

ORDINANCE No. 122237

COUNCIL BILL No. 115702

AN ORDINANCE relating to the City Light Department; authorizing the Superintendent or his designee to enter into Amendment No. 1 to North Mountain Substation Power Transfer Agreement with Public Utility District No. 1 of Snohomish County, Washington, which will provide for interconnection of a small generator and the return of any surplus generation that flows into the City's transmission system.

COMPTROLLER FILE No. _____

Introduced: SEP 5 2006	By: GODDEN
Referred: SEP 5 2006	To: Energy and Technology
Referred:	To:
Referred:	To:
Reported: 9-18-06	Second Reading:
Third Reading: 9-18-06	Signed: 9-18-06
Presented to Mayor: 9-19-06	Approved: 9-23-06
Returned to City Clerk: 9-28-06	Published: Title 3
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

Dean Godden
The City of Seattle--Legislative Department

Date Reported
and Adopted

REPORT OF COMMITTEE

Honorable President:

Your Committee on _____

to which was referred the within Council Bill No. _____
report that we have considered the same and respectfully recommend that the same:

9/13/06 DO PASS - JG, DD

9-18-06 Passed 8-0 (Absent: Steenbrueck)

Law Department

Committee Chair *(Signature)*

ORDINANCE 122237

AN ORDINANCE relating to the City Light Department; authorizing the Superintendent or his designee to enter into Amendment No. 1 to North Mountain Substation Power Transfer Agreement with Public Utility District No. 1 of Snohomish County, Washington, which will provide for interconnection of a small generator and the return of any surplus generation that flows into the City's transmission system.

WHEREAS, in 1991, the Public Utility District No. 1 of Snohomish County, Washington ("District") and the City executed a Power Transfer Agreement that provides for the transfer of power from Bonneville Power Administration to the District at the City's North Mountain Substation; and

WHEREAS, the District has negotiated an agreement with one of its retail customers to interconnect a 7.25-MW generator at a lumber mill near Darrington, Washington; and

WHEREAS, the Power Transfer Agreement specifically prohibits the District from interconnecting generation in the area served by the North Mountain Substation without first negotiating an amendment of its Power Transfer Agreement with the City to provide for such interconnection; and

WHEREAS, the District and the City have determined that the proposed Hampton Mill Generator may safely interconnect to the District's distribution system in the Darrington area and operate as planned with no adverse impact on the City's transmission system; and

WHEREAS, the District and the City have agreed that the City should be compensated for tracking and returning any surplus generation that flows into the City's transmission system; and

WHEREAS, the District and the City have negotiated Amendment No. 1 to the North Mountain Substation Power Transfer Agreement, which will provide for interconnection of the Hampton Mill Generator and update the joint operating criteria to ensure safe and reliable operation of the generator; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Superintendent of the City Light Department, or his designee, is hereby authorized to enter into Amendment No. 1 to the North Mountain Substation Power Transfer

1 Agreement, substantially in the form attached to this ordinance as Exhibit A. This amendment
2 allows the City to accommodate the desire of the Public Utility District No. 1 of Snohomish
3 County, Washington ("District") to interconnect a generator to its customer in the Darrington
4 area under specific operating criteria that will provide for safe and reliable operation of the
5 City's electric system. The amendment also allows the City Light Department to charge an
6 additional fee to track and return to the District any surplus generation that may flow into the
7 City's electric system as a result of the operation of the Hampton Generating Project. The
8 Superintendent, or his designee, is further authorized to revise the amended Power Transfer
9 Agreement in the future to accommodate changes in the capacity of the Hampton Generating
10 Project or interconnection of new generators that the City Light Department then determines
11 would have no significant impact on its operations.
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14 Section 2. Any acts taken in furtherance of this ordinance that are taken after its passage,
15 but prior to its effective date, are hereby ratified and confirmed.
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Section 3. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 18th day of September, 2006, and signed by me in open session in authentication of its passage this 18th day of September, 2006.



President _____ of the City Council

Approved by me this 25th day of September, 2006.



Gregory J. Nickels, Mayor

Filed by me this 28th day of Sept, 2006.



City Clerk

(Seal)

Exhibit A: Amendment No. 1 to North Mountain Substation Power Transfer Agreement

AMENDMENT NO. 1 TO NORTH MOUNTAIN SUBSTATION POWER TRANSFER AGREEMENT

This Amendment No. 1 to the North Mountain Substation Power Transfer Agreement ("Amendment") is entered into as of _____, 2006 by and between the City of Seattle, Washington, acting by and through its City Light Department ("City") and Public Utility District No. 1 of Snohomish County, Washington ("District") to amend the North Mountain Substation Power Transfer Agreement dated September 15, 1991 ("Power Transfer Agreement"). The City and the District are each sometimes referred to individually in this Amendment as "Party"; the City and the District are sometimes referred to together in this Amendment as "Parties." Capitalized terms used in this Amendment, unless otherwise defined herein, have the meanings set forth for such terms in the Power Transfer Agreement. In consideration of the mutual promises contained herein, the Parties hereby agree to amend the Power Transfer Agreement as follows:

1. Subsection 2.2 is deleted in its entirety and the following is substituted in lieu thereof:

2.2 Exhibit A, which, together with other designated exhibits herein, is attached hereto and by this reference made a part of this Agreement, sets forth the estimated Annual Peak Demand of the District's operations in the Darrington area to be served by the North Mountain Substation. Exhibit A will be revised by the City's representative annually as of August 1 as appropriate in the manner described in Section 14 to reflect the highest actual peak demand measured at the Point of Delivery for the previous 12 months, except it shall not be set at a demand level less than 11 MW and is subject to the Maximum Peak Demand limitation set forth in Subsection 2.1.

2. Subsection 2.4 is deleted in its entirety and the following is substituted in lieu thereof:

2.4 The transfer service provided pursuant to the Agreement is predicated on the fact that no generating facilities, other than the 7.25 MW Hampton Wood Waste Generating Project or its successor project of the same capacity ("Generating Project"), are currently operating in the Darrington area and interconnected to the District's distribution system. The District agrees that it will not increase the generating capability of the Generation Project nor interconnect any other generation (including cogeneration, etc.) facility to the District's distribution system in the Darrington area without the City's approval.

3. The following new section shall be added immediately following Section 2.6:

2.7 In the event that generation from the Generating Project exceeds the District's load in the Darrington area ("Excess Generation") and flows onto the City's transmission lines at the point of interconnection between the parties at North Mountain Substation, the City will return such Excess Generation to the District consistent with the procedures defined below.

2.7.1 The City shall track the hourly net energy inflow at the point of interconnection between the parties at North Mountain Substation in order to return such Excess Generation to the District at Snohomish Substation. From Wednesday through Tuesday each week, the City



shall record the hourly net energy amount of Excess Generation in whole megawatts (MW) as read from the City's meters at the point of interconnection between the parties in the North Mountain Substation, which is recorded in the City's Energy Management System (Actual Interchange Log). By the close of business on Friday of each week, the City and the District shall confirm the plan for scheduling the return of hourly Excess Generation; otherwise the City may schedule the return of Excess Generation according to the data from its Energy Management System. By Tuesday each week, the City shall schedule, in accordance with accustomed industry scheduling practices and procedures, the return of hourly Excess Generation to the District for the following Wednesday through Tuesday during like hours and in the same amounts as occurred 336 hours (two weeks) earlier. These scheduling procedures may be modified by mutual agreement documented in writing and signed by both parties.

2.7.2 For the services provided by the City related to return of Excess Generation described above, the District shall pay the City a flat fee added to the monthly invoice prepared pursuant to Section 7 and paid according to this Power Transfer Agreement. The amount of the flat fee shall be \$1,000 per calendar month. The parties shall mutually review the fee for Excess Generation return service under the following circumstances: (1) every five years beginning August 1, 2011, (2) if the amount of hourly Excess Generation exceeds 7 MW, or (3) if the occurrence of Excess Generation exceeds 300 hours per month. Upon review of the service fee, if the parties cannot reach mutual agreement, the City may discontinue providing the Excess Generation return service to the District and the City shall have no further responsibility with respect to return of Excess Generation to the District.

2.7.3 Should the City file an open access transmission tariff with its regulatory entity prior to the expiration of this Agreement, the City may convert the Excess Generation return service described herein to a comparable service that is made available under the City's approved tariff.

2.7.4 The District may terminate the return service described in this Section 2.7 upon one year's written notice to the City and upon the effective date of such termination, the City shall have no further responsibility with respect to return of Excess Generation.

4. Subsection 6.1 is deleted in its entirety and the following is substituted in lieu thereof:

6.1 Scheduling, dispatching, communications and other aspects of this Agreement will be established and coordinated between the District and the City in accordance with the operating criteria set forth in Exhibit C, Revision No. 1, North Mountain Substation Operating Criteria dated June 2006. Exhibit C may be changed by the City's Representative by notice to the District's Representative given in the manner described in Section 14.

5. Section 14 is deleted in its entirety and the following is substituted in lieu thereof:

14.0 Representatives of the Parties – Notices

All notices described herein shall be in writing and be delivered to the Representatives of the Parties as follows:

14.1 To the City:

Customer Service and Energy Delivery Officer
Seattle City Light
PO Box 34023
Seattle, WA 98124-4023

With copies of any notices, demands or requests also sent to:

Manager, Wholesale Contracts
Power Management Division
Seattle City Light
PO Box 34023
Seattle, WA 98124-4023

14.2 To the District:

Assistant General Manager
Distribution and Engineering Services
Snohomish County Public Utility District
1802 75th Street SW, Mail Stop 01
PO Box 1107
Everett, WA 98206

With copies of any notices, demands or requests also sent to:

Substation Engineering Manager
Snohomish County Public Utility District
1802 75th Street SW, Mail Stop 01
PO Box 1107
Everett, WA 98206

14.3 Any notice, demand or request to either Party under this Agreement, or any revision of Exhibits provided for herein shall be deemed properly given or made on the date delivered in person, in writing, or sent via certified mail, return receipt requested, by the Representative of one Party to the Representative of the other Party.



6. All of the provisions of the Power Transfer Agreement, as modified by this Amendment, remain in full force and effect.

THE CITY OF SEATTLE,
CITY LIGHT DEPARTMENT

PUBLIC UTILITY DISTRICT NO. 1 OF
SNOHOMISH COUNTY

By: ***Ordinance attachment – Do
Not Sign***

By: _____

Name: Chris Heimgartner

Name: _____

Title: Customer Service and Energy
Delivery Officer

Title: _____

Attachment 1: North Mountain Substation Operating Criteria

NORTH MOUNTAIN SUBSTATION OPERATING CRITERIA

I. DISPATCHING

Under normal conditions, the City's Power Dispatcher has authority and the responsibility for operation of the 230-kV components of the North Mountain Substation and the District's Power Dispatcher has authority and the responsibility for operation of the 12-kV components of the Substation. The City's Power Dispatcher shall act as the intermediary between the District's Power Dispatcher and Bonneville Power Administration's Transmission Business Line ("BPAT") for the purpose of North Mountain Substation transmission operations.

1) Reactive and Voltage Control

The City's 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. Such changes shall be made within twenty (20) minutes of the request.

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 City's Power Dispatcher. The purpose is to reduce excessive voltage in the City's 230-kV 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. The City's Power Dispatcher, at his/her sole discretion may verbally request that the District's Power Dispatcher assist the City in altering the 230-kV voltage and the District's Power Dispatcher shall use his/her best efforts to accommodate such request. The District's Power Dispatcher shall be responsible for calling the Generating Project's Operator and completing required adjustments within 20 minutes of contact by the City's Power Dispatcher. The District shall provide the City's Power Dispatcher with the Generating Project's current generation capability curve, which will be used to determine the safe and stable operating limits.

2) Switchyard Control

The North Mountain 230-kV transformer bushings (high side) shall be recognized as the interconnection point between the District and the City. Switches labeled "Disconnect 240 Bank 11" and "Disconnect 240 Bank 12" and all equipment on the City's side of the jurisdictional boundary shall be under control of the City's Power Dispatcher. All equipment associated with the District's distribution system on the District's side (i.e.,

the 12-kV or "low" side) of the transformer shall be under control of the District's Power Dispatcher.

3) North Mountain Emergency Operating Plan

The District's Power Dispatcher and the City's Power Dispatcher shall establish standing orders that provide that under certain emergency conditions, the City 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, pursuant to the arrangements specified in the 1991 North Mountain Substation Operation and Maintenance Agreement between the Parties, as amended.

If the emergency condition results in a system blackout or separation of the City's generation from the City's control area (i.e., one or more generators trip off-line), 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, the City's Power Dispatcher may, in his/her sole discretion, verbally request that the District's Power Dispatcher shut down or separate the Generating Project from the District's distribution system and the District's Power Dispatcher shall promptly comply with such request. During the system restoration process, the City may adjust its generation schedules appropriately.

4) Generator Operating Status

The District's Power Dispatcher shall notify the City's Power Dispatcher of any change in operating status of the Generating Project within 20 minutes of "running" status or "out-of-service" status. In the case where there are repeated starts and stops of the Generating Project for testing, a single call to notify the City Dispatcher of the test is sufficient. When the test is complete and the system is restored to normal, the District's Power Dispatcher shall also notify the City's Power Dispatcher of the new change of status.

5) Increased Output Notification

The District's Power Dispatcher shall promptly notify the City's Power Dispatcher of any increase in the output of the Generating Project exceeding 8.7 MW (120 percent of 7.25 MW). If the Generating Project output is expected to exceed 8.7 MW on a sustained basis for more than 14 days, the District's Chief Dispatcher shall so notify the City's Customer Service and Energy Delivery Officer in writing, with a copy to the City's Director of System Operations. The letter shall clearly outline the increase in planned generation and duration of the increase.

6) Curtailment of the Generating Project

The City's Power Scheduler (or the City's 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 the City's facilities due to (a) failure of a sectionalizing breaker at the City's Bothell Substation, (b) scheduled or unscheduled outages of multiple 230-kV lines between the City's Skagit generating plants and Bothell Substation, or (c) multiple 115-kV line outages in the City's electric system.

7) Other Notification Requirements

The District's Power Dispatcher shall immediately notify the City's Power Dispatcher of any abnormal distribution system switching conditions, including the closure of the District's 12-kV interconnection to its Oso Substation.

The City's Power Dispatcher shall immediately notify the District's Power Dispatcher of any conditions on the City's system that will adversely affect the transfer of energy under this Agreement.

A Party shall provide advance notice to the other Party of routine maintenance at any points of integration or delivery customarily used under this Agreement.

II. SCHEDULING

The power that is transferred to the District pursuant to this Agreement is delivered (unscheduled) to the City at its interconnections with BPAT, while the City simultaneously delivers (unscheduled) an equivalent amount of power to the District at the North Mountain Substation. Any scheduling necessary for power transfers between BPAT and the City made pursuant to this Agreement shall be done on Pacific Time between the City's Power Scheduler and BPAT's dispatchers.

1) Actual Transmission

The City will provide BPAT with hourly readings of kilowatt-hour meters from the North Mountain Substation until BPAT's telemetry at Snohomish Substation is expanded or until such time that BPAT no longer has use for such information.

2) Losses

The District shall compensate the City for losses on the City's transmission system associated with power transfers to the District in accordance with Section 7 of this

Agreement.

3) Excess Generation

The City will track net hourly energy inflow of Excess Generation from the Generating Project to the City's system and shall return such energy to the District as provided in Section 2.7 of this Agreement.

III. CONTROL AREA SERVICES

BPAT provides the District control area services including Automatic Generation Control ("AGC"). BPAT monitors the District's load and provides load following generation including the District's demand at North Mountain Substation.

1) AGC Telemetry

The Parties have agreed that the North Mountain 230-kV breakers 240-95 and 240-96 (breakers for the Gorge-North Mountain transmission line) shall be recognized as the AGC telemetry points separating the District from the City. Thus, all the District's North Mountain Substation load, transformer losses and losses on the Snohomish-North Mountain 230 kV transmission line shall be considered parts of the District's aggregate load served by BPAT's control area services, including AGC control.

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
City Light	Cindy Wright/386-4533	Thomas Dunlap/386-9120

Legislation Title: AN ORDINANCE relating to the City Light Department; authorizing the Superintendent or his designee to enter into Amendment No. 1 to North Mountain Substation Power Transfer Agreement with Public Utility District No. 1 of Snohomish County, Washington, which will provide for interconnection of a small generator and the return of any surplus generation that flows into the City's transmission system.

- **Summary of the Legislation:** This ordinance will authorize City Light to execute an amendment to its Power Transfer Agreement with Public Utility District No. 1 of Snohomish County, Washington ("District"), which will allow the District to interconnect a small generator to its distribution system in the Darrington area that is served through the City's North Mountain Substation. It will also allow City Light to charge the District an additional \$1,000 per month for tracking and returning any Excess Generation from the generator that flows into our Skagit transmission lines.
- **Background:** *(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):*

In 1991, the District and the City executed a Power Transfer Agreement (pursuant to Ordinance No. 115624) that provides for the transfer of the District's firm power from Bonneville Power Administration to the District at the City's North Mountain Substation. This Agreement prohibits the interconnection of generation to the District's system in the Darrington load area until the District negotiates an appropriate Power Transfer Agreement amendment and modified operating criteria with City Light.

In 2004, the District approached City Light about studying the impact of connecting a small co-generator to the District's distribution system at the Hampton Lumber Mill in the Darrington area. City Light's engineering staff studied the technical aspects of this proposal (pursuant to a cost reimbursement agreement with the District) and determined that there would be no significant impact resulting from the interconnection of the generator, providing appropriate operating guidelines or criteria were agreed between the utilities.

In 2005, the District and the City began to negotiate the required contract amendment and modified operation criteria to ensure safe and reliable operation of the proposed generator. The parties also agreed that the City should be compensated for tracking and returning any surplus generation that flows into the City's transmission system.

Now the District and the City have completed negotiation of Amendment No. 1 to the North Mountain Substation Power Transfer Agreement, which will provide for interconnection of the Hampton Mill Generator and update the joint operating criteria to ensure safe and reliable operation of that generator. An ordinance is required to amend the 1991 Power Transfer Agreement.

- Please check one of the following:

 This legislation does not have any financial implications. (Stop here and delete the remainder of this document prior to saving and printing.)

 X **This legislation has financial implications.** (Please complete all relevant sections that follow.)

***Appropriations:** This table should reflect appropriations that are a direct result of this legislation. In the event that the project/ programs associated with this ordinance have appropriations that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below.*

Fund Name and Number	Department	Budget Control Level*	2006 Appropriation	2007 Anticipated Appropriation
TOTAL				

*See budget book to obtain the appropriate Budget Control Level for your department.

Notes: None

***Anticipated Revenue/Reimbursement: Resulting From This Legislation:** This table should reflect revenues/reimbursements that are a direct result of this legislation. In the event that the issues/projects associated with this ordinance/resolution have revenues or reimbursements that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below the table.*

Fund Name and Number	Department	Revenue Source	2006 Revenue	2007 Revenue
TOTAL				

Notes: Under this proposed amendment, City Light will add a \$1,000 charge to its monthly invoices to the District for power transfer service as compensation for tracking and scheduling the return of surplus generation ("Excess Generation") that flows into the City's transmission system. If the amendment is approved, City Light will continue to bill the District demand and energy charges as before; however, the amount of energy transferred to

the District by City Light will decline as a result of the operation of the generator, which will partially supply energy for the local load. Although the future output and operation of the 7.25-MW generator is somewhat uncertain, its round-the-clock operation could be expected to reduce the energy transfers by about 4 aMW. This will result in a reduction (approximately \$20,000) in City Light's collection of energy transfer charges. Thus, the net reduction of City Light's total wholesale operating revenues as a result of this amendment is expected to be about \$8,000 (\$20,000 - \$12,000) per year.

Total Regular Positions Created Or Abrogated Through This Legislation, Including FTE Impact: *This table should only reflect the actual number of positions created by this legislation. In the event that positions have been, or will be, created as a result of previous or future legislation or budget actions, please provide details in the Notes section below the table.*

Position Title and Department*	Fund Name	Fund Number	Part-Time/Full Time	2006 Positions	2006 FTE	2007 Positions**	2007 FTE**
TOTAL							

* List each position separately

** 2007 positions and FTE are total 2007 position changes resulting from this legislation, not incremental changes. Therefore, under 2007, please be sure to include any continuing positions from 2006

Notes: None

- **Do positions sunset in the future?** (If yes, identify sunset date):

Spending/Cash Flow: *This table should be completed only in those cases where part or all of the funds authorized by this legislation will be spent in a different year than when they were appropriated (e.g., as in the case of certain grants and capital projects). Details surrounding spending that will occur in future years should be provided in the Notes section below the table.*

Fund Name and Number	Department	Budget Control Level*	2006 Expenditures	2007 Anticipated Expenditures
TOTAL				

* See budget book to obtain the appropriate Budget Control Level for your department.

Notes: Not applicable

- **What is the financial cost of not implementing the legislation?** *(Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented.)*

There would probably be no direct cost; however, the unresolved contractual issue (the current agreement prohibits a generation interconnection) creates a legal obstruction to the District's resource development plans, which might eventually precipitate a dispute with this neighboring utility.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** *(Include any potential alternatives to the proposed legislation, such as reducing fee-supported activities, identifying outside funding sources for fee-supported activities, etc.)*

City Light could agree to the generator interconnection without collecting incremental compensation for tracking and scheduling the return of Excess Generation. In this case, the total loss of power transfer revenue would increase from \$8,000 to \$20,000 per year. An ordinance will still be required to authorize City Light's execution of the Power Transfer Agreement amendment.

- **Is the legislation subject to public hearing requirements?** *(If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future.)*

No; however, the ordinance will be discussed in a public session of the Energy and Technology Subcommittee.

- **Other Issues** *(including long-term implications of the legislation):*

Our accommodation of the District's interests in this matter will help City Light maintain a cooperative working relationship with its neighboring public utility.

Please list attachments to the fiscal note below: None



City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

August 8, 2006

Honorable Nick Licata
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Licata:

I am transmitting the attached proposed Council Bill that will allow the City Light Department to execute Amendment No. 1 to North Mountain Power Transfer Agreement with Public Utility District No. 1 of Snohomish County (the "District"). The proposed amendment will modify the 1991 Power Transfer Agreement to accommodate interconnection of a small generator at a lumber mill in the Darrington Area. The amendment also makes provision for the City's return of any surplus generation that may flow onto the City's Skagit transmission lines.

At the District's request, representatives of City Light and the District met to analyze plans for interconnection of the Hampton Lumber Mill Generator to the District's distribution system that is interconnected to the City's facilities at North Mountain Substation. City Light engineers have determined that no adverse operating impacts are expected to result from the interconnection and operation of the proposed generator. The District has agreed to compensate City Light for scheduling the return of any excess generation that may flow into the City's system. The original operating criteria (Exhibit C to the Power Transfer Agreement) will also be revised to ensure that the City and the District continue to cooperatively operate the interconnection at North Mountain Substation in a safe and reliable manner.

Your approval of the proposed ordinance will help City Light maintain a positive working relationship with the District. Thank you for your consideration of this legislation. Should you have questions, please contact Cindy Wright at 386-4533.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Nickels", written over a horizontal line.

GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, Email: mayors.office@seattle.gov

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STATE OF WASHINGTON – KING COUNTY

--SS.

203005
CITY OF SEATTLE, CLERKS OFFICE

No. TITLE ONLY

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

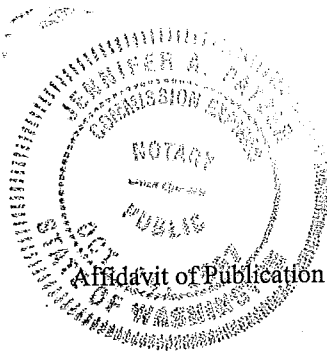
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:122234,36-38,40-41&45

was published on

10/02/06

The amount of the fee charged for the foregoing publication is the sum of \$ 110.40, which amount has been paid in full.



[Signature]
Subscribed and sworn to before me on
10/02/06 *[Signature]*
Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on September 18, 2006, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 122245

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 122240

AN ORDINANCE relating to urban forest management; removing a budget provision restricting expenditure of an appropriation in the 2006 Budget for activities that improve the city's urban forest; transferring the appropriation from Finance General to the Department of Parks and Recreation and the Department of Transportation; and transferring cash from the General Subfund to the Transportation Operating Fund and the Park and Recreation Fund.

ORDINANCE NO. 122241

AN ORDINANCE authorizing Seattle Public Utilities to enter into an agreement with other sewer and water agencies for emergency management purposes; allowing for the voluntary provision and receipt of available resources in the event of a disaster or emergency; and granting authority for similar future agreements.

ORDINANCE NO. 122238

AN ORDINANCE relating to land acquisitions under the City's Early Action Program; authorizing the Superintendent of City Light to execute a Deed of Right for salmon recovery and conservation purposes for the benefit of the State of Washington Salmon Recovery Funding Board.

ORDINANCE NO. 122237

AN ORDINANCE relating to the City Light Department, authorizing the Superintendent or his designee to enter into Amendment No. 1 to North Mountain Substation Power Transfer Agreement with Public Utility District No. 1 of Shoshone County, Washington, which will provide for interconnection of a small generator and the return of any surplus generation that flows into the City's transmission system.

ORDINANCE NO. 122236

AN ORDINANCE relating to low-income housing; authorizing an amendment to the Housing Cooperation Agreement authorized by Ordinances 112904 and 113562 between The City of Seattle and the Housing Authority of the City of Seattle concerning the 1986 Seattle Housing Levy; making changes in the Scattered Site Housing for Large Families Program; authorizing the sale of up to 46 Scattered Site units by Seattle Housing Authority and amending Ordinance 112904 to allow the use of the sale proceeds by the Seattle Housing Authority for relocation of tenants and other costs related to the sales and to replacement affordable units; and authorizing related agreements and actions.

ORDINANCE NO. 122234

AN ORDINANCE relating to the transfer of City real property; authorizing the transfer of 1618-30 South Dearborn Street to the Low-income Housing Institute or its designee; authorizing the Director of the Office of Housing to execute, deliver, and administer the contract for transfer of land, deed, and related documents; and ratifying and confirming prior acts.

Publication ordered by JUDITH PIPPIN,
City Clerk

Date of publication in the Seattle Daily