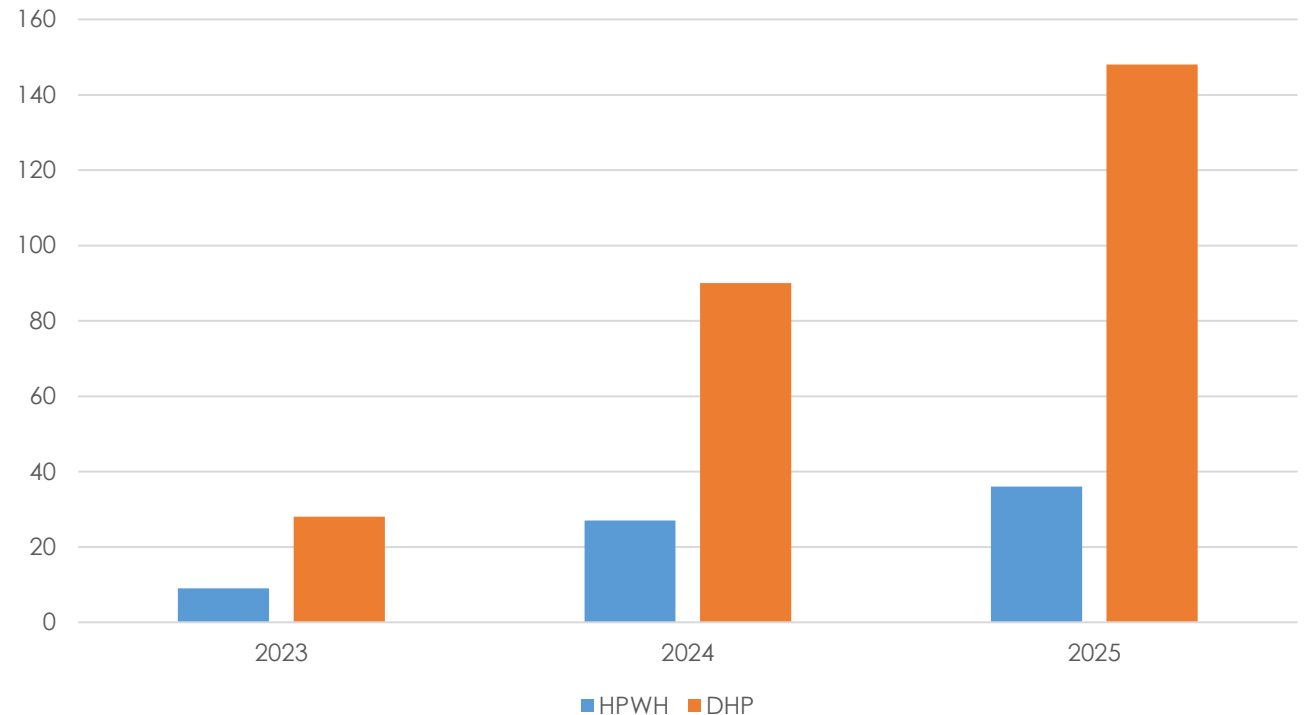


Business & Operations Tax Funding

Heat Pump Water Heater (HPWH) and Ductless Heat Pump (DHP) Installations:

- Single Family Homes
- Manufactured Homes
 - 2025: Offering venting
- Multi-Family Homes
- Duplexes
- 80% AMI or less

Installation By Year



CCA Home Electrification and Appliance Rebate (HEAR) Program

Status Update:

- All equipment installed and invoiced
- Completed final reporting to Commerce

Total Award	\$ 1,543,466.00
Spent Funds	\$ 1,496,806.10
Remaining	\$ 46,659.90

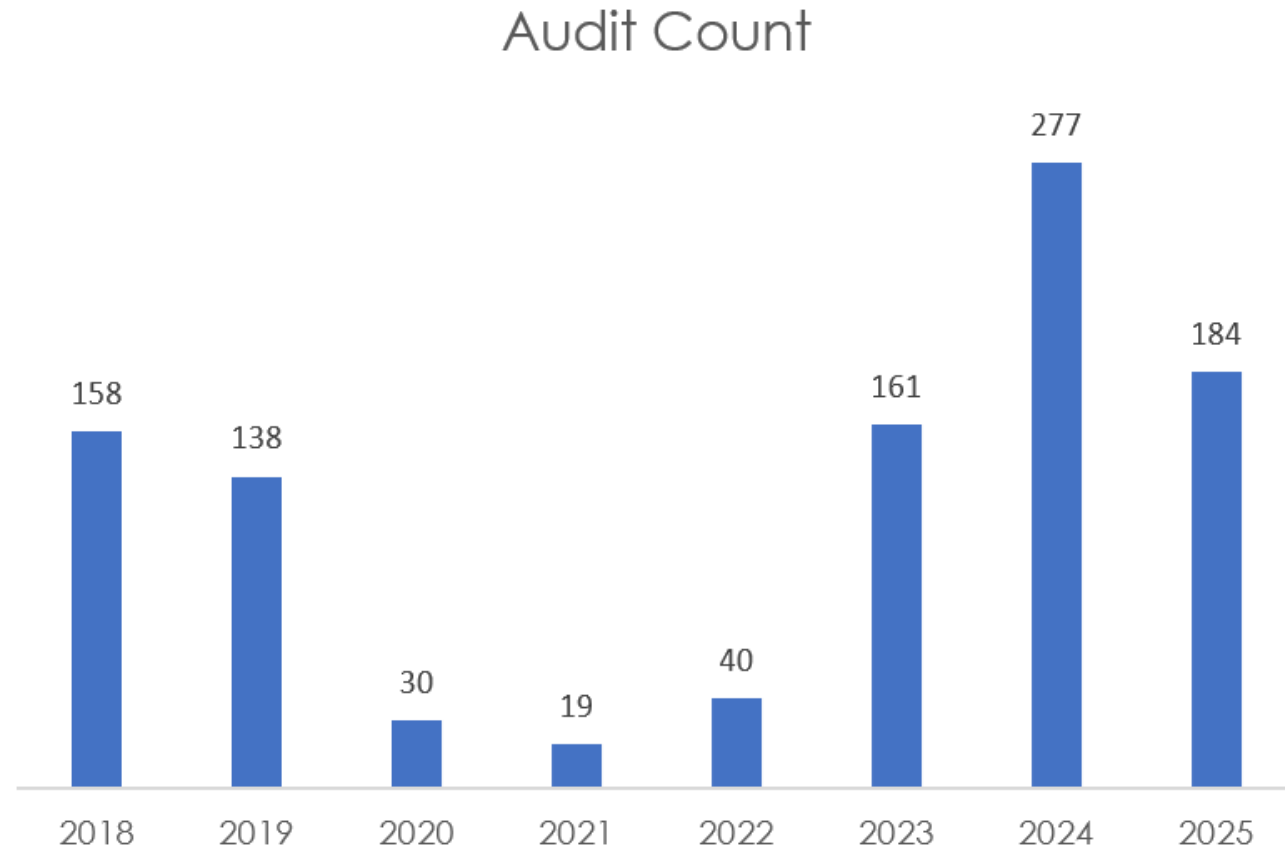
	Count
Ductless	124
Ducted	20
TOTAL	144



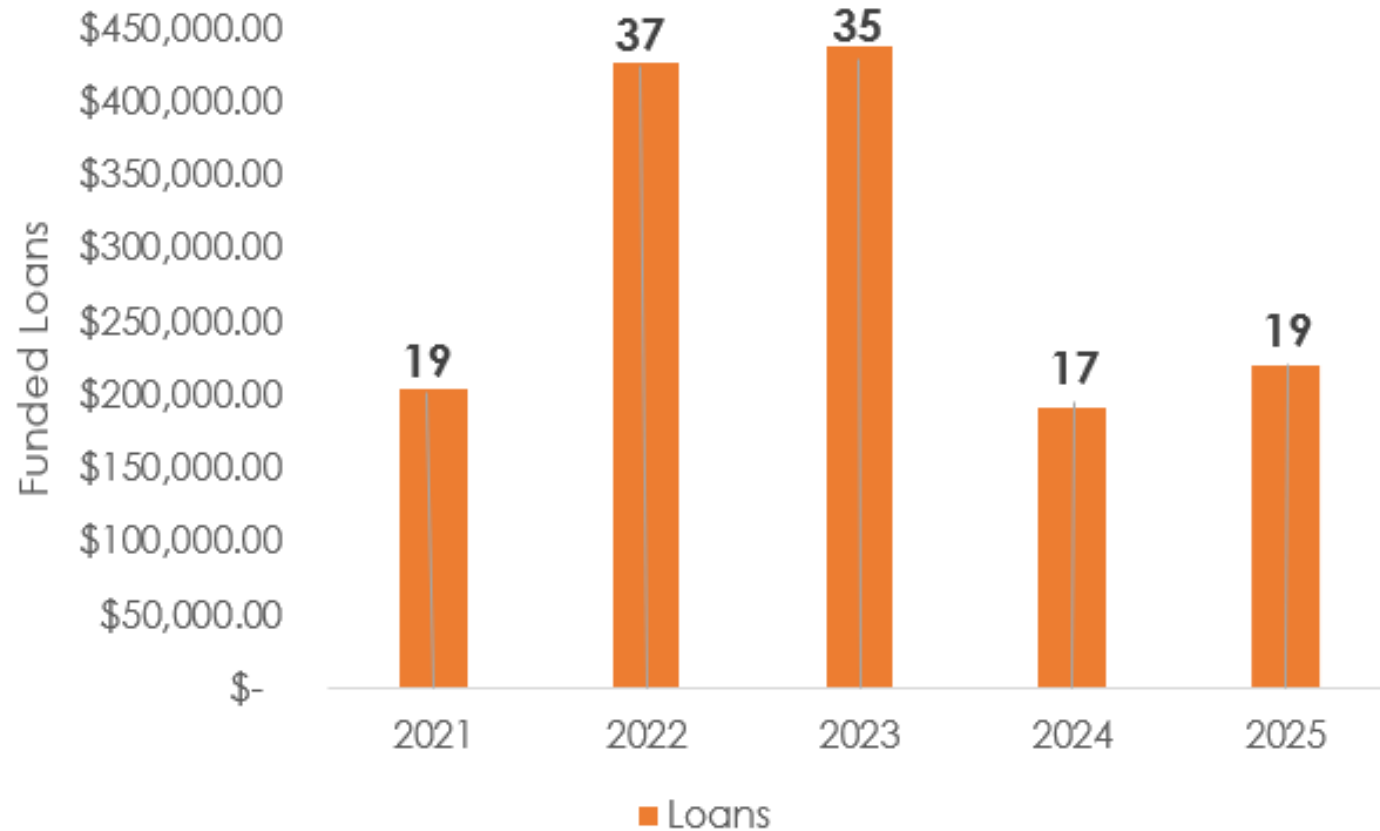
The *Income Qualified Ducted and Ductless Cold Climate Heat Pump Program* is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.

Home Energy Audits

- Energy Efficiency Specialists perform free home energy audits for our customers:
 - Identify energy opportunities
 - Help customers prioritize projects
 - Address high bill questions
 - Customer education and general curiosity



Home Energy Loan Program



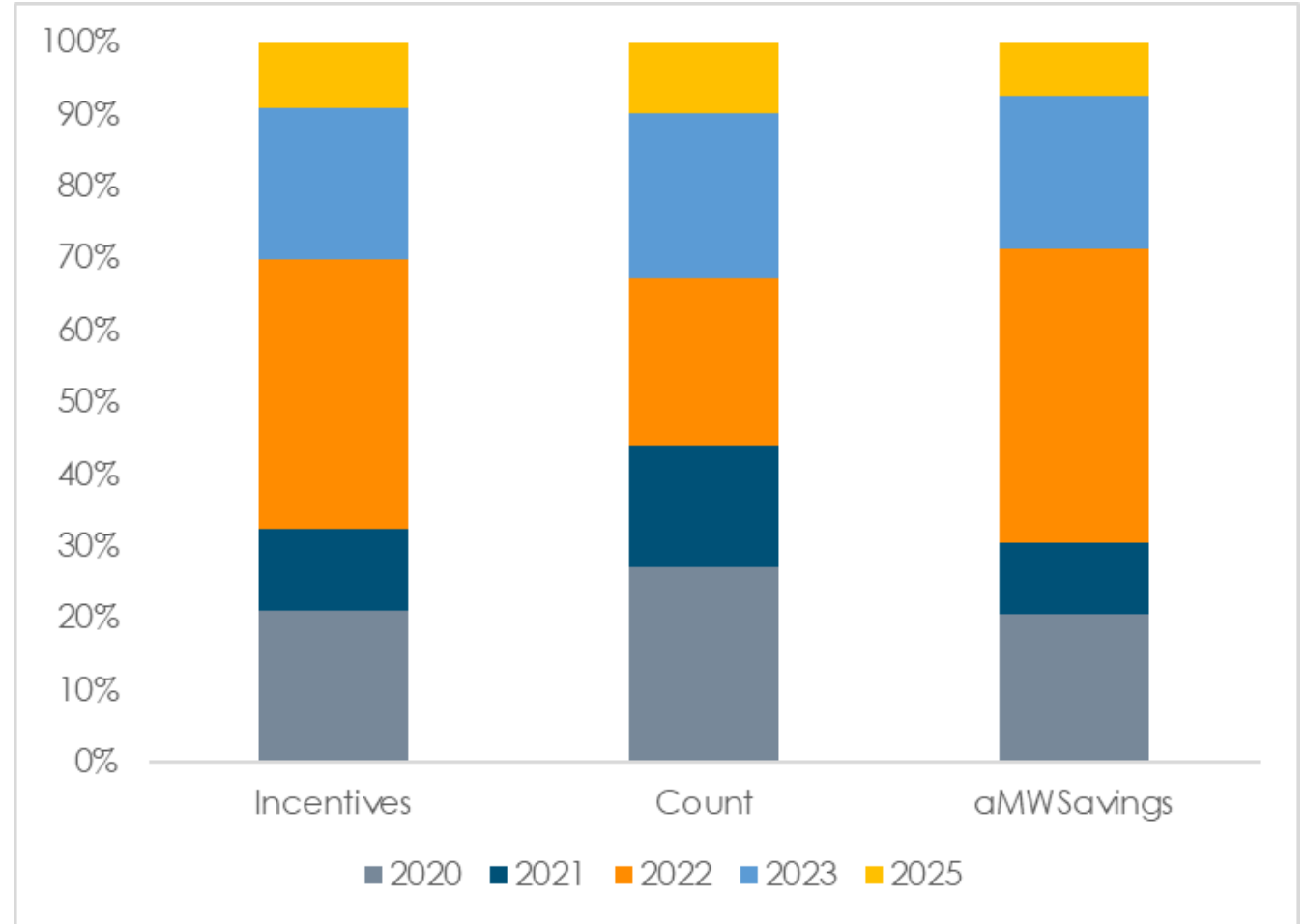
- Started funding loans May 2021
 - 127 Customers Served
 - \$1,482,937 in total loans
- Completed Measures:
 - Ductless Heat Pump
 - Air Source Heat Pump
 - Insulation
 - Windows



COM Lighting

Jan 2020 – Sep 2025*

Projects Completed : 223
Incentives Paid: \$1,0257,055
Savings: 0.830 aMW



*Values are reflective of data through 9/30/2025

COM Non-Lighting

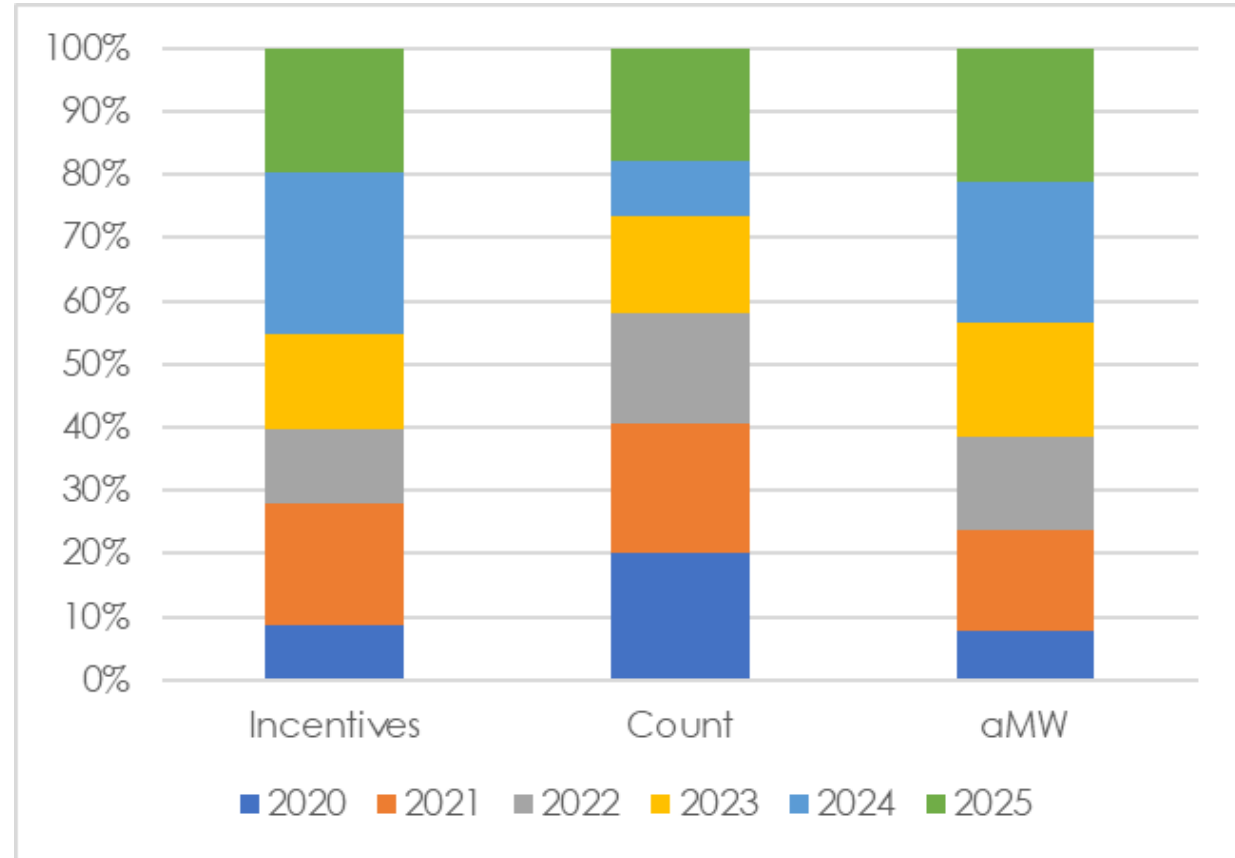
Jan 2020 – Sep 2025*

Projects Completed : 95

Incentives Paid: \$945,920

Savings: 0.426 aMW

- Project Type:
 - HVAC
 - Smart Thermostats
 - Water Heating
 - Weatherization
 - Refrigeration
 - Custom Projects

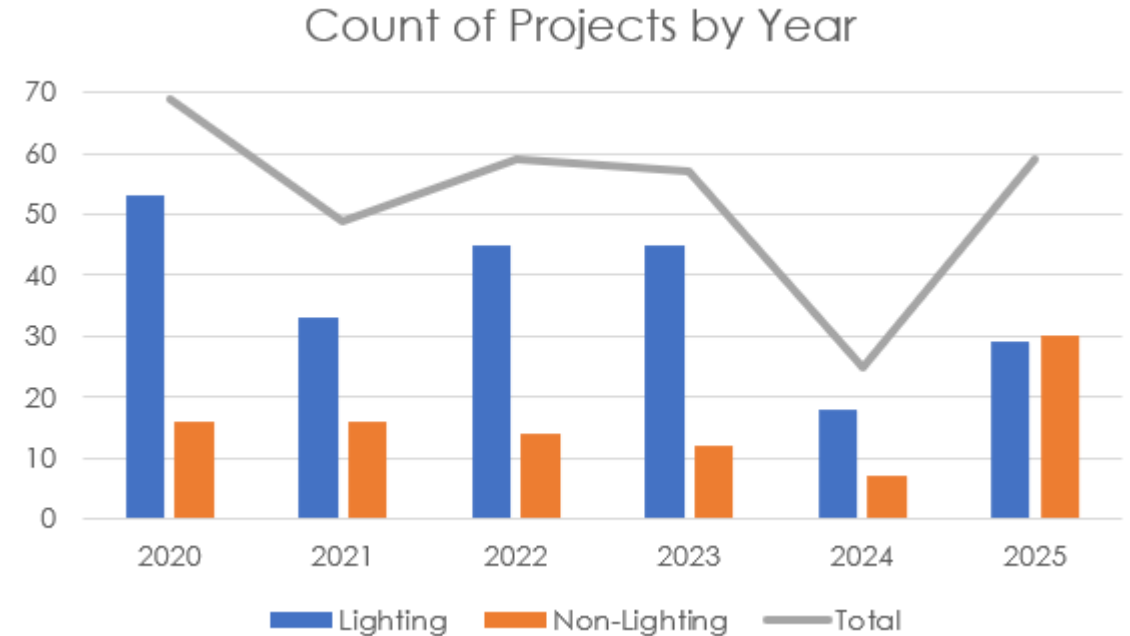


*Values are reflective of data through 9/30/2025

COM Energy Efficiency

Historically, lighting upgrades have been the largest contributor to conservation in the commercial sector.

- Recently in 2025, our customers shifted to projects beyond lighting to include custom projects and HVAC upgrades.
- For Example: Longview Public Schools (LPS) completed chiller and/or controls projects at five elementary schools and four middle schools. Collectively, this saves LPS over 630,000 kWh annually (busbar), resulting in about \$35,000 less a year on electric bills.

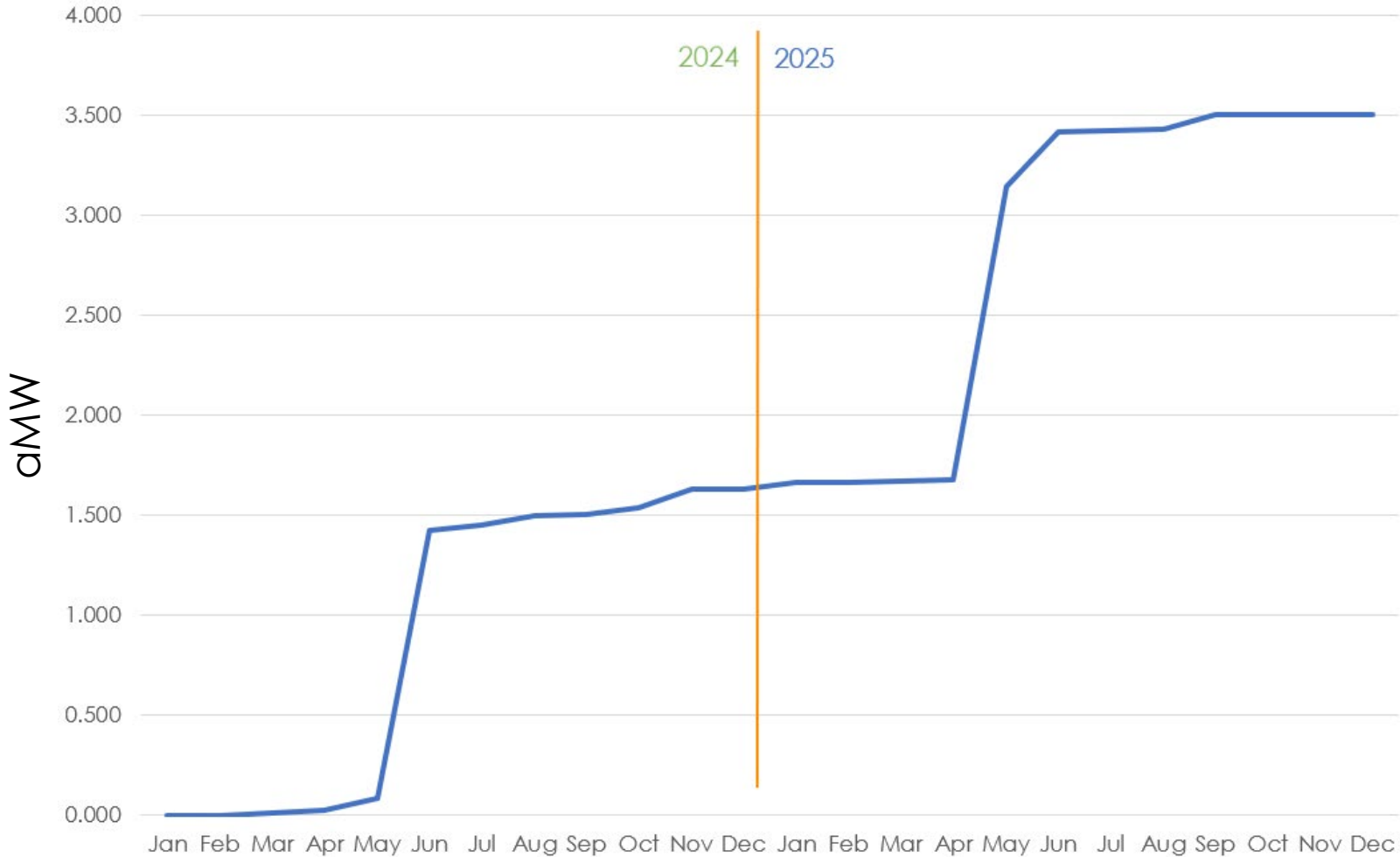


*Values are reflective of data through 9/30/2025

IND Sector Savings Forecast

Jan 2024 – Sep 2025

Achieved savings: 3.508 aMW
I-937 Target: 4.57 aMW

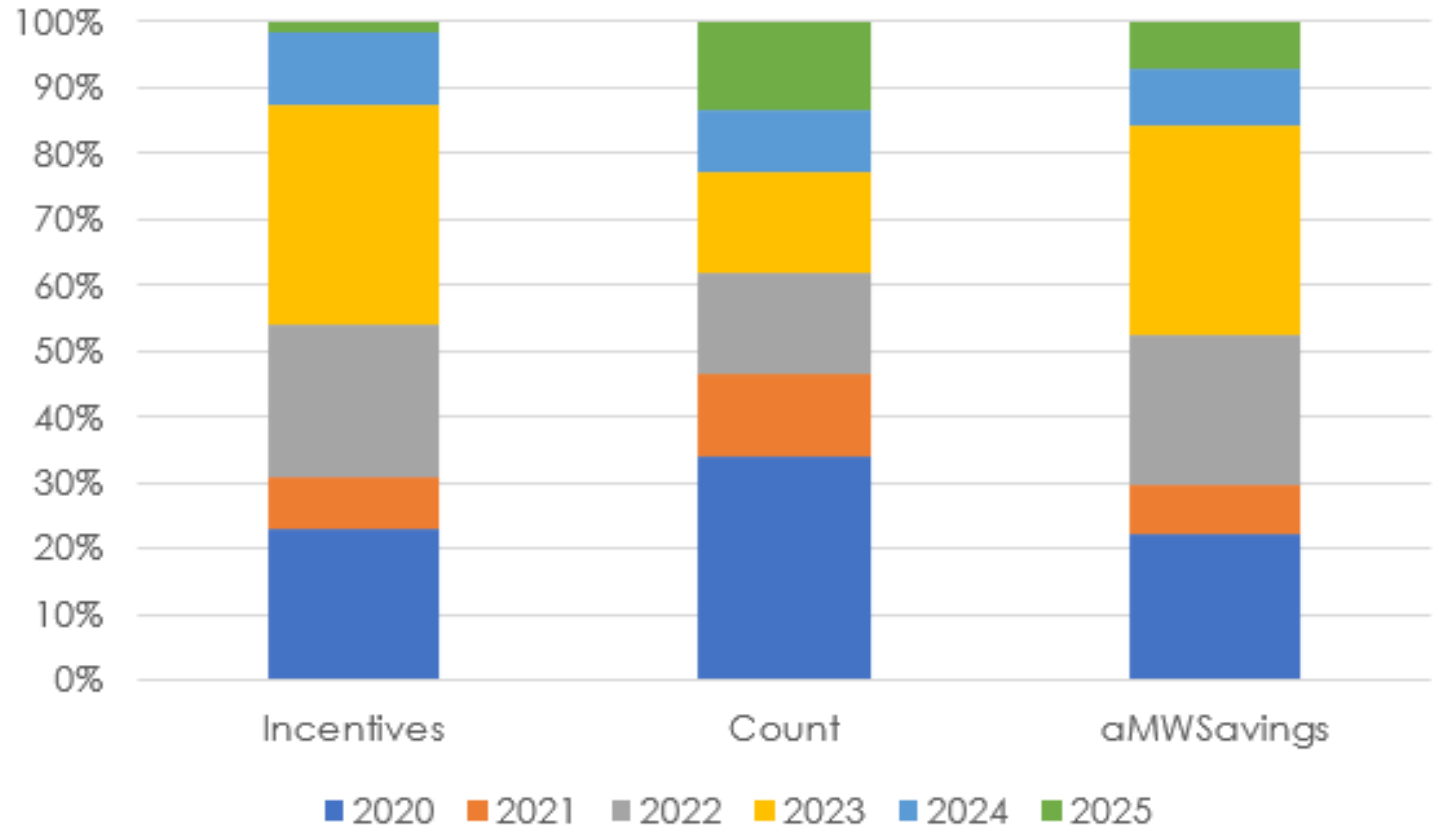


IND Lighting

Jan 2020 – Sep 2025*

Projects Completed: 118
Incentives Paid: \$1,096,984
Savings: 1.107 aMW

NOTE: BPA indicated lighting incentives are increasing; however, we don't know by how much. They will vary based on the upgrade.



*Values are reflective of data through 9/30/2025

Utility Distribution

2023 – 2025: Achievement

Batch No.	No. of Projects	kWh Savings	aMW	Incentive
1	6	180,455.57	0.021	\$ 68,573.10
2	5	49,840.00	0.006	\$ 18,939.20
3	6	42,743.19	0.005	\$ 16,242.42
	17	273,038.76	0.031	\$103,754.72



Agriculture

Horticultural Lighting
1/1/2024 – 9/30/2025

Achievement: 825,184.48 kWh
Paid Incentives: \$107,275



Report Updates

Conservation Potential Assessment (CPA)

- In compliance with Energy Independence Act (EIA)
 - Identify amount of cost-effective conservation potential available throughout the District over the 2026-2045 timeframe

Clean Energy Implementation Plan (CEIP)

- In compliance with Clean Energy Transformation Act (CETA)
 - Prepare a Demand Response Potential Assessment as part of the CEIP

- November 12th, present drafts at the board meeting
- December 9th, present recommendation for adoption

New Rebates!

Effective 10/1/2025

RESIDENTIAL

APPLIANCES	Old Rebate	New Rebate
Clothes washer, Energy Star, Front Loader	\$ 35.00	\$ 40.00
Clothes Washer, energy Star, Top Loader	\$ 30.00	\$ 35.00
HVAC		
Ducted Heat Pump Conversion - Non Variable	\$ 1,000.00	\$ 1,200.00
Ducted Heat Pump Conversion - Variable Speed	\$ 1,200.00	\$ 1,500.00
Ducted Heat pump Upgrade - Variable Speed	\$ 200.00	\$ 600.00
Ductless Heat Pump Upgrade	\$ 800.00	\$ 900.00
WATER HEATING		
HPWH, 40 gallons	\$ 700.00	\$ 1,400.00
HPWH, 50+ gallons, Tier 3	\$ 800.00	\$ 1,400.00
HPWH, 50+ gallons, Tier 4	\$ 900.00	\$ 1,400.00
HPWH, Split-system	\$ 1,100.00	\$ 1,400.00
WEATHERIZATION		
Window replacement - Single family, Manufactured Mid/High Rise	\$ 6.00	\$ 8.00
window replacement - Manufactured Low-Rise	\$ 12.00	\$ 15.00
INCOME ELIGIBLE PROGRAM		
Window replacement - owner occupied	\$ 20.00	\$ 45.00

COMMERCIAL

HVAC	Old Rebate	New Rebate
Connected thermostat - electric heat	\$ 150.00	\$ 300.00
Ducted Heat Pump Retrofit	\$ 700.00	\$ 1,000.00
WATER HEATING		
HPWH, Split-system	\$ 1,100.00	\$ 2,200.00
HPWH, Tier 3, Unitary	\$ 800.00	\$ 1,400.00
HPWH, Tier 4, Unitary	\$ 900.00	\$ 1,400.00
VENTILATION		
Demand-controlled Kitchen Ventilation (1 sensor)	\$ 200.00	\$ 400.00
Demand-controlled Kitchen Ventilation (2+ sensors)	\$ 400.00	\$ 800.00
Heat Recovery Ventilation Equipment (tier 1)	\$ 2.00	\$ 2.50
Heat Recovery Ventilation Equipment (tier 2)	\$ 3.50	\$ 4.00
REFRIGERATION		
Variable refrigerant flow system retrofit	\$ 1,000.00	\$ 1,500.00

2025 Community Outreach

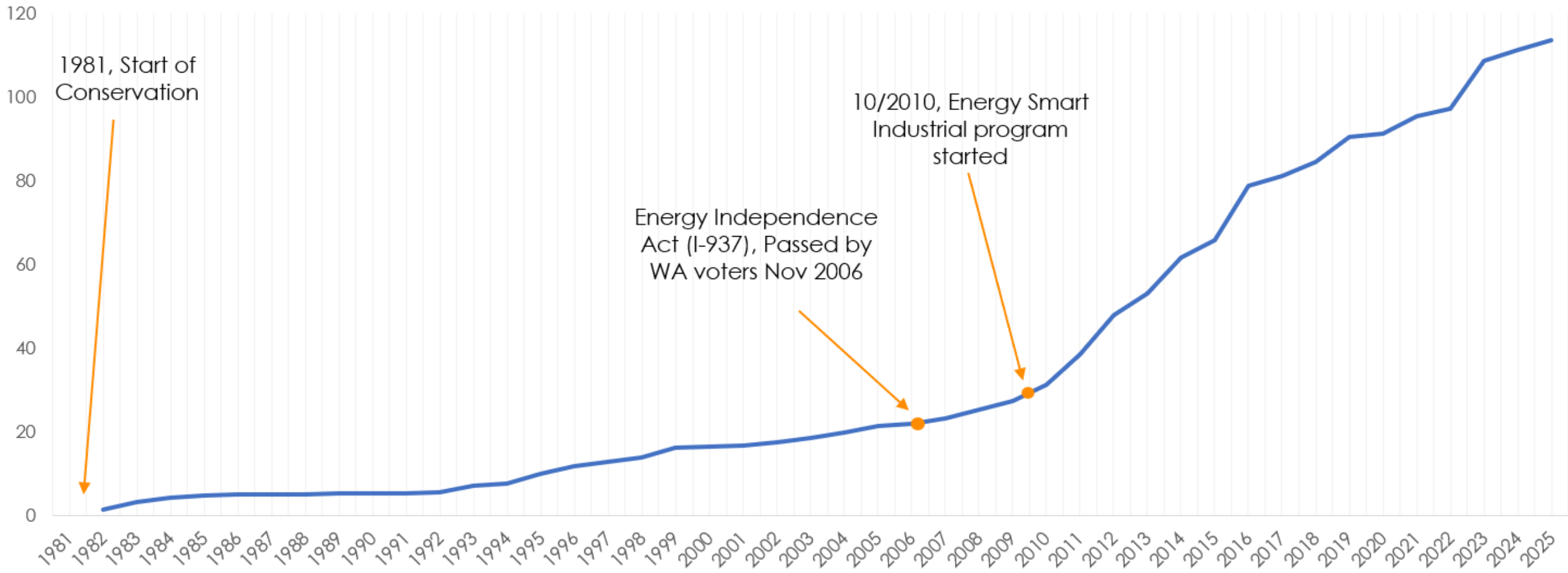
Past Events

- Clean Energy Transformation Act Public Process
 - Workshop (6/16/2025)
 - Focus Group I (7/16/2025)
 - Ryderwood Community Center
- Back To School Fair (Partnered with Ethnic Support Council)
- Customer Appreciation Day
- Annual contractor meeting
- Resource Fair

Current Events

- Coat Drive | Ethnic Support Council
- Chuukese Cultural Fair

44 Years of Energy Efficiency



2. Accounting and Finance

2.1 Year-to-Date Operating Results

2.2 Year-to-Date Retail Revenue

2.3 Proforma Year-End Income Statement

2.4 Year-End Cash Projection

2.5 Electric System Debt Service

2.6 Production System Debt Service

2.1 - Year-to-Date Operating Results

	Year-to-Date September 2025			
	Actual	Budget	Var \$	Var %
Revenues	\$ 210,072,791	\$ 196,107,647	\$ 13,965,144	7.12%
Expenses	193,294,975	183,621,511	9,673,464	5.27%
Margin	\$ 16,777,816	\$ 12,486,136	\$ 4,291,680	
Prior Year	\$ 11,739,510			

Actual revenues reduced by CIAC - \$3,794,093

Actual expenses reduced by Harvest Wind distributions - \$2,308,500

Ahead of budget due to retail revenues and investment earnings offsetting higher net non-major industrial power supply costs.

2.2 - Year-to-Date Retail Revenue

Year-to-Date September 2025	Actual	Budget	Var \$	Var %
Non-Major Industrial	\$ 99,587,753	\$ 93,376,784	\$ 6,210,969	6.65%
Major Industrial	103,716,779	98,605,864	5,110,915	5.18%
Total Retail Revenue	203,304,532	191,982,647	11,321,885	5.90%
Other Operating Revenue	6,768,259	4,125,000	2,643,259	64.08%
Total Revenues	\$ 210,072,791	\$ 196,107,647	\$ 13,965,144	7.12%

Non-MI revenue impacted by October 2024 rate increase and billed loads. MI revenue impacted by actual costs and loads (pass-through power cost contracts). Other is due largely to higher investment earnings.

2.3 - Proforma Year-End Income Statement

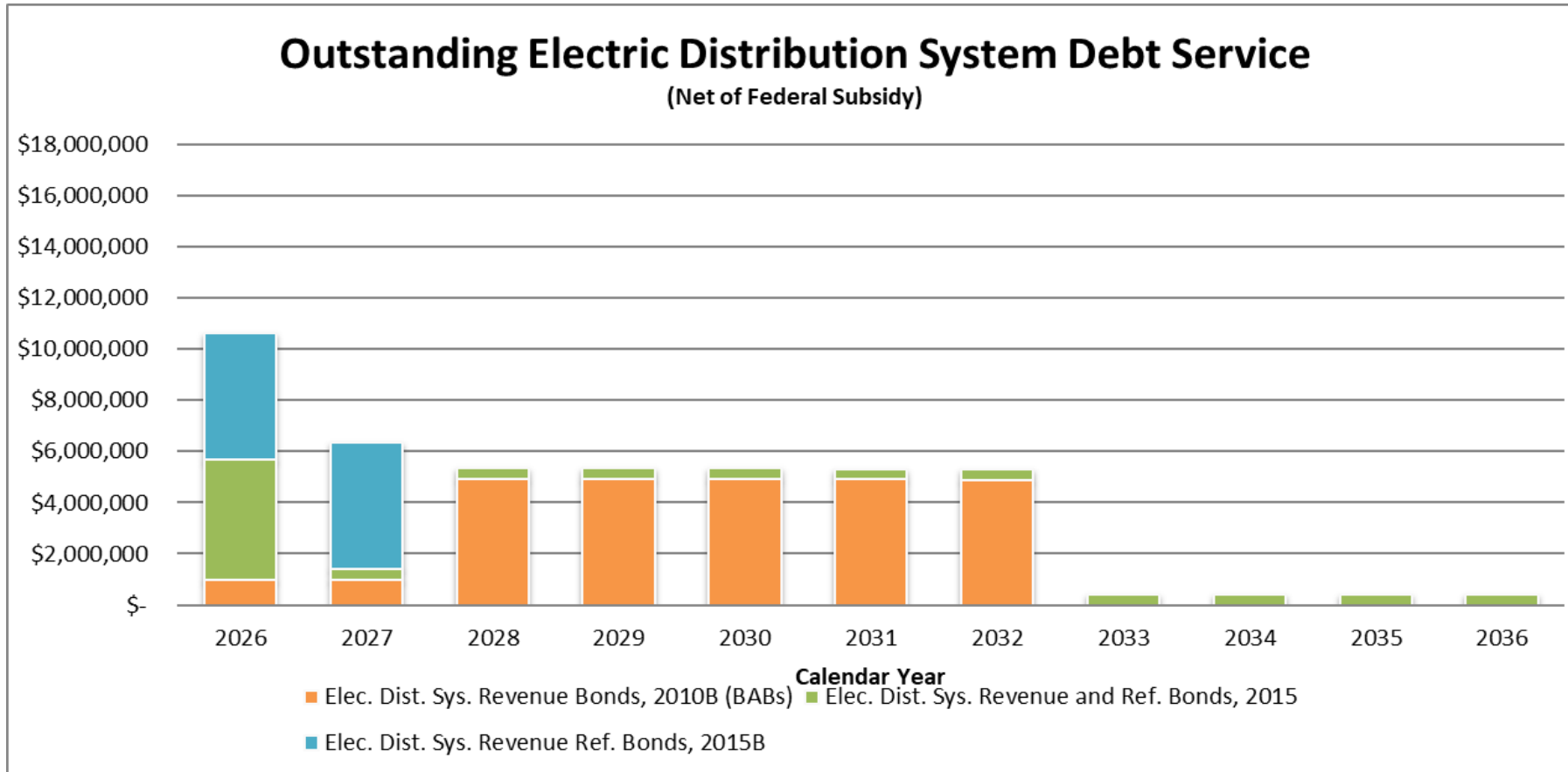
	YTD Actual	Projected	Budget	Var \$	Var %	
Revenues						
Non-MI	\$ 99,587,753	\$ 136,439,365	\$ 128,822,465	\$ 7,616,900	5.91%	October 2024 & 2025 Rate Increases & Loads Loads and Actual Costs
Major Industrial	103,716,779	136,657,144	146,652,648	(9,995,504)	-6.82%	
Other	6,768,259	8,143,259	5,500,000	2,643,259	48.06%	
	<u>210,072,791</u>	<u>281,239,768</u>	<u>280,975,113</u>	<u>264,655</u>	<u>0.09%</u>	
Expenses						
Power Supply	138,755,020	190,328,745	197,064,258	(6,735,513)	-3.42%	Low Generation & Soft Prices
Other Operating	32,262,508	43,876,271	43,876,271	-	0.00%	
Taxes	11,688,631	16,523,438	15,906,821	616,617	3.88%	
Depreciation	8,877,284	12,252,284	13,500,000	(1,247,716)	-9.24%	
Interest	1,711,532	2,302,100	2,362,271	(60,171)	-2.55%	
	<u>193,294,975</u>	<u>265,282,838</u>	<u>272,709,622</u>	<u>(7,426,784)</u>	<u>-2.72%</u>	
Margin	<u>\$ 16,777,816</u>	<u>\$ 15,956,930</u>	<u>\$ 8,265,491</u>	<u>\$ 7,691,439</u>	<u>93.05%</u>	

Projected results are heavily impacted by current forward market prices and anticipated volumes.

2.4 - Year-End Cash Projection - Electric System

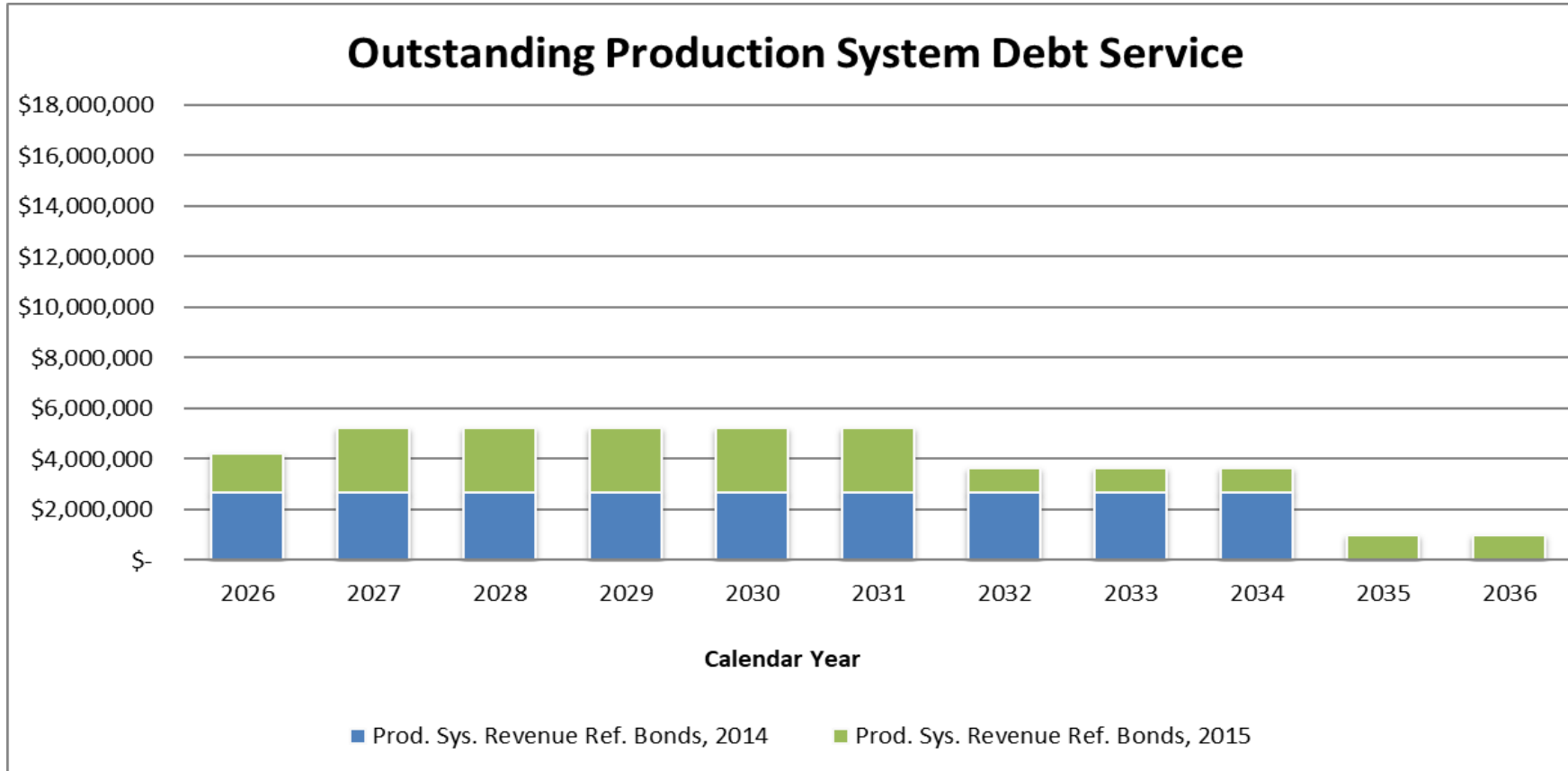
Margin	\$ 15,956,930
Non-Cash Items	16,572,284
Capital	(30,915,528)
Principal Debt	<u>(13,096,538)</u>
Projected Cash Deficit	(11,482,852)
Unrestricted Cash, beginning of year	<u>145,323,050</u>
Unrestricted Cash, end of year	<u><u>\$ 133,840,198</u></u>
Budgeted Deficit	<u><u>\$ (17,926,575)</u></u>

2.5 – Electric System Debt Service



**The above represents principal and interest.
Total principal for the Electric System -
\$38,510,000**

2.6 – Production System Debt Service



**The above represents principal and interest.
Total principal for the Production System -
\$34,600,000**

3. Operations

3.1 Outage Reports

3.2 Department Monthly Summaries

3.3 Safety

3.4 Wildfire Update

3.1.1 Outage Summary - September



Actual (Based on Date Slicer)

Events	Customers Out	SAIDI	Minutes
60	8,298	10	543,971

Previous 6 Periods Avg (Based on Date Slicer)

Events	Avg Cust Out	Avg SAIDI	Avg Minutes
53	3,329	10	522,361

Causes (Non-Storm Related)

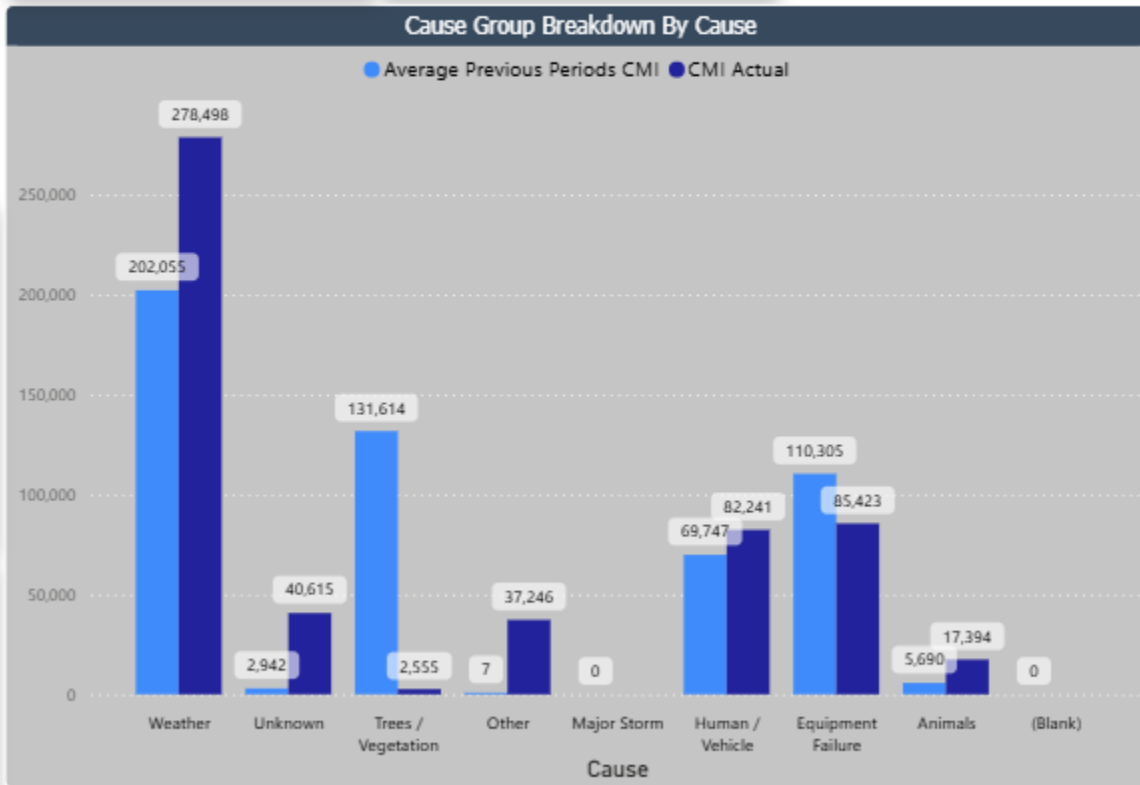
Outage Cause	Events	Customers Out	SAIDI	CMI	% CMI
Weather	15	5,426	5	278,498	51.20%
Equipment Failure	17	300	2	85,423	15.70%
Human / Vehicle	6	821	2	82,241	15.12%
Unknown	3	269	1	40,615	7.47%
Other	2	1,184	1	37,246	6.85%
Animals	13	278	0	17,394	3.20%
Trees / Vegetation	4	20	0	2,555	0.47%
Total	60	8,298	10	543,971	100.00%

Top Events (CMI)

Outage Cause	Feeder	Line Section	CMI	Customers Out	Time Off	First Restore	Longest Duration
Weather: Wind with trees	12S1	BRK12S1	86,507	1,232	9/30/25 3:03 PM		1.2
Weather: Wind with trees	13C3	BRK13C3	61,447	1,367	9/30/25 3:06 PM		0.7
Weather: Wind with trees	12H5	BRK12H5	44,017	493	9/30/25 2:56 PM		1.5
Weather: Wind with trees	12Q1	BRK12Q1	41,947	731	9/30/25 3:11 PM		1.0
Cause unknown	12AR1	Recloser737	40,295	266	9/16/25 3:57 AM		2.5

Date: 9/1/2025 to 9/30/2025

Storm Related?: All



CMI
 Customers Out
 Outages
 SAIDI

Average month of outages compared to historical average.
 Wind event 09/30 that caused top 4 outages of the month.

3.1.2 Wind Event – September 30



Actual (Based on Date Slicer)

Events	Customers Out	SAIDI	Minutes
21	7,342	7	357,944

Previous 6 Periods Avg (Based on Date Slicer)

Events	Avg Cust Out	Avg SAIDI	Avg Minutes
2	166	0	18,755

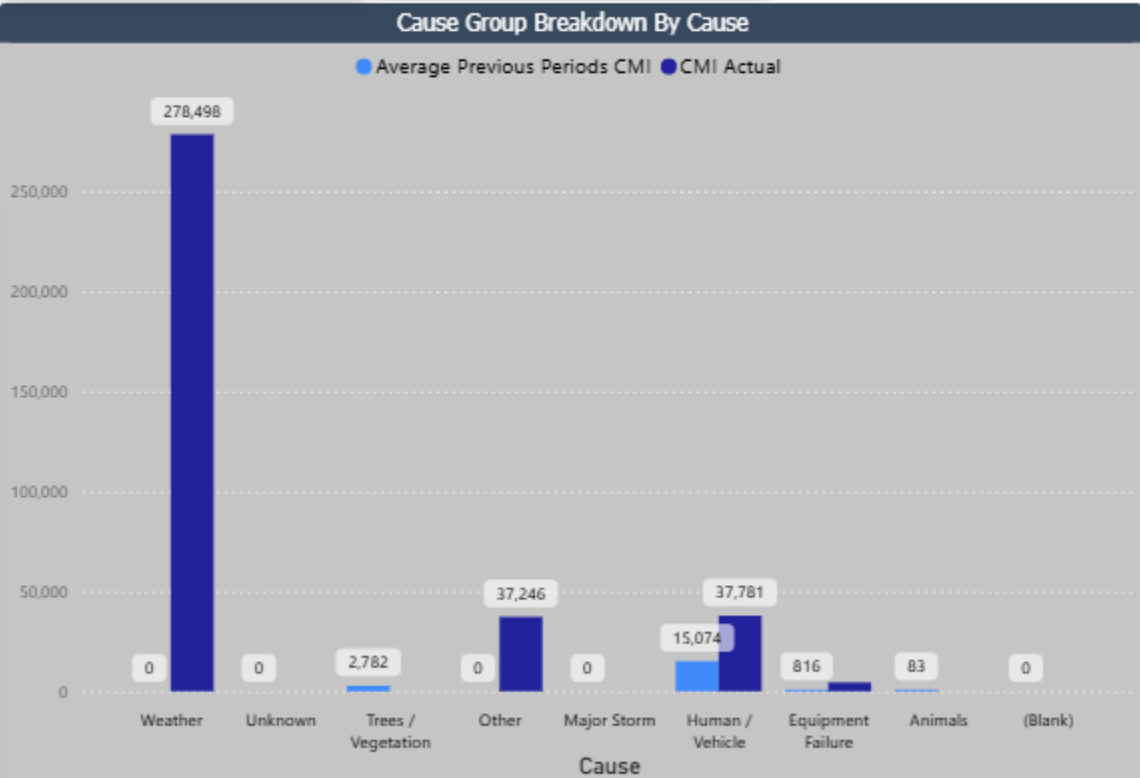
Causes (Non-Storm Related)

Outage Cause	Events	Customers Out	SAIDI	CMI	% CMI
Weather	15	5,426	5	278,498	77.80%
Human / Vehicle	1	716	1	37,781	10.55%
Other	2	1,184	1	37,246	10.41%
Equipment Failure	3	16	0	4,419	1.23%
Animals	0				
Trees / Vegetation	0				
Unknown	0				
Total	21	7,342	7	357,944	100.00%

Top Events (CMI)

Outage Cause	Feeder	Line Section	CMI	Customers Out	Time Off	First Restore	Longest Duration
Weather: Wind with trees	12S1	BRK12S1	86,507	1,232	9/30/25 3:03 PM		1.2
Weather: Wind with trees	13C3	BRK13C3	61,447	1,367	9/30/25 3:06 PM		0.7
Weather: Wind with trees	12H5	BRK12H5	44,017	493	9/30/25 2:56 PM		1.5
Weather: Wind with trees	12Q1	BRK12Q1	41,947	731	9/30/25 3:11 PM		1.0
Public: Customer-caused, other	13C7	BRK13C7	37,781	716	9/30/25 11:22 AM		0.9

Date: 9/30/2025 9/30/2025
 Storm Related?: All



Wind event on 09/30 accounted for 66% of total outage minutes for the month.
 Not considered a Major Event Day

3.1.3 Outage Summary – YTD W/O Storms

Actual (Based on Date Slicer)

Events	Customers Out	SAIDI	Minutes
442	32,950	76	4,128,705

Previous 6 Periods Avg (Based on Date Slicer)

Events	Avg Cust Out	Avg SAIDI	Avg Minutes
409	30,148	75	3,924,052

Causes (Non-Storm Related)

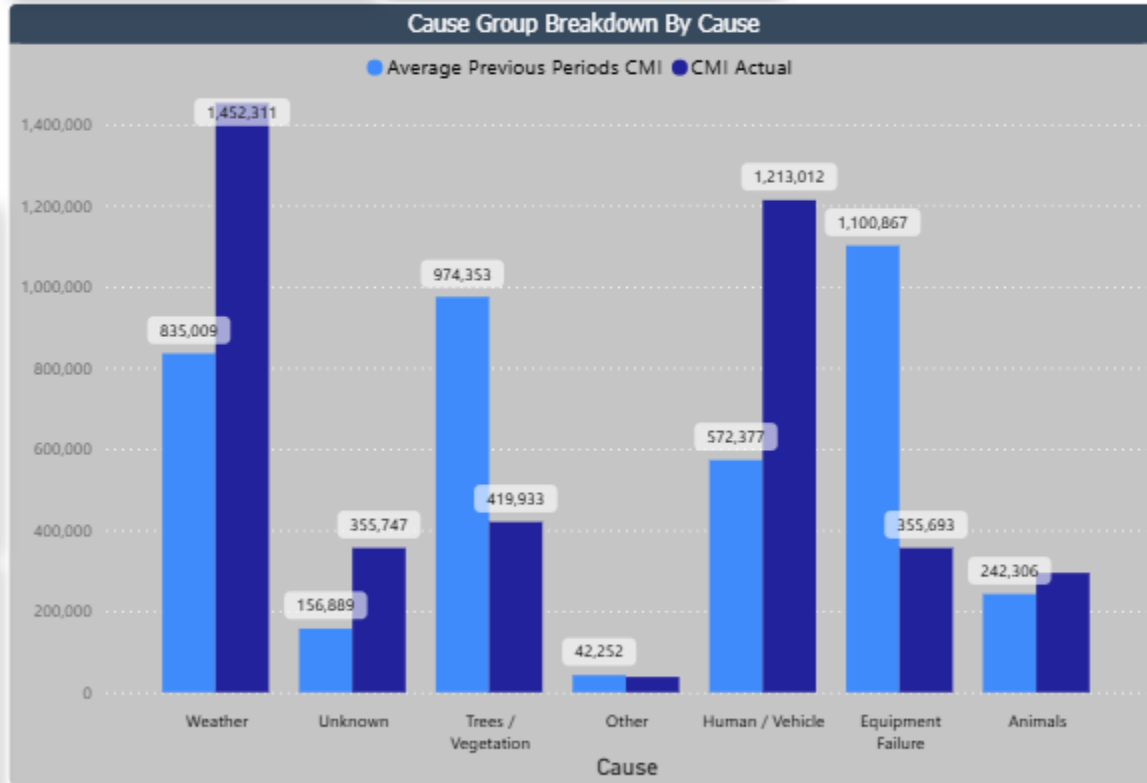
Outage Cause	Events	Customers Out	SAIDI	CMI	% CMI
Weather	52	12,940	27	1,452,311	35.18%
Human / Vehicle	59	7,466	22	1,213,012	29.38%
Trees / Vegetation	38	2,726	8	419,933	10.17%
Unknown	22	2,772	7	355,747	8.62%
Equipment Failure	162	1,656	7	355,693	8.62%
Animals	103	4,200	5	294,165	7.12%
Other	6	1,190	1	37,843	0.92%
Total	442	32,950	76	4,128,705	100.00%

Top Events (CMI)

Outage Cause	Feeder	Line Section	CMI	Customers Out	Time Off	First Restore	Longest Duration
Public: Motor vehicle	12T4	Recloser707	310,207	616	8/16/25 5:15 AM		8.4
Public: Motor vehicle	12S3	BRK12S3	264,494	882	3/21/25 3:38 AM	3/21/25 3:47 AM	7.6
Weather: Wind with trees	12X1	BRK12X1	166,611	318	8/15/25 6:58 PM		8.7
Weather: Wind with trees	999	UNKNOWN	137,817	1,540	2/24/25 4:22 PM	2/24/25 5:44 PM	1.8
Weather: Wind with trees	12AR1	BRK12AR1	125,455	263	2/24/25 4:47 PM	2/24/25 6:35 PM	8.1

Date: 1/1/2025 to 9/30/2025

Storm Related?: Non-Storm Related



CMI
 Customers Out
 Outages
 SAIDI

6-year avg comparison YTD without storms

3.1.4 Outage Summary – YTD W/Storms



Actual (Based on Date Slicer)

Events	Customers Out	SAIDI	Minutes
442	32,950	76	4,128,705

Previous 6 Periods Avg (Based on Date Slicer)

Events	Avg Cust Out	Avg SAIDI	Avg Minutes
503	45,643	171	8,957,925

Causes (Non-Storm Related)

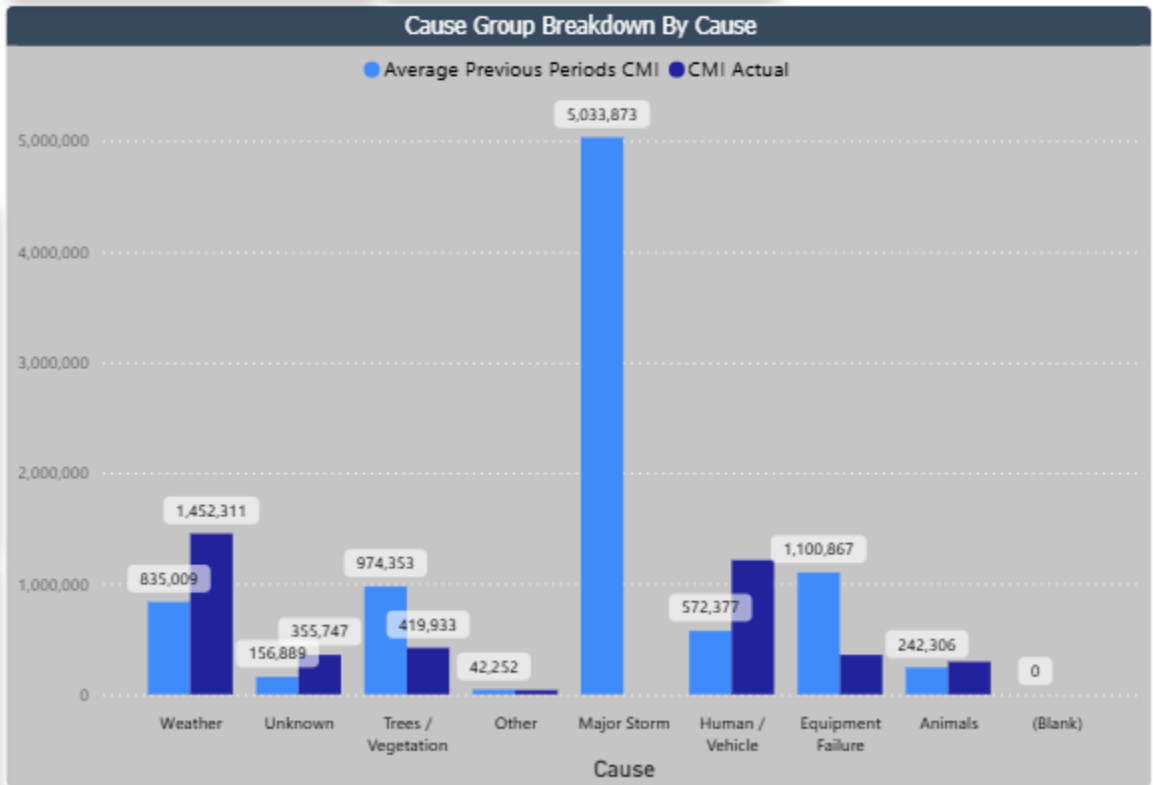
Outage Cause	Events	Customers Out	SAIDI	CMI	% CMI
Weather	52	12,940	27	1,452,311	35.18%
Human / Vehicle	59	7,466	22	1,213,012	29.38%
Trees / Vegetation	38	2,726	8	419,933	10.17%
Unknown	22	2,772	7	355,747	8.62%
Equipment Failure	162	1,656	7	355,693	8.62%
Animals	103	4,200	5	294,165	7.12%
Other	6	1,190	1	37,843	0.92%
	0				
Total	442	32,950	76	4,128,705	100.00%

Top Events (CMI)

Outage Cause	Feeder	Line Section	CMI	Customers Out	Time Off	First Restore	Longest Duration
Public: Motor vehicle	12T4	Recloser707	310,207	616	8/16/25 5:15 AM		8.4
Public: Motor vehicle	12S3	BRK12S3	264,494	882	3/21/25 3:38 AM	3/21/25 3:47 AM	7.6
Weather: Wind with trees	12X1	BRK12X1	166,611	318	8/15/25 6:58 PM		8.7
Weather: Wind with trees	999	UNKNOWN	137,817	1,540	2/24/25 4:22 PM	2/24/25 5:44 PM	1.8
Weather: Wind with trees	12AR1	BRK12AR1	125,455	263	2/24/25 4:47 PM	2/24/25 6:35 PM	8.1

Date: 1/1/2025 to 9/30/2025

Storm Related?: All

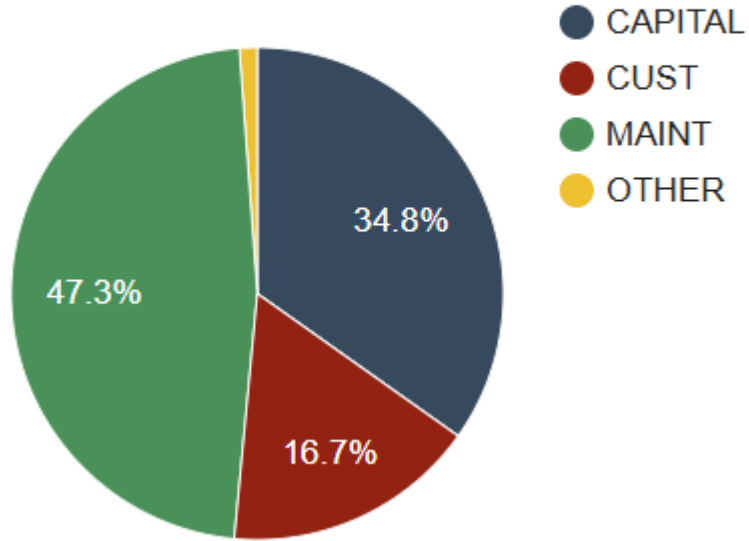


CMI
 Customers Out
 Outages
 SAIDI

6-year avg comparison YTD with storms
(No storms 2025 YTD)

3.2.1 Line Crew

Straight Time
3432.45 Hours



LINE CREW SERVICE ORDERS

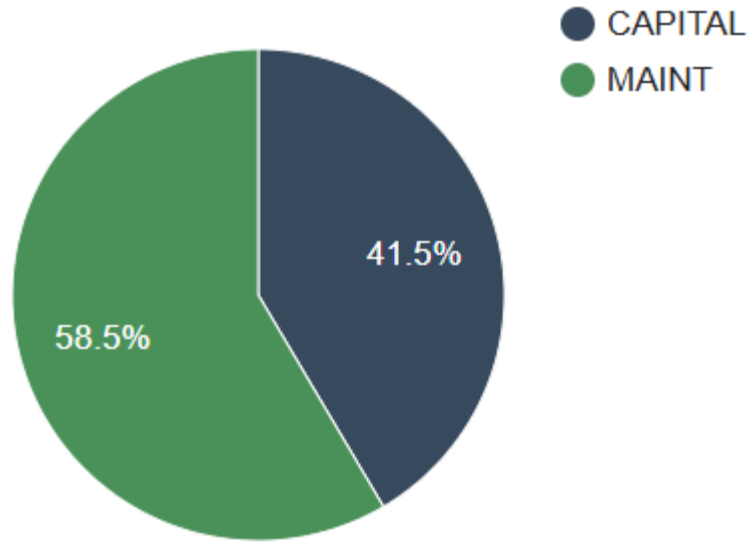
68	HAZARD/TT/POWER QUALITY
49	DISCONNECT
36	INFO
29	PERM METER
20	RECONNECT/NEW/TEMP/BACKBONE
19	TRANSFORMERS
19	STREET LIGHTS
18	LT EXCHGE
16	MISC
13	TPERM
12	FLUP
4	POLE REPL
4	CUTOFF
3	APP TLINE
3	CUSTMANDIS
2	BACKBONEV2
1	METER EXCHANGE/REMOVE
1	SH TREE TR
1	MREADY-MNT
1	APP HAZARD
1	PUDCAP T&D
320	TOTAL

Customer Work

44 WO's completed

3.2.2 Relay/Substation

Straight Time
939.5 Hours



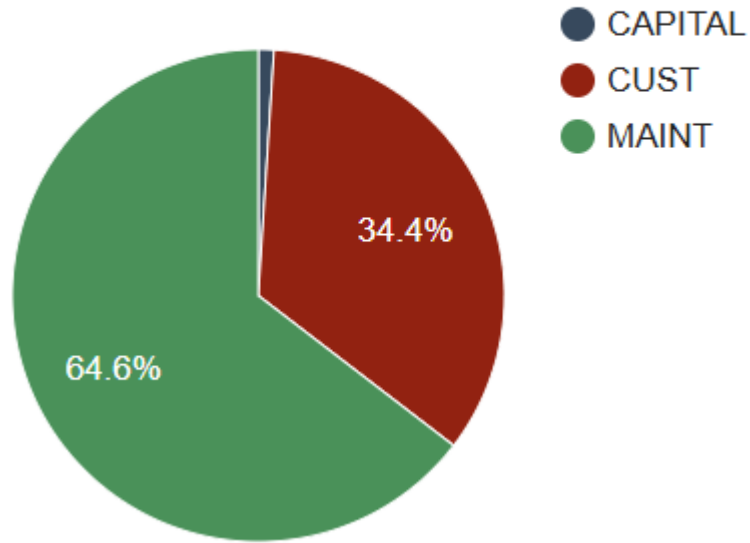
Maintenance Work

Washington Way substation maintenance and power factor testing
Quarterly substation inspections and battery maintenance
Substation camera upkeep

3.2.3 Meter and FSRs

Straight Time

982.5 Hours



Service Orders

METER DEPARTMENT

53	DISCONNECT
45	METER INVESTIGATION
13	RECONNECT/NEW/TEMP
11	COMMER CST
7	METER EXCHANGE/REMOVE
7	PERM METER
6	MISC
1	CUST CONST
1	CSTREMDISC
1	CUTOFF
1	TPERM

146 TOTAL

FIELD SERVICE REPS

69	OFFICE
42	READ OPTOT
5	METER READ
2	RECONNECT/NEW/TEMP
2	CUTOFF

120 TOTAL

3.2.4 On-Going District Work

Group	Design	ROPS	Completed	Budget	YTD	YTD/Budget
2.1 - Transmission On-Going Pole Replacement	13	3	24	\$310,000	\$788,407	254%
2.3 - Transmission On-Going System Improvement	1	1	0	\$95,000	\$366	0%
2.5 - Transmission Unplanned System Improvemen	4	0	3	\$410,000	\$1,068,501	261%
3.1 - Distribution On-Going System Improvement	202	25	55	\$3,950,000	\$833,167	21%
3.11 - Transformer O/H & U/G Failure	4	5	50	\$270,000	\$212,752	79%
3.12 - Dist Line Rebuild	10	0	0	\$220,000	\$13,937	6%
3.18 - Distribution Unplanned System Improvemen	14	4	21	\$760,000	\$263,572	35%
3.19 - Distribution On-Going U/G Line Cable Rep	86	59	28	\$8,750,000	\$1,358,480	16%
3.26 - Transformer PCB Replacement	1	59	46	\$170,000	\$91,193	54%
3.5 - Distribution On-Going Pole Replacement	110	45	57	\$1,690,000	\$762,810	45%
3.52 - Substation Unplanned System Improvement	1	0	2			
3.54 - Substation On-Going System Improvement	4	0	1	\$443,500	\$12,383	3%
TR2.1 - Small Capital	4	0	0	\$39,000	\$8,872	23%
TOTAL	454	201	287	\$17,107,500	\$5,414,438	32%

3.2.5 On-Going Customer Work

Group	Design	ROPS	Completed	YTD
3.13 - Cust OnGoin Lighting	3	1	16	\$17,804
3.14 - Cust Secondary Ln Extention	215	7	300	\$411,262
3.16 - Cust Pri Ln Ext. Residential	116	9	190	\$1,434,943
3.17 - Cust Pri Ln Ext. Commercial	73	1	38	\$615,952
3.29 - Cust Mke Redy for Telco	8	1	46	\$-31,391
3.9 - Cust Ln Reloct Dist/TX	12	1	5	\$224,171
3.99 - Cust Solar	6	0	13	\$3,001
TOTAL	433	20	608	\$2,675,742

3.2.6 Tree-Trimming

Month/Year
Sep-25

Year To Date

162
Total Trimming Miles

19,868
Total Hours

15,979
Trimming Hours

3,633
Tickets Hours

256
WO/Storm Hours

109
Trouble Tickets

3.1
Completed Miles

568
Total Hours

568
Trimming Hours

0
Tickets Hours

0
WO/Storm Hours

Central

Substation	Feeder	Completed Miles
Shawnee	B2	1.3
Shawnee	B4	1.3
Shawnee	B1	0.4
Shawnee	B3	0.1
Total		3.1

1.9
Completed Miles

547
Total Hours

547
Trimming Hours

0
Tickets Hours

30
WO/Storm Hours

South

Substation	Feeder	Completed Miles
Corduroy	U4	1.2
Corduroy	U1	0.3
Corduroy	U2	0.3
Total		1.9

5.0
Completed Miles

483
Total Hours

483
Trimming Hours

0
Tickets Hours

0
WO/Storm Hours

North

Substation	Feeder	Completed Miles
Castle Rock	N2	2.1
Castle Rock	N1	1.5
Castle Rock	N3	0.8
Total		5.0

0.3
Completed Miles

418
Total Hours

0
Trimming Hours

388
Tickets Hours

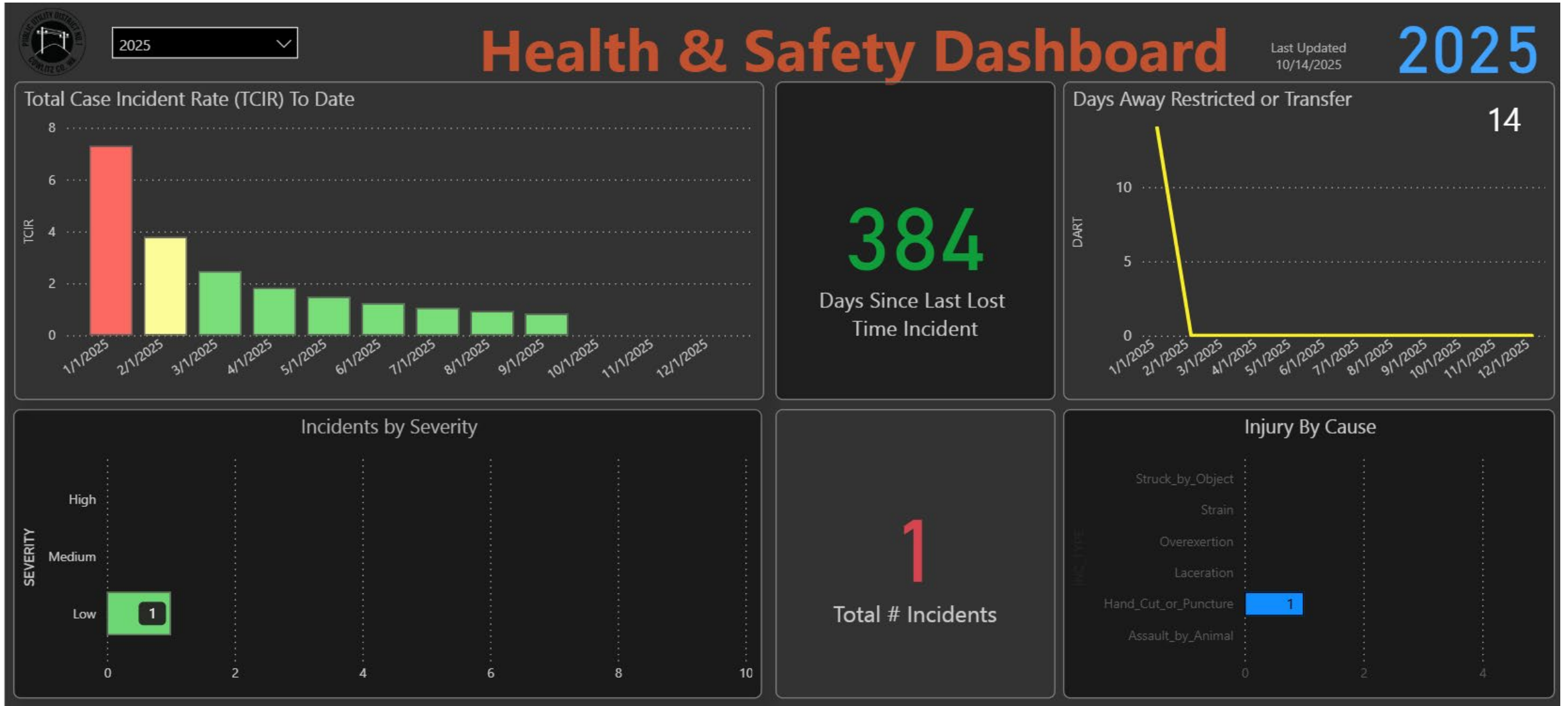
30
WO/Storm Hours

15
Trouble Tickets

Climb

Substation	Feeder	Completed Miles
Bakers Corner	T1	0.2
Bakers Corner	T6	0.0
Pacific Way	PW3	0.0
Total		0.3

3.3 Safety



3.4.1 Wildfire Projects

Early Fault Detection (EFD)

Pilot Project

Detect anomalies on overhead lines prior to failure

Line sensors installed on distribution and transmission

Progress

All 50 locations throughout the county installed

Working with manufacturer for final configuration, testing, and training

Fire Weather Monitoring and PSPS Software

Analyze current and predicted weather patterns

Compare historical outage data

Provide ignition and consequence modeling and fire risk zones based on consequence data

Recommendations for PSPS

Progress - Completed

3.4.2 Wildfire – 2025 Summary

- Overall lower fire activity compared to past few years
- Higher risk fire areas inspected prior to start of wildfire season
- Normal groundline and overhead pole inspections completed
 - 2,648 groundline
 - 2,506 overhead
- No red flag warnings in Cowlitz County all year
- Reclosing on rural feeders cutout three (3) times throughout the year
 - 07/16
 - 08/23
 - 09/16
- Successful use of both DSAT and CloudFire situational awareness software tools

4. Engineering

4.1 System Metrics

4.2 Underground Primary Outages

4.3 New Service Requests

4.4 Locates

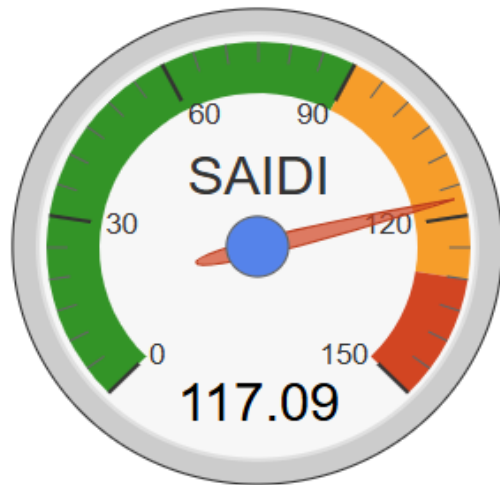
4.5 Substation Outages (exclusive of storms)

4.6 Feeder Outages and Causes (exclusive of storms)

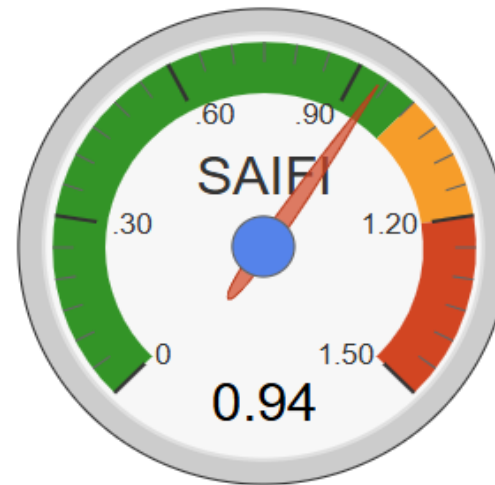
4.7 Pictures and Hi-Lights

4.1 System Metrics

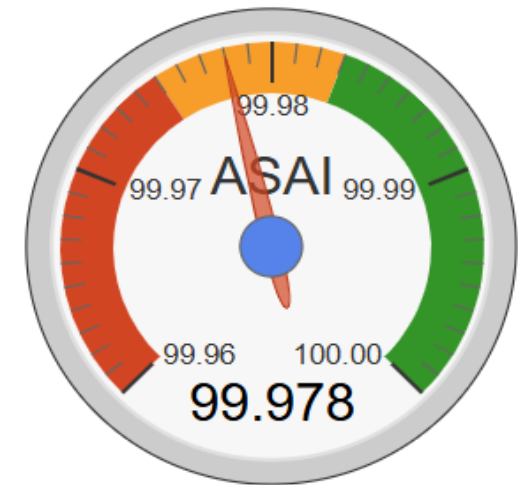
Indices (rolling 12 months)



System Average Interruption Duration Index
(Average Outage Duration in Minutes)



System Average Interruption Frequency Index
(Average Customer Interruptions per year)



Average Service Availability Index
(Percent of Time Average Customer has Power)

Green indicates system performing within PUD set goals. Total September customer minutes 543,971.
10-year September monthly avg is 4555,603, therefore, Customer Minutes are 119% of average.

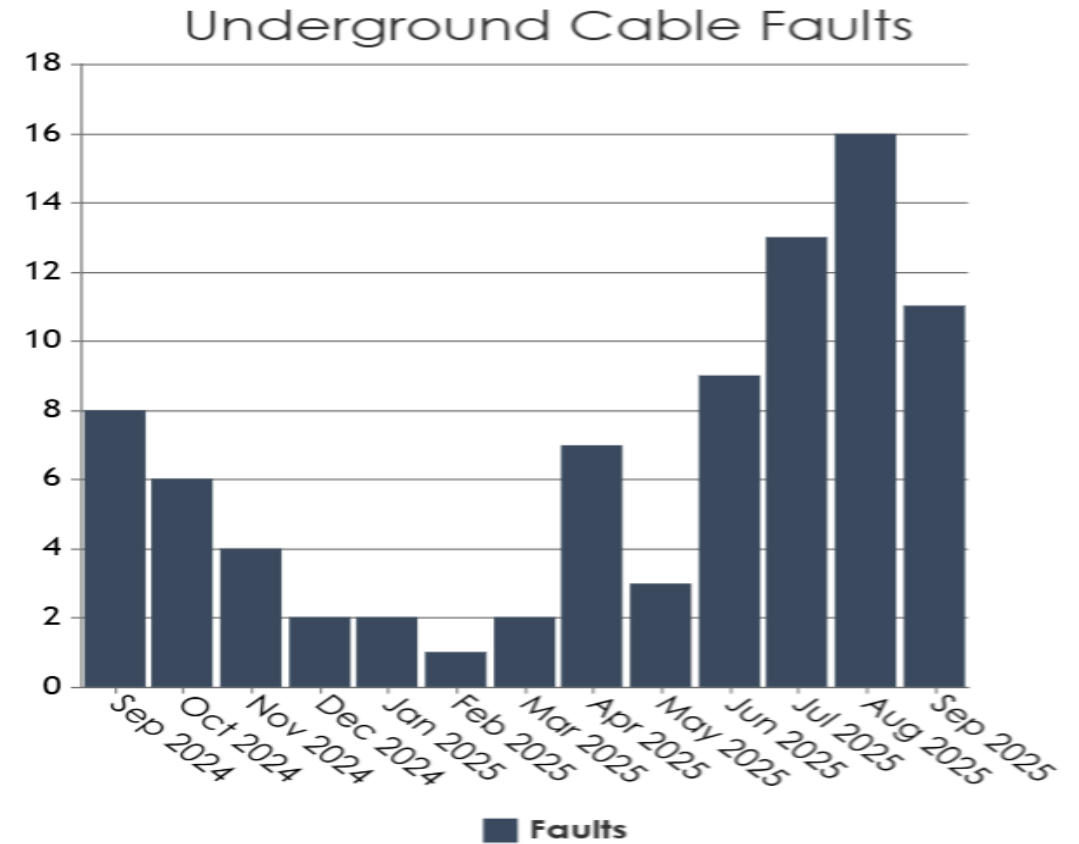
4.2 Underground Primary Outages

Underground Cable Faults

September
Minutes Out: 78287 **Incidents:** 11 **Customers:** 273



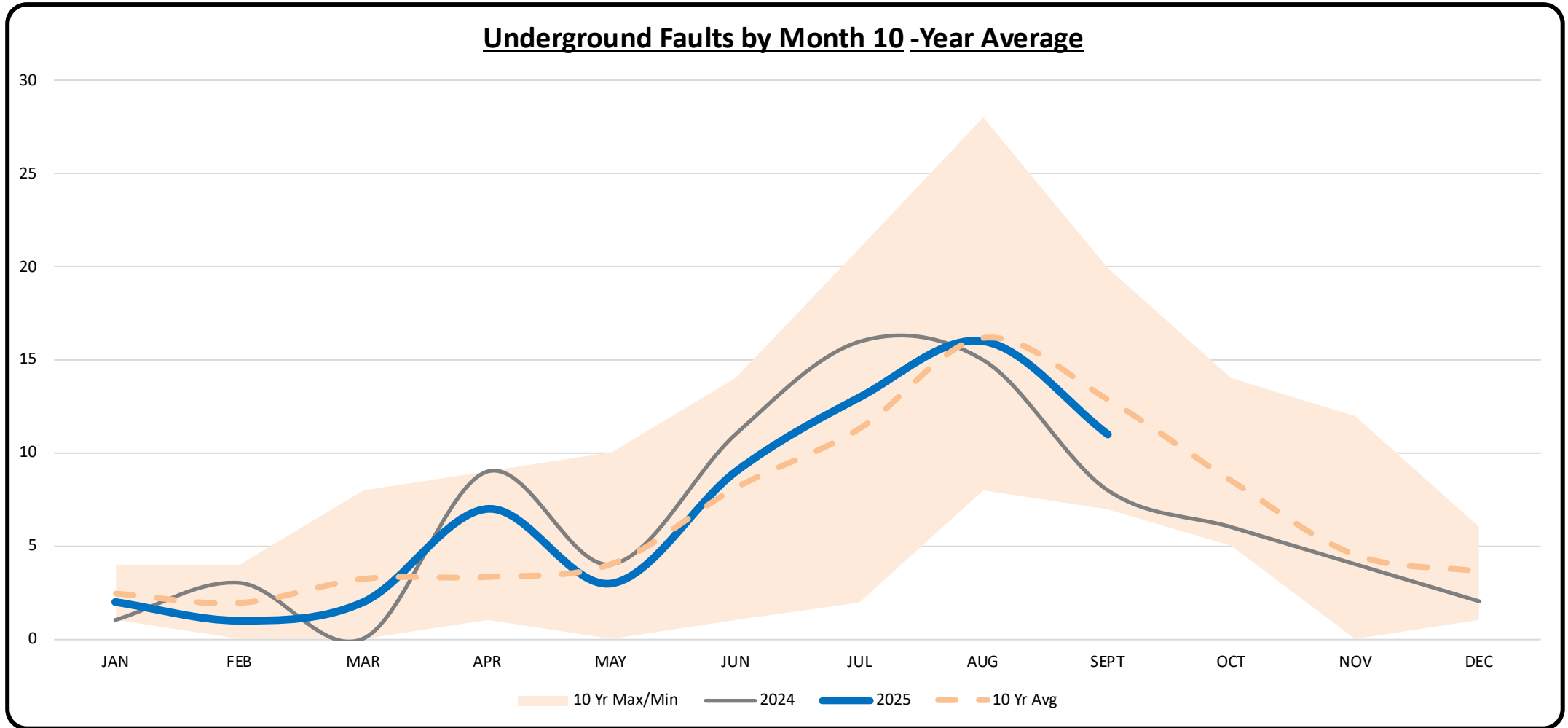
Underground Faults (13 Months)



Cable Faults 2025 YTD: 64

Total Faults YTD are 4% less than the previous year and 1% more than the 10-year average.

4.2.1 Underground Primary

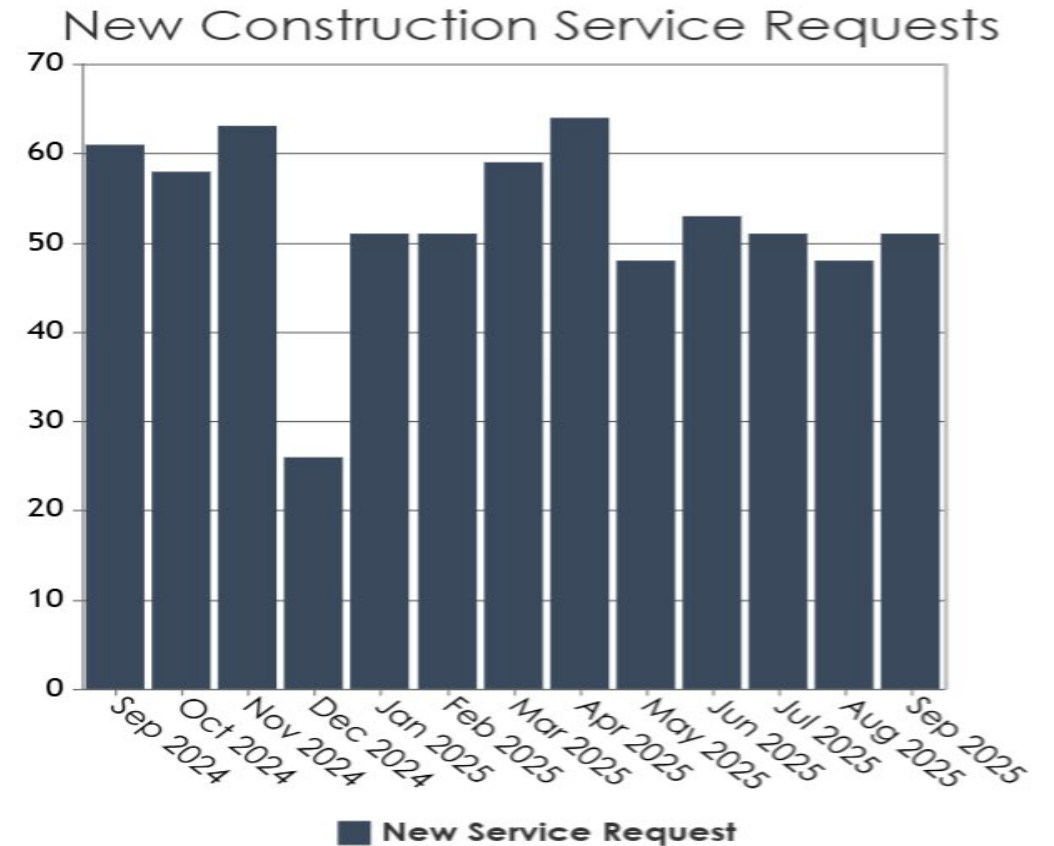


4.3 New Service Requests

New Service Requests



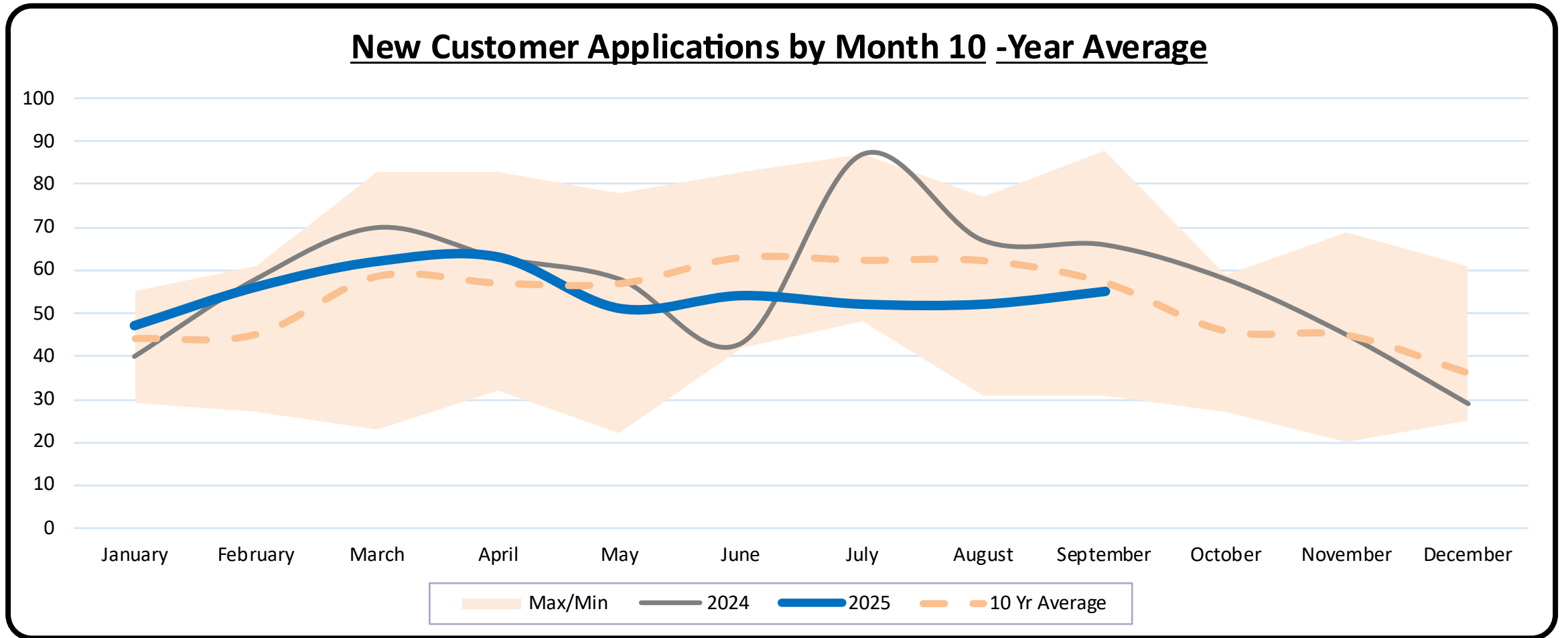
New Constructions



New Service Requests 2025 YTD: 492

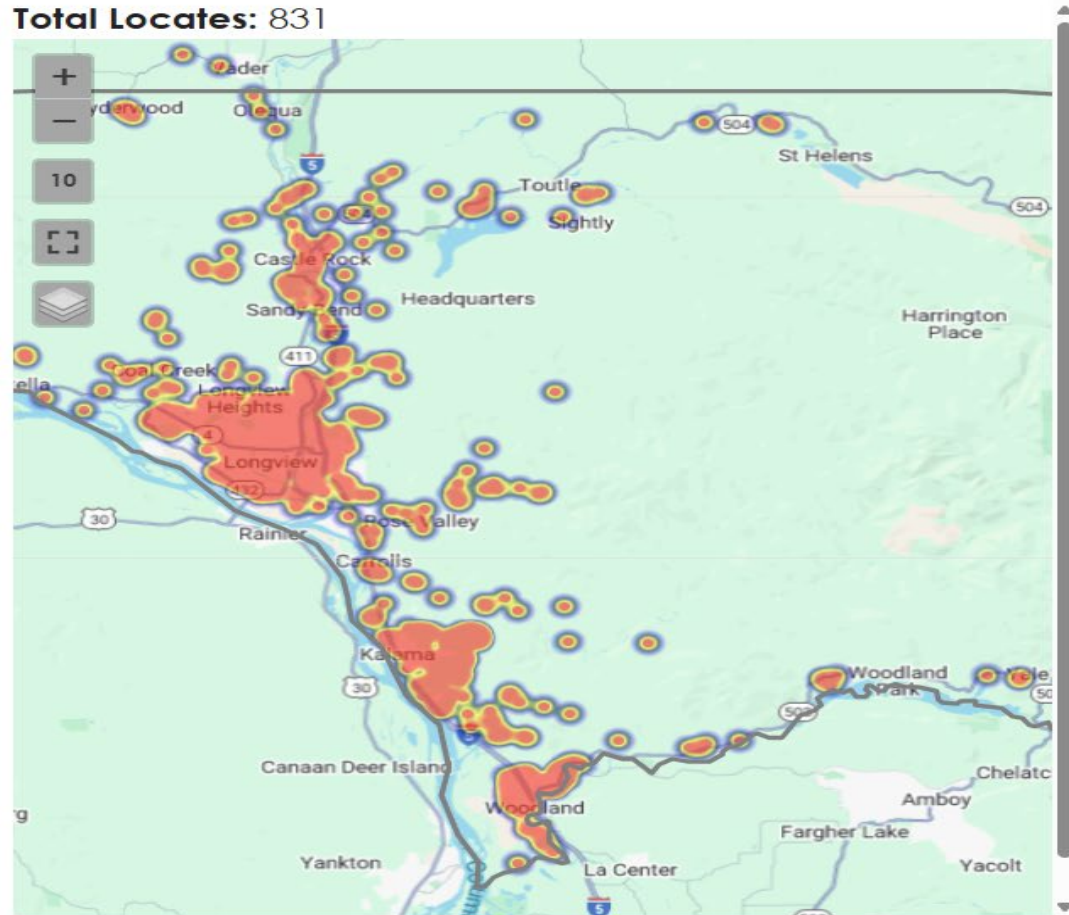
Total New Service Requests YTD are the 11% less than 2024 and 3% less than the 10-year average.

4.3.1 New Service Requests

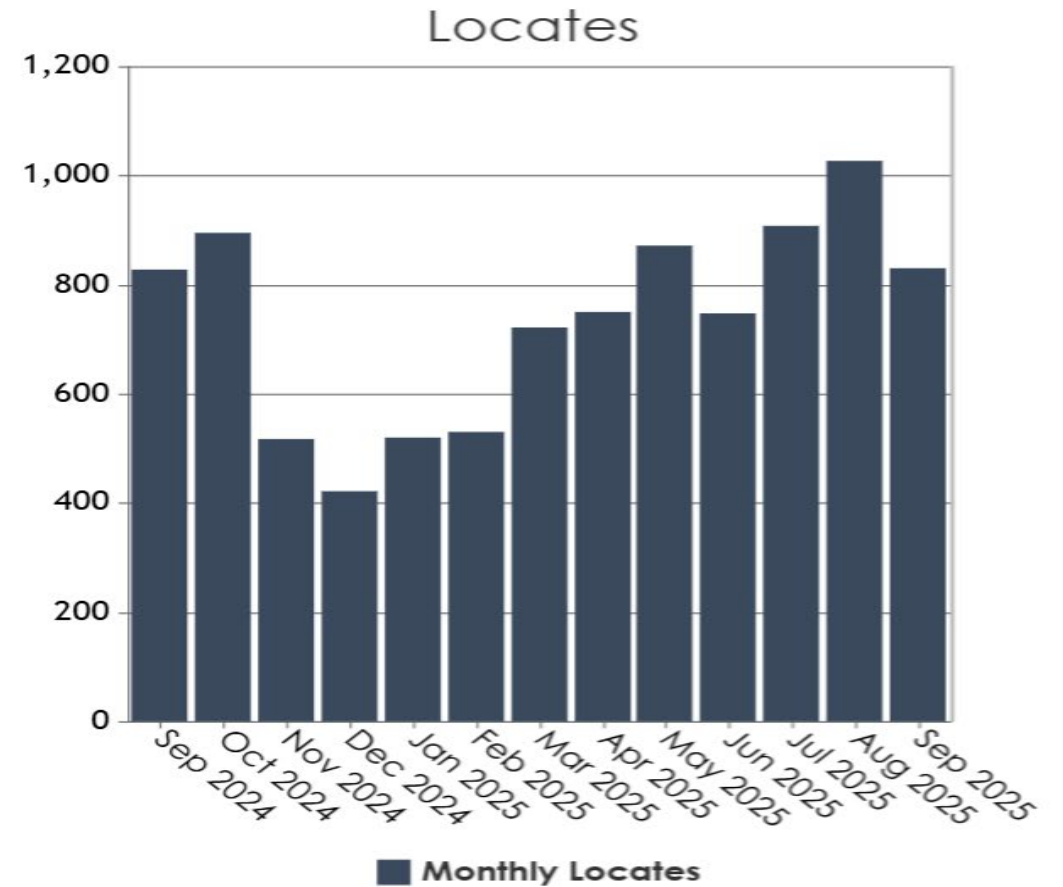


4.4 Locates

Monthly Locates



Locates

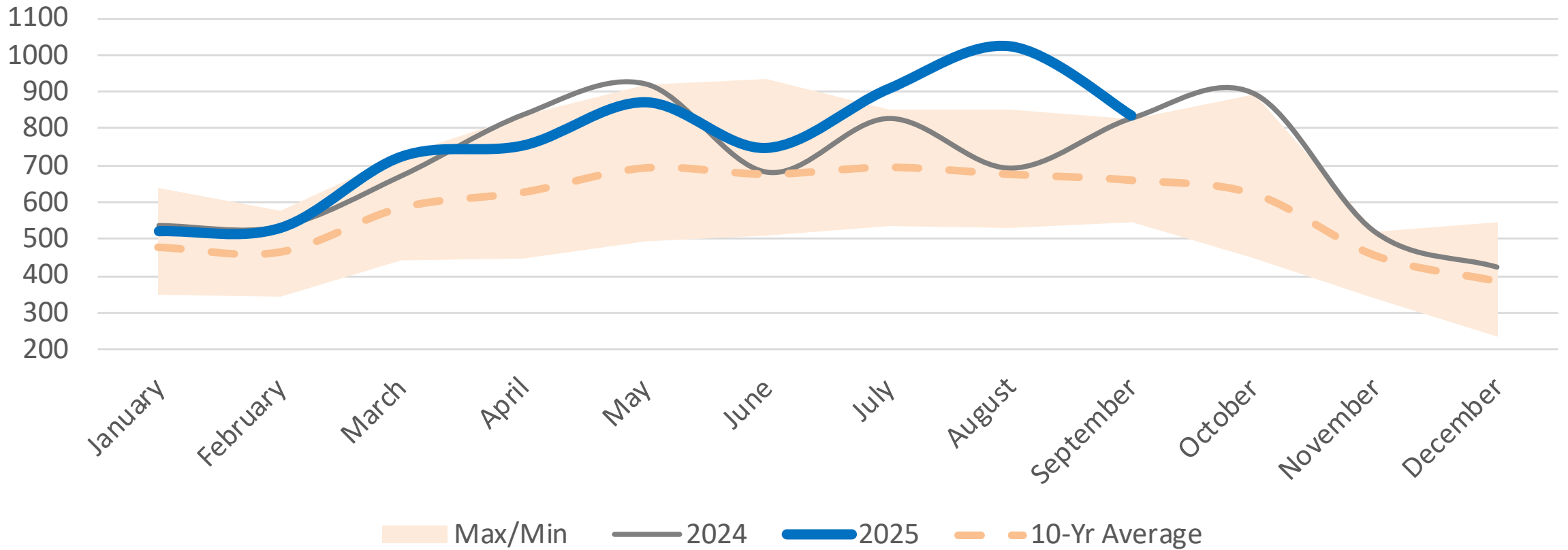


Locate Requests 2025 YTD: 6,912

Total Locate Requests YTD are 6% more than the previous year and 24% more than the 10-year average.

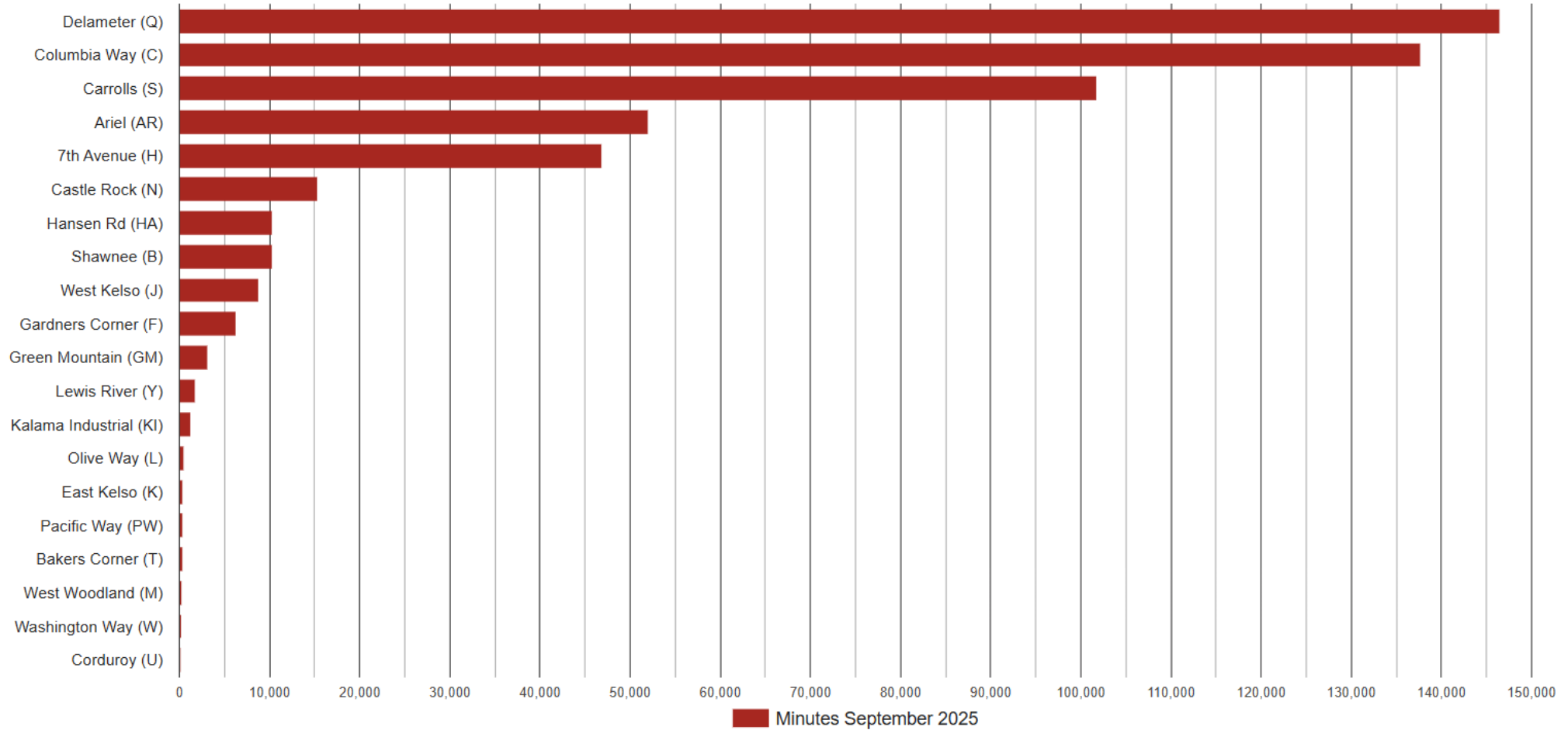
4.4.1 Locates

Locates by Month 10--Year Average



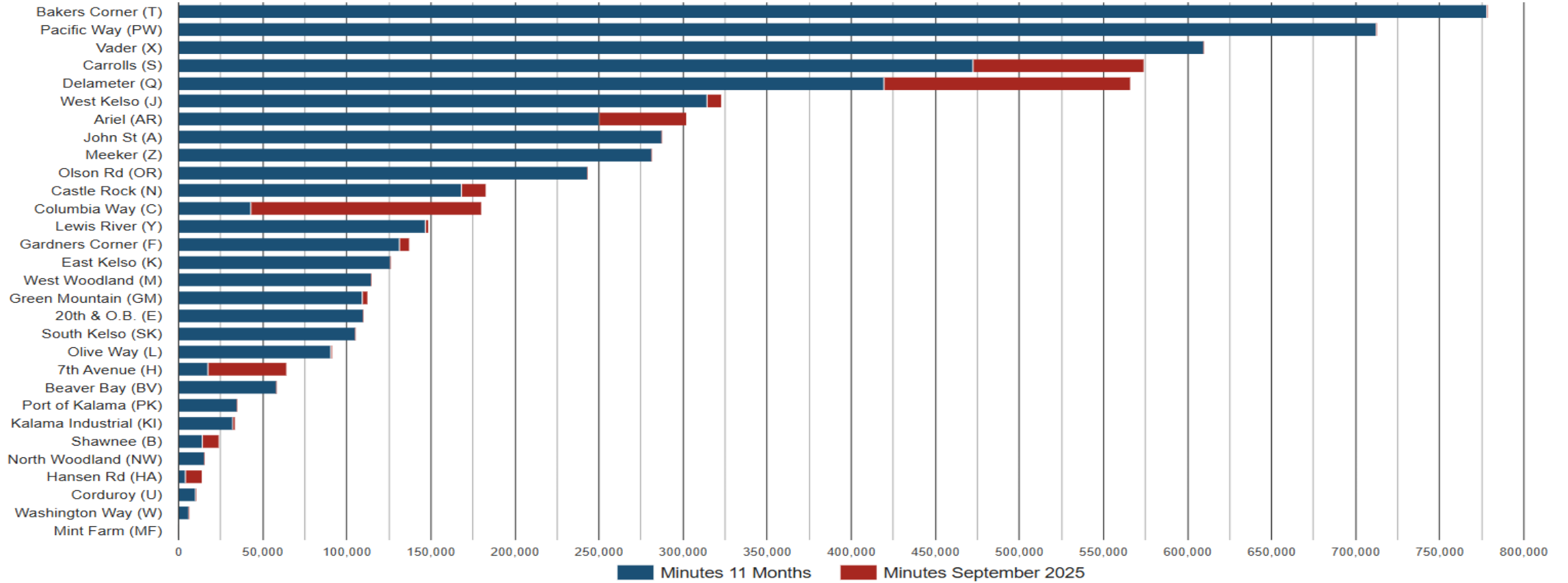
4.5 Substation Outages (exclusive of storms)

Minutes Out By Substation - September 2025



4.5.1 Substation Outages

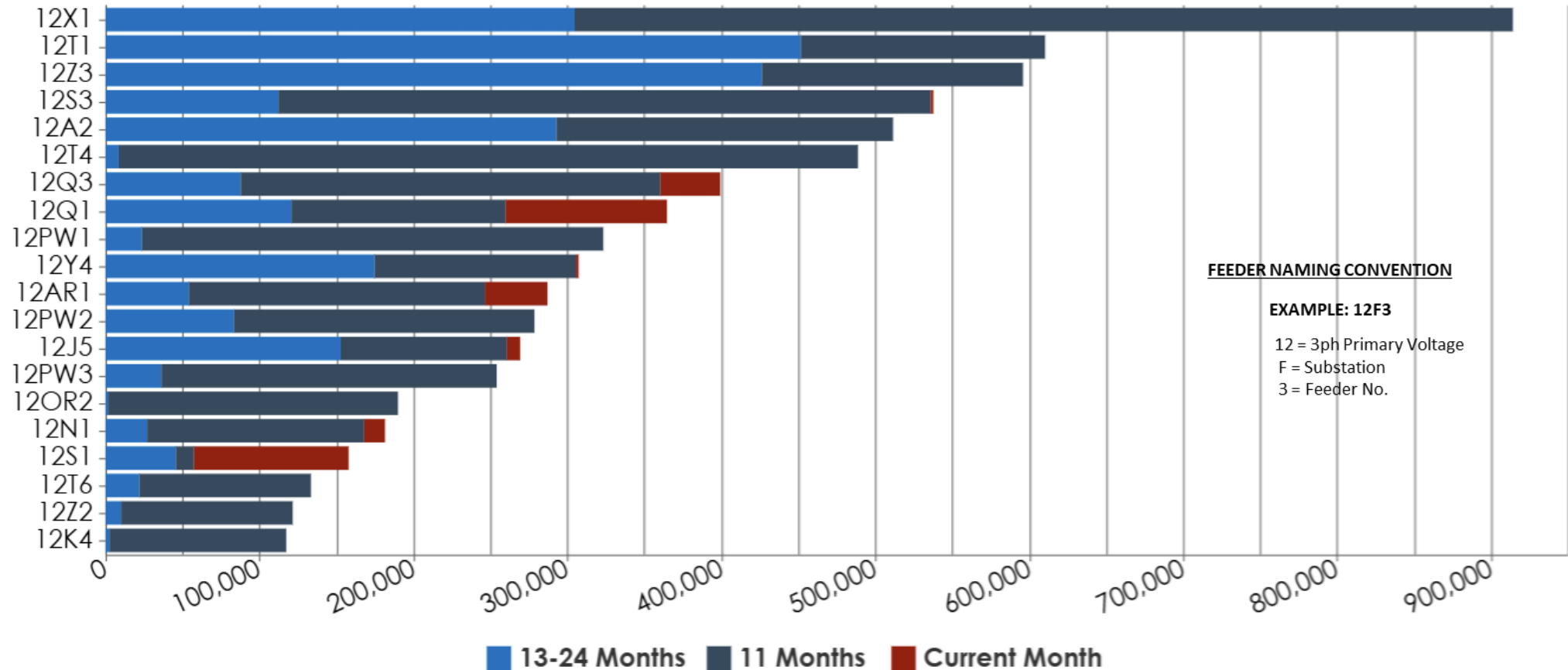
Minutes Out By Substation - Rolling 12 Months



4.6 Feeder Outages and Causes (exclusive of storms)

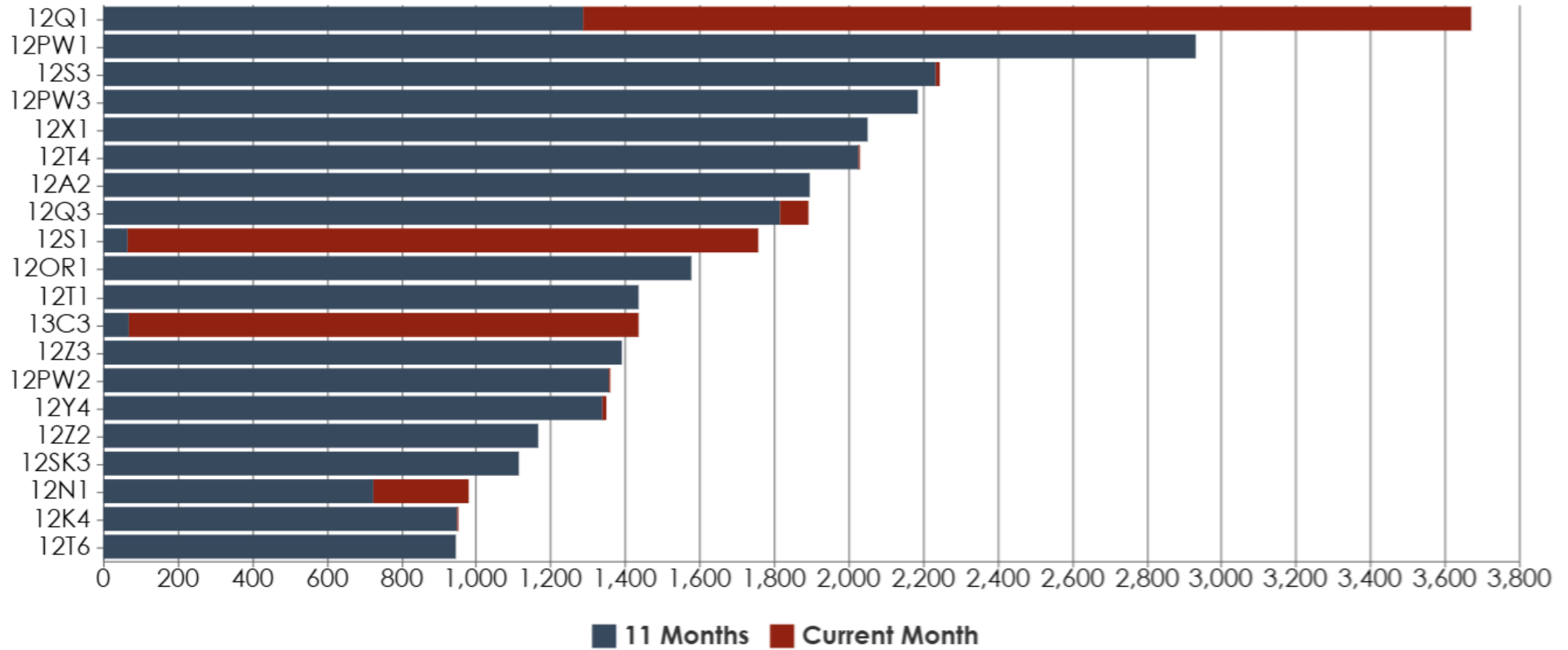
Feeder Outages & Causes - (rolling 12 months)

Top 20 Feeders by CMI



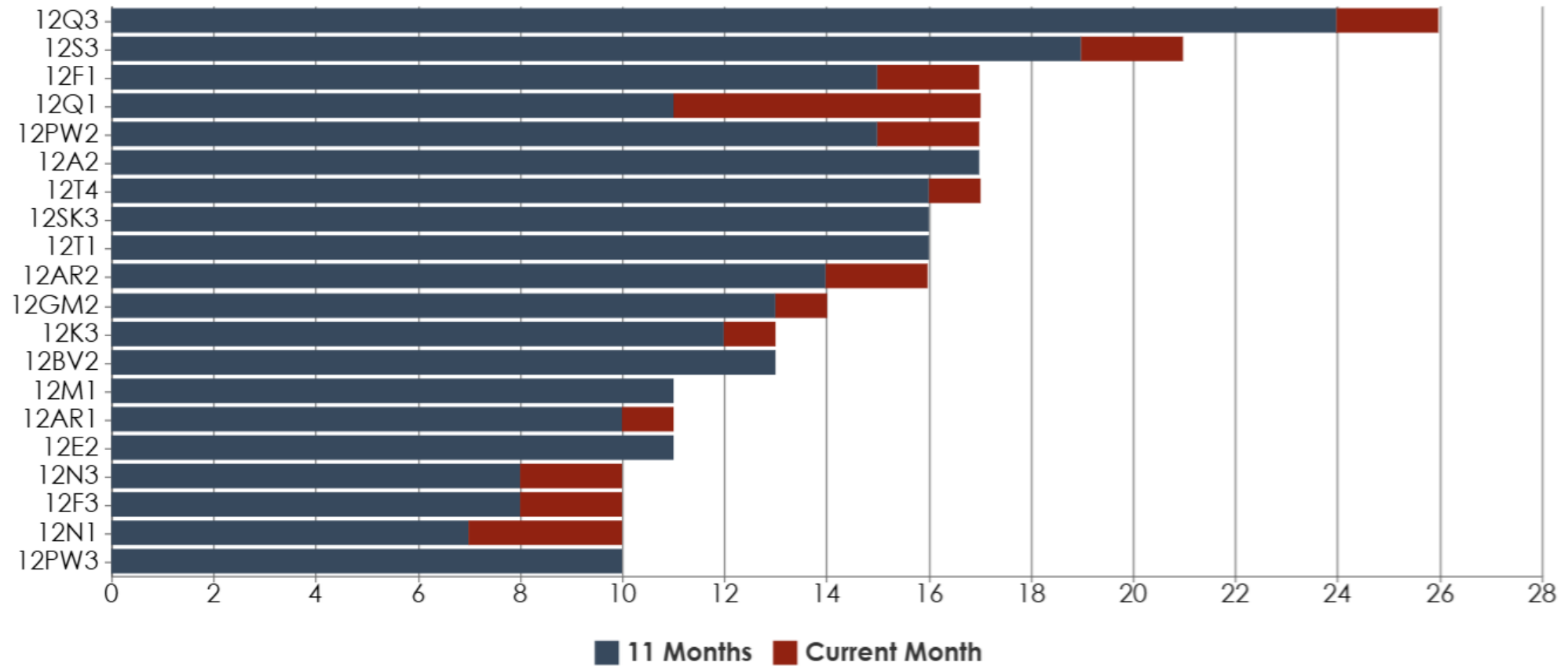
4.6.1 Feeder Outages and Causes

Top 20 Feeders by Customer



4.6.2 Feeder Outages and Causes

Top 20 Feeders by Incidents



4.7 Pictures & Hi-Lights

Cowlitz PUD Engineering – NISC Industry Leaders

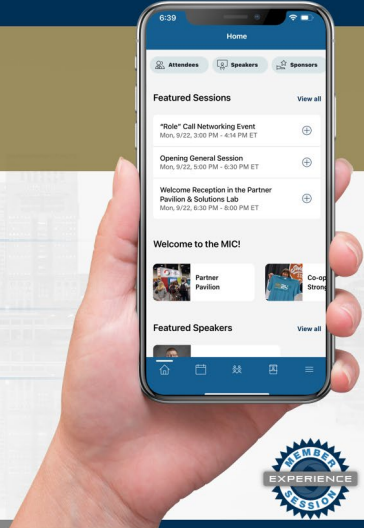
- NISC MIC: NISC National Member User Conference
- Presenters: Devin Henthorn, Shari Tomasli and Sandy Anttila
- Topic: Use Tailgate Form Builder for More than Tailgates
 - Customer Acknowledgements
 - Primary/Secondary Site Inspections
 - Vegetation Removal
- Post Presentation Survey Score of 4.8 out of 5!

Session ID (OPS-ALL 021)

Use Tailgate Form Builder for More than Tailgates

Solutions	IVUE Connect - Operations
Industry Content	E – Covers Energy content only
Experience Level	Introductory

Add this session in the app!
Questions, materials, feedback, and more



“Great use of tailgates”

“Great job for using the system in innovative ways”

“Great presentation.”



4.7.1 Pictures & Hi-Lights

Meeker Substation Rebuild

Date Station Offloaded: April 21st, 2025

Project Engineer: Tyler Williams, PE

Contractor: DJ's Electrical, Inc (Complete & Offsite)

Major Milestones Completed as of Sept 1st:

Civil Work (Foundations, Steel Structures, Switches, Bus), Electrical Equipment, Overhead Power Lines, and Control Building.

Current Activity: Relay/Equipment Wiring, Relay/RTU/SCADA Programming, Electrical Testing and Commissioning.

Estimated Energization Date: 11/13/25



5.0 Customer Service

5.1 Service

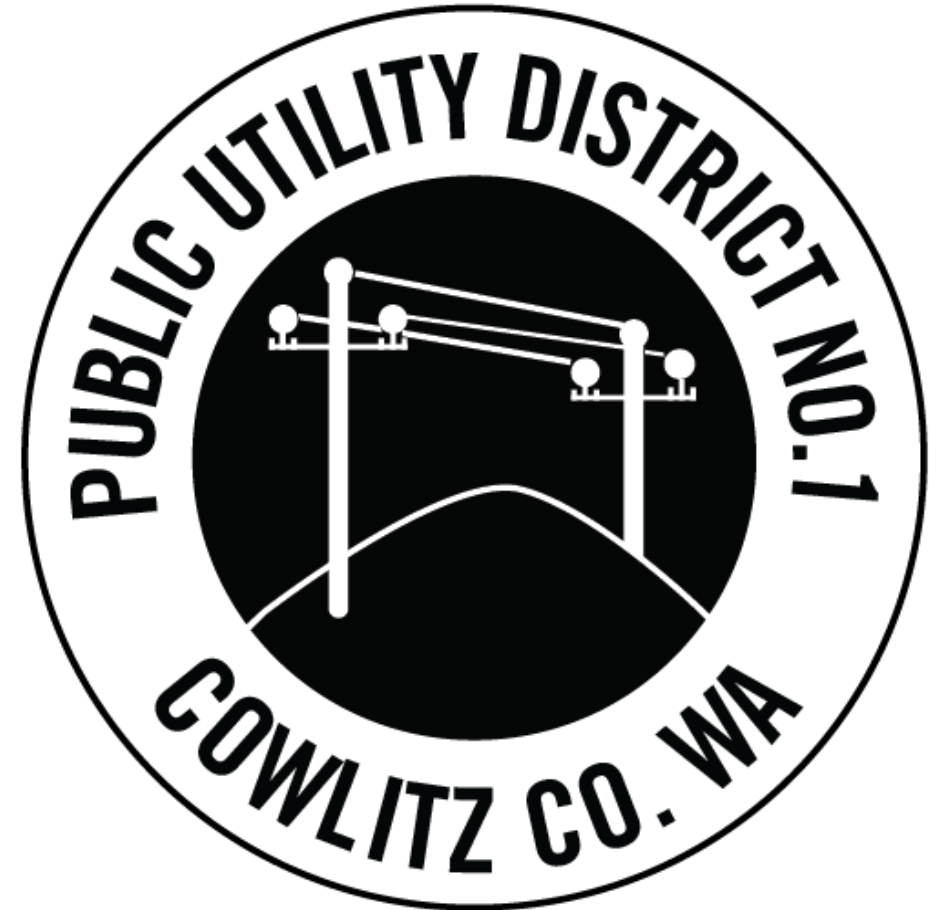
- Programs
- Interactions
- Service Levels

5.2 Accounts

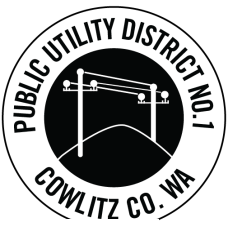
- Payments
- Disconnects
- Arrearages

5.3 Assistance

- Payment Assistance
- Warm Neighbor Funding
- Outreach and Events

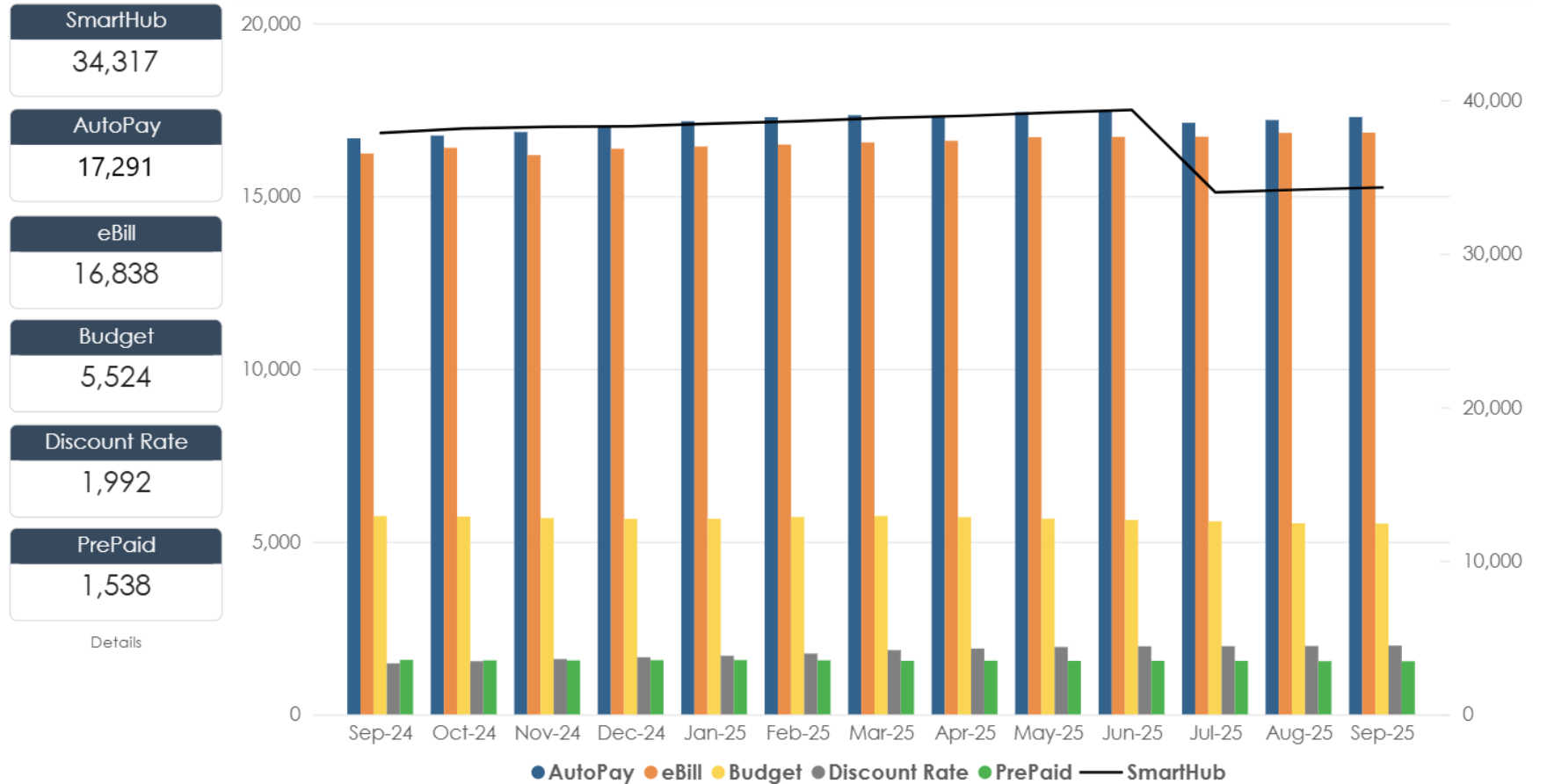


5.1 Service

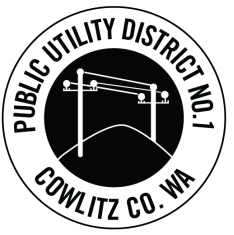


Programs

- SmartHub remains the most utilized with 34,317 users. The dip in June-July is attributed to a change in reporting, not actual user disengagement.
- AutoPay and eBill maintain strong, stable adoption, showing steady performance across all months.
- Budget and PrePaid adoption is limited, indicating niche usage with no significant growth trend.
- Discount Rate adoption remains flat largely due to customer demographics – participants are continually leaving the program, while new customers are added, keeping overall numbers relatively consistent.



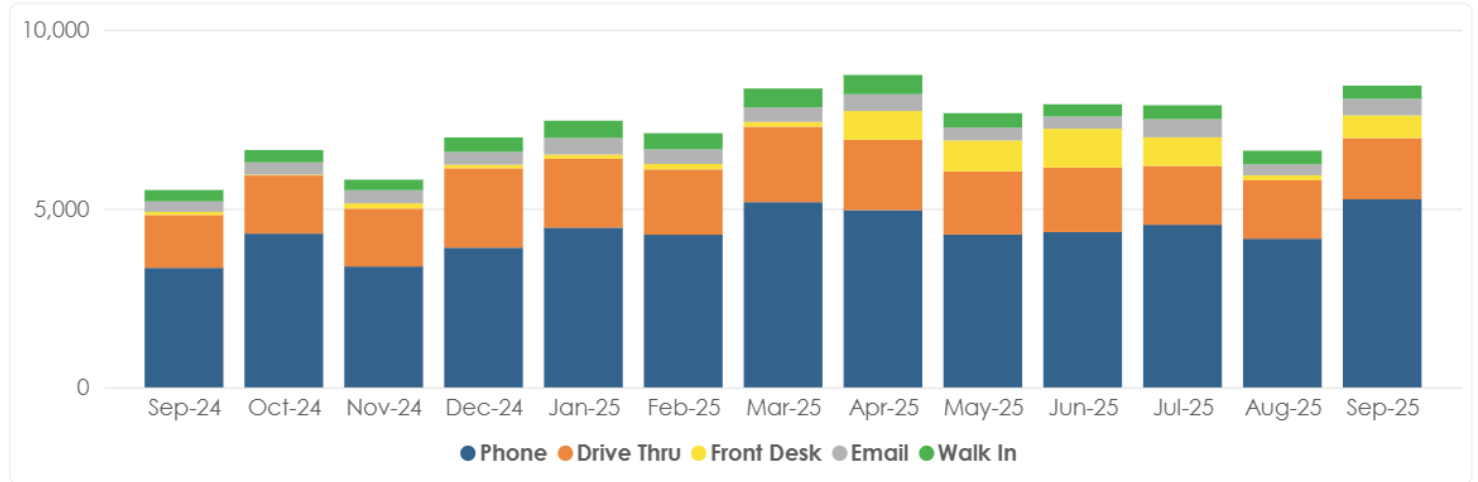
5.1 Service



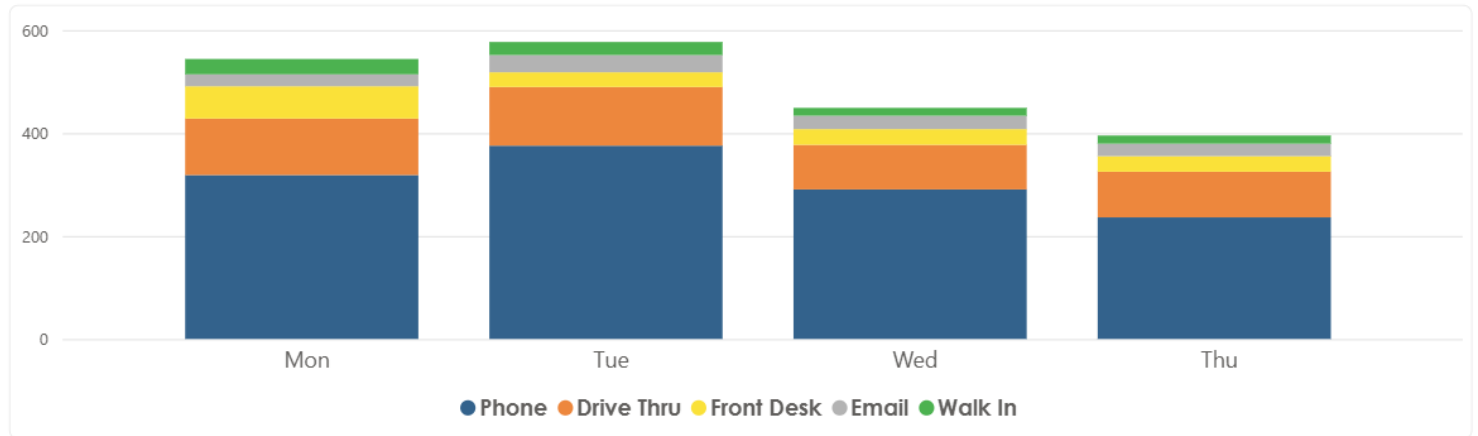
Interactions

- This updated slide show interactions by the day for the month, helping illustrate customer patterns further.
- Phone remains the dominant channel, with over 8,400 interactions – far exceeding other methods.
- Drive-thru is the second most used method, showing consistent usage.
- Front desk interactions is varied due to staffing changes; lower volumes occurred when there was no dedicated receptionist.
- Tuesday sees the highest weekly activity, driven by disconnects scheduled for Wednesday and a Monday holiday that shifted volumes.

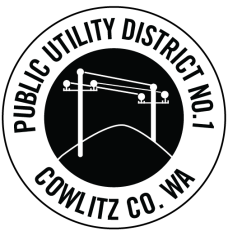
Interactions	
Total	8,438
Phone	5,259
• CSR	4,885
• Lead	374
Drive Thru	1,711
Front Desk	637
Email	461
Walk In	370



Details



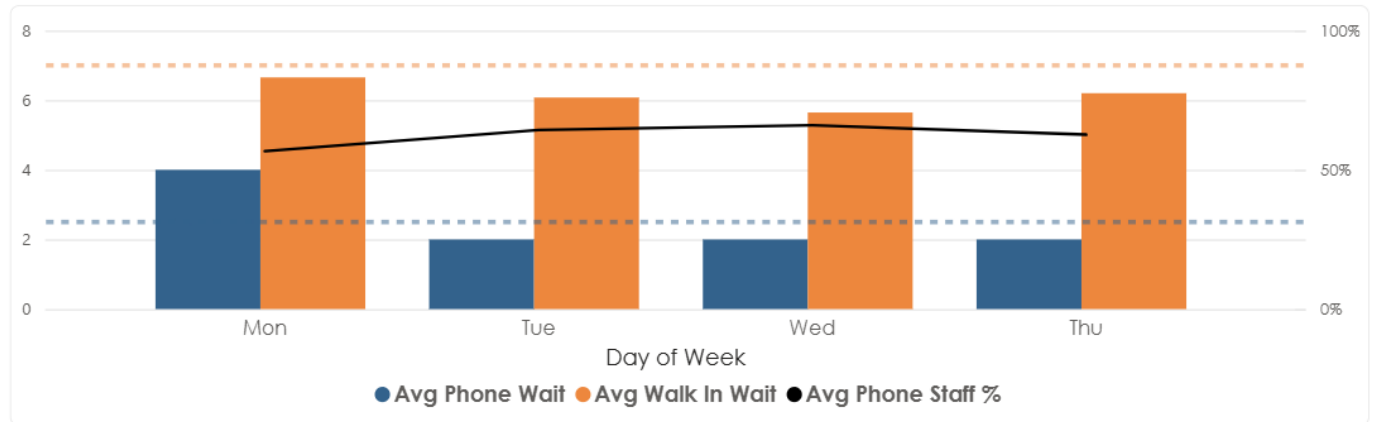
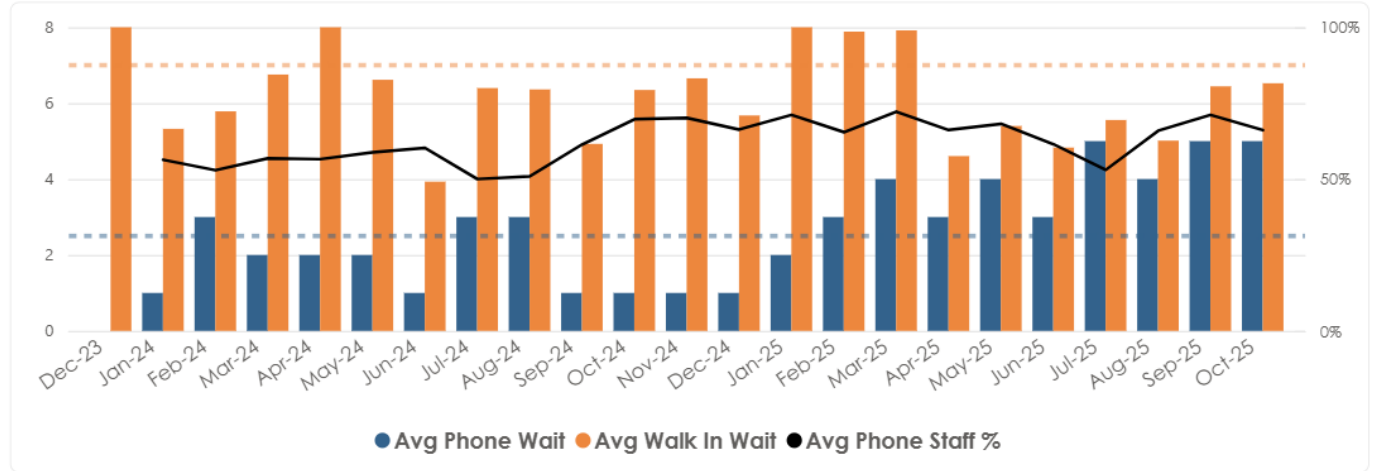
5.1 Service



Service Levels

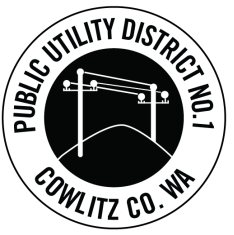
Service Levels	
CSR Staffing	98%
Walk In Wait	06:28
Goal	< 07:00
Call Wait	05:16
Goal	< 02:30
Abandoned	17%
Goal	< 10%

Details



- This slide has been updated to include walk-in data, staffing metrics, and service levels by day of the week, providing a more comprehensive view of operational performance and customer behavior.
- High call volumes and peak walk-in and drive-thru interactions on Mondays between 10am and 1pm, combined with reduced staffing, significantly strain service capacity and lead to longer wait times across all channels.
- A previously vacant position was recently filled, and once training is complete, this is expected to improve service levels – particularly on high-demand days.

5.2 Account



Payments

- A total of 52,383 transactions processed, with the majority handled through system processing rather than CSR processing.
- Customers continue to prefer automated payment methods. Among these, AutoPay and SmartHub are the most utilized. For CSR processed payments, Mail/Drop Box remains the top method.
- The significant increase in CSR processed payments last September was primarily due grant assistance, which reduced direct customer payments and increased CSR actively through pledge transactions posted to accounts.

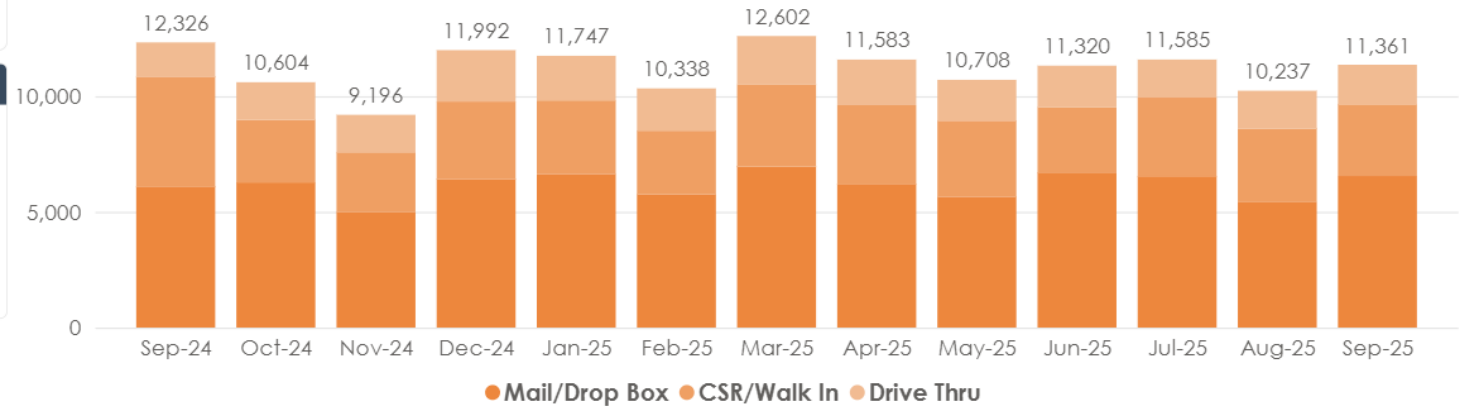
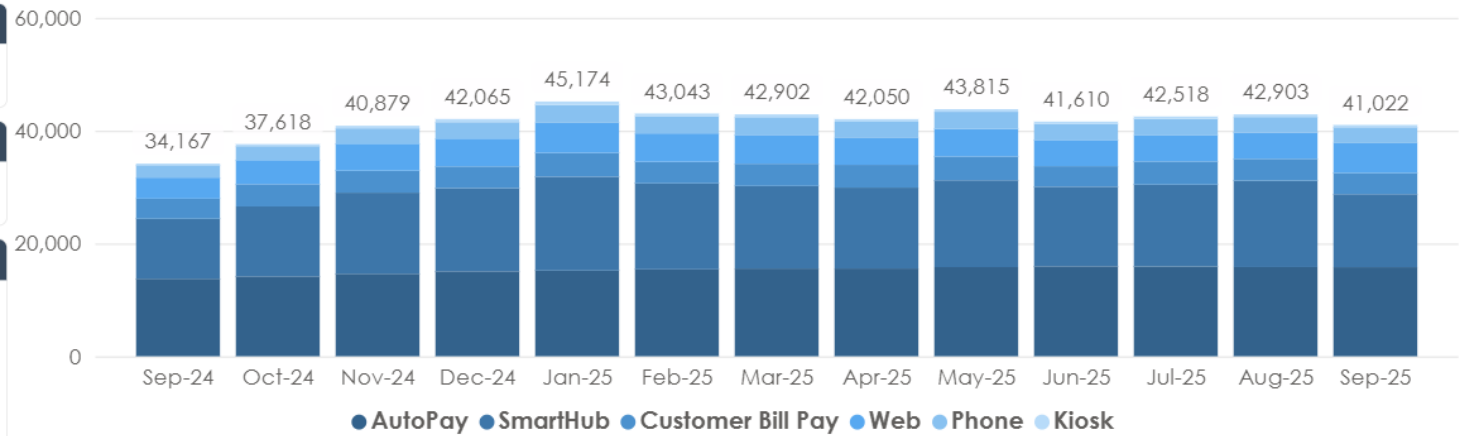
Total Transactions	52,383
--------------------	--------

Total Dollars	\$20,215,473
---------------	--------------

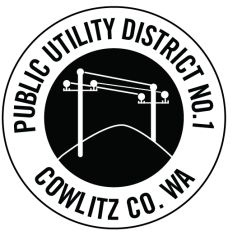
System Processed	
Total	41,022
AutoPay	15,803
Smart Hub	12,945
Customer Bill Pay	3,763
Web	5,280
Phone	2,822
Kiosk	409

CSR Processed	
Total	11,361
Mail/Drop Box	6,553
CSR/Walk In	3,097
Drive Thru	1,711

Details



5.2 Account



Disconnects

- Customer behavior is continues to evolve, with many now utilizing the ability to pay and restore service almost immediately. Among customers with remote meters, the average disconnect duration was 1.4 hours.
- While monthly fluctuations occur, the overall trend has remained relatively stable since conclusion of grant assistance and the full implementation of remote meters at the end of 2024.

Past Due Letters

3,105

Past Due Calls

1,324

Disconnects

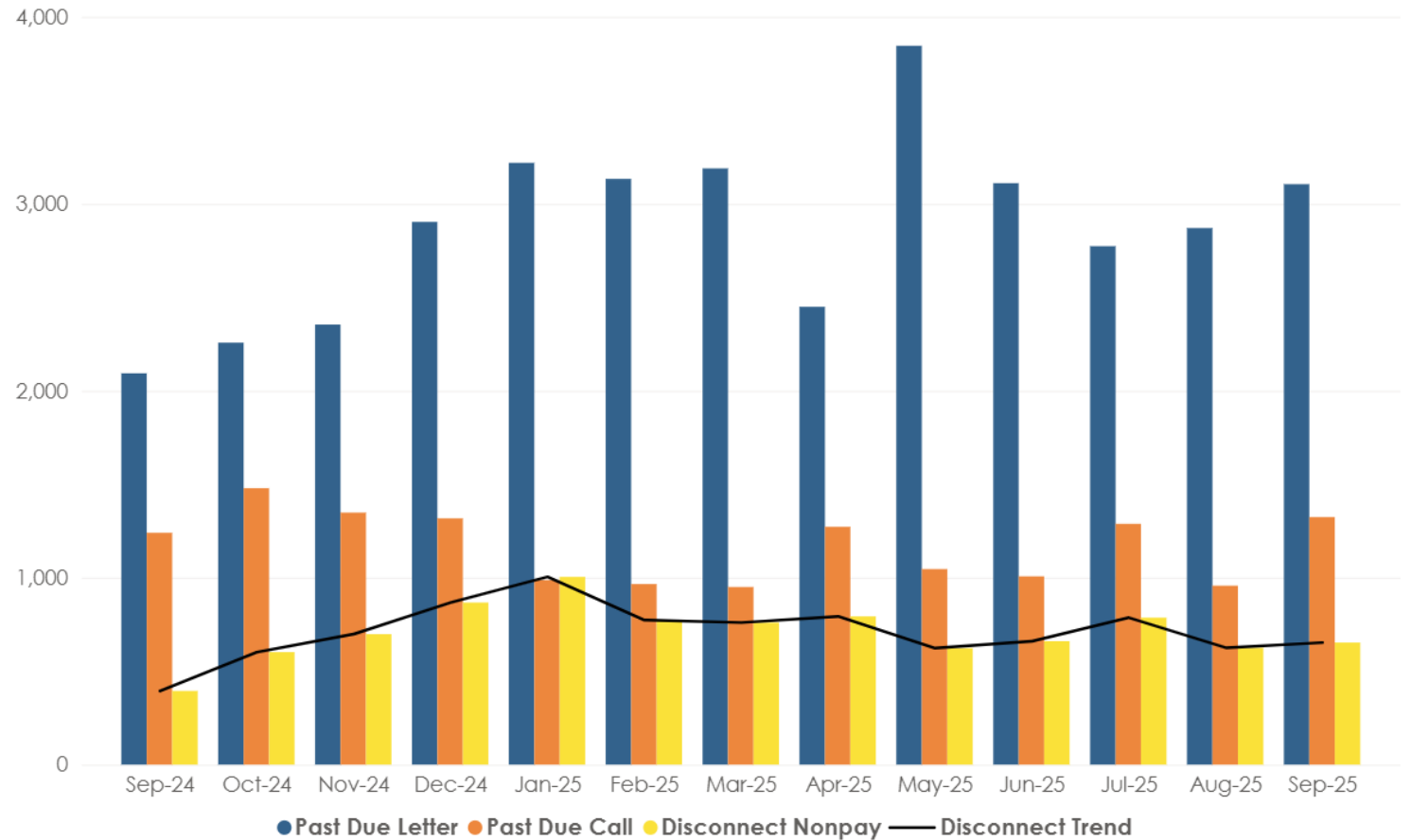
653

Accounts	1.23 %
Nonpay	625
Broken Arrg	28
PrePaid	308
Traditional	345
Remote	650
Manual	3

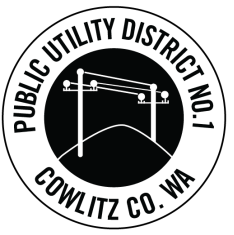
Durations

Remote Avg	1.43 hrs
Manual Avg	2.92 hrs

Details



5.2 Account



Arrearages

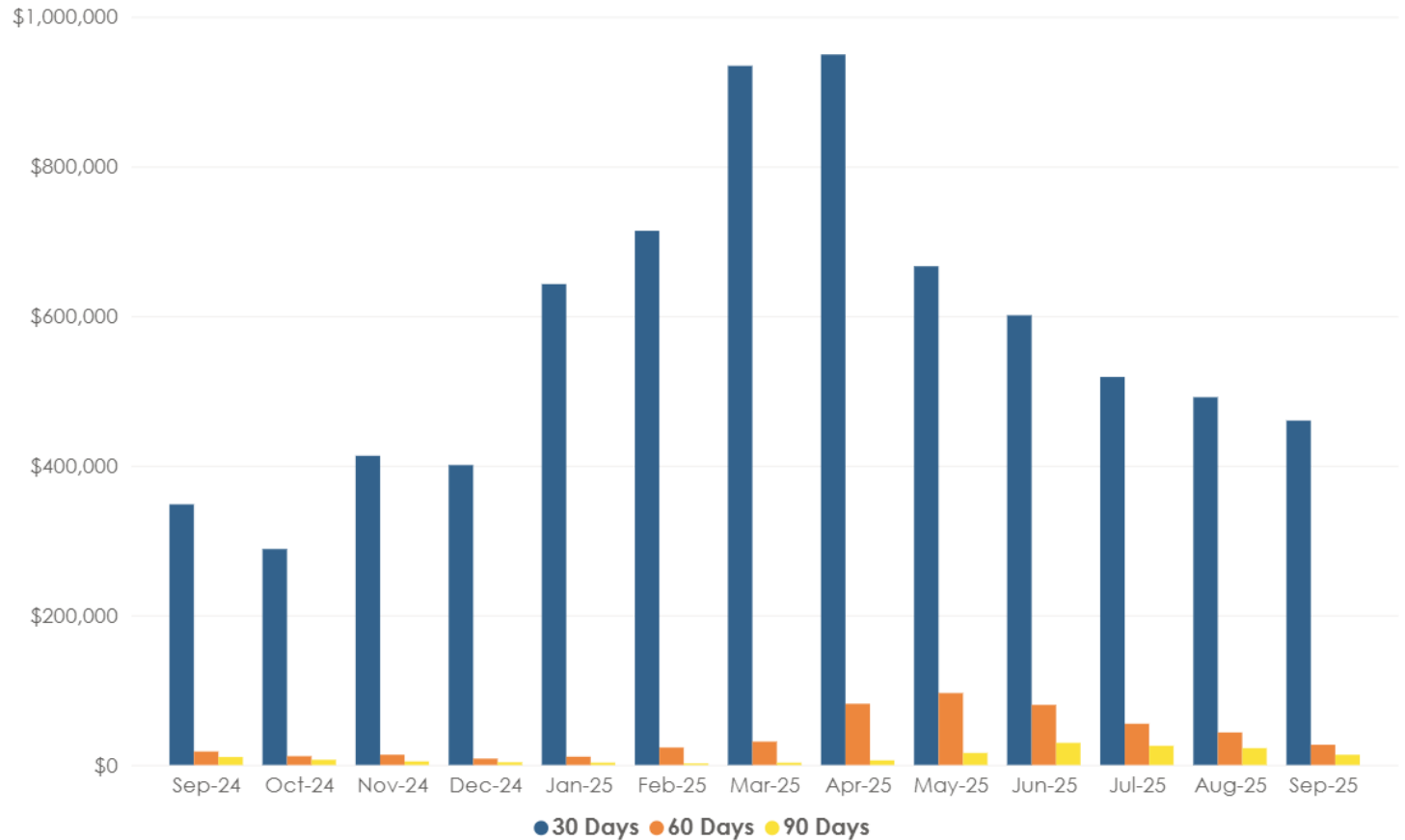
- Total arrearages reached \$460,319, with most balances falling in the 30-day category, indicating short-term delinquency, rather than long-term nonpayment.
- Budget account types continue to inflate arrearage totals, reflecting the seasonal nature of the program.
- While overall arrearages are higher than September 2024, 90-day past due balances for Regular accounts are slightly lower, showing progress in resolving issues before they become severe.

30-Days Past Due	
Total \$	\$460,319
Accounts	3,761
Regular	\$406,943
PrePaid	\$2,106
Budget	\$51,270

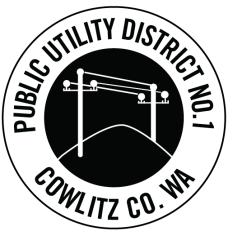
60-Days Past Due	
Total \$	\$27,129
Accounts	408
Regular	\$6,626
PrePaid	\$572
Budget	\$19,932

90-Days Past Due	
Total \$	\$13,644
Accounts	130
Regular	\$933
PrePaid	\$1,711
Budget	\$11,000

Details



5.2 Account



Arrearages

- September closed with \$460,319 in arrearages across 3,762 accounts, with Residential customers making up the majority of the balance.
- Budget accounts and seasonal patterns remain contribute to arrearage totals, as balances typically accrue during colder months and are paid down during lower-usage months.
- While Budget and PrePaid accounts contribute to the overall past due amounts, the majority of the arrearages stem from Regular accounts, reflecting standard billing behavior and payment trends.

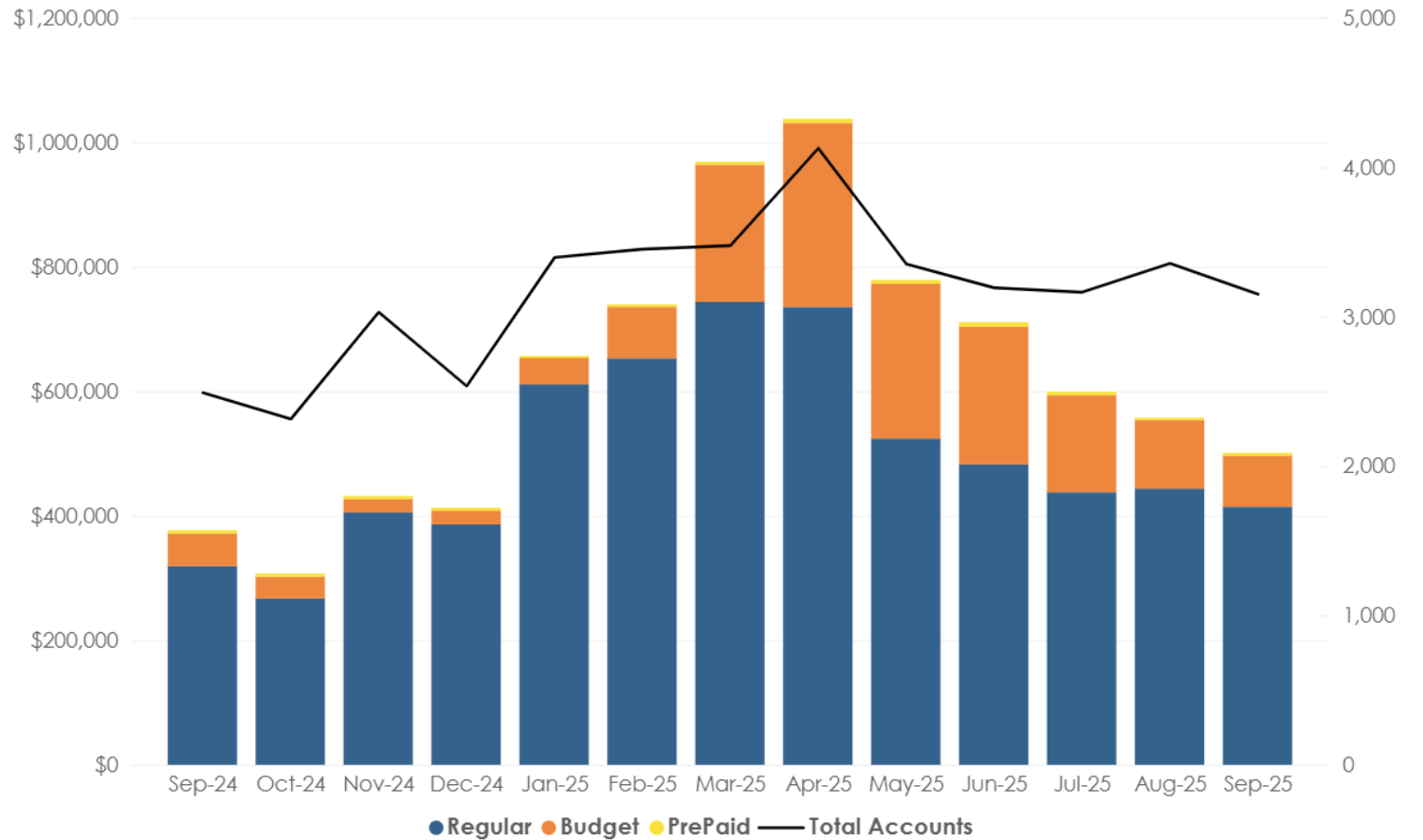
Total Past Due
\$460,319

Total Accounts
3,762

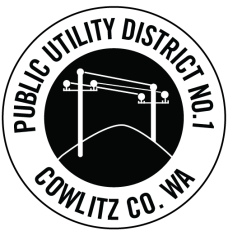
Past Due Average	
Regular	\$406,943
PrePaid	\$2,106
Budget	\$51,270

Account Class	
Residenti	\$422,155
Business	\$38,164

Details

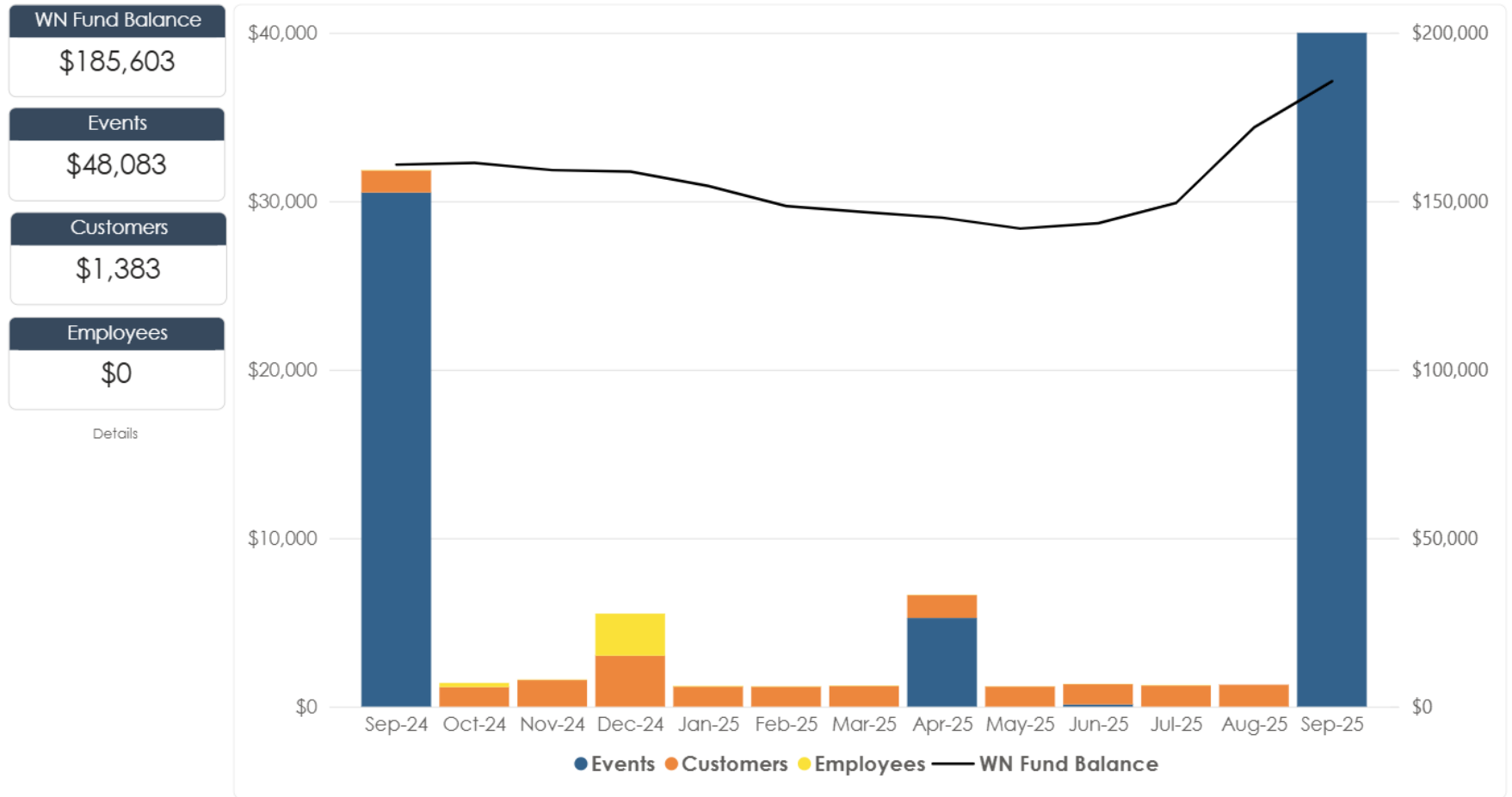


5.3 Assistance



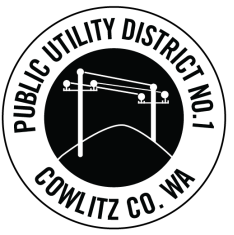
Warm Neighbor Funding

- Customer donations have remained consistent throughout the year, providing a stable source of support for the program.
- Weekend for Warm Neighbor, the largest annual fundraising even, was recently held and brought in a total of \$48,553, approximately \$18k more than last year.
- Employee contributions remain modest but will increase with the upcoming employee Christmas raffle in December.



5.3 Assistance

Outreach and Events



Nov/Dec

Throughout November and December, we will run targeted campaigns to promote our Warm Neighbor assistance program and encourage use of our online application. These efforts aim to support customers during high bill months by making financial assistance more accessible.

We will also launch a donation campaign to inspire customer contributions and help neighbors in need.

These campaigns will be featured in our Connected Newsletter, as well as promoted through social media and radio, ensuring a broad community outreach and engagement.

6. Employee Services

6.1 Personnel Status

6.2 Current Employee Recruitments

6.3 Career Fair – Public and Student Outreach

6.1 Personnel Status

Current Employee Count:

- 175 full-time employees
- 2 part-time employee

New Hires:

- Carolyn Reed, our new Customer Service Specialist started October 13, 2025.
- Michael Mestek, our new NERC Certified Dispatcher will start on November 17, 2025.

6.2 Current Employee Recruitments

External Recruitments:

- We are currently recruiting to fill the following position:
 - **Warehouse Helper** – we are currently recruiting to backfill an open position in the Warehouse. This position was open through September 28, 2025. We are currently in the process of interviewing and hope to have someone on board by the end of November.
 - **Business Intelligence Analyst II** – we are currently recruiting to fill a limited duration position in the OT group. This position will be a one-year limited duration position to help with the backlog of data projects. We have this position posted through November 16, 2025.

6.3 Career Fair – Public and Student Outreach

Outreach Events Coming up for 2025:

- **Kelso/Longview Chamber of Commerce Cowlitz Career Exploration – 10/23/2025**
 - This event will take place at Lower Columbia College in the Myklebust Gymnasium & Fitness Center and will showcase different businesses throughout Cowlitz and Clark County. This event is targeted to Junior and Senior students in Cowlitz and Wahkiakum counties.
- **Kelso High School Career Fair – 11/4/2025**
 - This event will take place at Kelso High School and have high school juniors and seniors along with Kelso middle school students and Kalama High School in attendance.
- **Cowlitz PUD ½ Day Job Shadow – 11/5/2025**
 - Cowlitz PUD hosts our half day job shadow annually with local Cowlitz and Wahkiakum Junior and Senior high school students. We have already communicated with local high schools regarding our event and we usually have anywhere between 60-80 students attend. We will have short workshops with Cowlitz PUD staff leading the way to introduce students to the different career options we have at the District.
- **WSU Vancouver – 11/12/2025**
 - We will be assisting WSU Vancouver students in reviewing their resumes and cover letters for future job opportunities.
- **Castle Rock Career Fair – 4/21/2026**
 - This event is tentatively scheduled to take place on April 21, 2026 in the Castle Rock High School parking lot.

6.3 Career Fair – Public and Student Outreach

Outreach Events Completed for 2025:

- **Longview High School College & Career Fair Day – 2/27/2025**
 - RA Long and Mark Morris High Schools will be hosting a one-day college and career fair for their students.
 - RA Long will run from 8:30-10:30am
 - Mark Morris will run from 12:30pm – 2:00pm
 - These two career fairs were targeted at Junior and Senior level students to learn about the careers that Cowlitz PUD offers. Cowlitz discussed different job opportunities with the students and the education needs for the careers they were interested in.
- **Carrols Elementary School – Career Week – 3/6/2025**
 - Cowlitz PUD attended the Carrols Elementary school career week and presented to 29, 4th and 5th grade students. During this time, we played a match game where we discussed different careers at Cowlitz PUD and what people in those careers do each day.
- **Kalama High School Career Fair – 3/25/2025**
 - This event took place on March 25th at Kalama High School. We spoke with over 500 students, grades 6th to 12th grade and gave them information on what a PUD is and the varied careers at a Public Utility.
- **WSU Vancouver Engineering and Technology Career Fair – 3/26/2025**
 - This event took place on March 26th at WSU Vancouver. We promoted our two open Transmission & Distribution internships and the current open positions we have. We educated students on Public Utilities and the different careers offered.

6.3 Career Fair – Public and Student Outreach

Outreach Events Completed for 2025:

- **Woodland High School Career Fair – 4/18/2025**
 - This event will take place on April 18, 2025 in the Woodland High School gym.
 - We talked with over 150 students about what a PUD does and the importance of Public Power along with the different types of positions that we have in the Utility industry.
- **Castle Rock High School Skilled Trades Fair – April 22, 2025**
 - This event will take place on April 22, 2025 in the Castle Rock High School parking lot.
 - Cowlitz PUD brought our Safety Trailer and completed two different demonstrations with students along with showing students how to tie in insulators and having them practice.
 - This event was open to not only Castle Rock High School students but from students at different high schools bringing over 600 students to the event.
- **Robert Gray Elementary School – Safety Trailer Demonstration – 5/22/2025**
 - This event took place on May 22, 2025 at Robert Gray Elementary School with the Second Grade students. Brad Keith's line crew completed a safety trailer demonstration while onsite and even blew a circuit and had to turn the power back on while they were onsite.
- **Kelso/Longview Work Source Career Fair – 5/27/2025**
 - This event took place at the Kelso Work Source office on May 27, 2025 and Teedara spoke with numerous local residents about the current and upcoming job openings we have.

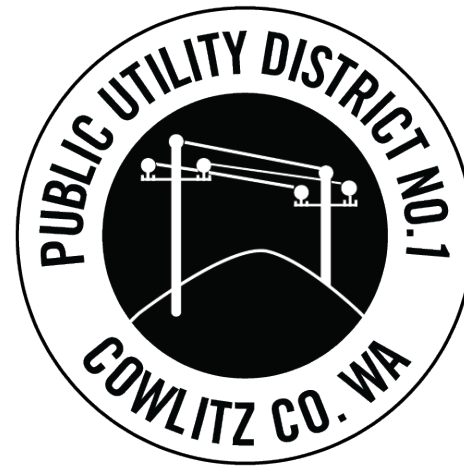


Castle Rock High School Skilled Trades Fair

PUD Employees Participating in this Event:
Teedara Wolf, Alice Dietz, Jeremy Beck, Deanna Killett, Brad Keith,
Thomas Gustin, Robert Spitler, Devin Wannamaker and Kevin
Wilbur.

7. Public Relations and Communications

- Connected
- Columbia River Reader
- Radio Messaging
- Website Messaging
- Regional Coverage



- CUT HEATING COSTS UP TO 15% WITH SIMPLE FIXES.
- LEDs USE 75% LESS ENERGY THAN INCANDESCENT BULBS.
- START SAVING AT COWLITZPUD.ORG/EFFICIENCY.



PLUGGED IN TO COWLITZ PUD

By Alice Dietz, Cowlitz PUD
Communications/Public Relations
Manager

Cowlitz PUD volunteers raise \$47,000 for Warm Neighbor Fund

Cowlitz PUD has announced this year's Weekend for Warm Neighbor fundraising event raised \$47,000. This milestone reflects the unwavering commitment of Cowlitz PUD volunteers, the leadership of the Weekend for Warm Neighbor Planning Committee, and the generosity of sponsors and participants.

cont next page

Warm Neighbor Fund

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The event's title sponsor was 1898 & Co. Supporting sponsors were Bell Lumber & Pole, Columbia Wellness, The Okonite Company, Pac Tech, JH Kelly, BlueScope, OneSource, Schnabel Engineering, Propel Insurance, and Lower Columbia Longshore Federal Credit Union. Their contributions helped make the achievement possible.

For more than 25 years, the Warm Neighbor Fund has played a vital role in the community, offering assistance to

families in Cowlitz County to pay their electric bills qualify for other aid programs entirely through donation events, and employee contributions. The program continues to help for many.

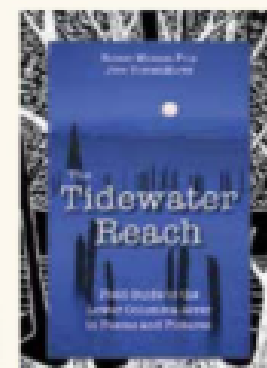
This year's success was due to key events:

Eat for Heat

This locally-sourced meal program remains a community favorite. Since its launch in 2017, it has served 2,000 meals, raised \$80,000



A Different Way of Se



THE TIDEWA the Lower Col THREE EDITION

By Robert Mich

"Tidewater Reach intellectual and emotional treasure. It d

GREAT
GIFTS!

Radio Messaging

Cold weather impacts your Cowlitz PUD bill more than anything else. The colder it is, the harder your heating system works to maintain a comfortable temperature and the more energy you use. Monitor your usage through SmartHub. You can view your monthly, daily, or even your hourly to see when spikes occur. Changing your behavior around those spikes can help you save on your bill. You can even set energy alerts to notify you when you exceed a preset limit. Cowlitz PUD, Your Power.

At Cowlitz PUD, we care about helping you keep your winter costs down. With simple steps like switching to LED bulbs, adding insulation, and sealing ceiling drafts, you can significantly reduce your cooling bill this season. Visit Cowlitz.pud.org and click the energy efficiency tab for more tips and tricks to help you save this season. Cowlitz PUD is supporting our community with energy-saving solutions for warmth and safety. Cowlitz PUD, your Power.

Website Messaging



of Longview's Downtown Holiday Parade

Fall Energy Savings Tips



Free Home Energy Audits




Need Utility Assistance?



Search Cowlitz PUD website.....

 **OUTAGES**
844.965.1319

 **MAIN OFFICE**
360.423.2210

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 **SmartHub**

 **Outages**

 **Efficiency**

 **Careers**

 **Assistance Programs**

THE STATE OF POWER



2025 CEDC ANNUAL MEETING

ACCESS TO POWER AFFECTS EVERYTHING FROM PRIVATE ELECTRICITY RATES TO OUR ABILITY TO RECRUIT AND EXPAND INDUSTRY. JOIN US TO LEARN ABOUT THE CURRENT STATE OF ENERGY IN THE PNW AND WHAT THE FUTURE HOLDS FOR PRIVATE AND PUBLIC POWER NEEDS.



KURT MILLER
CEO & EXECUTIVE DIRECTOR
NORTHWEST PUBLIC POWER ASSOC.

NOVEMBER 6, 2025
11:30 AM - 1:30 PM
COWLITZ COUNTY
EVENT CENTER

SPONSORSHIPS AVAILABLE NOW!

TICKETS ON SALE - \$55 PER PERSON
or \$450 FOR A TABLE OF 8



Public Power Announcements

- [NWPPA Announces 32nd Annual Excellence in Communications Winners](#)
- [NWPPA Welcomes Four New Associate Members](#)
- [Kurt Miller to Speak at Utility Pole Conference](#)
- [Umatilla Electric Cooperative Promotes Josh Burns to Vice President, Operations](#)
- [Jefferson PUD Expands Fiber Internet Across Northeast Jefferson County](#)
- [Northern Wasco County PUD Named to The Oregonian's Top Workplaces 2025 List](#)
- [Cowlitz PUD Volunteers Raise \\$47,000 for Warm Neighbor Fund](#)
- [Pend Oreille PUD Reminds Public to Keep Signs Off Utility Poles](#)
- [Tillamook PUD to Begin Inspection and Treatment of Wood Power Poles](#)
- [Grant PUD Reports Improved Call Center Metrics](#)

8. Regulatory and Regional Affairs 10/28/2025

8 – October Activity

8.1 – State

8.2 – Federal

8.3 – Local/Regional

8.4 – Other



8.1 State & Regulatory



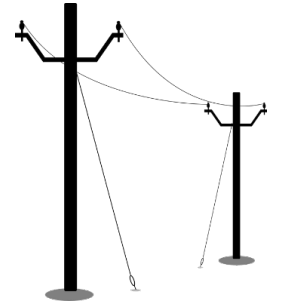
- ❖ Electric and Gas Utilities sound the alarm over growing gap between projected load and the resources necessary to serve them
 - Gas-Electric Coordination Symposium calls for policymakers to speed up permitting and acknowledge the need for gas resources to “bridge the gap” during the clean energy transition
- ❖ Washington State leads lawsuit against federal cancellation of Solar for All funding.
- ❖ Ecology CCA Allowance Price Containment Reserve auction held October 1st
 - State generated \$200 million from special auction that was called after Sep ‘25 quarterly auction price exceeded the APCR Tier 1 threshold price of \$60.43 per credit
- ❖ WA Dept of Ecology announced a 6-month pause on enforcement of vehicle manufacturer standards under the Advanced Clean Cars, Advanced Clean Trucks, and Heavy-Duty Low Nox programs
 - Waiting for outcome of EPA actions and court decisions related CA’s emissions waiver.

8.3 Federal



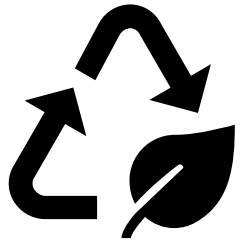
- ❖ Columbia River System Operations litigation resumes with plaintiff request for emergency preliminary injunction that would mandate expansive year-round spill
 - Cowlitz, via WPUDA, signed NW River Partner letter to Gov Ferguson reiterating concerns
 - Washington joins suit as “plaintiff aligned amicus” meaning that the state is not party to the lawsuit but may file briefs that support the plaintiffs' arguments.
- ❖ Federal government shutdown continues in its 4th week
 - Federal employee furloughs and layoffs in effect; service impacts will continue to increase
- ❖ U.S. Supreme Court declines to hear challenge of Climate Commitment Act by Invenergy over the state’s requirement of carbon allowance purchases for the company’s natural gas-fired Grays Harbor Energy Center
 - The suit claimed discrimination over the issuance of no-cost allowances to WA public electric utilities while requiring allowance purchases by the independent power producer
- ❖ DOE announces \$625 million investment in coal plants by:
 - recommissioning and retrofitting existing coal plants and improving wastewater mgt systems
 - supporting rural energy projects, and enabling dual-firing and co-firing systems to extend plant lifespans.

8.2 Local/Regional



- ❖ Grant PUD and The Energy Authority enter long-term “strategic partnership” for energy markets and trading services
- ❖ Chelan PUD announces its formal participation with the SPP Markets+ day ahead market
- ❖ Feds terminate billions in funding for Pacific Northwest energy and transmission projects
 - \$1 billion for PNW Hydrogen Hub
 - \$46.6 million grant to Nippon Dynawave for novel filtration system to reduce GHG emissions from the removal of water during pulp production

8.4 Other



- ❖ Energy NW names its proposed small modular reactor project in partnership with Amazon: Cascade Advanced Energy Facility
 - Puget Sound Energy and 17 public utilities have committed ~\$11 million to advance early stages of project
- ❖ District staff is developing strategy for use of Clean Fuels Standard Program revenue derived from issued credits
- ❖ District applied for \$100,000 clean energy siting and permitting grant from WA Commerce to study solar project feasibility at Tennant Way Landfill
- ❖ Assisting with updating behind-the-meter Interconnection Policy standards for engineering
 - Net-metering and community solar billing/crediting sections moving to customer service policy