

**Special Meeting Agenda**  
**PUD Board of Commissioners**  
Tuesday, April 13, 2021 10:00 AM  
Zoom Port Townsend, WA 98368



To join online go to: <https://zoom.us/my/jeffcopud>. Follow the instructions to login. Meetings will open 5 minutes before they begin. TOLL FREE CALL IN #: 833-548-0282, Meeting ID# 4359992575#. Use \*6 to mute or unmute. \*9 to raise a hand to request to speak.

**1. Call to Order**

Per the Governor's Extended Proclamation 20-28 and in response to the COVID-19 Pandemic, Jefferson County PUD is no longer providing an in-person room for meetings of the BOC. All meetings will be held remotely via Zoom until otherwise informed by the Governor. Participant audio will be muted upon entry. Please unmute at the appropriate time to speak. If you are calling in, use *\*6 to mute and unmute and \*9 to raise a hand to request to speak.*

**2. Agenda Review**

**3. Discussion: Broadband Philosophy**

**4. Presentation & Review: Draft Broadband Policies and Rates**

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[Draft Telecom Policy Manual 040821 CLEAN.docx](#) 

[Rate Schedule 040821.docx](#) 

**5. Adjourn**

**TELECOMMUNICATIONS CUSTOMER SERVICE POLICIES  
OF THE PUBLIC UTILITY DISTRICT OF JEFFERSON COUNTY, WASHINGTON**

**Adopted: April xx, 2021**

**1.0 APPLICABILITY OF POLICIES**

These Telecommunications Customer Service Policies are subject to revision by the Commission of the District from time to time as determined to be in the District's best interests.

The District provides telecommunications services and facilities in accordance with the provisions of RCW 54.16.330. The District reserves the right to discontinue any service at any time and in the event that any Customer shall fail to comply with these Policies. Service also may be disconnected by the District at any time to prevent fraudulent use or to protect its property.

Contracts between the District and Customers for specialized services such as telecommunication transport services or dark fiber may contain different terms and conditions from those set forth in these Telecommunications Customer Service Policies provided such contracts are approved by the District's Commission and further provided that such contracts shall comply with RCW 54.16.330 requiring that the rates, terms, and conditions for such services are not unduly or unreasonably discriminatory or preferential.

## 1.1 DEFINITION OF TERMS

Special terms when used in these policies shall have the following definitions:

<u>Commission</u>	The elected Board of Commissioners of Public Utility District of Jefferson County, Washington.
<u>Customer</u>	A person or entity purchasing wholesale Telecommunications Services from the District. A Customer may not be a retail user of Telecommunications Services.
<u>Due Date</u>	The date by which the Customer's payment for Telecommunications Services must be received by the District as specified on the District's Billing Statement. The Due Date will be 30 days after the billing date specified on the bill, or the next business day if the 30 <sup>th</sup> day is a weekend or a holiday.
<u>Pre-Pay</u>	An agreement by the District and the Customer obligating the Customer to make advance payment for Telecommunications Services or Facilities.
<u>Special Fiber Construction</u>	District may require the Customer to pre-pay for some cost of construction needed to add a User to the network before the customer is added to the network. Special Fiber Construction may be charged if the Customer asks to connect to a User to anywhere other than the normal Fiber Demarcation Point. Special Fiber Construction may also be assessed for Users for which there are high costs of connection required to connect to the network.
<u>Telecommunications Services</u>	All telecommunications services and facilities provided to Customers as set forth in an applicable District rate schedule.
<u>Telecommunication Facilities</u>	Those facilities required to provide Telecommunications Services. This includes, but is not limited to, fiber, vaults, switches, routers and gateways.
<u>Fiber Demarcation Point</u>	The designated connection point at which the District's facilities end. The final location of the Fiber Demarcation Point

shall be determined exclusively by the District. District devices will, to the extent feasible, be installed only in locations that allow free and safe access for installing, removing and testing.

User

A person or entity that is receiving access to Telecommunications Services from a Customer

## **2.0 TELECOMMUNICATION GENERAL POLICIES**

### **2.1 RATE SCHEDULE**

A Rate Schedule has been adopted by the Commission to establish charges for Telecommunications Services. The Commission may revise the rate schedule from time to time and at any time as they determine necessary or advisable. Copies of the current rate schedules are available upon request.

### **2.2 LIMITATIONS OF DISTRICT OBLIGATIONS**

The District will attempt to provide, but does not guarantee, a regular and uninterrupted supply of service. The District may suspend the delivery of service for the purpose of making repairs or improvements to its Telecommunications Facilities. Repairs or improvements that can be scheduled will be scheduled, when feasible, at such time as to minimize impact to Customers and Users. Telecommunications Services/Facilities are inherently subject to interruption, suspension, curtailment and fluctuation. In no event, however, shall the District be liable to its Customers or any other persons for any damages to person or property arising out of, or related to, any interruption, suspension, curtailment or fluctuation in service if such interruption, suspension, curtailment or fluctuation results in whole or part from any of the following:

- A. Causes beyond the District's reasonable control including, but not limited to, accident or casualty, fire, flood, drought, wind, acts of the elements, court orders, insurrections or riots, breakdowns of or damage to equipment/facilities of District or of third parties, acts of God or public enemy, strikes or other labor disputes, civil, military or governmental authority; or
- B. Repair, maintenance, improvement, renewal or replacement work on District's Telecommunication Facilities, which work, in the sole judgment of District, is necessary or prudent; or
- C. Automatic or manual actions taken by District, which in its sole judgement are

necessary or prudent to protect the performance, integrity, reliability or stability of District's telecommunication system or any telecommunication system with which it is interconnected.

### **2.3 LIMITATIONS OF DAMAGES**

In no event shall the District have any obligation or liability for any lost profits, consequential, incidental, indirect, special or punitive damages of any type arising out of, or in any way connected to, the District's Telecommunications Services/Facilities or any interruption, suspension, curtailment or fluctuation of the District's Telecommunications Services regardless of the cause thereof.

### **2.4 CUSTOMER OBLIGATIONS**

It shall be the responsibility of the Customer to abide by all applicable rate schedules and policies relating to service as the same currently exist or are hereafter amended. By continuing to utilize the District's Telecommunications Services, the Customer shall be deemed to have accepted all of the terms and conditions contained in the District's rate schedules and policies as the same currently exist or are amended from time to time.

### **2.5 APPLICATION FOR SERVICE**

A new Customer must apply to the District for approval before being allowed to use the District's fiber network. Customer must provide the following to be approved to use the network:

- Customer must provide a current valid business license and UBI number or local business license as required that provide proof that the Customer is legally allowed to resell services.
- Customer must be current and have paid all previously accrued and outstanding amounts owed the District for Telecommunications Services.
- Customer shall procure and maintain for the time in which Customer is providing services using the District fiber network, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Customer, its agents, representatives, employees, or subcontractors. Any payment of deductible or self-insured retention shall be the sole responsibility of the Customer. Customer shall provide a Certificate of Insurance which shall include the following:

- Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;
- Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and
- Worker's Compensation insurance at the limits established by the State of Washington.
- ☒ The PUD shall be named as an additional insured on the insurance policy, as respects to work performed by or on behalf of the Customer, and a copy of the endorsement naming the PUD as additional insured shall be attached to the Certificate of Insurance. The Customer's insurance shall be primary insurance as respects the PUD and the PUD shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

## **2.6 PRE-PAYMENT FOR USER CONNECTION TO THE NETWORK**

The Customer shall be required to prepay any Connection Fees as defined in the Rate Schedule as well as any Special Construction Charges assessed to a specific customer before the District will initiate the construction to add the User to the network.

## **3.0 BILLING AND COLLECTION**

### **3.1 BILLING PERIODS**

Customers will be billed monthly for Telecommunications Services or as otherwise provided in the applicable District rate schedules. Charges shall be prorated when Telecommunications Services are provided for more than or less than the actual billing period.

### **3.2 ADJUSTMENT OF BILLING ERRORS**

The District reserves the right to adjust any billing when it determines that an error in billing has been made and a correction is in order. The District may revise such bill on the basis of best evidence available.

### **3.3 PAYMENT**

The District requires receipt of payment for Telecommunications Services/Facilities on or before the earlier of the Due Date specified on the billing statement or the date specified in the Prepayment Agreement if the Customer has executed a Prepayment Agreement.

### **3.4 LATE PAYMENT CHARGES**

If payment hasn't been received by the District on or before the Due Date, a late charge shall be assessed on the unpaid balance. The late payment charge shall be calculated at 1.5% per month. In no event shall the minimum monthly late payment charge amount be less than \$50.00. Late payment charges shall continue to accrue until such time as the bill and all accumulated charges have been paid in full.

### **3.5 RETURNED CHECK CHARGES**

If Customer payment fails, due to any reason, the District will charge a return check fee in accordance with RCW 62A.3-501 and RCW 62A.3-525.

### **3.6 PAYMENT OPTIONS**

Customers may make payment to the District by any District-approved means.

### **3.7 CUSTOMER AND USER REQUIREMENTS**

In order to protect the District's Telecommunications Services and Telecommunications Facilities, all Customers and Users shall strictly comply with the following requirements:

#### **A. Illegal Use**

The District's Telecommunications Services may only be used for lawful purposes. Any transmission, distribution, retrieval, or storage of material that violates any applicable law is prohibited. Customers of Telecommunications Services are required to have and enforce policies governing their Users which prohibit the following activities involving District Telecommunications Services or Telecommunications Facilities, without limitation:

1. Compliance with all Intellectual property rights and laws – No Customer or User shall violate any intellectual property rights including those protected by patent, copyright, trade secret, or other intellectual property right.

2. Inappropriate content – No Customer or User shall transmit, broadcast or receive any material that is legally obscene or constitutes child pornography, or any material that is libelous, defamatory, or that otherwise violates applicable laws.
3. Export control – No Customer or User shall transmit, broadcast or receive any material that violates export control laws or other applicable regulations.
4. Forging of Headers – No Customer or User shall misrepresent or forge any message header to mask the originator of a transmitted communication.

**B. System and Network Security**

The District makes no guarantee regarding, and assumes no liability for, the security and integrity of any data or information transmitted by the Customer or a User over the District's Telecommunication Facilities or Telecommunications Services. Any attempt to breach system and network security measures is expressly prohibited and may result in criminal and civil liability. Customers of Telecommunications Services are required to have policies governing their Users which prohibit the following, without limitation:

1. Unauthorized Access – Customers and Users may not attempt to gain unauthorized access to or attempt to interfere with the normal functioning and security of the Telecommunications Services or any other District system. Illegally accessing or accessing without proper authorization computers, accounts, networks or purposely breaching firewalls or security measures of another company's or individual's system (hacking) is also a violation.
2. Unauthorized Monitoring – Customers and Users may not attempt to monitor any information on any network or system without authorization of the owner of that network.
3. Interference - Customers and Users may not attempt to intercept, redirect or otherwise interfere with communications intended for other parties.
4. Fraud/Forgery – Customers and Users are expressly prohibited from impersonating another party by altering IP addresses or forging TCP-IP packet header information within an email or newsgroup posting. Misrepresenting or forging message headers to mask the originator of a



message is a violation of these policies.

5. “Denial of Service Attacks” – Customers and Users may not flood, deliberately attempt to overload a system, or broadcast attacks.
6. Virus Transmission - Customers and Users may not intentionally or negligently transmit files containing a computer virus, Trojan Horse, Worms, corrupted data or other destructive activities.
7. Re-transmission – Transmission of District network services beyond the premises which is directly connected to the District’s network, except as specifically allowed under Rate Schedule 100.

**C. Email**

Although the District makes no promises to police any activities on the Telecommunication Facilities, it is required that Customers of Telecommunications Services have and enforce policies for Users requiring compliance with certain conduct in connection with e-mail. Compliance shall include, without limitation:

1. Unsolicited Email - Users may not use any Services to transmit or collect the responses from excessive volumes of unsolicited commercial e-mail messages. The use of another provider's service to send unsolicited commercial or bulk e-mails, SPAM or mass mailings to promote a site associated with the District’s network or any of its customers is similarly prohibited.
2. E-mail Relay - The use of another party's e-mail server to relay e-mail without express permission from such party is prohibited.

**D. Rights of the District**

1. The District will cooperate with legally authorized law enforcement and government agencies or other parties involved in investigating claims of illegal or inappropriate activity.
2. Violation of this policy may result in temporary suspension or termination of service, at the District’s sole discretion.

**3.8 RIGHT TO DISCONNECT**

The District's right to discontinue Telecommunications Service may be exercised whenever:

- A. Customer is not current on payments due to District. District invoices are due and payable within 30 days. Customer will be disconnected if at least 75% of any past due billing has not been paid within 30 days past the date of the invoice. Disconnection of Telecommunications Services may occur as often as delinquency shall occur and neither delay nor omission on the part of the District to enforce this rule at any one or more times shall be deemed as a waiver of its rights to enforce the same at any time, so long as the delinquency continues; or
- B. Violation of these Telecommunications Customer Service Policies or the signed Telecommunications Service Provider Application and Agreement.

#### 4.0 SERVICE OBLIGATIONS

##### A. Request for New Service

Customer shall make a formal request to connect a new User to the network by sending an email to [broadband@jeffersonpud.org](mailto:broadband@jeffersonpud.org). That email should contain the following minimum information:

- Name of the User
- Address of the User
- The specific product being requested from the Rate Schedule

Within 7days of a formal request for service, the District shall provide Customer with a quote for service which would include any additional pre-paid fees required for to cover the cost of construction or installation.

At this point, Customer can place a valid order for service by pre-paying the District for any connection fees as described in the Telecommunications Rate Schedules and pre-paying any specific construction charges that the District is requiring, if any, for a specific customer.

Before District will proceed with construction, Customer must provide evidence that the real property owner is granting easement to the District for crossing and locating infrastructure on the property.

Customer must also notify the User about any planned site visit by the District.

##### B. Installation Goals

Both parties shall cooperate to try to connect a new residential User to the network within 30 days of the date of a valid order.

The District and Customer will work jointly to set an installation date goal for each new business customer at the point where there is a valid order.

**C. Demarcation**

The physical demarcation point between the District network and Customer network shall be at the point where the District places the electronics at a User location that converts light signal into electrical signal.

The District's policy for a residential User is to place the demarcation on the outside of a User location close to the electric meter, but the District retains the right to locate the demarcation point indoors or at some different outdoor location.

The District's policy for a business User is to place the demarcation indoors at the customer location. The District expects Customer to be familiar with the customer location and to define the location of a business User demarcation.

In all cases, Customer may request an alternate demarcation point from that suggested by the District. The District will try to accommodate the Customer request, but there may be additional fees.

The District's Responsibility ends at the demarcation point and all wiring and other facilities past the demarcation are the responsibility of Customer. District might agree to do additional work past the demarcation point but is not obligated to do so. Any District work past the demarcation will be performed at the District's hourly rate identified on the Rate Schedule.

When the installation to the demarcation is complete the District will notify the Customer and will include any information pertinent to the installation.

**D. Responsibility for Maintenance and Repairs**

District is responsible for all network obligations on the District side of the demarcation, including the electronics at the demarcation point. Customer is responsible for all network at the User location that is past the demarcation point.

Each party will be responsible for all maintenance and repair costs on its side

of the demarcation point.

Both parties will cooperate to reduce unneeded truck rolls. Should District be requested to make a truck roll by Customer but finds that the problem was on the Customer side of the demarcation, the District will bill time and materials as defined in Telecommunications Rate Schedule. There will no fees for a truck roll where the problem was on the District side of the demarcation.

**E. Network Monitoring / Escalation**

Customer must provide the District with an escalation list that identifies the contact at Customer who should be notified of network problems or outages. This list shall identify the specific and best ways to reach the Customer contact, including telephone number and email address. Customer should also provide a back-up contact in case the primary contact can't be reached. Customer is free to provide different contacts for different kind of network problems.

District will monitor the fiber network 24/7. The District will notify the appropriate Customer contact about identified network problems that have a material impact on User performance.

**Jefferson County PUD**  
**RATE SCHEDULE**  
**Wholesale Broadband Services**  
**Effective XX/XX/2021**

- A. The rates listed on this schedule are available to qualified Internet Service Providers (ISPs) desiring to use the PUD’s wholesale fiber optic network. The PUD reserves the right, at its sole option to discontinue services listed in this rate schedule at anytime.
- B. All wholesale fiber optic and wireless network services provided by the PUD are subject to the terms and conditions in the PUD’s Telecommunications Policies, as may be amended from time-to-time.
- C. The amount of any tax levied by any governmental entity, in accordance with the laws of the State of Washington, will be added to the charges shown in this rate schedule.
- D. Rates listed in all tables below are monthly recurring charges unless otherwise noted.
- E. The products delivered with Residential Ethernet Services and Business Ethernet Services are intended to serve a single User location. It is prohibited to use the bandwidth from these products to connect to or sell services to additional customer locations.
- F. The District’s fiber optic network is able to provide other features such as dark fiber, point-to-multipoint VLANs, and other backhaul solutions. The District is willing to sell such services under contractual arrangements. Please contact the District at [broadband@jeffersunPUD.org](mailto:broadband@jeffersunPUD.org) to discuss your needs.

<b>Set-up of New Service Provider</b>	\$250 non-recurring
<b>Residential Ethernet Services:</b>	
100/100 Mbps Basic Access (per unique premises) Tier 1 technical support provided 24/7, higher tiers of support available only during PUD’s normal business hours. Includes data and/or Ethernet voice ports	\$35
250/250 Mbps Basic Access (per unique premises) Tier 1 technical support provided 24/7, higher tiers of support available only during PUD’s normal business hours. Includes data and/or Ethernet voice ports	\$40

1 Gbps/1 Gbps Basic Access (per unique premises) Tier 1 technical support provided 24/7, higher tiers of support available only during PUD's normal business hours. Includes data and/or Ethernet voice ports	\$45
Premium Support (per unique premises) Added to any of the above products. Provides priority restoration following network outages.	\$10
<b>Business Ethernet Services:</b>	
100/100 Mbps Basic Access (per unique premises) Tier 1 technical support provided 24/7, higher tiers of support available only during PUD's normal business hours. Includes data and/or Ethernet voice ports	\$40
250/250 Mbps Basic Access (per unique premises) Tier 1 technical support provided 24/7, higher tiers of support available only during PUD's normal business hours. Includes data and/or Ethernet voice ports	\$45
1 Gbps/1 Gbps Basic Access (per unique premises) Tier 1 technical support provided 24/7, higher tiers of support available only during PUD's normal business hours. Includes data and/or Ethernet voice ports	\$50
Premium Support (per unique premises) Added to any of the above products. Provides priority restoration following network outages.	\$15
<b>Customer VLAN Off-Network Services:</b> (Includes Premium Support)	
100 Mbps port – Month-to-Month billing	\$500
100 Mbps port – 3-Year Contract	\$300
100 Mbps port – 5-Year Contract	\$200
250 Mbps port – Month-to-Month billing	\$700
250 Mbps port – 3-Year Contract	\$500
250 Mbps port – 5-Year Contract	\$300
1 Gbps port – Month-to-Month billing	\$1,100
1 Gbps port – 3-Year Contract	\$900
1 Gbps port – 5-Year Contract	\$650
<b>Collocation:</b>	

The following are monthly recurring charges for collocating equipment in District Facilities. The rates include cabinet or rack space, access to 20 amp AC power, and keyed entry for Customer access.	
Full Rack Space	\$500
Half Rack Space	\$250
One-Third Rack Space	\$170
One-Fourth Rack Space	\$125
DC Power – per each 5 amps of total installed breaker capacity	\$18
<b>Labor Charges.</b> To be applied per hour to any work requested by Customer that is not included in a standard installation. Minimum charge is for ½ hour of time.	
Standard Labor Charge	\$80.00 per hour
Overtime Labor Charge	\$120.00 per hour
Electrician Labor Charge	\$150.00 per hour
Overtime Electrician Labor Charge	\$200.00 per hour
Engineering Labor Charge	\$120.00 per hour