

4.4. [Calendar](#) 

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5. Manager and Staff Reports

For information only, not requiring a vote.

6. Old Business

For the OLD and NEW BUSINESS section discussions: please hold public comment until each presentation is done but before the vote .

6.1. Port Townsend Paper Corp. Wheeling Agreement 26 - 39

[Agenda Report form PTPC Wheeling agreement](#) 

[Port Townsend Paper Corp Wheeling Agreement v.002 2020 08 26](#) 

6.2. Risk Management Policy 40 - 50

[Agenda Report form Risk Management](#) 

[Jefferson PUD Risk Management Policy - Q 09032020 - FINAL](#) 

7. New Business

7.1. General Counsel Contract Renewal 51 - 54

[Agenda Report form General Counsel draft contract](#) 

[Draft Attorney Contract with Joel Paisner 2020 09 09 v.001](#) 

7.2. Port of Port Townsend Interlocal Agreement 55 - 61

[Agenda Report form Port of Port Townsend](#) 

[Interlocal Agreement PUD and Port of PT 2020 09 09](#) 

7.3. Blue Banner Request 62

[Agenda Report form Blue Banner Request](#) 

8. Commissioner Reports

9. Adjourn

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 and due 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 and due against Public Utility District No. 1 of Jefferson County.

Signed: Mike Bailey
 Mike Bailey, Financial Services Manager / District Auditor

09/09/2020
 Date

VOUCHER CLAIM FORMS FOR INVOICES PAID:

	WARRANTS	AMOUNT	DATE
Accounts Payable:	# 123909 to # 123944	\$ 98,502.02	8/27/2020
Accounts Payable:	# 123945 to # 123994	\$ 282,863.51	9/3/2020
Payroll Checks:	# 70783 to # 70788	\$ 9,779.52	9/4/2020
Payroll Direct Deposit:		\$ 122,920.31	9/4/2020
TOTAL INVOICES PAID		\$514,065.36	

	WIRE TRANSFERS PAID	AMOUNT	DATE
	Peterson Lake	\$ 14,328.62	9/1/2020

GRAND TOTAL **\$528,393.98**

VOIDED WARRANTS

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Accounts Payable Check Register

08/25/2020 To 09/08/2020

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
123909 08/27/2020	CHK	10447	ANIXTER INC.	BOLT	178.76
123910 08/27/2020	CHK	10038	CASCADE COLUMBIA DISTRIBUTION C	RETURN OF DRUMS QTY 19 NALCOLYTE 8105 QTY2 CAUSTIC SODA 50% NSF QTY18	-550.84 2,482.65 5,687.20
Total for Check/Tran - 123910:					7,619.01
123911 08/27/2020	CHK	10047	CENTURYLINK-POLES	#WA BJWA0275- POLERNTL 4/1/19-03/31/2020	2,404.06
123912 08/27/2020	CHK	10050	CHS	VEH# 210 - FUEL VEH# 129 - FUEL VEH# 102 - FUEL (DIESEL) VEH# 101 - FUEL (DIESEL) VEH# 106 - FUEL VEH# 206 - FUEL SKYWATER - SALT BAG RUST PELLETS	47.48 41.80 51.95 85.40 69.96 49.50 130.67
Total for Check/Tran - 123912:					476.76
123913 08/27/2020	CHK	10052	CITY OF PORT TOWNSEND	PERMIT TYPE: GRD-PMT KEARNEY ST & LAWREN	141.00
123914 08/27/2020	CHK	10057	CORRECT EQUIPMENT	BECKETT PT - SEPITC PUMP GRINDER 240VLT BECKET PT S - PRESSRE SWITCHES SEPTIC BECKETT PT - SEPITC PUMP GRINDER 240VLT	2,962.62 351.72 2,962.62
Total for Check/Tran - 123914:					6,276.96
123915 08/27/2020	CHK	10501	D & L POLES	VAC HOLE - DOWNTOWN PT 7/07-7/08	4,730.60
123916 08/27/2020	CHK	10747	DESIGNER DECAL, INC.	WIRE SIGNAGE REEL INVENTORY TAGS	1,077.69 540.83
Total for Check/Tran - 123916:					1,618.52
123917 08/27/2020	CHK	10085	FASTENAL	ADMIN - OFFICE SUPPLIES ADMIN - OFFICE SUPPLIES	13.49 3.37
Total for Check/Tran - 123917:					16.86
123918 08/27/2020	CHK	10821	FCS GROUP	RATE STUDY TASK #1 - THRU 7/17/2020 RATE STUDY SVC - THRU 7/17/2020	1,521.59 8,520.91

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				RATE STUDY TASK #1 - THRU 7/17/2020	2,282.38
				RATE STUDY SVC - THRU 7/17/2020	2,130.23
				RATE STUDY SVC - THRU 7/17/2020	2,282.39
				RATE STUDY SVC - THRU 8/19/2020	10,199.98
				RATE STUDY SVC - THRU 8/19/2020	1,275.12
				RATE STUDY SVC - THRU 8/19/2020	1,276.15
				Total for Check/Tran - 123918:	29,488.75
123919 08/27/2020	CHK	10454	GLOBAL RENTAL COMPANY INC	AT37-G BUCKET RNTL VEH#410 8/15-9/11/20	2,725.00
123920 08/27/2020	CHK	10104	HADLOCK BUILDING SUPPLY, INC.	FIRE HYDRANT WO# 22006-PNT,RAGS,PNT THN	74.27
				FIRE HYDRANT WO# 22006 - PAINT	18.52
				TOOLS - DRILL BITS	13.07
				Total for Check/Tran - 123920:	105.86
123921 08/27/2020	CHK	10384	HDR ENGINEERING INC	WATER SYSTEM PLAN UPDATE 6/28-8/01/20	3,163.49
				TASK7 - REYNOLDSW SEALEVAL 6/28-8/01	4,718.48
				TASK6 - REYNOLDS WELL SEALEVAL 4/26-8/01	3,731.13
				Total for Check/Tran - 123921:	11,613.10
123922 08/27/2020	CHK	10286	L & J ENTERPRISES	TRENCH - 333 BENEDICT ST 8/12/2020	656.30
				TRENCH - 333 BENEDICT ST 8/12/2020	164.07
				Total for Check/Tran - 123922:	820.37
123923 08/27/2020	CHK	10187	PITNEY BOWES-RESERVE ACCT	PRE-PAID POSTAGE 08/20/2020	320.00
				PRE-PAID POSTAGE 08/20/2020	80.00
				Total for Check/Tran - 123923:	400.00
123924 08/27/2020	CHK	10188	PLATT ELECTRIC SUPPLY	HAND TOOLS-TRUCK# 410	30.89
				HASTINGS SUB MATERIAL# 20347	4.67
				HASTINGS SUB MATERIAL WO# 20347	9.48
				HASTINGS SUB MATERIAL WO# 20347	14.44
				Total for Check/Tran - 123924:	59.48
123925 08/27/2020	CHK	10446	PRICE FORD INC	REPLACEMET PURGE VALVE# 210	54.95

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				REPLACEMENT COVER TRUCK# 124	28.73
				Total for Check/Tran - 123925:	83.68
123926 08/27/2020	CHK	10197	PRINTERY COMMUNICATIONS	BUSINESS CARD - 2 DIFF 500 EACH	170.70
123927 08/27/2020	CHK	10287	PUD-UTILITY PAYMENTS	MULTI LOCATIONS PUMPHSE ELEC - AUG 2020	308.01
				MULTI LOCATIONS PUMPHSE ELEC - AUG 2020	93.41
				MULTI LOCATIONS PUMPHSE ELEC - AUG 2020	19.10
				MULTI LOCATIONS PUMPHSE ELEC - AUG 2020	19.00
				MULTI LOCATIONS PUMPHSE ELEC - AUG 2020	52.23
				MULTI LOCATIONS PUMPHSE ELEC - AUG 2020	119.60
				MULTI LOCATIONS PUMPHSE ELEC - AUG 2020	20.92
				MULTI LOCATIONS PUMPHSE ELEC - AUG 2020	18.50
				MULTI LOCATIONS PUMPHSE ELEC - AUG 2020	22.43
				MULTI LOCATIONS PUMPHSE ELEC - AUG 2020	135.61
				Total for Check/Tran - 123927:	808.81
123928 08/27/2020	CHK	9999	PHILLIP RACINE	REFUND - SCOPE OF WORK WO# 19456	200.00
123929 08/27/2020	CHK	10207	RAIN NETWORKS	PAESSLER PRTG 2500 1YR 9/18/20-9/17/21	1,133.60
				PAESSLER PRTG 2500 1YR 9/18/20-9/17/21	283.40
				EXCHANGE SERVER 2YRS 8/24/2020-8/31/2022	6,469.32
				Total for Check/Tran - 123929:	7,886.32
123930 08/27/2020	CHK	10212	ROHLINGER ENTERPRISES INC	REPAIR/TSTNG:DC REST,RECNDTN GRNDS,MISC	82.57
				REPAIR/TSTNG:DC REST,RECNDTN GRNDS,MISC	82.57
				REPAIR/TSTNG:DC REST,RECNDTN GRNDS,MISC	82.57
				REPAIR/TSTNG:HGH VOLT AC/RECNDTN JMPR	96.74
				REPAIR/TSTNG:HGH VOLT AC/RECNDTN JMPR	96.74
				REPAIR/TSTNG:HGH VOLT AC/RECNDTN JMPR	96.74
				RECNDTN/TSTNG:RATCHET&MANUAL CUTTER	1,146.41
				TOOL REPAIR FEE	16.35
				REPLACEMENT HOTSTICKS	1,365.98
				12' HYDRAULIC HOSE-TRUCK# 101/WH STOCK	691.88

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
Total for Check/Tran - 123930:					3,758.55
123931 08/27/2020	CHK	9998	KAREN J ROSE	Credit Balance Refund	473.83
123932 08/27/2020	CHK	9998	KAREN J ROSE	Credit Balance Refund	1,083.14
123933 08/27/2020	CHK	10216	SECURITY SERVICES NW, INC.	NIGHT PAYMENT PICKUP - AUG 2020	1,189.24
				NIGHT PAYMENT PICKUP - AUG 2020	297.31
Total for Check/Tran - 123933:					1,486.55
123934 08/27/2020	CHK	10217	SETON CONSTRUCTION INC	FLAGGING - 2446 E QUILCENE RD 7/28/2020	712.76
				FLAGGING - 4595 EAGLEMOUNTRD 8/01/2020	443.88
				FLAGGING - 301 MEADE RD 7/22/2020	712.76
				FLAGGING - LINGER LONGER RD 7/20/2020	847.50
Total for Check/Tran - 123934:					2,716.90
123935 08/27/2020	CHK	10421	THE CARWASH INC	FLEET SERVICE JULY 2020	36.75
123936 08/27/2020	CHK	10824	THE PORT OF PORT TOWNSEND	RENT BILLING AT PORT BLDNG - SEP 2020	1,344.00
				RENT BILLING AT PORT BLDNG - SEP 2020	336.00
Total for Check/Tran - 123936:					1,680.00
123937 08/27/2020	CHK	10620	UPS	SHIPPING - MULTIRANGE VOLT DET REPAIR	16.53
				SHIPPING - MULTIRANGE VOLT DET REPAIR	16.53
Total for Check/Tran - 123937:					33.06
123938 08/27/2020	CHK	10615	US BANK	PORT OFFICE - OFFICE SUPPLIES	5.99
				PORT OFFICE - OFFICE SUPPLIES	1.50
				MISC CHARGE	10.00
				VOIP PHN SRVCS	200.00
				VOIP PHN SRVCS	50.00
				SCADA-EML TO PHN CALL SRVC	20.54
				COMM - JEFFCO TOGETHER WEBSTE	25.14
				COMM - FLASHDRIVE	6.06
				WEBSTE&SMRTHUB SSL CERTS	447.97
				SRVR RM - NETWRK SECURITY DEVICES	659.84

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				OFFICE 365 LICENSES FOR TSTNG	41.86
				NETWORK CARD FOR SRVRS	50.18
				DIGITAL SIGNATURE SRVC	209.28
				CONFERENCING SRVC	187.96
				AMAZONWEBSVC - HOST FILES FOR WEBSITE	5.03
				COMM - JEFFCO TOGETHER WEBSTE	6.28
				COMM - FLASHDRIVE	1.52
				WEBSTE&SMRTHUB SSL CERTS	111.99
				SRVR RM - NETWRK SECURITY DEVICES	164.96
				OFFICE 365 LICENSES FOR TSTNG	10.46
				NETWORK CARD FOR SRVRS	12.54
				DIGITAL SIGNATURE SRVC	52.32
				CONFERENCING SRVC	46.99
				AMAZONWEBSVC - HOST FILES FOR WEBSITE	1.26
				2020 TFACC VRTL TRNING 8/3-8/4/20	396.00
				2020 TFACC VRTL TRNING 8/3-8/4/20	99.00
				PRE-EMPLY BACKGROUND CHK NEW HIRE	47.96
				SHIPPING : SAFETY MANUAL	62.04
				EMPL AD : SUMMER INTERN	112.00
				HUMAN RSC TRNG 8/24-8/25/2020	276.00
				PRE-EMPLY BACKGROUND CHK NEW HIRE	11.99
				SHIPPING : SAFETY MANUAL	15.51
				EMPL AD : SUMMER INTERN	28.00
				HUMAN RSC TRNG 8/24-8/25/2020	69.00
				504 HALLS MT WO# 20227 - RPLCMNT PLNTS	88.26
				BROADBAND GRNT PAPERWORK	32.80
				WEBSITE PLUGIN	79.20
				WEBSITE PLUGIN	19.80
				YARD SIGNAGE FENCE ATTCH	94.50
				EMPLOYE PPE	1,336.36
Total for Check/Tran - 123938:					5,098.09

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
123939 08/27/2020	CHK	10737	VAN ALLER SURVEYING	RPLC SURVEY MARKER - PINECREST DR 8/18	555.00
123940 08/27/2020	CHK	10271	WESCO RECEIVABLES CORP	STIRRUP	1,375.04
123941 08/27/2020	CHK	10274	WESTBAY AUTO PARTS, INC.	FIRE HYDRANT WO# 22006-GOOF OFF&SCRAPPER	17.84
123942 08/27/2020	CHK	10653	WILDFLOWER LANDSCAPING, INC	5 SUBSTATIONS: MOWING JUL 2020	722.67
123943 08/27/2020	CHK	10502	CAROL WOODLEY	RENT BILLING AT ANNEX - SEP 2020	1,120.00
				RENT BILLING AT ANNEX - SEP 2020	280.00
Total for Check/Tran - 123943:					1,400.00
123944 08/27/2020	CHK	9999	BOB ZORMEIR	REFUND - SCOPE OF WORK CHANGE WO# 20223	240.00
123945 09/03/2020	CHK	10012	ALTEC INDUSTRIES, INC	RAIN JACKET	536.44
				RAIN BIB	369.32
Total for Check/Tran - 123945:					905.76
123946 09/03/2020	CHK	10481	AMAZON	MINUTE BOOK	143.20
				MINUTE BOOK	35.81
				APC UPS, 600VA	272.52
				APC UPS, 600VA	68.13
				TOSHIBA SOLID STATE DRIVE	610.25
				TOSHIBA SOLID STATE DRIVE	152.57
				TONER CART 2PAK	38.36
				TONER CART 2PAK	9.59
Total for Check/Tran - 123946:					1,330.43
123947 09/03/2020	CHK	10016	ASPLUNDH TREE EXPERT CO	TREE TRIMMING W/E 8/15/2020	5,978.88
123948 09/03/2020	CHK	10041	CDW GOVERNMENT	ACROBAT PRO 1YR QTY2	80.89
				ACROBAT PRO 1YR QTY2	20.22
				BLUEBEAM RNWL 16SEATS 1YR THRU 8/28/2021	2,679.31
Total for Check/Tran - 123948:					2,780.42
123949 09/03/2020	CHK	10044	CENTURY LINK QCC-P	PHONE SERVICE - AUG 2020	11.83
				PHONE SERVICE - AUG 2020	2.96

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
Total for Check/Tran - 123949:					14.79
123950 09/03/2020	CHK	10045	CENTURY LINK-S	PHONE SERVICE - AUG 2020	66.06
				PHONE SERVICE - AUG 2020	16.51
				PHONE SERVICE - AUG 2020	31.14
				PHONE SERVICE - AUG 2020	7.79
Total for Check/Tran - 123950:					121.50
123951 09/03/2020	CHK	10836	CENTURYLINK	PORTABLE WIFI	10,228.66
123952 09/03/2020	CHK	10050	CHS	VEH# 105 - FUEL	57.12
				VEH# 408 - FUEL (DIESEL)	44.18
				VEH# 103 - FUEL (DIESEL)	46.58
				VEH# 130 - FUEL (DIESEL)	52.44
				VEH# 120 - FUEL	54.60
Total for Check/Tran - 123952:					254.92
123953 09/03/2020	CHK	10409	CLEARRESULT CONSULTING INC	S4-0820-067 LIGHTING - JUL 2020	3,041.62
123954 09/03/2020	CHK	10551	DAY WIRELESS SYSTEMS	MOBILE RADIOS - SEP 2020	985.14
123955 09/03/2020	CHK	10365	ALYSON J DEAN	VEH# 104 - FUEL	29.72
123956 09/03/2020	CHK	10068	DISCOVERY BAY GROUP, LLC	CONSULTING SERVICE AUG 2020	2,000.00
				CONSULTING SERVICE AUG 2020	3,000.00
Total for Check/Tran - 123956:					5,000.00
123957 09/03/2020	CHK	10069	DM DISPOSAL CO INC	2YD OCC-4CRNRS AUG 2020	136.75
				2YD OCC-4CRNRS AUG 2020	34.19
Total for Check/Tran - 123957:					170.94
123958 09/03/2020	CHK	10781	EVERGREEN CONSULTING GROUP, LLC	ENERGY CONSERVATION REBATE	1,600.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	800.00
				ENERGY CONSERVATION REBATE	900.00
				ENERGY CONSERVATION REBATE	50.00
				ENERGY CONSERVATION REBATE	1,300.00

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	800.00
				ENERGY CONSERVATION REBATE	800.00
				ENERGY CONSERVATION REBATE	1,600.00
				ENERGY CONSERVATION REBATE	95.00
				ENERGY CONSERVATION REBATE	748.89
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	600.00
				ENERGY CONSERVATION REBATE	500.00
				ENERGY CONSERVATION REBATE	2,100.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	800.00
				ENERGY CONSERVATION REBATE	800.00
				ENERGY CONSERVATION REBATE	1,600.00
				ENERGY CONSERVATION REBATE	900.00
				ENERGY CONSERVATION REBATE	90.00
				ENERGY CONSERVATION REBATE	80.00
				ENERGY CONSERVATION REBATE	800.00
				ENERGY CONSERVATION REBATE	800.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	90.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	3,406.25
				ENERGY CONSERVATION REBATE	640.00
Total for Check/Tran - 123958:					29,700.14
123959	09/03/2020	CHK	10085	FASTENAL	
				REFILL BOTTLE HAND CLEANER	26.85
				REFILL BOTTLE HAND CLEANER	6.71
Total for Check/Tran - 123959:					33.56
123960	09/03/2020	CHK	9998	JEROME FITZGERALD	
				Credit Balance Refund	381.40
123961	09/03/2020	CHK	10094	GENERAL PACIFIC, INC	
				INSULATOR,HEAT SRNK,BOLT,LCK NUT,TAPE	326.67

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				TAPE	87.64
				SQUARE NUT	65.40
				LOCKNUT	103.55
				INSULATOR	111.44
				HEAT SHRINK	355.89
				HAND CLEANER	89.93
				BOLT	493.11
				Total for Check/Tran - 123961:	1,633.63
123962 09/03/2020	CHK	9998	JOSEPH GIORDANO	Credit Balance Refund	35.65
123963 09/03/2020	CHK	10104	HADLOCK BUILDING SUPPLY, INC.	SNOWCREEK- PAINT FOR PUMPHOUSE	112.24
				FREIGHT - SHIP ERT FOR WARRANTY REPAIR	52.11
				Total for Check/Tran - 123963:	164.35
123964 09/03/2020	CHK	9998	JACOB HATHAWAY	Credit Balance Refund	192.60
123965 09/03/2020	CHK	10281	JEFFCO EFTPS	EMPLOYER'S MEDICARE TAX	2,982.42
				EMPLOYEES' MEDICARE TAX	2,995.41
				EMPLOYER'S FICA TAX	12,260.69
				EMPLOYEES' FICA TAX	12,260.69
				EMPLOYEES' FEDERAL WITHHOLDING TAX	9,814.16
				EMPLOYEES' FEDERAL WITHHOLDING	12,079.23
				Total for Check/Tran - 123965:	52,392.60
123966 09/03/2020	CHK	10532	JEFFERSON COUNTY PUD PAYROLL AC	DIRECT DEPOSIT PR 09.04.2020	122,920.31
				CHECKS PR 09.04.2020	9,779.52
				Total for Check/Tran - 123966:	132,699.83
123967 09/03/2020	CHK	10129	JIFFY LUBE	VEH# 211 - OIL CHANGE	120.40
123968 09/03/2020	CHK	9998	BARBARA K LARSEN	Credit Balance Refund	106.42
123969 09/03/2020	CHK	10134	LEMAY MOBILE SHREDDING	SHRED 4CRNR AUG-20	132.40
				SHRED 4CRNR AUG-20	33.10
				SHRED PORT AUG-20	40.00

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				SHRED PORT AUG-20	10.00
Total for Check/Tran - 123969:					215.50
123970 09/03/2020	CHK	10142	MASON COUNTY PUD #1	DOSEWALLIPS RD-PUMP ELEC - AUG 20	200.25
				BPA RD-PUMP ELEC - AUG 20	117.99
				WILLIAMS CT ELEC - AUG 20	37.34
Total for Check/Tran - 123970:					355.58
123971 09/03/2020	CHK	10143	MCDOWELL RACKNER & GIBSON PC	PROF SRVCS-REVIEW PT PAPER WHEELING CONT	130.00
				PROF SRVCS-REVIEW PT PAPER WHEELING CONT	32.50
Total for Check/Tran - 123971:					162.50
123972 09/03/2020	CHK	10153	MURREY'S DISPOSAL CO., INC.	DISPOSAL 4CRNR 2YD CONT 1XWK AUG 2020	161.89
				DISPOSAL 4CRNR 2YD CONT 1XWK AUG 2020	40.47
				DISPOSAL 4CRNR 30YD ROLL OFF RNTL AUG-20	71.42
				DISPOSAL 4CRNR 30YD ROLL OFF RNTL AUG-20	17.85
				DISPOSAL 211 CHIM AUG 2020	41.40
				DISPOSAL 211 CHIM AUG 2020	10.35
				DISPOSAL 21 KENNEDY AUG 2020	36.27
				DISPOSAL 21 KENNEDY AUG 2020	36.28
				DISPOSAL 210 2YD CONT 1XWK AUG 2020	161.89
				DISPOSAL 210 2YD CONT 1XWK AUG 2020	40.47
Total for Check/Tran - 123972:					618.29
123973 09/03/2020	CHK	10667	NORTHWEST OPEN ACCESS NETWORK	FIBER REVENUE SHARING AUG 2020	387.50
123974 09/03/2020	CHK	10167	OFFICE DEPOT	WH STOCK - OFFICE SUPPLIES	218.77
				WH STOCK - OFFICE SUPPLIES	54.69
				310 TRP WIDE - OFFICE SUPPLIES	8.01
				310 TRP WIDE - OFFICE SUPPLIES	2.00
Total for Check/Tran - 123974:					283.47
123975 09/03/2020	CHK	10170	OLYMPIC EQUIPMENT RENTALS	SHOP - MICROFIBR SHOP RAGS	8.71
123976 09/03/2020	CHK	10181	PENINSULA PEST CONTROL	PEST SVC QRTLY-PH BISHOP HILL	49.05

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Accounts Payable Check Register

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
123977 09/03/2020	CHK	10185	PITNEY BOWES GLOBAL	MAILSYSTEM LEASE Q3 2020	127.01
				MAILSYSTEM LEASE Q3 2020	31.75
Total for Check/Tran - 123977:					158.76
123978 09/03/2020	CHK	10188	PLATT ELECTRIC SUPPLY	HASTINGS SUB MATERIAL# 20347	95.35
				HASTINGS SUB MATERIAL# 20347	10.49
				HASTINGS SUB MATERIAL WO# 20347	7.82
Total for Check/Tran - 123978:					113.66
123979 09/03/2020	CHK	10197	PRINTERY COMMUNICATIONS	DOOR HANGERS	458.58
123980 09/03/2020	CHK	10471	RICOH USA , INC.- DALLAS	4CORNERS (MODULAR) RENT 9/18-10/17/2020	69.66
				4CORNERS (MODULAR) RENT 9/18-10/17/2020	17.42
				ANNEX-COPIER RENT 9/19-10/18/2020	81.41
				ANNEX-COPIER RENT 9/19-10/18/2020	20.35
Total for Check/Tran - 123980:					188.84
123981 09/03/2020	CHK	10210	RICOH USA, INC	211 CHIM (0626) IMAGES AUG 2020	34.29
				211 CHIM (0626) IMAGES AUG 2020	3.23
				210 4 CRNRS (0109) IMAGES AUG 2020	103.13
				210 4 CRNRS (0109) IMAGES AUG 2020	25.78
				310 TRPWID 4CRNRS (7683) IMAGES AUG 2020	4.62
				310 TRPWID 4CRNRS (7683) IMAGES AUG 2020	1.16
				4CRNRS IT MODLR (7287) IMAGES AUG 2020	14.90
				4CRNRS IT MODLR (7287) IMAGES AUG 2020	3.72
Total for Check/Tran - 123981:					190.83
123982 09/03/2020	CHK	10706	SBA STRUCTURES, LLC	TOWER SITE RNTL MAYNARD HILL- SEP 2020	1,579.12
123983 09/03/2020	CHK	10216	SECURITY SERVICES NW, INC.	ANSWER SVC SEP 2020	2,045.35
				ANSWER SVC SEP 2020	2,045.35
				ANSWER SVC SEP 2020	1,022.67
Total for Check/Tran - 123983:					5,113.37
123984 09/03/2020	CHK	10249	SPECTRA LABORATORIES-KITSAP LLC	TESTING: TTHMs&HAA5s BYWATER 08/5/2020	290.00

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Accounts Payable Check Register

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				COYLE - GENERATOR FOR ENG MNGMT SYSTEM	117.02
				TESTING:CHLORIDE BYWATER 08/25/2020	22.50
				TESTING:CHLORIDE BYWATER 08/25/2020	22.50
				TESTING:CHLORIDE BYWATER 08/25/2020	22.50
				Total for Check/Tran - 123984:	474.52
123985 09/03/2020	CHK	10237	STRANCO INC	ENGINEERING NUMBERS	282.92
				1 1/2 ENGINEERING NUMBERS	-23.36
				Total for Check/Tran - 123985:	259.56
123986 09/03/2020	CHK	10221	THE STATION SIGNS & SCREEN PRINTI	LINECRW-LOGO ADDED FIRE REST THREAD	98.10
123987 09/03/2020	CHK	10251	UGN - JEFFERSON COUNTY	UNITED GOOD NEIGHBORS EE	15.00
123988 09/03/2020	CHK	10328	VERIZON CONNECT NWF INC.	CUST#JEFF007 ALL VEH GPS - JUL 2020	393.49
				CUST#JEFF007 ALL VEH GPS - JUL 2020	186.39
				Total for Check/Tran - 123988:	579.88
123989 09/03/2020	CHK	10258	VERIZON WIRELESS, BELLEVUE	CELL PHONE SERVICE QB7/16-8/15/20	305.23
				CELL PHONE SERVICE QB7/16-8/15/20	155.43
				CELL PHONE SERVICE QB7/16-8/15/20	57.21
				CELL PHONE SERVICE QB7/16-8/15/20	22.95
				CELL PHONE SERVICE QB7/16-8/15/20	129.54
				CELL PHONE SERVICE QB7/16-8/15/20	30.91
				CELL PHONE SERVICE QB7/16-8/15/20	13.54
				CELL PHONE SERVICE QB7/16-8/15/20	15.54
				CELL PHONE SERVICE QB7/16-8/15/20	88.31
				CELL PHONE SERVICE QB7/16-8/15/20	8.12
				CELL PHONE SERVICE QB7/16-8/15/20	67.40
				CELL PHONE SERVICE QB7/16-8/15/20	39.20
				CELL PHONE SERVICE QB7/16-8/15/20	15.54
				CELL PHONE SERVICE QB7/16-8/15/20	23.66
				CELL PHONE SERVICE QB7/16-8/15/20	165.66
				CELL PHONE SERVICE QB7/16-8/15/20	70.98

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Accounts Payable Check Register

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				CELL PHONE SERVICE QB7/16-8/15/20	310.86
				CELL PHONE SERVICE QB7/16-8/15/20	51.82
				CELL PHONE SERVICE QB7/16-8/15/20	64.02
				CELL PHONE SERVICE QB7/16-8/15/20	16.00
				CELL PHONE SERVICE QB7/16-8/15/20	36.01
				CELL PHONE SERVICE QB7/16-8/15/20	10.83
				CELL PHONE SERVICE QB7/16-8/15/20	99.88
				CELL PHONE SERVICE QB7/16-8/15/20	90.90
				CELL PHONE SERVICE QB7/16-8/15/20	45.42
				CELL PHONE SERVICE QB7/16-8/15/20	4.00
				CELL PHONE SERVICE QB7/16-8/15/20	43.33
				CELL PHONE SERVICE QB7/16-8/15/20	24.97
				CELL PHONE SERVICE QB7/16-8/15/20	22.72
				CELL PHONE SERVICE QB7/16-8/15/20	11.36
				CELL PHONE SERVICE QB7/16-8/15/20	140.35
				CELL PHONE SERVICE QB7/16-8/15/20	35.08
				CELL PHONE SERVICE QB7/16-8/15/20	51.81
				SCADA CRADLEPOINT DEVICE QB7/20/-8/19/20	831.84
				WIFI IN TRUCKS QB7/20-8/19/20	280.09
				WIFI IN TRUCKS QB7/20-8/19/20	240.06
				WIFI IN SRVR RM QB7/20-8/19/20	240.00
				WIFI IN SRVR RM QB7/20-8/19/20	60.01
				SCADA CRADLEPOINT DEVICE QB7/23-8/22/20	73.49
Total for Check/Tran - 123989:					3,994.07
123990	09/03/2020	CHK	10260	WA STATE DEFERRED COMPENSATION PL DEFERRED COMP ER	5,048.96
				PL DEFERRED COMP EE	13,074.03
Total for Check/Tran - 123990:					18,122.99
123991	09/03/2020	CHK	10337	WA STATE DEPT OF TRANSPORTATION PERMIT WO# 22074- SR20 MP 4.50	150.00
123992	09/03/2020	CHK	10267	WA STATE SUPPORT REGISTRY PL CHILD SUPPORT EE	899.15

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Accounts Payable Check Register

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
123993 09/03/2020	CHK	10680	WELLSPRING FAMILY SERVICES	EAP SVC - AUG 2020	42.34
				EAP SVC - AUG 2020	10.58
Total for Check/Tran - 123993:					52.92
123994 09/03/2020	CHK	10829	KENNETH YINGLING	VEH# 131 - FUEL	30.20

Total Payments for Bank Account - 1 :	(86)	381,365.53
Total Voids for Bank Account - 1 :	(0)	0.00
Total for Bank Account - 1 :	(86)	381,365.53
Grand Total for Payments :	(86)	381,365.53
Grand Total for Voids :	(0)	0.00
Grand Total :	(86)	381,365.53

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Accounts Payable Check Register

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
121 09/01/2020	WIRE	10809	PETERSON LAKE - WIRE PAYMENT	SEPTEMBER 2020 WIRE PAYMENT	10,258.37
				SEPTEMBER 2020 WIRE PAYMENT	4,070.25
Total for Check/Tran - 121:					14,328.62

Total Payments for Bank Account - 1 :	(1)	14,328.62
Total Voids for Bank Account - 1 :	(0)	0.00
Total for Bank Account - 1 :	(1)	14,328.62
Grand Total for Payments :	(1)	14,328.62
Grand Total for Voids :	(0)	0.00
Grand Total :	(1)	14,328.62

JEFFERSON COUNTY PUD NO 1

ISSUED PAYROLL CHECKS
PAY DATE: 09/04/2020

<u>Empl</u>	<u>Position</u>	<u>Check #</u>	<u>Date #</u>	<u>Amount</u>
2000	WATER DISTRIBUTION MANAGER II	70783	9/4/2020	1,613.81
2001	WATER DISTRIBUTION MANAGER II	70784	9/4/2020	1,680.44
3032	CUSTOMER SERVICE REP	70785	9/4/2020	1,166.75
3051	SUMMER INTERN	70786	9/4/2020	742.80
2003	WATER TREATMENT PLANT OPERATOR III	70787	9/4/2020	1,995.70
2004	WATER TREATMENT PLANT OPERATOR III - LEAD	70788	9/4/2020	2,580.02
				9,779.52

JEFFERSON COUNTY PUD NO 1

DIRECT DEPOSIT PAYROLL
PAY DATE: 9/04/2020

Empl	Position	Pay Date	Net Pay
3039	ACCOUING TECH 1	9/4/2020	1,217.81
1026	BROADBAND SUPERVISOR	9/4/2020	1,934.71
4006	COMMISSIONER DIST 1	9/4/2020	933.18
4004	COMMISSIONER DIST 2	9/4/2020	2,419.33
4008	COMMISSIONER DIST 3	9/4/2020	723.74
3034	COMMUNICATIONS DIRECTOR	9/4/2020	2,021.19
3002	CUSTOMER SERVICE COORDINATOR	9/4/2020	1,195.40
3014	CUSTOMER SERVICE PROGRAM SPECIALIST	9/4/2020	1,284.00
3022	CUSTOMER SERVICE REP	9/4/2020	1,329.79
3046	CUSTOMER SERVICE REP	9/4/2020	1,088.29
3048	CUSTOMER SERVICE REP	9/4/2020	1,145.08
1027	ELECTRICAL ENGINEERING MANAGER	9/4/2020	2,892.92
1044	ELECTRICAL PRE-APPRENTICE	9/4/2020	3,066.79
2007	ENGINEERING DIRECTOR	9/4/2020	3,380.62
3005	EXECUTIVE ASSISTANT/PUBLIC RECORDS OFFICER	9/4/2020	2,057.16
3033	FINANCE DIRECTOR	9/4/2020	3,166.55
1046	FLEET/WAREHOUSE HELPER	9/4/2020	2,933.51
1008	FOREMAN LINEMAN	9/4/2020	4,422.33
1012	FOREMAN LINEMAN	9/4/2020	5,584.25
1011	GENERAL MANAGER	9/4/2020	4,727.62
1042	GIS SPECIALIST	9/4/2020	2,242.49
1017	HEAD STOREKEEPER	9/4/2020	2,469.98
3047	HUMAN RESOURCES DIRECTOR	9/4/2020	2,394.94
3008	INFORMATION TECHNOLOGY MANAGER	9/4/2020	2,625.47
3028	IT SUPPORT TECHNICIAN	9/4/2020	1,752.03
1000	LINEMAN	9/4/2020	4,097.50
1016	LINEMAN	9/4/2020	3,174.77
1028	LINEMAN	9/4/2020	3,879.51
1034	LINEMAN	9/4/2020	5,430.87
1041	LINEMAN	9/4/2020	4,038.16
1018	METER READER	9/4/2020	3,106.70
1043	METER READER	9/4/2020	1,769.55
1047	METER READER	9/4/2020	1,316.53
1037	OPERATIONS DIRECTOR	9/4/2020	3,353.85
3004	RESOURCE MANAGER	9/4/2020	2,422.48
1003	SCADA TECH APPRENTICE	9/4/2020	3,045.02
1015	SCADA TECH JOURNEYMAN	9/4/2020	3,326.45
3020	SERVICES DIRECTOR	9/4/2020	2,364.13
1031	STAKING ENGINEER	9/4/2020	2,364.63
1039	STAKING ENGINEER	9/4/2020	2,000.33
1014	STOREKEEPER	9/4/2020	3,029.35
1033	SUBSTATION/METERING TECH	9/4/2020	3,945.82
3013	UTILITY ACCOUNTANT II	9/4/2020	1,534.39
3029	UTILITY ACCOUNTANT II	9/4/2020	1,748.99
3003	UTILITY BILLING CLERK	9/4/2020	1,401.61
3027	UTILITY BILLING CLERK	9/4/2020	1,423.24
3000	UTILITY BILLING COORDINATOR	9/4/2020	1,563.09
2005	WATER DISTRIBUTION MANAGER I	9/4/2020	1,445.40
2002	WATER DISTRIBUTION MANAGER II	9/4/2020	2,128.76
			\$ 122,920.31

VOUCHER APPROVAL FORM

We, the undersigned Board of Commissioners of Public Utility District No. 1 of Jefferson County hereby approve pending payments for transactions greater than \$100,000, if any. The following transactions are approved from the General Fund in the amount of **\$528,393.98** on this **15TH** day of **SEPTEMBER 2020** ;

Dan Toepper
President

Kenneth Collins
Vice President

Jeff Randall
Secretary

PAYMENTS TO BE APPROVED:

	WARRANTS	AMOUNT	DATE
Accounts Payable:	# 123909 to # 123944	\$ 98,502.02	8/27/2020
Accounts Payable:	# 123945 to # 123994	\$ 282,863.51	9/3/2020
Payroll Checks:	# 70783 to # 70788	\$ 9,779.52	9/4/2020
Payroll Direct Deposit:		\$ 122,920.31	9/4/2020
TOTAL INVOICES PAID		\$514,065.36	

	WIRE TRANSFERS PAID	AMOUNT	DATE
	Peterson Lake	\$ 14,328.62	9/1/2020

PAYMENT TOTAL	\$528,393.98
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VOIDED WARRANTS



AGENDA REPORT

DATE: September 15, 2020

TO: Board of Commissioners

THRU: Kevin Streett, General Manager

FROM: Mike Bailey, Financial Services Manager/District Auditor

RE: Write-off of delinquent accounts from active accounts receivable

SUMMARY: Per Resolution 17-16, the Board of Commissioners agreed to review and approve for write off inactive account balances over 90 days in arrears that had been given 30 days' notice that their account will be referred to a collection agency.

BACKGROUND: These inactive accounts are recorded in the Active Accounts Receivable Data Base and need to be transferred to the Uncollectible Data Base in the Customer Information System. The process of writing off does not "erase" the debt unless the debt has been discharged through a bankruptcy court. The PUD's staff has attempted to collect payment on these accounts. A collection agency is better equipped to pursue collection now that these accounts have disconnected from utility service with the PUD and are over 90 days in arrears.

ANALYSIS/FINDINGS: There are 10 inactive accounts in the Active Accounts Receivable Data Base who owe the PUD \$2,812.63 for utility services and who have received notice over 30 days ago that their account will be referred to a collection agency.

FISCAL IMPACT: Bad Debt Expense has already been charged in anticipation of having accounts who would fail to pay their final bill for utility services. On the PUD's Balance Sheet, Line 20. Accounts Receivable-Sales of Utility Services has been netted by an estimated Reserve for Uncollectible Accounts. To remedy the debt, these inactive accounts will pay the collection agency for the amount owed to the PUD plus a fee for the agency's professional services. Any amounts received on the written off amount, will be deposited into the PUD's

Depository Bank Account and the Reserve for Uncollectible Accounts adjusted. No revenue or expense accounts are affected by this write off.

RECOMMENDATION: Transfer the 10 inactive accounts owing \$2,812.63 from the Active Accounts Receivable Data Base to the Uncollectible Accounts Data Base and authorize Evergreen Financial Services to pursue collection efforts allowed by law.

ATTACHMENT: The Summary of Write-offs of Uncollectible Accounts Receivable provides an analysis of the number and amounts owed and signature of approval by the Secretary of the Board of Commissioners.



Board of Commissioners

Jeff Randall, District 1
 Kenneth Collins, District 2
 Dan Toepper, District 3

Kevin Streett, General Manager

Write-Offs of Uncollectible Accounts Receivable

On September 15, 2020 the following summary of inactive customer accounts with a past due balance of greater than \$20.00 and in excess of 90 days were referred to and provided a 30-day written notice by a collection agency. Furthermore, all amounts were deemed uncollectible by the Financial Director/District Auditor regardless of the amount past due. For accounting and financial reporting purposes, write-offs of uncollectible receivables are made against the allowance for bad debt account once approved by the Board. The following accounts are requested to be written off as uncollectible:

<u>Uncollectible Amount Range</u>	<u>Number of Accounts</u>	<u>Write-Off Amount</u>
Less than \$20	1	\$4.58
\$20 - \$100	2	\$81.14
\$101 - \$200	3	\$468.34
\$201 - \$500	2	\$662.37
\$501 - \$1,000	2	\$1,596.20
Over \$1,000	0	\$ -
		\$2,812.6
TOTAL	10	3

Approval, Board of Commissioners

 Jeff Randall
 Secretary

September 15, 2020

PUD Calendar

September 15, 2020, BOC Regular Meeting, 5:00 pm per WEBEX

September 16-18, WPUDA Association meetings per WEBEX

September 23, 2020, Special Meeting, PUD Rates Workshop and Water Efficiency presentation, 10:00am-12:00pm per WEBEX

September 29-Oct 2, 2020 WPUDA Water Workshop per WEBEX

October 5, 2020, (Monday) PUD Budget Hearing and BOC Regular Meeting, 5:00 PM per WEBEX



AGENDA REPORT

DATE: September 15, 2020

TO: **Board of Commissioners**

FROM: Kevin Streett

RE: Port Townsend Paper Mill Wheeling Agreement

This is the second look at the Port Townsend Paper Mill Wheeling Agreement. There were some minor changes made to this one from the last one in 2015. Kevin will continue to work with the Mill on this agreement and staff will bring back to the Consent agenda for the October 5th BOC meeting.

WHEELING AGREEMENT
Between
Port Townsend Paper Corporation
And
Public Utility District No. 1 of Jefferson
County

This Wheeling Agreement, dated _____, 2020 (Effective Date), is entered into by and between Port Townsend Paper Corporation, a Washington corporation (PT Paper) and Public Utility District No. 1 of Jefferson County, a Washington municipal corporation (JPUD), sets forth the terms and conditions under which JPUD shall provide transmission capacity and wheeling services to PT Paper.

RECITALS

1. PT Paper receives electric service from both JPUD and the Bonneville Power Administration (BPA);
2. JPUD currently provides electric service to PT Paper under a special contract and BPA delivers a portion of PT Paper's electric power supply from the Fairmount Substation;
3. PT Paper owns electric transmission facilities and requires wheeling services from BPA's delivery point at Fairmount Substation to PT Paper's facilities outside JPUD's Irondale substation;

AGREEMENT

The Parties agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to set forth the terms and conditions under which PT Paper will be able to: access its power supplies delivered by BPA from the Fairmount Substation; have access to JPUD's transmission facilities to obtain and facilitate delivery of PT Paper's power to its facilities; and set forth JPUD's responsibilities to operate and maintain the PT Paper's facilities and electric transmission lines between Irondale Substation and PT Paper Mill at Port Townsend.
2. Term of Agreement. This Agreement shall become effective upon acceptance of the contract by both parties' and then continue for a period of five (5) years thereafter

unless terminated earlier in accordance with the provisions in Section 14.0 of this Agreement.

3. **Reservation of Transmission Capacity.** JPUD shall reserve transmission capacity for PT Paper on JPUD's transmission system between Fairmount Substation and the PT Paper's facilities in an amount not to exceed thirty (30) peak megawatts of capacity (PT Paper Capacity).

3.1. **Initial Limitations on Use of Transmission.** PT Paper Capacity is initially limited exclusively to the transfer of power supplies delivered by BPA to JPUD's electric system for delivery to the PT Paper.

3.2. **Optional Use of Transmission.** If, in the future, PT Paper has a desire to utilize any of JPUD facilities for transfer of power generated by PT Paper owned generation facilities for delivery through JPUD's electrical system, this Agreement will be renegotiated to include any and all reasonable costs incurred by JPUD in its discretion to accommodate such transfer of power, including but not limited to costs for equipment, facilities, and personnel needed by JPUD to meet its legal and regulatory obligations mandated by the North American Electric Reliability Corporation (NERC), Western Electricity Coordinating Council (WECC) and the Federal Energy Regulatory Commission (FERC).

3.3. **Scheduling.** PT Paper shall abide by any requirements for scheduling of power on JPUD's system.

4. **Maintenance of PT Paper Facilities.** JPUD will perform all maintenance activities and procure all necessary materials for maintaining and operating PT Paper's transmission facilities between the Delivery Point and PT Paper Mill facility located in Port Townsend using utility practices similar to those JPUD uses on its utility system and Good Utility Practices.

4.1. **Rates and Charges.** PT Paper shall pay the applicable rates and charges for the maintenance of PT Paper facilities as such charges are included in the New Rates and Charges provided for in Section 6. With respect to PT Paper's facilities (located from the Delivery Point to PT Paper Mill), JPUD will only be responsible for providing materials and incurring expenses that would normally be part of JPUD's operations and maintenance of transmission facilities. With respect to PT Paper's facilities, JPUD shall have no obligation and shall not be responsible for procuring or installing any item which it deems, in its reasonable judgment using generally accepted accounting principles for the

electric utility industry, to be a capital expense item.

- 4.2. **Scheduled Outages.** Except for emergencies, JPUD shall use its best efforts to not remove the lines involved in serving PT Paper from service without first notifying PT Paper. JPUD shall schedule removals of the lines involved in serving PT Paper from service in such a manner that the scheduled outages are to the mutual convenience of both Parties insofar as practicable.

5. **Charges for Use of Transmission Capacity.** The PUD has engaged a consultant to conduct a cost-of-service study. Until the results of the ~~current~~ cost-of-service ~~study~~work are reviewed, approved for use by the PUD, and the transmission rates that would be applicable to the transmission services contemplated by this Agreement are adopted by the JPUD Board, PT Paper shall pay to JPUD a monthly fee in the amount of \$4,100.00 for the reservation of transmission capacity (Monthly Fee). The Parties recognize that the derivation and amount of the Monthly Fee may change as part of the cost-of-service work presently being undertaken by JPUD.

Commented [JRP1]: This is the same rate as was charged in 2015

- 5.1. **Cost-Based Rates.** Any rates for the transmission-related services to be provided under this Agreement that are developed as part of the cost-of-service ~~work~~study shall be cost-based (i.e., based on the costs to JPUD of administering and providing such services and taking into account historical and projected costs).
- 5.2. **Schedule of Deposits and Charges.** Following the approval by the JPUD Board referenced in Section ~~6.35.3~~ of this Agreement, the rates and charges for the transmission-related services to be provided under this Agreement shall be published as part of the JPUD's Electric Service Regulations and Schedule of Deposits and Charges (New Rates and Charges). The New Rates and Charges shall supersede the Monthly Fee set forth in Section 6.0 of this Agreement and the New Rates and Charges shall be incorporated and made part of this Agreement from that point forward. For the avoidance of doubt, after the New Rates and Charges are established and made part of this Agreement, PT Paper shall have no further obligation to pay the Monthly Amount.
- 5.3. **Board Approval.** The establishment of the New Rates and Charges and any future changes to the New Rates and Charges must be approved by the JPUD Board of Commissioners. JPUD shall provide PT Paper notice of the date and time of any meeting of the JPUD Board where the subject of the New Rates and Charges will be on the agenda.

6. **Rates and Charges.** JPUD may take into account the cost associated with any work contained in JPUD's 4-Year Work Plan that affect the services provided under this agreement in its formulation of the Monthly Fee and/or New Rates and Charges to be charged for services provided under this Agreement.
7. **Metering.** PT Paper shall maintain commercially accurate watt-hour and demand meters at its Mill facility located in Port Townsend in accordance with the contract between BPA and PT Paper.
8. **Access to PT Paper Facilities.** PT Paper hereby grants JPUD access to all facilities owned by PT Paper as may be reasonably necessary for JPUD to perform its obligations under this Agreement. Except for emergencies, JPUD shall provide reasonable notice of its need for such access and PT Paper shall provide such access during normal work hours. Any non-emergency work performed at PT Paper's mill site will require compliance with normal mill safety procedures, including restricted site access without a mill escort.
9. **Duty of Care.** JPUD shall exercise reasonable diligence consistent with Good Utility Practices in the operation and maintenance of JPUD's electric transmission facilities between the BPA Fairmount Substation and the Delivery Point and the operation and maintenance of the PT Paper's electric transmission lines between the Delivery Point and PT Paper Mill facility located in Port Townsend. For purposes of this Agreement, "Good Utility Practices" means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the term, or, if there are no such practices, methods, and acts with respect to any specific conditions or circumstances, any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the Pacific Northwest.
10. **NERC/WECC Oversight.** JPUD has received a "Notice of Deactivation on the NERC Compliance Registry (NCR)" dated June 19, 2014, from NERC (North American Reliability Corporation). JPUD and PT Paper are aware that there is a potential for the transfer of facilities and the provision of services under this Agreement to cause NERC, WECC (Western Electric Coordinating Council), and/or FERC (Federal Energy Regulatory Commission) to impose additional regulatory requirements and reporting obligations that, if implemented, will significantly increase JPUD's cost to provide the services hereunder. The Parties intend to take all precautions to minimize the chance that NERC, WECC, and/or FERC will institute greater oversight on JPUD's transmission-related

activities. However, in the event that NERC, WECC, and/or FERC indicate that the regulatory requirements on JPUD's transmission- related activities will change from the current regulatory requirements in such a manner that will significantly increase the cost to JPUD to provide the services contemplated under this Agreement to PT Paper, JPUD will have the right to immediately cease all services and cancel this Agreement unless PT Paper indemnifies JPUD for all costs associated with the NERC, WECC, and/or FERC changes.

11. **Third Party Claims.** To the fullest extent permitted by law, each Party agrees to save, defend, and hold harmless the other Party from and against third-party claims for damages to property and damages for personal injury, including death, arising out of the negligence of its employees, officers, and agents.
12. **Assignment.** All of terms and conditions of this Agreement shall be binding on and inure to the benefit of, and be enforceable by, the successors and assigns of the Parties hereto; provided however, that no assignment or transfer of the Agreement shall be made in whole or part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempt at assignment in contravention of the provisions in this Section shall be void.
13. **Default, Cancellation of Agreement, Attorney Fees.** Failure of PT Paper to make payments to JPUD or provide JPUD with access to PT Paper's facilities pursuant to Section 9.0 may be considered a default of this Agreement if such failure is not cured within three (3) days after written notice of such failure is provided to PT Paper by JPUD. JPUD may thereafter cancel the Agreement and interrupt electrical service across JPUD's facilities after providing PT Paper with written notice of its intention to cancel the Agreement and interrupt service under this Agreement thirty (30) days prior to the actual date of cancellation. In the event it is necessary for either Party to utilize the services of an attorney to enforce any of the terms or conditions of this Agreement and such enforcing Party prevails, it shall be entitled to reimbursement of its reasonable attorney's fees and costs, including any proceeding under any chapter of the United States Bankruptcy Code. In the event of litigation regarding any terms or conditions of this Agreement, the substantially prevailing Party shall be entitled, in addition to other relief, to such actual attorney's fees and costs as demonstrated by the prevailing Party to the court. Venue for any such actions shall be exclusively in Jefferson County, Washington.
14. **Termination.** Either Party may terminate this Agreement by providing the other Party written notice of termination no later than twelve (12) months prior to the effective date of such termination. All liabilities incurred during the term of this Agreement shall be preserved until satisfied or until that Party is released from further liability hereunder.

15. Disputes. Any dispute arising out or relating to this Agreement shall be first addressed by the Parties authorized representatives. If they cannot resolve the dispute within ten (10) days after notice of the dispute, then it shall be referred to the senior management of the two Parties, which shall make a good faith effort to mediate and resolve the dispute within an additional twenty (20) days or such other period of time as they agree in a writing signed by both Parties. If the matter cannot be resolved by senior management, it shall be submitted to binding arbitration in Jefferson County, Washington. Any dispute arising out of or related to this Agreement including the breach, termination, or validity thereof, which has not been resolved by mediation as provided herein with forty-five (45) days after initiation of the mediation procedure, shall be finally resolved by arbitration in accordance with International Institute for Conflict Prevention & Resolution Rules for Non-Administered Arbitration currently in effect, by a sole arbitrator; provided however, that if one Party fails to participate in either the negotiation or mediation as set forth herein, the other Party can commence arbitration prior to the expiration of the aforementioned time periods. The arbitration shall be governed by the Federal Arbitration Act 9 U.S.C. 1, et. Seq., and the judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction. The location of all arbitration activities shall be Jefferson County, Washington. The arbitrator shall apply Washington law, without regard to conflict of law principles. Both Parties agree that the procedures outlined in this paragraph are the exclusive methods of dispute resolution. The Parties shall share equally the cost of the arbitration, and shall bear their own attorney's fees relating to arbitration.

16. Notices. Any and all notices under this Agreement shall be made in writing and may be given by personal delivery, delivered by a nationally recognized express courier service; or transmitted electronically with appropriate confirmation record. If notices are transmitted electronically the sender must also transmit the original by first class US Mail or delivered by registered or certified U.S. Mail. Notice correspondence between the Parties shall be sent to the following addresses (or other such addresses for a Party as has been specified by a prior notice given pursuant to the terms herein):

PT PAPER:

Port Townsend Paper PT Paper
Attn: Kevin Scott
100 Mill Road
Port Townsend, WA 98368
Telephone: 360-379-2000
Email: kevins2@ptpc.com

JPUD:

PUD No.1 of Jefferson County
Attn: Kevin Streett

Wheeling Agreement (PT Paper and JPUD)

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310 Four Corners Road
Port Townsend, WA 98368
Telephone: 360-385-8340
Email: kstreett@jeffpud.org

If any notice is given solely by US Mail, it will be deemed effective upon the earlier of:

- (a) seventy-two (72) hours after deposit in the US Mail addressed to the appropriate address with postage prepaid, or
- (b) actual delivery or refusal to accept delivery, as indicated by the return receipt. If given by personal delivery or overnight air courier, the notice will be deemed effective when delivered.

IN WITNESS WHEREOF, the Parties have signed this Agreement effective as of the Effective Date.

PORT TOWNSEND PAPER CORPORATION

By: _____

Name: Kevin Scott

Title: President

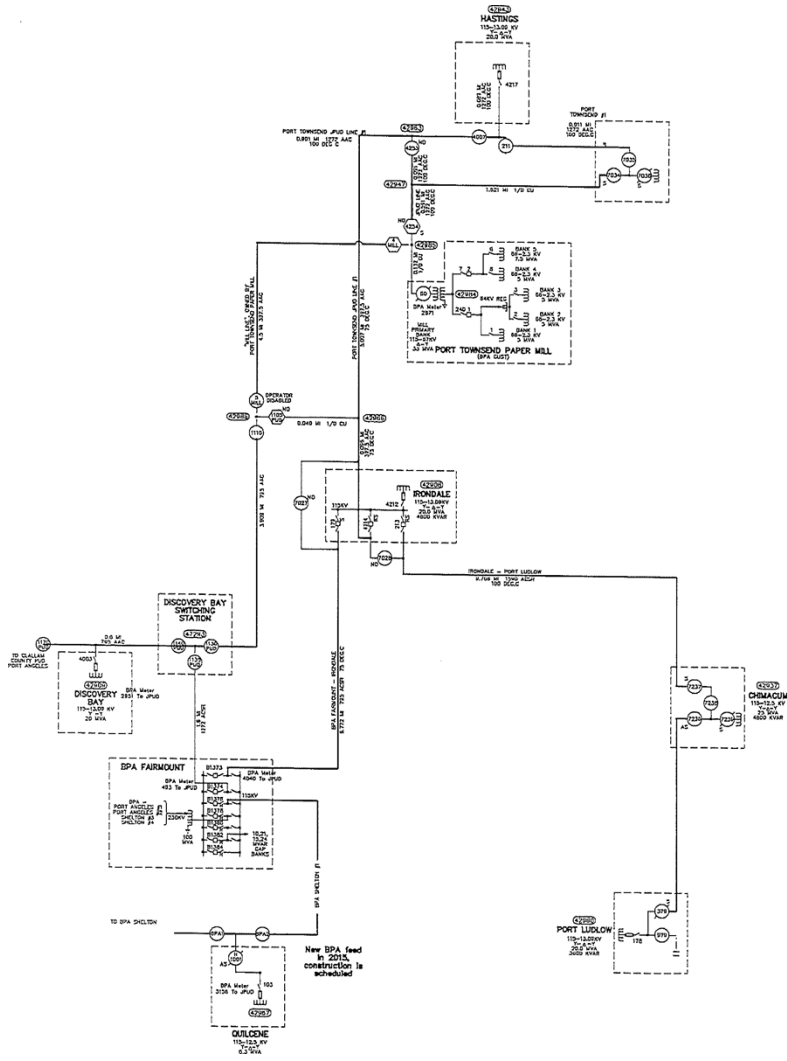
PUBLIC UTILITY DISTRICT NO. 1 OF JEFFERSON COUNTY

By: _____

Name: Kevin Streett

Title: General Manager

Exhibit 1



Wheeling Agreement (PT Paper and JPUD)

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Wheeling Agreement (PT Paper and JPUD)

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AGENDA REPORT

DATE: September 15, 2020

TO: **Board of Commissioners**

FROM: Kevin Streett

RE: Risk Management Final review

This will be the final review of the Risk Management policy.

Jefferson County Public Utility District Risk Management Policy



Effective: DATE
Adopted Resolution: XXX

1.0 RISK MANAGEMENT POLICY

Risk is an inherent attribute of all utility activities. Risk is operationally defined as the probability that actions taken or not taken by utility employees will result in financial gain or loss. The objective of Jefferson County Public Utility District’s (the District) risk management involves the continual identification of the District’s exposure to accidental, contractual, legal, or regulatory losses.

The Risk Management Policy provides direction on the following topics:

1. Risk Management	1
1.01 General Risk Management	2
1.02 Risk Management Policy Adoption and Review	2
2. Insurance	3
2.01 Insurance Coverage	3
2.02 Insurance Monitoring and Reporting	4
3. Power Risks	4
3.01 Management of Power Supplier Relationships	4
3.02 Power Supplier Monitoring	4
3.03 Portfolio Diversity	5
3.04 Energy Delivery Risks	5
4. Water Risks	5
4.01 Water Regulatory Compliance	5
4.02 Water Services Delivery Risks	5
5. Broadband Risks	6

5.01	Broadband Services Delivery Risks	6
6.	Cybersecurity & IT Security	6
7.	Operational Risks	7
8.	Regulatory & Legislative Risks	8
9.	Sustainability Risks	8
10.	Other Types of Risk Management	9

1.01 General Risk Management Policy

It is the policy of the District that risks associated with the organization’s operations will be proactively managed in a cost-effective and efficient manner consistent with prudent utility management practices. The District is committed to the highest standards of risk management. The Board, GM, and staff will comply with the guidelines set forth within the District’s Risk Management Policy.

It is the intent of the District to protect itself against accidental loss or losses which affect personnel, property, assets, or the ability of the District to fulfill its mission. Actions to support this intent include the following:

1. Protecting against the consequences of losses that are catastrophic in nature;
2. Preserving District property, assets, and provided services;
3. Developing and maintaining a system that continually reexamines exposures, losses, and financing resources.

To achieve these objectives, the District utilizes risk management processes to minimize the probability and mitigate the effects of accidental losses at the most reasonable cost.

1.02 Risk Management Policy Adoption and Review

The Board is responsible for ensuring that the Risk Management Policy is up-to-date. To maintain effective and current guidance, the Board delegates responsibility to the GM to work with the appropriate staff members to review the Risk Management Policy on an annual basis. As necessary, the GM will coordinate with the Board to identify any necessary revisions that reflect:

- ☒ Changes in applicable legal and regulatory requirements
- ☒ Changes in the District’s services and operations
- ☒ Changes in the District’s risk management strategy or philosophy

The Risk Management Policy will be reviewed by the Board on an annual basis, and any subsequent amendments will be adopted by a majority vote of the Board.

2.0 INSURANCE

2.01 Insurance Coverage

It is the policy of the District to protect the organization against unpredictable loss through reasonable use of insurance and/or participation in risk pools. This policy is designed to establish processes to review and monitor the organization's insurance coverage.

In general, the District will ensure sufficient coverage when the risk is of a catastrophic nature or potentially beyond the capacity of the organization to absorb, or when it is required by law or contract. However, insurance will be limited to the availability of coverage at a reasonable cost, consistent with the probable frequency, severity, and impact of potential losses on the financial stability of the organization.

In specific, the District will maintain insurance or participate in an insurance pool for protect against risks related to the following areas:

- Crime
- Cyber Risk
- Excess Liability
 - Automobile
 - Community Service Activity
 - Emergency Assistance
 - Employer's Liability
 - Employment Practices
 - Failure to Supply
 - General
 - Joint Venture
 - Jones Act
 - Medical Malpractice Injury
 - Pollution
 - Standard Board Activity
- Property
- Public Officials Liability
- Wildfires
- Worker's Compensation

At the point of renewing any insurance contracts, the Board will collaborate with the GM to determine appropriate minimum coverage levels. This decision will be informed by the District's needs, comparison to data from peer agencies, industry trends, and recommendations from the insurer.

It is the current practice of the District to retain membership within the Public Utility Risk Management Services (PURMS). PURMS is a public entity risk pool organized on December 30, 1976 in the State of Washington under Revised Code of Washington (RCW) 54.16.200. It currently operates under RCW 48.62. Its members include the District, along with 17 other public utility districts and NoaNet. The objectives of PURMS are to formulate, develop and administer a program of self-insurance in order to obtain lower costs for the various coverages provided to its members.

2.02 Insurance Monitoring and Reporting

The GM will share a summary of the District’s insurance coverage with the Board on an annual basis for review and approval. If there are any significant changes to the District’s insurance coverage, the GM will notify the Board within one week.

The Board also delegates to the GM the responsibility to develop a process by which any and all insurance providers will be promptly notified of significant changes to District operations or assets that may impact coverage.

3.0 POWER RISKS

3.01 Management of Power Supplier Relationships

It is the policy of the District that risks related to the acquisition and subsequent delivery of power will be mitigated through contract management, ongoing monitoring of the contracted power suppliers, and future consideration of the diversity of the energy portfolio.

It is the current practice of the District to acquire the majority of its energy supply through a power purchase contract with the Bonneville Power Administration (BPA). The District manages its energy delivery risks by ensuring that the contract with BPA—or any other third-party contracted with to provide energy—includes:

- ☒ Appropriate contractual penalties for non-delivery
- ☒ Appropriate insurance, including evidence of coverage

In addition, the District manages its exposure to energy supplies through involvement with peer organizations, such as the Public Power Council and the Washington PUD Association.

3.02 Power Supplier Monitoring

It is the policy of the District to monitor and mitigate risks related to third-party power suppliers by participating in working groups and advocacy coalitions. This is primarily accomplished through participation in the Public Power Council (PPC). The mission of the PPC

is to preserve and enhance the benefits of the Federal Columbia River Power System (including the BPA) for consumer-owned utilities.

The Board should receive and review information from the PPC or similar groups on a biannual basis. The GM will be responsible for identifying and summarizing relevant information to share with the Board.

3.03 Future Energy Diversity

It is the policy of the District to explore the possibility of acquiring energy from a geographically and technologically diverse power suppliers and generating assets. As such, the District may consider diversity as one of the selection criteria when soliciting or renewing energy contracts.

3.04 Energy Delivery Risks

The District manages energy delivery risks by utilizing both in-house and BPA resources to perform load forecasting in line with standard utility practice.

As noted in the Insurance section, it is also the policy of the District to carry adequate insurance to protect against critical loss due to any issues related to providing power to customers (see 2.01 Insurance Coverage).

4. WATER RISKS

4.01 Water Regulatory Compliance

It is the policy of the District to maintain a set of processes to ensure that all water-related regulatory compliance requirements are met. Accordingly, the Board authorizes, delegates, and directs the GM to conform District operations to applicable regulatory standards for the provision of clean and safe water. As part of this work, the GM is responsible for documenting, auditing, and reporting on all mandatory compliance requirements, including regularly conducting water quality tests and annually producing the Consumer Confidence Reports on water quality testing results.

On a quarterly basis, the GM will report on the status of compliance with the application regulations to the Board.

As noted in the section 8.0 Regulatory and Legislative Risk Policy, the District will monitor new regulatory compliance requirements through participation in working groups and advocacy coalitions like the Washington Public Utility District Association (WPUDA).

4.02 Water Services Delivery Risks

It is the current practice of the District to source water through wells throughout East Jefferson County. To mitigate water service delivery risks, it the policy of the District to maintain a 10-year Water Plan to identify and determine sufficient water supply and infrastructure requirements to meet current and future needs.

As noted in the Insurance section, it is also the policy of the District to carry adequate insurance to protect against critical losses due to any issues related to providing water-related services to customers (see 2.01 Insurance Coverage).

5. BROADBAND RISKS

5.01 Broadband Services Delivery Risks

The District owns and operates a high-speed open-access fiber optic broadband network. In addition, through membership within the Northwest Open Access Network (NoaNet), the District owns a broadband network that is operated by NoaNet. Under Washington State law, the District is authorized to sell wholesale telecommunications services. Most of the major institutions within Jefferson County—including schools, government offices, medical facilities, and first responder buildings—are connected to the District’s network.

Within this context, it is the policy of the District to maintain a set of processes to ensure that network outages and downtime are as limited as possible. The GM is responsible for determining appropriate procedures to reduce network outages and downtime. Activities may include, but are not limited to, maintaining agreements with broadband operators to monitor the network and respond within a specified timeframe to any disturbances.

As noted in the Insurance section, it is also the policy of the District to carry adequate insurance to protect against critical losses due to any issues related to providing broadband-related services to customers (see 2.01 Insurance Coverage).

6. CYBERSECURITY & IT SECURITY

Cybersecurity risks are those related to the probability of exposure or loss resulting from a cyber-attack or data breach within the District. Information Technology (IT) Security risks are those related to the probability of exposure or loss resulting from the misuse of IT systems, hardware, or software.

It is the policy of the District to monitor and mitigate cyber and IT-related risks by maintaining insurance for adequate protection against cybersecurity breaches (see 2.0 Insurance policy), ensuring that relevant policies are developed, implemented, and kept up-to-date, and supporting regular cybersecurity assessments.

The Board will delegate to the GM responsibility for ensuring that the District operates with policies in place that address the following areas:

Area	Minimum Scope
IT Governance	Policies in this area should minimally include guidelines for how the District makes strategic IT decisions related to projects and purchases, as well as IT hardware/software procurement and asset management guidelines.
IT and Cyber Security	Policies in this area should minimally cover information security (including employee roles and responsibilities, system access control, and password management), IT disaster recovery, IT/cyber incident response procedures.
IT Usage	Policies in this area should minimally include acceptable use guidelines for computers and phones used to complete District business that are owned by the company and/or employees.
Data Governance and Retention	Policies in this area should minimally include data storage, backup, and retention guidelines, data security and privacy practices, Payment Card Industry (PCI) compliance, and email retention guidelines.

Each policy will be reviewed and approved by the Board and will stipulate the frequency of review by the GM and Board.

In addition, the Board delegates to the GM the responsibility to conduct annual cybersecurity assessments.

In terms of communication, the GM will share a summary of the District’s cybersecurity risks and general mitigation efforts with the Board on an annual basis for review and approval. If there are any significant cybersecurity breaches or attacks, the GM will notify the Board as soon as possible. In addition, the GM is responsible to share the results of any cybersecurity assessments, including proposed mitigation plans for any identified issues. Finally, the GM will share regular information about new technology initiatives, platforms, or third party vendors that may present cybersecurity risks to the Board for review and approval.

7. OPERATIONAL RISKS

Operational risk consists of the potential for failure of the District to act effectively to plan, execute and control organizational activities. Operational risk includes the potential for:

1. Organizational structure that is ineffective in addressing risk (i.e., the lack of sufficient authority to make and execute decisions, inadequate supervision, ineffective internal checks and balances, incomplete, inaccurate and untimely forecasts or reporting, failure to separate incompatible functions, etc.).

2. Absence, shortage, or loss of key personnel or lack of cross-functional training.
3. Lack or failure of facilities, equipment, systems, and tools such as computers, software, communications links and data services.
4. Exposure to litigation or sanctions resulting from activities like violating laws and regulations, not meeting contractual obligations, failing to address legal issues and/or receive competent legal advice, and not drafting and analyzing contracts effectively.
5. Errors or omissions in the conduct of daily operations, including activities like failing to execute transactions or violating guidelines and directives from the Board.

It is the policy of the District to monitor and mitigate operational risks through appropriate development and implementation of policies, performance of ongoing and timely internal and external audits, and hiring a GM with sufficient expertise, skills, and integrity to adequately oversee the District's daily operations and staffing needs.

First, the Board manages operational risks by establishing a robust policy framework to guide operations. As such, the Board will ensure the District operates with policies in place that address the following areas, at minimum:

- ☒ 3- to 5-year strategic plan for the District
- ☒ Cybersecurity and IT security and governance (see 6.0 Cybersecurity & IT Security Policy)
- ☒ Emergency planning and disaster preparedness
- ☒ Employee and Board conduct, including conflict of interest, discrimination and harassment, retaliation/whistleblowing, and other ethical concerns
- ☒ Procurement and purchasing

Each policy will stipulate the frequency of review by the GM and/or Board.

Second, the Board manages operational risks by ensuring that the District performs ongoing and timely internal and external audits, as detailed in the District's Financial Policy.

Third, the Board manages operational risks by hiring and delegating to a GM with sufficient expertise, skills, and integrity to adequately oversee the District's daily operations and staffing needs. The GM shall propose changes to the District's Organizational Structure, as necessary to accomplish the District's Strategic goals, and submit said changes to the Board for final approval. It is the responsibility of the GM to ensure proper implementation of District resolutions, administering directives, staffing policies and procurement procedures. In addition, the GM is responsible for hiring and terminating all employees, ensuring sufficient cross-training amongst staff so that critical functions are maintained without interruption that employees are aware of their responsibilities related to risk management.

8. REGULATORY & LEGISLATIVE RISKS

Regulatory risk encompasses risks associated with shifting state and federal regulatory policies, rules, and regulations that could negatively impact the District. Legislative risk is associated with actions by federal and state legislative bodies, such as any adverse changes or

requirements that may infringe on the District’s autonomy, increase its costs, impact its customer base, or otherwise negatively impact the District’s ability to fulfill its mission.

It is the policy of the District to monitor and mitigate regulatory/legislative risk by participating in a variety of working groups and advocacy coalitions. This is primarily accomplished through membership in the Washington Public Utility District Association (WPUDA). WPUDA’s main activities include:

- ☒ Representing PUDs in state, regional, and national legislative and policy processes.
- ☒ Providing information about PUDs and policy issues to its members and the public.
- ☒ Offering training and development programs for utility leaders.
- ☒ Providing opportunities for PUD leaders and staff to meet, share information, and plan cooperative activities.

In addition, the District Board and GM are responsible for regularly participating in regulatory rulemaking proceedings and legislative affairs to protect the District’s interests.

9. SUSTAINABILITY RISKS

It is the policy of the District to recognize, monitor, and, where feasible, mitigate risks related to environmental sustainability and changes to the regional climate.

Sustainable energy is a core aspect of the District’s mission. In addition, the District recognizes that changes in the regional climate have the capacity to create ongoing economic, social, and environmental risks. The primary potential impacts to District operations includes changes in streamflow that may impact hydroelectric generation, changes in energy consumption patterns, and increased threats from weather events.

While prioritizing the need for the District to remain financially viable, the Board delegates to the GM to pursue sustainability goals and activities that can help mitigate risks related to environmental changes, including:

- ☒ Continue the District’s efforts to provide electric power that utilizes low-carbon, renewable resources to the extent possible and practical without impacting safety or reliability.
- ☒ Continue the District’s efforts to educate and help the community conserve water and electrical resources.
- ☒ Continue efforts to reduce local carbon emissions as suggested in the Port Townsend Jefferson County Climate Action Plan.
- ☒ Continue efforts to increase community resiliency by supporting local, renewable electricity and other technologies such as “demand response” and “smart grid.”
- ☒ Participate in local, state, and regional efforts to encourage, develop and enact measures to mitigate carbon emissions in the energy sector that may contribute to climate change.

The GM is responsible for monitoring ongoing environmental, technical and economic trends transforming the utility industry. On an annual basis, the GM will present a summary of new trends and potential measures to prepare for and minimize the effects of environmental change that could impact the District’s operations.

10. OTHER TYPES OF RISK MANAGEMENT

This Risk Management Policy is not intended to address the following types of risk, which are treated separately in other official policies, plans, and regulations of the District:

Risk Area	District Policy
Cybersecurity and information technology security and governance	Employee Handbook
Discrimination, harassment, and retaliation	Employee Handbook
Emergency planning and disaster response	Electric Emergency Plan, and Water Emergency Plan
Governance process, including role of the Commission and its Committees	Governance Policy
Internal controls	Financial Policy
Investments and financial exposure	Finance Policy
Procurement, purchasing, and contracting	Procurement Policy
Strategic planning	District Strategic Plan
Whistleblowing	Employee Handbook
Worker health and safety	Employee Handbook



AGENDA REPORT

DATE: September 15, 2020

TO: **Board of Commissioners**

FROM: Kevin Streett

RE: General Counsel Contract Draft

Attached is a draft of the new proposed contract for our General Council. There are a couple of changes from the last one. Staff recommends a motion to approve.

GENERAL COUNSEL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of September, 2020, by and between the JEFFERSON COUNTY PUBLIC UTILITY DISTRICT No. 1, a Washington Public Utility District (“JPUD”) formed under Title 54 of the Revised Code of Washington, and Ascent Law Partners LLP, hereinafter referred to as "Ascent," or “Joel Paisner.”

RECITALS

WHEREAS, JPUD requires General Counsel services to be performed, and

WHEREAS, the JPUD Board of Commissioners have approved entering into an Agreement with Joel Paisner as General Counsel; and

WHEREAS, JPUD conducted a competitive process in 2015 and where Joel Paisner and Ascent Law Partners LLP were selected to assist JPUD with certain legal issues; and

WHEREAS, JPUD initially appointed Joel Paisner as General Counsel, to JPUD on April 23, 2018, and where it finds he is qualified and possesses the expertise, ability and skill necessary to perform such services; and

WHEREAS, this agreement formalizes the services to be provided hereunder;

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. Scope of Service

Joel Paisner will continue to provide all legal services customarily performed by General Counsel to JPUD, including, but not limited to the following duties, tasks, and responsibilities:

A. Provide legal counsel, advice, representation and consultation as requested on all matters affecting JPUD.

B. Be available for consultation with JPUD Board of Commissioners and staff as needed, attend all meetings as necessary, and oversee all legal matters that are within the scope of this Agreement.

C. Prepare and/or review legal and legal-related documents as requested, including resolutions, interlocal agreements, contracts, bid documents, policies, directives, reports, memorandum, and all other documents, agreements and related materials necessary to provide JPUD advice, representation and counsel.

D. Oversee provision of legal services necessary and required by JPUD's Board Commissioners at Jefferson County Public Utility District.

2. Term and Files. The effective date of this agreement is September ____, 2020, and shall be for a term of five (5) years. It is further agreed that after the termination of this engagement, Ascent will upon your written request deliver to you any files related to the matters on which legal services have been provided. It is agreed that JPUD will retain such files for at least three years, and that we will have access to these files and items upon request for any reasonable purpose.

3. Fees. In consideration for Joel Paisner's legal services, JPUD agrees to pay the following, upon receipt of a monthly, detailed invoice:

a. **Monthly Flat Fee.** JPUD agrees to pay a monthly flat fee of \$7,000 (Seven Thousand Dollars) per month for services that relate to attending bi-monthly meetings of the Board of Commissioners, all work involved with staff and the Commissioners to assist in preparing the agenda, review and preparation of resolutions, travel to and from the meetings, and all related work.

b. **Hourly Fee.** JPUD agrees to pay an hourly fee for legal work for matters outside the Monthly Flat fee work described above. The hourly rate shall be at \$375 (Three Hundred and Seventy-Five Dollars) per hour. To the extent work can be performed by associates at Ascent Law Partners, LLP, such hourly rate shall be \$300 (Three Hundred Dollars) per hour. Any work performed by a paralegal shall be performed at an hourly rate of \$175 (One Hundred and Seventy-Five Dollars) per hour.

c. **Expenses.** JPUD agrees to reimburse for expenses such as mileage based on the current IRS reimbursable rate, ferry fees, and other similar expenses. Ascent does not charge for routine charges related to photocopying, faxes, postage and the like. Large copying or other projects will be billed solely at out-of-pocket expenses.

4. Disputes. Any dispute, claim, or controversy arising out of or relating to this representation or agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction.

5. Miscellaneous. This agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall together constitute one (1) instrument. Ascent shall maintain appropriate legal malpractice insurance, automobile liability, and commercial insurance. Upon request, Ascent shall provide certificates of insurance to JPUD. This is the entire agreement between the parties, and any changes to it shall be in writing, signed by both parties.

JEFFERSON COUNTY PUBLIC UTILITY DISTRICT NO. 1

Kevin Streett, General Manager
Dated _____

ASCENT LAW PARTNERS, LLP

Joel R. Paisner, Partner
Dated _____



AGENDA REPORT

DATE: September 15, 2020

TO: **Board of Commissioners**

FROM: Kevin Streett

RE: Port of Port Townsend Interlocal agreement

This is a first review of the Port of Port Townsend ILA. After any changes, Kevin would be authorized to negotiate the terms and conditions to be provided in Exhibit A which is how the PUD will plan, develop and deploy the Port's wholesale broadband network.

**INTERLOCAL AGREEMENT
BETWEEN THE JEFFERSON COUNTY PUD NO. 1 AND
THE PORT OF PORT TOWNSEND**

This Interlocal Agreement ("Agreement") made and entered into this ____ day of _____, 2020, pursuant to the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act, by and between Jefferson County PUD No. 1, hereinafter referred to as the "PUD," and the Port of Port Townsend, hereinafter referred to as the "Port" (collectively referred to as "the Parties").

WHEREAS, The PUD and the Port are two local governmental agencies operating in Jefferson County, State of Washington; and

WHEREAS, RCW 39.34.080 permits public agencies to contract with one another for the performance of certain governmental services. Under the Act, public agencies may enter into agreements with one another for joint or cooperative action. and

WHEREAS, The PUD has engineering experience that the Port seeks to utilize, and

WHEREAS, The Port and the PUD both have the authority to develop and operate wholesale broadband networks and seek to collaborate to provide wholesale broadband services in Jefferson County, Washington.

NOW, THEREFORE, based upon mutual covenants to be derived from this Agreement, the Parties agree as follows:

1. Purpose: It is the purpose of this Agreement to allow the Parties to cooperate and make the most efficient use of their resources by enabling the Port to utilize the PUD's engineering services, whether provided internally or contracting out. In addition, the Parties seek to cooperate in order to procure any related contractors, materials and equipment for services provided pursuant to this Agreement. The Parties also seek to cooperate with each other to extend wholesale broadband services to customers in Jefferson County, Washington, and to provide terms and conditions where the PUD will construct, operate and maintain the Port's wholesale broadband network.

2. Requesting Services. (a). For engineering services, the party requesting engineering services shall provide a written request to the party providing such services. The requests shall describe the services, the timing anticipated for the services, and the maximum dollar amount paid for the services. The party providing such services shall timely respond to any request in writing, and if agreeing to provide the services, it shall provide all necessary documentation authorizing the work to be performed. All final work agreements shall be executed by the PUD's General Manager and the Executive Director of the Port. It shall be at each party's discretion to undertake any request for services.

(b) For wholesale broadband services, the Parties shall work together to plan, design construct any wholesale broadband facilities to be owned by the Port and operated and maintained by the PUD. Exhibit A to this Agreement provides the specific terms and conditions regarding the Interlocal Agreement Between Jefferson PUD and Port of Port Townsend

planning, development, permitting, construction and operation of all wholesale broadband services that are subject to this Agreement. Upon completion of construction of any of the Port's wholesale broadband facilities, each Party shall retain their respective ownership of all their properties. This Agreement does not contemplate joint ownership of property. The PUD agrees to provide the services detailed in the attached Exhibit A to this Agreement, after the Parties have agreed upon the specific terms and conditions.

3. Compensation: Each Party shall compensate the other Party for the actual cost of services rendered including, be not limited to employee(s) wages (direct rate plus benefits); overhead costs at its current rate in use reimbursement for any and all necessary materials purchased to complete the services; and any costs required for professional insurance coverage necessary. Attached as Exhibit B to this Agreement is a current rate schedule for the services to be provided pursuant to this Agreement. The Parties agree to update Exhibit B on an annual basis. For purposes of the development of wholesale broadband facilities, Exhibit A shall provide terms and conditions regarding the costs of planning, developing, permitting, constructing and operating the network. Any rates to be charged customers for the wholesale broadband network shall be approved by the Port, and if requested, the PUD may provide a recommendation regarding rates to be charged.

4. Employees: Employees assigned to work pursuant to this Agreement remain employees of their respective agency at all times and shall perform the work requested under sole supervision of their agency. Procedures used in performance of work pursuant to this Agreement shall be mutually agreed to in writing.

5. Hold Harmless and Indemnification: Each party (the "Indemnitor") shall hold the other (the "Indemnitee"), harmless, indemnify and defend the other, its board or commission members, officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including, but not limited to, reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the performance of this contract, its employees, agents, or subcontractors or anyone for whose acts any of them may be liable, except for injuries and damages caused by the sole negligence of the Indemnitee. If the claim, suit or action involves concurrent negligence of the Parties, the indemnity provisions provided herein shall be applicable only to the extent of the percentage of each party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Contract.

6. Insurance: The PUD is self-insured through its membership in the Pacific Underwriters Management Services. The Port is self-insured through its membership in the _____ . Within 30 days of executing this Agreement the JPUD and the Port shall mutually provide to each other certificates of coverage from their respective Risk Pools. Both Parties agree that not less than thirty(30) days prior to cancellation, suspension, reduction or material

change in the membership of a party in its respective Risk Pool, notice of same shall be given to the other party by registered mail, return receipt requested and by email. The Parties further agree that their membership in their respective Risk Pools provide coverage for the following categories of risk and with coverage limits that equal or exceed what is listed below:

General Liability—with a minimum limit per occurrence of one million dollars (1,000,000) and an aggregate of not less than two million dollars (\$2,000,000) for bodily injury, death and property damage unless otherwise specified in the contract specifications.

Business Automobile Liability coverage— with a minimum limit per occurrence of one million dollars (\$1,000,000) and an aggregate of not less than two million dollars (\$2,000,000). Said coverage shall include liability coverage for all owned, non-owned and hired motor vehicles.

Worker's Compensation insurance with minimum limits not less than that required by state law.

Errors and Omissions for Professional Services Provided

Each party to this Agreement agrees that the coverage provided to it by its membership in its respective Risk Pool shall be primary with respect to any third-party claim presented to that party for the alleged negligent act and omissions of its employees, contractors or representatives. With respect to all claims of third-party liability against one party to this Agreement the coverage provided to the OTHER party by its membership in a Risk Pool shall be non-contributory.

7. **Compliance with Laws:** Each party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.

8. **Relationship of the Parties:** No agent, employee or representative of any party shall be deemed to be an agent, employee or representative of any other party for any purpose, and the employees of one party are not entitled to any of the benefits any other party provides to its employees.

9. **Agreement Not for Benefit of Third Parties:** This Agreement is entered into solely for the benefit of the Parties hereto and vests no rights in, or is it enforceable by, any third parties.

10. **Dispute Resolution:** In the event any dispute should occur under this Agreement or related to the performance of any person or equipment, the dispute shall be referred to the General Manager of the PUD and the Executive Director of the Port for resolution. If not resolved within (30) days of referral, either party may pursue such legal actions as it may have available.

11. **Waiver and Venue:** A failure by any party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement. This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any

action at law, suit in equity or other judicial proceeding for the enforcement of this agreement may be instituted only in a court of competent jurisdiction in the State of Washington, County of Jefferson.

12. Duration and Termination: This Agreement shall commence and be effective upon execution and remain in full force and effect until terminated by agreement of the Parties, or by written notice of termination given by one party to the other party at least thirty (30) days prior to the date of such termination.

13. Severability: If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

14. Entire Agreement – Modification: The written provisions and terms of this Agreement supersede all prior written and verbal agreements and/or statements by any representative of the Parties, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. This Agreement shall contain the entire Agreement between the parties unless modified in writing and signed by authorized representatives of the Parties.

15. Filing: Pursuant to RCW 39.34.040, this Agreement shall be posted on the PUD and Port websites and/or filed with the County Auditor.

In Witness Whereof, the parties have executed this Agreement this ____ day of _____, 2020.

JEFFERSON COUNTY PUD NO. 1

PORT OF PORT TOWNSEND

Kevin Streett, General Manager

Eron Berg, Executive Director

EXHIBIT A

NETWORK DEVELOPMENT, OPERATIONS AND ENGINEERING SERVICES

EXHIBIT B

RATE SCHEDULE FOR SERVICES AND MATERIALS



AGENDA REPORT

DATE: September 15, 2020

TO: **Board of Commissioners**

FROM: Kevin Streett

RE: Blue Banner Pole Attachment Request

The **Blue Star Banner Program** is all about remembering our local men and women who are currently serving in the military service by installing street banners throughout Washington. **Blue Star Banners** remain installed as long as the service member is in the Armed Forces. Once they leave the service, they will be presented with their banner.