



Board of Commissioners Meeting  
7 February 2017  
5:00 PM  
230 Chimacum Road - Port Hadlock, WA  
PUD REGULAR BOARD MEETING

1. CALL TO ORDER
2. AGENDA APPROVAL
3. APPROVAL OF MINUTES
  - 3.1 Minutes Regular Meeting of 17 January 2017
  - 3.2 Minutes of Special Meeting of 30 January 2017
  - 3.3 Minutes of Special Meeting of 3 February 2017
4. APPROVAL OF VOUCHERS
  - 4.1 Financial Director Operating Statement
  - 4.2 Payment of PUD#1 of Jefferson County Payroll/ Review of BOC Expense
  - 4.3 Payment of PUD#1 of Jefferson County Vouchers/Warrants
5. ITEMS FROM THE FLOOR that are not listed on the Agenda.
6. COMMISSIONER REPORTS
7. ACTION ITEMS:
  - 7.1 Low Income Program – Resolution 2017-002
  - 7.2 Resolution 2017-004 segregation of sewer assessment
  - 7.3 OlyCAP – PUD weatherization agreement
  - 7.4 Resolution 2017-005 Personnel Policies
8. DISCUSSION ITEMS:
  - 8.1 Approval of PUD Labour Union Agreement
  - 8.2 Telecom – future role
  - 8.3 PUD Governance Manual requirements.
  - 8.4 Resolution in support of CGS
  - 8.5 Resolution adopting MSRC for Small works – Procurement Manual
  - 8.6 RFP for architect
  - 8.7 Resolution on approval of warrants over 100,000 dollars.
9. CAB REPORT
10. MANAGER REPORT
11. COMMISSIONER CALENDAR
12. CORRESPONDENCE
13. FUTURE PLANNING
14. CLOSED SESSION – Under the provisions of RCW 42.30.140 (4) (a) as follows:
  - (4)(a) Collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement; or (b) that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the

governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.

The closed session is estimated to last for 15 minutes.

15. EXECUTIVE SESSION

16. ADJOURNMENT



PUBLIC UTILITY DISTRICT NO. 1  
of Jefferson County  
January 17 2017

**Regular Board Meeting**  
*Revised Draft Minutes*

The regular Board of Commissioners (Board) meeting of Public Utility District No.1 of Jefferson County (PUD) was called to order by the President of the Board at 5:00 p.m. on January 17 2017 at 230 Chimacum Road, Port Hadlock, Washington. Attending:

Commissioner Kenneth Collins, President  
Commissioner Jeff Randall, Vice President  
Commissioner Wayne King, Secretary

James Parker, District Manager  
Kevin Streett, District Assistant Manager  
Bill Graham, District Resource & Conservation Manager  
Tammy Lehman, District Interim Financial Director  
Debbie Lund, District Human Resources & Communications Manager  
Kim Younger, District Controller & Auditor

Richard Hughes, District General Counsel  
Don McDaniel, District Consultant  
Pamela Browning, District Recorder

Leo Boyd, North Olympic Peninsula Data Centers  
Dale Wilson, Executive Director, Olympic Community Action Programs (OlyCAP)

Agenda Review:

Revision: The *Executive Session* should last thirty minutes.

*Add Discussion Items:*

- 8.8: Recognizing retiring PUD Citizen Advisory Board (CAB) members' service
- 8.9: Marrowstone Island fiber connection update

MOTION: By Commissioner Randall, seconded by Commissioner King, and unanimously carried: to approve the agenda as amended.

Commissioner King would like start times for each agenda item identified on the agenda itself, e.g. 1830 or 6:30 start time for the Executive Session.

Minutes Approval:

MOTION: By Commissioner King, seconded by Commissioner Randall, and unanimously carried: to approve the minutes of the *Regular Board Meeting of 3 January 2017* and *Special Board Meeting of 5 January 2017* as amended – Commissioner Randall's edits accepted and the 5 January 2017 meeting adjournment time changed to 11:49 a.m.

Financial Director Report: Tammy Lehman briefed the Board.

Tammy confirmed the State Auditors will hold the 2015 Exit Conference, a public meeting, on 7 February 2017 at 3:00 p.m. It appears the PUD will receive an “unqualified opinion”, *i.e.* no findings, from the State – congratulations to Kim Younger. Moss Adams is being hired to provide related financial consulting services.

Tammy will meet with Jim Parker and Kim Younger to resolve an issue related to the agreement between the PUD and NoaNet, and will also set up a financial training workshop for the Board within the next 30-60 days.

Handouts distributed and reviewed:

- 2015 Supplementary Schedule – Year End Income Statement by Division
- Proforma Income Statement – Year Ending December 31 2016
- Reconciliation Schedule for all General Ledger Accounts

Payroll and Vouchers Review and Approval:

MOTION: By Commissioner Randall; seconded by Commissioner King; and carried unanimously: to approve the *Voucher Approval Form* dated 17 January 2017 in the amount of \$1,631,551.62. This includes vouchers:

Accounts Payable:	#112912 to 112966	in the amount of	\$ 238,065.87
Accounts Payable:	#112967 to 112992	in the amount of	\$ 113,039.19
Payroll Checks:	# 70259 to 70263	in the amount of	\$ 8,152.94
Payroll Direct Deposit:		in the amount of	\$ 95,361.62
<u>Total Invoices Paid:</u>			\$ <u>454,619.62</u>
<u>Wire Transfers Paid:</u>			
Bonneville Power Administration (BPA)			\$ 1,176,932.00
<u>For a Grand Total of</u>			<u>\$ 1,631,551.62</u>

Voided Warrants: N/A

Items from the Floor, not listed on the Agenda: None.

Commissioner Reports:

The Commissioners reported on meetings and events they attended, and those they plan to attend, on behalf of the PUD.

Action Items:

- Resolution 2017-002: Low Income Program:

Dale Wilson distributed and reviewed his letter to the Board. He made recommendations regarding the PUD's proposed program and described its potential effects on OlyCAP's heating assistance program participants.

MOTION: By Commissioner Randall, seconded by Commissioner Collins, and unanimously carried: to hold a Special Board Meeting January 30 2017 at 10:00 a.m., at 230 Chimacum Road, Port Hadlock, Washington. Discussion of the low income program resolution will be on the agenda.

Commissioner Randall will forward identified resolution edits agreed upon during the discussion to Jim Parker - for inclusion in the next draft of the resolution.

Adjournment to enter Executive Session:

The PUD Board President announced the purpose of the Executive Session, pursuant to RCW 42.30.110: to discuss with legal counsel representing the agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

The Executive Session was estimated to last no more than 30 minutes; the Regular Board Meeting Board would reconvene at 7:03 p.m. Commissioner Collins adjourned the regular meeting at 6:33 p.m. to enter Executive Session.

---

Executive Session

17 January 2017

PUD Administration Building - Manager's Office

Present:	Commissioner Kenneth Collins	James Parker
	Commissioner Jeff Randall	Kevin Streett
	Commissioner Wayne King	Richard Hughes

The Jefferson County PUD Board of Commissioners convened into Executive Session at 6:33 p.m. pursuant to RCW 42.30.110: to discuss with legal counsel representing the agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

The Executive Session was adjourned at 7:02 p.m. There was no action taken at this meeting.

---

Commissioner Collins reconvened the Regular Board Meeting at 7:03 p.m.

Action Items, continued:

- Resolution 2017-003: Water Meters and Encoder Receiver Transmitters (ERTs):  
MOTION: By Commissioner Randall, seconded by Commissioner King, and unanimously carried: to adopt Resolution No. 2017-003, authorizing the PUD's sole source purchase of Badger water meters and ITRON encoder receiver transmitters.

Discussion Items: The Commissioners, PUD staff and consultants discussed several topics:

- Resolution 2017-001: Retired Commissioner Barney Burke: Jim Parker will edit the proposed resolution and bring it to the Board for signing and presentation at a later date.
- Resolution 2017-004: Sewer Assessment Segregation: Jim will bring it to the Board for action at a later date.
- Resolution 2017-005: Personnel Policies: Reviewed Debbie Lund's memo and first draft of the resolution consolidating and aligning the PUD's personnel policies and contracts. Jim will bring it to the Board for action at a later date.
- PUD Telecom Rates and Charges: Reviewed correspondence from Joel Paisner, District Telecom Consultant, regarding NoaNet charges on behalf of the PUD. Leo Boyd participated in the discussion. The Board agreed to hold a Special Meeting on 13 February 2017 at Noon, to review and discuss telecom rates.  
Bill Graham will research Kitsap Public Utility District's telecom rates and bring that information to the next Board meeting. In addition he will investigate WAVE and Centurylink wholesale costs.  
Commissioner King suggested the PUD might want to distribute a customer survey identifying current and needed telecom services in the county.
- Port of Port Townsend Fiber Connection: Leo Boyd described issues related to charges for fiber connection to the Port's Moorage Office. After Board and staff discussion, Commissioner Collins said resolution of the issue will have to be deferred until the PUD's telecom position has been filled, and that person can advise the Board on technical issues.
- OlyCAP – PUD Weatherization Contract Agreement: Bill Graham will bring the contract agreement to the Board for action at a later date.
- PUD Labor Union Agreement: Jim Parker will bring the agreement to the Board for action at its next meeting. Agreement details were discussed in Closed Session.
- PUD Space Allocation: Jim Parker will advertise a Request for Qualifications in local and state-wide media - for architects with commercial building experience to evaluate purchasing a new location and possibilities for remodeling/retrofitting existing locations.
- Recognition of CAB Members Rotating Off Service: Jim Parker and Debbie Lund will draft a letter of appreciation from the Board.

- Marrowstone Island Fiber Connection Update: Cable for the island has not yet been connected; NoaNet has temporarily stopped construction. Partial service should be connected by the end of January/first of February; full connection should be made by February 10.

CAB Report:

Don McDaniels reported:

- Most currently-sitting members have taken the Open Meetings Act training.
- A subcommittee has been formed to address communication with the Board and to redraft the CAB Resolution.
- The CAB has received a request to hear a community solar presentation.

Bill Graham: Peter Lauritzen suggested a CAB member attend the Home Show to help recruit new CAB members. Don will work with Bill to make that happen.

Commissioner King wants to ensure a PUD Customer Service Representative attends as well. (February 25 at Blue Heron)

Commissioner Collins shared a letter of intent from a prospective CAB member.

Commissioner Randall will conduct outreach to help fill vacancies.

District Manager Report: Issues reviewed:

- Personnel
- Meetings
- Electrical: Commissioner King suggested the PUD write thank you letters to the organizations who set up warming stations during the Port Ludlow power outage.
- Telecom
- Water and Sewer
- Customers and Billings
- Fire District
- Marrowstone Island utilities
- County Comp Plan update
- Treasurer account balance

Commissioner Calendar Review: The Board reviewed upcoming events, including:

- January 30                      Low Income Workshop
- February 4                      Washington Association of Sewer & Water Districts Workshop
- February 7                      2015 Auditor Exit Meeting  
PUD Regular Board Meeting
- February 13                      Telecom Workshop  
CAB meeting – Commissioner Randall

Correspondence:

- 4 January 2017: Washington State Department of Transportation: Kilisut Harbor Restoration Project
- 7 January 2017: West Canal Community Broadband Project Update
- Climate Action Committee request for 2017 goals

Future agenda items:

- Resolution 2017-001: Barney Burke Service
- Resolution 2017-004: Sewer Assessment Segregation
- Resolution 2017-005: Personnel Policies
- Kitsap Public Utility District's telecom rates; WAVE and Centurylink wholesale costs
- Port of Port Townsend Fiber Connection
- Telecom Customer Survey
- OlyCAP – PUD Weatherization Contract Agreement
- Labor Union Agreement
- Letter of Appreciation for Retiring CAB Members

Adjournment to enter Closed Session:

The PUD Board President announced the purpose of the Closed Session, under the provisions of RCW 42.30.140 (4)(a) as follows: (4)(a) Collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement; or (b) that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposal made in the negotiations or proceedings while in progress.

The Closed Session was estimated to last no more than 10 minutes; the Regular Board Meeting Board would reconvene at 8:52 p.m. Commissioner Collins adjourned the regular meeting at 8:40 p.m. to enter Closed Session.

---

Closed Session:

17 January 2017

PUD Administration Building

Present: Commissioner Kenneth Collins  
Commissioner Jeff Randall  
Commissioner Wayne King

James Parker  
Kevin Streett  
Debbie Lund  
Richard Hughes

The Jefferson County PUD Board of Commissioners convened into Closed Session at 8:10 p.m. under the provisions of RCW 42.30.140 (4)(a) as follows: (4)(a) Collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement; or (b) that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposal made in the negotiations or proceedings while in progress.

The Closed Session was adjourned at 8:51 p.m. There was no action taken at this meeting.

---

Commissioner Collins reconvened the Regular Board Meeting at 8:52 p.m.

Adjournment:

MOTION: By Commissioner King; seconded by Commissioner Randall; and carried unanimously: to adjourn the 17 January 2017 Regular Board Meeting at 8:52 p.m.

-----  
Minutes prepared by Pamela Browning.

[Click here to access the first meeting audio file – prior to the Executive Session.](#)

[Click here to access the second audio file – between the Executive & Closed Sessions.](#)

[Click here to access the meeting adjournment section audio file.](#)  
-----

Follow-up Items:

- **Commissioner Randall** will forward proposed low income program resolution edits to Jim Parker.
- Commissioner Randall will conduct outreach to help fill CAB vacancies.
- **Jim Parker** will edit the Barney Burke resolution and bring it to the Board for signing and presentation at a later date.
- Jim and Debbie Lund will draft a letter of appreciation from the Board to retiring CAB members.
- Commissioner King suggested the PUD should write thank you letters to organizations that set up warming stations during the Port Ludlow power outage.
- Jim will notify the media that two commissioners will attend the upcoming Energy Northwest luncheon.
- **Tammy Lehman** will meet with Jim Parker and Kim Younger to resolve an issue related to the agreement between the PUD and NoaNet.
- Tammy will set up a financial training workshop for the Board within the next 30-60 days.
- **Bill Graham** will research Kitsap Public Utility District's telecom rates and bring that information to the next Board meeting. In addition he will investigate WAVE and Centurylink wholesale costs.
- Bill will work with Don McDaniel to ensure a CAB member attends the Home Show.
- **Debbie Lund** and Jim Parker will draft a letter of appreciation from the Board to retiring CAB members.
- **Jean Hall:** Commissioner King wants a CSR to attend the Home Show. (February 25 at Blue Heron)
- **Don McDaniel** will work with Bill Graham to ensure a CAB member attends the Home Show.

-----

**Approved:**

\_\_\_\_\_  
Commissioner Wayne King, Secretary

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
Commissioner Kenneth Collins, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner Jeff Randall, Vice President

\_\_\_\_\_  
Date

*Please note PUD Board of Commissioner meetings are audio recorded and posted to the PUD website at [www.jeffpud.org](http://www.jeffpud.org), usually within 1-2 business days of each meeting. If you experience any difficulty accessing a particular recording, you may call 360.385.5800 for assistance. Jefferson PUD provides reasonable accommodations to persons with disabilities. We invite any person with special needs to contact our staff at 360.385.8351 at least 24 hours before the meeting to discuss any special accommodations.*



PUBLIC UTILITY DISTRICT NO. 1  
of Jefferson County

January 30, 2017

**Special Board Meeting:  
PUD Low Income Program & Warrant Approval**

*Draft Minutes*

The Special Board Meeting of Public Utility District No.1 of Jefferson County (PUD) was called to order by the President of the Board of Commissioners (Board) at 10:00 a.m. in the conference room of the PUD Administration building at 230 Chimacum Road, Port Hadlock, Washington. Present:

Commissioner Kenneth Collins, President  
Commissioner Jeff Randall, Vice President (*by phone*)  
Commissioner Wayne King, Secretary  
James Parker, Manager  
Kevin Streett, Assistant Manager  
Bill Graham, Resource and Conservation Manager  
Jean Hall, Customer Service Representative (CSR) III Lead  
Annette Johnson, Records Administrator  
Debbie Lund, Human Resources and Communications Manager  
Kim Younger, Controller  
Don McDaniel, Consultant  
Pamela Browning, Recorder  
Bill Kaune, PUD Citizen Advisory Board (CAB) member  
Dale Wilson, Olympic Community Action Program (OlyCAP)  
Marki Lockhart, OlyCAP  
Michael Karp, The Energy Project

Agenda:

No action will be taken at this meeting on Resolution 2017-002, establishing the PUD's low income program. It will be revised based on today's discussion and brought to the next Board meeting for action.

Discussion:

The Commissioners, PUD and OlyCAP staff, Bill Kaune, and Michael Karp discussed the proposed low income program. As part of that discussion they reviewed several documents:

- 30 January 2017 - Memo for Record from Jim Parker
- 1 July 2016 - Description of current low income program
- 15 November 2014 - CAB recommendation regarding low income program expansion
- 3 January 2017 - Memo for Record from Jim Parker
- 20 January 2017 - Email from Amy Strzalka, Washington State Auditor's Office, to Kim Younger
- Sample PUD bills - based on various formats and discount amounts
- Revised Code of Washington (RCW) 74.38.070 - reduced utility rates for low-income senior citizens and other low-income citizens

The Board agreed:

- To initially provide a \$35 per month discount to qualified customers;
- To receive monthly progress reports, including:
  - Numbers enrolled,
  - Funds spent to-date, including staffing costs,
  - Customer questions and complaints raised with CSRs,
  - Application-to-enrollment time,
  - Number of enrollees signing up for the levelized payment plan,
  - Number of enrollees who are having electric service discontinued.
- To review the program at the next budget cycle and adopt any needed changes.

Jim Parker will redraft the adopting resolution, to include:

- Customers qualifying for OlyCAP's Low Income Home Energy Assistance Program (LIHEAP) funding will automatically be enrolled in the PUD's low income program.
- All customers enrolled in the current low income program, based on disability, will automatically be enrolled in the new program.
- All customers enrolled in the current low income program for senior citizens will continue to receive a \$20 per month discount, but may apply for additional assistance through the new program, if desired.

Jim will work with OlyCAP staff to:

- Determine a mutually agreed upon price for OlyCAP's program application screening, (assuming that price is not higher than what it would cost for PUD staff to do the screening in-house).
- Develop performance metrics to ensure the application-to-enrollment time is not onerous, especially during the initial enrollment period this year.

Commissioner King emphasized the importance of starting an education campaign to make PUD customers aware of the program's implementation, qualification requirements and enroll procedure.

Commissioner Collins agreed with Michael Karp's suggestion that the PUD review current electric usage, identify the differences between low and high energy users, and consider conservation incentives.

Action: Warrants Approval:

MOTION: By Commissioner King; seconded by Commissioner Randall; and carried unanimously: to approve payment of:

- PUD Warrant #113087 to Jefferson County Treasurer for \$148,953.57
- PUD Warrant #113094 to Michels Power for \$163,473.73

Adjournment:

MOTION: By Commissioner King; seconded by Commissioner Randall; and carried unanimously: to adjourn the January 30 2017 Special Board Meeting at 12:01 p.m.

-----

Minutes prepared by Pamela Browning.

[Click here to access the meeting's audio file.](#)

**Approved:**

\_\_\_\_\_  
Commissioner Wayne King, Secretary

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
Commissioner Kenneth Collins, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner Jeff Randall, Vice President

\_\_\_\_\_  
Date

*Please note PUD Board of Commissioner meetings are audio recorded and posted to the PUD website at [www.jeffpud.org](http://www.jeffpud.org), usually within 1-2 business days of each meeting. If you experience any difficulty accessing a particular recording, you may call 360.385.5800 for assistance. Jefferson PUD provides reasonable accommodations to persons with disabilities. We invite any person with special needs to contact our staff at 360.385.8351 at least 24 hours before the meeting to discuss any special accommodations.*

## General Ledger

Unaudited-Subject to Change

Page: 1

## Financial And Operating Report

## COMBINED INCOME STATEMENT FOR DECEMBER 2016

Item	-----Year - To - Date-----			-----Period - To - Date-----	
	Last Year	This Year	Budget	Current	Budget
1. Operating Revenue	34,494,722	34,213,126	32,510,983	3,934,386	2,986,508
2. Power Production Expense	0	880	9,413	0	64
3. Cost of Purchased Power	12,554,597	13,504,892	14,257,488	1,521,691	1,439,756
4. Transmission Expense	1,634,722	1,844,855	1,579,372	234,751	262,690
5. Regional Market Expense	0	0	0	0	0
6. Distribution Expense - Operation	1,534,859	1,236,226	1,470,565	135,785	30,307
7. Distribution Expense - Maintenance	2,297,814	2,909,261	2,270,953	231,949	178,535
8. Customer Accounts Expense	1,486,575	1,420,136	1,457,867	163,521	66,347
9. Customer Service and Informational Expense	40,334	60,302	168,973	-13,118	-2,807
10. Sales Expense	0	0	0	0	0
11. Administrative and General Expense	2,259,707	2,628,311	2,398,542	435,110	162,412
12. Total Operation & Maintenance Expense (2 thru 11)	21,808,609	23,604,863	23,613,173	2,709,690	2,137,303
13. Depreciation & Amortization Expense	5,182,728	5,368,431	2,271,935	549,418	0
14. Tax Expense - Property & Gross Receipts	0	0	1,001	0	0
15. Tax Expense - Other	1,898,542	2,022,444	1,301,535	223,340	0
16. Interest on Long-Term Debt	3,507,782	3,427,925	3,148,825	290,417	780,154
17. Interest Charged to Construction - Credit	0	0	0	0	0
18. Interest Expense - Other	6,579	168	-3,839	0	0
19. Other Deductions	0	500	-4,167	500	-677
20. Total Cost of Utility Service (12 thru 19)	32,404,240	34,424,331	30,328,463	3,773,365	2,916,780
21. Operating Margins (1 minus 20)	2,090,482	-211,204	2,182,520	161,021	69,729
22. Non Operating Margins - Interest	132,023	159,882	327	16,616	162
23. Allowance for Funds Used During Construction	0	0	0	0	0
24. Income (Loss) from Equity Investments	0	0	0	0	0
25. Non Operating Margins - Other	2,017,091	3,272,637	524,354	443,416	0
26. Generation and Transmission Capital Credits	0	0	0	0	0
27. Other Capital Credits and Patronage Dividends	0	11,266	0	0	0
28. Extraordinary Items - Cumulative Effect of GASB 68	-2,100,592	0	0	0	0
29. Net Margins (21 thru 28)	2,139,004	3,232,581	2,707,200	621,053	69,891
Operating - Margin	-10,110	-211,204	2,182,520	161,021	69,729
Non Operating - Margin	2,149,114	3,443,785	524,680	460,032	162

## General Ledger

Unaudited-Subject to Change Page 2

## Financial And Operating Report

## INCOME STATEMENT COMPARISON THROUGH DECEMBER 2016

Item	-----Year - To - Date-----			
	Last Year	This Year	Amount Change	Percent Change
1. Operating Revenue	34,494,722	34,213,126	-281,596	-0.8%
2. Power Production Expense	0	880	880	0.0%
3. Cost of Purchased Power	12,554,597	13,504,892	950,295	7.6%
4. Transmission Expense	1,634,722	1,844,855	210,133	12.9%
5. Regional Market Expense	0	0	0	0.0%
6. Distribution Expense - Operation	1,534,859	1,236,226	-298,633	-19.5%
7. Distribution Expense - Maintenance	2,297,814	2,909,261	611,447	26.6%
8. Customer Accounts Expense	1,486,575	1,420,136	-66,439	-4.5%
9. Customer Service and Informational Expense	40,334	60,302	19,968	49.5%
10. Sales Expense	0	0	0	0.0%
11. Administrative and General Expense	2,259,707	2,628,311	368,604	16.3%
12. Total Operation & Maintenance Expense (2 thru 11)	21,808,609	23,604,863	1,796,255	8.2%
13. Depreciation & Amortization Expense	5,182,728	5,368,431	185,703	3.6%
14. Tax Expense - Property & Gross Receipts	0	0	0	0.0%
15. Tax Expense - Other	1,898,542	2,022,444	123,902	6.5%
16. Interest on Long-Term Debt	3,507,782	3,427,925	-79,857	-2.3%
17. Interest Charged to Construction - Credit	0	0	0	0.0%
18. Interest Expense - Other	6,579	168	-6,411	0.0%
19. Other Deductions	0	500	500	0.0%
20. Total Cost of Utility Service (12 thru 19)	32,404,240	34,424,331	2,020,091	6.2%
21. Operating Margins (1 minus 20)	2,090,482	-211,204	-2,301,686	-110.1%
22. Non Operating Margins - Interest	132,023	159,882	27,859	21.1%
23. Allowance for Funds Used During Construction	0	0	0	0.0%
24. Income (Loss) from Equity Investments	0	0	0	0.0%
25. Non Operating Margins - Other	2,017,091	3,272,637	1,255,546	62.3%
26. Generation and Transmission Capital Credits	0	0	0	0.0%
27. Other Capital Credits and Patronage Dividends	0	11,266	11,266	0.0%
28. Extraordinary Items	-2,100,592	0	2,100,592	0.0%
29. Net Margins (21 thru 28)	2,139,004	3,232,581	1,093,577	51.1%

## General Ledger

Unaudited-Subject to Change

Page: 3

## Financial And Operating Report

## ELECTRIC DIVISION INCOME STATEMENT FOR DECEMBER 2016

Item	-----Year - To - Date-----			-----Period - To - Date-----	
	Last Year	This Year	Budget	Current	Budget
1. Operating Revenue	32,361,800	32,083,618	30,288,822	3,770,155	2,871,220
2. Power Production Expense	0	0	0	0	0
3. Cost of Purchased Power	12,412,060	13,368,925	14,115,549	1,506,309	1,431,419
4. Transmission Expense	1,634,722	1,844,855	1,579,372	234,751	262,690
5. Regional Market Expense	0	0	0	0	0
6. Distribution Expense - Operation	920,045	750,063	777,288	77,439	11,739
7. Distribution Expense - Maintenance	2,099,835	2,621,730	2,082,686	209,327	164,312
8. Customer Accounts Expense	1,310,544	1,254,448	1,277,132	144,338	61,328
9. Customer Service and Informational Expense	40,267	60,292	168,973	-13,118	-2,807
10. Sales Expense	0	0	0	0	0
11. Administrative and General Expense	1,732,614	1,831,947	1,580,192	195,598	91,319
12. Total Operation & Maintenance Expense (2 thru 11)	20,150,087	21,732,259	21,581,192	2,354,646	2,019,999
13. Depreciation & Amortization Expense	4,569,425	4,706,367	2,255,304	494,354	0
14. Tax Expense - Property & Gross Receipts	0	0	1,001	0	0
15. Tax Expense - Other	1,791,311	1,914,791	1,250,160	214,977	0
16. Interest on Long-Term Debt	3,125,556	3,067,982	3,125,556	261,498	780,154
17. Interest Charged to Construction - Credit	0	0	0	0	0
18. Interest Expense - Other	6,579	168	-3,839	0	0
19. Other Deductions	0	415	-4,167	415	-677
20. Total Cost of Electric Service (12 thru 19)	29,642,957	31,421,982	28,205,208	3,325,891	2,799,476
21. Operating Margins (1 minus 20)	2,718,842	661,636	2,083,614	444,265	71,744
22. Non Operating Margins - Interest	13,640	39,022	0	3,592	0
23. Allowance for Funds Used During Construction	0	0	0	0	0
24. Income (Loss) from Equity Investments	0	0	0	0	0
25. Non Operating Margins - Other	1,331,002	852,367	9,354	77,390	0
26. Generation and Transmission Capital Credits	0	0	0	0	0
27. Other Capital Credits and Patronage Dividends	0	9,350	0	0	0
28. Extraordinary Items	-1,763,657	0	0	0	0
29. Net Electric Utility Margins (21 thru 28)	2,299,827	1,562,375	2,092,968	525,246	71,744
Operating - Margin	955,185	661,636	2,083,614	444,265	71,744
Non Operating - Margin	1,344,642	900,739	9,354	80,981	0
Times Interest Earned Ratio - Operating	1.87	1.22			
Times Interest Earned Ratio - Net	1.74	1.51			
Times Interest Earned Ratio - Modified	1.74	1.51			

## General Ledger

Unaudited-Subject to Change

Page: 4

## Financial And Operating Report Electric Distribution

## WATER DIVISION INCOME STATEMENT FOR DECEMBER 2016

Item	-----Year - To - Date-----			-----Period - To - Date-----	
	Last Year	This Year	Budget	Current	Budget
1. Operating Revenue	2,132,647	2,129,280	2,150,746	164,231	115,288
2. Power Production Expense	0	880	9,413	0	64
3. Cost of Wholesale Water and Power	142,537	135,967	141,939	15,382	8,337
4. Transmission Expense	0	0	0	0	0
5. Regional Market Expense	0	0	0	0	0
6. Distribution Expense - Operation	614,814	486,163	693,277	58,346	18,568
7. Distribution Expense - Maintenance	197,979	287,531	188,266	22,622	14,222
8. Customer Accounts Expense	176,031	165,688	180,736	19,183	5,019
9. Customer Service and Informational Expense	67	10	0	0	0
10. Sales Expense	0	0	0	0	0
11. Administrative and General Expense	328,717	469,704	315,729	200,341	36,725
12. Total Operation & Maintenance Expense (2 thru 11)	1,460,145	1,545,943	1,529,359	315,874	82,935
13. Depreciation & Amortization Expense	613,304	662,064	16,630	55,063	0
14. Tax Expense - Property & Gross Receipts	0	0	0	0	0
15. Tax Expense - Other	107,231	107,653	51,375	8,363	0
16. Interest on Long-Term Debt	300,428	283,705	23,269	22,786	0
17. Interest Charged to Construction - Credit	0	0	0	0	0
18. Interest Expense - Other	0	0	0	0	0
19. Other Deductions	0	85	0	85	0
20. Total Cost of Water Service (12 thru 19)	2,481,108	2,599,450	1,620,633	402,171	82,935
21. Operating Margins (1 minus 20)	-348,461	-470,171	530,112	-237,940	32,353
22. Non Operating Margins - Interest	115,652	111,020	327	12,057	162
23. Allowance for Funds Used During Construction	0	0	0	0	0
24. Income (Loss) from Equity Investments	0	0	0	0	0
25. Non Operating Margins - Other	91,385	1,872,228	0	360,326	0
26. Generation and Transmission Capital Credits	0	0	0	0	0
27. Other Capital Credits and Patronage Dividends	0	1,915	0	0	0
28. Extraordinary Items	-336,935	0	0	0	0
29. Net Water Utility Margins (21 thru 28)	-478,359	1,514,992	530,439	134,443	32,515
Operating - Margin	-685,396	-470,171	530,112	-237,940	32,353
Non Operating - Margin	207,037	1,985,163	327	372,383	162

## General Ledger

Unaudited-Subject to Change

Page: 5

## Financial And Operating Report

## GENERAL FUND DIVISION INCOME STATEMENT FOR DECEMBER 2016

Item	-----Year - To - Date -----			----- Period - To - Date -----	
	Last Year	This Year	Budget	Current	Budget
1. Operating Revenue	275	228	71,415	0	0
2. Power Production Expense	0	0	0	0	0
3. Cost of Purchased Power	0	0	0	0	0
4. Transmission Expense	0	0	0	0	0
5. Regional Market Expense	0	0	0	0	0
6. Distribution Expense - Operation	0	0	0	0	0
7. Distribution Expense - Maintenance	0	0	0	0	0
8. Customer Accounts Expense	0	0	0	0	0
9. Customer Service and Informational Expense	0	0	0	0	0
10. Sales Expense	0	0	0	0	0
11. Administrative and General Expense	198,377	326,660	502,622	39,171	34,368
12. Total Operation & Maintenance Expense (2 thru 11)	198,377	326,660	502,622	39,171	34,368
13. Depreciation & Amortization Expense	0	0	0	0	0
14. Tax Expense - Property & Gross Receipts	0	0	0	0	0
15. Tax Expense - Other	0	0	0	0	0
16. Interest on Long-Term Debt	81,798	76,238	0	6,133	0
17. Interest Charged to Construction - Credit	0	0	0	0	0
18. Interest Expense - Other	0	0	0	0	0
19. Other Deductions	0	0	0	0	0
20. Total Cost of General Fund (12 thru 19)	280,175	402,898	502,622	45,304	34,368
21. Operating Margins (1 minus 20)	-279,900	-402,670	-431,207	-45,304	-34,368
22. Non Operating Margins - Interest	2,731	9,841	0	968	0
23. Allowance for Funds Used During Construction	0	0	0	0	0
24. Income (Loss) from Equity Investments	0	0	0	0	0
25. Non Operating Margins - Other	594,704	548,043	515,000	5,700	0
26. Generation and Transmission Capital Credits	0	0	0	0	0
27. Other Capital Credits and Patronage Dividends	0	0	0	0	0
28. Extraordinary Items	0	0	0	0	0
29. Net General Fund Margins (21 thru 28)	317,535	155,213	83,793	-38,636	-34,368
Operating - Margin	-279,900	-402,670	-431,207	-45,304	-34,368
Non Operating - Margin	597,435	557,883	515,000	6,668	0

*Unaudited-Subject to Change***Financial And Operating Report****BALANCE SHEET FOR DECEMBER 2016**

	<u>Last Year</u>	<u>This Year</u>	<u>Variance</u>
<b>ASSETS AND OTHER DEBITS</b>			
1. Total Utility Plant in Service	154,249,964	185,474,828	31,224,864
2. Construction Work in Progress	3,773,596	8,032,604	4,259,008
3. Total Utility Plant (1 + 2)	<u>158,023,560</u>	<u>193,507,431</u>	<u>35,483,872</u>
4. Accum. Provision for Depreciation and Amort.	20,134,093	55,614,892	35,480,799
5. Net Utility Plant (3 - 4)	<u>137,889,467</u>	<u>137,892,540</u>	3,073
6. Non-Utility Property (Net)	0	2,220	2,220
7. Invest. in Subsidiary Companies	0	0	0
8. Invest. in Assoc. Org. - Patronage Capital	0	0	0
9. Invest. in Assoc. Org. - Other - General Funds	0	8,886	8,886
10. Invest. in Assoc. Org. - Other - Nongeneral Funds	0	0	0
11. Invest. in Economic Development Projects	0	0	0
12. Other Investments	0	0	0
13. Special Funds	<u>1,487,913</u>	<u>1,495,550</u>	<u>7,637</u>
14. Total Other Property & Investments (6 thru 13)	<u>1,487,913</u>	<u>1,506,656</u>	<u>18,743</u>
15. Cash - General Funds	940,393	1,831,793	891,401
16. Cash - Construction Funds - Trustee	1,108,579	0	-1,108,579
17. Special Deposits	0	0	0
18. Temporary Investments	10,949,898	11,646,565	696,667
19. Notes Receivable (Net)	0	0	0
20. Accounts Receivable - Sales of Energy (Net)	2,098,411	2,439,964	341,553
21. Accounts Receivable - Other (Net)	3,632,756	3,472,478	-160,278
22. Renewable Energy Credits	0	0	0
23. Material and Supplies - Electric & Other	1,807,680	1,538,888	-268,792
24. Prepayments	0	7,492	7,492
25. Other Current and Accrued Assets	<u>2,147,309</u>	<u>2,264,855</u>	<u>117,546</u>
26. Total Current and Accrued Assets (15 thru 25)	<u>22,685,026</u>	<u>23,202,035</u>	<u>517,009</u>
27. Regulatory Assets	0	0	0
28. Other Deferred Debits	299,610	571,365	271,755
29. Total Assets and Other Debits (5 + 14 + 26 thru 28)	<u><u>162,362,017</u></u>	<u><u>163,172,596</u></u>	<u><u>810,579</u></u>

Unaudited-Subject to Change

## Financial And Operating Report

## BALANCE SHEET FOR DECEMBER 2016

	Last Year	This Year	Variance
<b>LIABILITIES AND OTHER CREDITS</b>			
30. Memberships	0	0	0
31. Patronage Capital	0	0	0
32. Operating Margins - Prior Years	0	0	0
33. Operating Margins - Current Year	-10,110	-211,204	-201,094
34. Non-Operating Margins	2,149,114	3,443,785	1,294,671
35. Other Margins and Equities	25,467,197	27,606,201	2,139,004
36. Total Margins & Equities (30 thru 35)	27,606,201	30,838,782	3,232,581
37. Long-Term Debt - RUS (Net)	112,516,870	109,471,801	-3,045,069
38. Long-Term Debt - FFB - RUS Guaranteed	0	0	0
39. Long-Term Debt - Other - RUS Guaranteed	0	0	0
40. Long-Term Debt - Other (Net)	9,744,606	8,213,998	-1,530,608
41. Long-Term Debt - RUS Econ. Devel. (Net)	0	0	0
42. Payments - Unapplied	0	0	0
43. Total Long-Term Debt (37 thru 41 - 42)	122,261,476	117,685,799	-4,575,677
44. Obligations Under Capital Leases - Noncurrent	0	0	0
45. Accumulated Operating Provisions	2,381,676	3,176,777	795,101
46. Total Other Noncurrent Liabilities (44 + 45)	2,381,676	3,176,777	795,101
47. Notes Payable	1,714,021	1,560,078	-153,943
48. Accounts Payable	6,096,923	7,968,062	1,871,139
49. Consumers Deposits	106,400	125,100	18,700
50. Current Maturities Long-Term Debt	0	0	0
51. Current Maturities Long-Term Debt - Econ. Devel.	0	0	0
52. Current Maturities Capital Leases	21,532	0	-21,532
53. Other Current and Accrued Liabilities	1,638,197	1,592,447	-45,749
54. Total Current & Accrued Liabilities (47 thru 53)	9,577,073	11,245,687	1,668,614
55. Regulatory Liabilities	0	0	0
56. Other Deferred Credits	535,591	225,551	-310,040
57. Total Liab. & Other Credits (36+43+46+54 thru 56)	162,362,017	163,172,596	810,579
Current Assets To Current Liabilities	2.37	to 1	2.06 to 1
Margins and Equities To Total Assets	17.00	%	18.90 %
Long-Term Debt To Total Utility Plant	77.37	%	60.82 %

Jefferson County PUD No. 1  
**STATEMENT OF CASH FLOWS**  
 December 31, 2016

Page 8

*Unaudited and subject to change*

**CASH FLOW FROM OPERATING ACTIVITIES:**

Operating Revenue	\$3,934,385	
Accounts Receivable - Electric & Water Utility Service (Net)	(444,950)	
Accounts & Notes Receivable - Other (Net)	(239,501)	
CASH RECEIVED FROM CUSTOMERS	\$3,249,934	
Non Operating Margins-Interest	\$16,619	
Non Operating Margins-Other	443,413	
Other Current & Accrued Assets	(117,546)	
Deferred Debits	(271,101)	
CASH RECEIVED FROM OTHERS	\$71,385	
CASH RECEIVED FROM OPERATING ACTIVITIES		\$3,321,319
Total Operating & Maintenance Expense	(\$2,709,689)	
Prepayments	(6,474)	
Accounts Payable	1,126,511	
Material & Supplies/Electric & Other	(40,839)	
CASH PAID (-) TO SUPPLIERS & EMPLOYEES	(\$1,630,491)	
Tax Expense, Other	(\$223,340)	
Interest Long Term Debt	(290,417)	
Other Deductions	(502)	
Other Current & Accrued Liabilities	302,752	
Deferred Credits	(310,040)	
CASH PAID (-) FOR INTEREST, TAXES & OTHER	(\$521,547)	
CASH DISBURSED (-) FOR OPERATING ACTIVITIES		(\$2,152,038)
<b>NET CASH - OPERATING ACTIVITIES</b>		<b>\$1,169,281</b>

**CASH FLOW FROM INVESTING ACTIVITIES:**

Investment in Utility and General Plant	(\$904,702)	
Investment in Assoc. Organizations	(1,000)	
Special Funds	(740)	
Non-Utility Property	(2,220)	
<b>NET CASH - INVESTING ACTIVITIES</b>		<b>(\$908,662)</b>

**CASH FLOW FROM FINANCING ACTIVITIES:**

Long Term Debt	(\$747,094)	
Notes Payable	(\$16,433)	
Consumer Deposits	3,000	
CHANGE IN LIABILITIES/DEBT	(760,527)	
<b>NET CASH - FINANCING ACTIVITIES</b>		<b>(\$760,527)</b>

**NET INCREASE (DECREASE) IN CASH FOR THE MONTH** **(\$499,908)**

<b>PRIOR MONTH'S ENDING CASH BALANCE</b>		<b>\$13,978,266</b>
<b>CURRENT MONTH'S ENDING CASH BALANCE:</b>		
Cash - General Funds	\$1,831,793	
Temporary Investments	11,646,565	
<b>TOTAL - CURRENT MONTH'S ENDING CASH BALANCE</b>		<b>\$13,478,358</b>

**JEFFERSON COUNTY PUBLIC UTILITY DISTRICT #1**  
**STATEMENT OF CASH FLOWS**  
**January - December 2016**

Page 9

*Unaudited and subject to change*

**CASH FLOW FROM OPERATING ACTIVITIES:**

Operating Revenue	\$34,213,126	
Accounts Receivable - Electric & Water Utility Service (Net)	(341,552)	
Accounts & Notes Receivable - Other (Net)	160,278	
<b>CASH RECEIVED FROM CUSTOMERS</b>	<b>\$34,031,852</b>	
Non Operating Margins-Interest	\$159,882	
Non Operating Margins-Other	3,272,637	
Other Capital Credits	11,266	
Other Current & Accrued Assets	(117,546)	
Deferred Debits	(271,755)	
<b>CASH RECEIVED FROM OTHERS</b>	<b>\$3,054,484</b>	
<b>CASH RECEIVED FROM OPERATING ACTIVITIES</b>		<b>\$37,086,336</b>
Total Operating & Maintenance Expense	(\$23,604,863)	
Prepayments	(7,492)	
Accounts Payable	1,871,141	
Material & Supplies/Electric & Other	268,791	
<b>CASH PAID (-) TO SUPPLIERS &amp; EMPLOYEES</b>	<b>(\$21,472,423)</b>	
Tax Expense, Other	(\$2,022,444)	
Interest Long Term Debt	(3,427,925)	
Interest Expense, Other	(168)	
Other Deductions	(500)	
Other Current & Accrued Liabilities	727,819	
Deferred Credits	(310,040)	
<b>CASH PAID (-) FOR INTEREST, TAXES &amp; OTHER</b>	<b>(\$5,033,258)</b>	
<b>CASH DISBURSED (-) FOR OPERATING ACTIVITIES</b>		<b>(\$26,505,681)</b>
<b>NET CASH - OPERATING ACTIVITIES</b>		<b>\$10,580,655</b>

**CASH FLOW FROM INVESTING ACTIVITIES:**

Investment in Utility and General Plant	(\$5,371,504)	
Investment in Assoc. Organizations	(8,886)	
Special Funds	(7,637)	
Non-Utility Property	(2,220)	
<b>NET CASH - INVESTING ACTIVITIES</b>		<b>(\$5,390,247)</b>

**CASH FLOW FROM FINANCING ACTIVITIES:**

Payments on Long Term Debt	(\$5,002,944)	
Borrowings on Long Term Debt	427,267	
Notes Payable	(153,943)	
Consumer Deposits	18,700	
<b>CHANGE IN LIABILITIES / DEBT</b>	<b>(4,710,920)</b>	
<b>NET CASH - FINANCING ACTIVITIES</b>		<b>(\$4,710,920)</b>

**NET INCREASE (DECREASE) IN CASH DURING THE PERIOD** **\$479,488**

<b>PRIOR YEAR'S ENDING CASH BALANCE</b>		<b>\$12,998,870</b>
<b>CURRENT MONTH'S ENDING CASH BALANCE:</b>		
Cash - General Funds	\$1,831,793	
Temporary Investments	11,646,565	
<b>TOTAL - CURRENT MONTH'S ENDING CASH BALANCE</b>	<b>\$13,478,358</b>	

## SCHEDULE OF CASH, LIQUID INVESTMENTS, AND SPECIAL FUNDS

December 31, 2016

<u>Account Description</u>	<u>Current Balance</u>	<u>YTD Interest Income</u>
Operating Account - Jefferson Co. Treasurer	\$903,404	\$30,846
Operating Depository Account - Bank of America	804,836	0
1996 Bond LUD #8 - Jefferson Co. Treasurer	49,091	2,814
DOT Permit #U05-24 Account - Bank of America	29,338	2
2009 Bond LUD #14 - Jefferson Co. Treasurer	24,584	84,119
1996 Bond LUD #6 - Jefferson Co. Treasurer	13,394	663
1999 Bond LUD #11 - Jefferson Co. Treasurer	4,565	5,699
Working Funds - Petty Cash and CSR Drawers	1,750	0
Payroll Clearing Account - Bank of America	500	0
Payroll Clearing Account - 1st Security Bank	168	0
2008 Bond LUD #15 - Jefferson Co. Treasurer	153	14,114
1997 Bond LUD #13 - Jefferson Co. Treasurer	10	105
<b>TOTAL LINE 15. BALANCE SHEET-CASH-GENERAL FUNDS</b>	<b><u>\$1,831,793</u></b>	<b><u>\$138,362</u></b>
RUS Construction - Jefferson Co. Treasurer	\$0	\$2,672
<b>TOTAL LINE 16. BALANCE SHEET-CASH-CONSTRUCTION FUNDS</b>	<b><u>\$0</u></b>	<b><u>\$2,672</u></b>
Operating Account Related Investment - Jefferson Co. Treasurer	\$5,866,876	\$0
LUD #14 Bond Investment - Jefferson Co. Treasurer	2,181,014	0
Tax Revenue Investment Fund - Jefferson Co. Treasurer	1,925,000	0
Tax Revenue Fund - Jefferson Co. Treasurer	1,265,692	9,841
LUD #15 Bond Investment - Jefferson Co. Treasurer	304,744	0
LUD #11 Bond Investment - Jefferson Co. Treasurer	82,653	0
LUD #13 Bond Investment - Jefferson Co. Treasurer	20,587	0
<b>TOTAL LINE 18. BALANCE SHEET-TEMPORARY INVESTMENTS</b>	<b><u>\$11,646,565</u></b>	<b><u>\$9,841</u></b>
<b>TOTAL CASH AND LIQUID INVESTMENTS</b>	<b><u>\$13,478,359</u></b>	<b><u>\$150,875</u></b>
RUS Bond Reserve Investment Fund - Jefferson Co. Treasurer	\$1,082,750	\$0
LUD #11 Water Reserve Investment Fund - Jefferson Co. Treasurer	222,382	0
Tri Area Bond Reserve Investment Fund - Jefferson Co. Treasurer	171,686	0
Deposit with PURMS - H&W Plan	17,979	0
RUS Bond Reserve Fund - Jefferson Co. Treasurer	543	5,498
LUD #11 Water Reserve Fund - Jefferson Co. Treasurer	111	1,129
Tri Area Bond Reserve Fund - Jefferson Co. Treasurer	86	872
LUD #13 Reserve Fund - Jefferson Co. Treasurer	12	0
<b>TOTAL LINE 13. BALANCE SHEET-RESTRICTED FUNDS</b>	<b><u>\$1,495,550</u></b>	<b><u>\$7,499</u></b>

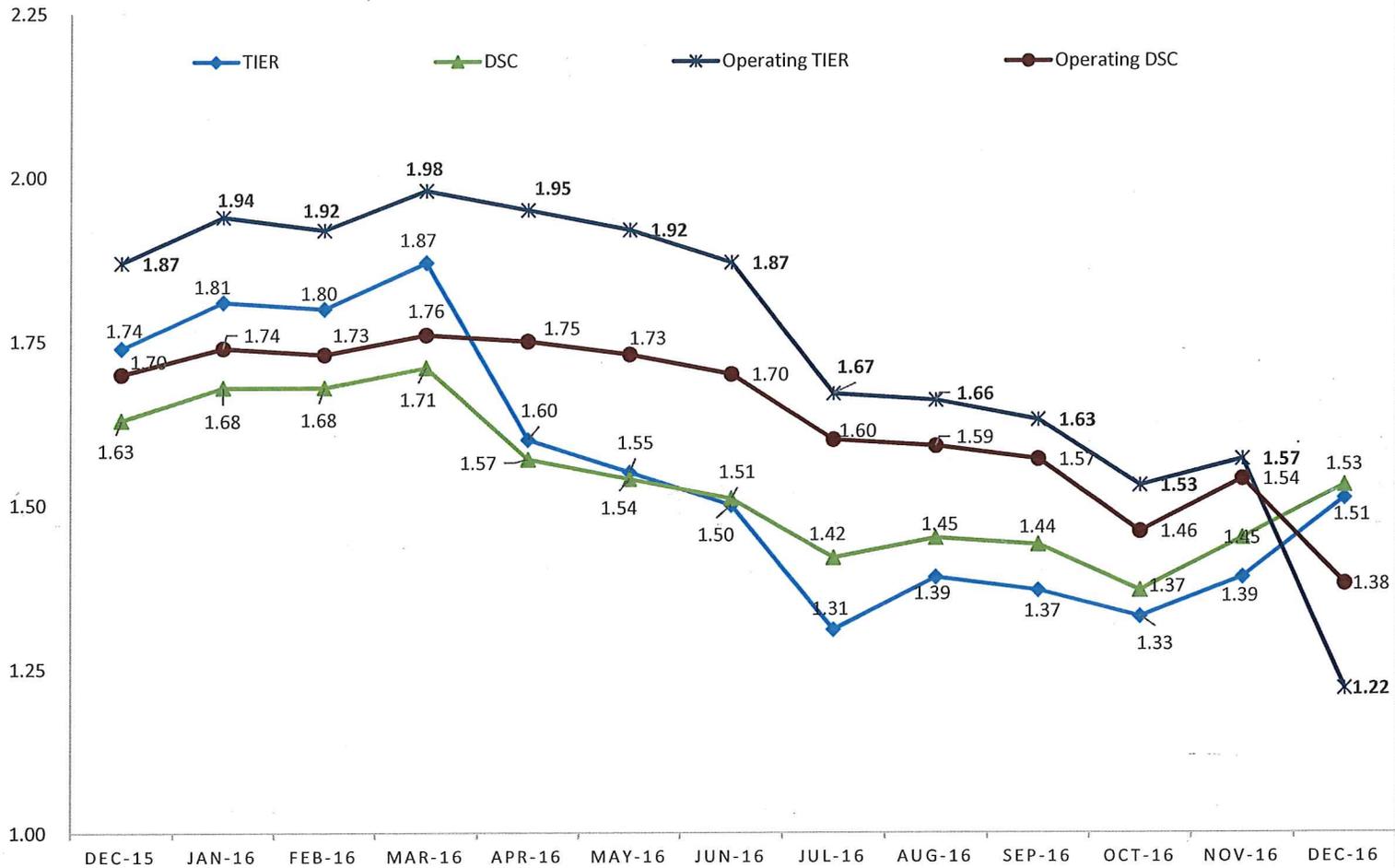
**Jefferson County PUD No. 1**  
**SCHEDULE OF LONG TERM DEBT and NOTES PAYABLE**  
**December 31, 2016**

Description	Liability Note Name/Number	Interest Rate	Maturity Date	12/31/2015 Principal Balance	Y-T-D Principal Borrowings	Y-T-D Principal Payment	Current Principal Balance	Y-T-D Interest Expense	Y-T-D P&I Payments
RUS/FFB loan for PSE acquisition	H0010	2.728%*	Dec-41	\$111,770,719		(\$3,026,823)	\$108,743,895	\$3,042,399	\$6,069,222
RUS/FFB loan for PSE acquisition	H0015	3.433%*	Dec-41	746,152		(18,246)	727,906	25,583	43,830
<b>LINE 37 BALANCE SHEET-RUS DEBT</b>				<b>\$112,516,870</b>		<b>(\$3,045,069)</b>	<b>\$109,471,801</b>	<b>\$3,067,982</b>	<b>\$6,113,051</b>
USDA Tri Area	2003 Revenue Bond	4.500%	Oct-23	\$2,583,278		(\$49,066)	\$2,534,212	\$115,334	\$164,762
LUD #14-Marrowstone Island Water System	2009 Revenue Bond	4.15% - 6.75%	Jul-26	1,455,000		(102,000)	\$1,353,000	80,786	185,961
LUD #14-Marrowstone Island Water System	PW-05-691-025	0.500%	Jul-25	1,088,063		(108,806)	\$979,257	5,168	114,247
SRF Loan-Sparling Water Treatment Plant	DM13-952-177	1.000%	Oct-37	582,162	261,188	(42,168)	\$801,183	6,523	50,685
SRF Loan-Treatment Sparling Well/Quimper System	DM10-952-018	1.000%	Oct-44	1,417,397	166,079	(830,637)	\$752,839	6,160	34,115
SRF Loan-Kala Point Acquisition, Upgrade, Consolidation	DM12-952-091	1.000%	Oct-36	1,089,000		(571,725)	\$517,275	12,494	589,172
LUD #15-Beckett Pt Large On-Site Sewage System	PW-05-691-024	0.500%	Jul-25	507,758		(50,776)	\$456,982	2,412	53,315
LUD #11-Bywater Way & Shine	1999 Revenue Bond	5.250%	Mar-28	465,000		(50,000)	\$415,000	22,881	62,206
LUD #15-Beckett Point	2008 Revenue Bond	3.990%	May-25	233,129		(58,427)	\$174,702	26,677	86,509
Transfer from City of Port Townsend	PW-02-691-066	1.000%	Oct-18	209,421		(69,807)	\$139,614	1,745	71,901
Snow Creek Ranch Water System Improvements	PW-00-65120-008	2.500%	Oct-21	49,632		(8,272)	\$41,360	1,206	9,513
Kala Point Water Reservoir & Meters	98-78898-021	3.350%	Oct-19	44,205		(11,051)	\$33,154	1,419	12,532
Sound View Villa Emergency Loan	PW-99-691-ELP-301	5.000%	Jul-19	20,561		(5,140)	15,421	900	6,168
<b>LINE 40 BALANCE SHEET-OTHER LTD</b>				<b>\$9,744,606</b>	<b>\$427,267</b>	<b>(\$1,957,875)</b>	<b>\$8,213,998</b>	<b>\$283,705</b>	<b>\$1,441,086</b>
Peterson Lake	B. Peterson Family LP	6.000%	Mar-26	\$1,314,021		(\$103,943)	\$1,210,078	\$76,238	\$186,272
Kala Point	Eric Thomas Note	0.000%	Oct-24	400,000		(50,000)	350,000	0	50,000
<b>LINE 47 BALANCE SHEET-NOTES PAYABLE</b>				<b>\$1,714,021</b>	<b>\$0</b>	<b>(\$153,943)</b>	<b>\$1,560,078</b>	<b>\$76,238</b>	<b>\$236,272</b>
<b>TOTAL LONG TERM DEBT AND RELATED EXPENDITURES</b>				<b>\$123,975,497</b>	<b>\$427,267</b>	<b>(\$5,156,887)</b>	<b>\$119,245,877</b>	<b>\$3,427,925</b>	<b>\$7,790,410</b>

<b>WEIGHTED COST OF DEBT</b>	<b>3.0750%</b>
------------------------------	----------------

\*Interest rate includes 1/8% for Section 9 Fee

TIER AND DSC - 12 MONTH ROLLING AVERAGE-ELECTRIC



TIER:  $\frac{\text{Net Margins} + \text{Interest on LTD}}{\text{Interest on LTD}}$

DSC:  $\frac{\text{Net Margins} + \text{Interest on LTD} + \text{Depreciation}}{\text{Principal \& Interest Payments on LTD}}$

RUS TIER & DSC Requirement = 1.25

RUS OTIER & ODSC Requirement = 1.1

**JEFFERSON COUNTY PUBLIC UTILITY DISTRICT #1**  
**Financial Analysis and Ratios**  
**December 31, 2016**

**2015**                      **2016**

**Times Interest Earned Ratio (TIER) - Electric - YTD:**

$$\frac{\text{Net Margins} + \text{Interest on Long Term Debt}}{\text{Interest on Long Term Debt}}$$

1.74                      1.51

Measures the PUD's ability to repay interest on long-term debt for the electric division. Minimum is 1.25 for the year but strive for higher.

\*\_\*\_\*\_\*\_\*\_\*\_\*\_\*

**Operating Times Interest Earned Ratio (OTIER) - Electric - YTD:**

$$\frac{\text{Operating Margins} + \text{Interest on Long Term Debt}}{\text{Interest on Long Term Debt}}$$

1.87                      1.22

Measures the PUD's ability to repay interest on long-term debt for the electric division. Minimum is 1.10 for the year.

\*\_\*\_\*\_\*\_\*\_\*\_\*\_\*

**Debt Service Coverage (DSC) - Electric - YTD:**

$$\frac{\text{Net Margins} + \text{Interest on Long Term Debt} + \text{Depreciation/Amortization}}{\text{Total Long-Term Debt Service Billed}}$$

1.63                      1.53

Measures the PUD's ability to generate sufficient funds from net margins to cover the annual debt service payments on the electric division. Minimum is 1.25 for the year.

\*\_\*\_\*\_\*\_\*\_\*\_\*\_\*

**Operating Debt Service Coverage (ODSC) - Electric - YTD:**

$$\frac{\text{Operating Margins} + \text{Interest on Long Term Debt} + \text{Depreciation/Amortization}}{\text{Total Long-Term Debt Service Billed}}$$

1.70                      1.38

Measures the PUD's ability to generate sufficient funds from operating margins to cover the annual debt service payments on the electric division. Minimum is 1.10 for the year.

\*\_\*\_\*\_\*\_\*\_\*\_\*\_\*

**Quick Ratio:**

$$\frac{\text{Cash and Accounts Receivable}}{\text{Current Liabilities}}$$

1.81                      1.60

Reveals the protection afforded short-term creditors by the most liquid current assets. The larger the ratio (and it should be above 1.0), the greater the liquidity.

\*\_\*\_\*\_\*\_\*\_\*\_\*\_\*

**90 Days of Cash for Operations**

$$\frac{12 \text{ Months of Expenditures}}{4}$$

4

Per Financial Policy, required to keep 90 days of available cash based on planned year's budget.

Surplus / (Defect) Funds

\$10,167,566                      \$9,119,243  
 \$1,722,725                      \$4,359,115

\*\_\*\_\*\_\*\_\*\_\*\_\*\_\*

**JEFFERSON COUNTY PUBLIC UTILITY DISTRICT #1**  
**Financial Analysis and Ratios**  
**December 31, 2016**

	2015	2016
<b>Average Accounts Receivable Collection Period:</b>		
<u>365</u>	21	21
Accounts Receivable Turnover		

Expresses the effectiveness of collections in days. Represents the number of days it takes for customers to pay their bill after it has been sent out.

\*\_\*\_\*\_\*\_\*\_\*

<b>Accounts Payable to Average Daily Purchases:</b>		
<u>Average Accounts Payable</u>	20	38
Average Daily Purchases		

Indicates the number of days required to pay creditors.

\*\_\*\_\*\_\*\_\*\_\*

<b>Days in Inventory</b>		
<u>365</u>	936	440
Inventory Turnover		

Indicates the average number of days that units are kept in inventory before being used.

VOUCHER CERTIFICATION FORM

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against Public Utility District No. 1 of Jefferson County, and that I am authorized to authenticate and certify to said claims, and I, the undersigned, do hereby certify under penalty of perjury that claims for employee and commissioner expenses are just, due, and unpaid obligations against Public Utility District No. 1 of Jefferson County.

Signed: Kim Younger  
Kim Younger, Controller / Auditor  
Date: 2/1/17

VOUCHER CLAIM FORMS FOR INVOICES PAID:

WARRANTS		AMOUNT	DATE
Accounts Payable:	# 112993 to # 113056	\$ 337,771.73	1/12/2017
Accounts Payable:	# 113057 to # 113122	\$ 787,705.69	1/25/2017
Accounts Payable:	# 113123 to # 113146	\$ 130,199.95	1/30/2017
Payroll Checks:	# 70264 to # 70269	\$ 8,879.80	1/27/2017
Payroll Direct Deposit:		\$ 81,985.85	1/27/2017
<b>TOTAL INVOICES PAID</b>		<b>\$1,346,543.02</b>	

WIRE TRANSFERS PAID	AMOUNT	DATE
0	\$ -	

**GRAND TOTAL** **\$1,346,543.02**

**VOIDED WARRANTS** N/A

02/01/2017 8:21:58 AM

Accounts Payable  
Check Register

01/07/2017 To 01/30/2017

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
5 01/25/2017	DD	10283	MILLENNIUM	ADJ. CREDIT CM-15-35410 07/25/16 CREDIT INCORRECT FIBER REC'D	2,423.94 -2,423.94
<b>Total for Check/Tran - 5:</b>					0.00
6 01/25/2017	DD	10182	PERSONNEL CONCEPTS	ADJ. CREDIT FOR COMPLIANCE POSTER S CUST# 25P7066016/ ORDER #WP0570327 CUST# 25P7066016/ ORDER #WP0570327	154.85 -128.53 -26.32
<b>Total for Check/Tran - 6:</b>					0.00
112993 01/12/2017	CHK	10004	A+ EQUIPMENT RENTALS	PIPE CUTTER - AIRPORT WELL REPAIR	10.90
112994 01/12/2017	CHK	10006	AFLAC	DEC 2016/ACCT #F2A27	247.14
112995 01/12/2017	CHK	10011	ALLFORM WELDING, INC	GATE REPAIR	1,120.71
112996 01/12/2017	CHK	10012	ALTEC INDUSTRIES, INC	REPLACEMENT FISHTAPE# 106 WORK GLOVE, COWHIDE;MED,LRG,XL	768.46 405.51
<b>Total for Check/Tran - 112996:</b>					1,173.97
112997 01/12/2017	CHK	10024	BANKCARD CENTER	VERIZON FLEET-NISC GPS - SET UP CHAR VERIZON FLEET-NISC GPS - SET UP CHAR ANTENNAS FOR METER READING SYSTE	830.00 170.00 189.73
<b>Total for Check/Tran - 112997:</b>					1,189.73
112998 01/12/2017	CHK	9998	GRANT BISHOP	Cred Bal Refund	23.76
112999 01/12/2017	CHK	10291	BARNEY BURKE	REIMBURSE DEC 2016 TRAVEL	214.04
113000 01/12/2017	CHK	10036	CARL'S BUILDING SUPPLY, INC	DOW BLUE BOARD - VILIANI WATER SYS	262.32
113001 01/12/2017	CHK	10044	CENTURY LINK QCC-P	DEC 2016 - 360_385_5800 - ACCT#77438002 DEC 2016 - 360_385_5800 - ACCT#77438002	223.10 45.70
<b>Total for Check/Tran - 113001:</b>					268.80
113002 01/12/2017	CHK	10045	CENTURY LINK-S	992B DEC 2016 ACCT#206-T35-8725992B 992B DEC 2016 ACCT#206-T35-8725992B ACCT#206-T31-2602 990B DEC 2016 ACCT#206-T31-2602 990B NOV2016 ACCT#206-T31-2602 990B DEC 2016 ACCT#206-T31-2602 990B NOV 2016 ACCT #206-T41-7015 994B DEC 2016 ACCT #206-T41-7015 994B DEC 2016 ACCT# 360-385-3680 659B DEC 2016 ACCT# 360-385-3680 659B DEC 2016	357.90 73.31 359.90 359.90 71.31 71.31 32.31 6.62 74.29 15.22

02/01/2017 8:21:58 AM

Accounts Payable  
Check Register

Page 2

01/07/2017 To 01/30/2017

Bank Account: 1 - 1ST SECURITY - AP

Check/ Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
<b>Total for Check/Tran - 113002:</b>					1,422.07
113003 01/12/2017	CHK	10050	CHS	STRAW BALE WO#16385	10.45
113004 01/12/2017	CHK	10051	CITY OF PORT TOWNSEND-UTILITY	DEC 2016-KEARNY SUBST/ACCT#014966-00	167.25
113005 01/12/2017	CHK	10332	KENNETH COLLINS	TRAVEL REIMBURSE DEC 2016	476.02
113006 01/12/2017	CHK	10067	DING DOCTOR GLASS SERVICES	REPAIR WINDSHIELD# 103	371.60
113007 01/12/2017	CHK	10069	DM DISPOSAL CO INC	4CORNERS 11/1-11/30/16 ACCT#2112-176438	24.42
				4CORNERS 11/1-11/30/16 ACCT#2112-176438	24.41
<b>Total for Check/Tran - 113007:</b>					48.83
113008 01/12/2017	CHK	10070	DOUBLE D ELECTRICAL, INC	T/S AND START GEN.	152.60
113009 01/12/2017	CHK	10072	EES CONSULTING	PROJECT:JEFFERSON COUNTY COSA DEC	1,810.00
113010 01/12/2017	CHK	10084	EXPRESS SERVICES, INC	ACCT #17600731 - ACCOUNTING ASSISTAN	612.91
				ACCT #17600731 - ACCOUNTING ASSISTAN	125.53
				ACCT #17600731 ACCOUNTING ASSISTANT	740.38
				ACCT #17600731 ACCOUNTING ASSISTANT	151.65
<b>Total for Check/Tran - 113010:</b>					1,630.47
113011 01/12/2017	CHK	10085	FASTENAL	GENERAL HARDWARE	96.06
				MARKING PAINT	63.57
				8-HOUR HAND WARMER	38.80
				STAINLESS STEEL CAP SCREWS, WASHER	37.80
<b>Total for Check/Tran - 113011:</b>					236.23
113012 01/12/2017	CHK	10412	FLYING WRENCH SERVICE	COOLANT-WAREHOUSE	97.27
				REPLACE WATER PUMP/COOLANT# 103	1,298.17
<b>Total for Check/Tran - 113012:</b>					1,395.44
113013 01/12/2017	CHK	10093	GEMPLER'S	SWEATSHIRTS & T-SHIRTS, L,XL,2XL	-64.06
				FULL ZIP SWEATSHIRT	241.71
				HOODED SWEATSHIRT	217.53
				LONG SLEEVE T-SHIRT	111.17
				SHORT SLEEVE POCKET T-SHIRT	205.38
				SHORT SLEEVE HENLEY, L	-1.53
				SHORT SLEEVE HENLEY, L	18.52
				SHORT SLEEVE HENLEY, 2XL	-3.06
				SHORT SLEEVE HENLEY, 2XL	37.04
				SHORT SLEEVE HENLEY, 2XL	-3.06

02/01/2017 8:21:58 AM

Accounts Payable  
Check Register

01/07/2017 To 01/30/2017

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				SHORT SLEEVE HENLEY, 2XL	37.04
<b>Total for Check/Tran - 113013:</b>					796.68
113014 01/12/2017	CHK	10094	GENERAL PACIFIC, INC	SECONDARY CONNECTOR BLOCKS; POLY	452.93
				SECONDARY CONNECTOR BLOCKS; POLY	200.56
<b>Total for Check/Tran - 113014:</b>					653.49
113015 01/12/2017	CHK	10454	GLOBAL RENTAL COMPANY INC	RENT VEH #413 12/15/16-1/11/17 CS#15205	4,905.00
				RENTAL OF DIGGER DERRICK	4,687.00
<b>Total for Check/Tran - 113015:</b>					9,592.00
113016 01/12/2017	CHK	10098	GRAINGER	SOLENOID VALVE 2/2 3/4 IN NC 120V	207.98
113017 01/12/2017	CHK	9998	MEGAN GREENFIELD	DEP To AP	200.00
113018 01/12/2017	CHK	10103	H D FOWLER	VALVE REPAIR KIT,	505.80
113019 01/12/2017	CHK	10104	HADLOCK BUILDING SUPPLY, INC.	RETURN ITEMS TO ITRON	27.76
113020 01/12/2017	CHK	10113	HRA VEBA TRUST CONTRIBUTIONS	DEC 2016 / DEDUCTION	325.00
				DEC 2016 / VEBA BENEFIT	1,100.00
<b>Total for Check/Tran - 113020:</b>					1,425.00
113021 01/12/2017	CHK	10281	JEFFCO EFTPS	MEDICARE - 941 PAYROLL TAX FOR PR 01	4,349.00
				FICA - 941 PAYROLL TAX FOR PR 011317	18,595.68
				FED W/H - 941 PAYROLL TAX FOR PR 01131	21,978.09
<b>Total for Check/Tran - 113021:</b>					44,922.77
113022 01/12/2017	CHK	10125	JEFFERSON COUNTY PUBLIC HEALTH	R. CALKINS CERT RENEWAL	302.00
113023 01/12/2017	CHK	10126	JEFFERSON COUNTY PUBLIC WORKS	TYPE A 143 S. LYLER ST	49.00
				TYPE B UTIL 16-00041/EAGLEMOUNT RD	248.00
				TYPE B UTIL 16-00043/9TH AVE & W ARDE	248.00
				TYPE B UTIL-00050/52 COMBS ST	248.00
<b>Total for Check/Tran - 113023:</b>					793.00
113024 01/12/2017	CHK	10532	JEFFERSON COUNTY PUD PAYROLL AC	PAYROLL DEPOSIT 01/13/2017	103,514.56
113025 01/12/2017	CHK	10537	KITSAP SUN NEWSPAPER	EMPLOYMENT AD - IT TECHNICIAN	269.00
113026 01/12/2017	CHK	10142	MASON COUNTY PUD #1	ELECTRIC - #10510600	147.60
				BPA RD PUMP - 2487700 DEC 2016	85.12
				WILLIAMS CT - #2493500 DEC 2016	34.07
<b>Total for Check/Tran - 113026:</b>					266.79

02/01/2017 8:21:58 AM

Accounts Payable  
Check Register

01/07/2017 To 01/30/2017

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
113027 01/12/2017	CHK	10313	MICHELS POWER	INDIAN ISLAND FIBER# 16380 KALA POINT# 16416 S STREET# 16123 PUD OPERATIONS WORK STREETLIGHT MAINTENANCE	1,001.17 9,511.09 8,009.34 1,001.15 500.58
<b>Total for Check/Tran - 113027:</b>					20,023.33
113028 01/12/2017	CHK	10153	MURREY'S DISPOSAL CO., INC.	211CHIMACUM DEC2016/ACCT#2112-15513 211CHIMACUM DEC2016/ACCT#2112-15513 230CHIMACUM DEC2016 ACCT#2112-15513 230CHIMACUM DEC2016 ACCT#2112-15513	41.40 8.48 57.16 11.71
<b>Total for Check/Tran - 113028:</b>					118.75
113029 01/12/2017	CHK	10418	N&L LINE EQUIPMENT	CUTOUT GROUND	627.41
113030 01/12/2017	CHK	10167	OFFICE DEPOT	FOLDERS, INK, CALRNDARS, PENS, MNTR FOLDERS, INK, CALRNDARS, PENS, MNTR	148.54 30.42
<b>Total for Check/Tran - 113030:</b>					178.96
113031 01/12/2017	CHK	10168	OLDCASTLE PRECAST	CONCRETE VAULT, LID AND BASE	24,241.60
113032 01/12/2017	CHK	10170	OLYMPIC EQUIPMENT RENTALS	SHARPENING, WAREHOUSE CHAINSAW C	20.84
113033 01/12/2017	CHK	10171	ON LINE INFORMATION SERVICES	DEC 2016 ONLINE UTILITY EXG REPORT	327.00
113034 01/12/2017	CHK	10187	PITNEY BOWES-RESERVE ACCT	PRE-PAID POSTAGE ACCT#33897265 PRE-PAID POSTAGE ACCT#33897265	332.00 68.00
<b>Total for Check/Tran - 113034:</b>					400.00
113035 01/12/2017	CHK	10188	PLATT ELECTRIC SUPPLY	CONDUIT	315.91
113036 01/12/2017	CHK	10193	PORT TOWNSEND LEADER	1/2 PG LOP LIVING ON THE PENINSULA 12/28/16 WEB PACKAGE	782.00 118.75
<b>Total for Check/Tran - 113036:</b>					900.75
113037 01/12/2017	CHK	10287	PUD-UTILITY PAYMENTS	10493001 DEC 2016 - 73 KENNEDY RD 10493002 DEC 2016 - 310 FOUR CORNERS R 17648001 DEC 2016 - 429 SKYWATER DR 17648005 DEC 2016 - OAK BAY RD&MATS 17648006 DEC 2016 - 482 SOMERVILLE RD 17648007 DEC 2016 - 265 CHIMACUM RD 17648008 DEC 2016 - 21 KENNEDY RD 17648010 DEC 2016 - 40 CLEVELAND ST	1,393.64 187.25 53.30 34.95 12.32 792.73 2,257.83 10.80

02/01/2017 8:21:58 AM

Accounts Payable  
Check Register

01/07/2017 To 01/30/2017

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount	
				17648012 DEC 2016 - 61 KEVIN LN	27.06	
				18296008 DEC 2016 - 2411 TEAL LAKE RD	268.64	
				18296012 DEC 2016 - OAK BAY RD&MATS	23.03	
				18296013 DEC 2016 - OAK BAY RD & MATS	35.90	
				24562001 DEC 2016 - 6062 HWY 20	720.48	
				25789001 DEC 2016 - 310 FOUR CRNRS #LH	1,644.58	
				30119000 DEC 2016 - 310 FOUR CORNERS R	72.00	
				31990000 DEC 2016-EAGLE RIDGE BOOST P	151.41	
				35586000 DEC 2016 - 581 FAIRMOUNT RD	25.16	
				17648003 DEC 2016 - 253 STARK RD	9.66	
				17648022 DEC 2016 - 60 WILLOW ST	110.11	
				18296006 DEC 2016 - 881 SHINE RD	10.90	
				18296007 DEC 2016 - 41 MAXVIEW DR	12.99	
				18296009 DEC 2016 - 10 OLYMPIC RIDGE D	89.90	
				18296010 DEC 2016 - S END ALPINE CT	84.96	
				18296014 DEC 2016 - 83 E SNOW CREEK WA	63.00	
				18296015 DEC 2016 - 125 DICKEY	11.47	
				18296016 DEC 2016 - QUIL RNGR STN #1830	69.23	
				22562000 DEC 2016 - NXT TO 1300 SHINE R	9.95	
				<b>Total for Check/Tran - 113037:</b>	<b>8,183.25</b>	
113038	01/12/2017	CHK	10203	PURMS JOINT SELF INSURANCE FUND	HEALTH & WELFARE DEC 2016	31,930.91
113039	01/12/2017	CHK	10210	RICHOH USA, INC	4CRNER IMAGES 11/30-12/29/2016 #1512013	132.92
					4CRNER IMAGES 11/30-12/29/2016 #1512013	27.23
					<b>Total for Check/Tran - 113039:</b>	<b>160.15</b>
113040	01/12/2017	CHK	9998	FILIBERTO SALAZAR	Cred Bal Refund	152.26
113041	01/12/2017	CHK	10219	SHOLD EXCAVATING INC	NEW BRAKES-TRUCK# 101	876.27
113042	01/12/2017	CHK	9999	SOS	REGISTER-WORLEY	2,500.00
113043	01/12/2017	CHK	10226	SOS PRINTING	JEFF RANDALL SIGN	28.39
113044	01/12/2017	CHK	10249	SPECTRA LABORATORIES-KITSAP LLC	TESTING: TOTAL COLI/ECOLI QUIMPER C	19.32
113045	01/12/2017	CHK	10421	THE CARWASH INC	VEH #104 NOV 2016 CAR WASH	8.72
					VEH #113NOV 2016 CAR WASH	8.72
					VEH #120 NOV 2016 CAR WASH	17.44
					VEH #204 NOV 2016 CAR WASH	8.72
					VEH #206 NOV 2016 CAR WASH	17.44

02/01/2017 8:21:58 AM

# Accounts Payable Check Register

01/07/2017 To 01/30/2017

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
<b>Total for Check/Tran - 113045:</b>					61.04
113046 01/12/2017	CHK	10251	UGN - JEFFERSON COUNTY	4TH QUARTER 2016 DONATIONS-J. PARKE	30.00
113047 01/12/2017	CHK	10522	UMATILLA ELECTRIC CO-OP	TRANSFORMER #12071 TRANSFORMER #12071	2,725.00 -225.00
<b>Total for Check/Tran - 113047:</b>					2,500.00
113048 01/12/2017	CHK	10254	UNIVAR USA INC	CARUS 8500 55 GAL DRUM	2,414.45
113049 01/12/2017	CHK	10255	USA BLUEBOOK	STENNER PUMP 10 GPD/100PSI 155 VAC	1,701.54
113050 01/12/2017	CHK	10258	VERIZON WIRELESS, BELLEVUE	ELEC-NOV 1 6-DEC 15,2016-CELL PHONES WATER-NOV 1 6-DEC 15,2016-CELL PHONE COMMISIONERS-NOV 1 6-DEC 15,2016-CEL	1,702.79 377.67 168.21
<b>Total for Check/Tran - 113050:</b>					2,248.67
113051 01/12/2017	CHK	10260	WA STATE DEFERRED COMPENSATION	PL DEFERRED COMP ER PL DEFERRED COMP EE	479.05 3,247.91
<b>Total for Check/Tran - 113051:</b>					3,726.96
113052 01/12/2017	CHK	10265	WA STATE DEPT OF RETIREMENT SYST	DECEMBER 2016 RETIREMENT/REPORT #8	51,591.33
113053 01/12/2017	CHK	10337	WA STATE DEPT OF TRANSPORTATION	JC814727 AMEND#1 SR 116-MP 2.96-4.92 JC814717 SR 116-.01 TO MP 9.83 JC814726 AMEND#3 SR 116-MP 9.79	846.64 130.80 487.04
<b>Total for Check/Tran - 113053:</b>					1,464.48
113054 01/12/2017	CHK	10267	WA STATE SUPPORT REGISTRY	PL CHILD SUPPORT EE	162.00
113055 01/12/2017	CHK	10274	WESTBAY AUTO PARTS, INC.	DLVC 1300 15W40 44819 OIL VEH #9 DLVC 1300 15W40 44819 OIL VEH#100 AIR COMPRESSOR PARTS	26.13 13.08 22.79
<b>Total for Check/Tran - 113055:</b>					62.00
113056 01/12/2017	CHK	10278	WPUA	2017 MONTHLY DUES 2017 MONTHLY DUES	4,228.85 866.15
<b>Total for Check/Tran - 113056:</b>					5,095.00
113057 01/25/2017	CHK	10001	A T AUTO REPAIR	TRUCK #204 INSTL NEW BATTERY	219.30
113058 01/25/2017	CHK	10012	ALTEC INDUSTRIES, INC	TRUCK TOOLS TOOLS WEDGE TAP ROD ASSEMBLY	1,623.37 2,039.13 767.90

02/01/2017 8:21:58 AM

Accounts Payable  
Check Register

01/07/2017 To 01/30/2017

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
<b>Total for Check/Tran - 113058:</b>					4,430.40
113059 01/25/2017	CHK	10447	ANIXTER INC.	WASHER SQ 3" 1/4" GA 13/16" HOLE	204.92
				CONN TERM BRZ BLTD TAP .162"-.575"	252.88
				insul pin 5/i"x7.5"	143.06
				PIN CROSSARM STEEL 5/8" X 6"	143.06
<b>Total for Check/Tran - 113059:</b>					743.92
113060 01/25/2017	CHK	10451	ASCENT LAW PARTNERS LLP	12.08.16-12.31.16 NOANT REVW (225-101)	140.00
113061 01/25/2017	CHK	10440	B & H FOTO & ELECTRONICS CORP.	ERGONMIC KYBRD BUNDLE/LASER MOUS	-4.50
				ERGONMIC KYBRD BUNDLE/LASER MOUS	54.49
<b>Total for Check/Tran - 113061:</b>					49.99
113062 01/25/2017	CHK	10023	BANK OF AMERICA - FEES	BANK FEES 4TH QTR/ACCT#0000001637470	3,382.08
				BANK FEES 4TH QTR/ACCT#0000001637470	692.71
<b>Total for Check/Tran - 113062:</b>					4,074.79
113063 01/25/2017	CHK	10027	BERNT ERICSEN EXCAVATING, INC	RAINIER ST# 16361	3,237.30
113064 01/25/2017	CHK	10038	CASCADE COLUMBIA DISTRIBUTION C	NALCOLYTE 8105 #DRUM	2,522.26
113065 01/25/2017	CHK	10041	CDW GOVERNMENT	IN-LINE COUPLER, DISPLAYPORT VGA AD	77.52
113066 01/25/2017	CHK	10043	CENTRAL WELDING SUPPLY	255CF NITROGEN	24.96
113067 01/25/2017	CHK	10045	CENTURY LINK-S	ACCT #360-385-1643 404B JAN 2017	108.38
				ACCT# 360-385-5920 532B JAN 2017	105.18
				ACCT# 360-385-5920 532B JAN 2017	21.54
				ACCT# 360-385-3151 563B JAN 2017	210.54
				ACCT# 360-385-3151 563B JAN 2017	43.12
				ACCT #360-385-2908 893B	48.56
				ACCT# 360-385-8340 991B JAN 2017	87.52
				ACCT# 360-385-8340 991B JAN 2017	17.93
				ACT# 360-385-8360 993B JAN 2017	92.30
				ACT# 360-385-8360 993B JAN 2017	18.91
				ACCT #360-385-4273 418B DEC 2016	84.56
<b>Total for Check/Tran - 113067:</b>					838.54
113068 01/25/2017	CHK	10046	CENTURYLINK	Q	199.53
				LOW SPD DATA&2WIRE/ ACCT #313035273	40.87
				LOW SPEED DATA&2WIRED CH/ACCT 3143	38.93
<b>Total for Check/Tran - 113068:</b>					279.33

02/01/2017 8:21:58 AM

## Accounts Payable Check Register

Page 8

01/07/2017 To 01/30/2017

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
113069 01/25/2017	CHK	10047	CENTURYLINK-POLES	POLE RNTL 04_01_15 - 03_31_16 #A370955	2,404.06
				POLES 04.01.14 - 3/31/15 #A371994	289.52
				POLE RNT4.1.15 - 3.31.16 #WA BEWA0015	289.52
				POLE RNT04.01.16-03.31.17 #WA BEWA0015	289.52
<b>Total for Check/Tran - 113069:</b>					<b>3,272.62</b>
113070 01/25/2017	CHK	10050	CHS	STRAW BALE	20.91
113071 01/25/2017	CHK	10052	CITY OF PORT TOWNSEND	DEC-4TH QTR 2016-6% CITY TAX FROM CU	57,854.38
				NOV-4TH QTR 2016-6% CITY TAX FROM C	47,970.69
				OCT-4TH QTR 2016-6% CITY TAX FROM CU	37,982.12
<b>Total for Check/Tran - 113071:</b>					<b>143,807.19</b>
113072 01/25/2017	CHK	10053	COMPUNET, INC	PROF SVC FOR CISCO 3560CX	4,200.00
113073 01/25/2017	CHK	10065	DEPT OF LABOR & INDUSTRIES	4TH QUARTER 2016 WORKERS COMP ELE	7,712.51
				4TH QUARTER 2016 WORKERS COMP OFFI	1,889.02
				4TH QUARTER 2016 WORKERS COMP WAT	2,439.40
<b>Total for Check/Tran - 113073:</b>					<b>12,040.93</b>
113074 01/25/2017	CHK	10069	DM DISPOSAL CO INC	4CORNERS 12/01-12/31/16 ACCT#2112176438	41.36
				4CORNERS 12/01-12/31/16 ACCT#2112176438	8.47
<b>Total for Check/Tran - 113074:</b>					<b>49.83</b>
113075 01/25/2017	CHK	10070	DOUBLE D ELECTRICAL, INC	PULLING WIRE-CHIMACUM HIGH SCHOO	1,917.58
113076 01/25/2017	CHK	9999	JOHN DOWLING	REIMBURSEMENT ON W/O #16467	440.00
113077 01/25/2017	CHK	10085	FASTENAL	HARDWARE & EYEWEAR	29.33
				HARDWARE & EYEWEAR	112.20
<b>Total for Check/Tran - 113077:</b>					<b>141.53</b>
113078 01/25/2017	CHK	10412	FLYING WRENCH SERVICE	INSPECTION# 102	382.70
				OIL CHANGE# 102	382.70
				REPAIR WORN DIRVER SEAT# 102	764.91
<b>Total for Check/Tran - 113078:</b>					<b>1,530.31</b>
113079 01/25/2017	CHK	10094	GENERAL PACIFIC, INC	DUNGAREE PREWASHED DENIMS EXCEL	315.28
				SHIPPING -ITEMS RETURNED - INV 126862	13.08
				MULTI - TAP 4,6	1,221.93
				SECTIONALIZING CABINET 18X30X30	2,132.04
<b>Total for Check/Tran - 113079:</b>					<b>3,682.33</b>

02/01/2017 8:21:58 AM

# Accounts Payable Check Register

01/07/2017 To 01/30/2017

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
113080 01/25/2017	CHK	10096	GOOD SPORTS/ENDLESS APPAREL	APPAREL FOR COMM JEFF RANDALL APPAREL FOR COMM JEFF RANDALL	107.66 22.05
<b>Total for Check/Tran - 113080:</b>					129.71
113081 01/25/2017	CHK	10110	HENERY HARDWARE	FASTENERS	18.40
113082 01/25/2017	CHK	10485	HJ ARNETT INDUSTRIES, LLC	PINPOINTER REPAIR LABOR REPAIR PINPOINTER	-9.14 110.75
<b>Total for Check/Tran - 113082:</b>					101.61
113083 01/25/2017	CHK	10366	ICPE	ENGINEERING SVC 7/01-9/30/16 PROF SVC 219WORK ENGINEER 7/01-9/30/1 PROF SVC 219WORK ENGINEER 7/01-9/30/1 GENERAL SVC ENGINEERING 7/01-9/30/16 GENERAL SVC ENGINEERING 10/01-11/30/1	6,970.00 5,032.50 5,032.50 17,850.00 2,760.00
<b>Total for Check/Tran - 113083:</b>					37,645.00
113084 01/25/2017	CHK	10117	ITRON, INC.	HARDWARE MAINT 2/1/17 - 4/30/17 SOFTWARE MAINT 2/1/17 - 4/30/17	855.80 648.27
<b>Total for Check/Tran - 113084:</b>					1,504.07
113085 01/25/2017	CHK	10281	JEFFCO EFTPS	941 PAYROLL TAX FOR PR012717 941 PAYROLL TAX FOR PR012717 941 PAYROLL TAX FOR PR012717	3,790.90 16,209.32 16,551.00
<b>Total for Check/Tran - 113085:</b>					36,551.22
113086 01/25/2017	CHK	10532	JEFFERSON COUNTY PUD PAYROLL AC	PAYROLL DEPOSIT 1/27/2017	90,865.65
113087 01/25/2017	CHK	10128	JEFFERSON COUNTY TREASURER	DEC 2016 B&O TAX	148,953.57
113088 01/25/2017	CHK	10321	JOINT APPRENTICESHIP/TRAINING CO	TRAINING-VAN NES,BRACKNEY,CRANE C	5,208.32
113089 01/25/2017	CHK	10348	KEMP WEST, INC	TREE TRIMMING-DECEMBER	24,528.00
113090 01/25/2017	CHK	10134	LE MAY MOBILE SHREDDING	DEC2016CHIMCUM SHRED/ACT#2185-9369 DEC2016CHIMCUM SHRED/ACT#2185-9369 DEC20164CRNR SHRED/ACCT#21869369990 DEC20164CRNR SHRED/ACCT#21869369990	51.13 10.47 102.26 20.94
<b>Total for Check/Tran - 113090:</b>					184.80
113091 01/25/2017	CHK	10136	LES SCHWAB TIRES	REPLACE FLAT TIRES# 120	591.69
113092 01/25/2017	CHK	9999	DORIS I LOESCHEN	REIMBURSEMENT ON W/O# 16309	70.00
113093 01/25/2017	CHK	10139	MADRONA HILL URGENT CARE	CDL PHYSICAL/ROBERT PHILLIPS	220.00

02/01/2017 8:21:58 AM

Accounts Payable  
Check Register

01/07/2017 To 01/30/2017

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
113094 01/25/2017	CHK	10313	MICHELS POWER	48 COUNT FIBER INSTALL-OLD GARDINER	11,611.60
				MARROWSTONE FIBER W/O# 16380	34,307.97
				OLYMPIC PLACE W/O# 15397	28,614.64
				RAINIER ST W/O# 16361	42,877.85
				FLAGLER RD# 16385	4,907.87
				QUIMPER VILLAGE# 16073	1,963.15
				S BAY LANE# 16274	981.57
				SAILVIEW# 16416	27,418.72
				WINERY BOTTLING# 16246	6,696.73
				SAILVEW# 16416	2,051.70
				TRANSMISSION MAINTENANCE	2,041.93
<b>Total for Check/Tran - 113094:</b>					<b>163,473.73</b>
113095 01/25/2017	CHK	10153	MURREY'S DISPOSAL CO., INC.	4CRNRS-2YD-DEC 2016/ACCT#2112-176318	97.75
				4CRNRS-2YD-DEC 2016/ACCT#2112-176318	48.87
				4CRNRS-2YD-DEC 2016/ACCT#2112-176318	41.05
				4CRNRS-2YD-DEC 2016/ACCT#2112-176318	7.82
				20YD TEMP ROLL-OFF-4CORNRS #2112-191	85.73
<b>Total for Check/Tran - 113095:</b>					<b>281.22</b>
113096 01/25/2017	CHK	10418	N&L LINE EQUIPMENT	HOTSTICK REFINISH	69.76
113097 01/25/2017	CHK	10309	NISC	SOFTWARE LICENSE -DEC 2016 RECURR I	1,075.07
				SOFTWARE LICENSE -DEC 2016 RECURR I	1,650.72
				SOFTWARE LICENSE -DEC 2016 RECURR I	482.89
				SOFTWARE LICENSE -DEC 2016 RECURR I	482.89
				SOFTWARE LICENSE - DEC 2016 RECURR I	7,876.07
				SOFTWARE LICENSE -DEC 2016 RECURR I	570.17
				SOFTWARE LICENSE -DEC 2016 RECURR I	53.23
				SOFTWARE LICENSE -DEC 2016 RECURR I	1,373.55
				SOFTWARE LICENSE -DEC 2016 RECURR I	172.17
				SOFTWARE LICENSE -DEC 2016 RECURR I	10.14
				DECEMBER 2016 AMS INVOICE	9,001.98
				DECEMBER 2016 AMS INVOICE	1,843.78
				AMS PROGRAMMING SERVICES	62.25
				MISC METER BATCH	61.89
				ON-LINE BANKING TRANSACTIONS	258.38
				POSTAGE PACKAGES	97.14
				CANON ROLLER KIT AND DR-225	96.40

02/01/2017 8:21:58 AM

Accounts Payable  
Check Register

01/07/2017 To 01/30/2017

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				AMS PROGRAMMING SERVICES	12.75
				MISC METER BATCH	12.68
				ON-LINE BANKING TRANSACTIONS	52.92
				POSTAGE PACKAGES	19.89
				CANON ROLLER KIT AND DR-225	19.74
				<b>Total for Check/Tran - 113097:</b>	<b>25,286.70</b>
113098 01/25/2017	CHK	10163	NOR'WEST CUSTODIAL SERVICES, INC.	CUSTODIAL SERVICE DEC 2016	875.00
				CUSTODIAL SERVICE DEC 2016	261.45
				CUSTODIAL SERVICE DEC 2016	53.55
				<b>Total for Check/Tran - 113098:</b>	<b>1,190.00</b>
113099 01/25/2017	CHK	10161	NORTHWEST LINEMAN COLLEGE	BASIC ELECTRICITY COURSE - PHILLIPS	560.00
113100 01/25/2017	CHK	10322	NRC ENVIRONMENTAL SERVICES, INC	100 EXPLORER LANE OIL CLEANUP	3,498.04
				CLEAN UP OIL-100 EXPLORER	1,617.82
				CLEAN UP CONTAMINATED SOIL-YARD	4,090.07
				<b>Total for Check/Tran - 113100:</b>	<b>9,205.93</b>
113101 01/25/2017	CHK	10166	NWPPA	CUST #4670/TELECOM MGR 1/11 TO 01/27/1	115.00
				LEADERESHIP SKILLS 1/25,2/22,11/07&12/07	2,400.00
				<b>Total for Check/Tran - 113101:</b>	<b>2,515.00</b>
113102 01/25/2017	CHK	10169	OLYCAP	DEC 2016 PWRB\$T/OLYC	2,227.07
113103 01/25/2017	CHK	10175	PACIFIC UNDERWRITERS CORP	FEB 2017 LIFE-ADMIN	21.50
				FEB 2017 LIFE-COMMS	29.70
				FEB 2017 LIFE-ELEC	48.15
				FEB 2017 LTD ADMIN	255.62
				FEB 2017 LTD ELEC	661.87
				<b>Total for Check/Tran - 113103:</b>	<b>1,016.84</b>
113104 01/25/2017	CHK	10181	PENINSULA PEST CONTROL	MNTHLY RODENT SERVC-310 4 CORNERS	81.75
113105 01/25/2017	CHK	10183	PETRICK'S LOCKSMITHS	REMOVE & REPLACE LOCK - QUIMPER PE	130.31
113106 01/25/2017	CHK	10188	PLATT ELECTRIC SUPPLY	QUILCENE SUB BUILDING	139.24
113107 01/25/2017	CHK	10287	PUD-UTILITY PAYMENTS	10493003 DEC16 DISCOVERY BAY BOOSTE	64.96
				17648002 DEC 2016 744 HIDDEN TRAILS RD	23.64
				17648013 DEC 2016 72 HILLCREAST AVE	21.54
				17648014 DEC 2016 578 BECKETT PT RD #PS	72.09
				17648015 DEC-16 370 BECKETT POINT RD#P	77.79

02/01/2017 8:21:58 AM

Accounts Payable  
Check Register

01/07/2017 To 01/30/2017

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				18296000 DEC 2016 141 GARDINER CEMETE	43.56
				18296001 DEC 2016 GARDINER LUD #1	362.06
				18296002 DEC 2016 6910 CAPE GEORGE RD	146.24
				18296003 DEC 2016 SWANSON AV	174.51
				18296004 DEC 2016 - CAPE-GEORGE RD	12.13
				18296005 DEC 2016 - MYRTLE ST	25.82
				<b>Total for Check/Tran - 113107:</b>	<b>1,024.34</b>
113108 01/25/2017	CHK	10210	RICOH USA, INC	4CRNER IMAGES 12/01-12/31/16 #15120133	14.68
				4CRNER IMAGES 12/01-12/31/16 #15120133	3.01
				ANNEX IMAGES 12/01 - 12/31/16 #15120133	143.57
				ANNEX IMAGES 12/01 - 12/31/16 #15120133	29.40
				<b>Total for Check/Tran - 113108:</b>	<b>190.66</b>
113109 01/25/2017	CHK	10216	SECURITY SERVICES NW, INC.	ANSWER SVC ACCT# 0260 JAN-17	1,916.71
				ANSWER SVC ACCT# 0260 JAN-17	1,916.71
				ANSWER SVC ACCT# 0260 JAN-17	785.16
				<b>Total for Check/Tran - 113109:</b>	<b>4,618.58</b>
113110 01/25/2017	CHK	10475	SMARSH INC	ACCT#33964/ ARCHIVING 12/01 - 12/31/16	347.50
113111 01/25/2017	CHK	10227	SOUND PUBLISHING INC	PENINSULA DAILY NEWS AD	406.70
				PENINSULA DAILY NEWS AD	83.30
				<b>Total for Check/Tran - 113111:</b>	<b>490.00</b>
113112 01/25/2017	CHK	10249	SPECTRA LABORATORIES-KITSAP LLC	TESTING:RADIUM 226 SNOW CREEK PUMP	206.08
				TESSTING LEAD & COPPER MATS VIEW	66.24
				TESSTING LEAD & COPPER MATS VIEW	165.60
				TESTING:COLI-ECOLI VALIANI ANNUAL	45.08
				TESTING:COLI/ECOLI SKYWATER ANNUA	45.08
				TESTING-COLI/ECOLI PROJECT-VANDECA	45.08
				TESTING:COLI/ECOLI BISHOP HGTS ANNU	45.08
				<b>Total for Check/Tran - 113112:</b>	<b>618.24</b>
113113 01/25/2017	CHK	10331	ST VINCENT DE PAUL	DEC 2016 POWERBOOST/ST VINCENT DE P	2,227.07
113114 01/25/2017	CHK	10234	STATE AUDITORS	AUDIT# 44029/AUDIT PERIOD 15-15	2,472.74
				AUDIT# 44029/AUDIT PERIOD 15-15	506.46
				<b>Total for Check/Tran - 113114:</b>	<b>2,979.20</b>
113115 01/25/2017	CHK	10327	US POSTMASTER	PO BOX RENT 12 MONTHS 2017	116.20
				PO BOX RENT 12 MONTHS 2017	23.80

02/01/2017 8:21:58 AM

Accounts Payable  
Check Register

01/07/2017 To 01/30/2017

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
<b>Total for Check/Tran - 113115:</b>					140.00
113116 01/25/2017	CHK	10256	UTILITIES UNDERGROUND LOCATION	LOCATES - DEC 2016/ACCT #120700	104.49
				LOCATES - DEC 2016/ACCT #120700	9.50
<b>Total for Check/Tran - 113116:</b>					113.99
113117 01/25/2017	CHK	10260	WA STATE DEFERRED COMPENSATION	PL DEFERRED COMP EE	3,530.95
				PL DEFERRED COMP ER	608.07
<b>Total for Check/Tran - 113117:</b>					4,139.02
113118 01/25/2017	CHK	10267	WA STATE SUPPORT REGISTRY	PL CHILD SUPPORT EE	162.00
113119 01/25/2017	CHK	10269	WAVE BROADBAND	101P S PT RD ACCT#8136150210037860	66.40
113120 01/25/2017	CHK	10496	WELLS FARGO VENDOR FIN SERV	4 CORNER COPIER RENT/ACCT#6328357-00	235.22
				4 CORNER COPIER RENT/ACCT#6328357-00	48.18
<b>Total for Check/Tran - 113120:</b>					283.40
113121 01/25/2017	CHK	10271	WESCO RECEIVABLES CORP	TREE WIRE STRIPPER	911.22
				WIRE SVC-DROP #2 CONCH XLP 500	1,111.80
<b>Total for Check/Tran - 113121:</b>					2,023.02
113122 01/25/2017	CHK	10529	WILSON CONSTRUCTION CO.	CAMP HARMONY WORK	27,791.14
113123 01/30/2017	CHK	10481	AMAZON	LED SPOT LIGHT-WAREHOUSE	1,019.16
				FR GLOVES	27.52
<b>Total for Check/Tran - 113123:</b>					1,046.68
113124 01/30/2017	CHK	10447	ANIXTER INC.	CT 100:5 LARGE OVAL W/O BUSBAR	282.04
113125 01/30/2017	CHK	10484	BORE IT INC	CAMP HARMONY W/O# 15246	13,235.06
113126 01/30/2017	CHK	10295	DYLAN BRACKNEY	TRAVEL REIMBURSE JAN 2017 CAMP RILE	246.10
113127 01/30/2017	CHK	10460	PAMELA J BROWNING	TRANSCRIPTION SVC DEC 2016	685.00
113128 01/30/2017	CHK	10041	CDW GOVERNMENT	TRIPP DVI-D VGA ADAPTER CONVERTER	32.34
113129 01/30/2017	CHK	10042	CELLNET TECHNOLOGY INC	DECEMBER METER READS/CUST#100088	25,541.91
113130 01/30/2017	CHK	10074	EMPLOYMENT SECURITY	4TH QUARTER 2016 SUTA	526.40
113131 01/30/2017	CHK	10076	ENERSYS DELAWARE INC	RECLOSER BATTERIES	870.96
113132 01/30/2017	CHK	10078	BSCI	JANUARY 2017 SAFETY TRAINING	1,632.00
113133 01/30/2017	CHK	10084	EXPRESS SERVICES, INC	ACCT#17600731 1/15/17 37.75HRS ACCT ASS	740.38

02/01/2017 8:21:58 AM

Accounts Payable  
Check Register

01/07/2017 To 01/30/2017

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				ACCT#17600731 1/15/17 37.75HRS ACCT ASS	151.65
<b>Total for Check/Tran - 113133:</b>					<b>892.03</b>
113134 01/30/2017	CHK	10094	GENERAL PACIFIC, INC	MOUNTING PLATES-URD CABINETS METER 2S - CL200 PRG	137.34 2,953.36
<b>Total for Check/Tran - 113134:</b>					<b>3,090.70</b>
113135 01/30/2017	CHK	10168	OLDCASTLE PRECAST	CONCRETE VAULT/612-PGE BASE, MIDDLE	6,512.76
113136 01/30/2017	CHK	10385	OLYMPIC BOAT TRANSPORT LLC	CRANE SERVICE LUDLOW SUB. WO #17014 CRANE SERVICE LUDLOW SUB. WO #17014	408.75 -33.75
<b>Total for Check/Tran - 113136:</b>					<b>375.00</b>
113137 01/30/2017	CHK	10170	OLYMPIC EQUIPMENT RENTALS	STA-PIN 1/4X2 1/8, H HILLMAN FASTENER TRAILER CLIP - ALL VEHICLES	4.63 10.88
<b>Total for Check/Tran - 113137:</b>					<b>15.51</b>
113138 01/30/2017	CHK	10534	ONEPATH SYSTEMS, LLC	WEB HOSTING/SUPPORT WEB HOSTING/SUPPORT	273.90 56.10
<b>Total for Check/Tran - 113138:</b>					<b>330.00</b>
113139 01/30/2017	CHK	10188	PLATT ELECTRIC SUPPLY	PVC 1QT PVC CEMENT W/BR TOP PVC 4-IN SLIP COUPLING 2" 90DEGR SWEEPWBELLEND & CONDUIT 2" 90DG W/BELLEN, PVC 3"SWEDGE,PVC 4 HDPE DUCT 4"	477.88 153.54 1,556.52 813.90 7,784.02
<b>Total for Check/Tran - 113139:</b>					<b>10,785.86</b>
113140 01/30/2017	CHK	10193	PORT TOWNSEND LEADER	01/04 WEB PKG, 01/03 1/4 PG COLOR	288.75
113141 01/30/2017	CHK	10194	PORT TOWNSEND MUFFLER & FABRIC	PLATE MOUNT SAFETYCONES: BCKT403T	328.79
113142 01/30/2017	CHK	10207	RAIN NETWORKS	DELL SONICWALL NSA3600FIREWALL, 4P DELL SONICWALL NSA3600FIREWALL, 4P	255.05 6,533.46
<b>Total for Check/Tran - 113142:</b>					<b>6,788.51</b>
113143 01/30/2017	CHK	10226	SOS PRINTING	BUSINESS CARDS FOR JEFF, MELISSA & JE BUSINESS CARDS FOR JEFF, MELISSA & JE	189.08 38.73
<b>Total for Check/Tran - 113143:</b>					<b>227.81</b>
113144 01/30/2017	CHK	10479	WAPRO	WAPRO ACTIVE MEMBER RENEWAL- A. J WAPRO ACTIVE MEMBER RENEWAL- A. J	20.75 4.25
<b>Total for Check/Tran - 113144:</b>					<b>25.00</b>

02/01/2017 8:21:58 AM

Accounts Payable  
Check Register

01/07/2017 To 01/30/2017

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
113145 01/30/2017	CHK	10269	WAVE BROADBAND	154173 PARADISE BAY RD	66.45
113146 01/30/2017	CHK	10271	WESCO RECEIVABLES CORP	J-BOX GREEN 20" X 33" QTY 3 WIRE 1/0 AL URD CN PRI 15KV TOOLS J-BOX GREEN 20" X 33" QTY 17	353.91 53,435.48 579.40 2,005.50
<b>Total for Check/Tran - 113146:</b>					<b>56,374.29</b>

<b>Total Payments for Bank Account - 1 :</b>	(156)	1,255,677.37
<b>Total Voids for Bank Account - 1 :</b>	(0)	0.00
<b>Total for Bank Account - 1 :</b>	(156)	1,255,677.37
<b>Grand Total for Payments :</b>	(156)	1,255,677.37
<b>Grand Total for Voids :</b>	(0)	0.00
<b>Grand Total :</b>	(156)	1,255,677.37

## JEFFERSON COUNTY PUD NO 1

## Payroll Direct Deposit

1/27/2017

<u>Empl</u>	<u>Name</u>	<u>Net Pay</u>
1016	KURT W ANDERSON	4,525.71
3024	ASHLEY M BIRDSALL	907.38
1000	DYLAN C BRACKNEY	2,098.51
4004	KENNETH R COLLINS	972.94
1019	BILL C COOPER	3,306.31
3000	KIMBERLY A COTTIER-HOL	1,438.27
1017	ALYSON J DEAN	2,270.04
1003	DAVID E ELIAS	1,873.24
1004	CASEY L FINEDELL	2,912.03
3002	JEFFREY T GORDON	1,036.28
3003	JANEL D GRABNER	1,036.09
3004	WILLIAM A GRAHAM	2,147.35
3020	JEAN M HALL	1,402.91
3005	ANNETTE JOHNSON	1,858.34
1020	JEREMIAH J JONES	3,217.29
4002	WAYNE G KING	900.53
1018	MARIANNE E KLINE	1,409.18
1008	BO D LEE	4,926.32
3008	KRISTOFFER M LOTT	2,719.27
3026	DEBRA R LUND	2,325.39
3027	JILL M PADDOCK	974.14
3011	JAMES G PARKER	2,559.68
1009	ROBERT W PHILLIPS	2,340.15
1010	ERIK A PRYOR	1,755.62
1026	LORALEI S RAE	1,442.88
4006	JEFFREY W RANDALL	1,764.23
2002	DOUGLAS M REEDER	1,684.53
1027	JIMMY R SCARBOROUGH	2,711.22
1011	DONALD K STREETT	3,184.62
3013	NATHALIA TANTUM	2,156.61
1012	ERIC A THARALDSEN	5,906.72
1013	BRIAN W VAN NESS	1,996.45
1014	GERRIT J VAN OTTEN	1,750.73
3022	PAMELA A VREEKEN	995.89
3014	MAUREEN A WHIPPY	1,053.81
1015	COLTON L WORLEY	2,563.45
3016	ADAM F YORK	1,406.72
3025	KIM M YOUNGER	2,455.02

**Grand Total:** \$ 81,985.85

Jefferson County PUD #1

Payroll Warrants

1/27/2017

Empl #	Name	Ck #	Net Pay
3029	MELISSA J BLAIR	70264	562.10
2000	RANDALL L CALKINS	70265	1,580.44
2001	JOSE M ESCALERA-ESTRADA	70266	1,589.80
3028	RITA J HOAK	70267	752.68
2003	JERRY L RUBERT	70268	2,018.99
2004	ERIC R STOREY	70269	2,375.79
<b>Grand Total:</b>			<u>8,879.80</u>



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

**RESOLUTION NO. 2017-002**

A RESOLUTION of the Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington ("the PUD"), adopting an Low-Income citizens reduced utility rates policy.

WHEREAS, RCW 54.24.080 provides the rates and charges shall be fair and nondiscriminatory, except as authorized 74.38.070 paragraph; and

WHEREAS, RCW 74.38.070 states that PUD's may provide such services at reduced rates for senior low-income citizen or other low-income citizen as defined by a resolution adopted by the governing body; and

WHEREAS, the PUD Board of Commissioners adopted and rescinded Resolution 2002-001 adopting a low income senior citizens and low income disabled citizens reduced rate policy for its water customers; and

WHEREAS, the PUD Board of Commissioners adopted Resolution 2013-007 adopting a low income senior citizens and low income disabled citizens reduced rate policy for its water and electrical customers; and

WHEREAS, the Citizen Advisory Board recommended that the PUD Board of Commissioners expand their low income program to serve all eligible low-income PUD citizens; and

WHEREAS, the PUD Board of Commissioners desires to extend the reduced rates to all eligible PUD low-income electrical, water, and sewer citizens;

NOW, THEREFORE, BE IT RESOLVED that:

Resolution 2013-007 be rescinded, and that PUD#1 of Jefferson County will implement a low-income citizens utility rate program as outlined in Exhibit A of this resolution for all qualifying PUD's water, sewer and electrical customers.

That currently approved PUD Low-income senior citizens discount rate will be extended for one year at its current rate, after which that program will terminate and their eligibility will be calculated under the new program policies and guidelines.

That currently approved PUD Low-Income disabled citizens will automatically be moved into the new PUD Low-Income Citizens Program and will be subject to the terms of that program.

That current PUD customers that received a Low Income Heating Energy Assistance Program (LIHEAP) grant by OlyCAP in 2016 and/or 2017 will automatically be enrolled in the PUD Low-Income Citizens Program and will be subject to the terms of that program.

ADOPTED by the Commission of Public Utility District No. 1 of Jefferson County, Washington, at a regular open meeting held this 7<sup>th</sup> day of February 2017.

Kenneth Collins  
President

Jeff Randall  
Vice President

Wayne G. King  
Secretary

## Exhibit “A”

### Resolution 2017-002

#### PUBLIC UTILITY DISTRICT #1 OF JEFFERSON COUNTY LOW INCOME CITIZENS RATE REDUCTION PROGRAM.

**Low-Income Citizen;** A “low income citizen” is a person whose gross household income does not exceed one hundred twenty-five percent of the Federal Poverty Guidelines (FPG) as published by the U.S. Department of Health and Human Services and as verified by OlyCAP using their guidelines for the Low Income Heating Energy Assistance Program (LIHEAP). Low-income citizens whose completed application has been approved by OlyCAP are eligible for the following PUD rate reductions:

Residential Electrical: \$ 35.00 per month

Residential Water: 30% of Base Charge

Residential Sewer: 30% of Base Charge

**Qualifications:** Application Process. To qualify a PUD utility customer must meet the Low Income Heating Energy Assistance Program (LIHEAP) grant approval requirements as determined and verified by OlyCAP. The customer will automatically be enrolled for a period of eighteen (18) months.

**Renewal:** Following OlyCAP approval, the utility customer will be enrolled in the PUD Low-Income Citizens Rate Reduction Program for a period of eighteen (18) months. After which they will be dropped from the program, unless they have gone through the application process again and have been verified by OlyCAP.

**High Usage.** Unreasonably, high electric or water usage for a residential home, use of electricity or water for business or business-like purposes, multiple accounts, or other extraordinary circumstances may disqualify a customer from receiving a reduction.

**Filing Period:** Customers can file at any time for this program. The customer must apply through OlyCAP.

**Change of status Report:** If income status changes, a report must be filed with the PUD.

**Budget Billing Program.** All eligible PUD customers are encouraged to participate in the PUD’s Budget Billing Program.

**Appeal on Denial of Claim:** If the applicant does not meet the qualification as provided by the District guidelines, the application shall be denied.

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

**RESOLUTION NO. 2017 – 004**

A RESOLUTION of the Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington ordering the Segregation of an Assessment on the Assessment Roll of Local Utility District No. 5

WHEREAS, Resolution No. 94-388 adopted on the 3<sup>rd</sup> day of August 1994 levied and confirmed an assessment against Parcel 977 100 704 (OCEAN GROVE ESTATES #2 BLK 7 LOT 8 SUBJ TO EASE V522/P882) , a 3 bedroom connection to the LUD#5 Large Onsite Septic System, in the name of Highland Arms LTD, in the amount of \$10,681.43; and

WHEREAS, said assessment has been paid in full, but never used; and

WHEREAS, the current property owners of parcel #977100704, wishes to transfer the assessment and the septic connection to parcel 977100844; and

WHEREAS, the current property owner understands that by transferring of the assessment from one parcel to another will mean that the assessment and the sewer connection have been transferred and there is no guarantee the initial parcel will have a sewer connection available.

NOW, THEREFORE, BE IT RESOLVED that a copy of this Resolution shall be delivered to the Treasurer of Jefferson County, Washington, who is authorized and directed to make the following segregation upon the Assessment Roll of Local Utility District No. 5:

From:  
Parcel #977100704.....original full assessment..... \$10,681.43  
To:  
Parcel # 977100844 .....full assessment paid off..... .... \$0.00

ADOPTED by the Commission of Public Utility District No. 1 of Jefferson County, Washington, at a regular open meeting held this 7<sup>th</sup> day of February 2017.

Kenneth Collins  
President

Jeff Randall  
Vice President

Wayne G. King  
Secretary

**IN WITNESS WHEREOF** I have hereunto set my hand and affixed the seal of the Corporation  
this 7th day of February 2017.

---

Wayne King, Secretary

(Corporate Seal)

**Contract Agreement  
Between  
Jefferson County Public Utility District (JPUD)  
and  
Olympic Community Action Partnership**

**1. Effective Date**

The terms of this agreement shall apply to service provided during the time period between January 1, 2017 and September 30, 2017. This Agreement may be renewed by mutual written agreement of the parties.

**2. Services Provided by AGENCY**

Olympic Community Action Partnership (AGENCY) agrees to perform the services detailed in Exhibit A of this Agreement.

**3. Program**

The Residential Low Income Weatherization Program (Program) is a program run in conjunction with the Bonneville Power Administration (BPA) and JPUD. It is designed to assist with the installation of certain electric energy saving weatherization measures in homes of low income customers residing within the electric service territory of JPUD. All JPUD committed funds associated with this agreement will be used to fund installation of BPA qualified measures of low-income customers receiving service from participating utilities. The Agency may use other funding to cover measures not covered by the BPA program. Agency will take steps to ensure that only BPA program energy saving measures actually installed will be reported to JPUD.

**4. Promotion and Printed Materials**

All written materials, and the use of the JPUD or participating utility name, designed to describe or promote the program shall be coordinated between AGENCY and JPUD or the participating utility. Any use of JPUD's or a participating utility's logo or name, shall be approved by JPUD.

**5. Confidentiality**

AGENCY will keep all JPUD customer information to which it may gain access to confidentially, and use it only for performance of its obligations under this Agreement. AGENCY shall not release such member information to any third party without written permission from JPUD. AGENCY will treat member information as confidential information and mark as such in its filing system. JPUD can access customer information from the AGENCY and its subcontractors for any auditing purposes related to the terms of this agreement. If AGENCY uses any consultants or subcontractors to perform any of its obligations under this Agreement, they must abide by this same confidentiality provision. If JPUD is legally required to provide any information obtained by AGENCY to a third party, AGENCY will cooperate with JPUD in providing such information, but otherwise will keep such information confidential as required herein.

## 6. Payment

JPUD will pay AGENCY the allowable BPA incentive payment for the measures installed plus a federally approved Indirect Cost Rate 12.5 for AGENCY administrative costs (so-called “performance payment”). AGENCY is responsible for collecting from the customer any additional funds for work performed that are not covered by the BPA willingness-to-pay provisions. AGENCY is required to review this with the customer, and AGENCY shall acquire prior written acknowledgement from the customer prior to beginning installation of measures.

## 7. Budget

JPUD will commit a total of \$30,000 to reimburse AGENCY for low-income weatherization measures installed in participating utilities low income customer homes for the January 1, 2017 – September 30, 2017 Rate period. This includes the cost for AGENCY administration fees.

## 8. Insurance

Without limiting any liabilities or any other obligations of AGENCY, AGENCY shall prior to commencing work, secure and continuously carry with insurers, and provide evidence of such coverage to JPUD, the following insurance coverage:

- Commercial General Liability Insurance with a minimum single limit of \$1,000,000.
- Business Automobile Liability Insurance with a minimum single limit of \$1,000,000 for bodily injury and property damage, with respect to AGENCY’s vehicle, whether owned, hired or non-owned, assigned to, or used in the performance of the work.

## 9. Workers Compensation

AGENCY shall comply with all applicable workers compensation acts in the State of Washington, and shall furnish proof thereof satisfactory to JPUD prior to commencing work.

## 10. Indemnification

AGENCY specifically and expressly agrees to defend, indemnify and hold harmless JPUD, members of JPUD’s Board, officers and agents (collectively INDEMNITEES) against and from any and all losses, claims, demands, suits or costs and damages of every description, including attorney’s fees, brought or made against or incurred by any of the INDEMNITIES resulting from, arising out of, or in any way connected with any act, omission, fault, or negligence of AGENCY, its employees, agents or representatives in the performance or nonperformance of AGENCY’s obligations under this Agreement, or in any way related to this Agreement. AGENCY’s indemnity obligation under this article shall not extend to any liability caused by the sole negligence of any or the INDEMNITEES.

**IN THE EVENT OF ANY CLAIMS AGAINST THE DISTRICT, ITS APPOINTED AND ELECTED OFFICERS, AND ITS EMPLOYEES AND AGENTS, BY ANY EMPLOYEE OF THE AGENCY, THE INDEMNIFICATION OBLIGATION OF THIS PARAGRAPH SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES OR COMPENSATION BENEFITS PAYABLE BY OR FOR THE AGENCY UNDER APPLICABLE WORKERS OR WORKMEN'S COMPENSATION, BENEFIT, OR DISABILITY LAWS (INCLUDING, BUT NOT LIMITED TO, THE INDUSTRIAL INSURANCE LAWS OF TITLE 51 OF THE REVISED CODE OF WASHINGTON, AND THE LONGSHOREMEN AND HARBORWORKERS COMPENSATION ACT). THE AGENCY EXPRESSLY WAIVES ANY IMMUNITY THE AGENCY MIGHT HAVE UNDER SUCH LAWS, AND BY AGREEING TO ENTER INTO THIS AGREEMENT, ACKNOWLEDGES THAT THE FOREGOING WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.**

#### 11. Independent Contractor

AGENCY is an independent contractor, and all persons employed by AGENCY in connection herewith shall be employees of AGENCY, and not employees of JPUD in any respect.

#### 12. Entire Agreement

This Agreement including:

- Exhibit A: Services Performed by Agency (missing)
- Exhibit B: WA State Department of Commerce Weatherization Specifications (missing)
- Exhibit C: BPA's Implementation Manual Residential Section (missing)

Attached hereto (which are incorporated herein as part of this agreement), contains the entire understanding between JPUD and AGENCY and supersedes any prior written or oral agreements or understanding, and there are no oral understandings or representations outside this Agreement. This Agreement may be amended or modified by either party upon thirty (30) days written notice from one party or the other. The provisions of Sections r through 12 of this Agreement shall survive the termination of this Agreement.

#### 13. Termination

This Agreement shall be in effect until September 30, 2017, but may be renewed by written agreement by both parties. This Agreement may be terminated by either party upon thirty (30) days written notice from one party to the other. The provisions of Section 5 through 12 of this Agreement shall survive the termination of this Agreement.

14. Assignment

AGENCY shall not assign this Agreement, or any part hereof, without the prior written consent of JPUD, and any attempted assignment in violation hereof shall be void.

15. Invalid Provisions

If any provisions of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, each provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in term to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

This Agreement is agreed to and accepted by:

Public Utility District No 1  
of Jefferson County

Olympic Community Action Programs

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## EXHIBIT A

### OlyCAP Weatherization Services Overview

A proposal for project coordination with  
**Jefferson Public Utility District Conservation Program**

This proposal is intended to suggest a basic framework for the delivery of coordinated services between Olympic Community Action Weatherization Program (OLYCAP WX) and Jefferson Public Utility District Conservation Program (JPUD CP). The objective of this proposed workflow is to weatherize homes and provide other essential services to electrically-heated, low-income households in Jefferson County.

#### **Attachments:**

- I. OLYCAP WX Weatherization Inquiry form
- II. OLYCAP WX standard Notice of Privacy Practices
- III. Sample Energy Audit and Project Workbook, which covers the entire project workflow from application through to final survey

#### **Background and Purpose**

To reduce the burden of high energy bills, OLYCAP WX provides weatherization and conservation education services to low income households in Clallam and Jefferson Counties. As OLYCAP WX is often fund-limited, WX proposes to utilize JPUD's BPA Conservation funding to serve additional households in Jefferson County.

#### **Capabilities of OLYCAP WX Weatherization**

Below is a brief overview of services currently performed by OLYCAP WX in the performance of the Weatherization Assistance Program.

- ***Application processing and household income verification-*** Upon receipt of a weatherization application, OLYCAP WX staff evaluates the application for income qualification within the accepted guidelines and requirements at the time received. During this screening, the priority of the household is also considered. Families with disabilities, small children, very low income, and unusually high energy usage are all considered priority households.

Clients currently access program services in several ways, either through direct application or from referrals from outside programs. OLYCAP WX is monitored Washington State Department of Commerce to ensure that its intake process and forms are complete and up-to-date.



- **Home Assessment, Energy Audit, and Weatherization Efforts-** OLYCAP WX staff performs residential energy audits and home assessments to the current standards of the US Department of Energy, the National Renewable Energy Laboratory, and the Building Performance Institute. The energy audit is designed to collect information about household energy usage through visual inspection and diagnostic testing.

The intent of the energy audit is to develop a scope of energy conservation measures to be installed by qualified contractors without cost to the client. The scope of work is evaluated for cost effectiveness with energy modeling software, and is not released to the contractor without first determining a Savings-to-Investment Ratio of 1 or greater. (For the full scope of the energy audit, please refer to Attachment III).

OLYCAP WX will, with client consent, share the information collected during the energy audit with JPUD CP. This will help assist JPUD in the evaluation of the home, whether for JPUD CP's own internal direct-service programs, or for the direct funding of OLYCAP WX services.

- **Performance of Services:** OLYCAP WX selects contractors through an extensive public bid process to ensure proper qualification to perform the scope of work. OLYCAP WX inspects all projects, both in progress and during a comprehensive Quality Control final inspection, to ensure that work is done to program standards or higher, that clients are treated with respect and dignity, and that project objectives are met.
- **Warranty-** OLYCAP WX educates clients on proper maintenance of work installed through its own weatherization program, and informs them of warranties on all relevant parts and labor.
- **Term of Eligibility-** Clients are eligible for Weatherization services for a term of one (1) year from the date of eligibility. This term of eligibility does not guarantee that the financial circumstances in the household will not change, but is intended to accommodate funding availability as well as contractor workload.
- **Record Retention-** Records for households served by OLYCAP WX are kept for a minimum of eight years. Applications for households that are not served are kept for a minimum of two years, and then securely destroyed.
- **Referrals-** OLYCAP WX will refer all interested clients to JPUD CP conservation programs. All OLYCAP WX referrals to JPUD CP will be shown to be eligible by current OLYCAP WX program definitions. OLYCAP WX will relay the principle qualifications of the household so JPUD CP staff can evaluate the household for its own



conservation services. OLYCAP WX will not refer ineligible clients to JPUD CP without expressly stating that the household is ineligible by OLYCAP WX program standards.

- **Client Privacy-** OLYCAP WX will not refer private information from clients that do not sign OLYCAP WX's Notice of Privacy Practices (Attachment II), or otherwise refuse to waive release of confidential information to JPUD.
- **Coordination-** In certain situations OLYCAP WX may be unable to assist a household because it is beyond scope, meaning that the house requires work that OLYCAP WX does not have the funding and/or qualified contractor pool to install. In such situations JPUD CP may still be able to provide essential services to the household. As a result, weatherization may be able to proceed after JPUD involvement. Conversely, JPUD may have projects that need OLYCAP WX involvement in order to proceed with utility-sponsored rebate and incentive programs.

In an effort to make the best use of each program's intended purpose, as well as joint projects, OLYCAP WX will perform the home assessment directly after eligibility is determined and will either declare its intent to pursue weatherization efforts or defer the project. If the project is feasible, OLYCAP WX will then provide a general timeframe for the project through to final inspection, but cannot be responsible for delays beyond its control, for example scheduling conflicts with clients, contractors, or delays resulting from outside inspections provided by State and Municipal agencies.

If OLYCAP WX cannot proceed due to existing conditions in the home, OLYCAP WX will refer the project to outside programs and resources, JPUD CP included, in an effort to help the household get the necessary repairs completed so that it may qualify for future weatherization. When referring this type of project to JPUD, OLYCAP WX will list these reasons for deferral along with its intent to defer the project. After JPUD involvement, JPUD CP may at its discretion refer the project back to OLYCAP WX for further consideration for weatherization services. OLYCAP WX will make all efforts to facilitate this outcome by providing contact information to the clients so they may apply for these resources, but OLYCAP WX has no authority to act as general contractor or case manager during this process.



### **Suggested Responsibilities of JPUD CP**

- ***Outbound referrals-*** Where appropriate, JPUD CP may refer interested utility subscribers to OLYCAP WX for weatherization services. This may be achieved by providing subscribers with OLYCAP WX contact info, OLYCAP WX promotional materials, or information on how to apply to OLYCAP WX directly. (For a sample referral form, refer to attachment I)
- ***Process Evaluation-*** So that OLYCAP WX can reliably refer qualified households, JPUD CP shall provide all relevant info regarding its internal eligibility policies to OLYCAP WX, and JPUD CP shall provide updates whenever those policies change. JPUD CP is encouraged to evaluate OLYCAP WX's application process to ensure satisfactory compliance with JPUD CP's own internal policies and procedures.
- ***Coordination-*** So as not to complicate permitting and scheduling of projects, JPUD CP should not proceed with its own internal conservation efforts or issue a Notice to Proceed (NTP) to its direct-service contractors while an OLYCAP WX project is underway.
- ***Continued Eligibility-*** JPUD may prefer to determine ongoing eligibility for its own programs during the timing of JPUD CP implementation. OLYCAP WX will clearly state the term of eligibility in its referral documents for each applicant to help avoid lapses in eligibility, but can assume no responsibility to provide ongoing income eligibility documentation for the households referred.



**Attachment I**

  PLEASE SUBMIT to: OlyCAP Weatherization Program 228 W 1st St, Suite J ♦ Port Angeles, WA 98362 ♦ (360) 452-4726	<b>Weatherization Inquiry</b>  <small>WxInquiryForm (Rev. 6/2016)</small>
<p><b>Name</b> <input style="width: 95%;" type="text"/></p> <p><b>Phone</b> <input style="width: 95%;" type="text"/></p> <p><b>Email</b> <input style="width: 95%;" type="text"/></p> <p><b>Home Address</b> <input style="width: 95%;" type="text"/></p> <p><b>Mailing Address</b> <input style="width: 95%;" type="text"/></p>	
<p><b>Are you a:</b>      Renter <input type="checkbox"/>      Homeowner <input type="checkbox"/></p>	
<p><b>What type of home do you have:</b></p> <p>Site-built <input type="checkbox"/>      Mobile Home <input type="checkbox"/>      Duplex/Multifamily <input type="checkbox"/></p> <p><small>(Please be aware that we cannot weatherize boats or recreation vehicles)</small></p>	
<p><b>How many people live in the home, including children and non-relatives?</b> <input style="width: 80%;" type="text"/></p>	
<p><b>What is the estimated monthly gross income of the entire household, before deductions?</b> <input style="width: 80%;" type="text"/></p>	
<p><b>Have you or anyone in your household received Energy Assistance (LIHEAP) from OlyCAP in the last 12 months?</b>      <input type="checkbox"/>      <input type="checkbox"/>      <input type="checkbox"/></p> <p style="text-align: right;"><small>Yes      No      Unsure</small></p>	
<p><b>Is so, what is their name?</b> <input style="width: 95%;" type="text"/></p>	
<p><b>Has the home been weatherized before?</b>      <input type="checkbox"/>      <input type="checkbox"/>      <input type="checkbox"/></p> <p style="text-align: right;"><small>Yes      No      Unsure</small></p>	
<p><small>Thank you for taking the time to fill this out completely, we will send you an application package that best fits your situation as soon as possible. You may also download an application package directly at:</small></p> <p><b><a href="http://olycap.org/get-help/weatherization">http://olycap.org/get-help/weatherization</a></b></p>	



## Attachment II

 <p>823 Commerce Loop Port Townsend, WA 98368 (360) 385-2571</p>	<h1>Notice of Privacy Practices</h1> <p>Form 1032 (Rev. 6/2011)</p>
<p><b>To our clients:</b> <i>In the course of applying for and receiving services from Olympic Community Action Program (OlyCAP), clients frequently must disclose certain health and other types of personal information. This Notice describes how such information about you may be used and disclosed by OlyCAP and how you can get access to it. Please review this Notice carefully; you will be asked to sign an acknowledgement that you have received it.</i></p> <p><b>How we may use and disclose your personal information:</b></p> <p>In accordance with federal law, without your specific consent or authorization, your personal information may only be used and disclosed for the following reasons:</p> <ul style="list-style-type: none"><li>• <i>Treatment</i> — Your personal health information may be used to provide you with appropriate medical treatment, care and services. In order to provide the best care, we may need to know specific medical conditions about you, such as your allergies.</li><li>• <i>Payment</i> — Your personal health information may be disclosed so that the medical treatment, care and/or services that you received from this agency may be billed and payment may be obtained from you, Medicaid or a third-party. We may need to share such information as your name, address or social security number and other information in order to identify you as a recipient of such services.</li><li>• <i>Operations</i> — Other personal information may be used to evaluate and assure quality services. We may use and disclose your personal information to conduct and arrange for services including for quality review, accounting, legal, risk-management, audit functions, fraud and abuse detection and contractual compliance purposes. We may contact you to set up appointments, provide appointment reminders or to provide you with information on other benefits that may be of interest to you.</li><li>• <i>Other Uses or Disclosures</i> — Your personal information may be used or disclosed for court-ordered purposes, to report any suspicion of child or vulnerable adult abuse or neglect, to report the potential for harm to self or others or to avert a serious threat to public health or safety.</li></ul> <p><b>Uses and disclosures requiring your written authorization:</b></p> <p>Except as described in this Notice or in the laws that apply to the operations of this Agency, other uses and disclosures of your personal information will be made only with your written consent. We will ask you to sign a "release of information" form identifying specifically with whom we may share your personal information in order to provide you with appropriate coordination of services. If you sign such a release, you may revoke or change it, in writing, at any time.</p> <p><b>Your individual rights:</b></p> <p>The specific records containing your personal information and any billing records which we may create and store are the property of Olympic Community Action Programs. The protected information contained in those records, however, generally belongs to you.</p> <p>Accordingly, you have the following rights:</p> <ul style="list-style-type: none"><li>• <i>You have the right</i> to receive, read and ask questions about this Notice.</li></ul>	



- *You have the right* to ask us to restrict certain uses and disclosures. You must make this request in writing and specify what information you would like restricted. We are not necessarily required to agree with your request.
- *You have the right* to request how and where the Agency should send communications about your personal information. These requests must be made in writing and we will accommodate all reasonable requests.
- *You have the right* to request, in writing, to inspect and/or copy your personal information. If you request a copy of this information, we reserve the right to charge a fee to cover the cost of copying, mailing or other expenses associated with the request. We may deny your request in certain very limited circumstances.
- *You have the right* to request, in writing, that an amendment or a correction be made to your personal information if you believe our records to be incorrect or incomplete. If the information was not created by OlyCAP, however, we may be unable to change it. If we deny your request, you have the right to submit a written statement of disagreement that will be kept in your file.
- *You have the right* to obtain an accounting of some of our disclosures of your personal information. We are not required by the Health Insurance Portability and Accountability Act (HIPAA) to include disclosures for purposes of treatment, billing or agency operations. Your request must be made in writing and must include the time period for which you want to receive a list of disclosures. This time period may not include dates before April 14, 2003, and may not cover a period of more than six (6) years. You may obtain from us, without charge, one accounting in twelve months. A fee will be charged for any additional requests.
- *You have the right* to file a complaint, in writing, if you believe that your privacy rights have been violated by this agency. You may file a complaint with the privacy officer and/or the executive director of Olympic Community Action Programs at 803 W Park Ave, Port Townsend, WA 98368. You also have the right to file a complaint directly with the Secretary of the United States Department of Health and Human Services. You will not be penalized or discriminated against by this agency because you file a complaint.

**OlyCAP responsibilities:**

Olympic Community Action Programs is required to:

- Keep your protected information private;
- Give you this Notice of Privacy Practices; and,
- Abide by the terms of this Notice.

We reserve the right to change the terms of our *Notice of Privacy Practices* and to make the provisions of any new notice effective for all protected information that we maintain. We will publish our Notice of Privacy Practices on our web site (<http://www.olycap.org>), including any revisions. Copies of the Notice will always be maintained in any of our offices and may be requested at any time without charge to you.

For additional information about this Notice, please contact the agency's privacy officer by telephone at (360) 385-2571 or by e-mail at [privacy@olycap.org](mailto:privacy@olycap.org). The agency's principal business office is located at 823 Commerce Loop, Port Townsend, WA 98368.



**Attachment III**

OLYCAP WX Weatherization Project Workbook (see pdf file)

**Attachment IV**

Sample Weatherization brochure with JPUD and OlyCAP logos (see pdf file)

DRAFT



Weatherization Program

**Project Intake- Always Enter Client Info Here**

Certification Date:  Client  
 CAPilot HH ID :  Landlord (if applicable)  
 CAPilot PRR:

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Cell Phone \_\_\_\_\_  
 Email \_\_\_\_\_

Client Requirements:  Proof of Ownership  
 Recent Utility Bills  
 Income  
 Photo ID

Rental Requirements:  Landlord Agreement  
 Tenant's Rights Hand-out  
 Renter's Release

**Household information:**

Total monthly income:

Percent of FPL/ SMI:  #N/A  #N/A

Number of occupants:

Ages of occupants:

0-5	<input type="text"/>
6-17	<input type="text"/>
18-59	<input type="text"/>
60+	<input type="text"/>

Disabled:

Native American:

Tribe:

Primary Heat Type:

Secondary Heat Type:

Utility: \_\_\_\_\_

Account Number: \_\_\_\_\_

Total Energy Use: \_\_\_\_\_

Annual Heat Cost: \_\_\_\_\_

Monthly Baseline: \$  -

Energy Burden:

Years at this address?: \_\_\_\_\_

**Building Characteristics:**

Year Built: *e.g. 1/1/1978*  \*

Conditioned Square Footage

Previously Weatherized?

SHPO? Yes if >45

Housing Type

Housing Status	<input type="text"/> Rental
	<input type="text"/> Owner Occ.
Combustion Appliance	<input type="text"/> Yes
	<input type="text"/> No
Other	<input type="text"/> Knob & Tube
	<input type="text"/> Historic Site
	<input type="text"/> LSWP
Funding	<input type="text"/> HUD
	<input type="text"/> USDA
	<input type="text"/> None

Meter Type	<input type="text"/> Master
	<input type="text"/> Individual

Project Type

Date of Con-Ed \_\_\_\_\_

Number of CFLs \_\_\_\_\_



## Client Intake Checklist (client info will auto-populate)

	<u>Client</u>	<u>Landlord</u>
Name		
Address		
Mailing Address		
City, State, Zip		
Phone		
Cell		
Email		

Comments:

<p><i>Household:</i> _____ Client Info printout            _____ Proof of Ownership            _____ Rental info, including:                _____ Renter Release                _____ Renter Information                _____ Renter's Rights Handout                _____ Landlord Contract                _____ Landlord Contribution</p>	
<p><i>Utility:</i> _____ Supersheet Electric usage report            _____ Utility-provided 12-month history            _____ Recent Utility Bill</p>	
<p><i>Income:</i> _____ Supersheet Income Report            _____ BVS search            _____ Client income documents</p>	
<p><i>Client Ed:</i> _____ LBP Pamphlet handout            _____ CFL disposal information            _____ Mold Release Form signed            _____ Carbon Monoxide handout            _____ Pollution Source Survey Completed            _____ Blown Insulation Consent Form            _____ Privacy Act Notice            _____ Client Agreement Form            _____ Client Handout Checklist</p>	
<p><i>Intake info:</i> _____ Household Information Form printout            _____ LIHEAP or Wx application            _____ Current, clear, and legible photo ID            _____ CAPilot search, including:                _____ Income calculation                _____ Family and Residence ID</p>	
<p><i>Wx+Health:</i> _____ Client Intake            _____ Home Assessment</p>	

Uploaded and Certified by: \_\_\_\_\_

Date: \_\_\_\_\_



# Weatherization File Checklist

(info will auto-populate)

Name

Address

Mailing Address

City, State, Zip

Phone

Cell Phone

Owner info (if rental):

Name

Address

City, State, Zip

Phone

## Audit and Estimate

Audit (field)

Audit (printed)

Project/Line Item Deferral

TREAT report (if applicable)

Pictures of House

Historical Preservation

Additional documentation (if applicable):

*Justification for measures not done*

*Justification for window/door replacement*

*Repair/Replacement of water heaters*

*Refrigerator replacement*

*Heat System replacement*

*Repair or replacement of solid fuel systems*

*Repair or replacement of space heaters*

*Fuel Switching (with prior Commerce approval only)*

Cost Estimate and Internal Authorization Form



## Weatherization File Checklist

Name \_\_\_\_\_

Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_

Owner info (if rental):

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

## Work through Quality Control Inspection

\_\_\_\_\_ Client Agreement

\_\_\_\_\_ Landlord Agreement, if applicable

\_\_\_\_\_ Landlord Contribution, if applicable

\_\_\_\_\_ Contractor Notice to Proceed

\_\_\_\_\_ In-Progress Work Inspections, and as applicable:

\_\_\_\_\_ Combustion Safety Test Report

\_\_\_\_\_ Diagnostic Test Report

### Quality Control Inspection

\_\_\_\_\_ Final QCI Inspection

\_\_\_\_\_ Combustion Safety Test Report

\_\_\_\_\_ Diagnostic Test Report

\_\_\_\_\_ Final Ventilation Calculations

\_\_\_\_\_ Client Sign off

### Contractor Documents:

\_\_\_\_\_ Req for Inspection

\_\_\_\_\_ Insulation Certificate

\_\_\_\_\_ CAZ Final Report

\_\_\_\_\_ CAZ Daily Report(s)

\_\_\_\_\_ Diagnostic Test Report

\_\_\_\_\_ Ventilation Worksheet

\_\_\_\_\_ LSWP Certification if applicable

\_\_\_\_\_ Permit(s)

### Additional Inspection reports

\_\_\_\_\_ Electrical

\_\_\_\_\_ Woodstove

\_\_\_\_\_ Other \_\_\_\_\_

WIDS Inspection Report completed by Agency



## Weatherization Closeout Checklist

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Cell Phone \_\_\_\_\_

Owner info (if rental):

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_

## Fiscal & File Closeout Paperwork

\_\_\_\_\_ Job Estimate to Actual  
\_\_\_\_\_ Job Cost Summary(s)  
\_\_\_\_\_ Change Order(s)  
\_\_\_\_\_ Job Tracker  
\_\_\_\_\_ MIP Report  
\_\_\_\_\_ PUD Reports (if applicable)  
\_\_\_\_\_ WIDS Closeout  
\_\_\_\_\_ Sent to Accounts Payable  
CAPilot Closeout:  
\_\_\_\_\_ Work Scope  
\_\_\_\_\_ Completed Unit of Service  
\_\_\_\_\_ Confirmed Household

Contractor Documents:

\_\_\_\_\_ Intent  
\_\_\_\_\_ Affidavit  
\_\_\_\_\_ Invoices

Client Documents:

Project final letter sent to Client



Client Name: \_\_\_\_\_

Job No: 1



Auditor: \_\_\_\_\_ Intake Date: \_\_\_\_\_ Audit Date: \_\_\_\_\_ Phone No.: \_\_\_\_\_

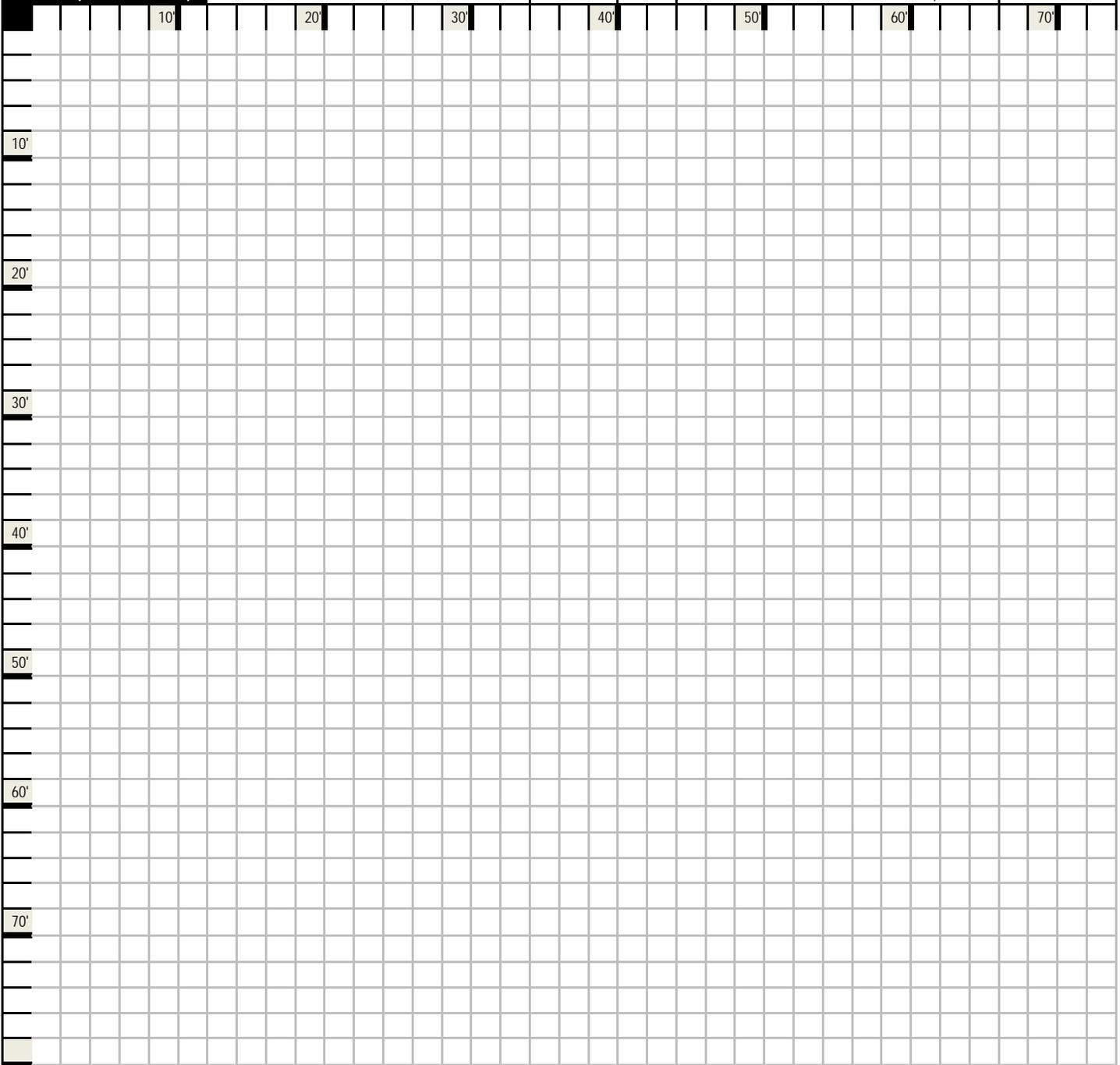
Client Address: \_\_\_\_\_  
0, 0

Owner Address (if rental): \_\_\_\_\_

notes: \_\_\_\_\_

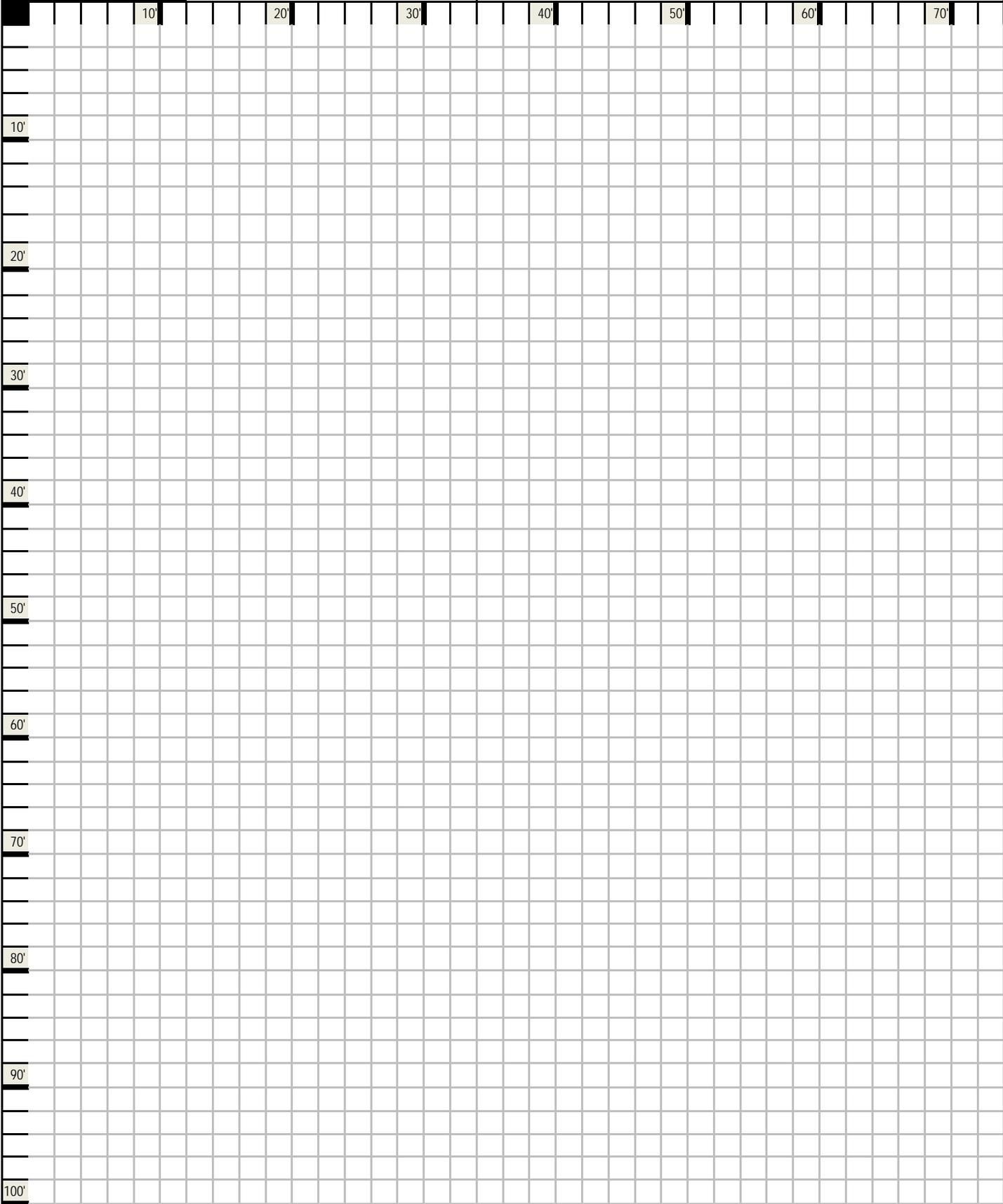
GENERAL CHARACTERISTICS			
Dwelling Type:	_____	Rental?	_____
Year Built:	_____		_____
Stories (conditioned):	_____		_____
Foundation:	_____		_____
Roof:	_____	Layers?	_____
Condition?	_____		_____
Roof Color	_____	Gutters	_____
Siding:	_____	Siding color	_____
Primary Heat Source	_____	Type	_____
Other	_____		_____
Secondary Heat Source	_____	Type	_____
Other	_____		_____
Other Heat:	_____		
Occupants:	_____	Conditioned Square footage	_____
Bedrooms:	_____	Volume of conditioned space:	_____

SKETCH (Indicate North) Scale= 1=2'



SKETCH (Indicate North)

Scale: 1=2'



DOORS				Type: 1-Wood, Hollow Core 2-Wood, Solid Core 3- Steel, Insulated 4-Mobile-style w/ Flanged Jamb 5-Other							
				Storm Door Condition G-Good F-Fair P-Poor				<i>Note- List Sliding Glass Doors &amp; Door Side Lites in Windows Section</i>			
Needs (Multiple OK): 1-Weatherstrip 2-Doorsweep/shoe 3-New Threshold 4-Adjust Door to engage weatherstrip 5-Replace 6-Other											
No	Width	X	Height	Type:	Lite? Y/N	Condition:	Needs	LSWP	Sq Ft	Comments	
A		X									
B		X									
C		X									
D		X									
E		X									
F		X									
<b>Total Area</b>											

WINDOWS				Frame Type: 1-Wood 2-Metal 3-Improved Metal 4-Vinyl 5-Other									
				Glazing Type: 1-Single 2-Single w/Wood Storm 3-Single w/Metal Storm 4- Dbl Pane 5-Single w/Bad Storm									
Needs (Multiple OK): 1-Caulk/Air Seal 2-Adjust 3-Repair/Replace Broken Panes 4-Replace Window 5-Other													
										Floor: 1st, 2nd, Basement, Attic			
No	W	X	H	Frame	Glazing	Spacing	Direction	Floor?	LSWP?	Needs	Qty	Sq. Ft	Notes
1		X											
2		X											
3		X											
4		X											
5		X											
6		X											
7		X											
8		X											
9		X											
10		X											
11		X											
12		X											
13		X											
14		X											
15		X											
16		X											
17		X											
18		X											
19		X											
20		X											
<b>Total Area</b>													

WALLS		Wall Direction: N - North E - East S - South W - West A--Aggregate								Wall Exposure: E - Exposed B - Buffered U - Unconditioned Secondary Space					
(Exterior)		Exterior Wall Type: 1-Wood 2-Aluminum/Steel/Vinyl 3-Stucco 4-Brick/Stone/Tile 5-Cementitious 6-None/Unfinished 7-Other													
		Interior Wall Type: 1-Drywall 2-Lath & Plaster 3-Thin Paneling 4-Wood 5-Brick/Stone/Tile 6-None/Unfinished 7-Other													
		Insulation Type: 0-None 1-Blown Cellulose 2-Fiberglass 3-Rock Wool 4-Batt Fiberglass 5-Rigid Board Styrofoam 6-Other													
No.	Wall Direction	Wall Exp.	Exterior Type	LSWP	Interior Type	LSWP	Walls				Existing Insulation		Needed Insulation		Notes
							Length	Height	Thick	Area (Sq. Ft)	Type	R-Value	Type	R-Value	
W <sub>1</sub>															
W <sub>2</sub>															
W <sub>3</sub>															
W <sub>4</sub>															
W <sub>5</sub>															
W <sub>6</sub>															
W <sub>7</sub>															
W <sub>8</sub>															
W <sub>9</sub>															
W <sub>10</sub>															
W <sub>11</sub>															
W <sub>12</sub>															
<b>Total Area:</b>											<b>Net Wall Sq. Ft (less windows and doors) :</b>				

0, 0

**LEAD-BASED PAINT TEST INFORMATION**

**Date of Testing:**

**Renovation Information**

Fill out the following information that is available about the Renovation Site, Firm and Certified Renovator:

Renovation address: 0, 0

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Certified Firm Name: Olympic Community Action Programs

Address: 228 W First St Suite J

City: Port Angeles

State: Washington Zip: 98362

Contact: Colin Graham

Email: [cgraham@olycap.org](mailto:cgraham@olycap.org)

Certified Renovator Name: \_\_\_\_\_

Date Certified: \_\_\_\_\_

Certified Contractor Name: Richart Family, Inc.

Date Certified: 4/12/2016

**TEST KIT INFORMATION**

Use the following spaces to identify the test kit(s) used in testing components:

Test Kit 1

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

Lot#: \_\_\_\_\_

Test Kit 2

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

Lot#: \_\_\_\_\_

Test Kit 3

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

Lot#: \_\_\_\_\_

**TESTING RESULTS**

Test Location #  1

Test Kit Used (check one)

Test Kit 1

Test Kit 2

Test Kit 3

Description of test location:

\_\_\_\_\_

Result: Is lead present?

(CHECK ONLY ONE)

YES

NO

PRESUMED

Test Location #

Test Kit Used (check one)

Test Kit 1

Test Kit 2

Test Kit 3

Description of test location:

\_\_\_\_\_

Result: Is lead present?

(CHECK ONLY ONE)

YES

NO

PRESUMED

Test Location #

Test Kit Used (check one)

Test Kit 1

Test Kit 2

Test Kit 3

Description of test location:

\_\_\_\_\_

Result: Is lead present?

(CHECK ONLY ONE)

YES

NO

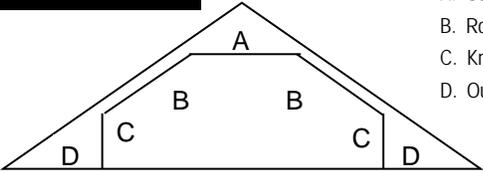
PRESUMED

**CONFINED SPACE EVALUATION FORM**

0		1		
0, 0		Inspection #1 Column	Inspection #2 Column	Inspection #3 Column
Print name of competent person filling out form		0		
Date of evaluation				
<b>Use of the word hazard below refers to a serious safety &amp; worker health hazard identified by competent person</b> See OSHA factsheet (DOC FS-3787 05/2015) from more information				
1	Confined space to enter (circle one)	Attic - Crawlspace - Other	Attic - Crawlspace - Other	Attic - Crawlspace - Other
	Brief Description of Space			
2	If entering attic - Are there "attic boards" on site?	Yes - No - N/A	Yes - No - N/A	Yes - No - N/A
3	Any hazard of reasonable entry/exit?	Yes - No	Yes - No	Yes - No
4	Odors present? (Circle if present)	Natural Gas/Propane - Petroleum - Sewage - Mold - Combustion - Chemical - Other	Natural Gas/Propane - Petroleum - Sewage - Mold - Combustion - Chemical - Other	Natural Gas/Propane - Petroleum - Sewage - Mold - Combustion - Chemical - Other
	If Yes, is odor the level considered a hazard?	Yes - No - N/A	Yes - No - N/A	Yes - No - N/A
	Notes:			
5	Does any height in space cause a hazard?	Yes - No	Yes - No	Yes - No
6	Sharp/cutting hazards in space	Yes - No	Yes - No	Yes - No
7	Structural concerns in space are a hazard?	Yes - No	Yes - No	Yes - No
8	Temperature in confined space a hazard?	Yes - No	Yes - No	Yes - No
9	Combustion appliance present in confined space?	Yes - No	Yes - No	Yes - No
	If Yes, is combustion appliance a hazard?	Yes - No - N/A	Yes - No - N/A	Yes - No - N/A
10	Are there chimney or flue pipes in space?	Yes - No	Yes - No	Yes - No
	If Yes, is chimney or flue a hazard?	Yes - No - N/A	Yes - No - N/A	Yes - No - N/A
11	Are fuel/gas lines in space?	Yes - No	Yes - No	Yes - No
	If Yes, fuel/gas line in space a hazard?	Yes - No - N/A	Yes - No - N/A	Yes - No - N/A
12	Is there a hazard in space from plumbing?	Yes - No - N/A	Yes - No - N/A	Yes - No - N/A
13	Is there a hazard in space from electrical?	Yes - No	Yes - No	Yes - No
<i>You would answer no to 13 above if: lock-out, tag out implemented, no worker activity within 10 feet of hazard</i>				
14	Air monitoring recorded at time of entry (if applicable)	Yes - No - N/A	Yes - No - N/A	Yes - No - N/A
	Oxygen (minimum of 19.5% to maximum of 23.5%)			
	Methane (maximum of 10%)			
	Hydrogen Sulfide (maximum of 10%)			
	Carbon Monoxide (maximum of 35ppm)			
15	Signature of Competent Person			
If yes marked above to any hazard questions, permit required space and hazard must be remedied prior to work, if no hazards identified, continue with work				
Comments/ Notes/Site Specific Safety Plan:				

ATTIC INFO		ATTIC AREA NOTES
A. Access		
B. Knob & Tube Wire Existing?		
C. 15 AMP Circuit or "S" fuse existing?		
D. Recessed Lights Existing?		
E. Moisture Problems?		
F. Additional Ventilation Needed?		
G. Exhausts Terminated to Exterior?		
H. Upper/Lower Ventilation Needed?		
I. Electrician Needed?		
J. Ceiling Type?		
K. Attic Height at center?		
L. Attic Access Weatherstrip Needed?		
M. Attic Access Insulation Needed?		
N. HVAC Duct Sealing/Repair/Insulation Needed?		
O. Water Pipe Insulation Needed?		
P. Ceiling Penetrations or Bypasses?		
Bath Fans Kitchen Fan Flue/Chimney Rec. Lights		

Unfinished Attic Areas			Attic Type: 1-Unfloored 2-Floored 3-Cathedral Insulation Type: 0-None 1-Blown Cellulose 2-Blown Fiberglass 3-Blown Rockwool 4-Fiberglass Batt 5-Vermiculite 6-Other												
No.	Attic Type	Attic Size	Sq. Ft.	Joist Size	Spacing	Clearance Adequate	Existing Insulation		Insulation Needed		Existing Ventilation		Ventilation Needed		
							Type	R-Value	Type	R-Value	High	Low	High	Low	
A		x		x											
B		x		x											
C		x		x											
D		x		x											
E		x		x											
F		x		x											
G		x		x											

Finished Attic Areas			Attic Type: 1-Unfloored 2-Floored 3-Cathedral Insulation Type: 0-None 1-Blown Cellulose 2-Blown Fiberglass 3-Blown Rockwool 4-Fiberglass Batt 5-Vermiculite 6-Other												
			<p>A. Collar Beam B. Roof Rafters (Slopes) C. Kneewalls D. Outer Ceiling Joists</p>												
No.	Attic Type	Attic Size	Sq. Ft.	Joist Size	Spacing	Clearance Adequate	Existing Insulation		Insulation Needed		Existing Ventilation		Ventilation Needed		
							Type	R-Value	Type	R-Value	High	Low	High	Low	
A <sub>1</sub>		x		x											
A <sub>2</sub>		x		x											
B <sub>1</sub>		x		x											
B <sub>2</sub>		x		x											
B <sub>3</sub>		x		x											
B <sub>4</sub>		x		x											
C <sub>1</sub>		x		x											
C <sub>2</sub>		x		x											
C <sub>3</sub>		x		x											
C <sub>4</sub>		x		x											
D <sub>1</sub>		x		x											
D <sub>2</sub>		x		x											
D <sub>3</sub>		x		x											
D <sub>4</sub>		x		x											

FLOORS		FLOOR AREA / NOTES
A. Access		
B. Type?		
C. Flooring Type?		
D. Moisture Problems Existing?		
E. Existing Ground Vapor Barrier?		
F. Is Ventilation Adequate?		
G. Exhausts Terminated to Exterior?		
H. Electrician Needed?		
I. Wood Deterioration Present?		
J. Is Skirting Needed?		
K. Floor Penetrations and/or Bypasses?		
L. HVAC Ducts Present?		
M. Duct Sealing/Repair/Insulation Needed?		
N. Water Pipe Repair/Insulation Needed?		
O. Insect Problem?		
P. Floor Joist Spacing Variations		
Q. Other		

Foundation Spaces				Floor Type: C-Conditioned N-Non-conditioned V-Vented, Non-conditioned U-Unintentionally Conditioned S-Slab/un-insulated I-Slab, insulated Insulation Type: 0-None 1-Blown Cellulose 2-Blown Fiberglass 3-Blown Rockwool 4-Fiberglass Batt 5-Vermiculite 6-Other								
No.	Type	Size	Sq. Ft.	Floor Insulation R-Value	Perimeter Linear Ft.	% of Exposure	Total Wall Height (Ft)	% of Exposure	Wall Insulation R-Value	Insulation Needed R-Value	Comments	
FW <sub>1</sub>		x										
FW <sub>2</sub>		x										
FW <sub>3</sub>		x										
FW <sub>4</sub>		x										
FW <sub>5</sub>		x										
FW <sub>6</sub>		x										

Crawl Spaces				Floor Type: C-Conditioned N-Non-conditioned V-Vented, Non-conditioned U-Unintentionally Conditioned S-Slab/un-insulated I-Slab, insulated Insulation Type: 0-None 1-Blown Cellulose 2-Blown Fiberglass 3-Blown Rockwool 4-Fiberglass Batt 5-Vermiculite 6-Other										
No.	Floor Type	Size	Sq. Ft.	Joist Size	Spacing	Adequate Clearance?	Existing Insulation		Insulation Needed		Existing Ventilation		Ventilation Needed	
							Type	R-Value	Type	R-Value	Size	Total Sq. Ft.	Size	Total Sq. Ft.
F <sub>1</sub>		x		x										
F <sub>2</sub>		x		x										
F <sub>3</sub>		x		x										
F <sub>4</sub>		x		x										
F <sub>5</sub>		x		x										
F <sub>6</sub>		x		x										

Ducts and Registers				Type: 1-Rigid 2-Flex 3-Ductboard 4-Pan (joist or stud bay) 5-ASBESTOS CONTENT 5-Other Loc: C-Conditioned Space U-Unconditioned Space Needs (Multiple OK): 1-Repair 2-Seal 3-Reconnect 4-Replace 5-Install new 6-Other (Comment required)										
No.	Type	Loc.	Size	Length (Ft)	Needs	Supply or Return?	R-Value		Replace Registers/Grills?		Comments			
							Existing	Required	Size:	Qty:				
D <sub>1</sub>														
D <sub>2</sub>														
D <sub>3</sub>														
D <sub>4</sub>														
D <sub>5</sub>														
D <sub>6</sub>														
D <sub>7</sub>														

<b>Energy Conservation Measures</b>				Total Energy costs:	\$ -	Monthly Baseload:	\$ -	Con-Ed Performed?
				Annual Heat Costs:	\$ -	Energy Burden:		
Primary Appliances	2nd Fuel?	Age?	Usage	Log Time	Log kWh	Misc. Appliances	Age	Usage

Refrigerator/Freezer	Age	Size	Log Time	Log kWh	Replace?	Lighting Load/Type	Avg. Watts	Count	Hrs/Day	Upgrade	Count

<b>Water Supply Conservation Measures</b>				1.5 GPM Shower Heads:		Qty/Locations:	
				1.0 GPM Faucet Aerators:		Qty/Locations:	
Water Pipes	Diameter	Type	Total Length	Insulate?	Pipe Leaks?	Locations/Notes	
At HWT							
In Crawl:							
Water Heater(s):	Type	Insulation Needed?	Pre Temp.	Post Temp.	Input/unit	Gallons	Repair/Replace Notes

<b>Living Space Ventilation (Mechanical)</b>						
Room	Existing	Fan   Switch Needs	New Fan   Switch Type	Fan Ducting	Window?	Notes
Kitchen CFM						
Kitchen Switch						
Bath 1 CFM						
Bath Fan 1 Switch						
Bath 2 CFM						
Bath Fan 2 Switch						
Other Fan CFM						
Fan 3 Switch						
Replace / Repair Dryer Duct?		Needs:				

<b>Furnace / Combustion Appliance Measures</b>			<b>Furn:</b>		<b>Make:</b>		<b>Supply</b>
			<b>Eff Unit</b>		<b>Fuel:</b>		<b>Return</b>
			<b>Qty:</b>		<b>Input/ Btu/hr</b>		<b>Heat rise</b>
<b>Thermostat:</b>	<b>Programmable?</b>		<b>Replace?</b>	<b>Setting High:</b>	<b>Setting Low:</b>		<b>Unocc. Hrs/Day</b>
<b>Zone Heating:</b>	<b>Type:</b>		<b>Units</b>	<b>Btu/hr total:</b>	<b>Usage Factor:</b>		<b>Unocc. Hrs/Day</b>
Increase Combustion Air?		Specify:					
Furnace Repair/Cleaning Needed?		Specify:					
Change Furnace Filters?		Size:					
Furnace Replacement Needed?		Specify:					
Room Pressure Balancing Needed?		Specify:					
		Specify:					
		Specify:					
		Specify:					
CAZ Appliances Properly Ventilated?		Specify:					
Woodstove/Pellet Stove - clean & inspect		Specify:					
Smoke Detectors Needed?			Qty/Locations:				
*Carbon Monoxide Detector(s) Needed?			Qty/Locations:				

**Other Health & Safety:**

**\*Important: CO alarms now required in every home**



*Tech. name and date on all tests!*

Client		Date				
Address	0, 0	Technician				
<b>Pre-test: Zero monoxer/start CO measurement outside</b>						
<b>Combustion Appliance Zone (CAZ)</b>			PRE	POST	PRE	POST
1	CAZ Pressure with reference to (WRT) outside "BASELINE"					
2	Outside wind speed					
3	Outside temperature					
4	Designate appliance(s):	Appliance name	1:		2:	
		Appliance location	1:		2:	
		Type of combustion <b>open/closed</b>	1:		2:	
		Type of draft <b>natural/induced/forced</b>	1:		2:	
		Shared venting <b>yes/no</b>	1:		2:	
		Vent Category Type I, II, III, IV	1:		2:	
5	Hazardous or unsafe conditions observed?					
6	Visible signs of vent pipe leaks or damage observed?					
7	Smell of gas or indication of fuel leak(s) observed?					
<b>Furnace on or off? Worst case may depend on duct leakage.</b>						
<b>Set up CAZ in Worst Case Depressurization</b>			PRE	POST	PRE	POST
8	CAZ pressure WRT outdoors. Door is <b>open/closed</b> (circle one)					
8a	Result of Line #8 minus Line #1					
8b	Record CAZ Depressurization Limit: See Reference Tables					

<b>Start up combustion appliance</b>			PRE	POST	PRE	POST
9	Flame roll-out observed					
10	Did the equipment spill gasses for more then 1 minute? If so, <b>STOP</b> ,					
11	Did the flame changed when the air handler turned on?					

<b>After 5 minutes of combustion (steady state)</b>			PRE	POST	PRE	POST
12	Measure ambient CO in the living space.					
13	Measure draft pressure in the combustion appliance vent WRT CAZ					
13a	Record Minimum Acceptable Draft Pressures: See Reference Tables					
14	Measure Co in the exhaust gases of the vented appliance					
15	Measure draft pressure in the combustion appliance vent WRT CAZ					
16	Measure heat rise temperature across heat exchanger					
16a	Record manufacture's acceptable heat rise range from label					

<b>Fireplace/wood Stove Zone (FPWSZ)</b>			PRE	POST	PRE	POST
17	Measure FPWSZ pressure WRT outside					
	Vent pipe, chimney, or clearance problems observed (note below)					

<b>Kitchen Stove</b>			PRE	POST	PRE	POST
18	Measure CO in the exhaust gases of the oven					
	Ambient reading 1					
	Ambient reading 2					

<b>Return house to pretest conditions</b>			PRE	POST	PRE	POST
19	Check box when done. Add any comments or notes below.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Notes:

# Daily In-Progress Combustion Safety Test Report

<i>Client</i>	0	<i>Date</i>	0
<i>Address</i>	0, 0	<i>Auditor Name</i>	0 <i>initials do not suffice</i>

**Local Agency Auditor:** Complete Line 4 and 8b prior to NTP and provide to Wx Crew or Contractor

<b>4</b>	<i>FA = Forced Air, HWT=Hot Water Tank, WS =Wood Stove, FP =Fireplace, PS =Pellet Stove, R=Range</i>	<b>Place abbreviation for appliance in lines below</b>					
	<b>Fuel Type:</b> (LP, NG, Oil, Wood, Pellet)						
	<b>Designate appliance(s):</b> Appliance (App) Name	App 1:			App 2:		
	Appliance Location	App 1:			App 2:		
	Type of combustion ( <b>open/closed</b> )	App 1:			App 2:		
	Type of draft ( <b>natural/induced/forced</b> )	App 1:			App 2:		
	Shared venting ( <b>yes/no</b> )	App 1:			App 2:		
	Vent Category ( <b>Type I, II, III,IV</b> )	App 1:			App 2:		
<b>8b</b>	Record CAZ Depressurization Limit (See Reference Tables)						

		Date - Day One		Date - Day Two		Date - Day Three	
<b>Contractor/Technician:</b> Complete remainder of form							
		Day One		Day Two		Day Three	
<b>Working CO Detector present or installed Day One?</b>		<b>yes / no</b>					
<b>Technician Name/Date</b> ( <i>initials do not suffice</i> )							
<b>Set up CAZ in Worst Case Depressurization</b> (see Exhibit 5.3.1B Technical Support Document)		Day One		Day Two		Day Three	
		App 1	App 2	App 1	App 2	App 1	App 2
<b>1</b>	"Baseline" CAZ Pressure with reference to (WRT) outside						
	Furnace on or off? Either could be Worst Case, depending on duct leakage.	on / off	on / off	on / off	on / off	on / off	on / off
	Indicate whether CAZ door is open or closed (circle one)	open / closed	open / closed	open / closed	open / closed	open / closed	open / closed
<b>8</b>	Record CAZ pressure WRT outside						
<b>8a</b>	Record result of Line #8 minus Line #1 ("baseline")						
	Record CAZ Depressurization Limit from 8b (above)						

**If worst case depressurization exceeds depressurization limit, ACTION is required. See back of form.**

<b>Start up Appliance</b>		Day One		Day Two		Day Three	
		App 1	App 2	App 1	App 2	App 1	App 2
<b>10</b>	Did the equipment spill gasses for more than 1 minute?	yes / no	yes / no				

**If answer is "yes," ACTION is required. See back of form.**

<b>Return house to pretest conditions</b>		Day One		Day Two		Day Three	
<b>19</b>	Check box when done. Add any comments or notes						

Notes:



1								
Client				Job #				
0, 0								
Address								
<b>ref. Pre Blower Door:</b>								
i	Client Eligibility Date?							
i.	Client Interview Performed?							
ii.	Pollution Source Survey Completed?							
iii.	Contaminants Present that would either prohibit blower door test completely or require pressurization test?							
iv.	Technician							
v.	Date:							
<b>CALCULATIONS</b>					Pre	In Progress	Post	
1	Calculated total square footage of heated area							
2	Calculated volume of conditioned space							
<b>BASELINE CONDITIONS &amp; HOUSE TIGHTNESS - Blower door</b>					Pre	In-Progress	Post	
3	Primary heat source fuel type (example: nat. gas, electric, propane, wood)							
4	Windspeed MPH							
5	Outside temperature °F							
6	Blower door location							
7	Baseline without blower door on in pa (stack effect)							
8	Blower door configuration: O=open fan A=ring A B=ring B LF= low flow ring							
9	Total CFM50				Average:			
10					Pre	In-Progress	Post	
a.	ATTIC	WRT house						
b.	CRAWLSPACE	WRT house						
c.	GARAGE	WRT house						
d.	OTHER:	WRT house						
e.	OTHER:	WRT house						
f.	OTHER:	WRT house						
11	Location of existing ducts: [ A=inside B=outside C=inside/outside]							
12	<b>12. Duct Pressure Test - Blower door</b>				13. Room Pressure - HVAC fan only Room WRT Main body			
13								
12	<b>Location</b>	S/ Supply R/Return	<b>Pressure Pan: House WRT Duct</b>			Pre	In Progress	Post
			Pre	In Progress	Post	Pre	In Progress	Post
a.								
b.								
c.								
d.								
e.								
f.								
g.								
h.								
i.								
j.								
k.								
l.								
m.								
n.								
o.								
<b>TESTING AIRHANDLER (HVAC) EFFECTS: HVAC fan only</b>					Pre	In-Progress	Post	
14	<b>Dominant Duct Leak Test:</b> Main Body WRT outside (all interior doors open)							
15	<b>All Doors Closed Effect:</b> Main Body WRT outside (all interior doors closed)							
16	Duct location after Wx and Repairs: A=inside B=outside C=inside/outside							
17	Electric furnace heat rise test (supply°F-return°F) acceptable range:>40°to<70°							
18	Return house to pre test conditions (Check box when done)				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>EXHAUST FAN TESTING (ACTUAL CFM)   Notes:</b>					Pre	In-Progress	Post	
a.	<b>Kitchen fan</b>							
b.	<b>Bath fan 1</b>							
c.	<b>Bath fan 2</b>							
d.	<b>Laundry/ Whole House fan</b>							
<b>NOTES (use line ref.):</b>								



### Solid Fuel Burning Appliance Supplemental Audit Form

1) Is this the primary heat source?

2) Existing conditions of wood burning appliance:

Components	Good	Fair	Poor	Health and Safety concerns	Operable?	Inefficient/ Life span less than one year
Chimney/ Flue System						
Wood Heat Unit						
Surrounding Area (Hearth, Clearances, Location)						

3) Describe recommended measure for existing situation:

4) Recommendation, based on cost and nature of problem:

5) Who is making this recommendation?

I certify that the above information is accurate and complete

---

*Signature of Agency or Contractor Representative* *Date*

**Client information: I have received adequate information on safe operation, proper maintenance, clean burning techniques and potential Carbon Monoxide hazards for my solid fuel burning appliance system.**

---

*Client Signature* *Date*

Revised July 2012

Exhibit 5. 1. 3A

## ASHRAE 62.2 Ventilation, Pre-Weatherization Conditions \*\* Your input goes in the green squares \*\*

**IMPORTANT INFORMATION**  
 Before entering any information in this sheet "save as" a new file. For best results always use a fresh template

This worksheet is only for calculating those projects for which all necessary inputs are reflected on the sheet. For all other projects refer directly to the ASHRAE 62.2-2013 standard.

This upper section of the worksheet is for recording data and existing fan conditions at the project start.

Complete all inputs in GREEN cells according to instructions.

Project Identifier	1	Pre-Weatherization blower door reading CFM50							
Audit Date	1/0/1900	People (not less than one)		0					
Auditor/Inspector	0	Bedrooms (not less than one)		0	7.5				
Conditioned Square Footage		0	0.0						
Initial Fan Flow Required ( $Q_{fan}$ ) per ASHRAE calculation 4.1a				7.5					
Room	Room Exists? (y/n)	Window cfm	Operable Window? (y/n)	Intermittent Required	Intermittent Measured Fan (cfm)	Continuous Required	Continuous Measured Kitchen = ach	Deficits (cfm)	
Kitchen		0		100 cfm		5 ach	ach	None	
Bath 1		0		50 cfm		20 cfm	cfm	None	
Bath 2		0		50 cfm		20 cfm	cfm	None	
Bath 3		0		50 cfm		20 cfm	cfm	None	
Total Deficit								0.0	
Deficit /4								0.0	
Needed Ventilation Estimate (prior to credits)					cfm	7.5			
For most accurate estimate: Enter a blower door reading following air sealing and any other measures significantly affecting building tightness. If no other reading is entered, CFM50 from line 1 (above) will transfer here.					Blower Door CFM50	N-Value from table (at left)	Actual Infiltration Estimate		
						33.7	#VALUE!		
Sum of existing continuous bathroom ventilation from above (cfm)							0.0		
Enter the total cfm of all additional continuous ventilation that is not shown on lines 7-9. Include any continuous kitchen ventilation in CFM									
Required mechanical ventilation rate							#####		

Technical Document Line Reference

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19

N-Values for Infiltration Credit (ASHRAE 62.2 - 2013)

Washington	WSF	1	1.5	2	2.5	3
Olympia	0.54	35.6	30.3	27.0	24.7	22.9
Seattle	0.56	34.3	29.2	26.0	23.8	22.1
Spokane	0.64	30.0	25.5	22.8	20.8	19.4
Yakima	0.57	33.7	28.7	25.6	23.4	21.7
Portland	0.51	37.7	32.1	28.6	26.1	24.3

Input location and number of stories below:

William R Fairchild (PA, P/T)

1

Pre Weatherization Notes:

## ASHRAE 62.2 Ventilation Requirements - Post Weatherization (FINAL)

**IMPORTANT INFORMATION**

This worksheet is only for calculating those projects for which all necessary inputs are reflected on the sheet. For all other projects refer directly to the ASHRAE 62.2-2013 standard.

This lower section of the worksheet is for recording data and existing fan conditions at the project completion.

Complete all inputs in GREEN cells according to instructions.

Note: Some input values may transfer from estimate sheet. You MUST verify all numbers in green cells are the final values for your project.

Inspection Date	1/0/1900	People (not less than one)		0					
Auditor/Inspector	0	Bedrooms (not less than one)		0	7.5				
Conditioned Square Footage		0	0.0						
$Q_{fan}$ total per ASHRAE calculation 4.1a				7.5					
Room	Room Exists? (y/n)	Window cfm	Operable Window? (y/n)	Intermittent Required	Intermittent Measured Fan (cfm)	Continuous Required	Continuous Measured Kitchen = ach	Deficits (cfm)	
Kitchen		0		100 cfm		5 ach	ach	None	
Bath 1		0		50 cfm		20 cfm	cfm	None	
Bath 2		0		50 cfm		20 cfm	cfm	None	
Bath 3		0		50 cfm		20 cfm	cfm	None	
Total Deficit								0.0	
Deficit /4								0.0	
Needed Ventilation (prior to credits)					cfm	7.5			
This is the final blower door number for this project. A final measured CFM50 must be entered to calculate infiltration credit					Blower Door CFM50	N-Value	Actual Infiltration		
						33.7	0.0		
Sum of existing continuous bathroom ventilation from above (cfm)							0.0		
Enter the total cfm of all additional continuous ventilation that is not shown on lines 25-27. Include any continuous kitchen ventilation in CFM									
Continuous Ventilation Required To Add Per ASHRAE 62.2-2013 (needed-credit-existing continuous)							8		
Number must be equal to, or less than, fifteen cfm (15) at final OR documentation of intermittent strategy for remaining amount must be added to project file.									
Numbers less than fifteen (15) reflects amount of ventilation over 62.2 minimum requirements									

Line Reference

20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37

POST WEATHERIZATION (FINAL) PROJECT NOTES:

<<Estimate only based on anticipated results>>

# ASHRAE 62.2 Intermittent fan flow calculator

Project Identifier	
Inspection Date	
Auditor/Inspector	

Enter amount of continuous ventilation required  \*\* your input goes in the green box

**IF you choose to use a cycle time of one hour you may use this calculator, for other cycle times please refer to the table below.**

**Intermittent Fan #1**  
 Measured Fan Flow  cfm Minutes Per Hour required for this fan only  Set fan to this many minutes per hour for single intermittent fan strategy. Note: if the value in this box is greater than 59 the additional amount must be dealt with by another fan

you choose a strategy with two intermittent fans enter the minutes intermittent fan #1 is set for  min. Otherwise leave this blank

**Intermittent Fan #2**  
 Measured Fan Flow  cfm Minutes Per Hour required for this fan  Set second fan to this many minutes for double intermittent fan strategy

		Cycle Time			
		Time between the start of fan "ON" cycles must not exceed the times below (in hours).			
		0-4	8	12	24
<b>Run Time</b>	6	80	101	not allowed	not allowed
	12	40	48	71	not allowed
	18	27	30	38	not allowed
	24	20	22	25	100
	30	16	17	18	31
	36	13	14	14	18
	42	11	12	12	13
Fan must be set to run for at least this many minutes of each hour in desired cycle	48	10	10	10	11
	54	9	9	9	9
	60	8	8	8	8
<small>Example: If your cycle time is fan on once per hour the run time is as shown. If your cycle time is two hours multiply the times shown by two and that is the number of minutes required.</small>		<b>Fan Flow must measure at least the amount shown at the intersection of the appropriate run time per hour and cycle time shown above (in CFM)</b>			<small>Example: If your cycle time is fan on once every 12 hours AND your run time is only 6 minutes per hour, you see this is not allowed. If your cycle time is between 0 and 4 hours AND your run time is 30 minutes per hour, your fan flow must equal exactly twice the amount of continuous ventilation you entered in the green box above</small>

Notes

<<Estimate only based on anticipated results>>

Agency: OlyCAP  
 Audit: 1/0/00  
 Auditor: 0  
 Inspector: 0

Client Info:

Owner Info: Contractor: RFI 360 547-5859  
 Started:  
 Completed:  
 Inspection(s):

Ref	Enter Measure Category	Measure Description (linked cells)	Notes (linked cells, overwrite as needed)	Enter Bid Sheet Number	Enter Units	Materials	Labor	Subtotal	tax on labor	DoE Program Estimate (tax included)	Bid Conference with Contractor	Change Order	Final Cost	Difference	Pass/Fail
1														\$0.00	
2														\$0.00	
3														\$0.00	
4														\$0.00	
5														\$0.00	
6														\$0.00	
7														\$0.00	
8														\$0.00	
9														\$0.00	
10														\$0.00	
11														\$0.00	
12														\$0.00	
13														\$0.00	
14														\$0.00	
15														\$0.00	
16														\$0.00	
17														\$0.00	
18														\$0.00	
19														\$0.00	
20														\$0.00	
>>	[ADD ITEMS ABOVE]		[ADD ITEMS ABOVE]								(review)			\$ -	\$ -

Notice to Proceed

Note: All 'T&M Quotes' must be estimated by contractor and an accurate estimate provided to OlyCAP prior to the start of work. If, when underway, actual work is expected to deviate from agreed-upon quote on any item in scope of work, or if additional unanticipated work is required to close the project, then a Change Order must be arranged with OlyCAP prior to work being performed.

Upon execution, this Notice to Proceed becomes an addendum to the concurrent Contract Agreement between Olympic Community Action Programs and the contractor named in this notice. All contents herein are binding to the terms of that Contract. The Contractor will not discriminate on the basis of handicapped status in the admission, access to, treatment of, or employment in its federally assisted program or activities. The Contractor agrees to provide Intent and Affidavit documentation to ensure that its employees and any subcontractor or agent hired by said Contractor are paid Washington State Prevailing Wage rates for the performance of the work listed herein.

Chris Robinson Contractor Representative signature

date

Colin Graham Weatherization Manager signature

date

Proposed Measure/Package costs:	Admin Increase per measure	Measures w/ Admin Adj.	Notes:	Select option below for category breakdown	Funding/ Code	Wx	H&S	WRR	Special
Attic Insulation \$ -				1 Wx Measures \$ - #DIV/0! Related Repairs \$ - #DIV/0! Health&Safety \$ - #DIV/0!	BPA / 114				
Wall Insulation \$ -					LIHEAP/ 115				
Crawl Insulation \$ -					MM / 217				
Ducting \$ -				1- Agency Estimate \$ - #DIV/0!	DOE / 113				
HVAC \$ -				2- Contractor Estimate	Funds to Distribute	Contribution			
Airsealing \$ -				3- Final Invoice	WxM \$ -	Other			
H&S \$ -					WRR \$ -				
HWT \$ -					H&S \$ -				
Baseload/Conservation \$ -									
Misc \$ -									
Subtotal \$ -	0.00%	\$ -							
Admin \$ -									
Total Project Costs \$ -									



### Weatherization Measure Client Release Form

Client 0  
 Address 0, 0  
 Phone -

Auditor 0

Audit Date 1/0/00

**Insulation:**    Attic    Walls    Floors    HVAC    Pipes    Other

**Mechanical Ventilation:**    Bath Fan    Kitchen Fan    Other

*Important! To keep indoor air quality high after draft-sealing, a whole-house ventilation fan will be installed in your home. This fan will operate from 10-45 minutes per hour, depending on the tightness of the home as determined by the final Blower Door test, and will cycle automatically on a programmable timer. A wall switch will be included for on-demand use, and the time the fan is on manually will be automatically deducted from that's hour's cycle. The homeowner will be shown how to operate the fan in order to make adjustment to the program cycle as needed, or to disable in the event of an overriding outdoor air-quality issue.*

**Air Sealing:**    Priority    HVAC    Doors/Windows    Shell    Other

**Plumbing:**    Water Lines    Waste Lines    Sewer    Other

**Electrical:**    Fuse/Breaker    Wiring    Outlet    J-Box    Other

**Structural:**    Ceiling    Walls    Floor    Roof    Foundation    Other

**Other:**

***Pending fiscal approval, Olympic Community Action Programs (OlyCAP) proposes to perform and/or contract the items listed above. By signing this, I indicate that I am the owner of the property at the address above, and that I authorize OlyCAP to perform the following work on my home. I also understand that this scope of work may change to accommodate funding, program restrictions, or conditions discovered during work. I hereby release and pledge to hold harmless OlyCAP Weatherization Program and its staff from any liability in connection with the work listed above or any act or eventuality arising from this work.***

0 (Signature of Client) \_\_\_\_\_ Date

**Approved by:**

Colin Graham (signature of Program Manager) \_\_\_\_\_ Date





Weatherization Program  
 228 W First St Suite J  
 Port Angeles WA 98362  
 (360) 452-4726 x 6253  
 Fax (360)457-4331

## CHANGE ORDER

Change on: \_\_\_\_\_  
 Contractor: \_\_\_\_\_  
 Client: 0 \_\_\_\_\_  
 Service Address: 0 \_\_\_\_\_  
 City/Town: 0 \_\_\_\_\_

Issued Date: \_\_\_\_\_  
 Phone No.: - \_\_\_\_\_  
 Job # 1 \_\_\_\_\_

<b>Colin Graham</b>	<b>(360) 301-3771</b>
<i>OlyCAP Contact / cell</i>	

Description of Change(s)		Cost
	Labor	
	Materials	
	Labor	
	Materials	
	Labor	
	Materials	
	Trip Charge (if applicable)	
	Subtotal	<b>\$0.00</b>
	tax on labor	<b>\$0.00</b>
<b>The total change cost is not to exceed this amount without OlyCAP authorization.</b>		<b>\$0.00</b>

*When billing, include itemized material/labor costs and trip charge (if applicable), tax rate used and the client name and job number listed above.*

*The contractor listed above has been given phone authorization to perform the above changes on this date:*

\_\_\_\_\_  
 Colin Graham, Weatherization Program Manger

\_\_\_\_\_  
 Date

**\*\*If total exceeds \$10% of project costs, an authorization signature from Executive personnel is required.\*\***

\_\_\_\_\_  
 Executive Authorization Signature

\_\_\_\_\_  
 Date



# Quality Control Final Inspection Review Form



QCI Inspector \_\_\_\_\_ Project #: 1

Inspection Date: \_\_\_\_\_ Auditor: 0

Client Name: 0 Owner  Renter

Address: 0, 0

Year Built: \* Pre-1978 Home: YES  NO

Housing Type: 0 Primary Fuel Type: 0

WX Application Date: 1/0/1900 Initial Audit Date: 1/0/1900

Recertification App Date: \_\_\_\_\_ Audit Type: 0

Agency: **OlyCAP**

File Review	Spec	Results	Comments
Income Eligibility Documentation	p2.A.5	_____	
Verification of Residence	p3.1	_____	
Historic Preservation	p1.9.B	_____	
Ownership Status	p5.1.B.1.a.6	_____	
Pre-Work Authorization	p5.1.B.1.a.11	_____	
Energy Audit Assessment	p5.1.B.5	_____	
Diagnostic Test Report	p5.1.B.1.a.3	_____	
Combustion Safety Test Report	p5.1.B.1.a.4	_____	
ASHRAE 62.2 Worksheet	p9.3	_____	
Exist Hazards List	p5.1.B.1.a.2	_____	
Comprehensive and Specific Work scope	p5.1.B.1.a.9	_____	
Priority Measures or TREAT run	p5.1.B.1.a.12	_____	
List of WX Repairs and SIR verification	p5.1.B.1.a.1	_____	
Two Dated Photographs of the Unit	s2.5.1	_____	
Door and Window Replacement Pictures	p5.1.1.B.a.1	_____	
Door and Window Replacement Justification	p5.1.1.B.a.1	_____	
Insulation Certificate	P5.1.8	_____	
CO Monitor /Type and Location	p9.5.5A/B	_____	
Invoices for Material and Labor	p5.1	_____	
Copies of Applicable Permits	s1.3.1	_____	
Knob & Tube Inspection		_____	
Mold & Moisture Form	s6.8,s8.0b	_____	
Lead Awareness Documentation	s2.2	_____	
CFL Disposal Information	p1.10,s21.3	_____	
Consumer Education Delivered	s24.6	_____	
Deferral Document or Exceptions	p5.1.B.1.a.13	_____	

Refrigerator Replacement	p5.5.B.1.b	_____
In Progress CAZ Testing	p5.1.6.B	_____
Final Inspection , signed and dated by QCI	s3.0.3	_____

**File Review Notes:**

**On-Site Assessment**

Measure	Spec	Result	Comments
<b>Air Sealing</b>			
Air Leakage test performed		_____	
CFM50 results		_____	
Visible leakage areas sealed	s5.0.2	_____	
Zonal Pressure Test		_____	
<b>Attic Insulation</b>			
Attic Insulation Installed	s6.0	_____	
Good Coverage R-value	s6.0.1	_____	
Insulation Certificate Posted	s6.13	_____	
Heat Source/ Vent Damming	s6.5	_____	
Junction Box Markers Present		_____	
Access Insulated to Same as Attic	s6.10.3	_____	
Proper Access Dam	s6.10.1	_____	
Attic Access Insulated/Weather-stripped	s6.10	_____	
Knee Wall Insulation Properly Fastened	s6.2	_____	
Knee Wall insulated min. R-11	6.10.2	_____	
Cavity under knee wall air sealed	s6.3.1	_____	
Human Contact Barrier in place	s6.3.3	_____	
Knob & Tube Wiring	s6.8	_____	
Pull Down Ladder insulated to min R-28	s6.11	_____	
Eave vents Baffled	s6.12.2	_____	
Plumbing Lines Insulated	s15	_____	
Evidence of Moisture Problems	s9	_____	
Measure	Spec	Result	Comments

## Wall Insulation

Walls Insulated by WAP		_____
Plugs, Patching, & Painting appropriate		_____
Verified by IR Scan		_____
Insulation Certificate Posted	s7.6	_____

## Subspace Insulation

Rim joist Insulation to R-19	s8.9	_____
Floor Insulation added by WAP		_____
Basement Wall Insulation added by WAP		_____
Insulation fill the cavity	s8.0.1	_____
Insulation Properly Installed	s8.0.2	_____
Human Contact Barrier in place	s8.0.3	_____
Ground/Vapor Barrier Installed Properly	s8.3	_____
Access Insulated to R-19	s8.4.2	_____
Access Weather-stripped	s8.4.2	_____
Vents Properly Screened	s8.5.3	_____
Plumbing Lines Insulated	s15	_____
Evidence of Moisture Problems	s9	_____

## Mechanical Ventilation

Mechanical Ventilation worksheet	s10.0.1	_____
CFM Tested and verified	s10.0.3.c	_____
Ducted directly to exterior	s10.2.a	_____
Rigid duct min. R-4 insulation	s10.2.g	_____
Properly supported	s10.2.i	_____
Override control switch labeled	s10.3.3	_____

## Heating and AC

Heating System Replacement		_____
Air Conditioning Replacement		_____
Heating System Tune-Up		_____
Air Conditioning Tune-Up		_____

## Measure Spec Result

### Heating and AC (cont)

CAZ Testing Verified	s3	_____
Condensate System Proper installed	s12.6.6	_____
Refrigeration lines Insulated	s12.6.5.e	_____
Duct Sealing	s13	_____
Set-Back Thermostat	s14	_____

Filter Installed and one left with client		_____
Distribution System Modifications	s13.5	_____
Work Meets WAP Installation Standards		_____
Unit Installed Level	s12.6.3.d	_____
No ducts hooked to unit	s12.6.3.i	_____
Penetrations through building sealed	s12.6.5.d	_____
Refrigeration lines Insulated	s12.6.5.e	_____
Rigid Line Hide covering	s12.6.5.e	_____
Condensate Line Proper installed	s12.6.6	_____

### Ductless Heat Pump

10 HSPF if single head	s12.6.1.b	_____
9 HSPF if multiple head	s12.6.1.b	_____
Back up heat in place	s12.6.1.c	_____
Homeowner Instruction provided	s12.6.2.c	_____
Unit Installed Level	s12.6.3.d	_____
Unit properly anchored on risers	s12.6.3.d	_____
No ducts hooked to unit	s12.6.3.i	_____
Penetrations through building sealed	s12.6.5.d	_____
Refrigeration lines Insulated	s12.6.5.e	_____
Rigid Line Hide covering	s12.6.5.e	_____
Condensate Line Proper installed	s12.6.6	_____

### Windows/Doors

Number of Windows Replaced		_____
Number of Storm Windows Installed		_____
Number of Doors Replaced		_____
Exterior Bare Wood Primed	s17.2.3	_____
Safety Glass where needed	s17.4	_____
Screens Installed @ Windows	s17.2.2	_____
Proper Install of Storm Windows	s17.3	_____

### Windows/Doors (cont.)

Proper Type Door Installed	s18.2	_____
Proper Door Finish	s18.4	_____
Trim Properly Treated	s18.2.2	_____
Door Weather-stripping/Thresholds		_____
Lock and Deadbolt Keyed alike	s18.5	_____

### Other Measures

Various

Comments

Water Heater Replacement		_____
Water Heater Insulation	s16	_____
First 6ft of Water Line Insulation	s16.1	_____
Low Flow Showerheads		_____
Lighting - CFLs Installed	s23	_____
Refrigerator Replacement	s24	_____
Smoke Detectors	s20	_____
Carbon Monoxide Detector	s19	_____
Other H&S Measures		_____
Energy Related Repairs		_____
Other (Describe)		_____
Missed Opportunities		_____

**Does this unit pass the QCI final inspection?**

YES ' ' NO ' '

Corrections/Notes:

**Quality Control Inspector:**

*By signing below, I indicate that the project and client survey is complete, all work has passed inspection, and any corrections noted above have been completed to program specifications.*

Print Name: \_\_\_\_\_

QCI Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Weatherization Program Final Survey and Client Sign off

Client 0  
Address 0  
Phone 0

Project Auditor: 0  
In-Progress Inspector:  
Date of Survey:

<i>Inspector:</i> Colin Graham				<i>Fill this out in with client at final inspection. Provide a copy to client at completion of project.</i>
Agree	Neutral	Disagree	N/A	
				At all times of the project I was kept informed to my satisfaction about the work being done on my home.
				I was kept informed about my project's scheduling, start-date, and progress during work.
				I was provided with materials on how to conserve energy and perform routine energy-saving maintenance on all high energy appliances on my home.
				I have been provided with a list of all work that will be done during my weatherization project, and it has been explained to me how these measures will function to reduce the energy usage and improve the comfort of my home.
				(If applicable) I was shown how to operate and maintain all newly installed equipment such as bath fans, thermostats, and/or carbon monoxide alarms that may have been installed during my project, and was provided with proper documentation for these items, such as original manufacturer's instructions and warranty information.
				(If applicable) It was explained to me the importance of keeping all interior heat producing devices, duct registers, and/or combustion air inlets free from obstructions so they may operate safely, efficiently, and without restriction.
				(If applicable) I understand that both fresh- and conditioned-air can be circulated more efficiently by the whole house fan and/or HVAC systems when all interior doors are open, but that bypass grills may be installed or interior doors undercut to improve circulation to rooms that are frequently closed.
				(If applicable) I understand the importance of the whole house ventilation fan that was installed during my project, how to operate it, how to disconnect it temporarily in the event of an outdoor air quality issue.
				During work, the exterior doors and windows may have been adjusted and weather-stripped during draft-sealing. I have checked their operation, and am able to open and close them comfortably.
				My home feels more comfortable since weatherized.
				The program staff and contractor crew were professional, courteous, and respectful at all times.
				I understand that while not required, I've been encouraged to provide OlyCAP with feedback about the impact of weatherization on my energy usage, and to participate in follow-up inspections requested by our governing agencies.
				I would recommend OlyCAP Weatherization Services.
Please share any ongoing concerns that you feel were not addressed through Weatherization:				
Please share any comments you have about your overall experience with our Weatherization Program:				
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	May we use your comments on our website or in other promotional materials? Your confidentiality will be protected, only your initials or first name will be used.
<p><i>By signing below, I indicate my weatherization project has been completed to my satisfaction. I also understand that all services and materials provided during the course of this project are guaranteed to be free from defects in material and workmanship for a period of one year from the date of my signature below.</i></p>				
Signature of Primary Applicant			Date	



## **Policy Manual**

### **Human Resources Policies**

<b>Section</b>	<b>Policy #</b>	<b>Subject</b>	<b>Page #</b>
<b>HR-1</b>	<b>Introduction</b>		
	HR1.01	Purpose	HR1-1
	HR1.02	Goals	HR1-1
	HR1.03	Distribution and Maintenance	HR1-1
	HR1.04	Applicability	HR1-2
<b>HR-2</b>	<b>Definitions</b>		
<b>HR-3</b>	<b>Employment</b>		
	HR3.01	Equal Employment Opportunity/Non-Discrimination	HR3-1
	HR3.02	Recruitment and Selection	HR3-2
	HR3.03	Employment of Relatives	HR3-2
	HR3.04	Regulation on Outside Employment	HR3-3
	HR3.05	Memberships in Organizations and Participation in non-work related activities	HR3-3
	HR3.06	Political Activity	HR3-3
	HR3.07	Two District Positions	HR3-4
	HR3.08	Orientation	HR3-4
	HR3.09	Uniforms and Equipment	HR3-4
	HR3.10	Necessary Training	HR3-4
	HR3.11	Continuing Education and Training	HR3-5
	HR3.12	Probation	HR3-5
	HR3.13	Performance Appraisals	HR3-6
	HR3.14	Employee Records	HR3-7

<b>HR-4</b>	<b>General Conduct and Discipline</b>	
HR4.01	Personal Appearance and Conduct	HR4-1
HR4.02	Conflict of Interest	HR4-1
HR4.03	Use of District Telephone, Equipment or Supplies	HR4-2
HR4.04	PUD-owned Technology Resource – Acceptable Use Policy	HR4-2
HR4.05	Use of PUD Vehicles	HR4-8
HR4.06	Contact with the News Media	HR4-8
HR4.07	Purchasing, Inventory and Billing Procedures	HR4-8
HR4.08	Discipline	HR4-8
HR4.09	Types of Discipline	HR4-11
HR4.10	Cause for Disciplinary Action or Termination	HR4-12
HR4.11	Grievance Procedure	HR4-13
HR4.12	Complaints Against Employee or District	HR4-14
<b>HR-5</b>	<b>Attendance and Leaves</b>	
HR5.01	Attendance	HR5-1
HR5.02	Hours of Work	HR5-2
HR5.03	Standard Work Week	HR5-2
HR5.04	Rest Periods	HR5-2
HR5.05	Holidays	HR5-2
HR5.06	Unpaid Holidays for Reasons of Faith or Conscience	HR5-3
HR5.07	Paid Time Off (PTO)	HR5-3
HR5.08	Annual Cashout of PTO	HR5-6
HR5.09	Bereavement Leave	HR5-6
HR5.10	Military Leave	HR5-6
HR5.11	Leave Without Pay	HR5-6
HR5.12	Leave Without Pay Due to Disability (including Pregnancy)	HR5-7
HR5.13	Jury Duty Leave	HR5-8

**HR-6 Personnel Actions and Salary**

HR6.01	Department Head Responsibilities	HR6-1
HR6.02	New Titles and/or Positions	HR6-2
HR6.03	Elimination of Titles and/or Positions	HR6-2
HR6.04	Reassignment	HR6-2
HR6.05	Layoff	HR6-2
HR6.06	Resignation	HR6-3
HR6.07	Retirement	HR6-3
HR6.08	Termination	HR6-3
HR6.09	Involuntary Termination	HR6-3
HR6.10	Termination as a Result of a Disability	HR6-4
HR6.11	Death	HR6-4
HR6.12	Rights of Appeal	HR6-4

**HR-7 Benefits**

HR7.01	Compensation and Payroll Policies	HR7-1
HR7.02	Overtime and Compensatory Time	HR7-1
HR7.03	Overtime for FLSA Exempt Employees During Emergency Situations	HR7-2
HR7.04	Work Related Expenses	HR7-3
HR7.05	Salary Increases	HR7-3
HR7.06	Applicability of Retirement and Insurance Benefits to the Board of Commissioners	HR7-4
HR7.07	Insurance Benefit Plans	HR7-4
HR7.08	Retirement Benefits	HR7-4
HR7.09	Unemployment Compensation	HR7-4
HR7.10	Short-term Disability Benefit	HR7-4

**HR-8 Health and Safety**

HR8.01	Safety	HR8-1
HR8.02	Accidents on the Job	HR8-1
HR8.03	Alcohol/Drug Use and Dependency	HR8-2
HR8.04	Drug Free Workplace	HR8-4

<b>HR-9</b>	<b>Policy Against Unlawful Harassment</b>	
HR9.01	Objective	HR9-1
HR9.02	Prohibited Under This Policy	HR9-1
HR9.03	Discrimination	HR9-2
HR9.04	Harassment	HR9-2
HR9.05	Sexual Harassment	HR9-3
HR9.06	Retaliation	HR9-4
HR9.07	Consensual Romantic or Sexual Relationship	HR9-5
HR9.08	Complaint Process	HR9-6
HR9.09	Confidentiality	HR9-6
HR9.10	Complaint Procedure	HR9-7
<b>HR-10</b>	<b>Travel</b>	
HR10.01	Purpose	HR10-1
HR10.02	In General	HR10-1
HR10.03	Travel Authorization	HR10-2
HR10.04	Meal Per Diem Rates	HR10-2
HR10.05	Meals Included in Registration Fees	HR10-2
HR10.06	Lodging Rates	HR10-3
HR10.07	Automobile Use	HR10-3
HR10.08	Non-employee passengers	HR10-4
HR10.09	Volunteers	HR10-4
HR10.10	Reimbursement Procedure	HR10-4
HR10.11	Extending a trip for personal reasons	HR10-5
HR10.12	Traveler's responsibility	HR10-5
HR10.13	Modification of Policy	HR10-5

# Jefferson County PUD #1

## Human Resources Policies

### Dates of Adoption and Revision

Each section of this policy manual has an original adoption date at which time the policy took effect. After a policy is adopted, it is sometimes necessary to revise or update the policy. When using this manual, please be sure that you are referring to the most current policy information. The date of adoption or revision of each policy is located in the lower left corner of each policy. If you are not able to determine whether policy information is current, contact the Human Resources Department.

The adoption date and the most recent revision date of each human resources policy is listed below.

Section	Subject	Adoption Date	Most Recent Revision Date
HR-1	Introduction	June 1992	February 2017
HR-2	Definitions	December 2016	<i>none</i>
HR-3	Employment	June 1992	February 2017
HR-4	General Conduct and Discipline	June 1992	February 2016
HR-5	Attendance and Leaves	June 1992	February 2017
HR-6	Personnel Actions and Salary	June 1992	February 2017
HR-7	Benefits	June 1992	February 2017
HR-8	Health and Safety	May 1992	February 2017
HR-9	Harassment	June 2014	February 2017
HR-10	Travel	June 1992	July 2016



## Jefferson County PUD #1

### Human Resources Policies Section HR-1: Introduction

- HR1.01 Purpose
- HR1.02 Goals
- HR1.03 Distribution and Maintenance
- HR1.04 Applicability

#### **HR1.01 Purpose**

~~This Personnel Manual~~ These policies related to human resources ~~has~~ have been adopted in order to facilitate the efficient administration of a personnel system for the District which will ensure fair and consistent administration of benefits and discipline to all district employees. These policies are intended to provide consistent guidelines to both staff and Board of Commissioners.

#### **HR1.02 Goals**

The District has, as its first obligation, the provision of cost effective, quality service to the citizens of the county and customers of its utility systems. The needs of the county and customers should be considered a part of any administrative decision or Policy. The next obligation shall be to fairly administer these policies to promote a safe and harmonious work atmosphere free from arbitrary job action or discipline, encouraging consistent responses to recurrent situations.

#### **HR1.03 Distribution and Maintenance**

The Manager or his/her designee shall attempt to ensure that copies of this manual are provided or available to all District employees and to encourage discussion by education of employees regarding the Manual's provisions. Provided, however, that it shall be the obligation of all employees to educate themselves regarding obligations and rights under this manual and failure to receive a copy of this manual or to review its provisions shall not be deemed a defense to any disciplinary action or termination.

This manual may be amended at any time by action of the Board of Commissioners. Except to the extent required by law relating to retirement benefits, nothing herein shall be deemed to create a vested, contractual right in any employee to the continuation of any Policy or procedure.

## Policy HR-1: Purpose and Applicability

### HR1.04 Applicability

~~This Personnel Manual~~ These policies shall supersede all previous Resolutions relating to a Personnel Policy.

In the event of conflict between any provision of this manual and any provision of any personal service contract, or state law, the provisions of this manual shall yield to that contract, or law. In the event that any contract, or law incorporated in this document or upon whose provision these rules and policies rely is amended, this manual shall be deemed amended in conformance with the changes.

**Jefferson County PUD #1**

**Human Resources Policies  
Section HR-2: Definitions**

<b>“Board”</b>	<u>The District’s Board of Commissioners.</u>
<b>“Board of Commissioners”</b>	<u>The District’s governing body as created under Chapter 54.12 RCW.</u>
<b>“Bookkeeper”</b>	<u>The individual designated by the CFO or designee to maintain the records relevant to the subject matter at hand.</u>
<b>“Commission”</b>	<u>The District’s Board of Commissioners.</u>
<b>“Department Head”</b>	<u>An employee who serves as the department supervisor or who has been designated by the Manager as a member of the management team.</u>
<b>“District”</b>	<u>Public Utility District #1 of Jefferson County</u>
<b>“Exempt Employee”</b>	<u>An employee who is exempt from overtime under the FLSA regulations.</u>
<b>“Full-time”</b>	<u>An employee who is regularly scheduled to work 40 hours per week.</u>
<b>“General Manager”</b>	<u>The employee appointed by the Board of Commissioners as the District’s Chief Administrative Officer pursuant to RCW 54.160.100.</u>
<b>“Immediate Family”</b>	Immediate family shall mean parents, spouse or children (natural or adoptive).
<b>“Manager”</b>	<u>The District’s General Manager as designated by the Board of Commissioners.</u>
<b>“Non-exempt Employee”</b>	<u>An employee who is eligible for overtime under the FLSA regulations.</u>
<b>“Part-time”</b>	<u>An employee who is regularly scheduled to work less than 40 hours per week.</u>

## Policy HR-2: Definitions, continued

<b>“Personal Leave”</b>	<u>An employee’s PTO.</u>
<b><u>“PTO”</u></b>	<u>Paid Time Off.</u>
<b>“PUD” <u>or “JPUD”</u></b>	<u>Public Utility District #1 of Jefferson County</u>
<b>“Supervisor”</b>	<u>An employee having the authority to direct another employee or employees within their department and recommend the hiring, transfer, suspension, layoff, promotion, dismissal, assignment, reward or discipline of another employee.</u>
<b>“Utility”</b>	<u>Public Utility District #1 of Jefferson County</u>

**Jefferson County PUD #1**

**Human Resources Policies  
Section HR-3: Employment**

- HR3.01 Equal Employment Opportunity/Non-Discrimination
- HR3.02 Recruitment and Selection
- HR3.03 Employment of Relatives
- HR3.04 Regulation on Outside Employment
- HR3.05 Memberships in Organizations and Participation in non-work related activities
- HR3.06 Political Activity
- HR3.07 Two District Positions
- HR3.08 Orientation
- HR3.09 Uniforms and Equipment
- HR3.10 Necessary Training
- HR3.11 Continuing Education and Training
- HR3.12 Probation
- HR3.13 Performance Appraisals
- HR3.14 Employee Records

**HR3.01 Equal Employment Opportunity/Non-Discrimination**

It is the policy of the District to provide equal employment opportunities without regard to race, color, religion, sex, sexual orientation, gender identity, age, pregnancy, marital status, national origin, genetic information, or any physical or mental handicap disability, military or veteran status, or any other basis prohibited by law. Employment and promotional decisions are based solely upon an individual's qualifications and both intellectual and physical ability to perform the duties.

This policy includes all phases of employment, placement, upgrading, demotion or transfer, layoff, recall and termination, rates of pay or other forms of compensation, selection for training, use of all facilities and participation in all District sponsored employee activities.

It is the responsibility of the Manager to ensure affirmative implementation of this policy to avoid any discrimination in employment or work place.

## **Policy HR-3: Employment, continued**

### **HR3.02 Recruitment and Selection**

When any position has become vacant and prior to any posting or advertisement of vacancy, the supervising Department Head or Manager shall review the position, its job description and the need for such a position within the operation of the District. The Department Head shall make recommendations to the Manager for review and action. The position shall be posted and/or advertised only after the Manager and/or Board has reviewed and approved the recommendation(s).

Failure to follow the above procedure may invalidate the hiring.

Application shall be made through a procedure approved by the Manager or Manager's designee. Applications shall require information of specific job experience and training. Applicants shall affirm the accuracy of the statements made. Any person supplying false information may forfeit review of their application or be subject to immediate termination if hired.

All statements submitted as part of the application shall be subject to investigation and verification prior to appointment.

### **HR3.03 Employment of Relatives**

The Jefferson County PUD is a publicly owned utility, and any person employed by it is therefore a public servant.

It is the Commissioners desire to avoid the reality or appearance of improper influence or favor, as well as to avoid the possibility of nepotism in the hiring of new employees. As such, those responsible for engaging new hires shall not hire relatives of employees.

Relatives are defined as such: Spouse, fathers, fathers-in-law, mothers, mothers-in-law, brothers, brothers-in-law, sisters, sisters-in-law, sons, sons-in-law, daughters, daughters-in-law, stepfathers, stepmothers, grandparents, stepbrothers, stepsisters, stepsons, or stepdaughters of employees.

The Utility also reserves the right not to employ relatives (including those related by marriage) of its vendors, or government agencies that regulate the utility or its industry, where such a restriction is a reasonable step toward avoiding the actuality or appearance of a conflict of interest or to protect confidential information.

## **Policy HR-3: Employment, continued**

If two people become related or enter a domestic partner relationship, they have a responsibility to notify the Human Resources Office of such an event. Whenever possible, the District will make arrangements for transfer of one of the employees or make an assignment to a different supervisor as appropriate. If arrangements for transfer or reassignment are not feasible, the employees will be allowed thirty (30) calendar days to determine which of them will resign. If no decision is made during this time the District reserves the right to make and implement the decision.

### **HR3.04 Regulation on Outside Employment**

Employment by the District shall carry with it the obligation to devote an employee's undivided job loyalty and attention to public employment and to avoid both actual conflicts of interest and the appearance of impropriety. No full-time employee shall engage in any outside employment without receiving the prior authorization by his/her Department Head. Permission shall not be unreasonably withheld. However, if any such additional employment interferes with the efficient performance of the job, constitutes a conflict of interest or would result in a poor public image for the District as determined by the Manager with concurrence of the Board of Commissioners, permission will be denied. Any person currently engaging in outside employment as of the effective date of these rules shall submit within five (5) working days the details of such employment to the Manager for his review.

### **HR3.05 Memberships in Organizations and Participation in non-work related activities**

Employees are free to belong to organizations and participate in such activities which do not require use of regular working hours or interfere with regular work activities.

### **HR3.06 Political Activity**

The rules governing political activities of employees shall follow the provisions of existing laws and statutes, as the same exist or as hereafter amended.

Solicitation for the payment to any partisan, political organization or for any partisan political purpose or any compulsory assessment or involuntary contribution is prohibited. No person, elected official or employee shall solicit, on District property, any contributions to be used for partisan political purposes. Employees shall have the right to vote and to express their opinions on all political subjects

## **Policy HR-3: Employment, continued**

and candidates and to hold any political party office or participate in the management of a partisan, political campaign. Nothing in this section shall prohibit an employee from participating fully in campaigns relating to constitutional amendments, referendums, initiatives and issues of a similar character and for non-partisan offices except as provided for in RCW 54.16.100.

Terms of individual grant contracts shall regulate political activities of District employees in positions funded primarily by federal grant aid funds.

### **HR3.07 Two District Positions**

No person elected to a District position shall also hold another District job. Violation shall result in immediate termination from the original position.

### **HR3.08 Orientation**

Orientation of new employees shall be conducted by the employee's Supervisor and Manager or designee. General work rules, office, shop and facility layouts and job responsibilities shall be covered. The employee should be assisted in filling out necessary forms, receive a copy of his/her job description, and be assigned working space, equipment and uniforms as appropriate.

### **HR3.09 Uniforms and Equipment**

District employees may be assigned equipment and/or uniforms to be used on the job. The responsibility for maintenance and/or cleaning of such equipment or uniforms will be determined on a department-by-department basis; however, the employee bears the responsibility for exercising reasonable care with all issued items. District employees will be provided with all necessary safety equipment. Employees who are assigned maintenance duties in the field must furnish his/her own small hand tools.

Uniforms or equipment assigned to an employee must be returned upon termination.

### **HR3.10 Necessary Training**

Necessary training should be directed by the Department Head or Supervisor or designee at the direction of the Department Head. Training may include:

1. Observation of job tasks while acting as a helper.

## Policy HR-3: Employment, continued

2. Direct participation in assignments while being observed by an experienced employee, Supervisor or Department Head.
3. Accomplishment of assignments which are later reviewed and constructively evaluated by the Supervisor and/or Department Head.
4. "Dry-run" training which allows employees to perform tasks and to become familiar with equipment or operations before actual specific tasks are assigned.
5. Where training is required by the PUD or for State of Washington certification, the employees' wages will be paid by the District during the training.

### **HR3.11 Continuing Education and Training**

The District recognizes that it is a part of a dynamic business community and that it must maintain a competitive knowledge and ability base among its employees. Employees are, therefore, strongly encouraged to maintain and upgrade their abilities to ensure the District's ability to serve the needs of its customers. Use of District employees' talents will be maximized towards accomplishment of the District's goal of providing the best and most efficient service possible to its customers and the tax payers of Jefferson County.

District employees are encouraged to develop skills and knowledge in areas of specific application to present and future job responsibilities benefitting the District. District employees who require CEUs to maintain certification will be expected to maintain that certification by acquiring the necessary CEUs; the District will reimburse the employee for those costs associated with maintaining the certification.

Study and class time should not interfere with the employee's regular working hours and/or productivity unless specifically approved by the Manager.

### **HR3.12 Probation**

All new employees shall be subject to a ~~six (9) month~~ probationary time period as designated in their respective collective bargaining

## Policy HR-3: Employment, continued

agreement. During that time period, all permanent position occupants shall accrue all District benefits; temporary employees shall accrue only annual leave and sick leave benefits. At the end of the probationary period, all employees shall receive an evaluation of performance and notice of successful or unsuccessful completion of probation. Time in employment in a temporary position shall count towards an employee's probationary time. Any employee may be dismissed for any cause during or upon completion of the probationary period without violation of the employee's rights as a District employee.

### HR3.13 Performance Appraisals

The performance appraisal is a means by which the employee and his/her Supervisor/Department Head can gain a mutual understanding of the employee's and Supervisor's respective expectations. It is a forum in which to discuss both good and poor performance or expectation issues.

In an attempt to achieve the District's goal to train, and retain the best qualified employee for every job, the appraisal process is a key point. When this process is understood and properly used on a regular basis, there is a gain to the employee who becomes further cognizant of what the District needs and expects. The District, in addition, may gain insight into specific jobs and their operation from someone who has first-hand knowledge of how the system is working. Both will gain through the enhancement of work satisfaction based on mutual expectations, growth and development, and in the revelation of training needs.

- A. Personnel Record: The evaluation becomes a part of the employee's personnel record and is a factor in determining whether the employee becomes a regular employee after probationary period, or is advanced based on merit, experience or other considerations, reclassified, or, on the other hand, demoted or terminated.
- B. First Review: The first performance appraisal and counseling interview takes place at the end of the ~~nine-month~~ probation period between the Manager and employee. The Manager or Manager's designee shall schedule additional performance appraisals and counseling sessions not less than annually and more frequently if needed or requested by the employee. The employee should be given reasonable notice that the

## Policy HR-3: Employment, continued

evaluation is to be done in order to give the employee some advance time for review of the performance during the preceding period. As an outcome of each interview, barring termination, the employee and Manager will agree on a work plan to be used as a guide in assessing performance for the ensuing period (usually one year).

C. Employee Request for a Review: An employee can request ~~an~~ interviewa review at any time as long as 72 hours' notice is given to the Manager. The employee should be encouraged to take an active part in the process. For this reason, the appraisal record shall provide for both the Manager and employee to make written comments.

D. Contents of Review: All appraisals should indicate

1. Either satisfactory or unsatisfactory performance based on the work plan and/or other factors.
2. Corrective measures in the case of unsatisfactory performance.
3. A discussion of advancement status.

At a minimum, the appraisal form or narrative summary should have space for Manager or designee and employee written comments, and signatures of both. By signing the form, the employee is attesting that the appraisal has been discussed, and disagreements with it on the part of the employee are made a part of the record. Employees who strongly disagree have recourse through the grievance procedures.

A copy of the performance appraisal, together with related correspondence, shall be given to the employee and is to be retained in the employee's personnel file.

### HR3.14 Employee Records

A service record folder shall be prepared for each employee and shall be maintained as directed by the Human Resources Manager ~~or Manager's designee~~. An employee's records should contain the employee's name, title of position held, ~~job description~~, employment application, the department to which the employee is assigned,

## Policy HR-3: Employment, continued

salary, changes in employment status, training received, performance appraisals, personnel actions affecting the employee including discipline and all other pertinent information. Access to this file shall be ~~at the sole discretion of the Manager.~~ Limited to the employee, a person with the employee's written consent, the employee's department head or immediate supervisor, the Human Resources Manager, the Manager, and legal counsel to the District. An employee shall have the absolute right to review his/her file at reasonable times upon request. The review of the file shall be conducted in the presence of the Human Resources Manager.

Records of leave, vacation, overtime and compensatory time shall be kept by the Bookkeeper for each employee.

# Jefferson County PUD #1

## Policy Manual

### Section HR-4: General Conduct and Discipline

- HR4.01 Personal Appearance and Conduct
- HR4.02 Conflict of Interest
- HR4.03 Use of District Telephone, Equipment or Supplies
- HR4.04 PUD-owned Technology Resource – Acceptable Use Policy
- HR4.05 Use of PUD Vehicles
- HR4.06 Contact with the News Media
- HR4.07 Purchasing, Inventory and Billing Procedures
- HR4.08 Discipline
- HR4.09 Types of Discipline
- HR4.10 Cause for Disciplinary Action or Termination
- HR4.11 Grievance Procedure
- HR4.12 Complaints Against Employee or District

#### **HR4.01 Personal Appearance and Conduct**

All employees must maintain a clean and neat appearance appropriate to their work assignments.

It shall be the responsibility of all employees to represent the District to the public in a positive and courteous manner.

The District will attempt at all times to operate its business in the most efficient and effective manner consistent with good management practices. All employees shall conduct themselves in a manner that will be consistent with established rules and will further the operation of District activities.

#### **HR4.02 Conflict of Interest**

If in the performance of regular or specifically assigned duties, an employee finds that he/she or his/her family may directly benefit from actions of the employee, the employee should discuss the potential conflict of interest with the Manager. If the Manager feels that the employee can perform his/her duties without compromising the position of the District, the employee or the involved public then the Manager shall so note in employee's file and the employee may then proceed. If the Manager finds that the conflict can be avoided by agreement between parties, then such an agreement should be made and noted.

## Policy HR-4: General Conduct and Discipline, continued

In any case, employees should be free of conflicts of interest which could directly benefit themselves or their families. Receiving of financial or other benefits as a result of District employment, other than from the District, shall be cause for disciplinary action.

### **HR4.03 Use of District Telephone, Equipment or Supplies**

Employees shall not use District supplies for personal activities nor store District equipment or supplies in personal vehicles or private residences, garages, etc., unless necessary to accomplish an assigned task and only with the Supervisor's approval. Employees shall not place long distance calls on the District's phone bill for personal business. Nothing in this Policy shall be read to prevent reasonable, limited use of District telephones for local personal calls and in emergency situations.

Employee's misuse of District telephones, equipment or supplies may result in disciplinary action. Theft of District services, equipment or supplies can result in termination.

### **HR4.04 PUD-owned Technology Resource – Acceptable Use Policy**

#### **Purpose**

This policy defines the appropriate use of technology resources that are owned by Jefferson County PUD #1 and provided for employee use. Departments are permitted to issue their own policies that augment or adopt this policy through reference, but not to supersede or contradict it.

#### **Applicability**

This policy applies to anyone who uses PUD Technology Resources, including employees, temporary employees, contractors, vendors and all others.

#### **Definitions**

**Internet**: The Internet is a worldwide “network of networks,” including bulletin boards, World Wide Web (WWW), data servers, applications, messaging services, and other functions and features, which are accessed via a computer, a mobile phone, or other client devices.

**Digital Equipment**: Includes but is not limited to computers, laptops, telephones, cellular telephones, Personal Digital

## Policy HR-4: General Conduct and Discipline, continued

Assistants (PDAs), and combination devices such as smart phones. Any technology provided by the PUD for communications, computing, printing, etc. is covered by this definition.

**Data Files:** Information contained in files such as e-mail messages, database tables, telephone records, extracts from databases or output from applications

**Messaging:** Any technology used to facilitate digital communication, including but not limited to Instant Messaging (IM), electronic mail (e-mail, both PUD-provided and through external services for personal use), peer-to-peer networking (P2P), mobile, fixed, and software-based voice over Internet protocol (VoIP) telephones.

**PUD-owned Technology Resources:** Technology resources paid for by PUD funds, including, but not limited to: Internet/Intranet/Extranet-related systems, computer equipment, software, operating systems, storage media, network accounts providing electronic mail, and systems that enable web browsing, and file transfer.

**Social Networking:** Any Internet site that is focused on creating “networks” of individuals such as MySpace, FaceBook, LinkedIn, etc.

**Hacking/Hacking Tools:** Behavior and tools designed to circumvent security measures, or to otherwise effect unauthorized changes to computer hardware or software.

**Peer-To-Peer Networking:** Protocol or service for networking devices without a centrally managed server.

**Communication protocol:** An agreed-upon method of communication used within networks.

**Malware:** A general term for potentially hostile software; encompasses viruses, Trojans, spyware, etc.

## Policy HR-4: General Conduct and Discipline, continued

### **Policy:**

PUD Resources are for PUD Business: PUD-owned technology resources shall serve the business needs of Jefferson County PUD #1.

PUD equipment is issued for PUD Business needs: Workstations will be assigned to employees that need to run PUD software to perform designated tasks. Laptops will be issued to employees that need to run PUD software when outside of the office. Phones will be issued to employees that need to be contacted outside of business hours or whose hired role requires significant time spent outside the office during business hours.

Confidentiality: PUD-held information on the customers of Jefferson County PUD #1 may not be disclosed without a clear business need, or public disclosure request.

Limited Personal Use: PUD-owned technology resources may be used for personal purposes on a limited basis, providing the following requirements are met:

- No marginal cost to the PUD
- No interference with work responsibilities
- No disruption to the workplace.

Limited use of external e-mail services: The limited use of an external e-mail service is allowed, providing that the service applies anti-malware controls in a manner equivalent to that provided by the PUD.

Specific Prohibitions and Limitations: PUD policies regarding acceptable behavior and communication will apply to use of the Internet and messaging. Specifically prohibited use includes but is not limited to:

- Conducting a private business;
- Political campaigning;
- Accessing sites which promote exclusivity, hatred, or positions which are contrary to the PUD's policy of embracing cultural diversity;

## Policy HR-4: General Conduct and Discipline, continued

- E-mails shall not be used to reprimand employees or to identify individual's errors, this should be done through proper management channels.
- E-mails meant to harass sexually or otherwise are prohibited
- Accessing inappropriate sites including adult content, online gambling, and dating services;
  - Accessing sites that promote illegal activity, copyright violation, or activity that violates the PUD's ethical standards.
  - Using the internet to obtain or disseminate language or material which would normally be prohibited in the workplace;
  - Using encryption technology that has not been approved for use by the PUD;
  - The use of personally owned technology for conducting PUD business, where official PUD records are created but not maintained by the PUD;
  - Making unauthorized general message distributions to all users (everyone);
  - Installing any software that has not been approved by the PUD;
  - Sharing or storing unlicensed software or audio/video files;
  - Using security exploit tools (hacking tools) to attempt to elevate user privileges or obtain unauthorized resources;
  - Broadcasting e-mail to large numbers of constituents unless the list members are hidden through the use of the BCC field.
  - Using a PUD e-mail address when posting to public forums e.g. blogs, social media sites, wikis and discussion lists for personal use;
  - Accessing sites that distribute computer security exploits ("hacking" sites);
  - Excessive use of online shopping,
  - Excessive use of social networking sites for personal use;
  - Excessive use of streaming media for entertainment during work hours;
  - The use or installation of unauthorized Instant Messaging, e.g. AIM, Yahoo Instant Messenger, Meebo, IRC, etc.; links and attachments are prohibited using the authorized IM client;
  - Using unauthorized Peer to Peer Networking, e.g. E-Mule, Kazaa, Limewire, Warez, etc.

NOTES: If any of the above prohibited uses is required for a legitimate business reason, it is management's responsibility to follow the exception process as referenced in HR5.05, (7).

## Policy HR-4: General Conduct and Discipline, continued

Use Standard Resources Only: Digital equipment and all applications must be authorized and installed by appropriate personnel.

Additional Cost to the PUD: Resources that incur a cost to the PUD, whether accessed via the Internet, mobile/PDA, email or other applications, must not be accessed or downloaded without prior approval. It is the supervisor's responsibility to assure the business need, applicability, and safety of any new resource.

No Expectation of Privacy: Nothing in this policy confers an individual right or be construed to provide an expectation of privacy. Employees must not expect privacy in the use of PUD communications and digital equipment.

Conflicts: If any component of this policy conflicts with any applicable collective bargaining agreement, the collective bargaining agreement shall control. The remaining non-conflicting features of this policy shall remain in effect.

### **Responsibilities**

#### Employee Responsibilities

- Monitor personal use of the internet, messaging, and other applications, to ensure that the PUD is being appropriately served.
- Adhere to PUD standards as discussed in the policy language above. Read and adhere to relevant policies.
- Obtain authorization from their supervisor before incurring charges; for example, downloading data or accessing a paid service.
- Employees are prohibited from sharing account passwords with other employees.

#### Management Responsibilities

- Support enterprise-grade technology to enforce this policy, to ensure that the primary purpose of that use is to meet PUD business needs, and that relevant PUD standards are met.
- Review and make decisions regarding the approval of all non-work related broadcast announcements. Acceptable uses for non-work related broadcast announcements would include

## Policy HR-4: General Conduct and Discipline, continued

arrival or departure of a department employee or a departmental charitable campaign event.

- Management will require employees to use complex passwords that:
  - Do not contain the user's account name or parts of the user's full name that exceed two consecutive characters
  - Are at least eight characters in length
  - Contain characters from three of the following four categories
    - English uppercase characters (A through Z)
    - English lowercase characters (a through z)
    - Base 10 digits (0 through 9)
    - Non-alphabetic characters (for example, !, \$, #, %)
- Management will require passwords to be changed after 90 days of use.

### **Policy Enforcement**

In order to safeguard PUD resources, violators of this policy may be denied access to PUD computing and network resources and may be subject to other disciplinary action within and outside the PUD. Violations of this policy will be handled in accordance with the PUD's established disciplinary procedures. The PUD may temporarily suspend, block or restrict access to computing resources and accounts, independent of such procedures, when it reasonably appears necessary to do so in order to protect the integrity, confidentiality, or availability of PUD computing and network resources, or to protect the PUD from liability.

- a) If violations of this policy are discovered, the PUD will take appropriate actions to resolve the issue and violators may be subject to disciplinary measures.
- b) If violations of this policy are discovered that are illegal activities, the PUD may notify appropriate authorities.
- c) The PUD reserves the right to pursue appropriate legal actions to recover any financial losses suffered as a result of violations of this policy.

### **Exception Process**

Exceptions to this policy will be requested in writing to management, and the request will be escalated to Human Resources or the appropriate information security personnel.

## **Policy HR-4: General Conduct and Discipline, continued**

Exceptions will be documented in writing and retained according to existing retention schedules. Exceptions may be granted on a limited-time basis.

### **HR4.05 Use of PUD Vehicles**

All District vehicles shall be used by employees only for and in performance of official District business. No District vehicle shall be used for solely personal purposes. Violation of the prohibition against personal use may result in disciplinary action or termination.

### **HR4.06 Contact with the News Media**

The Manager or his/her designee and District Commissioners should be responsible for all contacts with the news media, including the answering of questions from the media.

In discussing District-related topics with the news media, care should always be taken in interpreting District policies. Generally, policy-related questions should be answered by Commissioners or the Manager or Manager's designee depending on the magnitude of the issue.

### **HR4.07 Purchasing, Inventory and Billing Procedures**

The District has a specific purchasing, inventory and billing procedure. All employees are required to use either the particular project system or District wide system. These procedures are intended to provide an accountability system of public funds, equipment and supplies. Employee shall submit request for purchase to Supervisor.

### **HR4.08 Discipline**

Disciplinary actions and terminations shall be administered in accordance with these rules in order that an atmosphere of job security will be promoted to encourage the provision of efficient District services by experienced, dedicated and long-term employees. The Manager retains the right to remove any employee, subject to any applicable rule and Board notification.

Primary emphasis is placed on preventing situations requiring disciplinary action through effective employee-management relations. When a Supervisor determines that disciplinary action is appropriate, he/she shall inform the employee concerned of the reasons which justify the action. Disciplinary action shall be based

## Policy HR-4: General Conduct and Discipline, continued

on good cause, consistent with applicable law, regulation provisions of this manual and being fair and equitable; provided, however, that nothing herein shall be read or interpreted to provide a contract right which limits the authority of the Manager as the chief administrative officer of the District to terminate any employee of the District.

**Principles of Discipline:** Discipline encompasses all aspects of supervision which correct, mold, strengthen, or guide employees toward greater productivity and satisfactory adjustments to working relationships. An atmosphere of discipline is achieved through instruction, good example and practice, which influences employees to abide by rules, regulations, and procedures, and aids them in controlling their emotions and developing appropriate habits of conduct.

Good discipline is the essence of effective teamwork. It has as its objective self-discipline, or that control which is self-motivated. Supervisors stimulate self-discipline by:

- a. Giving employees a chance to express themselves on matters affecting them;
- b. Considering their views;
- c. Recognizing individual dignity and the need for a sense of security.

Self-discipline is further enhanced by recognizing employee's contributions and giving them a sense of accomplishment, pride in the District, and confidence in the personal integrity, consideration, and understanding of Supervisors. It is fostered and sustained by fair and equal treatment of all employees.

**Delegation of Authority to Discipline, Suspend and Discharge Employees:** The Manager shall have the final authority to discharge employees, within the rules and policies of the District.

All Department Heads shall have the authority to reprimand any employee under their supervision and may recommend to the Manager for action suspension of any employee with or without pay

## Policy HR-4: General Conduct and Discipline, continued

pending the results of any inquiry or disciplinary proceeding in accordance with these policies.

**Choosing Among Disciplinary Actions:** In many situations which may call for corrective action, a wide variety of such actions are available - ranging from a discussion and oral admonishment to a written reprimand, suspension, or discharge from service. The Manager or his/her designee shall have full discretion to impose disciplinary action in accordance with the circumstances of the particular case.

a. Reasonableness

Any disciplinary action demands the exercise of responsible judgment so that an employee will not be penalized disproportionately to the character of the offense. This is particularly true of an employee who has a previous record of completely satisfactory service.

b. Uniformity in Disciplinary Actions

It shall be the policy of the District that disciplinary action and terminations be fair and equitable. In order to achieve that goal, the Manager or his/her designee shall consider the following factors in reaching a decision on any disciplinary or termination action:

- 1) Is the action consistent with the general personnel policies of the District with similar disciplinary and termination proceedings?
- 2) What is the work history of the affected employee, his/her contributions to the department and the District, and the circumstances of the case?
- 3) Are there factors of mitigation which should be considered to lessen the discipline or factors such as a danger to the public or violations of the public trust of public policy calling for an enhanced punishment?

c. Procedural Failures Not a Defense

Failure to strictly adhere to any process outlined herein shall not invalidate the disciplinary action taken. Rather, the Manager may take steps to discipline the Supervisor or

## Policy HR-4: General Conduct and Discipline, continued

Department Head who has failed to comply with these policies.

d. Other Disciplinary Actions

It is the goal of the District that all disciplinary action of the District be consistent. Recognizing, however, that different job histories and other mitigating circumstances may cause differing results, it shall not be a defense to any disciplinary action that the District has levied different disciplinary action in similar situations, provided, however, that this provision shall not be construed to approve or condone discrimination.

### HR4.09 Types of Discipline

#### Oral Admonishment

An oral admonishment is a counseling session between a Supervisor and an employee on the subject of the employee's conduct and performance, or his/her failure to observe a rule, regulation, or administrative instruction. It is intended to increase an employee's efficiency and value to the District by changing his/her conduct, attitude, habits, or work methods. Following the counseling session, the Supervisor shall make a notation of the oral admonishment in the employee's personnel file for follow-up action, and advise the employee that it has been made a matter of record.

If at any time after an employee has been admonished, the Supervisor considers the employee's conduct and performance have improved, he/she shall notify the employee and make a notation in the employee's personnel file concerning the employee's improvement. In any event, an oral admonishment shall not be considered for any purpose after a period of six months from the date it is administered unless it represents a pattern of consistent misconduct.

#### Reprimand

A reprimand is a formal written disciplinary action for significant misconduct, inadequate performance, or repeated lesser infractions.

#### Suspension

A suspension is a temporary enforced absence from duty in a non-pay status which may be imposed as a penalty for significant misconduct or repeated lesser infractions. Periods of suspension

## Policy HR-4: General Conduct and Discipline, continued

shall be expressed in calendar days. A suspension is a severe disciplinary action which is made a matter of permanent record.

- a. Suspensions with pay may be utilized by the Manager pending the results of an investigation or disciplinary action where it is determined that factors such as public confidence, the safety of the employee or the efficient functioning of the District call for such a suspension. Suspensions with pay shall not exceed the reasonable time necessary to complete the inquiry upon which the disciplinary action may take.
- b. An employee may request to forfeit accrued vacation rather than actually undergo the suspension without pay; the employee's absence from the work place shall, however, be required. The decision of the Manager regarding such a request shall be final.

### **Discharge**

The Manager may terminate the employment of an individual:

- a. For cause, as detailed in the following section.
- b. When the Board of Commissioners, in its sole discretion has determined that inadequate funding exists to maintain existing levels of District services or that a lack of work exists with respect to a position, it may eliminate the position(s) and may layoff or terminate the affected employee(s). Lack of work or lack of funding determinations shall be made at the sole discretion of the Board of Commissioners and its decision shall be final.

### **HR4.10 Cause for Disciplinary Action or Termination**

An employee may be disciplined or discharged for any act, error or omission which tends to discredit public service, which impairs the efficient operation of the District or for any of the following reasons:

- a. Arriving or being on the job under the influence of intoxicating beverages or drugs;
- b. Violation of a lawful duty;
- c. Insubordination;

## Policy HR-4: General Conduct and Discipline, continued

- d. Breach of discipline;
- e. Being habitually absent for any reason;
- f. Conviction of a felony; or, of a misdemeanor involving moral turpitude; or, of a revocation of a valid driver's license if necessary to perform the duties of the job for a DWI offense, whether on or off duty. If the revocation is for 30 days or less, the employee may be placed on leave without pay or take annual leave if available. A second offense will result in immediate termination.
- g. Accepting fees, gratuities or other valuable items in the performance of the employee's official duties of the District;
- h. Inability, refusal or failure to perform the assigned job and the duties thereof;
- i. Violation of duties or rules imposed by this manual.

### **HR4.11 Grievance Procedure**

The District recognizes that there are situations that may arise when an employee feels he or she has not been treated fairly or in accordance with the rules. When grievances occur, every effort is to be made to adjust them promptly and fairly in a manner mutually satisfactory to all concerned.

An employee feeling aggrieved shall first attempt to resolve the problem with his/her Department Head, or, if no Department Head with the Manager. If any employee cannot get satisfaction from his/her Department Head, he or she may appeal to the Board of Commissioners for resolution or for the creation of an ad-hoc Employee Relations Committee (ERC) composed of; one field crew member, one office staff member, one management or Supervisory member, and one member of the Board of Commissioners. Under no circumstances shall either party of the grievance be members of the ERC. The ERC will attempt to make recommendations to resolve the grievance. If the recommendations are found unacceptable by either the grievant or Department Head so that the matter is not resolved, the Manager and Board of Commissioners will be responsible for final resolution.

## **Policy HR-4: General Conduct and Discipline, continued**

The individual is assured that no discrimination or reprisal will result because of the presentation of a problem. All grievances will be held CONFIDENTIAL to the extent permitted by law and shall become part of a grievance file.

### **HR4.12 Complaints Against Employee or District**

The District will from time to time receive and investigate complaints against employees and/or District operations.

This procedure will establish the method in which the District will receive and investigate complaints. The following steps will outline the action to be taken:

1. Once a complaint has been received by the District, whether it be by letter, phone or in person, a complaint form will be filled out and submitted to the Manager or Manager's designee.
2. The complaint form will be filled out giving all pertinent information including date, time and location, complainant's name, address and phone number, how the complaint was reported, who received the complaint, a summary narrative of the complaint, who if anyone is accused, the witnesses of the complaint and the Department Head's review and comments on the complaint.
3. The Manager or Manager's designee and the affected Department Head will then determine the course of action required to handle the complaint.

# Jefferson County PUD #1

## Policy Manual

### Section HR-5: Attendance and Leaves

- HR5.01 Attendance
- HR5.02 Hours of Work
- HR5.03 Standard Work Week
- HR5.04 Rest Periods
- HR5.05 Holidays
- HR5.06 Unpaid Holidays for Reasons of Faith or Conscience
- HR5.07 Paid Time Off (PTO)
- HR5.08 Annual Cashout of PTO
- HR5.09 Bereavement Leave
- HR5.10 Military Leave
- HR5.11 Leave Without Pay
- HR5.12 Leave Without Pay Due to Disability (including Pregnancy)
- HR5.13 Jury Duty Leave

#### **HR5.01 Attendance**

Employees shall be in attendance at the job in accordance with the rules regarding hours of work, holidays and leave. Attendance at the job may include, but not be limited to: presence and performance at the primary office location; performance in the field; attendance at meetings representing the District; performance of job products/tasks at other than the primary office location with Supervisor / Department Head approval.

An employee, who for any reason cannot report to work, shall make a sincere effort to immediately notify his/her Supervisor of his/her reason for being absent within two (2) hours of the beginning of the work period. If the absence continues beyond the first day, the employee shall notify the Supervisor on a daily basis unless other arrangements have been made.

Leave requests for medical, dental or optical appointments shall be submitted in advance.

At the discretion of the Manager, a doctor's certificate may be required for any period in excess of three (3) days. The District may request the opinion of a second doctor at its discretion.

## Policy HR-5: Attendance and Leaves

### HR5.02 Hours of Work

All employees shall work a schedule as approved by the Manager or his/her designee. A temporary employee's work week should not normally exceed the regular work week of other employees in the department to which he/she is assigned.

### HR5.03 Standard Work Week

The standard work week is 40 hours starting Monday at 12:00 a.m. ending Sunday at 11:59 p.m.

### HR5.04 Rest Periods

Meal breaks and any other breaks will be taken/scheduled in a manner not to interfere with the effective provision of District services.

All employees are entitled to, but not required to take, two (2) fifteen (15) minute breaks during the work day, one in the morning and one in the afternoon. Breaks shall be taken away from the work station to maximize the recuperative effect of the break time.

### HR5.05 Holidays

All full-time employees are provided paid holidays. The holidays observed by the District are:

New Year's Day	Veteran's Day
Martin Luther King Jr.'s Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Day
Fourth of July	Floating Holiday
Labor Day	

1. Holidays occurring during an employee's absence on leave shall not be considered as a part of the leave expended.
2. A Department Head shall have the right and the authority to require one or more of the employees in that department to work on a holiday.
3. Employees-Non-exempt employees required to work on a holiday shall choose one of the following options:
  - a. The employees may be paid at the rate of double the regular pay for those hours worked which fall on a holiday (holidays shall start at 0001 hours and end at 2400 hours of the designated holiday date).

## Policy HR-5: Attendance and Leaves

- b. The employees may accrue compensatory time at the rate of double the rate for those hours worked which fall on a holiday. All other compensatory time policies will apply.
4. If a holiday falls on Saturday, the preceding Friday will be allowed off. If a holiday falls on Sunday, the following Monday will be allowed off.

### **HR5.06 Unpaid Holidays for Reasons of Faith or Conscience**

Employees are entitled to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization

The employee may select the days on which he or she desires to take the two unpaid holidays after consultation with his or her supervisor. If an employee prefers to take the two unpaid holidays on specific days, then the employee will be allowed to take the unpaid holidays on the days he or she has selected unless the absence would unduly disrupt operations, impose an undue hardship, or the employee is necessary to maintain public safety. The term “undue hardship” has the meaning contained in the rule established by the Office of Financial Management.

If possible, an employee should submit a written request for an unpaid holiday provided for by this section to the employee’s supervisor a minimum of 20 days prior to the requested day. Approval of the unpaid holiday shall not be deemed approved unless it has been authorized in the desires of the employee, scheduled work, anticipated peak workloads, response to unexpected emergencies, the availability, if any of a qualified substitute, and consideration of the meaning of “undue hardship” developed by rule of the Office of financial Management.

The two unpaid holidays allowed by this policy must be taken during the calendar year if at all; they do not carry over from one year to the next.

### **HR5.07 Paid Time Off (PTO)**

A Personal Leave Program will be instituted in recognition of the need for paid time off for rest and recreation, illness, injury, child care, bereavement, personal business or any other approved absence from work on a paid leave status, except to the extent

## Policy HR-5: Attendance and Leaves

Worker's Compensation, Occupational Disability Allowance, Short Term Disability Plan, or Long Term Disability Plan provisions, provide otherwise. Regular, part-time employees shall accrue personal leave at the rate of one-half of the full time employee.

Except while receiving occupational disability allowance, while on Short Term Disability, or in a leave without pay status, each eligible employee shall accrue Personal Leave as follows:

Years of Service	Days accrued per year
During the 1st yr.	20
During the 2nd yr.	20
During the 3rd yr.	20
During the 4th yr.	20
During the 5th yr.	20
During the 6th yr.	25
During the 7th yr.	25
During the 8th yr.	25
During the 9th yr.	25
During the 10th yr.	25
During the 11th yr.	26
During the 12th yr.	27
During the 13th yr.	28
During the 14th yr.	29
During the 15th yr.	30
During the 16th yr.	31
During the 17th yr.	32
During the 18th yr.	33
During the 19th yr.	34
During the 20th yr.	35
Thereafter	35

\* "Day" for the purposes of this section means eight (8) hours

Use of Personal Leave shall be conditioned upon operational needs of the District and approval of the General Manager or designee. Approval of the unplanned use of Personal Leave shall be sought as early as practicable. All other use of Personal Leave shall be scheduled such that advance approval is sought at least twice as early as the length of the requested leave (e.g., one week's leave would require at least two weeks' notice). The District shall respond to the request within five (5) working days. It is the

## Policy HR-5: Attendance and Leaves

intention that leave be granted upon shorter notice for emergencies, death, illness or serious accident in the immediate family.

Unplanned use of Personal Leave so frequent as to interfere with job performance or District operations shall subject the employee to possible disciplinary action, regardless of the cause for such unplanned use.

Any request for personal leave of over thirty (30) days may be rejected by the District if at least six months' notice is not given, and then only dependent upon the District's work schedule.

The District shall not be required to permit more than one employee from any work classification to be on personal leave at the same time.

In the event an employee has used all of personal leave currently credited to the employee's account and must be absent from work for a reason which would otherwise entitle the employee to use personal leave, the employee shall apply to the Department Head for permission to take leave without pay, subject to the leave without pay policy provisions.

Personal leave accrual for each regular employee shall commence from the first date of his last employment. After the first year of employment, each employee must use a minimum of ten (10) days personal leave per year. Failure to use such ten (10) days personal leave shall result in forfeiture of any unused portion each year unless such failure is the result of occupational disability or extended illness.

The maximum accumulation (carry over) of personal leave for any regular employee by the end of each posting on or near January 1<sup>st</sup> of each year shall be sixty-three (63) days (504 hours) and any personal leave in excess of the sixty-three (63) days (504 hours) shall be forfeited.

Any personal leave accrual remaining at the time an employee begins to receive the LTD benefit shall be paid in full less statutory deductions.

Any employee who has accumulated personal leave time as herein provided and who terminates his employment with the District after giving the District two weeks advance notice of his intention to quit, shall receive his accrued personal leave pay; provided it is

## Policy HR-5: Attendance and Leaves

in conformance with the provisions contained herein.

Any employee who enlists or is inducted into the armed services of our country shall be paid for the personal leave time he has accrued to-date to the date he leaves the employ of the District.

In case of the death of any employee, all accumulated earned personal leave will be paid ~~to the employee's designated beneficiary~~ in accordance with Section 6 of this policy manual.

### **HR5.08 Annual Cashout of PTO**

Regular, full-time employees of the District shall be allowed to convert a portion of their personal leave to cash at the end of December of each calendar year, provided the following guidelines are met:

1. An employee must use a minimum of fifteen (15) days scheduled personal leave annually prior to any conversion.
2. After use or conversion, a minimum of sixty-three (63) days (504 hours) of accrued personal leave must remain in the employee's accrual account at the end of December of each calendar year.

### **HR5.09 Bereavement Leave**

Death or funeral attendance in the immediate family (not to exceed three (3) days.)

### **HR5.10 Military Leave**

~~Paid l~~Leave shall be provided for ~~the minimum level established by state and federal law, as the same exists or is hereafter amended in accordance with RCW 38.40.060. Those provisions currently provide that a maximum of ten (10) working days during any period of twelve (12) consecutive months will be allowed for~~ any employee who is a member of any duly-established National Guard or Reserve Corps Unit ~~for the purpose of complying with state or federally imposed requirements of muster.~~

### **HR5.11 Leave Without Pay**

Leave without pay may be requested for absence from work not covered by any other type of leave except for leave without pay for disability. Whenever possible, leave must be requested at least two (2) weeks in advance. An employee must be a permanent employee

## Policy HR-5: Attendance and Leaves

(having completed probation) in order to qualify for leave without pay:

1. Leave may be granted to an employee for a period of up to thirty (30) days upon the approval of the Manager. Extensions of up to ninety (90) days in any calendar year (total) are subject to further approval of the Board of Commissioners.
2. Accrued compensatory time, if any, and vacation leave must be expended prior to taking any leave without pay. Sick leave shall not be used for this purpose.
3. The District will pay non-wage benefits (i.e. health insurance, dental insurance, etc.) while an employee is on leave without pay up to thirty (30) days. The employee may continue to pay for non-wage related benefits if he/she wishes if leave without pay extends beyond thirty (30) days.
4. All other benefits are suspended including accrual of leave until the employee returns to work.

### **HR5.12 Leave Without Pay Due to Disability (including Pregnancy)**

This policy shall apply to all leave without pay taken due to disability including disability due to pregnancy. The following provisions shall apply to all disabilities.

1. Whenever possible, at least fourteen (14) days notice shall be given prior to any leave incurred due to elective or scheduled surgery, pregnancy or other leave taken due to a disability with respect to which the employee may schedule or time his/her absence.
2. Accrued ~~sick leave and annual~~ leave may be taken prior to the onset of a disability leave at the option of an employee. When accrued ~~sick~~ leave has been used, any employee may apply for disability leave.
3. Upon notice, the Manager may grant a leave of absence without pay for the actual period of disability, as verified by the treating physician, not to exceed six (6) months, three (3) months for maternity/paternity leave.
4. If the employee does not return to work at the end of the granted leave, or if a definite period of leave has not been established, at the end of six months, the Manager shall have the right to fill any vacancy.

## Policy HR-5: Attendance and Leaves

Disabilities brought about or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, are for all job related purposes, to be considered as temporary disabilities. All requests for leave by an employee under this section shall be evaluated, processed and granted under precisely the same process, rules and standards as would the request of any person, regardless of sex, for disability leave due to any other health reason.

1. An employee shall not be denied the opportunity to work during the entire period of pregnancy and shall be guaranteed the right to work for so long as the individual and her physician concur in her ability to work. Proof of the physician's concurrence may be required by the District at reasonable times during the pregnancy.
2. Marital status shall have no bearing whatsoever on any decision made under this policy.
3. Unless the District by its Manager has found:
  - The employee's position to be one in which business necessity requires a limitation of the leave period;
  - That limitation has been imposed at the date the leave was granted; and
  - That the employee fails to or cannot comply with such limitations,

The employee shall have the right to return to her same or a similar job.

### **HR5.13 Jury Duty Leave**

Civil leave shall be allowed by the Manager to permit an employee to serve as a member of a jury or to appear as a witness before a court or grand jury.

Continuation of an employee's pay by the District during any period of allowed civil leave shall be contingent upon:

1. Reduction by amount of pay or reimbursement received; and
2. Proof of the amount of pay or reimbursement received and of services rendered.

**Jefferson County PUD #1**  
**Human Resources Policies**  
**Section HR-6: Personnel Actions**

- HR6.01 Department Head Responsibilities
- HR6.02 New Titles and/or Positions
- HR6.03 Elimination of Titles and/or Positions
- HR6.04 Reassignment
- HR6.05 Layoff
- HR6.06 Resignation
- HR6.07 Retirement
- HR6.08 Termination
- HR6.09 Involuntary Termination
- HR6.10 Termination as a Result of a Disability
- HR6.11 Death
- HR6.12 Rights of Appeal

**HR6.01 Department Head Responsibilities**

Department Heads have overall responsibility for their employees and departmental functions. Each Department Head is accountable to the Manager for the activities of his/her department and employees. Their specific assignments are outlined in their job descriptions. Generally, Department Heads are responsible for the following items with respect to employees:

- a. Providing direct supervision or assuring adequate direct supervision of employees
- b. Employee training
- c. Employee discipline
- d. Preliminary performance appraisal
- e. Employee safety
- f. Working conditions
- g. Administering leave policies
- h. Establishing work assignments, shifts, duty rosters and job descriptions.

## Policy HR-6: Personnel Actions, continued

- i. Attending the meetings of the Board of Commissioners and any other meetings at the direction of the Manager.

The Department Head may delegate some of these duties but retains overall responsibility for the operation of his/her department.

### **HR6.02 New Titles and/or Positions**

All new job titles and job descriptions must be approved by the Manager prior to advertisement.

Unbudgeted positions deemed necessary and approved by the Manager and Board of Commissioners will become part of the budget on an individual basis by budgetary amendment.

### **HR6.03 Elimination of Titles and/or Positions**

All District job titles and positions are approved or disapproved in the District's annual budget. All positions are subject to the Commission's ability to fund said positions in the budget year based upon the District's projected revenues and/or anticipated work load. All attempts will be made to ensure a stable and efficient collection of employees by minimizing any reduction in staffing by reassignment, wage reduction or other means.

### **HR6.04 Reassignment**

Promotion, downgrading, layoff, discharge and interdepartmental transfer shall be based on individual performance and work force needs.

The District has two (2) types of reassignment:

1. A change in job title and classification which may result from the creation of a new position within the District, filling of a vacancy or moving an employee from one department to another.
2. A change of job classification due to promotion.

### **HR6.05 Layoff**

In determining who is laid off, consideration is to be given to the individuals performance and to qualifications required for

## **Policy HR-6: Personnel Actions, continued**

remaining jobs and, lastly, seniority in the positions to be affected may be considered.

When an employee is laid off for non-disciplinary reasons, the same compensation shall be paid as accrued in voluntary termination.

### **HR6.06 Resignation**

Any employee resigning from District service should give at least two weeks notice in writing addressed to the Manager stating the reason for leaving and the anticipated last day of work. The time limit on resignations may be waived at the discretion of the Manager. The Manager shall place a copy of the resignation and a final performance appraisal report in the employee's file and submit a copy to the Department Head if applicable.

Any employee who has accumulated personal leave time as herein provided and who terminates his employment with the District after giving the District two weeks advance notice of his intention to quit, shall receive his accrued Personal Leave pay, regular wages for all hours worked up to the time of termination which have not already been paid, any overtime, compensatory or holiday pay due; a lump sum payment at the employee's regular wage for accumulated sick leave and vacation up to the limits described elsewhere in these policies; provided it is on conformance with the provisions contained herein.

### **HR6.07 Retirement**

In all instances the retirement date shall be the last day of the calendar month in which the employee shall work. Voluntary retirement is also allowed as provided for under the Public Employees Retirement System (PERS).

### **HR6.08 Termination**

All terminations shall be recorded in personnel files by the Manager or his/her designee. Reasons for termination shall be noted along with any final performance appraisal.

### **HR6.09 Involuntary Termination**

An employee may be discharged from District employment:

1. During or at the end of the probationary period without cause.
2. As a result of disciplinary action.

## Policy HR-6: Personnel Actions, continued

3. For unsatisfactory job performance.
4. Due to loss of skills, certifications or other conditions which would make the employee unfit for service.
5. When the Board of Commissioners in its sole discretion has made a determination that a lack of work or funding exists with respect to the employee's position.

When an employee is terminated as a disciplinary action, the compensation payable shall be the minimum allowable under the law. No compensation shall be made for accrued sick leave.

The Human Resources Manager shall place a copy of the notice of termination in the employee's personnel file.

### **HR6.10 Termination as a Result of a Disability**

An employee may be terminated for disability when he/she is no longer able to perform the required duties because of physical or mental impairment. Termination may be initiated by the employee, his/her legal representative or the District but in all cases it must be supported by medical evidence which establishes that the individual is unable to perform bonafide job requirements. The District may require an examination, at its expense, performed by a physician of its choice; failure to submit to such a request may result in termination.

### **HR6.11 Death**

Termination shall be effective at the date of death. In the absence of other arrangements, all compensation due shall be paid to the surviving spouse or to the estate of the employee.

### **HR6.12 Rights of Appeal**

The rights of appeal or grievance are detailed in Section 4 of these policies.

**Jefferson County PUD #1**

**Human Resources Policies  
Section HR-7: Benefits**

- HR7.01 Compensation and Payroll Policies
- HR7.02 Overtime and Compensatory Time
- HR7.03 Overtime for FLSA Exempt Employees During Emergency Situations
- HR7.04 Work Related Expenses
- HR7.05 Salary Increases
- HR7.06 Applicability of Retirement and Insurance Benefits to the Board of Commissioners
- HR7.07 Insurance Benefit Plans
- HR7.08 Retirement Benefits
- HR7.09 Unemployment Compensation
- HR7.10 Short-term Disability Benefit

**HR7.01 Compensation and Payroll Policies**

**Deductions:** Some regular deductions from the employee's paycheck are required by law; other deductions are as specifically authorized by the employee. Employees may request voluntary payroll deductions in accordance with applicable laws and statutes.

**Salary Advances:** The District is prohibited by Article 8, Section 7 of the Washington State Constitution from lending public funds. Cash advances shall be limited to the payment of accrued benefits, such as salary earned or vacation benefits accrued.

**Records:** The official payroll records are kept by the Bookkeeper. Falsification of leave records or reporting may result in disciplinary action.

**HR7.02 Overtime and Compensatory Time**

This policy is being adopted in consideration of the extension of the provisions of the Fair Labor Standards Act to this municipal corporation by the action of the United States Supreme Court. Except in emergencies, overtime shall be approved by the Department Head or, in his/her absence, the individual in charge of the Department at the time the need for overtime becomes apparent. In order to permit employees some flexibility in the use of the benefits which they earn through their overtime service, the following policies are adopted:

## Policy HR-7: Benefits, continued

1. These policies shall apply only to those employees of the District which are subject to the Fair Labor Standards Act and whose services are rendered on the basis of a 168 hour (7 day) work week. This policy shall not apply to professional, administrative or executive employees who are exempt from the provisions of the Fair Labor Standards Act. Exempt employees shall receive no overtime and may take compensatory time only as provided for in these policies.
2. Overtime shall refer to services rendered by an employee in accordance with hours worked. Non-exempt employees shall receive overtime compensation at a rate of one and one-half (1 ½) times their regular rate of pay per hour worked in excess of eight (8) hours in one day or in excess of 40 hours in one week. Overtime shall also be paid at this rate for hours worked on a Saturday and Sunday if they are not a scheduled work day and on holidays identified in Section 5 of this manual.
3. Employees may request ~~the use of~~ compensating time off in lieu of the payment of overtime. All such requests shall be subject to the approval of the Manager and shall be granted at the sole discretion of the District. Compensatory time will accrue at one and one-half (1 ½) times the hours of overtime worked. The maximum accrual of compensatory time is 40 hours. Use of compensatory time shall be taken within reasonable time from the date earned, not to exceed six months. All scheduling of compensatory time shall be mutually agreed upon by the employee and his/her Department Head.
4. The Bookkeeper is directed to keep records of the overtime earned, the compensating time requested and used.

### **HR7.03 Overtime for FLSA Exempt Employees During Emergency Situations**

Under emergency situations, FLSA exempt employees who work in excess of forty (40) hours in a workweek may be paid at one and one-half (1 ½) times the exempt employees pay as determined on an hourly basis. Such extraordinary situations shall be determined by the General Manager considering factors including length of the time worked, extent of outages, severity of weather conditions, customer impact, and utility need. This provision does not apply to the General Manager or General Counsel of the PUD.

## Policy HR-7: Benefits, continued

### HR7.04 Work Related Expenses

It is the policy of the District to reimburse employees and District officials for travel, subsistence and related expenses while conducting District business or providing a service to the District. To qualify for reimbursement, such expense must be reasonable and prudent under the circumstances and directly related to the conduct of business or service of the District. Care must be taken to avoid unnecessary or excessively-costly expenditures.

No claim for personal reimbursement shall be paid unless it is accompanied by a bonafide vendor's receipt. Such receipts must show date, a description of the purchase, vendor identification and the amount paid. Personal credit card receipts are an acceptable form of receipt.

It shall be the responsibility of the Manager to ensure that these policies are adhered to. The Bookkeeper shall provide the forms and instructions necessary for their implementation and execution. In no event will a claim for reimbursement be allowed unless the same is presented in a detailed account and shall be duly certified by the official or employee submitting the claim in a manner prescribed by the Division of Municipal Corporations in the office of the State Auditor.

### HR7.05 Salary Increases

There are three (3) types of salary increases which an employee may receive:

1. Merit Adjustment: Generally based on exemplary performance and/or increased responsibility or other relevant factors.
2. Grade Adjustment: Pay increase due to assignment to a new job title and classification.
3. Cost of Living Adjustment: Based on the competitive job market and economic conditions.

The General Manager is authorized, on behalf of the District to administer merit pay increases, based on performance for employees of the District not represented under collective

## Policy HR-7: Benefits, continued

bargaining agreements and excluding the general manager and district auditor.

The Commission authorizes the General Manager to administer merit pay increases, employee promotions, hiring, demotions, transfers, equity and market adjustments, and other administrative actions that conform to the limitations set within and in accordance with the most current resolution setting the titles and salary ranges for non-union employees.

### **HR7.06 Applicability of Retirement and Insurance Benefits to the Board of Commissioners**

For the purposes of HR7.07 and HR7.08 below, "employee" shall be interpreted to include the Board of Commissioners if the applicable law or insurance policy will permit the inclusion of that individual without any increase in the cost of the program or policy above that which would be attributable to the addition of any full-time employee of the District.

### **HR7.07 Insurance Benefit Plans**

~~Health and Medical~~, dental, vision and life insurance ~~are-is provided available~~ to all full-time employees.

### **HR7.08 Retirement Benefits**

District employees will belong to the Public Employees Retirement System. Descriptions of the retirement plan for each employee shall be given to the employee.

All District employees are covered by Social Security. Information on Social Security benefits is available through the Bookkeeper.

### **HR7.09 Unemployment Compensation**

District employees may qualify for Washington state unemployment compensation after termination from District employment. Certain qualifications have to be met before a person can obtain unemployment compensation.

### **HR7.10 Short-term Disability Benefit**

In recognition of the fact of extended illness or injury, there is established a Short Term Disability (STD) benefit as set forth below:

~~Employees-Non-union employees~~ who are unable to work for forty

## Policy HR-7: Benefits, continued

(40) consecutive regularly scheduled hours because of their illness or injury, as certified by licensed, competent medical authority, shall receive seventy percent (70%) of their regular straight time base pay from the forty-first (41st) regularly scheduled hour of their inability to work until they either recover and return to work or complete the waiting period required for the District's long term disability insurance eligibility, whichever is earlier. Accrued personal leave may be used to make up the difference between the STD benefit payment and 100% of gross, straight-time pay.

Return to work from coverage by the Short Term Disability benefit is conditioned upon certification by licensed, competent medical authority that the employee is able to fully perform the duties of the job and is otherwise fit to return to work.

An employee who returns to work from coverage by the Short Term Disability benefit and works less than thirty (30) calendar days because of a relapse as certified by a licensed, competent medical authority, may return to coverage by the Short Term Disability benefit immediately upon such relapse.

Any employee who returns to work, full time with no restrictions, from coverage under the Short Term Disability benefit and is required to attend recovery or follow-up doctor appointments related to the same illness or injury within ninety (90) calendar days of the first day of return may include these appointments under coverage by the Short Term Disability benefit as described without having to revisit the forty (40) hour waiting period.

Personal leave will be accrued at a rate of 70% of the normal rate while covered by the Short Term Disability benefit, provided that when an employee uses the personal leave option to make up all, or a portion of, the difference between the Short Term Disability benefit payment and 100% of gross straight-time pay, personal leave will then be accrued at the total rate between 70% and 100%. All other benefits will continue to accrue at the normal rates.

Once all STD and personal leave coverage has been exhausted and, according to the prognosis received from a certified medical doctor, an employee will be able to return to their previous position with the District at full capability, the employee may request leave of absence status.



## Jefferson County PUD #1

### Human Resources Policies Section HR-8: Health and Safety

- HR8.01 Safety
- HR8.02 Accidents on the Job
- HR8.03 Alcohol/Drug Use and Dependency
- HR8.04 Drug Free Workplace

#### **HR8.01 Safety**

The District recognizes the need for the development of safe working practices for every employee and desires to promote on-the-job safety by encouraging the proper design and use of buildings, equipment, tools and other devices. Administration of the safety program should be the responsibility of the immediate Supervisor/Department Head. Employees should be constantly on the alert to rectify unsafe working practices and report existing hazardous working conditions with the aim of immediate correction.

#### **HR8.02 Accidents on the Job**

Accidents which occur on the job, either during regular working hours, weekend service or while on special assignments, shall be immediately reported by the employee to the employee's Supervisor or the Manager. If an immediate report of an accident cannot be made, it shall be reported as soon as it is possible to do so, in any case within 24 hours.

- a. Accidents would include injuries or suspected injuries to employees or others on the job, major equipment breakdown or vehicle accidents.
- b. The term "accidents" is meant to include injuries or suspected injuries to employees which must be reported on industrial accident insurance forms and noted in personnel files.
- c. If an injury should occur on the job, these steps shall be followed:

## Policy HR-8: Health and Safety, continued

- Contact the Fire Department or 911 for emergency medical service if needed.
  - Inform the medical service that this was an on-the-job accident and that State Industrial Insurance Report forms should be completed.
  - Notify the Supervisor and Manager as soon as possible following the accident and file a written report if possible
- d. In the event that an accident involving a District vehicle occurs on the job resulting in significant property damage or personal injury the employee shall follow these steps:
- Notify the police, the Manager and the District Office immediately.
  - Ask all persons to remain at the scene until pertinent information is obtained.
  - Obtain data from other drivers involved (license plate number, make of car, driver's license number, name and address of insurance company.)
  - File a written report with the Manager
- e. In order to protect both employees and the District from unwarranted liability, employees are urged not to discuss accidents with persons other than the police and the Manager until the District's insurer and the District's Attorney have been notified and the employee has reviewed the accident with the insurer and/or attorney. Overbroad, inaccurate or confusing statements may result in personal loss or liability to the employee.

### **HR8.03 Alcohol/Drug Use and Dependency**

The District maintains a Drug Free Workplace policy in accordance with the Federal Drug Free Workplace Act of 1988 as detailed in ~~Resolution 92-341~~[HR8.04](#). All District business shall be conducted in accordance with this policy and as follows:

## Policy HR-8: Health and Safety, continued

1. The habitual, abusive use of drugs or alcohol can impair an employee's work and home life. The District encourages the use of counseling and other courses of treatment and Development.
  - a. Employees who voluntarily seek treatment will qualify for the use of Personal leave to attend a bona fide treatment or counseling program.
  - b. As a part of any disciplinary action, employees continued employment may be conditioned upon completion of a drug/alcohol treatment or counseling program.
  - c. Employees who voluntarily report an alcoholic condition or drug dependency shall not be subject to any retaliatory job action or to discrimination, provided, however, that nothing in the Policy shall be interpreted to limit the District's ability to discipline or terminate an employee for the use or possession of drugs or alcohol during working hours nor to prevent the District from taking appropriate disciplinary action or from terminating an employee if an alcoholic condition or drug dependency impairs his/her ability to perform assigned duties or poses a threat to the safety of others.
2. Employees who are required to take prescription drugs shall report their use of the drug to the Supervisor or Manager, if:
  - a. The employee operates machinery, or motor vehicles or engages in other hazardous duties, and
  - b. The prescription drug may cause drowsiness or otherwise may impair the performance of assigned duties.
  - c. At the option of the District, an employee may be reassigned to less hazardous duties or placed on sick leave during the course of treatment by a prescription drug if its use coupled with the employee's duties poses a threat to the safety of the employee or other persons, or unduly impairs the quality of work performed by the employee.

## **Policy HR-8: Health and Safety, continued**

### **HR8.04 Drug Free Workplace**

PUD #1 of Jefferson County (PUD) has the responsibility to the public to provide safe and efficient service while ensuring safe working conditions for its employees. To satisfy these responsibilities, PUD must establish a work environment where its employees are free from the effects of drugs, alcohol or other job impairing substances. Accordingly, reporting for work under the influence of intoxicating liquor or illegal drugs, or the unlawful use, manufacture, sale, dispensing, or possession by an employee of an intoxicating liquor, controlled or illegal substance, a drug not medically authorized, or any other substances which impair job performance or pose a hazard to the safety and welfare of the employee, the public, or other employee is strictly prohibited and will result in immediate disciplinary action, including immediate suspension or termination.

As a result of disciplinary action arising from a work-related drug or alcohol incident, an employee may be required to participate in a drug or alcohol treatment program. Work absences for treatment purposes may qualify for accumulated sick leave benefits provided the employee continues to make satisfactory progress in the treatment program. All costs, deductible, and co-payments for such programs shall be the responsibility of the employee.

In order to comply with the Federal Drug-Free Workplace Act of 1988, any employee convicted of a criminal drug violation occurring within the workplace, while operating or in control of PUD machinery and equipment or while acting on behalf of the PUD, must notify PUD, as employer, within one (1) working day of the conviction date. As a condition of employment with PUD, each employee must abide by the terms of this policy.

## Jefferson County PUD #1

### Human Resources Policies

#### Section HR-9: Policy Against Unlawful Harassment

- HR9.01 Objective
- HR9.02 Prohibited Under This Policy
- HR9.03 Discrimination
- HR9.04 Harassment
- HR9.05 Sexual Harassment
- HR9.06 Retaliation
- HR9.07 Consensual Romantic or Sexual Relationship
- HR9.08 Complaint Process
- HR9.09 Confidentiality
- HR9.10 Complaint Procedure

#### **HR9.01 Objective**

Jefferson County PUD strives to create and maintain a work environment in which people are treated with dignity, decency and respect. The environment of Jefferson County PUD should be characterized by mutual trust and the absence of intimidation, oppression and exploitation. Employees should be able to work and learn in a safe, yet stimulating atmosphere. The accomplishment of this goal is essential to the mission of Jefferson County PUD. For that reason, Jefferson County PUD will not tolerate unlawful discrimination or harassment of any kind. Through enforcement of this policy and by education of employees, the company will seek to prevent, correct and discipline behavior that violates this policy.

All employees, regardless of their positions, are covered by and are expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this policy. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension or termination of employment.

#### **HR9.02 Prohibited Under This Policy**

Jefferson County PUD, in compliance with all applicable federal, state and local anti-discrimination and harassment laws and regulations, enforces this policy in accordance with the following definitions and guidelines:

## Policy HR-9: Policy Against Unlawful Harassment, continued

### HR9.03 Discrimination

It is a violation of Jefferson County's policy to discriminate in the provision of employment opportunities, benefits or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person's race, color, national origin, age, religion, disability status, gender, sexual orientation, gender identity, pregnancy, physical or mental disability, genetic information ~~or~~, military, veteran, marital status or any other basis prohibited by law.

Discrimination of this kind may also be strictly prohibited by a variety of federal, state and local laws, including Title VII of the Civil Rights Act 1964, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. This policy is intended to comply with the prohibitions stated in these anti-discrimination laws.

Discrimination in violation of this policy will be subject to disciplinary measures up to and including termination.

### HR9.04 Harassment

Jefferson County PUD prohibits harassment, including sexual harassment, of any kind, and will take appropriate and immediate action in response to complaints or knowledge of violations of this policy. For purposes of this policy, harassment is any verbal or physical conduct designed to threaten, intimidate or coerce an employee, co-worker or any person working for or on behalf of Jefferson County PUD. Verbal taunting (including racial and ethnic slurs) that, in the employee's opinion, impairs his or her ability to perform his or her job is included in the definition of harassment. The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal harassment includes comments that are offensive or unwelcome regarding a person's nationality, origin, race, color, religion, gender, sexual orientation, age, body, disability or appearance, including epithets, slurs and negative stereotyping.
- Nonverbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of

## Policy HR-9: Policy Against Unlawful Harassment, continued

national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, sexual identity, marital or other protected status.

### **HR9.05 Sexual Harassment**

Sexual harassment is a form of unlawful employment discrimination under Title VII of the Civil Rights Act of 1964 and is prohibited. According to the Equal Employment Opportunity Commission (EEOC), sexual harassment is defined as “unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when submission to or rejection of such conduct is used as the basis for employment decisions or such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.”

There are two types of sexual harassment:

- “Quid pro quo” harassment, where submission to harassment is used as the basis for employment decisions. Employee benefits such as raises, promotions and better working hours are directly linked to compliance with sexual advances. Therefore, only someone in a supervisory capacity (with the authority to grant such benefits) can engage in quid pro quo harassment. Examples: A supervisor promising an employee a raise if she goes on a date with him; a manager telling an employee she will fire him if he does not have sex with her.
- “Hostile work environment,” where the harassment creates an offensive and unpleasant working environment. A hostile work environment can be created by anyone in the work environment, whether it be supervisors, other employees or customers. Hostile environment harassment consists of verbiage of a sexual nature, unwelcome sexual materials or even unwelcome physical contact as a regular part of the work environment. Texts, e-mails, cartoons or posters of a sexual nature; vulgar or lewd comments or jokes; or unwanted touching or fondling all fall into this category.

Sexual harassment occurs when unsolicited and unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature:

- Is made explicitly or implicitly a term or condition of employment.

## Policy HR-9: Policy Against Unlawful Harassment, continued

- Is used as a basis for an employment decision.
- Unreasonably interferes with an employee's work performance or creates an intimidating, hostile or otherwise offensive environment.

Sexual harassment may take different forms. The following examples of sexual harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal sexual harassment includes innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks and threats; requests for any type of sexual favor (this includes repeated, unwelcome requests for dates); and verbal abuse or "kidding" that is oriented toward a prohibitive form of harassment, including that which is sexual in nature and unwelcome.
- Nonverbal sexual harassment includes the distribution, display or discussion of any written or graphic material, including calendars, posters and cartoons that are sexually suggestive or show hostility toward an individual or group because of sex; suggestive or insulting sounds; leering; staring; whistling; obscene gestures; content in letters and notes, facsimiles, e-mail, photos, text messages, tweets and Internet postings; or other form of communication that is sexual in nature and offensive.
- Physical sexual harassment includes unwelcome, unwanted physical contact, including touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing and fondling and forced sexual intercourse or assault.

Courteous, mutually respectful, pleasant, non-coercive interactions between employees, including men and women, that are appropriate in the workplace and acceptable to and welcomed by both parties are not considered to be harassment, including sexual harassment.

### **HR9.06 Retaliation**

No hardship, loss, benefit or penalty may be imposed on an employee in response to:

- Filing or responding to a bona fide complaint of discrimination or harassment.
- Appearing as a witness in the investigation of a complaint.

## Policy HR-9: Policy Against Unlawful Harassment, continued

- Serving as an investigator of a complaint.

Retaliation or attempted retaliation in response to lodging a complaint or invoking the complaint process is a violation of this policy. Any person who is found to have violated this aspect of the policy will be subject to sanctions up to and including termination of employment.

### **HR9.07 Consensual Romantic or Sexual Relationship**

Jefferson County PUD strongly discourages romantic or sexual relationships between a manager or other supervisory employee and his or her staff (an employee who reports directly or indirectly to that person) because such relationships tend to create compromising conflicts of interest or the appearance of such conflicts. In addition, such a relationship may give rise to the perception by others that there is favoritism or bias in employment decisions affecting the staff employee. Moreover, given the uneven balance of power within such relationships, consent by the staff member is suspect and may be viewed by others or, at a later date, by the staff member as having been given as the result of coercion or intimidation. The atmosphere created by such appearances of bias, favoritism, intimidation, coercion or exploitation undermines the spirit of trust and mutual respect that is essential to a healthy work environment. If there is such a relationship, the parties need to be aware that one or both may be moved to a different department, or other actions may be taken.

If any employee of Jefferson County PUD enters into a consensual relationship that is romantic or sexual in nature with a member of his or her staff (an employee who reports directly or indirectly to him or her), or if one of the parties is in a supervisory capacity in the same department in which the other party works, the parties must notify the human resource director or other appropriate corporate officer. Because of potential issues regarding quid pro quo harassment, Jefferson County PUD has made reporting mandatory. This requirement does not apply to employees who do not work in the same department or to parties who do not supervise or otherwise manage responsibilities over the other.

Once the relationship is made known to Jefferson County PUD, the company will review the situation with human resources in light of all the facts (reporting relationship between the parties, effect on co-workers, job titles of the parties, etc.) and will determine

## **Policy HR-9: Policy Against Unlawful Harassment, continued**

whether one or both parties need to be moved to another job or department. If it is determined that one party must be moved, and there are jobs in other departments available for both, the parties may decide who will be the one to apply for a new position. If the parties cannot amicably come to a decision, or the party is not chosen for the position to which he or she applied, the parties will contact human resources, which will decide which party should be moved. That decision will be based on which move will be least disruptive to the organization as a whole. If it is determined that one or both parties must be moved, but no other jobs are available for either party, the parties will be given the option of terminating their relationship or resigning.

### **HR9.08 Complaint Process**

Jefferson County PUD will courteously treat any person who invokes this complaint procedure, and the company will handle all complaints swiftly and confidentially to the extent possible in light of the need to take appropriate corrective action. Lodging a complaint will in no way be used against the employee or have an adverse impact on the individual's employment status. Because of the damaging nature of harassment to the victims and to the entire workforce, aggrieved employees are strongly urged to use this procedure. However, filing groundless or malicious complaints is an abuse of this policy and will be treated as a violation.

### **HR9.09 Confidentiality**

The employee assistance program (EAP) provides confidential counseling services to company employees. Individuals wishing to discuss an incident confidentially or seeking information and advice of a personal nature are encouraged to contact the EAP. The role of the EAP in such cases will be limited to personal counseling and treatment for the person who is then an EAP client. Contacting the EAP will not qualify as notification to Jefferson County PUD of a potential harassment or discrimination issue (see below complaint procedure for more on how to notify the company of an issue or complaint).

During the complaint process, the confidentiality of the information received, the privacy of the individuals involved and the wishes of the complaining person will be protected to as great a degree as is legally possible. The expressed wishes of the complaining person for confidentiality will be considered in the context of the company's legal obligation to act on the charge and the right of the charged

## **Policy HR-9: Policy Against Unlawful Harassment, continued**

party to obtain information. In most cases, however, confidentiality will be strictly maintained by the company and those involved in the investigation. In addition, any notes or documents written by or received by the person(s) conducting the investigation will be kept confidential to the extent possible and according to any existing state or federal law.

### **HR9.10 Complaint Procedure**

Jefferson County PUD has established the following procedure for lodging a complaint of harassment, discrimination or retaliation. The company will treat all aspects of the procedure confidentially to the extent reasonably possible.

1. An individual who feels harassed, discriminated or retaliated against may initiate the complaint process by filing a complaint in writing with Jefferson County PUD's human resource (HR) director. No formal action will be taken against any person under this policy unless HR has received a written and signed complaint containing sufficient details to determine if the policy may have been violated. The complainant (the employee making the complaint) may obtain the complaint form from the HR department. If a supervisor or manager becomes aware that harassment or discrimination is occurring, either from personal observation or as a result of an employee's coming forward, the supervisor or manager should immediately report it to the HR director.
2. Upon receiving a complaint or being advised by a supervisor or manager that violation of this policy may be occurring, the HR director will notify the company and review the complaint with the company's legal counsel.
3. Within five working days of receiving the complaint, the HR director will notify the person(s) charged [hereafter referred to as "respondent(s)"] of a complaint and initiate the investigation to determine whether there is a reasonable basis for believing that the alleged violation of this policy occurred.
4. During the investigation, the HR director, together with legal counsel or other management employees, will interview the complainant, the respondent and any witnesses to determine whether the alleged conduct occurred.
5. Within 15 business days of the complaint being filed (or the matter being referred to the HR director), the HR director

## Policy HR-9: Policy Against Unlawful Harassment, continued

or other person conducting the investigation will conclude the investigation and submit a written report of his or her findings to the company.

6. If it is determined that harassment or discrimination in violation of this policy has occurred, the HR director will recommend appropriate disciplinary action. The appropriate action will depend on the following factors: a) the severity, frequency and pervasiveness of the conduct; b) prior complaints made by the complainant; c) prior complaints made against the respondent; and d) the quality of the evidence (e.g., first-hand knowledge, credible corroboration).
7. If the investigation is inconclusive or if it is determined that there has been no violation of policy but potentially problematic conduct may have occurred, the HR director may recommend appropriate preventive action.
8. Within five days after the investigation is concluded, the HR director will meet with the complainant and the respondent separately, notify them of the findings of the investigation, and inform them of the action being recommended.
9. The complainant and the respondent may submit statements to the HR director challenging the factual basis of the findings. Any such statement must be submitted no later than five working days after the meeting with the HR director in which the findings of the investigation are discussed.
10. Within 10 days from the date the HR director meets with the complainant and respondent, the company will review the investigative report and any statements submitted by the complainant or respondent, discuss results of the investigation with the HR director and other management staff as may be appropriate, and decide what action, if any, will be taken. The HR director will report Jefferson County PUD's decision to the complainant, the respondent and the appropriate management assigned to the department(s) in which the complainant and the respondent work. Jefferson County PUD's decision will be in writing and will include findings of fact and a statement for or against disciplinary action. If disciplinary action is to be taken, the respondent will be informed of the nature of the discipline and how it will be executed.

## Jefferson County PUD #1

### Human Resources Policies Section HR-10: Travel

- HR10.01 Purpose
- HR10.02 In General
- HR10.03 Travel Authorization
- HR10.04 Meal Per Diem Rates
- HR10.05 Meals Included in Registration Fees
- HR10.06 Lodging Rates
- HR10.07 Automobile Use
- HR10.08 Non-employee passengers
- HR10.09 Volunteers
- HR10.10 Reimbursement Procedure
- HR10.11 Extending a trip for personal reasons
- HR10.12 Traveler's responsibility
- HR10.13 Modification of Policy

#### **HR10.01 Purpose**

This policy provides guidance concerning travel while JPUD Commissioners, employees, and volunteers are conducting official District business.

#### **HR10.02 In General**

- A. Travelers are required to take steps to minimize travel expenses to the extent practical.
- B. The departure point for travel will be either 310 Four Corners Road, Port Townsend; or 230 Chimacum Road, Port Hadlock, Washington; or the traveler's residence, whichever is closer to the travel destination.
- C. The return point for travel will be either 310 Four Corners Road, Port Townsend; 230 Chimacum Road, Port Hadlock, Washington; or the traveler's residence, whichever is closer to the travel destination.
- D. No reimbursement will be made without detailed receipts, with the exception of per diem. The General Manager, or designee, will make the sole determination whether the documentation provided is reasonable, except where the General

## Policy HR-10: Travel, continued

Manager is the traveler, the Board President will make such determination.

- E. When the General Manager is the traveler any required authorization will come from the Board President. When a Board member is the traveler, any required authorization will come from the Board acting as the JPUD Governing Body.

### **HR10.03 Travel Authorization**

Any travel requests that allow for reimbursement to the traveler must be pre-approved on the attached JPUD travel request form, with the exception of the PUD Board of Commissioners who, because of their meeting schedule, may submit requests within 30 days after completion of travel. Regular meetings that Board members attend related to their duties as Board members do not require approval.

### **HR10.04 Meal Per Diem Rates**

JPUD uses the rates set by the U.S. General Services Administration. To determine the rate for individual meals, the following calculations rounded to the nearest dollar apply:

Breakfast:	25% of the daily GSA amount
Lunch:	30% of the daily GSA amount
Dinner:	45% of the daily GSA amount

Travelers are required to accept per diem rather than reimbursement, unless such would be impractical or not in JPUD's best interest as determined by the General Manager, or designee, or the Board President where the General Manager is the traveler, or the Board where a Board member is the traveler.

### **HR10.05 Meals Included in Registration Fees**

If meals are provided at an event and are included in the registration fee for that event, the traveler is not eligible for meal per diem for that meal. Continental meals or light refreshments do not count as a meal.

## Policy HR-10: Travel, continued

### HR10.06 Lodging Rates

Travelers will be reimbursed for actual costs, as evidenced by a receipt. Travelers may also use a JPUD credit card if authorized and available. Travelers should attempt to reserve lodging at the lowest available rate. Lodging is not authorized when the destination is under 50 miles away absent unusual circumstances as determined by the General Manager or designee, or by the Board President where the General Manager is the traveler, or the Board where a Board member is the traveler.

Final Day of JPUD Business: Payment for lodging expenses related to the night of the traveler's final day of business may be authorized under the following circumstances:

- A. When the overnight stay is more economical to JPUD (such as the increased cost of travel the final day of business being greater than an extra night's lodging and travelling the following day.)
- B. When the health or safety of the traveler is at unreasonable risk.
- C. In exceptional circumstances approved by the General Manager, Board President, or Board, as appropriate.

### HR10.07 Automobile use

JPUD vehicles will be used for JPUD business, unless a JPUD vehicle is not available, or where use of a non-JPUD vehicle is determined to be impractical by the General Manager, Board President, or Board, as appropriate. Where use of a non-JPUD vehicle is approved, mileage reimbursement usage will be at the then-current Internal Revenue Service rate. When JPUD vehicles are unavailable, travelers will make reasonable efforts to use as few non-JPUD vehicles as possible.

Mileage reimbursement for use of a privately-owned vehicle will differ depending on the situation.

## Policy HR-10: Travel, continued

If no JPUD vehicle is available: \$0.54 per mile.

If JPUD vehicle is available: \$0.19 per mile.

Use of privately-owned motorcycle: \$0.51 per mile.

*Note: The per-mile reimbursement will change when the GSA reimbursement rates change.*

### **HR10.08 Non-employee passengers in JPUD vehicles**

Non-JPUD passengers may accompany JPUD employees or Board members in a JPUD vehicle used for a conference, seminar, meeting, or similar activity, provided JPUD's insurance coverage is not adversely affected, there is no increased cost to JPUD, the passenger does not drive the JPUD vehicle at any time absent a health emergency or immediate risk of safety, and the use of the JPUD vehicle continues to be strictly business related.

### **HR10.09 Volunteers**

Volunteers conducting approved District business, including members of Advisory Boards, may be reimbursed for travel under this policy. Reimbursement of travel costs for volunteers must be approved by the General Manager or Board of Directors. Travel by JPUD Citizens Advisory Board members to and from Advisory Board meetings is not reimbursable.

### **HR10.10 Reimbursement Procedure**

For expenses not covered by per diem, a travel expense reimbursement form must be completed that includes a detailed explanation of the items purchased and itemization of the amounts where appropriate, along with a description that clearly evidences the business purpose of the expense. JPUD will not reimburse for:

- A. Travel or meals paid by any other organization.
- B. Alcoholic beverages.
- C. Valet services unless no other reasonable option existed.
- D. Expenses incurred by anyone other than the employee.
- E. Fees for sightseeing tours or other activities with no direct relationship to District business, and entertainment expenses.

## Policy HR-10: Travel, continued

- F. Mileage when traveling as a passenger.
- G. Any other expenditure for personal purposes.

### **HR10.11 Extending a trip for personal reasons**

A business trip may be extended for personal reasons, such as a vacation, provided JPUD does not incur any additional expense. If additional expense is incurred, JPUD will reimburse only up to the expense that would have been incurred had the trip not been extended. The same expense calculation will be made if the traveler chooses to take a spouse, domestic partner, or other family member on a trip.

### **HR10.12 Traveler's responsibility to abide by travel policy**

It is the traveler's responsibility to understand and abide by this policy at all times. Claiming a misunderstanding of this policy will not be grounds for reimbursement that would otherwise not be authorized. Travelers should clarify any reimbursement issues before they incur any expense for which they intend to seek reimbursement.

### **HR10.13 Modification of Policy**

If at any time the General Manager determines administration of any part of this policy is not in the best interest of JPUD, he/she may modify or suspend the part in question pending consideration and final action by the Board.

## **RESOLUTION NO. 2017-005**

A Resolution of the Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington, reorganizing and consolidating the District Personnel Manual for future revision

WHEREAS, the District has a personnel policy manual; and

WHEREAS, the District has amended the personnel policy manual on several occasions, and

WHEREAS, the District has also adopted stand-alone personnel policies, and

WHEREAS, the District has identified a need to reorganize and consolidate all personnel policies into one manual for ease of use, and anticipated revision of said manual to stay current with applicable legal requirements

NOW THEREFORE, BE IT RESOLVED, that the attached Personnel Policy Manual, which consolidates and reformats all locatable personnel policies, is hereby adopted for the Public Utility District No. 1 of Jefferson County, Washington.

BE IT FURTHER RESOLVED, that the attached Personnel Policy will be updated with board review in the coming months.

ADOPTED at a regular meeting of the Board of Commissioners of Public Utility District No. 1 of Jefferson County held this 7<sup>th</sup> day of February 2017.

Kenneth Collins  
President

Jeff Randall  
Vice President

Wayne King  
Secretary

**IN WITNESS WHEREOF** I have hereunto set my hand and affixed the seal of the Corporation this 7th day of February 2017.

**Commented [R1]:** Here have board members with their offices but set apart the Secretary signature to "attest."

---

Wayne King, Secretary

(Corporate Seal)

# **DRAFT**

Summary and key points on proposed 5G legislation Section xx addressing pole attachments

Prepared by George Caan, WPUDA, January 31, 2017

## **Summary:**

The bill as written is very one-sided and places new burdens and costs on the Public Utility Districts. It removes local control; it inhibits ability to recover reasonable costs; it does not include adequate safeguards for the safety of all workers and for reliability of the electrical system; it increases the administrative costs for the Districts; it does not contain corresponding remedies for actions and failure to act on the part of the requesting party; it imposes unrealistic timelines for large scale projects and requires binding arbitration at every turn.

This legislation is a significant departure from RCW 54.04.045 that was agreed to and discussed at length with the Communications Companies, WPUDA, and various PUDs in 2008. This proposal eliminates RCW 54.04.045 and inserts entirely new language. This proposal effects all communications attachments, not just 5G/small cell antennas.

Since the 5G spectrum will be auctioned off in 2020 we are interested in having the discussion with the companies as to how we can link 5G deployment issues with bringing needed investment in rural communities in the State of Washington.

## **Key Points**

- **Compromises safety and reliability**
  - The newest version of the National Electric Safety Code (NESC) requires electric utilities to provide training to recognize and mitigate exposure when working around antennas. Assessing 3<sup>rd</sup> party antenna signal strength and appropriate exposure mitigation for electrical workers will be virtually impossible.
  - 5G will create additional Personal Protective Equipment requirement and working restrictions for utility crews working on poles with 5G antennas. This will result in increased labor costs for electrical workers and longer response times for utilities during outages.
  - The application of 5G antennas on electric distribution poles is substantially more complicated than attaching communication wires and it is oversimplifying a complex issue to treat them the same. 5G antennas are more obtrusive, use much more pole space, and will create additional safety and reliability issues.
- **Pre-empts local decision making**
  - Removes the ability of each District to make decisions that are in the best interests of its rate payers
  - Purposefully ignores aesthetic standards

- Requires binding arbitration
- **Shifts telecommunication costs to local electric customers**
  - Proposes a rate that is one-quarter of the calculated current “just and reasonable” formula (54.04.045(3)(c))
  - No differentiation between a cable attachment simply traversing a pole and a 2’x3’ box occupying work space on the pole
  - Does not recognize the value of public rights of way and utility easements
  - Does not recognize that many utility easements do not include telecom easements
  - Opens all make-ready work costs to legal challenge and imposes significant costs through tracking and billing efforts
- **Requires unrealistic timelines**
  - Does not recognize PUD priorities, projects and limited resources
  - Unrealistic timelines are based on 300 poles or .5% of the utilities’ poles, whichever is less.
  - Does not require permit application for over lashing
  - Only provides 10 days for utility to review over lashing information for up to 100 poles
  - Appropriate timelines and construction details are better addressed on a case by case basis between PUDs and the companies who wish to attach.
- **Current agreements between PUDs and attachers are working**
  - In most jurisdictions agreements are currently in place and working well.
  - Allowing small cell antennas (or any antenna) in the communication space is not currently addressed in our Joint Use Agreements.
  - The agreements and construction standards address cable/wire attachments only.
  - Developing construction standards and rates for small cell antennas can be done without this legislation.
  - Allowing communications companies to install these antennas wherever they want, will certainly cause us some problems with our customers.

---

**BILL REQUEST - CODE REVISER'S OFFICE**

---

BILL REQ. #: S-1083.2/17 2nd draft

ATTY/TYPIST: ML:akl

BRIEF DESCRIPTION: Concerning telecommunications services.

1 AN ACT Relating to telecommunications services; amending RCW  
2 35.21.860, 35.99.020, 35.99.040, 35A.21.245, 80.36.630, 80.36.650,  
3 80.36.660, 80.36.670, 80.36.680, and 80.36.690; adding new sections  
4 to chapter 35.99 RCW; adding a new section to chapter 80.36 RCW;  
5 adding new sections to chapter 35.21 RCW; adding new sections to  
6 chapter 54.04 RCW; and repealing RCW 35.21.455, 54.04.045, 80.36.620,  
7 and 80.36.700.

8 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

9 **PART ONE**

10 **Sec. 101.** RCW 35.21.860 and 2014 c 118 s 2 are each amended to  
11 read as follows:

12 (1)(a) No city or town may impose a franchise fee or any other  
13 fee or charge of whatever nature or description upon the light and  
14 power, or gas distribution businesses, as defined in RCW 82.16.010,  
15 or telephone business, as defined in RCW 82.16.010, or service  
16 provider, as defined in RCW 35.94.010, for use of the right-of-way,  
17 except:

18 ~~((a))~~ (i) A tax authorized by RCW 35.21.865 may be imposed;

19 ~~((b))~~ (ii) A fee may be charged to such businesses or service  
20 providers that recovers actual administrative expenses incurred by a

1 city or town that are directly related to receiving and approving a  
2 permit, license, and franchise, to inspecting plans and construction,  
3 or to the preparation of a detailed statement pursuant to chapter  
4 43.21C RCW;

5 ~~((c))~~ (iii) Taxes permitted by state law on service providers;

6 ~~((d))~~ (iv) Franchise requirements and fees for cable television  
7 services as allowed by federal law; and

8 ~~((e))~~ (v) A site-specific charge pursuant to an agreement  
9 between the city or town and a service provider of personal wireless  
10 services acceptable to the parties for:

11 ~~((i))~~ (A) The placement of new structures in the right-of-way  
12 regardless of height, unless the new structure is the result of a  
13 mandated relocation in which case no charge will be imposed if the  
14 previous location was not charged. When the new structure is placed  
15 in the right-of-way for purposes of installing a small cell facility  
16 as defined in RCW 80.36.375(2), the site-specific charge imposed  
17 under this subsection is limited to the lesser of: (I) The projected  
18 cost to the city or town resulting from the installation; or (II)  
19 five hundred dollars annually. However, no additional fee may be  
20 imposed by any person or government on wi-fi antennas that are strung  
21 between existing privately or publicly owned utility poles regardless  
22 of location;

23 ~~((ii))~~ (B) The placement of replacement structures when the  
24 replacement is necessary for the installation or attachment of  
25 wireless facilities, the replacement structure is higher than the  
26 replaced structure, and the overall height of the replacement  
27 structure and the wireless facility is more than sixty feet; or

28 ~~((iii))~~ (C) The placement of personal wireless facilities on  
29 structures owned by the city or town located in the right-of-way.  
30 However, a site-specific charge shall not apply to the placement of  
31 personal wireless facilities on existing structures, unless the  
32 structure is owned by the city or town. When the personal wireless  
33 service facility is a small cell facility as defined in RCW  
34 80.36.375(2), the site-specific charge imposed under this subsection  
35 is subject to the provisions of sections 202 through 206 of this act.

36 (b) A city or town is not required to approve the use permit for  
37 the placement of a facility for personal wireless services that meets  
38 one of the criteria in this subsection absent such an agreement. If  
39 the parties are unable to agree on the amount of the charge, the  
40 service provider may submit the amount of the charge to binding

1 arbitration by serving notice on the city or town. Within thirty days  
2 of receipt of the initial notice, each party shall furnish a list of  
3 acceptable arbitrators. The parties shall select an arbitrator;  
4 failing to agree on an arbitrator, each party shall select one  
5 arbitrator and the two arbitrators shall select a third arbitrator  
6 for an arbitration panel. The arbitrator or arbitrators shall  
7 determine the charge based on comparable siting agreements involving  
8 public land and rights-of-way. The arbitrator or arbitrators shall  
9 not decide any other disputed issues, including but not limited to  
10 size, location, and zoning requirements. Costs of the arbitration,  
11 including compensation for the arbitrator's services, must be borne  
12 equally by the parties participating in the arbitration and each  
13 party shall bear its own costs and expenses, including legal fees and  
14 witness expenses, in connection with the arbitration proceeding.

15 (2) Subsection (1) of this section does not prohibit franchise  
16 fees imposed on an electrical energy, natural gas, or telephone  
17 business, by contract existing on April 20, 1982, with a city or  
18 town, for the duration of the contract, but the franchise fees shall  
19 be considered taxes for the purposes of the limitations established  
20 in RCW 35.21.865 and 35.21.870 to the extent the fees exceed the  
21 costs allowable under subsection (1) of this section.

22 (3) The definitions in section 201 of this act apply throughout  
23 this section.

24 NEW SECTION. **Sec. 102.** A new section is added to chapter 35.99  
25 RCW to read as follows:

26 A city or town shall authorize the installation of small cell  
27 facilities or networks, as defined in RCW 80.36.375(2), on city or  
28 town-owned structures located outside of the right-of-way to the same  
29 extent as the city or town permits access to structures for other  
30 commercial projects or uses and may authorize the installations if  
31 the city or town has not previously permitted such access. The  
32 installations are subject to reasonable rates, terms, and conditions  
33 as provided in one or more agreements between the personal wireless  
34 service provider and the city or town. A city or town may not charge  
35 more for a small cell facility than the lesser of: (1) The amount  
36 charged for similar commercial projects or uses to occupy or use the  
37 same amount of space on similarly situated property; (2) the  
38 projected cost to the city or town resulting from the installation;  
39 or (3) five hundred dollars annually.

1       **Sec. 103.** RCW 35.99.020 and 2000 c 83 s 2 are each amended to  
2 read as follows:

3       A city or town may grant, issue, or deny permits for the use of  
4 the right-of-way by a service provider for installing, maintaining,  
5 repairing, or removing facilities for telecommunications services or  
6 cable television services pursuant to ordinances, consistent with  
7 this chapter ((83, Laws of 2000)) provided that a city or town shall  
8 allow a service provider to place small cell facilities and small  
9 cell networks, as defined in RCW 80.36.375(2), in a city or town  
10 right-of-way, whether attached to city or town-owned facilities or  
11 attached to existing, new, or replacement poles owned by a service  
12 provider or another entity, subject only to the conditions of section  
13 104 of this act.

14       NEW SECTION.   **Sec. 104.** A new section is added to chapter 35.99  
15 RCW to read as follows:

16       (1) A city or town shall provide service providers with  
17 nondiscriminatory access for attachments of small cell facilities as  
18 defined in RCW 80.36.375(2) to or in any right-of-way facilities the  
19 city or town owns or controls, either directly or through a  
20 municipally owned utility. A city or town may only deny access to  
21 specific facilities on a nondiscriminatory basis where there is  
22 insufficient capacity or for reasons of safety, reliability, and  
23 generally applicable engineering principles. However, the city or  
24 town may not deny access to a pole based on insufficient capacity if  
25 the service provider is willing to compensate the city or town for  
26 the costs to replace the existing pole with a taller pole and  
27 otherwise undertake make-ready work to increase the capacity of the  
28 pole to accommodate an additional attachment. The small cell  
29 attachments allowed under this subsection are subject to the rate  
30 established in section 106(5) of this act and other reasonable terms  
31 and conditions as provided in a master permit approved under this  
32 section. Any master permit approving the attachment of small cell  
33 facilities and networks as defined in RCW 80.36.375(2) on city or  
34 town-owned facilities must be consistent with sections 202 through  
35 206 of this act. However, no right-of-way or other permit is required  
36 for wi-fi antennas that are suspended on messenger cables that are  
37 strung between existing privately or publicly owned poles regardless  
38 of location.

1 (2) A city or town shall provide service providers with  
2 nondiscriminatory access to the right-of-way to attach small cell  
3 facilities to existing facilities owned by any entity and to install  
4 new or replacement poles for purposes of attaching small cell  
5 facilities, subject to the rates established in RCW 35.21.860(1)(b)  
6 and other reasonable terms and conditions as provided in a master  
7 permit approved under this section. A city or town may only deny  
8 access to specific locations in the right-of-way on a  
9 nondiscriminatory basis for reasons of safety and generally  
10 applicable engineering principles. With the issuance of a use permit  
11 for each location, the city or town may limit the height of a new or  
12 replacement pole so that it does not exceed one hundred thirty  
13 percent of the average pole height in the vicinity, when the heights  
14 of poles within the same right-of-way and within one-half mile of the  
15 proposed pole location are averaged.

16 (3) A city or town must approve a master permit under this  
17 section within ninety days of a service provider's submittal of a  
18 complete application for such a permit. In addition to the applicable  
19 rate established in RCW 35.21.860, the master permit must provide for  
20 the future issuance of use permits anywhere within the city or town.  
21 No concealment, stealth, or aesthetic standards may be required  
22 through a master or use permit, except in locations in a designated  
23 historic district if similar utility improvements are subject to the  
24 same design standards.

25 (4) Once a master permit is approved under subsection (3) of this  
26 section, the city or town must issue a use permit for each small cell  
27 facility or network according to the same timeline and process as  
28 described in section 106 of this act.

29 (5) A city or town shall:

30 (a) In order to facilitate the scheduling and coordination of  
31 work in the right-of-way, provide as much advance notice as  
32 reasonable of plans to open the right-of-way to those service  
33 providers who are current users of the right-of-way or who have filed  
34 notice with the clerk of the city or town within the past twelve  
35 months of their intent to place facilities in the city or town. A  
36 city or town is not liable for damages for failure to provide this  
37 notice. Where the city or town has failed to provide notice of plans  
38 to open the right-of-way consistent with this subsection, a city or  
39 town may not deny a use permit to a service provider on the basis  
40 that the service provider failed to coordinate with another project.

1 (b) Have the authority to require that facilities are installed  
2 and maintained within the right-of-way in such a manner and at such  
3 points so as not to impede the public use of the right-of-way or to  
4 adversely affect the public health, safety, and welfare.

5 (6) A service provider shall:

6 (a) Obtain all permits required by the city or town for the  
7 installation, maintenance, repair, or removal of facilities in the  
8 right-of-way;

9 (b) Comply with applicable ordinances, construction codes,  
10 regulations, and standards subject to verification by the city or  
11 town of such compliance;

12 (c) Cooperate with the city or town in ensuring that facilities  
13 are installed, maintained, repaired, and removed within the right-of-  
14 way in such a manner and at such points so as not to impede the  
15 public use of the right-of-way or to adversely affect the public  
16 health, safety, and welfare;

17 (d) Provide information and plans as reasonably necessary to  
18 enable a city or town to comply with subsection (5) of this section  
19 including, when notified by the city or town, the provision of  
20 advance planning information pursuant to the procedures established  
21 by the city or town;

22 (e) Obtain the written approval of the facility or structure  
23 owner, if the service provider does not own it, prior to attaching to  
24 or otherwise using a facility or structure in the right-of-way;

25 (f) Construct, install, operate, and maintain its facilities at  
26 its expense; and

27 (g) Comply with applicable federal and state safety laws and  
28 standards.

29 (7) Nothing in this section may be construed as:

30 (a) Creating a new duty upon cities or towns to be responsible  
31 for construction of facilities for service providers or to modify the  
32 right-of-way to accommodate these facilities;

33 (b) Creating, expanding, or extending any liability of a city or  
34 town to any third-party user of facilities or third-party  
35 beneficiary; or

36 (c) Limiting the right of a city or town to require an  
37 indemnification agreement as a condition of a service provider's  
38 facilities occupying the right-of-way.

39 (8) Nothing in this section creates, modifies, expands, or  
40 diminishes a priority of use of the right-of-way by a service

1 provider or other utility, either in relation to other service  
2 providers or in relation to other users of the right-of-way for other  
3 purposes.

4 **Sec. 105.** RCW 35.99.040 and 2000 c 83 s 4 are each amended to  
5 read as follows:

6 (1) A city or town shall not adopt or enforce regulations or  
7 ordinances specifically relating to use of the right-of-way by a  
8 service provider that:

9 (a) Impose requirements that regulate the services or business  
10 operations of the service provider, except where otherwise authorized  
11 in state or federal law;

12 (b) Conflict with federal or state laws, rules, or regulations  
13 that specifically apply to the design, construction, and operation of  
14 facilities or with federal or state worker safety or public safety  
15 laws, rules, or regulations;

16 (c) Regulate the services provided based upon the content or kind  
17 of signals that are carried or are capable of being carried over the  
18 facilities, except where otherwise authorized in state or federal  
19 law; or

20 (d) Unreasonably deny the use of the right-of-way by a service  
21 provider for installing, maintaining, repairing, or removing  
22 facilities for telecommunications services or cable television  
23 services.

24 (2) Nothing in this chapter, including but not limited to the  
25 provisions of subsection (1)(d) of this section, limits the authority  
26 of a city or town to regulate the placement of facilities through its  
27 local zoning or police power, if the regulations do not otherwise:

28 (a) Prohibit the placement of all wireless or of all wireline  
29 facilities within the city or town;

30 (b) Prohibit the placement of all wireless or of all wireline  
31 facilities within city or town rights-of-way, unless the city or town  
32 is less than five square miles in size and has no commercial areas,  
33 in which case the city or town may make available land other than  
34 city or town rights-of-way for the placement of wireless facilities;  
35 (~~or~~)

36 (c) Violate section 253 of the telecommunications act of 1996,  
37 P.L. 104-104 (110 Stat. 56); or

38 (d) Violate section 106 of this act regarding the installation of  
39 small cell facilities and small cell networks.

1 (3) This section does not amend, limit, repeal, or otherwise  
2 modify the authority of cities or towns to regulate cable television  
3 services pursuant to federal law, except that a cable television  
4 franchise may not prohibit a cable television company from providing  
5 wireless services.

6 NEW SECTION. Sec. 106. A new section is added to chapter 80.36  
7 RCW to read as follows:

8 (1) Small cell facilities and small cell networks, as defined in  
9 RCW 80.36.375(2), are exempt from land use review.

10 (2)(a) Installation of small cell facilities and small cell  
11 networks exempt from land use review under subsection (1) of this  
12 section is subject only to issuance of:

13 (i) A building permit, if required to confirm compliance with  
14 chapter 19.27 RCW;

15 (ii) An encroachment permit, if required for construction in the  
16 right-of-way;

17 (iii) A use agreement, if located in a county right-of-way; or

18 (iv) A use permit issued under section 104 of this act if located  
19 in a city or town right-of-way.

20 (b) The city or county shall issue such permits, to the extent  
21 that they are applicable, together with associated approvals for  
22 installing fiber optic cables connecting the small cell facilities  
23 and any required make-ready work, no later than ninety days after the  
24 submission of a complete application for a small cell facility or  
25 network. The time period for issuance may be tolled within the first  
26 thirty days after the submission of an application if the city or  
27 county notifies the applicant that the application is incomplete,  
28 identifies all missing information, and specifies the code provision,  
29 ordinance, application instruction, or otherwise publicly stated  
30 procedure that requires the missing information to be submitted. The  
31 time period may also be extended by mutual agreement between the city  
32 or county and the applicant. Unless the time period is tolled or  
33 extended, if the city or county does not issue the associated permit  
34 or permits within ninety days after the submission of an application,  
35 the associated permit or permits are deemed issued.

36 (3) Applicants for small cell facilities exempt from land use  
37 review under subsection (1) of this section may not be required to  
38 submit information not required of other applicants.

1 (4)(a) A city or county: (i) May deny an application under this  
2 section only if the application does not meet applicable building or  
3 electrical codes or standards, provided these codes and standards are  
4 of general applicability; (ii) must document the specific code  
5 provisions or standards on which the denial is based; and (iii) must  
6 send the documentation to the applicant on or before the day the city  
7 or county denies an application.

8 (b) The applicant may cure the deficiencies identified by the  
9 city or county and resubmit the application within thirty days of the  
10 denial without paying an additional processing fee. The city or  
11 county shall approve or deny the revised application within thirty  
12 days after resubmittal.

13 (5) Applicants for small cell facility or network permits may not  
14 be required to pay a higher processing fee for the applications  
15 described in subsection (2) of this section than telecommunications  
16 services providers that are not personal wireless service providers.  
17 Notwithstanding RCW 35.21.860(1)(b), the total processing fees for  
18 any individual permit or approval, including any fees charged by  
19 third parties, may not exceed five hundred dollars.

20 (6) Notwithstanding anything to the contrary in this section,  
21 section 102 of this act, and RCW 35.21.860(1)(b), no application,  
22 permit, or fee is required for the following work involving small  
23 cell facilities: (a) Routine maintenance; (b) the replacement of  
24 small cell facilities with small cell facilities that are  
25 substantially similar in size, weight, and height, or smaller, and  
26 that have the same or less wind loading and structural loading; and  
27 (c) the installation, placement, maintenance operation, or  
28 replacement of small cell facilities that are suspended on cable or  
29 lines that are strung between existing utility poles in compliance  
30 with national safety codes.

31 **Sec. 107.** RCW 35A.21.245 and 2000 c 83 s 10 are each amended to  
32 read as follows:

33 Each code city is subject to the requirements and restrictions  
34 regarding facilities and rights-of-way under ((this)) RCW 35.21.860  
35 and chapter 35.99 RCW.

36 **PART TWO**

1        NEW SECTION.    **Sec. 201.**    A new section is added to chapter 35.21  
2    RCW to read as follows:

3        The definitions in this section apply throughout sections 202  
4    through 206 of this act and RCW 35.21.860 unless the context clearly  
5    requires otherwise.

6        (1) "Attachment" means any wire, cable, or antenna for the  
7    transmission of intelligence by telecommunications or television,  
8    including cable television, light waves, or other phenomena, or for  
9    the transmission of electricity for light, heat, or power, and any  
10   related device, apparatus, or auxiliary equipment, installed upon any  
11   pole or in any telecommunications, electrical, cable television, or  
12   communications right-of-way, duct, conduit, manhole or handhole, or  
13   other similar facilities owned or controlled, in whole or in part, by  
14   the owners, where the installation has been made with the consent of  
15   the owners consistent with the provisions of this chapter.

16       (2) "Attachment agreement" means an agreement negotiated in good  
17   faith between an owner and a utility or licensee establishing the  
18   rates, terms, and conditions for attachments to the owner's  
19   facilities.

20       (3) "Carrying charge" means the costs the owner incurs to own and  
21   maintain poles, ducts, or conduits without regard to attachments.  
22   Those costs are comprised of the owner's administrative, maintenance,  
23   and depreciation expenses and applicable taxes. When used to  
24   calculate an attachment rate, the carrying charge may be expressed as  
25   a percentage of the net pole, duct, or conduit investment.

26       (4) "Communications space" means the usable space on a pole below  
27   the communications workers safety zone and above the vertical space  
28   for meeting ground clearance requirements under the national  
29   electrical safety code.

30       (5) "Conduit" means a structure containing one or more ducts,  
31   usually placed in the ground, in which cables or wires may be  
32   installed.

33       (6) "Duct" means a single enclosed raceway for conductors, cable,  
34   or wire.

35       (7) "Facility" means a pole, duct, conduit, manhole or handhole,  
36   right-of-way, or similar structure on or in which attachments can be  
37   made. "Facilities" includes more than one facility.

38       (8) "Inner duct" means a duct-like raceway smaller than a duct  
39   that is inserted into a duct so that the duct may carry multiple  
40   wires or cables.

1 (9) "Licensee" includes any person, firm, corporation,  
2 partnership, company, association, joint stock association, or  
3 cooperatively organized association, other than a utility, that is  
4 authorized to construct attachments upon, along, under, or across the  
5 public ways.

6 (10) "Locally regulated utility" means a city owning and  
7 operating an electric utility not subject to rate or service  
8 regulation by the utilities and transportation commission.

9 (11) "Make-ready work" means engineering or construction  
10 activities necessary to make a pole, duct, conduit, right-of-way, or  
11 other support equipment available for a new attachment, attachment  
12 modifications, or additional attachments. Such work may include  
13 rearrangement of existing attachments, installation of additional  
14 support for the utility pole, or creation of additional capacity, up  
15 to and including replacement of an existing pole with a taller pole.

16 (12)(a) "Net cost of a bare pole" means: (i) The original  
17 investment in poles, including purchase price of poles and fixtures  
18 and excluding cross-arms and appurtenances, less depreciation reserve  
19 and deferred federal income taxes if applicable associated with the  
20 pole investment, divided by (ii) the number of poles represented in  
21 the investment amount.

22 (b) When an owner owns poles jointly with another utility, the  
23 number of poles for purposes of calculating the net cost of a bare  
24 pole is the number of solely owned poles plus the product of the  
25 number of the jointly owned poles multiplied by the owner's ownership  
26 percentage in those poles. In the unusual situation in which net pole  
27 investment is zero or negative, the owner may use gross figures with  
28 appropriate net adjustments.

29 (13) "Occupant" means any licensee with an attachment to an  
30 owner's facility that the owner has granted the licensee the right to  
31 maintain.

32 (14) "Occupied space" means that portion of the facility used for  
33 attachment that is rendered unusable for any other attachment, which  
34 is presumed to be one foot on a pole and one-half of a duct in a duct  
35 or conduit.

36 (15) "Overlashing" means the tying of additional communications  
37 wires or cables to existing communications wires or cables attached  
38 to poles.

1 (16) "Owner" means the locally regulated utility that owns or  
2 controls the facilities to or in which an occupant maintains, or a  
3 requester seeks to make, attachments.

4 (17) "Pole" means an aboveground structure on which an owner  
5 maintains attachments, which is presumed to be thirty-seven and one-  
6 half feet in height. When the owner is a locally regulated utility,  
7 "pole" is limited to structures used to attach electric distribution  
8 lines.

9 (18) "Requester" means a licensee or utility that applies to an  
10 owner to make attachments to or in the owner's facilities and that  
11 has an agreement with the owner establishing the rates, terms, and  
12 conditions for attachments to the owner's facilities.

13 (19) "Right-of-way" is an owner's legal right to construct,  
14 install, or maintain facilities or related equipment in or on grounds  
15 or property belonging to another person. For the purposes of sections  
16 202 through 206 of this act, "right-of-way" includes only the legal  
17 rights that permit the owner to allow third parties access to those  
18 rights.

19 (20) "Unusable space," with respect to poles, means the space on  
20 the pole below the usable space, including the amount required to set  
21 the depth of the pole. In the absence of measurements to the  
22 contrary, a pole is presumed to have twenty-four feet of unusable  
23 space.

24 (21) "Usable space," with respect to poles, means the vertical  
25 space on a pole above the minimum grade level that can be used for  
26 the attachment of wires, cables, and associated equipment, and that  
27 includes space occupied by the owner. In the absence of measurements  
28 to the contrary, a pole is presumed to have thirteen and one-half  
29 feet of usable space. With respect to conduit, "usable space" means  
30 capacity within a conduit that is available or that could, with  
31 reasonable effort and expense, be made available, for the purpose of  
32 installing wires, cable, and associated equipment for  
33 telecommunications or cable services, and that includes capacity  
34 occupied by the owner.

35 NEW SECTION. **Sec. 202.** A new section is added to chapter 35.21  
36 RCW to read as follows:

37 (1) An owner shall provide requesters with nondiscriminatory  
38 access for attachments to or in any facility the owner owns or  
39 controls. An owner may deny access to specific facilities on a

1 nondiscriminatory basis where there is insufficient capacity or for  
2 reasons of safety, reliability, and generally applicable engineering  
3 principles. However, the owner may not deny access to a pole based on  
4 insufficient capacity if the requester is willing to compensate the  
5 owner for the costs to replace the existing pole with a taller pole  
6 and otherwise undertake make-ready work to increase the capacity of  
7 the pole to accommodate an additional attachment including, but not  
8 limited to, using space and cost-saving attachment techniques such  
9 as: Boxing; installation of attachments on both sides of the pole at  
10 approximately the same height; or bracketing or installation of  
11 extension arms, to the extent that the owner uses, or allows  
12 occupants to use, such attachment techniques in the communications  
13 space of the owner's poles.

14 (2) All rates, terms, and conditions made, demanded, or received  
15 by any owner for any attachment by a licensee must be fair and  
16 reasonable and must be included in an attachment agreement with the  
17 licensee. Parties may mutually agree on terms for attachment to or in  
18 facilities that differ from those in this chapter.

19 (3) Except for overlashing requests described in subsection (11)  
20 of this section, a requester must submit a written application to an  
21 owner to request access to its facilities. The owner may recover from  
22 the requester the reasonable costs the owner actually and reasonably  
23 incurs to process the application, including the costs of inspecting  
24 the facilities identified in the application and preparing a  
25 preliminary estimate for any necessary make-ready work, to the extent  
26 these costs are not, and would not ordinarily be, included in the  
27 accounts used to calculate the attachment rates set forth in this  
28 chapter. The owner may survey the facilities identified in the  
29 application and may recover from the requester the costs the owner  
30 actually and reasonably incurs to conduct that survey. The owner must  
31 provide the requester with an estimate of those costs prior to  
32 conducting a survey. The owner must complete such a survey and  
33 respond in writing to requests for access to the facilities  
34 identified in the application within forty-five days from the date  
35 the owner receives a complete application, except as otherwise  
36 provided in this section. A complete application is an application  
37 that provides the information necessary to enable the owner to  
38 identify and evaluate the facilities to or in which the requester  
39 seeks to attach.

1 (4) If the owner denies the request in an application for access,  
2 in whole or in part, the owner's written response to the application  
3 must include an explanation of the reasons for the denial for each  
4 facility to which the owner is denying access. Such a response must  
5 include all relevant information supporting the denial.

6 (5) To the extent that it grants the access requested in an  
7 application, the owner's written response must inform the requester  
8 of the results of the review of the application. Within fourteen days  
9 of providing its written response, the owner must provide an estimate  
10 of charges to perform all necessary make-ready work, including the  
11 costs of completing the estimate. Make-ready work costs are  
12 nonrecurring costs that are not included in carrying charges and must  
13 be costs that the owner actually and reasonably incurs to provide the  
14 requester with access to the facility.

15 (a) The requester must accept or reject an estimate of charges to  
16 perform make-ready work within thirty days of receipt of the  
17 estimate. The owner may require the requester to pay all estimated  
18 charges to perform make-ready work as part of acceptance of the  
19 estimate or before the owner undertakes the make-ready work subject  
20 to true-up to the reasonable costs the owner actually incurs to  
21 undertake the work.

22 (b) An owner may withdraw an outstanding estimate of charges to  
23 perform make-ready work any time after thirty days from the date the  
24 owner provides the estimate to the requester if the requester has not  
25 accepted or rejected that estimate. An owner also may establish a  
26 date no earlier than thirty days from the date the owner provides the  
27 estimate to the requester after which the estimate expires without  
28 further action by the owner.

29 (6) For requests to attach to poles, the owner must determine the  
30 time period for completing the make-ready work and provide that  
31 information in a written notice to the requester and all known  
32 occupants with existing attachments on the poles that may be affected  
33 by the make-ready work. The owner and the requester must coordinate  
34 the make-ready work with any such occupants, as necessary.

35 (a) For attachments in the communications space, the notice must:

- 36 (i) Specify where and what make-ready work will be performed;  
37 (ii) Set a date for completion of make-ready work that is no  
38 later than sixty days after the notice is sent. For good cause shown,  
39 the owner may extend completion of the make-ready work by an  
40 additional fifteen days;

1 (iii) State that any occupant with an existing attachment may  
2 modify that attachment consistent with the specified make-ready work  
3 before the date set for completion of that work. Any occupant with an  
4 existing attachment that does not comply with applicable safety  
5 requirements must modify that attachment to bring it into compliance  
6 before the date set for completion of the make-ready work. The  
7 occupant is responsible for all costs incurred to bring its  
8 attachment into compliance;

9 (iv) State that the owner may assert its right to fifteen  
10 additional days to complete the make-ready work;

11 (v) State that if make-ready work is not completed by the  
12 completion date set by the owner, or fifteen days later if the owner  
13 has asserted its right to fifteen additional days, the owner and the  
14 requester may negotiate an extension of the completion date or the  
15 requester, after giving reasonable notice to the owner, may hire a  
16 contractor from the list of contractors the owner has authorized to  
17 work on its poles to complete the specified make-ready work within  
18 the communications space. If the owner does not maintain a list of  
19 authorized contractors, the requester may choose a contractor without  
20 the owner's authorization;

21 (vi) State the name, telephone number, and email address of a  
22 person to contact for more information about the make-ready work.

23 (b) For wireless antennas or other attachments on poles in the  
24 space above the communications space, the notice must:

25 (i) Specify where and what make-ready work will be performed;

26 (ii) Set a date for completion of make-ready work that is no  
27 later than ninety days after notice is sent. For good cause shown,  
28 the owner may extend completion of the make-ready work by an  
29 additional fifteen days;

30 (iii) State that any occupant with an existing attachment may  
31 modify the attachment consistent with the specified make-ready work  
32 before the date set for completion of that work. Any occupant with an  
33 existing attachment that does not comply with applicable safety  
34 requirements must modify that attachment to bring it into compliance  
35 before the date set for completion of the make-ready work. The  
36 occupant is responsible for all costs incurred to bring its  
37 attachment into compliance;

38 (iv) State that the owner may assert its right to fifteen  
39 additional days to complete the make-ready work.

1 (v) State the name, telephone number, and email address of a  
2 person to contact for more information about the make-ready work.

3 (7) For the purpose of compliance with the time periods in this  
4 section:

5 (a) The time periods apply to all requests for access to up to  
6 three hundred poles or one-half of one percent of the owner's poles  
7 in Washington, whichever is less.

8 (b) An owner shall negotiate in good faith the time periods for  
9 all requests for access to more than three hundred poles or one-half  
10 of one percent of the owner's poles in Washington, whichever is less.

11 (c) An owner may treat multiple requests from a single requester  
12 as one request when the requests are filed within the same thirty-day  
13 period. The applicable time period for completing the optional survey  
14 or required make-ready work begins on the date of the last request  
15 the owner receives from the requester within the thirty-day period.

16 (8)(a) An owner may extend the time periods specified in this  
17 section under the following circumstances:

18 (i) For replacing existing poles to the extent that circumstances  
19 beyond the owner's control including, but not necessarily limited to,  
20 local government permitting, landowner approval, or adverse weather  
21 conditions, require additional time to complete the work; or

22 (ii) During performance of make-ready work if the owner discovers  
23 unanticipated circumstances that reasonably require additional time  
24 to complete the work.

25 (b) Upon discovery of the circumstances in (a)(i) or (ii) of this  
26 subsection, the owner must promptly notify, in writing, the requester  
27 and other affected occupants with existing attachments. The notice  
28 must include the reason for the extension and date by which the owner  
29 will complete the work. The owner may not extend completion of make-  
30 ready work for a period any longer than reasonably necessary and  
31 shall undertake the work on a nondiscriminatory basis with the other  
32 work the owner undertakes on its facilities.

33 (9) If the owner determines that a survey is necessary for  
34 responding to a request for attachment to poles and fails to complete  
35 a survey of the facilities specified in the application within the  
36 time periods established in this section, a requester seeking  
37 attachment in the communications space may negotiate an extension of  
38 the completion date with the owner or may hire a contractor from the  
39 list of contractors the owner has authorized to work on its poles to  
40 complete the survey. If the owner does not maintain a list of

1 authorized contractors, the requester may choose a contractor without  
2 the owner's authorization.

3 (10)(a) If the owner does not complete any required make-ready  
4 work within the time periods established in this section, a requester  
5 seeking attachment in the communications space may negotiate an  
6 extension of the completion date with the owner or may hire a  
7 contractor from the list of contractors the owner has authorized to  
8 work on its poles to complete the make-ready work within the  
9 communications space:

10 (i) Immediately, if the owner declines to exercise its right to  
11 perform any necessary make-ready work by notifying the requester that  
12 the owner will not undertake that work; or

13 (ii) After the end of the applicable time period authorized in  
14 this section, if the owner has asserted its right to perform make-  
15 ready work and has failed to timely complete that work.

16 (b) If the owner does not maintain a list of authorized  
17 contractors, the requester may choose a contractor without the  
18 owner's authorization.

19 (11) An occupant need not submit an application to the owner if  
20 the occupant intends only to overlash additional communications wires  
21 or cables onto communications wires or cables it previously attached  
22 to poles with the owner's consent under the following circumstances:

23 (a) The occupant must provide the owner with written notice  
24 fifteen business days prior to undertaking the overlashing. The  
25 notice must identify no more than one hundred affected poles and  
26 describe the additional communications wires or cables to be  
27 overlashed so that the owner can determine any impact of the  
28 overlashing on the poles or other occupants' attachments. The notice  
29 period does not begin until the owner receives a complete written  
30 notice that includes the following information:

31 (i) The size, weight per foot, and number of wires or cables to  
32 be overlashed; and

33 (ii) Maps of the proposed overlash route, including pole numbers  
34 if available.

35 (b) A single occupant may not submit more than five notices or  
36 identify more than a total of one hundred poles for overlashing in  
37 any ten business day period. The applicable time period for  
38 responding to multiple notices begins on the date of the last notice  
39 the owner receives from the occupant within the ten business day  
40 period.

1 (c) The occupant may proceed with the overlashing described in  
2 the notice unless the owner provides a written response, within ten  
3 business days of receiving the occupant's notice, prohibiting the  
4 overlashing as proposed. The owner may recover from the requester the  
5 costs the owner actually and reasonably incurs to inspect the  
6 facilities identified in the notice and to prepare any written  
7 response. The occupant must correct any safety violations caused by  
8 its existing attachments before overlashing additional wires or  
9 cables on those attachments.

10 (d) The owner may refuse to permit the overlashing described in  
11 the notice only if, in the owner's reasonable judgment, the  
12 overlashing would have a significant adverse impact on the poles or  
13 other occupants' attachments. The refusal must describe the nature  
14 and extent of that impact, include all relevant information  
15 supporting the owner's determination, and identify the make-ready  
16 work that the owner has determined would be required prior to  
17 allowing the proposed overlashing. The parties must negotiate in good  
18 faith to resolve the issues raised in the owner's refusal.

19 (e) A licensee's wires or cables may not be overlashed on another  
20 occupant's attachments without the owner's consent and unless the  
21 licensee has an attachment agreement with the owner that includes  
22 rates, terms, and conditions for overlashing on the attachments of  
23 other occupants.

24 NEW SECTION. **Sec. 203.** A new section is added to chapter 35.21  
25 RCW to read as follows:

26 (1) An owner should make available and keep up-to-date a  
27 reasonably sufficient list of contractors it authorizes to perform  
28 surveys and make-ready work in the communications space on its poles  
29 in cases where the owner has failed to meet deadlines specified in  
30 sections 202 through 206 of this act.

31 (2) If a requester hires a contractor for purposes of performing  
32 surveys and make-ready work pursuant to this chapter, the requester  
33 must choose a contractor included on the owner's list of authorized  
34 contractors. If the owner does not maintain such a list, the  
35 requester may choose a contractor without the owner's approval of  
36 that choice.

37 (3) A requester that hires a contractor for a survey or  
38 make-ready work must provide the owner with prior written notice  
39 identifying and providing the contact information for the contractor

1 and must provide a reasonable opportunity for an owner representative  
2 to accompany and consult with the contractor and the requester.

3 (4) Subject to the review under section 206 of this act, the  
4 consulting representative of an owner may make final determinations,  
5 on a nondiscriminatory basis, on the attachment capacity of any pole  
6 and on issues of safety, reliability, and generally applicable  
7 engineering principles.

8 NEW SECTION. **Sec. 204.** A new section is added to chapter 35.21  
9 RCW to read as follows:

10 (1) The costs of modifying a facility to create capacity for  
11 additional attachment, including but not limited to replacement of a  
12 pole, must be borne by the requester and all existing occupants and  
13 owners that directly benefit from the modification. Each occupant or  
14 owner shall share the cost of the modification in proportion to the  
15 amount of new or additional usable space the occupant or owner  
16 occupies on or in the facility. An occupant or owner with an existing  
17 attachment to the modified facility is deemed to directly benefit  
18 from a modification if, within sixty days after receiving  
19 notification of such a modification, that occupant or owner adds to  
20 its existing attachment or otherwise modifies its attachment. An  
21 occupant or owner with an existing attachment may not be deemed to  
22 directly benefit from replacement of a pole if the occupant or owner  
23 only transfers its attachment to the new pole.

24 (2) The costs of modifying a facility to bring an existing  
25 attachment into compliance with applicable safety requirements must  
26 be borne by the occupant or owner that created the safety violation  
27 that necessitated the modification. These costs include, but are not  
28 necessarily limited to, the costs incurred by the owner or other  
29 occupants to modify the facility or conforming attachments. An  
30 occupant or owner with an existing conforming attachment to a  
31 facility is not required to bear any of the costs to rearrange or  
32 replace the occupant's or owner's attachment if such a rearrangement  
33 or replacement is necessitated solely to accommodate modifications to  
34 the facility to bring another occupant's or owner's attachment into  
35 conformance with applicable safety requirements to remedy a safety  
36 violation caused by another occupant or owner. The owner and each  
37 occupant must bear their own costs to modify their existing  
38 attachments if required to comply with applicable safety requirements

1 if an owner or occupant did not create a safety violation that  
2 necessitated the modification.

3 (3) An owner shall provide an occupant with written notice prior  
4 to removal of, termination of service to, or modification of (other  
5 than routine maintenance or modification in response to emergencies)  
6 any facilities on or in which the occupant has attachments affected  
7 by such action. The owner must provide the notice as soon as  
8 practicable but no less than sixty days prior to taking the action  
9 described in the notice. However, the owner may provide notice less  
10 than sixty days in advance if a governmental entity or landowner  
11 other than the owner requires the action described in the notice and  
12 did not notify the owner of that requirement more than sixty days in  
13 advance.

14 (4) An owner may require the occupant to remove the occupant's  
15 abandoned attachments. The owner must identify the attachments and  
16 provide sufficient evidence to demonstrate that the occupant has  
17 abandoned those attachments. The occupant must respond to the owner  
18 within twenty days after the notice has been delivered to the  
19 occupant. If the occupant does not answer or otherwise respond to the  
20 owner, the owner may remove the attachments without further notice.

21 NEW SECTION. **Sec. 205.** A new section is added to chapter 35.21  
22 RCW to read as follows:

23 (1) A fair and reasonable rate for attachments to or in  
24 facilities must assure the owner the recovery of not less than all  
25 the additional costs of procuring and maintaining the attachments,  
26 nor more than the actual capital and operating expenses, including  
27 just compensation, of the owner attributable to that portion of the  
28 facility used for the attachments, including a share of the required  
29 support and clearance space, in proportion to the space used for the  
30 attachment, as compared to all other uses made of the facility, and  
31 uses that remain available to the owner.

32 (2) The following formula for determining a fair, just,  
33 reasonable, and sufficient rate shall apply to attachments to poles:

34 
$$\text{Maximum Rate} = \text{Space Factor} \times \text{Net Cost of a Bare Pole} \times \text{Carrying Charge Rate}$$
  
35  
36

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12

$$\text{Where Space Factor} = \frac{\text{Occupied Space}}{\text{Total Usable Space}}$$

3 (3) The following formula for determining a fair, just,  
4 reasonable, and sufficient rate shall apply to attachments to ducts  
5 or conduits:

6  
7  
8  
9  
10  
11  
12

$$\begin{aligned} \text{Maximum} & & & & & & & & \text{Carrying} \\ \text{Rate per} & = & \left[ \frac{1}{\text{Number of}} \times \frac{1 \text{ Duct}}{\text{Number of}} \right] & \times & \left[ \frac{\text{Number}}{\text{of Ducts}} \times \frac{\text{Net Conduit Investment}}{\text{System Duct Length (ft./m.)}} \right] & \times & \text{Charge} \\ \text{Linear ft./m.} & & \text{Ducts} & & \text{Inner Ducts} & & \text{Rate} \end{aligned}$$

(Percentage of Conduit Capacity) (Net Linear Cost of a Conduit)

13 simplified as:

14  
15  
16  
17  
18  
19

$$\begin{aligned} \text{Maximum} & & & & & & & \text{Carrying} \\ \text{Rate per} & = & \left[ \frac{1 \text{ Duct}}{\text{No. of Inner Ducts}} \right] & \times & \left[ \frac{\text{Net Conduit Investment}}{\text{System Duct Length (ft./m.)}} \right] & \times & \text{Charge} \\ \text{Linear ft./m.} & & & & & & \text{Rate} \end{aligned}$$

20 If no inner duct or only a single inner duct is installed, the  
21 fraction "1 Duct divided by the Number of Inner Ducts" is presumed to  
22 be 1/2.

23 NEW SECTION. Sec. 206. A new section is added to chapter 35.21  
24 RCW to read as follows:

25 (1) A licensee may submit disputes to binding arbitration by  
26 serving notice on the owner if:

- 27 (a) An owner has denied access to its facilities;  
28 (b) An owner fails to negotiate in good faith the rates, terms,  
29 and conditions of an attachment agreement; or  
30 (c) The licensee disputes the rates, terms, or conditions in an  
31 attachment agreement, the owner's performance under the agreement, or  
32 the owner's obligations under the agreement or other applicable law.

33 (2) An owner may submit disputes to binding arbitration by  
34 serving notice on the licensee if:

- 35 (a) Another licensee is unlawfully making or maintaining  
36 attachments to or in the owner's facilities;

1 (b) Another licensee fails to negotiate in good faith the rates,  
2 terms, and conditions of an attachment agreement; or

3 (c) The owner disputes the rates, terms, or conditions in an  
4 attachment agreement, the occupant's performance under the agreement,  
5 or the occupant's obligations under the agreement or other applicable  
6 law.

7 (3) Costs of the arbitration, including compensation for the  
8 arbitrator's services, must be borne equally by the parties  
9 participating in the arbitration and each party shall bear its own  
10 costs and expenses, including legal fees and witness expenses, in  
11 connection with the arbitration proceeding.

12 (4) Within thirty days of receipt of the initial notice, each  
13 party shall furnish a list of acceptable arbitrators. The parties  
14 shall select an arbitrator; failing to agree on an arbitrator, each  
15 party shall select one arbitrator and the two arbitrators shall  
16 select a third arbitrator for an arbitration panel.

17 (5) The execution of an attachment agreement does not preclude  
18 any challenge to the lawfulness or reasonableness of the rates,  
19 terms, or conditions in that agreement, provided that one of the  
20 following circumstances exists:

21 (a) The parties made good faith efforts to negotiate the disputed  
22 rates, terms, or conditions prior to executing the agreement but were  
23 unable to resolve the dispute despite those efforts, and such a  
24 challenge is brought within six months from the agreement execution  
25 date; or

26 (b) The party challenging the rate, term, or condition was  
27 reasonably unaware of the other party's interpretation of that rate,  
28 term, or condition when the agreement was executed.

29 (6) A submission to binding arbitration authorized under this  
30 section must contain the following:

31 (a) A statement, including specific facts, demonstrating that the  
32 complainant engaged or reasonably attempted to engage in good faith,  
33 executive-level negotiations to resolve the disputed issues raised in  
34 the submission and that the parties failed to resolve those issues  
35 despite those efforts; such negotiations must include the exchange of  
36 reasonably relevant information necessary to resolve the dispute  
37 including, but not limited to, the information required to calculate  
38 rates in compliance with sections 202 through 206 of this act;

1 (b) Identification of all actions, rates, terms, and conditions  
2 alleged to be unjust, unfair, unreasonable, insufficient, or  
3 otherwise contrary to applicable law;

4 (c) Sufficient data or other factual information and legal  
5 argument to support the allegations to the extent that the  
6 complainant possesses such factual information; and

7 (d) A copy of the attachment agreement, if any, between the  
8 parties.

9 (7) The arbiter will issue a notice of prehearing conference  
10 within five business days after the arbitration panel is seated. The  
11 party complained against must answer the complaint within ten  
12 business days from the date the arbiter serves the complaint. The  
13 answer must respond to each allegation in the complaint with  
14 sufficient data or other factual information and legal argument to  
15 support that response to the extent the respondent possesses such  
16 factual information.

17 (8)(a) A licensee has the burden to prove its right to attach to  
18 or in the owner's facilities and that any attachment requirement,  
19 term, or condition an owner imposes or seeks to impose that the  
20 licensee challenges violates any provision of sections 202 through  
21 205 of this act or other applicable law.

22 (b) An owner bears the burden to prove that the attachment rates  
23 it charges or proposes to charge are in compliance with sections 202  
24 through 205 of this act or that the owner's denial of access to its  
25 facilities is lawful under section 202 of this act.

26 (9) If the arbiter determines that a rate, term, or condition  
27 complained of is not in compliance with sections 202 through 205 of  
28 this act, the arbiter shall prescribe a rate, term, or condition that  
29 is in compliance with sections 202 through 205 of this act. The  
30 arbiter shall require the inclusion of that rate, term, or condition  
31 in an attachment agreement, and to the extent authorized by  
32 applicable law, shall order a refund or payment of the difference  
33 between any rate required by section 205 of this act and the rate  
34 that was previously charged during the time the owner was charging  
35 the rate after the effective date of this section.

36 (10) If the arbiter determines that an owner has unlawfully or  
37 unreasonably denied or delayed access to a facility, the arbiter  
38 shall order the owner to provide access to that facility within a  
39 reasonable time frame and on rates, terms, and conditions that are in  
40 compliance with sections 202 through 205 of this act.

1 (11) Nothing in this section precludes an owner or occupant from  
2 bringing any other complaint not related to the rates, terms, and  
3 conditions of attachment and that is otherwise authorized under  
4 applicable law.

5 (12) If the arbiter finds that the rates, terms, or conditions  
6 demanded, exacted, charged, or collected by any owner in connection  
7 with attachments to its facilities do not comply with sections 202  
8 through 205 of this act as applicable, the arbiter shall establish  
9 rates, terms, and conditions consistent with the requirements of  
10 sections 202 through 205 of this act, thereafter to be observed and  
11 in force and fix the same by final order entered within sixty days  
12 after the submission of the issues for arbitration. The arbiter may  
13 extend this deadline for good cause.

14 NEW SECTION. **Sec. 207.** A new section is added to chapter 54.04  
15 RCW to read as follows:

16 The definitions in this section apply throughout sections 208  
17 through 212 of this act unless the context clearly requires  
18 otherwise.

19 (1) "Attachment" means any wire, cable, or antenna for the  
20 transmission of intelligence by telecommunications or television,  
21 including cable television, light waves, or other phenomena, or for  
22 the transmission of electricity for light, heat, or power, and any  
23 related device, apparatus, or auxiliary equipment, installed upon any  
24 pole or in any telecommunications, electrical, cable television, or  
25 communications right-of-way, duct, conduit, manhole or handhole, or  
26 other similar facilities owned or controlled, in whole or in part, by  
27 the owners, where the installation has been made with the consent of  
28 the owners consistent with the provisions of this chapter.

29 (2) "Attachment agreement" means an agreement negotiated in good  
30 faith between an owner and a utility or licensee establishing the  
31 rates, terms, and conditions for attachments to the owner's  
32 facilities.

33 (3) "Carrying charge" means the costs the owner incurs to own and  
34 maintain poles, ducts, or conduits without regard to attachments.  
35 Those costs are comprised of the owner's administrative, maintenance,  
36 and depreciation expenses, and applicable taxes. When used to  
37 calculate an attachment rate, the carrying charge may be expressed as  
38 a percentage of the net pole, duct, or conduit investment.

1 (4) "Communications space" means the usable space on a pole below  
2 the communications workers safety zone and above the vertical space  
3 for meeting ground clearance requirements under the national  
4 electrical safety code.

5 (5) "Conduit" means a structure containing one or more ducts,  
6 usually placed in the ground, in which cables or wires may be  
7 installed.

8 (6) "Duct" means a single enclosed raceway for conductors, cable,  
9 or wire.

10 (7) "Facility" means a pole, duct, conduit, manhole or handhole,  
11 right-of-way, or similar structure on or in which attachments can be  
12 made. "Facilities" includes more than one facility.

13 (8) "Inner duct" means a duct-like raceway smaller than a duct  
14 that is inserted into a duct so that the duct may carry multiple  
15 wires or cables.

16 (9) "Licensee" includes any person, firm, corporation,  
17 partnership, company, association, joint stock association, or  
18 cooperatively organized association, other than a utility, that is  
19 authorized to construct attachments upon, along, under, or across the  
20 public ways.

21 (10) "Locally regulated utility" means a public utility district  
22 owning and operating an electric utility not subject to rate or  
23 service regulation by the utilities and transportation commission.

24 (11) "Make-ready work" means engineering or construction  
25 activities necessary to make a pole, duct, conduit, right-of-way, or  
26 other support equipment available for a new attachment, attachment  
27 modifications, or additional attachments. Such work may include  
28 rearrangement of existing attachments, installation of additional  
29 support for the utility pole, or creation of additional capacity, up  
30 to and including replacement of an existing pole with a taller pole.

31 (12)(a) "Net cost of a bare pole" means: (i) The original  
32 investment in poles, including purchase price of poles and fixtures  
33 and excluding cross-arms and appurtenances, less depreciation reserve  
34 and deferred federal income taxes if applicable associated with the  
35 pole investment, divided by (ii) the number of poles represented in  
36 the investment amount.

37 (b) When an owner owns poles jointly with another utility, the  
38 number of poles for purposes of calculating the net cost of a bare  
39 pole is the number of solely owned poles plus the product of the  
40 number of the jointly owned poles multiplied by the owner's ownership

1 percentage in those poles. In the unusual situation in which net pole  
2 investment is zero or negative, the owner may use gross figures with  
3 appropriate net adjustments.

4 (13) "Occupant" means any licensee with an attachment to an  
5 owner's facility that the owner has granted the licensee the right to  
6 maintain.

7 (14) "Occupied space" means that portion of the facility used for  
8 attachment that is rendered unusable for any other attachment, which  
9 is presumed to be one foot on a pole and one-half of a duct in a duct  
10 or conduit.

11 (15) "Overlashing" means the tying of additional communications  
12 wires or cables to existing communications wires or cables attached  
13 to poles.

14 (16) "Owner" means the locally regulated utility that owns or  
15 controls the facilities to or in which an occupant maintains, or a  
16 requester seeks to make, attachments.

17 (17) "Pole" means an aboveground structure on which an owner  
18 maintains attachments, which is presumed to be thirty-seven and one-  
19 half feet in height. When the owner is a locally regulated utility,  
20 "pole" is limited to structures used to attach electric distribution  
21 lines.

22 (18) "Requester" means a licensee or utility that applies to an  
23 owner to make attachments to or in the owner's facilities and that  
24 has an agreement with the owner establishing the rates, terms, and  
25 conditions for attachments to the owner's facilities.

26 (19) "Right-of-way" is an owner's legal right to construct,  
27 install, or maintain facilities or related equipment in or on grounds  
28 or property belonging to another person. For the purposes of sections  
29 208 through 212 of this act, "right-of-way" includes only the legal  
30 rights that permit the owner to allow third parties access to those  
31 rights.

32 (20) "Unusable space," with respect to poles, means the space on  
33 the pole below the usable space, including the amount required to set  
34 the depth of the pole. In the absence of measurements to the  
35 contrary, a pole is presumed to have twenty-four feet of unusable  
36 space.

37 (21) "Usable space," with respect to poles, means the vertical  
38 space on a pole above the minimum grade level that can be used for  
39 the attachment of wires, cables, and associated equipment, and that  
40 includes space occupied by the owner. In the absence of measurements

1 to the contrary, a pole is presumed to have thirteen and one-half  
2 feet of usable space. With respect to conduit, "usable space" means  
3 capacity within a conduit that is available or that could, with  
4 reasonable effort and expense, be made available, for the purpose of  
5 installing wires, cable, and associated equipment for  
6 telecommunications or cable services, and that includes capacity  
7 occupied by the owner.

8 NEW SECTION. **Sec. 208.** A new section is added to chapter 54.04  
9 RCW to read as follows:

10 (1) An owner should make available and keep up-to-date a  
11 reasonably sufficient list of contractors it authorizes to perform  
12 surveys and make-ready work in the communications space on its poles  
13 in cases where the owner has failed to meet deadlines specified in  
14 sections 208 through 212 of this act.

15 (2) If a requester hires a contractor for purposes of performing  
16 surveys and make-ready work pursuant to this chapter, the requester  
17 must choose a contractor included on the owner's list of authorized  
18 contractors. If the owner does not maintain such a list, the  
19 requester may choose a contractor without the owner's approval of  
20 that choice.

21 (3) A requester that hires a contractor for a survey or make-  
22 ready work must provide the owner with prior written notice  
23 identifying and providing the contact information for the contractor  
24 and must provide a reasonable opportunity for an owner representative  
25 to accompany and consult with the contractor and the requester.

26 (4) Subject to the review under section 212 of this act, the  
27 consulting representative of an owner may make final determinations,  
28 on a nondiscriminatory basis, on the attachment capacity of any pole  
29 and on issues of safety, reliability, and generally applicable  
30 engineering principles.

31 NEW SECTION. **Sec. 209.** A new section is added to chapter 54.04  
32 RCW to read as follows:

33 (1) An owner shall provide requesters with nondiscriminatory  
34 access for attachments to or in any facility the owner owns or  
35 controls. An owner may deny access to specific facilities on a  
36 nondiscriminatory basis where there is insufficient capacity or for  
37 reasons of safety, reliability, and generally applicable engineering  
38 principles. However, the owner may not deny access to a pole based on

1 insufficient capacity if the requester is willing to compensate the  
2 owner for the costs to replace the existing pole with a taller pole  
3 and otherwise undertake make-ready work to increase the capacity of  
4 the pole to accommodate an additional attachment including, but not  
5 limited to, using space and cost-saving attachment techniques such  
6 as: Boxing; installation of attachments on both sides of the pole at  
7 approximately the same height; or bracketing or installation of  
8 extension arms, to the extent that the owner uses, or allows  
9 occupants to use, such attachment techniques in the communications  
10 space of the owner's poles.

11 (2) All rates, terms, and conditions made, demanded, or received  
12 by any owner for any attachment by a licensee must be fair and  
13 reasonable and must be included in an attachment agreement with the  
14 licensee or utility. Parties may mutually agree on terms for  
15 attachment to or in facilities that differ from those in this  
16 chapter.

17 (3) Except for overlashing requests described in subsection (11)  
18 of this section, a requester must submit a written application to an  
19 owner to request access to its facilities. The owner may recover from  
20 the requester the reasonable costs the owner actually and reasonably  
21 incurs to process the application, including the costs of inspecting  
22 the facilities identified in the application and preparing a  
23 preliminary estimate for any necessary make-ready work, to the extent  
24 these costs are not, and would not ordinarily be, included in the  
25 accounts used to calculate the attachment rates set forth in this  
26 chapter. The owner may survey the facilities identified in the  
27 application and may recover from the requester the costs the owner  
28 actually and reasonably incurs to conduct that survey. The owner must  
29 provide the requester with an estimate of those costs prior to  
30 conducting a survey. The owner must complete such a survey and  
31 respond in writing to requests for access to the facilities  
32 identified in the application within forty-five days from the date  
33 the owner receives a complete application, except as otherwise  
34 provided in this section. A complete application is an application  
35 that provides the information necessary to enable the owner to  
36 identify and evaluate the facilities to or in which the requester  
37 seeks to attach.

38 (4) If the owner denies the request in an application for access,  
39 in whole or in part, the owner's written response to the application  
40 must include an explanation of the reasons for the denial for each

1 facility to which the owner is denying access. Such a response must  
2 include all relevant information supporting the denial.

3 (5) To the extent that it grants the access requested in an  
4 application, the owner's written response must inform the requester  
5 of the results of the review of the application. Within fourteen days  
6 of providing its written response, the owner must provide an estimate  
7 of charges to perform all necessary make-ready work, including the  
8 costs of completing the estimate. Make-ready work costs are  
9 nonrecurring costs that are not included in carrying charges and must  
10 be costs that the owner actually and reasonably incurs to provide the  
11 requester with access to the facility.

12 (a) The requester must accept or reject an estimate of charges to  
13 perform make-ready work within thirty days of receipt of the  
14 estimate. The owner may require the requester to pay all estimated  
15 charges to perform make-ready work as part of acceptance of the  
16 estimate or before the owner undertakes the make-ready work subject  
17 to true-up to the reasonable costs the owner actually incurs to  
18 undertake the work.

19 (b) An owner may withdraw an outstanding estimate of charges to  
20 perform make-ready work any time after thirty days from the date the  
21 owner provides the estimate to the requester if the requester has not  
22 accepted or rejected that estimate. An owner also may establish a  
23 date no earlier than thirty days from the date the owner provides the  
24 estimate to the requester after which the estimate expires without  
25 further action by the owner.

26 (6) For requests to attach to poles, the owner must determine the  
27 time period for completing the make-ready work and provide that  
28 information in a written notice to the requester and all known  
29 occupants with existing attachments on the poles that may be affected  
30 by the make-ready work. The owner and the requester must coordinate  
31 the make-ready work with any such occupants, as necessary.

32 (a) For attachments in the communications space, the notice must:

33 (i) Specify where and what make-ready work will be performed;

34 (ii) Set a date for completion of make-ready work that is no  
35 later than sixty days after the notice is sent. For good cause shown,  
36 the owner may extend completion of the make-ready work by an  
37 additional fifteen days;

38 (iii) State that any occupant with an existing attachment may  
39 modify that attachment consistent with the specified make-ready work  
40 before the date set for completion of that work. Any occupant with an

1 existing attachment that does not comply with applicable safety  
2 requirements must modify that attachment to bring it into compliance  
3 before the date set for completion of the make-ready work. The  
4 occupant is responsible for all costs incurred to bring its  
5 attachment into compliance;

6 (iv) State that the owner may assert its right to fifteen  
7 additional days to complete the make-ready work;

8 (v) State that if make-ready work is not completed by the  
9 completion date set by the owner, or fifteen days later if the owner  
10 has asserted its right to fifteen additional days, the owner and the  
11 requester may negotiate an extension of the completion date or the  
12 requester, after giving reasonable notice to the owner, may hire a  
13 contractor from the list of contractors the owner has authorized to  
14 work on its poles to complete the specified make-ready work within  
15 the communications space. If the owner does not maintain a list of  
16 authorized contractors, the requester may choose a contractor without  
17 the owner's authorization;

18 (vi) State the name, telephone number, and email address of a  
19 person to contact for more information about the make-ready work.

20 (b) For wireless antennas or other attachments on poles in the  
21 space above the communications space, the notice must:

22 (i) Specify where and what make-ready work will be performed;

23 (ii) Set a date for completion of make-ready work that is no  
24 later than ninety days after notice is sent. For good cause shown,  
25 the owner may extend completion of the make-ready work by an  
26 additional fifteen days;

27 (iii) State that any occupant with an existing attachment may  
28 modify the attachment consistent with the specified make-ready work  
29 before the date set for completion of that work. Any occupant with an  
30 existing attachment that does not comply with applicable safety  
31 requirements must modify that attachment to bring it into compliance  
32 before the date set for completion of the make-ready work. The  
33 occupant is responsible for all costs incurred to bring its  
34 attachment into compliance;

35 (iv) State that the owner may assert its right to fifteen  
36 additional days to complete the make-ready work.

37 (v) State the name, telephone number, and email address of a  
38 person to contact for more information about the make-ready work.

39 (7) For the purpose of compliance with the time periods in this  
40 section:

1 (a) The time periods apply to all requests for access to up to  
2 three hundred poles or one-half of one percent of the owner's poles  
3 in Washington, whichever is less.

4 (b) An owner shall negotiate in good faith the time periods for  
5 all requests for access to more than three hundred poles or one-half  
6 of one percent of the owner's poles in Washington, whichever is less.

7 (c) An owner may treat multiple requests from a single requester  
8 as one request when the requests are filed within the same thirty-day  
9 period. The applicable time period for completing the optional survey  
10 or required make-ready work begins on the date of the last request  
11 the owner receives from the requester within the thirty-day period.

12 (8)(a) An owner may extend the time periods specified in this  
13 section under the following circumstances:

14 (i) For replacing existing poles to the extent that circumstances  
15 beyond the owner's control including, but not necessarily limited to,  
16 local government permitting, landowner approval, or adverse weather  
17 conditions, require additional time to complete the work; or

18 (ii) During performance of make-ready work if the owner discovers  
19 unanticipated circumstances that reasonably require additional time  
20 to complete the work.

21 (b) Upon discovery of the circumstances in (a)(i) or (ii) of this  
22 subsection, the owner must promptly notify, in writing, the requester  
23 and other affected occupants with existing attachments. The notice  
24 must include the reason for the extension and date by which the owner  
25 will complete the work. The owner may not extend completion of make-  
26 ready work for a period any longer than reasonably necessary and  
27 shall undertake the work on a nondiscriminatory basis with the other  
28 work the owner undertakes on its facilities.

29 (9) If the owner determines that a survey is necessary for  
30 responding to a request for attachment to poles and fails to complete  
31 a survey of the facilities specified in the application within the  
32 time periods established in this section, a requester seeking  
33 attachment in the communications space may negotiate an extension of  
34 the completion date with the owner or may hire a contractor from the  
35 list of contractors the owner has authorized to work on its poles to  
36 complete the survey. If the owner does not maintain a list of  
37 authorized contractors, the requester may choose a contractor without  
38 the owner's authorization.

39 (10)(a) If the owner does not complete any required make-ready  
40 work within the time periods established in this section, a requester

1 seeking attachment in the communications space may negotiate an  
2 extension of the completion date with the owner or may hire a  
3 contractor from the list of contractors the owner has authorized to  
4 work on its poles to complete the make-ready work within the  
5 communications space:

6 (i) Immediately, if the owner declines to exercise its right to  
7 perform any necessary make-ready work by notifying the requester that  
8 the owner will not undertake that work; or

9 (ii) After the end of the applicable time period authorized in  
10 this section, if the owner has asserted its right to perform make-  
11 ready work and has failed to timely complete that work.

12 (b) If the owner does not maintain a list of authorized  
13 contractors, the requester may choose a contractor without the  
14 owner's authorization.

15 (11) An occupant need not submit an application to the owner if  
16 the occupant intends only to overlash additional communications wires  
17 or cables onto communications wires or cables it previously attached  
18 to poles with the owner's consent under the following circumstances:

19 (a) The occupant must provide the owner with written notice  
20 fifteen business days prior to undertaking the overlashing. The  
21 notice must identify no more than one hundred affected poles and  
22 describe the additional communications wires or cables to be  
23 overlashed so that the owner can determine any impact of the  
24 overlashing on the poles or other occupants' attachments. The notice  
25 period does not begin until the owner receives a complete written  
26 notice that includes the following information:

27 (i) The size, weight per foot, and number of wires or cables to  
28 be overlashed; and

29 (ii) Maps of the proposed overlash route, including pole numbers  
30 if available.

31 (b) A single occupant may not submit more than five notices or  
32 identify more than a total of one hundred poles for overlashing in  
33 any ten business day period. The applicable time period for  
34 responding to multiple notices begins on the date of the last notice  
35 the owner receives from the occupant within the ten business day  
36 period.

37 (c) The occupant may proceed with the overlashing described in  
38 the notice unless the owner provides a written response, within ten  
39 business days of receiving the occupant's notice, prohibiting the  
40 overlashing as proposed. The owner may recover from the requester the

1 costs the owner actually and reasonably incurs to inspect the  
2 facilities identified in the notice and to prepare any written  
3 response. The occupant must correct any safety violations caused by  
4 its existing attachments before overlashing additional wires or  
5 cables on those attachments.

6 (d) The owner may refuse to permit the overlashing described in  
7 the notice only if, in the owner's reasonable judgment, the  
8 overlashing would have a significant adverse impact on the poles or  
9 other occupants' attachments. The refusal must describe the nature  
10 and extent of that impact, include all relevant information  
11 supporting the owner's determination, and identify the make-ready  
12 work that the owner has determined would be required prior to  
13 allowing the proposed overlashing. The parties must negotiate in good  
14 faith to resolve the issues raised in the owner's refusal.

15 (e) A licensee's wires or cables may not be overlashed on another  
16 occupant's attachments without the owner's consent and unless the  
17 licensee has an attachment agreement with the owner that includes  
18 rates, terms, and conditions for overlashing on the attachments of  
19 other occupants.

20 NEW SECTION. **Sec. 210.** A new section is added to chapter 54.04  
21 RCW to read as follows:

22 (1) The costs of modifying a facility to create capacity for  
23 additional attachment, including but not limited to replacement of a  
24 pole, must be borne by the requester and all existing occupants and  
25 owners that directly benefit from the modification. Each occupant or  
26 owner must share the cost of the modification in proportion to the  
27 amount of new or additional usable space the occupant or owner  
28 occupies on or in the facility. An occupant or owner with an existing  
29 attachment to the modified facility is deemed to directly benefit  
30 from a modification if, within sixty days after receiving  
31 notification of such a modification, that occupant or owner adds to  
32 its existing attachment or otherwise modifies its attachment. An  
33 occupant or owner with an existing attachment may not be deemed to  
34 directly benefit from replacement of a pole if the occupant or owner  
35 only transfers its attachment to the new pole.

36 (2) The costs of modifying a facility to bring an existing  
37 attachment into compliance with applicable safety requirements must  
38 be borne by the occupant or owner that created the safety violation  
39 that necessitated the modification. These costs include, but are not

1 necessarily limited to, the costs incurred by the owner or other  
2 occupants to modify the facility or conforming attachments. An  
3 occupant or owner with an existing conforming attachment to a  
4 facility is not required to bear any of the costs to rearrange or  
5 replace the occupant's or owner's attachment if the rearrangement or  
6 replacement is necessitated solely to accommodate modifications to  
7 the facility to bring another occupant's or owner's attachment into  
8 conformance with applicable safety requirements to remedy a safety  
9 violation caused by another occupant or owner. The owner and each  
10 occupant must bear their own costs to modify their existing  
11 attachments if required to comply with applicable safety requirements  
12 if an owner or occupant did not create a safety violation that  
13 necessitated the modification.

14 (3) An owner shall provide an occupant with written notice prior  
15 to removal of, termination of service to, or modification of (other  
16 than routine maintenance or modification in response to emergencies)  
17 any facilities on or in which the occupant has attachments affected  
18 by such an action. The owner must provide the notice as soon as  
19 practicable but no less than sixty days prior to taking the action  
20 described in the notice. However, the owner may provide notice less  
21 than sixty days in advance if a governmental entity or landowner  
22 other than the owner requires the action described in the notice and  
23 did not notify the owner of that requirement more than sixty days in  
24 advance.

25 (4) An owner may require the occupant to remove the occupant's  
26 abandoned attachments. The owner must identify the attachments and  
27 provide sufficient evidence to demonstrate that the occupant has  
28 abandoned those attachments. The occupant must respond to the owner  
29 within twenty days after the notice has been delivered to the  
30 occupant. If the occupant does not answer or otherwise respond to the  
31 owner, the owner may remove the attachments without further notice.

32 NEW SECTION. **Sec. 211.** A new section is added to chapter 54.04  
33 RCW to read as follows:

34 (1) A fair and reasonable rate for attachments to or in  
35 facilities must assure the owner the recovery of not less than all  
36 the additional costs of procuring and maintaining the attachments,  
37 nor more than the actual capital and operating expenses, including  
38 just compensation, of the owner attributable to that portion of the  
39 facility used for the attachments, including a share of the required

1 support and clearance space, in proportion to the space used for the  
 2 attachment, as compared to all other uses made of the facility, and  
 3 uses that remain available to the owner.

4 (2) The following formula for determining a fair, just,  
 5 reasonable, and sufficient rate shall apply to attachments to poles:

$$\begin{array}{l} \text{Maximum} \\ \text{Rate} \end{array} = \begin{array}{l} \text{Space} \\ \text{Factor} \end{array} \times \begin{array}{l} \text{Net Cost of} \\ \text{a Bare Pole} \end{array} \times \begin{array}{l} \text{Carrying} \\ \text{Charge} \\ \text{Rate} \end{array}$$

$$\text{Where Space Factor} = \frac{\text{Occupied Space}}{\text{Total Usable Space}}$$

11 (3) The following formula for determining a fair, just,  
 12 reasonable, and sufficient rate shall apply to attachments to ducts  
 13 or conduits:

$$\begin{array}{l} \text{Maximum} \\ \text{Rate per} \\ \text{Linear ft./m.} \end{array} = \left[ \frac{1}{\text{Number of Ducts}} \times \frac{1 \text{ Duct}}{\text{Number of Inner Ducts}} \right] \times \left[ \frac{\text{Number of Ducts}}{\text{System Duct Length (ft./m.)}} \times \frac{\text{Net Conduit Investment}}{\text{System Duct Length (ft./m.)}} \right] \times \begin{array}{l} \text{Carrying} \\ \text{Charge} \\ \text{Rate} \end{array}$$

(Percentage of Conduit Capacity)      (Net Linear Cost of a Conduit)

21 simplified as:

$$\begin{array}{l} \text{Maximum} \\ \text{Rate per} \\ \text{Linear ft./m.} \end{array} = \left[ \frac{1 \text{ Duct}}{\text{No. of Inner Ducts}} \right] \times \left[ \frac{\text{Net Conduit Investment}}{\text{System Duct Length (ft./m.)}} \right] \times \begin{array}{l} \text{Carrying} \\ \text{Charge} \\ \text{Rate} \end{array}$$

28 If no inner duct or only a single inner duct is installed, the  
 29 fraction "1 Duct divided by the Number of Inner Ducts" is presumed to  
 30 be 1/2.

31 NEW SECTION. Sec. 212. A new section is added to chapter 54.04  
 32 RCW to read as follows:

33 (1) A licensee may submit disputes to binding arbitration by  
 34 serving notice on the owner if:

35 (a) An owner has denied access to its facilities;

1 (b) An owner fails to negotiate in good faith the rates, terms,  
2 and conditions of an attachment agreement; or

3 (c) The licensee disputes the rates, terms, or conditions in an  
4 attachment agreement, the owner's performance under the agreement, or  
5 the owner's obligations under the agreement or other applicable law.

6 (2) An owner may submit disputes to binding arbitration by  
7 serving notice on the licensee if:

8 (a) Another licensee is unlawfully making or maintaining  
9 attachments to or in the owner's facilities;

10 (b) Another licensee fails to negotiate in good faith the rates,  
11 terms, and conditions of an attachment agreement; or

12 (c) The owner disputes the rates, terms, or conditions in an  
13 attachment agreement, the occupant's performance under the agreement,  
14 or the occupant's obligations under the agreement or other applicable  
15 law.

16 (3) Costs of the arbitration, including compensation for the  
17 arbitrator's services, must be borne equally by the parties  
18 participating in the arbitration and each party shall bear its own  
19 costs and expenses, including legal fees and witness expenses, in  
20 connection with the arbitration proceeding.

21 (4) Within thirty days of receipt of the initial notice, each  
22 party shall furnish a list of acceptable arbitrators. The parties  
23 shall select an arbitrator; failing to agree on an arbitrator, each  
24 party shall select one arbitrator and the two arbitrators shall  
25 select a third arbitrator for an arbitration panel.

26 (5) The execution of an attachment agreement does not preclude  
27 any challenge to the lawfulness or reasonableness of the rates,  
28 terms, or conditions in that agreement, provided that one of the  
29 following circumstances exists:

30 (a) The parties made good faith efforts to negotiate the disputed  
31 rates, terms, or conditions prior to executing the agreement but were  
32 unable to resolve the dispute despite those efforts, and such a  
33 challenge is brought within six months from the agreement execution  
34 date; or

35 (b) The party challenging the rate, term, or condition was  
36 reasonably unaware of the other party's interpretation of that rate,  
37 term, or condition when the agreement was executed.

38 (6) A submission to binding arbitration authorized under this  
39 section must contain the following:

1 (a) A statement, including specific facts, demonstrating that the  
2 complainant engaged or reasonably attempted to engage in good faith,  
3 executive-level negotiations to resolve the disputed issues raised in  
4 the submission and that the parties failed to resolve those issues  
5 despite those efforts; such negotiations must include the exchange of  
6 reasonably relevant information necessary to resolve the dispute  
7 including, but not limited to, the information required to calculate  
8 rates in compliance with sections 208 through 212 of this act;

9 (b) Identification of all actions, rates, terms, and conditions  
10 alleged to be unjust, unfair, unreasonable, insufficient, or  
11 otherwise contrary to applicable law;

12 (c) Sufficient data or other factual information and legal  
13 argument to support the allegations to the extent that the  
14 complainant possesses such factual information; and

15 (d) A copy of the attachment agreement, if any, between the  
16 parties.

17 (7) The arbiter will issue a notice of prehearing conference  
18 within five business days after the arbitration panel is seated. The  
19 party complained against must answer the complaint within ten  
20 business days from the date the arbiter serves the complaint. The  
21 answer must respond to each allegation in the complaint with  
22 sufficient data or other factual information and legal argument to  
23 support that response to the extent the respondent possesses such  
24 factual information.

25 (8)(a) A licensee has the burden to prove its right to attach to  
26 or in the owner's facilities and that any attachment requirement,  
27 term, or condition an owner imposes or seeks to impose that the  
28 licensee challenges violates any provision of sections 208 through  
29 212 of this act or other applicable law.

30 (b) An owner bears the burden to prove that the attachment rates  
31 it charges or proposes to charge are in compliance with sections 208  
32 through 212 of this act or that the owner's denial of access to its  
33 facilities is lawful under section 209 of this act.

34 (9) If the arbiter determines that a rate, term, or condition  
35 complained of is not in compliance with sections 208 through 212 of  
36 this act, the arbiter shall prescribe a rate, term, or condition that  
37 is in compliance with sections 208 through 212 of this act. The  
38 arbiter shall require the inclusion of that rate, term, or condition  
39 in an attachment agreement, and to the extent authorized by  
40 applicable law, shall order a refund or payment of the difference

1 between any rate required by section 211 of this act and the rate  
2 that was previously charged during the time the owner was charging  
3 the rate after the effective date of this section.

4 (10) If the arbiter determines that an owner has unlawfully or  
5 unreasonably denied or delayed access to a facility, the arbiter  
6 shall order the owner to provide access to that facility within a  
7 reasonable time frame and on rates, terms, and conditions that are in  
8 compliance with sections 208 through 212 of this act.

9 (11) Nothing in this section precludes an owner or occupant from  
10 bringing any other complaint not related to the rates, terms, and  
11 conditions of attachment and that is otherwise authorized under  
12 applicable law.

13 (12) If the arbiter finds that the rates, terms, or conditions  
14 demanded, exacted, charged, or collected by any owner in connection  
15 with attachments to its facilities do not comply with sections 208  
16 through 212 of this act as applicable, the arbiter shall establish  
17 rates, terms, and conditions consistent with the requirements of  
18 sections 208 through 212 of this act, thereafter to be observed and  
19 in force and fix the same by final order entered within sixty days  
20 after the submission of the issues for arbitration. The arbiter may  
21 extend this deadline for good cause.

22 **PART THREE**

23 **Sec. 301.** RCW 80.36.630 and 2013 2nd sp.s. c 8 s 202 are each  
24 amended to read as follows:

25 ~~((1))~~ The definitions in this section apply throughout this  
26 section, RCW 80.36.610, and ~~((RCW))~~ 80.36.650 through 80.36.690 ~~((and~~  
27 ~~80.36.610))~~, unless the context clearly requires otherwise.

28 ~~((a))~~ (1) "Basic residential service" means those services set  
29 out in 47 C.F.R. Sec. 54.101(a) ~~((2011))~~, as it existed on the  
30 effective date of this section, and mandatory extended area service  
31 approved by the commission.

32 ~~((b))~~ (2) "Basic telecommunications services" means the  
33 following services:

34 ~~((i))~~ (a) Single-party service;

35 ~~((ii))~~ (b) Voice grade access to the public switched network;

36 ~~((iii))~~ (c) Support for local usage;

37 ~~((iv))~~ (d) Dual tone multifrequency signaling (touch-tone);

38 ~~((v))~~ (e) Access to emergency services (911);

1       ~~((vi))~~ (f) Access to operator services;  
2       ~~((vii))~~ (g) Access to interexchange services;  
3       ~~((viii))~~ (h) Access to directory assistance; and  
4       ~~((ix))~~ (i) Toll limitation services.  
5       ~~((e))~~ (3) "Communications provider" means a provider of  
6 communications services ~~((that assigns a working telephone number to~~  
7 ~~a final consumer for intrastate wireline or wireless communications~~  
8 ~~services or interconnected voice over internet protocol service, and~~  
9 ~~includes local exchange carriers)) including local exchange carriers~~  
10 ~~whether providing service by traditional or voice over internet~~  
11 ~~protocols or a combination thereof.~~  
12       ~~((d))~~ (4) "Communications services" includes telecommunications  
13 services and information services and ~~((any combination thereof))~~  
14 broadband access services.  
15       ~~((e))~~ (5) "Incumbent local exchange carrier" has the same  
16 meaning as set forth in 47 U.S.C. Sec. 251(h) as it existed on the  
17 effective date of this section.  
18       ~~((f))~~ (6) "Incumbent public network" means the network  
19 established by incumbent local exchange carriers for the delivery of  
20 communications services to customers that is used by communications  
21 providers for origination or termination of communications services  
22 by or to customers.  
23       ~~((g)) "Interconnected voice over internet protocol service" means~~  
24 ~~an interconnected voice over internet protocol service that: (a)~~  
25 ~~[(i)] Enables real time, two-way voice communications; (b) [(ii)]~~  
26 ~~requires a broadband connection from the user's location; (c) [(iii)]~~  
27 ~~requires internet protocol compatible customer premises equipment;~~  
28 ~~and (d) [(iv)] permits users generally to receive calls that~~  
29 ~~originate on the public network and to terminate calls to the public~~  
30 ~~network.~~  
31       ~~((h))~~ (7) "Program" means the state universal communications  
32 services program created in RCW 80.36.650.  
33       ~~((i))~~ (8) "Telecommunications" has the same meaning as defined  
34 in 47 U.S.C. Sec. 153~~((43))~~ as it existed on the effective date of  
35 this section.  
36       ~~((j))~~ (9) "Telecommunications act of 1996" means the  
37 telecommunications act of 1996 (P.L. 104-104, 110 Stat. 56).  
38       ~~((k)) "Working telephone number" means a north American numbering~~  
39 ~~plan telephone number, or successor dialing protocol, that is~~

1 ~~developed for use in placing calls to or from the public network,~~  
2 ~~that enables a consumer to make or receive calls.~~

3 ~~(2) This section expires July 1, 2020.)~~

4 **Sec. 302.** RCW 80.36.650 and 2016 c 145 s 1 are each amended to  
5 read as follows:

6 (1) A state universal communications services program is  
7 established. The program is established to protect public safety and  
8 welfare under the authority of the state to regulate  
9 telecommunications under Article XII, section 19 of the state  
10 Constitution. The purpose of the program is to support continued  
11 provision of ~~((basic telecommunications))~~ communications services  
12 ~~((under rates, terms, and conditions established by the commission~~  
13 ~~during the time over which incumbent communications providers in the~~  
14 ~~state are adapting to changes in federal universal service fund and~~  
15 ~~intercarrier compensation support))~~ in Washington.

16 (2) Under the program, eligible communications providers may  
17 receive distributions from the universal communications services  
18 account created in RCW 80.36.690 in exchange for the affirmative  
19 agreement to provide continued services under the rates, terms, and  
20 conditions established by the commission under this chapter for the  
21 period covered by the distribution. The commission must implement and  
22 administer the program under terms and conditions established in RCW  
23 80.36.630 through 80.36.690. Expenditures for the program may not  
24 exceed five million dollars per fiscal year; provided, however, that  
25 if less than five million dollars is expended in any fiscal year, the  
26 unexpended portion must be carried over to subsequent fiscal years  
27 and, unless fully expended, must be available for program  
28 expenditures in such subsequent fiscal years in addition to the five  
29 million dollars allotted for each of those subsequent fiscal years.

30 (3) A communications provider is eligible to receive  
31 distributions from the account if:

32 (a) The communications provider is: (i) An incumbent local  
33 exchange carrier serving fewer than forty thousand access lines in  
34 the state; or (ii) a radio communications service company providing  
35 wireless two-way voice communications service to less than the  
36 equivalent of forty thousand access lines in the state. For purposes  
37 of determining the access line threshold in this subsection, the  
38 access lines or equivalents of all affiliates must be counted as a

1 single threshold, if the lines or equivalents are located in  
2 Washington;

3 (b) The customers of the communications provider are at risk of  
4 rate instability or service interruptions or cessations absent a  
5 distribution to the provider that will allow the provider to maintain  
6 rates reasonably close to the benchmark; and

7 (c) The communications provider meets any other requirements  
8 established by the commission pertaining to the provision of  
9 communications services, including basic telecommunications services.

10 (4)(a) Distributions to eligible communications providers are  
11 based on a benchmark established by the commission. The benchmark is  
12 the rate the commission determines to be a reasonable amount  
13 customers should pay for basic residential service provided over the  
14 incumbent public network. However, if an incumbent local exchange  
15 carrier is charging rates above the benchmark for the basic  
16 residential service, that provider may not seek distributions from  
17 the fund for the purpose of reducing those rates to the benchmark.

18 (b) To receive a distribution under the program, an eligible  
19 communications provider must affirmatively consent to continue  
20 providing communications services to its customers under rates,  
21 terms, and conditions established by the commission pursuant to this  
22 chapter for the period covered by the distribution.

23 (5) The program is funded from amounts deposited by the  
24 legislature in the universal communications services account  
25 established in RCW 80.36.690. The commission must operate the program  
26 within amounts appropriated for this purpose and deposited in the  
27 account.

28 (6) The commission must periodically review the accounts and  
29 records of any communications provider that receives distributions  
30 under the program to ensure compliance with the program and monitor  
31 the providers' use of the funds.

32 (7) The commission must establish an advisory board, consisting  
33 of a reasonable balance of representatives from different types of  
34 communications providers and consumers, to advise the commission on  
35 any rules and policies governing the operation of the program.

36 ~~((8) The program terminates on June 30, 2019, and no  
37 distributions may be made after that date.~~

38 ~~(9) This section expires July 1, 2020.)~~

1       **Sec. 303.** RCW 80.36.660 and 2013 2nd sp.s. c 8 s 204 are each  
2 amended to read as follows:

3       ~~((1))~~ To implement the program, the commission must adopt rules  
4 for the following purposes:

5       ~~((a))~~ (1) Operation of the program, including criteria for:  
6 Eligibility for distributions; use of the funds; identification of  
7 any reports or data that must be filed with the commission,  
8 including, but not limited to, how a communication provider used the  
9 distributed funds; and the communications provider's infrastructure;

10       ~~((b))~~ (2) Operation of the universal communications services  
11 account established in RCW 80.36.690;

12       ~~((c))~~ (3) Establishment of the benchmark used to calculate  
13 distributions; and

14       ~~((d))~~ (4) Readoption, amendment, or repeal of any existing  
15 rules adopted pursuant to RCW 80.36.610 ~~((and 80.36.620))~~ as  
16 necessary to be consistent with RCW 80.36.610, and 80.36.630 through  
17 80.36.690 ~~((and 80.36.610)).~~

18       ~~((2) This section expires July 1, 2020.)~~

19       **Sec. 304.** RCW 80.36.670 and 2013 2nd sp.s. c 8 s 205 are each  
20 amended to read as follows:

21       (1) In addition to any other penalties prescribed by law, the  
22 commission may impose penalties for failure to make or delays in  
23 making or filing any reports required by the commission for  
24 administration of the program. In addition, the commission may  
25 recover amounts determined to have been improperly distributed under  
26 RCW 80.36.650. For the purposes of this section, the provisions of  
27 RCW 80.04.380 through 80.04.405, inclusive, apply to all companies  
28 that receive support from the universal communications services  
29 account created in RCW 80.36.690.

30       (2) Any action taken under this section must be taken only after  
31 providing the affected communications provider with notice and an  
32 opportunity for a hearing, unless otherwise provided by law.

33       (3) Any amounts recovered under this section must be deposited in  
34 the universal communications services account created in RCW  
35 80.36.690.

36       ~~((4) This section expires July 1, 2020.)~~

37       **Sec. 305.** RCW 80.36.680 and 2013 2nd sp.s. c 8 s 206 are each  
38 amended to read as follows:

1       (~~(1)~~) The commission may delegate to the commission secretary  
2 or other staff the authority to resolve disputes and make other  
3 administrative decisions necessary to the administration and  
4 supervision of the program consistent with the relevant statutes and  
5 commission rules.

6       (~~(2) This section expires July 1, 2020.~~)

7       **Sec. 306.** RCW 80.36.690 and 2013 2nd sp.s. c 8 s 208 are each  
8 amended to read as follows:

9       (~~(1)~~) The universal communications services account is created  
10 in the custody of the state treasurer. Revenues to the account  
11 consist of moneys deposited in the account by the legislature and any  
12 penalties or other recoveries received pursuant to RCW 80.36.670.  
13 Expenditures from the account may be used only for the purposes of  
14 the universal communications services program established in RCW  
15 80.36.650. Only the secretary of the commission or the secretary's  
16 designee may authorize expenditures from the account. The account is  
17 subject to allotment procedures under chapter 43.88 RCW, but an  
18 appropriation is not required for expenditures.

19       (~~(2) This section expires July 1, 2020.~~)

20       NEW SECTION. **Sec. 307.** The following acts or parts of acts are  
21 each repealed:

22       (1) RCW 35.21.455 (Locally regulated utilities—Attachments to  
23 poles) and 1996 c 32 s 3;

24       (2) RCW 54.04.045 (Locally regulated utilities—Attachments to  
25 poles—Rates—Contracting) and 2008 c 197 s 2 & 1996 c 32 s 5;

26       (3) RCW 80.36.620 (Universal service program—Rules) and 1998 c  
27 337 s 3; and

28       (4) RCW 80.36.700 (State universal communications services  
29 program—Program expiration and 2013 2nd sp.s. c 8 s 211.

--- END ---

**Governance of the  
Public Utility District  
NO. 1 of Jefferson  
("JPUD")  
Commission**

*PUD #1 of Jefferson County  
310 Four Corners Road, Port Townsend, WA 98368  
360.385.5800*

---

# Contents

## GOVERNANCE PROCESS

Purpose of the Commission .....	2,3
Agenda Planning.....	4
Role of the Commission President .....	5
Role of the Commission Vice-President.....	6
Role of the Commission Secretary .....	7
Commission Members' Code of Conduct.....	8, 9,10
Board Training, Orientation.....	11
Commission Review of District Public Records .....	12
Commission Committees.....	13

## COMMISSION-STAFF LINKAGE

Unity of Control .....	14
Commission-General Manager Relationship .....	15
Commission-General Counsel Relationship.....	16
Commission-Relationship with Auditor .....	17,18
Delegation to the General Manager.....	19
Budget and Procurement Authority .....	20
Evaluating the General Manager's Performance .....	21

**RESOLUTION NO. 2015-011**

**A RESOLUTION OF THE COMMISSION OF  
PUBLIC UTILITY DISTRICT NO.1 OF JEFFERSON COUNTY ADOPTING  
THE "GOVERNANCE OF THE JEFFERSON COUNTY PUD NO. 1 COMMISSION"**

WHEREAS, The Commission of Jefferson County PUD NO.1 values the responsibilities and authorities granted it through the legislature in the form of laws codified in large part under Title 54, Revised Code of Washington; AND

WHEREAS, The Commission of Jefferson County PUD NO.1 recognizes the responsibilities placed upon it by the citizens of Jefferson County in guiding the District through defined purposes, values and vision, for the betterment of its customers and the community in which it serves; AND

WHEREAS, The Commission of Jefferson County PUD NO.1 understands that effective board governance can be accomplished through strategic leadership, collaborative decision-making, and the identification of appropriate board-staff relationships; AND

WHEREAS, annually the Governance Policy will be reviewed to ensure appropriate laws, fiduciary responsibilities, Commission and staff-delegated authorities in are alignment with Commission expectations and business needs.

NOW THEREFORE BE IT HEREBY RESOLVED That the Commission adopts the policy, "Governance of the Jefferson County PUD NO.1 Commission" attached hereto as a part of this resolution.

ADOPTED By the Commission of Public Utility District No. 1 of Jefferson County at an open meeting, with notice of such meeting being given as required by law, this 4th day of August, 2015.

---

Wayne G. King, President

ATTEST:

---

Barney Burke, Secretary

Initiative No. 1, upon approval by Washington voters in 1931, allowed for the formation of municipal corporations known as public utility districts (PUDs) within the State of Washington.

The Revised Code of Washington, principally Title 54, codifies the authorities of PUDs.

RCW 54.12.010 states in part: “The powers of the PUD shall be exercised through a Commission consisting of three members in three commissioner districts.”

**The purpose of Jefferson County PUD NO.1’s Commission is to:**

- a) Identify and define the purpose, values and vision of the District, along with the results the District is to achieve, and communicate them in the form of policy.
- b) Make certain operational decisions as are designated by law.
- c) Hire, evaluate, and terminate the General Manager.
- d) Ensure accountability for financial oversight by an appointed members participation in the year end financial exit audit performed by State Auditor

**The Commission governance focus will primarily be on:**

- a) Strategic leadership more than administrative detail.
- b) Encouragement of diversity in viewpoints.
- c) Clear distinction of Commission and General Manager Roles.
- d) Collaborative rather than individual decisions.
- e) Future rather than past or present.
- f) Being proactive rather than reactive.

Specifically, the Commission will direct, evaluate and inspire the organization through the careful establishment of written policies reflecting the Commission’s values and vision. The Commission’s major policy focus will be on Jefferson County PUD NO.1’s long-term impacts outside the organization, not on the administrative or programmatic means of achieving those effects.

The specific job duties of the Commissioners as elected representatives are to ensure appropriate organizational performance.

**The Commission will:**

- a) Produce and maintain written policies that ensure a high quality of governance and clear roles in decision-making between Commission and staff.
- b) Regularly monitor and evaluate the performance of the General Manager.
- c) Adopt the District's Strategic Plan and reviews it annually.
- d) Adopt the District's budget on an annual basis.
- e) In its role as the District's accountability for financial oversight
  - the selection and retention of independent auditors engaged for the purpose of preparing or issuing an independent audit report or performing other independent audit, review, or attest services;
  - receiving the report of independent accountants.
  - receiving annual reports from the District's Auditor relative to internal controls and legal compliance of District activities;
  - ensuring the establishment of procedures for the receipt, retention, and treatment of complaints regarding accounting, internal accounting controls, or auditing matters. Such procedures should specifically provide for the confidential, anonymous submission by District employees of concerns regarding questionable accounting or auditing matters. Procedure for such reporting can be found in the District's directive on reporting of alleged improper governmental actions.
- f) Set the rates, rules and regulations for services and commodities provided by the District.
- g) Take such other actions as may be required by law.

The work of the Commission is accomplished in public meetings. RCW 54.12.090 states in part that "All proceedings of the Commission shall be by motion or resolution, recorded in its minute books, which shall be public records."

The agenda of the public meeting identifies in general terms the topics to be considered by the Commission.

**Specifically:**

- a) The General Manager shall prepare and issue an agenda for each regular Commission Meeting.
- b) Members of the Commission, General Manager, or designee, may request matters be placed on Commission agendas. At each regular Commission Meeting, time will be set aside under "Other Business" for any Commission Member, the General Manager, or designee, to bring before the Commission any business that should be discussed or deliberated upon. Under "Future Planning" any Commission Member, the General Manager, or designee, will have the opportunity to discuss/recommend business for placement on future agendas in accordance with Policy No. 10, "Unity of Control."
- c) Items may be placed on either the business agenda or on the consent agenda. An item placed on the consent agenda may be moved to the business agenda at the request of any Commission member during a Commission Meeting and prior to the motion to approve the consent agenda. The moved item will be placed on the business agenda for further discussion.
- d) Special Meetings, normally held for purposes of discussing specific topics, will be noticed in accordance with RCW 42.30.080. The call and notice shall specify the time and place of the special meeting and the business to be transacted. This notice may take the place of an agenda for special meetings.

In the event of a natural disaster, attack or notice of imminent attack, where it becomes imprudent, inexpedient or impossible to conduct the affairs of the District at the regular or usual place, the Commission may meet at any place within or without its territorial limits on the call of the presiding President or any two members of the Commission. After any emergency relocation, the affairs of the District shall be conducted at such emergency temporary location for the duration of the emergency. (RCW 42.14.075)

**The President of the Commission shall:**

- a) Ensure that the Commission jointly and consistently adheres to its own rules and policies, and those imposed upon it by the laws of the State of Washington.
- b) Ensure that deliberation is fair, open and thorough, but also timely, orderly and kept to the point. The President of the Commission shall preside over and facilitate all Commission Meetings in accordance with these governance principles and Roberts Rules of Order (Version 11, or the most current) as needed.
- c) Schedule and coordinate the annual process of evaluating the General Manager.
- d) Preside over and facilitate Commission Meetings.
- e) Have no authority to supervise or administratively direct the General Manager, apart from authority expressly granted the President by the Commission.
- f) Assume responsibility of the Commission that is not specifically assigned to another Commission member.
- g) Be allowed to delegate his or her authority, but remains accountable for its use.
- h) Call Special Meetings of the Commission in the event of a business need as provided for in RCW 42.30.080.

**The Vice-President of the Commission shall:**

- a) Perform such duties as are assigned by the President.
- b) Have all the power and duties of the President in the absence or inability of the President to act.
- c) Have all the powers and duties of the Secretary in the absence or inability of the Secretary to act, when not acting as the President.

**The Secretary of the Commission shall:**

- a) Attest all contracts, bonds, deeds, leases and other instruments and documents duly authorized by the Commission unless otherwise delegated by the Commission.
- b) Perform all duties incident to the office of Secretary as may from time to time be required by law or assigned to such office by motion, rule or resolution of the Commission.
- c) Have all of the powers and duties of the President in the absence or inability of both the President and the Vice President to act.

- a) Commission members shall conduct themselves in accordance with all laws. The State of Washington has adopted a "Code of Ethics" that applies to all municipal officers, codified under RCW 42.23. The declared purpose of the Code of Ethics is to make uniform the laws of the State concerning the transaction of business by municipal officers in conflict with the proper performance of their duties in the public interest, and to promote the efficiency of local government by prohibiting certain instances and areas of conflict while at the same time sanctioning, under sufficient controls, certain other instances and areas of conflict.
- b) Commission members are strictly prohibited by law from entering into or engaging in any activity defined by RCW 42.23 as a conflict of interest with their official duties as a Jefferson County PUD NO.1 Commissioner.
- c) On an annual basis and in a public forum, each Commissioner shall acknowledge their obligation to disclose any conflicts of interest as defined in RCW 42.23.
- d) On a case by case basis, each Commission member will disclose to the other Commission members, in a public forum, any remote conflicts of interest as defined under RCW 42.23. Disclosure will be noted in the District's official minutes which are public record. A Commissioner with such remote interest will not participate in any discussion and/or debate concerning such interest, will not vote on the matter, and will do nothing to influence any other Commissioner concerning their decision on the matter.
- e) Commission members will adhere to the Jefferson County PUD NO.1 Code of Ethics adopted by the Commission, and shall conduct themselves with civility and respect at all times with one another, with staff, and with members of the public.
- f) Commission members will adhere to the Jefferson County PUD NO.1 policy on appropriate use of District Resources.
- g) Commission members will become familiar with their individual and joint obligations pertaining to the District's directive on reporting alleged improper governmental action, including actions required of the Commission regarding employee complaints of alleged improper governmental actions and/or employee claims of retaliation for reporting alleged improper governmental actions.
- h) Commission members understand that all letters, memoranda and/or interactive computer or electronic information (including e-mail), the subject of which relates to the conduct of the District or the performance of any District function, are public records and may also be subject to disclosure under the Washington Public Records Act. Any such public records shall be provided to the Public Records Officer for inclusion in the District's records management program.

- i) Commission members shall demonstrate loyalty to the interests of Jefferson County PUD NO.1's owners/ratepayers. This loyalty supersedes any conflicting loyalty such as that to advocacy or interest groups and membership on other Boards or staffs. It also supersedes the personal interest of any Commission member acting as a consumer of the District's activities.
- j) Commission members will refrain from accepting a gratuity, compensation or reward because he or she is a Commissioner of the District ~~except as prescribed in Jefferson County PUD NO.1 Employee Handbook; Secs. 104 and/or 108.~~
- k) Commission members may not attempt to exercise individual authority over Jefferson County PUD NO.1 except as explicitly set forth and authorized in Commission policies.
  - 1. Commission members recognize the lack of authority vested in them as individuals in their interactions with the General Manager or with staff, except where explicitly authorized by the Commission.
  - 2. In interactions with the public, press or other entities, Commission members must recognize the same limitation and the inability of any Commission member to speak for the Commission except to repeat explicitly stated and adopted Commission decisions.
  - 3. Commission members are at liberty to exercise their individual freedom of expression, as long as the exercise of this freedom does not put the District at a legal disadvantage.
- l) In accordance with Washington's Open Public Meetings Act, Commission members:
  - 1. Shall not meet outside of Commission-called public meetings to hold discussions or make decisions as defined in RCW 42.30, regarding the business of the District.
  - 2. Shall not meet as a quorum outside of a Commission-called public meeting for the purpose of gathering information.
  - 3. Understand that the requirements of the Washington Open Public Meetings Act applies to communications via telephone, e-mail, instant messaging or other forms of electronic communications. Any exchange of communication between any two Commission members may constitute an official meeting of the Commission and be in violation of the Act.

Commission members may send information to other members of the Commission on an informational basis; however, replies and/or exchanges of communications regarding District business must not occur outside of an official public meeting of the Commission. Any such e-mail or instant messaging sent for informational purposes as described above, by any member of the Commission, shall be sent individually, not as group e-mail. Commissioners will not "reply" to any e-mail received by another member of the Commission.

- m) Members will respect the confidentiality appropriate to issues regarding personnel, real estate transactions, proprietary matters, and attorney-client privileged communications, including those requirements listed under RCW 42.30.110, Executive Sessions and including any other confidential information gained by reason of the Commissioner's position.

The Commission shall ensure that its skills are sufficient to assure excellence in governance of Jefferson County PUD NO.1.

**Specifically:**

- a) New Commission members shall receive training and orientation in Commission governance, policies and procedures.
- b) New Commission members shall receive an orientation on the District's Strategic Positioning Plan.
- c) Commission members shall receive training in the skills of effective communication and decision-making.
- d) The Commission President shall receive training in the facilitation of public meetings.

Jefferson County PUD NO. 1 has a duty to comply with appropriate public records requests as prescribed in the Washington Public Records Act. Commissioners do not give up their status as members of the public and therefore can request such information.

**Because of the special status conferred upon the Commission as elected representatives, each Commissioner agrees that:**

- a) Commission member requests to inspect District documents that do not meet the criteria of a “public record” under RCW 42.56 and/or which may be confidential in nature, shall be forwarded directly to the General Manager, who will provide the requested files, as allowed by law, for review on District premises.
- b) No confidential or original documents shall be taken from District premises except with the authorization of the General Manager.
- c) Commission members shall adhere to the same confidentiality requirements applicable to employees when dealing with the District’s records and other documents. District employee personnel files will not be subject to Commission review pursuant to the District’s directive relating to Employee Records Confidentiality and Access.
- d) Access to District public records may be achieved by providing a “Request for Public Records” to the General Manager.

The Commission may establish ad hoc advisory and standing committees. All committees should include designation of members, chair and a charter describing the committee's purpose.

The Commission will review the committees at least annually to determine whether they should continue.

**Specifically:**

1. Committees will ordinarily assist the Commission by gaining education, considering alternatives and implications, and preparing policy alternatives.
2. Commission committees may not speak or act for the Commission, except when formally given such authority for specific and time-limited purposes.
3. Commission committees cannot exercise authority over staff nor interfere with the delegation from the Commission to the General Manager.
4. Participation in committee meetings shall be in compliance with the provisions of the Open Public Meetings Act, in that if two or more Commission members are present, then the meeting must be properly noticed as a public meeting.
5. This policy applies to any group which is formed by Commission action, whether or not it is called a committee. It does not apply to committees formed under the authority of the General Manager.

Only decisions of the Commission acting as a body are binding upon the General Manager, the General Counsel, the District Auditor, or District Treasurer.

**Specifically, in or out of Commission Meetings:**

- a) Decisions or instructions of individual Commission members are not binding on the General Manager, General Counsel, the District Auditor, or District Treasurer except in instances when the Commission has specifically authorized such exercise of authority.
- b) In the case of Commission members requesting information or assistance without Commission authorization, the General Manager, General Counsel, the District Auditor, or District Treasurer must refuse such requests that require, in their opinion, a conflict of interest between the District and the Commissioner requesting the information or assistance.
- c) Commission members individually may communicate directly with District employees or contractors. However, the Commission as a body and the Commission members will never give direction to persons who report directly or indirectly to the General Manager, with the exception of the General Counsel, District Auditor or District Treasurer. If individual Commission members are dissatisfied with the response they receive, they may seek resolution through the Commission.
- d) The Commission as a body and the Commission members will refrain from evaluating, either formally or informally, the job performance of any District employee other than the General Manager.

The Commission governs Jefferson County PUD NO.1 and is the policy-making body of the District. The Commission operates under the provisions of the Revised Code of Washington, Title 54, Title 42 in part, and all other applicable statutes and laws.

**The Commission is responsible for the following:**

- a) Identifying and defining the purpose, values and vision of the District, along with the results that the District is to achieve, and communicating them in the form of policy.
- b) Making certain operational decisions as are designated by law.
- c) Hiring, evaluating, and terminating the General Manager.

**The General Manager is responsible for the following:**

- a) All operations of the District as well as the business affairs of the District.
- b) Achieving the results established by the Commission within the appropriate and ethical standards of business conduct set by the Commission.
- c) Enforcing District resolutions, administering directives, staff policies and procedures, hiring and terminating all employees, attending meetings of the Commission and reporting on the general affairs of the District, and keeping the Commission advised as to the current and future business needs of the District.
- d) Appointing a person to serve as the District's chief financial officer. This person may be the District Auditor, District Treasurer, or other person with sufficient education and experience to fulfill the duties of the position. Together with the chief financial officer, the General Manager shall ensure that, to the best of their knowledge and belief, financial reports are complete and reliable in all material respects.
- e) Ensuring the smooth continuous operation of the District in the event of the planned or unplanned absence of the General Manager.
- f) Interacting with the public and other utilities and government agencies, pursuant to policies and direction adopted by the Commission.
- g) Perform other responsibilities as may be appropriately delegated by the Commission.

The General Counsel provides legal counsel to the District and to the Commission. The General Counsel reports both to the Commission and to the General Manager.

The Commission is ultimately responsible for hiring and terminating the General Counsel. As a general practice, the Commission and the General Manager shall participate jointly in hiring and terminating the General Counsel.

The General Counsel shall advise the Commissioners regarding potential conflict of interest issues or ethical matters. General Counsel shall provide assistance to individual Commissioners in complying with applicable statutes and laws only when such advice does not conflict with the General Counsel's obligations to the District or to specific direction of the Commission.

The General Manager is responsible for evaluating the General Counsel's performance. The General Manager shall solicit the Commissioner's input in evaluating the performance of the General Counsel, and the Commission may, at its discretion, participate in that evaluation.

**With respect to the Commission, the General Counsel shall:**

- a) Give his or her advice or opinion whenever he or she deems it necessary or when required by the Commission.
- b) Inform the Commission of material legal issues impacting the District or the Commission.
- c) When necessary, act independently of the General Manager.
- d) Provide counsel to the Commission and individual Commission members with regard to conflict of interest issues.
- e) Provide counsel to the Commission and individual Commission members with regard to other ethical matters.
- f) Assist the Commission members in complying with applicable statutes and laws.
- g) The General Counsel shall not provide legal counsel to Commission members except as it relates to their role as Jefferson County PUD NO.1 Commission members.

The District Auditor (Auditor) and District Treasurer (Treasurer) serve in the capacity set forth by Title 54 of the Revised Code of Washington.

The General Manager shall recommend the appointments of Auditor and Treasurer for approval by the Commission. The Commission, by resolution, shall designate an Auditor and this person shall be a District employee other than the General Manager or Treasurer. The Commission, by resolution, may designate some other person having experience in financial or fiscal matters as Treasurer and this person shall be other than the General Manager or Auditor. The Auditor and Treasurer shall perform those duties specified by RCW 54.24.010 and shall be granted direct access to the Commission as necessary in the performance of these duties.

The General Manager may assign additional duties to the Auditor and Treasurer as long as these duties do not interfere with the Auditor and Treasurer duties as specified by law. The General Manager shall consult with the Commission in advance regarding his or her intention to terminate the Auditor or Treasurer.

The Director of finance shall provide periodic reports to the Commission summarizing cash and investment activity, and current financial analysis of the district.

The Auditor shall issue warrants for claims against the District. As soon as practical after issuance of such warrants, the Auditor shall provide a list of all warrants issued, and shall certify to the Commission that such disbursements satisfy just, due and unpaid obligations of the District, in a manner specified by the State Auditor. In order that the Auditor may provide such certification, the Auditor shall conduct internal reviews and audits that provide reasonable assurance as to the internal control systems that provide for the safeguarding of assets from unauthorized use or disposition, adherence to plans, policies, and procedures, and compliance with applicable laws and regulations.

If the Commission disapproves a claim on the District, the Auditor shall recognize the claim as a receivable of the District and pursue collection.

The Auditor, in the performance of his or her duties, shall have unlimited access to all activities, records, property and personnel of the District.

At the direction of the Commission, the Auditor shall serve as the chief liaison with all external audit agencies, shall coordinate the proper independent audit of annual financial statements, and shall ensure that the results and findings of such audits are reported to the Commission. In acting in this capacity, the Auditor does not relieve the Commission of its financial oversight responsibilities.

The Commission will instruct the General Manager through written policies, normally in the form of resolutions, motions, or minute entries, that define the results that the organization is to achieve, and which describe the delegation of authority to the General Manager.

**Specifically:**

- a) The Commission shall develop policies that define the delegation to the General Manager with regard to the General Manager's authority.
- b) The General Manager is authorized to establish all further policies, make all decisions, take all actions, establish all practices, and develop all activities to achieve the goals set forth by the Commission for the District.
- c) The General Manager must bring to the Commission's attention; circumstances that affect the goals established by the Commission and may request the Commission to take appropriate actions.
- d) The Commission may change its delegation to the General Manager at any time, thereby expanding or limiting the authority of the General Manager. Whenever a particular delegation is in place, the Commission will abide by the General Manager's decisions in those areas that are delegated to him or her.

By resolution, the Commission shall set forth the authority of the General Manager to manage and expend District funds in accordance with financial policies and budgetary limits. Procurement of goods and services shall take place in accordance with applicable legal requirements in a fair, competitive and inclusive manner to maximize the benefit to the District's ratepayers/customers.

### **Financial Policies**

The Commission, by resolution, shall adopt financial policies that provide guidance to the General Manager in managing the finances of the District and in developing budgets, financial plans and rates. At a minimum, these policies shall 1) provide for sufficient liquidity relative to the District's risk profile, 2) provide for adequate coverage to meet debt covenants, 3) establish criteria for debt and rate - financed capital expenditures, 4) require that budgets be developed based on conservative and prudent assumptions consistent with standard industry practice, and 5) establish budgetary and procurement controls over expenditures.

### **Budgetary Authority**

The Commission, by resolution, shall approve the District's budget prior to the start of each calendar year. The District's financial transactions shall be recorded within proprietary fund(s) adopted by the Commission. As such, the District does not have governmental funds with legally adopted budgets that carry the force of law. The General Manager shall manage the District's operations within the approved budget levels consistent with authority levels set forth in the financial policies.

### **Procurement Authority**

The Commission, by resolution, shall establish procurement authorities and guidelines for the General Manager consistent with state laws and regulations. The General Manager shall establish procurement controls that provide reasonable assurance that the procurement of goods and services are made for a valid business purpose and within authorized budget levels.

It is District policy that procurement decisions be made free from actual or perceived conflicts of interest consistent with the District's Code of Ethics.

It is District policy that due diligence and prudent judgment be exercised in the making of procurement decisions, including conducting a risk assessment. If the General Manager reasonably determines that a procurement activity presents, regardless of the size of the financial commitment, either: (i) a unique and significant operational risk to the District; or (ii) a significant impact to customers, the General Manager shall inform the Commission.

The General Manager's job performance shall be evaluated by comparing the organization's operations and results and the General Manager's performance to the policies established by the Commission.

**Specifically:**

- a) The Commission shall evaluate the General Manager's performance on an annual basis.
- b) The evaluation will be based on an evaluation of the organization's performance and the General Manager's personal performance against the results established by the Commission.
- c) The General Manager shall propose performance criteria in December for the following year that represents his or her reasonable interpretation of achieving the results defined by the Commission.

Approved by the Board of Commissioners on 4 August 2015,

\_\_\_\_\_  
Wayne King, Commissioner

\_\_\_\_\_  
Ken Collins, Commissioner

\_\_\_\_\_  
Barney Burke, Commissioner

**ATTACHMENTS (AS DEVELOPED and MODIFIED)**

**MISSION STATEMENT**

**PUD VISION**

**PUD STRATEGIC PLAN AND OPERATIONAL FOCUS**

**LISTING OF PUD POLICES**

**JOB DESCRIPTIONS**

PUD MISSION STATEMENT

PUBLIC UTILITY DISTRICT #1 OF JEFFERSON COUNTY  
MISSION STATEMENT

PUD VISION STATEMENT

**PUBLIC UTILITY DISTRICT #1 OF JEFFERSON COUNTY  
VISION STATEMENT**

**PUBLIC UTILITY DISTRICT #1 OF JEFFERSON COUNTY  
STRATEGIC PLAN**

**PUBLIC UTILITY DISTRICT #1 OF JEFFERSON COUNTY  
ORGANIZATIONAL CHART**

PUD POLICIES

PUBLIC UTILITY DISTRICT #1 OF JEFFERSON COUNTY  
POLICIES

Management

Personnel

Operational



**Resolution in Support of the Operation of Columbia Generating Station,  
a Carbon-Free Source of Affordable Electricity**

**Month, Day, Year**

Whereas [#meters] customers in [county/city] rely on [Utility] for a reliable supply of electricity at affordable prices.

Whereas, [Utility] is committed to providing its customers with as much of their electricity as economically possible from carbon-free generating resources.

Whereas, [Utility] is a member of Energy Northwest, a Joint Operating Agency of the State of Washington, that is committed to producing electricity from carbon-free generating resources.

Whereas, Energy Northwest operates the Columbia Generating Station, a nuclear power plant that is the largest source of carbon-free electricity in the State of Washington after the state's indigenous supply of clean hydroelectric power.

Whereas Columbia Generating Station has an exemplary record of safe and reliable operation, producing enough low-cost, carbon-free electricity each year to supply a city the size of Seattle, Washington.

Whereas the replacement of Columbia Generating Station by a similarly reliable source of electricity would add at least 3,000,000 tons of carbon to the atmosphere each year, which would adversely affect efforts to combat climate change. (1)

Whereas, the U.S. Nuclear Regulatory Commission, following extensive safety and environmental technical reviews, and onsite inspections, found that the Columbia Generating Station can continue its safe and reliable operation through 2043.

Whereas the Board of Commissioners/City Council of [Utility/City] has found that the operation of Columbia Generating Station is essential to ensuring that its customers receive a continuing supply of affordable, carbon-free electricity.

Therefore the Board of Commissioners/City Council of [Utility/City] resolves that Energy Northwest should take all possible steps to ensure the continued safe and reliable contribution of Columbia Generating Station, through its lifecycle, to the northwest clean energy mix, as approved by the U.S. Nuclear Regulatory Commission.

(1)  $8760 \text{ hours} \times 90\% \text{ capacity factor} \times 1,190 \text{ MWs} \times 700 \text{ lbs CO}_2 \text{ per MWh}$  from the most efficient CCGT. Columbia historically runs at greater than 90% capacity; according to a separate 2014 study by IHS Cambridge Energy Research Associates (Boston, Mass.), Columbia prevents 3.6 million metric tons of CO<sub>2</sub> emissions annually compared to the most feasible replacement option of efficient natural gas-fired generation.

## **Why Staff is Recommending This Service:**

- Broader pool of applicants; avoid running into non-responsive inquiries for bids as we have been over the last two years.
- MRSC checks the contractors' qualifications to ensure that they meet RCW requirements and also verify the contractors' eligibility to be on a small works roster and perform public work.
- Meets strategic plan goals to: a) work toward paperless office, and b) improve records management (MRSC offers records retention assistance). Completely paperless process.
- No more annual paperwork for the contractor or the PUD. They get an email each year to renew and verify information. The two filing drawers of roster paperwork disappear.
- Allows us to manage consultant rosters online as well so this would work for all the water and electrical consultants.
- Cost of participation to District is low- \$240 a year and includes all required publications. We currently spend approximately \$150/yr. on publishing the roster twice annually, per RCW requirements. For \$90 more per year, they manage the publications and the whole roster process from start-to-finish. We spend much more than \$90 a year in labor and materials to manage this in-house.
- There is no cost to contractors and consultants to sign up to be on the rosters and it also can help them gain a bigger pool of potential clients. For \$50 they can even upgrade and apply for blanket county-wide rosters throughout the state.
- Easier to keep track of which businesses have been called to ensure/demonstrate to the State Auditor's office our compliance and fairness in outreach for bids.
- MRSC has online assistance with RCWs regarding small works rules and regulations.
- MRSC offers free, comprehensive transition assistance for public agencies along with templates to help notify contractors of the switch to MRSC and to assist them in signing up on the website.

# Municipal Research and Services Center of Washington (MRSC)

Private, nonprofit agency in business for over 75 years based out of Seattle.

## Some current local participating agencies:

### Mason County Public Agencies

Belfair Water District #1  
City of Shelton  
Harstine Pointe Water Sewer District  
Mason County  
Mason County Fire District 5 (Central Mason Fire & EMS)  
Mason County Transit (MTA)  
North Mason School District #403  
Port of Hoodspout  
Port of Shelton

### Thurston County Public Agencies

City of Lacey  
City of Olympia  
City of Tumwater  
City of Yelm  
Lacey Fire District 3  
Olympia School District  
Port of Olympia  
Thurston County  
Thurston County Fire Protection District #17  
Tumwater School District #33

In addition to dozens of utility districts state-wide, including Benton PUD.

## Public Agency Membership Information

MRSC Rosters is a roster service that saves staffing and financial resources for WA local governments by providing full maintenance or their individual rosters.

### Full maintenance includes:

- Hosting of Small Public Works Roster and Consultant Roster
- Biannual Roster Legal Notice
- Business Registration and Renewal Support
- Initial Verification of Business Eligibility
- Searchable Online Roster Database
- Records Retention Assistance

### Membership Fee:

Total Capital Expenditures	Annual Membership Fee
Less than 5 million	\$120
5 to 10 million	\$240
10 to 15 million	\$360
15 to 25 million	\$480
25 to 50 million	\$600
More than 50 million	\$900

Total Capital Expenditures (TCE) are based on the most recent complete fiscal year or an average of the past 5 years if the most recent complete fiscal year is unusual. TCE for cities are the total of BARS code lines 594 and 595 and similar BARS codes for other Public Agencies.

## Jefferson

- City of Port Townsend \*
- Fort Worden Public Development Authority \*
- Jefferson County \*
- Jefferson County Fire Protection District 1 \*
- Jefferson County Fire Protection District No. 2
- Jefferson County Fire Protection District No. 3
- Jefferson Transit Authority
- Peninsula Housing Authority \*
- Port of Port Townsend \*
- Port Townsend School District # 50
- Quilcene School District No. 48



# MRSC ROSTERS MODEL SMALL PUBLIC WORKS, CONSULTANT, and VENDOR ROSTERS RESOLUTION

Resolution No. \_\_\_\_\_

[governing body] = council, board, commission, etc.

[name of agency] = name of city, county, district, authority

[type of agency] = city, county, district, authority

[executive officer] = mayor, chairman, manager, etc.

A RESOLUTION OF THE [governing body] OF [name of agency], WASHINGTON, ON THE SUBJECTS OF ESTABLISHING A SMALL PUBLIC WORKS ROSTER PROCESS TO AWARD PUBLIC WORKS CONTRACTS, A CONSULTING SERVICES ROSTER FOR ARCHITECTIURAL, ENGINEERING, AND OTHER PROFESSIONAL SERVICES, AND A VENDOR ROSTER FOR GOODS AND SERVICES NOT RELATED TO PUBLIC WORKS CONTRACTS.

WHEREAS, RCW 39.04.155 and other laws regarding contracting for public works by municipalities, allow certain contracts to be awarded by a small works roster process; and

WHEREAS, Ch. 39.80 RCW and other laws regarding contracting for consulting services by municipalities allow certain contracts to be awarded by a consultant roster process; and

WHEREAS, RCW 39.04.190, regarding purchase of materials, supplies, or equipment not connected to a public works project, allows certain purchasing contracts to be awarded by a vendor roster process;

NOW, THEREFORE, THE [governing body] OF [name of agency], WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

**Section 1.** Resolution No. \_\_\_\_\_ is hereby repealed.

**Section 2.** **MRSC Rosters.** The [type of agency] has contracted [wishes to contract] with the Municipal Research and Services Center of Washington (MRSC) to have their official rosters hosted in the online database for [type of agency] use for small public works contracts, consulting services, and vendor services developed and maintained by MRSC through MRSC Rosters [and authorizes [type of agency] Staff to sign that contract].

**Section 3.** **Small Public Works Roster.** The following small works roster procedures are established for use by the [type of agency] pursuant to RCW 39.04.155:

1. **Cost.** The [type of agency] need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair, or improvement of real property where the estimated cost does not exceed Three Hundred Thousand Dollars (\$300,000.00), which includes the costs of labor, material, equipment, sales, or use taxes as applicable. Instead, the [type of agency] may use the Small Public Works Roster procedures for public works projects as

set forth in this resolution. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process.

2. **Publication.** At least once a year, MRSC shall, on behalf of the [type of agency], publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the small works roster and solicit the names of contractors for the small works roster. MRSC shall add responsible contractors to the small works roster at any time that a contractor completes the online application provided by MRSC, and meets minimum State requirements for roster listing.
3. **Telephone, Written, or Electronic Quotations.** The [type of agency] shall obtain telephone, written, or electronic quotations for public works contracts from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to a contractor who meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). The [type of agency] may establish supplementary bidder criteria under RCW 39.04.350 (2) to be considered in the process of awarding a contract.
  - a) A contract awarded from a small works roster will not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.
  - b) Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. "Equitably distribute" means that the [type of agency] may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.

If the estimated cost of the work is from one hundred and fifty thousand dollars (\$150,000) to three hundred thousand dollars (\$300,000), the [type of agency] may choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster but must notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The [type of agency] has the sole option of determining whether this notice to the remaining contractors is made by:

- (i) publishing notice in a legal newspaper in general circulation in the area where the work is to be done;
  - (ii) mailing a notice to these contractors; or
  - (iii) sending a notice to these contractors by facsimile or email.
- c) At the time bids are solicited, the [type of agency] representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project;
- d) A written record shall be made by the [type of agency] representative of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award

is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.

4. **Limited Public Works Process.** If a work, construction, alteration, repair, or improvement project is estimated to cost less than thirty-five thousand dollars(\$35,000), the [type of agency] may award such a contract using the limited public works process provided under RCW 39.04.155 (3). For a limited public works project, the [type of agency] will solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010. After an award is made, the quotations shall be open to public inspection and available by electronic request.

For limited public works projects, the [type of agency] may waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, material men, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works project. However, the [type of agency] shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

The [type of agency] shall maintain a list of the contractors contacted and the contracts awarded during the previous 24 months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.

5. **Determining Lowest Responsible Bidder.** The [governing body] shall award the contract for the public works project to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the [governing body] may call for new bids. A responsible bidder shall be a registered or licensed contractor who meets the mandatory bidder responsibility criteria established by Chapter 133, Laws of 2007 (SHB 2010) and who meets any supplementary bidder responsibility criteria established by the [type of agency].
6. **Award.** All of the bids or quotations shall be collected by the [executive officer] or his designee.
  - a) The [executive officer] or his designee shall then present all bids or quotations and their recommendation for award of the contract to the [governing body]. The [governing body] shall consider all bids or quotations received, determine the lowest responsible bidder, and award the contract; or
  - b) If the [governing body] delegates the authority to award bids to an [executive officer] of the [type of agency] for public works projects costing less than or equal to \$ \_\_\_\_\_, the [executive officer] shall have the authority to award public works contracts without [governing body] approval, provided that the [governing body] shall ratify the [executive officer]'s approval at the next scheduled [governing body] meeting by means of the consent agenda. For public works projects costing more than \$ \_\_\_\_\_, the [governing body] shall award all public works contracts.

**Section 4. Consulting Services Roster.** The following consulting services roster procedures are established for use by the [type of agency] pursuant to RCW 39.80.030:

1. **Consulting Services.** Consulting services are professional services that have a primarily intellectual output or product and include architectural and engineering services as defined in RCW 39.80.020.
2. **Publication.** At least once a year, MRSC shall, on behalf of the [type of agency], publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the consulting services roster and solicit the names of consultants for the consulting services roster. MRSC shall add responsible consultants to the consulting services roster at any time that a consultant completes the online application provided by MRSC, upload a Statement of Qualifications, and meets minimum State requirements for roster listing.
3. **Review and Selection of the Statement of Qualifications Proposals.** The [type of agency] shall use the following process to select the most highly qualified Architectural or Engineering firm off of the Consulting Services Roster to provide the required services:
  - a) The [governing body] shall establish criteria that the [executive officer], or their designee, must consider in evaluating Architectural or Engineering firms for a given project. Such criteria shall include a plan to insure that minority and women-owned firms and veteran-owned firms are afforded the maximum practicable opportunity to compete for and obtain public contracts for architectural or engineering services. The level of participation by minority and women-owned firms and veteran-owned firms shall be consistent with their general availability within the jurisdiction of the [name of agency]
  - b) The [executive officer], or their designee, shall evaluate the written statements of qualifications and performance data on file with the [name of agency] at the time that architectural or engineering services are required;
  - c) Such evaluations shall be based on the criteria established by the [governing body]; and
  - d) The [executive officer], or their designee, shall conduct discussions with one or more firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services.
  - e) The firm deemed most highly qualified by the agency to do the project will be selected.
4. **Award.**
  - a) The [governing body] considers the proposal received and awards the contract; or
  - b) If the [governing body] delegates the authority to award projects to an [executive officer] of the [type of agency] for consulting services costing less than or equal to \$\_\_\_\_\_, the [executive officer] shall have the authority to award contracts for consulting services without [governing body] approval, provided that the [governing body] shall ratify the [executive officer]'s approval at the next scheduled [governing body] meeting by means of the consent agenda. For consulting services costing more

than \$ \_\_\_\_\_, the [governing body] shall award all contracts for consulting services.

**Section 5. Vendor List Roster.** The following vendor list roster procedures are established for use by the [type of agency] pursuant to RCW 39.04.190:

1. **Purchase of materials, supplies, or equipment not connected to a public works project.** The [type of agency] is not required to use formal sealed bidding procedures to purchase materials, supplies, or equipment not connected to a public works project where the cost will not exceed \$ \_\_\_\_\_. The [type of agency] will attempt to obtain the lowest practical price for such goods and services.
2. **Publication.** At least twice per year, MRSC shall, on behalf of the [type of agency], publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the vendor list roster and solicit the names of vendors for the vendor list roster. MRSC shall add responsible vendors to the vendor list roster at any time when a vendor completes the online application provided by MRSC, and meets minimum State requirements for roster listing.
3. **Telephone, Written, or Electronic Quotations.** The [type of agency] shall use the following process to obtain telephone or written quotations from vendors for the purchase of materials, supplies, or equipment not connected to a public works project:
  - a) A written description shall be drafted of the specific materials, supplies, or equipment to be purchased, including the number, quantity, quality, and type desired, the proposed delivery date, and any other significant terms of purchase;
  - b) The [executive officer], or their designee, shall make a good faith effort to contact at least three (3) of the vendors on the roster to obtain telephone or written quotations from the vendors for the required materials, supplies, or equipment;
  - c) The [executive officer], or their designee, shall not share telephone or written quotations received from one vendor with other vendors soliciting for the bid to provide the materials, supplies, or equipment;
  - d) A written record shall be made by the [executive officer], or their designee, of each vendor's bid on the material, supplies, or equipment, and of any conditions imposed on the bid by such vendor;
4. **Determining the Lowest Responsible Bidder.** The [type of agency] shall purchase the materials, supplies, or equipment from the lowest responsible bidder, provided that whenever there is reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the [type of agency] may call for new bids.
5. **Award.** All of the bids or quotations shall be collected by the [executive officer] or his designee. The [executive officer], or their designee, shall create a written record of all bids or quotations received, which shall be made open to public inspection or telephone inquiry after the award of the contract. Any contract awarded under this subsection need not be advertised.

- a) The [executive officer], or their designee, shall then present all bids or quotations and their recommendation for award of the contract to the [governing body]. The [governing body] shall consider all bids or quotations received, determine the lowest responsible bidder, and award the contract; or
  - b) If the [governing body] delegates the authority to award bids to an [executive officer] of the [type of agency] for materials, supplies, or equipment costing less than or equal to \$ \_\_\_\_\_, the [executive officer] shall have the authority to award public works contracts without [governing body] approval, provided that the [governing body] shall ratify the [executive officer]'s approval at the next scheduled [governing body] meeting by means of the consent agenda. For materials, supplies, or equipment costing more than \$ \_\_\_\_\_, the [governing body] shall award all vendor contracts.
6. **Posting.** A list of all contracts awarded under these procedures shall be posted at [type of agency] main administrative offices once every two months. The list shall contain the name of the vendor awarded the contract, the amount of the contract, a brief description of the items purchased, and the date it was awarded.

PASSED this \_\_\_ day of \_\_\_\_\_, 20\_\_ and signed in authentication of its passage this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
[executive officer]

ATTEST:

\_\_\_\_\_  
CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
[type of agency] ATTORNEY

## **PUD request for qualifications for architectural/planning services**

Request for qualifications (RFQ) data to furnish architectural/engineering services to prepare alternatives to address JPUD's need for expansion of its Public Facilities. JPUD requests a Letter of Interest (LOI) and a Statement of Qualifications (SOQ) from interested, qualified firms (or groups) to conduct a Services and Needs Assessment for current and possible future PUD facilities, evaluate Site Alternatives, and develop Conceptual Design Options for the development of a JPUD administration Office. Interested parties should go to the PUD website ([jeffpud.org](http://jeffpud.org)) to [view the entire RFQ, scope of work, and requirements](#). *Deadline for Submittals:* Responses will be accepted until 5:00 PM, Wednesday, February 22, 2017. The selected firm (or group) for this project would need to immediately work with JPUD to execute a contract and begin necessary responsibilities. Questions regarding this invitation should be directed to Annette Johnson, 310 Four Corners Road, Port Townsend WA 98368, or [ajohnson@jeffpud.org](mailto:ajohnson@jeffpud.org).

## RESOLUTION NO. 2016-021

A Resolution of the Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington ("the PUD"), appointing a District Auditor in accordance with RCW 54.24.010 and Providing the District Manager authority to pay vendors, employees, and contractors.

WHEREAS, by Resolution 2016-005, Tammy Esslinger-Lehman, was appointed by the PUD Commissioners as the PUD District Interim Financial Director and District Auditor; and

WHEREAS, the PUD has since hired a Controller and is in the process of hiring a new District Chief Financial Director; and

WHEREAS, the PUD Commissioners must appoint an Auditor in accordance with RCW 54.24.010 (2) and PUD Governance Policy 13 to issue warrants upon orders or vouchers approved by the PUD Commissioners and to perform other duties required by law; and

WHEREAS, the PUD has legal responsibility to provide timely payments to its employees, consultants, and vendors; and

WHEREAS, the PUD Governance Policy states "As soon as practical *after issuance of such warrants*, the Auditor shall provide a list of warrants issued, and shall certify to the Commission that such disbursements satisfy just, due and unpaid obligations of the District, in a manner specified by the State Auditor."; and

WHEREAS, the PUD Commissioners have directed the General Manager to prepare and send Board of Commissioner regular meeting agendas and supporting materials no later than the preceding Thursday before the following Tuesday board meeting, when the prior practice was to send such materials 24 hours before the meeting, and

WHEREAS, providing said Board meeting materials earlier will enable the Board and public to have more time to review these materials but will require the District Manager, through the Auditor, be authorized to make the payments described to meet legal and operational requirements.

NOW, THEREFORE, the Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington hereby:

1. Appoints Kim Younger as the District Auditor effective 1 November 2016.

2. Authorizes the District Manager to direct the County Treasurer to issue wire transfers to BPA and RUS as required, and to issue PUD warrants to other PUD vendors, employees, and for other PUD transactions less than \$100,000 dollars in individual value.

3. Requests that certification of all disbursements and supporting documentation be provided to the Commissioners at each regular meeting for review and approval.

ADOPTED by the Commission of Public Utility District No. 1 of Jefferson County, Washington, at a regular open meeting held this 1st day of November 2016

BOARD OF COMMISSIONERS:

\_\_\_\_\_  
Kenneth Collins  
President

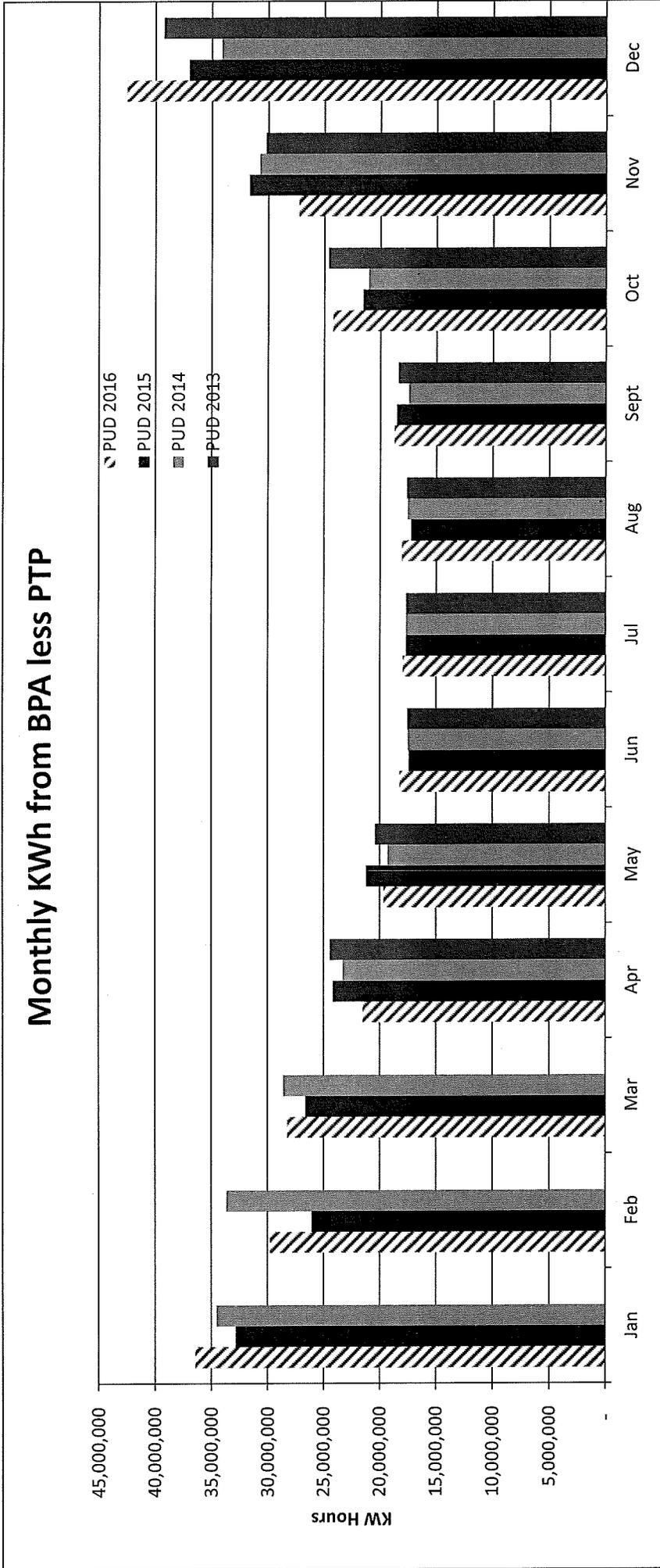
\_\_\_\_\_  
Barney Burke  
Vice President

ATTEST:

\_\_\_\_\_  
Wayne G. King  
Secretary

*payments to taxing authorities,  
and transfer funds to the PUD's payroll  
bank account and  
Jefferson  
County  
Treasurer*

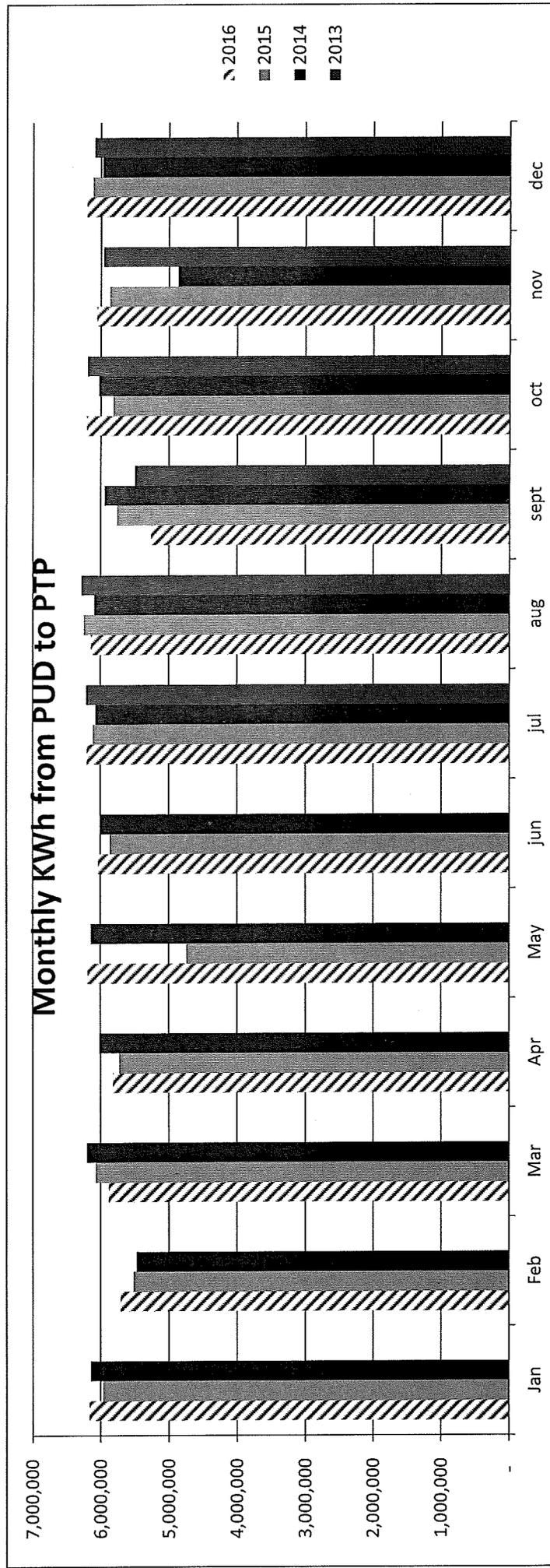
Year end 2016



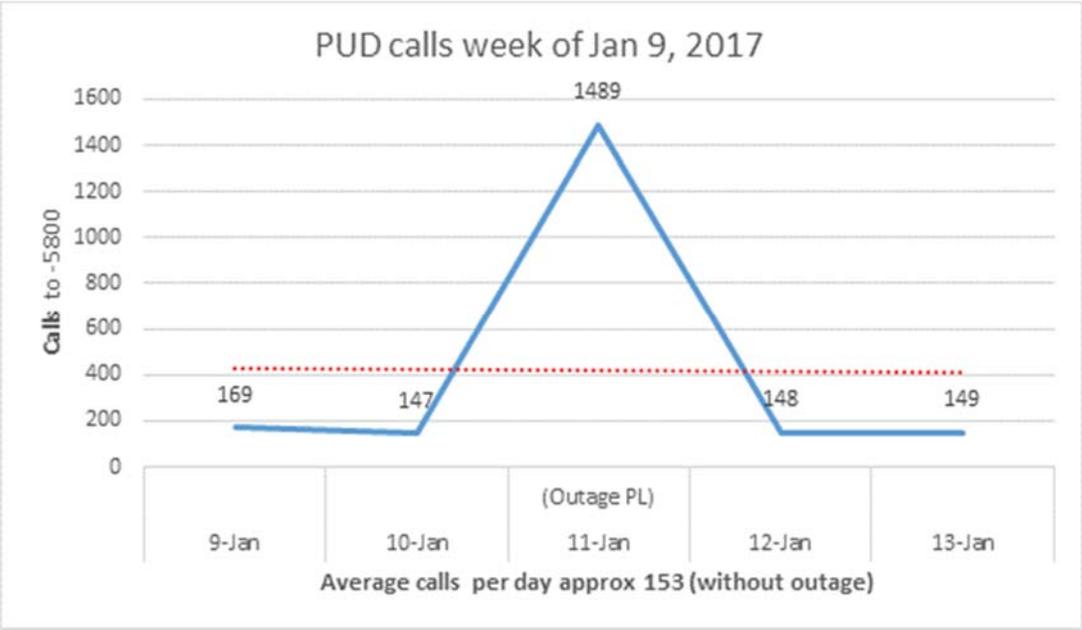
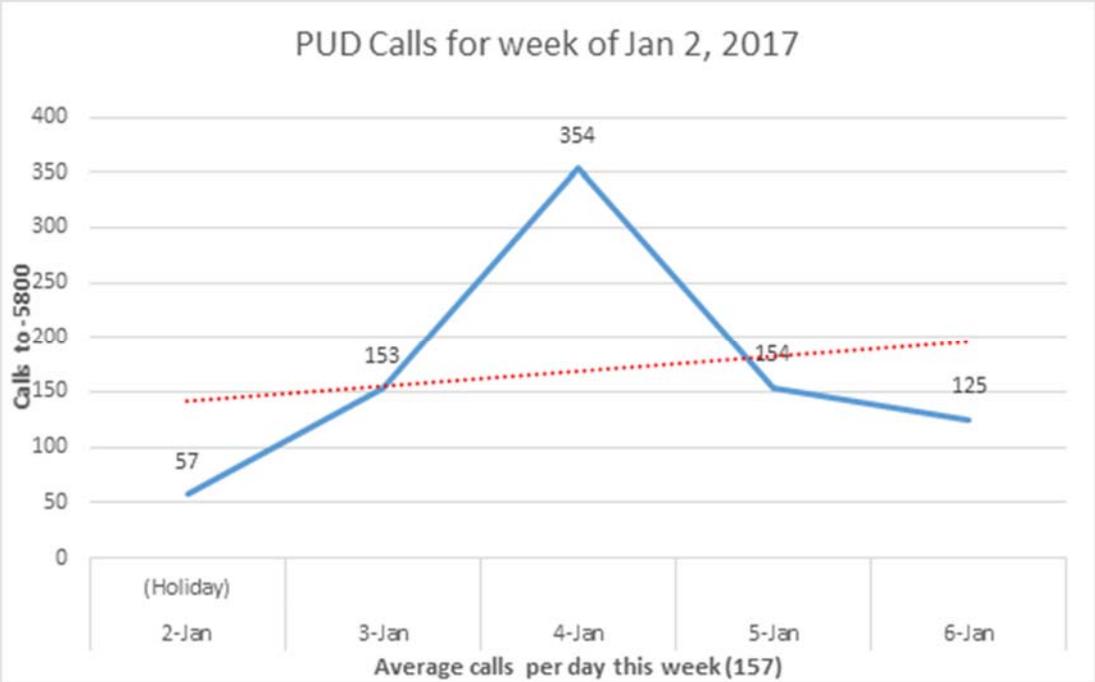
Kwh

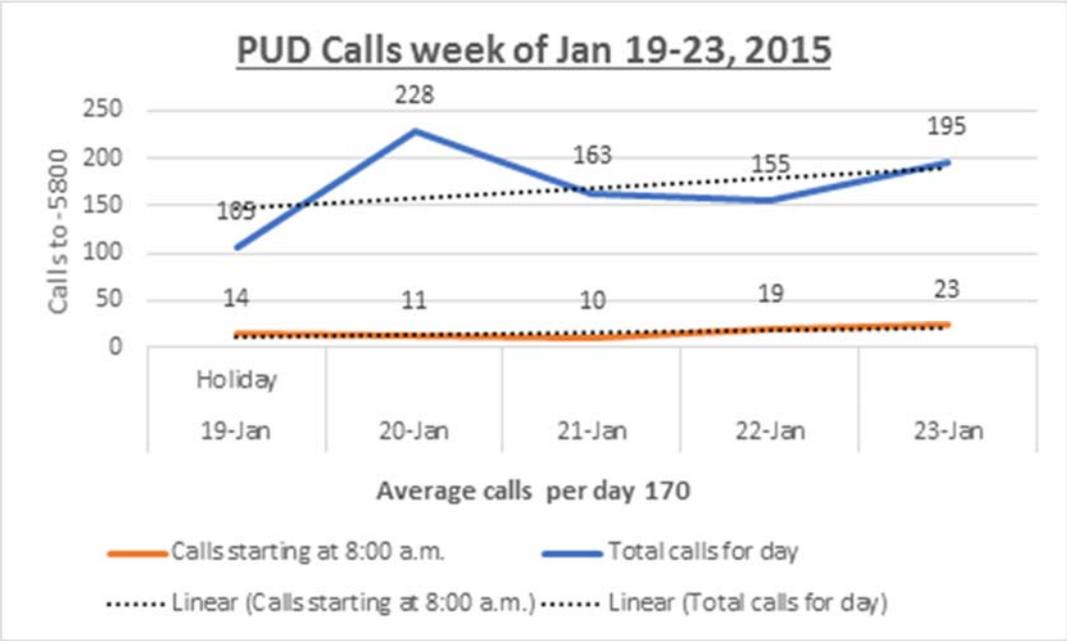
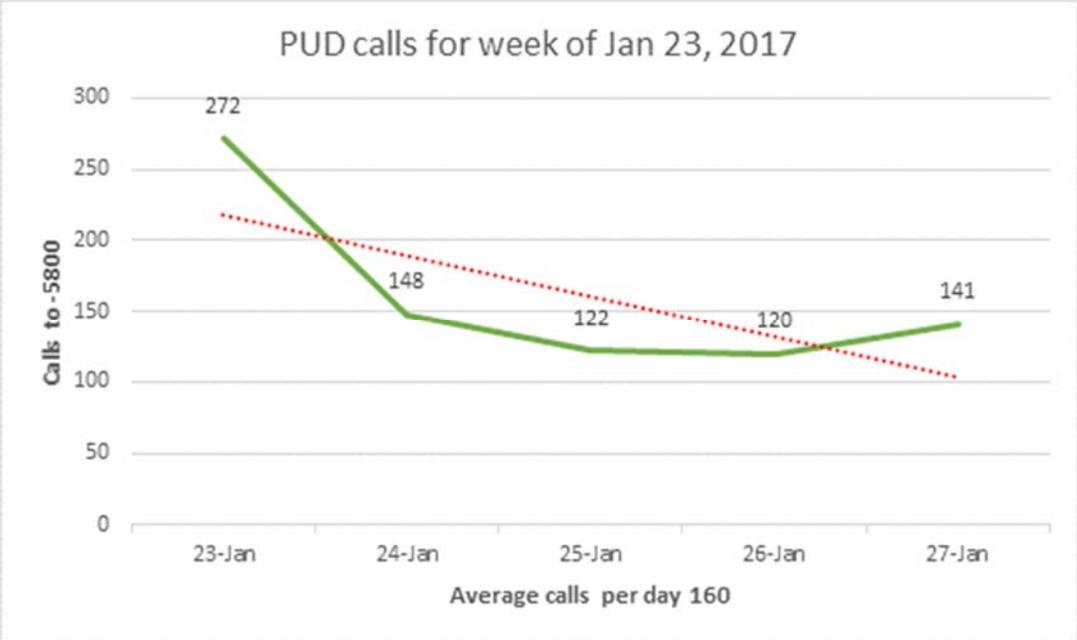
TOTAL	2013	210,142,583
"	2014	295,536,797
	2015	292,068,078
	2016	302,685,154

year end 2016



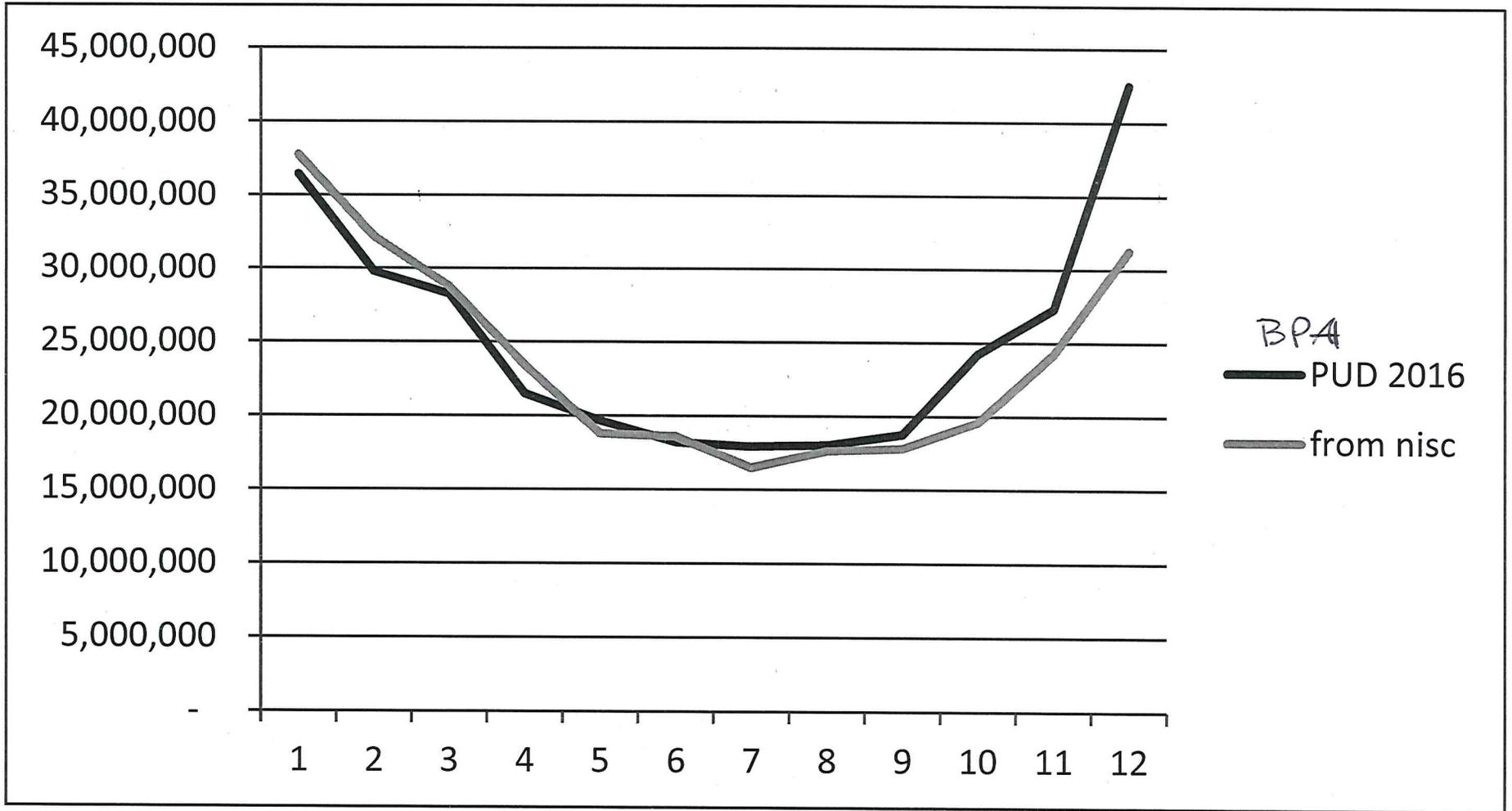
PT Paper 71,904,660  
 2015 70,961,610  
 2016 68,806,936  
 2017





# Kwh Purchased versus Billed

Kwh



2016



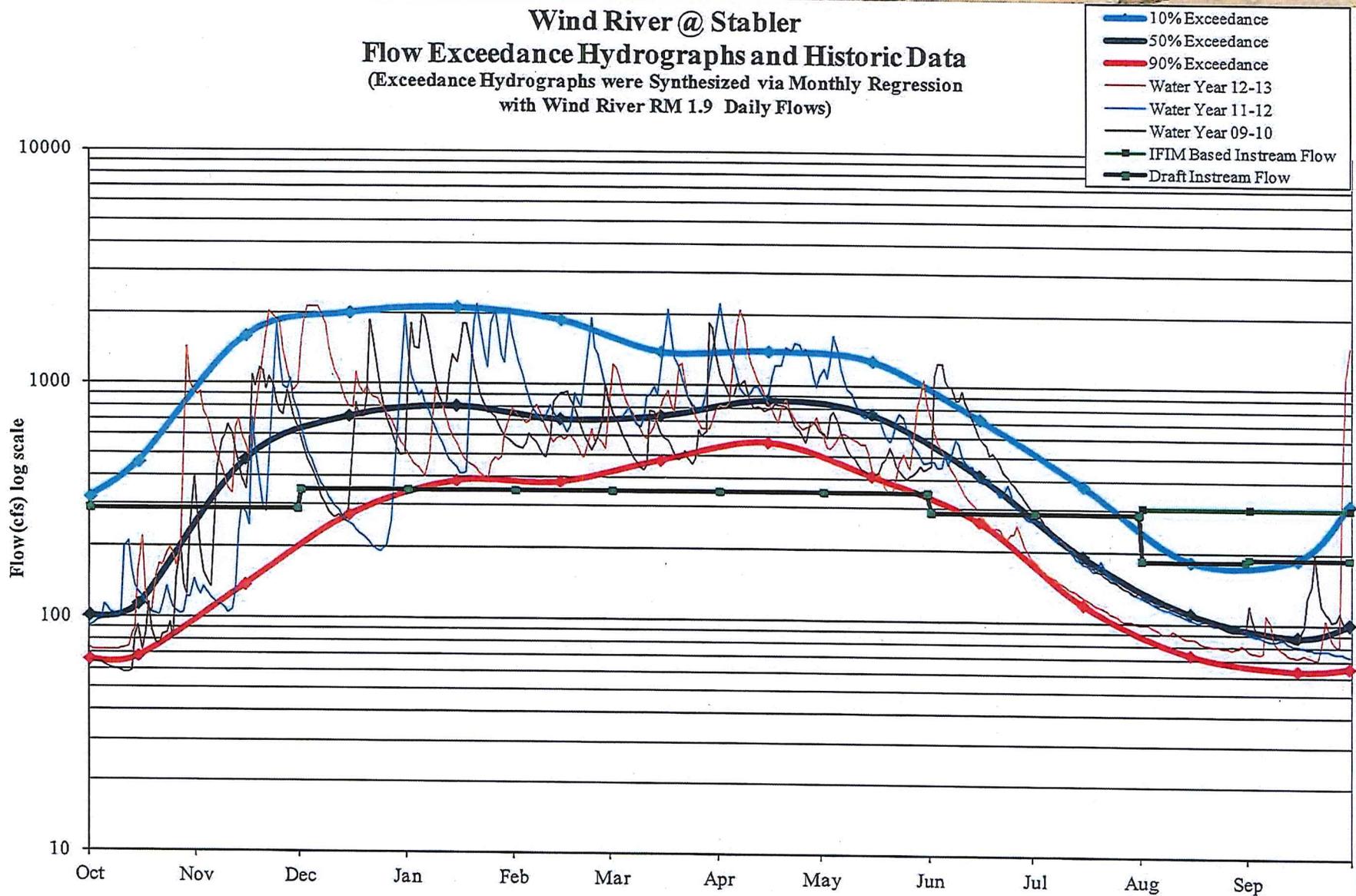
## 2016 WATER SYSTEM DATA

% A produce-sold  
~~W~~ sold

SYSTEM	WATER PRODUCTION(gals)	BACKWASH WATER	CUSTOMER WATER USED	% UNACCOUNTED
GARDINER	9,253,300	0	7,451,290	19.47
LUD#3	13,576,020	0	13,405,840	1.25
SKYWATER	850,230	0	848,910	0.16
BISHOP RIDGE	746,000	0	739,420	0.88
MATS VIEW	1,266,560	0	1,151,400	9.09
TRITON COVE	1,736,300	0	1,442,050	16.95
QUILCENE	2,336,330	0	2,089,290	10.57
BYWATER	16,761,640	404,900	15,813,210	3.32
LAZY 'C'	3,448,400	0	3,357,250	2.64
VAN-D-CAR	727,010	0	718,740	1.14
VALIANI	114,790	0	108,130	5.80
SNOW CREEK	1,453,400	33,570	1,359,860	4.22
COYLE	4,664,000	0	1,895,740	59.35
QUIMPER (tri area, GCS, Kala Point and LUD#3 after Oct.)	218,343,530	8,576,400	199,324,410	4.98

# Exceedance Graphs - Achievability Test

Wind River @ Stabler  
Flow Exceedance Hydrographs and Historic Data  
(Exceedance Hydrographs were Synthesized via Monthly Regression  
with Wind River RM 1.9 Daily Flows)



Registration is closing soon for our upcoming FREE Infrastructure Funding Trainings in Mount Vernon (02/07/2017) and Aberdeen (02/09/2017)! The same training will be offered both days, at two different locations.

CEU/CML credits are available!

Free day long training includes complimentary breakfast and lunch. Register now!

REGISTRATION AND MORE INFORMATION: <http://www.pwb.wa.gov/Resource-Center/Training/Pages/default.aspx>

**Registration Now Open!**  
Closes 02/01/2017



## FREE TRAINING OPPORTUNITIES

(Same training – two different locations)

**MT VERNON**  
Tuesday, February 7, 2017  
**WorkSource Skagit**

AND

**ABERDEEN**  
Thursday, February 9, 2017  
**Rotary Log Pavilion**

Staff from the Departments of [Health](#), [Ecology](#), and [Commerce](#), [USDA Rural Development](#), [Rural Community Assistance Corporation](#), [Community Development Block Grant](#), [Transportation Improvement Board](#), [Public Works Board](#), and other funding programs will be available to explore your community's infrastructure needs!

### Training Track:

- ◆ Funding Panel Overview
- ◆ Project Planning & Cost Effectiveness
- ◆ Rate Setting
- ◆ Asset Management

**For more information and to register:** [PWB Website Resource Center/Training](http://www.pwb.wa.gov/Resource-Center/Training)

**Tech Teams:** Due to feedback we received at our previous trainings last fall, we will NOT be offering Tech Teams at these trainings, in order for participants to maximize their training time. We will offer Tech Teams individually to jurisdictions. We can come out to your site, or we can hold these via conference call or Skype. Please contact Carrie Calleja for more info: 360-725-3015, [carrie.calleja@commerce.wa.gov](mailto:carrie.calleja@commerce.wa.gov).

**Contact us:** Carrie Calleja, 360-725-3015, [carrie.calleja@commerce.wa.gov](mailto:carrie.calleja@commerce.wa.gov) or Barbara Smith, 360-725-2744, [barbara.smith@commerce.wa.gov](mailto:barbara.smith@commerce.wa.gov)



[Barbara Smith](#) | Board Liaison, [Community Economic Revitalization Board \(CERB\)](#) and [Public Works Board](#) | [Washington State Department of Commerce](#)

| Local Government Division | ☎ 360.725.2744 • 📠 360.586.8440 | 📍 1011 Plum ST SE / PO Box 42525, Olympia, WA 98504-2525 | Hours: Monday-Friday, 9:00 am–6:00 pm



**When**

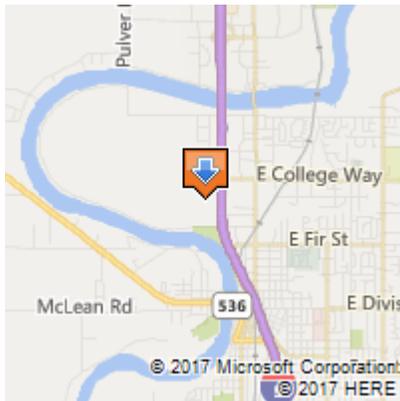
Thursday March 2, 2017 from  
8:00 AM to 3:30 PM PST

[Add to Calendar](#)

**Friday's email had a couple of errors on date and location. Please accept my apologies and read the revised version. And for those that read these emails, thanks for finding my goofs promptly and not making fun of my lack of tech skill.**

**Where**

Skagit County PUD No. 1  
1415 Freeway DR  
MT Vernon, WA



[Driving Directions](#)

Join us for an informative day on a wide range of topics with speakers from the Washington State Department of Health Drinking Water Office. Current list of topics include:

- Unregulated Contaminants Monitoring Rule 3
- Sampling Protocols
- Revised Total Coliform Rule
- Water Quality Monitoring Reports
- Source Monitoring
- Lead & Copper Rule
- Disinfection By-Products
- Sanitary Surveys
- Cross Connection Control
- Operator Certification
- Operation and Optimization
- Regulatory Horizon
- Questions & Answers

Please join us to hear knowledgeable regulators pass along important information and valuable insight on water utility operation.

Click on the link below to register.

[Get more information](#)

**[Register Now!](#)**

**0.6 Continuing Education Units (Pending)**

**Registration fee is \$80 for AWWA or WEF individual or utility members (\$95 after Tuesday February 21st)**

Registration fee is \$105 for non-members of AWWA or WEF (\$120 after Tuesday February 21st)

Lunch and refreshments are included.

Payment options include on-line by credit card through PayPal or by mailed-in check. A PayPal account is not required.

Small System scholarships are available, see the webpage for details.

Student scholarships are available, see the webpage for details

Refund policy is also on the webpage.

Thank you for your consideration and response. We look forward to seeing you at the Day with DOH Workshop.

**Sincerely,**

Jeff Lundt

Northwest Washington Subsection PNWS-AWWA

[jeff.lundt@kingcounty.gov](mailto:jeff.lundt@kingcounty.gov)

206-477-5582

7 February 2017

UPCOMING EVENTS

7 Feb	SAO Outbrief – 1500 @ 230 Chimacum Regular PUD BOC Meeting
8 Feb	Interview for CFO/Auditor Position
13 Feb	Telecom Special Meeting
20 Feb	President’s Day (Holiday)
21 Feb	Regular PUD BOC Meeting
25 Feb	Home Show



Board of Commissioners:

Jeff Randall, District 1  
Kenneth Collins, District 2  
Wayne G. King, District 3

James G Parker, Manager

**1/20/17**

**Public Notice of a PUD Board of Commissioners Special Meeting on the 13<sup>th</sup> of February 2017**

The PUD Board of Commissioners will be conducting a Special Meeting (Workshop) on the 13th of February 2017. The purpose of this special meeting is to review the PUD Telecom Role in Jefferson County. The workshop will be focusing on PUD's role in the County as a wholesale Telecom provider and possible PUD Telecom Goals and Objectives. The Workshop will include a representation from Kitsap PUD to discuss their programs and rates.

The special meeting will begin at 12:00 noon at the PUD's Admin Office at 230 Chimacum Road, Port Hadlock, Washington.

Persons with disabilities who require accommodations or alternative means for communication of program information should contact Annette Johnson at (360) 385-8351 at least 72 hours in advance of this meeting.

For any questions regarding this meeting, please contact the undersigned at (360) 385-8340.

Sincerely,

A handwritten signature in blue ink, appearing to read "James G. Parker".

James G. Parker  
Manager

**PUBLIC UTILITY DISTRICT NO. 1  
of Jefferson County**

**13 February 2017**

**SPECIAL MEETING (WORKSHOP)  
Tele-Communication**

**12:00 PM**

**AGENDA**

**CALL TO ORDER**

**AGENDA**

**WORKSHOP AGENDA**

**Purpose – to discuss JPUD goals and objectives of its telecom role in Jefferson County with Kitsap PUD.**

- I. Overview of status of current JPUD telecom program**
- II. Discussion with Kitsap PUD on their program, rate setting and marketing**
- III. Discussion with Kitsap PUD regarding system development financing**
- IV. Discussion with Björn Wännman | Manager Partnerships and Strategic Accounts COS Systems**
- I. Open Discussion**

**ADJOURNMENT**

# It's never too early (or too late) to plan for retirement

A team member from DRS will share information about your retirement plan in this upcoming seminar. Join us.

When: **Thursday 2/16/2017**  
**2:00PM – 3:00PM**

Where: **Operations Building**  
**Meeting Room**

We'll talk about:

## **Washington State Public Employees' Retirement System** (PERS 2 & 3)

- How much will my benefit be?
- When am I eligible to draw my benefit?
- How can I increase my benefit before retiring?

*If you are not sure which retirement plan you are in, check with your payroll or benefits office before attending. You can also view your account online ([drs.wa.gov/oa](http://drs.wa.gov/oa)).*

## **Washington State Deferred Compensation Program** (DCP)

- How much can I save?
- What happens to my contributions?
- When can I withdraw my savings?



## Washington PUD Association February 15-17, 2017

- Meetings will be held at WPUA – 212 Union Ave. SE, Suite 201, Olympia
- PUD Day on the Hill activities will take place at the Capitol/Legislative Building – south portico, 3<sup>rd</sup> floor of the rotunda, and Columbia Room

DATE	MEETING NAME	LOCATION/INFORMATION
<b>Wednesday, February 15</b>	<b>New Commissioner Orientation 9:30 AM - 4:30 PM</b>	
	<b>Education Steering Committee 4:30 PM - 5:00 PM</b>	
<b>Thursday, February 16</b>	<b>PUD Day on the Hill Coffee Service 7:00 AM - 10:00 AM</b>	Legislative Building. Volunteer sign-up has been completed. Please contact Carol West for more information
	<b>Water Roundtable 10:00 AM - 11:00 AM</b>	
	<b>PUD Day on the Hill Legislator BBQ Lunch 12:00 PM - 1:00 PM</b>	Legislative Building-Columbia Room PUD members arrive by 11:30am
	<b>Telecom Committee 1:30 PM - 2:30 PM</b>	
	<b>Energy Committee 2:30 PM - 4:00 PM</b>	
	<b>Executive Committee 4:00 PM - 5:00 PM</b>	
<b>Friday, February 17</b>	<b>Board of Directors Meeting 8:00 AM - 12:00 PM</b>	

**Video and Teleconference will be available for the meetings**

Phone: 360-709-6959, 1004#

Video: 81004



February 1, 2017

Board of Commissioners

Jeff Randall, District 1

Kenneth Collins, District 2

Wayne G. King, District 3

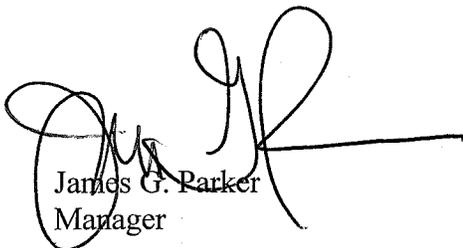
James G. Parker, Manager

**Public Notice of PUD Board of Commissioner Special Meeting and executive session on 8th of February 2017**

The PUD Board of Commissioners will be conducting a special meeting on the 8<sup>th</sup> of February 2017 starting at 1:30 pm. The purpose of this special meeting is to interview potential candidates for the position of PUD#1 of Jefferson County Chief Financial Officer and Auditor. The special meeting will be at the PUD Operations Center Classroom at 310 Four Corners Road. The special meeting will include a separate executive session to evaluate the qualifications of the candidates (RCW 42.30.140(4)). The meeting will begin at 1:30 pm.

Persons with disabilities who require accommodations or alternative means for communication of program information should contact Annette Johnson 385-8351 at least 72 hours in advance of this meeting.

If you have any questions please call the undersigned at 385 8340.



James G. Parker  
Manager

**PUBLIC UTILITY DISTRICT NO. 1  
of Jefferson County**

**8 February 2017**

**SPECIAL MEETING**

**Interview for PUD Chief Financial Officer &  
District Auditor**

**1:30 PM**

**AGENDA**

**CALL TO ORDER**

**AGENDA**

**Discussion:**

Pre interview discussion with Board

2:00 pm - Executive Session to evaluate qualifications for position of PUD  
CFO/ Auditor

Return to special meeting

**ADJOURNMENT**



February 25<sup>th</sup>, Saturday, 9-5 pm

---

Dear Friends,

As you may have heard, Jefferson County Home Builders will be hosting the **Home & Landscape Show** at the Blue Heron Middle School on February 25<sup>th</sup> of 2017. As many of you may remember we recorded over 500 visitors in 2016 and we are hoping to attract over 650 visitors this show.

All JCHBA members in good standing have the opportunity to rent a booth space for **\$150**, non-members will pay a fee of **\$350**. As requested, we have created 4 booths for sponsors only in the Blue Heron Commons. Please contact me directly if you are interested in sponsoring the Expo.

This event will be free to the public and will include public presentations, electric vehicles, garden art, gardening advice, home staging tips and custom wood furniture displays as well as your booths.

Don't miss out! Please contact me at 360.821.9688 or [JCHBA@live.com](mailto:JCHBA@live.com) to reserve your space.

Best regards,

Lizanne Coker Director, JCHBA





## *Booth Application*

Blue Heron School from 9-5 pm – Feb. 25th

---

COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL Address: \_\_\_\_\_

BOOTH # List 3 booth options by # 1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_

Booth prices are:

- \_\_\_\_\_ \$150 for JCHBA members (In the Large GYM)
- \_\_\_\_\_ \$175 for Accessibility Display Area (In the GYM))
- \_\_\_\_\_ \$ 350 for Non-members (In the Large GYM)
- \_\_\_\_\_ \$ 500 for a Main floor space (Sponsorship Level in Main Lobby)

- Friday Night Load in will start at 6pm & end at 8pm.
- Please arrive by 7:30am to set up.
- The show will run from 9 am to 5 pm.
- Payment must be received with application to be considered reserved.

**PLEASE MAIL APPLICATION ALONG WITH YOUR CHECK PAYABLE TO:**

**Jefferson County Home Builders Association**  
**PO Box 1325 Port Townsend, WA 98368**  
**Phone: 360.821.9688 - [JCHBA@live.com](mailto:JCHBA@live.com)**

## WPUDA Registration Form

**Event:** February Association Meetings

**Date(s):** February 15-17, 2017

**Location:** WPUDA  
212 Union Ave SE, Suite 201  
Olympia, WA 98501

**Name:** \_\_\_\_\_

**PUD:** \_\_\_\_\_

### Wednesday, February 15

- 9:30 a.m. – 4:00 p.m. New Commissioner Orientation Part II
- 4:00 p.m. – 5:00 p.m. Education Steering Committee

### Thursday, February 16

- 7:00 a.m. – 10:00 a.m. PUD Day on the Hill: Coffee Service (volunteers - sign up with Carol West)
- 10:00 a.m. – 11:00 a.m. Water Committee Roundtable
- 12:00 p.m. – 1:00 p.m. PUD Day on the Hill: Legislative Lunch – members arrive by 11:30 a.m.
- 1:30 p.m. – 2:30 p.m. Telecom Committee
- 2:30 p.m. – 4:00 p.m. Energy Committee
- 4:00 p.m. – 5:00 p.m. Executive Committee

### Friday, February 17

- 8:00 a.m. – 11:00 a.m. Board of Directors Meeting

### Hotel Room Blocks

#### Hilton Garden Inn

Rate: \$103.00 - code: WPUDA  
Block expires: 1/20/17

#### Governor Hotel

621 Capitol Way S  
(360) 352-7700  
Rate: \$103.00 - code: WPDUA

### Payment

- Invoice PUD for check payment
- Invoice PUD for online credit card payment
- Invoice Me for online credit payment
- I will pay onsite

**PLEASE RETURN THIS FORM TO:** Stefany at [Szelepuza@wpuda.org](mailto:Szelepuza@wpuda.org) or  
Register online [www.wpuda.org](http://www.wpuda.org) – you will need to login. Cancellations will be accepted 7 days prior to the  
start of the meetings without charge.

## Bill Graham

---

**From:** Ken Horvath <KHorvath@co.jefferson.wa.us>  
**Sent:** Tuesday, January 31, 2017 11:56 AM  
**To:** Ken Horvath  
**Subject:** Hazard Mitigation Plan Status  
**Attachments:** 2016 Adoption Table.pdf

To: Hazard Mitigation Plan Steering Committee  
Hazard Mitigation Plan Participants

All of the participating jurisdictions have either adopted the Jefferson County - City of Port Townsend All Hazard Mitigation Plan including Special Purpose Districts (Rev. 2016)? or scheduled it to be adopted in February (2016 Adoption Table).

I am preparing the disk to go to the State and to FEMA for review and approval tomorrow.

Thank you all for your help and persevering through this lengthy process.

?

Ken Horvath  
Project Coordinator  
Jefferson County - City of Port Townsend including Special Purpose Districts All Hazard Mitigation Plan (Rev.2016) ?

??

**Jefferson County – City of Port Townsend  
Including Special Purpose Districts  
All Hazard Mitigation Plan (Rev. 2016)  
Adoption Table**

<b>Summary of Adoption Resolutions</b>				
<b>Agency/Jurisdiction</b>	<b>2004 Adoption Resolution Number</b>	<b>2009 Adoption Resolution Number</b>	<b>2016 Adoption Resolution Number</b>	<b>2016 Adoption Date</b>
Jefferson County	50-04	21-10	04-17	01/23/2017
City of Port Townsend	04-037	10-013	16-046	11/07/2016
Port Ludlow Drainage District	13	Not Numbered	Opt Out	Opt Out
Jefferson County Fire District 1 (JCFD1) dba East Jefferson Fire & Rescue (EJFR)	2004-07	10-06	16-08	09/21/2016
Jefferson County Fire District 2 (JCFD2) dba Quilcene Fire - Rescue	2004-1	2010-03	2016-09	11/14/2016
Jefferson County Fire District 3 (JCFD3) dba Port Ludlow Fire & Rescue (PLFR)	2004-01	2010-004	2016-10	11/08/2016
Jefferson County Fire District 4 (JCFD4) dba Brinnon Fire - Rescue	2004-4	2010-5	2016-5	11/08/2016
Jefferson County Fire District 5 (JCFD5) dba as Discovery Bay Volunteer Fire Dept	01-04	2010-6	SCHEDULED	02/08/2017
Jefferson County Fire District 6 (JCFD6)	282-04	Annexed by JCFD1		
JeffCom 9-1-1	County Dept	County Dept	2017-001	01/26/2017
Public Hospital District No. 1	Opt Out	Opt Out	Opt Out	Opt Out
Public Hospital District No. 2	2004-013	2010-18	2017-05	01/18/2017
Jefferson County Library District	04-02	10-01	16-06	12/14/2016
Port of Port Townsend	426-04	550-10	657-17	01/25/2017
Port Townsend School District No. 50	04-16	10-12	16-16	11/28/2016
Brinnon School District No. 45	Opt Out	207-10	246-16	11/17/2016
Chimacum School District No. 49	2004-13	2010-05	2016-9	12/14/2016
Queets/Clearwater School District No. 20	01-04/05	1040	16-09	11/15/2016
Quilcene School District No. 48	01:04/05	01:10/11	02:16/17	12/14/2016
Quillayute Valley School District No. 402	01-04/05	04-10/11	SCHEDULED	02/14/2017
Jefferson Transit Authority	04-12	Opt Out	SCHEDULED	02/21/2017
Public Utility District No. 1 of Jefferson County	2004-013	2010-007	2016-022	11/15/2016

**Jefferson County PUD  
PUD Board of Commissioners  
PO Box 929  
Port Hadlock, WA 98339**

**So. You are now charging me 31 cents per kwh !**

**That's not reasonable, and reflects a major increase.**

**Find another way to feather your beds and pay for a fiefdom  
than put it on the backs of small business !**

**Register this as a very strong complaint !**

**An increase in the base price is still an increase in the cost  
per kWh.**

**Levi Ross  
Warm Storage**

A handwritten signature in cursive script that reads "Levi Ross". The signature is written in black ink and is positioned below the typed name and company name.



**Linda Gott**  
President of the Board

**Rick Dunn**  
Vice President of the Board

**Roger Wright**  
Secretary of the Board

\*\*\*\*\*

**Greg L. Marney**  
Chief Executive Officer

**Dave Spencer**  
Chief Operating Officer / Treasurer

**Paul Harding**  
Controller / Auditor

**Rob Kopp**  
Chief Technical Officer

**Mike Henson**  
Chief Security Officer

**John Smith**  
Engineering Director

**John Fryling**  
Operations Director

**Craig Nelsen**  
Sales & Marketing Director

**Chris Walker**  
Telecom OSP Director

**Rich Nall**  
NCS Eastside & OFT Director

**Angela Bennink**  
NCS Westside & Outreach  
Director

**Duane Ball**  
Business Systems & Technology  
Director

January 18, 2017

James G. Parker, PE, General Manager  
Jefferson County PUD  
3104 Corners Road  
Port Townsend, WA 98368

Re: NoaNet ILA for M&O services

Dear Jim;

As we discussed a couple of weeks ago, it appears NoaNet's service to Jefferson PUD through the 10/1/13 Interlocal Cooperation Agreement (ILA) for maintenance and operation of the Jefferson PUD Network has run its course. The agreement specified the obligations of both parties in performing this service in a mutually beneficial manner. The agreement is scheduled to terminate after five years with transitional tasks to be performed by both parties at that time. NoaNet views the Jefferson PUD Network operations and maintenance Interlocal Agreement as no longer mutually beneficial, and intends to terminate the agreement effective March 31, 2017 and thereafter complete the transfer of all operations and maintenance to Jefferson PUD.

Part of the forecasted NoaNet benefit in performing the work outlined in the ILA was the revenue NoaNet could generate by selling services on the Jefferson PUD network. With that as an incentive it was critical that NoaNet know what services were hooked up to the network, how many fibers or how much capacity was being used for customers or Jefferson PUD internal business, and what fibers were available for use on each specific segment of the network. NoaNet has repeatedly requested this information since the

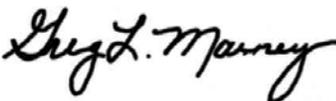


beginning of the agreement through several Jefferson PUD employees and Commissioners but has never received any of that information.

In addition, part of the responsibility under the ILA was to recommend pricing and technology adjustments to keep the Jefferson PUD Network competitive with other infrastructure and service providers in your area. NoaNet provided pricing information and recommended its adoption; however, for unknown reasons, the proposed rate change was not adopted until almost two years later. This restricted NoaNet's ability to be competitive in marketing service on the Jefferson network. Most recently, Jefferson PUD adopted a dark fiber product and pricing without the input or the knowledge of NoaNet. The lack of engagement by Jefferson PUD with NoaNet on defining and taking action on services and pricing, as well as not providing requested information, prevents NoaNet from gaining benefit by growing revenue on the network.

Because of these specific actions, NoaNet no longer finds benefit in providing network maintenance and operations to Jefferson PUD, and is terminating the Interlocal Cooperation Agreement effective March 31, 2017.

Please let us know at your earliest convenience when we can meet with your staff to outline and plan for a successful transition of the operations and maintenance agreement.

Sincerely, 

Cc: Linda Gott, President  
Rich Nall, NCS & OFT Director  
Dave Spencer, COO & Treasurer

January 31, 2017

Jim Parker  
PUD Manager  
Jefferson County PUD  
230 Chimacum Road  
Port Hadlock, WA 98339

Subject: Project Evolution – Data Center Migration, Landis+Gyr SaaS (Hosted) & Managed Services

Dear Mr. Parker:

As a trusted partner, Landis+Gyr is continuously striving towards enhancing our product and solution portfolio for our valued customers. With anticipated growth in our cloud and data management services demands, we are taking proactive measures to better support your present and future needs. I am pleased to announce **Project Evolution**, which includes enhancing core IT services with capacity expansion of our existing data centers, which will increase scalability reliability, agility and end-to-end security across the entire service offerings.

**Project Evolution** involves relocation and consolidation of our current Kansas, Georgia and Maryland data centers to new facilities located in Virginia and California. These facilities, unmatched in design, security and availability, are offered by RagingWire Data Centers, Inc., and will be retained via the global innovation and partnership with our parent company, Toshiba Corporation. During calendar year 2017, Landis+Gyr will be moving our entire infrastructure to the two new locations, while Landis+Gyr Software Services, Application Monitoring and Service Desk will continue to operate from our current locations. L+G is also moving our own internal corporate IT infrastructure and applications into these facilities.

We have already established a dedicated team within Landis+Gyr to plan for a smooth transition, minimizing outage time and impact to your business as we migrate to the new facilities. Ultimately, your utility will realize the benefits of our fully optimized data infrastructure resulting from:

- Low-risk locations near metropolitan areas- Large facilities for infrastructure expansion
- 24x7 onsite staffing for infrastructure support
- State-of-the-art, highly secure facilities, including six checkpoints and bio-scan entry
- Patented electrical infrastructure with 2N+2 redundancy
  - Scalable MWs of backup generator power in both facilities

- Centralized industrial grade cooling
- Carrier neutral fiber network connectivity
- 100% availability for critical infrastructure

A Landis+Gyr representative will be contacting you in the near future to walk you through the migration process and collaborative planning sessions. Should you have any questions regarding this transition and the new benefits to come, please contact your local program office or the designated representative through standard channels.

Thank you for your partnership and hope you are excited about our future together!

Sincerely,



Faisal Khan  
VP & CIO, North America

During the upcoming visit by WSRB we would like to discuss the following topics and review the records indicated below. There is no need to make copies of the records at this time. In many cases the field representative just needs to review the records. If copies are required the field representative will request them at the time of the visit. This checklist is a guide to what we will be looking at and to help you and your department prepare for our visit.

#### Water System

- Description of water system from water source to fire hydrants. A hydraulic profile of the system would be helpful in understanding the system.

- Capacity of water storage tanks/reservoirs

- GPM of water sources and pumps

- Maximum daily consumption on the system in the past 3 years

- Telemetry system characteristics

#### Water System Maintenance and Testing

- Maintenance and testing records for water system components including the following:

  - Frequency of visits to water system components

  - Fire hydrants

  - Water storage tanks/reservoirs

  - Pressure reducing, pressure sustaining, altitude, float-control valves

  - Isolation/control valves

  - Backup power testing frequency

#### Hydrant Flow Tests

- Location and results of hydrant flow tests

- Availability of computer modeled flows

- Conducted hydrant flow tests

#### Fire Hydrants

- Map of hydrant locations, preferably in a digital format

- Please complete the attached Fire Hydrant Information table for fire hydrants in your system

If you have any questions feel free to contact WSRB.

**Fire Hydrant Information** Please provide the following information regarding the fire hydrants within your water system:

- a. Indicate the number of hydrants on 6" or larger branch lines with 5" or greater barrels with:
- a pumper outlet, with or without 2½" outlets:
  - no pumper outlet, but two 2 ½" outlets:
  - no pumper outlet, but only one 2 ½ " outlet:
- b. Indicate the number of hydrants on 6" or larger branch lines with a barrel less than 5" with:
- a pumper outlet, with or without 2½" outlets:
  - no pumper outlet, but two 2 ½" outlets:
  - no pumper outlet, but only one 2 ½ " outlet:
- c. Indicate the number of hydrants on 4" or smaller branch lines with:
- a pumper outlet, with or without two 2½" outlets:
  - no pumper outlet, but two 2 ½" outlets:
  - no pumper outlet, but only one 2 ½ " outlet:
- d. Indicate the number of flush-type, in-ground hydrants:
- e. Indicate the number of cistern or other drafting sites:
- f. Indicate the total number of fire hydrants:
- g. Of the above total, how many are private hydrants:
- h. What percentage of the hydrants operate (turn on & off) in a uniform direction? %
- i. What percentage of the hydrants have operating nuts of the same size? %
- j. What percentage of hydrants do not have a shut off valve? %
- k. How many of the pumper outlets are provided with quick-connect fittings? %
- l. Are fire hydrants color-coded for available water flows? Yes  No