Amended and Restated North Mountain Substation Operation and Maintenance Agreement Between

The City of Seattle, City Light Department

And the

Public Utility District No. 1 Snohomish County

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This AMENDED AND RESTATED NORTH MOUNTAIN SUBSTATION OPERATION AND MAINTENANCE AGREEMENT (O&M Agreement) is entered into by THE CITY OF SEATTLE, CITY LIGHT DEPARTMENT ("City" or "Seattle"), and PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, WASHINGTON ("District"), municipal corporations of the State of Washington, hereinafter individually referred to as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the District and Seattle, entered into an operation and maintenance agreement effective August 1, 1991(1991 Agreement) for the North Mountain substation (Substation); and

WHEREAS, the District purchased the land for the Substation and conveyed the property title and rights acquired specifically for the substation to Seattle prior to the commercial operation of the Substation; and

WHEREAS, the District and Seattle have continuously operated and maintained the Substation under the 1991 Agreement: and

WHEREAS, the 1991 Agreement expires on July 31, 2022 and the Parties wish to continue sharing in the operation and maintenance of the Substation as detailed in this O&M Agreement; and

WHEREAS, the Parties desire to provide herein for equitable payment for the maintenance of such equipment; and

WHEREAS, the Energy Policy Act of 2005 authorized the Federal Energy Regulatory Commission, to approve Reliability Standards with which users, owners and operators of the Bulk Power System are required to comply; and

WHEREAS, Seattle is the Registered Entity with compliance responsibility for the Reliability Standards applicable to Seattle-owned equipment described herein; and

WHEREAS, The District is the Registered Entity with compliance responsibility for the Reliability Standards applicable to the District-owned equipment described herein; and

WHEREAS, the District has contracted with the Bonneville Power Administration (BPA) to purchase electrical energy for delivery to District customers that cannot be served by the resources of the District; and

WHEREAS Seattle will transfer power from BPA's Snohomish Substation to the North Mountain Substation under terms and conditions of the Power Transfer Agreement or a successor agreement, and the Telecommunications Agreement will provide for the operation and maintenance of the communication systems for the Substation; which together with this Agreement, are "the Agreements" necessary for Seattle to transfer power to the District's Darrington area customers; and WHEREAS, Seattle has no current or future identified need for the Substation for the operation of its own electrical system in the absence of the District's request to interconnect with Seattle for increased District service reliability to the District's Darrington area customers, and it is the intention of the Parties that Seattle operate the Substation for the primary purpose of facilitating delivery the District's power to the District, within the constraints of Seattle and BPA's system.

NOW, THEREFORE, the Parties agree as follows

1. Terms of Agreement

- 1.1. This Agreement shall take effect at 0000 hours on August 1st, 2022, and shall expire at 2400 hours on July 31st, 2042, unless terminated by agreement of the Parties.
- 1.2. This Agreement may be extended, amended, or terminated upon mutual agreement of the Parties
- 1.3. In the event that the Agreement is terminated, all liabilities incurred hereunder are hereby preserved until satisfied.

On its effective date, this Agreement terminates and replaces in its entirety, the prior 1991 Agreement. All Obligations incurred under the prior agreement shall be preserved until fully satisfied.

2. **Definitions**

When used in this Agreement, the following terms have the meaning shown below:

- 2.1. "Business Day" means any day that is normally observed by the Federal Government as a workday.
- 2.2. "FERC" is the Federal Energy Regulatory Commission
- 2.3. "NERC" is the North American Electric Reliability Corporation.
- 2.4. "Reliability Standard" means a requirement, approved by the United States Federal Energy Regulatory Commission under Section 215 of the Federal Power Act, or approved or recognized by an applicable governmental authority in other jurisdictions, to provide for reliable operation of the bulk power system. The term includes requirements for the operation of existing bulk-power system

facilities, including cybersecurity protection, and the design of planned additions or modifications to such facilities to the extent necessary to provide for reliable operation of the bulk-power system, but the term does not include any requirement to enlarge such facilities or to construct new transmission capacity or generation capacity.

2.5. "Actual Costs" include the Operation & Maintenance as well as Capital costs which are typically comprised of direct labor and benefits, parts, materials, equipment, services, administrative and general costs, taxes, payments in lieu of taxes, licenses fees, and permits. Capital costs financed by Seattle will accrue interest at Seattle's average annual borrowing rate. Seattle accounts for all of its transactions in accordance with Generally Accepted Accounting Principles (GAAP).

3. Ownership of Facilities and Equipment

- 3.1. The District has conveyed the Substation site to Seattle by statutory warranty deed in fee simple, together with additional real property rights specifically acquired by the District for this project. A copy of said statutory warranty deed, which was filed (AF#9105240041) with the Snohomish County Auditor on May 24, 1991, is contained in Exhibit A, which together with other designated exhibits herein, is attached to and by this reference made a part of this Agreement. The District hereby conveys, transfers and assigns to Seattle all approvals, permits, and licenses obtained by it from any governmental Subdivision, for construction, use, maintenance, and operation of the Substation.
- 3.2. Seattle has conveyed an easement to the District to erect, operate, maintain, repair, rebuild and patrol two 12.5 kV electric distribution lines and related facilities over and across a portion of Seattle's Skagit Transmission Line Right-of-Way which Seattle owns, and Seattle has consented to said use by the District over Seattle's Skagit Transmission Line Right-of-Way over which Seattle holds easement rights only. The Easement and Consent Agreement was recorded and filed with the Auditor of Snohomish County on May 24, 1991, and a copy is contained in Exhibit B, however, paragraph 16 of the Easement and Consent Agreement is superseded by the provisions of the Agreements.
- 3.3. Insofar as Seattle has the necessary rights, an easement from Seattle to the District shall be conveyed for the right, privilege, and authority to operate and maintain, repair, and replace the existing 12.5 kV equipment outlined in Exhibit D for a portion of the Substation described in the said Easement necessary for service to District's Darrington area customers. A copy of the Substation

easement is contained in Exhibit B. Said Easement further grants the District rights of vehicular ingress and egress over lands adjacent to the Substation specifically described in the Easement. Seattle further reserves the right to the exclusive use of the storage room. Should the District's operation and maintenance cause disruption to or physical modification of Seattle's owned facilities and equipment, the District shall be responsible for restoration of the same.

- 3.4. Title to and ownership of the plant and equipment installed in the Substation, and specified in Exhibit C, shall be and remain with Seattle.
- 3.5. The property, plant and equipment, and rights hereto, listed in Exhibits A and C are part of Seattle's electric system.
- 3.6. Title to and ownership of equipment specified in Exhibit D is and will remain with the District.
- 3.7. Title to and ownership of any equipment located on the property that is not listed in either Exhibits A, C or D is hereby conveyed to Seattle.
 - 3.7.1. If a dispute arises over the ownership of an item(s) not listed in Exhibits C or D, the District will notify Seattle and state the reason why they believe they own the item(s) in question and the Parties will make a good faith effort to resolve the ownership of the disputed item.
- 3.8. The point of physical integration of the District's 12.5 kV distribution service to Seattle is at the point of connection to the 230 kV transformer bushings. The bushings and the transformer are owned by the District as set forth in Exhibit D. This point shall continue to separate ownership of electric plant between Seattle and the District as shown in Exhibit E. All common facilities used by the Parties are owned by Seattle, unless otherwise provided herein.
- 3.9. Renewals, replacements, modifications or additions to the Substation and equipment including the common facilities that are reasonably necessary to facilitate the transfer of power in a manner compatible with Seattle's operation, maintenance, power transfer, and communications service will be done by and become property of Seattle and be paid for by the District according to the provisions of Section 4.3 or 7.3. Future renewals and replacements to the transformers and 12.5 kV distribution equipment at the Substation necessary to facilitate the District's transformation and distribution of power in a manner compatible with the District's system operations and Seattle's

Interconnection Requirements will be done by and become property of the District and be paid for by the District.

- 3.10. Exhibits C, D, and E shall be reviewed by the Representatives of the Parties on an as needed basis. Revisions to the aforementioned exhibits will be agreed to by both Parties through written or digital agreement.
- 3.11. The Parties shall identify the major station components and equipment specified in Exhibits C and D, tools stored on site, and future modifications, by permanently affixing thereto suitable tags, stencils, stamps, or other markers plainly stating who owns the property, but failure to do so shall not affect title and ownership of such equipment.
- 3.12. This Agreement shall not convey title or ownership of any kind to the facilities or transmission system of Seattle to the District, nor will it confer on the District any right to use any part of Seattle's transmission system. The District shall not use rights obtained under this Agreement to provide transmission or any other services for any other person, municipality, association, or other entity.

4. Responsibility for Operations and Maintenance

- 4.1. Seattle will operate and maintain the property and equipment of Seattle, which are designated and described in Exhibits A and C, in the same manner in which Seattle maintains similar facilities of its own and in accordance with good utility practices. BPA will own, operate and maintain the billing meters. Seattle shall operate and maintain Seattle facilities in accordance with NERC Reliability Standards and in a neat and orderly manner so as not to be hazardous to life or property. Seattle generated debris shall be removed or otherwise disposed of to reduce threat of fire and a degradation of the environment.
- 4.2. Unless otherwise provided for herein, the District will operate and maintain its facilities and equipment, which are designated and described in Exhibit D, in the same manner in which it operates and maintains similar facilities and equipment it owns and in accordance with good utility practices. The District shall operate, maintain, and keep District facilities in accordance with NERC Reliability Standards and in a neat and orderly manner so as not to be hazardous to life or property. District generated debris shall be promptly removed or otherwise disposed of to reduce threat of fire and a degradation of the environment.
- 4.3. Seattle shall develop and submit to the District a comprehensive plan for routine operation and maintenance activities to be performed upon Seattle's equipment and North Mountain Substation ("O&M Plan"). Seattle shall limit the O&M Plan to include all

activities that are routinely performed at similar facilities that are maintained and operated by Seattle. These activities include and are not limited to inspection, major and minor maintenance, testing, work to maintain access, and vegetation management.

- 4.3.1. The O&M Plan shall include a monthly cost estimate for each O&M Plan year.
- 4.3.2. The O&M Plan shall be updated annually for the following year on or before May 1st of each year and shared with the District as a draft. The District will have thirty (30) days to request a meeting or review time extension to discuss the O&M Plan.
 - 4.3.2.1. Seattle will endeavor to include known periodic work and projects in the O&M Plan.
- 4.3.3. At the sole discretion of Seattle, the timing and type of activities performed by Seattle may differ from the O&M Plan.
- 4.3.4. Seattle shall endeavor to provide thirty (30) days written notice to the District for periodic operations and maintenance activities not included in the O&M Plan that will result in exceeding the monthly estimated O&M Plan cost by 100% or more. The District may request a meeting with Seattle to discuss the periodic activity. In any such meeting, Seattle shall explain the periodic activity not included in the O&M Plan and that exceeds the O&M Plan monthly estimated cost by 100% or greater amount.
- 4.3.5. If Seattle, in its sole judgement, determines that an emergency condition exists that requires any operation and maintenance activity necessary to preserve system reliability or promptly restore the operation of the North Mountain Substation, it may commend work immediately and retroactively provide notice to the District as soon as practicable thereafter. The District may request a meeting with Seattle to discuss any emergency activities within thirty (30) days of receiving notice of such.
- 4.4. Seattle will operate and maintain both the indoor and outdoor common facilities to be used by both Parties in the same manner in which it operates and maintains its own; and the District shall have access to these facilities, except the Storage Room pursuant to Subsection 3.3.
- 4.5. The District shall supply Seattle with station service power for the operation and maintenance of all North Mountain Substation property and equipment required by Seattle. The District owns all the station service transformers listed in Exhibit D, but Seattle owns the automatic transfer switch for Seattle's station service.

- 4.6. The maintenance of all the batteries used for the North Mountain Substation will be the responsibility of Seattle, but Seattle is not a guarantor of the battery system.
- 4.7. The District shall provide voice telephone service over a common carrier from the work room that will be available to all employees using the station for station communications and for Substation business. This telephone is separate from the District OPX provided under the Telecommunications Agreement. Seattle will provide a Seattle-owned PAX telephone line in the control room for communications with Seattle dispatcher and for other Substation business, which is the same phone referenced in the Telecommunications Agreement.
- 4.8. Seattle and the District shall provide and maintain adequate protective equipment sufficient to prevent damage to their own systems, including but not limited to, system disturbances or other anomalies. Adequacy shall be determined based upon good utility practice, but neither Party shall be deemed a guarantor of the effectiveness of the protective equipment.
- 4.9. The Parties shall cooperate and coordinate with each other regarding the installation, operation and maintenance and future renewals, replacements, retirements, additions or modifications to or from the equipment they own in the Substation, including furnishing any plans, drawings, specifications, documentation, and information relating to its requirements or property plant and equipment as may reasonably be requested by the other Party.
- 4.10. A drawing of the Plot Plan (D30450) and Control House (D-30531) for the Substation and one-line drawings of the District's 12.5 kV system S-8802, and Seattle's 230 kV system D-30485, are contained in Exhibit E. Drawings of the Conduit and Cable Trench Plan (D-30515, D-30516, D-30517) and the Oil Containment Plan (D-58807) are also contained in Exhibit E. Whenever there is a revision by either the District or Seattle, to any of the property, plant or equipment referenced by these drawings, the Party making the change will provide the other an updated drawing to reflect the change.
- 4.11. Whenever the District or Seattle makes a change to their own system that can affect the operation of the other's system under normal or emergency conditions, revised drawings of the change will be provided to the other Party.

5. Security and Access Control

- 5.1. Security and Access control of facilities will be governed by Exhibit G North Mountain Security and Access Control Letter of Agreement
 - 5.1.1. Exhibit G will be periodically reviewed by the Parties and amended by mutual

agreement.

6. **Operations**

- 6.1. Operations will be governed by Exhibit H North Mountain Operational Coordination Letter of Agreement
 - 6.1.1. Exhibit H will be periodically reviewed by the Parties and amended by mutual agreement.

7. Expenses and Payment

- 7.1. Beginning on the first day of July, 2022, the District will pay to Seattle monthly, the amounts and charges set forth below. If any new regulatory fees or taxes payable by the City are imposed by any federal, state, or local government upon services, revenues, or income of Seattle by reason of the services provided hereunder, the District shall pay, in addition to the charges herein specified, an amount sufficient to cover any such incremental taxes or regulatory fees payable by Seattle.
- 7.2. In consideration of the equipment and services to be provided by Seattle in operating and maintaining the Substation, and in accordance with Subsection 7.1 of this Agreement, the District shall pay to Seattle monthly the following amounts and charges. The District shall reimburse Seattle for the Actual Cost of operating and maintaining the Substation by paying the Reimbursable Operation and Maintenance Expense. The Reimbursable Operation and Maintenance Expenses shall be calculated as described below.
 - 7.2.1. Actual Cost of Operating and Maintenance Expenses shall be accounted for by Seattle in accordance with Generally Accepted Accounting Principles (GAAP).
- 7.3. Replacement, additions and modifications by Seattle for the North Mountain Cityowned facilities or equipment, which are capitalized by Seattle in accordance with Generally Accepted Accounting Principles, shall be considered separately from Reimbursable Operation and Maintenance Expense as described in Subsection 7.2. Equipment or facilities requiring installation due to safety, security, or regulations, replacement due to defect, obsolescence, damage, or wear or changes which are necessary for the cost-effective operation and maintenance of the North Mountain system, including the Substation and the interconnecting line, shall be billed to the District on an Actual Cost.

- 7.3.1.Expenses for work related to an periodic activity performed pursuant to Section 4.3.4 shall be tracked through a work order or other accounting means such that the actual expenses can be accurately recorded and shall be billed separately from the expenses of routine activities contained in the O&M Plan. The District shall reimburse Seattle for Actual Cost for an periodic activity, except that the total amount of reimbursement by the District shall be limited to 125 percent of the estimate for the periodic activity, unless the Parties have agreed in writing to a revision of the estimate.
- 7.3.2.Except in the event of an emergency requiring immediate action, Seattle shall give to the District at least thirty (30) days' notice prior to the date it takes action pursuant to Subsections 7.3 to renew, replace, add or modify Seattle-owned facilities or equipment at the Substation having an expected cost in excess of \$100,000.
- 7.4. Billing and payment will occur monthly in accordance with the following:
 - 7.4.1.The accounting period for billing under this Agreement shall be the first day of the calendar month to the last day of the calendar month unless otherwise agreed in writing between the Parties' Representative. By the twenty fifth day of the first month of the next calendar quarter, Seattle will prepare and submit to the District an invoice.
 - 7.4.2.The District shall pay Seattle the amount due under any invoice no later than thirty days after the date of the invoice. Seattle shall transmit via email or other acceptable means the invoice no later than 5 days after the date on the invoice.
 - 7.4.3.A late charge of 1 percent per month shall be added to the invoiced amount that is not paid within the time limits set forth in Subsection 7.4.2.
 - 7.4.4.In the event any invoice, or part thereof, is disputed, payment of the invoice as rendered shall be made when due, with subsequent invoice being adjusted for any amount found to be in error. Interest at the rate of 1% per month shall be included in the final monetary settlement of any adjustment due to either Party. Such interest shall run from the date of receipt of the original payment to the date of settlement of any adjustment.

7.4.5.Seattle may combine invoices for this Agreement with other bilateral District-City Agreements into one monthly billing, but the itemized cost of each Agreement will be identified separately.

8. Insurance

8.1. The District shall maintain at its expense through the term of this Agreement, a policy or policies of comprehensive fire and casualty insurance in an amount sufficient to replace North Mountain substation, including all equipment and interconnections with the Gorge to Snohomish Transmission System. The 2022 minimum amount shall be \$5million. Self-insurance coverage by the District is a satisfactory alternative to Seattle. Any such policy or policies shall name the City of Seattle as an additional insured. If any fire or casualty loss at such facilities exceeds the amount of such insurance and coverage, the District shall pay to Seattle the amount of difference between the insured or covered amount and the actual loss in order to compensate Seattle for its full reconstruction expense, unless the District elects to terminate the Agreement, pursuant to Subsection 15.2.

9. <u>Release</u>

9.1. Each Party releases the other from liability for loss or damage to it which shall include, but not be limited to, consequential damages and the loss of use or profit, which arises out of or in connection with the negligence of a Party, or negligence any officer, agent, or employee of a Party, under this Agreement.

10. Indemnification Regarding North Substation

- 10.1. To the maximum extent allowed by law, including R.C.W. 25.32A.090, each Party shall defend, indemnify and hold harmless the other Party, its successors and assigns, and the respective directors, officers, employees and agents of the other Party and its successors and assigns (collectively referred to as the "Indemnitees") from any and all claims, losses, costs, liabilities, damages and expenses (including but not limited to, reasonable attorneys' fees) caused by the negligence of the other Party or anyone acting on the other Party's behalf
- 10.2. A Party shall not be liable to the other Party's customers for any interruption to the service or property damage caused by the provision of service, and each Party hereby indemnifies, protects and saves harmless the other Party against any and all such claims or demands, suit or judgment for loss, liability, damages and expenses.
- 10.3. Indemnity, protection and hold harmless shall include any demand, claim, suit or judgment for damages to property or injury to or death of persons, including officers, agents, and

employees of either party hereto including payment made under or in connection with the Workers' Compensation Law or under any plan for employees' disability and death benefits.

10.4. It is further specifically and expressly understood that, solely to the extent required to enforce the indemnification provided herein, the District and Seattle waive their immunity under RCW Title 51 as provided in RCW 4.24.115; provided, however, the foregoing waiver shall not in any way preclude either Party from raising such immunity as a defense against any claim brought against a Party by any of its employees. This waiver has been mutually negotiated by the Parties.

11. Force Majeure

- 11.1. "Force Majeure" means an event or circumstance that prevents a Party from performing its obligations under this Agreement, which event or circumstance:
 - 11.1.1. Is not within the control of or the result of the fault or negligence of the Party claiming its occurrence, and
 - 11.1.2. Which by the exercise of due diligence and foresight could not reasonably have been avoided, including acts of God; sudden action of the elements such as floods, earthquakes, hurricanes, or tornados, lightening, fire, ice storms, smoke or other particulates from volcanoes; sabotage; vandalism beyond that which could reasonably be prevented; terrorism; war; riots; explosion; blockades; insurrection; strikes by third parties, breakdowns of, or damage to facilities, court order, acts of government authority, electrical disturbances of any kind, and acts of omissions or third parties;
 - 11.1.2.1. Inability, or excess cost to procure any equipment necessary to perform the obligation of this Agreement.
 - 11.1.2.2. Acts or omissions of a third party unless such acts or omissions are themselves excused by reason of Force Majeure.
 - 11.1.2.3. Mechanical or equipment breakdown or inability to operate, attributable to circumstances occurring within design criteria and normal operating tolerances of similar equipment unless such breakdown or condition was itself caused by an event of Force Majeure; or
 - 11.1.2.4. Changes in market conditions.
- 11.2. Applicability of Force Majeure

- 11.2.1. Neither Party shall be responsible or liable for any delay or failure in its performance under this Agreement, nor shall any delay, failure, or other occurrence or event become an event of default, to the extent such delay, failure, occurrence or event is substantially caused by conditions or events of Force Majeure, provided that;
 - 11.2.1.1. The non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the Force Majeure.
 - 11.2.1.2. The suspension of performance is of no greater scope and no longer duration than is required by the Force Majeure.
 - 11.2.1.3. The non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing actions taken to end the Force Majeure; and
 - 11.2.1.4. When the non-performing Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.
- 11.2.2. Except as otherwise expressly provided for in this Agreement, the existence of a condition or event of Force Majeure shall not relieve the Parties of their obligations under this Agreement (including, but not limited to, payment obligations) to the extent that performance of such obligations is not precluded by the conditions or event of Force Majeure.

12. Dispute Resolution

- 12.1. The Parties recognize that cooperation and communication are essential to resolving issues quickly and efficiently. If any dispute arises in regard to the terms or conditions of this Agreement, then the parties shall meet and engage in good faith discussions with the objective of settling the dispute within thirty (30) days after either party requests such a meeting.
- 12.2. If the dispute remains unresolved at the end of thirty (30) days, the matter shall be referred to designated senior managers from each Party, who shall meet and engage in good faith discussions with the objective of settling the dispute.
- 12.3. If the parties cannot resolve the dispute within ninety (90) days from commencing dispute resolution, the parties shall refer the dispute to mediation using a mediator

mutually agreeable to the parties. If these representatives cannot resolve the dispute within fourteen (14) calendar days after referral of the dispute to mediation, either party may seek resolution of the dispute through litigation or other judicial proceedings in Superior Court of King County.

13. Continuity of Service

13.1. Except for the District's obligation to pay the charges described in this Agreement, neither Party hereto shall be liable to the other, or any other person or entity for, or be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by a Force Majeure or by any action taken by either Party which is, in its sole judgement, necessary or prudent to protect the performance, reliability, or stability of its electric system, or any electric system with which it is interconnected, whether such actions occur automatically or manually, which action shall not be deemed to be "willful misconduct" for purposes of this Agreement.

14. Assignment

14.1. This Agreement shall not be assigned by either Party without the prior written approval of the other.

15. Review and Termination

- 15.1. The District may terminate this Agreement at any time upon twelve (12) months prior written notice to Seattle, and provided that similar notices of termination are provided by it with respect to the Power Transfer and Telecommunications Agreements.
- 15.2. The District may terminate this Agreement upon prompt written notice to Seattle in the event of catastrophic loss or damage to the Substation which precludes transfer of power to the District. In such case, if loss or damage to City-owned equipment or property at the Substation has occurred, a) the District shall reimburse Seattle for all costs, including environmental expenditures, reasonably incurred by it to clean up the affected substation area, and b) the District shall pay to Seattle an amount equal to the cost reasonably estimated by Seattle to restore the direct Gorge to Snohomish 230kV transmission line.
- 15.3. Seattle may terminate this Agreement at any time upon (120) days prior written notice to the District in the event of nonpayment of charges. If payment of such charges is made by the District within the 120-day notice period, this agreement shall not be terminated.

- 15.4. Seattle may terminate this Agreement at any time upon twelve (12) months prior written notice to the District, for the District's failure to comply with the provisions of Subsection 2.9, or the District's failure to otherwise comply with any material provision of this Agreement, unless the District rectifies the violation to the satisfaction of Seattle.
- 15.5. If upon termination, either Party is required to commence an action to recover or to enforce obligations incurred prior to such termination, the prevailing Party shall be entitled to reasonable attorneys' fees and costs, plus interest on the unpaid amount.
- 15.6. The Parties agree that on or before February 1, 2040, they will begin to discuss appropriate terms and conditions which could be incorporated into a new or extended Agreement in view of all applicable factors including existing and prospective Darrington area load and use of Seattle's Gorge to Snohomish transmission system.
- 15.7. Six months prior to the expiration of this Agreement, and following the procedures agreed to by the Parties, Seattle will offer to extend this Agreement provided hereunder for a term and on conditions then deemed to be just and reasonable by both Parties
- 15.8. The provisions of this Article shall not limit any remedy at law or equity otherwise available to either Party.

16. Removal of Facilities and Payment Therefor

- 16.1. The District will remove its equipment in the Substation within 180 days when deliveries of electric energy from Seattle are terminated pursuant to Section 15 or upon agreement by the Parties hereto that such facilities and equipment are no longer required. Such removal shall include the repair of any damage to Seattle's facilities resulting from the removal of the District facilities or equipment.
- 16.2. The District shall reimburse Seattle for all costs, including environmental expenditures, reasonably incurred by it to clean up the affected substation area after equipment removal.

17. Representatives of the Parties and Notices

- 17.1. Representatives of the Parties will be contained in Exhibit I Notices.
 - 17.1.1. Either Party can revise their respective Exhibit I Representative contact information without mutual consent. Exhibit I revisions shall be communicated as soon as practicable to the other party.

18. <u>No Waiver</u>

18.1. The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.

19. Status of Parties

- 19.1. Each Party to this Agreement will perform services as an independent contractor with respect to the other. Any work or service performed by either Party is deemed performed for that Party, and no person employed by one Party shall be deemed an employee of the other.
- 19.2. Work will be performed by each Party in accordance with its own methods.
- 19.3. Each Party will perform work in accordance with this Agreement, applicable laws, and regulations.

20. Whole Agreement

20.1. The terms, covenants and conditions of this Agreement, together with any exhibits or other such documents incorporated therein, or written amendments constitute the entire agreement between the Parties, and no understandings or obligations not therein expressly set forth will be binding upon them.

21. Amendment

21.1. This Agreement may be amended at any time upon mutual written or digital agreement of the Parties.

22. Severability

22.1. If any part of this Agreement shall prove to be unenforceable, such unenforceability shall not extend beyond the part affected. The unaffected part of the Agreement will continue in full force and effect and will be binding upon the Parties hereto.

23. Legal Relations

- 23.1. The Parties will perform and comply with all applicable laws or other governmental regulations.
- 23.2. The Agreement will be construed and interpreted in accordance with the laws of the State of Washington and the Venue of any action brought hereunder will be the Superior Court of King County.

Att 1 - North Mountain Substation Operations and Maintenance Agreement $\mathsf{V1}$

24. Signatures

ACCEPTING FOR THE CITY OF SEATTLE, CITY LIGHT DEPARTMENT

Debra Smith

General Manager/CE0

Date:_____

ACCEPTING FOR THE PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, WASHINGTON

John Haarlow

Chief Executive Officer, General Manager

Date:_____

Exhibit A North Mountain Statutory Warranty Deed

1. The Statutory Warranty Deed as recorded in Snohomish County under recording number 9105240014.

Exhibit B North Mountain Easements

1. The Easements as recorded in Snohomish County under recording number 9105240015 and 9111140043.

Exhibit C North Mountain Seattle Owned Equipment

1. Seattle Owned Equipment

- a. All 230kV equipment including:
 - i. 230kV Bus, support structures and all the appurtenances.
 - ii. Three 230kV Power Circuit Breakers
 - iii. Six 230kV Voltage Transformers
 - iv. Eight 230kV G.O. Disconnect Switches
- b. Control Building, 230kV Switchboards, Communication Equipment, AC and DC systems, the Seattle owned RTU, 2 revenue meters, and the remaining content of the Control Building except: 12.5kV switchboard, District owned RTU, District owned communication equipment, and District's spare fuses and other appurtenances.
- c. Real Property of the fenced switchyard including Yard Lighting, 230kV Cable Trench, Water Well, Sanitary Sewage System, Grounding Grid System, Parking area, Landscaped Area, Storm Water Drainage System, and Access Driveways.
- d. 230kVTurning Towers
- e. Seattle Owned Equipment is further identified by drawings and technical notes contained in Exhibit E North Mountain Diagrams and Drawings

Exhibit D North Mountain District Owned Equipment

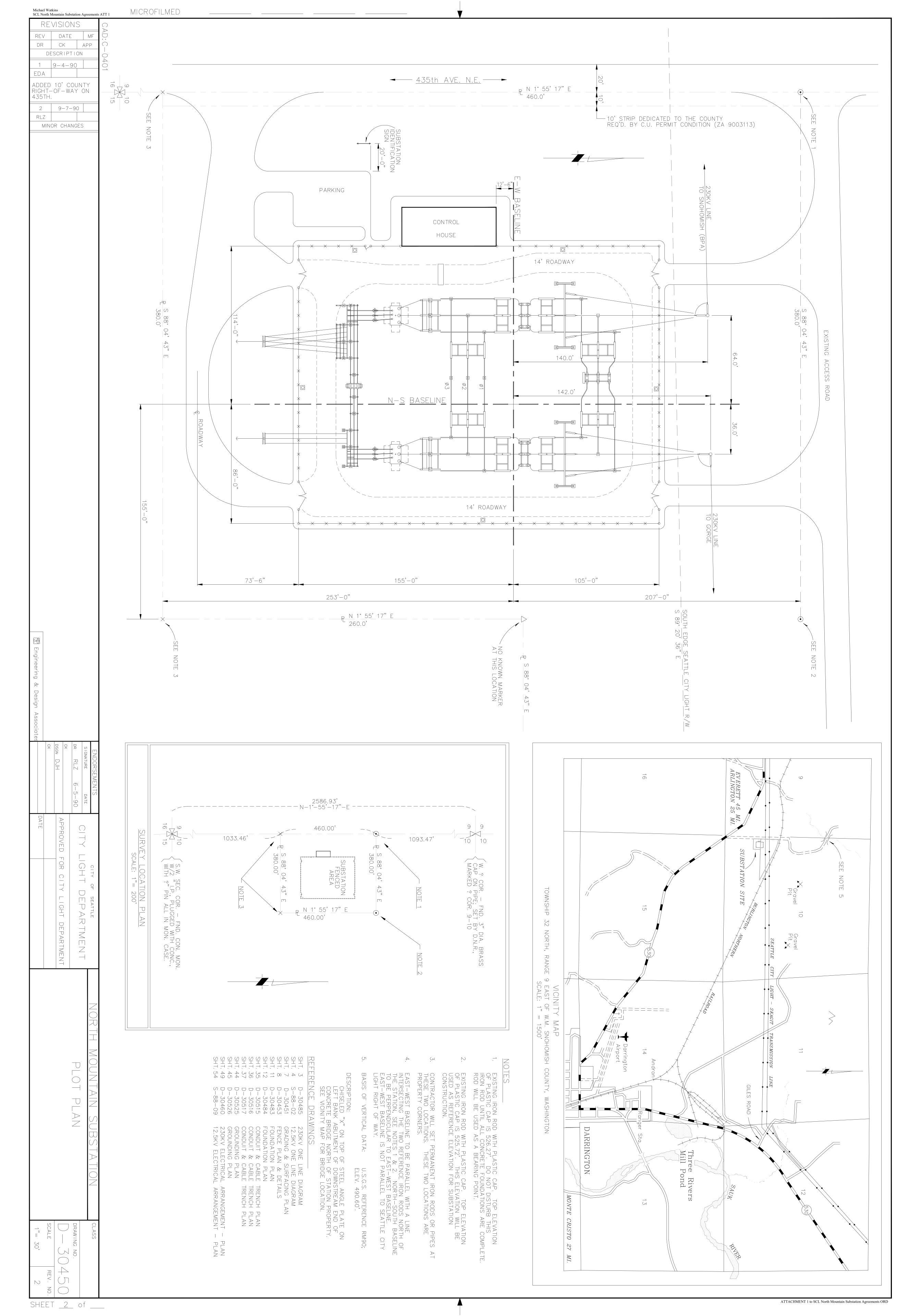
1. District Owned Equipment

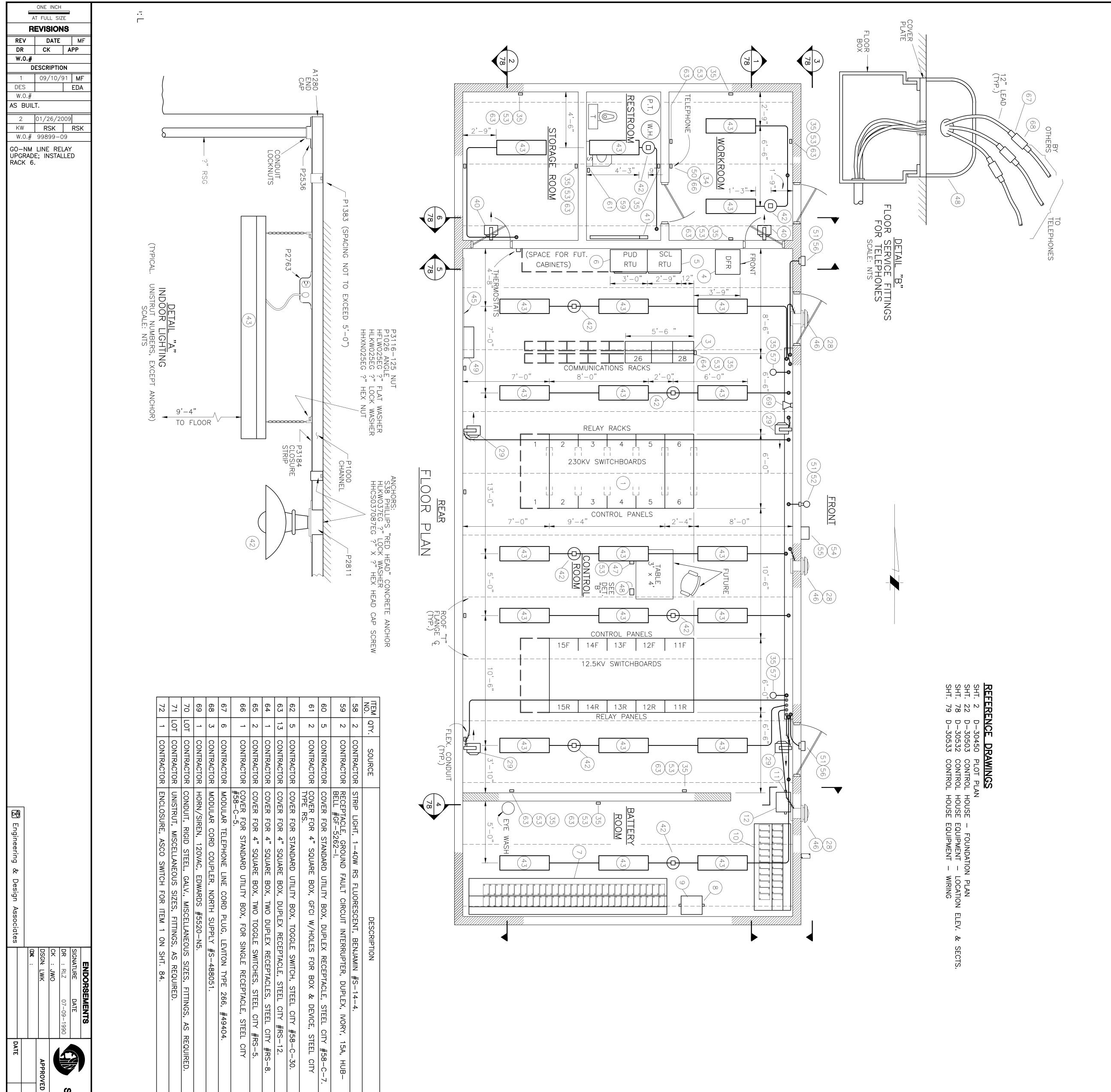
- a. Two 230/12.5kV Power Transformers (T1, T2)
- b. Three 12.5kV Feeder Circuit Breakers (B2)
- c. Three 12.5kV Load Break Disconnect Switches, one horizontal, two vertical. (S4, S5)
- d. Twenty-seven Single Pole 12.5kV H.O. Disconnect Switches (S6)
- e. Three 7.2kV Current Transformers
- f. Six 12.5kV Current Transformers
- g. Two 12.5kV Potential Transformers (PT2) and fuses (F3).
- h. 12.5kV Bus, Insulators, Support Structures and all the Appurtenances
- i. Two sets Station Service Transformers Consisting of two 50KVA Transformers, two 25KVA Transformers, and fuses. (ST1, ST2, F1, F2)
- j. Six 8.4kV MCOV, Lightning Arrestors (SA2)
- k. Six 140kV MCOV, Surge Arrestors (SA3)
- I. 12.5kV Switchboard Line up including all the relays, meters, control switches and other devices on the switchboard. All control cable and conduits connecting the switchboard to the District's 12.5kV facilities.
- m. Districts Remote Terminal Unit
- n. Transformer Oil Containment System
- o. Three 12.5kV Distribution Feeders and all Appurtenances
- p. District Owned Equipment is further identified by drawings and technical notes contained in Exhibit E North Mountain Diagrams and Drawings

Exhibit E

North Mountain North Mountain Diagrams and Drawings

- 1. List of Diagrams and Drawings
- 2. Plot Plan D-30450
- 3. Control House Equipment Plan D-30531
- 4. 230kV Electrical Arrangement Plan D-30460
- 5. 230kV One Line Diagram D-30485
- 6. 12.5kV One Line Diagram D-30459
- 7. Conduit and Cable Trench Plan D-30515
- 8. Conduit and Cable Trench Plan D-30516
- 9. Conduit and Cable Trench Plan D-30517
- 10. Oil Containment Plan D-30514
- 11. PUD: S-88-T1
- 12. PUD: S-88-1C
- 13. PUD: S-88-2
- 14. PUD: S-88-7





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& SECTS.

LOCATION PLAN	CONTROL HOUSE EQUIPMENT	NORTH MOUNTAIN SUBSTATION	PHYSICAL PLANT	
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APPROVED FOR SEATTLE CITY LIGHT

Seattle City Light

 ENDORSEMENTS

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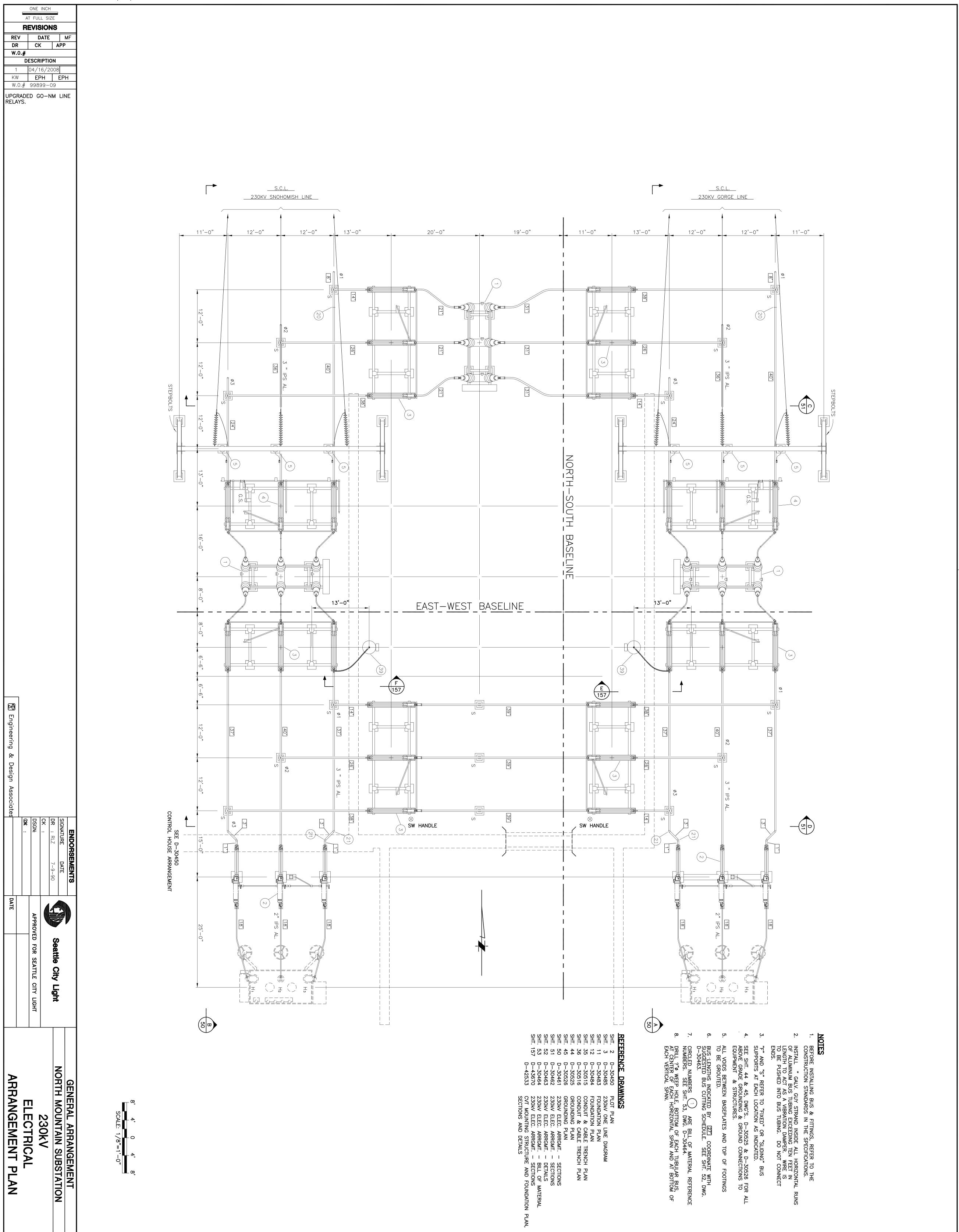
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m ·	CONTRACTOR	2	57	
FIXTURE, INCANDESCENT, OUTDOOR, WALL MOUNT, HO	CONTRACTOR	N -	56 U	
T, $W/200$ AMP D.E. FUSES, G.E. #	סו כ	<u>ـ</u> ـ	л (л -	
DUPLEX, 125VAC, 3W, 15A, N	CONTRACTOR	1 22	л 54	
(TURE, INCANDESCENT TYPE, OUTDOOR WALL (J.B.) 1 & GUARD, APPLETON TYPE V-51, #JBW10G.	CONTRACTOR		52	
4" ROUND × 1?" DEEP, FOR	CONTRACTOR	Ы	5 1	
LEPHONE JACK, 4W, LEVITON TYPE 625B, #40201-1.	$\Box O \Box$	<u> </u>	50	
N EQUIP., AS SHOWN ON S.C.L. DWG.	RACT		49	
HUBBELL		<u>ـ</u> د	40	
4" × 14", FIOOR TYPE 15 AMP 195 VOLT BACK	CONTRACTOR	- 3	46 47	-7.
COMMUNICATIONS DIST. FRAME 4' × 8' × 1" PLYWOOD, DWG. #D-3	CONTRACTOR	<u> </u>	45	
			44	
LIGHT, 100W, INCANDESCENT, BENJAMIN #5421, W/	CONTRACTOR	8	42 43	
BASEBOARD HEATER, 1 KW, 120VAC, 1 PHASE, CHROMALOX #BB-C W/THERMOSTAT SECTION #BB-C-K-7.	CONTRACTOR		41	
UNIT HEATER, HORIZONTAL, 2.2 KW, 208VAC, 1 PHASE, CHROMALO	CONTRACTOR	2	40	
THERMOSTAT, LINE VOLTAGE, FOR COOLING, 80-110°F, MERCOID TY RANGE 65.	CONTRACTOR		39	
LINE VOLTAGE, FOR HEATING, 56-	CONTRACTOR		38	
NDEM, APPLETON #FS-2	CONTRACTOR	<u> </u>	37	
CONTROL STATION, 3-WAY MOMENTARY CO	CONTRACTOR	N	36	
UTILITY BOX, 1 GANG, ?", STEEL CITY #58371-?. OUTLET BOX, 4" SQUARE, ?", STEEL CITY #52171-?.	CONTRACTOR CONTRACTOR	11 21	34 35	
E SWITCH, 1 POLE, 20 AMP, HUBBELL #1221.	CONTRACTOR	2	33	
POLE, 20 AMP, AC/DC, H	CONTRACTOR	υν	ں د 32	
NETIC SWITCH, EDWARDS #62	\mathbf{D}	νc	30	
HORIZONTAL, 4 KW, 208VAC, 3 PHASE, ONTACTOR; W/WALL MTG. BRACKET #WUH	CONTRACTOR	4	29	
ST FAN, 470 CFM, GRAINGEF	CONTRACTOR	3	28	
FAN CONTROL CABINET, AS SHOWN ON S.C.L. DWG. ALARM RELAY CABINET, AS SHOWN ON S.C.L. DWG.	CONTRACTOR	<u> </u>	26	
RELAY CABINET, AS SHOWN ON S.C.L. DWG.	CONTRACTOR	_ _ _	25	
53 W/NK - 100 NEUTRAL	CONTRACTOR	- r		
-364 W/NK-200 NEUTRAL.	CONTRACTOR	s r	2 C	
-364, W/XNK2 NEUTRAL. Y SWITCH 3P 600 VOLT 200 AMP UNFUSED NEMA I WE	CONTRACTOR	2	22	
ATIC TRANSFER SWITCH, 120/240 VOLT, 1ø, 100 Y SWITCH, 3PDT, 600 VOLT, 200 AMP, UNFUSED,	CONTRACTOR		21	
AUTOMATIC TRANSFER SWITCH, 120/208Y. VOLT, 30, 260 AMP, ASC	CONTRACTOR	· _	19	
LOAD CENTER, 120/208Y. VOLT, 3ø, 4W, 200 AMP MAIN LUGS ON & GROUND BUSSES, WESTINGHOUSE #3-30-42BSN, W/ACB'S AS S DWG. #D-30535, "3ø PANEL NO. 2"	CONTRACTOR	د_	18	
3-42-42CSN, W/ACB'S AS				
W/ACB'S AS SHOWN ON S.C.L. DWG.	CTO			
120/240 VOLT 10 3W 150 AMP MAINS 30	CONTRACTOR	<u> </u>	2	
PANELBOARD, 250 VDC, 225 AMP, MAIN LUGS ONLY, 8 CKT, WESTI	CONTRACTOR	_	15	
PANELBOARD, 250 VDC, 225 AMP, MAIN LUGS ONLY, 32 CKT, WES POW-R-LINE3 W/EHD BRANCH ACB'S "125V.DC PANEL NO. 2" AS S.C.L. DWG. #D-30539 (SHT. 87)	CONTRACTOR	<u> </u>	14	
S.C.L. DWG. #D-30539 (SHT. 87)		-	-	
출 우	OWNER	<u> </u>	12	
BATTERY FUSE BOX, 48 VOLT, AS SHOWN ON S.C.L. DWG. #D-302	OWNER	<u> </u>		
4 ^V	OWNER		10	
CHARGER, 125 VOLT, C & D POWI	OWNER		9 0	
BOX 125 VOLT AS SHOWN ON SCI DWG #D-	<u>ראועובמ</u>	<u> </u>	ω .	
, 125 VOLT, 58	OWNER	<u> </u>	7 6	
TERMINAL UNIT FOR S.C.L. POWER SYST	OWNER		- <i></i>	
FAULT RECORDER.	OWNER	-1 [J 4	
AS SHOWN ON P.U.D. DW	OWNER		× 2	
ARDS AS SHOWN ON S.C.L. DWG. #D-30542	CONTRACTOR	LOT		
DESC	SOURCE	QTY.	ITEM	
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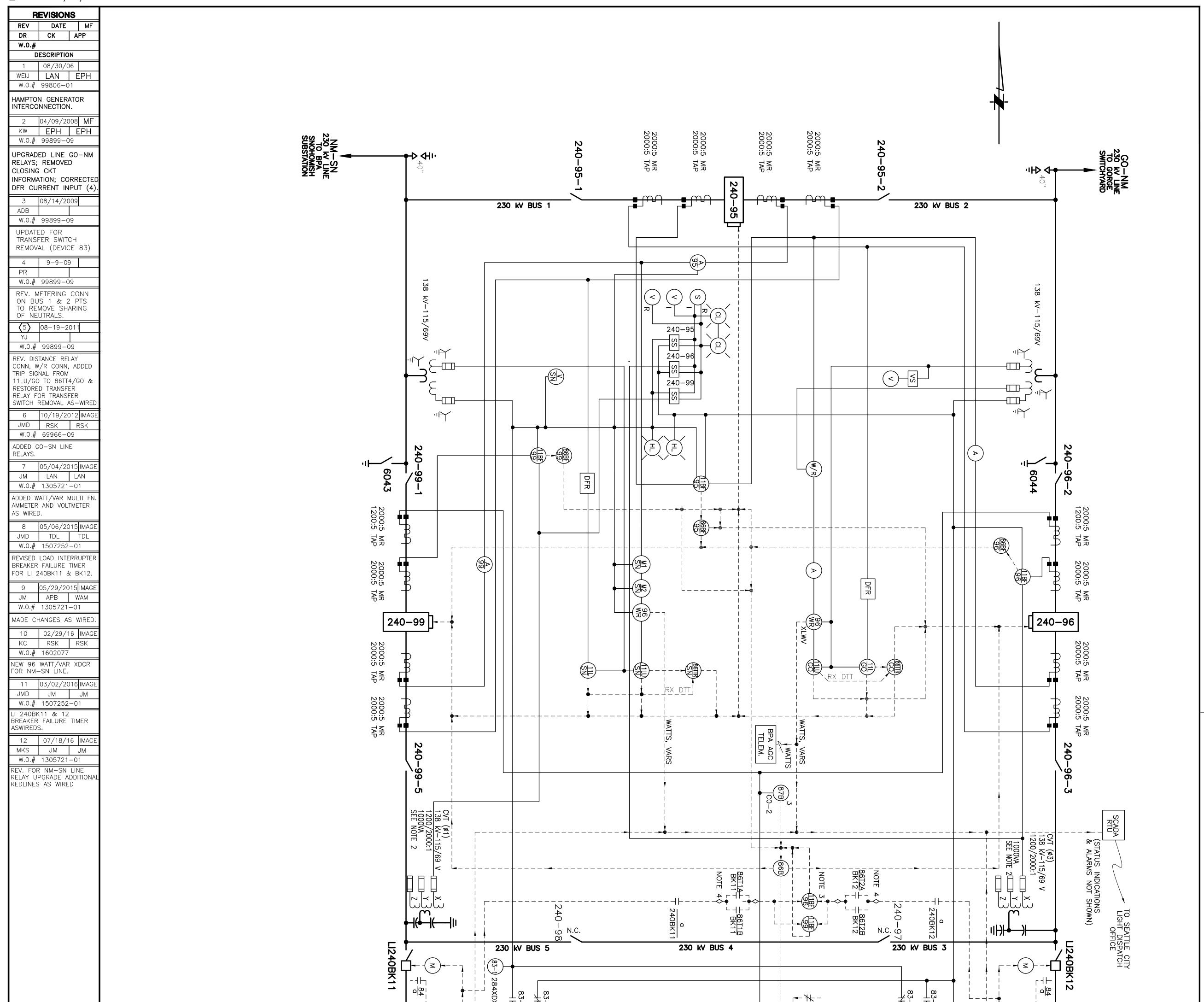
DRAWING NO. D-3053- SCALE REV. NTS	SHEET 77	R. 9128. 9HANE WALL-	APPLETON UNT, COMPLETI JBBELL #52621 IP, 3P,	BLANK 0569	K DUPLEX	AST #FL	YPE 860-3, DX #MUH-03- -5.	ER NEUTRAL PE 860-2,	< #LUH−04−8	TINGHO -30568 -30568	NLY, W/NEUTRAL SHOWN ON S.C.L SCO #9403260490 O #940210068C. VESTINGHOUSE	, W/NEUTRAL BUS, D-30536 (SHT. 82) NLY, W/NEUTRAL C.L. DWG.	SHOWN ON SHOWN ON	S SHOWN ON	30CE35F. 450 284 (REF.)	CR-13	(SHT. 133) ADA).	HT. 107) 29 (SHTS. 120-	
531 2	OF F		2 ETE	137)	137)	R #3622. BEN- 125-120.			58 58	T. 86)	RAL S.C.L. 68C.	BUS, T. 82) RAL						-122)	

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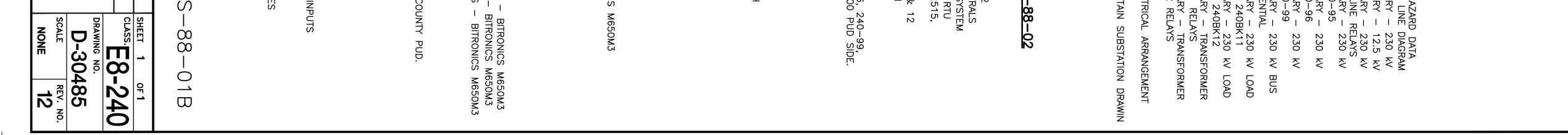




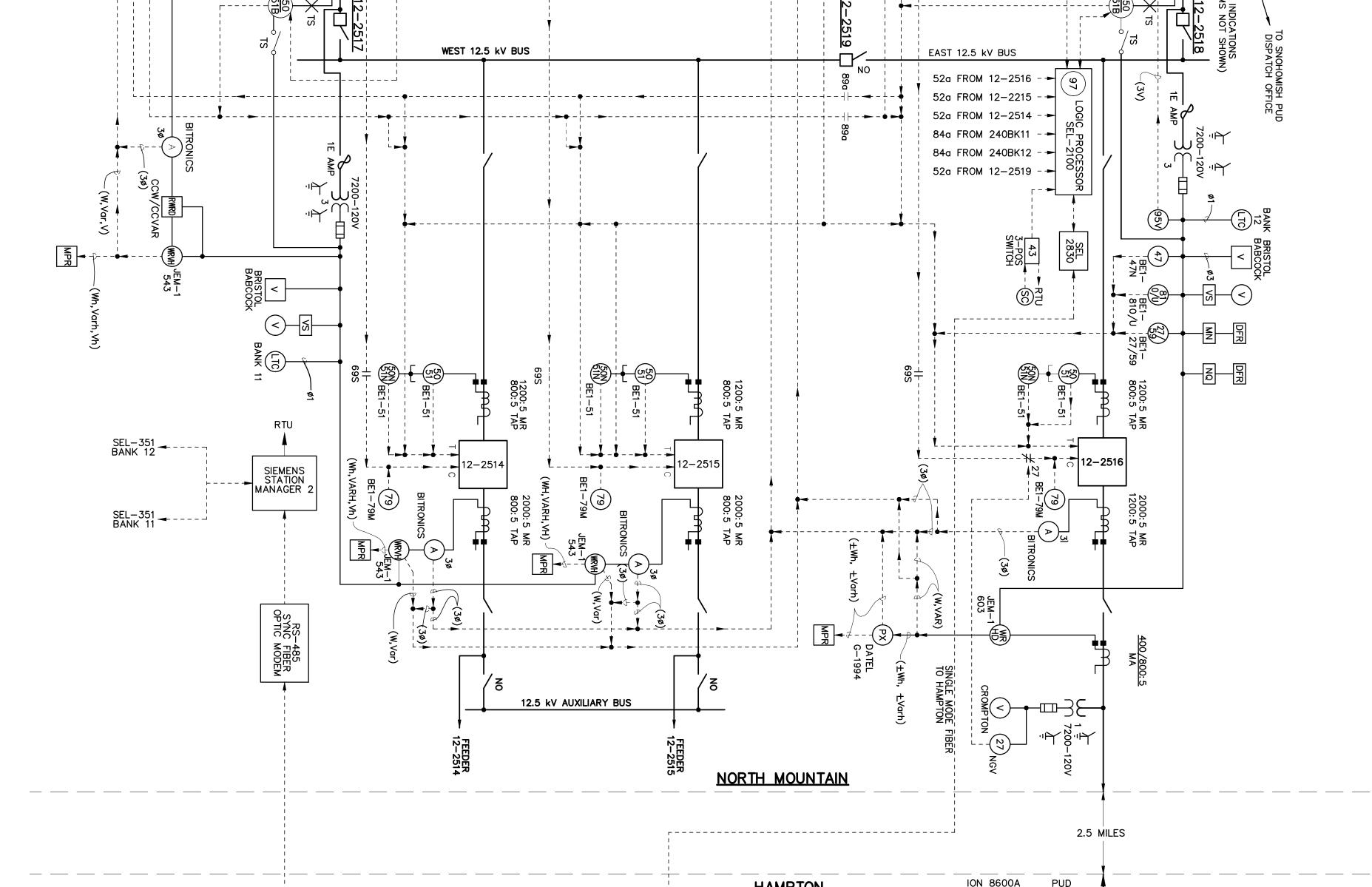
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SEE MICROFILM FOR SIGNATURES	ROVED FOR SEATTLE CITY LIGHT		₩h ₩h BAN			±Wh, ±Wh, ±varh	
ONE LINE DIAGRAM	METERING, COMMUNICATIONS, & RELAYING NORTH MOUNTAIN SUBSTATION 230 kV	A MULTIFUNCTION PX STNCHROSCOPE SYNCHROSCOPE V VOLTMETER W/R M1 M2 VOLTMETER WIT M2 VOLTMETER SWIT M2 VOLTMETER SWIT M2 VOLTMETER SWIT M2 VOLTMETER MULT M2 VOLTMETER MULT M2 VOLTMETER MULT M3 MMETER MULT MMETER MULT MULT MMETER MULT MULT MMETER MULT MULT MMETER MULT MULT MULT MMETER MULT MULT MULT MULT MULT MULT MULT MULT	BREAKER FAILURE RELAY, SEL LINE RELAY #1, SEL 311L LINE RELAY #2, SEL 311L SCADA CONTROL DISABLING SW RECLOSING AUXILIARY RELAY LOCKOUT RELAY BUS DIFFERENTIAL RELAY VOLT TRANSDUCER WATT/VAR TRANSDUCER AMMETER CLEAR LIGHT DIGITAL FAULT RECORDER HOT LIGHT (FOR MIMIC BUS) MOTOR	 BANK 11 & 12 CTS CIRCUITS CONTINUED ON DWC. S-8i 1. 230 kV TO BANK NO. 12 2. TRIP FROM BANK LOCKOUT RELAYS 3. METERING CURRENT FROM BANK NO. 12 4. POLARIZING CURRENT FROM BANK NO. 12 5. TRANSDUCER OUTPUTS FROM 12.5 kV SYST 6. Wh, varh & INTERVAL PULSES TO PUD RTL 7. 86B TRIP TO BREAKER 12-2514, 12-2516 & 12-2516 8. TOTAL CURRENT FROM BANK NO. 11 9. METERING CURRENT FROM BANK NO. 11 10. 230 kV TO BANK NO. 11 11. TRIP FROM BANK LOCKOUT RELAYS 12. DEVICE INTERLOCK INPUT FROM 240-96, 2 LI240BK11, AND LI240BK12 TO SEL 2100 	60 230 KV E PLAN 52 NORTH M LIST	91 D-30490 AC ELEME 93 D-30490 DC ELEME 94 D-30493 DC ELEME 95 D-30493 DC ELEME 96 D-30494 DC ELEME 97 D-30495 DC ELEME 98 D-30496 DC ELEME 98 D-30497 DC ELEME 99 MD-8940 DC ELEME 90 MD-8940 DC ELEME 91 D-30497 INTERRUP 92 D-30497 DC ELEME 93 D-30497 DC ELEME 94 D-30497 DC ELEME 95 D-30497 DC ELEME 96 D-30497 DC ELEME 97 D-30497 DC ELEME 98 D-30497 DC ELEME 99 MD-8940 DC ELEME 90 MD-8940 DC ELEME 91 D-30450 DC ELEME	ENCE DRAWINGS D-44172 *D-30459(S-88-2) D-30486 ARC FLAS AC ELEME



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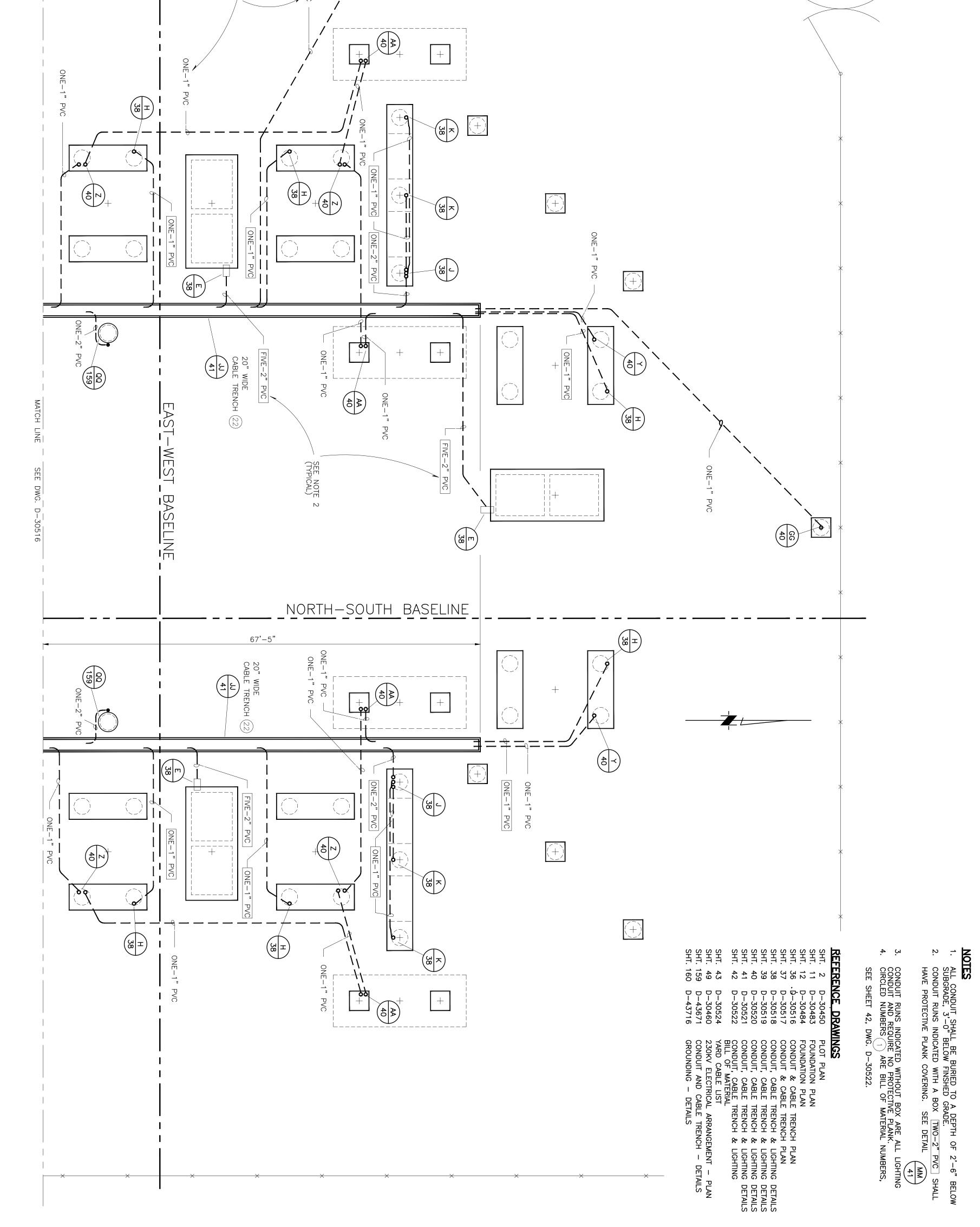
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Ie City L Production lions	ON DWG D-3 ON DWG D-3 INPTER 240BK12 IRRUPTER 240BK12 ROUND RELAYS SCL RTU SES FROM BILLING M SES FROM BILLING M TERPIDETER 240BK11 TERPIDETER 240BK11	52a TRIP	526 GENERATOR DRAK
	S AY TERS 0485		GENERATOR 9063 kVA, 13.8 kV 379A, 7250 KW .80 PF
S-88-2 RING, COMMUNICATIONS, & RELAYING NORTH MOUNTAIN SUBSTATION 12.5 KV BUS ONE LINE DIAGRAM	* INSERT LETTE METERED OR NUMBER TEST SWITCH	Image: Comparison of the second se	

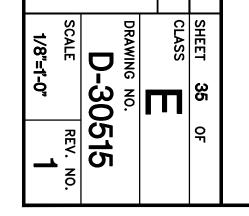
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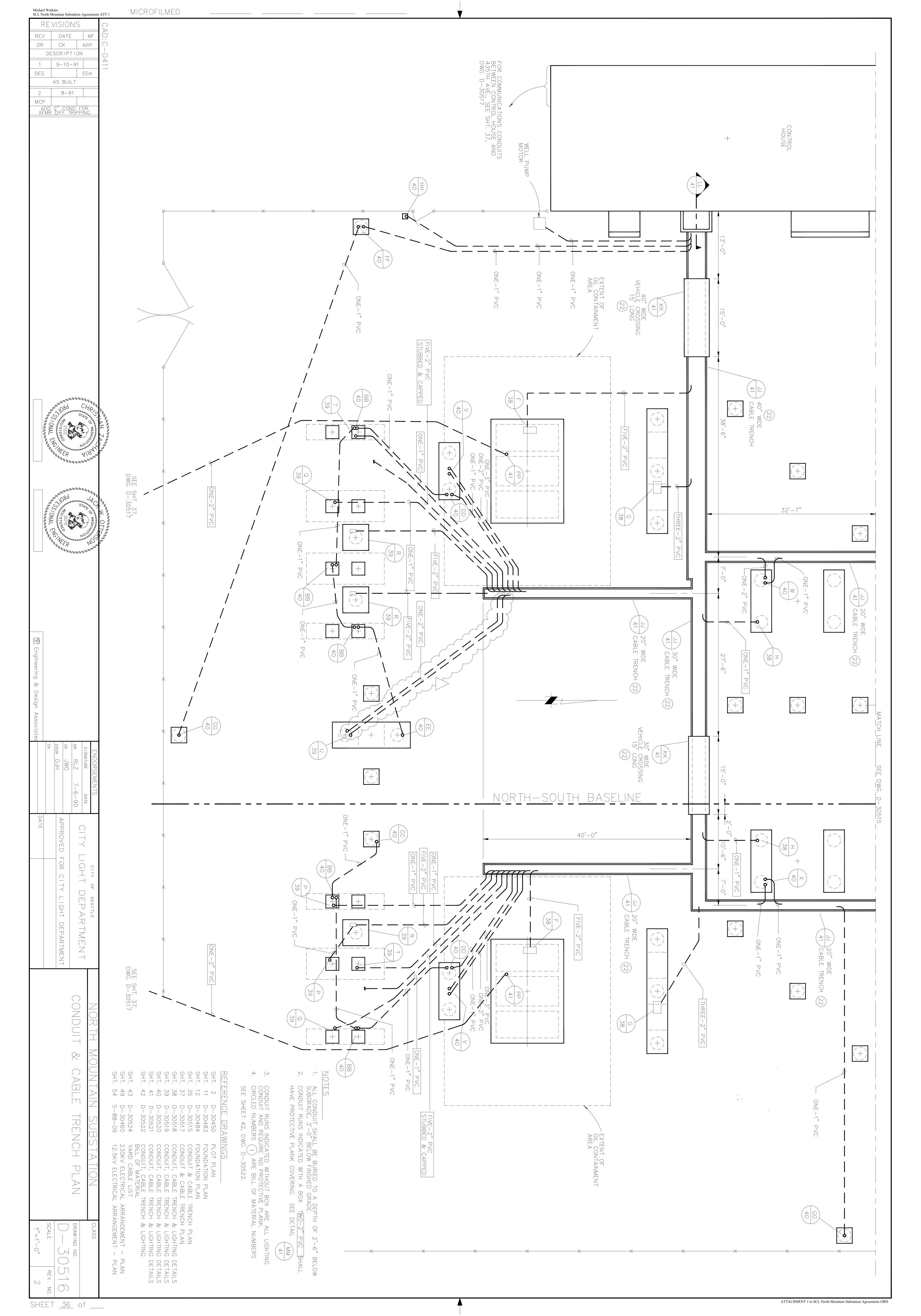
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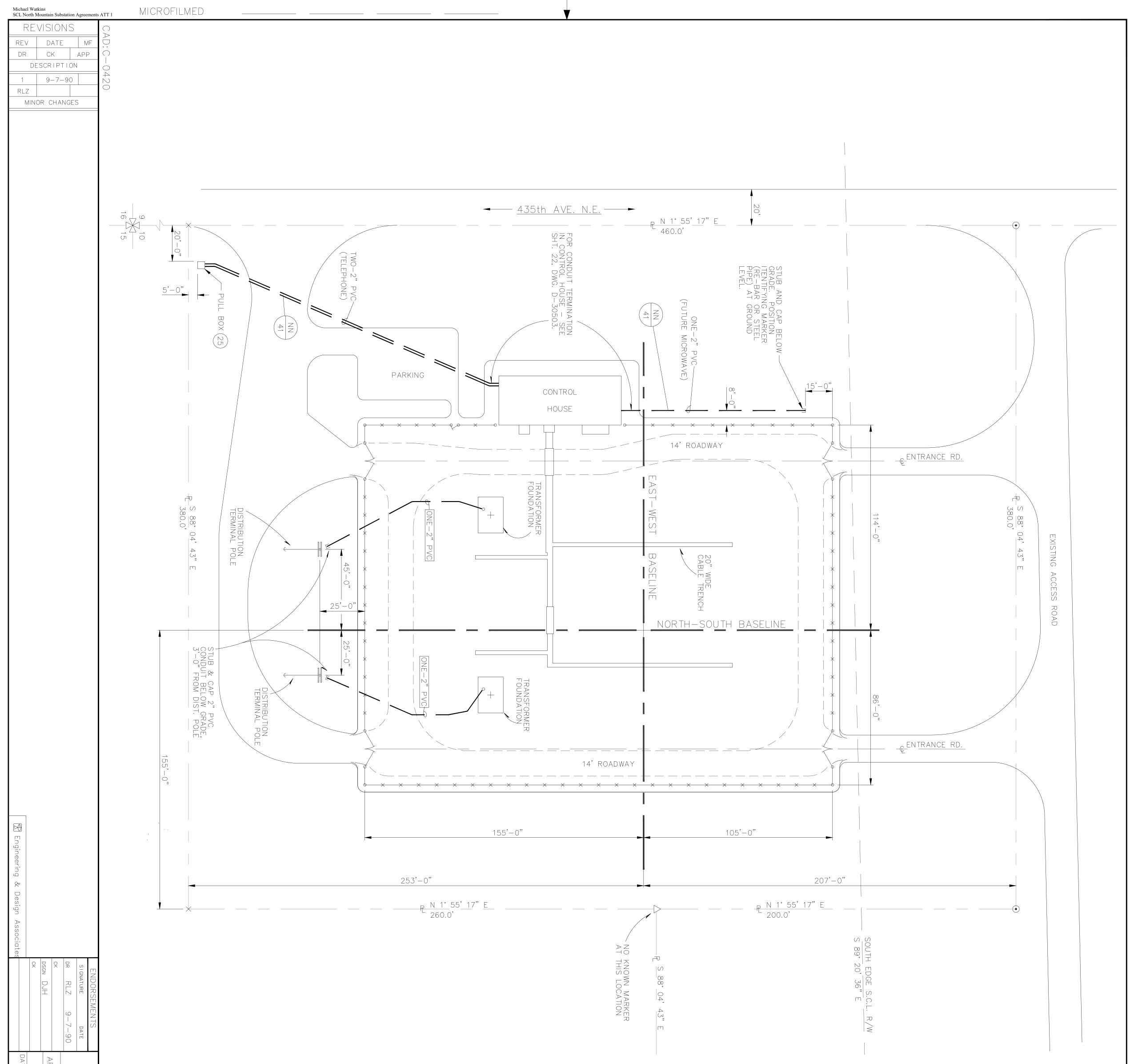
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	FOR 2" CONDULT STUB SHT. 37, DWG. D-3051 HOUSE
	CONTROL HOUSE
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		& CABLE	MOUNTAIN
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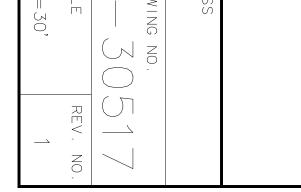
CONDUIT

REFERENCE DRAWINGSSHT. 22D-30503CONTROL HOUSE - FOUNDSHT. 35D-30515CONDUIT & CABLE TRENCHSHT. 38D-30518CONDUIT, CABLE TRENCHSHT. 40D-30520CONDUIT, CABLE TRENCHSHT. 41D-30521CONDUIT, CABLE TRENCHSHT. 42D-30522CONDUIT, CABLE TRENCHSHT. 42D-30522CONDUIT, CABLE TRENCHSHT. 42D-30522CONDUIT, CABLE TRENCHSHT. 42D-30522CONDUIT, CABLE TRENCH

 $\overline{\cdot}$ ALL BURIED CONDUIT OUTSIDE OF FENCED AREA SHALL BE A MINIMUM OF 36" BELOW EXISTING GRADE. EXCEPTIONS TO THIS REQUIREMENT ARE PERMISSIBLE WITHIN 10' OF CONTROL HOUSE AND WITHIN 10' OF PULL BOX.

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ATTACHMENT 1 to SCL North Mountain Substation Agreements ORD

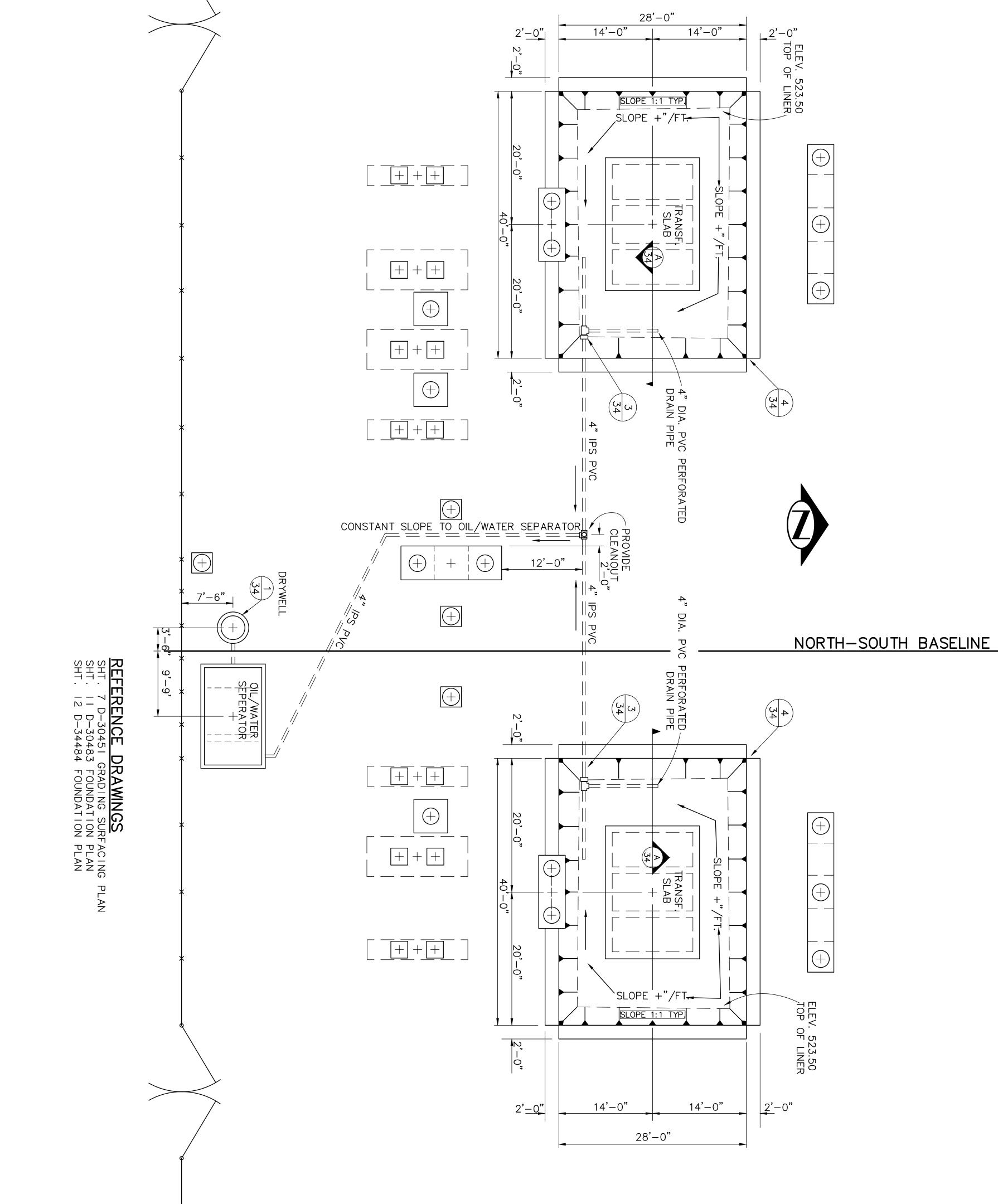
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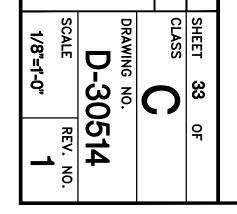
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NORTH MOUNTAIN SUBSTATION DRAWING LIST

DRAWING	TITLE
S-88-T1	DRAWING LIST
S-88-T1RH	REVISION HISTORY
S-88-01A	PLOT PLAN, D-30450
S-88-01B	230kV ONE-LINE DIAGRAM, D-30485
S-88-1C S-88-1D	ONE-LINE DIAGRAM HAMPTON MILL COMMUNICATION BLOCK DIAGRAM
S-88-2	12.5kV RELAYING & METERING ONE-LINE DIAGRAM
0 00 2	AND HAMPTON MILL GENERATOR METERING
S-88-02A	CLEARING & GRUBBING PLAN, D-30452
S-88-02B	EXCAVATION & COMPACTION PLAN, D-30454
S-88-02C S-88-02D	GRADING & SURFACING PLAN, D-30451 FENCE PLAN & DETAILS, D-30453
S-88-025	PLANTING PLAN, D-30455
S-88-02F	LANDSCAPING DETAILS, D-30456
S-88-02G	FOUNDATION PLAN, D-30483
S-88-02H	FOUNDATION PLAN, D-30484
S-88-02I	FOUNDATION DETAIL 230kV D.E. TOWER, D-30477
S-88-02J	FOUNDATION DETAIL 230kV-12.5kV TRANSFORMER, D-30478
S-88-02K	FOUNDATION DETAIL 230kV & 12.5kV PIER CAPS, D-30479
S-88-02L	FOUNDATION DETAIL 230kV & 12.5kV PIER CAPS, D-30480
S-88-02M	FOUNDATION DETAILS 230kV CIRCUIT BREAKERS & 12.5kV FEEDER STRUCTURE, D-30481
S-88-02N	FOUNDATION PIER SCHEDULE AND RE-STEEL SCHEDULE, D-30482
S-88-020	CONTROL HOUSE FLOOR PLAN & SECTIONS, D-30500
S-88-02P	CONTROL HOUSE ELEVATIONS, DETAILS & RE-STEEL SCHEDULE, D-30501
S-88-02Q	CONTROL HOUSE ROOF & SECTIONS, D-30502
S-88-02R	CONTROL HOUSE FOUNDATION PLAN, D-30503
S-88-02S	CONTROL HOUSE SECTIONS, D-30504
S-88-02T	CONTROL HOUSE SECTIONS, D-30505
S-88-02U	CONTROL HOUSE SECTIONS, D-30506
S-88-02V	CONTROL HOUSE FOUNDATION DETAILS, D-30507
S-88-02W S-88-02X	CONTROL HOUSE FOUNDATION DETAILS, D-30508 CONTROL HOUSE FOUNDATION DETAILS, D-30509
S-88-02X	CONTROL HOUSE FOUNDATION DETAILS, D-30510
S-88-02Z	CONTROL HOUSE FOUNDATION, PLATE LAYOUT, D-30511
S-88-02AA	CONTROL HOUSE COVER PLATE DETAILS, D-30512
S-88-03	BOUNDARY SURVEY
S-88-03A	TOPOGRAPHIC SURVEY
S-88-07	OIL CONTAINMENT PLAN
S-88-08	OIL CONTAINMENT DETAILS
S-88-08A S-88-08B	CONDUIT & CABLE TRENCH PLAN, D-30515 CONDUIT & CABLE TRENCH PLAN C-0411 D-30516
S-88-08C	CONDUIT & CABLE TRENCH PLAN, D-30517
S-88-08D	CONDUIT, CABLE TRENCH & LIGHTING DETAILS, D-30518
S-88-08E	CONDUIT, CABLE TRENCH & LIGHTING DETAILS, D-30519
S-88-08F	CONDUIT, CABLE TRENCH & LIGHTING DETAILS, D-30520
S-88-08G	CONDUIT, CABLE TRENCH & LIGHTING DETAILS, D-30521
S-88-08H	CONDUIT, CABLE TRENCH & LIGHTING BILL OF MATERIAL, D-30522
S-88-08I	YARD CABLE LIST D-30524
S-88-08J	GROUNDING PLAN, D-30525
S-88-08K S-88-08L	GROUNDING PLAN, D-30526 GROUNDING DETAILS, D-30527
S-88-08M	GROUNDING DETAILS, D-30528
S-88-08N	GROUNDING BILL OF MATERIAL, D-30529
S-88-080	230kV ELECTRICAL ARRANGEMENT PLAN, D-30460
S-88-08P	230kV ELECTRICAL ARRANGEMENT SECTIONS, D-30461
S-88-08Q	230kV ELECTRICAL ARRANGEMENT SECTIONS, D-30462
S-88-08R	230kV ELECTRICAL ARRANGEMENT DETAILS, D-30463
S-88-08S	230kV ELECTRICAL ARRANGEMENT BILL OF MATERIAL, D-30464
S-88-9	12.5kV ELECTRICAL ARRANGEMENT PLAN
S-88-10 S-88-11	12.5kV ELECTRICAL ARRANGEMENT SECTIONS 12.5kV ELECTRICAL ARRANGEMENT ELEVATION
S-88-12	12.5kV ELECTRICAL ARRANGEMENT ELEVATION
S-88-13	12.5kV ELECTRICAL ARRANGEMENT SECTIONS
S-88-14	12.5kV ELECTRICAL ARRANGEMENT BILL OF MATERIAL
S-88-14A	ERECTION DIAGRAM 230kV D.E. STRUCTURE, D-30465
S-88-14B	STEEL DETAILS 230kV D.E. STRUCTURE, D-30466

DRAWING

S-88-14C

S-88-14D

S-88-14E

S-88-14F

S-88-14G

S-88-14H

S-88-14I

S-88-14J

S-88-14K

S-88-15

S-88-16

S-88-17

S-88-18

S-88-19

S-88-20

S-88-20A

S-88-20B

S-88-20C

S-88-20D

S-88-20E

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S-88-21A

S-88-21B

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S-88-21I

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S-88-21K

S-88-21L

S-88-21M

S-88-21P

S-88-21Q

S-88-22

S-88-22A

S-88-23

S-88-24

S-88-25

S-88-26

S-88-26A

S-88-26B

S-88-26C

S-88-26D

S-88-26E

S-88-26F

S-88-26G

S-88-26H

S-88-26I

S-88-26J

S-88-26K

S-88-26L

S-88-26M

S-88-26N

S-88-260

S-88-26P

S-88-27

TITLE STEEL DETAILS 230kV D.E. STRUCTURE, D-30467 S-88-28 12.5kV SWITCHBOARD ARRANGEMENT REAR PANELS, D-1902 ERECTION DIAGRAM 230kV HIGH DISC SW STRUCTURE, D-30468 S-88-30 12.5kV SWITCHBOARD WIRING PANEL 11R STEEL DETAILS 230kV HIGH DISC. SWITCH STRUCTURE, D-30469 S-88-30A 12.5kV BANK 12 PANEL 11F WIRING DIAGRAM (TOP SECTION) STEEL DETAILS 230kV HIGH DISC. SWITCH STRUCTURE, D-30470 S-88-30B 12.5kV BANK 12 PANEL 11F WIRING DIAGRAM (MIDDLE SECTION) ERECTION DIAGRAM 230kV LOW DISC. SWITCH STRUCTURE, D-30471 12.5kV BANK 12 PANEL 11F WIRING DIAGRAM (BOTTOM SECTION) S-88-30C STEEL DETAILS 230kV LOW DISC. SWITCH STRUCTURE, D-30472 S-88-31A 12.5kV BRKR 12-2516 PANEL 12F WIRING DIAGRAM (TOP SECTION) STEEL DETAILS 230kV LOW DISC. SWITCH STRUCTURE, D-30473 S-88-31B 12.5kV BRKR 12-2516 PANEL 12F WIRING DIAGRAM (BOTTOM SECTION) STEEL DETAILS 230kV BUS & VT SUPPORT, D-30474 12.5kV DATA NETWORK PANEL 12R WIRING DIAGRAM D-2102 S-88-32 STEEL DETAILS 230kV SPILL GAP, D-30475 S-88-33A 12.5kV BRKR 12-2515 PANEL 13F WIRING DIAGRAM (TOP SECTION) D-2117 ERECTION DIAGRAM 12.5kV PLAN & ELEVATION S-88-33B 12.5kV BRKR 12-2515 PANEL 13F WIRING DIAGRAM (BOTTOM SECTION) D-2117 ERECTION DIAGRAM 12.5kV SECTIONS S-88-34 12.5kV SWITCHBOARD WIRING PANEL 13R SHEET 1 OF 2 STEEL DETAILS 12.5kV STRUCTURES S-88-34A 12.5kV SWITCHBOARD WIRING PANEL 13R SHEET 2 OF 2 STEEL DETAILS 12.5kV STRUCTURES CONTROL SCHEMATIC 3-POSITION SELECTOR SWITCH OF FEEDER BREAKER POSITION TO HAMPTON MILL S-88-34B STEEL DETAILS 12.5kV STRUCTURES S-88-35A 12.5kV BRKR 12-2514 PANEL 14F WIRING DIAGRAM (TOP SECTION) STEEL DETAILS 12.5kV STRUCTURES 12.5kV BRKR 12-2514 PANEL 14F WIRING DIAGRAM (BOTTOM SECTION) S-88-35B CONTROL HOUSE EQUIPMENT LOCATION PLAN, D-30531 12.5kV SWITCHBOARD WIRING PANEL 14R S-88-36 CONTROL D-30532 HOUSE EQUIPMENT LOCATION ELEVATIONS & SECTIONS, S-88-37A 12.5kV BANK 11 PANEL 15F WIRING DIAGRAM (TOP SECTION) CONTROL HOUSE EQUIPMENT WIRING, D-30533 S-88-37B 12.5kV BANK 11 PANEL 15F WIRING DIAGRAM (MIDDLE SECTION) AC & DC STATION SERVICE ONE LINE DIAGRAM, D-30534 S-88-37C 12.5kV BANK 11 PANEL 15F WIRING DIAGRAM (BOTTOM SECTION) CONNECTION DIAGRAM 120/208Y VOLT 3¢ STATION SERVICE, D-30535 S-88-38 12.5kV SWITCHBOARD WIRING DIAGRAM PANEL 15R S-88-39A COMMUNICATIONS RACKS ARRANGEMENT & BILL OF MATERIAL, D-30555 CONNECTION DIAGRAM 120/240 VOLT 10 STATION SERVICE, D-30536 CONNECTION DIAGRAM COMMUNICATION RACK 26, D-30556 S-88-39B AC & DC STATION SERVICE LIGHTING ELEMENTARIES, D-30537 S-88-39D CONNECTION DIAGRAM COMMUNICATION RACK 28, D-30558 LIGHTING RELAY CABINET. D-30538 S-88-39E CONNECTION DIAGRAM COMMUNICATIONS DISTRIBUTION FRAME, D-30569 HEATER & FAN CONTROL CABINET, D-30570 CONNECTION DIAGRAM DIGITAL FAULT RECORDER, D-30559 S-88-39F INTRUSION ALARM SYSTEM, D-30568 S-88-39G 12.5kV DATA NETWORK RACK POWER SCHEMATIC CONNECTION DIAGRAM 125 VOLT DC STATION SERVICE, D-30539 S-88-40 PUD DATA NETWORK BLOCK DIAGRAM CONNECTION DIAGRAM-48 VOLT DC STATION SERVICE, D-30540 PUD POINT OF DELIVERY REVENUE METERING BLOCK DIAGRAM S-88-41 AC ELEMENTARY 230kV, D-30486 S-88-41B PUD RTU CABINET SWINGING PANEL DC ELEMENTARY 230kV SNOHOMISH LINE RELAYS, D-30490 CONNECTION DIAGRAM SCL RTU CABINET LOWER LEFT WALL, D-30561 S-88-42A DC ELEMENTARY 230kV GORGE LINE RELAYS, D-30491 DC ELEMENTARY 230kV BREAKER 240-95, D-30492 CONNECTION DIAGRAM SCL RTU CABINET UPPER LEFT WALL, D-30562 S-88-42B DC ELEMENTARY 230kV BREAKER 240-96, D-30493 CONNECTION DIAGRAM SCL R.T.U. CABINET UPPER REAR WALL, D-30563 S-88-42C DC ELEMENTARY 230kV BREAKER 240-99, D-30494 DC ELEMENTARY 230kV BUS 3, 4, 5 DIFFERENTIAL, D-30495 CONNECTION DIAGRAM EXTERNAL CONNECTIONS BREAKERS 240-95 & 240-96, D-30564 S-88-42D DC ELEMENTARY 230kV LOAD INTERRUPTER 240BK11, D-30496 CONNECTION DIAGRAM EXTERNAL CONNECTIONS S-88-42E DC ELEMENTARY 230kV LOAD INTERRUPTER 240BK12, D-30497 BREAKER 240-99 & 230kV VT'S, D-30565 12.5kV THREE-LINE DIAGRAM BANK 11 (PANEL 15F) S-88-42F CONNECTION DIAGRAM EXTERNAL CONNECTIONS LOAD INT 240BK11 & 240BK12, D-30566 12.5kV THREE-LINE DIAGRAM FEEDER 12-2514 (PANEL 14F) CONNECTION DIAGRAM EXTERNAL CONNECTIONS 230kV DISCONNECTS, D-30567 S-88-42G 12.5kV THREE-LINE DIAGRAM FEEDER 12-2515 (PANEL 13F) 12.5kV THREE-LINE DIAGRAM FEEDER 12-2516 (PANEL 12F) CONNECTION DIAGRAM EXTERNAL CONNECTIONS TRANSFORMER BANK 11 S-88-43 AC ELEMENTARY THREE-LINE DIAGRAM BANK 11 MISCELLANEOUS CONNECTIONS CONNECTION DIAGRAM EXTERNAL CONNECTIONS TRANSFORMER BANK 12 S-88-44 12.5kV THREE-LINE DIAGRAM BANK 12 (PANEL 11F) 12.5kV THREE-LINE DIAGRAM BANK 12 MISCELLANEOUS CONNECTIONS CONNECTION DIAGRAM EXTERNAL CONNECTIONS BREAKER 12-2514 AND 12-2515 S-88-45 DC ELEMENTARY TRANSFORMER BANK 11 RELAYS (SHEET 1 OF 2) DC ELEMENTARY TRANSFORMER BANK 11 RELAYS (SHEET 2 OF 2) CONNECTION DIAGRAM EXTERNAL CONNECTIONS S-88-46 BREAKER 12-2516 DC ELEMENTARY TRANSFORMER BANK 12 RELAYS CONNECTION DIAGRAM EXTERNAL CONNECTIONS MISC 12.5kV EQUIPMENT S-88-47 DC ELEMENTARY 12.5kV BREAKER 12-2514, MD-8881 85' TURNING TOWER FOUNDATION AND INSTALLATION, D-30457 DC ELEMENTARY 12.5kV BREAKER 12-2515, MD-8882 S-88-47A DC ELEMENTARY 12.5kV BREAKER 12-2516, MD-8883 S-88-48 SIGN INSTALLATION AND DETAILS 12.5kV SYSTEM ANNUNCIATOR SCHEMATIC WEATHER STATION ASSEMBLY, SCHEMATIC AND S-88-49 DC ELEMENTARY 230kV SWITCHBOARD ANNUNCIATOR, D-30498 WIRING DIAGRAM BLOCK DIAGRAM COMMUNICATIONS EQUIPMENT, D-30541 S-88-50 MATERIAL LIST 230kV SWITCHBOARDS GENERAL ARRANGEMENT & DETAILS, D-30542 CT MOUNTING ADAPTER S-88-51 230kV SWITCHBOARD ARRANGEMENT CONTROL PANELS, D-30543 S-88-52 PUD DATA NETWORK CABLE SCHEDULE 230kV SWITCHBOARD ARRANGEMENT RELAY RACKS, D-30544 S-88-72 OUTLINE 230kV SWITCHBOARD BILL OF MATERIAL & NAMEPLATES, D-30545 S-88-73 NAMEPLATE 230kV SWITCHBOARD CONNECTION DIAGRAM-PANEL 2, D-30546 S-88-73A 12.5kV SYSTEM DEVICE NAMEPLATE SCHEDULE 230kV SWITCHBOARD CONNECTION DIAGRAM-PANEL 3, D-30547 S-88-73B TEST SWITCH FUNCTION NAMEPLATE SCHEDULE 230kV SWITCHBOARD CONNECTION DIAGRAM PANEL 4, D-30548 (PANEL 1) (PANELS 11F & 15F) 230kV SWITCHBOARD CONNECTION DIAGRAM-PANEL 5, D-30549 S-88-73C TEST SWITCH FUNCTION NAMEPLATE SCHEDULE (PANELS 14F, 13F & 12F) 230kV SWITCHBOARD CONNECTION DIAGRAM-RELAY RACK 2, D-30550 S-88-73D TEST SWITCH FUNCTION NAMEPLATE SCHEDULE 230kV SWITCHBOARD CONNECTION DIAGRAM-RELAY RACK 3, D-30551 (PANEL 13R) 230kV SWITCHBOARD RELAY RACK 4 CONNECTION DIAGRAM, D-30552 S-88-74 CONTROL SCHEMATIC 230kV SWITCHBOARD CONNECTION DIAGRAM-RELAY RACK 5, D-30553 S-88-75 CONTROL SCHEMATIC 230kV SWITCHBOARD RELAY INTERNAL CONNECTIONS, D-30554 S-88-76 CONTROL SCHEMATIC 12.5kV SWITCHBOARD ARRANGEMENT FRONT PANEL, D-1901

S-88-77

CONTROL SCHEMATIC

Michael Watkins SCL North Mountain Substation Agreements ATT 1

> TITLE DRAWING

DRAWING

S-88-78

S-88-79

S-88-80

S-88-81

S-88-82

S-88-83

S-88-84

S-88-85

S-88-86

S-88-87

S-88-88

S-88-89

S-88-90A

S-88-90B

S-88-90C

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S-88-90E

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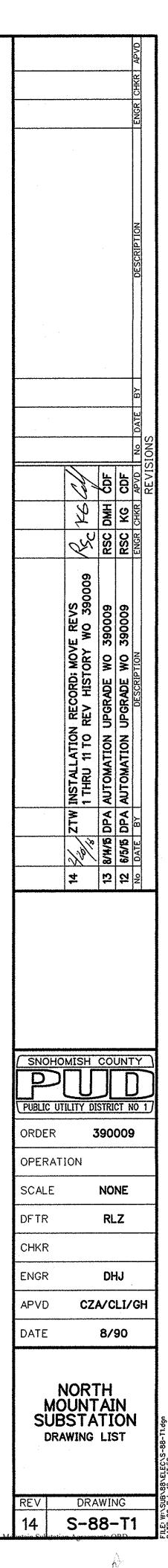
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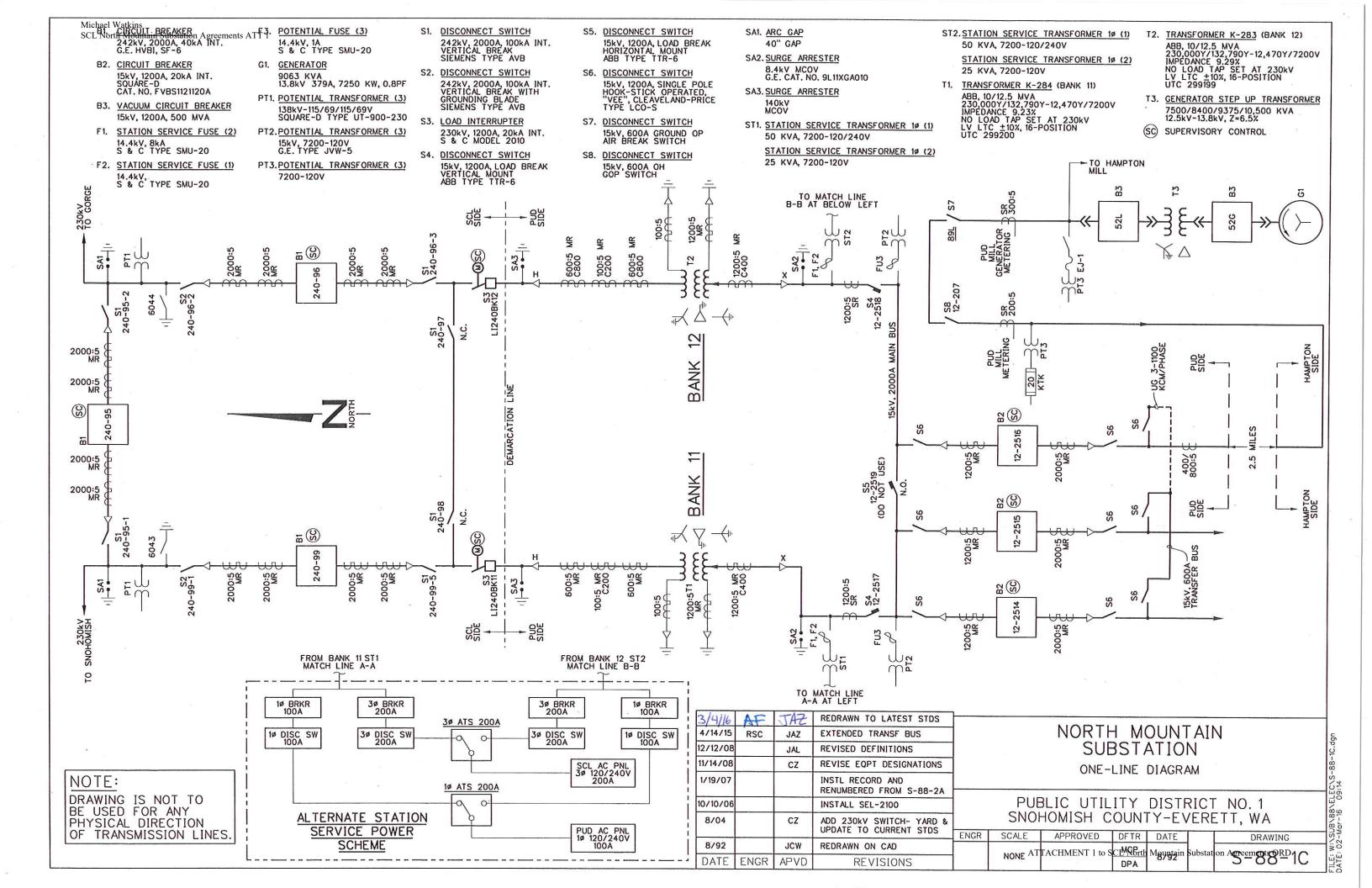
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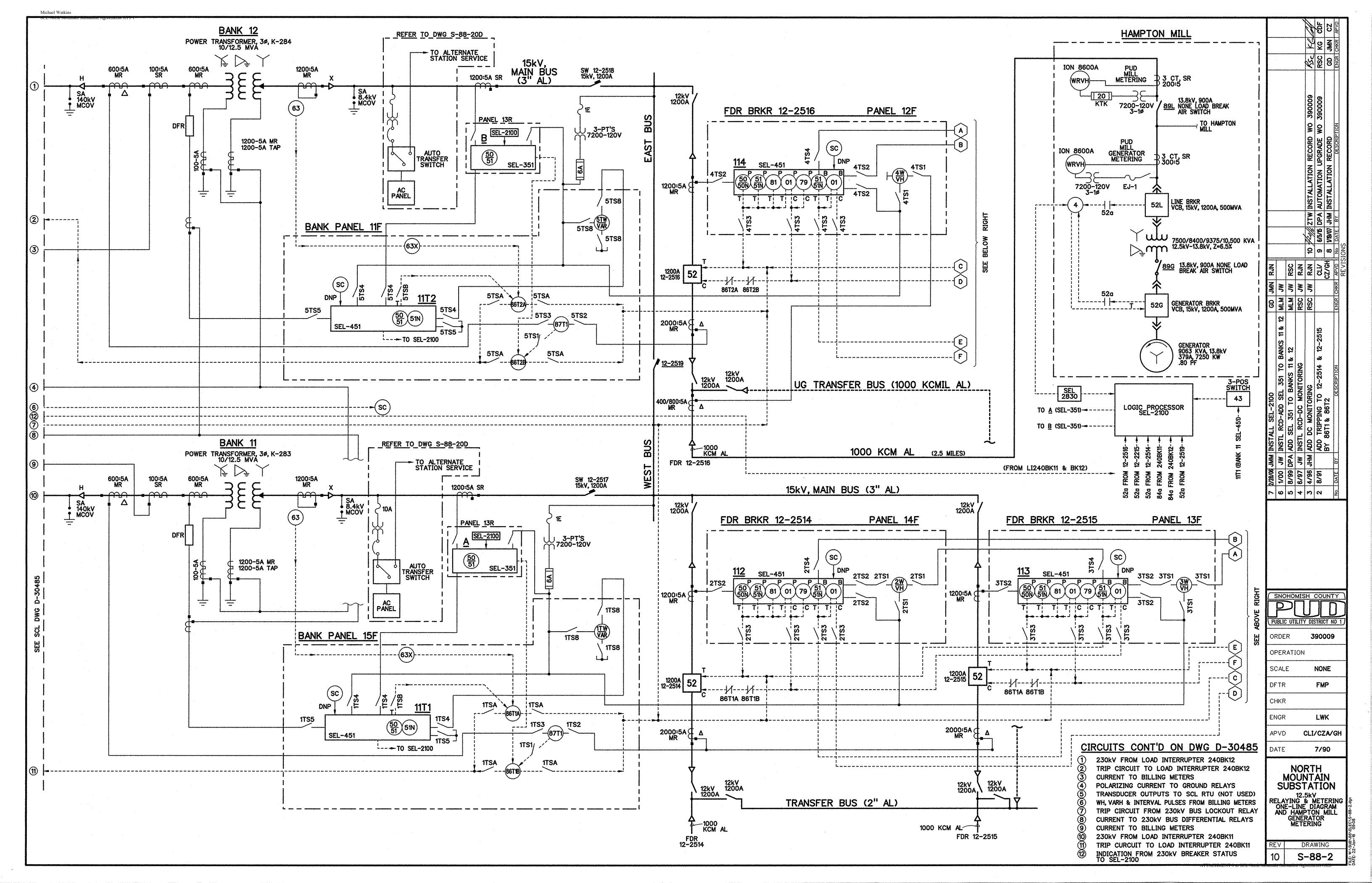
REMOTE TERMINAL UNIT-NORTH MOUNTAIN "NM" ASSY MD-4269 SITE PLAN, BPA-101

LAYOUT & WIRING METERING RACK

HAMPTON MILL SWITCHGEAR UNIT 103 WIRING DIAGRAM HAMPTON MILL SWGR UNIT 103 REMOTE I/O SEL 2505 SCHEMATIC HAMPTON MILL PARTIAL SWITCHGEAR WIRING DIAGRAM







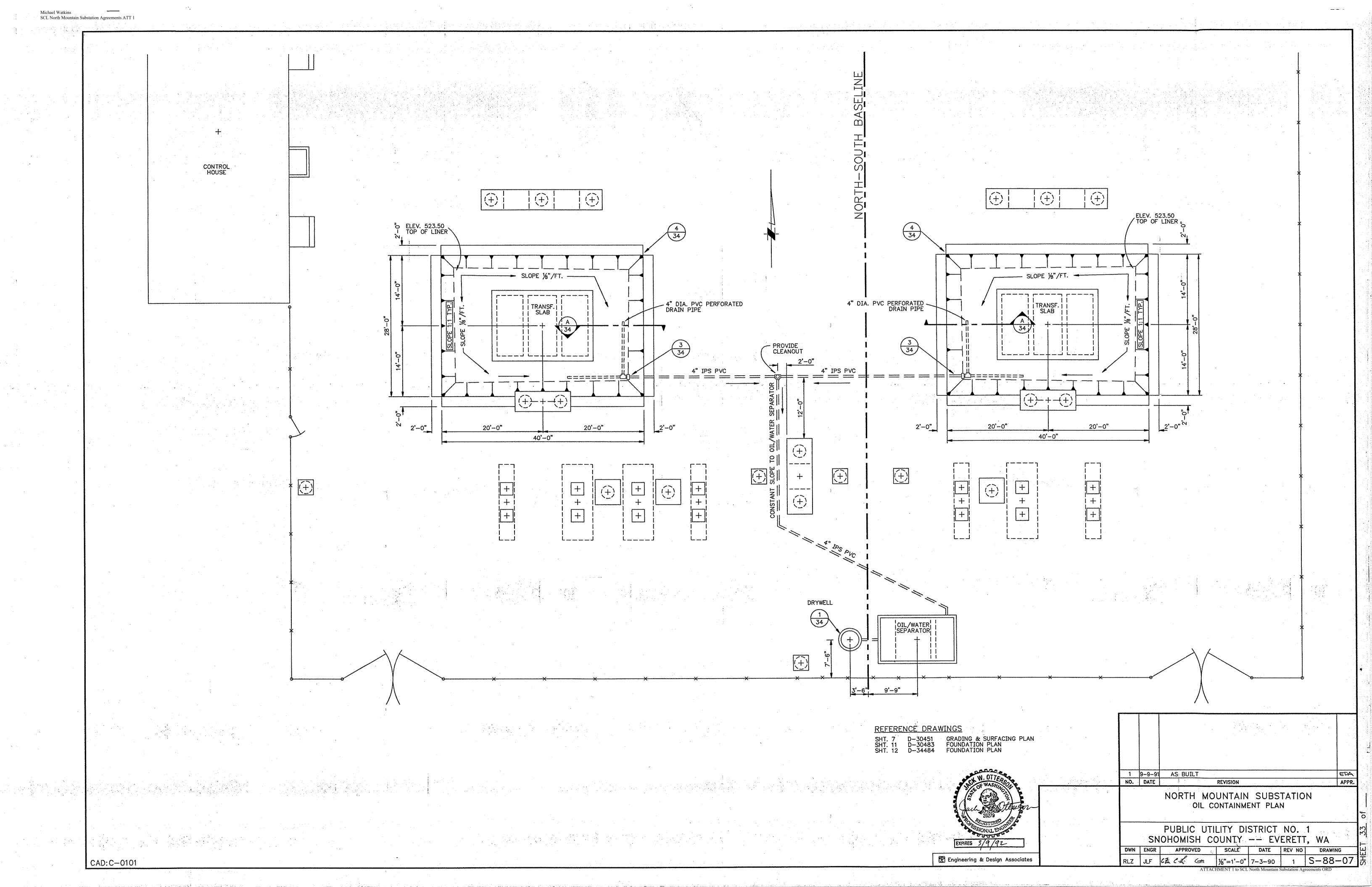


Exhibit G North Mountain Security and Access Control

1. Access Administration

- a. The Parties agree to work in coordination to provide access to facilities in a manner that meets all security and regulatory requirements.
- b. Seattle will be the controlling authority for access to North Mountain Substation.
 - i. Seattle will expeditiously respond to requests by the District for access, key cards, or documentation.
 - ii. The District will expeditiously respond to request by Seattle for records or documentation related to security or access control.
 - iii. The District will follow Seattle City Light's process for requesting and authorizing access, which includes the District completing access requests for personnel requesting un-escorted access to North Mountain substation.
- c. All persons granted un-escorted access to North Mountain substation will have met the following standard:
 - i. Be a current employee of Seattle City Light or Snohomish County PUD.
 - ii. Complete Seattle City Light's Cyber Security Training
 - iii. Shall follow the requirements contained in the Rules of Conduct for Seattle City Light Substations.
 - iv. Have a reviewed and signed "Agreement to Abide by the Rules" on file with Seattle City Light.
- d. All personnel that have not been granted un-escorted access to North Mountain substation shall:
 - i. Receive permission from the Parties approving manager for escorted access.
 - 1. The approval process will include a review and signing of the "Agreement to Abide by the Rules" to be sent to the Seattle Security Manager.
 - ii. Be escorted by a Party employee that has been granted un-escorted access.

- iii. Be always escorted while inside the fenced area of North Mountain Substation.
- e. Maintaining a Seattle City Light Access Badge
 - i. District employees with a Seattle Access Badge shall maintain positive control of the badge
 - ii. Loss of a Seattle City Light Access Badge requires notification of Seattle's Security Monitoring Center and Access Administrator within 24 hours.
 - iii. Quarterly Seattle shall send the District a validation email that requires the District to verify Seattle Access Badges and provide a documentation of validation by email in return.
- f. Revoking a Seattle Access Badge
 - i. If the District terminates personnel with a Seattle Access Badge from employment or if the District determines that the personnel poses a security risk or no longer needs unescorted access to North Mountain Substation, the District shall call or email Seattle's Security Monitoring Center and Access Administrator within 24 hours of the termination action or access no longer being needed.
 - ii. Seattle shall confirm with the District's Access Administrator that access is terminated, and the District shall return the deactivated Seattle Access Badge to Seattle's Security Office.
- g. Non-compliance
 - i. Seattle reserves the right, with cause, to immediately terminate District personnel's unescorted physical access privileges for failure to comply with the terms of this Agreement.

2. Security and Access Control

- a. Access to North Mountain Substation
 - i. The District may access North Mountain Substation via a Seattle Access Badge (electronic cardkey) using badge readers which are installed on all access points.

- 1. No metal/hard keys shall be used to access perimeter control points and the Control Room of North Mountain Substation.
- 2. Seattle maintains a Physical Access Control System (PACS) metal override key to be used in case of failure of the PACS.

b. Alarm Events

- i. In the event that Seattle's Security Monitoring Center (SMC) receives an access or security related alarm regarding North Mountain, Seattle (SMC) will contact the District's Snohomish County PUD's Security Operations Center
- ii. The District's Security Operations Center will dispatch a security officer to North Mountain to observe and report.
- iii. SMC will dispatch a security officer to relieve the District's security officer and to complete a case report.
 - 1. Seattle City Light may also dispatch a NAS Operator concurrently with the assistance of the System Control Center.
- iv. Seattle will provide completed case reports to the District.

c. Perimeter Compromise206-

- i. In the event that the District's security officer or District personnel observes a compromise in the integrity of the perimeter fence or gates, the security officer will report their findings to Seattle's SMC.
- ii. Seattle's SMC will dispatch a security officer to relieve the District's security officer to complete a case report and initiate the repair process.
 - 1. Seattle City Light may also dispatch a NAS Operator concurrently with the assistance of the System Control Center.

3. Contact Information

- a. Seattle City Light
 - i. Security Monitoring Center 206-386-9111
 - ii. Brendan Armstrong Security PM 206-948-2944
 - iii. Josh Czebotar Sec. Specialist 206-247-0365
 - iv. Robert Terry Sec. Specialist 206-741-5470

- b. Snohomish County PUD
 - i. Security Monitoring Center (SOC) 425-783-8787
 - ii. Rob Beidler, Sr Manager of Safety and Security 425-783-8770

4. Revisions to Exhibit G

Either Party may revise Exhibit G. The revising Party shall update the Exhibit G revision history table and send the revised Exhibit G asking for agreement on the revision to be indicated by representative signature and return. This Agreement may be executed in several counterparts, all of which taken together will constitute one agreement and may be executed by electronic signature and delivered electronically. The parties have executed this Agreement as of the last date indicated below.

Exhibit I Revision History				
Revision #	Revising Party and Description of change	Date		
0	North Mountain O&M Agreement Effective	08/01/2022		

5. Revision Approval

a. Parties' approval of revision "0" of Exhibit G Security and Access Control indicated below by signature.

ACCEPTING FOR THE CITY OF SEATTLE, CITY LIGHT DEPARTMENT

Mike Haynes Assistant General Manager

Date:_____

ACCEPTING FOR THE PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, WASHINGTON

Guy Payne, Assistant General Manager, Distribution and Engineering Services

Date:_____

Exhibit H

Operational Coordination

1. Operation

- a. Seattle shall operate its 230kV equipment and system at North Mountain substation in accordance with this Agreement, Good Utility Practice, and any other applicable local, state, and federal codes and requirements.
- b. The District shall operate its 230-12.5kV transformer and 12.5kV distribution system at the North Mountain substation in accordance with this Agreement, Good Utility Practice, and any other applicable local, state, and federal codes and requirements.
- c. If, in Seattle's opinion, the District's or its customers' operation or maintenance of their facilities in or connected to the Substation is unsafe or may otherwise adversely affect Seattle's power equipment, personnel or service to its customers, Seattle may physically interrupt the flow of energy to the Substation or take any other steps the City deems appropriate.

2. Dispatching

- **a.** Under normal conditions, the Seattle's Senior Power Dispatcher has authority and the responsibility for operation of the 230-kV components of the North Mountain Substation and the Dist1ict's Power Dispatcher has authority and the responsibility for operation of the I2.5kV components of the Substation. Seattle's Senior Power Dispatcher shall act as the intermediary between the District's Power Dispatcher and Bonneville Power Administration's Transmission for the purpose of North Mountain Substation transmission operations
 - i. Seattle's Senior Power Dispatcher shall have the right to require switching changes within the capability of the North Mountain Substation by telephone request to the District's Power Dispatcher.
 - ii. Voltage Control The Parties' Power Dispatchers shall mutually establish standing orders to require the 7.25 MW Hampton Lumber Generator (the "Generating Project") to absorb reactive power (i.e., volt-amperes reactive or "VAR") upon request by the Seattle's Power Dispatcher. The purpose is to reduce excessive voltage in Seattle's 230kV system. The amount of reactive power that the Generating Project may be required to absorb shall be limited to the Generating Project' s safe and stable operating limits. Seattle's Power Dispatcher, at his/her sole discretion may verbally request that the District's Power Dispatcher assist Seattle in altering the 230kV voltage and the District' s Power Dispatcher shall use

his/he r best efforts to accommodate such request. The District shall provide Seattle's Power Dispatcher with the Generating Project's current generation capability curve. which will be used to determine the safe and stable operating limits.

- iii. Switchyard Control North Mountain 230-kV transformer bushings (high side) shall be recognized as the interconnection point between the District and Seattle. Switches labeled " Disconnect 240 Bank 11" and "Disconnect 240 Bank 12" and all equipment on Seattle's side of the jurisdictional boundary shall be under control of the Seattle's Power Dispatcher. All equipment associated with the District's distribution system on the District's side (i.e., the 12.5kV or "low" side) of the transformer shall be under control of the District's Power Dispatcher.
- iv. Emergency Operations The District's Power Dispatcher and Seattle's Senior Power Dispatcher shall establish standing orders that provide that under certain emergency conditions, Seattle may, in its sole discretion, make verbal requests directly to the District's Substation Operator to change the distribution station configuration to assist in arresting emergency conditions.
- v. System Priorities If the emergency condition results in a system blackout or separation of Seattle's Skagit generation. The first priority of the Parties' Power Dispatchers shall be to restore the electric system and bring voltage and frequency into acceptable operating ranges. During the system restoration, Seattle's Senior Power Dispatcher may, in his/her sole discretion, verbally request that the District's Power Dispatcher shut down or separate the Hampton Generation Project from the District's distribution system and the District's Power Dispatcher shall promptly comply with such request. During the system restoration, restoration process, Seattle may adjust its generation schedules appropriately.
- vi. Seattle's Senior Power Dispatcher in an emergency, shall have the right to curtail or interrupt the operation of the Generating Project, in part or in whole, to prevent overload of Seattle's facilities due to (a) failure of a sectionalizing breaker at Seattle's Bothell Substation, (b) scheduled or unscheduled outages of multiple 230kV lines between the City's Skagit generating plants and Bothell Substation, or (c) multiple 115kV line outages in the City's electric system
- vii. The District's Power Dispatcher shall immediately notify Seattle's Senior Power Dispatcher of any abnormal distribution system switching conditions, including the closure of the District's 12.5kV interconnection to its Oso Substation.
- viii. Seattle's Power Dispatcher shall immediately notify the District's Power Dispatcher of any abnormal condition that will adversely affect North Mountain load carrying capability.

3. Outage Coordination

- a. The Party's will provide notice of planned outages of 230kV or 12.5kV equipment to the other Party's outage coordination office in accordance with the Regional Reliability Coordinator's Outage Coordination Policy requirements.
- b. The Party's will provide notice of planned outages of meter, communication, or relay equipment a minimum of 48 hours in advance of the planned outage.

4. Formal Notices of an Operating Nature

a. Formal Notices should be communicated per Exhibit I.

5. Revisions to Exhibit H

Either Party may propose to revise Exhibit H. The revising Party shall update the Exhibit H revision history table and send the revised Exhibit H with a signed letter asking for agreement on the revision to be indicated by representative signature and return. This Agreement may be executed in several counterparts, all of which taken together will constitute one agreement and may be executed by electronic signature and delivered electronically. The parties have executed this Agreement as of the last date indicated below.

Exhibit H Revision History			
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0	North Mountain O&M Agreement Effective	08/01/2022	

6. Revision Approval

a. Parties' approval of revision "0" of Exhibit G Security and Access Control indicated below by signature.

ACCEPTING FOR THE CITY OF SEATTLE, CITY LIGHT DEPARTMENT

Mike Haynes Assistant General Manager

Date:_____

ACCEPTING FOR THE PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, WASHINGTON

Guy Payne, Assistant General Manager, Distribution and Engineering Services

Date:_____

Exhibit I

North Mountain Notices

1. NOTICES RELATING TO PROVISIONS OF THE AGREEMENT

Any notice required under this Agreement shall either be in writing with proof of receipt by a nationally recognized delivery service or transmitted electronically. Notices are effective when received by the Party's Representative of delegate.

For purposes of this agreement, the District's Representative shall be:

Guy Payne Assistant General Manager, Distribution & Engineering Services Public Utility District No. 1 of Snohomish County Washington P.O. Box 1107 Everett, WA 98206 Email: gopayne@snopud.com Phone: 425-783-4201

For the purposes of this agreement, Seattle's Representative shall be:

Andrew Strong Director of Power Management 700 5th Avenue, Suite 3300 Seattle, WA 98104 Email: Andrew.Strong@seattle.gov Phone: (206) 684-3806

2. Notices of an Operating Nature

The Parties will provide contact information for high level coordination of operational activities. Such operational activities shall include, but are not limited to outage coordination, system dispatch, and safety.

For purposes of this agreement, the District's Operations Coordinator shall be:

System Operations 24/7 Contact Public Utility District No. 1 of Snohomish County Washington P.O. Box 1107 Everett, WA 98206 Email: <u>energycontrolcenter@snopud.com</u> Phone: 425-783-5040 Paige Olson Energy Control Superintendent Public Utility District No. 1 of Snohomish County Washington P.O. Box 1107 Everett, WA 98206 Email: <u>plolson@snopud.com</u> Phone: 425-783-5034

For purposes of this agreement, Seattle's Operations Coordinator shall be:

System Operations 24/7 Contact Phone: 206-706-0204

Kurt Pullman System Operations Director Email: Kurt.Pullman@seattle.gov Phone: (206) 743-4347 Written correspondence should be sent to Seattle's Representative for internal forwarding.

3. Notices Regarding Invoicing and Operations and Maintenance Plan, (O&M Plan)

The Parties will provide contact information for ongoing correspondence concerning invoices, the O&M Plan and emergent North Mountain Substation issues.

The District's primary and copied backup contact shall be:

John Liang Senior Regional Transmission Engineer Public Utility District No. 1 of Snohomish County Washington P.O. Box 1107 Everett, WA 98206 Email: JJLiang@snopud.com Phone: 425-783-5036

Robert Anderson Manager, Substation Engineering Public Utility District No. 1 of Snohomish County Washington P.O. Box 1107 Everett, WA 98206 Email: RSAnderson@snopud.com Phone: (425) 512-1329

Seattle's primary and copied backup contact shall be:

Michael Watkins Strategic Advisor 700 5th Avenue, Suite 3300 Seattle, WA 98104 Email: Michael.Watkins@seattle.gov Phone: (206) 684-3659

Josh Walter Supervising Strategic Advisor 700 5th Avenue, Suite 3300 Seattle, WA 98104 Email: Michael.Watkins@seattle.gov Phone: (206) 684-3654

4. Revisions to Exhibit I

Either Party may revise Exhibit I Notices. The revising Party shall update the Exhibit I revision history table and send the revised Exhibit I asking for agreement on the revision to be indicated by approval signature and return. This Agreement may be executed in several counterparts, all of which taken together will constitute one agreement and may be executed by electronic signature and delivered electronically. The parties have executed this Agreement as of the last date indicated below.

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Mike Haynes Assistant General Manager

Date:_____

ACCEPTING FOR THE PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, WASHINGTON

Guy Payne, Assistant General Manager, Distribution and Engineering Services

Date:_____