

ORDINANCE No. 117998

COUNCIL BILL No. 111089

INDEXED

*Law Department*

The City of Seattle--Legislative De

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COUNCIL MEMBER

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 th

*Full Council vote 7-0*

COMPTROLLER FILE No. \_\_\_\_\_

Introduced: <i>JAN 11 1995</i>	By: <b>PAGELER</b>
Referred: <i>JAN 16 1995</i>	To: UTILITIES & ENVIRONMENTAL MANAGEMENT COMMITTEE
Referred:	To:
Referred:	To:
Reported: <i>JAN 23 1995</i>	Second Reading: <i>JAN 29 1995</i>
Third Reading: <i>JAN 29 1995</i>	Signed: <i>JAN 29 1995</i>
Presented to Mayor: <i>JAN 30 1995</i>	Approved: <i>FEB 1 1995</i>
Returned to City Clerk: <i>FEB 2 - 1995</i>	Published: <i>title 3</i>
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

*Disc*

*(OK)*

Committee Chair

ORDINANCE 117998

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5 AN ORDINANCE relating to the City Light Department; authorizing  
6 the execution of the Boundary Transmission Tap Line  
7 Agreement and the Amendment to December 20, 1965 Agreement  
8 between the City of Seattle ("City") and Public Utility  
9 District No. 1 of Pend Oreille County, Washington  
10 ("District").

11  
12 WHEREAS, the City owns a 115 kV transmission line that runs  
13 between the Boundary Substation to the Bonneville Power  
14 Administration's Metaline Falls Tap Line which is known as  
15 the Boundary Tap Line, which was built at the time of  
16 construction of the Boundary Project to provide service to  
17 the construction facilities and site; and

18 WHEREAS, on December 20, 1965 the City and the District, executed  
19 an agreement relating to the delivery of encroachment power  
20 by the City to the District which power is delivered at the  
21 District's Box Canyon Substation; and

22 WHEREAS, the District is willing to upgrade and reinforce the  
23 Boundary Tap Line as well as allow the City to deliver the  
24 encroachment power to the District at the Boundary  
25 Substation rather than at the Box Canyon Substation in  
26 consideration for receiving the use of 50 percent of the  
capacity of such line; Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Superintendent of the City Light Department  
is authorized to execute for and on behalf of the City the  
agreements entitled, "Boundary Transmission Tap Line Agreement"  
and "Amendment to December 20, 1965 Agreement", substantially in  
the form of the attached agreements. The Boundary Transmission  
Tap Line Agreement provides for the District to upgrade and  
reinforce the City's Boundary Tap Line in exchange for a one-half

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1 capacity interest in that transmission line. The Amendment to  
2 December 20, 1965 Agreement effects the Boundary Tap Line upgrade  
3 and transfers the point of delivery of encroachment power from  
4 Box Canyon Substation to Boundary Substation.

5  
6 Section 2. Any other act consistent with the authority and  
7 prior to the effective date of this ordinance is hereby ratified  
8 and confirmed.

9  
10 Section 3. This ordinance shall take effect and be in force  
11 thirty (30) days from and after its approval by the Mayor, but if  
12 not approved and returned by the Mayor within ten (10) days after  
13 presentation, it shall take effect as provided by Municipal Code  
14 Section 1.04.020.

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Passed by the City Council the 29 day of January,  
1995, and signed by me in open session in authentication of its  
passage this 29 day of January, 1995.

Jim Dease  
President \_\_\_\_\_ of the City Council

Approved by me this 1 day of February, 1995.

Norman B. Rice  
Mayor

Filed by me this 1 day of February, 1995.

Margaret Carter  
City Clerk

(Seal)

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BOUNDARY TRANSMISSION TAP LINE AGREEMENT AND AMENDMENT TO  
DECEMBER 20, 1965 AGREEMENT  
FACT SHEET

History of Boundary Tap Line

- The City owns an 8.9 mile 115 kV transmission line ("Boundary Tap Line") that runs from the substation at Boundary Project to the Bonneville Power Administration's (BPA) Metaline Falls Tap at Metaline Falls.
- The City executed an agreement with BPA for BPA's exclusive use of the Boundary Tap Line in 1969. It expired in 1990, and was subsequently extended for one year at a time until a new lease, known as the "BPA Lease", was executed on November 1, 1993.
- The BPA Lease terminates on December 31, 2002, or on two years' written notice from the City to BPA.
- The City currently receives about \$18,000 per year from BPA for the lease of the Boundary Tap Line. BPA pays the operation and maintenance costs, including line patrolling, brush control, and maintenance repairs at a cost of about \$10,000 per year. Capital replacements are billable to the City, but are added to the total cost of the line and recovered at an annual interest rate of 9 percent from BPA in the monthly lease payments.

History of Box Canyon Encroachment Compensation

- The Federal Energy Regulatory Commission license for Boundary Project No. 2144 required the City to compensate the Public Utility District No. 1 of Pend Oreille County (District) for the Boundary Reservoir encroachment onto the Box Canyon tailrace because this encroachment reduces the capacity of the Box Canyon Project.
- On December 20, 1965, the City and the District executed an agreement which provides for the City to make this compensation in the form of power delivered to the District via BPA transmission lines to the District's Box Canyon Project.
- The City signed a power purchase agreement with the District in 1956 that delivers firm energy from Box Canyon to the City at Box Canyon Substation until 2005. Box Canyon encroachment compensation is currently credited against this firm energy delivery when City Light's firm energy entitlement is greater than the encroachment because this reduces the City's cost of transmission. Currently transmission charges under BPA's Integrated Resources rate schedule are paid only on the net amount of Box Canyon firm energy less encroachment power.
- Under the existing agreements, the firm energy delivery from Box Canyon declines over time from 16 MW today to 12 MW capacity in August 2000 and will reduce to zero when the contract expires in August 2005. As early as 2000, encroachment compensation energy may exceed the peak capacity of the Box Canyon power purchase resulting in a net requirement for transmission capacity from Boundary to Box Canyon. After August 2005, when Power Purchase Contract for Box Canyon expires, the full amount of encroachment compensation energy will have to be transmitted to Box Canyon under the applicable BPA transmission rate at a projected cost of \$143,000 per year to SCL.
- Based on several decades of operation, encroachment power is typically about 10 MW, occasionally peaking as high as 13 MW. Average encroachment is about 5 MW.

Features of the Proposed Boundary Tap Line Agreement

- The District will upgrade and reinforce the Boundary Tap Line facilities to increase thermal capacity from 56.568 to 169.905 MW.
- The District would pay the full costs of the design, plans, and construction of the upgrade and reinforcements on the Boundary Tap Line.

- Upon the completion of the upgrade and reinforcement of the Boundary Tap Line by the District, the City shall transfer to the District one-half capacity interest in the use of the transmission line. The City's remaining share will be 84.9525 MW.
- The District will perform all future operation, replacements, and maintenance on the Boundary Tap Line and share the cost of these activities equally with City Light. After the Line is upgraded and reinforced at the District's expense, capital improvement and maintenance costs can be expected to be reduced significantly from the \$10,000 per year projected by BPA for several years. The District has estimated the cost of operation and maintenance and capital improvements to be approximately \$4,000 per year beginning in 1998. The City's share would be \$2,000 per year.
- The District and City Light can schedule their own power or that of a third party in an amount up to their respective capacity share (i.e., 84.9525 MW) of the Boundary Tap Line at no charge. Use of the line over the one-half capacity share shall be scheduled according to standard wheeling and scheduling practices, including payment by the scheduling Party to the other Party consistent with the approved tariff.
- Delivery of Box Canyon encroachment power shall be made to the District at the 230 kV side of the Washington Water Power transformer in the Boundary Substation, thereby eliminating the need to wheel this power over BPA lines and incur the transmission and transformation charges.
- The execution of the Amendment to December 20, 1965 Agreement is a condition precedent to this Agreement.

Features of the Proposed Amendment to December 20, 1965 Agreement

- The Box Canyon Power Purchase Agreement dated December 20, 1965 will be amended to change the point of delivery of the Box Canyon encroachment compensation power from Box Canyon Substation to the Boundary Substation. This allows this power to be delivered directly to the District, and eliminates the need to transmit it over BPA lines.
- This Amendment becomes effective on the date the District completes the construction and testing of the upgrades on the Boundary Tap Line and the District schedules its own power over the said line.

Summary

- The proposed Boundary Transmission Tap Line Agreement will enable the District to upgrade and reinforce the City's Boundary Tap Line at no cost to the City.
- The proposed Amendment to December 20, 1965 Agreement will save the City the future cost of delivering encroachment compensation power to the District by eliminating the requirement of BPA transmission which is estimated will cost \$143,000 or more per year after 2005.
- The loss of revenue (\$18,000 per year) due to termination of the BPA Lease will be offset by the reduced cost of operation and maintenance and capital improvements for several years following the Line upgrade. The City expects to incur such costs for our one-half capacity interest in the Boundary Tap Line of about \$2,000 per year beginning in 1998.

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BOUNDARY TRANSMISSION TAP LINE AGREEMENT

BETWEEN

PUBLIC UTILITY DISTRICT NO. 1

OF PEND OREILLE COUNTY

AND

THE CITY OF SEATTLE, CITY LIGHT DEPARTMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1995, by and between Public Utility District No. 1 of Pend Oreille County (hereinafter referred to as the "District") and The City of Seattle, City Light Department (hereinafter referred to as the "City"). The District and the City are individually referred to as "Party" or collectively as "Parties."

**WITNESSETH:**

**WHEREAS** the District is a municipal corporation duly organized and existing under the laws of the State of Washington, pursuant to Title 54 RCW; and

**WHEREAS** the City is a municipal corporation duly organized and authorized under the laws of the State of Washington; and

**WHEREAS** the City is the Federal Energy Regulatory Commission ("FERC") license holder of Boundary Project No. 2144, located on the Pend Oreille River, State of Washington; and

**WHEREAS** the District is the FERC license holder of Box Canyon Project No. 2042, located on the Pend Oreille River in Pend Oreille County, State of Washington; and

**WHEREAS** the Bonneville Power Administration ("BPA"), an agency of the United States, owns and operates a transmission line and substation located near the City's Boundary Project on the Pend Oreille River in Pend Oreille County, State of Washington; and

BOUNDARY TRANSMISSION TAP LINE CONTRACT

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**WHEREAS** BPA also owns and operates a 115 kV transmission line tap running from a BPA substation near the town of Addy, Washington in Stevens County to a BPA substation near the town of Metaline Falls, Washington in Pend Oreille County, Washington (hereinafter referred to as the "BPA Metaline Falls Tap"); and

**WHEREAS** the City owns a 115 kV transmission line approximately 8.9 miles long, running from the Washington Water Power ("WWP") transformer in BPA's Boundary Substation to BPA's Metaline Falls Tap near the town of Metaline Falls in Pend Oreille County, Washington, hereinafter called the "Boundary Tap Line"; and

**WHEREAS** the District is planning to construct a 115 kV transmission line running from the substation located at its Box Canyon Project on the Pend Oreille River north of the City of Ione, Washington, in Pend Oreille County to a substation in or near the City of Newport, Pend Oreille County, Washington; and

**WHEREAS** a 115 kV transmission line owned by the Bonneville Power Administration runs from the District's Box Canyon Project to the BPA Metaline Falls Tap; and

**WHEREAS** the District and the City have determined that it would be to their mutual benefit to interconnect the transmission line planned by the District with the transmission line presently owned by the City; and

**WHEREAS** it has also been determined by the District and the City that it would be to their mutual benefit if the Boundary Tap Line were upgraded and reinforced for future use; and

**WHEREAS** the District is willing to upgrade and reinforce the Boundary Tap Line in consideration for receiving the use of 50 percent of the capacity of such line; and

**WHEREAS** the City of Seattle executed on November 1, 1993, a lease for BPA's exclusive use of the Boundary Tap Line ("BPA Lease"); and

**WHEREAS** the BPA Lease terminates on December 31, 2002, at 2400 hours or two years from the receipt by BPA of written notice from the City terminating the lease;

**NOW THEREFORE**, the Parties agree as follows:

## SECTION 1 - TERM AND EXHIBITS

### A. Term of Agreement

1. This Agreement is effective as of the later of (a) the date of execution or (b) the date the BPA Lease terminates or, if BPA voluntarily relinquishes its lease with the City, on the date such voluntary termination is effective. Within 30 days of the execution of this Agreement, the City will give BPA a notice to terminate BPA Lease within 2 years of the date the said notice is received by BPA. On site construction shall not commence until all of the City's obligations under any existing BPA Lease are terminated or fulfilled.

2. This Agreement shall be in effect so long as any facilities of the Boundary Tap Line are in existence and operable, unless the Agreement is terminated by written agreement by both Parties pursuant to the terms of this Agreement. All liabilities incurred under this Agreement shall be preserved until satisfied.

### B. Exhibits

1. Exhibits A, B, C and D as defined in this section are incorporated herein as part of this Agreement. In the event of a conflict between the provisions of the Agreement and Exhibits, the Agreement shall prevail.

2. The Exhibits are defined as follows:

Exhibit A - Existing Facilities to be Upgraded and Reinforced (SCL Drawing # D19038).

Exhibit B - Description of Upgrades and Replacements (District Drawing #99D5001).

Exhibit C - Existing City Light Boundary Tap Line List of Equipment, Facilities, Easements and Permits To Which District Will Be Provided Rights For Use.

Exhibit D - Typical Annual Operational and Maintenance Budget.

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## SECTION II - UPGRADE AND REINFORCEMENT OF FACILITIES

### A. Facilities to be upgraded and reinforced

1. The Boundary Tap Line facilities to be upgraded and reinforced are set out more particularly in Exhibit A and include all structures, poles, insulators, conductors, guys, and all other structures necessary to increase the Boundary Tap Line from a thermal capacity of 56.568 megawatts to a thermal capacity of 169.905 megawatts.

2. All construction work to be performed on the Boundary Tap Line between the terminal position at the WWP Boundary Project transformer and the terminal tap at the Metaline Falls substation shall be conducted at the sole expense of the District. The District shall, as soon as practicable, design and develop detailed final plans for the upgrade and reinforcement of the Boundary Tap Line. Upon acceptance and approval in writing by the City, the District designs, specifications and plans shall become a part of this Agreement as an addendum to Exhibit B. The District shall give the City ninety (90) days written notice prior to the commencement of the reconstruction work, which work shall not begin prior to the termination of the BPA Lease. The upgrade and reinforcements construction work shall be completed within one hundred fifty (150) working days from the commencement of such construction work. Amendments to Exhibit A or B shall be revised only by the mutual agreement of the Parties.

3. The cost of the design, plans and construction of the upgrade and reinforcements to the Boundary Tap Line shall be at the sole expense of the District. The District shall comply with all the regulations of the State of Washington, Pend Oreille County and any other regulatory agency having jurisdiction over the Boundary Tap Line and shall obtain all licenses and permits necessary for performing the upgrades and reinforcements and shall pay all costs associated with the compliance of regulations and acquisition of the necessary licenses or permits.

### B. Ownership of Facilities

1. The City represents that it owns some property interests and holds access rights for the right-of-way of the Boundary Tap Line subject to the BPA Lease which will terminate by operation of the lease on December 31, 2002 or two years after BPA's receipt of the City's notice to terminate. The City's property interest in the Boundary Tap Line includes all ingress and egress permits and easements necessary for the construction, maintenance and operation of the Boundary Tap Line. The reconstruction of facilities located on government lands is subject to U.S. Forest Service approval and compliance with any new stipulations or

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conditions. The City's property interests, including ingress and egress permits and easements, if any, are listed in Exhibit C. Copies of such egress and ingress permits and leases are available to the District upon request.

2. The City is authorized by Ordinance No. \_\_\_\_\_, dated \_\_\_\_\_, 1995, to execute this Agreement with the District to upgrade and reinforce the Boundary Tap Line, and such Agreement shall be substantially in the form of this Agreement attached to the Ordinance.

3. The District is authorized by Resolution No. 1074, dated September 6, 1995, to execute this Agreement with the City to upgrade and reinforce the Boundary Tap Line, and such Agreement shall be substantially in the form of this Agreement attached to the Resolution.

#### **C. Accounting**

Within a reasonable time, but not later than sixty days, after completion of the upgrade and reinforcement construction, the District shall make a full accounting of all construction costs in writing to the City in accordance with standard utility financial accounting standards.

#### **D. Sale, Transfer or Assignment**

1. The transmission line capacity interest acquired under this Agreement shall inure to the benefit of, and shall be binding upon, the respective successors, permitted assigns, legal representatives and transferees of the Parties to this Agreement; provided, however the District shall not sell, transfer, alienate or assign any of its capacity interests or contractual rights in the Boundary Tap Line without obtaining prior written consent and approval from the City of such sale, transfer or assignment. Use of the transmission line to provide transmission service shall not be deemed to be a sale, transfer, alienation or assignment of capacity. Such consent and approval shall not be unreasonably withheld.

2. In determining whether to grant its consent or approval under this subsection, the City shall take into consideration information including but not limited to, whether the person or entity to whom the capacity interest in the Boundary Tap Line is proposed to be sold, transferred, or assigned has the financial capability to meet the maintenance and service obligations under this Agreement and whether such person or entity will operate or use the District's capacity interest in a manner to adversely affect the interest of the City and operation of the Boundary Project, or reduce the operational capability of the line or cause the City to suffer a financial loss as a result of the entity's operations on the Boundary Tap Line.

3. In the event either Party considers a sale, transfer or assignment of its contractual rights and capacity interest in the Boundary Tap Line, the Party considering the sale shall give the

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other Party first right of refusal to acquire the contractual rights or capacity interest. In the event that either Party purchases the rights or interest of the other Party the cost of the rights and interest in the Boundary Tap Line shall be negotiated between the Parties at that time

**E. Capital Replacements and Extensions**

The District shall propose to the City any planned capital replacements once every twelve months for the following calendar year of operation. The Parties shall mutually agree as to which capital replacements shall be installed by the District. The District shall not be required to submit a capital replacement proposal for years during which no capital replacement items are planned. Any equipment of the Boundary Tap Line the District replaces, including, but not limited to, poles, cross-arms, switches, and conductors for which the District normally capitalizes the cost thereof, shall be included as capital replacement items. Such replacements shall be made when existing poles, cross-arms, conductors or other capital parts have reached the end of their actual useful life. All capital replacements of existing equipment and facilities shall be made in accordance with specifications and a payment schedule, agreed upon in writing by the Parties, prior to the installation of the replacement.

**F. Access to Transmission Line Construction Sites and Substations**

The City shall at all times have access to all construction site(s) and a right to inspect the construction sites, the construction work and installation work. The City shall provide access to the District to inspect the connections within the Boundary substation as may be necessary to construct, operate and maintain the Boundary Tap Line.

**G. Testing**

Both the District and the City shall cooperate and assist in testing transmission equipment and facilities including relays, switches, meters, telemetry and communications systems. Each Party shall bear its own costs for such testing, and any testing costs shall not be included in the operation and maintenance costs.

**SECTION III - TRANSFER OF RIGHTS OF USE**

**A. Transfer**

Upon the completion of the upgrade and reinforcement of the Boundary Tap Line by the District pursuant to Section II A, the City's written approval of the completion of such

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upgrade and reinforcement construction capacity shall, together with an appropriate transfer document, constitute the conveyance, assignment, and transfer to the District a one-half (1/2) capacity interest in the use of the transmission line capacity and facilities of the upgraded and reinforced Boundary Tap Line. The rights for the use of one-half of the capacity of the upgraded and reinforced transmission line shall include all Boundary Tap Line facilities and equipment located between the terminal position of the WWP transformer and the terminal position at the switch at the BPA Metaline Falls Tap located near the town of Metaline Falls.

#### **SECTION IV - PAYMENT FOR ANNUAL MAINTENANCE AND CAPITAL BUDGET**

A. The District shall prepare and submit to the City an annual budget for all Boundary Tap Line operations, maintenance and capital items in the form of Exhibit D. That budget shall be effective only after it has been mutually agreed to by both Parties. The budget shall be submitted sixty (60) days prior to the beginning of the next calendar year and unless the City makes written objections thereto the budget shall be deemed to be accepted.

B. The City will reimburse the District on a quarterly basis for its one-half share of all costs and expenditures made in connection with annual operation, replacements and maintenance of the Boundary Tap Line as specified in Exhibits A and B and costs as detailed in Exhibit D. No reimbursement will be made by the City to the District for the initial upgrade of the line. At the end of the calendar year the District will make a full accounting of all operation and maintenance expenses for the line, and any difference between the planned and actual costs will be used to adjust the City's payment the following year.

#### **SECTION V - OPERATION, MAINTENANCE, SCHEDULING, METERING AND TRANSFER OF POWER**

##### **A. Operation**

The Boundary Tap Line will operate in the BPA control area. The District will respond to any calls from BPA, WWP, other utilities, the City, the District's employees or public that report operational or maintenance troubles on the Boundary Tap Line. The District will respond to these trouble or maintenance calls in the same manner that they would respond to a trouble report on a line owned solely by the District. Costs for trouble calls and other direct operational costs of the line will be included in Exhibit D.

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**B. Maintenance**

Each Party shall pay 50 percent of all approved replacements made in accordance with the specifications agreed to in writing by the Parties. The District shall install the replacements and the City shall pay its one-half share of such replacements as part of its Annual O & M payment, in Exhibit D. The City shall pay all undisputed amounts and shall pay any disputed amounts after acceptable satisfactory clarification by the District. Any adjustment will be made on bills or invoices received subsequent to clarification by the District.

**C. Transfer of Power.**

1. Power made available to the interconnected busses at each end of the Boundary Tap Line or deemed to be transferred over the Boundary Tap Line shall be transferred by the Parties without charge or impediment along the line in either direction up to the maximum of each Party's ownership share of 84.9525 MW each (one-half of a total 169.905 MW capacity). If the thermal capacity of the line is modified by operating conditions, or other engineering considerations, the Parties will mutually agree to a revised maximum scheduling limit that is equal for both Parties.

2. Power to be transferred over the Boundary Tap Line will be scheduled by the Parties according to standard scheduling practices approved by the Northwest Power Pool and Western System Coordinating Council.

3. Each Party shall have the right to schedule its own power or that of a third Party over the scheduling Party's ownership share of the Boundary Tap Line.

4. If either of the Parties wish to transfer their own power or the power of a third Party over the other Parties' ownership share, such use of the other Parties' line will be scheduled according to standard wheeling and scheduling practices.

5. The scheduling Party will pay the other owner the approved tariff for all use of the other Party's share of the line.

**D. Scheduling and Metering**

By the fifteenth day following the end of each calendar month of use of the Boundary Tap Line, the schedulers from each Party shall provide a summary of all transactions over the line. Each Party will pay the other Party for all use of the other Party's share of the transmission line within 30 days of billing. Such reimbursement can be debited or credited to the quarterly bill for Transmission, Operation and Maintenance in Exhibit D, by mutual agreement.

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**E. Encroachment Power Delivery**

1. Delivery of Boundary Project No. 2144 encroachment power, pursuant to Article 48 of the Boundary's FERC license for encroachment by the Boundary Project reservoir into the District's Box Canyon Project No. 2042 tailrace shall be made, or deemed to be made to the District, at the 230 kV side of the WWP transformer.
2. Concurrent with, and prior to the effective date of this Agreement, the District shall amend the Agreement between The City of Seattle and Public Utility District No. 1 of Pend Oreille County, Washington, dated December 20, 1965. The Amendment to the Agreement, being signed concurrent with this Agreement, modifies the delivery requirements previously set out in Section 2 of the 1965 Agreement so that the point of delivery for the power to be returned to Pend Oreille for the encroachment of the Boundary Project reservoir at the Box Canyon tailrace is changed from Box Canyon to the Boundary Substation effective with the completion of the upgrade of the Boundary Tap Line pursuant to this Agreement. The execution of the amendment to Section 2 of the 1965 Agreement is a condition precedent to this Agreement becoming effective.
3. The Parties, by mutual agreement, can elect delivery of Box Canyon encroachment power to the District from the City at Box Canyon Substation.

**F. Relicensing**

The District agrees that it will not use its capacity share of the Boundary Tap Line to contest the City's relicensing of the Boundary Project.

**SECTION VI - NOTICES**

**A. Notice of Writing**

Unless the Agreement requires otherwise, any notice, demand or request provided for in this Agreement, or served, given or made in connection with it, shall be in writing and shall be served, given, or made if delivered in person or sent by acknowledged delivery, or sent by registered or certified mail, postage prepaid, to the persons addressed as set forth below:

To City:

Paula S. Green  
Director of Power Management  
The City Light Department  
1111 Third Avenue, Suite 420  
Seattle, Washington 98101

To District:

Dick Arkills  
Director of Hydro Operation & Power Supply  
Pend Oreille County Public Utility District  
P.O. Box 190  
Newport, Washington 99156-0190

**B. Address Change**

Either Party may, by written notice to the other Party change the person and address set forth above.

**C. Effective Date**

All notices shall be effective on the date of receipt.

**SECTION VII - WAIVER**

Any waiver at any time by a Party of its rights with respect to any matter arising in connection with this contract shall not be deemed a waiver with respect to any subsequent or other matter. Except as otherwise provided herein or as agreed in writing by the Parties, no provision in this Agreement may be waived except as documented or confirmed in writing.

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## SECTION VIII - LIABILITY AND HOLD HARMLESS

### A. Liability

The District and the City agree that neither Party is the agent or principal for the other; and the Parties agree that they will not represent to any other person or entity that they act in the capacity of agent or principal for the other.

### B. Hold Harmless

1. The City's Obligation to Hold the District Harmless. The City shall indemnify and hold the District harmless from all claims, damages, losses, liability and expenses arising from the negligent or other tortious acts or omissions of the City, its employees, agents, or contractors in the performance of obligations arising under this Agreement. The duty to indemnify and hold the District harmless shall be limited to the claims, damages, losses, liability and expenses arising from negligent or other tortious acts or omissions of the City, its employees, agents or contractors in the performance of obligations arising under this Agreement.

2. The District's Obligation to Hold the City Harmless. The District shall indemnify and hold the City harmless from all claims, damages, losses, liability and expenses arising from the negligent or other tortious acts or omissions of the District, its employees, agents or contractors in the performance of obligations arising under this Agreement. The duty to indemnify and hold the City harmless shall be limited to the claims, damages, losses, liability and expenses arising from negligent or other tortious acts or omissions of the District, its employees, agents or contractors in the performance of obligations arising under this Agreement.

## SECTION IX - UNCONTROLLABLE FORCES

Any obligation of the Parties to perform under this Agreement shall be excused when failure to perform such obligations is due to an Uncontrollable Force. Uncontrollable Force means an act or event beyond the reasonable control of a Party, and which by exercise of due diligence and foresight such Party could not reasonably have been expected to avoid or remove, which impairs the ability of the Party to perform, and includes, but is not limited to, flood, earthquake, storm, accident, fire, lightning and other natural catastrophes. In the event of Uncontrollable Force, the Parties shall exercise due diligence to remove such inability with reasonable dispatch.

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**SECTION X - APPLICABLE LAW AND VENUE**

All of this Agreement between the parties shall be construed and interpreted in accordance with the laws of the State of Washington and venue of any action brought shall be in the Superior Court for Thurston County.

**SECTION XI - MISCELLANEOUS**

**A. Effect of Section Heading**

Section headings and subheadings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of provisions of this Agreement.

**B. Amendments**

Except as may be expressly provided in this Agreement, this Agreement may be amended only with the express written consent of both Parties, and no provision of this Agreement shall be varied or constricted by any oral Agreement, course of dealing or performance or any other matter not hereafter set forth in a written Agreement signed by both Parties.

**C. Entire Agreement**

This Agreement constitutes, on and as of the date hereof, the entire Agreement of the Parties with respect to the subject matter of this Agreement, and all prior understandings or Agreements, whether written or oral, between the Parties with respect to the subject matter of this Agreement are hereby superseded in their entirety.

**D. Regulatory Approval**

Each Party shall use its best efforts to obtain and maintain in effect regulatory approvals that are necessary to permit such Party to perform its obligations under this Agreement in accordance with its terms and conditions. Neither Party shall oppose in any way or seek to alter or amend the terms and conditions of this Agreement by application to or participation in any application of any regulatory authority or court having jurisdiction.

BOUNDARY TRANSMISSION TAP LINE CONTRACT

Page 12

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**E. Third Party Beneficiaries**

This Agreement shall not be construed to create rights in, or to grant remedies to, any third Party as a beneficiary of this Agreement or of any duty, obligation, or undertaking established herein.

**F. Singular and Plural Forms**

For purposes of interpreting and construing this Agreement, the singular of a word shall include its plural and the plural of a word shall include its singular, unless otherwise expressly provided by this Agreement.

**G. Time Periods**

For purposes of calculating any time period prescribed by this Agreement, if the last day of the time period falls on a day that is not a working day, then the last day of the time period shall be the first working day, the following such day as would otherwise be the last day of the time period.

**H. Performance Pending Dispute**

Pending resolution of any dispute, issue, or controversy arising under this Agreement, the Parties shall each continue performance of its respective obligations pursuant to this Agreement.

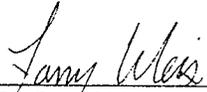
NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

THE CITY OF SEATTLE  
City Light Department

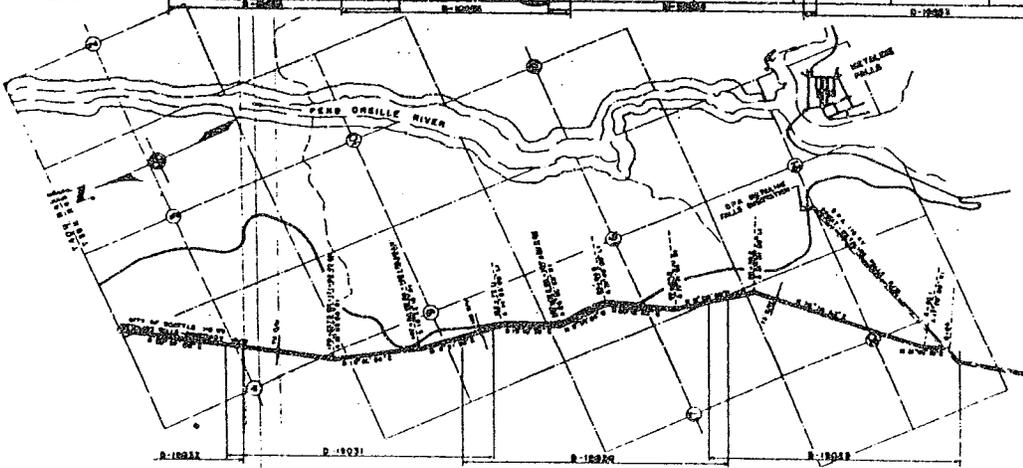
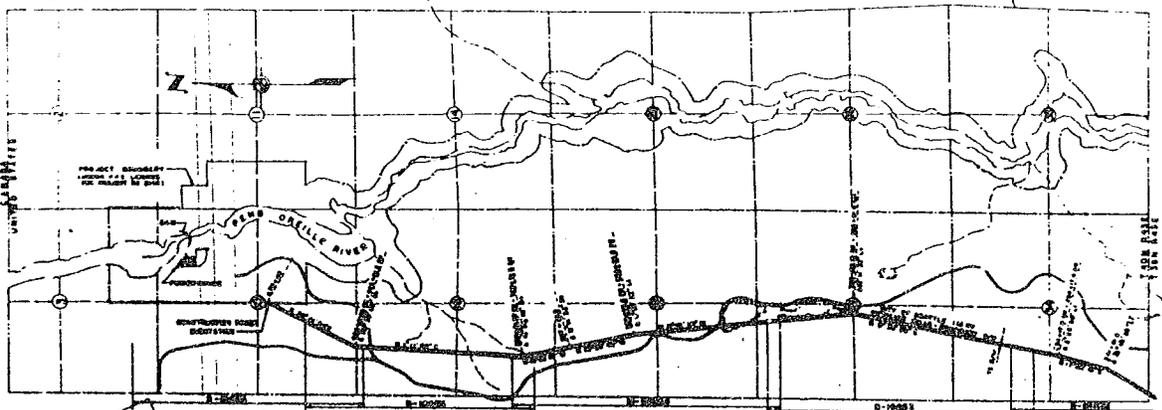
\_\_\_\_\_  
GARY ZARKER, Superintendent

PUBLIC UTILITY DISTRICT NO. 1  
OF PEND OREILLE COUNTY

  
\_\_\_\_\_  
LARRY WEIS, General Manager

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EXHIBIT A



<p>11-11-11</p>	<p>APPROVED BY METALINE FALLS CITY OF PUBLIC WORKS</p> <p>DATE: 11/11/11</p> <p>BY: [Signature]</p>	<p>DEPARTMENT OF LICENSING</p> <p>DATE: 11/11/11</p> <p>BY: [Signature]</p>	<p>METALINE FALLS BOUNDARY 115 KV TRANSMISSION LINE LOCATION &amp; INDEX MAP</p>
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Description of Upgrades and Replacements for Boundary Tap Line (Contract are described in the 2 boxes with bold outlines.

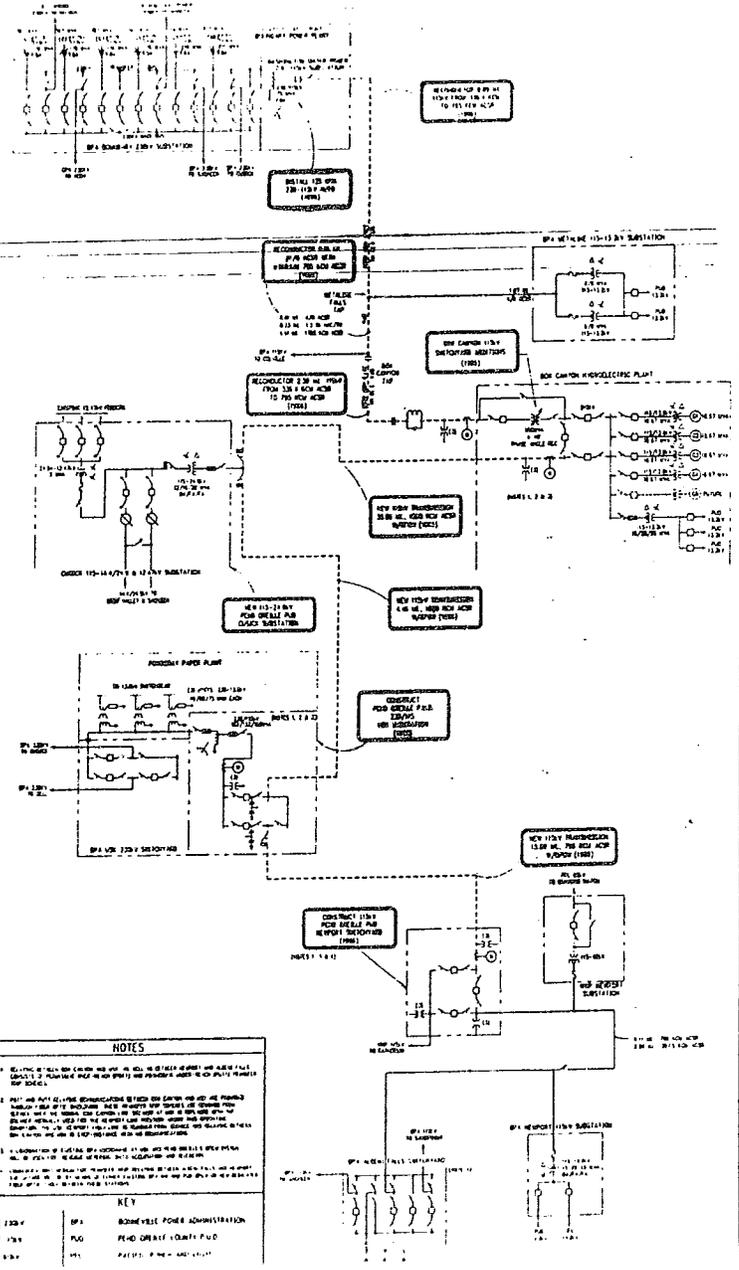


EXHIBIT C

EXISTING CITY LIGHT BOUNDARY TAP LINE

Equipment, Easements and Permits to Which the District Will Be Provided Rights for Use.

Equipment:

All Poles and Conductor.

Easements and Permits:

EASEMENTS

GRANTOR	DATE	AUDITOR'S FILE NUMBER
Robert Ziemer, et al.	8/27/62	107670
Lawrence E. & Meda Van Dyke	8/27/62	107669
Pend Oreille Mines and Metals Co.	8/30/62	107668
Jerry & Dora Siegel	9/06/62	107667
Metaline Contact Mines	3/05/63	109627
Metaline Contact Mines	8/24/62	107675
William M. Anderson	3/27/62	107677
Metaline Contact Mines	8/24/62	107674
Pend Oreille Mines & Metals Co.	8/30/62	107672
Metaline Contact Mines	8/24/62	107673

LICENSES (PERMITS)

GRANTOR	DATE	AUDITOR'S FILE NUMBER
U.S. Department of Agriculture and Forest Service	11/13/62	N/A
Pend Oreille County	11/05/62	101
Pend Oreille County	11/05/62	103

CONSENTS (QUICKCLAIM DEED TO LAND SURFACE RIGHTS)

GRANTOR	DATE	AUDITOR'S FILE NUMBER
Metaline Contact Mines	7/07/63	108584

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EXHIBIT D  
TYPICAL  
ANNUAL OPERATION AND MAINTENANCE BUDGET

TYPE	COST
A. OPERATION:	
560 SALARIES	\$1000
562 MATERIALS & SUPPLIES	\$1000
561 CONTRACT SERVICES	0
B. MAINTENANCE:	
560 SALARIES	\$1000
562 MATERIALS & SUPPLIES	\$1000
561 CONTRACT SERVICES	0
TOTAL O & M	\$4000
CITY'S 1/2 SHARE	\$2000
C. CAPITAL	0

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AMENDMENT TO DECEMBER 20, 1965 AGREEMENT

between

The City of Seattle and the

Public Utility District No. 1 of Pend Oreille County, Washington

This Agreement, made and entered into on \_\_\_\_\_, 1995, by and between The City of Seattle (hereinafter referred to as "City") and Public Utility District No. 1 of Pend Oreille County, Washington (hereinafter referred to as "PUD").

WITNESSETH,

Whereas, the Federal Energy Regulatory Commission ("FERC") license for the Seattle Boundary Project No. 2144 required the City to compensate the PUD for the Boundary reservoir encroachment into the Box Canyon Project tailrace, and

Whereas, on December 20, 1965 the City and the PUD, pursuant to Seattle Ordinance 94325, executed an agreement relating to the delivery of encroachment power by the City to the PUD, and

Whereas, the City owns as part of its Boundary Project a 8.9 mile transmission line ("Boundary Tap Line") that runs from the substation at the Boundary project to the Metaline Falls tap at Metaline Falls, Washington,

Whereas, the PUD wants to upgrade the Boundary Tap Line in consideration for a 50 percent ownership in the Boundary Tap Line capacity in consideration for the City delivering the encroachment power to the PUD at the Boundary Project end of the Boundary Tap Line rather than at the PUD Box Canyon substation, and

Whereas, to effect the upgrade and transfer the point of delivery of the encroachment power from the Box Canyon substation to the Boundary substation located at the Boundary Project.

NOW, THEREFORE, the Parties agreed to amend Section 2 of the December 20, 1965 to read as follows:

(1) 2. The City will estimate and later compute within the accuracy of gage and meter readings and the performance data derived from the above-described tests the loss in power and energy generated and transformed at the Box Canyon Project during each hour of the day due to encroachment of the Boundary Reservoir. The City will make restitution for said loss in kind at the Washington Water Power transformer's 230 kV terminals, located at Boundary Substation, through normal scheduling procedure at the time it occurs or such other times as are mutually agreeable. Any adjustments required from the previously scheduled estimates shall be scheduled as deviations in the manner customary in scheduling energy transfers.

(2) This amendment becomes effective on the date the PUD completes the construction and testing of the upgrades on the Boundary Tap line and the PUD schedules its own power over the said line.

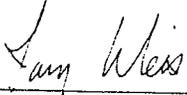
NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement

THE CITY OF SEATTLE  
CITY LIGHT DEPARTMENT

\_\_\_\_\_  
Gary Zarker, Superintendent

PUBLIC UTILITY DISTRICT NO. 1  
OF PEND OREILLE COUNTY

  
\_\_\_\_\_  
Larry Weis, General Manager

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# Seattle City Light



Gary Zarker, Superintendent  
Norman B. Rice, Mayor

October 23, 1995

The Honorable Jim Street, President  
Seattle City Council  
600 Fourth Avenue  
11th Floor Municipal Building  
Seattle, Washington 98104-1873

VIA: Tom Tierney, Director  
Office of Management and Planning

Dear Councilmember Street:

## **Boundary Transmission Tap Line Agreement Amendment to December 20, 1965 Agreement**

Enclosed for your consideration are two related agreements between the City of Seattle ("City") and Public Utility District No. 1 of Pend Oreille County, Washington ("District"): (a) Boundary Transmission Tap Line Agreement and (b) Amendment to December 20, 1965 Agreement. The Boundary Tap Line, which is owned by the City and which was built at the time of construction of the Boundary Project to provide electrical service to the construction site, is currently leased by Bonneville Power Administration ("BPA"). This line extends from the BPA substation near the City's Boundary Hydroelectric Project to BPA's Metaline Falls Tap near Metaline Falls, Washington. The District desires use of the line to transmit certain power from the Boundary Substation to the District's service area. The power is referred to as "Article 49 Power" because Article 49 of the federal license for the Boundary Project entitles the District to a share of Boundary power.

Currently, the District pays BPA to transmit Article 49 Power. Use of the Boundary Tap Line would enable the District to reduce its cost of transmission. However, the line needs to be recondored and strengthened to meet the District's needs. The proposed Boundary Transmission Tap Line Agreement would provide for the District to upgrade and reinforce the line, at no cost to the City, in exchange for a 50 percent interest in the capacity of this line.

An Equal Employment Opportunity Affirmative Action Employer  
City of Seattle — City Light Department, 1015 Third Avenue, Seattle, Washington 98104-1198  
Telephone: (206) 625-3000 TDD: (206) 684-3225 FAX: (206) 625-3709  
Accommodations for people with disabilities provided on request  
Printed on recycled paper

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The Honorable Jim Street  
October 23, 1995  
Page 2

Once the Boundary Transmission Tap Line Agreement is executed, the City will give BPA the requisite two years' notice of the City's intent to terminate BPA's lease. This will pave the way for the District to begin the design, planning and construction of upgrades and reinforcements to the Boundary Tap Line. When completed, the improvements will more than double its thermal capacity, and allow the District and the City to transmit their own power or the power of a third party. The City and the District will thereafter share equally in the cost of maintaining and operating the upgraded transmission line.

Execution of the Boundary Transmission Tap Line Agreement is contingent on the execution of the second enclosed agreement, Amendment to December 20, 1965 Agreement. The purpose of the amendment is to change the contractual point of delivery of Boundary encroachment power from Box Canyon Substation to the Boundary Substation. Encroachment power is a form of compensation paid by the City to the District because the operation of Boundary Project has the effect of reducing the output of the District's Box Canyon Project. Changing the point of delivery to Boundary Substation means the City would eliminate the future need for BPA transmission of this power.

A third related agreement between the City and the District, the Energy Delivery and Exchange Agreement, is concurrently being sent to the Council under a separate ordinance. That agreement changes the point of delivery of Article 49 Power from Boundary Substation to a point of delivery within Pend Oreille County and provides for the District to take a fixed amount of such power on all hours of the month, which together will reduce transmission costs of both parties. All three of these Agreements have been approved by Pend Oreille PUD Commission Resolutions.

The attached two agreements will ultimately result in cost savings to the City of at least \$120,000 per year; all three agreements together will save a projected \$405,000. Technical details and cost analysis for the Boundary Transmission Tap Line Agreement and for the Amendment to December 20, 1965 Agreement are included in the attached Fact Sheet. Copies of the proposed agreements are included as exhibits of the ordinance. No additional budget authority is required to execute these agreements.

The Honorable Jim Street  
October 23, 1995  
Page 3

Questions or comments on the agreements should be directed to Paula Green, 386-4530  
or Labh Sachdev, 386-4541.

Sincerely,



Gary Zarker  
Superintendent

CMW:sjt

Enclosures

cc: Norman B. Rice  
City Councilmembers  
Tom Tierney, Director, Office of Management and Planning  
Will Patton, Seattle Law Department  
Wayne Sugai, Legislative Department

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TIME AND DATE STAMP

**SPONSORSHIP**

THE ATTACHED DOCUMENT IS SPONSORED FOR FILING WITH THE CITY COUNCIL BY THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

*Margaret Pogel*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR CITY COUNCIL PRESIDENT USE ONLY**

COMMITTEE(S) REFERRED TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PRESIDENT'S SIGNATURE

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95-418 W&W 10/31/95

# City of Seattle

Executive Department—Office of Management and Planning

Thomas M. Tierney, Director  
Norman B. Rice, Mayor  
October 25, 1995

The Honorable Mark Sidran  
City Attorney  
City of Seattle

Dear Mr. Sidran:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING DEPARTMENT: City Light

SUBJECT: AN ORDINANCE relating to the City Light Department; authorizing the execution of the Boundary Transmission Tap Line Agreement and the Amendment to December 20, 1965 Agreement between the City of Seattle ("City") and Public Utility District No. 1 of Pend Oreille County, Washington ("District").

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation to your office for review and drafting.

After reviewing this request and any necessary redrafting of the enclosed legislation, return the legislation to OMP. Any specific questions regarding the legislation can be directed to Yazmin Mehdi at 684-8088.

Sincerely,

Norman B. Rice  
Mayor

by *Yazmin Mehdi*  
for Tom Tierney, Director

legis/mehdi49

Enclosure



COPY RECEIVED  
OCT 30 PM 12: 21  
CITY ATTORNEY

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STATE OF WASHINGTON - KING COUNTY

64391 City of Seattle, City Clerk

-ss.

No. ORDINANCE TI

City of Seattle

TITLE-ONLY PUBLICATION.

The full text of the following ordinances, passed by the City Council on January 29, 1996, and published here by title only, will be mailed, at no cost, upon request for two months after this publication. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 117897

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing acceptance and deposit of 1995 proceeds from the King County Conservation Futures Tax; authorizing the mayor to amend the Interlocal Cooperation Agreement between the City of Seattle and King County authorized by Ordinance 116978; authorizing property acquisitions pursuant to the amended Agreement; and making an appropriation from the Conservation Futures Fund.

ORDINANCE NO. 117898

AN ORDINANCE relating to the City Light Department; authorizing the execution of the Boundary Transmission Tap Line Agreement and the Amendment to December 20, 1985 Agreement between the City of Seattle ("City") and Public Utility District No. 1 of Pend Oreille County, Washington ("District").

ORDINANCE NO. 117899

AN ORDINANCE relating to the City Light Department; authorizing the execution of the Energy Delivery and Exchange Agreement between the City of Seattle ("City") and Public Utility District No. 1 of Pend Oreille County, Washington ("District").

ORDINANCE NO. 118000

AN ORDINANCE relating to the Engineering Department; authorizing the Director of Engineering to execute agreements with the Washington State Department of Transportation and accepting Intermodal Surface Transportation Efficiency Act (ISTEA) funds for the Bike Spot Safety and the Pedestrian Accessibility Programs.

ORDINANCE NO. 118001

AN ORDINANCE relating to the Engineering Department; authorizing the Director of Engineering to execute agreements with the Washington State Department of Transportation for Intermodal Surface Transportation Efficiency Act (ISTEA) funding through the Hazard Elimination Program (HEP); and authorizing the acceptance and deposit of grant funds to be received.

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of official publication in Daily Journal of Commerce, Seattle, February 12, 1996. 2/12(64391)

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

CTCI:117897-118001

was published on

02/12/96

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

Subscribed and sworn to before me on

02/12/96

Notary Public for the State of Washington, residing in Seattle

Affidavit of Publication

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